

**KERMODE LANDING**

**DISCLOSURE STATEMENT**

Date: September 17, 2021

Developer: **CAMBRO DEVELOPMENT CORP. and FULCRUM DEVELOPMENT (KAMLOOPS) INC.** comprising the joint venture known as the **8960 DALLAS DRIVE JOINT VENTURE**

**8960 DALLAS DRIVE JV HOLDINGS LTD.**

all c/o PO Box 1166, Station Main, Kamloops, BC V2C 6H3

Address for Service: c/o Registered and Records Office  
200 – 121 St. Paul Street, Kamloops, BC V2C 3K8

Real Estate Agent: Royal LePage Westwin Realty  
800 Seymour Street, Kamloops, BC V2C 2H5

**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 UNITS**

**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 PHASE 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**  
**AMENDED POLICY STATEMENT 5**  
**EARLY MARKETING - DEVELOPMENT APPROVAL**  
Effective May 1, 2021

1. Interpretation

In this Policy Statement:

- (a) "Act" means the *Real Estate Development Marketing Act*;
  - (b) "building permit" includes one of multiple or staged building permits issued by an approving authority, where required, provided that each of the further required building permits to complete construction of the development property is promptly applied for, and promptly paid for; and
  - (c) unless the context otherwise requires, other words and expressions have the meanings given to them in the Act.
2. Under Part 2, Division 2 of the Act, a developer must not market a development unit unless in relation to the development units the developer has met certain preliminary requirements or approvals. The form of preliminary requirement or approval required depends on the type of development unit being marketed. For example, section 5 of the Act provides that a developer must not market a strata lot unless, in relation to the strata lot, a strata plan has been deposited in a land title office or the appropriate municipal or other government authority has issued a building permit. Developers offering other types of development units should review Part 2, Division 2 of the Act to determine what form of preliminary requirement or approval applies to the type of development unit they intend to market.
3. Under section 10 of the Act, a developer may market a development unit before meeting the preliminary requirements or approvals set out in Part 2, Division 2 of the Act, if the developer has obtained both:
- (a) approval in principle to construct or otherwise create the development unit from the appropriate municipal or other government authority; and
  - (b) the superintendent's permission to begin marketing.
4. This Policy Statement sets out the circumstances, including the applicable terms and conditions, in which the superintendent's permission to begin marketing is deemed to be granted.
5. The superintendent considers the issuance of a development permit, or written confirmation from the appropriate municipal or other government authority that a development permit will be issued if certain conditions within the control of the developer are met, to be satisfactory evidence that the creation of the proposed development units has been approved in principle. Not all development units are subject to a development permit process, either due to the type of development unit or the type of development approval process used by the relevant municipal or other government authority, or both. In circumstances where a development permit process does not apply,

the superintendent considers a developer to have obtained approval in principle to construct or otherwise create the development units from the appropriate municipal or other government authority, if the authority has confirmed to the developer that based upon the drawings and other documents submitted by the developer to the authority, the proposed development units conform with the applicable zoning and development bylaws and official community plan.

6. If the developer has obtained approval in principle, as described in paragraph 5 of this Policy Statement, to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:
  - (a) **The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;**
  - (b) **The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:**
    - (i) **prior to the expiry of the 12-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
    - (ii) **upon the expiry of the 12-month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

**Additionally, the developer must provide written notice without delay to the superintendent if, during the 12-month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development;**

- (c) **Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:**
  - (i) **The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**

- (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
    - (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
    - (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;
  - (d) The disclosure statement includes, as an exhibit, a copy of the developer's purchase agreement used under this Policy Statement; and
  - (e) Provisions (a), (b) and (c) above, must be set out in **bold print** in the disclosure statement immediately after the statutory right of rescission.
7. If a developer proposes to market a development unit that requires the developer to obtain a form of approval other than a building permit from the appropriate municipal or other government authority, the developer may market the development unit if the developer has obtained approval in principle, as described in paragraph 5 of this Policy Statement, and the developer complies with the terms and conditions set out in paragraph 6 of this Policy Statement. In this case, the developer must modify the terms and conditions set out in paragraph 6 by deleting the references to building permit and substituting preliminary layout approval or development approval, as applicable to the type of development unit under Part 2, Division 2 of the Act.
8. Transitional Provisions – Filings Prior to May 1, 2021
- A disclosure statement or prospectus filed under the Act prior to May 1, 2021, continues to satisfy the circumstances, applicable terms and conditions, under which the superintendent's permission to begin marketing is deemed to be granted in accordance with this Policy Statement, if that disclosure statement or prospectus complied with this Policy Statement immediately prior to May 1, 2021.

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**EXHIBITS TO DISCLOSURE STATEMENT**

Exhibit 2.1	Proposed Preliminary Site Layout Plan
Exhibit 2.3	Proposed Form P - Phasing Declaration
Exhibit 2.4	Copies of Development Permits
Exhibit 3.1	Proposed Form V - Unit Entitlement
Exhibit 3.5	Proposed Form Y – Owner Developer’s Notice of Different Bylaws
Exhibit 3.8	Proposed Estimated Operating Budget (Yearly/Monthly)
Exhibit 3.10	Proposed Strata Management Contract
Exhibit 3.12	Proposed Form J - Rental Disclosure Statement
Exhibit 5.3(b)	Agreement For Responsibility
Exhibit 6.2	Copies of Building Permits
Exhibit 7.2(a)	Proposed Contract of Purchase and Sale Agreement
Exhibit 7.2(b)	Proposed Addendum to Contract of Purchase and Sale Agreement



## 1. THE DEVELOPER

### 1.1 Incorporation Information

The developer is comprised of:

- (a) CAMBRO DEVELOPMENT CORP. ("**Cambro**") and FULCRUM DEVELOPMENT (KAMLOOPS) INC. ("**Fulcrum**") as a joint venture known as the 8960 DALLAS DRIVE JOINT VENTURE (the "**Joint Venture**"); and
- (b) 8960 DALLAS DRIVE JV HOLDINGS LTD., ("**8960 JV Co**") being a company incorporated to carry out certain administrative tasks and hold certain licences all as nominee and bare trustee of the Joint Venture

(all of the above parties being collectively referred to as the "**Developer**").

### 1.2 Single Purpose Entity

The Developer was formed for the purpose of developing the Development (as defined in section 2.1 below).

The Developer does not have any development assets other than the Development Property (as defined in section 4.1 below).

### 1.3 Registered and Records Office

- (a) The registered and records office for Cambro is 300 - 180 Seymour Street, Kamloops, BC V2C 2E3.
- (b) The registered and records office for Fulcrum and 8960 JV Co is 200 – 121 St. Paul Street, Kamloops, BC V2C 3K8.

### 1.4 Names of Directors Required to Sign

- (a) The directors required to sign this Disclosure Statement under section 14 of the *Real Estate Development Marketing Act* of British Columbia ("**REDMA**") and section 9 of the regulations passed thereunder are as follows:

Developer	Director
Cambro	Ian M. Campbell
	D. Scott Campbell
	A. Lachlan Campbell
Fulcrum	Thomas Benjamin Calne

	Christopher Thomas Gjernes
8960 JV Co	Thomas Benjamin Calne
	D. Scott Campbell

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

Developer	Name	Office
Cambro	Ian M. Campbell	Vice President
	D. Scott Campbell	President
	A. Lachlan Campbell	Secretary
Fulcrum	Thomas Benjamin Calne	Vice president
	Christopher Thomas Gjernes	President
8960 JV Co	Thomas Benjamin Calne	President
	D. Scott Campbell	Secretary

### 1.5 Developer Background

(a) Experience

Party	Nature and Extent of Experience
Cambro	Cambro is a British Columbia company incorporated for the purpose of holding and developing real property in British Columbia
Fulcrum	Fulcrum is a British Columbia company incorporated for the purpose of holding and developing real property in British Columbia
8960 JV Co	8960 JV Co is a British Columbia company incorporated solely for the purpose to act as nominee and bare trustee of the Joint Venture
Ian M. Campbell	Ian M. Campbell is a director and officer of Cambro. This is his first development property

D. Scott Campbell	D. Scott Campbell is a director and officer of Cambro and of 8960 JV Co. He has been involved in residential and commercial land development for the past 10 years
A. Lachlan Campbell	A. Lachlan Campbell is a director and officer of Cambro. He has been involved with financial services related to real estate for 2 years
Thomas Benjamin Calne	Thomas Benjamin Calne is a director and officer of Fulcrum and the 8960 JV Co. and has been involved in the construction industry in Kamloops for over 20 years. His project experience includes all forms of commercial and residential projects, including residential subdivisions, phased strata subdivisions and multi-unit single phased developments
Christopher Thomas Gjernes	Christopher Thomas Gjernes is a director and officer of Fulcrum and has been involved in the construction industry in Kamloops for over 20 years. His project experience includes all forms of commercial and residential projects, including residential subdivisions, phased strata subdivisions and multi-unit single phased developments

(b) Penalties and Sanctions

To the best of Developer's knowledge, within the ten (10) years preceding the date of the Developer's Declaration attached to this Disclosure Statement none of the Developer, any principal holder of the Developer or any director or officer of the Developer or any principal holder of the Developer have been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities or to lending moneys secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) Bankruptcy and Insolvency

To the best of Developer's knowledge, within the five (5) years preceding the date of the Developer's Declaration attached to this Disclosure Statement none of the Developer, any principal holder of the Developer or any director or officer of the Developer or any principal holder of the Developer have 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 or receiver-manager or trustee appointed to hold assets of that person.

(d) Other Developer

To the best of Developer's knowledge, within the five (5) years preceding the date

of the Developer's Declaration attached to this Disclosure Statement none of the Developer, any principal holder of the Developer or any director or officer of the Developer or any principal holder of the Developer has been a director, officer or principal holder of any other developer that, while such 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.

(e) Conflict of Interest

To the best of Developer's knowledge there are no existing or potential conflicts of interest among the Developer, its managers, directors and officers and principal holders or directors and officers of principal holders or with any other person or entity in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision.

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

The development known as Kermode Landing (the "**Development**") is a mixed-use strata development located in the City of Kamloops at 8960 Dallas Drive.

The Development is comprised of:

- (a) four 4-plex and a single 3-plex wood framed buildings (each a "**Building**") containing a total of 19 single family strata units (each a "**Residential Strata Lot**" or a "**Unit**"); and
- (b) a single wood framed non-residential strata lot (the "**Commercial Strata Lot**").

The Development will be constructed in 5 phases as particularized in section 2.3 below.

The strata lots will be created by deposit of a strata plan (the "**Strata Plan**") in the Kamloops land title office in accordance with the provisions of the *Strata Property Act* ("**SPA**") of British Columbia. A preliminary site layout plan for the Development is attached as **Exhibit 2.1** (the "**Preliminary Site Layout Plan**").

**Purchasers are advised that:**

- (a) ***the actual layout, dimensions and location of Units as constructed may vary from the Preliminary Site Layout Plan;***
- (b) ***the area of Units on the final Strata Plan for each phase of the Development (each a "Final Strata Plan") may also vary from the Preliminary Site Layout Plan due to normal construction variations and different measurement methods.***

Fee simple ownership of Residential Strata Lots will be granted to purchasers by the Developer. The Developer may retain ownership of some of the Residential Strata Lots.

Common property within the Development is particularized in section 3.3 below.

Parking is as particularized in section 3.6 below.

Upon deposit of the Strata Plan in the Kamloops land title office a strata corporation (the "**Strata Corporation**") will be created. Residential Strata Lot owners will be part of the Strata Corporation in accordance with the SPA.

The Strata Corporation will own and be responsible for common property which consists primarily of a private access road within the Development as well as any improvements such as lights, sidewalks and landscaping areas that may be installed on, about or within the common property.

## **2.2 Permitted Use**

The Development property is zoned C-2 (Local Commercial).

The Development is a permitted use of the Development Property (as defined in section 4.1 below) by way of site-specific permission granted by the City of Kamloops.

Residential Strata Lots may only be used for residential purposes only and may not be used for commercial or other purposes not ancillary to residential use.

The Commercial Strata Lot may only be used for commercial purposes only in accordance with the C-2 zoning and may not be used for residential or other purposes not ancillary to commercial use.

Further information and details regarding C-2 zoning requirements and permissible uses may be obtained from the City of Kamloops, Development Services, 105 Seymour Street, Kamloops, BC, V2C 2C6.

## **2.3 Phasing**

The Strata Plan will consist of 5 phases. All phases will become one strata corporation.

The proposed number of strata lots to be created in each phase is as follows:

<u>Phase</u>	<u>Number of Strata Lots in Phase</u>
1	8
2	4
3	4
4	1
5	3
<b>Total number of strata lots</b>	<b>20</b>

Pursuant to the SPA an approved Form P Phased Strata Plan Declaration is required for each Strata Plan. A Form P Phased Strata Plan Declaration in the form attached as **Exhibit 2.3** will be endorsed by the City of Kamloops at the time of approval of the first phase Strata Plan.

***A Developer may elect not to proceed with any phase after the first phase in which case section 235 of the SPA will apply.***

***At this time the Developer is marketing Residential Strata Lots in phases 1 and 2 (Residential Strata Lots 1 to 12).***

***Purchasers are advised that the Developer is entitled to and reserves the right to re-configure the order of phasing, the number of Residential Strata Lots in each phase and the number of phases.***

## **2.4 Building Construction**

The Developer will construct the Buildings in accordance with all required building permits and City of Kamloops Development Permit Nos. DPM00691 and DPM00804 (collectively referred to as the “DP”).

A copy of the DP is attached as **Exhibit 2.4**.

***Purchasers are advised that only Residential Strata Lots in phases 3 and 5 will have basements.***

## **3. STRATA INFORMATION**

### **3.1 Unit Entitlement**

The unit entitlement of each Residential Strata Lot is a figure indicating its share in the common property, common facilities (if any) and the assets of the Strata Corporation by which its contribution to the expenses of the common property is determined. The unit entitlement is based upon the habitable area in square feet or meters and rounded to the nearest whole number.

Habitable area is defined as “the area of a Residential Strata Lot which can be lived in, but does not include patios, balconies, garages, parking stalls, or storage areas other than closet space”.

A copy of the Form V - Unit Entitlement that the Developer proposes to concurrently file with the Final Strata Plan is attached as **Exhibit 3.1**.

### **3.2 Voting Rights**

Each Residential Strata Lot will have one vote in the Strata Corporation.

### **3.3 Common Property and Facilities**

The common property of the Development will consist of:

- (a) a single internal roadway to service the Development; and
- (b) landscaping and some sidewalk areas.

At this time no common facilities are contemplated by the Developer.

### **3.4 Limited Common Property**

- (a) Limited common property is an area within the common property that is designated for the exclusive use by one or more Residential Strata Lot owners or the Commercial Strata Lot. The Strata Corporation may, by bylaw, make an owner responsible for the repair and maintenance of limited common property that the owner has a right to use.

Common property may also be designated as limited common property by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting. The Strata Corporation is responsible for maintaining all common property, including limited common property. Pursuant to section 3.2 of the Strata Bylaws (as defined in section 3.5 below), an owner is responsible for maintaining and repairing limited common property which they use, except the following which the Strata Corporation will repair and maintain:

- (i) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (ii) the structure of a building;
- (iii) the exterior of a building;
- (iv) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (v) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (vi) fences, railings and similar structures that enclose patios, balconies and yards.

- (b) The Developer intends on dedicating the following areas as limited common property on the Final Strata Plan:
  - (i) as to individual Residential Strata Lots:
    - (A) decks and patios;
    - (B) access steps and pathways;
  - (ii) as to all Residential Strata Lots:
    - (A) surface parking;
  - (iii) as to the Commercial Strata Lot:
    - (A) surface parking;
    - (B) landscaping; and
    - (C) Utilities Building (as that term is defined in section 5.3 below).

***The Developer reserves the right to dedicate other areas of the Strata Plan as limited common property.***

### **3.5 Bylaws**

The proposed bylaws for the Strata Corporation will be the bylaws in the Form Y – Owner Developer’s Notice of Different Bylaws attached as **Exhibit 3.5** (the “**Strata Bylaws**”).

***Purchasers should specifically note:***

- (a) ***Strata Bylaw 1 and the creation of types for residential and non-residential strata lots for purposes of the apportionment of common expenses***
- (b) ***Strata Bylaw 2.4 regarding pets***
- (c) ***Strata Bylaw 2.5 regarding smoking restrictions***

The Strata Bylaws may be further amended by Strata Lot owners at a future date or dates as provided for in the SPA.

### **3.6 Parking**

Residential Strata Lots will be constructed with an enclosed, single car garage.

Visitor parking will be available on that part of the Development dedicated as common property on the Strata Plan.



The Developer reserves the right to dedicate all or a portion of common parking areas as limited common property for one or more Residential Strata Lots or the Commercial Strata Lot.

### 3.7 Furnishings and Equipment

No appliances, furnishings or equipment will be provided with the sale of Residential Strata Lots.

### 3.8 Budget

#### (a) Owner Responsibilities

Residential Strata Lot owners, in connection with their respective Units, will be responsible for payment of:

- (i) property taxes;
- (ii) hydro, gas, telephone, TV and/or other utilities or services provided to a Unit; and
- (iii) contents and liability insurance.

#### (b) Strata Responsibilities

The Strata Corporation will be responsible for the payment for those items which are set out in the estimated operating budget attached as **Exhibit 3.8**. The estimated operating budget of the Strata Corporation is for the first 12 months of operation after the conveyance of the first Residential Strata Lot. The estimated operating budget is based on the assumption that all phases of the Development will be completed during the 12-month period following the date of conveyance of the first Residential Strata Lot. The Developer will pay the actual expenses of the strata corporation up to and including the end of the month in which the first Residential Strata Lot is conveyed to a purchaser.

***Purchasers are cautioned that insurance rates fluctuate rapidly, snow loads vary from year to year and utility costs increase each year. The amounts set out in the estimated operating budget are the Developer's best estimates only and may change substantially from year to year.***

#### (c) Contingency Reserve Fund

In accordance with the SPA, the Developer will establish a contingency reserve fund by making a minimum contribution to that fund at the time of the first conveyance of a Residential Strata Lot to a purchaser. It is expected that the first conveyance of a Residential Strata Lot to a purchaser will occur within 12 months of the date of deposit of the Strata Plan in the Kamloops land title office, in which case the minimum contribution by the Developer to the fund will be 5% of the estimated operating budget as set out in **Exhibit 3.8**.

The estimated operating budget includes a contingency reserve fund amount equal to 5% of the estimated operating expenses (in addition to the 5% contributed by the Developer). The contingency reserve fund will increase to 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation and is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expense, at which time the Strata Corporation may approve a different amount.

### **3.9 Utilities and Services**

- (a) Water: City of Kamloops water system to be installed by the Developer. The water lines and any works ancillary thereto within the common property will be the property of the Strata Corporation and will be maintained by the Strata Corporation. Any water line from the main water line to an individual Residential Strata Lot will be maintained by and at the expense of the Residential Strata Lot owner
- (b) Electricity: BC Hydro service to be installed by the Developer
- (c) Sewerage: City of Kamloops sewerage system to be installed by the Developer. The sewer lines and any works ancillary thereto within the common property or within any easement area over a Residential Strata Lot will be the property of the Strata Corporation and will be maintained by the Strata Corporation. Any sewer line from the main sanitary line to an individual Residential Strata Lot will be maintained by and at the expense of the Residential Strata Lot owner
- (d) Natural Gas: FortisBC service to be installed by the Developer
- (e) Fire Protection: City of Kamloops
- (f) Telephone: Telus service to be installed by the Developer
- (g) Access: Road access within the Development will be common property constructed by the Developer and maintained by the Strata Corporation. The Development in general will be accessed by way of pre-existing City of Kamloops roadway systems.

All required site work and in ground servicing of the Development will be completed prior to registration of the first phase Strata Plan in the Kamloops land title office.

### **3.10 Strata Management Contracts:**

The Developer intends to enter into a strata management contract in the form attached hereto as **Exhibit 3.10** with CML Properties, 272 Lansdowne Street, Kamloops, BC V2C 1X7.

The strata manager is not related to the Developer.

### **3.11 Insurance**

The Developer will place all risk and public liability insurance in respect of the Development while the Development is under construction and for that period of time until the Strata Corporation is created and until such time as the strata council has arranged replacement insurance in the name of the Strata Corporation.

Pursuant to Section 149 of the SPA the Developer will maintain full replacement insurance on:

- (a) the Buildings;
- (b) common property;
- (c) fixtures built or installed on a Residential Strata Lot by the Developer as part of the original construction. Fixtures are defined in Regulation 9.1(1) to the SPA as “items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.”

The Development will be insured against “major perils”, which are defined in Regulation 9.1(2) to the SPA as “fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.” The Developer will obtain liability insurance to insure the Strata Corporation against liability for property damage and bodily injury in an amount not less than \$2 million.

***Purchasers are reminded that they are solely responsible (and at their sole cost) for insuring the contents of their Unit and for obtaining liability insurance in respect of all uses related to his/her/their Unit.***

### **3.12 Rental Disclosure Statement**

Section 139 of the SPA provides that a developer must disclose to any purchaser the developer's intention to lease Residential Strata Lots.

It is the intention of the Developer to sell all of the Residential Strata Lots in the Development to purchasers for their own use. However, the Developer reserves the right to rent or lease Residential Strata Lots which are not sold for an indefinite period of time. A rental disclosure statement in this regard is attached hereto as **Exhibit 3.12**.

## **4. TITLE AND LEGAL MATTERS**

### **4.1 Legal Description**

The current legal description of the property comprising the Development (the “**Development Property**”) is:

Civic: 8960 Dallas Drive, Kamloops  
PID: 031-109-772  
Legal: Lot 1 DL 268 KDYD Plan EPP102566

## 4.2 Ownership

The Development Property is registered in the name of the Cambro in accordance with the joint venture arrangements between Cambro and Fulcrum.

## 4.3 Existing Legal Notations and Encumbrances

### (a) Legal Notations

The following legal notations are registered on title to the Development Property and will appear on titles to the common property and Strata Lots unless otherwise stated herein:

- (i) Annexed Easement C28858 over Lot A Plan 16660
- (ii) Highway (Notices) Regulation regarding expropriation of the lands noted therein for highway use pursuant to Section 23, Paragraphs E & F, of the *Land Title Act* - see document J70456
- (iii) Notice of Development Permit DPM00259 for a temporary commercial/industrial permit in 2009 for a previous owner of the Development Property
- (iv) Notice of Development Permit DPM00151 for a temporary commercial/industrial permit issued in 2009 for a previous owner of the Development Property

### (b) Charges, Liens and Interests

The following encumbrances are registered on title to the Development Property and will appear on titles to the common property and Strata Lots unless otherwise stated herein:

- (i) Easement W51749 in favour of City of Kamloops
- (ii) Statutory Right of Way W51750 in favour of the City of Kamloops
- (iii) Statutory Right of Way X93465 in favour of Inland Natural Gas Co. Ltd.
- (iv) Statutory Right of Way LA48787 in favour of the City of Kamloops
- (v) Statutory Right of Way LB543832 in favour of BC Hydro and Power Authority
- (vi) Statutory Right of Way LB543833 in favour of Telus Communications Inc.

- (vii) Covenant CA5045300 in favour of the City of Kamloops
- (viii) Statutory Right of Way CA5138038 in favour of Fortis Energy Inc.
- (ix) Mortgage CA8562677 in favour of First West Credit Union – ***Purchasers are advised that the Developer has made arrangements with First West Credit Union to discharge this encumbrance from title to strata lots transferred to Purchasers.***
- (x) Assignment of Rents CA8562678 in favour of First West Credit Union – ***Purchasers are advised that the Developer has made arrangements with First West Credit Union to discharge this encumbrance from title to strata lots transferred to Purchasers.***

#### 4.4 Proposed Encumbrances

The Developer will register prior to or concurrently with the Strata Plan:

- (a) Legal Notation
  - (i) Notice of Development Permit DPM00691 relating to the Development by the Developer
  - (ii) Notice of Development Permit DPM00804 relating to the Development by the Developer
- (b) Charges, Liens and Interests
  - (i) one or more easements in respect of phasing and access to utilities located on the Development Property
  - (ii) a covenant in favour of the City of Kamloops in respect of mandatory phasing in accordance with the Form P Phased Strata Plan Declaration as a precondition of construction and occupation of Buildings
  - (iii) such other rights of way, easements, or covenants as may be required by the City of Kamloops, utility service providers and others.

#### 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 Strata Corporation or purchasers.

#### 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 in the condition of the soil or subsoil of the Development Property or any requirements imposed by the City of Kamloops or other governmental authority in relation to environmental matters of the Development other than those requirements of general application to owners of similar properties in the City of Kamloops.

## 5. CONSTRUCTION AND WARRANTIES

### 5.1 Construction Dates

The estimated dates for commencement and completion of construction of all phases is as follows:

<u>Estimated Commencement Date of Construction</u>	<u>Phase</u>	<u>Estimated Completion Date of Construction</u>
May 1, 2021 to July 30, 2021	1	May 1, 2022 to July 30, 2022
October 1, 2021 to December 31 2021	2	October 1, 2022 to December 31 2022
March 1, 2022 to May 31, 2022	3	March 1, 2023 to May 31, 2023
June 1, 2022 to August 31, 2022	4	June 1, 2023 to August 31, 2023
July 1, 2022 to September 30, 2022	5	July 1, 2023 to September 30, 2023

### 5.2 Warranties

The Developer will register the Units for home warranty pursuant to the *Homeowner Protection Act* of British Columbia. The home warranty is that which is commonly described as 2/5/10.

If any appliances or equipment are provided by the Developer, then any manufacturer's warranty will be passed on to the purchaser or the Strata Corporation at the time of sale, as the case may be, if and to the extent permitted by such warranty.

The Developer is not responsible for any repairs or warranty issues relating to any appliances or equipment after the date of sale to the purchaser of the Unit.

### 5.3 Previously Occupied Building

A stand-alone decommissioned utilities building (the "**Utilities Building**") is located on the Development Property.

The Developer intends to:

- (a) dedicate the Utilities Building as limited common property to Commercial Strata Lot;
- (b) cause the Strata to enter into an agreement for responsibility with Cambro as owner of the Commercial Strata Lot in the form attached as Exhibit 5.3(b).

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

The Developer has obtained approval for the Development from the City of Kamloops as evidenced by the issuance of the DP.

### 6.2 Building Permit(s)

The following building permits for the Development have been issued by the City of Kamloops as of the date of this Disclosure Statement:

- (a) Permit nos. BP051277, BP051489, BP051490, BP051491, BP051278, BP051494, BP05145 and BP051496 for construction of the 8-plex Building (being Units 101-108) located in Phase 1

Copies of the above permits are attached as **Exhibit 6.2**.

The Developer will file an amendment to this Disclosure Statement in respect of building permits issued for Phase 2 in accordance with Policy Statement 5.

### 6.3 Construction Financing

The Developer has a financing commitment from Valley First Credit Union for the Development.

## 7. MISCELLANEOUS

### 7.1 Deposits

Deposit monies received from a purchaser or lessee will be held in trust in the manner required by the *Real Estate Development Marketing Act* until the Strata Plan is deposited in the Kamloops land title office, strata lots are capable of being occupied and, in the case of a purchase, an instrument evidencing the interest of the purchaser in the strata lot has been registered in the Kamloops land title office.

All deposits will be held by the Developer's realtor in trust in accordance with section 3 of the Addendum attached as Exhibit 7.2(b).

***Purchasers are advised that deposits will not accrue interest.***

### 7.2 Purchase Agreement

- (a) In connection with sale of Residential Strata Lots the Developer will use a standard form BC Real Estate Association and Canadian Bar Association (BC Branch) contract (the "**Purchase Contract**"). A copy of the Purchase Contract is attached as **Exhibit 7.2(a)**.

***Purchasers are advised as follows:***

- (i) **Section 2 (Deposit) of the Purchase Contract confirms certain requirements and arrangements in respect of payment of the Purchaser's deposit. Section also confirms that in the event the Purchaser fails to pay the deposit as required by the Contract the Developer (as seller) may at its option terminate the Contract. Section 2 is modified by section 3 of the Addendum attached as Exhibit 7.2(b).**
- (ii) **Section 3 (Terms and Conditions) of the Purchase Contract provides that if any listed condition is not waived or declared fulfilled in writing by the party for whom the condition benefits the Purchase Contract will be terminated and the deposit returned in accordance with the Real Estate Services Act.**
- (iii) **Section 12 (Time) of the Purchase Contract provides that the Developer (as seller) may cancel the Purchase Contract and retain the Purchaser's deposit if the Purchaser defaults on payment of the balance of the Purchase Price within the time required.**
- (iv) **Section 20A of the Purchase Contract provides that no assignment of the Purchase Contract is permitted without the Developer's written consent. Section 20A is deleted in its entirety and replaced by section 2 of the Addendum attached as Exhibit 7.2(b) which states:**

## **2. NO ASSIGNMENT OF CONTRACT**

**THE BUYER HAS NO RIGHT TO ASSIGN THE 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 Strata Lot without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Strata Lot 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 Strata Lot 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 Strata Lot 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 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.*

- (b) The Developer will append to Purchase Contracts an addendum in the form attached as **Exhibit 7.2(b)** (the "Addendum").

*Purchasers are advised as follows:*

- (i) Section 1 (Rescission Rights) of the Addendum sets out the Purchaser's right to terminate the Purchase Contract if:
  - (A) the layout or size of a Strata Lot or a major common facility in the Development or the general layout of the Development is materially changed by the issuance of a building permit for the Development;*
  - (B) the Developer fails to file an amendment to this Disclosure Statement within the prescribed time period in respect of issuance of a building permit.**
- (ii) Section 2 (No Assignment of Contract) of the Addendum provides that no assignment of the Purchase Contract will be permitted - please see section 7.2(a) above.*
- (iii) Section 3 (Deposit) of the Addendum provides for the disposition of the Purchaser's deposit in the event of completion of the purchase, the Purchaser's breach of the Purchase Contract and the Developer's breach of the Purchase Contract. Section 3 also confirms that the Purchaser's*

*deposit does not accrue interest.*

- (iv) *Section 4 (Completion Date) of the Addendum permits the Developer to extend the Completion Date in certain circumstances beyond the Developer's control, provided that the Developer has exercised all reasonable diligence in completing construction. Regardless of the reason for delay if the Developer is unable to convey the Property to the Purchaser by the final date noted in Section 4 then the Purchaser may terminate the Purchase Contract.*
- (v) *Section 10 (Dimensions and Layout) of the Addendum confirms that areas and dimensions provided to a Purchaser in respect of a Strata Lot are approximate and not actual, and that the Developer reserves the right to make alterations to the size and layout of a Strata Lot if they are deemed desirable as determined by the Developer.*
- (vi) *Section 15 (Risk) of the Addendum permits a Purchaser 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.*

### **7.3 Developer's Commitments**

Any landscaping and/or road paving which is not completed at the time of conveyance of a Residential Strata Lot will be secured by bonding with the City of Kamloops as a condition of final approval of the Strata Plan.

### **7.4 Other Material Facts**

#### **(a) Occupancy**

Interim occupancy to occupy a Residential Strata Lot will be issued by the City of Kamloops. The City of Kamloops will not issue final occupancy until all of the landscaping (which will include common areas, if any) and the whole of the DP has been completed by the Developer and the Development has been re-inspected by the City of Kamloops.

#### **(b) Continuing Sales and Marketing Activities**

Following the deposit of the Final Strata Plan at the Kamloops Land Title Office the Developer will continue to carry out marketing activities for the Development for such period as the Developer may determine. Purchasers are directed to Division 8 of the Strata Bylaws in this regard.

#### **(c) Commercial Strata Lot**

Cambro is the legal and beneficial owner of the Commercial Strata Lot and no joint venture exists between Cambro and Fulcrum in respect of the same.

**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 17<sup>th</sup> day of September, 2021.**

CAMBRO DEVELOPMENT CORP.

by its authorized signatory:

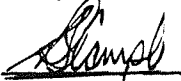
  
\_\_\_\_\_

D. Scott Campbell, president


The directors of CAMBRO DEVELOPMENT CORP. in their personal capacity:

  
\_\_\_\_\_

Ian M. Campbell

  
\_\_\_\_\_

D. Scott Campbell

  
\_\_\_\_\_

A. Lachlan Campbell

**DEEMED RELIANCE**

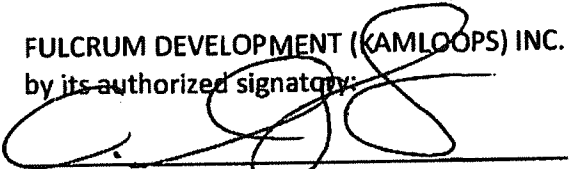
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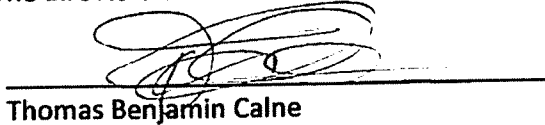
FULCRUM DEVELOPMENT (KAMLOOPS) INC.

by its authorized signatory:

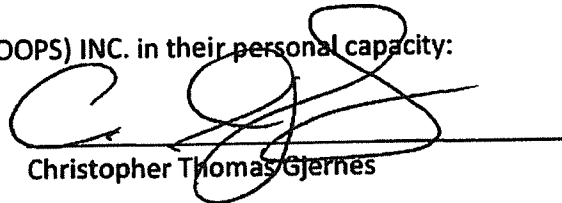


Christopher Thomas Gjernes, president

The directors of FULCRUM DEVELOPMENT (KAMLOOPS) INC. in their personal capacity:



Thomas Benjamin Calne



Christopher Thomas Gjernes

**DEEMED RELIANCE**

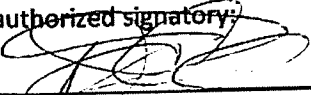
SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL 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**

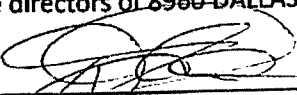
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 17<sup>th</sup> day of September, 2021

8960 DALLAS DRIVE JV HOLDINGS LTD.

by its authorized signatory:

  
\_\_\_\_\_  
Thomas Benjamin Calne, president

The directors of 8960 DALLAS DRIVE JV HOLDINGS LTD. in their personal capacity:

  
\_\_\_\_\_  
Thomas Benjamin Calne

  
\_\_\_\_\_  
D. Scott Campbell

Exhibit 2.1

Preliminary Site Layout Plan

*-See pages immediately following-*

**SKETCH PLAN OF HABITABLE AREA OF A  
PHASED STRATA PLAN OF LOT 1,  
Sec. 25, Tp. 20, R. 18, W6M,  
KDYD, PLAN EPP102566  
PURSUANT TO SECTION 68 OF THE LAND TITLE ACT**

BCGS 921.070

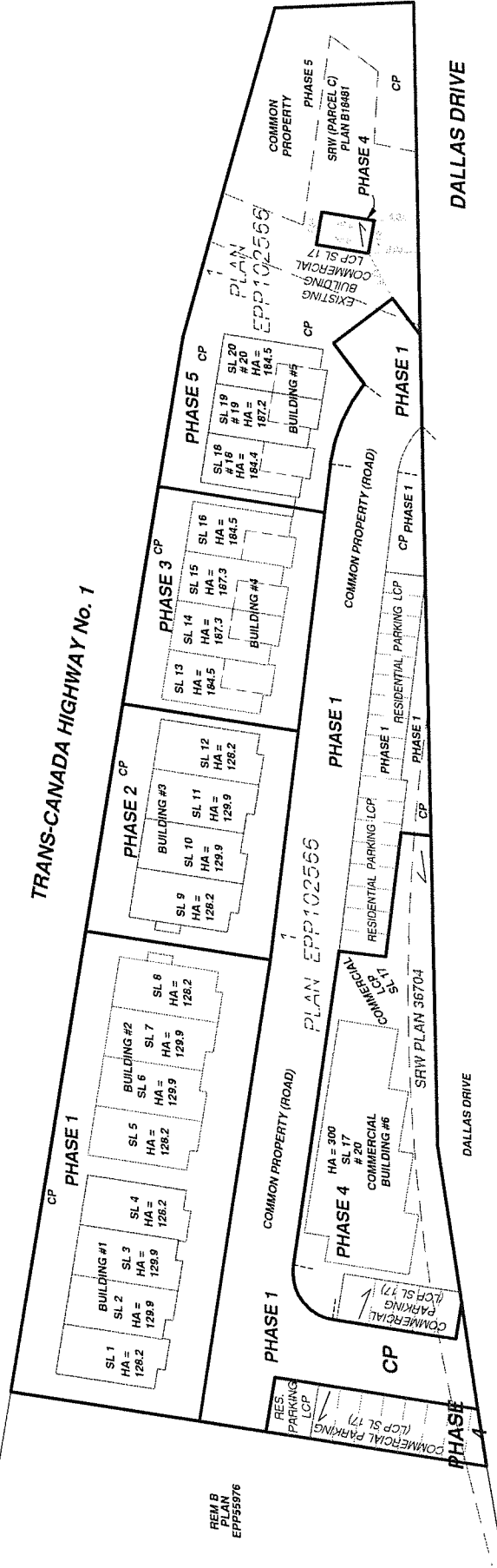


ALL DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY  
280mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1: 500.



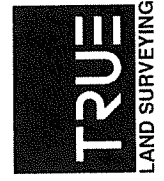
SL = DENOTES STRATA LOT  
HA = DENOTES HABITABLE AREA (\*\*ESTIMATED\*\*)  
CP = DENOTES COMMON PROPERTY  
LCP = DENOTES LIMITED COMMON PROPERTY

**TRANS-CANADA HIGHWAY No. 1**



**DALLAS DRIVE**

EXHIBIT 2.1



201 - 2079 Falcon Road • Kamloops BC • V2C 4J2  
tel 250.828.0881 • fax 250.828.0717  
info@true.landsurveying.com  
DRAWN BY: EG  
DWG FILE: 894-065 UE SKETCH PLAN  
JOB NO: 894-065  
FB: P:

Exhibit 2.3

Proposed Form P - Phasing Declaration

*-See pages immediately following-*



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

I, CAMBRO DEVELOPMENTS CORP., declare:

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

PID: 031-109-772      Lot 1 DL 268 KDYD Plan EPP102566

2. That the plan of development is as follows:

- a. the development shall be carried out in five (5) phases as follows:

<u>PHASE</u>	<u>NUMBER OF LOTS</u>	<u>COMMON FACILITIES</u>
1	8	Nil
2	4	Nil
3	4	Nil
4	1	Nil
5	3	Nil
TOTAL:	20	Nil

- b. a sketch plan showing:

- i. all of the land to be included in the phased strata plan;
- ii. the present parcel boundaries;
- iii. the approximate boundaries of each phase; and
- iv. the approximate location of the common facilities;

- c. the estimated dates of commencement and completion of construction for each phase is as follows:

<u>PHASE</u>	<u>DATE OF COMMENCEMENT</u>	<u>DATE OF COMPLETION</u>
1	May 1, 2021 to July 30, 2021 October 1, 2021 to December 31 2021	May 1, 2022 to July 30, 2022 October 1, 2022 to December 31 2022
2	March 1, 2022 to May 31, 2022	March 1, 2023 to May 31, 2023
3	June 1, 2022 to August 31, 2022	June 1, 2023 to August 31, 2023
4	July 1, 2022 to September 30, 2022	July 1, 2023 to September 30, 2023
5		

\*Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

- d. the estimated unit entitlement of each phase and the total unit entitlement of the completed development is as follows:

<u>Phase</u>	<u>Number of Residential Lots</u>	<u>Number of Non-Residential Lots</u>	<u>Unit Entitlement of Residential Lots in m<sup>2</sup></u>	<u>Unit Entitlement of Non-Residential Lots in m<sup>2</sup></u>
1	8	0	1032	0
2	4	0	516	0
3	4	0	744	0
4	0	1	0	300
5	3	0	556	0
<b>TOTALS:</b>	19	1	2848	300

- e. the maximum number of lots to be created will be 20 (consisting of 19 residential units and 1 non-residential unit) in the following configurations:

<u>PHASE</u>	<u>NUMBER OF LOTS</u>	<u>TYPE OF UNIT</u>
1	8	Townhouses (row-style)
2	4	Townhouses (row-style)
3	4	Townhouses (row-style)
4	1	Stand alone commercial
5	3	Townhouses (row-style)

3. I will elect to proceed with each phase on or by the following dates:

<u>PHASE</u>	<u>DATE</u>
1	May 1, 2021
2	October 1, 2021
3	March 1, 2022
4	June 1, 2022
5	July 1, 2022

\_\_\_\_\_  
Signature of Applicant - Cambro Developments Corp

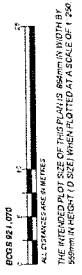
Date of approval: \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Approving Officer

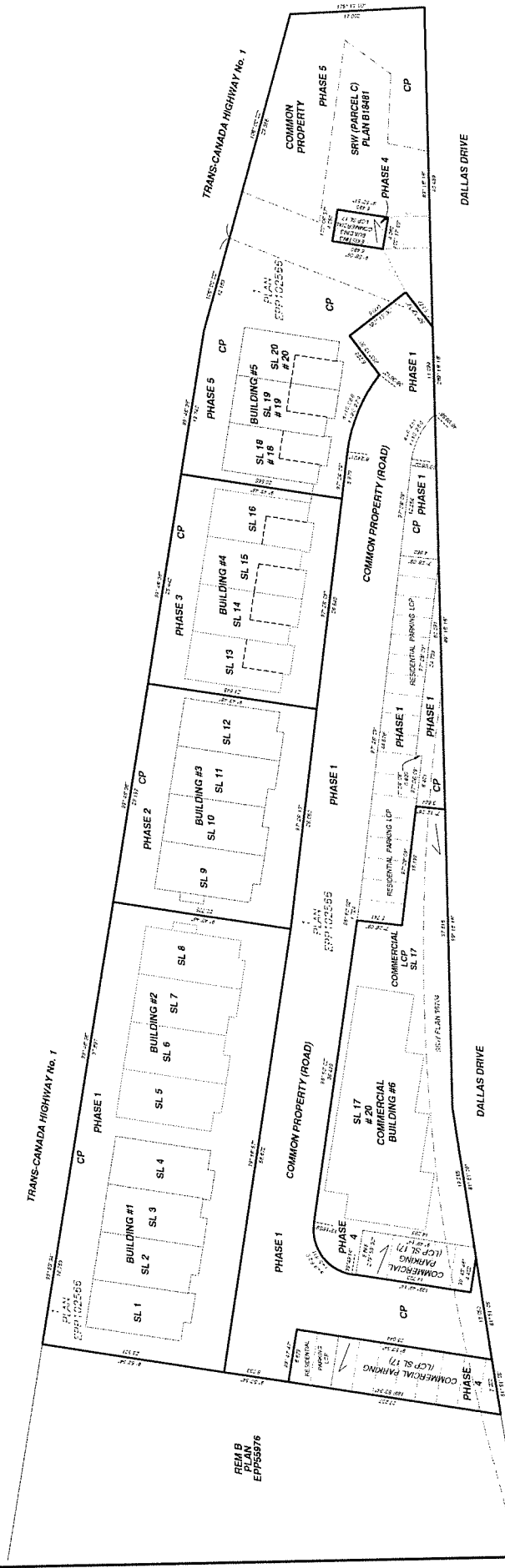
City of Kamloops  
Name of Municipality (or as the case may be)

\* Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

**SKETCH PLAN TO ACCOMPANY FORM P OF  
A PHASED STRATA PLAN OF LOT 1, Sec. 25,  
Tp. 20, R. 18, W6M, KDYD, PLAN EPP102566**



CIVIC ADDRESS:  
890 DALLAS DRIVE  
WILLOWDALE, ON



REA B  
EPP55876

Exhibit 2.4

Development Permit

*-See pages immediately following-*



**INTERDEPARTMENTAL MEMO**

Date: 28/05/2021 File No.: DPM00691  
To: Legislative Services  
From: BRIANNE MCCOURT  
Planner  
RE: Development Permit No. DPM00691  
8960 DALLAS DR

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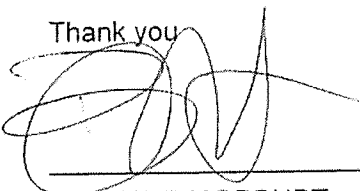
On 28/05/2019 City Council authorized the Corporate Officer to execute the above noted Development Permit on behalf of the City. **Please note: the legal description has changed due to a lot consolidation.**

Please find the following enclosed:

- Notice of Permit
- Development Permit
- Land Titles search submitted with the application

Please proceed with registration of the Notice of Permit with the Land Titles Office and provide confirmation of pending registration. Upon confirmation of final registration, please retain the original documents as the official file record for this permit and provide a copy of the registered permit for our file.

Thank you



\_\_\_\_\_  
BRIANNE MCCOURT  
Planner

Enclosures



LOCAL GOVERNMENT ACT  
(Part 14)  
NOTICE OF PERMIT

To: Registrar of Title  
Land Title Office  
Ministry of Attorney General  
Suite 114, 455 Columbia Street  
Box 19  
Kamloops BC V2C 6K4

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00691
(b) Statutory Authority	Local Government Act, Section 490
Legal Description of Land Affected	031-109-772 LOT 1, DISTRICT LOT 268, K.D.Y.D., PLAN EPP102566  8960 DALLAS DR
Issue Date	August 13, 2019

CITY OF KAMLOOPS

AUTHORIZED SIGNATORY:

DATE: June 1, 2021

Natalie Garbay, Corporate Officer

*Our corporate mission is...*

**MAKING KAMLOOPS SHINE**

7 Victoria Street West | Kamloops BC V2C 1A2 | P. 250-828-3311 | F. 250-828-3578 | [www.kamloops.ca](http://www.kamloops.ca)

S:\GROUP124\PROSPERO\PLANNING\DPM00691\DSO-DP NOTICE OF PERMIT\_LET.DOCX



## DEVELOPMENT PERMIT

PERMIT NUMBER: DPM00691

To: CAMBRO DEVELOPMENT CORP  
(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: 401-153 SEYMOUR ST  
KAMLOOPS BC V2C 2C7

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops bylaws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

**LOT 1, DISTRICT LOT 268, K.D.Y.D., PLAN EPP102566**  
(Legal Description)

**8960 DALLAS DR**  
(Address)

and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with site plan/landscape plan shown as Attachment "B-1" and elevation drawings shown as Attachment "B-2".
4. City of Kamloops Zoning Bylaw No. 5-1-2001 is hereby varied as follows:
  - Division Thirty-Eight – C-2 (Local Commercial), Section 3803, Regulations, by reducing the minimum permitted front yard setback from 6.0 m to 3.0 m.
  - Division Thirty-Eight – C-2 (Local Commercial), Section 3803, Regulations, by reducing the minimum permitted rear yard setback from 6.0 m to 4.5 m.
  - Division Fifty-Two – Off Street Parking, Section 5210, Small Car Parking, by allowing small car parking spaces to be sited on a vehicle circulation aisle that intersects with a municipal street.

- Division Fifty-Three – Landscaping, Screening and Fencing Regulations, Section 5310, Landscaping Screening and Fencing Requirements, by increasing the maximum permitted fence height in a yard that abuts a street from 1.0 m to 2.0 m.
- 5. If the Permittee or its successor(s) in title does not substantially commence any construction with respect to which this Permit was issued within two (2) years after the date it was issued, the Permit shall lapse.
- 6. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
- 7. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.
- 8. This Permit is not a Building Permit, Subdivision Approval or Zoning Amendment.

**DATE ISSUED BY COUNCIL:** August 13, 2019

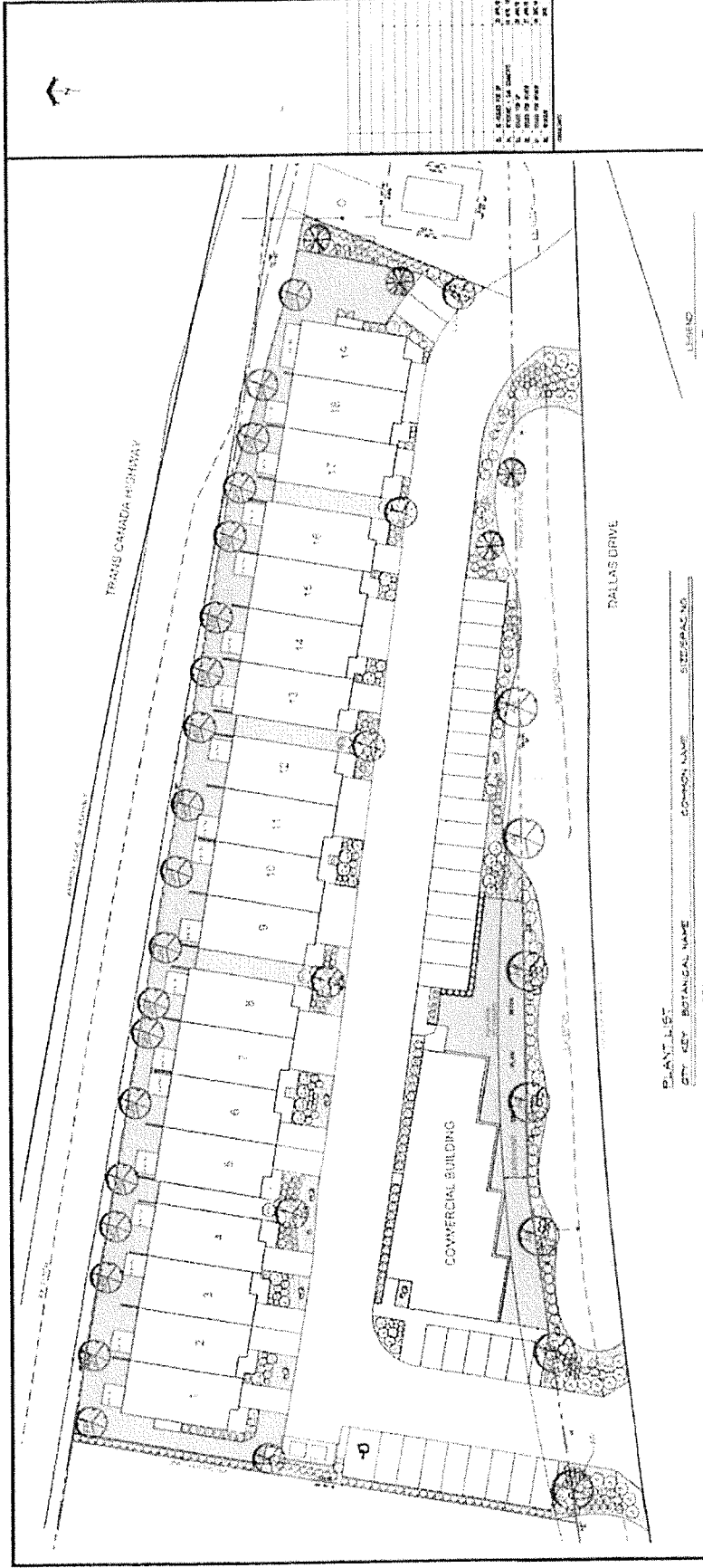
CITY OF KAMLOOPS  
AUTHORIZED SIGNATORY:

Natalie Garbay  
**Natalie Garbay, Corporate Officer**

DATE: June 1, 2021







**L.A. West**  
 LANDSCAPE ARCHITECTS  
 11111 W. CENTRAL EXPRESSWAY, SUITE 100  
 DALLAS, TEXAS 75241  
 TEL: 972-354-1111  
 FAX: 972-354-1112

**PROJECT:** COMMERCIAL BUILDING  
**DATE:** 10/15/01  
**SCALE:** 1/8" = 1'-0"

**LEGEND:**  
 TREE: 1" DIA. TREE (SEE LIST)  
 SHRUB: 1" DIA. SHRUB (SEE LIST)  
 PLANT: 1" DIA. PLANT (SEE LIST)  
 GRASS: GRASS (SEE LIST)  
 ASPHALT: ASPHALT (SEE LIST)  
 CONCRETE: CONCRETE (SEE LIST)  
 PAVEMENT: PAVEMENT (SEE LIST)  
 DRIVE: DRIVE (SEE LIST)  
 SIDEWALK: SIDEWALK (SEE LIST)  
 FENCE: FENCE (SEE LIST)  
 SIGN: SIGN (SEE LIST)

**PLANT LIST**

QTY	BOTANICAL NAME	COMMON NAME	STEMMING NO.
20	ACACIA GUM	WATTLE	10
20	ACACIA GUM	WATTLE	11
20	ACACIA GUM	WATTLE	12
20	ACACIA GUM	WATTLE	13
20	ACACIA GUM	WATTLE	14
20	ACACIA GUM	WATTLE	15
20	ACACIA GUM	WATTLE	16
20	ACACIA GUM	WATTLE	17
20	ACACIA GUM	WATTLE	18
20	ACACIA GUM	WATTLE	19
20	ACACIA GUM	WATTLE	20
20	ACACIA GUM	WATTLE	21
20	ACACIA GUM	WATTLE	22
20	ACACIA GUM	WATTLE	23
20	ACACIA GUM	WATTLE	24
20	ACACIA GUM	WATTLE	25
20	ACACIA GUM	WATTLE	26
20	ACACIA GUM	WATTLE	27
20	ACACIA GUM	WATTLE	28
20	ACACIA GUM	WATTLE	29
20	ACACIA GUM	WATTLE	30

**NOTES:**  
 1. ALL PLANTINGS TO BE DONE BY THE CONTRACTOR.  
 2. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 3. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 4. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 5. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 6. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 7. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 8. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 9. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.  
 10. ALL PLANTINGS TO BE DONE WITHIN 14 DAYS OF THE START OF CONSTRUCTION.

CONTRACTOR TO HAVE ALL PROVIDED PLANT TIES AND SIZE SUBSTITUTION APPROVED BY PROJECT ENGINEER ARCHITECT.  
 CONTRACTOR TO HAVE PLANT LAYOUT APPROVED BY ENGINEER REPRESENTATIVE PRIOR TO PLANTING.

<p>1. LAND TO BE</p> <p>2. WORK TO BE</p> <p>3. DATE OF</p> <p>4. DATE OF</p> <p>5. DATE OF</p> <p>6. DATE OF</p> <p>7. DATE OF</p> <p>8. DATE OF</p> <p>9. DATE OF</p> <p>10. DATE OF</p>	<p>11. DATE OF</p> <p>12. DATE OF</p> <p>13. DATE OF</p> <p>14. DATE OF</p> <p>15. DATE OF</p> <p>16. DATE OF</p> <p>17. DATE OF</p> <p>18. DATE OF</p> <p>19. DATE OF</p> <p>20. DATE OF</p>	<p>21. DATE OF</p> <p>22. DATE OF</p> <p>23. DATE OF</p> <p>24. DATE OF</p> <p>25. DATE OF</p> <p>26. DATE OF</p> <p>27. DATE OF</p> <p>28. DATE OF</p> <p>29. DATE OF</p> <p>30. DATE OF</p>	<p>31. DATE OF</p> <p>32. DATE OF</p> <p>33. DATE OF</p> <p>34. DATE OF</p> <p>35. DATE OF</p> <p>36. DATE OF</p> <p>37. DATE OF</p> <p>38. DATE OF</p> <p>39. DATE OF</p> <p>40. DATE OF</p>	<p>41. DATE OF</p> <p>42. DATE OF</p> <p>43. DATE OF</p> <p>44. DATE OF</p> <p>45. DATE OF</p> <p>46. DATE OF</p> <p>47. DATE OF</p> <p>48. DATE OF</p> <p>49. DATE OF</p> <p>50. DATE OF</p>
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**L.A. West**  
 ARCHITECTURAL FIRM  
 1000 WEST 10TH AVENUE  
 LOS ANGELES, CALIFORNIA 90024  
 TEL: 213-481-1111  
 FAX: 213-481-1112  
 WWW: WWW.LAWEST.COM

PROJECT NO. \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 PROJECT ADDRESS \_\_\_\_\_  
 PROJECT CITY \_\_\_\_\_  
 PROJECT STATE \_\_\_\_\_  
 PROJECT ZIP \_\_\_\_\_

DATE: \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 TOTAL SHEETS \_\_\_\_\_

**LANDSCAPE SPECIFICATIONS**

**GENERAL**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND EQUIPMENT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND SUBCONTRACTORS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND SECURITY MEASURES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND RECORDS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING AND EDUCATION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HEALTH AND SAFETY MEASURES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL PROTECTION MEASURES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION MEASURES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCE PROTECTION MEASURES.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHAELOGICAL PROTECTION MEASURES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PALEONTOLOGICAL PROTECTION MEASURES.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PLANT AND ANIMAL PROTECTION MEASURES.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY PROTECTION MEASURES.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER QUALITY PROTECTION MEASURES.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL CONSERVATION MEASURES.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SLOPE STABILIZATION MEASURES.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEBRIS REMOVAL MEASURES.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WASTE MANAGEMENT MEASURES.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY POLLUTION PREVENTION MEASURES.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CLIMATE CHANGE ADAPTATION MEASURES.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DISASTER PREPAREDNESS MEASURES.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESILIENCE BUILDING MEASURES.

28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUSTAINABLE DESIGN MEASURES.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GREEN BUILDING MEASURES.

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEED CERTIFICATION MEASURES.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY EFFICIENCY MEASURES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER EFFICIENCY MEASURES.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY IMPROVEMENT MEASURES.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL CONSERVATION IMPROVEMENT MEASURES.

35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL IMPROVEMENT MEASURES.

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45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEED CERTIFICATION IMPROVEMENT MEASURES.

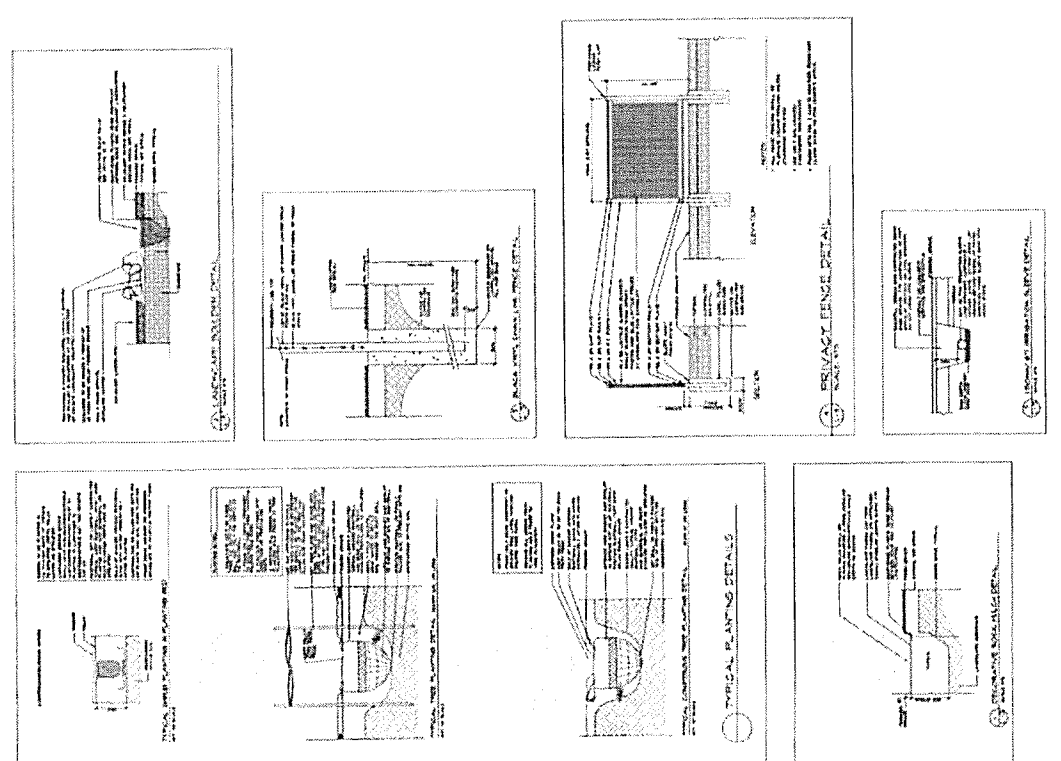
46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY EFFICIENCY IMPROVEMENT MEASURES.

47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER EFFICIENCY IMPROVEMENT MEASURES.

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49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL CONSERVATION IMPROVEMENT MEASURES.

50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL IMPROVEMENT MEASURES.

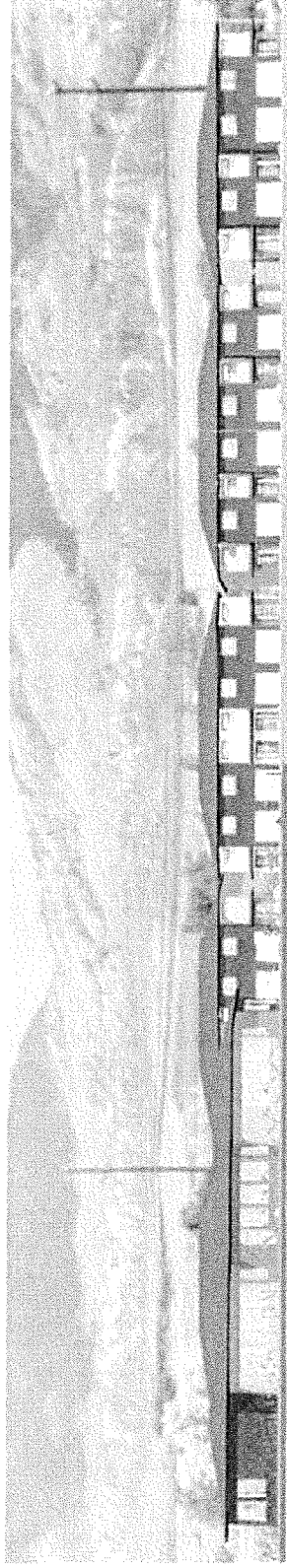




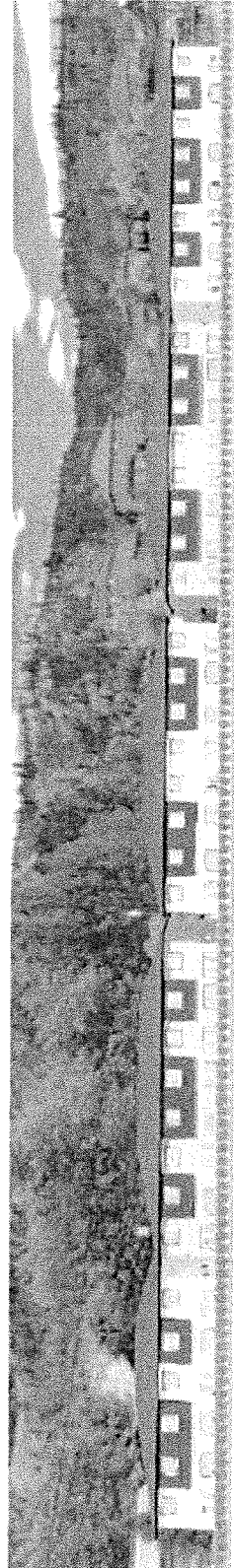




**8960 DALLAS DRIVE**  
**MULTI-FAMILY DEVELOPMENT**



FACING DALLAS DRIVE  
**SITE RENDERING**  
 8960 DALLAS DRIVE



FACING TRANS CANADA HIGHWAY  
**SITE RENDERING**  
 8960 DALLAS DRIVE

NO.	DATE	DESCRIPTION
1	10/15/2020	ISSUED FOR PERMITS
2	11/10/2020	REVISED PER COMMENTS
3	12/15/2020	REVISED PER COMMENTS
4	01/15/2021	REVISED PER COMMENTS
5	02/15/2021	REVISED PER COMMENTS
6	03/15/2021	REVISED PER COMMENTS
7	04/15/2021	REVISED PER COMMENTS
8	05/15/2021	REVISED PER COMMENTS
9	06/15/2021	REVISED PER COMMENTS
10	07/15/2021	REVISED PER COMMENTS
11	08/15/2021	REVISED PER COMMENTS
12	09/15/2021	REVISED PER COMMENTS

8960 DALLAS DRIVE  
 DEVELOPMENT PERMITS PROPOSAL  
 CAMBRIDGE DEVELOPMENT CORP.  
 SHEET: SITE RENDERINGS

8960 DALLAS DRIVE  
 DEVELOPMENT PERMITS PROPOSAL  
 CAMBRIDGE DEVELOPMENT CORP.

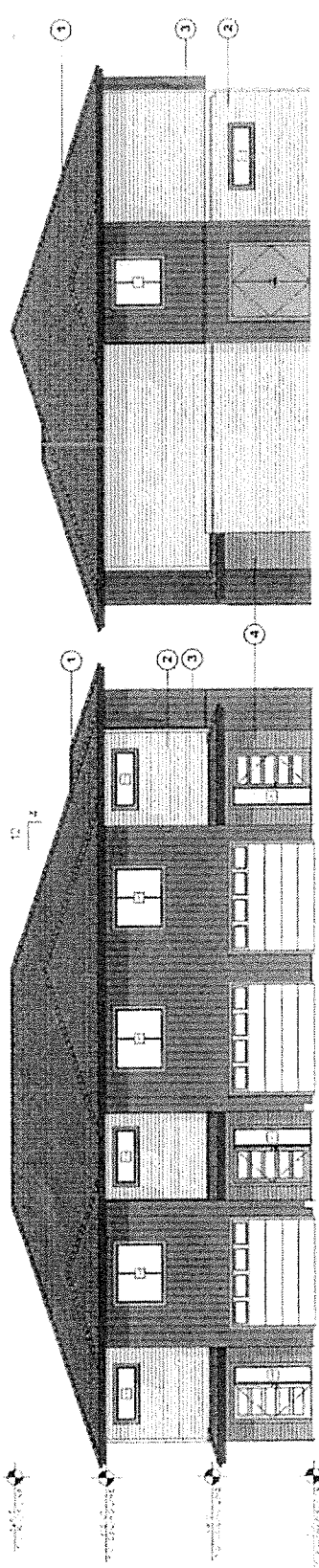


DATE: 10/15/2020  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SCALE: 1/8" = 1'-0"  
 SHEET: A-6

A-6

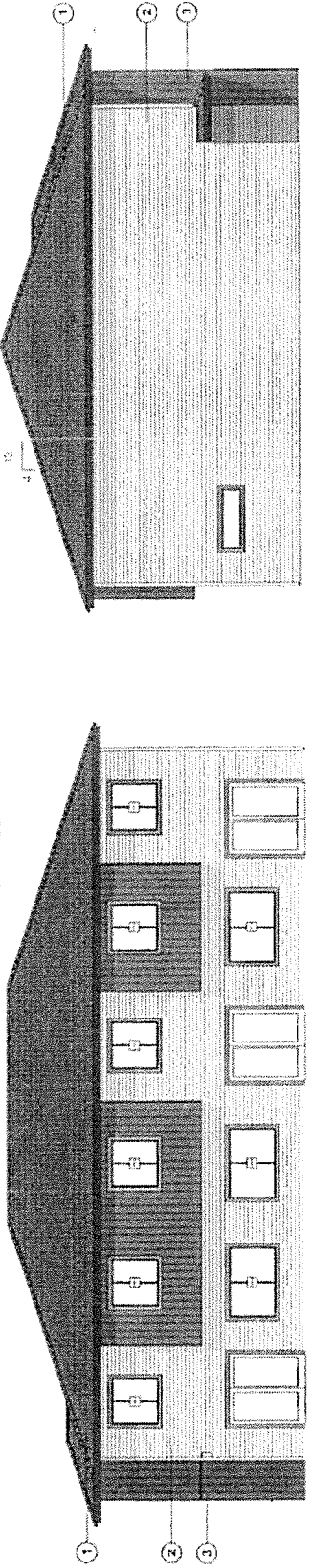
**8960 DALLAS DRIVE**  
**MULTI-FAMILY DEVELOPMENT**



FRONT ELEVATION (SOUTH - DALLAS DRIVE)  
 FACING DALLAS DRIVE

RIGHT ELEVATION (EAST)

- 1 UNCOLORED VERTICAL Siding
- 2 UNCOLORED VERTICAL Siding
- 3 UNCOLORED VERTICAL Siding
- 4 UNCOLORED VERTICAL Siding
- 5 UNCOLORED VERTICAL Siding
- 6 UNCOLORED VERTICAL Siding
- 7 UNCOLORED VERTICAL Siding
- 8 UNCOLORED VERTICAL Siding
- 9 UNCOLORED VERTICAL Siding
- 10 UNCOLORED VERTICAL Siding
- 11 UNCOLORED VERTICAL Siding
- 12 UNCOLORED VERTICAL Siding



LEFT ELEVATION (WEST)

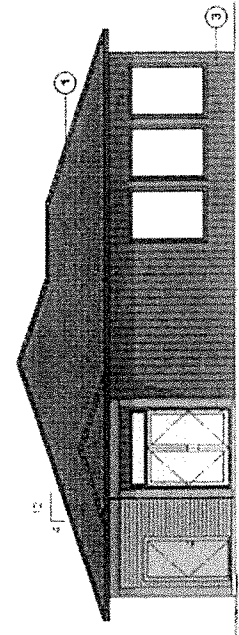
REAR ELEVATION (HIGHWAY)  
 FACING TRANS-CANADA HIGHWAY

	8960 DALLAS DRIVE DEVELOPMENT EXTERIOR PROPOSAL CABRERO DEVELOPMENT CORP.	PROPOSED EXTERIOR ELEVATIONS EXTERIOR ELEVATIONS	DATE: 11/15/2024 SCALE: 1/8" = 1'-0" SHEET: A-7
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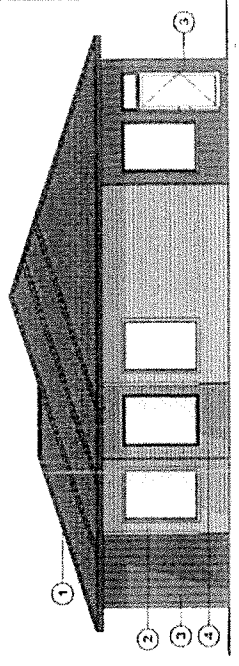


8960 DALLAS DRIVE

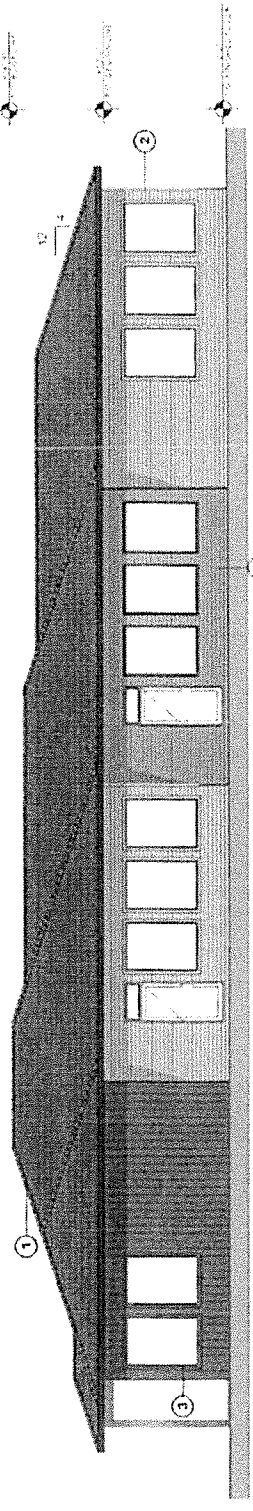
PROPOSED COMMERCIAL BUILDING



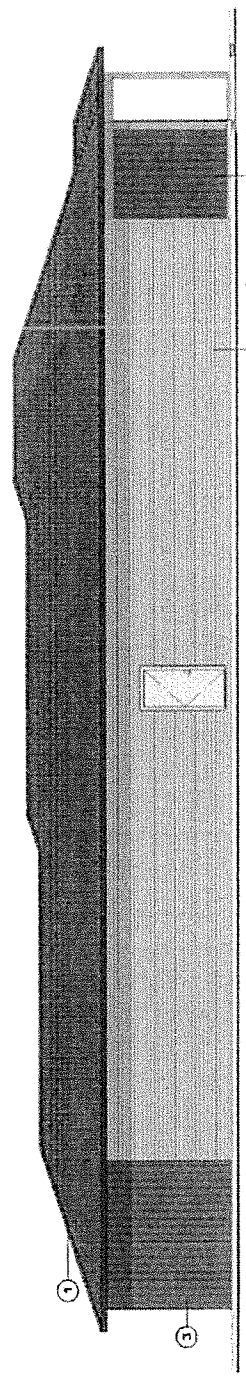
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION  
FACING DALLAS DRIVE



LEFT ELEVATION  
FACING MULTI-FAMILY UNITS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2019
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	

PROPOSED COMMERCIAL BLDG.  
EXTRIHUB ELEVATIONS

8960 DALLAS DRIVE  
DEVELOPMENT PERMIT PROPOSAL  
CAMARGO DEVELOPMENT CORP.



DATE: 11/15/2019  
SCALE: AS SHOWN

SHEET: A-8



**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	KAMLOOPS KAMLOOPS
<b>Title Number</b> From Title Number	CA8217210 CA6722254 CA8214621
<b>Application Received</b>	2020-05-29
<b>Application Entered</b>	2020-06-09
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	CAMBRO DEVELOPMENT CORP., INC.NO. BC1144784 #401 - 153 SEYMOUR STREET KAMLOOPS, BC V2C 2C7
<b>Taxation Authority</b>	Kamloops, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-109-772 LOT 1 DISTRICT LOT 268 KAMLOOPS DIVISION YALE DISTRICT PLAN EPP102566

**Legal Notations**

HERETO IS ANNEXED EASEMENT C28858 OVER LOT A PLAN 16660

RE PARAGRAPHS E & E SEC 23 (1) LTA SEE DF J70456, 11/12/74

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB338470

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB338471

**TITLE SEARCH PRINT**

File Reference: 36343005

2021-05-13, 08:25:58  
Requestor: Madison Wilson

**Charges, Liens and Interests**

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

EASEMENT  
W51749  
1984-09-25 12:55  
INTER ALIA  
PART SHOWN AS PARCEL C ON PLAN B18481  
EXCEPT PLAN KAP45348  
APPURTENANT TO LOTS A AND B PLAN 34979

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

STATUTORY RIGHT OF WAY  
W51750  
1984-09-25 12:55  
THE CITY OF KAMLOOPS  
INTER ALIA  
PART SHOWN AS PARCEL C ON PLAN B18481  
WITH ANCILLARY RIGHTS OVER THE REMAINDER  
PART FORMERLY LOT C PLAN EPP55975

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:

STATUTORY RIGHT OF WAY  
X93465  
1986-03-25 08:37  
INLAND NATURAL GAS CO. LTD.  
INCORPORATION NO. 28737  
INTER ALIA  
PART ON PLAN 36704

Remarks:

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

STATUTORY RIGHT OF WAY  
LA48787  
2006-04-18 13:43  
CITY OF KAMLOOPS  
INTER ALIA  
PART FORMERLY LOT C PLAN EPP55975

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

STATUTORY RIGHT OF WAY  
LB543832  
2015-10-27 14:24  
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
INTER ALIA  
PART FORMERLY LOT C PLAN EPP55975

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:

STATUTORY RIGHT OF WAY  
LB543833  
2015-10-27 14:24  
TELUS COMMUNICATIONS INC.  
INCORPORATION NO. A94610  
INTER ALIA  
PART FORMERLY LOT C PLAN EPP55975

Remarks:

**TITLE SEARCH PRINT**

File Reference: 36343005

2021-05-13, 08:25:58  
Requestor: Madison Wilson

Nature: COVENANT  
Registration Number: CA5045300  
Registration Date and Time: 2016-03-15 14:44  
Registered Owner: CITY OF KAMLOOPS  
Remarks: PART FORMERLY LOT C PLAN EPP55975

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5138038  
Registration Date and Time: 2016-04-27 14:50  
Registered Owner: FORTISBC ENERGY INC.  
INCORPORATION NO. BC1023718  
Remarks: INTER ALIA  
PART FORMERLY LOT C PLAN EPP55975

Nature: MORTGAGE  
Registration Number: CA8562677  
Registration Date and Time: 2020-11-12 09:36  
Registered Owner: FIRST WEST CREDIT UNION  
INCORPORATION NO. FI - 156

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA8562678  
Registration Date and Time: 2020-11-12 09:36  
Registered Owner: FIRST WEST CREDIT UNION  
INCORPORATION NO. FI - 156

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**INTERDEPARTMENTAL MEMO**

Date: May 28, 2021 File No.: DPM00804  
To: Legislative Services  
From: BRIANNE MCCOURT  
Planner  
RE: Development Permit No. DPM00804  
8960 DALLAS DR

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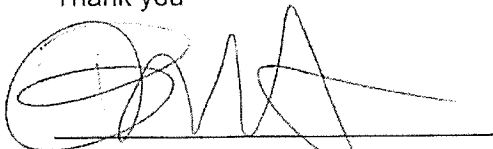
On May 27, 2021 the Planning and Development Manager executed the above noted Development Permit on behalf of the City.

Please find the following enclosed:

- Notice of Permit
- Development Permit
- Land Titles search submitted with the application

Please proceed with registration of the Notice of Permit with the Land Titles Office and provide confirmation of pending registration. Upon confirmation of final registration, please retain the original documents as the official file record for this permit and provide a copy of the registered permit for our file.

Thank you



BRIANNE MCCOURT  
Planner

Enclosures

**INTERDEPARTMENTAL MEMO**

Date: May 27, 2021 File No.: DPM00804  
TO: Rod Martin, Planning And Development Manager/Approving Officer  
FROM: BRIANNE MCCOURT, PLANNER  
RE: Delegated Authority Approval of Development Permit No. DPM00804  
8960 DALLAS DR

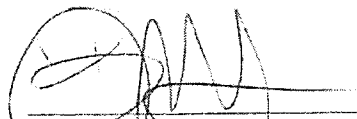
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As per Development Permit Procedure and Delegation Bylaw No. 5-1-2277, Council delegates authority to the Development and Engineering Services Director and the Planning and Development Manager to issue amendments to existing Development Permits

A Development Permit amendment is required for the following:


- Amending the eastern most building to have a third story, visible along the rear elevation only.
- The building will still comply with the two storey building height in the C-2 Zone.
- The internal streetscape is consistent with the Council approved development permit DPM00691.

Given there are no concerns relating to zoning and the amendment is consistent with the form and character approved in DPM00691, the Development, Engineering and Sustainability Department supports this application.



---

BRIANNE MCCOURT  
Planner



---

R. J. Martin  
Planning and Development Manager/Approving Officer

*May 27, 2021*  
Date

Attachment



LOCAL GOVERNMENT ACT  
(Part 14)  
NOTICE OF PERMIT

To: Registrar of Title  
Land Title Office  
Ministry of Attorney General  
Suite 114, 455 Columbia Street  
Box 19  
Kamloops BC V2C 6K4

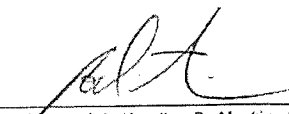
TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00804
(b) Statutory Authority	Local Government Act, Section 490
Legal Description of Land Affected	031-109-772 LOT 1, DISTRICT LOT 268, K.D.Y.D., PLAN EPP102566 8960 DALLAS DR
Issue Date	May 27, 2021

CITY OF KAMLOOPS

AUTHORIZED SIGNATORY:

  
Delegated Authority, R. Martin, MCIP, RPP  
Planning & Development Manager/  
Approving Officer

DATE: May 27, 2021

Our corporate mission is...

MAKING KAMLOOPS SHINE

7 Victoria Street West | Kamloops BC V2C 1A2 | P. 250-828-3311 | F. 250-828-3578 | www.kamloops.ca





## DEVELOPMENT PERMIT

PERMIT NUMBER: DPM00804

To: CAMBRO DEVELOPMENT CORP  
(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: 401-153 SEYMOUR ST  
KAMLOOPS BC V2C 2C7

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops bylaws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

**LOT 1, DISTRICT LOT 268, K.D.Y.D., PLAN EPP102566**  
(Legal Description)

**8960 DALLAS DR**  
(Address)

and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with the Site Plan and Elevations shown as Attachment "A-1".
4. If the Permittee or its successor(s) in title does not substantially commence any construction with respect to which this Permit was issued within two (2) years after the date it was issued, the Permit shall lapse.
5. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
6. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.

7. This Permit is not a Building Permit, Subdivision or Zoning Amendment.

**DATE ISSUED:** May 27, 2021

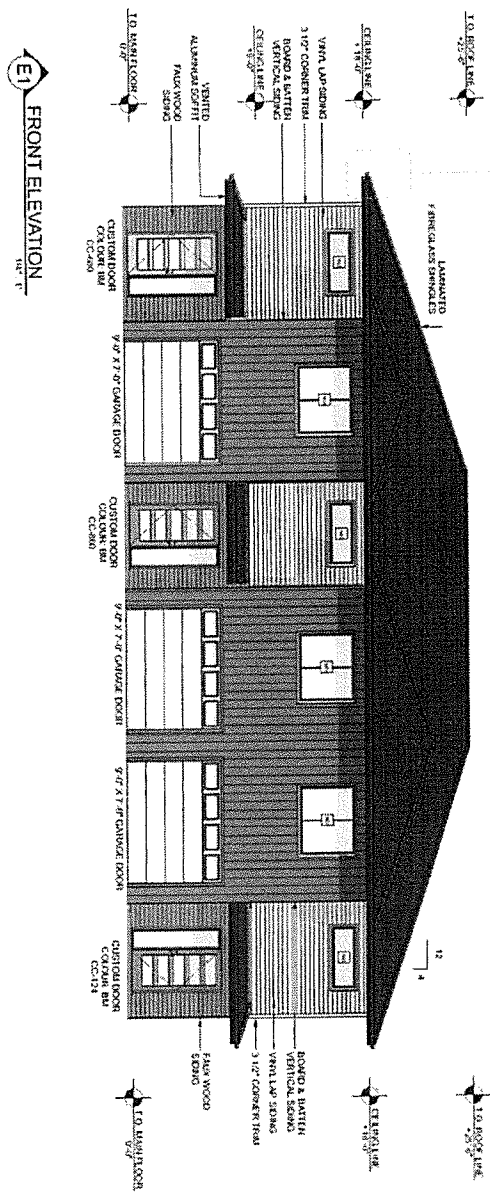


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Delegated Authority  
R. Martin, Planning & Development Manager/Approving Officer

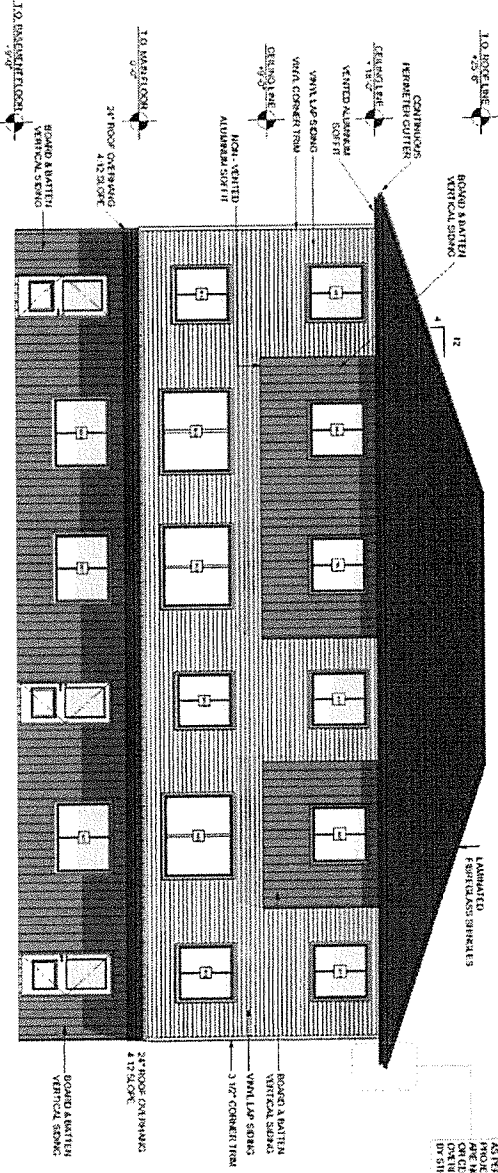


AS PER SECTION 9-10.15.5, CONSISTENT WITH PROJECTIONS THAT ARE MORE THAN 1/2" OF THE BUILDING HEIGHT, THE ROOF OVERHANG SHALL BE CONSIDERED AS A SEPARATE DETAIL ON PAGE A-1. DETAIL TO BE APPROVED BY STRUCTURAL ENGINEER.



**E1** FRONT ELEVATION  
1/8" = 1'

AS PER SECTION 9-10.15.5, CONSISTENT WITH PROJECTIONS THAT ARE MORE THAN 1/2" OF THE BUILDING HEIGHT, THE ROOF OVERHANG SHALL BE CONSIDERED AS A SEPARATE DETAIL ON PAGE A-1. DETAIL TO BE APPROVED BY STRUCTURAL ENGINEER.



**E2** REAR ELEVATION  
1/8" = 1'

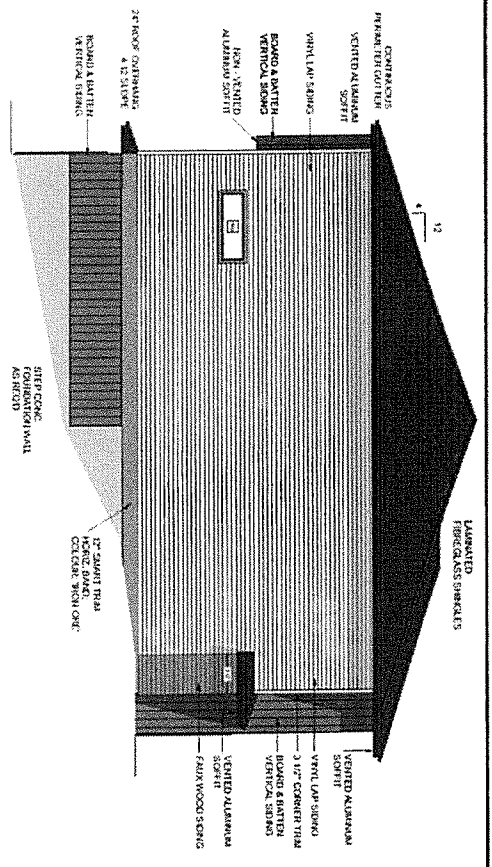
NO.	REVISION	BY	DATE
1	ISSUE	CEM	2017-05-04
2			
3			
4			

SHEET TITLE  
**EXTERIOR ELEVATIONS**

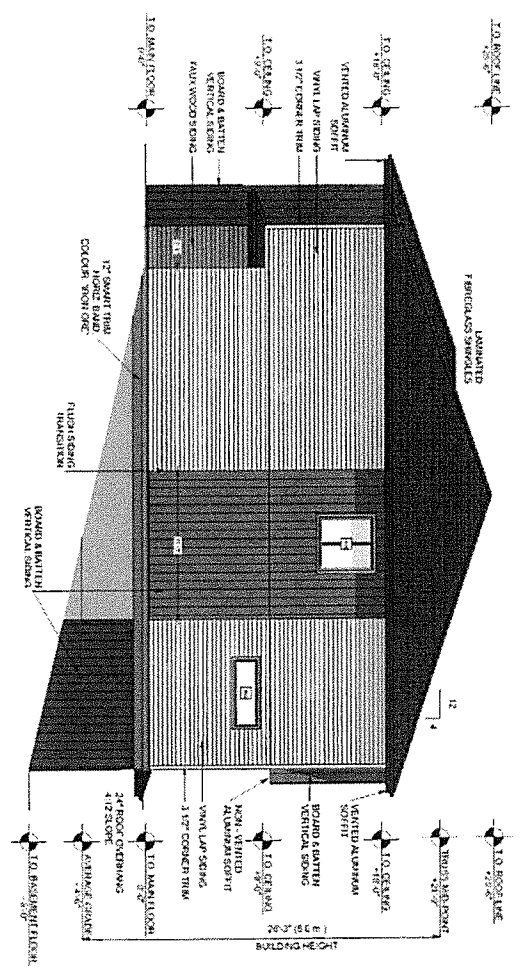
PROJECT DESCRIPTION  
**BUILDING 17-19  
8960 DALLAS DRIVE  
KAMLOOPS, BC**

**MOTIVO**  
DESIGN GROUP INC  
KAMLOOPS, BC  
250 BAYVIEW  
KAMLOOPS, BC  
V2C 2G8

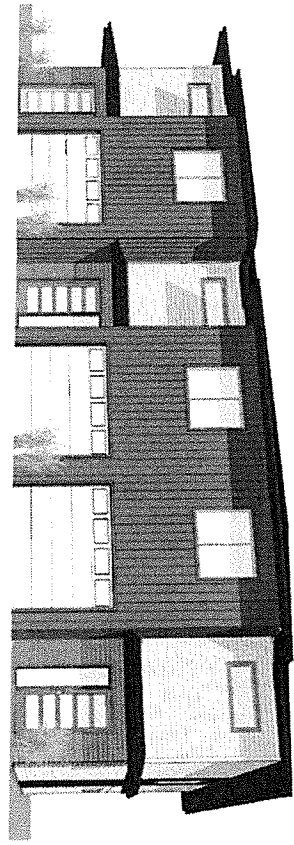
PRINT SCALE  
ARCH D  
SHEET:  
**A-2**



**E3 LEFT ELEVATION**  
1/4" = 1'



**E4 RIGHT ELEVATION**  
1/4" = 1'



**CONCEPTUAL RENDERINGS**  
NOT TO SCALE

**ELEVATION LEGEND:**

- 1) ROOFING: CLAMATED, LAMINATED FIBERGLASS SHEET, CHARWOOD
- 2) VENT LIP SIDING: CENTER: (FAUXWOOD) & CORNER: 2" COLOR VENTED CO. W/ALUMINUM VENT CORNER TRIM
- 3) BOARD & BATTEN: 1 1/2" BOARD & BATTEN @ 12" OC - COX CAR 2001 OR
- 4) FAUX WOOD SIDING: (V) ARCHITECTURAL, SMOOTH VOROVER PANEL - 4" VARIANTS - (EMERSON)
- 5) VENTED ALUMINUM SCOFF: 2" VENTED ALUMINUM SCOFF
- 6) BOARD & BATTEN: 2 1/2" BOARD TRIM, COX CAR 2001 OR
- 7) WINDOW: 3 VENT FRAME, WHITE (STYLE - SEE ELEVATIONS)
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- 100) WINDOW: 3 VENT FRAME, WHITE (STYLE - SEE ELEVATIONS)

**SPATIAL SEPARATION CALCULATIONS:**

DESCRIPTION	AREA (SQ FT)	PERCENTAGE
1) ROOFING	1,200	15%
2) VENT LIP SIDING	3,500	44%
3) BOARD & BATTEN	2,500	31%
4) FAUX WOOD SIDING	1,000	13%
5) VENTED ALUMINUM SCOFF	500	6%
6) BOARD & BATTEN TRIM	100	1%
7) WINDOW	100	1%
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**MOTIVO**  
DESIGN GROUP INC

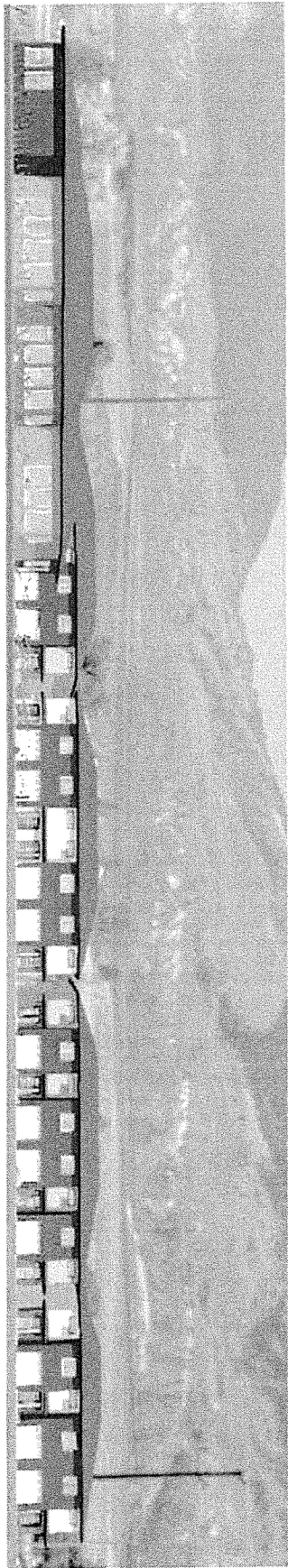
PROJECT DESCRIPTION  
**BUILDING 17-19**  
8960 DALLAS DRIVE  
KAMLOOPS, BC

SHEET TITLE  
**EXTERIOR ELEVATIONS**

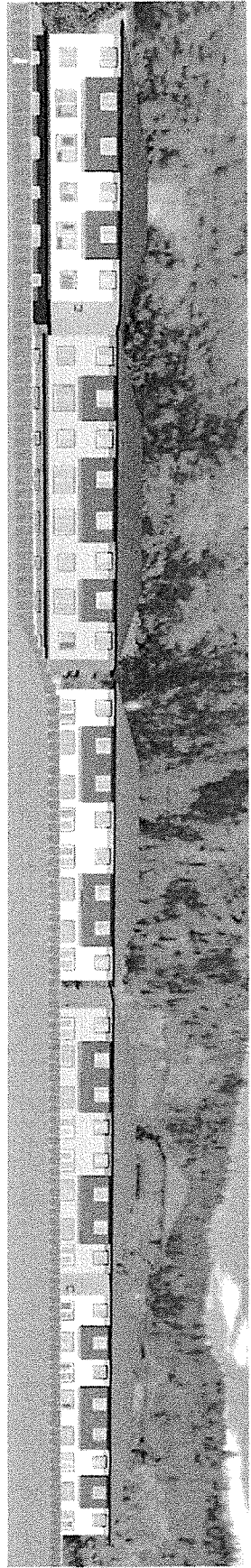
NO.	DATE	BY	DESIGN	SCALE
1	2024-01-15	J. SMITH	CONCEPT	1/4" = 1'
2	2024-02-01	J. SMITH	REVISION	1/4" = 1'
3	2024-02-15	J. SMITH	REVISION	1/4" = 1'
4	2024-03-01	J. SMITH	REVISION	1/4" = 1'

**A-3**

**8960 DALLAS DRIVE**  
MULTI-FAMILY DEVELOPMENT



SITE RENDERING  
SOUTH VIEW (DALLAS DRIVE)



SITE RENDERING  
NORTH VIEW (FRANKS-CANADA HIGHWAY)  
NE CORNER 22742434 DRIVE TO SHEL CONCRETE

NO.	DESCRIPTION	BY	SCALE
0	CONCEPT	CSM	1/8" = 1'-0"
1	SCHEMATIC	CSM	1/8" = 1'-0"
2	PERMIT	CSM	1/8" = 1'-0"
3	REVISION	CSM	1/8" = 1'-0"
4	REVISION	CSM	1/8" = 1'-0"

SHEET TITLE  
**SITE RENDERINGS**

PROJECT DESCRIPTION  
**8960 DALLAS DRIVE  
DEVELOPMENT PERMIT PROPOSAL  
CAMBRO DEVELOPMENT CORP.**

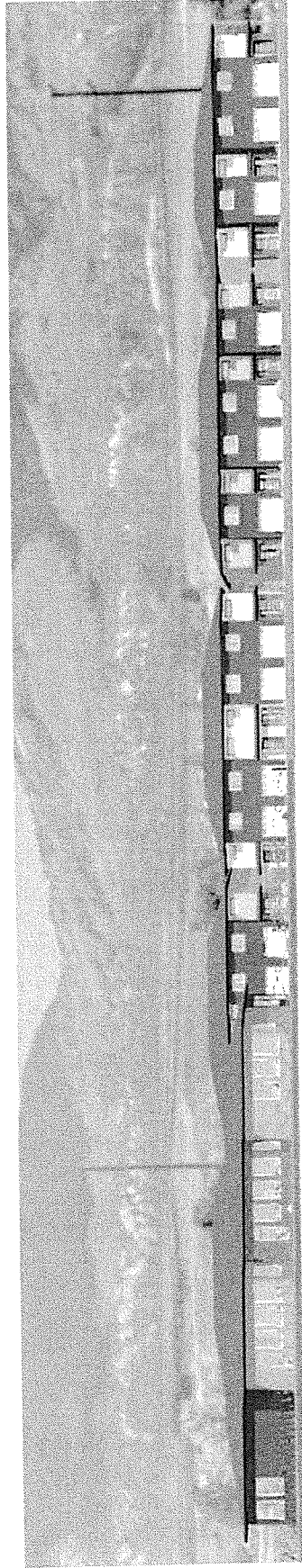
DRAWINGS PROVIDED BY  
**EVERETT**  
200 108th Street  
Edinburg, TX  
78542-2887  
info@everettgroup.com

DATE  
2021-02-09

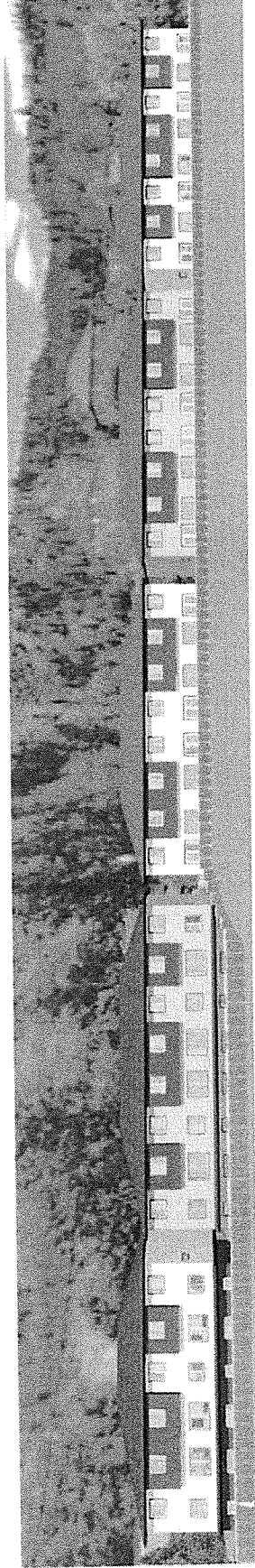
SCALE:  
AS SHOWN ON PLAN

SHEET:  
**A-6**

**8960 DALLAS DRIVE**  
 MULTI-FAMILY DEVELOPMENT



**SITE RENDERING**  
 SOUTH VIEW (DALLAS DRIVE)



**SITE RENDERING**  
 NORTH VIEW (TRANS-CANADA HIGHWAY)

NO.	DESCRIPTION	BY	DATE
1	CONCEPT PLAN	MM	02/14/09
2	CONCEPT PLAN	MM	02/14/09
3	CONCEPT PLAN	MM	02/14/09
4	CONCEPT PLAN	MM	02/14/09
5	CONCEPT PLAN	MM	02/14/09
6	CONCEPT PLAN	MM	02/14/09
7	PERMITS	MM	02/14/09
8	PERMITS	MM	02/14/09
9	PERMITS	MM	02/14/09
10	PERMITS	MM	02/14/09

**SITE RENDERINGS**

SHEET TITLE

PROJECT DESCRIPTION  
**8960 DALLAS DRIVE**  
 DEVELOPMENT PERMIT PROPOSAL  
 CAMBRO DEVELOPMENT CORP.



DATE: 2021-02-09

SCALE: AS SPECIFIED

SHEET: A-6

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** SECTION 98 LAND TITLE ACT

**Land Title District** KAMLOOPS  
**Land Title Office** KAMLOOPS

**Title Number** CA8217210  
**From Title Number** CA6722254  
CA8214621

**Application Received** 2020-05-29

**Application Entered** 2020-06-09

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** CAMBRO DEVELOPMENT CORP., INC.NO. BC1144784  
#401 - 153 SEYMOUR STREET  
KAMLOOPS, BC  
V2C 2C7

**Taxation Authority** Kamloops, City of

**Description of Land**  
**Parcel Identifier:** 031-109-772  
**Legal Description:**  
LOT 1 DISTRICT LOT 268 KAMLOOPS DIVISION YALE DISTRICT PLAN EPP102566

**Legal Notations**

HERETO IS ANNEXED EASEMENT C28858 OVER LOT A PLAN 16660

RE PARAGRAPHS E & E SEC 23 (1) LTA SEE DF J70456, 11/12/74

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB338470

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB338471



**TITLE SEARCH PRINT**

File Reference: 36343005

2021-05-13, 08:25:58  
Requestor: Madison Wilson

**Charges, Liens and Interests**

Nature:	EASEMENT
Registration Number:	W51749
Registration Date and Time:	1984-09-25 12:55
Remarks:	INTER ALIA PART SHOWN AS PARCEL C ON PLAN B18481 EXCEPT PLAN KAP45348 APPURTENANT TO LOTS A AND B PLAN 34979

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	W51750
Registration Date and Time:	1984-09-25 12:55
Registered Owner:	THE CITY OF KAMLOOPS
Remarks:	INTER ALIA PART SHOWN AS PARCEL C ON PLAN B18481 WITH ANCILLARY RIGHTS OVER THE REMAINDER PART FORMERLY LOT C PLAN EPP55975

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	X93465
Registration Date and Time:	1986-03-25 08:37
Registered Owner:	INLAND NATURAL GAS CO. LTD. INCORPORATION NO. 28737
Remarks:	INTER ALIA PART ON PLAN 36704

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LA48787
Registration Date and Time:	2006-04-18 13:43
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA PART FORMERLY LOT C PLAN EPP55975

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB543832
Registration Date and Time:	2015-10-27 14:24
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA PART FORMERLY LOT C PLAN EPP55975

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB543833
Registration Date and Time:	2015-10-27 14:24
Registered Owner:	TELUS COMMUNICATIONS INC. INCORPORATION NO. A94610
Remarks:	INTER ALIA PART FORMERLY LOT C PLAN EPP55975

**TITLE SEARCH PRINT**

File Reference: 36343005

2021-05-13, 08:25:58  
Requestor: Madison Wilson

Nature: COVENANT  
Registration Number: CA5045300  
Registration Date and Time: 2016-03-15 14:44  
Registered Owner: CITY OF KAMLOOPS  
Remarks: PART FORMERLY LOT C PLAN EPP55975

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5138038  
Registration Date and Time: 2016-04-27 14:50  
Registered Owner: FORTISBC ENERGY INC.  
INCORPORATION NO. BC1023718  
Remarks: INTER ALIA  
PART FORMERLY LOT C PLAN EPP55975

Nature: MORTGAGE  
Registration Number: CA8562677  
Registration Date and Time: 2020-11-12 09:36  
Registered Owner: FIRST WEST CREDIT UNION  
INCORPORATION NO. FI - 156

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA8562678  
Registration Date and Time: 2020-11-12 09:36  
Registered Owner: FIRST WEST CREDIT UNION  
INCORPORATION NO. FI - 156

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

Exhibit 3.1

Proposed Form V - Unit Entitlement

*-See pages immediately following-*

**Strata Property Act**

**FORM V**  
**SCHEDULE OF UNIT ENTITLEMENT**  
*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS \_\_\_\_\_, being a strata plan of:

PID: 031-109-772 Lot 1 DL 268 KDYD Plan EPP102566

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- (a) the habitable area of the lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, \_\_\_\_\_, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Signature

**OR**

- ~~(b) a whole number that is the same for all of the residential strata lot as set out in section 246(3)(a)(ii) of the *Strata Property Act*.~~

**OR**

- ~~(c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.~~

\_\_\_\_\_  
 Signature of Superintendent of Real Estate

Strata Lot No. RESIDENTIAL UNITS ONLY	Sheet No. RESIDENTIAL UNITS ONLY	Habitable Area in m <sup>2</sup> RESIDENTIAL UNITS ONLY	Unit Entitlement RESIDENTIAL UNITS ONLY	%* of Total Unit Entitlement of Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
1		128.2	128		
2		129.9	130		
3		129.9	130		
4		128.2	128		

5		128.2	128		
6		129.9	130		
7		129.9	130		
8		128.2	128		
9		128.2	128		
10		129.9	130		
11		129.9	130		
12		128.2	128		
13		184.5	185		
14		187.3	187		
15		187.3	187		
16		184.5	185		
18		184.4	184		
19		187.2	187		
20		184.5	185		
<b>Total number of Residential Strata Lots: 19</b>		<b>Total Unit Entitlement of Residential Strata Lots: 2848</b>			

\* expression of percentage is for informational purposes only and has no legal effect  
\*\* not required for a phase of a phased strata plan

The unit entitlement for each **nonresidential** strata lot is one of the following, as set out in the following table:

- (a) the total area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(b)(i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, \_\_\_\_\_, a British Columbia land surveyor, certify that the following table reflects the total area of each nonresidential strata lot.

Date: \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

**OR**

~~(b) a whole number that is the same for all of the nonresidential strata lots as set out in section 246(3)(b)(ii) of the *Strata Property Act*.~~

**OR**

~~(c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(b)(iii) of the *Strata Property Act*.~~

\_\_\_\_\_  
Signature of Superintendent of Real Estate

Strata Lot No. NONRESIDENTIAL UNITS ONLY	Sheet No. NONRESIDENTIAL UNITS ONLY	Total Area in m <sup>2</sup> NONRESIDENTIAL UNITS ONLY	Unit Entitlement NONRESIDENTIAL UNITS ONLY	%* of Total Unit Entitlement of Nonresidential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
17		300.0	300		
<b>Total number of Nonresidential Strata Lots: 1</b>			<b>Total Unit Entitlement of Nonresidential Strata Lots: 300</b>		

\* expression of percentage is for informational purposes only and has no legal effect  
\*\* not required for a phase of a phased strata plan

**Schedule of Unit Entitlement approved by the Superintendent of Real Estate in accordance with section 246(5) of the *Strata Property Act*.**

\_\_\_\_\_  
Signature of Superintendent of Real Estate

Date: \_\_\_\_\_, 2021.

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

Exhibit 3.5

Strata Bylaws

*-See pages immediately following-*

**Strata Property Act**

**FORM Y**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

*(Section 245 (d), Regulation section 14.6 (2))*

Re: Strata Plan EPS \_\_\_\_\_, being a strata plan of:

PID: 031-109-772

Lot 1 DL 268 KDYD Plan EPP102566

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act.

1. The Standard Bylaws are replaced with the following:

**BYLAWS**

**“Kermode Landing”**

**DIVISION 1 - CREATION OF TYPES**

**1.1 Types**

For purposes of apportionment of common expenses under bylaw 7.1 below the following types are hereby created for strata lots (each a “Type”):

- (a) residential strata lots; and
- (b) non-residential strata lots.

**DIVISION 2 - DUTIES OF OWNERS, TENANTS, AND OCCUPANTS - PAYMENT OF STRATA FEES**

**2.1 Payment of Strata Fees**

- (a) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay a special levy at the required time the owner may be fined \$50.00 for each month the special levy remains unpaid.
- (b) All banking charges incurred by the strata corporation as a result of a cheque being dishonored by the owner's financial institution will be charged back to the owner.
- (c) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.



## 2.2 Use of Property - General

- (a) An owner, tenant, occupant, guest, agent or invitee of the owner must not use or permit to be used a strata lot, the common property or common assets in a way that:
  - (i) causes a nuisance or hazard to another person;
  - (ii) causes unreasonable noise;
  - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (iv) is illegal, or
  - (v) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (b) An owner, tenant, occupant, guest, agent or invitee of the owner must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act* (the “SPA”).
- (c) An owner is responsible to pay to the strata corporation the cost of any insurance deductible paid by the strata corporation if the loss or damage that gave rise to the insurance claim was caused by the negligence of the owner, or a tenant, occupant, guest, agent or invitee of the owner.

## 2.3 Use of Property - Residential Strata Lots

- (a) An owner, tenant or occupant of a residential strata lot will not:
  - (i) make, cause or produce or permit any guest, agent or invitee to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere with any other owner, tenant or occupant;
  - (ii) use, or permit any guest, agent or invitee to use, any musical instrument, amplifier, sound reproduction equipment, communications receivers or transmitters or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant or the systems and equipment of any other owner, tenant or occupant;
  - (iii) obstruct or use, or permit any guest, agent or invitee to obstruct or use, the sidewalks, walkways, passages and driveways of the common property or limited common property designated for a residential strata lot for any purpose other than ingress or egress from the strata lots or parking areas

within the common property of the strata plan, or limited common property designated for a residential strata lot;

- (iv) do, or permit any guest, agent or invitee to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (v) allow his, her or its strata lot to become unsanitary or a source of odor;
- (vi) install, or permit any guest, agent or invitee to install, any window coverings, visible from the exterior of his, her or its strata lot which are different in form, size or color from those originally installed, except with the written permission of the council;
- (vii) hang, display, or mount, or permit any guest, agent or invitee to hang, display or mount, any articles from, in or on windows, balconies or other parts of the building so that they are visible from the outside of the building, except with the written permission of the council;
- (viii) use or install, or permit any guest, agent or invitee to use or install, in or about the strata lot any shades, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except with the written permission of the council;
- (ix) erect on or fasten to, or permit any guest, agent or invitee to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto, except with the written permission of the council;
- (x) place, or permit any guest, agent or invitee to place any planter boxes, hanging plants or baskets on any deck, patio or the balcony, except with the written permission of the council;
- (xi) discard or permit any guest, agent or invitee to discard water, snow, or any other substance over a balcony or patio;
- (xii) shake mops or dusters or throw refuse out of windows, or doors or from the patio or balcony of the strata lot or permit any guest, agent or invitee to shake mops or dusters or throw refuse out of window or doors or from the patio or balcony of the strata lot;
- (xiii) feed or permit any guest, agent or invitee to feed any birds or wildlife on or from the strata lot or common property;
- (xiv) use or permit any guest, agent or invitee to use barbecues on a strata lot, limited common property or common property other than gas or electric barbecues except where a common barbeque pit is provided on the common property; or
- (xv) make a strata lot available for rent except in compliance with applicable

zoning restrictions established by the City of Kamloops.

## **2.4 Pets**

- (a) An owner must not keep any pets on a strata lot other than the following:
- (i) a maximum of 2 domestic house cats; or
  - (ii) a maximum of 2 dogs of a breed known to be suitable as a house dog; or
  - (iii) 1 domestic house cat and 1 dog of a breed known to be suitable as a house dog,
- and in addition to the foregoing:
- (iv) a reasonable number of fish or other small aquarium animals; and
  - (v) a reasonable number of small caged mammals.
- (b) Where applicable an owner must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property or limited common property.
- (c) An owner must not permit his or her pet to cause a nuisance to any resident.
- (d) Each owner is responsible to ensure that such owner's tenant, occupant, visitor or guest complies with these bylaws in respect of pets.

## **2.5 Smoking**

- (a) For the purposes of this bylaw 2.4 smoking includes but is not limited to:
- (i) smoking of tobacco;
  - (ii) smoking of cannabis;
  - (iii) smoking using electronic cigarettes; and
  - (iv) smoking using vaporizers;
- (b) Smoking is not permitted in, on or about any common property or limited common property areas, including parking areas, decks and balconies.

## **2.6 Cannabis Cultivation / Production**

Notwithstanding any legalization or decriminalization, the cultivation (growing), processing or production of cannabis or cannabis products, whether for personal use and consumption or otherwise, is not if prohibited within the bounds of the strata development.

## **2.7 Parking & Storage**

- (a) An owner, tenant or occupant of a must not (and must not permit any guest, agent, or invitee, to):
  - (i) park any unlicensed or inoperable vehicle;
  - (ii) park a boat, trailer or recreational vehicle of any type; or
  - (iii) except in the case of emergency, carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment,  
on:
    - (iv) common property; or
    - (v) a strata lot except, in the case of a residential strata lot, while enclosed in the garage area for that residential strata lot.
- (b) An owner, tenant or occupant of a strata lot must not (and must not permit any guest, agent, or invitee, to) use, or permit any guest, agent, or invitee, to use any parking space on the common property or on any limited common property, except a parking space that is designated as limited common property to a particular strata lot, or as allocated by the council.
- (c) An owner, tenant or occupant of a strata lot must not (and must not permit any guest, agent, or invitee, to) park any vehicle in a manner which will reduce the width of the drive aisles or roadways on the common property or on any limited common property.
- (d) An owner, tenant or occupant of a strata lot must not (and must not permit any guest, agent, or invitee, to) use any part of the common property or limited common property for storage or any kind without the written consent of the council.

## **2.8 Strata Corporation**

- (a) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (b) On request by the strata corporation, a tenant must inform the strata corporation of his, her or its name.
- (c) The strata corporation must promptly make the information referred to in bylaws (a) and (b) above available upon request by a residential strata lot.

## **2.9 Sale of Unit**

An owner, when selling or leasing his, her or its strata lot will not permit "For Sale", "For Lease"

or any such signs to be placed on or about the common property including the exterior of the building and will not permit any such signs to be displayed within a strata lot so as to be visible from the outside. Such signs will only be permitted in an area designated by the council.

#### **2.10 Obtain Approval Before Altering a Strata Lot**

- (a) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (v) common property located within the boundaries of a strata lot; or
  - (vi) those parts of the strata lot which the strata corporation must insure under section 149 of the SPA.
- (b) No alterations to wiring, plumbing, piping or other services will be made within a strata lot, limited common property or common property without the council's prior written approval.
- (c) The council must not unreasonably withhold its approval under bylaws (a) or (b), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and also agree that all future successors on title of the strata lot will be responsible in the same manner.

#### **2.11 Obtain Approval Before Altering Common Property**

- (a) An owner, tenant or occupant must obtain the written approval of the council, not to be unreasonably withheld, before making an alteration to common property, including limited common property, or common assets.
- (b) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and also agree that all future successors on title of the strata lot will be responsible in the same manner.

#### **2.12 Alterations to a Strata Lot or Common Property**

- (a) Any alteration to a strata lot or to common property that has not received the prior written approval of council as required by bylaws 2.11 and 2.12 above must be removed at the owner's expense if the council orders that the alteration be

removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

- (b) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits and submitting copies to council is a condition of the council's approval.
- (c) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
  - (i) the maintenance and repair of the alterations;
  - (ii) the effects on all adjacent strata lots or common property; and
  - (iii) the effects of rain and weathering, staining, and discoloration.
- (d) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
  - (i) the alterations are not maintained or repaired; or
  - (ii) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his, her or its responsibility.

- (e) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (f) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (g) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

### **2.13 Permit Entry to Strata Lot**

- (a) An owner, tenant, occupant or guest must allow a person authorized by the strata corporation to enter the strata lot:
  - (i) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and

- (ii) at a reasonable time on 48 hours' written notice:
  - (A) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the SPA; or
  - (B) to ensure compliance with the SPA or these bylaws.
- (b) The notice referred to in bylaw (a)(ii) must include the date and approximate time of entry, and the reason for entry.

### **DIVISION 3 - REPAIR AND MAINTENANCE**

#### **3.1 Standard of Repair**

All repairs and maintenance by an owner or the strata corporation must be carried out to a standard consistent with the design and character of the original construction.

#### **3.2 Repair and Maintenance of Property by Owner**

- (a) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (b) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

#### **3.3 Repair and Maintenance of Property by Strata Corporation**

The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) the exterior, structure, and roof of the building, no matter how often the repair or maintenance ordinarily occurs;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
  - (i) the structure of the building;
  - (ii) the exterior of the building;
  - (iii) chimneys, stairs, balconies, exterior decks or patios, or other things attached to the exterior of the building;
  - (iv) doors, windows or skylights on the exterior of the building, or fences,

railings or similar structures that enclose a patio or balcony; or

- (e) limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year.

#### **DIVISION 4 - COUNCIL**

##### **4.1 Council Size and Membership**

- (a) Subject to the SPA, the council must have at least 3 and not more than 7 members comprised of at least 1 representative of the non-residential strata lots unless the non-residential strata lots do not submit the name of a representative to be elected to the council, or such representative resigns during the year.
- (b) The requirements of bylaw (a) apply at every annual general meeting at which a council is elected notwithstanding that in the prior year(s) the non-residential strata lots may not have submitted the name of a representative to be elected to the council or, during the prior year such representative may have resigned.
- (c) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the SPA.

##### **4.2 Council Members' Terms**

- (a) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (b) A person whose term as council member is ending is eligible for reelection.

##### **4.3 Removing Council Member**

- (a) Subject to the requirements of bylaw 4.1(a) herein, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (b) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

##### **4.4 Replacing Council Member**

- (a) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (b) A replacement council member may be appointed from any person eligible to sit on the council.



- (c) The council may appoint a council member under this bylaw 4.4 even if the absence of the member being replaced leaves the council without a quorum.
- (d) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the SPA, the regulations and the bylaws respecting the calling and holding of meetings.

#### **4.5 Officers**

- (a) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice president.
- (c) The vice president has the powers and duties of the president:
  - (i) while the president is absent or is unwilling or unable to act, or
  - (ii) for the remainder of the president's term if the president ceases to hold office.
- (d) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **4.6 Calling Council Meetings**

- (a) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (b) The notice does not have to be in writing.
- (c) A council meeting may be held on less than one week's notice if:
  - (i) all council members consent in advance of the meeting; or
  - (ii) the meeting is required to deal with an emergency situation, and all council members either:
    - (A) consent in advance of the meeting; or
    - (B) are unavailable to provide consent after reasonable attempts to contact them.
- (d) The council must inform owners about a council meeting as soon as feasible after

the meeting has been called.

#### **4.7 Requisition of Council Hearing**

- (a) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (b) If a hearing is requested under bylaw (a) the council must hold a meeting to hear the applicant within 1 month of the request.
- (c) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within 1 week of the hearing.

#### **4.8 Quorum of Council**

- (a) A quorum of the council is:
  - (i) 2, if the council consists of 3 members;
  - (ii) 3, if the council consists of 4 or 5 members; and
  - (iii) 4, if the council consists of 6 or more members.
- (b) Council members must be present in person at the council meeting to be counted in establishing quorum.

#### **4.9 Council Meetings**

- (a) Council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (b) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (c) Owners may attend council meetings as observers.
- (d) Despite bylaw (c), no observers may attend those portions of council meetings that deal with any of the following:
  - (i) bylaw contravention hearings under section 135 of the SPA;
  - (ii) rental restriction bylaw exemption hearings under section 144 of the SPA;  
or
  - (iii) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### **4.10 Voting at Council Meetings**

- (a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (c) The results of all votes at a council meeting must be recorded in the council meeting minutes.

#### **4.11 Council to Inform Owners of Minutes**

- (a) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

#### **4.12 Delegation of Council's Powers and Duties**

- (a) Subject to bylaws (b) to (d) below, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (b) The council may delegate its spending powers or duties, but only by a resolution that:
  - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (ii) delegates the general authority to make expenditures in accordance with bylaw (c).
- (c) A delegation of a general authority to make expenditures must:
  - (i) set a maximum amount that may be spent, and
  - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (d) The council may not delegate its powers to determine, based on the facts of a particular case:
  - (i) whether a person has contravened a bylaw or rule;
  - (ii) whether a person should be fined, and the amount of the fine; or
  - (iii) whether a person should be denied access to a recreational facility.

#### **4.13 Spending Restrictions**

- (a) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (b) Despite bylaw (a), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **4.14 Limitation on Liability of Council Member**

- (a) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (b) Bylaw (a) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **DIVISION 5 - ENFORCEMENT OF BYLAWS AND RULES**

#### **5.1 Maximum Fine**

- (a) Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of:
  - (i) \$200 for each contravention of a bylaw; and
  - (ii) \$50 for each contravention of a rule.

#### **5.2 Continuing Contravention**

- (a) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

### **DIVISION 6 - ANNUAL AND SPECIAL GENERAL MEETINGS OF THE STRATA CORPORATION**

#### **6.1 Quorum**

If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting will be terminated if the meeting was convened upon the requisition of members; but in any other case the meeting will stand adjourned for a further ½ hour from the time appointed and, if within ½ hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy will constitute a quorum.

#### **6.2 Person to Chair Meeting**

- (a) Annual and special general meetings must be chaired by the president of the council.
- (b) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (c) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **6.3 Participation by Other Than Eligible Voters**

- (a) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (b) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (c) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **6.4 Voting**

- (a) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (b) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (c) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (d) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (e) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (f) Despite anything in this bylaw 6.4, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (g) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the SPA.

### **6.5 Order of Business**

The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;

- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the SPA;
- (j) report on insurance coverage in accordance with section 154 of the SPA, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the SPA, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the SPA;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

## **6.6 Meetings by Electronic Means**

- (a) An annual or special general meeting may be held by electronic means so long as participants can communicate with each other.
- (b) If an annual or special general meeting is held by electronic means, participants are deemed to be present in person.

## **DIVISION 7 - COMMON EXPENSES**

### **7.1 Apportionment of Common Expenses Between Types**

Common expenses will be apportioned in the following manner:

- (a) common expenses that relate solely to a Type will be allocated to that Type and will be borne by the owners of the strata lots of that same Type in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots of that same Type; and
- (b) subject to:
  - (i) bylaw (a) above; and

(ii) a unanimous resolution pursuant to section 100 of the SPA,

common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot.

## **DIVISION 8 - MARKETING ACTIVITIES BY THE OWNER DEVELOPER**

### **8.1 Access to Strata Development**

During the time that the owner developer of the strata corporation is the owner or lessee of any strata lot, it will have the right to

- (a) maintain any such strata lot or strata lots, whether owned or leased, as a display strata lot or strata lots and to carry on promotional, marketing and sales functions within such strata lots and within any area of the common property for the purpose of promoting, marketing and sales at this development and other developments of the owner developer;
- (b) erect and maintain promotional, marketing and sales signage on common property for the purposes of promoting, marketing and sales at this strata development and other development(s) of the owner developer;
- (c) hold special promotions and open houses and other marketing events for the purposes of promoting, marketing and sales at this strata development and other development(s) of the owner developer; and
- (d) locate construction trailers and equipment on the common property during the construction of the strata development, have access to any and all parts of the common property, including limited common property that comprises public use areas for the purpose of promoting, marketing or selling strata lots.

## **DIVISION 9 - SMALL CLAIMS**

### **9.1 Small Claims Action**

Pursuant to section 171 of the SPA the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

**DIVISION 10 - SEVERABILITY**

**10.1 Severability of Bylaws**

- (a) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof will be deemed a separate provision and severable, and the balance of the provisions contained herein will remain in full force and effect.
  
- (b) For the purposes of all bylaws, wherever the singular or masculine is used, it will be construed as meaning the plural or feminine or body corporate where the context requires.

Date: \_\_\_\_\_, 2021.

\_\_\_\_\_

Signature of Owner Developer



Exhibit 3.8

Proposed Estimated Operating Budget and  
Proposed Estimated Monthly Strata Fees

*-See pages immediately following-*

**Strata Corporation EPSXXXX  
Kermode Landing**

ESTIMATED ANNUAL INTERIM BUDGET			
	INTERIM COMMERCIAL TYPE BUDGET	INTERIM RESIDENTIAL TYPE BUDGET	INTERIM COMMON BUDGET
<b>INCOME</b>			
Strata Fee Income	\$ 3,200.00	\$ 9,500.00	\$ 53,250.00
Interest Income	-	-	-
Lien Recovery	-	-	500.00
<b>TOTAL OPERATING INCOME</b>	<b>\$ 3,200.00</b>	<b>\$ 9,500.00</b>	<b>\$ 53,750.00</b>
<b>EXPENSES</b>			
Bank Charges	\$ -	\$ -	\$ 350.00
Consulting Fees	-	-	1,200.00
Fire Hydrants	-	-	650.00
Insurance	-	-	20,000.00
Landscape Maintenance	1,500.00	5,000.00	1,500.00
Legal	-	-	500.00
Lien Expense	-	-	500.00
Management Fees	-	-	9,450.00
Real Estate Audit	-	-	315.00
Meetings/Reports/Office	-	-	500.00
Parking /Road Maintenance	100.00	500.00	1,000.00
Repairs & Maintenance	750.00	3,000.00	2,000.00
Snow Removal -machine and hand	850.00	1,000.00	8,000.00
Utilities: Light/Power	-	-	750.00
Utilities: Water Irrigation	-	-	4,500.00
<b>SUBTOTAL OPERATING EXPENSES</b>	<b>\$ 3,200.00</b>	<b>\$ 9,500.00</b>	<b>\$ 51,215.00</b>
Contingency Reserve Expenses - 5% of Expenses	-	-	2,560.75
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 3,200.00</b>	<b>\$ 9,500.00</b>	<b>\$ 53,775.75</b>

STATEMENT OF CONTINGENCY RESERVE			
	INTERIM COMMERCIAL TYPE BUDGET	INTERIM RESIDENTIAL TYPE BUDGET	INTERIM COMMON BUDGET
Contributions from Strata Fees	-	-	2,560.75
Developer Seed - 5% of Expenses	-	-	2,560.75
<b>CONTINGENCY RESERVE FUND CLOSING BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,121.50</b>

**Strata Corporation EPSXXXX**  
**Schedule of Monthly Strata Fees**

Strata Lot #	Unit Entitlement	Commercial Type Fee	Residential Type Fee	COMMON Strata Fee	TOTAL Monthly Strata Fees	Portion of Strata Fee Contribution Attributable to Reserve
17	300	\$ 266.67	-	\$ 422.89	\$ 689.56	\$ 20.34
1	128		\$ 32.19	180.43	212.62	8.68
2	130		32.69	183.25	215.94	8.81
3	130		32.69	183.25	215.94	8.81
4	128		32.19	180.43	212.62	8.68
5	128		32.19	180.43	212.62	8.68
6	130		32.69	183.25	215.94	8.81
7	130		32.69	183.25	215.94	8.81
8	128		32.19	180.43	212.62	8.68
9	128		32.19	180.43	212.62	8.68
10	130		32.69	183.25	215.94	8.81
11	130		32.69	183.25	215.94	8.81
12	128		32.19	180.43	212.62	8.68
13	185		46.52	260.78	307.30	12.54
14	187		47.03	263.60	310.63	12.68
15	187		47.03	263.60	310.63	12.68
16	185		46.52	260.78	307.30	12.54
18	184		46.27	259.37	305.64	12.47
19	187		47.03	263.60	310.63	12.68
20	185		46.52	260.78	307.30	12.54
<b>Monthly Total</b>		<b>3,148</b>	<b>\$ 716.20</b>	<b>\$ 5,420.35</b>	<b>\$ 65,044.20</b>	<b>\$ 213.40</b>
<b>12 Month Total</b>			<b>\$ 8,594.40</b>			<b>\$ 2,560.75</b>

Exhibit 3.10

Proposed Strata Management Contract

*-See pages immediately following-*



**AGENCY AGREEMENT**

THIS AGREEMENT dated for reference as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

**THE OWNERS, STRATA PLAN EPSXXXX- CAMBRO**  
 a Strata Corporation constituted under the laws of British  
 Columbia and having its address at 8960 Dallas Drive  
 Kamloops, B.C., \_\_\_\_\_

(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

**CONNAUGHT MANAGEMENT LTD d.b.a. CML**  
**PROPERTIES**, a company incorporated under the laws of the  
 Province of British Columbia with offices at 272 Lansdowne  
 Street, Kamloops, B.C., V2C 1X7

(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
- B. The Agent has agreed to provide certain services to the Strata Corporation.
- C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

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WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

Definitions

- 1. In this Agreement, the following terms shall have the following meanings:
- 1.1 “**Act**” means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
- 1.2 “**Agent**” means the strata property agency brokerage described on page 1 hereof;
- 1.3 “**Agent’s Fees**” means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
- 1.4 “**Agreement**” means this agreement, including Schedule A, Schedule B and any other schedules attached hereto, and any amendments thereto;
- 1.5 “**Bylaws**” means the bylaws adopted by the Strata Corporation and in effect from time to time;
- 1.6 “**Laws**” means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
- 1.7 “**Meetings**” means all meetings of the Strata Corporation and Strata Council, including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent’s attendance pursuant to this Agreement;
- 1.8 “**Owners**” means the owners of strata lots included in the Strata Plan;
- 1.9 “**RESA**” means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
- 1.10 “**Rules**” means the rules made pursuant to sec. 125 of the Act from time to time;
- 1.11 “**Section**” means a section of the Strata Corporation created pursuant to Part 11 of the Act;
- 1.12 “**Strata Corporation**” means the strata corporation described on page 1 hereof;
- 1.13 “**Strata Council**” means the strata council of the Strata Corporation;

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- 1.14 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.15 “**Tax**” means the Harmonized Sales Tax and/or the Goods and Services Tax as may be applicable under the *Excise Tax Act*, Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

Exclusive Appointment

- 2. Commencing on the Commencement Date set out in item 1 of Schedule A attached hereto, the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide strata agency services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

Agent’s Agreement

- 3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

General

- 3.1 Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- 3.2 Administration - To assist in the administration of the common property and common assets of the Strata Corporation under the direction of the Strata Council;
- 3.3 Strata Corporation’s Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation;
- 3.4 Staffing – To provide sufficient staff at the Agent’s expense in order to provide the Agent’s services hereunder. The Agent may designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

Financial

- 3.5 Strata Fees - To receive and record in a timely fashion all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- 3.6 Unpaid Strata Fees - To demand and attempt to recover from the Owners, all strata fees, contingency reserve fees, special levies or user fees and any and all other monies from

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time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;

- 3.7 Non-Payment of Strata Fees - To take legal action at the expense of the Strata Corporation for and in the name of the Strata Corporation, to effect the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation and to sign, file and deliver certificates of liens, receipts, certificates, or acknowledgements, all at the direction of the Strata Council;
- 3.8 Annual Budget – To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses;
- 3.9 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.10 Bank Statement – To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures – To sign cheques and to otherwise pay from the Strata Corporation’s funds in a timely fashion, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation provided funds are available to make such payments and the Strata Council’s authorization is provided where required;
- 3.12 Payroll Accounts – To provide payroll accounting for Strata Corporation employees, if necessary, either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 2 of Schedule A;
- 3.13 Strata Corporation’s Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the Agent’s corporate accounts and deposited with an institution qualified to engage in the credit union, banking or trust business, and to withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation’s funds as appropriate and as permitted under RESA and sec. 95 of the Act;

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Trust Accounts

- 3.14 Maintenance of Trust Accounts – To maintain at least one separate trust account in the name of the Strata Corporation, as further specified in item 3 of Schedule A attached hereto;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - If the Agent is to hold contingency reserve money or special levy money as specified in item 3 of Schedule A, to maintain separate trust accounts for the contingency reserve money and the special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation’s books are in fact reviewed in whole or in part, pursuant to the statutory review;
- 3.17 Strata Corporation’s Audit - To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit of the Strata Corporation’s books, at the Strata Corporation’s cost;
- 3.18 Signing Authority – To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent;

Meetings

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. It being understood however, that the Agent’s attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

Strata Council

- 3.20 Strata Council - To consult with and confer fully and freely with the Strata Council (in person at Meetings, or by telephone or email) on behalf of the Strata Corporation in the performance of any of the Strata Council’s duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation;. The receipt

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by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;

- 3.21 Assistance to Strata Council – To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted practises throughout the strata agency industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation’s documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 6 of Schedule A for the compilation, review, redaction or supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located.

- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners – To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner’s real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners’ mortgagees or other authorized requestors in accordance with the Act;

- 3.24 Owner/Tenant’s Registry – To maintain a registry of all Owners and tenanted strata lots;

- 3.25 Minutes – At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act;

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3.26 Correspondence and Forms – To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

Bylaws and Rules

3.27 Bylaws and Rules – To familiarize itself with RESA, the Act and the Strata Corporation’s Bylaws and Rules;

3.28 Bylaw and Rules Enforcement – To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;

3.29 Fines – To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation;

3.30 Liens – To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

Insurance

3.31 Property Insurance – Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;

3.32 E&O Insurance – Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;

3.33 Liability Insurance – To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;

3.34 Insurance Coverage – To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata

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Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;

3.35 Availability of Insurance – When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;

3.36 Agent’s Insurance – The Agent shall maintain such insurance as is required by RESA;

Maintenance and Services

3.37 Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;

3.38 Contracts – To make and sign contracts in the name of the Strata Corporation to the extent the Agent’s policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;

3.39 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;

3.40 Emergency Services – To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;

3.41 Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the

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Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

Proceedings

- 3.42 Legal Proceedings – To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals and residential tenancy disputes;
- 3.43 Legal Counsel – Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;
- 3.44 Owner’s Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.45 Compliance with Notices or Orders – To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.46 Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

Other

- 3.47 Sale of Strata Lots – To provide and sign documentation as required by the Act to facilitate the sale, financing or other dealings with any strata lot at the cost of the Owner or the proposed purchaser or lender. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries; and
- 3.48 Fees, Rebates or Discounts – Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee,

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rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent's Authorization

- 4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Clause 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

Strata Corporation's Agreement

- 5. The Strata Corporation covenants and agrees:

5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;

5.2 Agent's Fees - To pay to the Agent the following fees:

- (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A;
- (b) an additional fee in the amount specified in item 8 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
- (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A;
- (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialled by both parties;

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- (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;
- (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
- (g) together with any applicable Tax payable on such fees or related disbursements;

5.3 Payment of Agent’s Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent’s Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;

5.4 Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;

5.5 Costs - To pay promptly the Agent’s costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;

5.6 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;

5.7 Exclusivity - That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;

5.8 Documentation – To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;

5.9 Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and

5.10 Existing Project – Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or

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inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation. The Agent will not, unless expressly directed by the Strata Corporation, conduct a detailed review of the records, information, materials or practices of the prior agent or self managed strata corporation, except as is necessary to fulfill its role going forward under this Agreement.

No Set Off

- 6. That the Strata Corporation shall not be entitled to set off against the Agent’s Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

- 7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions, instructions and information.

Financial Statements

- 8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.9, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

- 9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

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No Waiver

- 10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

Severance

- 11. That in the event that any provision of this Agreement, or any part thereof, shall be found to be invalid the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

Successors and Assigns

- 12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Amendments in Writing

- 13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

Duration and Termination

- 14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
  - (a) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (c) Immediately, through the bankruptcy of the Agent; or
  - (d) Immediately, through the insolvency or fraud of the Agent.

After Termination

- 15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent

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shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

- 16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership

- 17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

Personal Information

- 18. The Strata Corporation hereby consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated herein.

Disclosure of Conflicts

- 19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, and sections and owners within such strata corporations.

Disclosure of Payments

- 20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person

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providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

Charges for Documents

21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following

- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
- (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules. The Strata Corporation hereby authorizes the Agent to use a third party to facilitate the provision of the Form B and Form F such as eStrataHub or a similar service provider of this nature.

Sections, the Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent acting as agent for the Strata Corporation and any or all of the Sections of the Strata Corporation. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to individual Owners. The Agent shall enter into separate agency agreements with each Section for which it is to provide strata management services or financial management services, and separate service agreements with each individual Owner, and will advise the Strata Corporation in writing when it commences acting for such Sections or any individual Owner.

Primary Client and Secondary Client

23. The Agent hereby declares that the Agent’s “primary client” is as specified in item 7 of Schedule B (the “Primary Client”) and the “secondary client” is as specified in item 7 of Schedule B (the “Secondary Client” or “Secondary Clients”). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

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### Conflict with Sections

24. The Strata Corporation acknowledges that potential conflicts may arise between a Section and the Strata Corporation or between Sections. In that case, the Agent will notify the Strata Corporation and all affected Sections of the conflict. The Agent may (a) continue to act for the Agent's Primary Client and cease to act for the Secondary Client with respect to the matter giving rise to the conflict; (b) withdraw from the matter giving rise to the conflict in a manner consistent with the applicable Rules, RESA or other professional rules; or (c) to obtain the informed consent of the Strata Corporation and any Section involved, to proceed in assisting the parties. If the Agent ceases to act for the Secondary Client with respect to the matter giving rise to the conflict pursuant to section 24(a) above, the Agent shall notify the Secondary Client of such action in writing. If the Agent withdraws pursuant to subsection 24(b), the modification in the services to be provided by the Agent will be documented in writing. If the Agent obtains the informed consent of the Strata Corporation and any Section involved pursuant to subsection 24(c), the agreement of parties for the Agent to proceed in such circumstances shall be documented in writing. If the Agent withdraws from the matter, the Agent will help the Strata Corporation and the applicable Section(s) retain other advisors and will make a smooth transfer of appropriate file materials and information.

### Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent's Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners.

### Limited Services to Secondary Client

26. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:
- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client;
  - (b) act in accordance with the Secondary Client's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
  - (c) maintain the confidentiality of information about the Secondary Client; or

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- (d) disclose to the Secondary Client’s any confidential information about the Primary Client.

Sections and Expenses

- 27. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

Sections Accounts

- 28. The Agent will establish separate accounts for any Section that it is acting for, in addition to any account it maintains for the Strata Corporation as required by RESA and the Act.

Joint Meetings

- 29. Where the Agent is acting for the Strata Corporation and one or more Sections, the Agent may, with the written consent of the Strata Council and the Section Executive, hold joint meetings of Strata Corporation and one or more Sections (or between the Sections). Such consent may be provided generally or for specific meetings. The Agent shall take reasonable steps when preparing agendas for such joint meetings to indicate where agenda items require the approval of the Strata Council or a particular Section Executive and resolutions with respect to such matters will be voted on only by the Strata Council or the relevant Section Executive. Joint minutes may be taken and maintained as part of the minutes of the Strata Corporation and the respective Sections in attendance. Upon the request of a Strata Council Member or an Executive Member at or prior to the meeting, certain matters pertaining to just the Strata Corporation or a particular Section, may be discussed at an in-camera portion of the meeting, with the minutes of such in-camera portions of the meeting being made available to appropriate entity only.

Annual Review Fee

- 30. Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement

INITIALS	
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or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

EXECUTED ON BEHALF OF THE )  
OWNERS, STRATA PLAN )  
EPSXXXX by its authorized )  
signatories: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

EXECUTED ON BEHALF OF )  
CONNAUGHT MANAGEMENT LTD. d.b.a. )  
CML PROPERTIES )  
by its authorized signatories: )

\_\_\_\_\_)  
Authorized Signatory )

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**SCHEDULE B**

**Special Terms and Amendments**

- 1. Clause 3.16 Annual fee for the statutory review of books: \$300.00 (plus applicable taxes)
  
- 2. Clause 3.30 Fee for administration of liened receivables: \$200.00 (plus applicable taxes)
  
- 3. Clause 5.2(d) Additional fees:  
  
Rush Fees in accordance with Term 21:  
1 day - \$200, 2-3 days - \$100, 4-5 days - \$50  
  
Litigation Support and Civil Resolution Tribunal Assistance & Support (Section 3.42): \$100.00 per hour (plus applicable taxes)  
  
Special Projects: To be negotiated  
Major Renovations: To be negotiated  
Supervising Independent Audits: To be negotiated
  
- 4. Clause 5.2(f) Additional fees:  
  
Maintenance Rate: \$60.00 per hour (plus applicable taxes) (subject to change upon written notice) Additional charges for specialized equipment may be required.
  
- 5. Clause 5.5 Mailing and Courier Costs: At cost  
  
Long Distance Telephone & Teleconference Charges: At cost  
  
Transaction Processing: At cost  
  
Other Service Charges: \$25.00 (plus applicable taxes) per title search  
  
Cost of photocopying: \$0.25 per page (plus applicable taxes) (subject to change upon written notice)  
  
Laser Cheques: \$0.30 per cheque
  
- 6. Clause 23 Primary Client: The Owners, Strata Plan EPSXXXX- CAMBRO  
  
Secondary Client:
  
- 7. Special Terms \_\_\_\_\_

INITIALS  

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AGENT STRATA



**SCHEDULE C**

**CONFLICT OF INTEREST WHEN PROVIDING CONCURRENT REPRESENTATION  
TO STRATA CORPORATION AND OWNERS**

**Primary (Strata Corporation) and Non-Primary Client (Owner)**

Strata property agents often provide strata management services to strata corporations and property rental services or trading services to owners of strata lots in the strata corporation. As such there may be conflicts as between such owners and the Strata Corporation.

The Agent hereby declares that the Strata Corporation is the Agent's "primary client" and the Agent will provide full representation to the Strata Corporation and the Agent shall provide limited representation to the owners it is providing rental management or trading services to.

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Exhibit 3.12

Proposed Form J - Rental Disclosure Statement

*-See pages immediately following-*

**Strata Property Act**

**FORM J**  
**RENTAL DISCLOSURE STATEMENT**  
*(Section 139)*

Re: Strata Plan EPS \_\_\_\_\_, being a strata plan of:

PID: 031-109-772 Lot 1 DL 268 KDYD Plan EPP102566

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on \_\_\_\_\_, and,

1. The development described above includes **19** residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot <i>(strata lot number as shown on the strata plan)</i>	Date Rental Period Expires <i>(specify a date – “indefinitely” or timing related to an event is not acceptable)*</i>
N/A	N/A

\*Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to the strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further **19** residential strata lots, as described below, until the date set out opposite each strata lot’s description.

Description of Strata Lot <i>(strata lot number as shown on the strata plan)</i>	Date Rental Period Expires <i>(specify a date – “indefinitely” or timing related to an event is not acceptable)*</i>
Strata Lots 1 to 16 inclusive Strata Lots 18 to 20 inclusive	December 31, 2051 December 31, 2051

\*Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to the strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: \_\_\_\_\_.

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

Exhibit 5.3(b)

Agreement For Responsibility

*-See pages immediately following-*

**AGREEMENT FOR RESPONSIBILITY**

THIS AGREEMENT is dated the \_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

**CAMBRO DEVELOPMENT CORP.**

Kamloops, BC

(the “Owner”)

AND:

**THE OWNERS, STRATA PLAN KAS \_\_\_\_\_**

c/o 272 Lansdowne Street

Kamloops, BC V2C 1X7

(the “Strata Corporation”)

WHEREAS:

- A. the Owner is/are the registered owners of Strata Lot 17 (the “**Strata Lot**”) in the strata development located at 8960 Dallas Drive Kamloops, BC and known as “Kermode Landing”;
- B. The Strata Lot has exclusive use of a stand-alone decommissioned utilities building (the “**Utilities Building**”) constructed on the development lands prior to stratification and demarcated on the strata plan as limited common property of the Strata Lot; and
- C. The Owner intends to alter the Utilities Building for its own use and purpose.

IN CONSIDERATION OF PAYMENT OF \$1.00 BY THE STRATA CORPORATION TO THE OWNER (THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED) THE PARTIES AGREE AS FOLLOWS:

- 1. Notwithstanding any provision of the Bylaws of the Strata Corporation (the “**Bylaws**”) or the *Strata Property Act* (or regulations thereto and collectively referred to as the “**Act**”) otherwise the Owner will, and at his/her/its sole expense, be responsible for the repair, maintenance and replacement of the Utilities Building and any part thereof including, without limitation:
  - (a) the structure of the Utilities Building;
  - (b) the exterior of the Utilities Building;
  - (c) anything attached to the exterior of the Utilities Building; and
  - (d) and all doors, windows and skylights (as applicable) of the Utilities Building.
- 2. To the extent the Owner is in breach of his/her/its obligations under this agreement the

Strata Corporation may, on reasonable advance written notice to the Owner, perform the obligations of the Owner and charge all costs in connection therewith to the Owner.

3. The Owner will indemnify and save harmless the strata council of the Strata Corporation, the Strata Corporation, its management agent and the other strata lot owners of Kermode Landing from and against any and all costs (including, without limitation, all legal costs on a solicitor and client basis, and the costs of all other professionals whose services are required), damage, loss, claims, demands, actions, proceedings, or liability resulting from, in any way relating to, or by reason of, either directly or indirectly, the use, improvement, renovation, removal, maintenance, repair or failure to maintain or repair the Utilities Building.
4. The Owner will notify all prospective buyers of the Strata Lot that the Utilities Building is subject to the terms of this agreement, and will include in any contract for the purchase and sale of the Strata Lot a provision confirming that the sale is subject to the buyer entering into an agreement with the Strata Corporation (the "**Replacement Agreement**") to assume responsibility for the Utilities Building on the terms set out in this agreement. The Owner further agrees that the Strata Corporation or its management agent will be at liberty to withhold issuance of a Form F Certificate of Payment in respect of the sale of the Strata Lot pending receipt of a fully executed Replacement Agreement.
5. Nothing in this agreement will limit or derogate from the rights of the Strata Corporation under the Bylaws or the Act.
6. This agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, successors, assigns and personal representatives as the case may be.
7. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
8. This agreement may be executed in counterpart and delivered by electronic transmission.

In witness whereof, the parties have executed this agreement on the date first noted above.

*OWNER(S):*

CAMBRO DEVELOPMENT CORP.

per

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\*3\*

*STRATA CORPORATION:*

THE OWNERS, STRATA PLAN KAS \_\_\_\_\_

per

\_\_\_\_\_



Exhibit 6.2

Copies of Permits

*-See pages immediately following-*



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**  
 105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6  
 Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051277**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE  
 Description: To construct one unit in a 4-unit multi-family dwelling on a multi-site - Unit 101.

Address: 101 8960 DALLAS DR Zone:  
 Owner: CAMBRO DEVELOPMENT CORP Phone: 250-374-1241  
 Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7  
 Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC Phone:  
 Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,928.72			
				<b>Total:</b>	<b>\$8,518.72</b>

**Building Information:**

Code Edition:	2018	Occupancy:	C
Building Area:	319 m2	Unit Area:	135 m2
Facing Streets:	1	Building Height:	2 storey(s)
Construction:	COMB.	Sprinklered:	YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections. If in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051489**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit in a 4-unit multi-family dwelling on a multi-site - Unit 102.

Address: 102 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,928.72			
				<b>Total:</b>	<b>\$8,518.72</b>

**Building Information:**

Code Edition: 2018  
Building Area: 319 m2  
Facing Streets: 1  
Construction: COMB

Occupancy: C  
Unit Area: 135 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.

Processed By: JASON STOLL

Date Printed: Apr 28, 2021



# CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051490**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit in a 4-unit multi-family dwelling on a multi-site - Unit 103.

Address: 103 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,928.72			
<b>Total:</b>					<b>\$8,518.72</b>

### Building Information:

Code Edition: 2018  
 Building Area: 319 m2  
 Facing Streets: 1  
 Construction: COMB.

Occupancy: C  
 Unit Area: 135 m2  
 Building Height: 2 storey(s)  
 Sprinklered: YES

### Special Conditions:

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.

Processed By: JASON STOLL

Date Printed: Apr 28, 2021



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051491**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit in a 4-unit multi-family dwelling on a multi-site - Unit 104.

Address: 104 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,928.72			
				<b>Total:</b>	<b>\$8,518.72</b>

**Building Information:**

Code Edition: 2018  
Building Area: 319 m2  
Facing Streets: 1  
Construction: COMB.

Occupancy: C  
Unit Area: 135 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.

Processed By: JASON STOLL

Date Printed: Apr 28, 2021



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051278**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit of a 4-unit multi-family dwelling on a multi-site - Unit 105.

Address: 105 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,846.77			
				<b>Total:</b>	<b>\$8,436.77</b>

**Building Information:**

Code Edition: 2018  
Building Area: 312 m2  
Facing Streets: 1  
Construction: COMB.

Occupancy: C  
Unit Area: 134 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.

Processed By: JASON STOLL

Date Printed: Apr 29, 2021



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051494**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit of a 4-unit multi-family dwelling on a multi-site - Unit 106.

Address: 106 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,846.77			
				<b>Total:</b>	<b>\$8,436.77</b>

**Building Information:**

Code Edition: 2018  
Building Area: 312 m2  
Facing Streets: 1  
Construction: COMB.

Occupancy: C  
Unit Area: 134 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.

Processed By: JASON STOLL

Date Printed: Apr 29, 2021



**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051495**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit of a 4-unit multi-family dwelling on a multi-site - Unit 107.

Address: 107 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,846.77			
				<b>Total:</b>	<b>\$8,436.77</b>

**Building Information:**

Code Edition: 2018  
Building Area: 312 m2  
Facing Streets: 1  
Construction: COMB.

Occupancy: C  
Unit Area: 134 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- \* Plumbing work requires a separate permit and inspections.
- \* A Surveyor's Certificate is required prior to a foundation inspection and must indicate top of foundation elevation relative to adjacent roadway.
- \* Structural wood elements located within 450 mm of the ground must be pressure treated with a chemical that is toxic to termites.
- \* City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.





**CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION**

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Permit #: **BP051496**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE

Description: To construct one unit of a 4-unit multi-family dwelling on a multi-site - Unit 108.

Address: 108 8960 DALLAS DR

Zone:

Owner: CAMBRO DEVELOPMENT CORP

Phone: 250-374-1241

Address: 401-153 SEYMOUR ST KAMLOOPS BC V2C 2C7

Contractor: FULCRUM DEVELOPMENT (KAMLOOPS) INC

Phone:

Address: PO BOX 1166 KAMLOOPS BC V2C 2G0

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	100.00	Building Fee	225,000.00	1,490.00
D C C	1.00	6,846.77			
				<b>Total:</b>	<b>\$8,436.77</b>

**Building Information:**

Code Edition: 2018  
Building Area: 312 m2  
Facing Streets: 1  
Construction: COMB.

Occupancy: C  
Unit Area: 134 m2  
Building Height: 2 storey(s)  
Sprinklered: YES

**Special Conditions:**

- \* As-built sprinkler drawings must be submitted prior to calling for a framing inspection.
- \* All construction shall conform to the current B.C. Building Code and Building Bylaw.
- \* All concrete in contact with soils must be sulphate resisting as specified in Section 9.3.1.3 and must conform to Section 16 of CAN/CSA-A23.1. In addition, all plumbing material in contact with soils must be corrosive resistant.
- \* The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- \* Requirements of covenants must be followed.
- \* Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- \* Earthwork shall be subject to a continuous and effective program of dust control.
- \* A final inspection must be requested prior to occupancy or use of this building.
- \* Minimum footing depth for frost protection is 0.9 m.
- \* The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- \* By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- \* The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
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Exhibit 7.2(a)

Proposed Contract of Purchase and Sale Agreement

*-See pages immediately following-*

# CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

EXHIBIT 7.2(a)

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

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

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

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

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

#### Costs to be Borne by the Seller

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

#### Costs to be Borne by the Buyer

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

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

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (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.

CREA WEBForms® 

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

SELLER: _____ SELLER: _____ ADDRESS: _____ _____ _____ PC: _____ PHONE: _____	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
--	---

**PROPERTY:**

UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_

CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 Kamloops, BC

PID \_\_\_\_\_ OTHER PID(S) \_\_\_\_\_

Proposed Strata Lot \_\_\_\_\_, Strata Plan EPS \_\_\_\_\_

**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.

INITIALS

PROPERTY ADDRESS

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

See attached Addendum

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

INITIALS 

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PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on SEE ATTACHED ADDENDUM, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at SEE ATTACHED ADDENDUM m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
Nil
- 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 ATTACHED ADDENDUM, yr. \_\_\_\_\_ (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

**BUT EXCLUDING:**

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

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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.

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

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

Yes   INITIALS      No   INITIALS

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

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

The Seller declares their residency:

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

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

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

Exhibit 7.2(b)

Proposed Addendum to Contract of Purchase and Sale Agreement

*-See pages immediately following-*

**KERMODE LANDING  
(THE "DEVELOPMENT")**

**ADDENDUM TO CONTRACT OF PURCHASE AND SALE (THE "CONTRACT")  
BETWEEN \_\_\_\_\_ (AS BUYER)  
AND CAMBRO DEVELOPMENT CORP. (AS SELLER AND TRUSTEE ON BEHALF OF THE 8960  
DALLAS DRIVE JOINT VENTURE) IN RESPECT OF SALE OF PROPOSED:**

**STRATA LOT \_\_\_\_\_ (THE "STRATA LOT")**

**1. REAL ESTATE DEVELOPMENT MARKETING ACT REQUIREMENTS:**

**RESCISSION RIGHTS**

Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:

**Policy 5 - Early Marketing - Development Approval – FOR STRATA LOTS FOR WHICH A BUILDING PERMIT HAS NOT YET BEEN ISSUED**

- (a) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (b) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (c) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- (d) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

## 2. NO ASSIGNMENT OF CONTRACT

THE BUYER HAS NO RIGHT TO ASSIGN THE 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 Strata Lot without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Strata Lot 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 Strata Lot 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 Strata Lot 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 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. DEPOSIT

- (a) The Deposit will be paid to the Seller's realtor in trust, as the Seller's agent and not as a stakeholder, to be held on the following terms:

- (i) the Deposit will be held in accordance with the provisions of the *Real Estate Development Marketing Act*;
  - (ii) if the Buyer completes the purchase of the Strata Lot on the terms and conditions contained in the Contract then the Deposit will be applied to the Purchase Price and be paid to the Seller;
  - (iii) if the Buyer fails to complete the purchase of the Strata Lot in accordance with the Contract then the Deposit will be forfeited and paid to the Seller;
  - (iv) if the Seller fails to complete the sale of the Strata Lot then the Deposit will be paid to the Buyer and the Buyer will have no further claims against the Seller.
- (b) The payment of the Deposit to the Seller pursuant to subsection (a)(iii) above will not be deemed to be liquidated damages and will not preclude any further claims or remedies by the Seller against the Buyer.
- (c) Deposits will not bear interest.

#### **4. COMPLETION DATE**

The sale will 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 construction of the Strata Lot, and further provided that the Completion Date will not be later than the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If the Completion Date has been extended pursuant hereto the Buyer agrees to complete within 14 days of receipt of a written notice from the Seller confirming that the Seller is ready to complete. Provided always that the Completion Date will be extended for a period equivalent to the amount of time lost in raising title to or construction of the Strata Lot by reason of unforeseen circumstances, including, without limitation, time lost from strikes, lockouts, climatic conditions, soil conditions, acts of governmental authorities, public health emergency, fire, explosion, acts of God, enemies of the Queen or other circumstances beyond the control of the Seller.

#### **5. ADJUSTMENT AND POSSESSION DATE**

- (a) All usual adjustments both ingoing and outgoing of whatsoever nature will be made as of the Completion Date.
- (b) The Buyer will obtain possession of the Strata Lot on the Completion Date and after the Purchase Price has been fully paid.

## 6. TAXES

- (a) The Purchase Price is exclusive of, and the Buyer will pay, all applicable taxes in connection with the purchase of the Strata Lot, including BC property transfer tax (PTT) and federal goods and services tax (GST).
- (b) In respect of the payment of GST the Buyer will pay GST to the Seller net of the New Housing Rebate (the "**Rebate**"). If the Buyer is not eligible for the Rebate or does not complete or execute the documentation to assign the benefit of the Rebate to the Seller the Purchase Price will be increased by an amount equal to the Rebate that would have been otherwise available with respect to this purchase. If Canada Revenue Agency (CRA) disallows all or any part of the Rebate claimed, the Buyer will immediately, upon receiving written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest and penalties that the Seller is required to pay under the *Excise Tax Act* as a result of such disallowance. If the Buyer intends to rent the Strata Lot and apply for the Residential Rental Property Rebate (the "**RRP Rebate**") then the Buyer must apply directly to CRA for the RRP Rebate.

## 7. EXTRAS

The Seller may accept changes and alterations ("**Extras**") to the plans and specifications for the construction of improvements on the Strata Lot subject to the following conditions:

- (a) prior to starting work on any Extras the Seller and Buyer will agree in writing on:
  - (i) the price of the Extras which will be added to the Purchase Price and paid along with the Purchase Price at the Completion Date and which price will include:
    - (A) \$250.00 per change; plus
    - (B) the cost to complete the Extras; plus
    - (C) an administration fee of 15% of the total of the two previous items;
- (b) execution by the Buyer of any required documentation of the Seller in respect of the Extras;
- (c) any necessary extension to the Completion Date as a result of the Extras.

## 8. SITE INSPECTION

The Buyer will not attend at the Development or the Strata Lot while construction is underway without the written authorization of the Seller or its authorized agent. The Seller may impose such conditions of access as the Seller may reasonably require.

**9. COSTS**

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

**10. DIMENSIONS AND LAYOUT**

The Buyer acknowledges that the areas and dimensions of the strata lots in the Development as set out in any disclosure or marketing materials prepared for the Development are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller. The Seller reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics.

**11. CONTINUED CONSTRUCTION**

The Buyer agrees that the Seller may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Buyer. The Buyer acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Buyer will not impede or interfere with the Seller's completion of construction of other strata lots or the common property or the Development.

**12. CONCRETE**

The Seller does not warrant any concrete sidewalk, pathways, driveways or other concrete surface area. Where applicable the Buyer is encouraged to apply proper sealants to protect such areas and extend longevity.

**13. PRE-CLOSING INSPECTION & DEFICIENCY HOLDBACK**

The parties will conduct a walk-through inspection of the Strata Lot no later than \_\_\_\_ days prior to the Completion Date. Any and all deficiencies will be itemized in writing. The Buyer will be at liberty to holdback from the Purchase Price the value of the deficiencies (as determined by the parties acting reasonably) pending remediation by the Seller within 60 days of the Completion Date. Notwithstanding the foregoing there will be no holdback for the value of any incomplete landscaping or common area works. Any and all disputes in connection with remediation of deficiencies or the holdback will be determined by a single arbitrator in accordance with *Arbitration Act* of BC. Costs of the arbitration will be awarded to the prevailing party.

**14. BUILDER LIEN HOLDBACK**

On the Completion Date the Seller will cause its lawyers to holdback 7% of the Purchase Price until such time as the builders lien period as prescribed in the *Builders Lien Act* has expired, and to the extent no claims of builders lien arising through or under the Seller are filed against title to the Strata Lot, the holdback will thereafter be released to the Seller.

**15. RISK**

The Strata Lot will 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 the Buyer's option cancel this Contract and will thereupon be entitled to the return of any monies paid hereunder. The Strata Lot will be at the risk of the Buyer as and from the Completion Date or actual possession by the Buyer, whichever occurs first.

**16. GENERAL**

- (a) The Buyer acknowledges receipt of the Seller's Disclosure Statement and all addendums thereto (if any) to the date of this Contract.
- (b) 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 will survive completion and the conveyance of the Strata Lot to the Buyer.
- (c) To the extent of any conflict between the terms of this Addendum and the Contract the terms of this Addendum will prevail.