SINGLE FAMILY HOME SITES – TOUCHSTONE AT GOSPEL ROCK

DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

June 27, 2024

Disclosure Statement with respect to an offering by TLI LIMITED PARTNERSHIP (the "Partnership") and GREENLANE HOMES LTD. (the "Registered Owner" and together with the Partnership, the "Developer") for the sale of subdivision lots in the development known as "Single Family Home Sites – Touchstone at Gospel Rock" (the "Development"), to be constructed on certain lands and premises located in Gibsons, British Columbia.

DEVELOPER

Name of each party comprising the Developer: Business Address and Address for Service of each party comprising the Developer:

TLI Limited Partnership and Greenlane Homes Ltd.

971 Venture Way Gibsons, BC V0N 1V7

BROKERAGE OF DEVELOPER

Name:	rareEarth Project Marketing (the "Vendor's Real
	Estate Agent")
Business Address:	502 – 134 Abbott Street
	Vancouver, BC V6B 2K4

In addition to using the Vendor's Real Estate Agent to market the Lots (as defined in subsection 2.1(b)) in the Development, the Developer may also utilize the services of other licensed realtors, additional or replacement agents and sub-agents, the Vendor's Real Estate Agent may appoint sub-agents, and the Developer reserves the right to market the Lots itself. Any employees of the Developer who market the Lots on behalf of the Developer may not be licensed under the Real Estate Services Act (British Columbia). The Vendor's Real Estate Agent, any additional or replacements agents or sub-agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of purchasers.

This Dis	closure Statem	nent relates to a	developme	nt property t	hat is not	yet comple	eted.
Please refer to section 7.2 for information on the purchase agreement. That information							
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DISCLAIMER

THE DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT OF REAL ESTATE, 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 (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act* (British Columbia), 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 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:

The Developer at the address shown in the disclosure statement received by the purchaser;

The Developer at the address shown in the purchaser's purchase agreement;

The Developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser; or

The Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The Developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the 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.

Section 21 also provides that, subject to certain exceptions and conditions, a purchaser of a development unit may rescind a purchase agreement by serving a written notice of rescission on the developer or the developer's brokerage: (1) if the purchaser is entitled to a disclosure statement for the Development but does not receive the disclosure statement; or (2) if all of the following apply: (a) the purchaser does not receive an amendment to this Disclosure Statement which it was entitled to receive; (b) the amendment relates to or would have related to a fact or proposal to do something that is a material fact; (c) the amendment relates to or would have related to a fact or proposal to do something that was or would have been reasonably relevant to the purchaser in deciding to enter into the purchase agreement; and (d) no more than one year has elapsed after the transfer of title to the development unit to the purchaser. The foregoing rights of rescission apply regardless of whether title to the development unit has been transferred.

REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA) REQUIREMENTS

(Policy Statement 6)

Policy Statement 6 issued by the Superintendent of Real Estate pursuant to the Real Estate Development Marketing Act (British Columbia) requires that in order for a developer to market a development unit before obtaining a satisfactory financing commitment:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, 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 a satisfactory financing commitment 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 a satisfactory financing commitment; 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 amended Policy Statement 6 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 a satisfactory financing commitment must contain the following terms:
 - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment 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 12month period until the required amendment is received by the purchaser;
 - (ii) 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 a satisfactory financing commitment is no more than 10% of the purchase price; and
 - (iii) 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.

Please see section 6.2 below in respect of the above requirements.

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1. THE DEVELOPER

1.1 The Developer

- (a) The Partnership is a limited partnership formed under the laws of British Columbia pursuant to a Certificate of Limited Partnership filed on July 18, 2017 under LP724026.
- (b) The general partner of the Partnership is currently the Registered Owner; however, the Partnership intends to appoint a company to be affiliated (as defined under the *Business Corporations Act* (British Columbia) with the Registered Owner to replace the Registered Owner as the general partner of the Partnership.
- (c) The Registered Owner is a company incorporated under the *Business Corporations Act* (British Columbia) on August 4, 2016 under incorporation number BC1085102.

1.2 Purpose of Formation

The Partnership was formed to acquire the Parent Property (as defined in section 4.1), to develop the Development and market the Lots.

The only assets of the Partnership are the beneficial interest in the Parent Property, as the same may be subdivided from time to time. Prior to or upon the deposit of the Phase 1C Subdivision Plan (as defined in subsection 4.1(d)), the Partnership intends to transfer its beneficial ownership in the Remainder Lands (as defined in subsection 4.1(d)), or portions thereof, to one or more partnerships or legal entities which may or may not be related to or affiliated with the Partnership to develop the Remainder Lands.

The Registered Owner was incorporated to hold titles to the Parent Property, as the same may be subdivided from time to time, as nominee, agent and bare trustee for the Partnership and other partnerships and legal entities related to or affiliated with the Partnership, as applicable. The Registered Owner does not, and will not, have any beneficial interest in the Parent Property, the Lots, the Remainder Lands, or any other lands or assets whatsoever.

1.3 Registered and Records Office

The registered office of the Partnership and the registered and records office of the Registered Owner (which is also the general partner of the Partnership) is Suite 2500, 666 Burrard Street, Vancouver, BC V6C 2X8.

1.4 Directors of the Developer

The sole director of the Registered Owner is Yan Ji.

- 1.5 Real Estate Experience of the Developer
 - (a) The following is a description of the nature and extent of the experience that the Developer and the directors and officers of the Registered Owner have in the real estate development industry:

- (i) The Partnership was formed specifically to acquire the Parent Property, to develop the Development and to market the Lots. Accordingly, the Partnership has not undertaken any other real estate developments.
- (ii) The Registered Owner was incorporated to hold registered titles to the Parent Property, as nominee, agent and bare trustee for and on behalf of the Partnership and accordingly, has not undertaken any other real estate developments.
- (iii) Yan Ji, being the sole director of the Registered Owner, has over four (4) years of experience in developing residential real estate in the Sunshine Coast Regional District as well as over ten (10) years of experience in developing residential real estate internationally.
- (b) To the best of the Developer's knowledge, neither the Partnership nor the Registered Owner, nor any principal holder of the Partnership or the Registered Owner, nor any of the directors and officers of the Registered Owner or any principal holder of the Partnership or the Registered Owner, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) To the best of the Developer's knowledge, neither the Partnership nor the Registered Owner, nor any principal holder of the Partnership or the Registered Owner, nor any of the directors and officers of the Registered Owner or any principal holder of the Partnership or the Registered Owner, within the last five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) To the best of the Developer's knowledge, no director, officer or principal holder of the Partnership or the Registered Owner, nor any director or officer of any principal holder of the Partnership or the Registered Owner, within the five (5) years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - 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 was subject to or instituted any proceedings, arrangement

or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

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

- (a) following completion of the Development, the Developer, a limited partnership (the general partner of which is related to or affiliated with the Developer), or any other entity affiliated with the Developer (each a "Related Developer" and if more than one, the "Related Developers") may elect to retain any of the Lots and may use, occupy, lease or transfer such Lots on terms established by such parties;
- (b) prior to completion of the Development, the Partnership intends to transfer its beneficial ownership of the Remainder Lands, or portions thereof, to one of more Related Developers;
- it is intended that the Developer and one or more Related Developers will develop (c) the Parent Property, and will construct buildings and other improvements thereon which, together with the Development will comprise a master planned community known as "Touchstone at Gospel Rock" (the "Community"). Easements (which may be reciprocal) between the Development and the Future Projects (as defined in subsection 2.1(c)) providing for, among other things, access to and use of certain common and/or shared utility systems and common facilities, and a cost sharing agreement providing for the apportionment of costs between the Development and the Future Projects, may be registered on title to the Parent Property and the Lots in order to facilitate the integration of the Development and the Future Projects as a master planned community, and any sharing of common and/or shared roadways, utility systems and common facilities, to the extent applicable between the Development and the Future Projects. The Developer will establish the manner and extent to which such shared use and costs will be shared between the Development and the Future Projects on a fair and equitable basis;
- (d) the Developer may in its sole discretion, elect to form, or cause a Related Developer to form, the Community Association (as defined in subsection 7.4(c)) to administer and manage, maintain and operate among other things, any signage for the Community, shared roadways, facilities, utility works, if applicable (collectively, the "Community Facilities") and one or more of the Developer or Related Developers may retain control of or votes in the Community Association for a period of time during and following completion of construction of the Development and the Future Projects;
- (e) the Developer will require a purchaser of a Lot to grant to the Registered Owner or its affiliate an option to purchase the Lot if the Purchaser does not take steps to commence and complete construction of the principal dwelling on the Lot within the times specified in the option to purchase, as more particularly described in subsection 4.4(k); and

(f) it is intended that the Developer, the Related Developers and their respective marketing agents and employees, will be entitled to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development and any Future Projects (as defined in subsection 7.4(a)), certain marketing, leasing and sales activities within the Development and any Lots owned or leased by the Developer.

2. GENERAL DESCRIPTION

- 2.1 General Description of the Development
 - (a) Location of the Development

The Development will be located in the Town of Gibsons, British Columbia within a portion of the Parent Property.

The current civic address of the Parent Property, from which the Lots will be subdivided, is currently 692 Gower Point Road, Gibsons, British Columbia. The civic addresses for the Lots will be determined by the Developer or as required by the Town. The Developer reserves the right to change the name of the Development and to change the civic addresses and lot numbers of the Lots, in its sole discretion or at the request of the Town. As a consequence of any such changes, the addresses and lot numbers assigned to any of the Lots may change.

The legal description of the Parent Property is set out in section 4.1.

(b) <u>General Description of the Development and the Lots</u>

The Development is currently expected to consist of a total of fifty-five (55) singlefamily home lots (individually, a "Lot" and collectively, the "Lots"). It is expected that all of the Lots will be for residential use. All of the Lots are being marketed by the Developer pursuant to this Disclosure Statement.

Each Lot will be a separate legal parcel and will be owned individually.

Titles for the individual Lots will be created by the deposit in the Vancouver/New Westminster Land Title Office (the "Land Title Office") of one or more final surveyed subdivision plans (each a "Subdivision Plan" and collectively, the "Subdivision Plans") with respect to the Parent Property. Titles to the Lots are expected to be created in three (3) phases ("Phase 1A", "Phase 1B" and "Phase 1C", respectively, individually a "Subdivision Phase" and collectively, the "Subdivision Phases"). The following is a description of the number of Lots currently expected to be created in each Subdivision Phase:

Subdivision Phase	Number of Lots
Phase 1A	23
Phase 1B	26
Phase 1C	6

The preliminary subdivision plans (each, a "**Preliminary Plan**" and collectively, the "**Preliminary Plans**") for Phase 1A, Phase 1B and Phase 1C showing the

proposed layout of the Development and the dimensions, lot lines, locations and areas of the Lots are attached as Exhibit A-1, Exhibit A-2 and Exhibit A-3 to this Disclosure Statement. The actual layout, dimensions, lot lines, location and areas of the Lots as surveyed may vary from what is depicted on the Preliminary Plans, which is based on architectural and engineering drawings.

Each Lot will be owned individually by the purchaser of such Lot.

The Developer reserves the right to amend the size and number of the Lots from that shown on the Preliminary Plan, to combine two or more Lots into a single Lot, to consolidate and/or divide any of the Lots. As a consequence of any such changes, the addresses and lot numbers assigned to any of the Lots may change.

(c) <u>Community and Future Projects</u>

The Development will be the first development constructed and forming part of the Community to be located on approximately 47 acres of land, spanning from the Chaster/Shaw Road intersection to Gower Point Road at the northeastern point to the Georgia Strait/ Salish Sea waterfront at the south. It is intended that the Community will consist of a number of different neighbourhoods, comprising of strata developments, townhouses and a hotel, to be developed in phases. The expected layout of the Community to be constructed on the Parent Property is depicted in the current master concept plan attached to this Disclosure Statement as Exhibit B (the "**Concept Plan**"). The Developer and Related Developers intend to construct the Community as generally shown on the Concept Plan; however, the phasing, size, location and configuration of future components of the Community are subject to change at the discretion of the Developer and/or one of more of the Related Developers, or as required by the Town, all without compensation or notice to the purchasers of the Lots.

Subject to the last paragraph of this subsection 2.1(c), it is intended that the Community will be developed in phases and will consist of the Development and other separate projects located on separate legal parcels (each a "**Future Project**" and collectively, the "**Future Projects**"):

- (i) the first phase of the development of the Community will include:
 - A. the Development;
 - B. a strata residential low-rise condominium building consisting of approximately 49 strata lots;
 - C. one townhouse complex consisting of approximately 48 townhouses;
 - D. the Conservation Area; and
 - E. a commercially operated hotel for short-term guest accommodations (the "**Hotel**"),

to be developed upon the lands generally shown as "Phase 1A", "Phase 1B" and "Phase 1C" on the Concept Plan, as the same may be subdivided from time to time (the "**Phase 1 Lands**");

- the second phase of the development of the Community will include one townhouse complex and one strata residential low-rise condominium building, to be developed upon the lands generally shown as "Phase 2" on the Concept Plan, as the same may be subdivided from time to time (the "Phase 2 Lands"); and
- (iii) the third phase of the development of the Community will include one townhouse complex and one strata residential low-rise condominium building, to be developed upon the lands generally shown as "Phase 3" on the Concept Plan, as the same may be subdivided from time to time (the "**Phase 3 Lands**").

The Development and the Future Projects may share certain common facilities, which may be administered by the Community Association, if formed.

The Future Projects may be developed at any time by the Developer, one or more Related Developers or if the Developer decides to sell the Remainder Lands or part thereof to one or more unrelated developers (the "**Future Projects Owners**"). It is anticipated that the construction of each of the Future Projects will-commence and complete at different times in the future. The timing for developing the Future Projects has not yet been determined, and may change from time to time, as determined by the applicable Future Projects Owner(s), in its or their sole discretion, and, without limiting the foregoing, the timing for constructing any of the Future Projects may be advanced or delayed from time to time. The Future Projects Owner(s) may elect, in their sole discretion, not to proceed with the development of the Future Projects or any of them. The Future Projects Owner(s) may also make changes to the proposed uses, form and configuration of the Future Projects and to the Community generally, subject to any requirements of the Town of Gibsons (the "**Town**").

2.2 Permitted Use

The Parent Property on which the Development is to be constructed is zoned as Comprehensive Development Area Zone 4 ("**CDA-4**") pursuant to the Town's Gospel Rock Village Amendment Bylaw No. 1065-43, 2018 (the "**Zoning Amendment Bylaw**"), a copy of which is attached hereto as Exhibit C, which amends the Town's Zoning Bylaw No. 1065, 2007 (the "**Zoning Bylaw**"). The Zoning Amendment Bylaw permits the form of the development of the Community as a mix of residential and commercial guest accommodation uses and a small commercial use area to support a compact, pedestrian-oriented community.

The Development is located within Sub Areas 3, 4, 5 and 6 of CDA-4, as shown on Schedule "H" attached to the Zoning Amendment Bylaw, which are subject to the zoning regulations for the Single Family and Two Family Residential Zone 5 (R-5), the Custom Single and Two Family Residential Zone 3 (R-3) and the Custom Single Family Residential Zone 2 (R-2) (collectively, the "**Applicable Zoning**"). The permissible use of the Lots intended by the Developer is single-family dwelling, limited to one principal building, on a Lot, which use is permitted under the Applicable Zoning.

Under the Applicable Zoning, there may be other permissible uses of the Lots and the Development beyond those intended by the Developer and described above, such as duplexes. The Applicable Zoning does not currently permit the construction of secondary suites within Sub Areas 5 and 6 of the CDA; however, the Town has advised the Developer

that the Zoning Bylaw may be further amended by Zoning Amendment Bylaw No. 1065-79, 2024 (the "**Proposed Zoning Bylaw Amendment**"), a copy of which is attached as Exhibit D to this Disclosure Statement, which Proposed Zoning Bylaw Amendment achieved first reading on May 7, 2024, to permit the construction of one secondary suite within Subareas 5 and 6 of the CDA. Purchasers of Lots should determine whether their intended use of a Lot is permitted by the Zoning Amendment Bylaw. For more information relating to the zoning requirements applicable to the Development and all permissible uses applicable to the Lots, purchasers are advised as follows:

- (a) A full copy of the Zoning Bylaw is available for viewing on the Town's bylaw website at <u>https://gibsons.civicweb.net/filepro/documents/108/?preview=89468</u> and is subject to change by the Town (purchasers should be aware that the Town's website is updated from time to time and may, at any time, not be up to date).
- (b) Purchasers may contact the Town for more information about zoning as follows:

The Town of Gibsons Planning and Development Department 474 South Fletcher Road, Box 340 Gibsons, BC V0N 1V0

Tel: 604-886-2274.

The above contact information is current as of the date of this Disclosure Statement. If a purchaser calls the above number or uses the above address and they are no longer correct, or finds that this information is no longer accurate, the purchaser should contact the Town and ask to speak with someone knowledgeable or familiar about zoning in the Development.

- 2.3 Building Construction
 - (a) Construction

Purchasers of Lots are responsible to review the bylaws, rules, regulations and other requirements of the Town and any other applicable governmental authorities with respect to the requirements for the approval of any construction proposed by the purchasers on the Lots and to ensure compliance with same, and the Developer will be under no obligation to the purchasers in connection therewith. Each purchaser of a Lot will be entirely responsible for the construction of any improvements on the purchaser's Lot and payment of any fees or charges payable in connection with any construction on the Lots, including, but not limited to, building permit fees, plumbing permit fees, inspection fees, and connection fees for any services or utilities. A building permit is required from the Town in order to construct improvements upon a Lot and a purchaser of a Lot must make application for and obtain a building permit prior to the commencement of construction of an improvement on a Lot.

(b) Statutory Building Scheme

Construction of any improvement on the Lots will be regulated by a Statutory Building Scheme (the "**Statutory Building Scheme**") that will ensure compatible design elements to unify the exterior appearance of the buildings and the structures within the Development. The Statutory Building Scheme will be registered against titles to the Lots and will contain restrictions applicable to the construction of improvements on the Lots.

The Statutory Building Scheme contains a schedule of restrictions (the "**Schedule of Restrictions**") and the design guidelines (the "**Design Guidelines**"), both of which are attached to this Disclosure Statement as Exhibit E.

Prior to commencement of construction of any improvements on the Lots, plans and specifications for construction of the principal dwelling on the Lot (the "**Plans and Specs**") must be submitted to the Developer or other designate identified in the Statutory Building Scheme for approval (the "**Approving Authority**") pursuant to the Statutory Building Scheme. The purchaser will have to submit approval fees and deposits in accordance with the Statutory Building Scheme. The Statutory Building Scheme establishes the procedure for plan approval and requirements for such matters as building height, exterior colour and finishes, roof materials and treatments, landscaping, fencing, parking, driveways, building siting, lot clearing, tree cutting as well as building footprints, lot access, garages and parking, landscape retaining walls, building massing and envelope, roof design and materials, entries, porches and decks, windows and doors, fascias and gutters, exterior finishes, sustainable green building design, soft landscaping, boulevards, front yards, fences, hard surfaces and bear proofing.

The Design Guidelines also contain requirements for completion of construction of the purchaser's improvements on the Lot and completion of landscaping on the Lot within specified time frames as noted below.

Purchasers of the Lots will be required to pay a damage deposit in the amount of \$5,000 (the "**Damage Deposit**"), as security against any damage caused by caused by such purchaser or its contractors or agents to the existing infrastructure in the Community, including any servicing works or utilities constructed or installed by the Developer (collectively, the "**Developer Works**"), and a compliance deposit in the amount of \$5,000 (the "**Compliance Deposit**") to ensure compliance by such purchaser with the Statutory Building Scheme, which Damage Deposit and Compliance Deposit will be payable to the Approving Authority or its solicitors in trust (the "**Building Scheme Deposit Holder**"), as directed by the Approving Authority, upon completion of the purchase of the Lot by the purchaser.

The Damage Deposit will be held by the Building Scheme Deposit Holder and released to the owner of the Lot upon completion of construction of the buildings, improvements, landscaping or other works on the Lot (collectively, the "**Improvements**") by the purchaser and inspection of the completed Improvements together with the Developer Works by the Approving Authority and confirmation that no damage has been caused by such owner, its contractors or agents. The Compliance Deposit will be held by the Building Scheme Deposit Holder until the final occupancy permit is issued by the Town and the Approving Authority is satisfied that the Improvements constructed by the owner of the Lot conforms to the Statutory Building Scheme.

If any damage has been caused by the owner of the Lot or its contractor or agents, the Damage Deposit will be automatically forfeited to the Approving Authority, without prejudice to any other rights or remedies against such owner. If the owner of a Lot does not comply with the Statutory Building Scheme in constructing the Improvements, the Compliance Deposit will be automatically forfeited to the Approving Authority, without prejudice to any other rights or remedies against such owner. The Damage Deposit and the Compliance Deposit will be held without interest.

Prospective purchasers should review the Schedule of Restrictions and Design Guidelines carefully in order to become fully familiar with the building restrictions applicable to the

Lots. The Developer may amend the Schedule of Restrictions and the Design Guidelines from time to time and it is the purchaser's responsibility to ensure that it has the most current version of the Design Guidelines at the time the purchaser submits materials for approval pursuant to the Statutory Building Scheme. The Statutory Building Scheme continues to govern following purchase of a Lot by the purchaser.

(c) Model Homes

The Developer may, at its sole and absolute discretion, construct model homes on certain Lots (collectively, the "**Model Homes**" and each a "**Model Home**") and offer the Model Homes for sale together with those Lots as-is, where-is. The Developer may agree to construct a Model Home for a purchaser of a Lot and the Developer and/or a related entity to the Developer may enter into a standalone construction agreement or an addendum to the Purchase Agreement (as defined in section 7.2), with respect to the construction of the Model Home.

3. SERVICING INFORMATION

3.1 Utilities and Services

The Development will be serviced by water and sewer utilities, a stormwater management system, electricity, natural gas, fire protection, fibre optic, road access, which facilities and systems have been or will be installed or completed by the Developer or the respective service provider up to the property line of the Lot.

The wires, cables and other equipment (the "**Telecommunications Equipment**") for the provision of telephone, cablevision, internet and certain other future telecommunication services may be owned by the supplier of such services.

The purchaser will be responsible for payment of hook-up and other charges payable to the utility suppliers. The Developer has not entered into any contracts with respect to the provision of utility services to the Development other than the existing and proposed encumbrances and covenants set out in sections 4.3 and 4.3(c)(i) and the agreements set out in this section 3.1, but the Developer reserves the right to do so. The Developer may enter into agreements, covenants, easements and/or statutory rights of way with and/or in favour of the Town, public utilities or other entities (which may be related to the Developer) with respect to the provision of utilities including, without limitation, the provision of telecommunication services (including cable television and internet) to the Development.

4. TITLE AND LEGAL MATTERS

- 4.1 Legal Description
 - (a) The Community will be developed on certain lands located in Gibsons, British Columbia and currently legally described as:

Parcel Identifier: 010-827-200 Block 7 District Lot 842 Plan 6755 except Plan EPP111764;

(the "Parent Property").

(b) Upon deposit of the Subdivision Plan (the "**Phase 1A Subdivision Plan**") for Phase 1A of the Development in the Land Title Office, a portion of the Parent

Property will be subdivided to create the Lots in Phase 1A. It is anticipated that the legal description of the Lots in Phase 1A will be generally as follows:

Lots 40 – 66 Block 7 District Lot 842 New Westminster District Plan EPP_____.

The plan number for the Phase 1A Subdivision Plan will be assigned prior to the Phase 1A Subdivision Plan being deposited in the Land Title Office.

(c) Upon deposit of the Subdivision Plan for Phase 1B of the Development (the "Phase 1B Subdivision Plan") in the Land Title Office, a portion of the remainder of the Parent Property will be subdivided to create the Lots in Phase 1B. It is anticipated that the legal description of the Lots in Phase 1B will be generally as follows:

> Lots 17 – 38 Block 7 District Lot 842 New Westminster District Plan EPP_____.

The plan number for the Phase 1B Subdivision Plan will be assigned prior to the Phase 1B Subdivision Plan being deposited in the Land Title Office.

(d) Upon deposit of the Subdivision Plan for Phase 1C of the Development (the "Phase 1C Subdivision Plan") in the Land Title Office, a portion of the remainder of the Parent Property will be subdivided to create the Lots in Phase 1C. It is anticipated that the legal description of the Lots in Phase 1C will be generally as follows:

> Lots 1 – 6 Block 7 District Lot 842 New Westminster District Plan

The plan number for the Phase 1C Subdivision Plan will be assigned prior to the Phase 1C Subdivision Plan being deposited in the Land Title Office. The remainder of the Parent Property following the deposit of the Phase 1C Subdivision Plan is herein referred to as the "**Remainder Lands**".

4.2 Ownership

- (a) The Registered Owner is the registered owner of the Parent Property.
- (b) The Registered Owner holds or will hold legal title to the Lots as nominee, agent and bare trustee for and on behalf of the Partnership.
- (c) It is anticipated that prior to or upon the Phase 1C Subdivision Plan being filed or title to the Remainder Lands being created by the filing of a subdivision plan, the

Partnership will transfer its beneficial interest in the remainder of the Parent Property or the Remainder Lands to one or more Related Developers and upon the completion of such transfer, the Registered Owner will hold legal title to the remainder of the Parent Property and/or the Remainder Lands as nominee, agent and bare trustee for such transferee, and the Partnership will no longer have any beneficial interest in the remainder of the Parent Property nor any Remainder Lands.

4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are presently registered against title to the Parent Property and, unless otherwise indicated, will remain registered against title to the Lots:

- (a) <u>Legal Notations</u>
 - (i) This Title May be Affected by a Permit Under Part 14 of the *Local Government Act*, See CA7984263

This notation is a notice of permit which indicates the Town issued Development Permit DP-2018-24 on October 31, 2019.

(ii) This Title May be Affected by a Permit Under Part 14 of the *Local Government Act*, See CA7984264

This notation is a notice of permit which indicates the Town issued Development Permit DP-2018-25 on October 31, 2019.

(iii) This Title May be Affected by a Permit Under Part 14 of the *Local Government Act*, See CA8293535

This notation is a notice of permit which indicates the Town issued Development Permit DP-2018-26 on June 18, 2020.

(iv) This Title May be Affected by a Permit Under Part 14 of the *Local Government Act*, See CA8519408

This notation is a notice of permit which indicates the Town issued Development Permit DP-2019-06 on October 19, 2020.

(v) This Title May be Affected by a Permit Under Part 14 of the *Local Government Act*, See CA8519478

This notation is a notice of permit which indicates the Town issued Development Permit DP-2019-08 on October 19, 2020.

- (b) Charges, Liens and Interests
 - (i) Right of Way C11318

This encumbrance is a right of way in favour of the Town and provides access to that portion of the Parent Property outlined in Plan 12538 to construct, install and maintain a sewer system.

(ii) Covenant CA7052234

This encumbrance is a covenant (the "**Development Covenant**") in favour of the Town pursuant to section 219 of the Land Title Act (British Columbia) (the "**Land Title Act**") regarding the use, development and subdivision of the Parent Property into a development containing mixed-use residential and tourist accommodation and a small area of commercial development, as a condition for the rezoning of the Parent Property to Comprehensive Development Area Zone 4. The Development will be completed in three phases (in this section, each, a "**Phase**" and collectively, the "**Phases**").

A. All Phases

The following apply to all Phases:

- (1) The Development shall be completed substantially in compliance with the boundaries and order of development indicated on the phasing plan attached as Schedule A to the Development Covenant.
- (2) Unless otherwise indicated, all obligations included in the Development Covenant and pertaining to a particular Phase shall be completed prior to subdivision approval for that Phase. In that regard, the servicing and stormwater improvements and sanitary collection system have to be completed by the Developer. A servicing agreement is required for each Phase.
- (3) 10% of the residential units constructed in each Phase shall be market rate rental housing units (in this section, the "Rental Housing Units"). The assortment of unit types, including bachelor, 1-, 2-, and 3-bedroom units, constructed as Rental Housing Units shall be based on market conditions and be to the satisfaction of the Director of Planning. If Rental Housing Units are located within an apartment building or other multi-family development, they must not be stratified unless the Registered Owner provides assurances to the Town, to the satisfaction of the Director of Planning, that the Rental Housing Units will, in perpetuity, be rented as long-term residences. The Town may require the Registered Owner register a covenant in the Land Title Office that prohibits strata subdivision of the Rental Housing Units. The Rental Housing Units must not be used for short term rental uses.

B. Road Extension

Chaster Road shall be the primary access route into the Development until the Shaw-Inglis Road Extension (in this section, the "**Road Extension**") is constructed. A maximum of 250 residential units using Chaster Road as access to and from Pratt Road may be constructed within the Gospel Rock Neighborhood Plan area, as defined by the Town's Official Community Plan, prior

to the Road Extension being constructed. If the Registered Owner, prior to the construction of the Road Extension, seeks rezoning or subdivision of the Parent Property or any portion thereof, the Town may require no build covenants be registered at the Land Title Office over any portion of the Parent Property, if the development of that portion of the Parent Property would cause the number of residential units to exceed the cap so established.

The Registered Owner shall commission a study outlining the planning, design and development of the Road Extension which includes the construction costs of the Road Extension (in this section, the **"Road Extension Costs"**).

The Registered Owner shall contribute to the Road Extension Costs, at the time of subdivision, the amount that is apportioned to that portion of the Parent Property being subdivided as calculated by the Town using the information provided in the study.

The Registered Owner agrees that it shall pay all development cost charges that become attributable to the Parent Property pursuant to a development cost charges bylaw (in this section, the "**DCC Bylaw**") that may be enacted by the Town after the date of the Development Covenant. Prior to the approval of the Phase 1 subdivision, the Registered Owner may, in the event that the Town has not enacted the DCC Bylaw, provide cash-in-lieu for the total Road Extension Costs allocated to the Parent Property.

- C. Phase 1
 - (1) Early Development of Sub Area 4

Sub Area 4 may be developed in advance of Phase 1 and prior to the completion of the subdivision requirements for Phase 1. Road frontage upgrades to that portion of Gower Point Road that is adjacent to Sub Area 4 shall be completed concurrently with the development of Sub Area 4, whether Sub Area 4 is developed before, after, or concurrently with Phase 1.

(2) Infrastructure

The Registered Owner shall provide the Town with a lifecycle cost analysis of relevant water, storm and sanitary infrastructure which shall include:

a) a determination of infrastructure costs related to the annual operation and maintenance, as well as end of service life replacement of proposed upgrades to the Town's infrastructure that are required to service the Development and any additional future development on adjacent parcels; and b) the identification of any incremental costs that the Town and/or property owners would incur if a Local Area Service (in this section, the "LAS") were to be applied to new homes in the Development.

The Town may, subject to Council direction, support an owner-initiated LAS if, prior to the approval of a subdivision of the Parent Property, the Registered Owner provides a petition, in accordance with the requirements of section 212 of the *Community Charter* (British Columbia), and which has been certified as sufficient and valid by the Town's corporate officer.

The Town, in accordance with section 508 of the *Local Government Act* (British Columbia), shall require the registered owners of parcels who undertake future developments that will benefit from the servicing and stormwater infrastructure constructed by the Registered Owner to enter into Latecomer Agreements.

(3) Works Required for Development of Phase 1

Phase 1 shall include a tourist accommodation building and a mix of residential units in the form of apartments, townhouses, and single-family dwellings as shown on Schedules A and B to the Development Covenant.

The following works have to be constructed by the Registered Owner:

- a) frontage upgrades for all public roads within Phase 1 and the entire section of Chaster Road fronting the Parent Property;
- b) the road structure, six-meter-wide paving, gravel shoulders and a gravel multi-use path that meets the collector road standard on that portion of Chaster Road from the west property line of the Parent Property to Mahan Road; and
- c) a secondary emergency access connection in a location to the satisfaction of the Town's Approving Officer.

The Registered Owner shall, prior to completion of the development of Phase 1, construct to the satisfaction of the Director of Infrastructure Services, the road surface and adjacent multi-use path on that portion of Gower Point Road running from Franklin Road to the Town-Sunshine Coast Regional District boundary, which will incorporate the design features and standards described in the Development Covenant.

The Registered Owner shall as part of the Phase 1 development, construct certain trails for public access to parks and the Conservation Area as shown in the Development Covenant and to grant certain statutory rights of way over such trails to secure such public access.

D. Phase 2

Phase 2 shall include a mix of residential units in the form of apartments and townhouses as shown on Schedules A and B of the Development Covenant. The Registered Owner shall as part of the Phase 2 development, construct trails for public access to parks and the Conservation Area as shown in the Development Covenant, public access to such trails and field markers, plantings, and signage for all parks.

E. Phase 3

Phase 3 shall include a mix of residential units in the form of apartments and townhouses as shown on Schedules A and B of the Development Covenant. The Registered Owner shall as part of the Phase 3 development, construct certain trails for public access to parks and the Conservation Area as shown in the Development Covenant and to grant certain statutory rights of way over such trails to secure such public access.

(iii) Covenant CA8395331 (as modified by Modification CA8974402)

This encumbrance is a covenant (the "**Habitat Covenant**") in favour of the Town pursuant to section 219 of the *Land Title Act*, to preserve the wildlife habitat and other ecological values for a portion of the Parent Property. The areas outlined in Plan EPP109886 and Plan EPP102323 are preservation areas (in this section, the "**Preservation Area**") which may not be built on, disturbed or used in any manner which may cause disturbance. At its cost, the Registered Owner will maintain the Preservation Area in accordance with the environmental reports attached to the Habitat Covenant as Schedules B, C, D and E thereto.

(iv) Covenant CA8418359

This encumbrance is a covenant (the "**Geotechnical Covenant**") in favour of the Town pursuant to section 219 of the *Land Title Act*, to ensure the Parent Property may be safely used for the purpose set out in the permit application in spite of the hazards of erosion, land slip or rock falls. The Geotechnical Covenant provides that no use may be carried on the Parent Property except for residential use and as permitted by the Town's zoning bylaws. No building or structure shall be located, constructed, reconstructed, moved or extended on the Parent Property except in accordance Development Permit No. DP-2019-06 and with the five geotechnical reports attached to the Geotechnical Covenant as Schedules A, B, C, D, E and F thereto. A copy of the Geotechnical Covenant is attached as Exhibit G hereto.

(v) Covenant CA9790723

This encumbrance is a covenant granted pursuant to section 219 of the *Land Title Act* and forms part of the protected areas covenant (the "**Protected Area Covenant**") among the Registered Owner, TLC The Land Conservancy of British Columbia ("**TLC**"), Sunshine Coast Conservation Association ("**SCCA**") and the Town (TLC, SCCA and the Town collectively, the "**Covenant Holders**" hereafter).

The Protected Area Covenant restricts the use, building, development, subdivision and occupation of a portion of the Parent Property over part in Plan EPP109886 (the "**Conservation Area**") in order to protect, preserve, conserve, maintain, enhance, restore or keep in its natural or existing state the flora, fauna, natural features and significant amenities located on the Conservation Area. Among other restrictions set out and as more particularly described in the Protected Area Covenant, the Conservation Area must not be used in a manner which:

- A. allows erosion of the Conservation Area to occur;
- B. causes or allows fill, rubbish, ashes, garbage, waste, contaminants or other materials foreign to the Conservation Area to be deposited in, on or under the Conservation Area;
- C. causes or allows any component of the Protected Area, including soil, gravel or rock, to be disturbed, explored for, moved, removed from or deposited in the Conservation Area; or
- D. causes or allows any indigenous flora in, on or under the Conservation Area to be cut down, removed, defoliated or in any way tampered with.

As well, the Conservation Area must not be used for fishing, hunting or the gathering or grazing of domestic animals, or for any business or commercial purposes. The Registered Owner may post signage for the purpose of public safety and information to the public about the Conservation Area. Public access to the Conservation Area will be limited to the trails located within the Conservation Area.

The Registered Owner, at its expense, shall create, review and revise every five to 10 years, a management plan for the Protected Area to be approved by the Covenant Holders. An ecological baseline report (in this section, the "**Report**") is attached as Schedule B to the Protected Area Covenant. The Report describes the Protected Area and will serve as a baseline for monitoring compliance with the terms of the Protected Area Covenant.

An endowment of \$20,000.00 was paid by the Registered Owner to TLC for the purpose of applying interest earned towards partial payment of costs associated with the monitoring and restoration work required. An administration fee is charged by the Covenant Holders to the Registered Owner in the amount of the lesser of \$500 (subject to future increase) or the actual cost of staff time and expenses necessary to respond to requests, plus 10%. The Protected Area Covenant contains an indemnity from the Registered Owner to the Covenant Holders for all liabilities, damages, losses, personal injury or death, claims and demands arising out of any act or omission, negligent or otherwise, in the use, occupation and maintenance of the Land and any natural, historical, heritage, cultural, scientific, environmental, wildlife or plant life value relating to land.

(vi) Statutory Right of Way CA9790724 and Statutory Right of Way BB1546979

These encumbrances are statutory rights of way granted in favour of the Covenant Holders pursuant to Section 218 of the *Land Title Act* and form part of the Protected Area Covenant. Statutory Right of Way CA9790724 is a blanket statutory right of way over the Parent Property and permits the Covenant Holders to access the Parent Property as necessary for the operation and maintenance of the Covenant Holders' obligations under the Protected Area Covenant.

The statutory right of way is specific to the Conservation Area permitting each Covenant Holder to enter upon the Conservation Area to inspect, protect, preserve, maintain, survey and evaluate the Conservation Area.

(vii) Rent Charge BB1546978

This encumbrance is a rent charge in favour of the Covenant Holders and forms part of the Protected Area Covenant. The rent charge is granted as security for the performance of the Registered Owner's obligations under the Protected Area Covenant. The rent charge is suspended until the Registered Owner is in breach of the Protected Area Covenant. It secures the payment by the Registered Owner to TLC and SCCA of the sum of \$10,000.00 per year, subject to adjustment for each violation occurring within that year. The amount is to be reassessed annually. In addition, there is a yearly rent charge monitoring fee in the amount of \$1,500.00 due by the Registered Owner to TLC and SCCA on January 31st of each year.

(viii) Mortgage CB368615 and Assignment of Rents CB368616

These encumbrances are a mortgage and assignment of rents in favour of Cenyard Pacific Developments Inc. ("**Cenyard**") as to an undivided $\frac{1}{4}$ interest and Li Qun Dong ("**Dong**") as to an undivided $\frac{3}{4}$ interest. Please see subsection 4.3(c)(i) for information concerning the discharge of these encumbrances.

(c) Discharge of Certain Registered Encumbrances

(i) The Developer will obtain from Cenyard and Dong a partial discharge of Mortgage CB368615 and Assignment of Rents CB368616 insofar as such security is not discharged when the Developer obtains construction financing and insofar as such mortgage and assignment of rents pertain to any particular Lot, within a reasonable time following completion of the sale of such Lot.

4.4 Proposed Encumbrances

In addition to the encumbrances listed in section 4.3, the following encumbrances may be registered by the Developer against the title to the Parent Property or the Lots:

- (a) the Construction Security (as defined in section 6.2);
- (b) the Mezzanine Security (as defined in section 6.2);
- (c) the Statutory Building Scheme;
- (d) any amendments to, or modifications or replacements of, some or all of the legal notations, covenants, easements, statutory rights of way and other encumbrances that are described in section 4.3, whether to accommodate the siting of the Development and/or any specific requirements of the development permit in respect of the Development or otherwise;
- (e) one or more reciprocal easements among the Lots to permit each Lot owner and/or the Community Association to enter, labour, go, be, return, pass and re-pass over, along and across the neighbouring Lots for the purpose of maintaining the landscaping and retaining walls (including sub-surface retaining walls) located along the boundaries of the Lots or within the Lots;
- (f) one or more reciprocal easements, covenants and/or statutory rights of way or other agreements, among some or all of the Lots, to permit such Lot owners to enter, labour, go, be, return, pass and re-pass over, along and across the neighbouring Lots for the purpose of the construction, installation, maintenance, repair, upgrade, alteration, operation and servicing of a stormwater drainage system and stormwater management;
- (g) a restrictive covenant imposing building height restrictions with respect to improvements on the Lot for the benefit of certain neighbouring lands;
- (h) any and all statutory rights of way, easements, restrictive covenants, rent charges, equitable charges or other agreements in favour of the Registered Owner, as registered owner of the Remainder Lands, or any subdivided portion thereof or in favour of the Community Association or otherwise, as determined by the Developer to be necessary or desirable in connection with ensuring ongoing access to, use of, and payment of costs associated with the Community Facilities by the owners of the Lots;
- (i) any and all such rights of way, easements, restrictive covenants, rights of way, dedications and other rights or restrictions required by the Town, Sunshine Coast Regional District, BC Hydro, Telus, Shaw Cablesystems Limited, FortisBC, British Columbia Transit Authority, Translink or any other applicable governmental authority, public or private utility or communications company or deemed necessary or advisable by the Developer or pursuant to any requirements of subdivision approval, a development permit or building permit, in connection with the subdivision or servicing of the Parent Property, the Development or construction of the Lots;

- (j) easements in favour of adjoining properties permitting the placement of underpinning, anchor rods or other support structures below the surface of the Parent Property, the Remainder Lands or one or more Lots, in order to facilitate construction on such adjoining properties, support for such properties during and after such construction and the ability to have the boom of any crane used in the construction of the development on such properties pass through the air space above the Parent Property, the Remainder Lands or one or more Lots;
- (k) an option to purchase (the "Option to Purchase") registrable against title to each Lot in favour of the Developer, pursuant to which the Developer will have an irrevocable option to purchase the Lot at any time, upon 30 days' prior written notice to the owner of the Lot:
 - (i) if the owner of the Lot has not submitted the Plans and Specs to the approving authority under the Statutory Building Scheme the Approving Authority within five (5) years after the initial conveyance of title to the Lot from the Developer to the purchaser of the Lot;
 - (ii) if the owner of the Lot has not commenced construction of the principal dwelling on the Lot within twelve (12) months after receiving approval of the Plans and Specs by the Approving Authority; or
 - (iii) if the owner of the Lot has not completed construction of the principal dwelling on the Lot within thirty (30) months after receiving approval of the Plans and Specs by the Approving Authority.

The Option to Purchase will provide that subject to certain closing adjustments, should the Developer exercise its right to purchase the Lot under the Option to Purchase, the purchase price will be the lesser of (A) 90% of the then-fair market value of the Lot, determined in accordance with the Option to Purchase, and (B) the purchase price to be paid by the owner to the Developer;

- (I) any notice of interest filed under the *Builders Lien Act* (British Columbia) to warn other persons that the owner's interest in the Parent Property is not bound by a claim of builders lien in respect of improvements on those lands unless the improvements were undertaken at the express request of the owner. Any such notation will be discharged from title to each Lot in connection with the transfer of the Lot to a purchaser;
- (m) any notice that the Parent Property is subject to a development permit issued by the Town;
- (n) any charges to be registered on title to the Lots to facilitate the operation of the Hotel;
- (o) any restrictive covenant to be registered on title to the Lots located within Phase 1C imposing the Setback (as defined in subsection 4.6(a); and
- (p) while the Developer is not aware of any pending claims of builders liens and certificates of pending litigation (collectively, the "Lien Claims"), the Developer acknowledges that it is not uncommon for the Lien Claims to be registered by third parties against the title to a development property during the course of the construction of a development, whether or not such claims are valid. Accordingly,

claims may be registered against title to the Parent Property or the Lots. If any the Lien Claims are registered, then the Developer will use commercially reasonable efforts to remove all such Lien Claims. In any event, the Developer will file a discharge of any Lien Claims registered against title to a Lot with the Land Title Office prior to or within reasonable time after the closing of the purchase and sale of that Lot.

The Developer may also accept grants of easements, restrictive covenants or other rights or charges over neighbouring lands for the benefit of the Parent Property, which agreements may contain certain cost sharing provisions.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liabilities in respect of the Parent Property or against the Developer that may affect the Development or the Lot owners of which the Developer is aware.

4.6 Environmental Matters

The Developer is not aware of any dangers relating to flooding, the condition of soil or subsoil or other environmental matters affecting the Development, except for the following:

(a) <u>Environmentally Sensitive Areas</u>

The Parent Property contains environmentally sensitive lands, including forested lands, wildlife corridors and wetlands (the "**Environmentally Sensitive Lands**"), and environmentally sensitive marine shore areas (the "**Marine Shore Areas**"), as described in the Environmental Impact Assessment Report for the Parent Property dated April 29, 2019, prepared by Diamond Head Consulting Ltd. (the "**Parent Property EIA**"), a copy of which is attached as Exhibit H-1 to this Disclosure Statement and as described in the Environmental Impact Assessment Report for the portion of the Parent Property located within Phase 1C of the Development dated February 27, 2019, prepared by Diamond Head Consulting Ltd., and updated on April 23, 2019 (the "**6-Lot EIA**" and together with the Parent Property EIA, the "**EIA Reports**"), a copy of which is attached as Exhibit H-2 to this Disclosure Statement.

Accordingly, the Parent Property and the Lots must be used and built on in strict compliance with the terms and conditions of the Protected Area Covenant, which is described in more detail in paragraph 4.3(b)(v).

The EIA Reports note that there are certain areas of the Parent Property that are Environmentally Sensitive Lands that are located outside of the Conservation Area under the Protected Area Covenant and will affect certain Lots. Purchasers of Lots containing Environmentally Sensitive Lands are expected to mitigate or prevent damage to the Environmentally Sensitive Lands within their lots and may be required to enter into further restrictive covenants with TLC or the Town as a condition of development permit or building permit issuance with respect to such Lots. The EIA Reports contain recommendations to prevent or mitigate against damages to the Environmentally Sensitive Lands, including, without limitation, the erection of temporary or permanent fencing, environmental monitoring during construction, demarcation of wildlife corridors, wildlife trees and significant trees, and restricting development activities during sensitive life-cycle times. Additionally, the 6-Lot EIA recommends a 14-metre setback off of the rear (western) boundary of the Lots located within Phase 1C (the "**Setback**") and a restrictive covenant restricting building, tree cutting and understory vegetation removal within the Setback.

(b) Geotechnical

There may be certain geotechnical or rockfall hazards to the Parent Property, as disclosed in the Geotechnical Covenant described in paragraph 4.3(b)(iv). The Parent Property, in general, is comprised of a wide bedrock-controlled ridge oriented in a north-south direction, with gently inclined slope down towards the south and west. Moderate to steep strong bedrock-controlled south and east facing slopes/bluffs border the east and south sides of the Parent Property. The Geotechnical Covenant requires all construction activities to be conducted in compliance with Development Permit No. DP-2019-06 and the recommendations of the geotechnical engineer set out in the geotechnical reports attached to the Geotechnical Covenant, all in accordance with the Geotechnical Covenant. Prospective purchasers should review the Geotechnical Covenant carefully, as the Geotechnical Covenant imposes certain obligations on owners of the Lots and may have an impact on the design and construction of improvements and structures on the Lots.

5. CONSTRUCTION AND WARRANTIES

- 5.1 Construction Dates
 - (a) The Developer commenced the construction and installation of the servicing and utilities work with respect to Phase 1A of the Development on or about September 1, 2023.
 - (b) The estimated date ranges for the commencement of construction and installation of the servicing and utilities work with respect to Phases 1B and Phase 1C of the Development are as follows:
 - (i) Phase 1B: January 31, 2025 to April 30, 2025; and
 - (ii) Phase 1C: June 30, 2025 to September 30, 2025.
 - (c) The estimated date ranges for filing of the applicable Subdivision Plan to create title to the Lots are as follows:
 - (i) Phase 1A: December 31, 2025 to March 31, 2026;
 - (ii) Phase 1B: June 30, 2026 to September 30, 2026; and
 - (iii) Phase 1C: December 31, 2026 to March 31, 2027.
 - (d) The closing date for the sale and purchase of each Lot will be determined in accordance with the purchase agreement between the purchaser and the Partnership. Please see section 7.2 for additional information. The date of completion of construction set out above has no relation to the completion of the purchase and sale of the Lots.

5.2 Warranties

There will be no construction or other warranties provided by the Developer.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Developer has been issued a Preliminary Layout Approval Letter ("**PLA**") dated July 27, 2023 from an approving officer of the Town for the proposed subdivision of the Parent Property to create the Development. A copy of the PLA is attached as Exhibit I to this Disclosure Statement. The issuance of the PLA satisfies the Developer's obligations under Policy Statement 5 issued by the Superintendent.

6.2 Construction Financing

(a) The Developer has not yet obtained a commitment for construction financing (the "Construction Financing") for the Development from a financial institution or other lender (the "Construction Lender"). The Developer estimates that it will receive a financing commitment in respect of the Construction Financing on or before the date that is 12 months after the date on which the Developer files this Disclosure Statement with the Superintendent. Once the Developer obtains a satisfactory financing commitment with respect to the Development, the Developer will file with the Superintendent an amendment to this Disclosure Statement (the "Financing Amendment") that sets out the particulars of the satisfactory financing commitment and will deliver a copy of such amendment to each purchaser of a Lot entitled to receive the same.

Following receipt of a commitment for Construction Financing, titles to the Parent Property and the Lots may be subject to mortgages and assignments of rent and/or any other security (collectively, the "**Construction Security**") which is reasonably required by the Construction Lender in connection with the Construction Financing. The Construction Lender will provide a partial discharge of the Construction Security, insofar as it pertains to any particular Lot, upon receipt by the Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Lot.

(b) The Developer may also obtain financing (the "Mezzanine Financing") from a mezzanine lender (the "Mezzanine Lender"). If the Developer obtains such Mezzanine Financing, title to the Parent Property and the Lots may be subject to mortgages, assignments of rent and/or any other security reasonably required by the Mezzanine Lender (the "Mezzanine Security"). The Mezzanine Lender will provide a partial discharge of the Mezzanine Security, insofar as it pertains to any particular Lot, upon receipt by the Mezzanine Lender of a specified or predetermined amount from the proceeds of the sale of such Lot.

7. MISCELLANEOUS

7.1 Deposits

Subject to legal remedies in respect of purchaser defaults under the Purchase Agreement (as defined in section 7.2) entered into between the purchaser and the Partnership, and except as otherwise provided in this section 7.1, where required under the *Real Estate*

Development Marketing Act (British Columbia) ("**Real Estate Development Marketing Act**") all deposits and other monies received from a purchaser of the Lots will be held in trust by the Developer's lawyers, Terra Law Corporation, or such other licensee under the *Real Estate Services Act* (British Columbia), solicitor or notary public as is appointed by the Developer, in accordance with the terms of the contract of purchase and sale and in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) the Subdivision Plan is deposited in the Land Title Office;
- (b) the approvals required for the lawful occupation of the Lot purchased have been obtained¹; and
- (c) an instrument evidencing the interest of the purchaser in the Lot has been filed for registration in the Land Title Office.

Unless otherwise noted in the agreement of purchase and sale, the interest, if any, accrued on the deposits will be for the account of and payable to the Developer.

Notwithstanding the foregoing, the Developer may, in its discretion, enter into a deposit protection contract with an approved insurer or another form of security agreement (the "**Deposit Insurance Contract**") as contemplated by the *Real Estate* Development *Marketing Act* which allows the deposit to be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof, and the deposit protection contract will remain in effect until subsections 7.1(a), (b) and (c) have been satisfied.

If the Developer enters into the Deposit Protection Contract, an amendment to this Disclosure Statement setting out the particulars of the Deposit Protection Contract will be filed with the Superintendent of Real Estate and a copy of the amendment will be delivered to each purchaser which is entitled to receive same.

7.2 Purchase Agreement

A copy of the form of offer to purchase and agreement of purchase and sale that the Developer intends to use in connection with the sale of the Lots (the "**Purchase Agreement**"), unless otherwise agreed to between the Developer and a purchaser, is attached as Exhibit J to this Disclosure Statement. Capitalized terms not otherwise defined in this section 7.2 have the meanings ascribed thereto in the Purchase Agreement. The Purchase Agreement provides, among other things, as follows:

- (a) Termination of the Contract / Extension of Completion Date
 - (i) If the Purchaser fails to pay any portion of the Deposit when required under the Purchase Agreement or fails to complete the purchase of the Property in default of his/her/its obligations under the Purchase Agreement, then, subject to subparagraph 7.2(a)(viii)B, the Vendor may elect to terminate the Purchase Agreement and, in such event, the portion

¹ In the case of the Lots, an occupancy permit will not be issued by the Town as the purchaser is buying a vacant lot.

of the Deposit that has been paid and all accrued interest thereon will be non-refundable and be absolutely forfeited to the Vendor.

- (ii) If the Completion Date is a Saturday, Sunday, statutory holiday in British Columbia or a day upon which the Land Title Office or banks in British Columbia are not open for business, the Completion Date will be the immediately following business day.
- (iii) The Purchaser acknowledges that the Completion Date Notice may be based on the Vendor's estimate as to when title to the Lots will be issued. The Purchaser agrees that if title to the Lots is not issued on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's Solicitor.
- (iv) Notwithstanding anything else contained herein, if the Completion Date has not occurred by the Outside Date (or such later date which may result from the application of paragraphs 7.2(a)(v) and 7.2(a)(vi) below), then either party may, by written notice to the other party, cancel the Purchase Agreement at any time after the Outside Date and prior to the Completion Date Notice being received by the Purchaser. If the Purchase Agreement is cancelled pursuant to this subsection, then the Deposit paid by the Purchaser will be returned to the Purchaser and, effective as of the date of receipt of such notice by the party to which it was given, the Purchase Agreement will be null and void and both parties will be released from their obligations thereunder.
- (v) If the Vendor is delayed from depositing the Subdivision Plan for the applicable Subdivision Phase for registration in the Land Title Office, performing any obligation by an estimated date or performing any other obligation under the Purchase Agreement as a result of fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, flood, earthquake, act of God, pandemic, epidemic, public health crisis, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climatic conditions, terrorist attack, interference of the Purchaser, or any other event beyond the control of the Vendor, in every case as determined by the Vendor in its sole discretion, then the Vendor may, by written notice to the Purchaser, extend the applicable Outside Date (in addition to any extension pursuant to paragraph 7.2(a)(vi) below and whether or not any extension described in paragraph 7.2(a)(vi) below has been exercised), any estimated date by which the Vendor intends to perform an obligation under the Purchase Agreement and any date by which the Vendor must perform an obligation under the Purchase Agreement (including, without limitation, the Completion Date) for a period equivalent to such delay or the impact of such delay on the completion of the Development, whichever is greater, without compensation to the Purchaser, and time will remain of the essence.
- (vi) The Vendor may, at its option, exercisable by written notice to the Purchaser, in addition to any extension pursuant to paragraph 7.2(a)(v) above and whether or not any extension described in paragraph 7.2(a)(v)

above has been exercised, elect to extend the Outside Date for up to three periods of 120 days each.

- (vii) The Purchaser covenants and agrees that it will not under any circumstances (including, without limitation, exceptional circumstances) take any action or cause any action to be taken which may hinder or delay the completion of the sale of the Property in accordance with the terms of the Purchase Agreement or the completion of the sale of any other property in the Development. In the event the Purchaser breaches the provisions of this paragraph 7.2(a)(iii), the Vendor may, in its sole and absolute discretion, cancel the Purchase Agreement by written notice to the Purchaser or the Purchaser's Solicitor and in such event the Deposit paid by the Purchaser and any interest accrued thereon will be nonrefundable and be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages. The Vendor may so cancel the Purchase Agreement at any time during the continuance of, or following, the default by the Purchaser under this paragraph 7.2(a)(vii).
- (viii) Time will be of the essence of the Purchase Agreement and unless all payments on account of the Purchase Price (including, without limitation, any portion of the Deposit or the balance of the Purchase Price), together with adjustments thereto as provided under the Purchase Agreement and all other amounts payable thereunder are paid when due, then the Vendor may, at its option:
 - A. terminate the Purchase Agreement by written notice to the Purchaser and, in such event, the portion of the Deposit paid by the Purchaser and any accrued interest thereon will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitor is irrevocably authorized and directed by the Purchaser to pay the amount held by it and such interest as may have accrued thereon to the Vendor upon written demand therefore by the Vendor; or
 - B. elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence of the Purchase Agreement and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance (effective annual rate of 26.82%), from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.
- (ix) The Vendor may cancel the Purchase Agreement pursuant to subparagraph 7.2(a)(viii)A above or grant one or more further extensions pursuant to subparagraph 7.2(a)(viii)B above at any time after extending

the date for payment or the Completion Date, as the case may be, pursuant to subparagraph 7.2(a)(viii)B if the Purchaser fails to make such payment or to complete on or before such extended date.

- (x) The Vendor may, in its sole discretion, terminate the Purchase Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid will be returned to the Purchaser and the Purchaser will have no further claims against the Vendor.
- (xi) The Vendor may in its sole discretion terminate the Purchase Agreement if the Vendor has reasonable grounds to suspect that the Purchaser is both (A) a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) (the "**PPNCA**") and the regulations under that Act, as amended from time to time and (B) not an exempt person under the PPNCA, or the Purchaser fails to provide documentation or information to support the Purchaser's claim that the Purchaser is not a non-Canadian within the meaning of the PPNCA.
- In the case of cancellation of the Purchase Agreement pursuant to (xii) paragraph 7.2(a)(iv), (viii), (x), (xi) or (xiv), the Purchase Agreement will be null and void effective as of the date of receipt of notice of such cancellation by the Purchaser or the Vendor, as the case may be, and the Vendor will repay to the Purchaser the Deposit paid by the Purchaser under the Purchase Agreement and there will be no further obligations as between the Vendor and the Purchaser. The Vendor and the Purchaser acknowledge and agree that the repayment of such Deposit (or portion thereof) to the Purchaser will be the limit of the Vendor's liability in connection therewith and is deemed to be adequate compensation for any damages the Purchaser may suffer in connection therewith. For greater certainty, the Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such cancellation including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser further acknowledges and agrees that this provision will constitute a complete defence to any claim which may be made by the Purchaser against the Vendor.
- (xiii) The Purchaser may terminate the Purchase Agreement by written notice to the Vendor on or before the Purchaser's Condition Date if the Purchaser is not satisfied with its inspection, feasibility study and/or geotechnical review of the portion of the Parent Property in which the Property will be located, and the Purchase Agreement will be null and void effective as of the date of receipt of notice of such cancellation by the Purchaser or the Vendor, as the case may be, and the Vendor will repay

to the Purchaser the Deposit paid by the Purchaser under the Purchase Agreement and there will be no further obligations as between the Vendor and the Purchaser.

(xiv) If the Financing Amendment is not received by the purchaser within 12 months after this Disclosure Statement was filed with the Superintendent, the purchaser may at his/her/their/its option cancel the Purchase Agreement at any time after the end of the 12-month period until the Financing Amendment has been received by the purchaser. All deposits paid by the purchaser (including any interest earned thereon, if applicable), will be returned promptly to the purchaser upon notice of cancellation from the purchaser as described in this subsection 7.2(a)(xv).

(b) Assignment

- (i) The Purchaser may not directly or indirectly assign his, her, its or their interest in the Property or the Purchase Agreement or direct the Vendor to transfer title to the Property to any third party without the Vendor's prior written consent, which consent may be arbitrarily withheld in the Vendor's sole discretion. Any such consent by the Vendor will be conditional upon the Purchaser paying to the Vendor an administrative fee in the amount of \$1,500 plus applicable taxes (the "Administrative Fee"), an assignment fee equal to 2.0% of the Purchase Price (the "Assignment Fee") and complying with any other terms imposed by the Vendor in connection therewith, which may include, without limitation, that (i) the Vendor, the Purchaser and the proposed assignee enter into an assumption agreement in favour of the Vendor in a form provided by the Vendor or approved by the Vendor in its sole discretion, pursuant to which the assignee agrees, inter alia, to be bound by the Purchase Contract, and (ii) the Purchaser agrees, inter alia, to release and discharge any insurer with which the Vendor enters into a deposit protection contract from any and all claims that the Purchaser may have against the insurer with respect to such deposit protection contract and/or the Deposit. Notwithstanding the foregoing, in the case of any assignment to a spouse, parent, child or sibling of the purchaser or a company wholly controlled by the Purchaser or any of the foregoing persons, the Purchaser will only be required to pay the Administrative Fee provided that the Purchaser provides the Vendor with evidence satisfactory to the Vendor of the relationship between the Purchaser and the proposed assignee(s). No assignment by the Purchaser of the Purchaser's interest in the Purchase Agreement will have the effect of releasing the Purchaser from any of the purchaser's obligations and liabilities under the Purchase Agreement. For greater certainty, the provisions described in this subsection 7.2(b) will apply to all subsequent assignments of the Purchase Agreement by assignees of the original purchaser or subsequent assignees as if the assignor party in the case of each assignment was the purchaser under the Purchase Agreement.
- (ii) The Purchaser will not advertise or solicit offers from the public nor list the Property or the Purchase Agreement on the Multiple Listing Service or any other listing service related to the sales of real property with respect

to the resale or assignment of the Purchaser's interest in the Property or the Purchase Agreement prior to the Completion Date.

- (c) Deposit and Interest on Deposit
 - (i) Interest on the Deposit will, in all cases, be for the benefit of the Vendor and will not be applied on account of the Purchase Price.
 - The Purchaser understands that under Section 19 of the Real Estate (ii) Development Marketing Act, developers may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided may be released to the developer and used by the developer. As a result, the Vendor, at its sole option, may enter into a deposit protection contract as permitted by such legislation with respect to the Deposit and in the event a deposit protection contract is entered into the Purchaser irrevocably authorizes and directs the Vendor's Solicitor to pay the Deposit or portion thereof to the Vendor. The Deposit (or such portion thereof) will be released to the Vendor in accordance with such insurance contract or security agreement and the provisions of the Purchase Agreement will be deemed to have been amended accordingly. The Purchaser acknowledges that from and after the release of the Deposit or any portion thereof pursuant to a deposit protection contract, no further interest will be earned on the amount so released.

The information set out in this section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer directly to the Purchase Agreement for the actual provisions summarized in this section 7.2. If there is any discrepancy between the terms of the Purchase Agreement and the summaries provided in this section 7.2, the terms of the Purchase Agreement will govern.

7.3 Developer's Commitments

Except as set out herein, there are no commitments made by the Developer to be met after completion of the sale of the Lots.

- 7.4 Other Material Facts
 - (a) Continuing Marketing, Leasing and Sales Program

With the deposit of the Subdivision Plan for the first Subdivision Phase in the Land Title Office, the Developer and its marketing agents will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development and any Future Projects, certain marketing, leasing and sales activities within the Lots owned or leased by the Developer, including operating and maintaining display suites, model homes, presentation centres, other display areas, landscaping and parking areas and permitting public access to the same for the purpose of marketing, leasing or selling any unsold Lots and/or any Future Projects.

The Developer reserves the right to place signage in and around any unsold Lots for the duration of the marketing, leasing and sales program. In particular, the

Develop may install a "sold" sign on the front yard of each Lot for a period of 60 days following the completion of the sale of such Lot.

The Developer may conduct tours of the Development from time to time with prospective purchasers and hold sales, leasing and marketing events and other activities and other promotional and community events within any Lots owned or leased by or on behalf of the Developer. The Developer reserves the right to allow sales, customer service, warranty service and construction staff of the Developer, their consultants, contractors and sub-contractors, and property management staff to park on-site after occupation, until the Developer has completed marketing, leasing and selling the Development and/or the Future Projects.

The Developer will act reasonably in exercising such rights and will use commercially reasonable efforts to minimize any interference with the use or enjoyment of the Lot owners.

(b) Ongoing Development

Construction of the Development and any improvements thereon, along with construction of adjacent lands (including any Future Projects), is part of a long-term construction program. Prospective purchasers should be aware that construction of the Development, improvements and the adjacent and Future Projects will involve ongoing noise, dust, dirt, vibrations and other activities typically associated with such construction projects.

(c) Community Association

As described in subsection 1.6(d), the Developer may incorporate a society under the Societies Act (British Columbia) or form a corporation pursuant to the Not-for-Profit Corporation Act (Canada) to act as a community association (the "Community Association") which will be responsible for the administration, maintenance and operation of the Community Facilities. It is intended that the owners of each Lot, and the strata corporations formed as a result of the strata subdivision of the Remainder Lands, as may be further subdivided from time to time, and the owner of the Hotel, will comprise the members of the Community Association and will be entitled to appoint one or more representatives to the Community Association, pursuant to the bylaws of the Community Association. Use of the Community Facilities is expected to be governed by rules established by the Community Association, as amended from time to time.

If incorporated or formed, the Community Association will be responsible for preparing an annual budget (the "**Annual Association Costs Budget**") of the costs and expenses to be incurred in respect of the operations of the Community Association (the "**Association Costs**") for each calendar year, including, without limitation, the costs and expenses incurred by or attributable to the Community Association operating, administering, managing, insuring, cleaning, maintaining, repairing and, if required replacing the Community Facilities.

As a member funded society, the Community Association will operate by collecting membership dues from its members, which membership dues will be equal to the member's proportionate share of the Association Costs determined in accordance with a cost-sharing formula set out in the bylaws of the Community Association or such other cost-sharing agreement among the members of the Community Association. The Developer and the Related Developers will establish the manner and extent to which the Association Costs will be shared between the Development and the Future Projects on a fair and equitable basis.

If the Developer does not incorporate or cause the Community Association to be formed, the Developer and the Related Developers may establish a different method for the sharing of the Association Costs among the developments within the Community with respect to the Community Facilities, if any.

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

DEEMED RELIANCE

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

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 __________, 2024.

TLI LIMITED PARTNERSHIP, by its general partner, GREENLANE HOMES LTD.

Sole director of **GREENLANE HOMES LTD.**

DocuSigned by:

Yan Ji

Per: (Jan)i

Authorized Signatory

Jan Ji ______58A65387E3EC442

GREENLANE HOMES LTD.

—DocuSigned by: Uan Ni

-DocuSigned by:

Per:

Authorized Signatory

EXHIBIT A-1 PRELIMINARY SUBDIVISION PLAN – PHASE 1A

LEGAL DESCRIPTION

TOWN OF GIBSONS, SUNSHINE COAST REGIONAL DISTRICT INTEGRATED SURVEY AREA 52 GOSPEL ROCK PID :010-827-200 ELEVATIONS ARE ORTHOMETRIC AND ARE DERIVED FROM GPS OBSERVATIONS CONVERTED TO CGVD28 ELEVATIONS USING THE HT2.0 GEOGRID MODEL

<u>BENCHMARK</u>

ELEVATIONS ARE TO TOWN OF GIBSONS GEODETIC DATUM AND ARE DERIVED FROM CONTROL MONUMENT T94H111209 PUBLISHED ELEVATION =22.492 METRES ISA NO 52, NAD 83 (C.S.R.S.) 2005.

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 10 (123° W). THE UTM COORDINATES AND ESTIMATED NETWORK ACCURACY (0.038 METRES) ARE DERIVED FROM 2.5 HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS PROCESSED USING PRECISE POINT POSITIONING SERVICE OF NATURAL RESOURCES CANADA. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE MEAN COMBINED FACTOR OF 0.99956724.

BEARINGS TO BEARING TREES ARE MAGNETIC.

SUBDIVISION PLANS TO BE REVIEWED IN CONJUNCTION WITH BENNETT LAND SURVEYING LTD. LEGAL PLANS

<u>LEGEND – ZONING</u>										
RS-2 - SINGLE & TWO FAMILY RESIDENTIAL										
RS-3 - SINGLE & TWO FAMILY RESIDENTIAL										
RS-5 - SINGLE & TWO FAMILY RESIDENTIAL										
MULTI FAMILY - TOWNHOUSES										
MULTI FAMILY - MIXED USE COMMERCIAL/RESIDENTIAL										
MULTI FAMILY - TOURIST COMMERICAL										
PARK DEDICATION										
CONSERVATION AREA										
PUBLIC RIGHT-OF-WAY										

<u>LEGEND – SUBDIVISION PLAN</u>

	SYME	BOLS
DESCRIPTION	PROPOSED	EXISTING
PROPERTY LINE/RIGHT OF WAY (ROW)		· ·
STATUTORY RIGHT OF WAY (SRW)		

									client
									GREENLANE H
									project
									GOSPEL ROC
	1	JUN.19.24	GENERAL REVISION	MJF					GIBSONS, BRITIS
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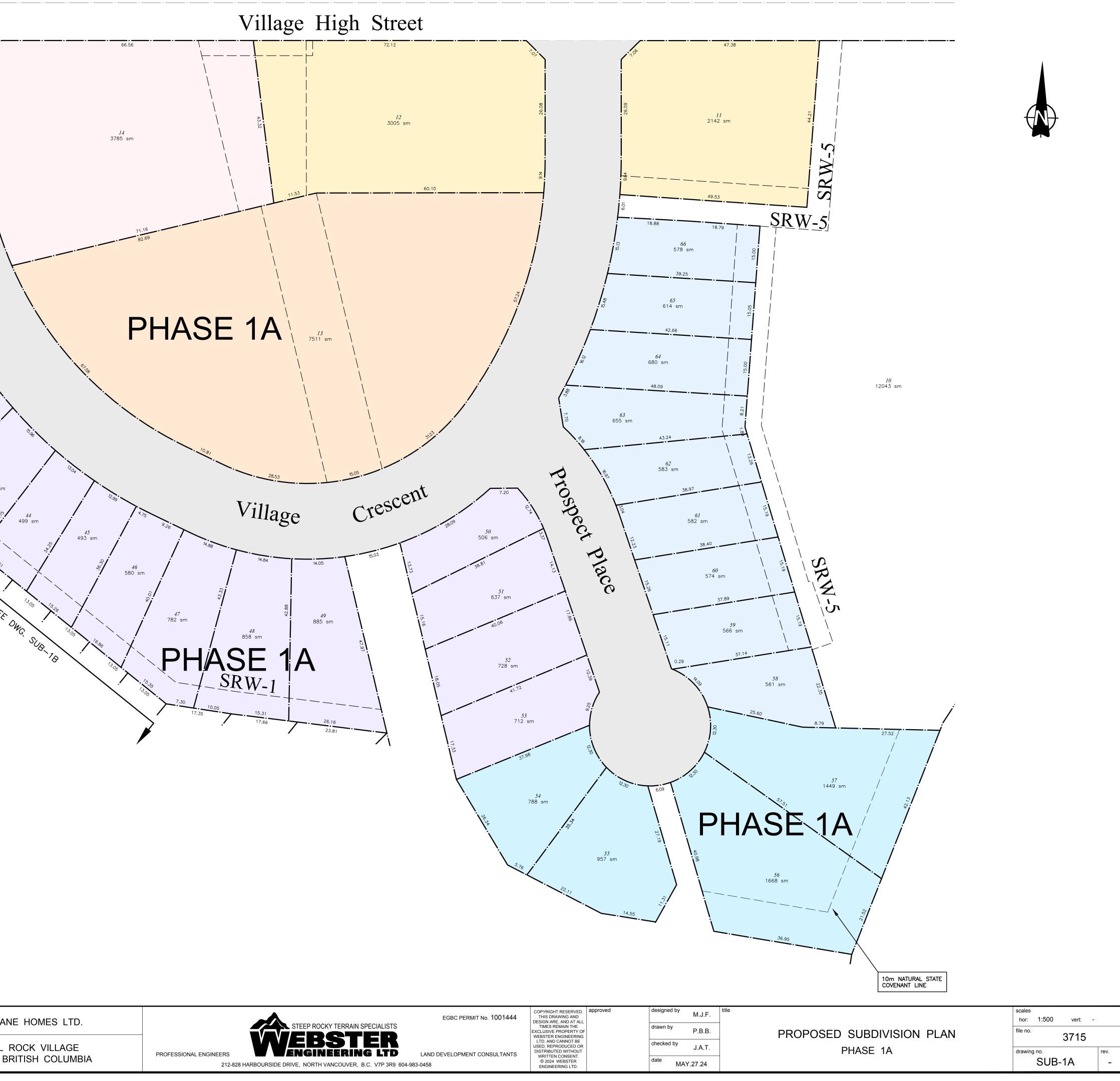




EXHIBIT A-2 PRELIMINARY SUBDIVISION PLAN – PHASE 1B

LEGAL DESCRIPTION

TOWN OF GIBSONS, SUNSHINE COAST REGIONAL DISTRICT INTEGRATED SURVEY AREA 52 GOSPEL ROCK PID :010-827-200 ELEVATIONS ARE ORTHOMETRIC AND ARE DERIVED FROM GPS OBSERVATIONS CONVERTED TO CGVD28 ELEVATIONS USING THE HT2.0 GEOGRID MODEL

<u>BENCHMARK</u>

ELEVATIONS ARE TO TOWN OF GIBSONS GEODETIC DATUM AND ARE DERIVED FROM CONTROL MONUMENT T94H111209 PUBLISHED ELEVATION =22.492 METRES ISA NO 52, NAD 83 (C.S.R.S.) 2005.

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 10 (123° W). THE UTM COORDINATES AND ESTIMATED NETWORK ACCURACY (0.038 METRES) ARE DERIVED FROM 2.5 HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS PROCESSED USING PRECISE POINT POSITIONING SERVICE OF NATURAL RESOURCES CANADA. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE MEAN COMBINED FACTOR OF 0.99956724.

SUBDIVISION PLANS TO BE REVIEWED IN CONJUNCTION WITH BENNETT LAND SURVEYING LTD. LEGAL PLANS

BEARINGS TO BEARING TREES ARE MAGNETIC.

<u>LEGEND – ZONING</u>
RS-2 - SINGLE & TWO FAMILY RESIDENTIAL
RS-3 - SINGLE & TWO FAMILY RESIDENTIAL
RS-5 - SINGLE & TWO FAMILY RESIDENTIAL
MULTI FAMILY - TOWNHOUSES
MULTI FAMILY – MIXED USE COMMERCIAL/RESIDENTIAL
MULTI FAMILY - TOURIST COMMERICAL
PARK DEDICATION
CONSERVATION AREA
PUBLIC RIGHT-OF-WAY

<u>LEGEND – SUBDIVISION PLAN</u>

	SYME	BOLS
DESCRIPTION	PROPOSED	EXISTING
PROPERTY LINE/RIGHT OF WAY (ROW)		· · · · · · · · · · · · · · · · · · ·
STATUTORY RIGHT OF WAY (SRW)		

								GREENLANE H
								project
								GOSPEL ROC
1	JUN.19.24	GENERAL REVISION	MJF					GIBSONS, BRITIS
no.	date	revision	chk'd	no.	date	revision	chk'd	,

FUTURE DEDICATION

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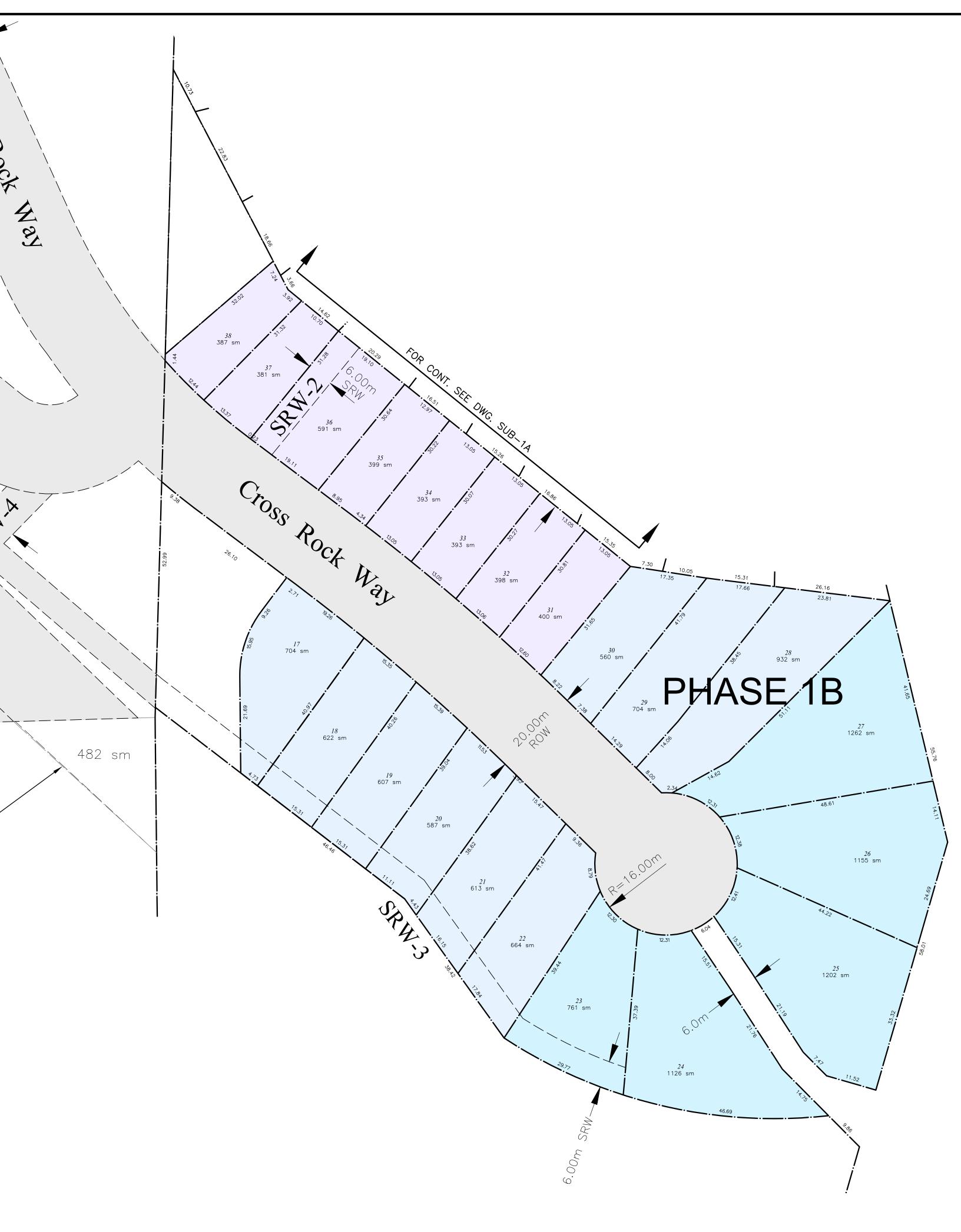
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HOMES LTD.

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VENGINEERING LTD PROFESSIONAL ENGINEERS 212-828 HARBOURSIDE DRIVE, NORTH VANCOUVER, B.C. V7P 3R9 604-983-0458

STEEP ROCKY TERRAIN SPECIALISTS

EBSTER

LAND DEVELOPMENT CONSULTANTS

EGBC PERMIT No. 1001444

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checked b	^y J.A.T.	
date	MAY.27.24	

PROPOSED SUBDIVISION	PLAN
PHASE 1B	

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EXHIBIT A-3 PRELIMINARY SUBDIVISION PLAN – PHASE 1C

LEGAL DESCRIPTION

TOWN OF GIBSONS, SUNSHINE COAST REGIONAL DISTRICT INTEGRATED SURVEY AREA 52 GOSPEL ROCK PID :010-827-200 ELEVATIONS ARE ORTHOMETRIC AND ARE DERIVED FROM GPS OBSERVATIONS CONVERTED TO CGVD28 ELEVATIONS USING THE HT2.0 GEOGRID MODEL

<u>BENCHMARK</u>

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THE UTM COORDINATES AND ESTIMATED NETWORK ACCURACY (0.038 METRES) ARE DERIVED FROM 2.5 HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS PROCESSED USING PRECISE POINT POSITIONING SERVICE OF NATURAL RESOURCES CANADA.
TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE MEAN COMBINED FACTOR OF 0.99956724.
BEARINGS TO BEARING TREES ARE MAGNETIC.

SUBDIVISION PLANS TO BE REVIEWED IN CONJUNCTION WITH BENNETT LAND SURVEYING LTD. LEGAL PLANS

<u>LEGEND – ZONING</u>										
RS-2 - SINGLE & TWO FAMILY RESIDENTIAL										
RS-3 - SINGLE & TWO FAMILY RESIDENTIAL										
RS-5 - SINGLE & TWO FAMILY RESIDENTIAL										
MULTI FAMILY - TOWNHOUSES										
MULTI FAMILY - MIXED USE COMMERCIAL/RESIDENTIAL										
MULTI FAMILY - TOURIST COMMERICAL										
PARK DEDICATION										
CONSERVATION AREA										
PUBLIC RIGHT-OF-WAY										

<u>LEGEND – SUBDIVISION PLAN</u>

	SYME	BOLS
DESCRIPTION	PROPOSED	EXISTING
PROPERTY LINE/RIGHT OF WAY (ROW)		· · ·
STATUTORY RIGHT OF WAY (SRW)		

								client
_								GREENLANE H
								project
								GOSPEL ROC
1	JUN.19.24	GENERAL REVISION	MJF					GIBSONS, BRITI
no	date	revision	chk'd	no.	date	revision	chk'd	, , , , , , , , , , , , , , , , , , , ,

HOMES LTD.

OCK VILLAGE ITISH COLUMBIA

PROFESSIONAL ENGINEERS



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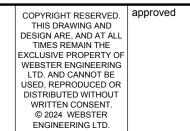
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EXHIBIT B TOUCHSTONE AT GOSPEL ROCK MASTER CONCEPT PLAN

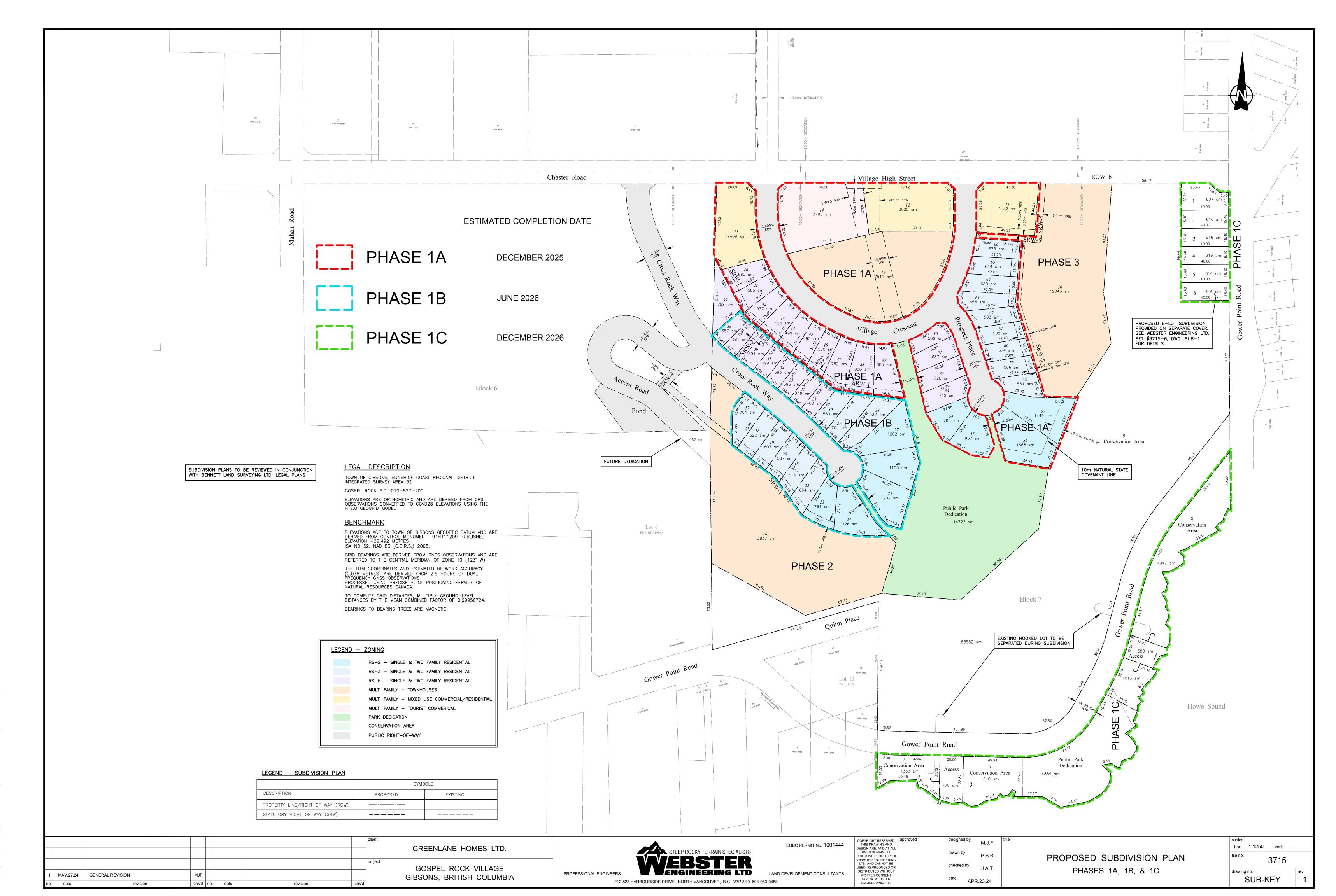


EXHIBIT C ZONING AMENDMENT BYLAW

TOWN OF GIBSONS BYLAW NO. 1065-43, 2018

A bylaw to amend Town of Gibsons Zoning Bylaw No. 1065, 2007.

WHEREAS the Council of the Town of Gibsons has adopted Zoning Bylaw No. 1065, 2007;

AND WHEREAS the Council of the Town of Gibsons deems it desirable to amend *Zoning Bylaw No. 1065, 2007*;

NOW THEREFORE the Council of the Town of Gibsons, in open meeting assembled, enacts as follows:

- 1. This bylaw may be cited as the Gospel Rock Village Amendment Bylaw No. 1065-43, 2018.
- 2. Town of Gibsons Zoning Bylaw No. 1065, 2007 is hereby amended as follows:
 - a. Altering the zoning designation of Block 7 District Lot 842 Plan 6755 from Single-Family Residential Zone 4 (R-4) to Comprehensive Development Area Zone 4 (CDA-4) on Schedule A to Bylaw No. 1065 as shown in Schedule "A", attached to and forming part of this bylaw, as follows:
 - i. Lands within the area outlined in bold and marked "1A", "1B", "1C", and "1D" as Comprehensive Development Area Zone 4 Subarea 1;
 - ii. Lands within the area outlined in bold and marked "2" as Comprehensive Development Area Zone 4 Subarea 2; and,
 - iii. Lands within the area outlined in bold and marked "3" as Comprehensive Development Area Zone 4 Subarea 3;
 - iv. Lands within the area outlined in bold and marked "4" as Comprehensive Development Area Zone 4 Subarea 4;
 - v. Lands within the area outlined in bold and marked "5" as Comprehensive Development Area Zone 4 Subarea 5;
 - vi. Lands within the area outlined in bold and marked "6" as Comprehensive Development Area Zone 4 Subarea 6; and
 - vii. Lands within the area outlined in bold and marked "7" as Comprehensive Development Area Zone 4 Subarea 7;
 - viii. Lands within the area outlined in bold and marked "PRO" as Parks, Recreation, and Open Space Zone;

b. Inserting Comprehensive Development Area Zone 4 (CDA-4) regulations in appropriate numerical order under Part 14 as follows:

"COMPREHENSIVE DEVELOPMENT AREA ZONE 4 (CDA-4)

Application and Intent

The regulations of this zone apply to the use of land, buildings, and structures within the Comprehensive Development Area Zone 4 (CDA-4). The intent of the CDA-4 zone is to allow a mix of residential and tourist accommodation uses and a small commercial use area to support a compact, pedestrian-oriented community. Subareas are shown on Schedule H.

Subarea 1, includes 1A, 1B, 1C and 1D, and is recognized as the "village centre" with a permitted mix of apartment, commercial and tourist accommodation uses with underground parking. Densities, heights and building massing are more intensive as compared to other subareas within the CDA-4 zone. Building forms are regulated by floor area, setbacks, height and stepped height.

Subarea 2 is recognized as part of the "village centre" with townhouses and underground parking, primarily modeled after the RM-2 zone. Building forms are regulated by setbacks, height, and floor area.

Subareas 3, 4, 5, 6, and 7 are recognized as residential development outside of the "village centre", primarily modeled after the R-2, R-3, R-5, and RM-2 zones, with setback and lot width adjustments to accommodate cul-de-sac frontages and the site's terrain.

Residential Density

- (1) The maximum number of residential dwelling units, inclusive of apartment units, townhouse units, single family dwellings, and two-family dwellings shall be 360:
 - (a) The maximum number of apartment units shall be 150;
 - (b) The maximum number of townhouse units shall be 150;

Calculations

- (1) For the purpose of calculating lot coverage, underground parking structures are deemed to be impermeable surfaces in this zone and therefore constitute lot coverage, unless they are covered with at least 450 mm of topsoil.
- (2) Notwithstanding Part 2, for the purposes of calculating building heights in this zone, the finished grade located adjacent to building entry(s) along the Village Green and Village Crescent and, where underground parking is provided for the building, the top of the parking structure is deemed to be the average grade, and building height is the vertical

distance from average grade to the midpoint of the highest roof plane of the building.

Subarea 1

The regulations of this zone apply to the use of land, buildings, and structures within Subarea 1 of the Comprehensive Development Area Zone 4 (CDA-4), which include subareas 1A, 1B, 1C and 1D.

- (1) Permitted Principal Uses are:
 - (a) For Subareas 1A, 1C, and 1D:
 - i. apartment use
 - (b) For Subarea 1B:
 - i. tourist accommodation
 - ii. tasting lounge
- (2) Permitted Accessory Uses are:
 - (a) For Subareas 1A and 1B:
 - i. service commercial use on the ground floor
 - ii. retail use on the ground floor
 - iii. off-street parking and loading
 - (b) For Subareas 1B:
 - i. restaurant use associated with the principal tourist accommodation use
 - ii. premises for the sale and consumption of alcoholic beverages attached to a principal tourist commercial use
 - iii. a microbrewery, in conjunction with a tasting lounge
 - (c) For Subarea 1C, attached to an apartment use on the ground floor and fronting the Village Green:
 - i. office use
 - ii. retail use
 - iii. service commercial use
 - iv. studio of artists and artisans

- (3) Maximum gross floor area for service commercial and retail uses, except for a restaurant use associated with a principal tourist accommodation use in Subarea 1B, shall be 464 m² (5000 ft²).
- (4) Minimum lot area shall be 2,000 m² (0.49 acres);
- (5) Minimum lot width shall be 25.0 m (82.0 ft);
- (6) Minimum lot depth shall be 30.0 m (98.4 ft);
- (7) Setbacks from all property lines shall be not less than 3.0 m (9.8 ft);
- (8) Maximum lot coverage is 95%;
- (9) Maximum height of buildings shall:
 - (a) be the lesser of 4 storeys and 15.0 m (49 ft), except that a principal building in Subarea 1B may have a fifth storey not exceeding 55% of the floor area of the storey beneath;
 - (b) step at a 1:2 (V:H) ratio beginning at the lesser of 4 storeys and 15.0 m (49 ft), as measured from finished grade at the setback line and as shown in Figure 1;

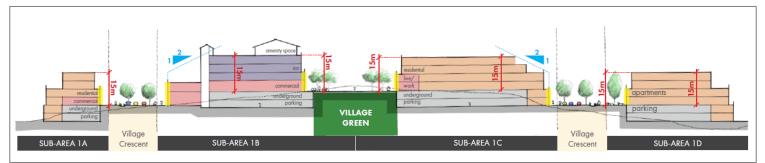


Figure 1: Subarea 1 Height diagram – Apartment / Tourist Commercial Section

(10) Off-street parking and loading spaces must be provided and maintained as required by Part 6 and shared parking may be applied to Subareas 1 and 2.

Subarea 2 – Custom Multi-Family Residential Zone 2 (RM-2)

In Subarea 2 the regulations for the Multi-Family Residential Zone 2 (RM-2) shall apply, except that:

- (1) Permitted principal uses shall be limited to townhouses;
- (2) The minimum front lot line setback is 3.0 m (9.8 ft);
- (3) The maximum height of buildings is the lesser of three storeys and 11.5 m (38 ft);

(4) Building floor area of the third storey must not exceed 70% of the second storey building floor area;

Subarea 3 – Custom Single Family and Two Family Residential Zone 5 (R-5)

In Subarea 3, the regulations for the Single Family and Two Family Residential Zone 5 (R-5) shall apply, except that the minimum front lot line setback is 3.0 m (9.8 ft).

Subarea 4 – Single Family and Two Family Residential Zone 5 (R-5)

In Subarea 4, the regulations for the Single Family and Two Family Residential Zone 5 (R-5) shall apply.

Subarea 5 – Custom Single and Two Family Residential Zone 3 (R-3)

In Subarea 5, the regulations for the Single and Two Family Residential Zone 3 (R-3) shall apply, except that:

- (1) Secondary suites are not permitted; and
- (2) The minimum front lot line setback is 3.0 m (9.8 ft).

Subarea 6 – Custom Single Family Residential Zone 2 (R-2)

In Subarea 6, the regulations for the Single Family Residential Zone 2 (R-2) shall apply, except that:

- (1) Secondary suites are not permitted;
- (2) The minimum front lot line setback is 3.0 m (9.8 ft); and
- (3) The minimum lot width is 14.5 m (48 ft).

Subarea 7 – Custom Multi-Family Residential Zone 2 (RM-2)

In Subarea 7, the regulations for the Multi-Family Residential Zone 2 (RM-2) shall apply, except that the minimum front lot line setback is 3.0 m."

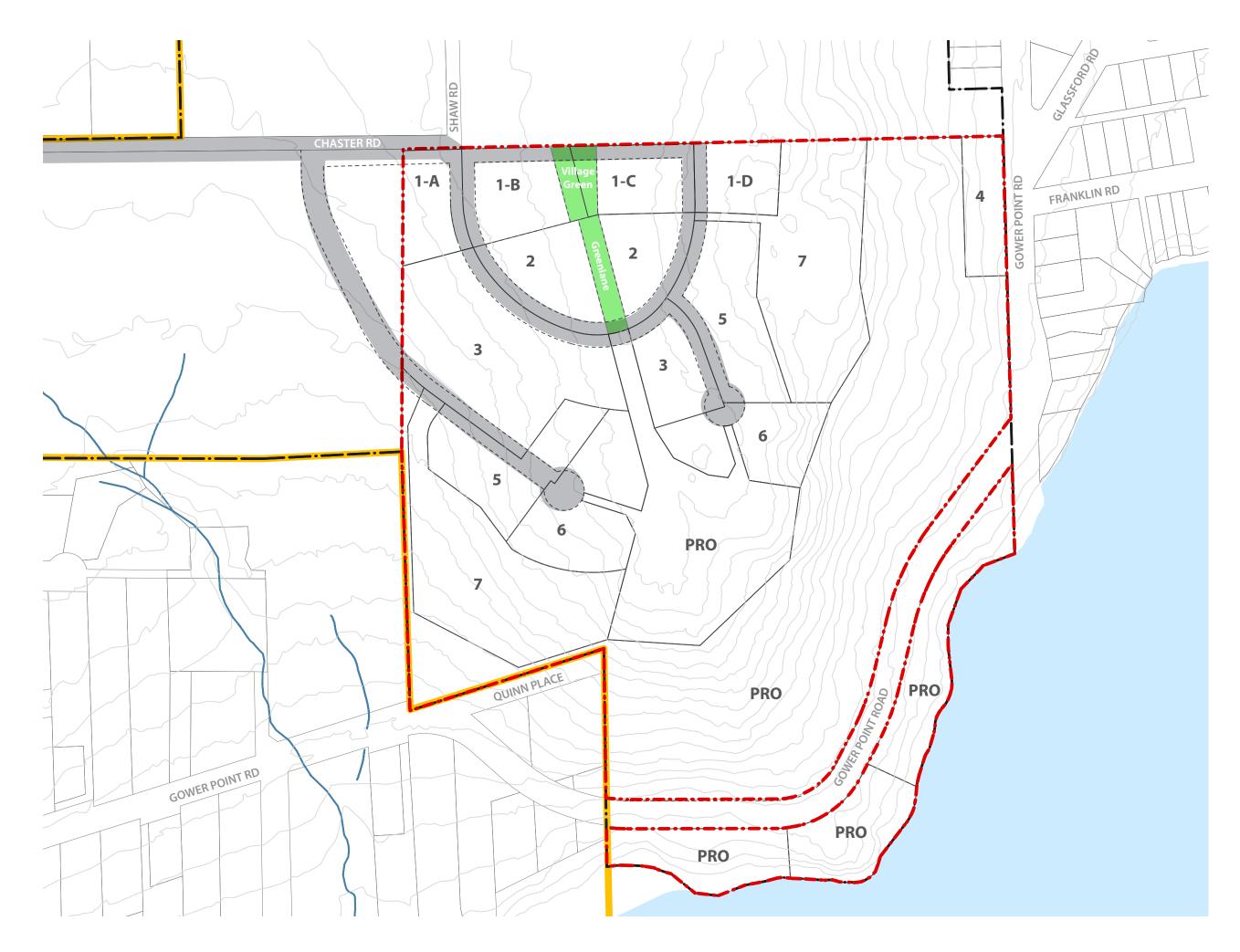
- c. Inserting the CDA-4 map titled Comprehensive Development Area Zone 4 Gospel Rock Village, as shown in Schedule "A", as Schedule H and amending Section 1501 accordingly.
- d. Amending the definition of "lot area" under Section 201 by deleting (i) and replacing it with the following text:
 - (i) except in the CDA-4 zone, sloping portions of the lot having a slope of more than 50%, over a horizontal distance of 6.0 m (19.7 ft) or more;
- e. Deleting Section 418 (a) and replacing it with the following text:

- (a) where attached to or located within 1.5 m (4.9 ft) of a *principal building*, within the setbacks for such *principal building* and in the CDA-4 zone, not less than 6 m (19.7 ft) from a <u>front lot line</u>; and,
- f. Making such consequential alterations and annotations as are required to give effect to this amendment bylaw, including renumbering of the Zoning Bylaw.

READ a first time the	3	day of APRIL ,	2018
READ a second time the	17	day of APRIL ,	2018
PUBLIC HEARING held the	####	day of MONTH ,	YEAR
READ a third time the	####	day of MONTH ,	YEAR
ADOPTED the	####	day of MONTH ,	YEAR

Wayne Rowe, Mayor

Selina Williams, Corporate Officer



COMPREHENSIVE DEVELOPMENT AREA Zone 4 - Gospel Rock Village

SCHEDULE "A"

March 2018

LEGEND Town of Gibsons Boundary Gospel Rock Neighbourhood Plan Boundary Subject Parcel Boundary 5m contours CDA-4 SUBAREA ZONES **1-B** CDA-4 - Tourist Commercial zone CDA-4 - Mixed-Use 1-A Commercial/Residential Zone CDA-4 - Mixed-Use 1-C Commercial/Residential Zone CDA-4 - Mixed-Use 1-D Commercial/Residential Zone CDA-4 - Townhouses - custom RM-2 Zone 2 7 CDA-4 - Townhouses - custom RM-2 Zone CDA-4 Single and Two Family 3 Residential - custom R-5 Zone CDA-4 Single and Two Family 4 Residential - custom R-5 Zone CDA-4 Single and Two Family 5 Residential - custom R-3 Zone CDA-4 Single and Two Family 6 Residential - custom R-2 Zone CDA-4 Strata Parks and Recreation Zone

PRO

CDA-4 Parks, Recreation and Open Space Zone

For illustrative purposes only. Future development shall substantially comply subject to site survey and detailed design

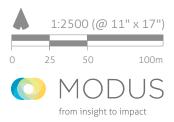


EXHIBIT D PROPOSED ZONING BYLAW AMENDMENT

TOWN OF GIBSONS

BYLAW NO. 1065-79, 2024

A Bylaw to amend Town of Gibsons Zoning Bylaw No. 1065, 2007

WHEREAS the Council for the Town of Gibsons has adopted *Town of Gibsons Zoning Bylaw No. 1065, 2007;*

AND WHEREAS the Council deems it desirable to amend the Zoning Bylaw to allow secondary suites in accordance with Bill 44;

NOW THEREFORE the Council, in open meeting assembled, enacts as follows:

- 1) This Bylaw may be cited as the Zoning Amendment Bylaw No. 1065-79, 2024.
- 2) The Town of Gibsons Zoning Bylaw No. 1065, 2007 is amended by:
 - a) removing section 14.26(1) and 14.27(1) which states that secondary suites are not permitted.

NOTICE of First Reading mailed the	####	day of ,	YEAR
READ a first time the	####	day of ,	YEAR
READ a second time the	####	day of ,	YEAR
READ a third time the	####	day of ,	YEAR
APPROVED pursuant to Section 52(3)(a) of the <i>Transportation Act</i> the	####	day of ,	YEAR
ADOPTED the	####	day of ,	YEAR

Silas White, Mayor

Rebecca Anderson, Corporate Officer

EXHIBIT E STATUTORY BUILDING SCHEME SCHEDULE OF RESTRICTIONS AND DESIGN GUIDELINES

TOUCHSTONE AT GOSPEL ROCK – SINGLE FAMILY HOMESITES

SCHEDULE OF RESTRICTIONS

- 1. **Restrictions**. No owner (each an "**Owner**") shall commence or undertake any works, structures or improvements (collectively, "**Improvements**") of any sort on any subdivided lot (each a "**Lot**" and collectively, the "**Lots**") created upon the registration of one or more subdivision plans in respect of the lands legally described as Parcel Identifier: 010-827-200, Block 7 District Lot 842 Plan 6755 except Plan EPP111764, including without limitation the following:
 - (a) excavation or removal of any fill, trees or ground cover;
 - (b) work which requires a development approval or a building permit;
 - (c) construction of any buildings, structures or improvements or modifications to existing buildings, structures or improvements; or
 - (d) landscaping or landscape treatment on a lot,

until plans and specifications for such Improvements (the "**Plans and Specifications**") have been submitted to and approved in writing by the Approving Authority (as defined hereafter).

- 2. Approving Authority. The Approving Authority shall initially be Greenlane Homes Ltd. or its successors or assigns from time to time (the "Original Approving Authority"). The Original Approving Authority may resign from its position as the Approving Authority by providing not less than three months' notice in writing to the registered owners of the Lots, provided that prior to the effective date of such resignation, the Approving Authority has appointed such replacement Approving Authority (the Original Approving Authority and any replacement the Approving Authority are hereafter collectively, the "Approving Authority") to exercise the rights and powers reserved to the Approving Authority in this Building Scheme. At any time, the Approving Authority may delegate all of its rights and powers hereunder to an architect or engineer in good standing with their respective provincial governing bodies (the "**Designate**"). The Designate may act as the Approving Authority if so appointed by the previous Approving Authority. Although the Original Approving Authority will review the Plans and Specifications of any Owner at no charge, upon the Original Approving Authority's appointment of its successor, the Owner will be responsible to pay the fees of the Designate, together with any reasonable administration fee to be charged by the Approving Authority.
- 3. **Approval by Approving Authority**. Any Plans and Specifications submitted to the Approving Authority for approval shall be in a form and content satisfactory to the Approving Authority. The Approving Authority shall have sole and discretionary power to approve or reject any submitted Plans and Specifications, provided that the Approving Authority shall not act arbitrarily in doing so. No Plans and Specifications of any Improvement will be approved unless such Plans and Specifications are prepared in accordance with the Design Guidelines (the "Design Guidelines") attached hereto as Appendix A. To the extent that the Approving Authority has any comments or objections to the Plans and Specifications, the Owner shall revise the Plans and Specifications to address same.

- 4. **No Material Changes**. All Improvements will be constructed, installed or undertaken in accordance with the Plans and Specifications approved by the Approving Authority, and no material changes to the approved Plans and Specifications shall be made without prior written approval by the Approving Authority.
- 5. **Alterations**. No material alteration to or modification, maintenance or repair of any existing Improvements shall be carried out unless Plans and Specifications are submitted to and approved by the Approving Authority as if such alteration, modification, maintenance or repair was a new Improvement.
- 6. **Vehicles**. Except for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, RVs, motor homes, trucks, boats, motorcycles, and/or commercial vehicles over 1 ton shall be parked, placed or situated on any Lot except inside an enclosed attached garage on the Lot or other suitable enclosed space.
- 7. **Construction Trailers**. No construction trailers, field offices, building material, crates, packing cases, contractor's sheds, equipment or other similar unsightly object or material shall be placed on any Lot shall be placed on any Lot other than during such time as construction work approved by the Approving Authority is actually in progress.
- 8. **Insurance**. Upon commencement of construction of any Improvements on a Lot (subject to complying with the requirements set out herein), an owner of a Lot shall not discontinue the construction of such Improvements until the same are completed in all respects in accordance with the approved Plans and Specifications and shall take out and maintain comprehensive general liability insurance and builder's all-risk course of construction insurance until such time the construction of the Improvements is completed.
- 9. **Completion of Construction**. Unless otherwise approved in writing by the Approving Authority, no owner of a Lot shall fail to substantially complete the construction of the Improvements, including exterior landscaping, in accordance with the approved Plans and Specifications, within 18 months after such owner obtains a building permit from the Town of Gibsons (the "**Town**").
- 10. **Signage**. No business signs, billboards, placards or advertising of any kind is permitted except For Sale or For Rent signs of the owner or owner's realtor, during the period when a home is offered for sale or for rent, and signage for consultants, contractors and lenders during construction of Improvements on a Lot.
- 11. **Maintenance**. No owner shall cause or permit his or her Lot or any Improvements on his or her Lot to deteriorate or become unsightly or incompatible with the general character of the neighbourhood in which the Lot is situated, whether as a result of lack of regular and reasonable upkeep, maintenance and repair, or for any other reason whatsoever.

- 12. **Remedy**. If the owner of a Lot fails to comply with any of his or her obligations of this Building Scheme, including these restrictions and the Design Guidelines, the Approving Authority may, at its sole discretion and without prejudice to any other remedy, rectify the default of the owner at the owner's sole cost and expense. Without limiting the generality of the foregoing, the Approving Authority may:
 - (a) enter onto the Lot and do or cause to be done through its employees, contractors or assigns, all such things as may be required to fulfill the obligations of the Owner;
 - (b) make any required payments for and on behalf of the Owner.

(these or any like actions, the "Expenditures").

Furthermore, the Approving Authority may require, as a condition of approval of an owner's submitted Plans and Specifications, that the Owner agree to repay any Expenditures made or directed by the Approving Authority as a result of that owner's failure to comply with this Building Scheme, including these restrictions and the Design Guidelines.

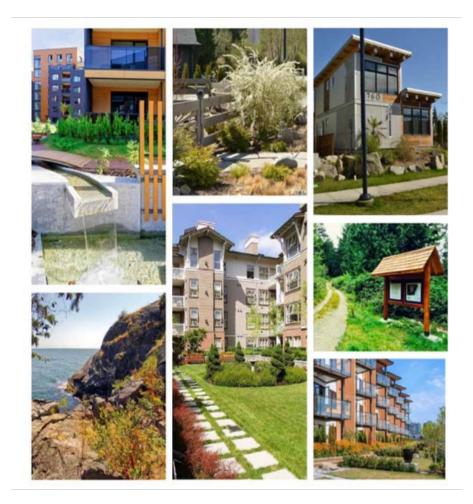
- 13. **Dwelling House**. Not more than one dwelling house, except for one secondary suite authorized by the Approving Authority, shall be erected on any one parcel or Lot.
- 14. **Subdivision**. No Lot shall be subdivided into two or more parcels, provided that if at any time a Lot or Lots are in the ownership of Greenlane Homes Ltd., Greenlane Homes Ltd. shall have the power to subdivide or otherwise alter or amend the boundaries of any Lot or Lots.
- 15. **Exemption**. The Original Approving Authority reserves the right to exempt any Lot remaining undisposed of at the time the exemption takes effect from all or any of the restrictions or benefits of this Building Scheme.
- 16. **Compliance with Laws**. The provisions herein are in additional to, and not in substitution for, any other application laws, bylaws, rules, regulations or orders of the Town or any applicable authority and any other contractual requirements or requirements under any encumbrance registered against title to the Lots. The restrictions herein contained shall not be deemed to be exclusive either of the requirements by the bylaws of the Town or of the obligations and liabilities imposed by statute, regulation and common law on Owners or occupiers of land, all of which shall be duly observed and complied.
- 17. **Severability**. If any provision of this Building Scheme is found by a court of competent jurisdiction to be void or unenforceable, such provision will be severed from this Building Scheme and the remaining provisions will remain in full force and effect.
- 18. **Expiry**. This Building Scheme will expire and be of no further force or effect on the date which is 75 years after the date of the registration hereof in the Land Title Office.
- 19. **Compliance Deposit**. For as long as the Original Approving Authority is the Approving Authority and until the Original Approving Authority's appointment of its successor, a \$5,000 compliance deposit (the "**Compliance Deposit**") is to be paid to the Original

Approving Authority or its solicitors in trust on completion of the purchase of the Lot by the Owner, to ensure the Design Guidelines are adhered to. The Original Approving Authority or its solicitors will hold the Compliance Deposit to ensure the Owner complies with the Design Guidelines. This Compliance Deposit will be returned to the Owner, without interest, after a final occupancy permit is issued by the Town and the Original Approving Authority is satisfied that the dwelling built by the Owner on the Lot conforms to these Design Guidelines and landscaping has been completed. If the Owner does not comply with the Statutory Building Scheme and the Design Guidelines, the Compliance Deposit will be automatically forfeited to the Original Approving Authority, without prejudice to any other rights or remedies against the Owner.

- 20. **Damage Deposit**. For as long as the Original Approving Authority is the Approving Authority and until the Original Approving Authority's appointment of its successor, a damage deposit of \$5,000 (the "**Damage Deposit**") is to be paid to the Original Approving Authority or its solicitors in trust on completion of the purchase of the Lot by the Owner. The Damage Deposit represents security against any damage caused by the Owner or its contractors or agents to existing infrastructure and servicing, including sewers, utility lines, curbs, roads, street signs, fencing and the like installed by the Original Approving Authority or other persons, during construction and/or any work done by the Owner on his or her Lot. Following inspection of the completed Improvements, and confirmation that no damage has been caused by the Owner, the Damage Deposit will be returned to the Owner, without interest. If damage has been caused by the Original Approving Authority, without prejudice to any other rights or remedies against the Owner.
- 21. **Release**. Nothing in this Building Scheme nor the granting of any approval shall be construed as imposing any liability on the Approving Authority or the Designate for damages resulting from defects or deficiencies in any Improvements erected on any Lot.

APPENDIX A

DESIGN GUIDELINES



Touchstone at Gospel Rock Homesite Construction Design Guidelines – DRAFT 3.1

{253030-506942-02790175;3}

Touchstone Homesite Construction Design Guidelines

1. Purpose and Objectives

The primary purpose of the Touchstone Homesite Construction Design Guidelines is to ensure a sense of design continuity for the Touchstone community. Our goal is to encourage design creativity within a consistent framework, thus providing a thoughtfully considered, coherent and aesthetically appealing neighbourhood development, while enhancing and protecting land values over time.

2. Design Guideline Objectives

The following objectives for the development of Homesites have been established as a part of the overall Design Vision for Touchstone:

- Protect and enhance landscape character and natural features, including landmark views;
- Create building sites that are natural extensions of the existing landforms, while minimizing cut and fill;
- Minimize development impact through on-site water management and take maximum advantage of sun exposure;
- Use plants, landscape structures and architectural details that respect the local context; and
- Design according to position within the Master Plan and pay particular attention to the transitional areas of developed land and the protected forest.

3. Approving Authority

Greenlane Homes Ltd. will act as the original approving authority, whose purpose is two-fold: to ensure the ongoing relevance and applicability of the Guidelines through update and amendment of the Design Vision for Touchstone; and, to support the approval process of all proposed development in keeping with the intent of the Design Vision. All Touchstone Homesite designs will be required to be reviewed by the Approving Authority prior to submission to the Town of Gibsons (the "**Town**") for a Building Permit.

4. Town of Gibsons Zoning

The development of Homesites must comply with the Town's R-2, R-3 and R-5 Zoning, as per Zoning Bylaw 1065, 2007, as amended from time to time. Items of

importance include Permitted Uses, Setbacks, Lot Coverage, Building Height, Parking and View Protection, which are also addressed in these Design Guidelines.

Laneway houses are not allowed in this neighbourhood.

5. Development Area

The Development Area is the portion of a building site (the "**Site**") on which an owner (the "**Owner**") can build. Beyond the Development Area is the Conservation Area, where intervention - either built or landscaped – may not be made.

6. Wildland Fire Interface Protection

Recommended standards for wildfire mitigation within the wildland interface:

- Use Class A-rated siding and roofing system;
- In-ground irrigation for yard landscaping;
- No large trees within 10 metres of houses; and
- Landscaping consists of fire-resistant species.

7. Site Grading & Drainage

Drainage control shall minimize surface runoff and potential erosion and will aid in containing building envelope seed spread beyond the Development Area.

The following surface water management principles have been identified for building sites:

- Capture water as close to where it falls as is practical;
- Avoid creating concentrated runoff and subsequent erosion and sediment transportation;
- Control peak stormwater discharge rates from the building site to predevelopment levels; and
- Avoid directing stormwater runoff towards the building envelope.
- 7.1 Preserve Natural Drainage

Natural drainage patterns shall be preserved, where feasible, and mitigation of impervious coverage shall be incorporated into site development as a means to protect existing hydrological function.

7.2 Drainage Restrictions: Steep Slopes & Adjacent Properties

Building sites along steep slopes shall take special precautions to manage surface runoff and prevent erosion and will generally direct site drainage away from bluff edges towards less erosion-sensitive areas. Additionally, building sites shall not divert stormwater to adjacent properties.

7.3 Minimize Grading

As a means to preserve the natural character of Touchstone, site grading shall respect the complexity of the natural landscape. Grading, cutting and/or filling of building sites or alteration of grades in excess of three (3) metres shall require approval by the Approving Authority prior to excavation.

7.4 Retaining Walls

Generally, site grading is to follow the natural slope of the land; rather than re-grading a building site into a flat "pad" upon which to build, slopes should be addressed through stepping the building massing to better fit the context and landscape character. Due consideration should be given to building grades when determining Home types so that an appropriate Home is located on each building site.

The maximum building site grade of a 2:1 slope is permitted; slopes in excess of the maximum grade must be retained. Should retaining conditions exceed 1.5 m. in height, multiple stepped walls should be used, with walls to be separated by wide planters located between the top of the lower wall and the base of the upper wall. The planter depth shall be at a ratio of 0.5 of the retaining wall height. Retaining walls should not be used to delineate setback lines and/or property lines for long distances. When it is necessary to break up excessive wall lengths, the minimum wall-to-wall offset shall be 1.25 m. Walls running parallel to other walls and site improvements at a consistent height should be avoided. Seat walls may be incorporated into retaining walls whenever appropriate, set at 450 mm. (18 in.) height. Retaining wall materials should complement the building and landscape materials' palette.

7.5 Geotechnical Conditions

The Owner shall be required to retain a BC licensed Geotechnical Engineer to examine, test and certify geotechnical conditions on the building site prior to undertaking any design or construction. Where applicable, existing geotechnical information shall be incorporated into the aforementioned review.

The Geotechnical Engineer will be required to certify that the building platform is suitable for building foundations at the time of the Building Permit Application to the Town.

7.6 Driveways & Parking

As a means to minimize site clearing in areas of greater ecological sensitivity and/or aesthetic value, driveway alignments may be shared (paired). Paired driveways minimize disturbance due to road construction and reduce hydrological impacts associated with impervious surfaces.

The Owner may customize driveway patterns, subject to the approval of the Approving Authority. Where landscape pavers or similar parking surfaces are proposed, care must be taken to ensure the durability and appearance of those surfaces. It is the Owner's responsibility to comply with the Town's requirements for driveway grades and emergency vehicle access.

Where applicable, driveways should reflect trail crossings through a change in material and/or colour, subject to approval by the Approving Authority.

8. Building Siting

Building envelopes shall be designed in adherence to building site setback requirements (as outlined in the Town's Zoning Bylaw) and will serve to define the boundaries for the final building footprint. The Approving Authority reserves the right to make adjustments to setback requirements. Terraces and patios may extend beyond the maximum potential building envelope, but intervention extending beyond the Development Area must be approved by the Approving Authority.

Horizontal articulation of building façades is encouraged to provide visual interest and a more informal dialogue between buildings and the public realm of streets, open space, parks and trails. Allowances for horizontal building articulation shall not, however, supersede driveway parking restrictions or building site setbacks.

8.1 Fences & Railings

In general, wood, synthetic composite wood (in plank form), metal, glass & stone walls and railings are acceptable materials for fencing, provided they are an extension of the architectural expression of the Home. No chain link fencing will be permitted. Swimming pool fencing is to be installed as per Government regulations and is subject to approval by the Approving Authority.

9. Building Height, Size & Massing

9.1 Building Height

Building heights are limited to preserve significant view corridors and comply with the Town's Zoning Bylaw requirements. This guideline applies to the side yard and view side of the proposed Homes and is meant to discourage large, imposing building forms when viewed from below. The Approving Authority reserves the right to require

adjustments to be made to the proposed Maximum Roof Elevation and Maximum Overall Building Height, regardless of building compliance. The above provides that the building height is restricted to the maximum building height allowed under the applicable zoning. For R-2, R-3 and R-5 Zoning, the maximum building height is 8 m (26.2ft). Homes must not exceed a building height of two (2) storeys above road grade. Notwithstanding the foregoing, Homes on Lots 40 to 49, inclusive, and on Lots 56 to 60, inclusive, must not exceed a building height of one (1) storey above road grade.

9.2 Building Massing

Each Home shall be composed of at least two (2) distinct building masses. Each mass must vary in height from adjacent masses. As a result, very large or dominating individual building masses are to be avoided.

9.3 Building Size

Building size should comply with the Town's Zoning Bylaw requirements.

9.4 Roofs

Roofs are an important part of the visual environment and shall be carefully designed to minimize their visual impact on the community. Large monolithic roof forms are not permitted. Those that step down in scale from major to minor elements are required. Shed, gable, hip, and flat roofs, or a combination of these forms, are encouraged. Gable-ends, if any, shall be an attractive design element intrinsic to the design style of the Home. Gambrel or mansard roof forms are not permitted. Single pitched roofs should have a minimum slope of 1.5:12. Double pitched roofs should have slopes ranging from 4:12 to 8:12. Roof overhangs shall extend beyond the building wall line. Deep overhangs are strongly encouraged adjacent to the primary living areas in the Home. Shallow overhangs are suitable if combined with shading devices such as trellises or small shading roofs over windows and doors, and if not over primary living areas of the home. Final roof designs will be subject to approval by the Approving Authority.

9.5 Accessory Buildings

Accessory buildings, including garages and/or garden pavilions, can help create a finegrained collection of structures within Touchstone. Accessory buildings shall be visually connected to the Home by walls, roof structures, courtyards, or other major landscape elements.

9.6 Garage Siting & Doors

All garages, in either attached or detached form, must closely follow the style of the Home and incorporate similar architectural form, proportion, detailing, exterior

materials and colour. The garage roof shall have roofing material and pitches consistent with the Home.

Design considerations shall be made to minimize the visual impact of the garage and garage door(s). Careful driveway orientation can ensure that visibility of the garage is reduced. In an effort to minimize visual impact, no more than two (2) garage stalls, (i.e., one (1) double garage door or two (2) single garage doors) shall be adjacent to each other in a continuous plane. The appearance of the garage door should blend with the Home design. Garage door colours must be complementary to the Home and subject to approval by the Approving Authority.

The exposed wall area between the top of the garage doors and the underside of soffits shall be kept to a minimum and must not exceed thirty inches (30"). Detached and/or side-entry garages are preferred. In the case of attached garages, the face of the garage doors should be recessed a minimum of six inches (6") from the adjacent wall plane. Oversized garage doors, defined as garage doors taller than eight feet (8') or wider than eighteen feet (18'), including those needed for recreational type vehicles, shall be allowed at the discretion of the Approving Authority.

9.7 Exposed Building Wall Heights

Generally, walls shall not have an unbroken height of more than 6.5 m (21'-3") measured vertically from the lowest point along a wall to the top of a wall or bottom of soffit or eave. If greater than 6.5m (21'-3"), the wall shall be limited to a maximum of thirty three percent (33%) of the building façade. Door and window penetrations and applied banding or textured relief in a wall plane are not sufficient to change the measurements of an unbroken wall height.

The terrain of Touchstone is varied and unique, making absolute uniform applicability of height restrictions of a Home difficult. Consequently, the Approving Authority may not approve a proposed Home or improvement that appears undesirably prominent, excessive in height or out of character with other Homes. These considerations will be of particular importance for Homes sited along ridges or other high points.

9.8 Special Design Criteria for Individual Building Sites

Certain building sites at Touchstone may be exceptionally unique with special site challenges, high visibility, environmental constraints and other unique conditions. These factors may require special design solutions for these building sites in order to minimize the visual impact of the Home and/or better integrate the improvements into the existing site conditions.

10. Energy Efficiency

- 10.1 Sustainability Goals
 - The goal is to achieve near zero greenhouse gas emissions in new buildings. The purpose of this goal is to meet the targets of the Renewable City Strategy and adopt a near zero emission standard for new buildings as required by the Building Code.
 - To achieve a goal of near zero GHG emissions in new buildings, the following strategies are required to be incorporated into new buildings:
 - All new buildings must be designed to comply with the BC Energy Step Code to achieve Step 2, or to meet the Municipal requirements at the time of the Building Permit ("**BP**"), or an approved alternative zero emission building standard, and use only low carbon fuel sources in order to minimize energy consumption and GHG emissions.
 - Mechanical and control systems should be designed to be as simple as possible to reduce maintenance costs and the need for specialized maintenance expertise.

10.2 Passive Temperature Control

Buildings should be designed to allow flow-through natural ventilation. Additionally, appropriate shading devices should be used for blocking solar gain, particularly on the south and west façades, during the summer months while permitting sunlight into living space during the cold months, as well as providing outdoor protection against the elements.

Doors and windows shall be recessed and/or shaded to protect the openings from direct sun, and substantial trim and sill treatments are required. Windows shall not cause objectionable glare at any time, day or night. The use of shading devices, deep overhangs and deep window opening recesses shall be required along south-facing building façades. The use of fabric awnings, exterior sun shades or other shading devices that do not appear integrated into the design of a Home are not permitted. Trellis-type architectural elements for partial shade and sun screening are encouraged. Shading devices must meet the Colour Palette requirements of the Guidelines.

11. Exteriors

11.1 Building Materials

Without prescribing the use of specific building materials, the following list of exterior building materials, and their authentic detailing and application, are encouraged. All materials and colours are subject to review and approval of the Approving Authority.

According to FireSmart building guidelines, all exterior vertical walls should be clad with non-combustible materials. Ensure that fire- resistant materials extend from the foundation to the roof. Exterior wall assemblies that have exterior wood that is untreated and relies on the interior wall for fire-resistance are not acceptable. Refer to Section 6, Wildland Fire Interface Protection, Table 1, for general requirements for building materials.

- (a) **Masonry**: Masonry materials shall give the appearance of thick walls and three-dimensional masses that are well anchored to the ground. Masonry should not appear to be an applied veneer and it should not be designed as a wainscot or façade. For example, an exterior wall with masonry on one side and stucco on the other side is not acceptable. Due to the heavy characteristics of masonry, it should not be designed to "float" over windows, doors, or overhangs. If masonry is used over an opening, it should be visually designed with a strong lintel, header or beam detail that appears to structurally carry the masonry over the opening. Masonry materials should be offset from the plane of other materials a minimum of four inches (4").
- (b) **Natural Stone/Cultured Stone**: If stone is selected as an exterior surface material, sufficient information that describes the character, colour, coursing, joints, caps, etc., of the stone shall be required as part of the Plans and Specifications to be submitted to the Approving Authority for approval. The coursing pattern in which the stone is laid is critical to the design and to the authentic appearance of the materials. Stone shall not be laid in a vertical coursing pattern. Flagstone patterning suitable for horizontal surfaces may not be allowed on vertical wall surfaces. Stones used on the corners of a building should give the appearance of a minimum thickness of four inches (4") to avoid the appearance of a thin veneer.

Stone shall be earthy in colour. The colour of the mortar and the size of the mortar joints are equally critical: mortar colours in high contrast to adjacent stone shall not be used; stone joints with a dry stack appearance and/or deeply raked mortar joints are encouraged.

(c) **Stucco**: Stucco will only be permitted as an accent or feature material and shall not dominate the building façades. The finish and texture of stucco or

cement plaster should be appropriate to the architectural character of Touchstone. Siding: "Hardie Board", cement fibreboard siding, or approved similar fire-rated siding, trim and soffit material is acceptable. The siding can be horizontal only, with vertical siding permitted only at the discretion of the Approving Authority. Soffits should utilize an imitation bead- board pattern with built-in venting.

11.2 Building Base & Foundation Walls

The building base shall act as an anchoring element using materials that are local to the area, where possible. As such, exterior finish materials on all building walls and screen walls must extend to finish grade to eliminate unfinished foundation walls, with consideration to Building Code issues of required distances to wall materials and termite control measures. Materials adversely affected by moisture shall be finished to a maximum of 200mm (8") above finished grade, while other materials shall be finished to a maximum height of 100mm (4") above finished grade. Where the finished grade slopes along the side of the Home, and materials cannot be trimmed to match the slope, the finished materials may step down, but may not exceed 300mm (12") above the finished grade at any point.

Permitted materials include local stone, cultured stone, and certain types of molded (not extruded) brick. Additional materials may be considered, subject to review and approval by the Approving Authority. Stone bases should have a minimum vertical dimension of 0.5m to 1.0m (18" - 36").

11.3 Cladding Wall Materials

Cladding materials shall emphasize horizontal expression and may include horizontal siding, shake, and board and batten. Where approved, vertical siding may be used in the board and batten form. Building wall cladding should terminate above the building base.

11.4 Multiple Exterior Finishes

The design of all Homes and Improvements shall incorporate the use of at least two (2) complementing materials on the exterior wall surfaces. In general, however, two (2) materials should not occur within the same building plane unless integral to the design concept and clearly separated by a strip or an opening such as a window or door.

The secondary or accent exterior wall material should cover at least twenty percent (20%) of the exterior building surface, unless otherwise approved by the Approving Authority. These complementing materials should not result in a Home that appears to be two different structures forced together. The secondary or accent exterior wall material shall not have the appearance of being "applied" or a veneer treatment.

11.5 Roof Materials

The following list of recommended materials is not comprehensive. All materials and colours are subject to review and approval of the Approving Authority. Shake-style asphalt or fibreglass shingle roofs are permitted and must be natural in appearance, colour, and texture. Wood shingles and roof shakes are not permitted. Metal roofs are permitted, provided they are designed to mitigate reflectivity and do not cause objectionable glare. Standing seam or batten seam metal roofs (with seams or battens spaced a minimum of twelve (12) inches (30 cm) and maximum of twenty-four (24) inches (61 cm) apart with a maximum of one and one half 1-1/2 inches (4.0 cm) seam height provide shadow pattern and visual relief and are preferred. Copper roofs are allowed in a dark "penny" patina or a flat green patina. Painted metal roofs are permitted provided they have a matte finish. Metal roofs should be a minimum of 18-gauge. Roof colours shall be consistent with Architectural Guidelines.

11.6 Outdoor Stairs & Landings

All stair risers and treads shall be composed of concrete, tile, stone or wood. Courtyard and terrace floors shall be brick, pavers, stone, tile, or patterned or exposed aggregate concrete. Accent areas of gravel or other aggregate material is acceptable. Decks shall be wood (or synthetic composite wood) planking or tile with waterproof membrane, unless otherwise approved by the Approving Authority.

12. Building Colour Palette

The Colour Palette for Touchstone shall be derived from and inspired by the site vegetation and vistas, including cooler colours inspired from the ocean and sky such as pale blues and greys. Lighter greys and beiges can be used to provide accent trim and in base areas, projecting elements and entries. Each Home shall have at least two (2) complementary exterior colours. Accent trim, trellises and shading devices may introduce an additional complementary colour.

Both dark and light colours are considered appropriate. Bold colours or rich colours such as a walnut brown or slate grey will be acceptable, as long as the overall palette on an individual Home is complementary and the colours do not clash with the surrounding Homes and landscape. Bolder colours may also be used in these situations, subject to approval by the Approving Authority.

As much as possible, the colours applied to an object should relate to that object's material substance. For example, a metal railing could be painted black, silver, brown, or even a dark primer red. These are colours that relate to a metal's substance and the process of metal production.

The colour of stone cladding should relate as closely as possible to the natural stone colours found on the site. Wood trim, shading devices, trellises, screens or fences

should be stained or painted in natural hues to complement and harmonize with the Home and larger landscape.

Stucco and siding materials provide the greatest flexibility for various colour options. All exterior colours of the Home and improvements shall have a light reflective value (LRV) that is less than or equal to forty (40). All colours are subject to the approval of the Approving Authority.

13. Building Projections and Non-Structural Elements

All projections for a Home, including, but not limited to, chimney caps, vents, gutters, scuppers, downspouts, utility boxes, trellises, fencing, railings, and exterior stairways, must match the colour of the surface from which they project or be an appropriate accent colour. Any metal flues, metal plumbing or exhaust vents must have a matte finish that matches the roof or siding colour.

13.1 Fireplaces & Chimneys

Exterior chimneys shall extend down to the finished landscape grade. All fireplaces and other chimney chases must be finished in stone, or in materials similar to those used for the exterior finish of the Home. Chimneys finished in materials other than stone should incorporate trim materials that are complementary to those used on the exterior of the Home. Chimneys shall be finished with a complementary concrete or metal cap. Metal flues may not project more than 150mm (0'-6" nominal) above any chase, the minimum dimension of which is 600mm x 600mm (24" x 24" nominal)

In the case of "zero clearance" and/or "direct venting" gas fireplaces, vents shall be located away from view-sensitive façades (i.e. the front façade of a Home) and are required to meet Building Projection specifications. Outdoor fireplaces, fire pits, or similar items shall be natural gas fueled only.

13.2 Soffits, Fascias & Gutters

All soffits shall be consistent with the architectural character of the Home. Gutters and rainwater leaders are to be of a colour that complements the overall colour scheme of the Home. Hidden or concealed gutters are preferred.

Main entrances and other large soffit areas should be finished with stucco or horizontal soffit or wooden tight-joint "V" groove, or similar Hardie Board soffits. Soffits of vinyl or aluminum are not permitted. Detailing of all soffits is encouraged. Gutters, fascias and barge boards must display a layered appearance on the wall directly below the soffit.

13.3 Antennae & Satellite Dishes

There shall be no antennae and/or satellite dishes of any sort, either installed or maintained, which are visible from neighbouring homesites, roads, or other public areas, unless approved by the Approving Authority.

13.4 Decorative Elements

Decorative elements such as screens and louvres, metal brackets or struts, bandings, and joint details are encouraged. Elements such as gates, railings, handles, accents, and detail motifs must complement the overall architectural design of the Home.

13.5 Home Security Features

The use of exterior security features is permitted, unless they alter the integrity of the architectural design of the Home. Exterior bars and blinds are not permitted. The use of security doors must be inkeeping with the architectural theme of the Home. Note that all changes or additions involving installation of home security systems must be approved by the Approving Authority prior to installation.

13.6 Mechanical Systems

Air conditioning units or other mechanical hardware must be located where they are not visible from the street. Soundproofing is required on all operating mechanical equipment which may affect adjacent properties. No window-mounted air conditioning units are permitted.

13.7 Unique Exterior Features

Unique exterior features including, but not limited to, entry features, decorative gates, glass patterns, railings, stairs, roof decks, enclosures, shade structures, fountains, gazebos, exterior fireplaces and the like shall be designed as an integral part of the Home. Requests for approval of unique exterior features shall include detailed design information such as sketches, cut sheets, photographs, etc., as part of the Plans and Specifications to be submitted to the Approving Authority for approval. The following are some specific guidelines for exterior features:

(a) Exterior artwork, sculpture, fountains, or water displays shall be within the Building Envelope of the building site and conform to the colour standards of the Design Guidelines. The Approving Authority reserves the right to not approve any exterior artwork or sculpture that it deems inappropriate for reasons of subject matter, height, colour, size, reflectivity, illumination, or proposed location. Lighting of exterior artwork may not result in excessive glare to adjacent building sites or public-realm areas; and (b) Pet enclosures and similar structures shall be designed with integral design elements and materials to blend with the Home. Fencing or wire-type mesh should be framed or encased in architectural elements that tie in with the design character of the Home, subject to Approving Authority.

14. Pre-Construction

If the Owner does not plan to commence construction of the Site within three months following the purchase thereof, the Owner shall maintain landscaping on the Site and comply with any requirements of his or her insurer and the Approving Authority from time to time, in order to avoid dust and debris accumulating or originating from the Site, vandalism, squatting or habitation by any persons or animals, the Site becoming unsightly and otherwise diminishing the aesthetics or appeal of the neighbourhood development land values.

EXHIBIT F DEVELOPMENT COVENANT (COVENANT CA7052234)

See attached.

-) - · · · ·	oc #: CA705	-		RCVD: 2018-09-07 RQST: 2024-03-11		
	Charge) NEW WESTMINSTER		_	FFICE			
	ID TITLE ACT Sep-07-2018 RM C (Section 233) CHARGE	11:11:2	5.002		CA7052234 CA705223		
	NERAL INSTRUMENT - PART 1 Province of Britis	n Columbia			PAGE 1 OF 56 PAGES		
	Your electronic signature is a representation that you as Land Title Act, RSBC 1996 c.250, and that you have a				👔 🔬 Kathleen Theresa Higgins T		
	in accordance with Section 168.3, and a true copy, or your possession.						
1.	APPLICATION: (Name, address, phone number of ap	plicant, applic	ant's solid	itor or ag	gent)		
	Sabrina Spencer, Barrister & Solicitor						
	YOUNG ANDERSON	Pl	hone: (604) 689-7400				
	1616 - 808 Nelson Street	ile: 103-281					
	Vancouver BC	V6Z 2H	12				
	Document Fees: \$143.16 Deduct LTSA Fees? Yes						
2.	PARCEL IDENTIFIER AND LEGAL DESCRIPTION [PID] [LEGAL DESCR]						
	010-827-200 BLOCK 7 DISTRICT	-		6755			
			/	0.00			
	STC? YES						
3.	NATURE OF INTEREST	СН	ARGE N	0 /	ADDITIONAL INFORMATION		
2.	NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION SEE SCHEDULE CHARGE NO. ADDITIONAL INFORMATION						
4.	TERMS: Part 2 of this instrument consists of (select or (a) Filed Standard Charge Terms D.F. No.	-			s Charge Terms Annexed as Part 2 schedule annexed to this instrument		
5.	A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. TRANSFEROR(S):						
	GREENLANE HOMES LTD. (INC. NO 1017178 BC LTD. (INC. NO. BC1017						
6.	TRANSFEREE(S): (including postal address(es) and p	<i>,</i> -			••1		
	A MUNICIPAL CORPORATION						
	474 SOUTH FLETCHER ROAD, BOX 340						
	GIBSONS BRITISH COLUMBIA						
	V0N 1V0 CANADA						
7.	ADDITIONAL OR MODIFIED TERMS:						
	EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard						
8.	the Transferor(s) and every other signatory agree to be	bound by time					
8.	charge terms, if any.						
8.			ecution I M		Transferor(s) Signature(s)		
8.	charge terms, if any.	Ext Y	ecution I M) <u>ate</u> D	GREENLANE HOMES LTD. by its		
8.	charge terms, if any.						
8.	charge terms, if any. Officer Signature(s)				GREENLANE HOMES LTD. by its		
8.	charge terms, if any. Officer Signature(s) Victor Tsao Barrister & Solicitor	Y	М	D	GREENLANE HOMES LTD. by its authorized signatory(ies):		
8.	charge terms, if any. Officer Signature(s) Victor Tsao Barrister & Solicitor DS Avocats/DS Lawyers	Y	М	D	GREENLANE HOMES LTD. by its		
8.	charge terms, if any. Officer Signature(s) Victor Tsao Barrister & Solicitor DS Avocats/DS Lawyers 2700-1055 West Georgia Street	Y	М	D	GREENLANE HOMES LTD. by its authorized signatory(ies):		
8.	charge terms, if any. Officer Signature(s) Victor Tsao Barrister & Solicitor DS Avocats/DS Lawyers	Y	М	D	GREENLANE HOMES LTD. by its authorized signatory(ies):		

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

LAND TITLE ACT FORM D EXECUTIONS CONTINUED

PAGE	2	of	56	PAGES
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Officer Signature(s)	Exe	ecution I M	Date D	Transferor / Borrower / Party Signature(s)
		IVI		1017178 B.C. LTD. by its authorized
Jeffrey P. Andrews	18	09	06	signatory(ies):
Barrister & Solicitor				
2330 Ottawa Avenue West Van, BC V7V 2S9				Name: Antonietta Maria Leudisio
				Name:
(as to all signatures)				
Mark C. Stevens	18	09	06	TOWN OF GIBSONS by its authorized signatory(ies):
Barrister & Solicitor		09		
758 School Road - P.O. Box 1880 Gibsons, B.C. V0N 1V0 (604) 886-2029				Name: Wayne Rowe, Mayor
				Name: Selina Williams, Corporate Officer
(as to the signature of Wayne Rowe)				

OFFICER CERTIFICATION:

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

s: Registered E_v24	Doc #: CA7052234	RCVD: 2018-09-07 RQST: 2024-03-11 21.		
- LAND TITLE ACT FORM E				
SCHEDULE		PAGE 3 OF 56 PAGES		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
Covenant				
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
Priority Agreement		Granting the Covenant herein priority over CA5545459		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		

TERMS OF INSTRUMENT – PART 2 SECTION 219 DEVELOPMENT COVENANT

THIS AGREEMENT dated for reference _____, 2018 is

BETWEEN:

GREENLANE HOMES INC., Inc. No. BC1085102 9031 Briar Road Burnaby BC V3N 4V5

(the "Owner")

AND:

TOWN OF GIBSONS, a municipal corporation having an address at 474 South Fletcher Road Box 340 Gibsons BC VON 1VO

(the "Town")

GIVEN THAT:

A. The Owner is the registered owner in fee simple of those parcels of land which are legally described as:

Block 7, District Lot 842, Plan 6755

(the "Lands");

- B. The Owner wishes to develop the Lands into a mixed-use area primarily consisting of residential and tourist accommodation uses with a small area commercial of commercial use to support the development of a compact, pedestrian-oriented community (the "Development");
- C. The Owner wishes to complete the Development in three phases;
- D. The Owner has completed, to the satisfaction of the Town, a Wildland Fire Interface Protection Plan that identifies forest fire protection measures that are to be incorporated into the Development (the "Wildland Fire Protection Plan") enclosed as Schedule D;

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- E. The Town has developed Form and Character Development Permit Area guidelines for the Lands, in accordance with the *Gospel Rock Neighbourhood Plan;*
- F. The Town wishes to ensure that the entire Development is completed in accordance with the requirements of the Gospel Rock Neighbourhood Plan and in the public interest;
- G. In connection with the proposed rezoning of the Lands pursuant to Gospel Rock Village Amendment Bylaw No. 1065-43, 2018 which will rezone the Lands to Comprehensive Development Area Zone 4 ("CDA-4"), the Owner wishes to grant to the Town a covenant under section 219 of the Land Title Act regarding the use, development and subdivision of the Lands;

THIS AGREEMENT IS EVIDENCE THAT in consideration of the payment of \$1.00 from the Town to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner covenants and agrees with the City under section 219 of the Land Title Act as follows:

1.0 DEFINITIONS

- 1.1 In this Agreement,
 - 1.1.1 "Bylaw 1175" means the Town's Subdivision and Development Servicing and Stormwater Management Bylaw No. 1175, 2012;
 - 1.1.2 "Phase" or "Phases" means the three phases of development in general, while "Phase 1" means the first phase of the Development, "Phase 2" means the second phase of the Development, and "Phase 3" means the final phase of the Development;
 - 1.1.3 "Servicing" means the same as "Works and Services" as defined in Bylaw 1175; and
 - 1.1.4 "Sub Area 4" means the proposed lots located at the north-east corner of the Lands and indicated on Schedule B Zoning Map as sub-area 4.

2.0 GENERAL DEVELOPMENT CONDITIONS

- 2.1 The Development shall be completed substantially in compliance with the boundaries and order of development indicated on Schedule A Phasing Plan.
- 2.2 Unless otherwise indicated, all obligations included in this Agreement and pertaining to a particular Phase shall be completed prior to subdivision approval for that Phase. In the event subdivision is not undertaken or is not required, all

obligations included in the Agreement and pertaining to a particular Phase shall be completed prior to building permit issuance for that Phase.

- 2.3 Unless otherwise indicated, all servicing and stormwater improvements or obligations shall be completed in accordance with the requirements of Bylaw 1175.
- 2.4 All trunk services shall be constructed to serve the ultimate buildout of the Gospel Rock neighbourhood.
- 2.5 The sanitary collection system shall be connected directly to the Town's wastewater treatment plant.
- 2.6 In accordance with Bylaw 1175, a Servicing Agreement shall be required for each Phase of the Development.
- 2.7 Ten percent (10%) of residential units constructed in each phase of the Development, unless otherwise agreed between the parties, shall be purposebuilt -market rate-rental housing units (the "Affordable Housing Units").
- 2.8 The assortment of unit types, including bachelor, 1-, 2-, and 3-bedroom units, constructed as Affordable Housing Units shall be based on market conditions and be to the satisfaction of the Director of Planning.
- 2.9 If Affordable Housing Units are located within an apartment building or other multi-family development, they must not be stratified unless the Owner provides assurances to the Town, to the satisfaction of the Director of Planning, that the Affordable Housing Units will, in perpetuity, be rented as long-term residences.
- 2.10 The Town may require the Owner to register a covenant in the Land Title Office that prohibits strata subdivision of Affordable Housing Units.
- 2.11 Affordable Housing Units must not be used for short term rental uses.
- 2.12 For all development on the Lands, including Sub Area 4, the Owner shall, prior to subdivision or if no subdivision is required prior to building permit issuance, register at the Land Title Office a restrictive covenant which establishes any building specifications that are required by the Wildland Fire Protection Plan, and to the satisfaction of the Town.

3.0 SHAW-INGLIS ROAD EXTENSION

3.1 Chaster Road shall be the primary access route into the Development until the Shaw-Inglis Road Extension (the "Road Extension") is constructed.

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- 3.2 A maximum of 250 residential units using Chaster Road as access to and from Pratt Road, inclusive of any residential units that are constructed or under construction at the time of this Agreement, may be constructed within the Gospel Rock Neighbourhood Plan area, as defined by the Town's Official Community Plan, Bylaw 985 prior to the Road Extension being constructed.
- 3.3 If the Owner, prior to the construction of the Road Extension, seeks rezoning or subdivision of the Lands or any portion thereof, the Town may require no build covenants be registered at the Land Title Office over any portion of the Lands, if the development of that portion of the Lands would cause the number of residential units to exceed the cap established in 3.2.
- 3.4 The Owner, at the Owner's expense, shall provide the Town with a study, completed by a qualified professional, which outlines the planning, design, and development of the Road Extension (the "Road Extension Study") and includes:
 - 3.4.1 Preferred road alignments for connecting Chaster Road to Inglis Road;
 - 3.4.2 Cross-section designs acceptable to the Director of Infrastructure Services and which includes the following specifications within a twenty (20) meter wide road dedication:
 - 3.4.2.1 Six (6) metre width travelled road surface;
 - 3.4.2.2 Gravel shoulders;
 - 3.4.2.3 Three (3) metre width multiuse path constructed to a Type 2 trail standard as indicated in Bylaw 1175; and
 - 3.4.2.4 Open drainage;
 - 3.4.3 Construction costs of the Road Extension (the "Road Extension Costs");
- 3.5 The Owner shall contribute to the Road Extension Costs, at the time of subdivision, the amount that is apportioned to that portion of the Lands being subdivided as is calculated by the Town using the information provided by the Owner in 3.4.3
- 3.6 In accordance with sections 511(3) and 568(3) of the *Local Government Act*, the Owner acknowledges and agrees that they shall pay all development cost charges that become attributable to the Lands pursuant to a development cost charges bylaw that may be enacted by the Town after the date of this Agreement.
- 3.7 Prior to the approval of the Phase 1 subdivision, the Owner may, in the event that the Town has not enacted a development cost charges bylaw to account for

the Road Extension Costs, provide cash-in-lieu for the total Road Extension Costs allocated to the Lands in 3.5.

4.0 PHASE 1

4.1 Early Development of Sub Area 4

- 4.1.1 Sub Area 4 may be developed in advance of Phase 1 and prior to the completion of the subdivision requirements for Phase 1.
- 4.1.2 Road frontage upgrades, as required by Bylaw 1175, to that portion of Gower Point Road that is adjacent to Sub Area 4 shall be completed concurrently with the development of Sub Area 4, whether Sub Area 4 is developed before, after, or concurrently with Phase 1.

4.2 Lifecycle Cost Analysis, Local Area Service, and Latecomer Agreement

- 4.2.1 The Owner shall provide the Town, at the Owner's cost, a lifecycle cost analysis of relevant water, storm and sanitary infrastructure (the "Lifecycle Cost Analysis"), which shall include:
 - 4.2.1.1 A determination of infrastructure costs related to the annual operation and maintenance, as well as end of service life replacement of proposed upgrades to the Town's infrastructure that are required to service the Development and any additional future development on adjacent parcels; and
 - 4.2.1.2 The identification of any incremental costs that the Town and/or property owners would incur if a Local Area Service (the "LAS") were to be applied to new homes in the Development.
- 4.2.2 The Town may, subject to Council direction, support an Owner-initiated LAS if, prior to the approval of a subdivision of the Lands, the Owner provides a petition, in accordance with the requirements of section 212 of the Community *Charter*, and which has been certified as sufficient and valid by the Town's corporate officer.
- 4.2.3 The Town, in accordance with section 508 of the *Local Government Act*, shall require the owners of parcels who undertake future developments that will benefit from the servicing and stormwater infrastructure constructed by the Owner to enter into Latecomer Agreements.

4.3 Pre-Requisites to Phase 1 Development

4.3.1 As a condition of Phase 1 subdivision approval, the Owner shall:

- 4.3.1.1 Complete the park dedications, including Gospel Rock Waterfront, Cross Rock and Little Africa parks, as shown on Schedule A;
- 4.3.1.2 Develop a Parks and Open Space Plan for the Lands (the "Parks Plan") in consultation with the Town and to the satisfaction of the Director of Infrastructure Services, which includes:
 - 4.3.1.2.1 trail locations for all trails shown on Schedule C;
 - 4.3.1.2.2 trail alignment and design specifications, including cross-section designs, for all trails shown on Schedule C;
 - 4.3.1.2.3 location and design of signage for parks shown on Schedule A and for all trails shown on Schedule C:
 - 4.3.1.2.4 park improvements, including public art; and
 - 4.3.1.2.5 location, design, and maintenance provision for a public washroom.
- 4.3.1.3 Register at the Land Title Office the required instruments, which may include no build covenants, statutory right-of-ways, or conservation covenants, to preserve the portion of the Lands indicated as "Phase 1 Greenbelt" on Schedule A, to the satisfaction of the Director of Planning; and
- 4.3.1.4 Undertake measures recommended in geotechnical reports, or otherwise recommended by qualified professionals, and to the satisfaction of the Director of Planning, to manage, secure or preserve portions of the Lands that are determined to be sensitive, hazardous or of natural heritage value.

4.4 Development of Phase 1

- 4.4.1 Phase 1 shall include a tourist accommodation building and a mix of residential units in the form of apartments, townhouses, and single-family dwellings as shown on Schedules A and B;
- 4.4.2 Phase 1 development shall include:
 - 4.4.2.1 Construction of frontage upgrades as required under Bylaw 1175 for all public roads within Phase 1 and the entire section of Chaster Road fronting the Lands;

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- 4.4.2.2 Construction of the road structure, six (6) meter wide paving, gravel shoulders and a gravel multi-use path that meets the collector road standard under Bylaw 1175 on that portion of Chaster Road from the west property line of the Lands to Mahan Road; and
- 4.4.2.3 Construction of a secondary emergency access connection according to the requirements of Bylaw 1175 and in a location to the satisfaction of the Town's Approving Officer.

4.5 Phase 1 Gower Point Road Upgrades

- 4.5.1 The Owner shall, prior to completion of Phase 1 development, construct to the satisfaction of the Director of Infrastructure Services, the road surface and adjacent multi-use path on that portion of Gower Point Road running from Franklin Road to the Town-Sunshine Coast Regional District boundary, which will incorporate the following design features and standards:
 - 4.5.1.1 A road surface containing two vehicle lanes with a minimum width of three (3) metres each;
 - 4.5.1.2 Traffic calming elements, road alignment or other design features to facilitate a maximum speed of 30 kmh;
 - 4.5.1.3 design elements that will ensure the safety of southbound/westboundcyclists, heading towards Mahan Road;
 - 4.5.1.4 Open drainage is to be utilized where feasible;
 - 4.5.1.5 Curb and gutters are to be used only where they are specifically required for traffic calming, road alignment, protection from erosion, or as an element of the multi-use path; and
 - 4.5.1.6 The multi-use path will be constructed on the water-side of the road and will be designed to accommodate pedestrians as well as northbound/eastbound cyclists heading towards Franklin Road. The multi-use path will be three (3) metres wide and will be composed of, as space permits, a mix of boardwalk, asphalt shoulder and grade separated asphalt path.

4.6 Phase 1 Park Development

4.6.1 The Owner shall, as part of Phase 1 development:

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- 4.6.1.1 Construct trails A, B, C, and H as shown on Schedule C in accordance with the Parks Plan and with Bylaw 1175, and to the satisfaction of the Director of Infrastructure Services;
- 4.6.1.2 Prepare to the satisfaction of the Director of Infrastructure Services and register at the Land Title Office, a blanket right-ofway over the entire parcel to secure public access over all trails shown on Schedule C. This blanket right-of-way may be modified, or limited to specified areas, at any time after the trails have been surveyed and constructed;
- 4.6.1.3 Construct to the satisfaction of the Director of Infrastructure Services public access, including for pedestrians and cyclists, to all parks shown on Schedule A and to trails A, B, C and H as shown on Schedule C; and
- 4.6.1.4 Prepare to the satisfaction of the Director of Infrastructure Services and register with the Land Title Office a statutory rightof-way over the area indicated as "Statutory ROW for public access to Greenway + Village Green" on Schedule C, to provide public access over the privately-owned greenspace indicated as "Greenlane" and "Village Green" on Schedule B.

5.0 PHASE 2

- 5.1 Phase 2 shall include a mix of residential units in the form of apartments and townhouses as shown on Schedules A and B;
- 5.2 Phase 2 development shall include:
 - 5.2.1 Construction of trails D and E as shown on Schedule C, in accordance with the Parks Plan and to the satisfaction of the Director of Infrastructure Services;
 - 5.2.2 Construction of public access, including for pedestrians and cyclists, to trails D and E as shown on Schedule C, to the satisfaction of the Director of Infrastructure Services; and
 - 5.2.3 Installation of all field markers, plantings, and signage for all parks shown on Schedule A in accordance with the Parks Plan.

6.0 PHASE 3

- 6.1 Phase 3 shall include a mix of residential units in the form of apartments and townhouses as shown on Schedules A and B.
- 6.2 Prior to the issuance of occupancy permits for Phase 3, the Owner shall provide the Town with a financial contribution of \$200,000 to be used for parks and trail improvements in accordance with the Parks Plan and not otherwise required by this covenant.
- 6.3 Phase 3 development shall include:
 - 6.3.1 Construction of trails F and G, in accordance with the Parks Plan and as show on Schedule C;
 - 6.3.2 Registration with the Land Title Office, and prepared to the satisfaction of the Director of Infrastructure Services, of all dedications or right-of-ways necessary for all trails constructed as part of the Development and shown on Schedule C; and
 - 6.3.3 Registration with the Land Title Office, and prepared to the satisfaction of the Director of Parks, of all dedications or right-of-ways necessary to provide public access to all public trails and parks show in Schedules A and C.
- 7.0 Other Development Requirements The Owner acknowledges and agrees that this Agreement does not include all the requirements for development of the Lands or any portion of the Lands, and that prior to construction or other development work, the Owner shall obtain all necessary development permits, development variance permits, building permits, and other required approvals from the Town. The Owner acknowledges and agrees that acceptance of this Agreement by the Town is not confirmation that permits and other approvals will be granted or given by the Town.
- 8.0 Other Subdivision Requirements The Owner acknowledges and agrees that this Agreement does not include all the requirements for subdivision of the Lands or any portion of the Lands, and that subdivision is a matter governed by the Approving Officer, who is an independent officer of the Town, based on his or her application of statutory requirements and his or her determination of the public interest. The Owner further acknowledges and agrees that although the Owner may have already supplied plans and other information to the Town pursuant to this Agreement, the acceptance of this Agreement and the plans by the Town for the purposes of this Agreement is not confirmation that those plans or information are satisfactory to the Approving Officer, or complete, or that any subdivision of the Lands or a portion of the Lands will be approved.
- 9.0 Third Party Approvals The Owner also acknowledges and agrees that acceptance of this Covenant by the Town does not relieve the Owner from obtaining all necessary.

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approvals, permits, releases and authorizations from other land owners, charge holders, government ministries and any other person who may have an interest in the Lands or jurisdiction over the Lands.

- 10.0 Requirements for Studies and Reports Where this Agreement requires that the Owner provide a study, plan, report or similar thing to the Director of Infrastructure Services or other Town representative, the Owner shall be required to cause the report to be prepared by a professional engineer, or other accredited professional, appropriately qualified to prepare the report and acceptable to the applicable Town representative.
- 11.0 Design Requirements Where this Agreement requires that the Owner design something, in order to satisfy the design requirement, the Owner shall be required to cause detailed design drawings and specifications for the work or service to be prepared by and under seal of an appropriately qualified professional engineer acceptable to the applicable Town representative and to obtain the Town representative's approval of such drawings and specifications.
- 12.0 Section 219 Covenant and SRW Requirements Where the Owner is required, in order to satisfy or partially satisfy a requirement under this Agreement, to grant to the Town a covenant under section 219 of the Land Title Act or a statutory right of way under section 218 of that Act, the Owner shall not be considered to have granted the covenant or right of way until and unless the covenant or right of way is in a form approved in writing by the Town, has been executed by the Town, and the Owner has registered it in the Land Title Office against title to the pertinent parcel or parcels of the Lands in priority to all financial legal notations, liens, charges and encumbrances, along with any reference, explanatory or other survey plan required by the Town to delineate the area that is subject to the covenant or right of way.
- **13.0** Specific Relief Because of the public interest in ensuring that all of the matters described in this Agreement and the provisions of all applicable laws are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Town, in the event of an actual or threatened breach of this Agreement.
- 14.0 Indemnity The Owner covenants and agrees with the Town that the Owner shall indemnify and save harmless the Town and the Town Representatives from and against any and all actions, causes of action, liabilities, demands, losses (including economic and consequential losses), damages, costs, expenses (including fees and disbursements of professional advisors), fines and penalties, suffered or incurred by the Town or any of the Town Representatives, arising out of or in any way due or relating to the granting or existence of this Covenant, the restrictions or obligations contained in this Covenant, the performance by the Owner of this Covenant, or any wrongful act, omission or negligence of the Owner or a person for whom it is responsible in law.

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- **15.0** Inspection The Town may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.
- **16.0** Discharge of Covenant The Town agrees that once the Owner fully and strictly complies with this Covenant, the Town will, upon request by the Owner and at the cost of the Owner, execute a registrable discharge of this Covenant.
- 17.0 No Effect on Powers This Agreement does not:
 - 17.1 affect or limit the discretion, rights or powers of the Town, or the Town's approving officer, under any enactment, or at common law, including in relation to the use, development or subdivision of the Lands;
 - 17.2 affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - 17.3 relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.
- 18.0 Runs With Land This Agreement burdens and runs with, and binds the successors in title to, the Lands and each and every part into which the Lands may be subdivided or consolidated by any means (including by way of subdivision plan, reference or explanatory plan, lease plan or strata plan of any kind).
- 19.0 No Public Law Duty Where the Town, or the Director of Planning, Director of Infrastructure Services or other representative of the Town designated under this Agreement (a "Town Representative"), is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Town or the Town Representative is under no public law duty of fairness or natural justice in that regard and the Owner agrees that the Town or Town Representative may do any of those things in the same manner as if it were a private party and not a public body.
- 20.0 Town Discretion Wherever in this Agreement the approval of the Town or a Town Representative is required, some act or thing is to be done to the satisfaction of the Town or a Town Representative, or the Town or Town Representative is entitled to form an opinion or is given a sole discretion:
 - 20.1 the relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the Town or the Town Representative, as the context requires; and

- 20.2 the approval, opinion or satisfaction is in the discretion of the Town or the Town Representative, as the context requires, in its or his or her sole and unfettered discretion.
- 21.0 No Obligation To Enforce The rights given to the Town under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Town to any one, or obliges the Town to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
- 22.0 Waiver An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.
- 23.0 Priority The Owner will do or cause to be done all acts necessary to register this Agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered, or pending registration, at the time of application for registration of this Agreement against the title to the Lands.
- 24.0 Time of Essence Time is of the essence of this Agreement.
- 25.0 Further Assurances The Owner will do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
- 26.0 Severance If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid will not affect the validity of the remainder of this Agreement.
- 27.0 Interpretation In this Agreement:
 - 27.1 reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - 27.2 article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - 27.3 the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - 27.4 reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

- 27.5 reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- 27.6 reference to a particular numbered section or article, to a particular lettered Schedule, is a referenced to the correspondingly numbered or lettered article, section or Schedule of this and any Schedules to this agreement form part of this Agreement;
- 27.7 reference to a "party" is a reference to a party to this Agreement and to their respective heirs, executors, administrators, successors, assigns, trustees, receivers, agents, officials, employees and invitees, where the context requires or allows; and
- 27.8 where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word including".
- **28.0** Multiple Owners If at any time there is more than one owner of the Lands or the parcels comprised in the Lands, all such owners shall be jointly and severally liable to the Town with respect to the obligations of the Owner under this Agreement.
- **29.0** Governing Law This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
- **30.0** Enurement This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 31.0 Entire Agreement This Agreement is the entire agreement between the parties regarding its subject.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed the Land Title Act Form C attached to and forming part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. Greenlane Homes Ltd. (the "Owner") is the registered owner of PID: 010-827-200, Block 7 District Lot 842 Plan 6755 (the "Lands");
- B. The Owner granted 1017178 BC Ltd. (the "Prior Chargeholder") a mortgage which was registered against the titles to the Lands in the Vancouver Land Title Office under number CA5545459 (the "Prior Charge");
- C. The Owner granted to the Town of Gibsons (the "Subsequent Chargeholder") a covenant pursuant to Section 219 of the Land Title Act to which this Priority is attached (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED BY THE PRIOR CHARGEHOLDER FROM THE SUBSEQUENT CHARGEHOLDER (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED):

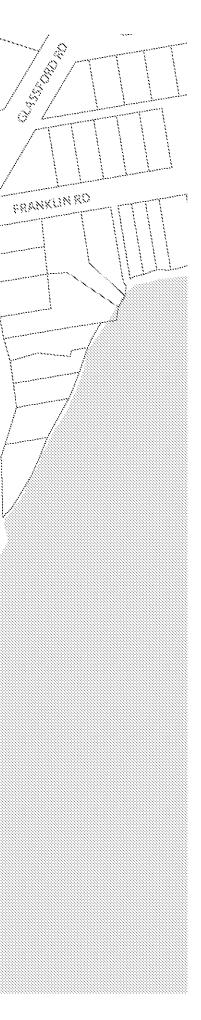
- 1. The Prior Chargeholder hereby consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder hereby agrees that the Subsequent Charge shall be binding upon its interest in and to the Lands.
- 2. The Prior Chargeholder hereby grants to the Subsequent Chargeholder priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Lands, and the Prior Chargeholder does hereby postpone the Prior Charge and all of its right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the above terms of this Consent and Priority. Agreement, the Prior Chargeholder has executed and delivered Part 1 of *Land Title Act* Form C which is attached hereto and forms part of this Agreement.



For illustrative purposes only. Future development shall substantially comply subject to site survey and detailed design

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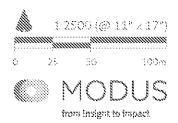


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PHASING PLAN

August 2018

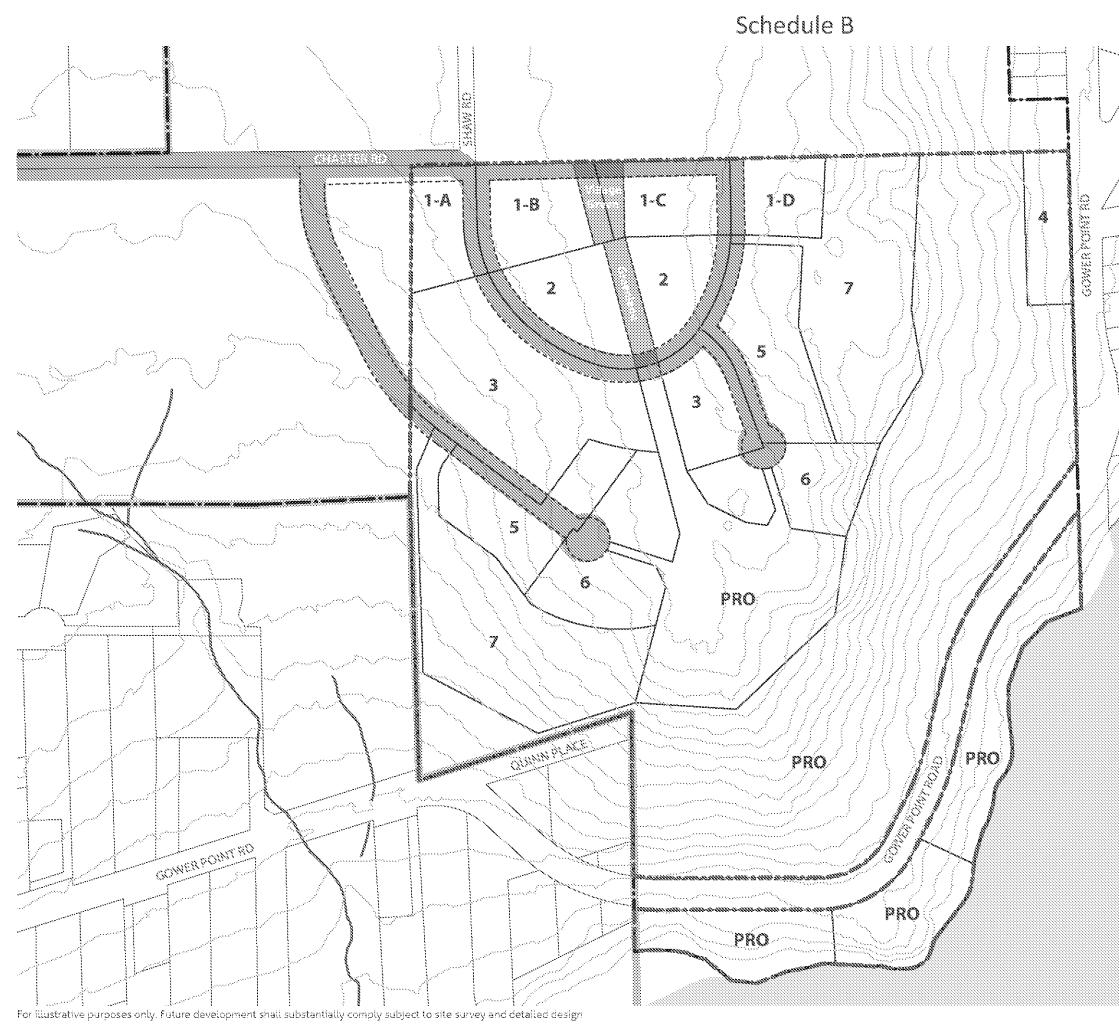




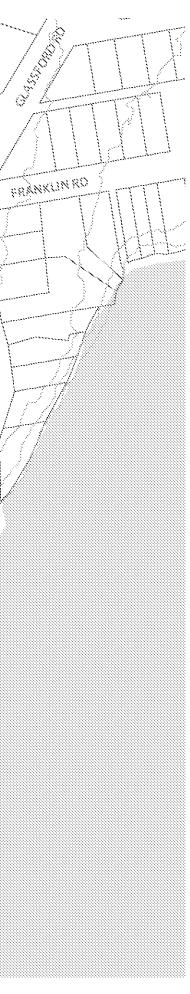
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Doc #: CA7052234



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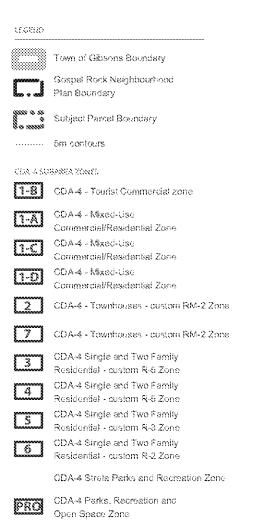


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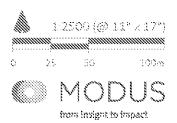
Block 7, Section 219 Schedule B

ZONING PLAN

August 2018



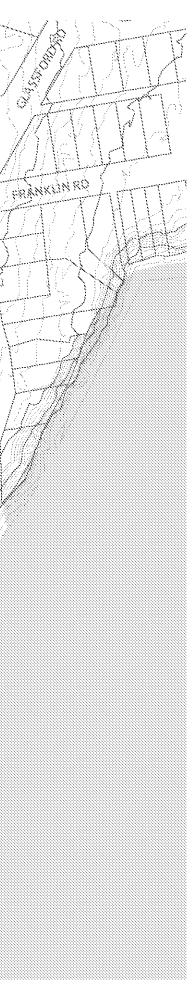
For illustrative purposes only, Future development shall substantially comply subject to site survey and detailed design



Doc #: CA7052234 Schedule C



RCVD: 2018-09-07 RQST: 2024-03-11 21.58.57



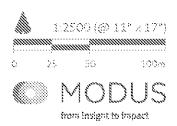
Page 20

Block 7, Section 219 Schedule C

TRAIL PLAN

August 2018

LECERD Town of Gibsons Boundary Complex Rock Neighbourhood Plan Boundary Subject Pamel Boundary Sm contours Multi-use pathway Type 2 trail Type 3 trail Statutory ROW for public access to Greenway + Village Green



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Schedule D

Wildland Fire Interface Protection Plan

Gospel Rock Village Gibsons, BC

Aug 27, 2018





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1.0 Introduction

Diamond Head Consulting Ltd. (DHC) was retained to prepare an assessment of wildfire interface risks and mitigation measures for the following proposed development.

 Civic address:	Gospel Rock Village, Gibsons B.C.	
 Client name:	Greenlane Homes/Modus	
 Date of site visit:	May 22, 2018	

This project is a residential townhouse development within the Gospel Rock Neighbourhood located in Gibsons BC. Part F within the Official Community Plan: Gospel Rock Neighbourhood Plan requires all major developments to have a Wildland Fire Interface Protection Plan:

 3.4.27. The preparation of a Wildland Fire Interface Protection Plan will be required for all major developments. The Plan shall address forest fire protection measures such as: non-combustible roofing and siding material, green spaces and landscape vegetation, perimeter protection buffers, evacuation routes and water supplies. At the time of rezoning or subdivision, restrictive covenants will establish specific requirements for building within Wildland Interface areas and will be implemented during the subdivision and/or building permit approval process

Standards to achieve these objectives are identified, and reference NFPA-1144 (Standard for Reducing Structure Ignition Hazards from Wildland Fire). In some cases, these standards can be difficult to achieve for developments, and can result in more stringent restrictions than intended. This assessment report considers both NFPA standards and Canadian FireSmart standards to assess hazard and guide recommendations for the design and construction of buildings and structures located within the boundaries of the Wildfire Development Permit Area.

1.1 Site Planning Documents Reviewed

Diamond Head Consulting was provided with the following documentation from the client that provides the basis for all comments and recommendations:

- 1. Gospel Rock Village Park and Open Space Design 170804
- 2. COMPREHENSIVE DEVELOPMENT AREA Zone 4 Gospel Rock Village Phasing Plan April 2018 – MODUS
- Gospel Rock Village Site Plan Block 7 Proj. No. 1603 JYW Architecture Inc. -DRAFT

Any changes to these site plans should be provided to Diamond Head Consulting so that this wildfire report can be updated accordingly.

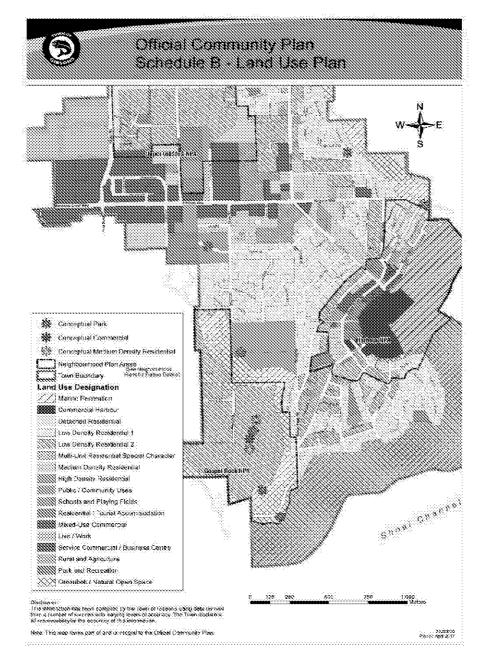


Figure 1. Showing Gospel Rock NPA on OCP Land Use Map.



Figure 2. Approximate site boundaries and development area.

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Figure 3. Concept site plan

2.0 Methodology

The forest stands surrounding the planned development site were classified into fuel types. There are no fuel classifications specific to the coastal region in the Canadian Fire Behaviour Prediction System; instead, the site has been classified as the fuel type that best represents the fire behavior potential of the forest types most accurately. Fuel type interpretations can be reviewed in Appendix 2.

Detailed fuel hazard assessments were completed within 500m of the lot using the provincial assessment system, "Wildfire Threat Assessment Guide and Worksheets – Ministry of Forests, Lands and Natural Resource Operations - BC Wildfire Service – Version2 -2017"

These plots are shown on Figure 6. Data collected at each fuel plot included:

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- Soil and humus characteristics;
- Slope, aspect and terrain classification;
- Forest stand composition by layer (species, density, age, diameter, height, etc.);
- Vertical and horizontal stand structure;
- Quantity and distribution of ladder fuels;
- Composition and coverage of understory brush, herbs and grasses; and
- Quantity and distribution of ground fuels by size class.

A Wildfire Hazard Assessment has been completed using:

- 1. Current forest fuel threat in and adjacent to the proposed development using the <u>2017</u> <u>Wildfire Threat Assessment Guide and Worksheets</u> (MFLNRO, 2017); and,
- 2. Future structural hazard of the proposed development using the <u>FireSmart</u> <u>Homeowners Manual</u> (Partners in Protection and Province of BC, 2016).

3.0 Project Overview

The parcel is Block 7 of the Gospel Rock Village in the town of Gibsons. A proposed mix of residential, commercial and park space will occupy approximately half of the 47acre block. The subject site supports a large open space that is generally flat where the development will occur. This area was cleared of trees sometime before 2004 (the oldest air photo available on Google Earth). This areas now supports widely spaced conifers, smaller deciduous trees, dense deciduous brush and invasive species.

To the south and on all sides surrounding the development area are steep slopes supporting mature Douglas-fir forest and natural open spaces created by large rocky outcroppings. This forest has been recognized as an important ecological value to the town and surrounding area. Much of the existing mature forested area within the 47acre block will be retained as a protected park including well know lookout points and natural open spaces.

The Gospel Rock Village is a phased development plan; however, this report is a preliminary overview applied to the first phase with no specific building or landscape material available for review. The preliminary nature of this report will allow the principals within to be applied to all future phases. If the recommendations and principals within this report are followed, all future phases will be considered 'Firesmart' following Firesmart BC guidelines and current industry standards.

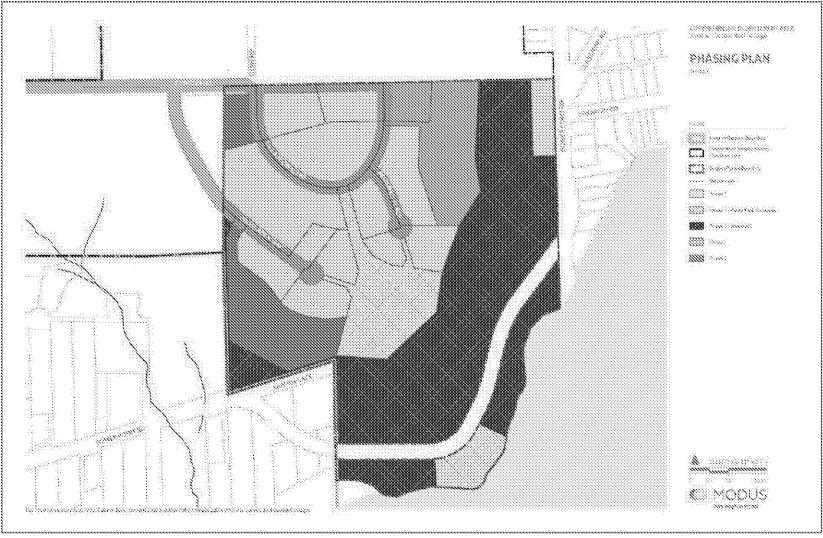


Figure 4. Development phasing plan for the site

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4.0 Fuel Descriptions and Wildfire Threat Assessment

4.1 Summary of Fuel Types

Forested areas nearby the proposed development site were classified into the fuel types mapped in Figure 5. The fuels have been divided into classifications based on the sixteen national benchmark fuel types that are used by the Canadian Fire Behaviour Prediction System (Appendix 3). Three fuel types were identified. Descriptions of these forest areas are provided in Appendix 2.



Figure 5. Location of the fuel types relative to project site

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4.2 Summary of Wildfire Threat from surrounding forest

Each fuel type and distinct stand was assessed for wildfire threat using the Wildfire Urban Interface worksheet. Figure 6 outlines the wildfire threat. Wildfire plot locations and Wildfire Urban Interface (WUI) ratings are summarized in Appendix 1. This assessment accounts for the fire behavior potential of these stands but does not consider plans for future structures. The subject site was assessed to have an overall moderate risk from wildfire. This is from the continuous forest surrounding the subject site.

The M2 mixes stands generally have approximately 75% conifer species; however, this is variable throughout the stands. The C5 conifer dominated stands on the slopes to the south and east of the site have a high composition of conifer trees however have lower ladder fuel loading and the crowns are broken up by rocky outcrops. In most areas the conifer species have high crown heights. A crown fire could generate in these stands however would likely require drought weather conditions combined with high winds. The risk is also increases with the steepness of the slope. The mature forested areas to the east and south of the site support sensitive and high value ecosystems and will become protected natural areas. The treatments to trees in these areas to reduce wildfire risk must be clearly justified and done in a very sensitive way. Creating a firesmart landscape and buildings is recommended as the primary defense against the wildfire risk to this development site.



Figure 6 - Wildfire Threat Mapping

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Photo 1: View of vegetation growing within the development area. Widely spaced conifers, smaller deciduous trees, dense deciduous brush and invasive species such as Himalayan blackberry and Scotch broom occupy the majority of the development site.

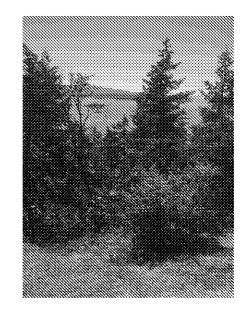


Photo 2: Natural rock bluff lookout and view of Howe Sound. This area will become part of the protected natural area and public park where several hiking trails will be created.

5.0 Wildfire Threat Mitigation Recommendations

This section provides recommendations to mitigate the risk of wildfire to the proposed development based on the current condition of hazardous fuels and wildfire threat, site planning documents, FireSmart standards within the prioritized zones defined in the FireSmart Homeowners Manual (Partners in Protection and Province of BC, 2016).

During a wildfire event, homes are ignited as a result of:

- Sparks or embers landing and accumulating on vulnerable surfaces such as roofs, verandas, eaves and openings. Embers can also land on or in nearby flammable materials such as bushes, trees or woodpiles causing a fire close to a structure.
- Extreme radiant heat from flames within 30 m of a structure that melts or ignites siding, or breaks windows.
- Direct flame from nearby flammable materials such as bushes, trees or woodpiles.

In the event that a wildfire, suppression capability is improved with good access, defensible space between the structures and the forest as well as adequate and accessible water supply. The following are recommendations to mitigate risk to the development. These are factors that provide long term mitigation against a wildfire event.

Areas to the east and south of the development will be protected parks and those north and west are on adjacent private lands. Many of these are highly sensitive ecosystems in which trees

Doc #: CA7052234

Wildland Fire Interface Protection Plan-Gospel Rock Village

removal is difficult to justify. Also, the plant community composition will change over time and require maintenance. Recommendations for wildfire mitigation focus on structural design and landscaping recognizing the limitations of altering these natural areas.

At the time this assessment was completed, detailed architectural structural plans and landscape plans were not available for review. It is the responsibility of the owner and their project team to understand the following restrictions and to comply with them.

5.1 Buildings setback from hazardous fuels

Firesmart recommends that a 10m fuel free zone be established and maintained between structures and hazardous fuels. This is to create a barrier to keep radiant heat from a fire away from the structure and to provide a defensible space where suppression resources can fight a wildfire. There is an onsite wildland interface that will be created along the south and east sides of the development. Development will extend up to the edge of the existing slope break which is where the site has previously been cleared of mature forest. The natural forested area downslope of this interface is an environmentally sensitive area. An emphasis has been made during the planning of this project to protect the integrity of this natural area.

There will be single family detached and multifamily units built up against this interface zone. The zoning is expected to specify a 7.5m back yard setback to the property line. This is less than the recommended of a 10m fuel free zone. However, removing trees beyond the property line in the protected natural area will cause impacts to the integrity of this ecosystem. A compromise between environmental protection and wildfire risk mitigation is required in these situations. It is recommended that structures be placed as far back as possible from the forested edge.

If possible, some of the conifer trees along this interface should be selectively pruned and thinned to reduce the wildfire behavior in this zone while considering the environmental integrity of the forest. If possible, ground fuel accumulations should also be removed by hand.

Figure 7 illustrates the minimum standard that will be established between the protected natural area and the structures. In these cases when an ideal fuel free zone cannot be achieved, it is important that no other concessions be made to other wildfire mitigation measures including building construction, landscape design and irrigation.

Figure 8 illustrates the recommended standard to be achieved. This includes a 10m fuel free zone as well as a treated transition zone within the first 10-20m of the natural forest. Planning should strive to achieve this standard.

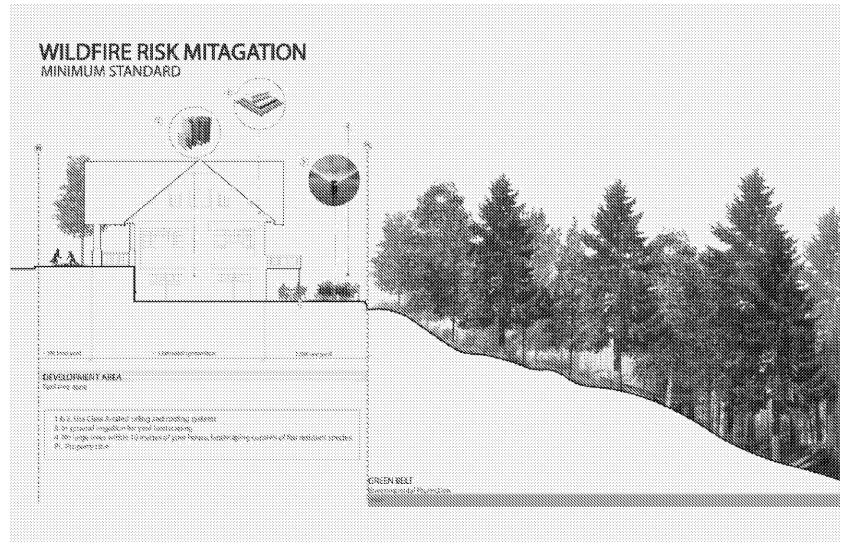


Figure 7. Minimum standards for wildfire mitigation within the wildland interface

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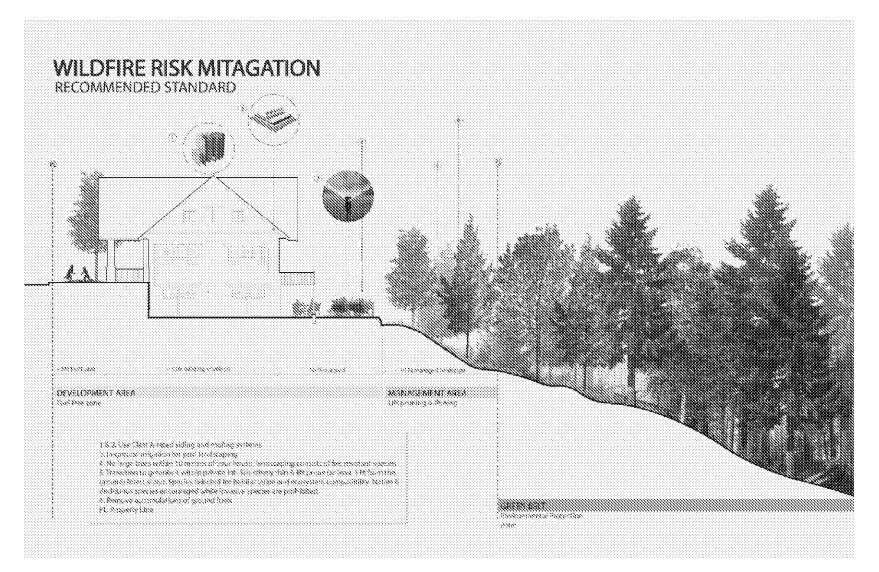


Figure 8. Ideal recommended standards for wildfire mitigation within the wildland interface

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5.2 Buildings and Construction

Generally, during a wildfire, homes are ignited as a result of embers landing and accumulating on vulnerable surfaces such as roofs, verandas, eaves and openings. Embers can also land on or in nearby flammable materials such as bushes, trees or woodpiles and, if the resulting fire is near the home, it could create enough radiant heat to ignite the walls of the home. Small fires in the yard can also spread towards the structures, beneath porches or under homes. Therefore, the building material and construction techniques are a paramount concern for homes in the interface. Following Firesmart building guidelines should be applied to the development.

Table 1. Requirements for community design and construction

Roofing	 Class A or B rated roofing material* should be used, and asphalt or metal roofing should be given preference. Any spaces between roof decking and covering should be blocked. Screen or enclose rain gutters to prevent accumulation of plant debris.
Siding	 Exterior vertical walls should be cladded with non-combustible materials*. Preference should be given to stucco, metal, brick and concrete cladding. Ensure that fire resistant materials extend from the foundation to the roof. Flame resistant coatings that require ongoing maintenance or reapplication are not acceptable. Exterior wall assemblies that have exterior wood that is untreated and rely on the interior wall for fire resistance are not acceptable.
Vents, openings, eaves, attics, overhanging projections, soffits	 Vents should be screened using 3mm, non-combustible wire mesh, and vent assemblies should use fire shutters or baffles. Eaves, soffits, attics, overhanging projections and underfloor openings should be protected with non-combustible covers.
Exterior windows and doors	 All windows should be double glazed, or of glass block. Radiant faces exposed to the forest edge should be multi-paned with one pane glazed with annealed or tempered insulating glass. Limit the size and number of windows that face large areas of vegetation. Window screens should be non-combustible. Exterior doors on radiant faces exposed to the forest edge should be of fire resistant materials.
Decks, porches, balconies	 Decks, porches and balconies should be sheathed with fire-resistant or non-combustible materials. Slotted deck surface allows needle litter to accumulate beneath the deck. Provide access to this space to allow for removal of this debris. Any covers should be built of the same ignition-resistant materials as a roof.
Exterior sprinklers	 Irrigation sprinklers should be installed on private property and in landscaped parks to keep plants healthy and fire-resistant. The switch for these should be made accessible to turn on in the case of a wildfire.
Fences	 Where fencing is within 10 m of the building or accessory buildings, use fire- resistant or non-combustible materials.

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	Recommendations during construction
Combustible materials	 During construction of houses, all waste construction materials including brush and land clearing debris; needs to be cleaned up on a regular basis, to minimize the potential risk. No combustible materials should be left at the completion of construction.
Hydrants	 Prior to construction of any wood frame buildings, there must be fire hydrants within operating range.
Fire Suppression	 The contractor should be familiar with the BC Wildfire Act and the current provincial standards for wildfire suppression and have the appropriate tools on-site for the duration of the project.

* **Non-combustible materials:** means that a material meets the acceptance criteria of CAN/ULC S114, (Standard Method of test for determination of non-combustibility in Building Materials)

Fire-resistant materials: means that a material meets the acceptance criteria of CAN/ULC-S101, (Fire Endurance Tests of Building Construction and Materials)

Rated roofing materials: Class A, B or C is a measure of the external spread of flame on a roof surface. Tests are conducted using CAN/ULC S107M methods of fire tests of roof coverings, or equivalent. The best rating achieved is Class A, which may be described as effective against severe fire exposure.

The following specification are very important to comply with. Roofing must be fire retardant. These have a Class A flame spread rating defined as "Class A roof coverings are not readily flammable, are effective against severe fire exposures, and do not carry or communicate (i.e., spread) fire". ANSI/UL 790, "Tests for Fire Re-sistance of Roof Covering Materials," and ASTM E 108, "Standard Test Methods for Fire Tests of Roof Coverings," are the fire-resistance capacity tests used to determine a product's or roof assembly's classification. Any products that are certificated as Class A with an "Assembly" requirement must have a project engineer or architect provide signed proof that the product has been installed as per the specifications of the manufacturer.

Exterior siding must be fire resistant. (Stucco, brick, fibre cement boards/panels and poured concrete). Untreated wood products do not meet this standard. Flame resistant coatings that require ongoing maintenance or reapplication are not acceptable. Exterior wall assemblies that have exterior wood that is untreated and rely on the interior wall for fire resistance are not acceptable. Wood products that have permanent treatments or are naturally fire resistant can be accepted as long as product specifications and certified testing is provided.

It is critical that the structures be designed and built to these standards in order to meet the guidelines of Firesmart BC.

Planned building materials have not been confirmed as no detailed architectural plans have been developed yet for this project. All building within the development are recommended to be constructed with fire resistant exterior materials. Wooden accents should not total more than 20% on any one wall. All buildings immediately adjacent to the forest edge should be constructed entirely of fire resistant materials.

5.3 Access and Servicing

Access and services affects both the fire resistance of the development and, in the event a wildfire does occur, the suppression capability and safety of first responders. Recommendations for access and servicing are provided in table 2.

Table 2. Recommendations prior and during construction for water supply and vehicle access.

Access	• It is anticipated the construction site will create adequate turn-around space for municipal fire engines. Two means of access are preferred with adequate passing and turn-around space. Currently the site is accessed by one narrow road (Chaster Rd) that meets Shaw Rd at the development site. Shaw Rd currently dead ends, however, there are plans to extend this road in the future which will create two means of vehicle access.
Water supply	 Prior to construction, the proposed development will be serviced by a hydrant system
Utilities - Electric	• All new hydro servicing within the subdivision should be underground.

5.4 Firesmart Landscaping and Fuel Mitigation

Landscaping and maintenance for the site should follow FireSmart principals (Ministry of Forests Wildfire Management Branch, Firesmart Program). For single residential lots the enitre lot is generally within 10m of the structure and will be landscaped. Within a larger scale developments it is recommended that the whole development apply Firesmart landscape guidelines. Planning and maintenance of this area should follow the requirements of priorty zone 1 (<10m from strucures) outlines in the Firesmart program. The goal in this zone is to remove hazardous fuels and convert vegetation to fire resistance species to produce an environment that does not support combustion. These recommendations include strategic selection of fire resistant replacement trees as well as landscaping and maintenance standards are summarised in Table 3.

No detailed landscape plans were available for review. The landscape architect should be made aware of the reccomendations within this report and ensure no conifers or long ornamental grasses are planted within 10m of any building.

Table 3. Requirements for Landscaping

Planting	 Remove all highly flammable vegetation and other combustibles from around the building. This includes all conifer hedging. No conifer trees species should be planted within 10m of any buildings. Landscaping should incorporate species that are fire resistant. These types of plants tend to have moist, supple leaves with low amounts of sap or resin. They also have a tendency not to accumulate dead material. A list of fire resistant plants and trees can be found at the Firesmart Canada website¹. A list of suitable species has also been provided in Appendix 6. Ensure that vegetation will not grow to touch or overhang buildings. Irrigation sprinklers should be installed in landscaping.
Maintenance	 Annual grasses within 10 meters of buildings should be kept mowed to 10 centimeters or less and watered regularly during the summer months; Ground litter and downed trees should be removed regularly and prior to the fire season.

5.5 Ongoing Maintenance

To ensure that FireSmart standards are maintained on the property, periodic re-treatment or maintenance is recommended in Table 4

Table 4.	Requirements	for	ongoing	maintenance

	 Regularly remove debris from roofs, gutters and beneath overhanging projections.
	 Grass and landscaping should be kept mowed to 10 cm or less and watered regularly during the summer months.
• Homeowners responsibility	• Landscape sprinkler systems should be installed and maintained by the homeowner.
	 Remove any local accumulations of woody or combustible material (e.g., no woodpile or yard waste accumulations).
, , ,	Remove any over mature, dead or dying shrubs and trees.
	 Plant only fire resistant trees and shrubs. A list of fire resistant plants and trees can be found at the fire smart canada website (<u>https://www.firesmartcanado.ca/images/uploads/resources/FireSmart-Guide-to- Lanscoping.pdf</u>).

6.0 Final Remarks

The Town of Gibsons requires that a Wildland Fire Interface Protection Plan be developed for this proposed development. Planners, engineers, and landscape architects should refer to this report and the FireSmart manual during the design phase of this development. All construction operations should be conducted according to the Wildfire Act and the regulations. Following these regulations will help reduce liability and protect the development.

This project has been planned with the protection of sensitive forested ecosystems as a priority. Considering the sensitivities of these natural areas, some concessions have been made related to tree removal within the wildland interface. Because of this the project will not meet all of the Firesmart standards, however if the other recommendations made within this report are complied with, wildfire risk to life and property will be substantially reduced.

If there are any questions or concerns as to the contents of this report, please contact us at any time.

Sincerely,

Supervisor:

Project Staff:

Mike Coulthard, R.P.Bio., R.P.F. Senior Forester, Biologist Certified Tree Risk Assessor (46)

Kristian Short, Cert. Horticulture ISA Certified Arborist (PN-8029 A) ISA Qualified Tree Risk Assessor (TRAQ) BC Parks Wildlife and Danger Tree Assessor (P2229)

Appendix 1 Wildland Urban Interface Plots

Wildfire Threat As	sessment Wor	ksheet - Fuel Setting Scoring	
Location	Plot 1	Date	22-May
Assessor	KS		
Crown species composition (species %)		Cw,Dr,Mb,Fd	

Wildfire Threat As	sessment Worl	sheet - Priority Setting Scorn	a internet in the second s
Location	Plot 2	Date	22-May-18
Assessor	KS		
Crown species composition (spa	scies %}	Fd, Ra, Cw	

Component/subcomponent	FULLDOWNS	SCORE						
Depth of organic layer	5-<18	5						
Surface	and laddes tuel (1-3m in h	eighti						
Surface fuel composition	deciducius shrubs	4						
Sead and down material								
continuity (<7cm)	Scattered <10% coverage	4						
Ladder fuel composition	Mixedwood	3						
Ladder fuei horizonta:								
continuity	Patchy 40-60% coverage	8						
Stems/ha (understory)	<900	2						
Stand structure an	Stand structure and composition (dominant and co-dominant)							
Overstory composition/CBH	Mixwood 75%	7						
Crown closure	41-60%	2						
Fuel strata gap	3-6	7						
Stems/ha (overstory)	601-900	3						
Dead and dying (% of dominant and co-dominant stems)	Standing dead/partial down <20%	2						
Comments:	TOTAL	2 						
	RATING	MODERATE						

Component/subcomponent	PULLDOWNS	SCORE
Depth of organic layer	1-<5	3
Surface	and ladder fisel (.1-3m in l	veight)
Surface fuel composition	deciduous shrubs	4
Dead and down material		
continuity (<7cm)	10-25% coverage	8
Ladder fuel composition	Mixedwood	3
Ladder fuel horizontal	Scatered 10-30%	
coatinuity	coverage	8
Stems/ha (understory)	900	2
Stand structure ar	ed composition (dominant a	and co-dominant)
	Conifer with moderate	
Overstory composition/CBH	CBH (6-9 m)	12
Crown closure	41-60%	2
Fuel strata gap	6-9	3
Stems/ha (overstory)	601-900	3
Dead and dying (% of dominant and co-dominant stems)	Standing dead/partial down <20%	2
Comments:	TOTAL	47
	RATING	MODERATE

Wildlive Threat Assessment Worksheet - Priority Setting Scoring			Wildfire Threat	Assessment Wo	rksheet - Priority Setting Scorii	12	
Location	Plot 3	Cate	22-May-18	Location	Plat 4	Date	22-May-18
Assessor	83			Assessor	% S		
Crown species composition (species %) Fd, Mb, Cw		Crown species composition (species %)	Fd. Mb, Cw. Dr			

Component/subcomponent	PULLOOWN5	SCORE
Depth of organic layer	5-<10	5
Surface	and ladder fuel (.1-3m in	height)
Surface fuel composition	deciduous shrubs	\$
Dead and down material		
continuity (<7cm)	10-25% coverage	8
Ladder fuel composition	Mixedwood	3
Ladder fuel horizontal	Scatered 10-30%	
continuity	coverage	5
Stems/ha (understory)	<900	2
Stand structure a	nd composition (dominant	and co-dominant}
Overstory composition/CBH	Mixwood 75%	7
Crown closure	41-60%	2
Fuei strata gap	5-9	3
Stems/hə (overstory)	601-900	3
Bead and dying (% of dominant	Standing dead/partial	
and co-dominant stems)	down <20%	2
Comments:	TOTAL	44
	Rating	MODERATE

Component/subcomponent	PULLOOWINS	SCORE	
Depth of organic layer	5-<18	5	
Surface	and ladder fuel (.1-3m in :	height)	
Surface fuel composition	deciduous shrubs	4	
Dead and down material continuity (<7cm)	18-25% coverage	8	
Ladder fuel composition	Mixedwood	3	
Ladder fuel horizontal	Scatered 10-30%		
continuity	coverage	5	
Stems/ha (understory)	<900	2	
Stand structure a	nd composition (dominant	and co-dominant)	
Overstory composition/CBR	Mixwood 58%	5	
Crown closure	20-40%	1	
Fuei strata gap	<3	10	
Sterrs/ha (overstory)	<400	0	
Dead and dying (% of dominant and co-dominant stems)	Standing dead/partial down <20%	2	
Comments:	TOTAL	45	
	RATING	MODERATE	

Low	Moderate	High	Extreme
0 - 43	44 -59	60 - 72	73 - 110



Figure 9. Plot locations

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Appendix 2 Description of Forest Fuel Types

Fuel Type CS - Coniferous dominated stand

The forested area to the south of the development area on a southerly aspect with steep grades has been identified as a C5 stand. The C5 fuel type consists of a mature second growth canopy of even aged, moderately stocked (500 – 800 stems per hectare) conifers. The stand is dominated by Douglas-fir (Pseudotsuga menziesii) with lesser amounts of Western Redcedar (Thuja plicata). This fuel type potentially poses a moderate wildfire threat. It takes a large amount of energy to create a crown fire in this fuel type. In order for a crown fire to generate it would likely require extreme fire weather conditions brought on by higher degrees Celsius than relative humidity (Rh) described as "crossover" in fire weather. Table 5 outlines the general stand characteristics of a C5 stand.

Table 5. Stand characteristics for fuel type CS

Characteristic		9056699500
Surface fuel continuity (% cover)	Low	20-40 % cover
Vegetation fuel composition	Low	Herbs and deciduous shrubs
Fine woody debris continuity (<=7cm) (% cover)	Med	10-25% coverage
Large woody debris Continuity (>=7cm) (% cover)	Low	<10% coverage
Live conifer canopy closure (%)	Med	41-60% crown closure
Live deciduous canopy closure (%)	High	<20% crown closure
Live and dead conifer crown height (m)	Low	3-5m
Live and dead suppressed and understory conifer (stems/ha)	Low	<500 stems/ha

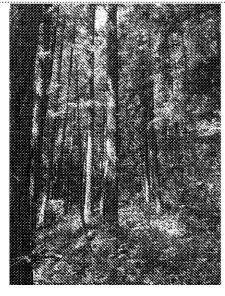


Photo 3. View of conifer stand to south of development area

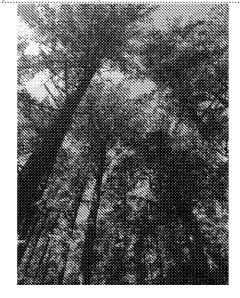


Photo 4. View of crown closure within conifer stand.

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Fuel Type M2 - Mixed conifer and deciduous stand

Most of the forest within 500m of the development site has been classified as mixed. These areas consist mostly of Red alder, Western redcedar and Douglas-fir. Stand density is variable ranging from 600 to more than 1,000 stems per hectare.

The fire behavior potential in these stands varies depending on the percentage content of coniferous species. Most of the stands adjacent to the site have a coniferous component of approximately 75% and pose a moderate risk to the site. There are isolated groups of conifers that pose a moderate risk. The M2 stand poses a moderate wildfire risk to the subject site, but if a surface fire did start it would be unlikely to become a crown fire. Table 6 outlines general stand characteristics.

Table 6. Stand characteristics for fuel type M2

		Description
Surface fuel continuity (% cover)	Low	20-40 % cover
Vegetation fuel composition	Low	Herbs and deciduous shrubs
Fine woody debris continuity (<=7cm) (% cover)	Low	Scattered, <10% coverage
Large woody debris Continuity (>=7cm) (% cover)	Low-Med	10-25% coverage
Live conifer canopy closure (%)	Low-Med	20-40% crown closure
Live deciduous closure (%)	Med	20-40% crown closure
Live and dead conifer crown height (m)	Med	2-<3 m
Live and dead suppressed and understory conifer (stems/ha)	Very Low	0-500 stems/ha

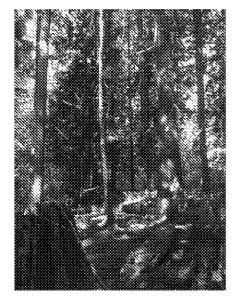


Photo 5. View of mixed stand

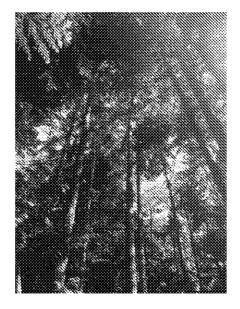


Photo 6. View of crown closure within mixed stand

Fuel Type M2/D1 – Deciduous dominated stand

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There is an area to the south of the development site that has many deciduous shrubs and small trees but also has widely spaced conifers and long grass that will likely become cured in the summer months and can pose a moderate wildfire risk. This small area although dominated by deciduous species likely has a higher fire potential than most deciduous stands which is why it has been labeled as M2/D1 and given a 'moderate' risk of wildfire opposed to 'low' which deciduous generally has.

D1 fuel types typically have less than 20% coniferous component and are dominated by even aged native deciduous trees such as Red Alder (Alnus rubra), Bigleaf Maple (Acer macrophyllum), and/or Black Cottonwood (Populus balsamifera ssp. Balsamifera). D1 fuel types have a low flammability and would not support a fast spreading, high intensity wildfire. D1 stands pose a low wildfire risk and are expected to act as fuel breaks decreasing the overall wildfire threat to the site. Table 7 outlines general characteristics of D1.

95929393959		Social (State)
Surface fuel continuity (% cover):	Low	20-40 % cover
Vegetation fuel composition	Low	Herbs and deciduous shrubs
Fine woody debris continuity (<=7cm) (% cover)	Low	Scattered, <10% coverage
Large woody debris Continuity (>=7cm) (% cover)	Low-Med	10-25% coverage
Live conifer canopy closure (%)	Very low	< 20% crown closure
Live deciduous canopy closure (%)	Very low	>80% crown closure
Live and dead conifer crown height (m)	Very low	5m+ or <20% conifer crown closure
Live and dead suppressed and understory conifer (stems/ha)	Very Low	0-500 stems/ha

Table 7. D1 general stand characteristics

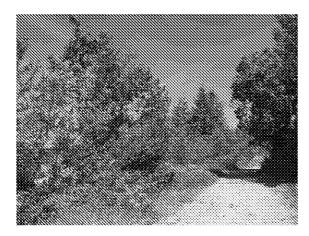


Photo 7. View of stand classified as M2/D1.

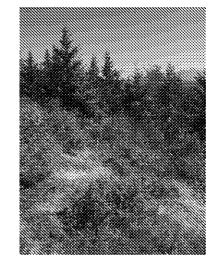


Photo 8. M2/D1 stand bordered by coniferous stand.

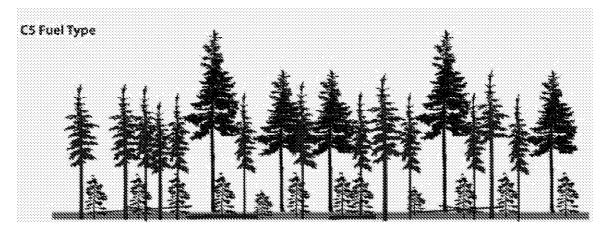
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Appendix 3 Generic Description of Coastal Fuel Types

The current Canadian Forest Fire Behavior Prediction (FBP) System does not include coastal forests in their fuel type descriptions. These fuel types reflect stand conditions that were modeled to predict fire behavior potential. On the coast the fuel type that most closely represents forest stand structure and conditions has been used. The following fuel types are the most common interpretations used on the coast.

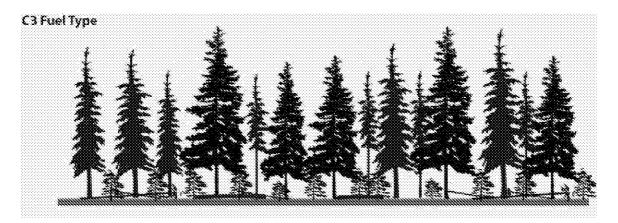
C5 -- Uniform Second Growth Conifer Stand -- Moderate Risk

This fuel type is characterized by mature second growth stands dominated by Western Red Cedar (Thuja plicata) and Western Hemlock (Tsuga heterophylla). There can be small component of dominant Douglas-fir (Pseudotsuga menziesii) in the overstory. This fuel type is moderately dense (500-1000 stems per ha) and has a high crown base height of 10 to 15m. The understory is of moderate density, usually consisting of Western Redcedar and Western Hemlock regeneration. The ground fuel component consists of moderately dense fine fuel layer (>7cm) and a low percent cover of large woody debris (>7cm). It takes a large amount of energy to create a crown fire.



C3 - Multistoried Second Growth Conifer Stand - High Risk

This fuel type is characterized by a uniform mature second growth conifer dominated stand. This stand consists of mature Western Red Cedar (Thuja plicata) and Western Hemlock (Tsuga heterophylla). There is also a minor component of dominant Douglas-fir (Pseudotsuga menziesii) in the stand. Compared to a C5 stand, a C3 stand is more densely stocked (1000-2000 stems per ha) and there is a lower crown base height (usually 4-8 m). The understory is more densely stocked with Western Redcedar and Western Hemlock. The ground fuel component consists of moderately dense fine fuel layer (>7cm) and a low percent cover of large woody debris (>7cm). A crown fire in a C3 stand takes less energy to create than a C5 stand.



M2 - Mature Stands Consisting of a mix of Conifer and Deciduous Trees – Low to Moderate Risk

This fuel type consists of a mixed conifer and deciduous tree type. This stand is not uniform in structure and is composed of a wide variety of species. These may include and not limited to:

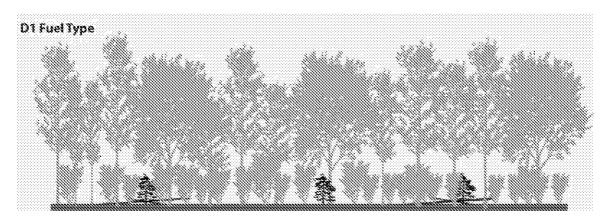
Western Red Cedar (Thuja plicata), Western Hemlock (Tsuga heterophylla), Douglas-fir (Pseudotsuga menziesii), Red Alder (Alnus rubra), Bigleaf Maple (Acer macrophyllum), and Paper Birch (Betula papyrifera).

These stands usually consist of less than a 70% of conifer trees, reducing the wildfire risk. There is usually a low crown height (5m) and a high percentage of ladder fuels. There is a high percent cover of suppressed trees, but they are usually composed of deciduous species.



D1 - Deciduous Dominated Stands -- Low Risk

This fuel type is dominated by deciduous trees consisting mostly of Red Alder (Alnus rubra), Bigleaf Maple (Acer macrophyllum), and Paper Birch (Betula papyrifera). D1 stand structure is not uniform with a wide variety of tree ages. There is a well-developed shrub layer, but is mostly composed of low-flammable species. Crown fires are not expected because of the deciduous fuel type. D1 stands on the coast can be used as fuel buffers as they present a low wildfire risk.



C4 - Uniform Densely Stocked Conifer Stand

This fuel type is rare within the lower mainland as it is mostly defined by densely stocked Lodgepole pine (Pinus contorta). This fuel type can be found more towards Squamish and Pemberton. Some small densely stocked Western Red Cedar (Thuja plicata), Western Hemlock (Tsuga heterophylla), and Sitka Spruce (Picea sitchensis) can be found in the Lower Mainland, but these stands are often isolated and small. Stands are densely stocked, (approximately 10,000-30,000 stems/ha) with a large quantity of fine and large woody debris. These stands are characterized as having vertical and horizontal fuel continuity. The shrub community in this stand is of very low density.

Appendix 4 Resources and Links

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Appendix 5 Description of Terminology

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Rest (Deficition
Co-dominant Trees	Defines trees with crowns forming the general level of the main canopy in even-ageo groups of trees, receiving full light from above and partial light from the sides.
Coarse fuels (coarse woody debris)	Combustible material over 7cm in diameter
Crown base height	The height, above ground, where the live crown of coniferous trees begins. Measured in meters (m).
Crown Closure	An assessment of the degree to which the crowns of trees are nearing general contact with one another. The percentage of the ground surface that would be considered by a downward vertical projection of foliage in the crowns of trees.
Diameter at Breast Height	The diameter of a tree measured at 1.3m above the point of germination.
Dominant Trees	Defines trees with crowns extending above the general level of the main canopy of even-aged groups of trees, receiving full light from above and comparatively little from the sides.
Fire-resistant materials	These meet the acceptance criteria of CAN/ULC-S101, (Fire Endurance Tests of Building Construction and Materials)
Fuel Break	An area of non-combustible materials that inhibits the continuous burning of fuels.
Fuel Load	The mass of combustible materials expressed as a weight of fuel per unit area.
Fuel Moisture	Percent water content of vegetation. This is an important factor in rate of spread.
Fuel Types	Classification of forested stands as described by Canadian Forest Fire Behavior Prediction (FBP) System. There are currently no fuel type classifications specific to coastal fuels.
Fine fuels (fine woody debris)	Combustible woody debris under 7cm in diameter.
Fire Behaviour	The manner in which a fire reacts to the influences of fuel, weather, and topography
Intermediate Trees	Defines trees with crowns extending into the lower portion of the main canopy of even-aged groups of trees, but shorter in height than the co-dominants. These receive little direct light from above and none from the sides, and usually have small crowns that are crowded on the sides.

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Term	Deficition
Ladder Fuels	Live or dead vegetation that allows a fire to burn into the canopy (crown) of a forested stand.
Lift Pruned	The removal of ladder fuels to increase the crown base height.
Litter Layer	Surface buildup of leaves and woody material.
Live Crown Ratio	Is the percentage of the total stem length covered with living branches. It provides a rough but convenient index of the ability of a tree's crown to nourish the remaining part of the tree. Trees with less than 30 percent live crown ratio are typically weak, lack vigor, and have low diameter growth, although this depends very much on the tree's age and species.
Non-combustible materials	Means that a material meets the acceptance criteria of CAN/ULC S114, (Standard Method of test for determination of non-combustibility in Building Materials)
Open Grown	Defines trees with crowns receiving full light from all sides due to the openness of the canopy.
Rated roofing materials	Class A, B or C is a measure of the external spread of flame on a roof surface. Tests are conducted using CAN/ULC S107M methods of fire tests of roof coverings, or equivalent. The best rating achieved is Class A, which may be described as effective against severe fire exposure.
Spotting	Fire producing sparks or embers that are carried by the wind and start new fires.
Stems Per Hectare	The number or size of a population (trees) in relation to some unit of space (one hectare). It is measured as the amount of tree biomass per unit area of land.
Suppressed Trees	Defines trees with entirely below the general level of the canopy of even-aged groups of trees, receiving no direct light either from above or from the sides.
Wildfire	An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, lightning strikes, downed power lines, and all other wildland fires where the objective is to put the fire out.

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Appendix 6 Fire Resistant Plants for Landscaping

Fire resistant and drought tolerant ground covers	Fire resistant and drought tolerant perennials
 Achillea species (when mowed, turf alternative) Ajuga reptans Arctostaphaylos uva-ursi Autennaria rosea Aubrieta detoidea Ceanothus prostatus Cerastium tomentosum Dianthus species Delosperma nubigenum and the less cold hardy cooperi Fragaria species (turf alternative) Phlox subulata Sedums Semperviums Thymus praecox turf alternative) Veronica species 	 Achillea species Armeria maritima Aquilegia Aurinia saxatilis Coreopsis Echinacea purpurea Epilebium angustifolium Gaillardia varieties Geranium species Helianthemum Hemerocallis Kniphofia uvaria Iris - bearded Lavendula Lupinus Penstemon Oenothera species Papaver orientale Perovskia atriplicifolia Ratibida columnifera Salvia species
Fire resistant and drought tolerant shrubs:	Fire resistant and drought tolerant trees
 Amelanchier alnifolia Caryopteris x clandonesis Ceanothus Cistus Cotoneaster species Euonymus alatus Fremontoden on californium Fuchsia (dieback) Gaultheria shallow Holodiscus discolour Lagerstroemia indica Mahonia Pachystima myrsinites Philadelphus speceis Paxistima myrthifolia Pyracantha species Ribes species Ribes species Rosa species and hardy own root shrub Spiraea bumalda Symphoricarpos albus Syringa vulgaris, spidouglasii Yucca species 	 Acer circinatum, glabrum, macrophyllum, plantanoides, rubrum Aesculus hippocastanum Alnus rubra tenuifolia Betula species Catalpa speciosa Celtis occidentalis Cercis canadensis Cornus florida, stolonifera, nuttallii Crataegus species Fagus species Fraxinus species Gingko biloba Gleditsia triacanthos Gymnocladus dioicus Juglans Liquidambar styraciflua Malus species Propulus species Prunus cherry Quercus agrifolia, rubra, palustria, garryana Robinia pseudoacacia Salix species

Source: Master Gardeners Association of BC. http://mgabc.org/node/1514.

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Limitations

- 1. Except as expressly set out in this report and in these Assumptions and Limiting Conditions, Diamond Head Consulting Ltd. ("Diamond Head") makes no guarantee, representation or warranty (express or implied) with regard to: this report; the findings, conclusions and recommendations contained herein; or the work referred to herein.
- 2. This report has been prepared, and the work undertaken in connection herewith has been conducted, by Diamond Head for the "Client" as stated in the report above. It is intended for the sole and exclusive use by the Client for the purpose(s) set out in this report. Any use of, reliance on or decisions made based on this report by any person other than the Client, or by the Client for any purpose other than the purpose(s) set out in this report, is the sole responsibility of, and at the sole risk of, such other person or the Client, as the case may be. Diamond Head accepts no liability or responsibility whatsoever for any losses, expenses, damages, fines, penalties or other harm (including without limitation financial or consequential effects on transactions or property values, and economic loss) that may be suffered or incurred by any person as a result of the use of or reliance on this report or the work referred to herein. The copying, distribution or publication of this report (except for the internal use of the Client) without the express written permission of Diamond Head (which consent may be withheld in Diamond Head's sole discretion) is prohibited. Diamond Head retains ownership of this report and all documents related thereto both generally and as instruments of professional service.
- 3. The findings, conclusions and recommendations made in this report reflect Diamond Head's best professional judgment in light of the information available at the time of preparation. This report has been prepared in a manner consistent with the level of care and skill normally exercised by arborists and foresters currently practicing under similar conditions in a similar geographic area and for specific application to the trees subject to this report as at the date of this report. Except as expressly stated in this report, the findings, conclusions and recommendations set out in this report are valid for the day on which the assessment leading to such findings, conclusions and recommendations or prevailing professional standards and best practices change at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if generally accepted assessment techniques and best practices change.
- 4. Conditions affecting the trees subject to this report (the "Conditions", including without limitation structural defects, scars, decay, fungal fruiting bodies, evidence of insect attack, discoloured foliage, condition of root structures, the degree and direction

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of lean, the general condition of the tree(s) and the surrounding site, and the proximity of property and people) other than those expressly addressed in this report may exist. Unless otherwise stated: information contained in this report covers only those Conditions and trees at the time of inspection; and the inspection is limited to visual examination of such Conditions and trees without dissection, excavation, probing or coring. While every effort has been made to ensure that the trees recommended for retention are both healthy and safe, no guarantees, representations or warranties are made (express or implied) that those trees will remain standing or will not fail. The Client acknowledges that it is both professionally and practically impossible to predict with absolute certainty the behaviour of any single tree, or groups of trees, in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential for failure and this risk can only be eliminated if the risk is removed. If Conditions change or if additional information becomes available at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification of Conditions change or additional information becomes available.

- 5. Nothing in this report is intended to constitute or provide a legal opinion, and Diamond Head expressly disclaims any responsibility for matters legal in nature (including, without limitation, matters relating to title and ownership of real or personal property and matters relating to cultural and heritage values). Diamond Head makes no guarantee, representation or warranty (express or implied) as to the requirements of or compliance with applicable laws, rules, regulations, or policies established by federal, provincial, local government or First Nations bodies (collectively, "Government Bodies") or as to the availability of licenses, permits or authorizations of any Government Body. Revisions to any regulatory standards (including bylaws, policies, guidelines an any similar directions of a Government Bodies in effect from time to time) referred to in this report may be expected over time. As a result, modifications to the findings, conclusions and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if any such regulatory standard is revised.
- 6. Diamond Head shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
- 7. In preparing this report, Diamond Head has relied in good faith on information provided by certain persons, Government Bodies, government registries and agents and representatives of each of the foregoing, and Diamond Head assumes that such information is true, correct and accurate in all material respects. Diamond Head accepts no responsibility for any deficiency, misinterpretations or fraudulent acts of or information provided by such persons, bodies, registries, agents and representatives.

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- 8. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
- 9. Loss or alteration of any part of this report invalidates the entire report.

EXHIBIT G GEOTECHNICAL COVENANT (COVENANT CA8418359)

See attached.

s: Re	gistered Doc	:#: CA841	18359		RCVD: 2020-09-09 RQST: 2024-03-11 21.5	
	(Charge) NEW WESTMINSTER L	AND TI	TLE C	OFFICE	DECLARATION(S) ATTACHE	
	ND TITLE ACT Sep-09-2020	15:58:5	7.001		CA8418359	
	RM C (Section 233) CHARGE NERAL INSTRUMENT - PART 1 Province of British (PAGE 1 OF 95 PAGES	
	Your electronic signature is a representation that you a		nate auth	horized to		
	certify this document under section 168.4 of the Land 2 that you certify this document under section 168.41(Title Act, F	RSBC 19	96 c.250	, Pivnick Angus Pivnick HWNY26	
	execution copy, or a true copy of that execution copy, is in			u unatan	HWNY26 15:57:02 -07'00'	
1.	APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent) DS LAWYERS CANADA LLP					
	800 - 543 Granville St. File: 5711.1					
	N/		(^	Т	el: (604) 669-8858	
	Vancouver BC Document Fees: \$74.87	V6C 1>	(8)			
2.	PARCEL IDENTIFIER AND LEGAL DESCRIPTION O				Deduct LTSA Fees? Yes	
	[PID][LEGAL DESCRIP]010-827-200BLOCK 7 DISTRICT I	-				
	010-827-200 BLOCK 7 DISTRICT L	OT 842	PLAN	N 6755		
	STC? YES					
3.	NATURE OF INTEREST	CH	IARGE I	NO.	ADDITIONAL INFORMATION	
	Covenant				SECTION 219 LAND TITLE ACT	
4.	TERMS: Part 2 of this instrument consists of (select one	only)				
ч.	(a) ☐ Filed Standard Charge Terms D.F. No. A selection of (a) includes any additional or modified term	, niry)	(b)	Expres	ss Charge Terms Annexed as Part 2	
5.	A selection of (a) includes any additional or modified term TRANSFEROR(S):	is referred	to in Iter	n / or in a	a schedule annexed to this instrument.	
5.	GREENLANE HOMES LTD., INC. NO.	BC105	2102			
	GREENEANE HOMES ETD., INC. NO.	DC103	0102			
6.	TRANSFEREE(S): (including postal address(es) and pos	al code(s)))			
	TOWN OF GIBSONS					
	474 SOUTH FLETCHER ROAD, BOX 3	340				
	GIBSONS	В	RITIS	H COL	LUMBIA	
	VON 1V0	C	ANA	AC		
7.	ADDITIONAL OR MODIFIED TERMS:					
8.	EXECUTION(S): This instrument creates, assigns, modif	ies, enlarge	es, discha	arges or g	overns the priority of the interest(s) described in Item 3 and	
	the Transferor(s) and every other signatory agree to be bo					
	charge terms, if any. Officer Signature(s)	Ex	ecution	Date	Transferor(s) Signature(s)	
		Y	M	D	TOWN OF GIBSONS by its	
	Lorraine Coughlin				authorized signatories:	
	Commissioner for Taking Affidavits in British Columbia	20	06	18	-	
	-				W. Beamish, MAYOR	
	474 South Fletcher Road Gibsons, BC V0N 1V0					
	(as to all signatures)				Lindsey Grist, CORPORATE	
	· · · · · · · · · · · · · · · · · · ·		1		OFFICER	

OFFICER CERTIFICATION:

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

1. **THE GRANTOR COVENANTS AND AGREES** with the Town that:

- (a) the Lands and all buildings and structures thereon shall not be used for any purpose except residential use and those uses permitted in the Town's Zoning Bylaw No. 1065, 2007 for the subject property and in accordance with this Agreement;
- (b) hereafter, no building or structure shall be located, constructed, reconstructed, moved or extended on the Land except in accordance with the recommendations and conditions specified in the following geotechnical reports, copies of which are annexed to this Agreement as Schedules 'A' through 'E':
 - Schedule 'A' Report titled "Preliminary Geotechnical Assesment: Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons, B.C." completed by Kontur Geotechnical Consultants Inc., dated December 27, 2018 and revised September 19, 2019;
 - (ii) Schedule 'B' Report titled "Geotechnical Exploration and Report: Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons, B.C." completed by Kontur Geotechnical Consultants Inc., dated January 31, 2019;
 - (iii) Schedule 'C' Letter titled "Geotechnical Addendum Letter, Proposed Residential Development – Gospel Rock Village, Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated September 18, 2019;
 - (iv) Schedule 'D' Letter titled "Geotechnical Addendum Letter 02, Building Setbacks for Proposed Residential Development – Gospel Rock Village, Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated February 5, 2020;
 - (v) Schedule 'E' Letter titled "Geotechnical Addendum Letter 03, Rock Slope and Foundation Stabilization Measures – Gospel Rock Village, Lot 56, 57, and 58 (Block 7 DL 842 Group 1 NWD Plan 6755) Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated April 8, 2020;
- (c) no fill shall be placed on the Lands without authorization of a Fill Permit or a Building Permit and unless the Grantor first:
 - (i) submits to the Town a detailed plan prepared by a BC Land Surveyor or a registered professional engineer showing the existing, proposed and finish elevations, drainage details, site

details, property lines, the location of buildings on lots adjacent to the proposed fill, cross sections and any other information relevant to the fill placement;

- (ii) obtains liability insurance respecting the proposed fill placement, with the Town named as an additional insured;
- (iii) signs a Town Work Order agreeing to pay the full costs of emergency works or street cleaning arising from the fill placement; and
- (d) notwithstanding anything herein, the Grantor shall, at the Grantor's sole expense:
 - (i) duly and properly comply with all its obligations under Development Permit No. DP-2019-06 and this Agreement; and
 - (ii) comply with all recommendations and further recommendations of the geotechnical engineer who prepared the Geotechnical Report; and
- (e) the Grantor shall do or cause to be done, at the expense of the Grantor, all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office, save and except those specifically approved in writing by the Town or in favour of the Town.
- 2. The Grantor shall reimburse the Town for any expenses that it may incur as a result of a breach of section 1 by the Grantor, on a solicitor and own client basis in the case of expenses for legal services.
- 3. The Grantor, with full knowledge of the potential for events of erosion, land slip, or rock falls, whether or not the provisions of this Agreement are complied with, and with full knowledge of the fact that the Lands are located in a hazardous area, and for the consideration referred to above, and in consideration of the approvals given by the Town, hereby
 - (a) releases the Town and its elected officials, officers, employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands (hereafter collectively called "Claims"); and
 - (b) covenants and agrees to effectually indemnify and to save harmless the Town and its elected officials, officers, employees, servants and agents against all Claims by whomsoever brought and of whatsoever nature, which the Town or its elected officials, officials, employees, servants or agents, or any of them, may suffer or incur or be put to, arising out of, caused or alleged to be caused in whole or in part by, or in connection with or allegedly in connection with the proposed development of the Lands including, without limitation, Claims arising or allegedly arising from:

- (i) any breach or alleged breach of any covenant, agreement, term or condition on the part of the Grantor contained in this Agreement;
- (ii) any loss or damage to any works or services, or any present or future building, improvement, chattel or structure, including the contents of any of them, situated, built, constructed, erected, installed or placed on the Lands or any other lands, including without limitation, any property owned in whole or in part by the Town or which the Town by duty or custom is obliged, directly or indirectly, in any way or to any degree to construct, repair, or maintain, caused or alleged to be caused directly or indirectly by any event or any alleged event of erosion, land slip, or rock falls, whether or not the provisions of this Agreement are complied with;
- (iii) any personal injury or death of any occupants, guests or invitees presently or hereafter attending or residing on the Lands, caused or alleged to be caused directly or indirectly by any event or any alleged event of erosion, land slip, or rock falls, whether or not the provisions of this Agreement are complied with;
- (iv) the disturbance of any existing soil or ground cover on the Lands, the issuance of any development, building or other permit covering the Lands or any part thereof, the construction, installation, reconstruction, alteration or placement of any building, utility, work, service, improvement, chattel or structure, including the contents of any of them, upon the Lands, and without limiting the generality of the foregoing, for any damages caused or alleged to be caused directly or indirectly by any event or any alleged event of erosion, land slip, or rock falls, whether or not the provisions of this Agreement are complied with;
- (v) any act or omission carried out by or not carried out by the Town, its elected officials, officers, servants, agents or employees in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office; and
- (vi) all expenses and costs which may be incurred by reason of liens for nonpayment of labour or materials, workers' compensation, unemployment insurance, Federal or Provincial tax, check-off or encroachments owing to mistakes in survey.
- 4. **IT IS MUTUALLY UNDERSTOOD,** agreed and declared by and between the parties hereto that:
 - (a) the Town has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement;

- (b) nothing contained or implied herein shall obligate the Town to enforce the provisions of this Agreement;
- (c) nothing contained or implied herein shall prejudice or affect the rights and powers of the Town in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
- (d) the covenants set forth herein shall run with the Lands and each and every part into which the Lands may be subdivided or consolidated by any means (including subdivision plan, reference or explanatory plan, strata plan, bare land strata plan or lease), but no part of the fee of the Lands passes to or is vested in the Town under or by this Agreement. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Town and that this Agreement may be modified by agreement of the Town with the Grantor, or discharged by the Town, pursuant to the provisions of Section 219(9) of the Land Title Act;
- (e) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- (f) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (g) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- (h) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia;
- (i) no waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party;
- (j) if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement; and
- (k) Schedules "A", "B", "C", "D", and "E" being a copy of the Geotechnical Reports and Letters, forms part of this Agreement.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule A

Report titled "*Preliminary Geotechnical Assessment: Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons, B.C.*" completed by Kontur Geotechnical Consultants Inc., dated December 27, 2018 and revised September 19, 2019;



PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C.

Document Type: Issued for Development and Subdivision Permit

Date: December 27, 2018 (Revised September 19, 2019)

Project No.: K-191102-00

Submitted to:

Mr. Ji Yongqiang of Greenlane Homes Ltd. c/o JYW Architecture Inc. Unit 211-211 Columbia Street Vancouver, B.C. V6A 2R5

Webster Engineering Ltd. 3745 Delbrook Ave. North Vancouver, B.C. V7N 324

By Email: Michelle Fisher michelle@webstereng.net

Submitted by:

Kontur Geotechnical Consultants Inc.

Unit 65, 1833 Coast Meridian Road, Port Coquitlam BC % 778 730 1747 | % info@kontur.ca | % www.kontur.ca

> Per: Matthew Yip MEng PEng Reviewed by: Evan Sykes PEng

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December 27, 2018 (Revised September 19, 2019) Project No.: K-191102 00 PRELIMINARY GEOTECHNICAL ASSESSMENT

Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 NWD Plan 6755, Globons B.C.

1.0 INTRODUCTION

Kontur Geotechnical Consultants Inc. (Kontur) has completed this *Preliminary Geotechnical Assessment* for the above-referenced project. The purposes of the assessment were to characterize the site from a geotechnical point-of-view and to provide geotechnical comments and recommendations related to subdivision and site development. Detailed geotechnical design recommendations are provided in a separate report.

This report, which summarizes the findings of the assessment, has been prepared in accordance with standard and widely accepted geotechnical engineering principles and practices for similar developments in this region. This report does not address any environmental issues related to the proposed project.

Review and use of this report should be completed in accordance with the attached *Interpretation and Use of Study and Report* document. This document is an integral part off this report and should be read in conjunction with all parts of this report.

2.0 UNDERSTANDING OF PROJECT

It is Kontur's understanding that it is planned to subdivide and develop the above-referenced site. A total of about 47 single-family residential lots and a mixed-use/commercial area will be developed. The project will consist of about five (5) new roads (Cross Rock Way, Village High Street, Village Crescent, Prospect Place, Road C, and an Emergency Access Road) and associated infrastructure. Off-site improvements to Chaster and Gower Point Roads will also be completed and include widening and pavement re-surfacing. Significant fill slopes and retaining walls are also anticipated due to the existing topography of the site. a cast-in-place reinforced concrete wall is being considered along the north side of Village High Street, with the remaining retaining walls likely to consist of stacked rock.

3.0 SOURCES OF INFORMATION

The following sources of information were reviewed as part of the study presented in this report:

- Design Drawings prepared by Webster Engineering Ltd.
- Surficial geology maps of the area and nearby
- Nearby Water Well records;
- » Review of Kontur's in-house geotechnical database and experience of the area; and,
- A site reconnaissance completed by a Senior Geotechnical Engineer on November 24th, 2018.

This report is based on the site reconnaissance completed by Kontur.

4.0 SITE DESCRIPTION

4.1 General

The location and general site layout are shown on the attached Figure 1, in Appendix B of this report. Select photographs are shown in Appendix C.

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The legal description of the project site is Block 7 DL 842 Group 1 NWD Plan 6755. Part of the development will include an emergency access road and extension of Cross Rock Way from Chaster Street to the development through Block 6, located to the west of the site.

The project site is situated on the top of a wide bedrock ridge that is located above the juncture between the Strait of Georgia and the Shoal Channel. The project site covers an area of about 18.8 ha (46.54 acres), not including Block 6. The project site is about 480m long (north to south) and 460m wide (west to east). The west side of the project site is bounded primarily by undeveloped residential land; however, developed single-family residential properties bound the south-west corner of the project site. the north side of the project site is bounded by the eastern end of Chaster Road with a frontage of about 40m along the road. The remaining part of the project site is bounded by an undeveloped residential property to the north. The north part of the section of the development (emergency access and roadway) within Block 6 is bounded by about 360m of Chaster Road to the north. The southern and eastern sides of the project site is bounded by the north.

The project site has a network of walking trails and old logging roads that have been used by local residents. A chain link fence was noted to border the west and north sides of the site along the property boundary; however, sections of the fence had been removed where walking trails extended on either side.

Review of historical aerial photographs that date back to about 1947 indicate various logging activities and construction of residential properties adjacent to and within the project site.

4.2 Surface Conditions

In general, from about the centre of the northern property boundary, the ground surface extends to the south (south-southeast) direction over a wide bedrock ridge over a horizontal distance of about 330 to 340m to a district break-in-slope. This 'line' roughly marks the apex of the ridge and is located at an elevation of about 100m, geodetic. The bedrock ridge is roughly about 150 to 180m in width (west to east).

The west side of the ridge gently to moderately slopes down to the west over a series of bedrockcontrolled slopes and steps at an average inclination of about 5(H):1(V) to 8(H):1(V) to an elevation of about 80m geodetic. Localized bedrock slopes and steps are steeply sloped to near-vertical in places.

The east side of the ridge is comprised of two gently sloped benches that drop down to the east. the upper bench is about 50 to 80m wide and sloped at an average inclination of about 6(H):1(V) to 8(H):1(V). the lower bench located at an elevation of about 75m geodetic, and is about 60 to 70m wide. The lower bench slopes down to the east at an average inclination of about 10(H):1(V). The slope between the benches is about 4(H):1(V) to 5(H):1(V). the east side of the lower bench is marked by a distinct break-in-slope at an elevation of about 70m, geodetic.

A distinct break-in-slope wraps around the south and east sides of the bedrock ridge at an elevation between about 80 (south) to 70m (east), geodetic. The break-in-slope marks the top of a steep bedrock-controlled slope that drops down to the south and east to the Natural Boundary of the Sea. The slope is comprised of a series of steep slopes and bluffs that have an average inclination of about 1(H):1(V) to 1.5(H):1(V). Bedrock bluffs or steps within the slope generally range from 1 or 2m to as much as about 10m in height and are steeply sloped to near-vertical. Gower Point Road wraps around the south and east

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part of the project site at an elevation of about 20m. The road is narrow and about 10m in width. The road is comprised of two lanes and is asphalt-surfaced.

The ground surface to the west of the project site (i.e. Block 6, where the proposed emergency access road and part of Cross Rock Way is proposed), generally slopes down from the north (from Chaster Road) at an average inclination of less than about 10(H):1(V).

Seaward Creek flows form the northwest to the southwest across part of Block 6 to the west of the project site and is located in a well-defined channel that extends into a deeply-incised gulley (below an elevation of about 70m geodetic, or near the centre of the southern boundary of Block 6). Several poorly defined ditches were noted between the western boundary of the project site and Seaward Creek.

At the time of the site visit, scattered accumulations of broken rock fragments were noted below an elevation of about 80 to 90m geodetic. Similarly, throughout the project site, localized accumulations of small rock fragments were noted at the base of some of the steep intermediary slopes and bedrock bluffs.

Sheet-like surface water runoff was noted within Block 6 to the west of the project site near the proposed Road E, F, and the northern part of Cross Rock Way.

4.3 Subsurface Conditions

Interpretation of subsurface conditions at the site is based on the published surficial geology map of the area, observations of soil or bedrock outcrops within the property, and Kontur's nearby and relevant experience. A subsurface geotechnical exploration was not included as part of the scope of work of this report.

According to *Figure 1 – Surficial Geology Sunshine Coast Area* published by the Ministry of Mines and Petroleum Resources BC, the site is underlain by Bedrock Outcrops. These outcrops are 'mostly bare rock with thin patches of overburden, usually till or marine veneer'. A geological boundary is noted to the west and north of the project site, where Capilano Sediments (marine and glacio-marine deposits) comprised of varied gravelly, sandy, stoney, clay, and clay veneer (typically over till) is encountered to the west, and Pre-Vashon Drift Sediments of gravel, sand, and silt, are noted to occur the north of the site.

Based on the observations of bedrock outcrops noted during the site reconnaissance completed by Kontur and the published surficial geology map of the area, the approximate geological boundaries are noted on Figure 1 attached to this report. The boundary line approximately delineates bedrock-controlled areas.

A static groundwater level is not anticipated to occur within anticipate excavation limits associated with the proposed development; however, perched or localized groundwater levels are expected. Perched and/or localized groundwater levels can occur at shallow depths are largely influenced by periods of prolonged and intense rainfall, rapid snowmelt, and influences from nearby developments. It is noted, that are sheet-like surface water flows were noted to the west of the project boundary (on Block 6).

As reported by others, a static groundwater level within the Gibsons Aquifer is located at an elevation of about 8 to 10m geodetic (for the lower Gibsons Area).

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It is important to note that there is an inherent uncertainty associated with geological conditions and some variation should always be expected. Detailed geotechnical explorations to further document and identify subsurface conditions will be completed as part of subsequent phases of this project and will be reported under a separate report cover.

5.0 DISCUSSION, COMMENTS, AND RECOMMENDATIONS

5.1 General

It is Kontur's opinion that the significant geotechnical considerations associated with subdivision of this site may be related to:

- Establishing appropriate geotechnical setbacks or special provisions to mitigate against potential slope instability parts of the development that are located near steep slopes or bluffs;
- Retaining walls to support fill and/or cut slopes;
- Excavation and site preparation for bedrock-controlled areas and areas underlain by soil;
- Temporary surface water and/or ground water control.

Based on the observations, information, and findings presented above, the following sections outline the geotechnical comments and recommendations provided by Kontur with respect to subdivision and site development.

5.2 Geotechnical Hazard Areas

In this report, and as defined by the *APEGBC Guidelines for Legislated Landslide Assessments for Residential Developments in BC (May 2010 version)*, the term 'Landslide Risk' is defined as a combination of the probability of occurrence of a landslide and the consequence of the landslide (i.e. damage to property, injury or loss of life). As defined by the guideline, the term 'Landslide' refers to 'any movement of rock, debris, or earth down a slope'. The qualitative *Landslide Assessment* completed as part of the study presented herein is based on the site reconnaissance and desk study completed as described in this letter, sound engineering judgement, and Kontur's local and regional experience with landslide hazards, in accordance with widely accepted geotechnical practice in this region.

As described in **Section 4.0** above, the project site is situated primarily along the top of a wide bedrockcontrolled ridge. The ridge is bounded by a steep bedrock-controlled slope and/or series of bluffs to the south and east, where the top of the steep slope/bluff is located at an elevation of about 70 to 80m, geodetic. At the time of the site visit, there were no significant signs of deep-seated slope instability and/or wide-spread mass-wasting along the steep slopes and/or bluffs below the proposed development; however, localized accumulations of rock fragments were noted at the bases of steep slopes and bluffs within and around the property. Bedrock outcrops were generally massive; however, localized zones of moderately to highly fractured bedrock outcrops were also noted. It is Kontur's opinion that the slope/bluffs below the project site may be subject to **Rock Falls, topples, or slides (localized).** These hazards may potentially occur along the bedrock-controlled slopes and bluffs that bound the south and eastern part of the site. It is Kontur's opinion that the project site is not subject to naturally occurring hazards such as avalanche, large-scale land slip, and/or debris flows/torrents, that would influence the project site.

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The project site is located within *Development Permit Area No. 1 – Geotechnical Hazard Areas* as defined by the Town of Gibsons's Official Community Plan (OCP). While it is noted that the Town of Gibsons has not adopted a level of 'landslide safety', the OCP discusses Significant Hazard areas as having probability of occurrences more frequently than about 1:25 to 1:100 annually and Moderate Hazard areas as having a probability of occurrence of between about 1:100 to 1:500 annually.

This terminology or criterion is like that defined by many other jurisdictions in the region, such as those established by the British Columbia Ministry of Transportation and Infrastructure (BCMOTI) and a 1993 report entitled *Hazard Acceptability Thresholds for Development Approvals by Local Government* prepared by Dr. Peter W. Cave. These guidelines may differ from the requirements of the approving authority (Town of Gibsons) and should be compared to acceptability guidelines considered appropriate by the approving authority.

Following the BCMOTI guidelines for subdivision approval, the following criteria has been referenced. It should be noted that these guidelines do not constitute conditions for geological hazard acceptability. The frequency or probability of occurrence of Landslide Hazards can be defined by the following table (Table 1) based on a reference provided by the Resource Inventory Committee, Government of British Columbia Slope Task Force (1996).

Relative Term of Probability of Occurrence	Estimated Annual Probability of Occurrence	Comments		
Very Low	< 1 in 2500 Years	-		
Low	1 in 2500 to 1 in 500 years	Indicates the hazard is of uncertain significance.		
Moderate	1 in 500 to 1 in 100 years	Indicates the hazard within a given lifetime is not likely, but possible. Signs of previous events, such as vegetation damage may not be easily noted.		
High	1 in 100 to 1 in 20 years	Indicates that the hazard can happen within the lifetime of a person or typical structure. Events are clearly identifiable from deposits and vegetation but may not appear fresh		
Very High	> 1 in 20 years	Indicates the hazard is imminent and well within the lifetime of a person or typical structure. Events occurring with a return period of 1 in 20 years or less generally have clear and fresh signs of disturbance.		

Table 1 – Relative Terms and Ranges of Probability of Occurrence

Estimates of the annual return frequencies (probability of occurrence of a landslide) is very complex. In accordance with standard geotechnical and geological engineering practices for this area and type of development, the quantification of these values is based on the qualitative observed site conditions, sound engineering judgement, and all the information available to Kontur at the time this study was completed. Quantification of the estimated probability of occurrence for potential landslide hazards that could impact the development are summarized below.

Based on the observations, interpretations, and findings made by Kontur, the following estimates of annual probability of natural geological hazard occurrences influencing the proposed development are provided (Table 2).

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Hazard	Relative Term of Probability		
Rock Falls, topples, or slides (localized).	Moderate to High		
Avalanche, large-scale land slip, debris flows/torrents	Very Low to Negligible		

It is Kontur's opinion that the landslide hazards identified above are generally limited to the steep slopes and bluffs (slopes steeper than about 1.5(H):1(V)) and a zone immediately above or below these slopes. Therefore, proposed buildings, roadways, and/or other subdivision infrastructure, should be set back an appropriate horizontal distance from the top (crest) or bottom (toe) of any steep slope or bluff as directed by the Geotechnical Engineer. This setback may also vary across the site depending on site specific (localized) conditions. Should an appropriate setback not be reasonably achievable, special slope stabilization measures would be required. These measures could include systems such as deflection/protection barriers/berms and/or rock anchors with wire mesh.

Provided the recommendations herein are implemented, namely that the proposed building meets the recommended geotechnical setbacks, it is Kontur's opinion that the required level of 'landslide safety' can be achieved for the proposed subdivision and development.

5.3 Building Setbacks

As identified above, appropriate geotechnical setbacks from the crest or toe of any steep slope or bluff should be implemented, to protect proposed buildings and infrastructure against potential rock falls, topples, or slides (localized). Where these setbacks are not achieved, special measures to stabilize the slope/bluff may be required as directed by the Geotechnical Engineer.

For **Lots 4 and 13 to 15**, a horizontal setback from the top (crest) of the steep slope or bluff of at least 15m should be implemented for proposed new buildings. Infrastructure, such as the proposed sanitary and storm sewer should also follow this setback. Where this setback is not implemented, slope stabilization measures may be necessary to anchor loose rock fragments or to expose the underlying intact bedrock mass to allow for horizontal setbacks as narrow as 3 to 5m from the top of the steep slope. A site-specific geotechnical assessment should be completed where the above-recommended 15m setback cannot be achieved.

For Lots 3, 45, and A1 to A6, a horizontal setback from the bottom (toe) of the steep slopes or bluffs is recommended. For preliminary purposes, this setback may be defined by a 3(H):1(V) line projected down from the top of the steep slope or bluff. The top of the steep slope or bluff is defined as any slope steeper than 1.5(H):1(V) or near-vertical bluff greater than 2.5m in height. Where this setback is not implemented, rockfall protection measures may be required depending on site specific conditions. Rockfall protection may be in the form of properly scaling the slope/bluff of loose rock fragments, securing larger rock fragments with anchors, and/or by constructing deflection barriers or berms. Site specific review of these lots would be necessary to determine additional rockfall protection details.

All building and/or infrastructure should also be adequately set back from the top of any retaining wall and/or fill slope, unless, the retaining wall or fill slope has been properly designed for the additional surcharge pressures imposed by them.

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- In the case of building foundations, this setback may be defined by a 2(H):1(V) gradient line projected up from the bottom of the wall.
- In the case of engineered fill slopes, this setback may be defined by a 2.5(H):1(V) gradient line projected up from the bottom of the fill slope.

All building foundations and/or infrastructure should be placed beyond/below the above-recommended iminium setback lines. Reduction and/or deviation from these setbacks may be completed at the sole discretion of the Geotechnical Engineer and provided additional/special measures to stabilize the slope, retaining wall, and/or fill slope, are implemented. Detailed site-specific review may be required on a 'lot-by-lot' basis by the Geotechnical Engineer to optimize the above-recommended setbacks and develop detailed site-specific mitigation measures as deemed appropriate. Special mitigation measures may include rockfall mitigation in the form of rock anchors, rock fall mesh, and/or catchment barriers (berms/fences/ditches).

All setbacks as required by the Town of Gibsons must also be followed.

5.4 Retaining Walls

Where retaining walls are required, retaining walls may consist of Gravity or Mechanically Stabilized Earth (MSE) walls. Retaining wall systems such as Stacked Rock and Concrete Lock-block are considered appropriate. Other systems, such as Sierra-scape Walls, Allan-Bock Walls, and/or reinforced concrete, could also be considered.

For Stacked Rock Walls, as-built, the outer face of the wall should be sloped no steeper than 1(H):3(V), up to a height of about 2.5m. For wall heights greater than 2.5m, geogrid panels to act as tie-backs and reinforced the backfill zone are required. Typically, the length of geogrid panels should be at least 0.8H, where H is the height of the wall, and be clamped between each row of rocks and extend into the backfill zone. This length, does not consider any additional surcharge loads placed at or near the top of the wall.

For Concrete Lock-block walls, as-built, the outer face of the wall, should be sloped no steeper than 1(H):5(V). Geogrid panels to act as tie-backs and reinforce the backfill zone are required and should be determined similarly to the Stacked Rock wall described above.

For either retaining wall type, the base of the wall should be keyed-into the subgrade surface. Where bedrock is encountered and sloping away from the wall, additional measures to prevent basal sliding may be necessary. This may include pinning the lowermost row of rocks or blocks to the bedrock surface for additional shear resistance.

5.5 Cut and Fill Slopes

Permanent cut and fill slopes in soil should be sloped no steeper than about 2(H):1(V) with appropriate erosion protection measures implemented. Permanent rock fill slopes should be sloped no steeper than about 1.5(H):1(V). Fill slopes should consist of an approved granular material and be properly compacted in accordance with the Geotechnical Engineer.

Permanent bedrock cut slopes, provided there are no adversely oriented discontinuities in the cut face, may be sloped no steeper than about 1(H):4(V). A catchment zone at the toe of the bedrock cut of at least

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1.5m wide and 0.75m deep should be implemented. For bedrock cut slopes greater than 4.5m in height, the catchment area should be increased to 3m in width.

5.6 Excavation and Blasting Methods

Most of the project site is underlain by bedrock, or bedrock covered with a thin mantle/veneer of overburden soil. Therefore, provision for specialized excavation methods such as blasting of bedrock and large cobbles/boulders, should be planned for. Specialized methods may include the use of hydraulic rock hammering/fracturing, rock splitting, and blasting techniques, to achieve design grades and/or to excavate utility service trenches.

Where blasting techniques are implemented, it is recommended that vibration monitoring during the work be completed in addition to a pre- and post-construction survey of nearby sensitive or important buildings and/or structures.

5.7 Surface and Groundwater Control

As noted above, a significant about of surface water runoff was noted towards the northwest and west sides of the proposed development (Block 6) and consisted of 'sheet-like' flow on the ground surface. Temporary and permanent groundwater control for Roads E, F, and part of Cross Rock Way, should be carefully evaluated.

Temporary control may require temporary ditching, sumps, and pumps, to construct roadways and utility trenches in the dry. It is the Contractor's responsibility to protect subgrade surfaces from becoming loose/soft and saturated. Contractors should also make their own assessments to ensure proper surface and groundwater control during construction is achieved.

Road embankments may need to be designed with a permanent subgrade drainage system to prevent build-up of porewater pressures on the 'upslope' side of the road embankment.

6.0 ADDITIONAL STUDY

A geotechnical exploration program will be completed to better delineate bedrock and overburden zones and develop detailed geotechnical design recommendations for building/structure foundations, roadways, retaining walls, and/or slope stabilization measures. This information will be summarized and presented in a separate geotechnical report.

7.0 CLOSURE

The comments and recommendations presented in this report are based on the referenced information and Kontur's understanding of the project as described herein. If subsurface conditions or project parameters differ from those described in this report, Kontur should be notified promptly to review geotechnical aspects of the project and provide additional or modified comments and recommendations, as deemed appropriate. Contractors should make their own assessments of subsurface conditions at this site and select the construction means and methods that are most appropriate for encountered site conditions.

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This report has been prepared for the exclusive use of Greenlane Homes Ltd., their designated agents or consultants, and the Town of Gibsons. Any use of the information contained in this letter for other than its intended purpose or by any other party must first be verified in writing by Kontur. Kontur does not accept any responsibility or damages because of any other party relying on or using the information, comments, opinions, and recommendations contained in this letter.

Kontur trusts that the information described above meets your current requirements. If you should have any concerns or questions, please do not besitate to contact the undersigned.

Sincerely,

Kontur Geotechnical Consultants Inc.

Per: ND MEDS PERS Principal | Geotechnical Engineer

Reviewed by:

Evan Sykes PEng Principal | Geotechnical Engineer

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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 NWD Plan 6755, Glosons B.C.



APPENDIX A
Interpretation and Use of Study and Report Document

Appendiz C



December 27, 2018 (Revised September 19, 2019) Project No.: K-191102-00

PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 WWD Plan 6755, Glosons B.C.

INTERPRETATION AND USE OF STUDY AND REPORT DOCUMENT

1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering consulting practices in this area. No other warranty, expressed or implied, is made. Engineering studies and reports do not include environmental engineering or consulting. 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF THE REPORT

The Report has been prepared for the specific site, development, building, design or building assessment objectives and purpose that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT. WE WILL CONSENT TO ANY REASONABLE REQUEST BY THE CLIENT TO APPROVE THE USE OF THIS REPORT BY OTHER PARTIES AS "APPROVED USERS". The contents of the Report remain our copyright property and we authorise only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of the Report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make the Report, or any portion thereof, available to any party without our written permission. Any use which a third party makes of the Report, or any portion of the Report, are the sole responsibility of such third parties. We accept no responsibility for damages suffered by any third party resulting from unauthorised use of the Report.

5. INTERPRETATION OF THE REPORT

Nature and Exactness of Descriptions: Classification and identification of soils, rocks, geological units, contaminant materials, building envelopment assessments, and engineering estimates have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs, implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations, or building envelope descriptions, utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarising such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such documents or records should be aware of, and accept, this risk. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.

Reliance on Provided information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the report as a result of misstatements, omissions, misrepresentations or fraudulent acts of persons providing information.

To avoid misunderstandings, KONTUR should be retained to work with the other design professionals to explain relevant engineering findings and to review their plans, drawings, and specifications relative to engineering issues pertaining to consulting services provided by KONTUR. Further, KONTUR should be retained to provide field reviews during the construction, consistent with building codes guidelines and generally accepted practices. Where applicable, the field services recommended for the project are the minimum necessary to ascertain that the Contractor's work is being carried out in general conformity with KONTUR's recommendations. Any reduction from the level of services normally recommended will result in KONTUR providing qualified opinions regarding adequacy of the work.

6. ALTERNATE REPORT FORMAT

When KONTUR submits both electronic file and hard copies of reports, drawings and other documents and deliverables (KONTUR's instruments of professional service), the Client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by KONTUR shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancy, the hard copy versions shall govern over the electronic versions. Furthermore, the Client agrees and waives all future right of dispute that the original hard copy signed version archived by KONTUR shall be deemed to be the overall original for the Project.

The Client agrees that both electronic file and hard copy versions of KONTUR's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party except KONTUR. The Client warrants that KONTUR's instruments of professional service will be used only and exactly as submitted by KONTUR.

The Client recognizes and agrees that electronic files submitted by KONTUR have been prepared and submitted using specific software and hardware systems. KONTUR makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

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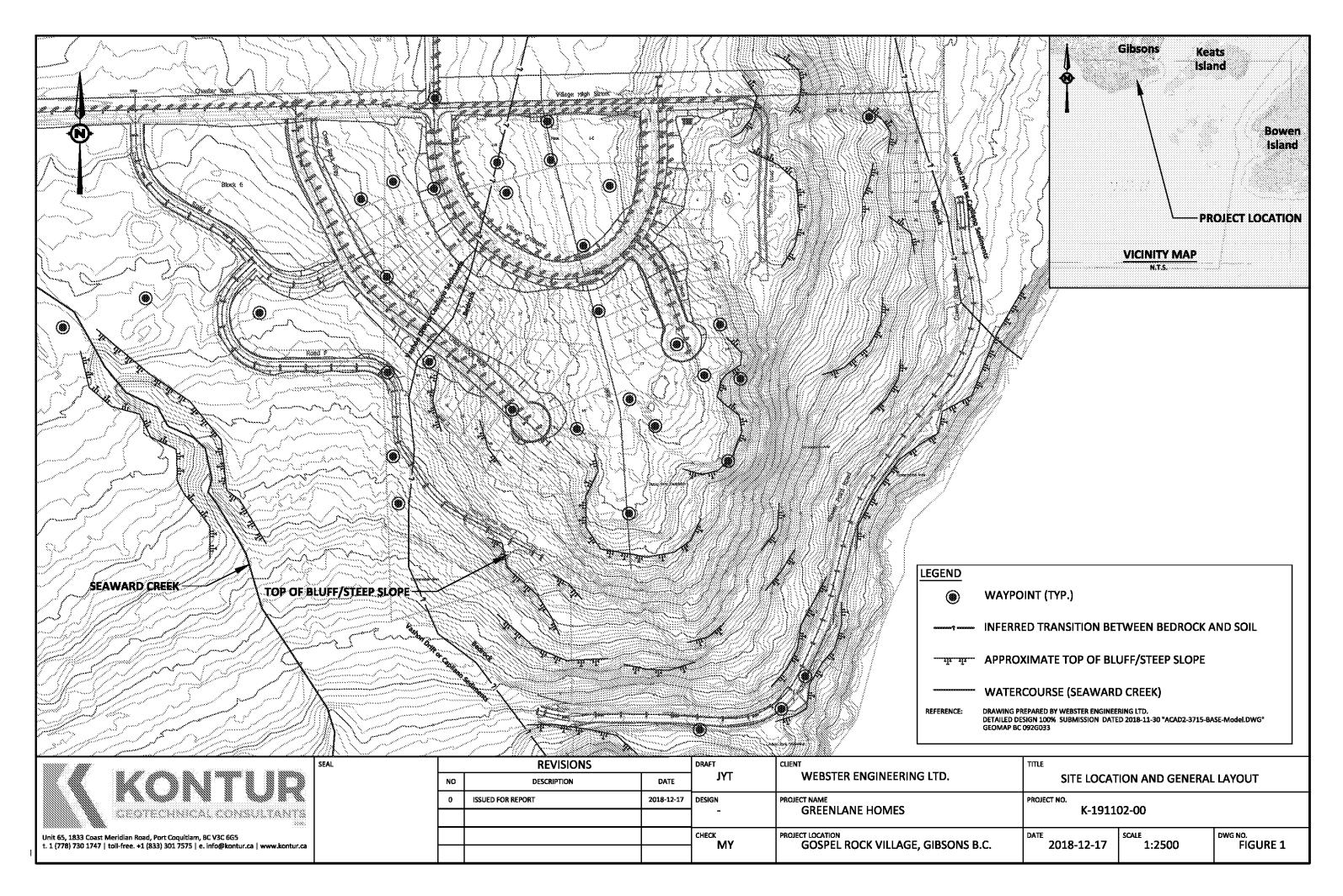
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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI. 842 Group 1 NWD Plan 5755, Glosons B.C.





Appendiz C



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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 bW/D Plan 6755, Offisions B.C.



Photograph 1. Viewing northwest towards intersection of Chaster/Shaw Road.



Photograph 2. Viewing southeast from about east end of Village High Street.

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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 SW/D Plan 6755, Glosons B.C.



Photograph 3. Viewing southeastwards from crest of slope (Lot13/14).



Photograph 4. Viewing crest of slope to southeast of park dedication (south of Lot 15)



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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 SWD Plan 6755, Glosons B.C.



Photograph 5. Viewing Southwards of Park Dedication (south Lot 15 and 45)



Photograph 6. Viewing west of Chaster Road from Shawl Road.

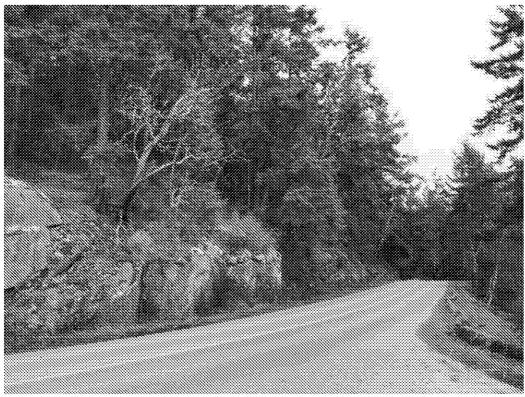
Appendiz C

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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 NWD Plan 6755, Offisions B.C.



Photograph 7. Viewing northwards from Gower Point Road (about Sta.0+275))



Photograph 8. Viewing westwards (near Sta. 0+150 Road F)



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PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 SWD Plan 6755, Olosons B.C.



Photograph 9. View north (about Sta. 0+350 Road F)



Photograph 10. Viewing southwest from top of ridge (near Lot 44)

Doc #: CA8418359



December 27, 2018 (Revised September 19, 2019) Project No.: K-191102-00

PRELIMINARY GEOTECHNICAL ASSESSMENT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 SW/D Plan 6755, Glosons B.C.



Photograph 11. Viewing west (about Lot A1)



Photograph 12. Typical Bedrock Outcrop and loose rock fragments.

Schedule B

Report titled "Geotechnical Exploration and Report: Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons, B.C." completed by Kontur Geotechnical Consultants Inc., dated January 31, 2019;



GEOTECHNICAL EXPLORATION AND REPORT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C.

Document Type: Issued for Development and Subdivision Permit

Date: January 31, 2019

Project No.: K-191102-00

Submitted to:

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1.0 INTRODUCTION

Kontur Geotechnical Consultants Inc. (Kontur) has completed this *Geotechnical Exploration and Report* for the above-referenced project. The purposes of the exploration were to identify subsurface soil and groundwater conditions at the site and to provide detailed geotechnical comments and recommendations related to subdivision and site development.

This report, which summarizes the findings of the study, has been prepared in accordance with standard and widely accepted geotechnical engineering principles and practices for similar developments in this region. This report does not address any environmental issues related to the proposed project.

Review and use of this report should be completed in accordance with the attached *Interpretation and Use of Study and Report* document. This document is an integral part off this report and should be read in conjunction with all parts of this report.

2.0 UNDERSTANDING OF PROJECT

It is Kontur's understanding that it is planned to subdivide and develop the above-referenced site. A total of about 47 single-family residential lots and a mixed-use/commercial area will be developed. The project will consist of about five (5) new roads (Cross Rock Way, Village High Street, Village Crescent, Prospect Place, Road C, and an Emergency Access Road) and associated infrastructure. Off-site improvements to Chaster and Gower Point Roads will also be completed and include widening and pavement re-surfacing. Significant fill slopes and retaining walls are also anticipated due to the existing topography of the site. a cast-in-place reinforced concrete wall is being considered along the north side of Village High Street, with the remaining retaining walls likely to consist of stacked rock.

3.0 SOURCES OF INFORMATION

The following sources of information were reviewed as part of the study presented in this report:

- Design Drawings prepared by Webster Engineering Ltd.
- Surficial geology maps of the area and nearby
- Nearby Water Well records;
- Review of Kontur's in-house geotechnical database and experience of the area;
- * A site reconnaissance completed by a Senior Geotechnical Engineer on November 24th, 2018;
- Asphalt Coring and Benkleman Beaming completed on December 7th, 2018; and,
- ∞ A geotechnical exploration program (test pits) completed on December 18th, 2018.

4.0 GEOTECHNICAL EXPLORATION

4.1 Field Work – Asphalt Cores and Benkleman Beam Testing

A total of five (5) and seven (7) asphalt cores were taken on Chaster Road and Gower Point Roads, respectively, on December 7th, 2018. In addition to the asphalt cores, Benkleman Beam Testing was completed along both Chaster and Gower Point Roads. Individual Core Reports and detailed Benkleman Beam Test results are provided in the attached Appendix C.

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4.2 Field Work – Tet Pit Program

A total of seven (7) test pits were excavated using a subcontracted track-mounted mini-excavator to depths ranging between about 1.2 to 3.0m below the existing ground surface. Test pits were located along existing cleared pathways/gravel-surfaced roads and backfilled with the soils excavated from the test pits. Backfilled materials were 'tamped' in place with the excavator bucket. Prior to completing the test pit program, a BC1Call was completed and indicated no existing buried utility services within the vicinity of the test pits. The test pits were located to the north and west of the site, as illustrated in the attached *Figure 1 – Location and General Site Layout* in Appendix B of this reported.

5.0 SITE CONDITIONS

5.1 General and Surface Conditions

The location and general site layout are shown on the attached Figure 1, in Appendix B of this report.

The legal description of the project site is Block 7 DL 842 Group 1 NWD Plan 6755. Part of the development will include an emergency access road and extension of Cross Rock Way from Chaster Street to the development through Block 6, located to the west of the site.

It general, the project site is comprised of a wide bedrock-controlled ridge oriented in a north-south direction, with gently inclined slope down towards the south and west. Moderate to steep strong bedrock-controlled south and east facing slopes/bluffs border the east and south sides of the project site.

A detailed site description of the proposed subdivision and topography/surface conditions is provided in the *Preliminary Geotechnical Report* dated December 27, 2019, prepared by Kontur, and is not repeated herein for conciseness.

5.2 Subsurface Conditions

Interpretation of subsurface conditions at the site is based on the published surficial geology map of the area, observations of soil or bedrock outcrops within the property, the test pit program described herein, and Kontur's nearby and relevant experience.

According to *Figure 1 – Surficial Geology Sunshine Coast Area* published by the Ministry of Mines and Petroleum Resources BC, the site is underlain by Bedrock Outcrops. These outcrops are 'mostly bare rock with thin patches of overburden, usually till or marine veneer'. A geological boundary is noted to the west and north of the project site, where Capilano Sediments (marine and glacio-marine deposits) comprised of varied gravelly, sandy, stoney, clay, and clay veneer (typically over till) is encountered to the west, and Pre-Vashon Drift Sediments of gravel, sand, and silt, are noted to occur north of the site.

Based on the observations of bedrock outcrops noted during the site reconnaissance and further refined by the test pits more recently completed by Kontur, and the published surficial geology map of the area, the approximate geological boundaries are noted on Figure 1 attached to this report. The boundary line approximately delineates bedrock-controlled areas.

The surficial geology maps of the area are generally consistent with the findings of the geotechnical exploration program completed by Kontur as described in this report. Generalized subsurface soil

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conditions encountered in the test pits completed as part of the exploration program are presented below, with soil units described in general order of increasing depth of occurrence:

- UNIT A TOPSOIL or FOREST LITTER. A thin layer, typically less than about 300mm, of loose woody debris, rootlets, and other organics, was noted at each test pit location, except TP18-07, which was completed at the edge of the existing asphalt surface (Chaster Road) which was noted to be about 38mm thick.
- VNIT B FILL. This unit was encountered in TP18-07 and was about 1m thick and consisted of a sandy silt fill with some to trace gravel, trace cobbles, trace to some organics and woody debris. This unit was described as 'firm to very stiff' and was moist to wet.
- UNIT C SAND to Sandy SILT. This unit was encountered beneath Unit A and B and typically was about 0.75 to 1.2m thick. This layer was compact or firm and had a moisture content (SILT) between 23 to 35%.
- UNIT D Clayey SILT to Silty CLAY. This unit was encountered at the base at the bottom of TP18-01 and -02 and extended down to the end of the test pit at a depth of about 2.85 and 3m below the existing ground surface, respectively. This unit had a moisture content between about 19 to 30% and pocket penetrometer readings ranged from about 3.0 to 4.5+ kg/cm². This unit was very stiff to hard.
- UNIT E Sandy SILT to Silty SAND (till-like). This unit was encountered in TP18-05 at a depth of about 1.45m below the existing ground surface and was very dense. Practical refusal was encountered in this test pit.
- UNIT F BEDROCK. Bedrock outcrops were noted across the central and southeastern parts of the site; however, were not encountered in the test pits completed as part of this study. Test pits typically encountered practical refusal in the 'till-like' soils at depth or because of limited equipment 'reach'.

Groundwater seepage was noted to occur between 0.6 to 1.2m below the existing ground surface and was not encountered in TP18-07. Groundwater seepage was noted to be perched on top of Units D or E. Groundwater levels are largely influenced by periods of prolonged and intense rainfall, rapid snowmelt, and influences from nearby developments. It is noted, that are sheet-like surface water flows were noted to the west of the project boundary (on Block 6). As reported by others, a static groundwater level within the Gibsons Aquifer is located at an elevation of about 8 to 10m geodetic (for the lower Gibsons Area).

5.3 Asphalt Coring and Benkleman Beam Testing

As mentioned before, Asphalt Cores and Benkleman Beam Testing was completed on the existing portions of Chaster and Gower Point Road. The following table summarizes the findings of the asphalt cores and beam results. Detailed Core and Benkleman Beam Test Reports are attached in Appendix C.

Road	Classification	Asphalt Thickness	Most Probable Spring Rebound (MPSR)
Chaster Road (Mahon to Shaw Road)	Collector – Type 2	20 to 50mm	0.87
Gower Point Road ~500m (west of Franklin)	Collector – Type 2	55 to 175mm	0.72 to 0.84

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5.4 Subsurface and Testhole Variability

It is important to note that the subsurface conditions described above and encountered in the specific testpits and testholes/cores are presentative of the conditions in the immediate vicinity of each test location. Extrapolation and interpretation of the subsurface profile is formulated based on an assumed horizontal continuity of subsurface conditions across the site. Therefore, the information described above is generalized and based on the available test location information only. Variation in conditions should always be expected.

6.0 GEOTECHNICAL DESIGN PARAMETERS AND CONSIDERATIONS

6.1 General

The following sections provide Kontur's geotechnical comments and recommendations with respect site development and foundation design for site servicing infrastructure (roads/laneways, curbs and sidewalks, utility trenches, retaining walls, and pump/lift stations).

6.2 Site Classification

According to the 2018 British Columbia Building Code, the *Site Classification* for this site can be taken as B - Rock As interpolated from the 2015 National Building Code of Canada's Seismic Hazard Calculation for firm ground at this site (coordinates 49.3914 N and 123.5158 W), for a 2% probability or exceedance in 50 years, the *Peak Ground Acceleration* may be taken as 0.37g and the *Spectral Acceleration* values may be taken from the 2015 National Building Code of Canada Seismic Hazard Calculation sheet attached to this report at the end of Appendix C.

Based on the bedrock and soil conditions encountered in the testpits completed as part of this study, and provided all the recommendations herein are implemented, liquefaction of the subgrade is considered highly unlikely.

6.3 Foundation Design

In general, conventional shallow strip and/or pad foundations, placed on intact bedrock or undisturbed soil (Unit C, D, E, and F), or *Engineered Fills* placed thereon, are considered appropriate for typical structures and buildings associated with the proposed development as described in this report. Based on the subsurface conditions encountered during the site reconnaissance and test pit program, the following bearing capacities may be used for the design of foundations following Limits States Design methodology.

Bearing Surface	Factored Ultimate Bearing Resistance (Ultimate Limit State)	Bearing Resistance (Serviceability Limit State)	
Unit C or D, or <i>Engineered</i> Fills placed thereon.	150 kPa	100 kPa	
Unit E, or <i>Engineered Fills</i> placed thereon.	225 kPa	150 kPa	
Unit F	900 kPa	600 kPa	

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The above serviceability limit states values are provided based on a total post-construction settlement of about 20mm with a differential of about 12.5mm over a horizontal distance of about 10m.

The following conditions also apply and should be followed:

- Footings should not transition between undisturbed natural soil, *Engineered Fill*, and/or Bedrock.
 Additional differential settlements should be expected if footings transition between these units due to the relative settlement characteristics of each soil type.
- Footings should be adequately set back from adjacent footings placed at different elevations or other below grade structures or infrastructure (i.e. sumps, existing or proposed utilities, etc.). The setback should be determined by a gradient line projected at a 2(H):1(V) slope from the underside of the lower footing, utility, or structure.
- Building foundations should be adequately set back, using the same criteria above, from any slope or retaining wall., unless additional measures are implemented as directed by the Geotechnical Engineer. This would require the added surcharge pressures to be factored into the design.
- Footing should have minimum dimensions of at least 450 and 600mm for strip and pad footings, respectively; and,
- The underside of footings should be placed at least 450mm below the finished ground surface for confinement and frost protection purposes.

For slab-on-grade construction, the slab-on-grade should be placed on a drainage layer consisting of at least 150mm thick of 19mm clear crushed gravel, or equivalent, placed on an approved surface as described above. The clear crushed gravel drainage layer should be thoroughly compacted to a dense state using suitable vibratory compaction equipment. The underside of the slab should be provided with a 6mil polyethylene vapour barrier sheeting to reduce migration of moisture. The drainage layer should be hydraulically connected to the perimeter drainage system outlined in the following section.

Below grade structures (foundation walls) should be designed for the lateral earth pressures acting upon them. *Figure 2 – Lateral Earth Pressure Diagram* attached to Appendix B of this report illustrates the recommended lateral earth pressures.

Footing drains are recommended. Footing drains should consist of a minimum 100mm diameter perforated drain pipe in a minimum 150mm thick surround of 19mm clear crushed gravel wrapped in a non-woven filter fabric. Larger diameter footing drains (150mm diameter) may be required for the western part of the site or near the proposed sanitary lift station. A minimum 450mm wide zone of freedraining backfill should be placed against below-grade foundation walls and hydraulically connected to footing drains to prevent the build-up of pore water pressures against the wall. Water collected in the footing and roof drain systems should be collected and discharged through separate systems to an appropriately located storm sewer, in accordance with local building bylaws. Roof drainage should not be allowed to discharge onto splash pads around the building. Drainage is not permitted to flow in an uncontrolled manner towards or over the crest of the slope, behind any retaining wall, or towards another building.

6.4 Roads and Widenings

It is Kontur's understanding that both Chaster and Gower Point Road are classified by the Town of Gibsons as '*Type 2 Collector Roads*'. Roads within the subdivision (Village High Street, Village Crescent, Prospect



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Place, and Cross Rock Way, are understood to be classified as '*Type 1 Local Road*'. Minimum recommended road/pavement structures are provided in the following table. All new roads and/or road widening sections should be designed in accordance with the following tables according to their classification.

Road Structure TypeMaterial DescriptionAsphalt Pavement75 mm placed in two lifts (per MMCD)Road Base150 mm of 19 mm minus well-graded
crushed gravel (per MMCD)Road Subbase200 mm of 75 mm minus well-graded pit
run sand and gravelApproved SubgradeEngineered Fill or Units C, D, E, or F, per
Geotechnical Engineer

Table – Minimum Recommended Pavement Structure for Type 1 Local Roads

Table – Minimum	Recommended	Pavement	Structure fo	or Type 2	2 Collector Roads
Table – Withhindh	Recommended	I avenient	Surgerine in	or <u>rype</u> a	. Conector Roads

Road Structure Type	Material Description		
Asphalt Pavement	85 mm placed in two lifts (per MMCD)		
Road Base	150 mm of 19 mm minus well-graded crushed gravel (per MMCD)		
Road Subbase	300 mm of 75 mm minus well-graded pit run sand and gravel		
Approved Subgrade	Engineered Fill or Units C, D, E, or F, per Geotechnical Engineer		

Hot-mix asphaltic concrete should meet the minimum requirements of the latest version of the Master Municipal Construction Document (MMCD) specifications.

For **Chaster Road** between Mahon and Shaw Roads, it is recommended that full-depth replacement be considered for the existing section of road despite the relatively fair Benkleman Beam Test results. The asphalt surface was in poor to very poor condition with wide-spread areas that exhibited severe alligator cracking and potholes. Longitudinal and transverse cracks in the asphalt surface were also noted. The existing asphalt thickness was also significantly less than the required 85mm for a *Type 2 Collector Road* and poor-quality fills with roots/organics was noted the test pit that was completed along the south side of the road (TP18-07). The pavement structure should then be reinstated according to the above table for *Type 2 Collector Roads*. It is anticipated that a stripping depth of between about 1m below the existing asphalt surface may be necessary and replaced with properly compacted *Engineered Fills* as discussed in **Section 7.0** below.

For **Gower Point Road** (about 500m of road west from about Franklin Avenue), the asphalt surface was generally in fair to good condition, with localized areas that exhibited moderate longitudinal and/or transverse cracking. Localized longitudinal cracks were noted along the south side of the road where the embankment below the road was over-steepened. The average asphalt core thickness along this section of Gower Point Road was about 117mm. The seasonally corrected *Most Probable Spring Rebound* (MPSR)



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value for this section of Gower Point Road was calculated to be between 0.72 and 0.84mm. In accordance with the Town of Gibson's *Subdivision and Development Servicing and Stormwater Management Bylaw NO. 1175, 2012,* the maximum seasonally corrected MPSR value should be no greater than 1.3mm. Therefore, the existing sections of Gower Point Road are considered to meet the current design standard required by the Town of Gibsons. The pavement structure for widened sections of Gower Point Road should meet the minimum recommendations outlined in the table above for *Type 2 Collector Roads*.

It should be noted, that reoccurring and/or development of additional longitudinal and transverse cracks is anticipated to continue along over-steepened sections of the road embankment (i.e. along parts of the south side of the existing road). This is likely due to ongoing surficial soil creep, or the slow downslope movement of the outer 1 to 1.5m of soil. This cannot be avoided unless slope stabilization measures, such as retaining walls, are considered. Due to site constraints, these measures may not be practically feasible. These areas should expect to be maintained and periodically repaired.

It is understood, that part of the road widening will generally be along the north side of the road and may require jacking, ripping, and/or blasting of bedrock, to achieve design grades. Depending on the type and orientation of discontinuities encountered in the exposed bedrock face, rock anchors may be necessary, to permanently stabilize cut slopes in bedrock. This will have to be evaluated as construction proceeds.

In addition, it is understood that a separated walkway may be constructed along the south side of Gower Point Road. The walkway may consist of a timber-framed structure and be separate from the roadway. The walkway may be supported on timber-posts placed on concrete pad footings. Pad footings should be pinned to the underlying bedrock for shear resistance. Rock Anchors may need to be considered for uplift capacity.

6.5 Permanent Cut/Fill Slopes and Retaining Walls

Permanent cut and fill slopes in soil should be inclined no steeper than about 2(H):1(V) with appropriate erosion protection measures implemented. Permanent rock fill slopes should be inclined no steeper than about 1.5(H):1(V). Fill slopes should consist of an approved granular material and be properly compacted in accordance with the Geotechnical Engineer.

Permanent bedrock cut slopes, provided there are no adversely oriented discontinuities in the cut face, may be inclined no steeper than about 1(H):4(V). A catchment zone at the toe of the bedrock cuts less than 4.5m in height of at least 1.5m wide and 0.75m deep should be implemented. For bedrock cut slopes greater than 4.5 and less than 8m in height, the catchment area should be increased to 3m in width. Where this catchment area cannot be achieved, additional stabilization and rockfall protection measures could be considered. This could include rock anchors, wire mesh, and/or shotcrete panels for surface protection.

Where retaining walls are required, retaining walls may consist of Gravity or Mechanically Stabilized Earth (MSE) walls. Retaining wall systems such as Stacked Rock and Concrete Lock-block are considered appropriate. Typical retaining wall details are shown on Figure 3 – Typical Retaining Wall Details attached to Appendix B of this report. Other systems, such as Sierra-scape Walls, Allan-Bock Walls, and/or reinforced concrete, could also be considered. Details can be provided upon request.

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For stacked rock and concrete lock-block retaining walls, the base of the wall should be keyed-into the subgrade surface. Where bedrock is encountered and sloping away from the wall, additional measures to prevent basal sliding may be necessary. This may include pinning the lowermost row of rocks or blocks to the bedrock surface for additional shear resistance.

6.6 Utility/Service Trenches

Trench excavations for buried utility services should be completed in accordance with the recommendations made in **Section 7.0** below. Trench backfills should meet MMCD requirements for Pipe Bedding and Surround Materials and be properly compacted to at least 95% of the material's Modified Proctor Maximum Dry Density value as discussed in **Section 7.4** below.

7.0 CONSTRUCTABILITY CONSIDERATIONS

7.1 Excavation and Blasting Methods

Most of the project site is underlain by bedrock, or bedrock covered with a thin mantle/veneer of overburden soil. Therefore, provision for specialized excavation methods such as blasting of bedrock and large boulders, should be planned for. Specialized methods may include the use of hydraulic rock hammering/fracturing, rock splitting, and blasting techniques, to achieve design grades and/or to excavate utility service trenches. Large boulders (more than about 1m in size) may also require these specialized techniques and could be encountered within anticipated excavation depths.

Where blasting techniques are implemented, it is recommended that vibration monitoring during the work be completed in addition to a pre- and post-construction survey of nearby vibration sensitive buildings and/or structures.

The use of specialized excavation techniques as described above is recommended when the material cannot be excavated at a rate of at least 10 cubic meters per hour using a Caterpillar 345 Series Excavator (or equivalent) with a single ripper tooth that is in good working condition.

7.2 Surface and Groundwater Control

As noted in the preliminary report, a significant amount of surface water runoff was noted towards the northwest and west sides of the proposed development (Block 6) and consisted of 'sheet-like' flow on the ground surface. Temporary and permanent groundwater control for Roads E, F, and part of Cross Rock Way, should be carefully evaluated.

Temporary control may require temporary ditching, sumps, and pumps, to construct roadways and utility trenches in the dry. It is the Contractor's responsibility to protect subgrade surfaces from becoming loose/soft and saturated. Contractors should also make their own assessments to ensure proper surface and groundwater control during construction is achieved.

Road embankments may need to be designed with a permanent subgrade drainage system to prevent build-up of porewater pressures on the 'upslope' side of the road embankment.

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7.3 General Stripping and Site Preparation

Areas beneath buildings, structures, roads, sidewalks, and/or other structural areas (such as parking, driveways, etc...), should be stripped and cleared of all loose, saturated, and unsuitable materials, including existing fills, to expose the underlying undisturbed subgrade as described in **Section 6.0** above. The excavated and prepared surface should be reviewed and approved by the Geotechnical Engineer prior to placement of any *Engineered Fill* or concrete.

For areas that expose an undisturbed soil subgrade, it is recommended that a bedding of 19mm clear crushed gravel at least 100mm thick be placed on the excavated surface to protect it from becoming disturbed.

For areas that expose intact bedrock, the bedrock surface should be thoroughly cleaned to remove all loose rock, mud, and/or other unsuitable materials.

Significant road embankments or retaining walls placed on a sloping surface steeper than about 5(H):1(V) should be properly keyed into the ground for sliding/shear resistance. Where intact bedrock is exposed and sloping away from embankment fills and/or retaining walls, additional measures such may be necessary and could include dowels and/or rock anchors.

7.4 Engineered Fills

Where *Engineered Fill* is required (including any bedding layers), the material should consist of an approved granular soil and/or processed blast rock in accordance with the *Master Municipal Construction Documents Association Volume II Platinum Edition*. Blast rock may be reused provided it consists of a well-graded 300mm minus or a well-graded 150mm minus rock fill. Larger rock fragments should be taken out and may be reused for construction of stacked rock walls.

Engineered Fill should extend at least 450mm beyond the edges of the proposed foundation or at least a horizontal distance equal to the thickness of the fill, whichever is greater.

All *Engineered Fill* materials must be placed and compacted in lifts no thicker than 300mm. The material should be near its optimum moisture content and be compacted to at least 95% of the *material's Modified Proctor Maximum Dry Density* (MPMDD) value. Field Density Test reports should be forwarded to the Geotechnical Engineer for review and approval of compacted fill zones.

For non-structural areas, backfills may be placed and compacted as described above except to no less than 85% of the material's MPMDD value. Excavated material and/or existing fill materials may be reused in non-structural areas for general site grading purposes. These materials are not suitable for use as *Engineered Fill* and structural areas, except re-use of blast rock is suitable provided rock fragment sizes are suitable.

8.0 FIELD REVIEWS

This geotechnical report is based on available information at the time this report was prepared. As subdivision and retaining wall designs proceed, Kontur should be provided the opportunity to review these items to determine if the recommendations made herein are implemented and/or if other

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geotechnical input and/or recommendations are necessary. To sign-off on the work, Kontur should complete the necessary geotechnical field review services during construction in order to verify that the intent of the recommendations are being followed and that the conditions encountered are consistent with the design assumptions. Kontur anticipates that geotechnical engineering and field review services will include, but are not limited to, the following items:

- » Review of finalized design details and provide additional geotechnical input, where appropriate;
- Complete excavation and/or temporary excavation support design;
- » Review of temporary excavations and/or support;
- * Review of foundation subgrade prior to placement of footings, fills, or blinding layers;
- * Review of placement/compaction of Engineered Fill;
- * Review of drainage installation; and/or,
- * Review of retaining wall and road construction.

9.0 CLOSURE

The comments and recommendations presented in this report are based on the referenced information and Kontur's understanding of the project as described herein. If subsurface conditions or project parameters differ from those described in this report, Kontur should be notified promptly to review geotechnical aspects of the project and provide additional or modified comments and recommendations, as deemed appropriate. Contractors should make their own assessments of subsurface conditions at this site and select the construction means and methods that are most appropriate for encountered site conditions.

This report has been prepared for the exclusive use of Greenlane Homes Ltd., their designated agents or consultants, and the Town of Gibsons. Any use of the information contained in this letter for other than its intended purpose or by any other party must first be verified in writing by Kontur. Kontur does not accept any responsibility or damages because of any other party relying on or using the information, comments, opinions, and recommendations contained in this letter.

Kontur trusts that the information described above meets your current requirements. If you should have any concerns or questions, please do not hesitate to contact the undersigned.

Sincerely,

Kontur Geotechnical Consultants Inc.

Pett 91. C. J. 83 0.323,835 Matthew Yip MEng PEng

Principal | Geotechnical Engineer

Reviewed by:

Evan Sykes PEng Principal | Geotechnical Engineer

- Saga X8 (H 33)

lanuary 33, 2019 Project No.: K-191102-00 GEOTECHNICAL EXPLORATION AND REPORT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Glosoes B.C.



APPENDIX A

Appendiz C



January 31, 2019 Project No.: K-191102-00

GEOTECHNICAL EXPLORATION AND REPORT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 MWD Plan 6755, Glosons B.C.

INTERPRETATION AND USE OF STUDY AND REPORT DOCUMENT

1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering consulting practices in this area. No other warranty, expressed or implied, is made. Engineering studies and reports do not include environmental engineering or consulting. 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF THE REPORT

The Report has been prepared for the specific site, development, building, design or building assessment objectives and purpose that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT. WE WILL CONSENT TO ANY REASONABLE REQUEST BY THE CLIENT TO APPROVE THE USE OF THIS REPORT BY OTHER PARTIES AS "APPROVED USERS". The contents of the Report remain our copyright property and we authorise only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of the Report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make the Report, or any portion thereof, available to any party without our written permission. Any use which a third party makes of the Report, or any portion of the Report, are the sole responsibility of such third parties. We accept no responsibility for damages suffered by any third party resulting from unauthorised use of the Report.

5. INTERPRETATION OF THE REPORT

Nature and Exactness of Descriptions: Classification and identification of soils, rocks, geological units, contaminant materials, building envelopment assessments, and engineering estimates have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs, implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations, or building envelope descriptions, utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarising such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such documents or records should be aware of, and accept, this risk. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.

Reliance on Provided information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the report as a result of misstatements, omissions, misrepresentations or fraudulent acts of persons providing information.

To avoid misunderstandings, KONTUR should be retained to work with the other design professionals to explain relevant engineering findings and to review their plans, drawings, and specifications relative to engineering issues pertaining to consulting services provided by KONTUR. Further, KONTUR should be retained to provide field reviews during the construction, consistent with building codes guidelines and generally accepted practices. Where applicable, the field services recommended for the project are the minimum necessary to ascertain that the Contractor's work is being carried out in general conformity with KONTUR's recommendations. Any reduction from the level of services normally recommended will result in KONTUR providing qualified opinions regarding adequacy of the work.

6. ALTERNATE REPORT FORMAT

When KONTUR submits both electronic file and hard copies of reports, drawings and other documents and deliverables (KONTUR's instruments of professional service), the Client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by KONTUR shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancy, the hard copy versions shall govern over the electronic versions. Furthermore, the Client agrees and waives all future right of dispute that the original hard copy signed version archived by KONTUR shall be deemed to be the overall original for the Project.

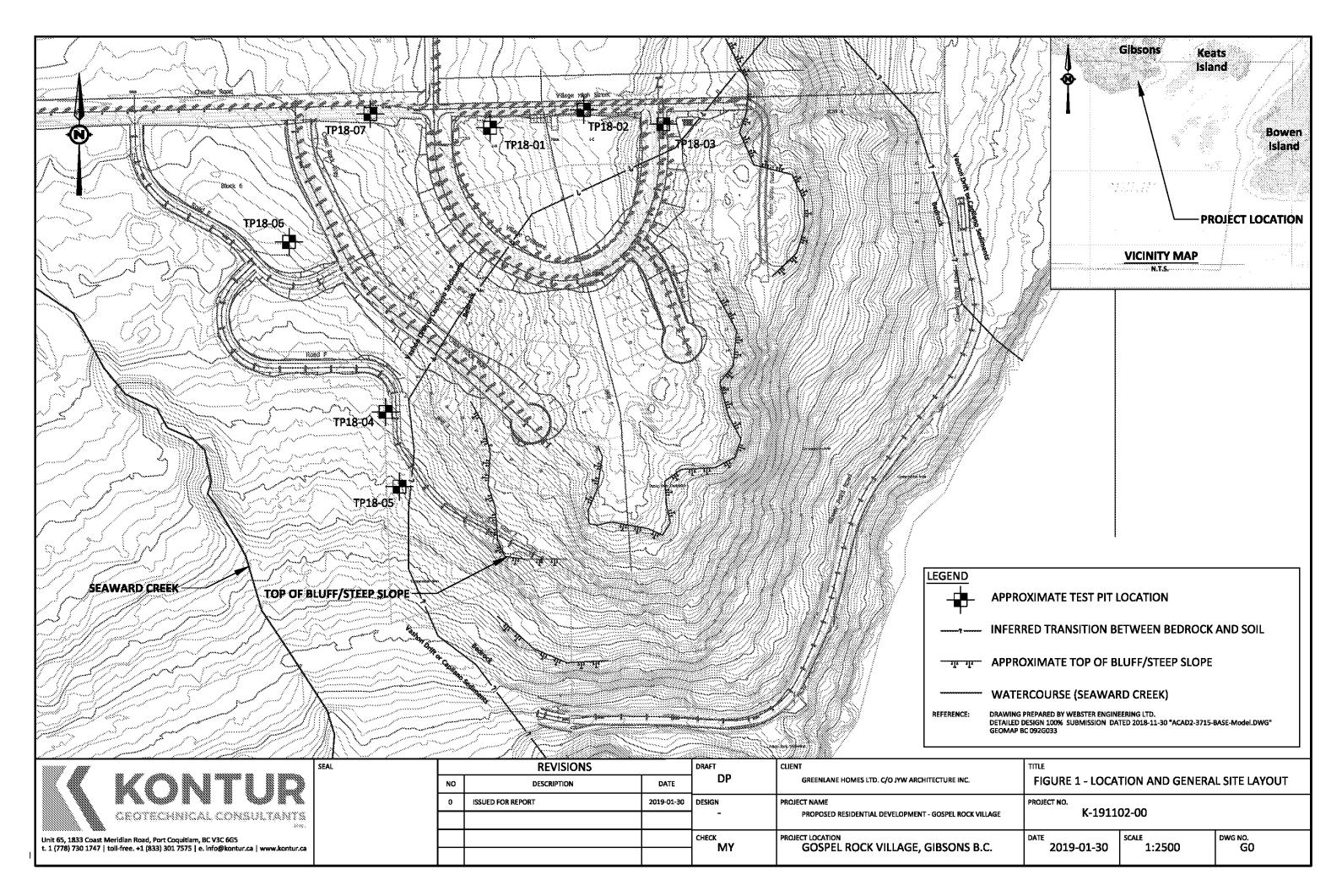
The Client agrees that both electronic file and hard copy versions of KONTUR's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party except KONTUR. The Client warrants that KONTUR's instruments of professional service will be used only and exactly as submitted by KONTUR.

The Client recognizes and agrees that electronic files submitted by KONTUR have been prepared and submitted using specific software and hardware systems. KONTUR makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

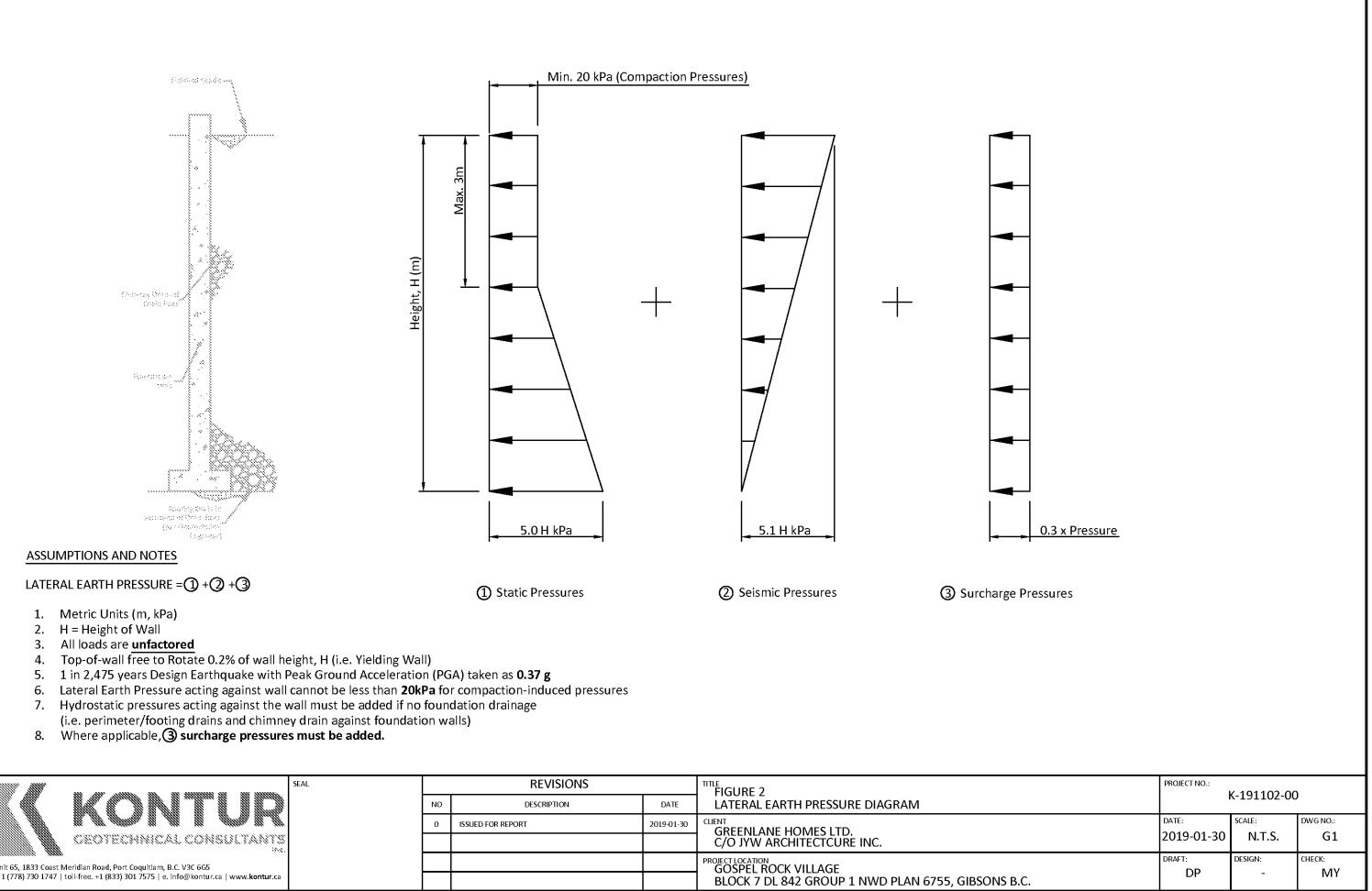
lanuary 33, 2019 Project No.: K-191102-00 GEOTECHNICAL EXPLORATION AND REPORT Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 NWD Plan 6755, Glosons B.C.

APPENDIX B

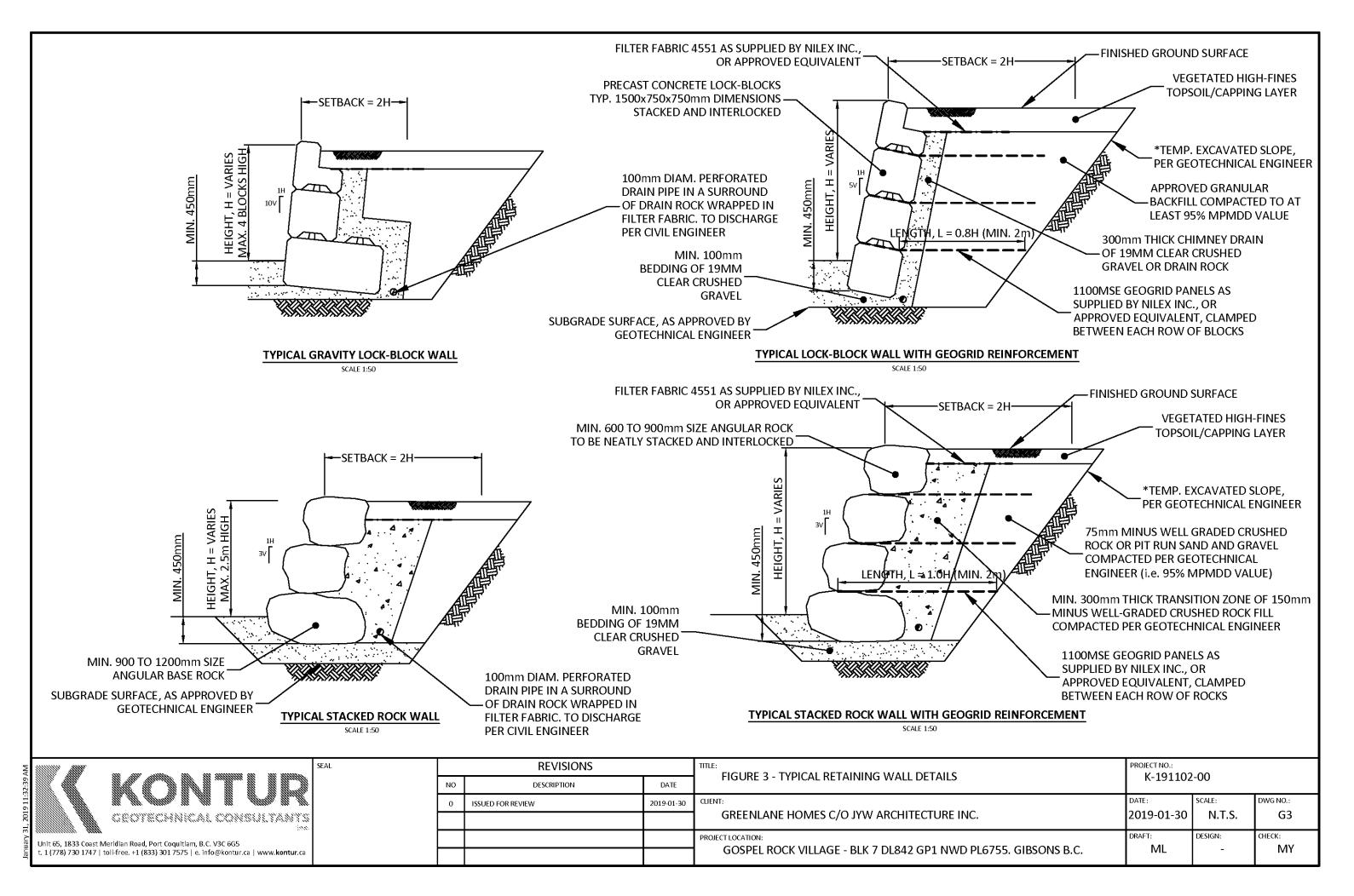
Appendiz C



RCVD: 2020-09-09 RQST: 2024-03-11 21.58.57



Unit 65, 1833 Coast Meridian Road, Port Coquitlam, B.C. V3C 6G5 t. 1 (778) 730 1747 | toll-free. +1 (833) 301 7575 | e. info@kontur.ca | www.kontur.ca



RCVD: 2020-09-09 RQST: 2024-03-11 21.58.57

	ب ا	Kontur Geotechnica Jnit 65, 1833 Coas Port Coquitlam, BC	t Meridian Roa		
PROJI DATE EXCA EXCA LOGG	ECT NUM STARTE VATION VATION ED BY _ S _Appro		0 <u>r 18</u> th COMPL laycon Constru I Excavator CHECK	PROJECT LOCATION_Block 6 & 7, DL 842, Gibsons B.C. ETED _2018 December 18t5ROUND ELEVATION_94.5 m TEST PIT SIZE _ 1.0m x 3.0m ction Management Ltd. GROUND WATER LEVELS: V AT TIME OF EXCAVATION_1.05 m / Elev 93.45 m	
DEPTH (m)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	MATERIAL DESCRIPTION	
	1 2 3	MC = 20% PP = 3.0 kg/cm2		TOPSOIL, grass, roots, dark brown, moist (soft). Silty SAND, trace gravel, trace to some cobbles and boulders, trace organics (rootlets), brown, moist (loose to compact). Clayey SILT, grey, moist (very stiff to hard).	94.35
	4	MC = 19% PP = 4.5 kg/cm2	2.85	Refusal at 2.85m depth due to excavator reach. Bottom of test pit at 2.85 m.	91.65

		Kontur Geotechnica Unit 65, 1833 Coas Port Coquitlam, BC	t Meridian Road	c.	TEST	PIT NUMBER TP18-02 PAGE 1 OF 1
		nlane Homes Ltd. o MBER_K-191102-0			ROJECT NAME <u>Proposed Res</u> ROJECT LOCATION <u>Block 6 8</u>	sidential Development Gospel Rock Villag
DATE EXCA EXCA LOGG	STARTI VATION VATION ED BY_	ED 2018 Decembe	r 18th COMPLI laycon Construc I Excavator CHECKE	TED _2018 December 18t6ROU tion Management Ltd. GROU ☑ D BY _JYT	JND ELEVATION 96 m	TEST PIT SIZE x 3.0m
DEPTH (m)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	I	MATERIAL DESCRIPTION	
 0.5	5		<u>¥4</u> <u>¥4</u> 0.15	TOPSOIL, roots, dark brown, m SAND, some silt to silty, trace g		95.85 to wet (loose to compact).
 	6 7	MC = 28% PP = 4.5+ kg/cm2	0.75	Clayey SILT, grey, dry (very stif	f to hard).	95.25
	8	MC = 29% PP = 4.5+ kg/cm2				
	<u>9</u>	MC = 30% PP = 4.5+ kg/cm2	3.00	Refusal at 3.0m depth due to ex	cavator reach. Bottom of test pit at 3.00 m.	93.00
GENERAL BH / IP / WEL						

	ب الله	Kontur Geotechnica Unit 65, 1833 Coast Port Coquitlam, BC	Meridian Road		
CLIEN	IT Gree	nlane Homes Ltd. o	o JYW Archite	cture Inc. PROJECT NAME Proposed Residential Development Gospel Rock	<u>k Villag</u> e
PROJ	ECT NUI	MBER_K-191102-0	0	PROJECT LOCATION Block 6 & 7, DL 842, Gibsons B.C.	
				TED _2018 December 18tGROUND ELEVATION _88 m TEST PIT SIZE _ 1.0m x 3.0m	<u> </u>
				Ction Management Ltd. GROUND WATER LEVELS:	
		METHOD_Tracked			
		DP ox. 10U 0462555E {		ED BY_JYT AT END OF EXCAVATION AFTER EXCAVATION	
		I			
DEPTH (m)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	MATERIAL DESCRIPTION	
			<u>x 4</u> <u>x</u>	TOPSOIL, dark brown, moist (soft).	
	10	MC = 23%	<u>2 2 2 0.15</u>	Sandy SILT, trace gravel, trace cobbles, trace organics (rootlets), light brown (firm to very stiff).	87.85
0.5 		PP = 4.5+ kg/cm2			87.14
 <u>1.0</u> 			1.20 🗸	Silty SAND, trace gravel, trace cobbles, brown to yellow, moist (loose to compact).	86.80
 _ <u>- 1.5</u> 	11	MC = 14% PP = 4.5+ kg/cm2		Sandy SILT, trace gravel, trace cobbles, trace boulders, grey, dry (hard).	
2.0			2.10	Silty SAND, trace gravel, trace cobbles, trace boulders, grey, moist to dry (dense to very dense)	85.90
	L 12	ļ	3.00	Refusal at 3.0m depth due to excavator reach.	85.00
				Bottom of test pit at 3.00 m.	

		Kontur Geotechnica Jnit 65, 1833 Coast Port Coquitlam, BC	t Merio	lian Road PAGE 1	
CLIEN	IT <u>Gree</u>	nlane Homes Ltd. c	/o JY	N Architecture Inc. PROJECT NAME Proposed Residential Development Gospel Rock	Village
		MBER <u>K-191102-0</u>		PROJECT LOCATION Block 6 & 7, DL 842, Gibsons B.C.	
				COMPLETED _2018 December 18tGROUND ELEVATION 62 m TEST PIT SIZE _1.0m x 2.5m	
				Construction Management Ltd. GROUND WATER LEVELS:	
		METHOD Tracked			
	-			CHECKED BY_JYT AT END OF EXCAVATION	
NOTE	S Appro	ox. 10U 0462343E {	54709	73N AFTER EXCAVATION	
DEPTH (m)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	MATERIAL DESCRIPTION	
					∿61.98
F -				SILT, some gravel, trace sand, trace clay, trace cobbles, trace organics (rootlets), light brown, moist (firm to stiff).	
F -					
Γ -	13				
0.5					
		MO - 25%			
	14	MC = 35%			
	1			Ϋ́	
1.0				1.00	61.00
	15	MC = 20% PP = 4.5+ kg/cm2		Sandy SILT, trace to some gravel, trace cobbles, grey, dry (very stiff to hard).	01.00
F -		11 - 4.01 Kg/omz			
F -	1				
F -					
1.5					
Γ -					
2.0	16	MC = 23%			
		PP = 4.5+ kg/cm2			
F -					
[]					
Ľ					
2.5					
	17	MC = 20%		2.70	<u>59.30</u>
t -		MC = 20% PP = 3.5 kg/cm2		Sandy SILT, trace gravel, grey, dry (very stiff to hard).	
3.0				3.00 Refusal at 3.0m depth due to backhoe reach.	59.00
				Bottom of test pit at 3.00 m.	

		Unit 65	i, 1833 C	hnical Consultants Inc. Coast Meridian Road , BC V3C 6G5	TEST PIT NUMBER TP1 PAGE 1	
CLIEN	T Gree	enlane	Homes I	Ltd. c/o JYW Architecture Inc.	PROJECT NAME Proposed Residential Development Gospel Rock	Village
PROJ	ECT NU	MBER	K-1911	02-00	PROJECT LOCATION_Block 6 & 7, DL 842, Gibsons B.C.	
DATE	START	ED_20	18 Dece	ember 18th COMPLETED _2018 December	er 18t6 ROUND ELEVATION 55 m TEST PIT SIZE 1.0m x 2.5m	
EXCA	VATION	CONT	RACTO	R Maycon Construction Management Ltd		
			IOD_Tra	acked Excavator	♀ AT TIME OF EXCAVATION 0.90 m / Elev 54.10 m	
	ED BY			CHECKED BY JYT	AT END OF EXCAVATION	
NOTE	S Appr	ox. 10	J 04623	51E 5470914N	AFTER EXCAVATION	
DEPTH (m)	SAMPLE TYPE NUMBER	GRAPHIC LOG			MATERIAL DESCRIPTION	
		<u> 14 - 1</u>		TOPSOIL, dark brown, moist (soft to firm	n).	
		N 6 . N				
L -		4.14	0.30			54.70
L -				Sandy SILT, trace to some gravel, trace	cobbles, trace boulders, light brown, moist (firm to very stiff).	
0.5						
L -						
L -						
L _						
L -			0.90 \Z			54.10
1.0		¢. ```		Gravelly SAND trace silt, trace to some	cobbles and boulders, yellow to light grey, wet (dense to very dense).	
	18	0				
		° . ()				
		ب ۲	1.45			53.55
1.5			1.40	Sandy SILT (till-like), some gravel, trace	to some cobbles, trace boulders, grey, moist to dry (very stiff to hard).	00.00
		Ű.				
		11				
2.0						
		87772	2.40		Bottom of test pit at 2.40 m.	52.60

		Kontur Geotechni Unit 65, 1833 Coa Port Coquitlam, B	ast Meridian R	
CLIEN	IT Gree	enlane Homes Ltd	. c/o JYW Arcl	itecture Inc. PROJECT NAME Proposed Residential Development Gospel Rock Villa
PROJ	ECT NU	MBER K-191102	-00	PROJECT LOCATION Block 6 & 7, DL 842, Gibsons B.C.
DATE	START	ED 2018 Decemi	per 18th COM	PLETED _2018 December 18t6ROUND ELEVATION _71.5 m TEST PIT SIZE _1.0m x 2.5m
EXCA	VATION	CONTRACTOR	Maycon Cons	ruction Management Ltd. GROUND WATER LEVELS:
		METHOD Track		AT TIME OF EXCAVATION <u>1.20 m / Elev 70.30 m</u>
		DP		KED BY JYT AT END OF EXCAVATION
NOTE	S Appi	rox. 10U 04622711	E 5471105N	AFTER EXCAVATION
DEPTH (m)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	MATERIAL DESCRIPTION
			<u> </u>	TOPSOIL, dark brown, moist (soft).
			4·34 (0.22	71. Sandy SILT, trace to some gravel, trace cobbles, light brown, moist (firm to very stiff).
 1.0				70.
 <u>1.5</u>	19	MC = 24%		Sandy SILT, trace clay, trace sand, grey, dry (firm to very stiff).
 2.0			<u>1.60</u>	
	1		1.14.1 12.10	Bottom of test pit at 2.10 m.

Unit 6	r Geotechnical Cons 5, 1833 Coast Merid Coquitlam, BC V3C 6	in Road	TEST PIT NUMBER TP18-07 PAGE 1 OF 1
CLIENT Greenlane	Homes Ltd. c/o JYV	Architecture Inc. PROJEC	TNAME Proposed Residential Development Gospel Rock Village
PROJECT NUMBER	RK-191102-00	PROJE	CT LOCATION Block 6 & 7, DL 842, Gibsons B.C.
DATE STARTED_2	018 December 18th	OMPLETED _2018 December 18t6 ROUND E	LEVATION 85 m TEST PIT SIZE 1.0m x 2.0m
EXCAVATION CON	TRACTOR Maycon	Construction GROUND W	ATER LEVELS:
EXCAVATION MET	HOD_Tracked Exca	ator AT TI	ME OF EXCAVATION
LOGGED BY DP		HECKED BY JYT AT E	ID OF EXCAVATION
NOTES Approx. 10	U 0462336E 547120	<u> AFTE</u>	R EXCAVATION
DEPTH (m) SAMPLE TYPE NUMBER	TESTS CLOG	MATER	RIAL DESCRIPTION
20 		ASPHALT (38.0mm thick). FILL - Sandy SILT, trace to some grav debris (tree trunk), light brown, moist (el, trace cobbles, trace organics (rootlets), trace wood firm to very stiff).
1.0		.05	83.95
21	MC = 13%	Sandy SILT, trace to some gravel, dry .20	(very suπ). 83.80
•			tom of test pit at 1.20 m.

January 33, 2019 Project No.: K-191102-00 GEOTECHNICAL EXPLORATION AND REPORT Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Glosoes B.C.



APPENDIX C Asphalt Core and Benkleman Beam Test Reports

Appendiz C



Gower point Rd

23571 Dec 7,2018

Overview Map



Ç	OQM Substant Spate		
Materian Testing & Engineering Environment	al Disconstruction and a second second	onnete Restoration 👘 Total Outlity Manag	201.511



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3 894,438,9333 # 1.887.436.8117 8. 664,438,5317

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ASPHALT PAVEMENT CORE REPORT

CLIENT: Kontur Geotechincal Consultants	CONTRACT No	.K-191102-00
Unit 65 1833 Coast Meridian Rd	OUR FILE:	23571
Port Coquitlam,BC V3C 6G5	DATE:	10-Dec-18
	CORED BY:	R.H.
	DATE CORED:	07-Dec-18
ATTENTION: Matthew Yip	PAVED ON:	

PROJECT: Gospel Rock Subdivision

CORE	LOCATION	тніс	KNESS	COMMENTS			
NO.		TOTAL [mm]	TOP [mm]				
REF:	<u>On Gower Point Rd</u>						
	Sta 0+00 centre of Int Gower and Franklin						
1	Sta 0+25m south and 1m from west side	70					
2	Sta 1+25m south and 1m from east side	55				New trench	
3	Sta 2.24m south and 0.5m from west side	180	50				
4	Sta 3+25m south and 1.5m from east side	80	40				
5	Sta 4+25m south and 1.3m from west side	150	45				
6	Sta 5+25m south and 2m from east side	110	55				
7	Sta 5+91m south and 2m from west side	175	50				
0							

COMMENTS:Tested for thickness only

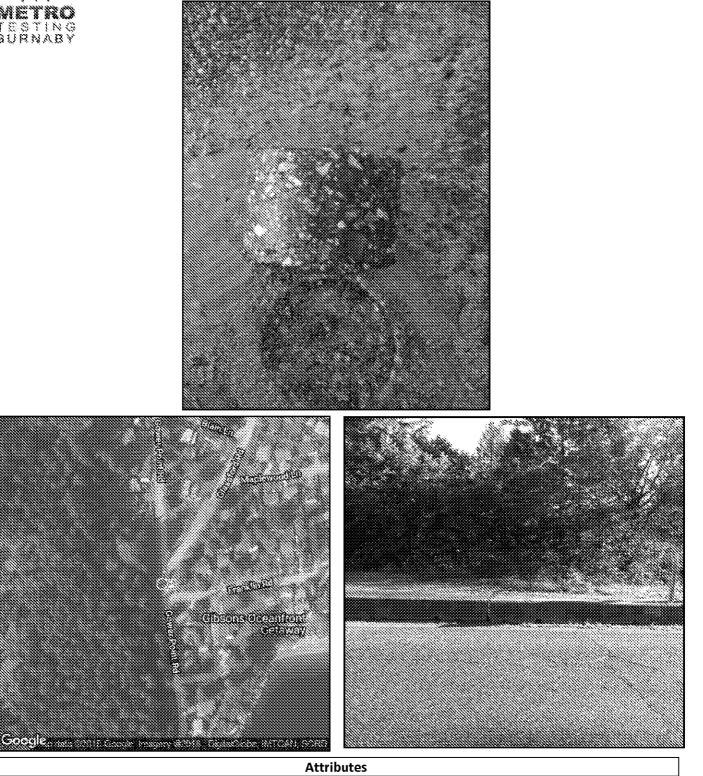
Richard Humphries

Asphalt Coring Tech





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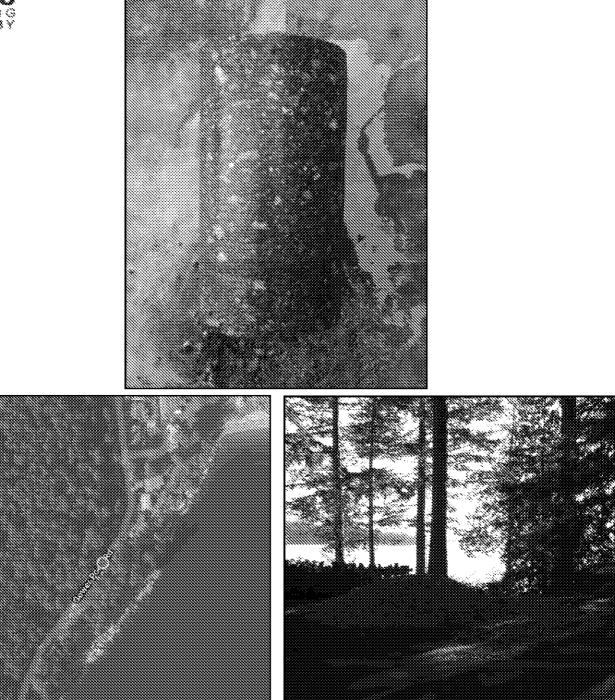


Attributes					
Northing	5471166.21 m				
Easting	462794.39 m				
Coring ID					
Date Stamp	07/12/2018				

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Macanala Tooling & Engineering		



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Attributes		
Northing	5470976.15 m	
Easting	462786.20 m	
Coring ID	#3	
Date Stamp	07/12/2018	

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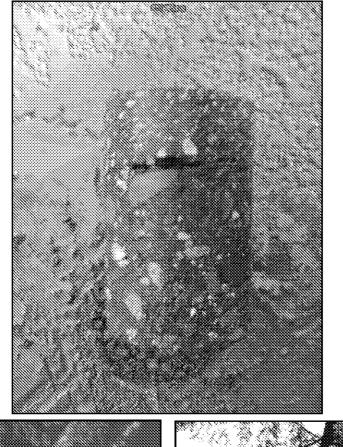
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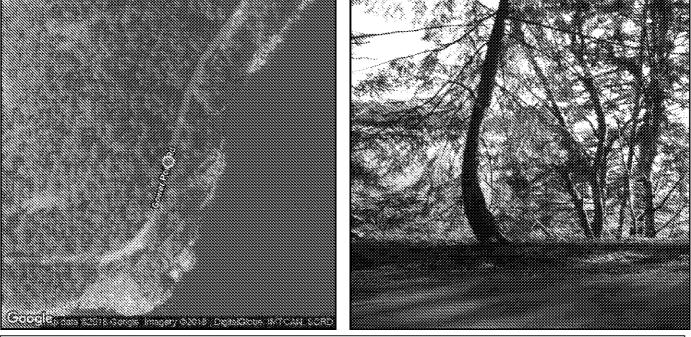
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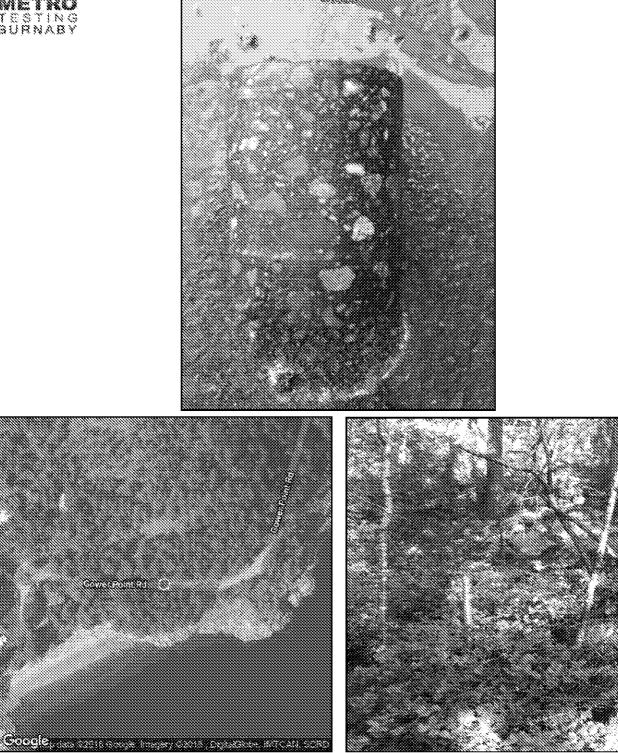


Attributes			
Northing	5470800.67 m		
Easting	462694.51 m		
Coring ID	#5		
Date Stamp	07/12/2018		

CAR	OQM Statistical State	
Alaterian Teeding & Engineering Coversioner		norte Bestandhen Total Coulity Management



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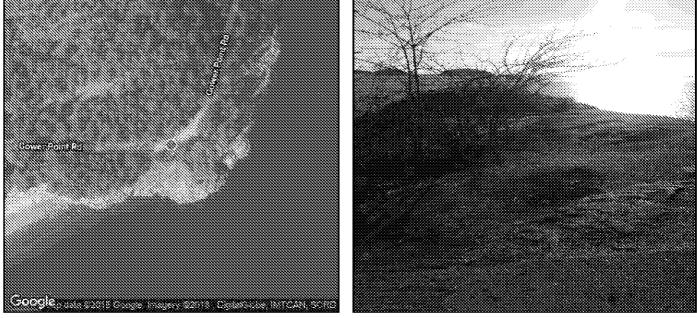
Attributes		
Northing	5470710.51 m	
Easting	462579.23 m	
Coring ID	#7	
Date Stamp	07/12/2018	

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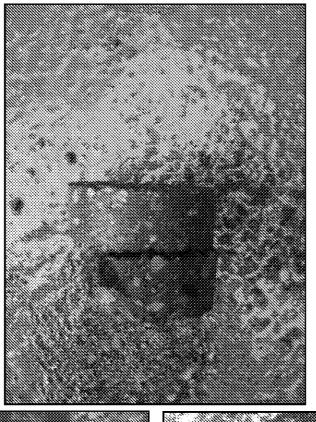


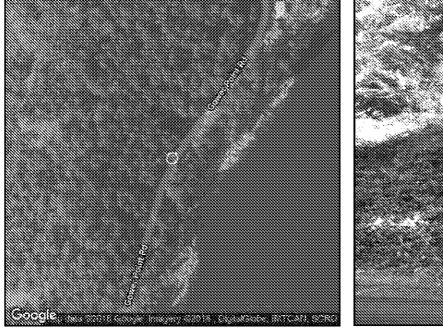
Attributes	
Northing	5470711.83 m
Easting	462646.44 m
Coring ID	#6
Date Stamp	07/12/2018

<u>CAR</u>	OQM instant inter	CCIE
Materials Texting & Engineering		nan da Kanananan 👘 Tatak Gushin Kanagaman



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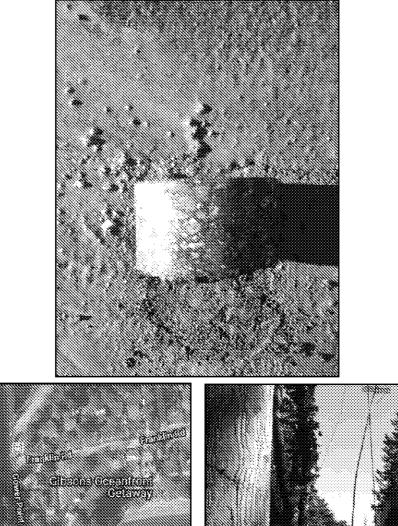


Attributes		
Northing	5470893.97 m	
Easting	462724.61 m	
Coring ID	#4	
Date Stamp	07/12/2018	

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Alarcan fasting & september 2000 and a		



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Attri	butes
Northing	5471069.29 m
Easting	462807.23 m
Coring ID	- # 4
Date Stamp	07/12/2018

	<u>Ç</u>	OQM interior state		
22222322233			unde Rodultation - Total Outline M	

Chaster Rd

Overview Map

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<u>CAR</u>	OQM Statistics of the		
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ASPHALT PAVEMENT CORE REPORT

CLIENT: Kontur Geotechincal Consultants	CONTRACT No.	K-191102-00
Unit 65 1833 Coast Meridian Rd	OUR FILE:	23571
Port Coquitlam,BC V3C 6G5	DATE:	10-Dec-18
	CORED BY:	R.H.
	DATE CORED:	07-Dec-18
ATTENTION: Matthew Yip	PAVED ON:	

PROJECT: Gospel Rock Subdivision

CORE	LOCATION	THIC	KNESS	COMMENTS			
NO.		707AL. [mm]	[mm]				
REF:	On Chaster Rd						
	Sta 0+00 centre of Int Chaster and Mahan Rd						
1	Sta 0+32m east and 2m from south side	50			Ν	Vewer asphalt	
2	Sta 0+99m east and 2m from south side	55					
3	Sta 1+99m east and 3m from south side	55					
4	Sta 3+01m east and in centre of road	35					
5	Sta 3+93m east and 2m from south side	20					

COMMENTS:Tested for thickness only

Richard Humphries

Asphalt Coring Tech

CCIE	OQM Manual and Salah	comer construction

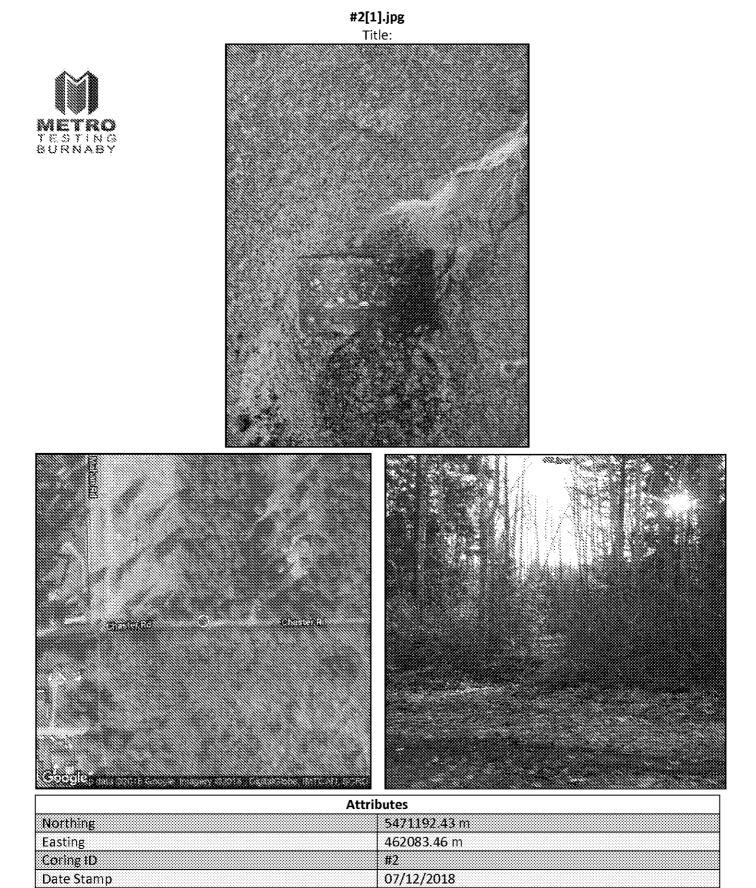
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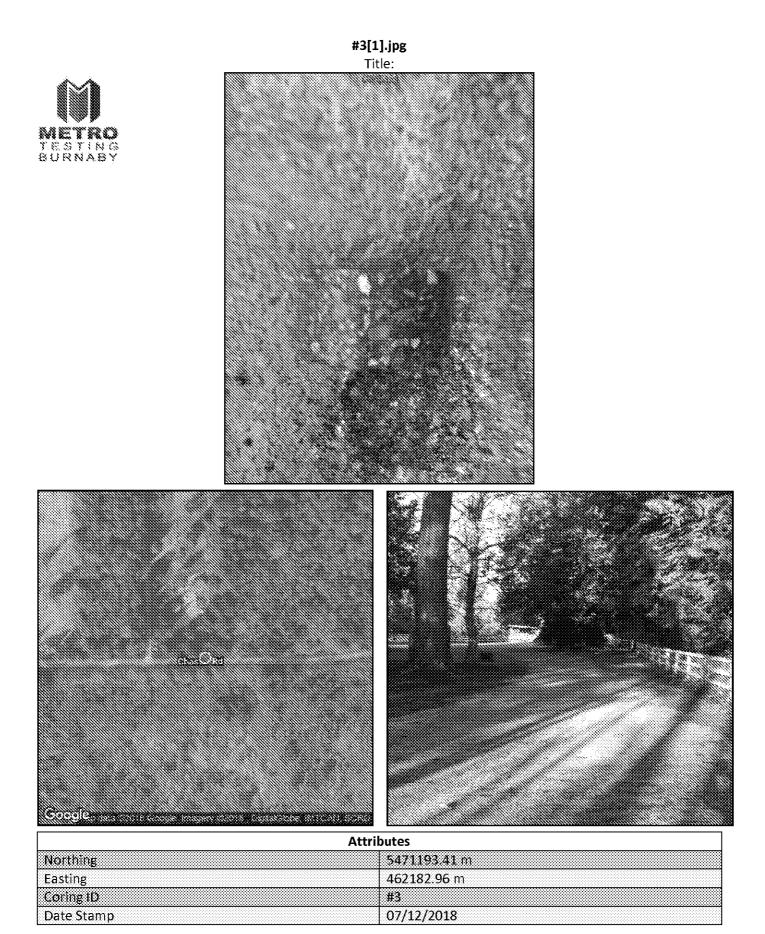
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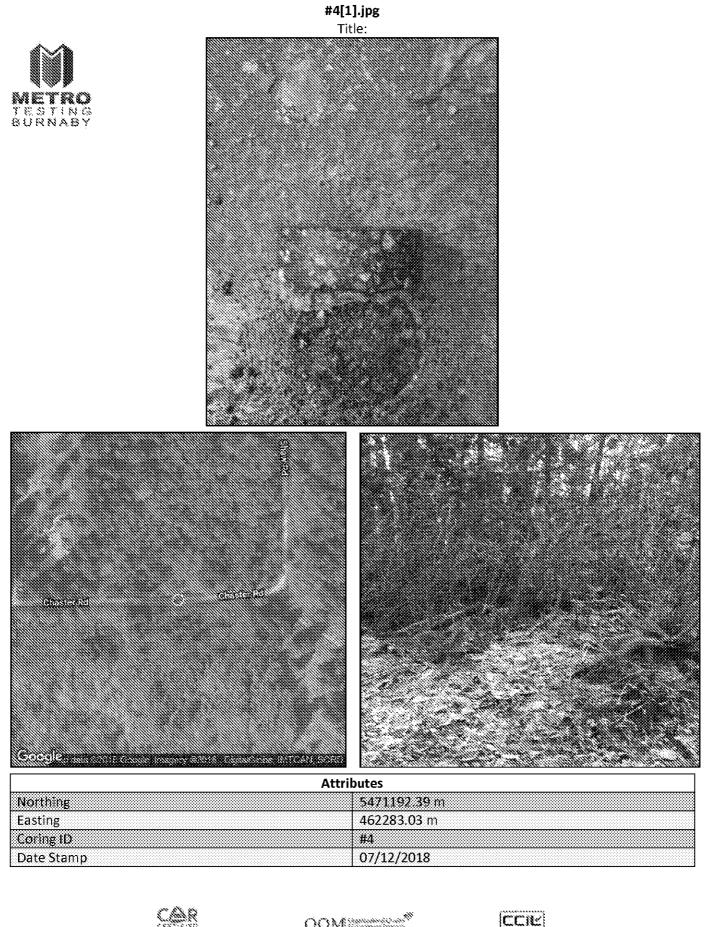
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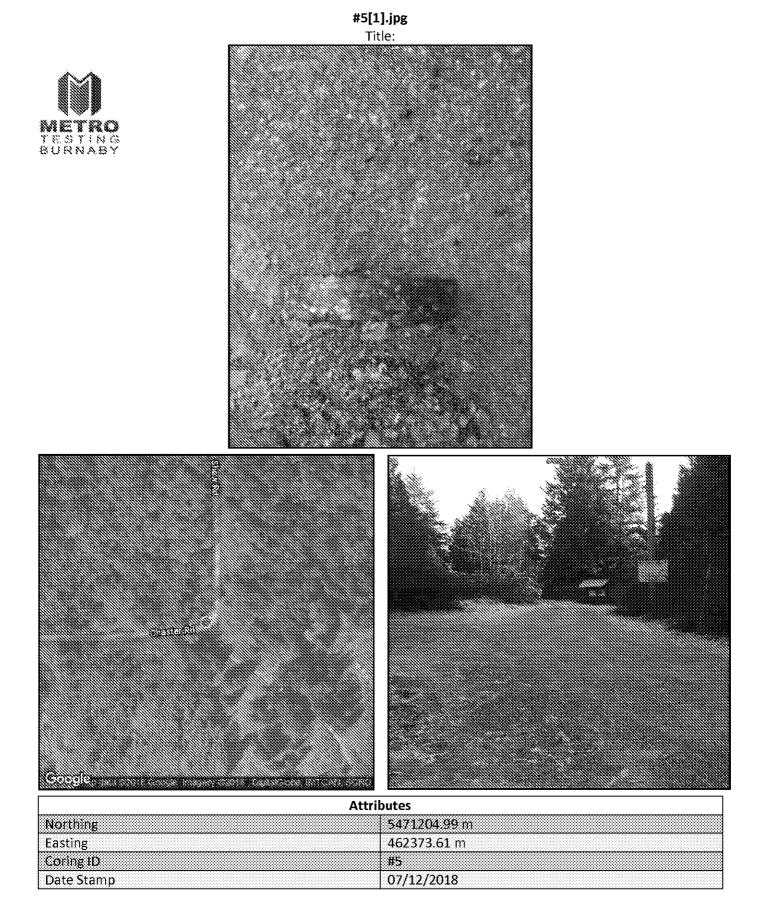
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January 29, 2019

2015 National Building Code Seismic Hazard Calculation

INFORMATION: Eastern Canada English (613) 995-5548 français (613) 995-0600 Facsimile (613) 992-8836 Western Canada English (250) 363-6500 Facsimile (250) 363-6565

Site: 49.3914 N, 123.5158 W User File Reference:

Requested by:,

National Building Code ground motions: 2% probability of exceedance in 50 years (0.000404 per annum)

Sa(0.05)	Sa(0.1)	Sa(0.2)	Sa(0.3)	Sa(0.5)	Sa(1.0)	Sa(2.0)	Sa(5.0)	Sa(10.0)	PGA (g)	PGV (m/s)
0.449	0.684	0.845	0.853	0.759	0.432	0.262	0.084	0.030	0.368	0.559

Notes. Spectral (Sa(T), where T is the period in seconds) and peak ground acceleration (PGA) values are given in units of g (9.81 m/s²). Peak ground velocity is given in m/s. Values are for "firm ground" (NBCC 2015 Site Class C, average shear wave velocity 450 m/s). NBCC2015 and CSAS6-14 values are specified in **bold** font. Three additional periods are provided - their use is discussed in the NBCC2015 Commentary. Only 2 significant figures are to be used. *These values have been interpolated from a 10-km-spaced grid of points. Depending on the gradient of the nearby points, values at this location calculated directly from the hazard program may vary. More than 95 percent of interpolated values are within 2 percent of the directly calculated values.*

Ground motions for other probabilities:			
Probability of exceedance per annum	0.010	0.0021	0.001
Probability of exceedance in 50 years	40%	10%	5%
Sa(0.05)	0.096	0.223	0.311
Sa(0.1)	0.148	0.342	0.475
Sa(0.2)	0.185	0.429	0.595
Sa(0.3)	0.186	0.436	0.604
Sa(0.5)	0.153	0.378	0.530
Sa(1.0)	0.077	0.203	0.294
Sa(2.0)	0.042	0.116	0.174
Sa(5.0)	0.0095	0.029	0.049
Sa(10.0)	0.0035	0.0100	0.017
PGA	0.080	0.187	0.259
PGV	0.095	0.261	0.379

References

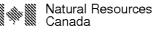
National Building Code of Canada 2015 NRCC no. 56190; Appendix C: Table C-3, Seismic Design Data for Selected Locations in Canada

User's Guide - NBC 2015, Structural Commentaries NRCC no. ^{49.5'N} xxxxx (in preparation) Commentary J: Design for Seismic Effects

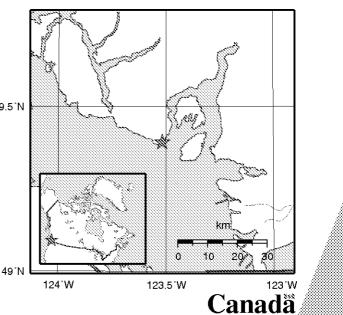
Geological Survey of Canada Open File 7893 Fifth Generation Seismic Hazard Model for Canada: Grid values of mean hazard to be used with the 2015 National Building Code of Canada

See the websites *www.EarthquakesCanada.ca* and *www.nationalcodes.ca* for more information

Aussi disponible en français



Ressources naturelles Canada



Schedule C

Letter titled "Geotechnical Addendum Letter, Proposed Residential Development – Gospel Rock Village, Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated September 18, 2019;



September 18, 2019 Project No.: <<EnterProjectNo.>>

Greenlane Homes Ltd. **c/o Webster Engineering Ltd.** 3745 Delbrook Ave North Vancouver, B.C. V7N 3Z4

By email: michelle@webstereng.net

RE: GEOTECHNICAL ADDENDUM LETTER Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C.

Dear Ms. Fisher,

1.0 INTRODUCTION

Kontur Geotechnical Consultants Inc. (Kontur) has completed this geotechnical addendum for the abovereferenced project. The purposes of this letter are:

- To provide updated geotechnical information based on additional test pits recently completed at the site;
- To provide updated geotechnical recommendations for the six (6) proposed lots along Gower
 Point Road in relation to *Development Permit Area No. 1 Geotechnical Hazard Areas*; and,
- To provide geotechnical comment for the six (6) proposed lots along Gower Point Road in relation to Development Permit Area No. 9 – Gibsons Aquifer.

This letter has been prepared in accordance with standard and widely accepted geotechnical engineering principles and practices for similar projects in this region. This letter does not address any environmental issues or considerations related to the proposed project.

Review and use of this letter should be completed in accordance with the attached *Interpretation and Use* of Study and Report document and the previous geotechnical reports completed by Kontur and dated December 27th, 2018, and, January 31st, 2019. These reports are included as an integral part of this letter and should be read in conjunction with all parts of this letter.

2.0 ADDITIONAL FIELD WORK

In addition to the field work completed and described in the previous reports completed by Kontur, a total of fourteen (14) additional test pits were completed as illustrated in the attached Figure 1 – Testhole location Plan and Vicinity Map. Individual test pits lots are also attached to this letter.

The test pits were completed on August 19th, 2019, upon receiving access approval from the Environmental Consultant due to nesting birds. The test pits were excavated using a track-mounted excavator owned and operated by Maycon Construction Management Ltd. Each test pit was backfilled upon completion with the soils excavated from the test pit and tamped in-place with the excavator bucket.

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September 18, 2019 Project No.: K-191102-00 GEOTECHNICAL ADDENDUM LEITER Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 MWD Plan 5755, Gibsons B.C.



In addition, a detailed site reconnaissance was completed by Kontur along the bluff immediately above the proposed six (6) lots on the east side of Gower Point Road. The bluff was traversed by foot and visual assessment of features of geotechnical engineering significance were made.

3.0 SITE CONDITIONS

3.1 Six (6) Lots on Gower Point Road

As previously described, the main part of the site is situated at the top of a bedrock ridge. The east side of the ridge is generally comprised of two gently sloped benches that drop down to the east. The upper bench is about 50 to 80m wide and sloped at an average inclination of about 6(H):1(V) to 8(H):1(V). The lower bench located at an elevation of about 75m geodetic, and is about 60 to 70m wide. The lower bench slopes down to the east at an average inclination of about 10(H):1(V). The slope between the benches is about 4(H):1(V) to 5(H):1(V). The east side of the lower bench is marked by a distinct break-in-slope at an elevation of about 70m, geodetic.

A distinct break-in-slope wraps around the south and east sides of the bedrock ridge at an elevation between about 80 (south) to 70m (east), geodetic. The break-in-slope marks the top of a steep bedrock-controlled slope that drops down to the south and east to the Natural Boundary of the Sea. The slope is comprised of a series of steep slopes and bluffs that have an average inclination of about 1(H):1(V) to 1.5(H):1(V). Bedrock bluffs or steps within the slope generally range from 1 or 2m to as much as about 10m in height and are steeply sloped to near-vertical.

The proposed six (6) residential lots at the northeast corner of the project site along Gower Point Road are located at the base of these east-facing steep slopes and bluffs that are bedrock-controlled. More specifically, a near-vertical bluff, averaging an inclination of about 1(H):5(V), about 6 to 8 m in height was noted towards the west end of Lots 1, 2, and 3. In addition, several detached rock fragments, ranging from about 1 to 3m in size, were noted on the face of the slope.

The ground surface east of the site (east of Gower Point Road), is situated at a much lower elevation, ranging between about 10 to 15m below the proposed building areas.

Three test pits (TP19-12, -13, and -14), were completed within the proposed lots. The test pits were shallow, ranging from about 0.2 to 0.9m below the existing ground surface. Beneath a capping of topsoil/forest litter or colluvium, bedrock, or a veneer of till-like soil over bedrock, was encountered. No groundwater seepage was noted in any of the test pits.

No significant surface water runoff or seepage along the face of the slopes were noted at the time of the site visit.

3.2 Main Subdivision Area (Village Crescent, Village High Street, Cross Rock Way, and Prospect Place)

A total of eleven (11) additional test pits were completed within this part of the proposed development.

Generalized subsurface soil conditions encountered in the test pits completed as part of the exploration program are presented below, with soil units described in general order of increasing depth of occurrence:

September 18, 2019 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LETTER Proposed Residential Development – Gospel Rock, Village Block 7 DI, 842 Group 1 NWD Plan 6755, Gibsons B.C.



- UNIT A TOPSOIL or FOREST LITTER. A thin layer, typically less than about 300mm, of loose woody debris, rootlets, and other organics, was noted at each test pit location.
- UNIT C SAND to Sandy SILT to SAND and GRAVEL. This unit was encountered beneath Unit A and typically was about 1m thick. This layer was compact or firm.
- UNIT D Clayey SILT to Silty CLAY. This unit was encountered in TP19-01 and 06, and extended to a depth of about 2.7 to 5m below the existing ground surface respectively. Moisture content of this material was about 26%. This unit was very stiff to hard.
- UNIT E Sandy SILT to Silty SAND (till-like). This unit was encountered in TP19-01, -02, 04, 05, 07, and 08. This unit typically was about 1 to 1.5m thick, or less, and encountered over bedrock.
- UNIT F BEDROCK. Bedrock outcrops were noted across the central and southeastern parts of the site. Bedrock was encountered at the base of test pits TP19- 02, -03, -04, -05, and -08 at a depth between about 1.9 to 3.4m below the existing ground surface.

Groundwater was not observed in any of the test pits.

4.0 COMMENTS, AND RECOMMENDATIONS

4.1 General

As previously stated, it is Kontur's opinion that the significant geotechnical considerations associated with subdivision of this site may be related to:

- Establishing appropriate geotechnical setbacks or special provisions to mitigate against potential slope instability or rockfall in parts of the development that are located near steep slopes or bluffs;
- Retaining walls to support fill and/or cut slopes;
- » Excavation and site preparation for bedrock-controlled areas and areas underlain by soil;
- ∞ Temporary surface water and/or ground water control.

Based on the observations, information, and findings presented above, the following sections outline the additional geotechnical comments and recommendations provided by Kontur with respect to subdivision and site development, specific to the six (6) lots on Gower Point Road.

Provided that all of the comments and recommendations contained in this letter, including the comments and recommendations previously made by Kontur, are implemented, the proposed subdivision is feasible from a geotechnical point-of-view, and is considered safe for the intended use, that being a residential subdivision.

4.2 DPA #1 – Geotechnical Hazard Areas

As previously noted in the 2018 Kontur report, 'Lots A1 to A6' now labeled 'Lots 1 to 6', a horizontal setback from the toe of steep slopes or bluffs was recommended to avoid potential rockfall and/or slope hazards. The setback was defined by a gradient line projected down from the top of the slope at an inclination of about 3(H):1(V) (Horizontal:Vertical). Where this setback cannot be implemented, a recommendation to implement appropriate rockfall mitigation measures was made.

It is understood that a 14m wide 'environmental' setback is required from the west property line.

September 18, 2019 Project No.: K-191102-00 GEOTECHNICAL ADDENDUM LEITTER Proposed Residential Development – Gospel Rock Village Block 7 DI. 842 Group 1 NWD Plan 6755, Glosons B.C.



Based on the recent site visit and updated subdivision information, the following comments and recommendations are provided specific to the six lots on Gower Point Road. All other geotechnical comments and recommendations for building setbacks should be implemented as previously noted.

For Lots 1, 2, and 3, rockfall mitigation measures, in the form of rock anchors, other rock stabilization measures, or a catchment barrier, should be installed to protect the proposed buildings constructed the lots against potential rockfall. It should be noted that the recommended rockfall mitigation works may be located within the environmental setback zone. A rockfall protection fence should also be installed at the west property boundary at the top of the steep bluff to act as a barrier from potential rockfall from above.

For Lots 4, 5, and 6, rockfall mitigation measures, in the form of a rockfall fence or berm, may be constructed at either the west property line, or along the environmental setback boundary. Due to the sloping topography above these lots, omission of the rockfall fence or berm is not recommended.

All rockfall mitigation measures should be properly designed and constructed based on a site specific (lot by basis) assessment by the Geotechnical Engineer as building designs are developed for building permit.

4.3 DPA # 9 – Gibsons Aquifer

The lower six lots on Gower Point Road are located within the *Lower Gibsons Subarea* and within the Gibsons Aquifer Development Permit Area (DPA#9).

The subgrade beneath the 6 lots on Gower Point Road consist of bedrock, or bedrock covered with a relatively thin mantle of soil. The mantle of soil is generally less than about 1m thick. Along part of Gower Point Road (adjacent to the six lots) and part of Glassford Road, a capping of sands and gravels overlying dense till-like soils are expected. No groundwater levels were encountered in any of the test pits completed as part of the field work described above.

Kontur has reviewed the *Aquifer Mapping Study for Town of Gibsons* prepared by Waterline Resources Inc. and dated May 13, 2013, and the BC Water Resources Atlas on-line mapping of nearby water wells. It is noted that nearby water wells are generally located more than a horizontal distance of about 300m from the project site. In addition, it is noted that the minimum building elevation (basement floor elevation) of the proposed buildings will not be less than an elevation of about 21m geodetic, or below the surface of Gower Point Road. Furthermore, utility service connections for the individual lots, and/or improvements to existing buried utility's, may require excavation of about 1 to 3m below the existing surface elevation of Gower Point Road.

Based on the above information and the recent findings presented in this letter, excavations for the proposed buildings on Lots 1 to 6 are not expected to detrimentally influence the Gibsons Aquifer. Excavations for utility service connections and/or improvements are also not expected to detrimentally influence the Gibsons Aquifer. Potential groundwater seepage that may be encountered during excavation for the proposed building foundations, utility service connections, and/or utility service improvements, are expected to be associated with a perched/localized groundwater level (on top of bedrock or till-like soil), that may develop due to periods of prolonged or intense rainfall and/or rapid snowmelt. This perched condition is not considered to be part of the underlying (deep) static groundwater level (Gibsons Aquifer).

September 18, 2019 Project No.: K-191102-00 GEOTECHNICAL ADDENDUM LEITTER Proposed Residential Development – Gospel Rock Village Block 7 DI. 842 Group 1 NWD Plan 6755, Glosoes B.C.



Therefore, from a geotechnical point-of-view, excavation for the proposed buildings on Lots 1 to 6 and associated utility service connections/improvements are considered to have a very low to negligible potential to detrimentally influence the Gibsons Aquifer.

Provided excavations for the proposed buildings on Lots 1 to 6 do not extend below an elevation of about 21m geodetic, no special groundwater protection measures are considered necessary.

Provided excavations for proposed utility service connections and/or utility service improvements along part of Gower Point Road and Glassford Road are no more than 3m below the existing ground surface and do not extend through the dense till-like soil unit, no special groundwater protection measures are considered necessary. Where excavation is proposed to be deeper than these requirements, further review by the Geotechnical Engineer is required.

5.0 CLOSURE

The comments and recommendations presented in this report are based on the referenced information and Kontur's understanding of the project as described herein. If subsurface conditions or project parameters differ from those described in this report, Kontur should be notified promptly to review geotechnical aspects of the project and provide additional or modified comments and recommendations, as deemed appropriate. Contractors should make their own assessments of subsurface conditions at this site and select the construction means and methods that are most appropriate for encountered site conditions.

This report has been prepared for the exclusive use of Greenlane Homes Ltd., their designated agents or consultants, and the Town of Gibsons. Any use of the information contained in this letter for other than its intended purpose or by any other party must first be verified in writing by Kontur. Kontur does not accept any responsibility or damages because of any other party relying on or using the information, comments, opinions, and recommendations contained in this letter.

Kontur trusts that the information described above meets your current requirements. If you should have any concerns or questions, please do not hesitate to contact the undersigned.

Sincerely,

Kontur Geotechnical Consultants Inc.

Per:

Reviewed by:

Matthew Yip MEng PEng Principal | Geotechnical Engineer Evan Sykes PEng Principal | Geotechnical Engineer

Attachments: Interpretation and Use of Study and Report Document Figure 1 – Testhole Location Plan and Vicinity Map 2019 Test Pit Logs

Page 5 of 5

September 18, 2019 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LEITER Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 NWD Plan 5755, Glosons B.C.



INTERPRETATION AND USE OF STUDY AND REPORT DOCUMENT

1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering consulting practices in this area. No other warranty, expressed or implied, is made. Engineering studies and reports do not include environmental engineering or consulting. 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF THE REPORT

The Report has been prepared for the specific site, development, building, design or building assessment objectives and purpose that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT. WE WILL CONSENT TO ANY REASONABLE REQUEST BY THE CLIENT TO APPROVE THE USE OF THIS REPORT BY OTHER PARTIES AS "APPROVED USERS". The contents of the Report remain our copyright property and we authorise only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of the Report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make the Report, or any portion thereof, available to any party without our written permission. Any use which a third party makes of the Report, or any portion of the Report, are the sole responsibility of such third parties. We accept no responsibility for damages suffered by any third party resulting from unauthorised use of the Report.

5. INTERPRETATION OF THE REPORT

Nature and Exactness of Descriptions: Classification and identification of soils, rocks, geological units, contaminant materials, building envelopment assessments, and engineering estimates have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs, implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations, or building envelope descriptions, utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarising such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such documents or records should be aware of, and accept, this risk. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.

Reliance on Provided information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the report as a result of misstatements, omissions, misrepresentations or fraudulent acts of persons providing information.

To avoid misunderstandings, KONTUR should be retained to work with the other design professionals to explain relevant engineering findings and to review their plans, drawings, and specifications relative to engineering issues pertaining to consulting services provided by KONTUR. Further, KONTUR should be retained to provide field reviews during the construction, consistent with building codes guidelines and generally accepted practices. Where applicable, the field services recommended for the project are the minimum necessary to ascertain that the Contractor's work is being carried out in general conformity with KONTUR's recommendations. Any reduction from the level of services normally recommended will result in KONTUR providing qualified opinions regarding adequacy of the work.

6. ALTERNATE REPORT FORMAT

When KONTUR submits both electronic file and hard copies of reports, drawings and other documents and deliverables (KONTUR's instruments of professional service), the Client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by KONTUR shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancy, the hard copy versions shall govern over the electronic versions. Furthermore, the Client agrees and waives all future right of dispute that the original hard copy signed version archived by KONTUR shall be deemed to be the overall original for the Project.

The Client agrees that both electronic file and hard copy versions of KONTUR's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party except KONTUR. The Client warrants that KONTUR's instruments of professional service will be used only and exactly as submitted by KONTUR.

The Client recognizes and agrees that electronic files submitted by KONTUR have been prepared and submitted using specific software and hardware systems. KONTUR makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

Schedule D

Letter titled "Geotechnical Addendum Letter 02, Building Setbacks for Proposed Residential Development – Gospel Rock Village, Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated February 5, 2020;



February 5, 2020 Project No.: **K-191102-00**

Greenlane Homes Ltd. **c/o Webster Engineering Ltd.** 3745 Delbrook Ave North Vancouver, B.C. V7N 3Z4

By email: <u>michelle@webstereng.net</u>

RE: GEOTECHNICAL ADDENDUM LETTER 02 Building Setbacks for Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Gibsons B.C.

Dear Ms. Fisher,

1.0 INTRODUCTION

Kontur Geotechnical Consultants Inc. (Kontur) has completed this *Geotechnical Addendum 02* for the above-referenced project. The purposes of this letter are:

- To provide updated geotechnical information based on a site meeting completed on November 27th, 2019, by a Senior Geotechnical Engineer from Kontur and accompanied by representatives from the Town of Gibsons, Diamond Head Consulting Ltd., and the Developer/Owner.
- To provide further clarification with respect to the recommended geotechnical setbacks from the top and/or bottom of steep slopes or bluffs on and around the proposed development.

This letter has been prepared in accordance with standard and widely accepted geotechnical engineering principles and practices for similar projects in this region. This letter does not address any environmental issues or considerations related to the proposed project.

Review and use of this letter should be completed in accordance with the attached *Interpretation and Use of Study and Report* document and the previous geotechnical reports and addendum letter completed by Kontur and dated December 27th, 2018, January 31st, 2019, and September 18th, 2019. These reports are included as an integral part of this letter and should be read in conjunction with all parts of this letter.

2.0 SITE VISIT

A Senior Geotechnical Engineer from Kontur visited the site on November 27th, 2019, and was accompanied by representatives from the Town of Gibsons, Diamond Head Consulting Ltd. (Environmental Consultant), and the Developer/Owner. The purpose of the site visit was to review several areas, specifically Lot 10, 56 to 58, and Lot 16, 24 and 25 (previously reported as Lot 4, 13 to 15, and Lots 3 and 45, respectively).

As previously reported, these lots are located near the top or bottom of a bedrock-controlled steep slope or bluff. Detailed site descriptions are noted in the previous reports and not repeated herein.

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February 5, 2020 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LEITTER Proposed Residential Development – Gospel Rock, Village Block 7 DI, 842 Group 1 NWD Plan 5755, Glosons B.C.



3.0 COMMENTS, AND RECOMMENDATIONS

3.1 General

As previously stated, it is Kontur's opinion that the significant geotechnical considerations associated with subdivision of this site may be related to:

- Establishing appropriate geotechnical setbacks or special provisions to mitigate against potential slope instability or rockfall in parts of the development that are located near steep slopes or bluffs;
- Retaining walls to support fill and/or cut slopes;
- Excavation and site preparation for bedrock-controlled areas and areas underlain by soil;
- Temporary surface water and/or ground water control.

Based on the observations, information, and findings presented above, the following provides further information related to the recommended building setbacks from a geotechnical point-of-view.

Provided that all of the comments and recommendations contained in this letter, including the comments and recommendations previously made by Kontur, are implemented, the proposed subdivision is feasible from a geotechnical point-of-view, and is considered safe for the intended use, that being a residential subdivision.

3.2 Building Setbacks

As identified above, appropriate geotechnical setbacks from the crest or toe of any steep slope or bluff should be implemented, to protect proposed buildings and infrastructure against potential rock falls, topples, or slides (localized). Where these setbacks are not achieved, special measures to stabilize the slope/bluff may be required as directed by the Geotechnical Engineer.

For Lots 10 and 56 to 58, to avoid specialized slope stabilization measures and/or foundation design requirements for new buildings, building should be located a horizontal distance of at least 15m from the top (crest) of the nearby steep slope or bluff. Infrastructure, such as the proposed sanitary and storm sewer should also follow this horizontal setback.

Where new buildings and/or infrastructure are to be placed within 15m of the top of slope/bluff, additional measures to stabilize the slope and/or upgrades to conventional building foundations should be implemented. These measures may vary and are dependant on final building layouts and proposed permanent slopes. Measures may include removal of loose rock fragments, anchoring (rock anchors) or supporting loose rock fragments, and/or anchoring building foundations to intact bedrock. These measures should be developed during the detailed design stage of the project as building concepts and designs become available.

Provided appropriate slope/rock stabilization measures are designed and constructed, building setbacks can be reduced to about 3 to 5m from the top or crest of the steep bedrock slope/bluff as determined by the Geotechnical Engineer.

February 5, 2020 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LEITER Proposed Residential Development – Gospel Rock Village Block 7 DI 842 Group 1 MWD Plan 6755, Gibsons B.C.



From a geotechnical point-of-view, a 'no-build' covenant is not required for these lots; however, it is recommended that a site-specific geotechnical assessment be completed for proposed buildings where the above-recommended 15m setback cannot be achieved.

For Lots 16, 24, and 25, to avoid special measures to protect proposed buildings against potential rock fall, a horizontal setback from the bottom (toe) of the steep slopes or bluffs is recommended.
 For these lots, the bedrock-controlled steep slope is about 8m high, therefore, a minimum 3m wide catchment area should be provided at the base of the slope for these lots. For higher slopes, a larger setback or a rockfall barrier (i.e. fencing) similar to that recommended for Lots 1 to 6 below should be constructed at the toe of the slope.

Rockfall protection should be implemented in the form of properly scaling the slope/bluff of loose rock fragments, securing larger rock fragments with anchors, constructing deflection barriers or berms, if deemed necessary by the Geotechnical Engineer. A site-specific review of these lots should be completed for proposed building on these lots to reassess and determine specific rockfall protection details, if required.

For Lots 1, 2, and 3 (previously A1 to A3), rockfall mitigation measures, in the form of rock anchors, other rock stabilization measures, or a catchment barrier, should be installed to protect the proposed buildings constructed the lots against potential rockfall. It should be noted that the recommended rockfall mitigation works may be located within the environmental setback zone. A rockfall protection fence should also be installed at the west property boundary at the top of the steep bluff to act as a barrier from potential rockfall from above.

For Lots 4, 5, and 6 (previously A4 to A6), rockfall mitigation measures, in the form of a rockfall fence or berm, may be constructed at either the west property line, or along the environmental setback boundary. Due to the sloping topography above these lots, omission of the rockfall fence or berm is not recommended.

All rockfall mitigation measures should be properly designed and constructed based on a site specific (lot by basis) assessment by the Geotechnical Engineer as building designs are developed for building permit.

The approximate area that these setbacks should be implemented are illustrated on the attached Figure/Drawing *G101 – Site Location and General Site Layout*.

4.0 CLOSURE

The comments and recommendations presented in this report are based on the referenced information and Kontur's understanding of the project as described herein. If subsurface conditions or project parameters differ from those described in this report, Kontur should be notified promptly to review geotechnical aspects of the project and provide additional or modified comments and recommendations, as deemed appropriate. Contractors should make their own assessments of subsurface conditions at this site and select the construction means and methods that are most appropriate for encountered site conditions. internery (†. 2020) Promotika – **N. 191102-00** GACUTECHTAR & FEDGARDAR (†. 1911) GACUTECHTAR & FEDGARDAR (†. 1911) Promotik (†. 1918) Gaceg & C. 1884 Group I, Neyo (†. 900) (†. 1918) Gaceg & C. 1884 Group I, Neyo (†. 900) (†. 1918)



This report has been prepared for the exclusive use of Greenlane Homes Ltd., their designated agents or consultants, and the Town of Gibsons. Any use of the information contained in this letter for other than its intended purpose or by any other party must first be verified in writing by Kontur. Kontur does not accept any responsibility or damages because of any other party relying on or using the information, comments, opinions, and recommendations contained in this letter.

Kontur trusts that the information described above meets your current requirements. If you should have any concerns or questions, please do not hesitate to contact the undersigned.

Sincerely,

Kontur Geotechnical Consultants Inc.

Per: Matthew ig PEng

Principal | Geotechnical Engineer

Attachments: Interpretation and Use of Study and Report Document Figure 1 - Testhole Location Plan and Vicinity Map

Reviewed by:

Evañ Sykés PEng Principal | Geotechnical Engineer

8.5828 8 of A

February 3, 2020 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LEITER Proposed Residential Development – Gospel Rock Village Block 7 DI, 842 Group 1 SW/D Plan 6735, Gibsons B.C.



INTERPRETATION AND USE OF STUDY AND REPORT DOCUMENT

1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering consulting practices in this area. No other warranty, expressed or implied, is made. Engineering studies and reports do not include environmental engineering or consulting. 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF THE REPORT

The Report has been prepared for the specific site, development, building, design or building assessment objectives and purpose that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT. WE WILL CONSENT TO ANY REASONABLE REQUEST BY THE CLIENT TO APPROVE THE USE OF THIS REPORT BY OTHER PARTIES AS "APPROVED USERS". The contents of the Report remain our copyright property and we authorise only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of the Report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make the Report, or any portion thereof, available to any party without our written permission. Any use which a third party makes of the Report, or any portion of the Report, are the sole responsibility of such third parties. We accept no responsibility for damages suffered by any third party resulting from unauthorised use of the Report.

5. INTERPRETATION OF THE REPORT

Nature and Exactness of Descriptions: Classification and identification of soils, rocks, geological units, contaminant materials, building envelopment assessments, and engineering estimates have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs, implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations, or building envelope descriptions, utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarising such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such documents or records should be aware of, and accept, this risk. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.

Reliance on Provided information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the report as a result of misstatements, omissions, misrepresentations or fraudulent acts of persons providing information.

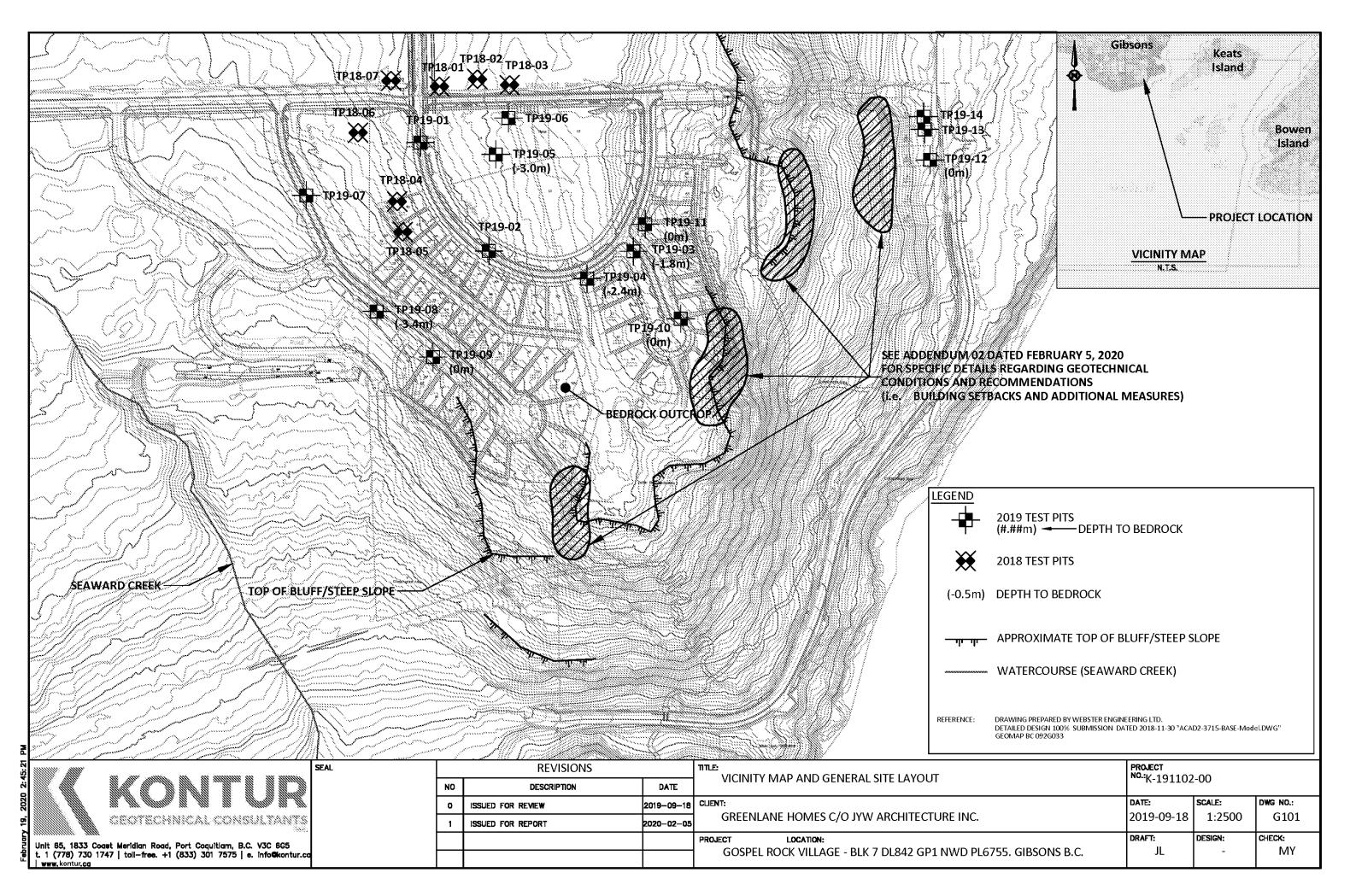
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When KONTUR submits both electronic file and hard copies of reports, drawings and other documents and deliverables (KONTUR's instruments of professional service), the Client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by KONTUR shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancy, the hard copy versions shall govern over the electronic versions. Furthermore, the Client agrees and waives all future right of dispute that the original hard copy signed version archived by KONTUR shall be deemed to be the overall original for the Project.

The Client agrees that both electronic file and hard copy versions of KONTUR's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party except KONTUR. The Client warrants that KONTUR's instruments of professional service will be used only and exactly as submitted by KONTUR.

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RCVD: 2020-09-09 RQST: 2024-03-11 21.58.57

Schedule E

Letter titled "Geotechnical Addendum Letter 03, Rock Slope and Foundation Stabilization Measures – Gospel Rock Village, Lot 56, 57, and 58 (Block 7 DL 842 Group 1 NWD Plan 6755) Gibsons B.C." completed by Kontur Geotechnical Consultants Inc., dated April 3, 2020;



April 8, 2020 Project No.: **K-191102-00**

Greenlane Homes Ltd. **c/o Webster Engineering Ltd.** 3745 Delbrook Ave North Vancouver, B.C. V7N 3Z4

By email: <u>michelle@webstereng.net</u>

RE: GEOTECHNICAL ADDENDUM LETTER 03 Rock Slope and Foundation Stabilization Measures – Gospel Rock Village Lot 56, 57, and 58 (Block 7 DL 842 Group 1 NWD Plan 6755) Gibsons B.C.

Dear Ms. Fisher,

Kontur Geotechnical Consultants Inc. (Kontur) has completed this *Geotechnical Addendum 03* for the above-referenced project. The purpose of this letter is to provide specific comments and recommendations for rock slope stabilization and/or foundation stabilization measures that may be required to allow a suitably sized buildable area on Lot 56, 57, and 58, of the proposed development.

This letter has been prepared in accordance with standard and widely accepted geotechnical engineering principles and practices for similar projects in this region. This letter does not address any environmental issues or considerations related to the proposed project.

Review and use of this letter should be completed in accordance with the attached *Interpretation and Use* of *Study and Report* document. This letter is also intended to supplement all of the previous letters/reports, and/or addendums. These documents are included as an integral part of this letter and should be read in conjunction with all parts of this letter.

As previously stated, for Lots 56 to 58, special measures to protect proposed buildings and/or infrastructure against regression of the slope crest due to potential rock falls and/or topples should be implemented. Based on visual review the primary failure mechanism for the bedrock slope appears to be toppling. Special measures to stabilize the slope/bluff and/or support the building may consist of one of the following two options:

- Option 1. Rock Slope Stabilization. This option includes drilling and installing a series or rock anchors, on a diamond spaced pattern, along the face of the bedrock slope, immediately below the proposed building. Rock anchors should consist of a minimum Double Corrosion Protected #8 to #11 Dywidag Threadbar drilled and grouted at least 3 to 5m into intact bedrock. Rock anchors should have a horizontal spacing of at least 2.1m (centre-to-centre) and equivalent vertical spacing. A preliminary recommendation for at least three (3) rows of anchors is provided; however, this may be reduced depending on final building designs. The number and size of rock anchors may vary, depending on final building loads and requirements.
- **Option 2. Foundation Stabilization.** As an alternative to rock anchors installed along the face of the slope, building foundations can be designed to include vertical or inclined rock anchors used

[👪] Unit 65, 1833 Coast Meridian Road, Port Coquitiam, 8C V3C 6G5 | 🐒 +1 (778) 730-1747 | 🐹 info@kontur.ca | 🔇 www.kostur.ca

April 8, 2020 Project No.: **K-191102-00** GEOTECHNICAL ADDENDUM LETTER 03 Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 NWD Plan 6755, Glosons 8.C.



to anchor the building foundation to the underlying rock mass. The rock anchors would create a large stable rock mass. Rock anchors should also consist of minimum Double Corrosion Protected #8 to #11 Dywidag Threadbar drilled and grouted at least 3 to 5m into intact bedrock. The number and size of rock anchors may vary, depending on final building loads and requirements.

Both Option 1 and 2 are illustrated on the attached *Figure 1 – Geotechnical Setbacks and Rock Slope Stabilization Measures*.

Detailed design of rock anchors should be completed and included in drawings for the building permit submission and be based on final site and building designs. Rock anchors should be designed and tested in accordance with the document *PTI DC35.1-14 Recommendations for Prestressed Rock and Soil Anchors (2014)* prepared by the Post Tensioning Institute.

From a geotechnical point-of-view, provided all of the geotechnical comments/recommendations are implemented (including either option 1 or 2 above), the lots may be considered safe for the intended use, that being a single-family residence. In addition, the recommended horizontal setback may be reduced to 3 to 5m from the crest of the rock slope/bluff. The difference between a 3 or 5m setback is dependent on detailed building designs and loading conditions.

The comments and recommendations presented in this report are based on the referenced information and Kontur's understanding of the project as described herein. If subsurface conditions or project parameters differ from those described in this report, Kontur should be notified promptly to review geotechnical aspects of the project and provide additional or modified comments and recommendations, as deemed appropriate. Designers and Contractors should make their own assessments of subsurface conditions at this site and select the construction means and methods that are most appropriate for encountered site conditions.

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Kontur trusts that the information described above meets your current requirements. If you should have any concerns or questions, please do not hesitate to contact the undersigned.

Sincerely, Kontur Geotechnical Consultants Inc. Per:

Reviewed by:

Matthew Yip MEng PEng Principal | Geotechnical Engineer Evan Sykes PEng Principal | Geotechnical Engineer

 Attachments:
 Interpretation and Use of Study and Report Document

 Figure – Site Plan for Lots 56, 57, and 58 (provided by Webster)

 Figure – Geotechnical Setback and Rock Slope Stabilization Measures

Project No.: K-191102-00 GEOTECHNICAL ADDENDUM LETTER 03 Proposed Residential Development – Gospel Rock Village Block 7 DL 842 Group 1 MWD Plan 6755, Glosoes B.C.



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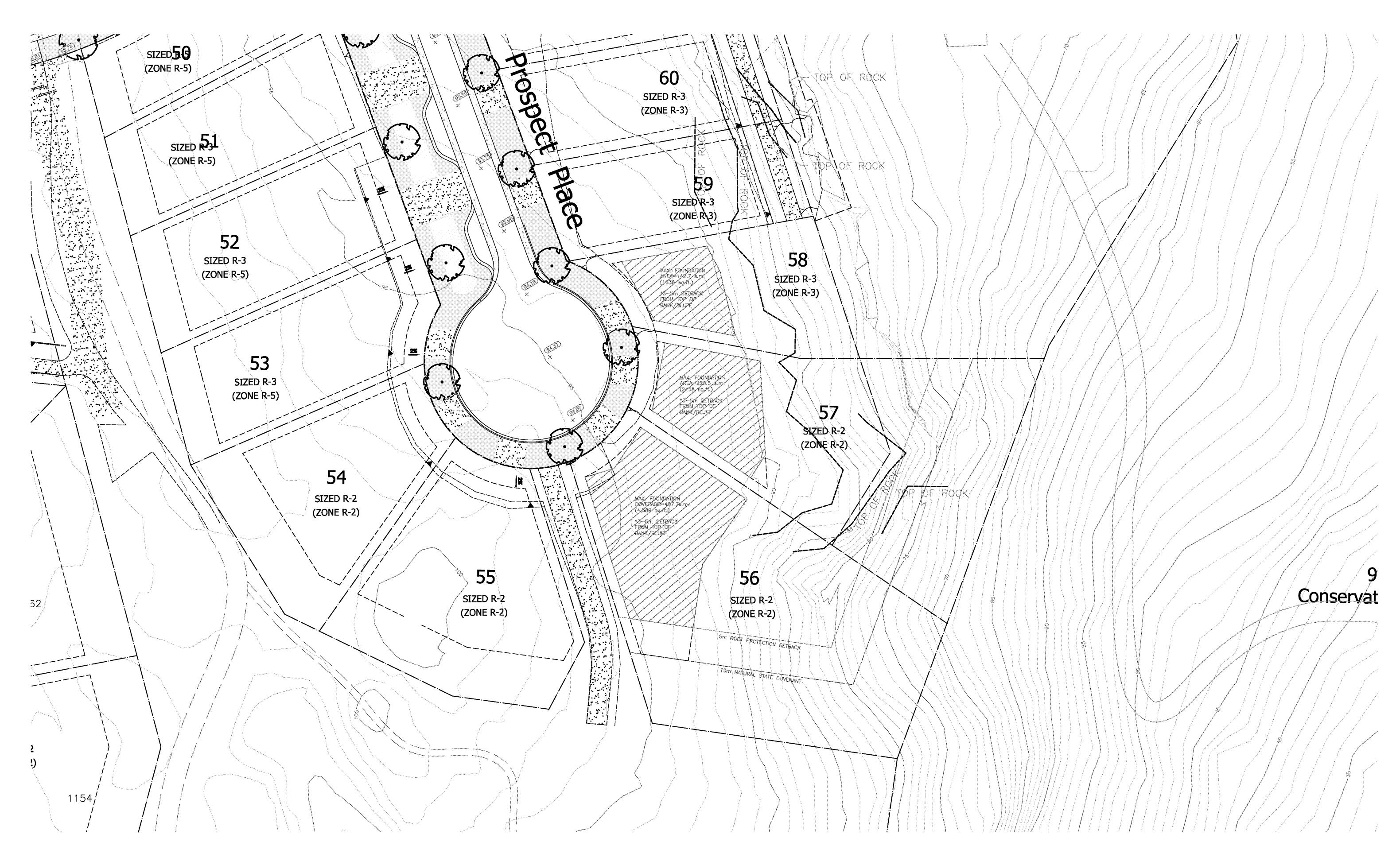
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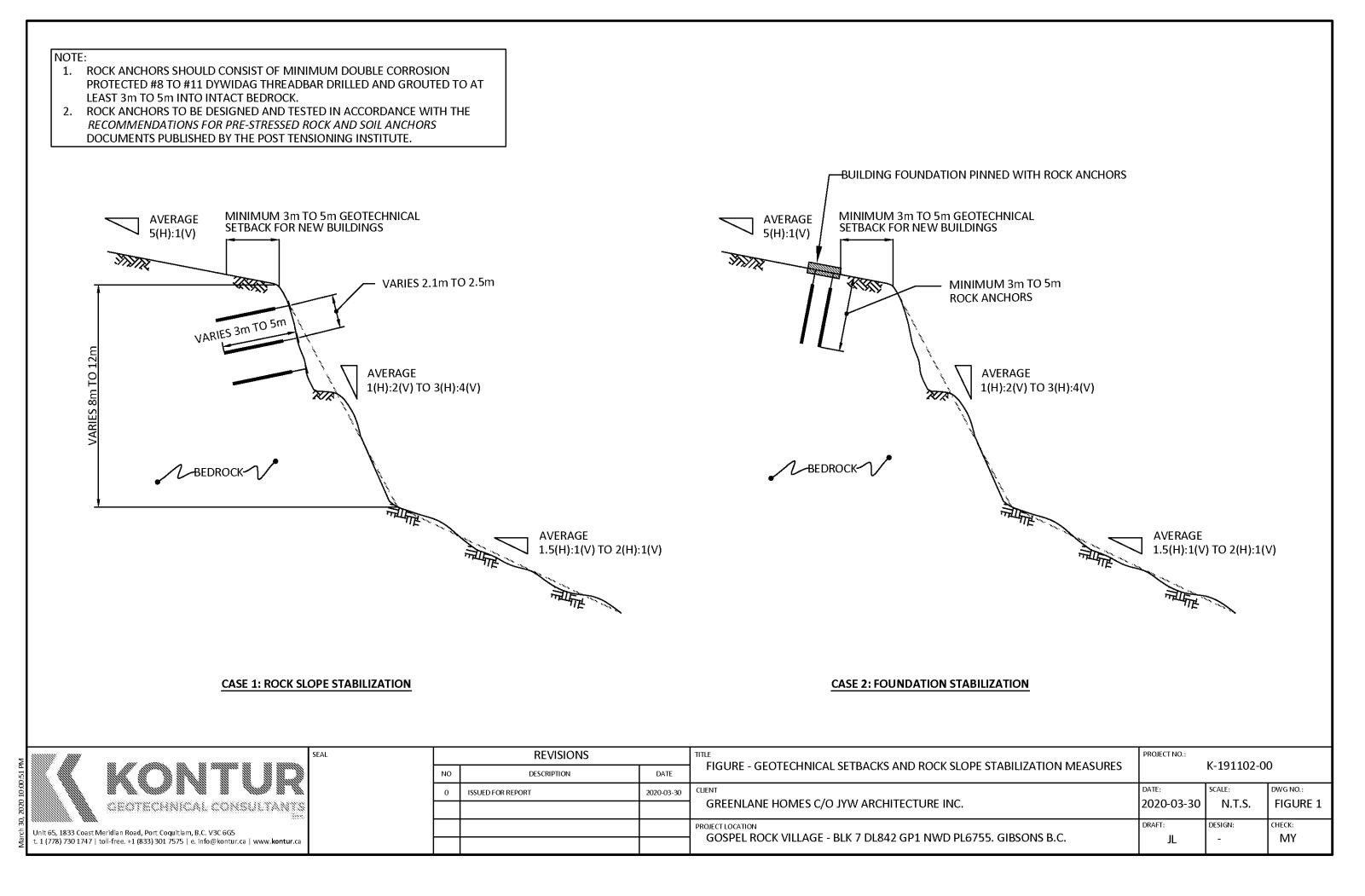
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TOUCHSTONE AT GOSPEL ROCK MAXIMUM FOUNDATION COVERAGE PER 3—5m GEOTECHNICAL SETBACKS — LOTS 56—58 MAR.03.20 SCALE 1:250



LAND TITLE ACT FORM D

XECUTIONS CONTINUED				PAGE 94 of 95 PA
Officer Signature(s)	Exe	ecution I		Transferor / Borrower / Party Signature(s)
	Y	М	D	
				GREENLANE HOMES LTD. by its
				authorized signatory:
See Affidavit of Execution				
				YAN JI
				1741401

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2 COVENANT

(Section 219 Land Title Act)

THIS Agreement made the 25th of May, 2020

BETWEEN:

Greenlane Homes Ltd., Inc. No. BC1085102 1200 Waterfront Centre 200 Burrard St., P.O. Box 48800 Vancouver, BC V7X 1T2

(hereinafter called the "Grantor")

AND:

TOWN OF GIBSONS, a municipal corporation having an address at 474 South Fletcher Road Box 340 Gibsons BC V0N 1V0

(hereinafter called the "**Town**")

WHEREAS:

A. The Grantor is the owner of those certain lands and premises located within the Town of Gibsons in the Province of British Columbia, and more particularly known and described as:

PID: 010-827-200

BLOCK 7 DISTRICT LOT 842 PLAN 6755

(the "Lands");

- B. The Grantor proposes to build upon the Lands;
- C. The Grantor has provided to the Town a report pursuant to s. 491(4) of the *Local Government Act* certifying that the Lands may be safely used for the purposes for which the permit application was made, in spite of the hazard erosion, land slip, or rock falls, if the Grantor uses the Lands in accordance with conditions specified in the report; and
- D. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality or the Crown.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One (\$1.00) Dollar now paid to the Grantor by the Town (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

FORM_DECGEN_V20

LAND TITLE ACT FORM DECLARATION Related Document Number:

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Sarah Angus	Digitally signed by Sarab Angus Pivnick
Pivnick 🧷 🧷	HWNY26
HWNY26	Date: 2020.09.09 15:27:14 -07'00'

Please find attached an affidavit of execution in support of the filed Form C charge in favour of the Town of Gibsons.

CANADA PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF LOTS 1 TO 6 BLOCK 7 DISTRICT LOT 842 G1 NWD PLAN EPP90951 (the "Property") AND: Form C of the Property, granting a covenant in favour of the Town of Gibsons, executed by Greenlane Homes Ltd. (the "Transferor") by its authorized signatory, Yan Ji ("Authorized Signatory") filed herewith

AFFIDAVIT OF EXECUTION

I, Leyna Zhou, of 800 - 543 Granville St., Vancouver, in the Province of British Columbia, MAKE OATH AND SAY:

- 1. I am 16 years of age or older and am acquainted with the Transferor and the Authorized Signatory.
- 2. I am acquainted with the signature of the Authorized Signatory and believe that the signature subscribed to the instrument is the signature of the Authorized Signatory.
- The signature of the Authorized Signatory was not certified by an officer under Part 5 of the Land Title Act, R.S.B.C. 1996, c. 250 because it was medically unsafe to meet the Authorized Signatory in person due to Covid-19.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Sworn before me at the city of Vancouver, in the Province of British Columbia this 22 day of June, 2020

Sarah Pivnick

A Commissioner for taking Affidavits for British Columbia

Sarah Plynick Barrister and Solicitor DS Avccata/DS Lawyers 800-543 GRANVILLE STREET VANCOUVER, B.C. V6O 1X8 TEL: 504-565-5658 FAX:504-569-5857

Leyna Zhou

FORM_DECGEN_V20

LAND TITLE ACT FORM DECLARATION	Related Document Number:	CA8418359	
		PAGE 1 OF 3 PAGES	
Your electronic signature is a representation that you are a designate authorized to cert this application under section 168.4 of the <i>Land Title Act</i> , RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an filing direction, is in your possession.	IPivnick	S Digitally signed by Sarah Angus Pivnick HWNY26 Date: 2020.09.22 13:33:55 -07'00'	

The following administrative errors were present in the originally-filed document:

1. The transferor Greenlane Homes Ltd. executed the instrument on June 15, 2020.

2. The first page of the Terms of Instrument - Part 2 mistakenly appears as the last page of the filed document. It should appear as the first page of Part 2 of the instrument, immediately following the execution section of Part 1 of the instrument.

3. Please find attached a revised affidavit of execution.

CANADA PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF BLOCK 7 DISTRICT LOT 842 PLAN 6755 (the "Property") AND: Form C of the Property, granting a covenant in favour of the Town of Gibsons, executed by Greenlane Homes Ltd. (the "Transferor") by its authorized signatory, Yan Ji ("**Authorized Signatory**") filed herewith

AFFIDAVIT OF EXECUTION

I, Lan Fang Zhou, of 800 - 543 Granville St., Vancouver, in the Province of British Columbia, MAKE OATH AND SAY:

- 1. I am 16 years of age or older and have personal knowledge that the person who executed the instrument for the Transferor was authorized to do so by the Transferor
- 2. The Transferor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
- 3. The signature of the Authorized Signatory was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because it was medically unsafe to meet the Authorized Signatory in person due to Covid-19.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Sworn before me at the city of Vancouver, in the Province of British Columbia this 22day of September, 2020 The deponent was not physically present before me because it is medically unsafe to meet him/her in person due to Covid-19 but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

展转

Lan Fang Zhou

Sarah Pivnick, lawyer A Commissioner for taking Affidavits for British Columbia

DS Lawyers Canada LLP 800 - 543 Granville St. Vancouver, BC V6C 1X8

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Lan Fang Zhou

Sarah Pivnick, lawyer A Commissioner for taking Affidavits for British Columbia

DS Lawyers Canada LLP 800 - 543 Granville St. Vancouver, BC V6C 1X8

EXHIBIT H-1 ENVIRONMENTAL IMPACT ASSESSMENT REPORT (PARENT PROPERTY)

See attached.

Environmentally Sensitive Development Permit Area No. 2 – Gospel Rock Subdivision Block 7

Gospel Rock Gibsons, BC

April 29th, 2019

Submitted to:

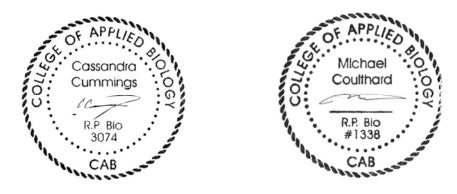
Yijin Wen Yijin.wen@yahoo.com Greenlane Homes Ltd. 9031 Briar Road, Burnaby, BC C/O JYWA Architects



The following Diamond Head Consulting staff performed the site visit and prepared the report. All general and professional liability insurance and individual accreditations have been provided below for reference.

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Mike Coulthard, R.P.Bio., R.P.F. Senior Forester, Biologist Certified Tree Risk Assessor (46)



If there are any questions or concerns as to the contents of this report, please contact us at any time.

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Insurance Information

WCB:# 657906 AQ (003)General Liability:Northbridge General Insurance Corporation - Policy #CBC1935506, \$5,000,000Errors & Omissions:Lloyds Underwriters - Policy #1010615D, \$1,000,000

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1.0 Introduction

This property, colloquially called Gospel Rock, is one of the largest undeveloped areas in the Town of Gibsons. Greenlane Homes is planning to protect 49% of the property through the use of park land donations and a covenant with The Land Conservancy (TLC) and develop the other 51%. The property will be developed in stages and includes single family homes, townhouses and apartment buildings. The northeast section of the property will be the first stage of development and consists of a 6-lot subdivision. The northwest portion of the property will be developed over a number of phases.

The Town of Gibson's Environmentally Sensitive Development Permit Area (DPA), which is applicable to all residential, industrial and commercial uses, covers approximately half the property. It affects the 6-Lot subdivision in the northeast as well as the lots in the north west that interface with the future park area. Diamond Head Consulting Ltd. (DHC) was retained to prepare an Environmentally Sensitive DPA Assessment for this site.

The 6-Lot subdivision has been evaluated in a separate ESA DP Report; this report will focus on the rest of the development interface in the northwest of the property.

Civic address: Legal description:	No Address. Gospel Rock, Town of Gibsons, BC Block 7, District Lot 842 Plan VAP6755; PID 010-827-200
Client name:	Yijin Wen
Date of site visit:	February 7 th , 2019; April 3 rd , 2019, April 16 th , 2019

2.0 Environmentally Sensitive Development Permit Area No.2

This Development Permit Area (DPA) applies to properties that contain environmentally sensitive areas (ESAs). The objective of this DPA as stated in the Official Community Plan (OCP) is to protect ESAs from development. Four general areas of environmental concern were identified. The Gospel Rock property is located within two of these. The first is described as "environmentally sensitive lands in the Gospel Rock area, including forested lands, wildlife corridors and wetlands". The second is "environmentally sensitive marine shore areas".

2.1 Douglas Fir-Arbutus Coastal Dryland Forest

This ESA is designated due to the existing unique forest type and habitat values. The natural coastal dryland forest in steep exposed areas with poor, rocky soils comprises only 0.3% of the land are of BC, and <5% of mature dryland forest remains undisturbed on the Sunshine Coast due to development. This ESA DPA was developed to protect the steeply sloped dryland forest while confining development to the mixed coniferous-deciduous forest landward of the ESA.

The DPA also recommends the protection of eagles' nests, scenic and cultural values, possible alligator lizard habitat, as well as connectivity between these habitat areas and Charman Creek ravine to the north. Currently, habitat connectivity is maintained by continuous forest cover at the western edge of the 6-lot subdivision.

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2.1.1 ESA DP Guidelines Douglas Fir-Arbutus Coastal Dryland Forest Areas

No buildings, structures, or uses permitted on the land shall be sited within the following areas:

- Areas with grades steeper than 25% in order to protect soil cover and drainage patterns
- The area within 100 m of the wildlife tree buffer shown on schedule D
- The natural clearings shown on schedule D

Any other development within the identified Gospel Rock sensitive areas shall be designed to:

- Avoid the removal/modification of native vegetation
- Avoid the introduction of non-native invasive vegetation
- Avoid impacts to the protected root zones of trees
- Avoid disturbance to wildlife and habitat
- Minimize the use of fill
- Minimize soil disturbance
- Minimize blasting
- Minimize changes in hydrology
- Avoid run-off of sediments and construction-related contaminants

Measures may be required to prevent and mitigate any damage to the environmentally-sensitive area, including:

- Temporary or permanent fencing
- Environmental monitoring during construction
- Demarcation of wildlife corridors, wildlife trees, and significant trees
- Restricting development activities during sensitive life-cycle times
- Registration of a natural state covenant

2.2 Marine Shore Areas

This ESA is designated to protect marine shore areas, which are considered an integral part of the marine environment that provides essential fish habitat. This includes the nearshore subtidal seabed, intertidal foreshore, and adjacent backshore areas. Disturbance and alteration of foreshore, nearshore areas or adjacent backshore upland, including removal of upland vegetation, can result in significant adverse environmental effects. To protect these, an appropriate setback/leave strip along the shore is supported. These should be left undisturbed and naturally vegetated and should be maintained in perpetuity.

2.2.1 ESA DP Guidelines for Marine Foreshore Areas

Prior to any new development, an environmental assessment must be undertaken by a Qualified Environmental Professional (QEP). The environmental assessment will identify:

- The extent and type of potential impact on fish habitat
- The circumstances and conditions under which development permits may be issued to manage development that potentially has a significant impact on the natural marine shore and fish habitat
- The measures of remediation required to minimize the impacts.

The following may be required to prevent and mitigate any damage to the riparian area:

- Temporary or permanent fencing
- Environmental monitoring during construction
- Restricting development activities during sensitive life-cycle times
- Registration of a natural state covenant

Re-vegetation and restoration may be required as mitigation or compensation.

3.0 **Project Description**

3.1 Project location

This site is located in the southwestern edge of the Town of Gibsons on the Sunshine Coast, BC. (Figure 1). This site is zoned for Comprehensive Development Area Zone (CDA-4). The area surrounding the site consists primarily of single-family residences and corresponding amenities, with some parkland and natural areas. There are no known watercourses on site, however, Seaward Creek (non-fish bearing) and Charman Creek (fish-bearing) are to the west and north respectively.

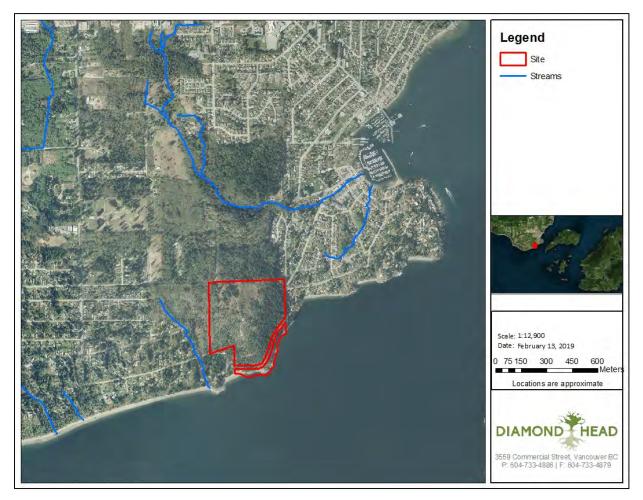


Figure 1. Project location – Gospel Rock is located in the southwestern edge of the Town of Gibsons, BC.

3.2 Construction Work Plan

Approximately 51% of the site is planned for development into a mix of single-family homes and apartment buildings (Figure 3), while 49% of the site is planned to be managed as parkland either by the Town of Gibsons (10%) or The Land Conservancy (TLC) of BC (39%). This report evaluates the location of the ESA and provides management recommendations. A separate ESA report has been developed for this 6-lot subdivision; however, the requirements for the 6-lot subdivision planned for the northeast corner are also included when discussing overall habitat offsets. This assessment will help determine the buildable area and areas requiring protection under the DPA, as well as potential areas for habitat compensation as necessary.

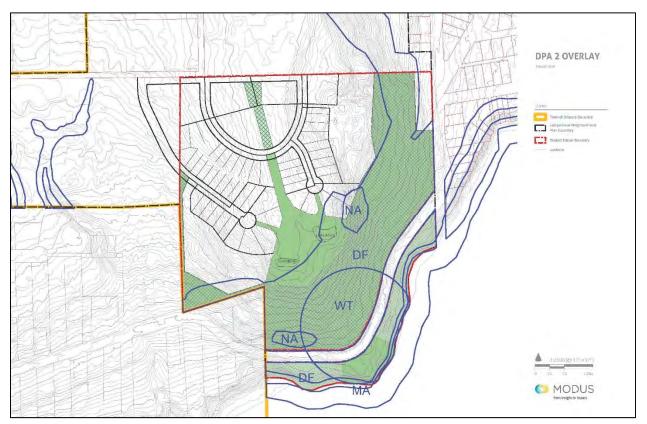


Figure 2: Overlay map illustrating the location of the DPA areas as mapped by Gibsons. Provided by Modus. DF = Dryland Forest DPA; MA = Marine Shore DPA; NA = Natural Clearing; Wt = Wildlife Tree Buffer.

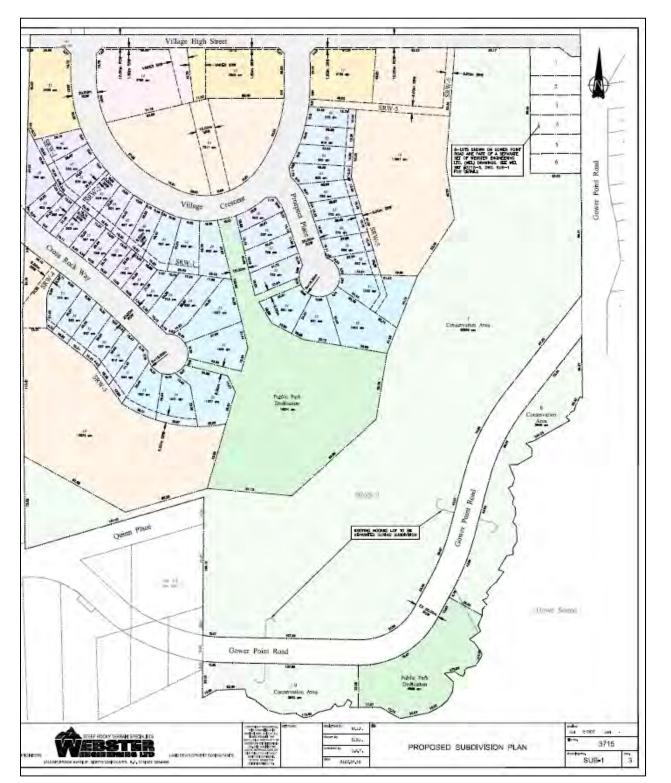


Figure 3: The proposed division of Gospel Rock Block 7. Shades of green represent parkland and conservation areas, blue and purple represent single and two family residential, shades of pink orange and peach represent multi-family residential. Provided by Webster Engineering.

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4.0 Site Description

The site is located in the southwest corner of the Town of Gibsons. Most of the site is forested. The areas south of the natural slope break support a mature forest while the areas above have been cleared more recently and support a mixed younger forest. Gower Point Road runs through the south and south eastern part of the site following the marine foreshore before turning north.

4.1 Topography

The south end of the site is located at sea level (Figure 4). The northwestern section of the site is at the highest elevation, approximately 100 m ASL. This section of the site has a gentle slope, before a steep drop on the south and east sides of the site (Figure 4). Development is planned to be concentrated on flatter areas adjacent to Gower Point Road, and along the north western half of the site, as development is not permitted on slopes >25%.



Figure 4: Topography of Block 7, Gospel Rock, Gibsons

4.2 Climate and Soils

This site is situated within the Coastal Western Hemlock Very Dry Maritime (CWHxm1) subzone of the Biogeoclimatic Ecosystem Classification (BEC) System of BC. This subzone occurs at low elevations on the mainland, between sea level to approximately 700 m. It is associated with warm, dry summers and moist, mild winters with relatively little snowfall. Growing seasons are long, and feature water deficits on zonal sites.

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The ESA boundary extends along the north and west edge of the proposed park area and generally follows the terrain's natural slope break. The ESA area that will be the park has moderate to steep slopes. There are exposed bedrock outcrops as well as colluvial parent materials consisting of large rocks and boulders. The soils are generally sandy loams, with ~50-60% coarse fragments. Humus type is moder. Soil depth is generally shallow due to the presence of bedrock. Soil moisture is generally dry and soil nutrients are poor to moderate. Ecology is classified as a complex of site series 03 and 02 supporting a dryland forest dominated by Douglas-fir and arbutus.

4.3 Plant Communities

Plant communities are defined as units of vegetation with a relatively uniform plant species composition and physical structure. The forested plant community in this ESA is generally consistent along the ESA boundary. Its character is consistent with the those intended to be protected by the ESA DP area referred to as a Douglas-fir Arbutus Dryland Forest.

The areas to the north and west of the ESA boundary were cleared of mature trees within the last 10-15 years. This clearing extends to the natural terrain slope break. Below this break there are mature stands. Trees have a relatively even spatial distribution. There are however some small canopy openings where outcrops of bedrock have prevented tree growth. Stands generally consist of trees with relatively high crown-base heights. The main treed canopy consists mainly of Douglas-firs (*Pseudotsuga menziesii*) with the presence of western redcedar (*Thuja plicata*) and Bigleaf maple (*Acer macrophyllum*). The Intermediate layer contains mostly Douglas-fir, with scattered western redcedar and arbutus (*Arbutus menziesii*). The suppressed and regenerating layers are mostly Douglas-fir and arbutus and some western redcedar.

There are some older trees expected to be older than 150 years and have signs of historic wildfire scars. Scattered dead standing trees are found throughout the stand showing signs of wildlife use.

STAND CHARACTERISTICS						
Canopy Layer	Main Canopy Trees	Intermediate Trees	Suppressed Trees	Regeneration		
Species ¹ (% by volume; + denotes <10%)	Fd ₉₀ Cw ₁₀ Mb₊	$Fd_{80}Cw_{10}Ra_{10}$	$Fd_{70}Ra_{20}Cw_{10}$	$Fd8_{70}Ra_{10}Cw_{10}$		
Density (stems/ha)	250	300	150	10		
Tree diameter at breast height (cm)	55	25	5			
Tree height (m)	32	19	4			
Live crown ratio	70	50	60			
Crown closure (%)	50					
Age	135					

Table 1 – Stand characteristics in the ESA

¹ Species codes: Fd (Douglas-fir), Hw (western hemlock), Cw (western redcedar), Act (black cottonwood), Mb (bigleaf maple), Dr (red alder), Pr (bitter cherry), Ra (Arbutus)



Views of the dryland forest typical of the ESA area

Understory vegetation is variable, averaging 50% coverage. Native understory vegetation in the ESA includes: 25-50% salal (*Gaultheria shallon*), 2-5% Licorice fern (Polypodium glycyrrhiza), 2-5% oceanspray (*Holodiscus discolor*), 1-2% Red huckleberry (*Vaccinium parvifolium*), 2-5% Sword fern (*Polystichum munitum*), 2-5% snowberry (*Symphocarpos albus*), 2-5% baldhip rose (*Rosa gymnocarpa*), 2-5% honeysuckle (*Lonicera ciliosa*) and 2-5% Dull Oregon grape (*Mahonia nervosa*).

There are bedrock outcrop areas and bluffs found throughout the ESA area that are dominated by moss, lichens and grasses with little tree or shrub cover.



Views of bedrock outcrop areas

4.4 Aquatic Habitat

There are no known or found watercourses, lakes, ponds or wetlands on Gospel Rock Block 7. There are however two watercourses found in adjacent areas; Charman Creek to the north and Seaward Creek to the west in Block 6.

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4.5 Wildlife Habitat

The natural area on site continues north and connects to Charman Creek ravine. This corridor is wide and continuous, providing a travel corridor for wildlife. A section of this connection is protected under the ESA DPA, and is planned to be protected under development. The corridor is wide and provides a variety of high value habitat features that supports a diversity of wildlife, including mammals and birds.

Disturbance caused by the presence of nearby residential development and well used trails should be minimal, as they are mostly located either offsite or south of the proposed 6-lot subdivision. The wildlife community that inhabits this area includes mostly birds and small to medium mammals that are more tolerant of urban disturbance. Larger mammals are likely to use this area as part of a more extensive home range.

4.5.1 Bird Species

Bird surveys were not completed during this study. The ESA map shows an eagle's nesting area in the south edge of the site, just north of Gower Point road. Biologists from DHC searched but did not find a nest. There is a large stick nest in this area however it appears too small to be that of an eagle and is suspected to be a Ravens nest.

The site visits were conducted prior to the beginning of nesting season; however, the following bird species were identified: Bald eagle, black capped chickadees, northwestern crow, common raven, pileated woodpecker, spotted towhee, red breasted nuthatch and pacific winter wren.

The site provides terrestrial habitat for a wide variety of resident and migratory birds. A diversity of habitat features is present to support nesting, foraging, and roosting. Bird species groups likely present include swallows, hummingbirds, warblers, woodpeckers, flycatchers, jays, crows, chickadees, nuthatches, thrushes, sparrows, wrens, kinglets, and finches.

4.5.2 Mammal Species

Mammal surveys were not completed during this study. The forest and shrub communities provide habitat to support a diversity of small mammals including squirrels, voles, shrews, and mice. Medium and large sized mammals likely to inhabit this area (as part of a larger range) include raccoon (*Procyon lotor*), skunk (*Mephitis mephitis*), coyote (*Canis latrans*), black-tailed deer (*Odocoileus hemionus*), Roosevelt elk (*Cervus elaphus roosevelti*) and black bear (*Ursus americanus*).

4.5.3 Amphibian and Reptile Species

The ESA area is relatively dry and does not contain any known watercourses or wetlands. The Environmentally Sensitive DPA includes the potential for alligator lizard habitat on site. Given their need for open, rocky spaces for basking, it is likely that if there is alligator lizard habitat it is located on the rocky outcrops that are proposed to be protected under park and covenant designation and within the ESA area.

4.5.4 Fish Species

There are no known watercourses on site; therefore, there are no fish species expected on site.

4.6 Species at Risk

The BC Conservation Data Centre (CDC) records BC's most vulnerable vertebrate animals and vascular plants, each of which is assigned to a provincial Red or Blue list according to their provincial conservation status rank. Species or populations at high risk of extinction or extirpation are placed on the Red list and are candidates for formal endangered species status. Blue-listed species are considered vulnerable to human activity and natural events.

No known species at risk were described in the CDC database Gospel Rock; however, there is habitat for marbled murrelet (*Brachyramphus marmoratus*) identified in 2014 located southwest of the site. No other species or habitats were identified by the CDC within a 5km radius. No habitat critical for any species at risk that is not found in the adjacent natural areas was identified during the site visit.

4.7 Invasive Species

Invasive species found in the park area to be protected is isolated mainly to the edges of Gower Point road. Species identified include Himalayan blackberry (*Rubus armeniacus*), English Ivy (*Hedera helix*), Spurge laurel (*Daphne laureola*), scotch broom (*Cytisus scoparius*) and periwinkle (*Vinca minor*).



The property edge along the road contains higher concentrations of invasives including blackberry.



English Ivy growing below Gower Point Road.



Scotch Broom along the southern edge of Gower Point Road, facing south.

5.0 Revised location of Environmentally Sensitive Area Boundary

Field visits to the site by two biologists from Diamond Head Consulting refined the location of the ESA boundary on site. This boundary follows the dry and sloped areas which are dominated by Mature Douglas-fir stands. The area above the steeper slopes was previously cleared of mature trees. The boundary to the mature forest type is for this reason distinct. It has been located with flagging and the boundary was located by GPS while in the field. It has not been surveyed to confirm its location. This new boundary, along with the original ESA boundary contained within DPA 2, is displayed in Figure 5.

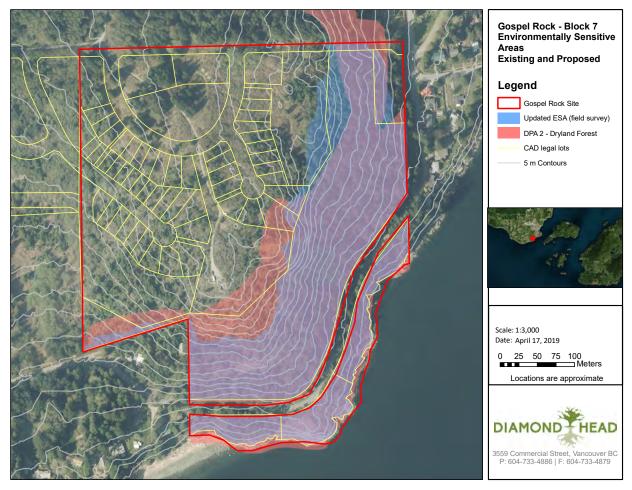


Figure 5: Approximate location of the original ESA as mapped in the OCP (pink) and the refined boundary after field work by DHC (blue).

6.0 Protection of ESA areas

6.1 Douglas Fir-Arbutus Coastal Dryland Forest

The refined ESA boundary is mostly contained within the area that will be protected as park, with 6.4 ha protected under the covenant with The Land Conservancy (TLC). There are, however, areas where the ESA extends into the private lots. Unprotected areas of conflict between the location of the ESA and development are highlighted in red hatch in Figure 6. This area is approximately 0.45 ha. An additional 0.69 ha of non-ESA natural areas are to be preserved under the covenant within the TLC. In these areas there are opportunities to enhance the existing ecology to offset the ESA encroachment.

All covenant ESA areas will be protected through construction to ensure that the integrity of these plant communities is not compromised. Measures described in the DPA to prevent and mitigate any damage to the environmentally-sensitive area include:

- Temporary or permanent fencing
- Environmental monitoring during construction
- Demarcation of wildlife corridors, wildlife trees, and significant trees
- Restricting development activities during sensitive life-cycle times
- Registration of a natural state covenant

Development is to occur in a way that minimizes damage to the ESA including the removal or modification of native vegetation, introduction of invasive plant species, impacting root zones of trees, and disturbing wildlife and habitat. In addition, development is to minimize the use of fill, disturbance of soil, blasting, changing hydrology and avoid run-off of sediments and contaminants.

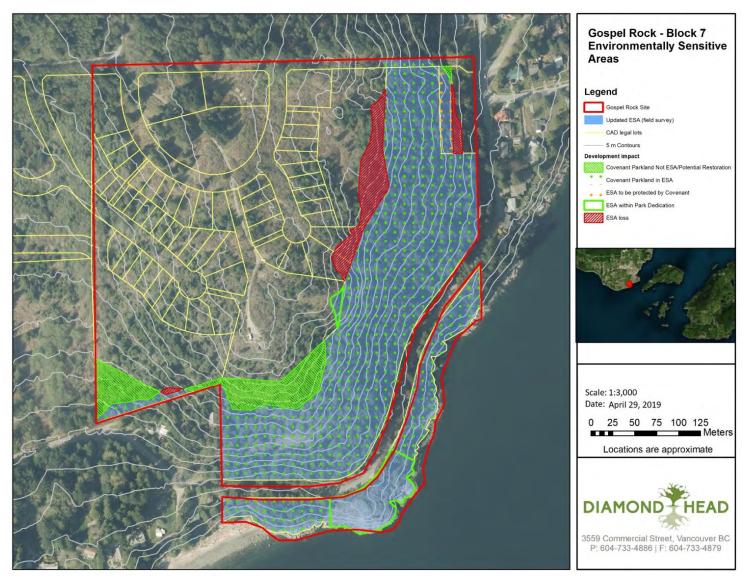


Figure 6: Location of ESA areas that extend into private lots (red hatch), as well as potential areas for restoration that will be protected under the covenant with The Land Conservancy (TLC) (green hatch). The majority (6.4 ha) of the ESA will be protected under the covenant with TLC.

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6.2 Marine Shore Areas

The entirety of the marine foreshore along this property is to be protected as parkland under a natural state covenant with The Land Conservancy (TLC) and the Town of Gibsons. This area is to be protected in perpetuity from development, including the removal of native vegetation. This includes the nearshore subtidal seabed, intertidal foreshore, and adjacent backshore areas. This will protect the marine shore areas, which are considered an integral part of the marine environment. The rest of Block 7 is dry, and no watercourses were found on site. Development of the northwestern side of the site should not impact water flow to the ocean and therefore should not have an impact on fish habitat.

7.0 Habitat Balance & Compensation Options

The development of the 6-lot subdivision in the north east portion of the site requires that some of the ESA be impacted. A 14m setback covenant is proposed from the back of the lots. This setback will protect most of the ESA on the 6-lot subdivision, however, 0.05 hectares of the ESA will be impacted.

The ESA also extends within the proposed townhouse development lot that is along the eastern edge of the development. This ESA follows a natural slope break, however some of it may be impacted by the designation of the property line for the townhouses. This impact will be determined in detail at a later date during detailed site planning. For the habitat balance calculation, it was assumed the entire area may be impacted, which would lead to a loss of 0.45 ha.

There are areas on the north western edge of the site to be protected under a natural state covenant with the TLC that are not currently considered an ESA. These areas are about 0.69 ha and can be restored and enhanced to help compensate for any areas of ESA loss. There area also invasive plant species that have established mostly along Gower Point Road. These can be removed and replanted with ecologically suitable native species.

Invasive species found on site include Himalayan blackberry (*Rubus armeniacus*), English Ivy (*Hedera helix*), Spurge laurel (*Daphne laureola*), Scotch broom (*Cytisus scoparius*) and periwinkle (*Vinca minor*). These are concentrated along the road and eastern edge of the site, with English Ivy growing up some of the trees. It is recommended that an invasive species management plan be included as part of the upcoming park management plan for the Gospel Rock development.

Appendix A: General Environmental Construction Specifications

The Contractor shall conduct all operations in a manner which minimizes disturbances to environmental resources, and which complies with the requirements of all authorities having jurisdiction, including federal and provincial legislation, regulations, permits, approvals, authorizations, and guidelines applicable to the Project. In undertaking the Work, the Contractor shall be responsible for the actions of its agents, employees, subcontractors and everyone else engaged by or through the Contractor. Accordingly, the Contractor shall undertake all reasonable actions to ensure that environmental protection measures are in place and working effectively throughout all areas affected by the Project.

In the event that an activity which contravenes these Environmental Construction Specifications occurs, the Owner may issue a Stop Work Order directing the immediate suspension of all or a portion of the activity(ies) causing the environmental impact and may order or at the Contractor's cost undertake remedial measures to be conducted as deemed necessary. The Contractor shall be solely responsible for all costs of all work stoppages and/or remedial works necessary, which result from the foregoing. The Contractor shall notify the Owner in writing, immediately upon discovery, of the existence of any hazardous conditions, property, or equipment within or immediately adjacent to the Site. However, it shall be the Contractor's responsibility to take all necessary precautions against injury to the environment and to persons or damage to property from such hazards until corrected by the responsible party.

The Contractor shall comply with all applicable law, including all federal and provincial legislation. In the event of a discrepancy between any of the clauses of these Environmental Construction Specifications and the provisions of any applicable law, including any legislation, regulations, or municipal bylaws, the more stringent provisions resulting in the higher protection of the environment, the lower discharges of contaminants and the higher degree of environmental protection and safety shall prevail.

Impacts from construction activities to the existing riparian habitat will be minimized through the use of best management practices (BMP) and guidelines, including those found in the following documents:

- *"Users' Guide to working In and Around Water" 2005* B.C. Ministry of Environment <u>http://www.env.gov.bc.ca/wsd/water rights/cabinet/working around water v5 2013.pdf</u>
- "Standards and Best Practices for Instream Works" 2004 B.C. Ministry of Water, Land and Air Protection

http://env.gov.bc.ca/wld/documents/bmp/iswstdsbpsmarch2004.pdf

 "Land Development Guidelines for the Protection of Aquatic Habitat" 1993 - Department of Fisheries and Oceans,

http://www.landfood.ubc.ca/sxd/9 resources/fed files/fed land development guidelines.pdf search=%2211.%09Land%20Development%20Gui

 <u>Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British</u> <u>Columbia</u>. 2014 - B.C. Ministry of Environment <u>http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/</u>

These BMP will be implemented to avoid, limit or mitigate impacts to water quality and quantity, aquatic and riparian habitats. The following is a summary of BMPs to be implemented that will ensure that practices comply with legislation. These are not comprehensive, however a qualified environmental

monitor will use adaptive management to monitor construction activities and implemented additional measures where necessary.

Mitigation measures recommended for this project to ensure minimal or no impacts to aquatic resources and no net loss of habitat include but are not limited to the following:

- Ensure equipment and machinery are in good operating condition (power washed), free of leaks, excess oil, and grease. No equipment refuelling or servicing should be undertaken within 30m of any watercourse or surface water drainage.
- All construction materials must be clean, non-eroding and non-toxic to aquatic life. Ensure that all works involving the use of concrete, cement, mortars, and other Portland cement or lime-containing construction materials will not deposit, directly or indirectly, sediments, debris, concrete, concrete fines, wash or contact water into or about any watercourse. Concrete materials cast in place must remain inside sealed formed structures.
- Any materials that inadvertently fall into the stream or the ocean must be removed immediately.
- Sediment control measures are to be put in place prior to any work activities and remain in place until work is complete and the site is stable.

Environmental Monitoring

It is recommended that a qualified Environmental Monitor inspect, oversee, and report on the project with respect to environmental legislation, regulatory approvals, and best management practices (BMPs). During Construction, the Environmental Monitor will have the primary responsibility to evaluate the effectiveness of the environmental mitigation measures to achieve compliance with the terms and conditions of all regulatory permits, approvals, and environmental legislation. Environmental monitoring reports will be completed to document construction activities, mitigation measures, problems encountered, if any, and how they were managed. Following construction, the Environmental Monitor will prepare and submit an environmental monitoring completion report.

The role of the Environmental Monitor will be to inspect, evaluate and report on the performance of the construction activities and effectiveness of environmental control methods and mitigation measures with respect to applicable legislation, permits and approvals, and BMPs.

The key responsibilities of the Environmental Monitor include:

- Liaison with regulatory agencies, and other key stakeholders;
- Holding a pre-construction meeting with the Contractor to review and discuss the project approvals and the required environmental BMPs;
- Providing technical assistance on environmental matters to construction personnel and regulatory agencies;
- Inspecting activities during construction to evaluate and report on compliance with terms and conditions of environmental approvals and permits;
- Providing recommendations for modifying and/or improving environmental mitigation measures, as necessary;
- Documenting construction activities by field notes and photographs;
- Suspending construction activities that are causing, or potentially causing, risk of environmental damage;

- Preparing factual environmental monitoring summary reports throughout the duration of construction, to summarize activities and actions taken to minimize potential effects during each of the construction activities;
- Monitoring levels of turbidity and/or total suspended solids (TSS) relative to criteria established in the Land Development Guidelines for the Protection of Aquatic Habitat (25 mg/L above background levels and 75 mg/L above background levels during storm events); and
- Monitoring levels of pH to relative to criteria established by the Canadian Council of Ministers of the Environment for the protection of aquatic habitat.

The Environmental Monitor will have the authority to suspend construction activities if, in their opinion, the Contractor's actions contravene, or potentially contravene, the recommended BMPs or applicable legislation, permits, and approvals.

Appendix B: Statement of Limitations

This document was prepared by Diamond Head Consulting Ltd. Should this report contain an error or omission then the liability, if any, of Diamond Head Consulting Ltd. should be limited to the fee received by Diamond Head Consulting Ltd. for the preparation of this document. Recommendations contained in this report reflect Diamond Head Consulting Ltd.'s judgment in light of information available at the time of study. The accuracy of information provided by Diamond Head Consulting Ltd. is not guaranteed. This report is valid for 6 months from the date of submission. Additional site visits and report revisions are required after this point to ensure accuracy of the report.

Neither all nor part of the contents of this report should be used by any party, other than the client, without the express written consent of Diamond Head Consulting Ltd. This report was prepared for the client for the client's own information and for presentation to the approving government agencies. The report may not be used or relied upon by any other person unless that person is specifically named by Diamond Head Consulting Ltd as a beneficiary of the report, in which case the report may be used by the additional beneficiary Diamond Head Consulting Ltd has named. If such consent is granted, a surcharge may be rendered. The client agrees to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If the client directly or indirectly causes the report to be distributed to any other person, the client shall indemnify, defend and hold Diamond Head Consulting Ltd relating to the report.

EXHIBIT H-2 ENVIRONMENTAL IMPACT ASSESSMENT REPORT (PHASE 1C)

See attached.

Environmentally Sensitive Development Permit Area No. 2 – 6-Lot Subdivision

Gospel Rock Gibsons, BC

February 27, 2019 Update: April 23rd, 2019

Submitted to:

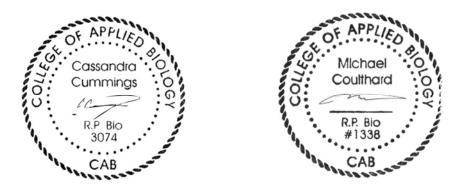
Yijin Wen Yijin.wen@yahoo.com Greenlane Homes Ltd. 9031 Briar Road, Burnaby, BC C/O JYWA Architects



The following Diamond Head Consulting staff performed the site visit and prepared the report. All general and professional liability insurance and individual accreditations have been provided below for reference.

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If there are any questions or concerns as to the contents of this report, please contact us at any time.

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Insurance Information

WCB:# 657906 AQ (003)General Liability:Northbridge General Insurance Corporation - Policy #CBC1935506, \$5,000,000Errors & Omissions:Lloyds Underwriters - Policy #1010615D, \$1,000,000

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1.0 Introduction

This property, colloquially called Gospel Rock, is one of the largest undeveloped areas in the Town of Gibsons. Greenlane Homes is planning to protect 49% of the property through the use of park land donations and a covenant with The Land Conservancy (TLC), and develop the other 51%. The property will be developed in stages and includes single family homes and apartment buildings. The northeast section of the property will be the first stage of development and will consist of a 6-lot subdivision. The Town of Gibson's Environmentally Sensitive Development Permit Area (DPA), which is applicable to all residential, industrial and commercial uses, covers approximately half the property. This area overlaps with the 6-Lot subdivision. Diamond Head Consulting Ltd. (DHC) was retained to prepare an Environmentally Sensitive DPA Assessment for this site.

Civic address:	No Address. Gospel Rock, Town of Gibsons, BC
Legal description:	Block 7, District Lot 842 Plan VAP6755; PID 010-827-200
Client name:	Yijin Wen
Date of site visit:	February 7 th , 2019

2.0 Environmentally Sensitive Development Permit Area No.2

This Development Permit Area (DPA) applies to properties that contain environmentally sensitive areas (ESAs). The objective of this DPA as stated in the Official Community Plan (OCP) is to protect ESAs from development. Four general areas of environmental concern were identified. The Gospel Rock property is located within two of these. The first is described as "environmentally sensitive lands in the Gospel Rock area, including forested lands, wildlife corridors and wetlands". The second is "environmentally sensitive marine shore areas". The proposed 6-lot subdivision which is the focus of this report is located only within the former ESA.

2.1 Douglas Fir-Arbutus Coastal Dryland Forest

This ESA is designated due to the existing unique forest type and habitat values. The natural coastal dryland forest in steep exposed areas with poor, rocky soils comprises only 0.3% of the land are of BC, and <5% of mature dryland forest remains undisturbed on the Sunshine Coast due to development. This ESA was developed to protect the steeply sloped dryland forest while confining development to the mixed coniferous-deciduous forest landward of the ESA.

The DPA also recommends the protection of eagles' nests, scenic and cultural values, possible alligator lizard habitat, as well as connectivity between these habitat areas and Charman Creek ravine to the north. Currently, habitat connectivity is maintained by continuous forest cover at the western edge of the 6-lot subdivision.

2.1.1 ESA DP Guidelines

No buildings, structures, or uses permitted on the land shall be sited within the following areas:

- Areas with grades steeper than 25% in order to protect soil cover and drainage patterns
- The area within 100 m of the eagle nest shown on schedule D
- The natural clearings shown on schedule D

Any other development within the identified Gospel Rock sensitive areas shall be designed to:

- Avoid the removal/modification of native vegetation
- Avoid the introduction of non-native invasive vegetation
- Avoid impacts to the protected root zones of trees
- Avoid disturbance to wildlife and habitat
- Minimize the use of fill
- Minimize soil disturbance
- Minimize blasting
- Minimize changes in hydrology
- Avoid run-off of sediments and construction-related contaminants

Measures may be required to prevent and mitigate any damage to the environmentally-sensitive area, including:

- Temporary or permanent fencing
- Environmental monitoring during construction
- Demarcation of wildlife corridors, wildlife trees, and significant trees
- Restricting development activities during sensitive life-cycle times
- Registration of a natural state covenant

3.0 **Project Description**

3.1 **Project location**

This site is located in the Town of Gibsons on the Sunshine Coast, BC. (Figure 1). This site is zoned for Comprehensive Development Area Zone (CDA-4). The area surrounding the site consists primarily of single-family residences and corresponding amenities, with some parkland and natural areas. There are no known watercourses on site, however, Seaward Creek and Charman Creek are to the west and north respectively.

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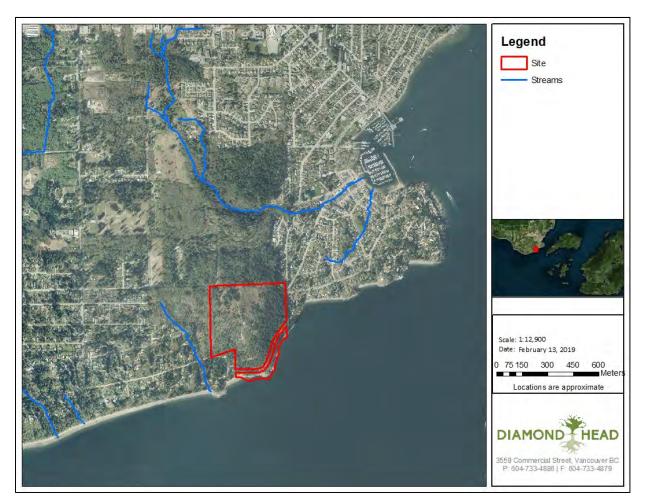


Figure 1. Project location – Gospel Rock is located in the southwestern edge of the Town of Gibsons, BC.

3.2 Construction Work Plan

Approximately 51% of the site is planned for development into a mix of single-family homes and apartment buildings, while 49% of the site is planned to be managed as parkland either by the Town of Gibsons (10%) or The Land Conservancy (TLC) of BC (39%). This report evaluates the location of the ESA on a 6-lot subdivision planned for the north east corner of the site, to determine the buildable area and areas requiring protection under the DPA.

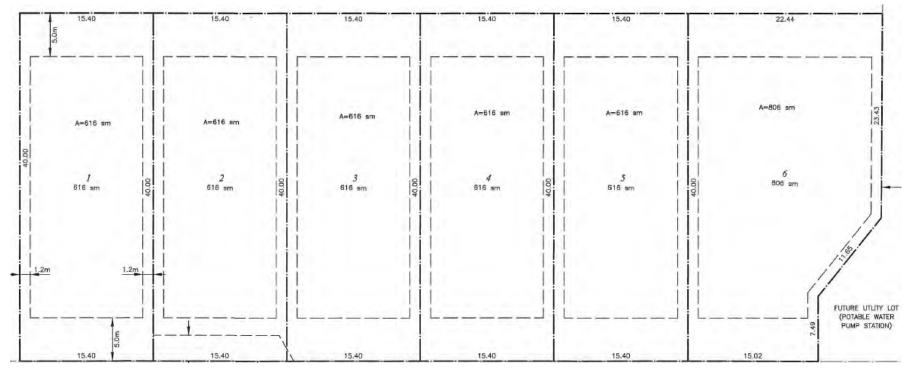


Figure 2: The proposed division of the northeast section of the site into 6-lots. The inner dotted lines represent minimum required setbacks from the lot lines under Town of Gibsons zoning requirements and does not represent the developable area under DPA 2. Provided by Webster Engineering.

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4.0 Site Description

The site is located in the southwest corner of the Town of Gibsons. Most of the site is forested, with some cleared pathways from the north to central site. The section of the property to be subdivided is a forested area located on the north east edge of the site off of Gower Point Road. This road continues south and west through the southern end of the property.

4.1 Topography

The south end of the site is located at sea level. The northwestern section of the site is at the highest elevation, approximately 100 m ASL. This section of the site has a gentle slope, before a steep drop on the south and east sides of the site (Figure 3). Development is planned to be concentrated on flatter areas adjacent to Gower Point Road, as development is not permitted on slopes >25%.

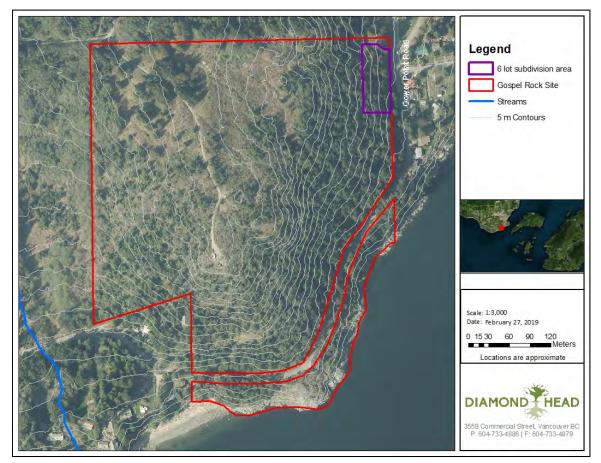


Figure 3: Topography of Gospel Rock, Gibsons

4.2 Climate and Soils

This site is situated within the Coastal Western Hemlock Very Dry Maritime (CWHxm1) subzone of the Biogeoclimatic Ecosystem Classification (BEC) System of BC. This subzone occurs at low elevations on the mainland, between sea level to approximately 700 m. It is associated with warm, dry summers and moist, mild winters with relatively little snowfall. Growing seasons are long, and feature water deficits on zonal sites.

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The site contains exposed bedrock outcrops as well as colluvial parent materials. The soils on the 6-lot subdivision area are generally sandy loams, with ~50-60% coarse fragments. Humus type is moder, ranging from 3 to 6cm deep. The downslope area has moderate moisture and rich nutrient regime and is classified as site series 05. Upslope areas on the slopes are generally thin soils over bedrock or colluvial rocks and have low moisture and moderate nutrient regimes. These areas are a complex of 03 and 01 site series supporting a dryland forest dominated by Douglas-fir and arbutus.

4.3 Plant Communities

Plant communities are defined as units of vegetation with a relatively uniform plant species composition and physical structure. Two distinct plant communities were identified within the study area. The first is a Douglas-fir dominated dryland forest with scattered Arbutus located on the steep sloping west side of the 6-lot subdivision. This forest is the type of ecosystem that is intended to be protected by the ESA. The second is along the eastern edge of the subdivision below the toe of the slope and is a mixed deciduous coniferous forest. The following sections detail the trees and plants found on site; however, plant ID was limited due to snow cover during the site visit.

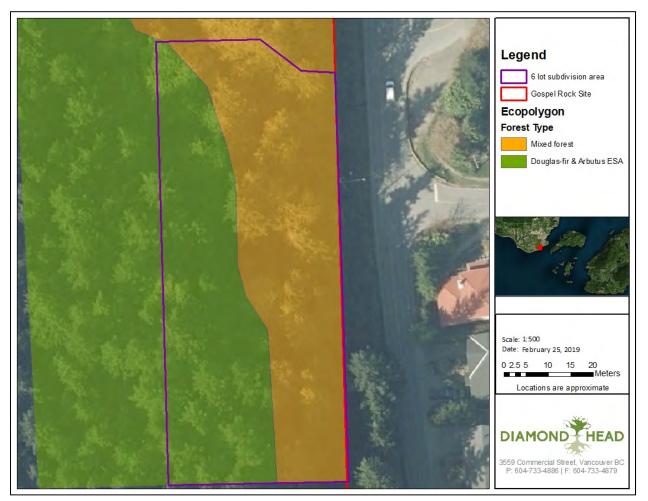


Figure 4: Approximate location of the Douglas-Fir Arbutus Dryland Forest Ecotype (green).

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4.3.1 Douglas Fir-Arbutus Dryland Forest

The forest stand within the ESA boundary is referred to as a Douglas-fir Arbutus Dryland Forest. Trees have an even spatial distribution and relatively high crown-base heights. The co-dominant layer of the canopy consists mainly of Douglas-firs (*Pseudotsuga menziesii*) with the presence of western redcedar (*Thuja plicata*) and Bigleaf maple (*Acer macrophyllum*). The Intermediate layer contains mostly Douglas-fir, with scattered western redcedar and arbutus (*Arbutus menziesii*). The suppressed layer is equal parts Douglas-fir and western redcedar, with 20% arbutus. The regenerating layer consists of western redcedar. Slopes in this area are steep with scattered bedrock outcrops and colluvial fields.

STAND CHARACTERISTICS							
Canopy Layer	Dominant Trees	Co-Dominant Trees	Intermediate Trees	Suppressed Trees	Regeneration		
Species ¹ (% by volume; + denotes <10%)	-	Cw+Fd10Mb+	Fd ₉ Cw₁Ra₊	$Fd_4Ra_2Cw_4$	Cw		
Density (stems/ha)	-	300	250	50-100	10		
Tree diameter at breast height (cm)	-	65	25-30	10			
Tree height (m)	-	30	20-25	8			
Live crown ratio	-	50	40	60			
Crown closure (%)	50						
Age	135						

¹ Species codes: Fd (Douglas-fir), Hw (western hemlock), Cw (western redcedar), Act (black cottonwood), Mb (bigleaf maple), Dr (red alder), Pr (bitter cherry), Ra (Arbutus)



View of the dryland forest from below, facing west



There are scattered arbutus trees throughout the forest stand.

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Understory vegetation is variable, averaging 50% coverage. Native understory vegetation in the ESA includes: 25-50% salal (*Gaultheria shallon*), 2-5% Licorice fern (Polypodium glycyrrhiza), 2-5% oceanspray (*Holodiscus discolor*), 2% Red huckleberry (*Vaccinium parvifolium*), 2-5% Sword fern (*Polystichum munitum*), and 2-5% trailing blackberry (*Rubus ursinus*).



Licorice ferns growing on exposed rocks



Sword fern



Salal, oceanspray and other native understory species



There are steep slopes along the western half of the proposed lots.





4.3.2 Mixed Coniferous/Deciduous Forest

The area along the eastern edge of the proposed 6-lot subdivision is a flatter, younger forest stand. It has an uneven distribution with large canopy gaps, with evidence of hydro pruning of the stand along the road. The co-dominant layer of the canopy consists of western redcedar, bigleaf maple, and western hemlock (*Tsuga heterophylla*), with scattered Douglas-firs. Intermediate trees consist of western redcedar, bigleaf maple, and western hemlock. The suppressed layer is composed mainly of Western red cedars with some Bigleaf Maple. The regenerating layer consists of western redcedar.

STAND CHARACTERISTICS							
Canopy Layer	Dominant Trees	Co-Dominant Trees	Intermediate Trees	Suppressed Trees	Regeneration		
Species ¹ (% by volume; + denotes <10%)		Cw7Mb2Hw1Fd+	Cw8Mp5Hw⁺	Cw ₈ Mb ₂	Cw		
Density (stems/ha)		150	150	200	25		
Tree diameter at breast height (cm)		65	30	10-15			
Tree height (m)		32	20	6			
Live crown ratio		70	50	80			
Crown closure (%)	45						
Age	90						

¹ Species codes: Fd (Douglas-fir), Hw (western hemlock), Cw (western redcedar), Act (black cottonwood), Mb (bigleaf maple), Dr (red alder), Pr (bitter cherry), Ep – (Paper birch), W (willow)

Understory vegetation covers ~50-60% of the ground. Invasive species are present here with higher concentrations along the road edge. Native understory vegetation includes: 25-50% sword fern, 10-25% oceanspray (*Holodiscus discolor*), 5-10% dull Oregon grape (*Mahonia nervosa*), 2-5% baldhip rose (*Rosa gymnocarpa*), 2% hazelnut (*Corylus cornuta*), 2-5% red huckleberry, 2-5% salal, and 1-2% trailing blackberry. Invasive species include 2-5% Himalayan blackberry (*Rubus armeniacus*), 2-5% English ivy (*Hedera helix*), and 2-5% spurge laurel (*Daphne laureola*).



Representative understory species in an open area.



Snow coverage made it difficult to comprehensively ID all understory species.



View of the edge of the ESA and developable area.



View of the development area, facing east

4.4 Aquatic Habitat

There are no known or found watercourses, lakes, ponds or wetlands in the 6-lot subdivision area.

4.5 Wildlife Habitat

The natural area on site continues north and connects to Charman Creek ravine. This corridor is wide and continuous, providing a travel corridor for wildlife. A section of this connection is protected under the ESA DPA, and is planned to be protected under development. The corridor is wide and provides a variety of high value habitat features that supports a diversity of wildlife, including mammals and birds.

Disturbance caused by the presence of nearby residential development and well used trails should be minimal, as they are mostly located either offsite or south of the proposed 6-lot subdivision. The wildlife community that inhabits this area includes mostly birds and small to medium mammals that are more tolerant of urban disturbance. Larger mammals are likely to use this area as part of a more extensive home range.

4.5.1 Bird Species

Bird surveys were not completed during this study. However, there is a known eagle's nest in the south edge of the site, just north of the road. Vegetative and noise buffers from this nest are south of the proposed subdivision. The site visit was conducted prior to the beginning of nesting season; however, the following bird species were identified: Bald eagle, black capped chickadees, northwestern crow, pileated woodpecker, and pacific winter wren.

The site provides terrestrial habitat for a variety of birds. A diversity of habitat features is present to support nesting, foraging, and roosting. Bird species groups likely present include swallows, hummingbirds, warblers, woodpeckers, flycatchers, jays, crows, chickadees, nuthatches, thrushes, sparrows, wrens, kinglets, and finches.

4.5.2 Mammal Species

Mammal surveys were not completed during this study. The forest and shrub communities provide habitat to support a diversity of small mammals including squirrels, voles, shrews, and mice. Medium and large sized mammals likely to inhabit this area (as part of a larger range) include raccoon (*Procyon*

lotor), skunk (*Mephitis mephitis*), coyote (*Canis latrans*), black-tailed deer (*Odocoileus hemionus*) and black bear (*Ursus americanus*).

4.5.3 Amphibian and Reptile Species

The 6-lot subdivision site is relatively dry and does not contain any known watercourses or wetlands. The Environmentally Sensitive DPA includes the potential for alligator lizard habitat on site. Given their need for open, rocky spaces for basking, it is likely that if there is alligator lizard habitat it is located on the rocky outcrops that are proposed to be protected under park and covenant designation and within the ESA on this 6-lot subdivision.

4.5.4 Fish Species

There are no known watercourses on site; therefore, there are no fish species expected on site.

4.6 Species at Risk

The BC Conservation Data Centre (CDC) records BC's most vulnerable vertebrate animals and vascular plants, each of which is assigned to a provincial Red or Blue list according to their provincial conservation status rank. Species or populations at high risk of extinction or extirpation are placed on the Red list and are candidates for formal endangered species status. Blue-listed species are considered vulnerable to human activity and natural events.

No known species at risk were described in the CDC database Gospel Rock; however, there is habitat for marbled murrelet (*Brachyramphus marmoratus*) identified in 2014 located southwest of the site. No other species or habitats were identified by the CDC within a 5km radius. No habitat critical for any species at risk that is not found in the adjacent natural areas was identified during the site visit.

4.7 Invasive Species

Invasive species found in the proposed 6-lot subdivision site includes Himalayan blackberry (*Rubus armeniacus*), English Ivy (*Hedera helix*), and Spurge laurel (*Daphne laureola*). They are mostly concentrated along the road and eastern edge of the site. English Ivy is growing up some of the trees along the roadway and into the property.



The property edge along the road contains higher concentrations of invasives including blackberry.



English Ivy is growing up trees near the roadway.

5.0 Protection of Environmentally Sensitive Areas

Field visits to the site by two biologists from Diamond Head Consulting refined the location of the ESA boundary on site. This boundary generally follows the dry and sloped areas which are dominated by Mature Douglas-fir stands. This boundary was located by GPS while in the field and flagged; however, it has not been surveyed to confirm its location. This new boundary, along with the original ESA boundary contained within DPA 2, is displayed in Figure 5.



Figure 5: Approximate location of the original ESA location as mapped in the OCP (pink) and the refined boundary after field work by DHC (blue).

To meet the intent of the Town of Gibson's ESA DPA 2, development of the 6-lot subdivision should be contained along the roadside to the east end of the lots. To ensure the lots are developable while protecting the majority of the ESA on site, a 14 m setback has been proposed off of the western end of the lot (Figure 6). This area should be protected by the registration of a natural state covenant. A fence is required to be erected at the 14 m setback, and along the southern edge of the 6-lot subdivision area to protect the ESA from the development. This will restrict access to the ESA and reduce the likelihood of the introduction of invasive species.

No disturbance to trees or understory vegetation should occur within the protected ESA. There is a healthy diversity of important habitat features such as wildlife trees, woody debris, areas with dense shrub cover, and large diameter trees. Nesting surveys are required to be completed prior to removal of any trees on site during the nesting season (approximately March 15-September 1). Additional protections may be required at the request of the Town of Gibsons.

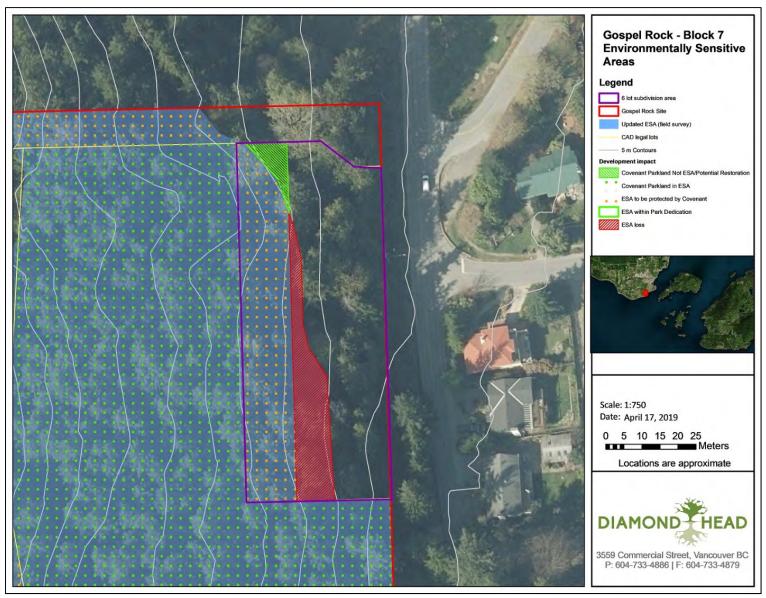


Figure 6: Location of the recommended 14 m ESA setback off of the rear (west) property lot line.

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6.0 Invasive Species Management

Avoiding the introduction of non-native invasive vegetation into environmentally sensitive areas is included as a guideline in the Town of Gibsons ESDPA 2. Development of the site should be done in a way as to limit the introduction of any new invasive species on site and manage existing invasive species to limit their spread. Currently, the most environmentally sensitive areas, namely the dryland Douglas-fir & Arbutus forest appear to be free of common invasive species and efforts should be made to maintain this.

Invasive species found in the proposed 6-lot subdivision site includes Himalayan blackberry (*Rubus armeniacus*), English Ivy (*Hedera helix*), and Spurge laurel (*Daphne laureola*). They are concentrated along the road and eastern edge of the site, with English Ivy growing up some of the trees. These invasives should be removed with the development. If any of these trees are to remain, the ivy should be cut from the base of the trees.

It is recommended that an invasive species management plan be included as part of the upcoming park management plan for the Gospel Rock development. Briefly, mechanical removal is recommended for all 3 species found in the 6-lot subdivision area. The most common and cost-efficient method is manually removing the plants and the associated root structure. Above ground growth can be cut and root structures can be dug out using a shovel or other machinery. All removed plant materials should be properly disposed of in an appropriate green waste facility that accepts invasive vegetation. Care must be taken during transportation to ensure that no plant or root fragments are lost, as these can spread the plants to other areas. Follow up monitoring is strongly recommended for all removed species as regrowth can commonly occur if some plants or roots are missed in the initial treatment.

Appendix A: General Environmental Construction Specifications

The Contractor shall conduct all operations in a manner which minimizes disturbances to environmental resources, and which complies with the requirements of all authorities having jurisdiction, including federal and provincial legislation, regulations, permits, approvals, authorizations, and guidelines applicable to the Project. In undertaking the Work, the Contractor shall be responsible for the actions of its agents, employees, subcontractors and everyone else engaged by or through the Contractor. Accordingly, the Contractor shall undertake all reasonable actions to ensure that environmental protection measures are in place and working effectively throughout all areas affected by the Project.

In the event that an activity which contravenes these Environmental Construction Specifications occurs, the Owner may issue a Stop Work Order directing the immediate suspension of all or a portion of the activity(ies) causing the environmental impact and may order or at the Contractor's cost undertake remedial measures to be conducted as deemed necessary. The Contractor shall be solely responsible for all costs of all work stoppages and/or remedial works necessary, which result from the foregoing. The Contractor shall notify the Owner in writing, immediately upon discovery, of the existence of any hazardous conditions, property, or equipment within or immediately adjacent to the Site. However, it shall be the Contractor's responsibility to take all necessary precautions against injury to the environment and to persons or damage to property from such hazards until corrected by the responsible party.

The Contractor shall comply with all applicable law, including all federal and provincial legislation. In the event of a discrepancy between any of the clauses of these Environmental Construction Specifications and the provisions of any applicable law, including any legislation, regulations, or municipal bylaws, the more stringent provisions resulting in the higher protection of the environment, the lower discharges of contaminants and the higher degree of environmental protection and safety shall prevail.

Impacts from construction activities to the existing riparian habitat will be minimized through the use of best management practices (BMP) and guidelines, including those found in the following documents:

- "Users' Guide to working In and Around Water" 2005 B.C. Ministry of Environment http://www.env.gov.bc.ca/wsd/water rights/cabinet/working around water v5 2013.pdf
- "Standards and Best Practices for Instream Works" 2004 B.C. Ministry of Water, Land and Air Protection http://env.gov.bc.ca/wld/documents/bmp/iswstdsbpsmarch2004.pdf
- "Land Development Guidelines for the Protection of Aquatic Habitat" 1993 Department of Fisheries and Oceans, <u>http://www.landfood.ubc.ca/sxd/9_resources/fed_files/fed_land_development_guidelines.pdf -</u> <u>search=%2211.%09Land%20Development%20Gui</u>
- Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British <u>Columbia</u>. 2014 - B.C. Ministry of Environment <u>http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/</u>

These BMP will be implemented to avoid, limit or mitigate impacts to water quality and quantity, aquatic and riparian habitats. The following is a summary of BMPs to be implemented that will ensure that practices comply with legislation. These are not comprehensive, however a qualified environmental monitor will use adaptive management to monitor construction activities and implemented additional measures where necessary.

- Ensure equipment and machinery are in good operating condition (power washed), free of leaks, excess oil, and grease. No equipment refuelling or servicing should be undertaken within 30m of any watercourse or surface water drainage.
- All construction materials must be clean, non-eroding and non-toxic to aquatic life. Ensure that all works involving the use of concrete, cement, mortars, and other Portland cement or lime-containing construction materials will not deposit, directly or indirectly, sediments, debris, concrete, concrete fines, wash or contact water into or about any watercourse. Concrete materials cast in place must remain inside sealed formed structures.
- Any materials that inadvertently fall into the stream or the ocean must be removed immediately.
- Sediment control measures are to be put in place prior to any work activities and remain in place until work is complete and the site is stable.

6.1 Environmental Monitoring

It is recommended that a qualified Environmental Monitor inspect, oversee, and report on the project with respect to environmental legislation, regulatory approvals, and best management practices (BMPs). During Construction, the Environmental Monitor will have the primary responsibility to evaluate the effectiveness of the environmental mitigation measures to achieve compliance with the terms and conditions of all regulatory permits, approvals, and environmental legislation. Environmental monitoring reports will be completed to document construction activities, mitigation measures, problems encountered, if any, and how they were managed. Following construction, the Environmental Monitor will prepare and submit an environmental monitoring completion report.

The role of the Environmental Monitor will be to inspect, evaluate and report on the performance of the construction activities and effectiveness of environmental control methods and mitigation measures with respect to applicable legislation, permits and approvals, and BMPs.

The key responsibilities of the Environmental Monitor include:

- Liaison with regulatory agencies, and other key stakeholders;
- Holding a pre-construction meeting with the Contractor to review and discuss the project approvals and the required environmental BMPs;
- Providing technical assistance on environmental matters to construction personnel and regulatory agencies;
- Inspecting activities during construction to evaluate and report on compliance with terms and conditions of environmental approvals and permits;
- Providing recommendations for modifying and/or improving environmental mitigation measures, as necessary;
- Documenting construction activities by field notes and photographs;
- Suspending construction activities that are causing, or potentially causing, risk of environmental damage;
- Preparing factual environmental monitoring summary reports throughout the duration of construction, to summarize activities and actions taken to minimize potential effects during each of the construction activities;

• Monitoring levels of pH to relative to criteria established by the Canadian Council of Ministers of the Environment for the protection of aquatic habitat.

The Environmental Monitor will have the authority to suspend construction activities if, in their opinion, the Contractor's actions contravene, or potentially contravene, the recommended BMPs or applicable legislation, permits, and approvals.

Appendix B: Statement of Limitations

This document was prepared by Diamond Head Consulting Ltd. Should this report contain an error or omission then the liability, if any, of Diamond Head Consulting Ltd. should be limited to the fee received by Diamond Head Consulting Ltd. for the preparation of this document. Recommendations contained in this report reflect Diamond Head Consulting Ltd.'s judgment in light of information available at the time of study. The accuracy of information provided by Diamond Head Consulting Ltd. is not guaranteed. This report is valid for 6 months from the date of submission. Additional site visits and report revisions are required after this point to ensure accuracy of the report.

Neither all nor part of the contents of this report should be used by any party, other than the client, without the express written consent of Diamond Head Consulting Ltd. This report was prepared for the client for the client's own information and for presentation to the approving government agencies. The report may not be used or relied upon by any other person unless that person is specifically named by Diamond Head Consulting Ltd as a beneficiary of the report, in which case the report may be used by the additional beneficiary Diamond Head Consulting Ltd has named. If such consent is granted, a surcharge may be rendered. The client agrees to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If the client directly or indirectly causes the report to be distributed to any other person, the client shall indemnify, defend and hold Diamond Head Consulting Ltd relating to the report.

EXHIBIT I PRELIMINARY LAYOUT APPROVAL

See attached.



TOWN OF GIBSONS

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info@gibsons.ca www.gibsons.ca

July 27, 2023

File: 3320-20-SD-2023-01

Michelle Fisher, Webster Engineering Ltd. 3745 Delbrook Ave North Vancouver V7N 3Z4 via email: michelle@webstereng.net

Attention: Michelle Fisher

RE: PRELIMINARY LAYOUT ASSESSMENT (SD-2023-01) for

BLOCK 7 DISTRICT LOT 842 PLAN 6755, PID 010-827-200

(the "Subject Lands")

Your application for preliminary review of the proposed subdivision of the Subject Lands has been considered. This Preliminary Layout Assessment (PLA) replaces the previous three PLA's issued for Block 7 on July 19, 2019 (SD-2018-05), February 14, 2019 (SD-2018-09) and June 21, 2021 (SD-2021-05).

This PLA letter summarizes the additional information which must be provided and the conditions that must be satisfied before final approval of the proposed subdivision plan will be considered. Although the list is intended to detail all outstanding items, this letter does not constitute an approval of the subdivision. Any matters which have been overlooked or matters which arise after the date of this letter may result in the proposed subdivision being refused, or different or additional information requirements or approval conditions being stipulated.

This letter shall not be considered as anything except acceptance by the Town and its Approving Officer of the general layout of the proposed subdivision and a list of conditions for final approval of the subdivision.

ZONING

1. All new lots created by the subdivision must conform to Zoning Bylaw No. 1065, 2007 that governs the Subject Lands. The Subject Lands are currently zoned as Comprehensive Development Area Zone 4 (CDA-4).

DEVELOPMENT PERMITS REQUIRED

2. Geotechnical Hazard Development Permit Area No.1 – a development permit is required prior to subdivision and site clearing within the Development Permit Area. DP-2019-06 is the Development Permit that has been issued and addresses this requirement.

Covenants and reference plans identifying the hazardous areas and protecting geotechnically hazardous areas from development will be required prior to Subdivision Approval.

3. Environmentally Sensitive Development Permit Area No. 2 – a development permit is required prior to subdivision and site clearing within the Development Permit Area. DP-2019-08 is the Development Permit that has been issued and addresses this requirement.

Covenants with associated reference plans protecting environmentally sensitive areas from development will be required as a condition of Subdivision Approval.

4. Gibsons Aquifer Development Permit Area No. 9 – A development permit is required for multifamily residential construction or if excavating more than 1.5m in depth within the northeast corner of the site as shown on the image below. This appears to apply to the proposed 6 Lots and associated infrastructure in the northeast corner of the proposed subdivision, as shown in Figure 1 below.

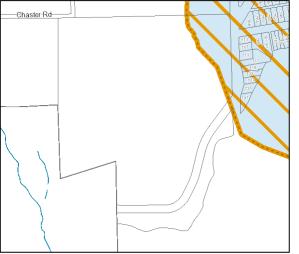


Figure 1: Gibsons Aquifer Development Permit Area No. 9

5. DPA 10 – A form and character Development Permit will be required for the multi-family residential and commercial buildings prior to Building Permit issuance. DP-2018-24 (apartment), DP-2018-25 (townhouses), and DP-2018-26 (hotel) are the form and character Development Permits that have been issued for proposed Lots 11, 12, and 13. The works to develop these buildings must substantially start to activate the Development Permits, otherwise they will lapse 24 months from the date they were issued.

TREE CUTTING

6. Any tree proposed to be removed is subject to the Tree Preservation Bylaw 1282, which requires the following:

- a) A Tree Cutting and tree replacement plan drawn to approximate scale identifying the location, species and Diameter at Breast Height (DBH) of:
 - i. Trees proposed to be Cut or Removed;
 - ii. Trees proposed to be Retained and protected; and
 - iii. Proposed Replacement Trees
- b) A Tree Removal Permit.
- c) Please contact Michelle Lewis, Natural Asset Technician, via email at mlewis@gibsons.ca for more information.
- 7. The storm main on east face of the site draining to Gower Point Road must be designed to minimize the impact to this area. All trees within the area of proposed construction must be flagged on site and shown on the utilities design submission. A site meeting with the Director of Infrastructure Services is required to review the proposed alignment and a tree cutting permit will be required for any trees that the Director of Infrastructure Services agrees are necessary to remove to facilitate the subdivision.

ARCHAEOLOGY

 This application was referred to the Skwxwú7mesh Úxwumixw (Squamish Nation) for comment. Comments received by Skwxwú7mesh Úxwumixw will be considered by the Approving Officer.

PLANS REQUIRED

- 9. Dimensioned subdivision plans are required that show:
 - a) lot areas;
 - b) lot dimensions;
 - c) setbacks and building envelopes that meet the CDA-4 zoning requirements;
 - d) locations and grades of proposed driveways; and
 - e) locations and grades of any rights-of-way and easements that may be required.
- 10. A lot grading plan showing contour elevations, building elevations, building envelopes, and site servicing is required.
- 11. Engineering design plans will be required for all services, improvements, and easements, including a detailed cost of works estimate for the construction. These documents shall be signed and sealed by a Professional Engineer.

- 12. If a parcel being created by a subdivision fronts on a highway, the minimum frontage on the highway must be the greater of
 - a) 10% of the perimeter of the lot that fronts on the highway, and
 - b) the minimum frontage that the local government may, by bylaw, provide.

SITE CONDITIONS

- 13. Minimize site grading to the greatest extent possible.
- 14. Retaining walls of any sort have not been considered in this review. Should site grading necessitate retaining walls, the developer is advised that a Building Permit is required for any retaining wall equal to or greater than 1.2 metres in height. A Building Permit application must include a site plan, design, dewatering, Engineer's Schedule B and Certificate of Liability Insurance for structural and geotechnical Engineers. Retaining walls crossing multiple properties will require a maintenance covenant to ensure future wall maintenance is established.

SERVICING – GENERAL

- 15. All services and frontage improvements required by *the Town of Gibsons Subdivision and Development Servicing and Stormwater Management Bylaw No. 1175, 2012* (Bylaw 1175) are to be designed, constructed and maintained at the developer's expense as prescribed in Schedule A of Bylaw 1175 (the Works).
- 16. The developer shall retain a Professional Engineer who will prepare, sign and seal civil design drawings for the Works, and provide general and resident engineering and inspection services during construction of the Works.
- 17. It is recommended that a notification letter be hand delivered to surrounding neighbours of the Subject Lands at least four weeks prior to the start of any construction of the Works, including any lot clearing.
- 18. Infrastructure servicing is to be designed in such a manner to minimize the need for public rights-of-way, where possible.
- 19. The provision of Latecomer Agreements or DCC Front-ender Agreements will be considered as appropriate and reviewed by the Director of Infrastructure Services.
- 20. As per the *Development Consultant Contribution Agreement*, dated February 14, 2019, between Town of Gibsons and Greenlane Homes Ltd. (Inc. No. 1085102), Greenlane will reimburse the Town for expenses incurred to engage planning, engineering, and other third-party consultants to aid the Town in processing Greenlane Development Applications.

Drainage

- 21. Stormwater management is to meet the Town's 2018 ISMP and Bylaw 1175 requirements.
- 22. A stormwater management plan and an erosion and sediment control plan are required to show how drainage will be handled on the proposed subdivision according to Town Bylaws in terms of the quantity and quality of the stormwater. This is to be submitted prior to lot clearing.
- 23. Flows to the Conservation Area must be kept approximately at predevelopment conditions to minimize impact to the lower forest within the Conservation Area.

Water

- 24. The water system is to be designed and constructed to accommodate the buildout of the Gospel Rock Neighbourhood Plan area.
- 25. From the water modeling provided by Urban Systems dated April 23, 2021, the following is required prior to finalizing the civil design:
 - a) Conduct flow test to confirm modeled flows; and
 - b) Provide connection to Gower Point watermain, complete with a pressure reducing valve, to provide looping.
- 26. Subject to SCRD approval, an interconnection will be required to the SCRD water main on Chaster Road, complete with bi-directional water metering, to provide an alternative emergency water source.

Sanitary Sewer

- 27. The sanitary sewer system is to be designed and constructed to accommodate the buildout of the Gospel Rock Neighbourhood Plan area.
- Individual sanitary sewer service connections are required for each lot and must be designed and constructed according to Sanitary Sewer Regulation Bylaw No. 1194, 2014.
- 29. If a lead-lag pump design is being contemplated for the lift stations, a standby pump and chamber will be required.
- 30. The lift stations will need to be connected to the Town's SCADA system via fiber optics to communicate levels, alarms and other information that the Director of Infrastructure deems appropriate.
- 31. Detailed calculations, including volumes per cycle and number of cycles per hour, will need to be provided for the lift stations to determine if any upgrades or modifications are

required to the headworks or to other components of the Wastewater Treatment Plant (WWTP).

32. Detailed analysis and calculations will be required to ensure that appropriate flow rates for the current proposal as well as future build out can be accommodated with the Shaw-Inglis connector force main.

Roads

- 33. Modifications to the Town's standard cross-section for Gower Point Road will be required to accommodate pedestrians and cyclists while minimizing impact to the existing topography.
- 34. Pursuant to Section 75(1)(c) of the *Land Title Act*, ensure access to the ocean by highway is provided.
- 35. Chaster Road between the northwest corner of the subject property and the east end of the existing two-lane section of Chaster just west of the Town boundary must be upgraded and adequately drained to provide a minimum six metre paved width for vehicles, plus accommodation for pedestrians. The standard for construction of this access need not meet the requirements of Bylaw 1175; however, all road construction must be to MMCD standards and specifications.
- 36. An emergency access shall be provided. If it is the intention of the developer to construct and use the future Shaw/Inglis connector for this purpose, the access must be gated at both ends until such time as the connector road is paved.
- 37. Roads E and F are not required to be paved. Road ends must be gated.
- 38. Roads E and F may be constructed within 20m width Town right of ways or a blanket right of way, rather than road dedications to facilitate future realignment of these roads, if necessary, when Block 6 develops.
- 39. Chaster Road fronting Block 7 must be designed and constructed to Bylaw 1175 standards.
- 40. Quinn Place is under provincial (MOTI) jurisdiction. Any reliance on this road dedication for access or utilities will require the Ministry's approval.
- 41. Roads within Block 7 are to be designed and constructed in a manner to minimize cuts and fills.
- 42. Fill slopes are to be covered with a minimum of 300 mm of topsoil or other appropriate growing medium and planted with appropriate native species.
- 43. Accommodation for Canada Post community mailboxes is required.

Hydro and Telecommunications

- 44. Hydro and telecommunication servicing for this development are to be installed underground as per Bylaw 1175.
- 45. Provision of fiber optics is required for any SCADA connections.

Servicing Agreement and Fees

- 46. Once the Director of Infrastructure Services has accepted the sealed civil design drawings and an Estimated Cost of Works, Town staff will prepare a servicing agreement (the "Servicing Agreement") and a project summary of the administration and inspection fees and security deposit requirements related to the Works.
- 47. The developer must sign and submit the Servicing Agreement and required security deposit in the form prescribed by Bylaw 1175.
- 48. The developer must pay the administrative and inspection fees related to the Works, as outlined in the project summary by Town staff, when the Servicing Agreement is signed.
- 49. Payment must be made by the developer to the Town of any property taxes due and owing on the date the subdivision plan is tendered for approval.

ADDRESSING

- 50. The developer is responsible for arranging for a civic address to be assigned to any new lots or units. The SCRD manages the assignment of civic addressing.
- 51. Town Council will assign street names; however, the developer may submit suggestions and requests for Council consideration.

DEVELOPMENT AGREEMENT TERMS

- 52. All terms of the Covenant CA7052234 apply to the development of the Subject Lands, and the developer will comply with all terms contained therein prior to or concurrently with the deposit of the approved Phase 1 subdivision plan, including but not limited to:
 - (a) grant to the Town a restrictive covenant which establishes any building specifications that are required by the Wildland Fire Protection Plan; (2.12 of Covenant)
 - (b) grant to the Town no build covenants over any portion of the Lands, if the development of that portion of the Lands would cause the number of residential units within the Gospel Rock Neighbourhood Plan area to exceed 250 residential units prior to the construction and putting into service of the Road Extension as defined in the Covenant; (3.2 and 3.3 of Covenant)
 - (c) A cost analysis is to be provided for the annual operation, maintenance and life cycle costs of the proposed sanitary sewer, storm sewer and water infrastructure. If the Approving Officer determines that the cost to the Town of operating and maintaining these works would be excessive, the developer may petition Council to create a local area service to enable the Town to recover some or all the cost of the operation and

maintenance of the works through a local service tax applicable only to the lots in the subdivision plan. The local service area petition would have to be provided to the Town's Corporate Officer and certified as sufficient prior to the approval of the subdivision plan. (4.2.2 of Covenant)

- (d) Prior to or concurrently with the deposit of the approved Phase 1 Subdivision Plan, (4.3.1 of Covenant)
 - i. Complete the park dedications, including Gospel Rock Waterfront, Cross Rock and Little Africa parks, as shown on Schedule A to the Covenant;
 - ii. Develop a Parks and Open Space Plan for the Lands (the "Parks Plan") in consultation with the Town and to the satisfaction of the Director of Infrastructure Services, which includes:
 - 1. trail locations for all trails shown on Schedule C to the Covenant;
 - 2. trail alignment and design specifications, including cross-section designs, for all trails shown on Schedule C;
 - 3. location and design of signage for parks shown on Schedule A and for all trails shown on Schedule C;
 - 4. park improvements, including public art; and
 - 5. location, design, and maintenance provision for a public washroom.
 - iii. Register at the Land Title Office the required instruments, which may include no build covenants, statutory rights-of-way, or conservation covenants, to preserve the portion of the Lands indicated as "Phase 1 Greenbelt" on Schedule A to the Covenant, to the satisfaction of the Director of Planning; and
 - iv. Undertake measures recommended in geotechnical reports, or otherwise recommended by qualified professionals, and to the satisfaction of the Director of Planning, to manage development that is subject to natural hazards and not addressed in the development permit referenced in item 2 of this letter, including the granting of covenants restricting or prohibiting construction on such lands.
- 53. The requirement in the Covenant for a contribution to Road Extension Costs is inapplicable in view of the adoption of DCC Bylaw 1218-01.
- 54. In addition to the cost analysis described in s. 4.2.2 of the Covenant and item 52(c) above, the developer must provide a similar cost analysis for the annual operation, maintenance and life cycle costs of the parks and trails described in item (d). If the Approving Officer determines that the cost to the Town of operating and maintaining these facilities would be excessive, the developer may petition Council to create a local area service to enable the Town to recover some or all of the cost of the operation and

maintenance of the facilities through a local service tax applicable only to the lots in the subdivision plan. The local service area petition would have to be provided to the Town's corporate officer and certified as sufficient prior to the approval of the subdivision plan, and may be combined with the petition related to the cost for water, sewer and drainage infrastructure.

55. In addition to the cost analysis described in s. 4.2.2 of the Covenant and item 52(c) above, the developer must provide a similar cost analysis for the annual operation, maintenance and life cycle costs of the roads and sidewalks. If the Approving Officer determines that the cost to the Town of operating and maintaining these facilities would be excessive, the developer may petition Council to create a local area service to enable the Town to recover some or all of the cost of the operation and maintenance of the facilities through a local service tax applicable only to the lots in the subdivision plan. The local service area petition would have to be provided to the Town's corporate officer and certified as sufficient prior to the approval of the subdivision plan, and may be combined with the petition related to the cost for water, sewer and drainage infrastructure.

DOCUMENTATION FOR FINAL APPROVAL

- 56. The following plans are required according to the requirements of Bylaw 1175:
 - a) Subdivision plan dedicating the required highway area prepared by a B.C. Land Surveyor;
 - b) Subdivision plan of the approved layout prepared by a B.C. Land Surveyor; and
 - c) Digital copy of subdivision plans.
- 57. An original current Certificate of Title must be submitted at the time of application for final approval.
- 58. Copies of all covenants and reference plans to be registered with the subdivision.
- 59. The developer shall provide the Town with a Letter of Undertaking from their solicitor to ensure the registration of all necessary documents is completed concurrently with the final subdivision registration.
- 60. The subdivision must be registered and a certificate of substantial completion issued for all municipal infrastructure prior to receiving a Building Permit.

This preliminary assessment is based on the review of the information provided by the developer and known to the Approving Officer at the time of issuance. Previously unknown facts or circumstances coming to the Approving Officer's attention before the subdivision plans are submitted for final approval may cause the Approving Officer to reconsider the proposal. The developer must advise the Approving Officer of any changes in conditions or circumstances material to the application prior to the final application being submitted. This preliminary assessment does not relieve the applicant of the responsibility to obtain all other necessary permits, certificates, licenses and other approvals from the Town and other government or regulatory agencies having jurisdiction.

The conditions noted in this PLA are valid until **July 27, 2024**. Notwithstanding this, the PLA may be revoked or amended by the Approving Officer during that period. Following the expiry date, an application for a new PLA must be made if the subdivision has not been finally approved and the developer wishes to have the continued benefit of an unexpired preliminary assessment.

Sincerely,

Lesley-Anne Staats, MCIP, RPP Approving Officer

Attachments: Subdivision Plan, CDA-4 Zone

cc Owner via email jiyan3669@gmail.com; Trevor Rutley, Director of Infrastructure Services; Michelle Lewis, Natural Asset Technician; Ryan Desrochers, Project Coordinator; Marci Beacham Fuller, Development Coordinator; Jason Knowles, Chief Building Official planning@gibsons.ca

EXHIBIT J FORM OF CONTRACT OF PURCHASE AND SALE

See attached.

Lot No. _____ Phase _1___

TOUCHSTONE AT GOSPEL ROCK CONTRACT OF PURCHASE AND SALE

(SINGLE FAMILY HOME SITES)

THIS CONT	IRACT is dated for reference	, 2024 (the " Reference Date ").
'Vendor"	TLI LIMITED PARTNERSHIP 971 Venture Way Gibsons, B.C. V0N 1V7	
"Purchaser"	Full Name:	Full Name:
	Address:	Address:
	Tel: (W):	Tel: (W):
	Tel: (C):	Tel: (C):
	E-mail:	E-mail:
	Occupation/Principal Business:	Occupation/Principal Business:
	Canadian Citizen/Permanent Resident:	Canadian Citizen/Permanent Resident:
	□Yes / □No	□ Yes / □ No
	(Country of Citizenship/Residency)	(Country of Citizenship/Residency)
	Passport / ID No.	Passport / ID No.
	Date of Birth:	Date of Birth:
	Tax Identification Number(SIN, TTN, ITN, BN or TN)	Tax Identification Number(SIN, TTN, ITN, BN or TN)
"Property"	the corporation (such as a certificate of incur corporation that set out the officers duly auth provided to the Vendor within 30 days of the Proposed Subdivision Lot in "Single " Development "), substantially as shown on t	by of the corporate record which sets out the power to bin nbency, the articles of incorporation or the bylaws of the iorized to sign on behalf of the corporation) must be Vendor's acceptance of this offer. Family Home Sites – Touchstone at Gospel Rock" (the the phase 1 preliminary subdivision plan (the to the Disclosure Statement (as defined in section 1.05) to

"Purchase Price"

(the "Lands").

\$______. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including goods and services tax ("**GST**") or any other federal or provincial sales, service, value added, transition or other tax (as set out in further detail in section 14 of Schedule A hereto).

currently legally described as Parcel Identifier: 010-827-200, Block 7, District Lot 842, Plan 6755

In this Contract, "Phase 1A", "Phase 1B", "Phase 1C", and "Subdivision Phases" will have the meaning given to those terms in the Disclosure Statement.

INITIALS			
Purchaser	Purchaser	Vendor	

1.01 Offer. The Purchaser hereby offers to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the "**Permitted Encumbrances**") referred to in the Disclosure Statement. The Purchaser acknowledges that he, she or it is purchasing a Property which is a vacant lot.

1.02 Deposit. The Purchaser will pay deposits to "Terra Law Corporation, in trust" to be held by them as trustee in accordance with the *Real Estate Development Marketing Act* ("**REDMA**") as follows:

- a. a deposit (the "**First Deposit**") of \$10,000.00 payable forthwith upon the Acceptance Date (as defined below);
- b. a further deposit (the "**Second Deposit**") in the amount which when added to the First Deposit is equal to 10% of the Purchase Price, payable on or before the Purchaser's Condition Date (as defined in Section 12 of Schedule A hereto), provided that the Purchaser does not terminate the Contract pursuant to Section 12; and
- c. a further deposit (the "**Third Deposit**") of an additional 5% of the Purchase Price payable on or before the date that is the later of: (i) ten (10) days after receipt by the Purchaser of the Financing Amendment (as defined in Section 26 of Schedule A hereto); and (iii) six (6) months after the Acceptance Date.

The First Deposit, the Second Deposit and the Third Deposit are collectively, the "**Deposit**" and constitutes a total of 15% of the Purchase Price.

The Purchaser will pay the balance of the Purchase Price, subject to adjustments described herein, on the Completion Date (as defined in section 1 of Schedule A hereto). All instalments of the Deposit shall be made by certified cheque, bank draft or wire transfer only and may not be made by cash, cheque, money order, direct deposit or credit card. Any interest earned on the Deposit shall be for the account of the Vendor.

1.03 Tax Residency. The Purchaser certifies to the Vendor that the Purchaser is **not** a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates. See Schedule A attached hereto.

1.05 Receipt of Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement dated June 27, 2024 (the "Initial Disclosure Statement") for the Development including all amendments thereto, if

any, filed up to the date hereof (collectively, the "**Disclosure Statement**") and has been <u>Purchaser Purchaser Vendor</u> given a reasonable opportunity to read the Disclosure Statement prior to entering into this Contract and the execution by the Purchaser of this Contract (as defined in section 1.07 of this Contract) will constitute a receipt in respect thereof. The Purchaser acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Contract has been drawn to the Purchaser's attention.

1.06 Electronic Delivery of Disclosure Statement and Amendments. To the

extent that the Vendor provided a copy of the Initial Disclosure Statement or a copy of any or all of the Amendments (as defined in section 25 of Schedule A hereto) to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address of the

Purchaser set out on page 1 hereof, the Purchaser hereby consents to such delivery by electronic means. The Purchaser hereby acknowledges and agrees that the Vendor may, in its discretion, deliver a copy of any amendment to disclosure statement which is filed in respect of the Disclosure Statement, to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, and the Purchaser hereby consents to such delivery by electronic means.

1.07 Acceptance. The Purchaser's offer herein will be open for acceptance by the Vendor on presentation until 11:59 p.m. on _______, 2024 and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase (the "Contract") in respect of the Property for the Purchase Price, on the terms and subject to the conditions set out herein.

[remainder of page intentionally left blank, signature page follows]

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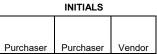
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Purchaser	Purchaser	Vendor	

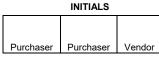
INITIALS			
Purchaser	Purchaser	Vendor	

\$ 10.000.00

\$

s





Lot No.	Phase	1

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE A ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS CONTRACT THIS _____ DAY OF _____, 2024.

WITNESS:	PURCHASER(S):	
WITNESS:	PURCHASER(S):	

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of ______, 2024 (the "Acceptance Date").

TLI LIMITED PARTNERSHIP by its general partner, GREENLANE HOMES LTD.

By:

Authorized Signatory

INITIALS			
Purchaser	Purchaser	Vendor	

SCHEDULE A

- 1. Completion Date. The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by way of a SOLICITOR'S CERTIFIED TRUST CHEQUE, BANK DRAFT or WIRE TRANSFER by 3:00 p.m. on the completion date (the "Completion Date") which will be the date identified by written notice (the "Completion Notice") given by the Vendor or Terra Law Corporation (the "Vendor's Solicitors") to the Purchaser or the Purchaser's solicitors/notary (the "Purchaser's Solicitors") as the date on which the Property is or will be ready to be transferred to the Purchaser, provided the Vendor or the Vendor's Solicitors will give not less than ten (10) Business Davs' notice thereof. Whether the Property is ready to be transferred refers to the Property and not any other Property within the Development and the Property will be deemed to be ready to be transferred on the Completion Date if the New Westminster Land Title Office (the "LTO") has issued a separate title for the Property. If the Completion Date is not a Business Day, the Completion Date shall be the immediately following Business Day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when title to the Property will be issued. If title to the Property is not issued on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by the following applicable date (each an "Outside Date"):
 - (a) if the Property is in Phase 1A: June 30, 2027;
 - (b) if the Property is in Phase 1B: December 31, 2027; or
 - (c) if the Property is in Phase 1C: June 30, 2028,

then either party may, by written notice to the other party, cancel this Contract at any time after the Outside Date and prior to the Completion Notice being received by the Purchaser, and the Deposit (excluding interest thereon) will be returned to the Purchaser and, effective as of the date of receipt of such notice by the party to which it was given, this Contract will be null and void and both parties will be released from all of their obligations hereunder, provided that:

- (d) if the Vendor is delayed from completing installation of utilities and services to the Property as a result of earthquake, flood or other act of God, fire, explosion, terrorism or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, pandemic or epidemic, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Vendor may, at its option, exercisable by written notice to the Purchaser, in addition to any extension pursuant to subsection 1(e) of this Schedule A and whether or not any extension described in subsection 1(e) of this Schedule A has been exercised, elect to extend the applicable Outside Date by a period equivalent to such period of delay; and
- (e) the Vendor may, from time to time, at its option, exercisable by written notice to the Purchaser, in addition to any extension pursuant to subsection 1(d) above and whether or not any extension described in subsection 1(d) above has been exercised, elect to extend the Outside Date for three (3) periods of up to 120 days for each such extension period.

The Purchaser acknowledges that the estimated date range for completion set out in the Disclosure Statement (the "**Estimated Completion Date Range**") has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above. The Estimated Completion Date Range may vary based on various factors and may be revised to advance or delay it from time to time without compensation to the Purchaser. For clarity, the Purchaser acknowledges and agrees that the actual Completion Date may occur on a date before or after the Estimated Completion Date Range and the Purchaser agrees to complete the purchase of the Property on the Completion Date as established in accordance with this Contract regardless of the amount of time between the actual Completion Date and the Estimated Completion Date Range. The Purchaser acknowledges and agrees

INITIALS			
Purchaser	Purchaser	Vendor	

that its decision to enter into and to perform the terms of this Contract is not predicated upon whether the actual Completion Date occurs before, within or after the Estimated Completion Date Range.

2. Conveyance.

- (a) The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors at least five (5) days prior to the Completion Date a vendor's statement of adjustments and a Form A Freehold Transfer (the "Transfer") for the Property. The Vendor will execute and deliver the Transfer and the statement of adjustments, to the Purchaser's Solicitors on or before the Completion Date, on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post registration index search from the LTO indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The transfer of the Property will also be subject to the Vendor's financing arranged in connection with the Development and/or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Property of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date.
- (b) If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Purchaser has: (i) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (ii) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (iii) made available to the Vendor a solicitor'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.
- 3. **Deposit.** The Deposit shall be dealt with as follows:
 - (a) the Deposit, or any portion thereof, when received, will be deposited by the Vendor's Solicitors in an interest bearing trust account and any interest earned on the Deposit will, in all cases, accrue to the benefit of the Vendor and will not be applied on account of the Purchase Price;
 - (b) the Vendor and the Purchaser agree that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay any portion of the Deposit when required hereunder or failure to complete the purchase of the Property in default of its obligations hereunder. If the Purchaser fails to pay any portion of the Deposit when required hereunder or failure to pay any portion of the Deposit when required hereunder or fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Property in default of his, her or its obligations hereunder, then subject to subsection 8(b) of this Schedule A, the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest thereon will be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages; and
 - (c) if the Vendor fails to complete the sale of the Property in default of its obligations hereunder, then the paid portion of the Deposit will be returned to the Purchaser as the Purchaser's sole remedy and the Purchaser will have no further claims against the Vendor.

In addition, the Purchaser acknowledges and agrees that:

(d) any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus any reasonable administrative fee to be charged by the Vendor or the Vendor's Solicitors;

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- (e) the Vendor may appoint replacement solicitors for the Vendor's Solicitors and/or cause any portion of the Deposit that has been paid and any subsequent payments on account of the Deposit, together with all interest accrued thereon, to be transferred to the trust account of such replacement solicitors or another trustee (as defined in REDMA), in either case upon written notice to the Purchaser; and
- (f) the Purchaser acknowledges and agrees that, in accordance with Section 19 of REDMA, the Vendor may enter into a deposit protection contract (the "Deposit Protection Contract") with an approved insurer, pursuant to which the deposits paid by purchasers of lots in the Development, including the Deposit, are insured and, as such, may be released, in whole or in part, to the Vendor and used by the Vendor for purposes related to the Development, including the construction (including servicing) and marketing thereof. Upon the release of the Deposit or any portion thereof to the Vendor in accordance with the Deposit Protection Contract, the provisions of this Contract shall be deemed to have been amended accordingly. The Purchaser acknowledges that from and after the release of the Deposit or any portion thereof pursuant to a Deposit Protection Contract, no further interest will be earned on the amount so released.
- 4. Adjustment. The Purchaser will assume and pay all taxes, rates, assessments and other charges and will be entitled to receive all income relating to the Property from and including the Completion Date and all adjustments, both incoming and outgoing of whatsoever nature in respect of the Property, will be made as of 12:01 a.m. PST on the Completion Date and the balance of the Purchase Price due on the Completion Date will be adjusted accordingly. If the amount of any such taxes, rates or assessments has been levied in respect of the Lands or portion thereof, then the amount applicable to the Property will be prorated based on the size of the Property in relation to the Lands.

5. Risk.

- (a) The Property and all other items included in the purchase contemplated herein will be and remain at the risk of the Vendor until 12:01 a.m. PST on the Completion Date and after that time the Property and all other items included in the purchase contemplated herein will be at the risk of the Purchaser. In the event of material damage to the Property and/or the Development as determined by the Vendor occurring before the passage of risk to the Purchaser, the Vendor may, at the Vendor's option, terminate this Contract by delivering written notice to the Purchaser or the Purchaser's Solicitor. In the event the Vendor does not cancel this Contract pursuant to this subsection 5(a) the Purchaser will complete the purchase on the Completion Date. For the purpose of this subsection 5(a), "material damage" means loss or damage to or destruction of the Property and/or the Development to such an extent that, in the reasonable opinion of the Vendor, the repair thereof cannot be substantially completed within 120 days.
- (b) If this Contract is terminated in accordance with subsection 5(a) of this Schedule A, this Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser or the Purchaser's Solicitors and the Vendor will return to the Purchaser that portion of the Deposit paid by the Purchaser pursuant to this Contract up to the date of such termination. The Purchaser acknowledges and agrees that it is signing this Contract under seal and that the Purchaser will not have any right to revoke his, her or its offer herein while this Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser in respect of the Vendor's termination of this Contract and any matter associated therewith.
- (c) In the event of any damage to the Property and/or the Development occurring after the passage of risk to the Purchaser as a result of any natural or manmade disaster, including without limitation, fire, water damage, subsidence, infestation, explosion or accident, howsoever caused, flood, earthquake, act of God, climatic conditions or terrorist attack, the Purchaser hereby waives any claim it has or ever may have against the Vendor in respect of such damage. This waiver does not merge on the Completion

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Date and may be pleaded by the Vendor as a complete defence to any claim made by the Purchaser in this regard.

- 6. **Possession**. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Property have been paid in full in accordance with section 2 of this Schedule A, the Purchaser will have vacant possession of the Property on the day following the Completion Date (the "**Possession Date**").
- 7. Builders' Lien Holdback. That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Builders Lien Act* (British Columbia) solely in respect of lien claims registered in the LTO in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* (British Columbia) expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Property of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.
- 8. **Time is of the Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein, and all other amounts payable hereunder are paid by the Purchaser when due, then the Vendor may, at its option:
 - (a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and, subject to the provisions of REDMA, the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or
 - (b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 8(a) of this Schedule A or grant one or more further extensions pursuant to subsection 8(b) of this Schedule A, at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 8(b) of this Schedule A if the Purchaser fails to make such payment or complete the purchase of the Property, as the case may be, in accordance with this Contract on or before such extended date.

9. Construction.

(a) The Vendor will complete the installation of water, sanitary sewer and storm sewer services, and ducts for the provision of electricity, natural gas, fibre optic and telephone services (or equivalent) to the lot lines of the Property by the Completion Date subject to section 1 of this Schedule A. The Purchase

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Price does not include any buildings, structures or improvements on the Property, which are to be constructed at the Purchaser's sole expense.

- (b) The Purchaser acknowledges that there are no construction, manufacturer or other warranties, conditions, or guarantees, whether collateral, implied by law (statutory or otherwise), provided by the Vendor in connection with the Property.
- (c) The Purchaser acknowledges that the Vendor may from time to time, in its sole discretion, make any changes to the Property or the Development as may be required by any governmental authority including the Town of Gibsons (the "**Town**"), and all without notice or compensation to or consent from the Purchaser.
- (d) The Purchaser acknowledges and agrees that the Purchaser has no right to request and the Vendor is not obligated to make any customized changes to the Property.
- 10. Service Facilities. The Purchaser acknowledges that the Development will include service facilities and equipment required in connection therewith such as transformers, power conduits, and other such facilities and equipment (the "Service Facilities"). The Service Facilities will be located within the Development as required by the Town or recommended by the Vendor's consultants. The Purchaser acknowledges and agrees that the current plans for the Development may not indicate the location of all the Service Facilities and that the Vendor reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Vendor, without compensation to the Purchaser. The Purchaser further acknowledges that certain Service Facilities may be located on or within the Property. As a result, such Service Facilities may obstruct views, sight lines or light. As well, noise, vibration, light and/or odours emanating from such Service Facilities may be perceptible by the occupants of the Property. The Purchaser hereby waives any claim it has or may have against the Vendor and the Registered Owner, as the case may be, in respect of such obstructions or nuisances emanating from such Service Facilities.
- 11. Entire Contract/Representations. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser including any purchase and sale agreement between any predecessor of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, models, features or displays in the presentation centre or any model home, photographs, illustrations or renderings, or other marketing materials, or posts on X (formerly Twitter), blogs, Facebook, Instagram posts and/or pages, or other social media provided to the Purchaser or made available for his, her or its or its viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor, engineering, and/or architectural requirements. In addition, the Purchaser acknowledges and agrees that the areas and dimensions of the lots (including the Property) in the Development (collectively, the "Lots") in the Preliminary Plan are approximate, based on architectural drawings and provided for reference purposes only, and are not represented as being the actual final areas and dimensions. Actual final areas and dimensions will be as set out in the final subdivision plan (the "Final Plan") for the applicable Subdivision Phase of the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the Lots between the Preliminary Plan or any proposed plans and the Final Plan, the latter shall prevail.
- 12. Geotechnical Review and Inspection. After the Acceptance Date, the Purchaser or his, her or its representative and consultants will have a one-time right to inspect and conduct a geotechnical review of the portion of the Parent Property in which the Property will be situated upon written notice to the Vendor, which written notice will be given at least 3 Business Days in advance and in any case no later than the date that is 7 days after the Acceptance Date Any inspection of or access to the Parent Property by the Purchaser, his, her or its representative and consultant(s) prior to the Completion Date must be conducted in the presence of a representative of the Vendor. The Purchaser will have until the date that is 14 days after the Acceptance Date (the "Purchaser's Condition Date") to terminate this Contract upon written notice to the Vendor or the Vendor's

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Solicitors if the Purchaser is not satisfied with the geotechnical review and/or feasibility of the construction of the Purchaser's home on the Property. If the Purchaser terminates this Contract in accordance with this section 12, this Contract will be null and void effective as of the day the Purchaser delivers notice of termination to the Purchaser or the Purchaser's Solicitors (which notice shall not be delivered after the Purchaser's Condition Date) and the Vendor will return to the Purchaser that portion of the Deposit paid by the Purchaser pursuant to this Contract up to the date of such termination. The Vendor acknowledges and agrees that it is signing this Contract remains subject to the foregoing termination right in favour of the Purchaser. The Vendor and the Purchaser acknowledges and agrees that neither party will not be liable for any damages or costs whatsoever incurred by the other party resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the other party, directly or indirectly.

13. **Purchaser Acknowledgements.** The Purchaser acknowledges and agrees that:

- (a) none of the Deposit payments will begin to bear interest until after it is deposited into the Vendor's Solicitors' trust account which may, in the Vendor's discretion, be after the expiry of all statutory rescission periods;
- (b) the lot number assigned to the Property and the civic address assigned to the Property and/or the Development, are subject to change at the discretion of the Vendor or as required by any governmental authority without notice or compensation to or consent from the Purchaser, and are not material to the Purchaser in proceeding with the transaction contemplated herein;
- (c) the Development will be part of a master planned community (the "Community") comprised of separate residential developments (stratified or otherwise) and a hotel (collectively, the "Adjacent Developments") and the Conservation Area (as defined and more particularly described in the Disclosure Statement) and will be adjacent to or in the vicinity of other residential communities, which may result in noise, vibration or other disturbances, high level of pedestrian and vehicular traffic, and other activities associated with such residential uses. The Purchaser acknowledges and agrees the Vendor shall not be liable or responsible for any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Development or any portion thereof or to the owners or occupants from time to time of the Development (which includes the Purchaser and the owners and occupants of the Property), relating to or incidental to any disturbance or other matter described in this subsection 13(c);
- (d) the Purchaser may become a member of a society formed under the Societies Act (British Columbia) or a corporation formed pursuant to the Not-for-Profit Corporation Act (Canada) (the "Community Association"), comprised of the owners of the Lots (or a representative of such owners), the owner of the hotel, and the strata corporations as members. In such event, it is intended that the Community Association will govern the administration and operation of, among other things, the Community Facilities (as defined in the Disclosure Statement) and other common areas within the Community, and the Purchaser may be required to pay membership dues to the Community Association from time to time, which membership dues will include the Purchaser's proportionate share of the costs associated with the operation, maintenance, repair and insurance, if applicable, of the Community Facilities;
- (e) the Property is or will be subject to a statutory building scheme (the "**Building Scheme**") in substantially the same form attached as an exhibit to the Disclosure Statement and the Purchaser was given an opportunity to review the schedule of restrictions and design guidelines contained within the Building Scheme; Purchaser Purchaser
- (f) pursuant to the Building Scheme, the Purchaser will be required to pay a damage deposit in the amount of \$5,000 (the "Damage Deposit") to the Vendor (or an affiliate of the Vendor or the Vendor's Solicitors, as directed by the Vendor) on the Completion Date, as security against any damage caused by the Purchaser or its contractors or agents to existing infrastructure in the Community during construction and/or any work done by the Purchaser on the Property, which

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Damage Deposit will be a credit to the Vendor on the Vendor's statement of adjustments and held in accordance with the Building Scheme;

(g) pursuant to the Building Scheme, the Purchaser will be required to pay a compliance deposit in the amount of \$5,000 (the "Compliance Deposit") to the Vendor (or an affiliate of the Vendor or the Vendor's Solicitors, as directed by the Vendor) on the Completion Date, to ensure the Purchaser's compliance with the Building Scheme, which Compliance Deposited of the Vendor of the Vendor's Solicitors, as directed by the Vendor of the Vendor of the Vendor of the Vendor's Solicitors, as directed by the Vendor of the Solicitor of the Vendor of the Vendor's Solicitors, as directed by the Vendor of the Solicitor of the Vendor's Solicitors, as directed by the Vendor of the Vendor of the Vendor of the Vendor's Solicitors, as directed by the Vendor of the Vendor of the Vendor's Solicitors, as directed by the Vendor's Solicito

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Purchaser's compliance with the Building Scheme, which Compliance Deposit will be a credit to the Vendor on the Vendor's statement of adjustments and held in accordance with the Building Scheme;

- (h) the Purchaser will grant the Vendor, the Registered Owner or their affiliate (the "Optionee"), an irrevocable option to purchase for the Optionee to repurchase the Property from the Purchaser if (i) the Purchaser has not submitted the plans and specifications for construction of the principal dwelling on the Property (the "Plans and Specs") to the approving authority under the Building Scheme (the "Approving Authority") within five (5) years of the Completion Date; (ii) the Purchaser has not commenced construction of the principal dwelling on the Property within twelve (12) months after receiving approval of the Plans and Specs by the Approving Authority; or (iii) the Purchaser having commenced construction has not completed construction of the principal dwelling on the Property within thirty (30) months after receiving approval of the Plans and Specs by the Approving For the Property will be the lesser of (i) 90% of the then-fair market value of the Property; and (ii) the Purchase Price;
- the Completion Date may be any day up to and including the Outside Date, as extended pursuant to subsection 1(d) and/or 1(e) of this Schedule A, and the Purchaser releases the Vendor and its affiliates, directors, officers and employees from any actions, causes of action, costs, claims, demands, damages and liabilities including consequential damages arising as a result of the date on which the Completion Date occurs;
- (j) as of the Completion Date, the Purchaser will assume and agrees to observe and perform all covenants, agreements and obligations of the owner of the Property under each of the Permitted Encumbrances set out in section 4.3 of the Disclosure Statement;
- (k) after the completion of the purchase of the Property by the Purchaser, the Vendor and/or its trades and contractors may continue to carry out construction work on the Development or portions of the Community which are not part of the Development, including installation, servicing, repair and maintenance activities and construction of certain model homes on certain Lots, and that such work may cause inconvenience to the use and enjoyment of the Property, including, without limitation, excessive levels of noise, vibration, dust and debris; and
- (I) the Vendor may retain one or more Lots and construct a sales and administrative offices, presentation centre and/or model homes for marketing purposes or otherwise and that, for so long as the Vendor is the owner of any Lots, the Vendor may carry out marketing, promotional, sales and related activities within the Development including, without limitation, maintaining display areas, parking areas and signage (including signage on the exterior of the Development), conducting tours of the Development with prospective purchasers, holding events and other marketing and sales activities within the Development, and permitting public access to the same for the purpose of marketing any unsold Lots.

14. Costs and Taxes.

- (a) The Purchaser will pay all costs in connection with the sale and purchase of the Property (including but not limited to property transfer tax, any additional property transfer tax payable if the Purchaser is a foreign entity a taxable trustee or both, and any federal and provincial sales, goods and services, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property) other than the costs of the Vendor incurred in clearing title to the Property.
- (b) In addition to the Purchase Price, the Purchaser will be liable for and will pay all applicable property transfer tax, goods and services tax ("**GST**") and any other federal or provincial sales, social service,

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value added, transition or other tax payable by the Purchaser in connection with the purchase and sale of the Property and imposed pursuant to Part IX of the *Excise Tax Act* (Canada) and any other federal or provincial legislation in respect of the transaction contemplated herein .

(c) Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to Canada Revenue Agency ("CRA"). The Purchaser will indemnify and save harmless the Vendor from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Property contemplated herein.

15. Assignment and Advertising.

- (a) The Purchaser will not sell or assign its rights, benefits and interests under this Contract without the prior written consent of the Vendor. The Purchaser acknowledges and agrees that the Vendor may act in its sole discretion in determining whether to grant such consent and such consent may be arbitrarily withheld for any reason whatsoever by the Vendor. Any consent permitted hereunder will be in accordance with subsection 15(d) below. Unless the Vendor consents to an assignment of this Contract, the Vendor is not required to convey the Property to anyone other than the Purchaser named in this Contract. Following any assignment, the assignor will not be relieved of his, her or its obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Contract.
- The Purchaser will not at any time advertise or solicit offers from the public or list the Property on the (b) Multiple Listing Service® with respect to the resale of the Property by the Purchaser before the Completion Date without the prior written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole and absolute discretion. If the Purchaser breaches this prohibition on advertising or use of MLS, the Vendor, may at its sole discretion, provide written notice to the Purchaser of such breach (the "Notice of Advertising/Listing Breach") and upon receipt of such notice, the Purchaser will pay to the Vendor the additional amount of Five Thousand Dollars (\$5.000.00), plus GST, which amount will be due and payable forthwith upon receipt of the Notice of Advertising/Listing Breach and an additional Five Hundred Dollars (\$500.00), plus GST, for each day from and including the day following receipt of the Notice of Advertising/Listing Breach to and including the day upon which the Purchaser delivers satisfactory evidence to the Vendor that the Purchaser is no longer in breach of this subsection 15(b), which amounts will be due and payable immediately upon the date on which such amounts are incurred. The parties hereby agree that such amounts constitute a genuine pre-estimate of the minimum damages suffered by the Vendor in connection with a breach by the Purchaser of this subsection 15(b).
- (c) For the purposes of this Contract, "**Related Party**" means a spouse, brother, sister, child, grandchild, parent or grandparent of the Purchaser; or a company in which the Purchaser or any of the foregoing individuals has a controlling interest.
- (d) Subject to subsection 15(a) of this Schedule, the Vendor's consent to an assignment of this Contract and the Purchaser's rights hereunder is conditional upon the following:
 - (i) the assignee is not a non-Canadian within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
 - (ii) the Purchaser pays to the Vendor an administrative fee (the "Assignment Administrative Fee") equal to \$1,500 plus Taxes, plus an assignment fee equal to 2% of the Purchase Price, plus Taxes and any other applicable taxes. In the case of an assignment to one or more Related Party(ies), the Purchaser will only be required to pay the Assignment Administrative Fee provided that the Purchaser provides the Vendor with evidence satisfactory to the

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Vendor, in its sole discretion, of the relationship between the Purchaser and the Related Party(ies);

- the Purchaser has received the Vendor's prior written consent to an assignment on or before the date that is sixty (60) days prior to the starting date of the Estimated Completion of Construction Date Range;
- (iv) the Purchaser provides the assignee(s) with copies of the Disclosure Statement and any amendments to disclosure statement filed in respect thereof which are received by the Purchaser on or before the date of such assignment;
- (v) the Purchaser provides the Vendor with a fully executed copy of the assignment agreement between the Purchaser and the assignee(s) and any other document required by the Vendor in connection with such assignment, including without limitation, a consent to assignment on a form satisfactory to the Vendor signed by the Purchaser and any assignee of this Contract, wherein, among other things:
 - A. the assignee(s) agrees to assume all the obligations of the Purchaser under this Contract;
 - B. the assignee(s) acknowledges receipt of the Disclosure Statement and any amendments to disclosure statement, if any, filed up to the date of such assignment in respect of the Disclosure Statement;
 - C. the Deposit paid by the Purchaser prior to the date of the assignment is assigned to and deemed to belong to the assignee(s) as if such Deposit was paid by the assignee(s) to the Vendor under this Contract;
 - D. the Purchaser agrees to release and discharge any insurer with which the Vendor enters into a Deposit Protection Contract (as described more particularly in subsection 3(f)) from any and all claims that the Purchaser may have against the insurer with respect to such Deposit Protection Contract and/or the Deposit; and
 - E. the Purchaser and the assignee(s) confirm, among other things, that such assignment is not an "avoidance transaction" within the meaning of the *Property Transfer Tax Act* (British Columbia);
- (vi) the Purchaser and the assignee(s) provide the Vendor with all information and records the Vendor is required to collect pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, the REDMA and regulations, rules and policies thereunder or relating thereto, the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and regulations, rules and policies thereunder or relating thereto and other applicable laws; and
- (vii) the Purchaser will not receive any profit or assignment fee in connection with such assignment.
- **16. Assignment by Vendor**. The Vendor will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Contract without the consent of the Purchaser.
- **17. Successors and Assigns.** This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors, as applicable.
- **18. Governing Law.** This Purchaser's offer herein and the Contract which results from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

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- **19. Contractual Rights.** This offer herein and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Property or the Lands. The Purchaser will acquire an interest in land only upon completion of the purchase and sale contemplated herein.
- 20. Personal Information. The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor, the agents and salespersons described in section 30, the real estate boards of which those agents and salespersons are members and, if the Lands, the Development and/or the Property is/are listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:
 - (a) for all purposes consistent with the transaction contemplated herein including:
 - (i) to complete the transaction contemplated by this Contract;
 - (ii) to secure financing in respect of the construction of the Development;
 - to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
 - to provide such information to the Vendor's accountants and the Vendor's Solicitors for preparation of financial statements and tax returns including GST returns and T3 Trust Income Tax and Information Returns;
 - (v) to facilitate the entering into of a Deposit Protection Contract with respect to the Deposit and release of the Deposit in accordance therewith;
 - (vi) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
 - (vii) to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and regulations, rules and policies thereunder or relating thereto, and other applicable laws;
 - (viii) the identification and verification of the Purchaser;
 - (ix) to comply with REDMA and regulations, rules and policies thereunder or relating thereto;
 - (x) to comply with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and regulations, rules and policies thereunder or relating thereto; and
 - (xi) to disclose such personal information to the Vendor's affiliates, agents, assignees, business partners, contractors and suppliers, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies (including the LTO and the CRA) and other advisors and consultants in furtherance of any of the foregoing purposes;
 - (b) to permit the Vendor to comply with its legislatively imposed reporting requirements in respect of, *inter alia*, assignments and proposed assignments;
 - (c) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;
 - (d) 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

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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;

- (e) for enforcing codes of professional conduct and ethics for members of real estate boards; and
- (f) for the purpose (and to the recipients) described in the brochure published by the British Columbia Financial Services Authority entitled *Your Relationship with a Real Estate Professional.*

The Purchaser covenants and agrees to provide, and cause any third parties to provide, to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto and the *Income Tax Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information.

21. Vendor's Rights to Terminate.

The Purchaser acknowledges and agrees that:

- (a) the Vendor may in its sole discretion terminate this Contract if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that *Act*, in which event, the portion of the Deposit that has been paid will be returned to the Purchaser and the Purchaser will have no further claims against the Vendor; and
- (b) if, by the date that is twelve (12) months after the Initial Disclosure Statement was filed with the Superintendent (or if a later date results from the application of subsection 1(d) of this Schedule A, then by such later date), for any reason whatsoever, any one of the following events has not occurred:
 - (i) the Vendor has not entered into binding contracts of purchase and sale with purchasers in respect of ten (10) or more of the lots in the Development; or
 - (ii) the Vendor has not obtained construction financing in respect of the Development that is satisfactory to the Vendor in its sole, absolute and unfettered discretion,

the Vendor will have the right to terminate this Contract by giving written notice to the Purchaser or the Purchaser's Solicitors within thirty (30) days after that date.

If the Vendor terminates this Contract in accordance with subsections 21(a), (b)(i), or (ii) above, this Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser or the Purchaser's Solicitors and the Vendor will return to the Purchaser that portion of the Deposit paid by the Purchaser pursuant to this Contract up to the date of such termination. The Purchaser acknowledges and agrees that it is signing this Contract under seal and that the Purchaser will not have any right to revoke his, her or its offer herein while this Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship, consequential damages or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Contract and any matter associated therewith.

22. Notices and Tender. Any notice to be given to the Purchaser hereunder will be sufficiently given (a) if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or (b) if delivered by hand or if transmitted by e-mail to the Purchaser's Solicitors at their office or to the Purchaser. Such notice will be deemed

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to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second Business Day after such mailing. The address and e-mail address (if any) for the Purchaser will be as set out above or such other address or e-mail address of which the Purchaser has last notified the Vendor in writing. The Purchaser covenants and agrees to promptly notify the Vendor in writing, in accordance with this section 22, of any change in the address, e-mail address, or phone number of the Purchaser, the Purchaser's Solicitors or the Purchaser's real estate agent, as identified in section 30 below. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, all other matters remaining the same except as altered where necessary. Any documents or money to be tendered on the Vendor's Solicitors will be tendered by way of certified funds, bank draft or wire transfer and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

- 23. Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.
- 24. Change of Address. The Purchaser covenants and agrees to promptly notify the Vendor in writing of any change in the Purchaser's address, e-mail address, and/or phone number.
- 25. Amendment to Disclosure Statement. The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any amendment to disclosure statement filed in respect of the Disclosure Statement (the "Amendments"), execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that it received a copy of such amendment to disclosure statement.
- 26. Financing Amendment. The Vendor acknowledges its obligation to deliver to the Purchaser an amendment to the Disclosure Statement (the "Financing Amendment") setting out particulars of a satisfactory financing commitment, as contemplated in the Disclosure Statement. The Vendor and the Purchaser agree that:
 - (a) if the Financing Amendment is not received by the Purchaser within 12 months after the Initial Disclosure Statement was filed with the Superintendent of Real Estate, the Purchaser may at his, her or its option cancel this Contract at any time after the end of the 12 month period until the Financing Amendment is received by the Purchaser;
 - (b) the amount of the Deposit to be paid by the Purchaser prior to receiving the Financing Amendment will be no more than 10% of the Purchase Price; and
 - (c) the portion of the Deposit paid by the Purchaser will be returned promptly to the Purchaser upon notice of cancellation pursuant to this section 26.
- 27. Counterparts and Delivery by Electronic Transmission. This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Contract by such party.

28. Interpretation.

- (a) In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.
- (b) Any reference in this Contract to any statute, code, ordinance or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute, code, ordinance or bylaw, as the case may be.

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- 29. Registered Owner. The Purchaser acknowledges and agrees that legal title to the Property is or will be held by Greenlane Homes Ltd. (the "Registered Owner") as nominee, agent and bare trustee for and on behalf of TLI Limited Partnership. The Purchaser agrees to accept the Transfer and other closing documents executed by the Registered Owner in satisfaction of Section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges that it has been advised by the Vendor and confirms and agrees that: (a) the Vendor is solely responsible for the construction, marketing and sale of the Development; and (b) the Purchaser does not have any contractual relationship with or rights against the Registered Owner (such relationship and all such rights being with or against the Vendor) and the Purchaser will at all times deal with the Vendor in respect of the transactions contemplated herein.
- **30. Agency Disclosure**. The Vendor and the Purchaser acknowledge having received, read and understood the brochure published by the British Columbia Financial Services Authority entitled *Your Relationship with a Real Estate Professional* and acknowledge and confirm as follows:
 - (a) the Vendor has an agency relationship with <u>James Askew/ Catherine Ondzik</u>, who is licensed in Designated Agent/Licensee

relation to <u>rareEarth Project Marketing;</u> Brokerage

(b) the Purchaser has an agency relationship with ______ Designated Agent/Licensee

who is licensed in relation to _____

Brokerage

If only (a) has been completed, the Purchaser is acknowledging no agency relationship. If only (b) has been completed, the Vendor is acknowledging no agency relationship.

31. Canadian Purchaser.

- (a) The Purchaser hereby certifies, declares, represents and warrants to the Vendor and the Vendor's Solicitors and their respective directors, officers, partners, shareholders, employees, representatives, affiliates or agents (collectively, the **"Vendor Parties**") that:
 - (i) either:
 - A. the Purchaser is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) (in this section 31, the "*Act*") and the regulations thereunder, as amended from time to time (in this section, collectively, the "**Regulations**"); or
 - B. the Purchaser is a "non-Canadian" within the meaning of the *Act* and the Regulations, but is an exempt person pursuant to section 4(2) of the *Act*; and
 - (ii) any documentation or information delivered or made available to any of the Vendor Parties in connection with the above is complete, true and accurate.
- (b) The Purchaser will:
 - deliver or make available to the Vendor for examination from time to time and at the Vendor's request such documentation or information as is required by the Vendor in its sole discretion to confirm that the Purchaser is not a "non-Canadian" within the meaning of the Act and the Regulations; and

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- (ii) at the Vendor's request, which request may be made from time to time, immediately deliver to the Vendor a certificate addressed to, or statutory declaration in favour of, the Vendor Parties pursuant to which the Purchaser certifies or declares, as applicable, that the certification, declaration, representations and warranties set out in subsection 31(a) are true and correct as of the date of such certificate or declaration.
- (c) The Vendor may in its sole discretion terminate this Contract if the Vendor has reasonable grounds to suspect that the Purchaser is both: (a) a "non-Canadian" within the meaning of the *Act* and the Regulations; and (b) not an exempt person pursuant to section 4(2) of the *Act*, in which event the portion of the Deposit that has been paid (excluding interest earned thereon) will be returned to the Purchaser, less \$1,000.00 for the Vendor's reasonable administrative costs, and the Purchaser will have no further claims against the Vendor.
- (d) The Purchaser will and does hereby indemnify and save harmless the Vendor and the Vendor Parties from and against any and all costs, expenses, claims, damages, fines, penalties or liabilities relating to or resulting from a representation and warranty set out in subsection 31(a) being untrue or inaccurate or from any contravention or violation of the *Act* and the Regulations, in respect of the sale of the Property to the Purchaser including, without limitation, any and all costs, expenses, claims, damages, fines, penalties or liabilities incurred, suffered or payable by the Vendor resulting from any audit, allegation or proceedings against the Purchaser or the Vendor on the basis that the sale of the Property to the Purchaser contravened or violated the *Act* or the Regulations, or in connection with any allegation or finding that the Vendor contravened or violated the *Act* or the Regulations, by selling the Property to the Purchaser. The Purchaser expressly acknowledges and agrees that the Vendor Parties can rely on the benefit of, and seek to enforce against the Purchaser, the provisions of this subsection 31(d) notwithstanding that the Vendor Parties (other than the Vendor) are not a party to this Contract.
- (e) The representation and warranty of the Purchaser and the Purchaser's indemnification obligations set out in this section 31 will survive the completion of the purchase and sale of the Property.

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