

**LAKEVIEW TERRACE  
LAKE KOOCANUSA, BC**

**FIRST AMENDMENT TO DISCLOSURE STATEMENT  
AUGUST 7, 2022**

**DEVELOPER:  
KV PROPERTIES INC.**

Business Address: PO Box 1799  
Fernie, British Columbia V0B 1M0

Address for Service: c/o Reed Pope Law Corporation  
202 – 1007 Fort Street  
Victoria, British Columbia V8V 3K5

**This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.**

**The Developer intends to market the Lots offered for sale under this Disclosure Statement using its own employees. The employees of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.**

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_,  
\_\_\_\_\_ who has confirmed that fact by initialing in the  
space provided here: \_\_\_\_\_**

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## OVERVIEW OF THIS AMENDMENT

The following disclosure statements have been filed in respect of the project known as “Lakeview Terrace”:

- Disclosure Statement, dated August 30, 2021 (the “**Original Disclosure Statement**”)

This First Amended Disclosure Statement dated August 7, 2022 (the “**First Amendment**”) amends the Original Disclosure Statement as follows:

**List of Exhibits** - All reference to Exhibits in the Disclosure Statement are amended as set out in the following table, such that, wherever an Exhibit is shown to be attached to a more recent Amendment to Disclosure Statement, the previous versions of the same Exhibit are deleted from the Disclosure Statement in their entirety and replaced with the most recent version of the Exhibit. For ease of reference, the most recent version of each Exhibit is shown in bold and underlined in the table below:

Original Disclosure Statement	First Amendment
<u>Exhibit A</u>	
<u>Exhibit B</u>	
<u>Exhibit C</u>	
<u>Exhibit D</u>	
<u>Exhibit E</u>	
Exhibit F	<u>Exhibit F-1</u>
Exhibit G	<u>Exhibit G-1</u>
<u>Exhibit H</u>	
<u>Exhibit I</u>	
<u>Exhibit J</u>	
<u>Exhibit K</u>	
<u>Exhibit L</u>	
<u>Exhibit M</u>	
Exhibit N	<u>Exhibit N-1</u>
<u>Exhibit O</u>	
<u>Exhibit P</u>	
Exhibit Q	<u>Exhibit Q-1</u>
<u>Exhibit R</u>	
Exhibit S	<u>Exhibit S-1</u>
Exhibit T	<u>Exhibit T-1</u>
<u>Exhibit U</u>	
<u>Exhibit V</u>	
<u>Exhibit W</u>	
<u>Exhibit X</u>	

**LIST OF EXHIBITS  
ATTACHED TO THIS FIRST AMENDMENT**

- Exhibit F-1** Purchase Agreements:  
Phase 1 – Post Title Purchase Agreement  
Phase 2 – Post Title Purchase Agreement  
Phase 3 – Pre-Title Purchase Agreement  
Phase 4 – Pre-Title Purchase Agreement
- Exhibit G-1** Summary of Legal Notations and Encumbrances
- Exhibit N-1** Development’s Strata Plan:  
Phase 1 – Final Strata Plan  
Phase 2 – Final Strata Plan  
Phase 3 – Preliminary Strata Plan  
Phase 4 – Preliminary Strata Plan
- Exhibit Q-1** Geotechnical Covenant:  
Phase 1 – Registered  
Phase 2 – Registered
- Exhibit S-1** Form V:  
Phase 1 – Registered  
Phase 2 – Registered  
Phase 3 – Preliminary  
Phase 4 – Preliminary
- Exhibit T-1** Developer’s Interim Budgets

1. **Section 2.1 – General Description of the Development** – subsection (a) is deleted and replaced with the following:

(a) *Location of the Development*

The development known as “Lakeview Terrace” (the “**Development**”) is located adjacent to Lake Koochanusa with access by Marcer Road in the Regional District of East Kootenay (the “**Regional District**”), British Columbia. The Development is currently planned as a Phased Strata Plan (as defined in section 2.4(a)) with four (4) Phases (as defined in section 2.4(a)). Phase 1 and Phase 2 are complete. The remaining Phases will be constructed on the Development Lands (as defined in section 4.1(a)). The civic address assigned to the Development or the Strata Lots (as defined in section 2.1(b)) are subject to change by the Regional District or the Developer.

2. **Section 2.1 – General Description of the Development** – the table in subsection (b) is deleted and replaced with the following:

Phase Number	Number of Strata Lots
1	64
2	18
3	3
4	2
	<b>Total - 87</b>

3. **Section 2.1 - General Description of the Development** – the fourth paragraph in subsection (b) is deleted and replaced with the following:

Except for the Excluded Strata Lots, the Developer is offering the unsold Strata Lots in Phase 1, Phase 2, and the Strata Lots to be created in Phase 3 and Phase 4, for sale under this Disclosure Statement.

4. **Section 2.1 – General Description of the Development** – subsection (c) is deleted and replace with the following:

(c) *Preliminary Strata Plan and Final Strata Plan*

Title for the Strata Lots in each Phase will be created by the deposit in the Land Title Office (the “**Land Title Office**”) of a final surveyed strata plan (the “**Final Strata Plan**”) for that Phase over the Development Lands. The Final Strata Plan for Phase 1 and Phase 2 have been registered and are attached as part of **Exhibit N-1**.

The preliminary strata plan (the “**Preliminary Strata Plan**”) for the Development, which shows the proposed layout and location of the Strata Lots in Phase 3 and Phase 4, is attached as part of **Exhibit N-1**. The actual layout, dimensions, location and area of the Strata Plan in Phase 3 and Phase 4 may vary from what is depicted on the Preliminary Strata Plan.

5. **Section 2.2 – Permitted Use** – the table in subsection (a) is deleted and replaced with the following:

R-1(A) Zone	R-1(B) Zone
	Phase 1: Strata Lots 1 - 64
	Phase 2: Strata Lots 65-73
Phase 2: Strata Lots 74 - 82	
	Phase 3: Strata Lots 83 – 85
	Phase 4: Strata Lots 86 and 87

6. **Section 2.4 – Phasing** – subsections (b) and (c) are deleted and replaced with the following:

(b) Phasing at the Development

The Development is being developed as a Phased Strata Plan pursuant to an approved Form P. The original Form P for the Development has been amended several times. Attached as **Exhibit X** is the current amended Form P which was registered at the Land Title Office on May 18, 2021.

Under the Form P, the Developer is deemed to have elected to proceed with all remaining phases of the Development. The Developer may apply to amend the Form P again in the future.

(c) Strata Lots Offered for Sale under this Disclosure Statement

The Development is intended to consist of a total of 87 serviced bare land strata lots (the “**Strata Lots**”) planned in four (4) Phases as follows:

Phase Number	Number of Strata Lots
1	64
2	18
3	3
4	2
	<b>Total - 87</b>

Each Strata Lot will be a separate legal title and will be owned individually by the purchaser(s) of the Strata Lots. The Excluded Strata Lots will not be marketed for sale until the No Sale Covenant has been released from title. Except for the Excluded Strata Lots, the Developer is offering the unsold Strata Lots in Phase 1 and Phase 2 and the Strata Lots to be created in Phase 3 and Phase 4 for sale under this Disclosure Statement.

7. **Section 3.1 – Unit Entitlement** – subsection (b) is deleted and replaced with the following:

(b) Unit Entitlement of the Strata Lots

The Unit Entitlement of each Strata Lot in the Development will be one (1) as determined in accordance with section 246(6)(a) of the *Strata Property Act* (British Columbia).

The Unit Entitlement for the Strata Lots in Phase 1 and Phase 2 is set out in in the registered Form V attached as part of **Exhibit S-1** and the proposed Unit Entitlement for the Strata Lots in Phase 3 and Phase 4 is set out in in the draft Form V attached, also as part **Exhibit S-1**.

8. **Section 3.7 – Budget** – subsections (c) is deleted and replaced with the following:

(c) *Interim Strata Corporation Budget*

Based on the approved Strata Corporation Budget attached as **Exhibit V** the Developer has prepared an interim Strata Corporation budget (the “**Proposed Interim Budget**”) inclusive of Phase 1, Phase 2, Phase 3, and Phase 4. The Proposed Interim Budget sets out the proposed monthly strata maintenance fees for Phase 1, Phase 2, Phase 3, and Phase 4. The Proposed Interim Budget is attached as **Exhibit T-1**.

The Proposed Interim Budget will take effect upon the first day of the month following the deposit of the Final Strata Plan for Phase 3 and Phase 4 respectively. The Proposed Interim Budget will apply to all owners in the Strata Corporation until the Strata Corporation holds its next Annual General Meeting and approves a new Strata Corporation Budget inclusive of all Phases which have been registered in the Land Title Office.

9. **Section 3.8 – Utility and Services** – subsections (b), (c), (d), (e), and (f) are deleted and replaced with the following:

(b) *General Description of Water Service*

The Strata Lots will be connected to a private domestic water system owned and operated by 0938534 B.C. Ltd. (the “**Water Utility**”). The Water Utility has obtained a Certificate of Public Convenience and Necessity which was issued on June 7, 2012 under Certificate No. 1442 (the “**CPCN**”) in respect of Phase 1. The Water Utility has obtained an extension to the CPCN so that it covers Phase 2, Phase 3, and Phase 4 of the Development. The Water Utility is owned by the Developer.

Title to the Common Property in Phase 1 and Phase 2 is burdened by a statutory right of way attached as **Exhibit H-1** (the “**Water Utility SRW**”) and title to the Phase 1 and Phase 2 Strata Lots is burdened by a rent charge registered in favour of the Water Utility in the form substantially attached as **Exhibit I** (the “**Water Utility Rent Charge**”).

The Water Utility SRW is registered against the Development Lands and will charge the Common Property in Phase 3 and Phase 4 upon the registration of the Phase 3 Final Strata Plan and Phase 4 Final Strata Plan, respectively. The Developer intends to cause the Water Utility SRW to be released from the Phase 3 and Phase 4 Strata Lots concurrently with the registration of the Phase 3 Final Strata Plan and Phase 4 Final Strata Plan, respectively, so that the Water Utility SRW is not registered on the title to the Phase 3 or Phase 4 Strata Lots.

The Developer intends to register a rent charge against title to the Phase 3 and Phase 4 Strata Lots in favour of the Water Utility substantially in the form attached as **Exhibit I**. The Developer reserves the right to change the form of rent charge to be registered prior to the registration against title to the Strata Lots in Phase 3 and Phase 4 as may be required by the Water Utility.

The Developer will provide a connection to the water system up to the lot line of each Strata Lot (the “**Water Service**”). Each purchaser will be responsible for all costs incurred in connecting their Strata Lot to the Water Service including payment of a standby fee and connection fee charged by the Water Utility. Domestic water supplied to each Strata Lot will be separately metered, billed to, and shall be the responsible of the Strata Lot owner.

(c) Estimated Completion Date of Water Service

The Water Service is complete for Phase 1, Phase 2, Phase 3, and Phase 4.

(d) Electricity

The Developer will provide domestic power to the lot line of each Strata Lot. Domestic Power will be provided by B.C. Hydro. Each purchaser will be responsible for obtaining any required permits and will be responsible for all costs incurred in connecting their Strata Lot to domestic power provided by B.C. Hydro including any connection fees charged by B.C. Hydro. All domestic power supplied to the Strata Lots will be provided by underground servicing. Domestic power supplied to each Strata Lot will be separately metered, billed to, and shall be the responsibility of the Strata Lot owner.

(e) General Description of Sewerage Service

The Strata Lots will be connected to a private sewerage system owned and operated by 0938522 B.C. Ltd. (the "**Sewer Utility**"). The Sewer Utility has obtained a Municipal Wastewater Regulation ("**MWR**") which was issued on July 13, 2012 under Registration No. 105466. The MWR has sufficient capacity to service the Development. The Sewer Utility is owned by the Developer.

Title to the Common Property in Phase 1 and Phase 2 is burdened by a statutory right of attached as **Exhibit J-1** (the "**Sewer Utility SRW**") and title to the Phase 1 and Phase 2 Strata Lots is burdened by a rent charge registered in favour of the Sewer Utility substantially in the form attached as **Exhibit K-1** (the "**Sewer Utility Rent Charge**").

The Sewer Utility SRW is registered against the Development Lands and will charge the Common Property in Phase 3 and Phase 4 upon the registration of the Phase 3 Final Strata Plan and the Phase 4 Final Strata Plan, respectively. The Developer intends to cause the Sewer Utility SRW to be released from the Phase 3 and Phase 4 Strata Lots concurrently with the registration of the Phase 3 Final Strata Plan and Phase 4 Final Strata Plan, respectively, so that the Sewer Utility SRW is not registered on the title to the Phase 3 or Phase 4 Strata Lots.

The Developer intends to register a rent charge against title to the Phase 3 and Phase 4 Strata Lots in favour of the Sewer Utility substantially in the form attached as **Exhibit K**. The Developer reserves the right to change the form of rent charge to be registered prior to the registration against title to the Strata Lots in Phase 3 and Phase 4 as may be required by the Sewer Utility.

The Developer will provide a connection to the sewer system up to the lot line of each Strata Lot (the "**Sewerage Service**"). Each purchaser will be responsible for all costs incurred in connecting their Strata Lot to the Sewerage Service including all costs incurred to ensure the flow of sewerage into the collection lines (which may vary by Strata Lot depending on the depth of the basement excavation of the Strata Lot in question) and payment of a standby fee and connection fee charged by the Sewer Utility. Sewerage Service supplied to each Strata Lot will be separately metered, billed to, and the responsibility of the Strata Lot owner.

(f) Estimated Completion Date of Sewerage Service

The Sewer Service is complete for Phase 1, Phase 2, Phase 3, and Phase 4.



10. **Section 3.10 – Insurance** – subsection (a) is deleted and replaced with the following:

(a) *Strata Corporation Insurance*

The Strata Corporation currently maintains the following minimum insurance coverage in respect of Phase 1 and Phase 2, and the Developer or the Strata Manager will place the following minimum insurance coverage in the name of the Strata Corporation in respect of Phase 3 and Phase 4:

- (i) replacement cost insurance on the Common Property, Common Assets, and any buildings shown on the Final Strata Plan; and
- (ii) liability insurance for property damage and bodily injury in an amount not less than \$5,000,000.

The items described in (i) above will be insurance against “**major perils**”, which under the *Strata Property Act* (British Columbia) means fire, lighting, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

11. **Section 4.1 – Legal Description** – subsections (a) and (b) are deleted and replaced with the following:

(a) *Legal Description of Parent Parcels to the Community and the Development*

Attached as **Exhibit L** is the subdivision plan (the “**Community’s Subdivision Plan**”) which has been registered over Lot 2, District Lot 10348, Kootenay District, Plan 8226 (the “**Community’s Parent Parcel**”) and which shows the following parcels which the Developer presently intends will form the parent parcels to development projects within the Community:

Lot 1, Plan EPP14443 (“**Lot 1**”)  
 Lot 2, Plan EPP14443 (“**Lot 2**”)  
 Lot 3, Plan EPP14443 (“**Lot 3**”)  
 Lot 4, Plan EPP14443 (“**Lot 4**”)

(collectively, “**Lots 1 – 4**”).

Attached as part of **Exhibit N-1** is the Phase 1 Final Strata Plan which the Previous Developer registered over Lot 3 to create Phase 1 of the Development. The Developer has registered the Phase 2 Final Strata Plan, which is also attached as part of **Exhibit N-1**.

Phase 3 and Phase 4 of the Development will be constructed on the lands legally described as:

Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except Phases 1 and 2 Strata Plan EPS832.

(the “**Development Lands**”).

(b) Legal Description of Strata Lots

The Phase 1 and Phase 2 Strata Lots are legally described as:

PID: [specific to each Strata Lot]

Strata Lot \_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

The Developer will register the Phase 3 Final Strata Plan and Phase 4 Final Strata Plan over the Development Lands in order to create the Strata Lots in Phase 3 and Phase 4, respectively, which will have the following legal description:

PID: [specific to each Strata Lot]

Strata Lot \_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

12. **Section 4.2 – Ownership** – subsection (a) is deleted and replaced with the following:(a) General Description of Ownership of Development Property

The Developer is the registered owner of the Development Lands, the unsold Phase 1 Strata Lots, the unsold Phase 2 Strata Lots, and will be the registered owner of the Phase 3 Strata Lots and Phase 4 Strata Lots once the subdivisions set out in section 4.1(b) have been completed.

13. **Section 4.3 – Existing Encumbrances and Legal Notations** – references in this section to “Phase 1 Strata Lots” are amended to refer to “Phase 1 and Phase 2 Strata Lots”.14. **Section 5.1 – Construction Dates** – the table in subsection (a) is deleted and replaced with the following:

Phase Number	Actual Date of Commencement of Construction	Estimated Date Range for Commencement of Construction	Actual Date of Completion of Construction	Estimated Date Range for Completion of Construction
1	*see note	N/A	January 24, 2013	N/A
2	October 3, 2021	N/A	March 25, 2022	N/A
3	October 3, 2021	N/A	N/A	August 1, 2022 to October 31, 2022
4	October 3, 2021	N/A	N/A	August 1, 2022 to October 31, 2022

15. **Section 6.1 – Development Approval** – subsection (a) is deleted and replaced with the following:(a) Preliminary Subdivision Review

Phase 1 and Phase 2 of the Development are complete.

The Final Strata Plan for Phase 3 and Phase 4 of the Development has not yet been fully registered in the Land Title Office by the Developer.

The Developer has obtained from the Approving Officer for the Regional District a Preliminary Subdivision Review which provides preliminary approval of Phases 3 and 4 of the Development.

16. **Section 7.2 –Purchase Agreement** – the first paragraph of section 7.2(a) is deleted and replaced with the following:

The Developer will use the contracts of purchase and sale substantially in the forms attached as **Exhibit F-1** (collectively, the “**Purchase Agreement**”). **Exhibit F-1** includes the form of Purchase Agreement for Phases 1, 2, 3 and 4.

17. **Section 7.2 – Purchase Agreement** – subsections (b), (c), (d), (e), (f), and (g) are deleted and replaced with the following:

(b) Termination Provisions

Phase 1, Phase 2, Phase 3, and Phase 4 Purchase Agreement – Section 12 of Schedule A of the Purchase Agreement provides:

**Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller’s Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

Phase 3 and Phase 4 Purchase Agreement – Section 1.4 of the Offer provides:

**Completion Date.** The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of **Schedule A**. The Seller presently anticipates the Completion Date will occur between August 1, 2022 and October 31, 2022 however, these are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the “**Outside Completion Date**”) unless otherwise agreed to in writing by the Buyer and Seller.

Phase 3 and Phase 4 Purchase Agreement – Section 5 of the Purchase Agreement provides:

**Outside Completion Date.** Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.

(c) Extension Provisions

Phase 1 and Phase 2 Purchase Agreement - Sections 2, 3, and 4 of Schedule A of the Purchase Agreement provide:

**Completion Date.** In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.

**Occupancy.** If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.

**Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

Phase 3 and Phase 4 Purchase Agreement – Sections 2, 3, and 4 of Schedule A of the Purchase Agreement provide:

**Completion Date.** The Seller will give the Buyer written notice in accordance with section 23 below (the “**Closing Notice**”) of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the “**Completion Date**”). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.

**Occupancy.** If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.

**Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

(d) Assignment Provisions

Phase 1, Phase 2, Phase 3, and Phase 4 Purchase Agreement – Sections 21 and 22 of Schedule A of the Purchase Agreement provide:

**Assignment.** The Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an “**Assignment**”) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

**No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer’s rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

(e) Deposit Interest Provisions

Phase 1, Phase 2, Phase 3, and Phase 4 Purchase Agreement – Section 1 of Schedule A of the Purchase Agreements:

**Deposit.** The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

(f) Strata Building Scheme and Design Guidelines

Phase 1, Phase 2, Phase 3, and Phase 4 Purchase Agreement – Schedule F Purchase Agreement contains many provisions dealing with the Strata Building Scheme, the Design Guidelines, the fees payable by purchasers to the Design Review Coordinator to have their plans and specifications reviewed and approved, and other construction requirements. Purchasers are advised to review Schedule F of the Purchase Agreement in its entirety.

18. **Section 7.3 – Developer’s Commitments** – this section is deleted and replaced with the following:

There are no commitments made by the Developer that will be completed after the sale of the Strata Lots.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURES**

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

**DECLARATION**

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

**KV Properties Inc.**  
Per:

DocuSigned by:  
*Reto Barrington*  
11CCCBDA56634B0...  
Authorized Signatory

DocuSigned by:  
*Reto Barrington*  
11CCCBDA56634B0...  
RETO BARRINGTON

DocuSigned by:  
*Todd Fyfe*  
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TODD FYFE

DocuSigned by:  
*Chad Jensen*  
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CHAD JENSEN

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*Alun Williams*  
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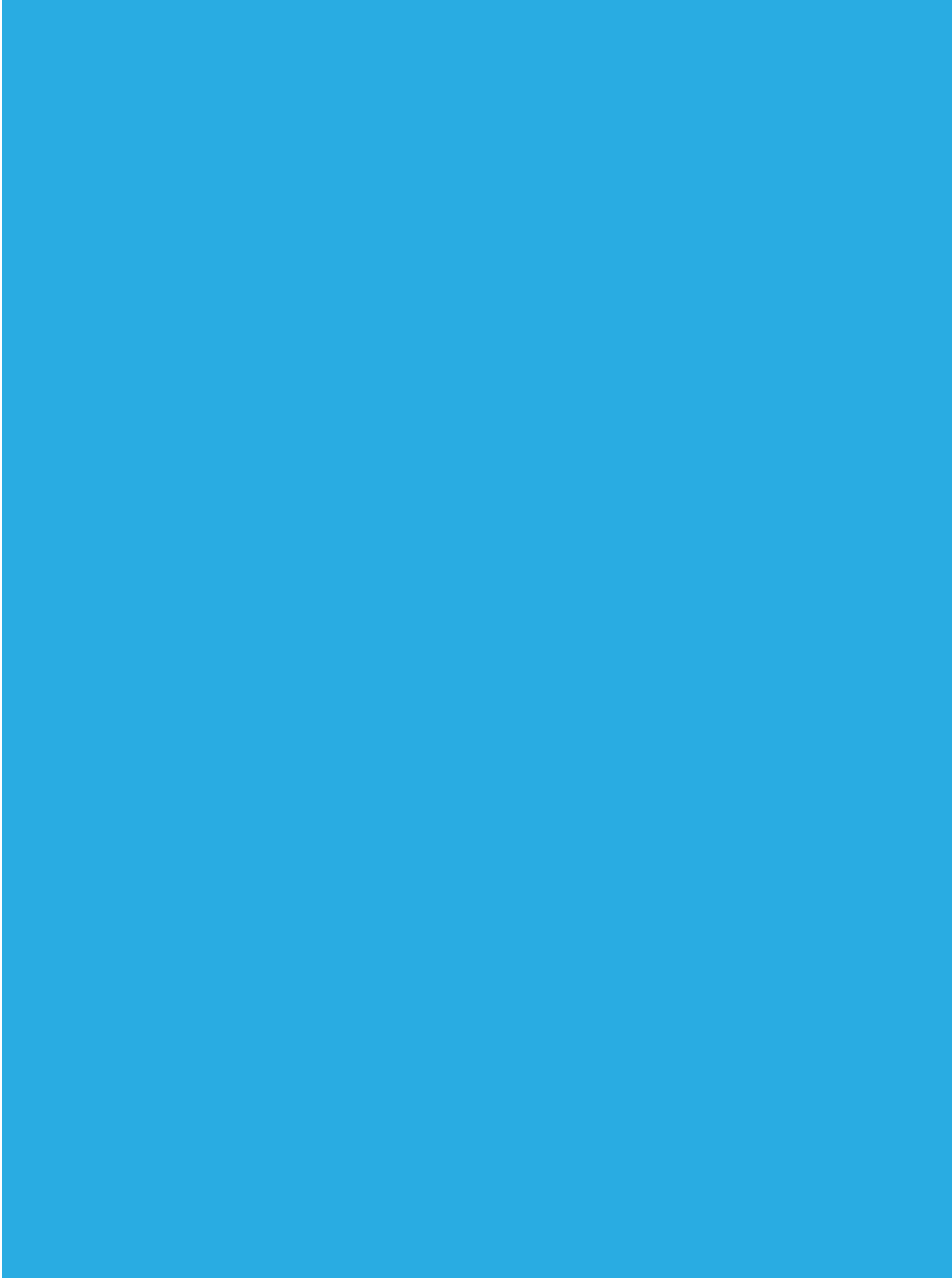




EXHIBIT F-1

Seller's Representative: \_\_\_\_\_

Strata Lot # \_\_\_\_\_

Buyer's Representative: \_\_\_\_\_

Page 1 of \_\_\_\_\_

OFFER TO PURCHASE AND AGREEMENT OF SALE  
LAKEVIEW TERRACE – POST TITLE

**Seller:**  
KV PROPERTIES INC.  
PO Box 1799  
Ferne, BC V0B 1M0

**Seller's Lawyers:**  
LEFFLER LAW OFFICE  
1361 - 7<sup>th</sup> Ave  
Ferne, BC V0B 1M0

(the "Seller")

(the "Seller's Lawyers")

1.1 The Buyer(s):

Full name: \_\_\_\_\_ Full name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: Hm: \_\_\_\_\_ Telephone: Hm: \_\_\_\_\_

Wk: \_\_\_\_\_

Wk: \_\_\_\_\_

Fax: Wk: \_\_\_\_\_ Fax: Wk: \_\_\_\_\_

Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_

(collectively, the "Buyer")

\_\_\_\_\_ [insert Buyer's name] certifies to the Seller that the Buyer is  [or]  
is not  a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

\_\_\_\_\_ [insert Buyer's name] certifies to the Seller that the Buyer is  [or]  
is not  a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

**Disclosure Statement Receipt**

The Buyer hereby acknowledges receiving and having a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated August 30, 2021, the First Amendment dated August 7, 2022 and any amendments thereto (collectively, the "Disclosure Statement"). The execution of this Agreement will constitute a receipt by the Buyer in respect of the Disclosure Statement.

This Disclosure Statement relates to a development property that is not yet completed, and the Buyer acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

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1.2 **Offer to Purchase.** The Buyer hereby offers to purchase from the Seller (the "Offer") Strata Lot \_\_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V, located in the development known as "Lakeview Terrace" (the "Development") as shown on the strata plan attached as **Schedule D** (collectively, the "Property").

1.3 **Purchase Price and Deposit.** The purchase price (the "Purchase Price") for the Property (not including GST or any other applicable value added or sales tax) is \_\_\_\_\_ Dollars \$ \_\_\_\_\_. The Purchase Price will be paid by the Buyer in lawful money of Canada as follows:

- a) a deposit (the "Initial Deposit"), of not less than \$10.00, accompanies this Offer, which the Seller acknowledges by accepting this Offer; \$ \_\_\_\_\_
  - b) a deposit (the "Second Deposit") of 10% of the Purchase Price (less the Initial Deposit) payable within seven (7) days of the Seller accepting this Offer; \$ \_\_\_\_\_
- (the Initial Deposit and the Second Deposit collectively, the "Deposit"); and
- d) the balance of the Purchase Price, subject to adjustments described herein, payable on the Completion Date (as defined in section 2 of **Schedule A**). \$ \_\_\_\_\_

All amounts comprising the Deposit will be payable by cheque, certified cheque or bank draft to "Leffler Law Office, in trust".

1.4 **Completion Date.** The purchase and sale of the Property will occur on \_\_\_\_\_ (the "Completion Date").

1.5 **Bare Land.** The Buyer is purchasing bare land only with water and sewer services provided to the lot line of the Property, and no further improvements. The Buyer agrees that the construction of a residential home and all related improvements on the Property (collectively, the "Residential Home") will be completed by the Buyer after the Completion Date in accordance with the terms set out in **Schedule F**.

1.6 **Buyer's Lawyers:** \_\_\_\_\_ (if not known at the time this Offer is made, the Buyer may confirm prior to the Completion Date).

1.7 **Acceptance.** This Offer is open for acceptance by the Seller on or before \_\_\_\_\_, 20\_\_\_\_\_ and upon acceptance, evidenced by the Seller signing a copy of this Offer, there will be a binding agreement of purchase and sale of the Property (the "Agreement") for the Purchase Price on the terms and conditions herein contained.

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1.8 **Additional Terms and Conditions.** By signing below the Buyer acknowledges and agrees that they have read and agree to the additional terms contained in **Schedule A** attached to this Agreement (and any other Schedules attached to this Agreement) which form part of this Offer and, if accepted by the Seller, this Agreement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*[If Buyer is individual]*

WITNESS:

_____ )	_____ (seal)
Signature )	Buyer
_____ )	
Name of Witness )	_____ (seal)
(AS TO ALL SIGNATURES) )	Buyer

*[If Buyer is corporation]*

\_\_\_\_\_  
[Corporate Name of Buyer]

Per: \_\_\_\_\_ (seal)  
Authorized Signatory

This Offer is accepted by the Seller at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**KV PROPERTIES INC.**

Per: \_\_\_\_\_  
Authorized Signatory

INITIALS

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**SCHEDULE A  
LAKEVIEW TERRACE  
ADDITIONAL TERMS**

**I. DEPOSIT, COMPLETION DATE, AND POSSESSION**

1. **Deposit.** The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.
2. **Completion Date.** In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.
3. **Occupancy.** If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the "**Buyer's Lawyers**"), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.
4. **Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.
5. **Outside Completion Date.** Intentionally deleted.
6. **Possession.** The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.

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II. CONVEYANCE

7. **Closing Documents.** The Buyer will prepare the documents necessary to complete this transaction and will deliver a Form A—Freehold Transfer (the “**Form A Transfer**”), statement of adjustments, and other documents reasonably required by the Seller, to the Seller’s Lawyers in registerable form where necessary at least five (5) days prior to the Completion Date (the “**Closing Documents**”). The Seller will not be required to sign certificates containing additional representations and warranties not contained in this Agreement. The Seller will not be required to close this transaction utilizing the CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller’s Lawyers. The Buyer will bear all costs of preparing and registering the Closing Documents and delivering the Purchase Price to the Seller. The Seller will bear all costs of providing clear title to the Property.

8. **Title.** On the Completion Date, the Seller will cause title in the Property to be transferred to the Buyer free and clear of all registered liens, charges and encumbrances of any nature whatsoever (the “**Charges**”) save and except:

- (a) the exceptions listed in subsection 23(2) of the *Land Title Act* (British Columbia);
- (b) the legal notations set out in the Disclosure Statement;
- (c) the encumbrances and proposed encumbrances set out in the Disclosure Statement;
- (d) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them; and
- (e) claims of builder’s liens if the Seller’s Lawyer has undertaken to remove same in accordance with section 9 below;

(collectively, the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered Charges save and except the Permitted Encumbrances.

9. **Seller’s Financing.** The Buyer acknowledges and agrees that the Seller may be using the purchase monies received from the Buyer to obtain a partial discharge of the Charges from the Property and that therefore the Property may not be free and clear of the Charges on the Completion Date. The Buyer’s Lawyers will pay the balance of the adjusted Purchase Price on the Completion Date to the Seller’s Lawyers in trust on their undertaking to pay the amount required by the holder of the Charge to legally obligate the holder of the Charge to provide the Seller’s Lawyers with a registrable partial discharge of such Charge as it relates to the Property and to register the discharge of the Charge from title to the Property once received and, in the case of a claim of builder’s lien on the Seller’s Lawyers’ undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge including by paying all or part of the Purchase Price received into court in exchange for a court order ordering the release of the builder’s lien.

10. **Buyer’s Financing.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has:

INITIALS

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- (a) deposited in trust with the Buyer’s Lawyers the cash balance of the Purchase Price not being financed by the mortgage;
  - (b) fulfilled all the new mortgagee’s conditions for funding except lodging for registration the Form A Transfer and the new mortgage; and
  - (c) made available to the Seller’s Lawyers the undertaking of the Buyer’s Lawyers to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
11. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders’ lien claims (the “**Lien Holdback**”) will be paid to the Seller’s Lawyers on the Completion Date. The Lien Holdback will be held by the Seller’s Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders’ lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller’s Lawyers are authorized to pay to the Seller, on the 56<sup>th</sup> day after the Completion Date (the “**Lien Holdback Release Date**”) the Lien Holdback plus any interest earned less the amount representing builders’ lien claims filed against the Property. The Buyer or Buyer’s Lawyers are solely responsible to notify the Seller’s Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller’s Lawyers to do all things necessary to discharge any builders’ liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.
12. **Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller’s Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.
13. **Tender.** Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer’s Lawyers. Any documents or money to be tendered on the Seller will be tendered, if money, by way of certified cheque or bank draft and will be delivered at the Buyer’s expense to the Seller’s Lawyer.
14. **No Interest in Land.** Neither this Agreement nor any interest in the Property created hereunder will be registered in the applicable Land Title Office except for the Form A Transfer of the Property on the Completion Date. This Agreement creates contractual rights only between the Buyer and the Seller and not an interest in land.

**III. TAXES, ADJUSTMENTS, AND RISK**

15. **GST.** The Purchase Price does not include GST or any other value-added tax. The Buyer will assume and pay all applicable GST, and any other value-added tax in respect of this transaction, to the Seller on the Completion Date and the Seller will be responsible for remitting the GST, and any other value-added tax, to the applicable authority.

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- 16. **Additional Taxes and Adjustments.** The Purchase Price does not include any applicable real property taxes, property transfer tax, or provincial sales tax and the Buyer agrees to assume and pay for all such applicable taxes and rates, levies, local improvement assessments, utilities, and other such charges on the Completion Date. All adjustments both incoming and outgoing of any nature whatsoever will be made as of the Completion Date.
- 17. **Risk.** The Property will be at the risk of the Seller until the Form A Transfer of the Property has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Buyer.

**IV. DESCRIPTION OF PROPERTY**

- 18. **Property.** The Buyer acknowledges and agrees that (a) the Buyer is purchasing bare land only and the Property includes water and sewerage services to the lot line of the Property and no further improvements, (b) the Buyer has circled and initialed the Property as set out in **Schedule D**, (c) the Buyer is purchasing the Property substantially in accordance with the strata plan attached to the Disclosure Statement, and (d) in the event of any conflict or discrepancy between the Property as described in the strata plan, any Marketing Material (as defined in section 33), and the actual size, dimensions, or configuration of the Property, as set out in strata plan registered in respect of the Development, the registered strata plan will prevail and the Buyer will not be entitled to any compensation for such variations or discrepancies.
- 19. **Service Facilities.** The Buyer acknowledges and agrees that the Development, including the Property, may include service facilities and equipment such as transformers, fire hydrants, underground pipes and conduits, and other such facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development. These service facilities will be located within the Property and the Development as required by municipal authorities and any other government authorities having jurisdiction or as recommended by the Seller’s consultants. The Buyer acknowledges and agrees that the current plans for the Property and the Development may not indicate the location of all such service facilities and the Seller reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Seller, all without compensation to the Buyer.
- 20. **Civic Address.** The civic address relating to the Property and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Seller all without compensation to the Buyer.

**V. ASSIGNMENT**

- 21. **Assignment.** The Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an **“Assignment”**) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

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- 22. **No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer’s rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

**VI. DEVELOPER REQUIREMENTS**

- 23. **Permitted Signage.** The Buyer agrees that following the completion of this transaction, the Buyer will allow the Seller (by resolution of the Strata Corporation or otherwise) to do all of the following for the purposes of promoting, marketing and sales of the Development and other developments of the Seller:

- (a) erect and maintain promotional, marketing and sales signage on the common property of the Development;
- (b) maintain one or more show suites, and hold open houses, special promotions and other marketing events; and

have access to any and all parts of the common property of the Development, including limited common property that comprises public use areas.

**VII. MISCELLANEOUS**

- 24. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement will be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by prepaid mail to the Seller or the Seller’s Lawyers or to the Buyer, or to the Buyer’s Lawyers, once appointed, as the case may be. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.

- 25. **Non-Residency and Interest on the Deposit.** If the Buyer is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Buyer irrevocably authorizes the Seller’s Lawyers to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit (if any) as may be required by the *Income Tax Act* (Canada).

- 26. **Authorization to Seller’s Lawyers.** The Seller and the Buyer hereby irrevocably authorize the Seller’s Lawyers:

- (a) to deal with the Deposit and all interest earned thereon (if any) in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act* (British Columbia); and
- (b) to interplead the Deposit and all interest thereon (if any), at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller’s Lawyers with respect to the Deposit.

- 27. **Privacy Consent.** The Buyer consents to Seller’s realtor communicating directly with the Buyer, and consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes:

- (a) to complete the transaction contemplated by this Agreement;

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- (b) to engage in business transactions including securing financing for the construction of the Development;
- (c) to provide ongoing products and services to the Buyer;
- (d) to market, sell, provide and inform the Buyer of the Seller’s products and services including information about future projects;
- (e) as required by law; and
- (f) for additional purposes identified when or before the information is collected.

28. **Miscellaneous.** Where there is more than one Buyer, the obligations of the Buyer will be construed as joint and several obligations. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. All references to legislation in this Agreement includes reference to such legislation as amended from time to time and any successor legislation as amended from time to time. This Agreement may not be altered or amended except by an amendment in writing signed by all parties. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Property and the Development. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller’s agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, blogs, iPads (or other tablets), websites, social media or any other electronic media including any simulated view or representation generated by a computer simulator located in the presentation centre or any other marketing material in respect of the Property or the Development (the “**Marketing Material**”) other than those contained in this Agreement signed by all parties and in the Disclosure Statement.
30. **Survival.** All of the Buyer’s obligations which are intended to be performed after the Completion Date will not merge on the Completion Date and will survive the completion of the sale of the Property to the Buyer as contemplated herein until they have been fully satisfied.
31. **Execution by Electronic Means.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as an originally executed contract.
32. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller’s or the Seller’s Lawyer’s website, or by a third party internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.
33. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller above will be evidence of their agreement to the terms contained in this **Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F** and any other Schedules or addenda forming part of this Agreement.

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**SCHEDULE B  
LAKEVIEW TERRACE  
BUYER'S SUBJECT CONDITIONS**

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Condition A")

(b) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Condition B")

(c) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Condition C")

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party. In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

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**SCHEDULE D  
LAKEVIEW TERRACE  
STRATA PLAN**

*[attach plan and circle subject property]*

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**SCHEDULE E  
LAKEVIEW TERRACE  
ADDITIONAL ADDENDUM**

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

Addendum Number: \_\_\_\_\_.

This Addendum is made further to the Agreement dated \_\_\_\_\_, between the Seller and \_\_\_\_\_

[insert Buyers names and addresses], and the parties hereby agree as follows:

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**SCHEDULE F  
LAKEVIEW TERRACE  
CONSTRUCTION REQUIREMENTS**

1. **Bare Land Only.** The Buyer is purchasing bare land only with water and sewer services provided to the lot line of the Property, and no further improvements.
2. **Construction.** The Buyer agrees to construct the Residential Home on the Property in accordance with all applicable zoning and building bylaws and regulations, the requirements of the Regional District of East Kootenay, the Strata Building Scheme and Design Guidelines (both as defined in the Disclosure Statement) and any covenants registered on title to the Property (collectively, the “**Construction Requirements**”). The Construction Requirements are incorporated by reference into this Agreement for the purposes contemplated by this **Schedule F**.
3. **Design Review Coordinator.** The Buyer will submit the plans and specifications for the Residential Home to the Strata Corporation (or its designate) (in either case, the “**Design Review Coordinator**”) as required by the Strata Building Scheme and Design Guidelines.
4. **Design Review Fee.** The Buyer agrees to comply with the Strata Building Scheme and Design Guidelines and to construct a Residential Home in accordance with the designs as represented in plans and specifications prepared by the Buyer and presented to and approved by the Design Review Coordinator and within the timelines required by the Strata Building Scheme and Design Guidelines. The Buyer agrees that all requests for approval under the Strata Building Scheme and Design Guidelines will be accompanied by a non-refundable design review fee of **\$1,250.00** (the “**Design Review Fee**”).

The Design Review Fee will be paid by the Seller to the Design Review Coordinator in consideration of the Design Review Coordinator performing one review of the Buyer’s proposed plans and specifications to determine their overall compliance with the Building Scheme and Design Guidelines. If the initial plans and specifications do not comply with the Building Scheme and Design Guidelines, the Design Review Coordinator may charge an hourly rate (based on industry standard rates) for further review of subsequent plans and specifications submitted for approval.

The Design Review Coordinator reserves the right to approve or reject a plan or design for any Residential Home as it deems necessary for the better aesthetic appearance or function of the Development or for the better application of the Strata Building Scheme and Design Guidelines and the Buyer agrees to comply with the Seller’s decision with respect to plans and specifications without the need for any compensation to the Buyer. The Buyer further agrees that the approval is not a warranty as to the fitness of the Residential Home or its compliance with applicable zoning and building bylaws and regulations, requirements of the Regional District of East Kootenay, or covenants registered on title to the Property.

The Buyer will not change the plans or specifications once approved unless the Design Review Coordinator agrees. Any cost or expense to the Design Review Coordinator associated with any changes to the approved plans or specifications requested by the Buyer will be paid for by the Buyer, including the cost of the Design Review Coordinator’s time based on industry standard rates.

5. **Neat and Tidy Condition:** The Buyer agrees, at all times, to maintain the Property (and adjacent lands) in a neat and tidy condition during construction. The Buyer further agrees that until a Residential Home has been constructed on the Property, the Property will not be used for the storage of any materials whatsoever, whether natural or man-made including without limitation wood, stone, gravel, earth, building materials, trailers, mobile homes, recreation vehicles or boats PROVIDED that this restriction will not prohibit the Buyer from keeping building materials, trailers or related storage facilities on the Property during construction of the Buyer’s Residential Home on the Property so long as they are being used in the course of construction of such home. Should the Buyer fail to regularly maintain the Property as herein

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provided within seven (7) days of delivery of a request from the Seller or Design Review Coordinator to do so, the Seller or Design Review Coordinator may, at its option, cause such work to be carried out, the cost of which will be a debt owed by Buyer to the Seller or Design Review Coordinator, as applicable.

- 6. **Contractor Obligations:** The Buyer agrees to include as part of any contract with its construction and landscaping contractors the following requirements:
  - a) Comply with all applicable laws, rules and regulations when undertaking construction activities on the Property, including those of WorkSafe BC, the Technical Safety BC, the Regional District of East Kootenay, and any other regulatory body having jurisdiction over construction activities on the Property.
  - b) Maintain property and general liability insurance in an amount not less than \$2,000,000.00 per occurrence.
  - c) Work within the stated boundaries of the Property.
  - d) Maintain a clean, litter-free construction site with no safety hazards and remove all trash and waste from the site on a regular basis.
  - e) Provide a self contained temporary washroom facility on the Property.
  - f) Ensure no damage to the adjacent land or landscaping and make good all damage caused to adjacent property and to completed work of the contractor and of others.

The Buyer further agrees to accept responsibility for the breach of any such terms by its construction and landscaping contractors.

- 7. **Assumption Agreement:** The Buyer agrees that if the Buyer sells or transfers the Property to any other person or entity (a “**Transferee**”) prior to the Residential Home being substantially complete in accordance with the terms provided for herein, the Buyer will deliver to the Seller an agreement in the Seller’s standard form executed by the Transferee pursuant to which the Transferee agrees to be bound by and assume the Buyer's construction obligations contained herein.

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EXHIBIT F-1

Seller's Representative: \_\_\_\_\_

Strata Lot # \_\_\_\_\_

Buyer's Representative: \_\_\_\_\_

Page 1 of \_\_\_\_\_

OFFER TO PURCHASE AND AGREEMENT OF SALE  
LAKEVIEW TERRACE – PRE-TITLE

**Seller:**  
KV PROPERTIES INC.  
PO Box 1799  
Ferne, BC V0B 1M0

**Seller's Lawyers:**  
LEFFLER LAW OFFICE  
1361 - 7<sup>th</sup> Ave  
Ferne, BC V0B 1M0

(the "Seller")

(the "Seller's Lawyers")

1.1 The Buyer(s):

Full name: \_\_\_\_\_ Full name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: Hm: \_\_\_\_\_ Telephone: Hm: \_\_\_\_\_

Wk: \_\_\_\_\_

Wk: \_\_\_\_\_

Fax: Wk: \_\_\_\_\_ Fax: Wk: \_\_\_\_\_

Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_

(collectively, the "Buyer")

\_\_\_\_\_ [insert Buyer's name] certifies to the Seller that the Buyer is  [or] is not  a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

\_\_\_\_\_ [insert Buyer's name] certifies to the Seller that the Buyer is  [or] is not  a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

**Disclosure Statement Receipt**

The Buyer hereby acknowledges receiving and having a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated August 30, 2021, the First Amendment dated August 7, 2022 and any amendments thereto (collectively, the "Disclosure Statement"). The execution of this Agreement will constitute a receipt by the Buyer in respect of the Disclosure Statement.

This Disclosure Statement relates to a development property that is not yet completed, and the Buyer acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

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1.2 **Offer to Purchase.** The Buyer hereby offers to purchase from the Seller (the "Offer") Strata Lot \_\_\_\_\_, to be created from a strata plan registered in respect of the development known as "Lakeview Terrace" (the "Development") over the lands legal described as Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except Strata Plan EPS832 (Phase 1 and Phase 2) and as shown on the proposed strata plan attached as Schedule D (collectively, the "Property").

1.3 **Purchase Price and Deposit.** The purchase price (the "Purchase Price") for the Property (not including GST or any other applicable value added or sales tax) is \_\_\_\_\_ Dollars \$ \_\_\_\_\_. The Purchase Price will be paid by the Buyer in lawful money of Canada as follows:

- a) a deposit (the "Initial Deposit"), of not less than \$10.00, accompanies this Offer, which the Seller acknowledges by accepting this Offer; \$ \_\_\_\_\_
  - b) a deposit (the "Second Deposit") of 10% of the Purchase Price (less the Initial Deposit) payable within seven (7) days of the Seller accepting this Offer; \$ \_\_\_\_\_
- (the Initial Deposit and the Second Deposit collectively, the "Deposit"); and
- d) the balance of the Purchase Price, subject to adjustments described herein, payable on the Completion Date (as defined in section 2 of Schedule A). \$ \_\_\_\_\_

All amounts comprising the Deposit will be payable by cheque, certified cheque or bank draft to "Leffler Law Office, in trust".

1.4 **Completion Date.** The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of Schedule A. The Seller presently anticipates the Completion Date will occur between August 1, 2022 to October 31, 2022 however, these are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the "Outside Completion Date") unless otherwise agreed to in writing by the Buyer and Seller.

1.5 **Bare Land.** The Buyer is purchasing bare land only with water and sewer services provided to the lot line of the Property, and no further improvements. The Buyer agrees that the construction of a residential home and all related improvements on the Property (collectively, the "Residential Home") will be completed by the Buyer after the Completion Date in accordance with the terms set out in Schedule F.

1.6 **Buyer's Lawyers:** \_\_\_\_\_ (if not known at the time this Offer is made, the Buyer may confirm prior to the Completion Date).

1.7 **Acceptance.** This Offer is open for acceptance by the Seller on or before \_\_\_\_\_, 20\_\_\_\_\_ and upon acceptance, evidenced by the Seller signing a copy of this Offer, there will be a binding agreement of purchase and sale of the Property (the "Agreement") for the Purchase Price on the terms and conditions herein contained.

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1.8 **Additional Terms and Conditions.** By signing below the Buyer acknowledges and agrees that they have read and agree to the additional terms contained in **Schedule A** attached to this Agreement (and any other Schedules attached to this Agreement) which form part of this Offer and, if accepted by the Seller, this Agreement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*[If Buyer is individual]*

WITNESS:

_____ )	_____ (seal)
Signature )	Buyer
_____ )	
Name of Witness )	_____ (seal)
(AS TO ALL SIGNATURES) )	Buyer

*[If Buyer is corporation]*

\_\_\_\_\_  
[Corporate Name of Buyer]

Per: \_\_\_\_\_ (seal)  
Authorized Signatory

This Offer is accepted by the Seller at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**KV PROPERTIES INC.**

Per: \_\_\_\_\_  
Authorized Signatory

INITIALS

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SCHEDULE A  
LAKEVIEW TERRACE  
PRE-CONSTRUCTION CONTRACT  
ADDITIONAL TERMS

I. DEPOSIT, COMPLETION DATE, AND POSSESSION

1. **Deposit.** The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.
  
2. **Completion Date.** The Seller will give the Buyer written notice in accordance with this Agreement (the “**Closing Notice**”) of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the “**Completion Date**”). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.
  
3. **Occupancy.** If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.
  
4. **Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

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- 5. **Outside Completion Date.** Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.
- 6. **Possession.** The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.

**II. CONVEYANCE**

- 7. **Closing Documents.** The Buyer will prepare the documents necessary to complete this transaction and will deliver a Form A—Freehold Transfer (the “**Form A Transfer**”), statement of adjustments, and other documents reasonably required by the Seller, to the Seller’s Lawyers in registerable form where necessary at least five (5) days prior to the Completion Date (the “**Closing Documents**”). The Seller will not be required to sign certificates containing additional representations and warranties not contained in this Agreement. The Seller will not be required to close this transaction utilizing the CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller’s Lawyers. The Buyer will bear all costs of preparing and registering the Closing Documents and delivering the Purchase Price to the Seller. The Seller will bear all costs of providing clear title to the Property.
- 8. **Title.** On the Completion Date, the Seller will cause title in the Property to be transferred to the Buyer free and clear of all registered liens, charges and encumbrances of any nature whatsoever (the “**Charges**”) save and except:
  - (a) the exceptions listed in subsection 23(2) of the *Land Title Act* (British Columbia);
  - (b) the legal notations set out in the Disclosure Statement;
  - (c) the encumbrances and proposed encumbrances set out in the Disclosure Statement;
  - (d) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them; and
  - (e) claims of builder’s liens if the Seller’s Lawyer has undertaken to remove same in accordance with section 9 below;

(collectively, the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered Charges save and except the Permitted Encumbrances.

- 9. **Seller’s Financing.** The Buyer acknowledges and agrees that the Seller may be using the purchase monies received from the Buyer to obtain a partial discharge of the Charges from the Property and that therefore the Property may not be free and clear of the Charges on the Completion Date. The Buyer’s Lawyers will pay the balance of the adjusted Purchase Price on the Completion Date to the Seller’s Lawyers in trust on their undertaking to pay the amount required by the holder of the Charge to legally obligate the holder of the Charge to provide the Seller’s Lawyers with a registrable partial discharge of such Charge as it relates to the Property and to register the discharge of the Charge from title to the Property once received and, in the case of a claim of builder’s lien on the Seller’s Lawyers’ undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may

INITIALS

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be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge including by paying all or part of the Purchase Price received into court in exchange for a court order ordering the release of the builder’s lien.

- 10. **Buyer’s Financing.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has:
  - (a) deposited in trust with the Buyer’s Lawyers the cash balance of the Purchase Price not being financed by the mortgage;
  - (b) fulfilled all the new mortgagee’s conditions for funding except lodging for registration the Form A Transfer and the new mortgage; and
  - (c) made available to the Seller’s Lawyers the undertaking of the Buyer’s Lawyers to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
  
- 11. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders’ lien claims (the “**Lien Holdback**”) will be paid to the Seller’s Lawyers on the Completion Date. The Lien Holdback will be held by the Seller’s Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders’ lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller’s Lawyers are authorized to pay to the Seller, on the 56<sup>th</sup> day after the Completion Date (the “**Lien Holdback Release Date**”) the Lien Holdback plus any interest earned less the amount representing builders’ lien claims filed against the Property. The Buyer or Buyer’s Lawyers are solely responsible to notify the Seller’s Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller’s Lawyers to do all things necessary to discharge any builders’ liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.
  
- 12. **Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller’s Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.
  
- 13. **Tender.** Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer’s Lawyers. Any documents or money to be tendered on the Seller will be tendered, if money, by way of certified cheque or bank draft and will be delivered at the Buyer’s expense to the Seller’s Lawyer.
  
- 14. **No Interest in Land.** Neither this Agreement nor any interest in the Property created hereunder will be registered in the applicable Land Title Office except for the Form A Transfer of the Property on the

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Completion Date. This Agreement creates contractual rights only between the Buyer and the Seller and not an interest in land.

**III. TAXES, ADJUSTMENTS, AND RISK**

- 15. **GST.** The Purchase Price does not include GST or any other value-added tax. The Buyer will assume and pay all applicable GST, and any other value-added tax in respect of this transaction, to the Seller on the Completion Date and the Seller will be responsible for remitting the GST, and any other value-added tax, to the applicable authority.
- 16. **Additional Taxes and Adjustments.** The Purchase Price does not include any applicable real property taxes, property transfer tax, or provincial sales tax and the Buyer agrees to assume and pay for all such applicable taxes and rates, levies, local improvement assessments, utilities, and other such charges on the Completion Date. All adjustments both incoming and outgoing of any nature whatsoever will be made as of the Completion Date.
- 17. **Risk.** The Property will be at the risk of the Seller until the Form A Transfer of the Property has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Buyer.

**IV. DESCRIPTION OF PROPERTY**

- 18. **Property.** The Buyer acknowledges and agrees that (a) the Buyer is purchasing bare land only and the Property includes water and sewerage services to the lot line of the Property and no further improvements, (b) the Buyer has circled and initialed the Property as set out in **Schedule D**, (c) the Buyer is purchasing the Property substantially in accordance with the proposed strata plan attached to the Disclosure Statement, and (d) in the event of any conflict or discrepancy between the Property as described in the proposed strata plan, any Marketing Material (as defined in section 33), and the actual size, dimensions, or configuration of the Property, as set out in final strata plan to be registered in respect of the Development, the final strata plan will prevail and the Buyer will not be entitled to any compensation for such variations or discrepancies.
- 19. **Service Facilities.** The Buyer acknowledges and agrees that the Development, including the Property, may include service facilities and equipment such as transformers, fire hydrants, underground pipes and conduits, and other such facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development. These service facilities will be located within the Property and the Development as required by municipal authorities and any other government authorities having jurisdiction or as recommended by the Seller’s consultants. The Buyer acknowledges and agrees that the current plans for the Property and the Development may not indicate the location of all such service facilities and the Seller reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Seller, all without compensation to the Buyer.
- 20. **Civic Address.** The civic address relating to the Property and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Seller all without compensation to the Buyer.

**V. ASSIGNMENT**

- 21. **Assignment.** The Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an **“Assignment”**) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or

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before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

- 22. **No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer’s rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

**VI. DEVELOPER REQUIREMENTS**

- 23. **Permitted Signage.** The Buyer agrees that following the completion of this transaction, the Buyer will allow the Seller (by resolution of the Strata Corporation or otherwise) to do all of the following for the purposes of promoting, marketing and sales of the Development and other developments of the Seller:
  - (a) erect and maintain promotional, marketing and sales signage on the common property of the Development;
  - (b) maintain one or more show suites, and hold open houses, special promotions and other marketing events; and

have access to any and all parts of the common property of the Development, including limited common property that comprises public use areas.

**VII. MISCELLANEOUS**

- 24. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement will be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by prepaid mail to the Seller or the Seller’s Lawyers or to the Buyer, or to the Buyer’s Lawyers, once appointed, as the case may be. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.
- 25. **Non-Residency and Interest on the Deposit.** If the Buyer is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Buyer irrevocably authorizes the Seller’s Lawyers to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit (if any) as may be required by the *Income Tax Act* (Canada).
- 26. **Authorization to Seller’s Lawyers.** The Seller and the Buyer hereby irrevocably authorize the Seller’s Lawyers:
  - (a) to deal with the Deposit and all interest earned thereon (if any) in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act* (British Columbia); and
  - (b) to interplead the Deposit and all interest thereon (if any), at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the

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Seller’s Lawyers with respect to the Deposit.

- 27. **Privacy Consent.** The Buyer consents to Seller’s realtor communicating directly with the Buyer, and consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes:
  - (a) to complete the transaction contemplated by this Agreement;
  - (b) to engage in business transactions including securing financing for the construction of the Development;
  - (c) to provide ongoing products and services to the Buyer;
  - (d) to market, sell, provide and inform the Buyer of the Seller’s products and services including information about future projects;
  - (e) as required by law; and
  - (f) for additional purposes identified when or before the information is collected.
  
- 28. **Miscellaneous.** Where there is more than one Buyer, the obligations of the Buyer will be construed as joint and several obligations. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. All references to legislation in this Agreement includes reference to such legislation as amended from time to time and any successor legislation as amended from time to time. This Agreement may not be altered or amended except by an amendment in writing signed by all parties. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
  
- 29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Property and the Development. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller’s agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, blogs, iPads (or other tablets), websites, social media or any other electronic media including any simulated view or representation generated by a computer simulator located in the presentation centre or any other marketing material in respect of the Property or the Development (the “**Marketing Material**”) other than those contained in this Agreement signed by all parties and in the Disclosure Statement.
  
- 30. **Survival.** All of the Buyer’s obligations which are intended to be performed after the Completion Date will not merge on the Completion Date and will survive the completion of the sale of the Property to the Buyer as contemplated herein until they have been fully satisfied.
  
- 31. **Execution by Electronic Means.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as an originally executed contract.
  
- 32. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller’s or the Seller’s Lawyer’s website, or by a third party

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internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.

- 33. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller above will be evidence of their agreement to the terms contained in this **Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F** and any other Schedules or addenda forming part of this Agreement.

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**SCHEDULE B  
LAKEVIEW TERRACE  
PRE-CONSTRUCTION CONTRACT  
BUYER'S SUBJECT CONDITIONS**

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Condition A”)

(b) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Condition B”)

(c) On or before \_\_\_\_\_, the Buyer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Condition C”)

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party. In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

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**SCHEDULE D  
LAKEVIEW TERRACE  
PRE-CONSTRUCTION CONTRACT  
PROPOSED STRATA PLAN**

*[attach plan and circle subject property]*

**INITIALS**

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**SCHEDULE E  
LAKEVIEW TERRACE  
PRE-CONSTRUCTION CONTRACT  
ADDITIONAL ADDENDUM**

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

Addendum Number: \_\_\_\_\_.

This Addendum is made further to the Agreement dated \_\_\_\_\_, between the Seller and \_\_\_\_\_  
[insert Buyers names and addresses], and the parties hereby agree as follows:

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**SCHEDULE F  
LAKEVIEW TERRACE  
PRE-CONSTRUCTION CONTRACT  
CONSTRUCTION REQUIREMENTS**

1. **Bare Land Only.** The Buyer is purchasing bare land only with water and sewer services provided to the lot line of the Property, and no further improvements.
2. **Construction.** The Buyer agrees to construct the Residential Home on the Property in accordance with all applicable zoning and building bylaws and regulations, the requirements of the Regional District of East Kootenay, the Strata Building Scheme and Design Guidelines (both as defined in the Disclosure Statement) and any covenants registered on title to the Property (collectively, the “**Construction Requirements**”). The Construction Requirements are incorporated by reference into this Agreement for the purposes contemplated by this **Schedule F**.
3. **Design Review Coordinator.** The Buyer will submit the plans and specifications for the Residential Home to the Strata Corporation (or its designate) (in either case, the “**Design Review Coordinator**”) as required by the Strata Building Scheme and Design Guidelines.
4. **Design Review Fee.** The Buyer agrees to comply with the Strata Building Scheme and Design Guidelines and to construct a Residential Home in accordance with the designs as represented in plans and specifications prepared by the Buyer and presented to and approved by the Design Review Coordinator and within the timelines required by the Strata Building Scheme and Design Guidelines. The Buyer agrees that all requests for approval under the Strata Building Scheme and Design Guidelines will be accompanied by a non-refundable design review fee of **\$1,250.00** (the “**Design Review Fee**”).

The Design Review Fee will be paid by the Seller to the Design Review Coordinator in consideration of the Design Review Coordinator performing one review of the Buyer’s proposed plans and specifications to determine their overall compliance with the Building Scheme and Design Guidelines. If the initial plans and specifications do not comply with the Building Scheme and Design Guidelines, the Design Review Coordinator may charge an hourly rate (based on industry standard rates) for further review of subsequent plans and specifications submitted for approval.

The Design Review Coordinator reserves the right to approve or reject a plan or design for any Residential Home as it deems necessary for the better aesthetic appearance or function of the Development or for the better application of the Strata Building Scheme and Design Guidelines and the Buyer agrees to comply with the Seller’s decision with respect to plans and specifications without the need for any compensation to the Buyer. The Buyer further agrees that the approval is not a warranty as to the fitness of the Residential Home or its compliance with applicable zoning and building bylaws and regulations, requirements of the Regional District of East Kootenay, or covenants registered on title to the Property.

The Buyer will not change the plans or specifications once approved unless the Design Review Coordinator agrees. Any cost or expense to the Design Review Coordinator associated with any changes to the approved plans or specifications requested by the Buyer will be paid for by the Buyer, including the cost of the Design Review Coordinator’s time based on industry standard rates.

5. **Neat and Tidy Condition:** The Buyer agrees, at all times, to maintain the Property (and adjacent lands) in a neat and tidy condition during construction. The Buyer further agrees that until a Residential Home has been constructed on the Property, the Property will not be used for the storage of any materials whatsoever, whether natural or man-made including without limitation wood, stone, gravel, earth, building materials, trailers, mobile homes, recreation vehicles or boats PROVIDED that this restriction will not prohibit the Buyer from keeping building materials, trailers or related storage facilities on the Property

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during construction of the Buyer’s Residential Home on the Property so long as they are being used in the course of construction of such home. Should the Buyer fail to regularly maintain the Property as herein provided within seven (7) days of delivery of a request from the Seller or Design Review Coordinator to do so, the Seller or Design Review Coordinator may, at its option, cause such work to be carried out, the cost of which will be a debt owed by Buyer to the Seller or Design Review Coordinator, as applicable.

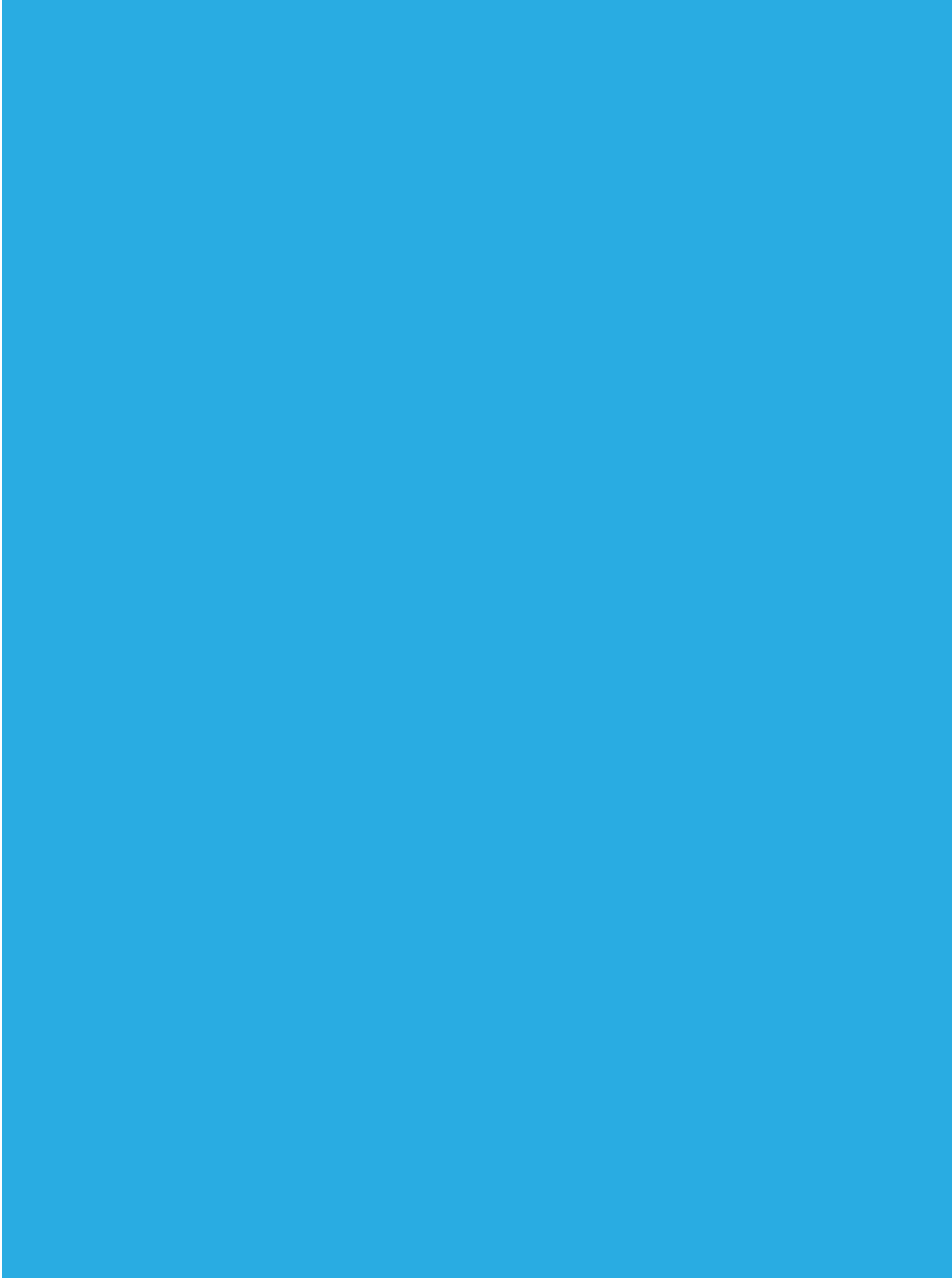
6. **Contractor Obligations:** The Buyer agrees to include as part of any contract with its construction and landscaping contractors the following requirements:

- a) Comply with all applicable laws, rules and regulations when undertaking construction activities on the Property, including those of WorkSafe BC, the Technical Safety BC, the Regional District of East Kootenay, and any other regulatory body having jurisdiction over construction activities on the Property.
- b) Maintain property and general liability insurance in an amount not less than \$2,000,000.00 per occurrence.
- c) Work within the stated boundaries of the Property.
- d) Maintain a clean, litter-free construction site with no safety hazards and remove all trash and waste from the site on a regular basis.
- e) Provide a self contained temporary washroom facility on the Property.
- f) Ensure no damage to the adjacent land or landscaping and make good all damage caused to adjacent property and to completed work of the contractor and of others.

The Buyer further agrees to accept responsibility for the breach of any such terms by its construction and landscaping contractors.

7. **Assumption Agreement:** The Buyer agrees that if the Buyer sells or transfers the Property to any other person or entity (a “**Transferee**”) prior to the Residential Home being substantially complete in accordance with the terms provided for herein, the Buyer will deliver to the Seller an agreement in the Seller’s standard form executed by the Transferee pursuant to which the Transferee agrees to be bound by and assume the Buyer’s construction obligations contained herein.

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**EXHIBIT G-1**

**CHART AND DESCRIPTION OF  
LEGAL NOTATIONS AND CHARGES, LIENS AND  
INTERESTS REGISTERED AGAINST  
TITLE TO A SAMPLE STRATA LOT, THE COMMON PROPERTY AND  
THE DEVELOPMENT LANDS**

DL = Development Lands  
CP = Common Property  
SL = Strata Lot 56

<b>LEGAL NOTATIONS:</b>		<b>DL</b>	<b>SL</b>	<b>CP</b>
<b>Easement CA2648356</b>	Hereto is annexed Easement CA2648356 over Lot 1 Plan EPP14443 Servient Tenement cancelled as to Strata Lots 1 to 122 inclusive Strata Plan EPS771 by CA2652035, 2011-07-11  This Easement is a reciprocal easement in favour of the owner of Development Lands to permit access over common pathways and roadways which may be constructed in the Community.	✓	✓	✓
<b>Easement CA2648357</b>	Hereto is annexed Easement CA2648357 over Lot 2 Plan EPP14443  This Easement is a reciprocal easement in favour of the owner of Lots 1, 3 (the Development Lands) and 4 Plan EPP14443, to permit access over common pathways and roadways which may be constructed in the Community.	✓	✓	✓
<b>Easement CA2648359</b>	Hereto is annexed Easement CA2648359 over Lot 4 Plan EPP14443  This Easement is a reciprocal easement in favour of the owner of the Development Lands, to permit access over common pathways and roadways which may be constructed in the Community.	✓	✓	✓
<b>CA2967189 Form P</b>	Registered January 24, 2013.	✓	✓	✓
<b>CA3011216 Amended Form P</b>	Registered February 27, 2013	✓	✓	✓
<b>CA9017400 Amended Form P</b>	Registered May 18, 2021	✓	✓	✓

**EXHIBIT G-1**

<b>CHARGES, LIENS AND INTERESTS:</b>		<b>DL</b>	<b>SL</b>	<b>CP</b>
<b>Statutory Right of Way CA2620472</b>	<p>Registered June 26, 2012 in favour of The Crown in Right of British Columbia</p> <p>This Statutory Right of Way grants the Transferee, its servants, employees and invitees a statutory right of way to enter upon the lands at all time of day and night for the purpose of gaining pedestrian and vehicular access to District Lot 10349, Kootenay District. The Statutory Right of Way contains a provision allowing it to be reduced to the Common Property of the strata plan when the strata plan is filed in the Land Title Office.</p>	✓		✓
<b>Easement CA2648358</b>	<p>Registered July 10, 2012- appurtenant to Lots 1, 2 and 4 Plan EPP14443</p> <p>This Easement is a reciprocal easement in favour of the owner of Lots 1, 2, and 4 Plan EPP14443, to permit access over common pathways and roadways which may be constructed in the Community.</p>	✓	✓	✓
<b>Rent Charge CA2651891</b>	<p>Registered July 11, 2012 in favour of Koocanusa Village Community Association</p> <p>This rent charge requires each owner to become a member of the Community Association, and pay each year the greater of \$1.00 and such additional amount that may be imposed from time to time by the Community Association in accordance with the Community Association's annual budgets. The Community Association fees are intended to be used in furtherance of the Community Association's purposes, as set out in Exhibit A.</p>	✓	✓	✓
<b>Statutory Building Scheme CA2967193</b>	<p>Registered January 24, 2013</p> <p>This Statutory Building Scheme is registered over Strata Lots 1 to 64 Strata EPS832 and provides a detailed list of design, construction and landscaping restrictions including, but not limited to, restrictions regarding plans and specifications, roof structure, siting, rise and height of structures, building materials, exterior colours, tree removal, driveway construction, fencing, and garbage.</p> <p>See section 2.3 of the Disclosure Statement for further information on the Statutory Building Scheme.</p>		✓	

**EXHIBIT G-1**

<b>CHARGES, LIENS AND INTERESTS:</b>		<b>DL</b>	<b>SL</b>	<b>CP</b>
<b>Statutory Right of Way CA2652033</b>	Registered July 11, 2012 in favour of 0938534 B.C. Ltd. (the Water Utility)  This Statutory Right of Way provides the right for 0938534 B.C. Ltd. to install and maintain a water system on Lot 3, Plan EPP14443 (the Development Lands).	✓		✓
<b>Statutory Right of Way CA2652034</b>	Registered July 11, 2012 in favour of 0938522 B.C. Ltd. (the Sewer Utility)  This Statutory Right of Way provides for the installation of sewer, power, propane, telecommunication and cable systems and utilities on Lot 3, Plan EPP14443 (the Development Lands).	✓		✓
<b>Covenant CA2967194</b>	Registered January 24, 2013 in favour of 0938534 B.C. Ltd.  This Covenant restricts irrigation on Strata Lot 1 to 64 Strata Plan EPS832 to no more than 325 Imperial Gallons per Strata Lot per day for water supplied by the transferee, who is a water utility		✓	
<b>Rent Charge CA2967199</b>	Registered January 24, 2013 in favour of 0938522 B.C. Ltd. (the Sewer Utility)  This Rent Charge is registered over Strata Lots 1 to 64 Strata Plan EPS832 to secure payment of an annual fee payable in connection with the sewerage system operated by 0938522 B.C. Ltd.		✓	
<b>Rent Charge CA2967201</b>	Registered January 24, 2013 in favour of 0938534 BC. Ltd.  This Rent Charge is registered over Strata Lots 1 to 64 Strata Plan EPS832 to secure payment of an annual fee payable in connection with the waterworks system operated by 0938534 B.C. Ltd.		✓	
<b>Statutory Right of Way CA3112813 and CA3112814</b>	Registered May 6, 2013 in favour of British Columbia Hydro and Power Authority and Telus Communications Inc.  This Statutory Right of Way grants BC Hydro and Power Authority and Telus Communications Inc. the right to install and maintain electrical and telecommunication utilities together with underground lines, cables, conduits, and ancillary works and equipment.			✓

**EXHIBIT G-1**

<b>CHARGES, LIENS AND INTERESTS:</b>		<b>DL</b>	<b>SL</b>	<b>CP</b>
<b>Statutory Right of Way CA3563591 and CA3563592</b>	Registered January 24, 2014 in favour of British Columbia Hydro and Power Authority and Telus Communications Inc. respectively.  This Statutory Right of Way grants BC Hydro and Power Authority and Telus Communications Inc. the right to install and maintain electrical and telecommunication utilities together with underground lines, cables, conduits, and ancillary works and equipment.	✓		✓
<b>Mortgage CA7663643</b>	Registered August 1, 2019 in favour of 1213904 B.C. Ltd.	✓		
<b>Assignment of Rents CA7663644</b>	Registered August 1, 2019 in favour of 1213904 B.C. Ltd.	✓		
<b>Easement CA9807858</b>	Registered on February 25, 2022 in favour of Lot 2 Plan EPP14443 provide the Developer with access over the Common Property of the Strata Corporation in order to complete construction of the Development			✓

**NOTE:** As of the date of this Disclosure Statement, the charges set out below are shown as “Pending Application” on title to the Development Lands. These are the charges that have been submitted by the Developer for registration in the Land Title Office in connection with the registration of Phase 3 and Phase 4 (as contemplated and described by the Disclosure Statement). The Developer expects these charges to be fully registered in the normal course of Land Title Office procedure.

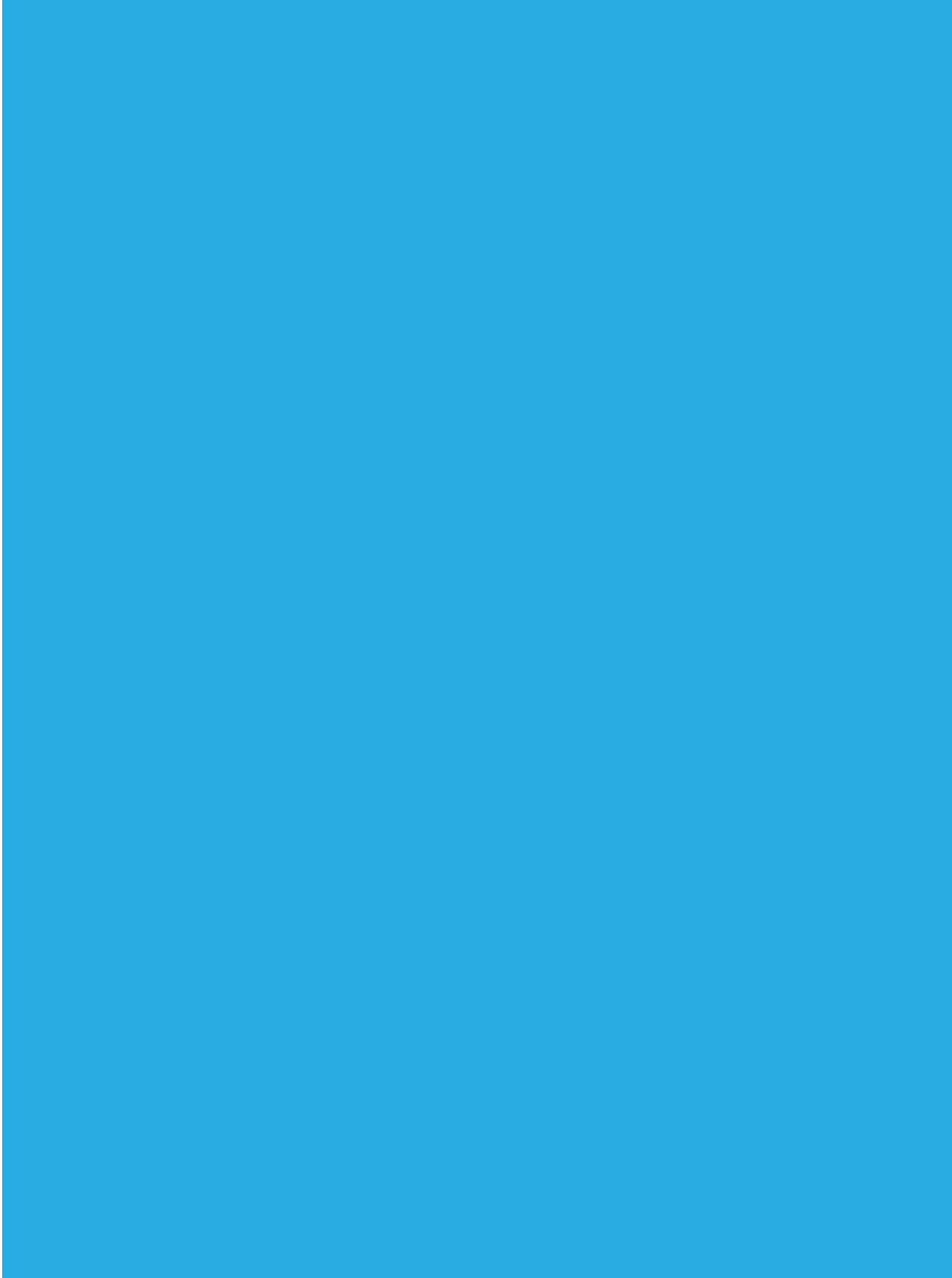
**PENDING APPLICATION:**

- Application Number/Type: CB127458 TO CB127460 FEE SIMPLE
- Application Number/Type: CB127461 STRATA PLAN FILING
- Application Number/Type: CB127462 COVENANT
- Application Number/Type: CB127463 TO CB127464 PRIORITY AGREEMENT
- Application Number/Type: CB127465 PLAN APPLICATION
- Application Number/Type: CB127466 CHARGE RELEASE
- Application Number/Type: CB127467 COVENANT
- Application Number/Type: CB127468 TO CB127469 PRIORITY AGREEMENT
- Application Number/Type: CB127470 CHARGE RELEASE
- Application Number/Type: CB127471 RENT CHARGE
- Application Number/Type: CB127472 TO CB127473 PRIORITY AGREEMENT
- Application Number/Type: CB127474 CHARGE RELEASE
- Application Number/Type: CB127475 RENT CHARGE
- Application Number/Type: CB127476 TO CB127477 PRIORITY AGREEMENT

**EXHIBIT G-1**

5

Application Number/Type: CB127478 CHARGE RELEASE  
Application Number/Type: CB127479 TO CB127480 FEE SIMPLE  
Application Number/Type: CB127481 STRATA PLAN FILING  
Application Number/Type: CB127482 COVENANT  
Application Number/Type: CB127483 TO CB127484 PRIORITY AGREEMENT  
Application Number/Type: CB127485 PLAN APPLICATION  
Application Number/Type: CB127486 CHARGE RELEASE  
Application Number/Type: CB127487 COVENANT  
Application Number/Type: CB127488 TO CB127489 PRIORITY AGREEMENT  
Application Number/Type: CB127490 CHARGE RELEASE  
Application Number/Type: CB127491 RENT CHARGE  
Application Number/Type: CB127492 TO CB127493 PRIORITY AGREEMENT  
Application Number/Type: CB127494 CHARGE RELEASE  
Application Number/Type: CB127495 RENT CHARGE  
Application Number/Type: CB127496 TO CB127497 PRIORITY AGREEMENT  
Application Number/Type: CB127498 CHARGE RELEASE  
Application Number/Type: CBS127458 PHASED STRATA PLAN DEVELOPMENT  
Application Number/Type: CBS127479 PHASED STRATA PLAN DEVELOPMENT  
Application Number/Type: EPP121205 SURVEY PLAN  
Application Number/Type: EPP121206 SURVEY PLAN



KAMLOOPS LAND TITLE OFFICE  
Jan-24-2013 16:42:07.002

EPS832

PAGE 1 OF 5 PAGES

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA 0582

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you  
(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and  
(b) certify the matters set out in section 168.73 (4) of the Land Title Act,  
Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Keith Ekman  
MLUD11  
Digitally signed by Keith Ekman  
MLUD11  
DN: c=CA, cn=Keith Ekman MLUD11,  
o=BC Land Surveyor, ou=Verify ID at  
www.juicer1.com/LKUP.cfm?  
id=MLUD11  
Date: 2012.12.17 17:26:01 -0700

1. BC LAND SURVEYOR: (Name, address, phone number)

Keith W. Ekman  
Ekman Land Surveying Ltd.  
217B Industrial Road F  
Cranbrook

BC V1C 6N4

File:20832-11  
Phone 250-426-3822  
email keith@ekman.ca

Surveyor General Certification

2. PLAN IDENTIFICATION:

Control Number: 135-579-0361

Plan Number: EPS832

This original plan number assignment was done under Commission #: 582

LTO Document Reference: CA2967125

3. CERTIFICATION:

Form 9  Explanatory Plan  Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2012 December 12 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2012 December 17 (YYYY/Month/DD) 144256

None  Strata Form S

None  Strata Form U1  Strata Form U1/U2

Arterial Highway

4. ALTERATION:

**PHASED BARE LAND STRATA PLAN OF**  
**LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443**  
 EAST KOOTENAY ASSESSMENT DISTRICT  
 BCGS 82G.014

**EXHIBIT N-1**

SHEET 1 OF 4 SHEETS  
**STRATA PLAN EPS832**  
**PHASE 1**

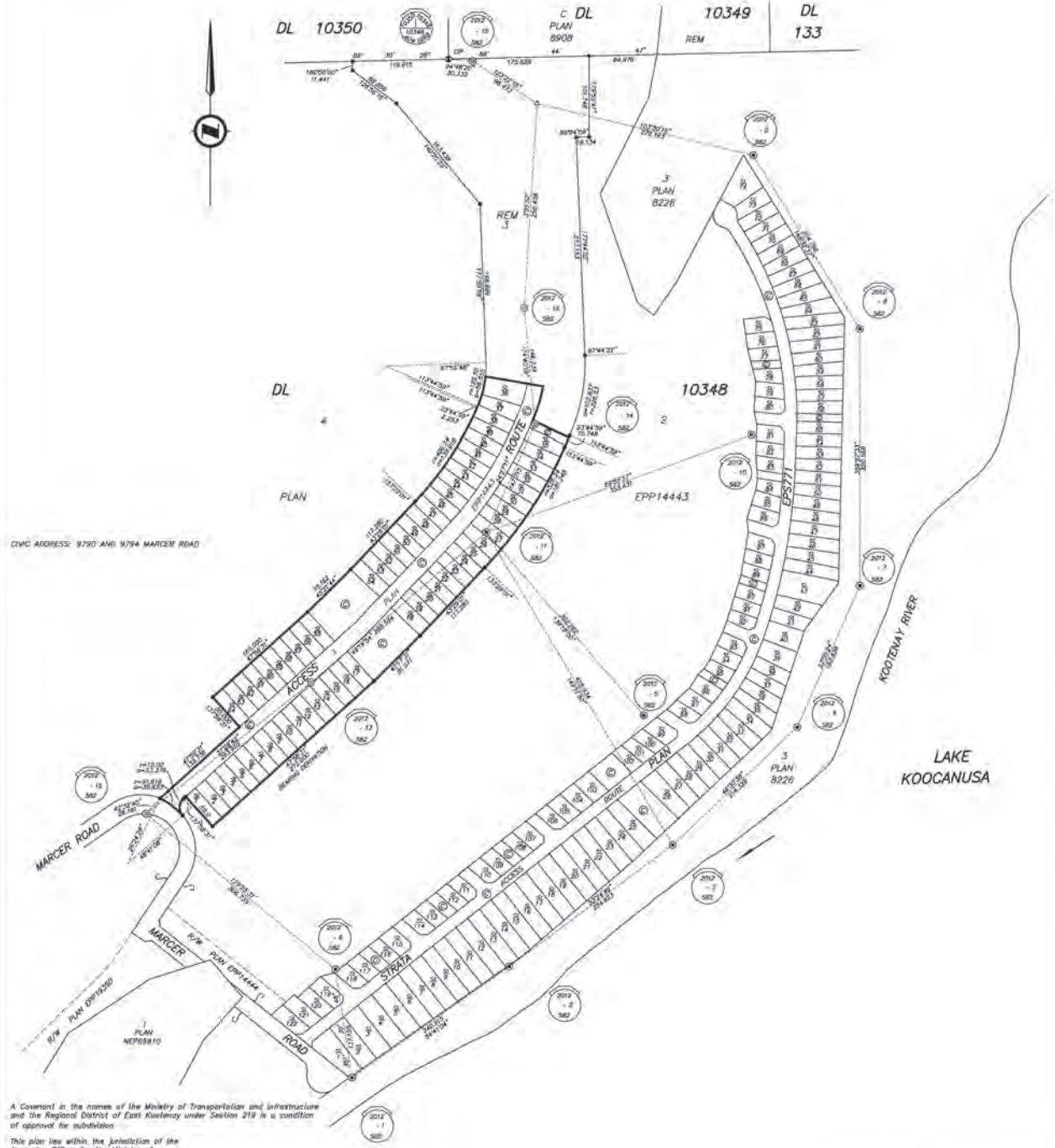


The intended plot size of this plan is 300mm in width by 600mm in height (D size) when plotted at a scale of 1:500.

**LEGEND:**

Grid bearings are derived from PLAN EPP14443.  
 All distances are in metres.

- - denotes standard concrete post found
- - denotes standard iron post found
- ⊠ - denotes standard concrete post set
- △ - denotes traverse hub set
- ⊞ - denotes strata lot
- Ⓢ - denotes common property



CIVIC ADDRESS: 9790 AND 9794 MARCER ROAD

A Covenant in the names of the Ministry of Transportation and Infrastructure and the Regional District of East Kootenay under Section 219 is a condition of approval for subdivision.

This plan lies within the jurisdiction of the Approving Officer for the Ministry of Transportation and Infrastructure.  
 BCGM71 File No. 2011-01915

ERMAN LAND SURVEYING LTD.  
 2170 INDUSTRIAL ROAD F  
 CRANBROOK B.C.  
 V1C 5M4  
 250-420-3822  
 FILE: 20832-11

Modified monumentation has been approved for this survey.

The field survey represented by this plan was completed by Faith W. Eiman, B.C.L.S. on the 12th day of December, 2012.

This plan lies with the East Kootenay Regional District.

20832-11\_SHT1



**PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
EAST KOOTENAY ASSESSMENT DISTRICT  
BCGS 82G.014**

SHEET 2 OF 4 SHEETS  
**STRATA PLAN EPS832  
PHASE 1**

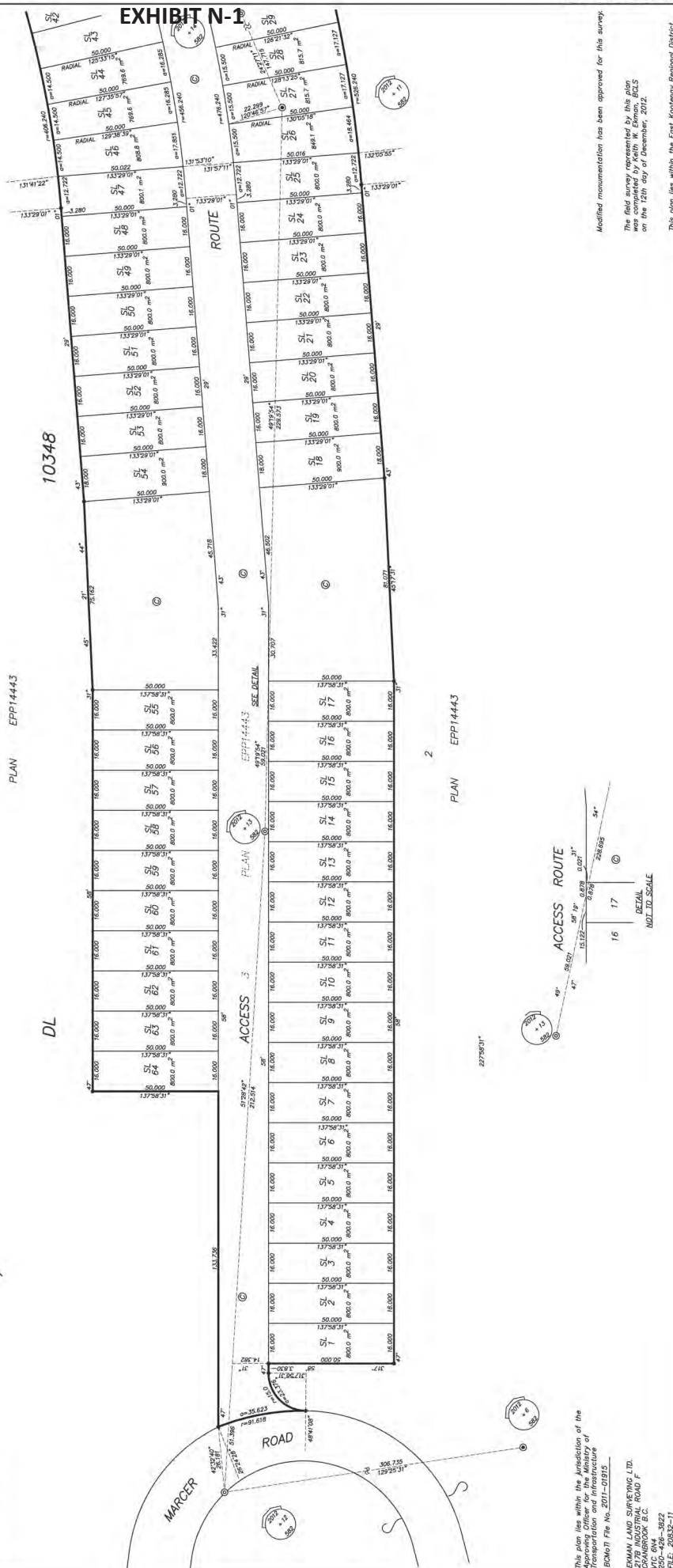


The intended plot size of this plan is 86mm in width by 500mm in height (D size) when plotted at a scale of 1:750

**LEGEND:**

- ⊙ - denotes stonework concrete post found
- ⊙ - denotes standard concrete post set
- SL - denotes strata lot
- ⊙ - denotes common property

Grid bearings are derived from PLAN EPP14443.  
All distances are in metres.



This plan lies within the jurisdiction of the  
Transportation and Infrastructure  
BCMG (File No. 2011-01915)  
EMMANUEL SURVEYING LTD.  
1000 F. ROAD P.  
GRANBROOK B.C.  
V1C 6M4  
PHONE: 250-882-  
FILE: 20032-1-1

Modified monumentation has been approved for this survey.  
The field survey responsible for this plan  
was conducted by the BCOS  
on the 12th day of December, 2012.  
This plan lies within the East Kootenay Regional District.

**PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
EAST KOOTENAY ASSESSMENT DISTRICT  
BCGS 82G.014**

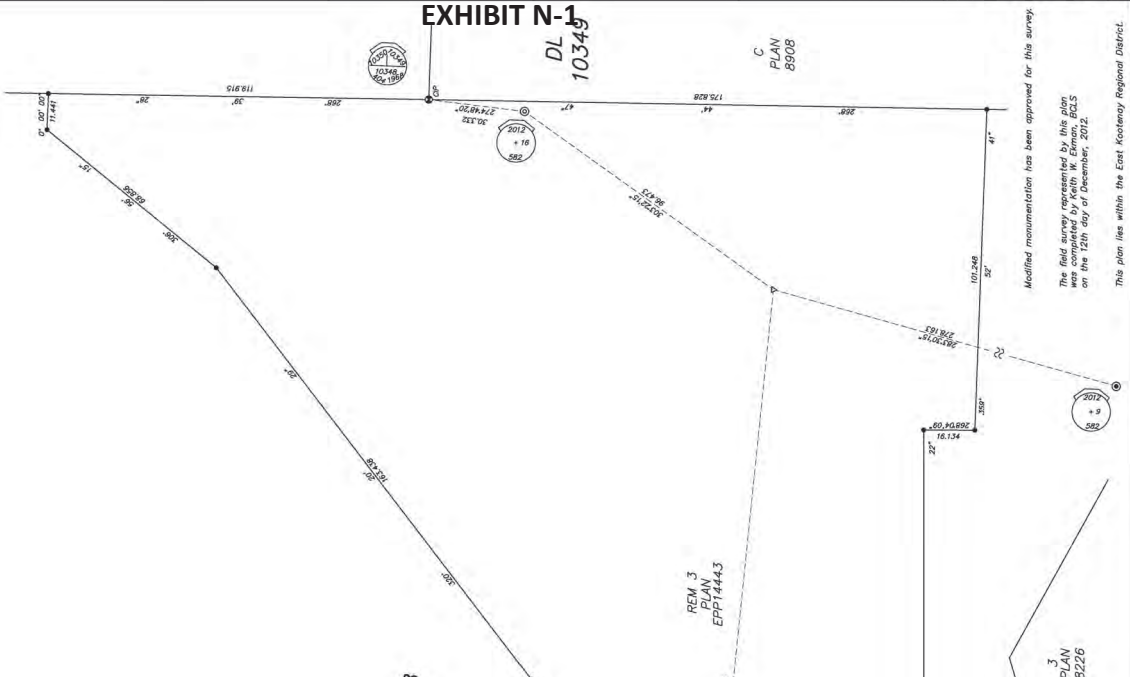
SHEET 3 OF 4 SHEETS  
**STRATA PLAN EPS832  
PHASE 1**



The intended plot size of this plan is 86mm in width by 560mm in height (D size) when plotted at a scale of 1:750

**LEGEND:**

- Grid bearings are derived from PLAN EPP14443. All distances are in metres.
- ⊙—denotes standard concrete post found
- ⊙—denotes standard concrete post set
- ⊙—denotes traverse hub set
- △—denotes strata lot
- SL—denotes strata lot
- ⊙—denotes common property



Modified monumentation has been approved for this survey.  
The field survey was completed by the BCOS on the 12th day of December, 2012.  
This plan lies within the East Kootenay Regional District.

20832-11-SHT3

This plan lies within the jurisdiction of the Transportation and Infrastructure BC/MoTI File No. 2011-01915  
EMMAN LAND SURVEYING LTD.  
1000 F. ROAD P.  
CRANBROOK B.C.  
V1C 6M4  
905-982-8822  
FILE: 20832-11

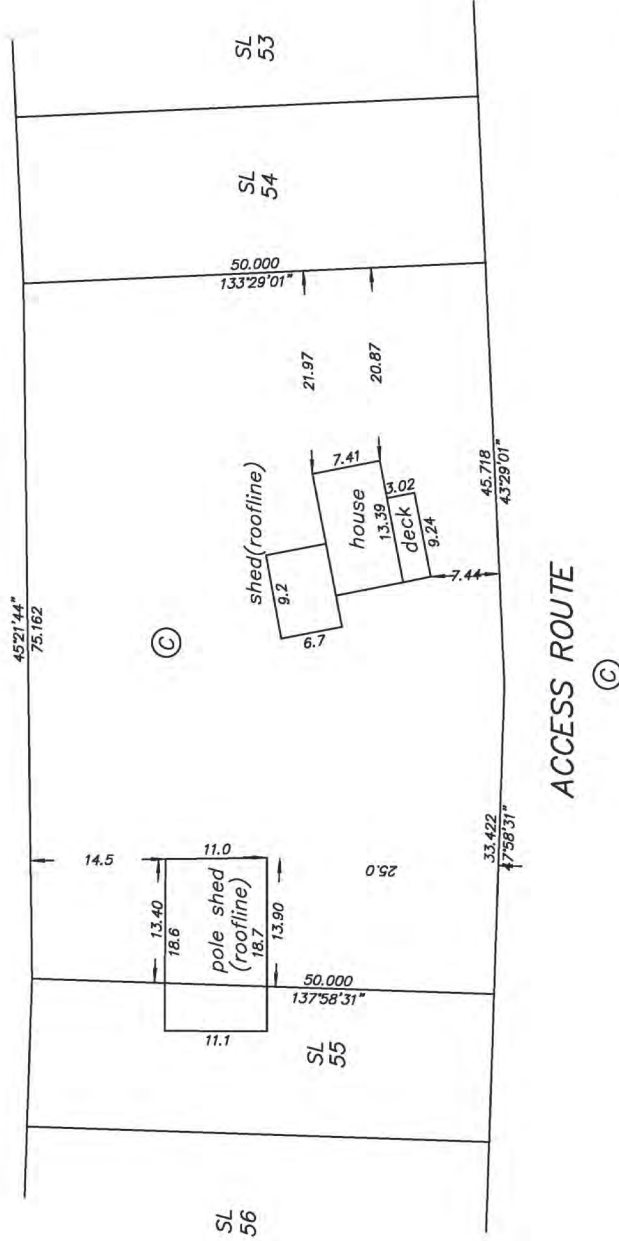
# BUILDINGS ON THE COMMON PROPERTY

SHEET 4 OF 4 SHEETS

## STRATA PLAN EPS832 PHASE 1



The intended plot size of this plan is 280mm in width by 216mm in height (B size) when plotted at a scale of 1:500



EKMAN LAND SURVEYING LTD.  
217B INDUSTRIAL ROAD F  
CRANBROOK B.C.  
VIC 6N4  
250-426-3822  
FILE: 20832-11

The field survey represented by this plan was completed by Keith W. Ekman, BCLS on the 12th day of December, 2012.

This plan lies within the East Kootenay Regional District.

**POSTING PLAN OF PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
PURSUANT TO SECTION 69 OF THE LAND TITLE ACT  
BCGS 826.014**

**SHEET 1 OF 2 SHEETS  
STRATA PLAN EPS832  
PHASE 1**



The horizontal first line of this plan is shown in red with a width of 500mm in height (0.5m) and a depth of 1:125.

**LEGEND:**

- - Old bearings are derived from PLAN EPP14443. All distances are in metres.
- - denotes standard concrete post found
- - denotes standard iron post found
- - denotes strata lot
- - denotes common property



This is the posting plan registered under paper number 1829-00-1162.  
The field survey represented by this plan was completed by Mark W. Brown, R.O.S. 502 on the 20th day of November, 2014.  
This plan lies within the East Kootenay Regional District.

ZEMAN LAND SURVEYING LTD.  
Fort St. John, BC  
SRS No. 146-3022  
P.L.C. 2003-11-11-Posting-0511

# EXHIBIT N-1

SHEET 2 OF 2 SHEETS  
STRATA PLAN EPS832  
PHASE 1

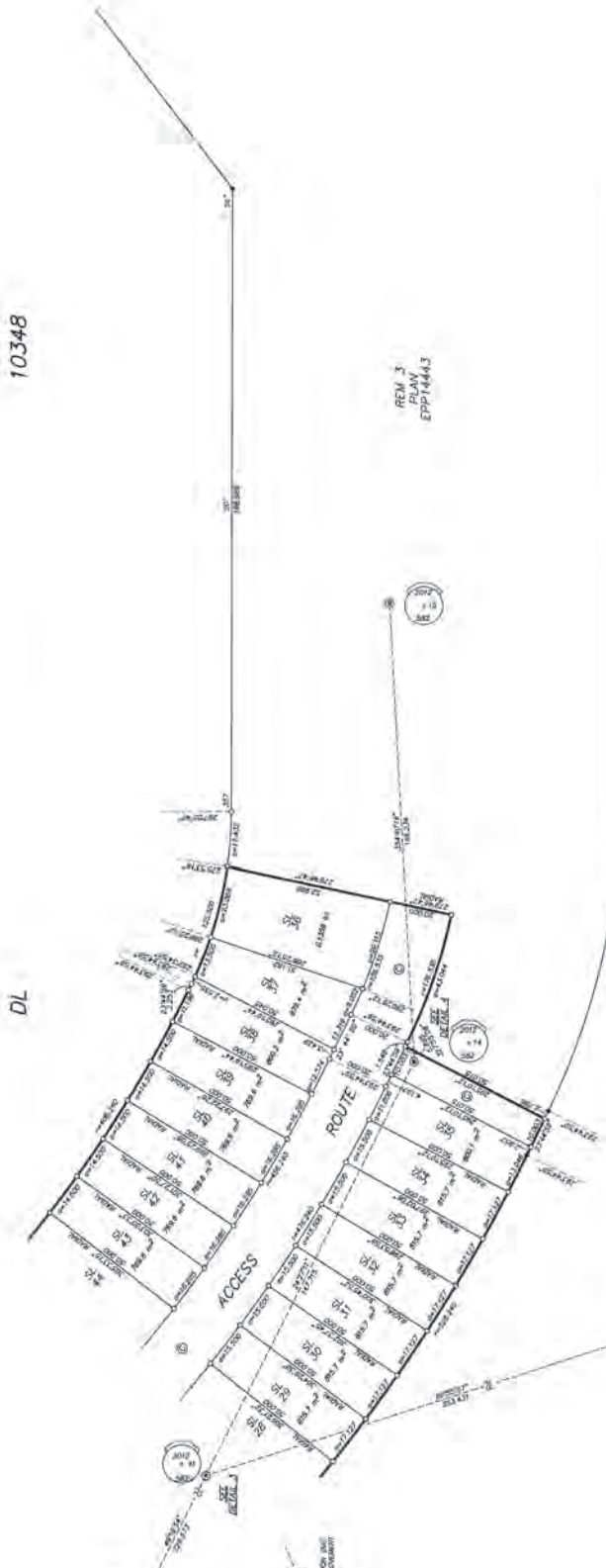
POSTING PLAN OF PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
PURSUANT TO SECTION 69 LAND TITLE ACT  
BCGS 826.014



The horizontal dimensions of this plan are shown in meters by 500mm in height (0.50m) and vertical dimensions are shown in meters by 1:125.

### LEGEND:

- DL - Distances are derived from PLAN EPP14443. All distances are in metres.
- ① - oriented strata lot
- ② - oriented strata lot
- ③ - oriented strata lot
- ④ - oriented strata lot
- ⑤ - oriented strata lot
- ⑥ - oriented strata lot
- ⑦ - oriented strata lot
- ⑧ - oriented strata lot
- ⑨ - oriented strata lot
- ⑩ - oriented strata lot
- ⑪ - oriented strata lot
- ⑫ - oriented strata lot
- ⑬ - oriented strata lot
- ⑭ - oriented strata lot
- ⑮ - oriented strata lot
- ⑯ - oriented strata lot
- ⑰ - oriented strata lot
- ⑱ - oriented strata lot
- ⑲ - oriented strata lot
- ⑳ - oriented strata lot
- ㉑ - oriented strata lot
- ㉒ - oriented strata lot
- ㉓ - oriented strata lot
- ㉔ - oriented strata lot
- ㉕ - oriented strata lot
- ㉖ - oriented strata lot
- ㉗ - oriented strata lot
- ㉘ - oriented strata lot
- ㉙ - oriented strata lot
- ㉚ - oriented strata lot
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- ㉝ - oriented strata lot
- ㉞ - oriented strata lot
- ㉟ - oriented strata lot
- ㊱ - oriented strata lot
- ㊲ - oriented strata lot
- ㊳ - oriented strata lot
- ㊴ - oriented strata lot
- ㊵ - oriented strata lot
- ㊶ - oriented strata lot
- ㊷ - oriented strata lot
- ㊸ - oriented strata lot
- ㊹ - oriented strata lot
- ㊺ - oriented strata lot
- ㊻ - oriented strata lot
- ㊼ - oriented strata lot
- ㊽ - oriented strata lot
- ㊾ - oriented strata lot
- ㊿ - oriented strata lot



PLAN EPP14443



This is the posting plan number under order number 10200-00-102.

This plan was prepared by the City of Kootenay District on the 20th day of November, 2014.

This plan was within the East Kootenay Regional District.

ERNA LAND SURVEYING LTD.  
For: Strata, BC  
200-45-3822  
V.L.G. 2003-11-11-Posting-0142

**SURVEY PLAN CERTIFICATION**  
**PROVINCE OF BRITISH COLUMBIA**

0582

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

Wade A. Roulette  
125 Kootenay Street North

(250) 489-1182  
wade@gwsurveys.com  
21-080-STRATA-PHASE 2

Cranbrook BC V1C 3T5

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **164-530-5756**

Plan Number: **EPS832**

This original plan number assignment was done under Commission #: **582**

LTO Document Reference: **CA9807861**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2022 January 14 (YYYY/Month/DD)    The checklist was filed under ECR#: 257342  
The plan was completed and checked on: 2022 January 18 (YYYY/Month/DD)

None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

EAST KOOTENAY ASSESSMENT AREA

BCGS 82G.014



The intended plot size of this plan is 560mm in width by 864mm in height (D size) when plotted at a scale of 1:800

LEGEND

All distances are in metres  
Grid bearings are derived from differential carrier phase GNSS observations and are referred to the central meridian of UTM Zone 11 North.  
The UTM coordinates and estimated absolute accuracy achieved are derived from 6 hours of GNSS dual frequency observations and processed using the Precise Point Positioning Application provided by Natural Resources Canada  
This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.99885822. The average combined factor has been determined based on an ellipsoidal elevation of 735 metres.

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- TRAVELER HUB PLACED
- ⊙ STANDARD CAPPED POST FOUND
- ⊙ CONCRETE MONUMENT FOUND
- BT - DENOTES BEARING TREES
- (C) - DENOTES COMMON PROPERTY
- OP - DENOTES OLD STYLE CAPPED POST
- SL - DENOTES STRATA LOT

HUB #101	
Datum.....	NAD83 (CSRS), 2002.0
UTM Zone 11	
UTM Northing.....	5449285.26
UTM Easting.....	628430.28
Estimated absolute accuracy	is 0.021 metres

HUB #102	
Datum.....	NAD83 (CSRS), 2002.0
UTM Zone 11	
UTM Northing.....	5449594.69
UTM Easting.....	628473.47
Estimated absolute accuracy	is 0.021 metres

THIS BARE LAND STRATA PLAN IS PHASE TWO (2) OF A FOUR (4) PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE, ROCKY MOUNTAIN DISTRICT BCMoT File No. 2021-01926

A COVENANT IN THE NAME OF THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE AND THE REGIONAL DISTRICT OF EAST KOOTENAY PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION  
(Strata Lots 65 through 79 and 82 only)

Civic Address: Unavailable at time of registration

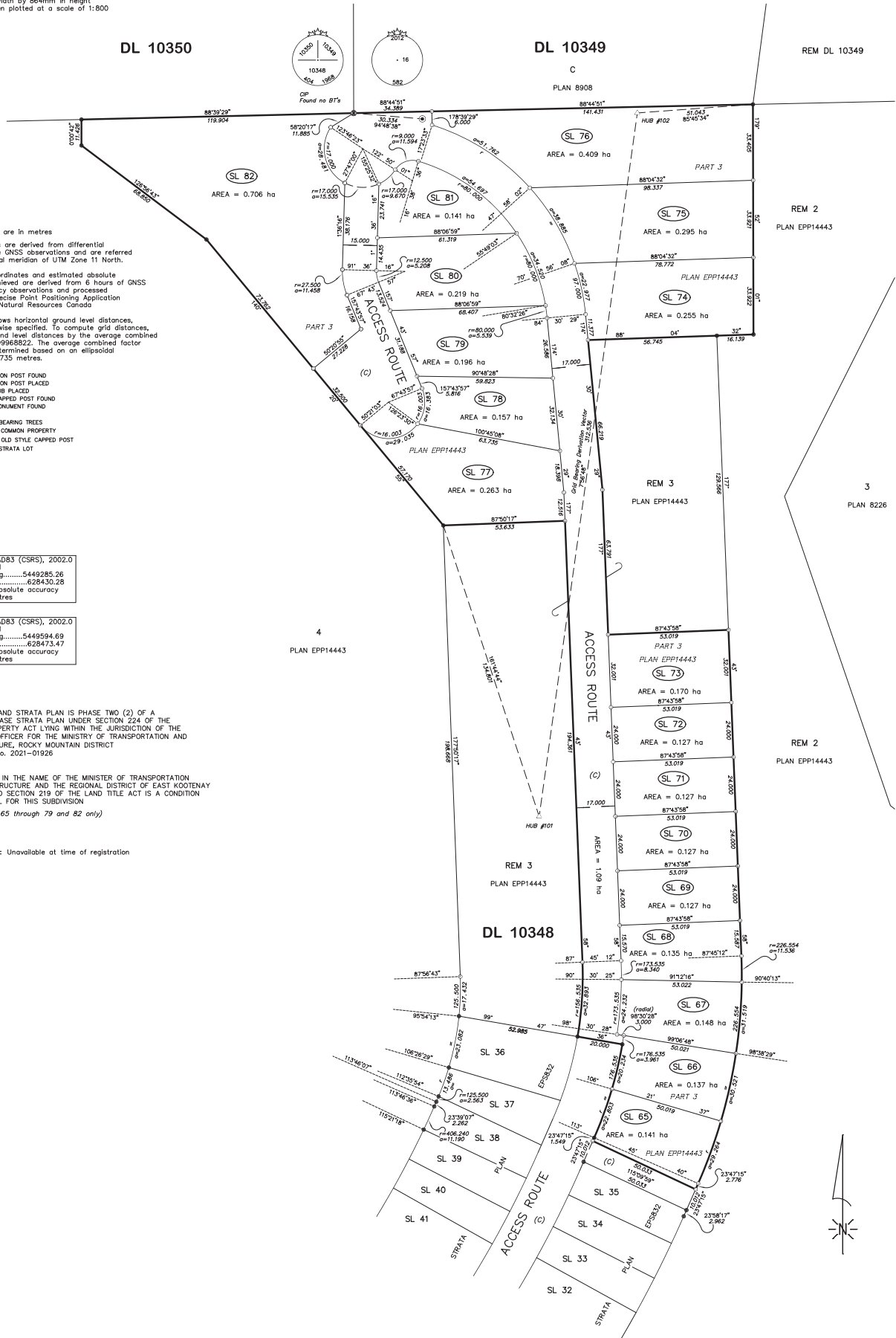


EXHIBIT N-1

**SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA**

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

<p><b>Wade Roulette</b> <b>9KSNX3</b></p>	Digitally signed by Wade Roulette
	9KSNX3
	DN: c=CA, cn=Wade Roulette
	9KSNX3, o=BC Land Surveyor,
	ou=Verify ID at www.juricert.com/ LKUP.cfm?id=9KSNX3
Date: 2022.05.30 11:40:12 -06'00'	

1. BC LAND SURVEYOR: (Name, address, phone number)

Wade A. Roulette  
125 Kootenay Street North

(250) 489-1182  
wade@gwsurveys.com  
21-080-STRATA-PHASE 3

Cranbrook BC V1C 3T5

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **165-393-2412**

Plan Number: **EPS832**

This original plan number assignment was done under Commission #: **582**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2022 May 10 (YYYY/Month/DD)    The checklist was filed under ECR#:

The plan was completed and checked on: 2022 May 30 (YYYY/Month/DD)    **261162**

None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:



**EXHIBIT N-1  
PHASED BARE LAND STRATA PLAN OF PART OF LOT 3,  
DISTRICT LOT 10348, KOOTENAY DISTRICT, PLAN EPP14443  
EXCEPT PHASES 1 AND 2, STRATA PLAN EPS832**

SHEET 1 OF 1  
**STRATA PLAN EPS832**  
PHASE 3

EAST KOOTENAY ASSESSMENT AREA  
BCGS 82G.014



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:600

**LEGEND**

All distances are in metres

Grid bearings are derived from Strata Plan EPS832 (Phase 2) and are referred to the central meridian of UTM Zone 11 North.

The UTM Zone 11 coordinates and estimated absolute accuracy achieved are derived from Strata Plan EPS832 (Phase 2)

This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.99968822. The average combined factor has been determined based on an ellipsoidal elevation of 735 metres.

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- ▲ TRAVERSE HUB FOUND

- (C) - DENOTES COMMON PROPERTY
- ha - DENOTES HECTARES
- SL - DENOTES STRATA LOT

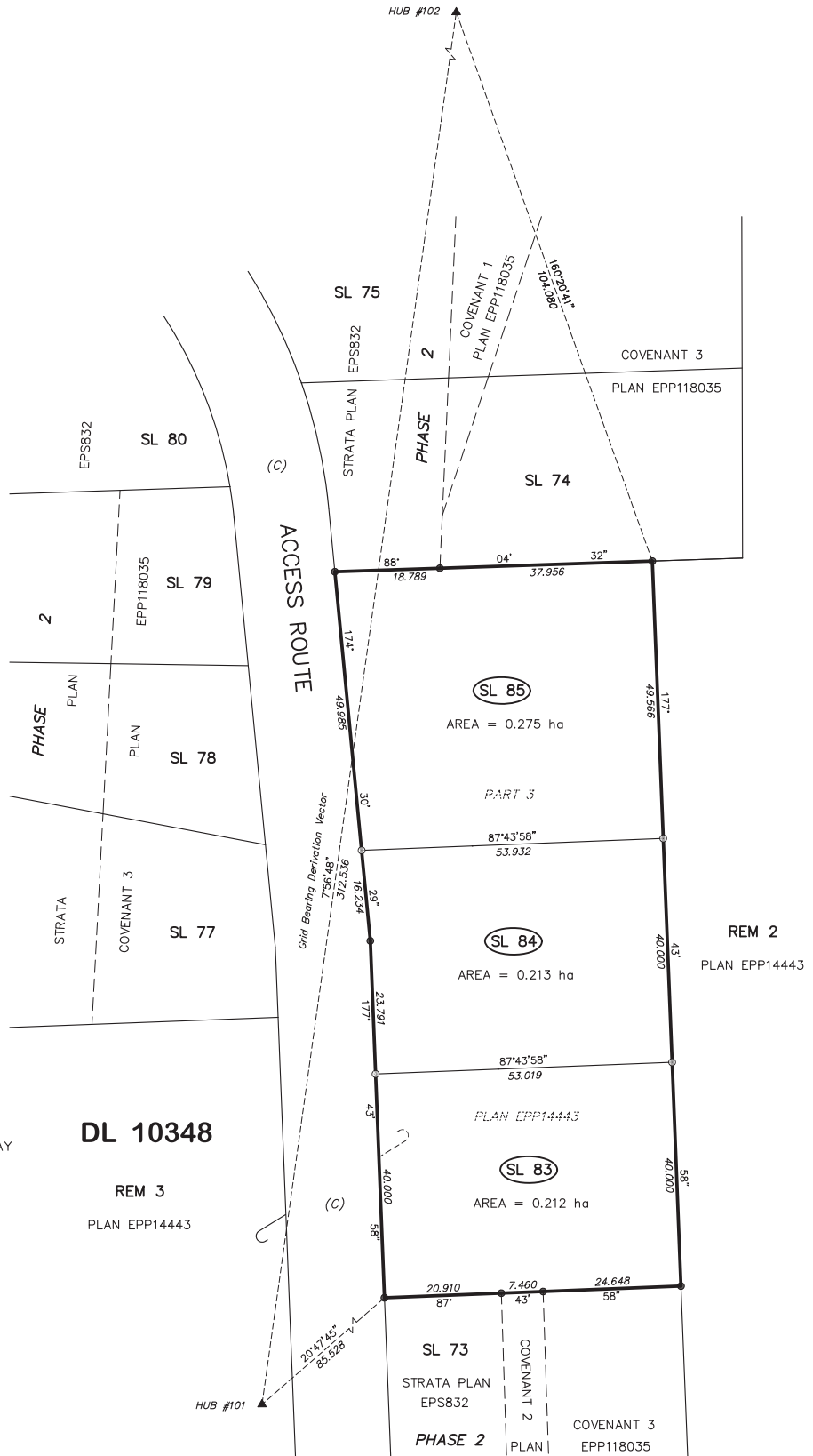
**HUB #101**  
Datum.....NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing.....5449285.26  
UTM Easting.....628430.28  
Estimated absolute accuracy is 0.021 metres

**HUB #102**  
Datum.....NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing.....5449594.69  
UTM Easting.....628473.47  
Estimated absolute accuracy is 0.021 metres

THIS BARE LAND STRATA PLAN IS PHASE THREE (3) OF A FOUR (4) PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE, ROCKY MOUNTAIN DISTRICT BCMoT File No. 2021-01926

A COVENANT IN THE NAME OF THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE AND THE REGIONAL DISTRICT OF EAST KOOTENAY PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION

Civic Address: Unavailable at time of registration



**SURVEY PLAN CERTIFICATION**  
**PROVINCE OF BRITISH COLUMBIA**

0582

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

Wade A. Roulette  
125 Kootenay Street North

(250) 489-1182  
wade@gwsurveys.com  
21-080-STRATA-PHASE 2

Cranbrook BC V1C 3T5

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **164-530-5756**

Plan Number: **EPS832**

This original plan number assignment was done under Commission #: **582**

3. CERTIFICATION:

Form 9  Explanatory Plan  Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2022 January 14 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2022 January 18 (YYYY/Month/DD) 257342

None  Strata Form S

None  Strata Form U1  Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

**EXHIBIT N-1  
PHASED BARE LAND STRATA PLAN OF LOT 3, DISTRICT  
LOT 10348, KOOTENAY DISTRICT, PLAN EPP14443  
EXCEPT PHASES 1, 2 AND 3, STRATA PLAN EPS832**

EAST KOOTENAY ASSESSMENT AREA  
BCGS 82G.014



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:600

**LEGEND**

All distances are in metres

Grid bearings are derived from Strata Plan EPS832 (Phase 2) and are referred to the central meridian of UTM Zone 11 North.

The UTM Zone 11 coordinates and estimated absolute accuracy achieved are derived from Strata Plan EPS832 (Phase 2)

This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.99968822. The average combined factor has been determined based on an ellipsoidal elevation of 735 metres.

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- ▲ TRAVERSE HUB FOUND

- (C) - DENOTES COMMON PROPERTY
- ha - DENOTES HECTARES
- SL - DENOTES STRATA LOT

**HUB #101**

Datum.....NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing.....5449285.26  
UTM Easting.....628430.28  
Estimated absolute accuracy is 0.021 metres

**HUB #102**

Datum.....NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing.....5449594.69  
UTM Easting.....628473.47  
Estimated absolute accuracy is 0.021 metres

THIS BARE LAND STRATA PLAN IS PHASE FOUR (4) OF A FOUR (4) PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE, ROCKY MOUNTAIN DISTRICT BCMoT File No. 2021-01926

A COVENANT IN THE NAME OF THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE AND THE REGIONAL DISTRICT OF EAST KOOTENAY PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION

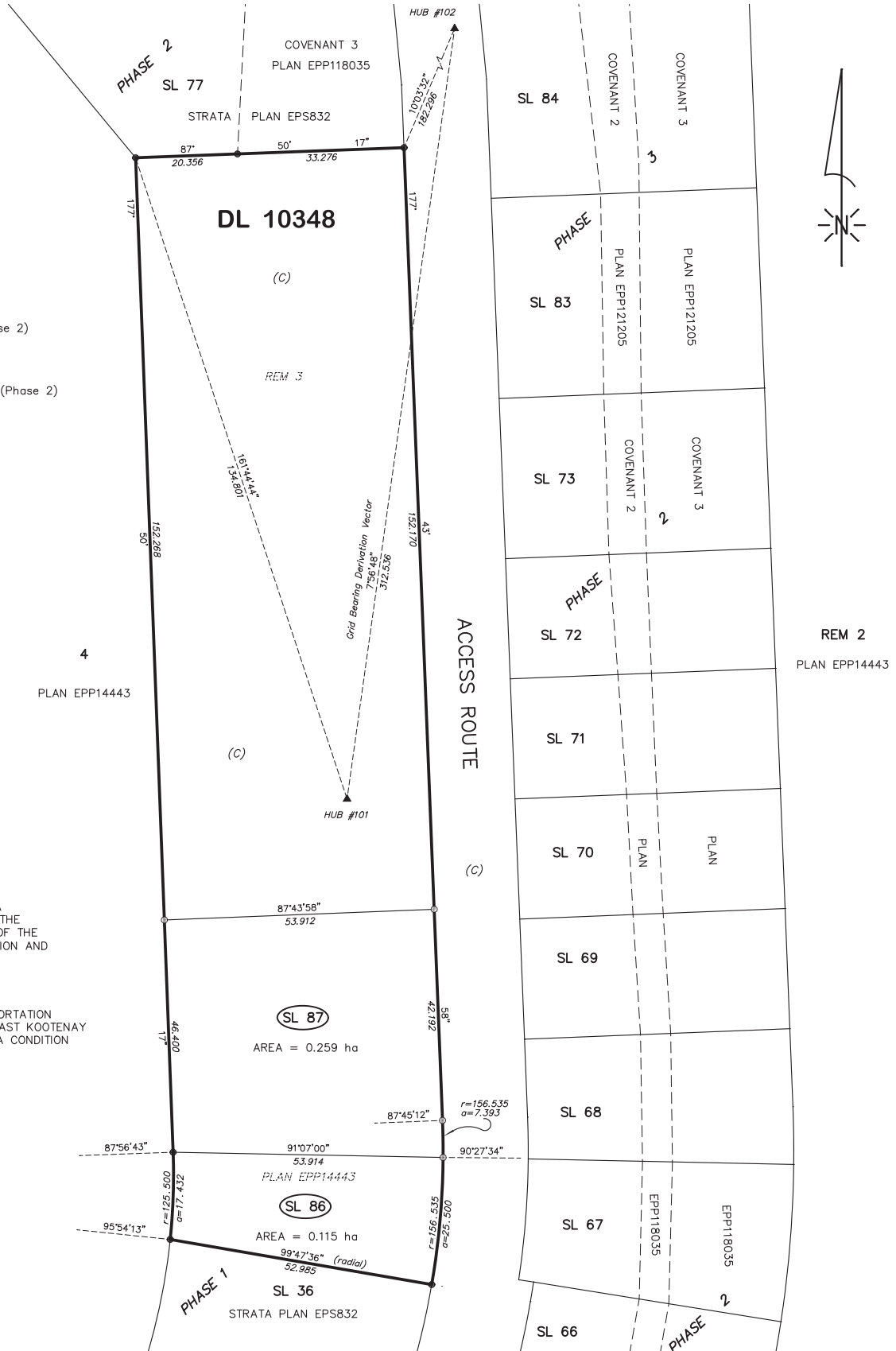
Civic Address: Unavailable at time of registration

SKYLINE LAND SURVEYING LTD.  
125 KOOTENAY STREET NORTH  
CRANBROOK BC V1C 3T5  
PHONE: (250) 489-1182

**21-080-STRATA-PHASE 4**

This plan lies within the Regional District of East Kootenay

The field survey represented by this plan was completed on the 1st day of June, 2022. Wade A. Roulette, BCLS 997



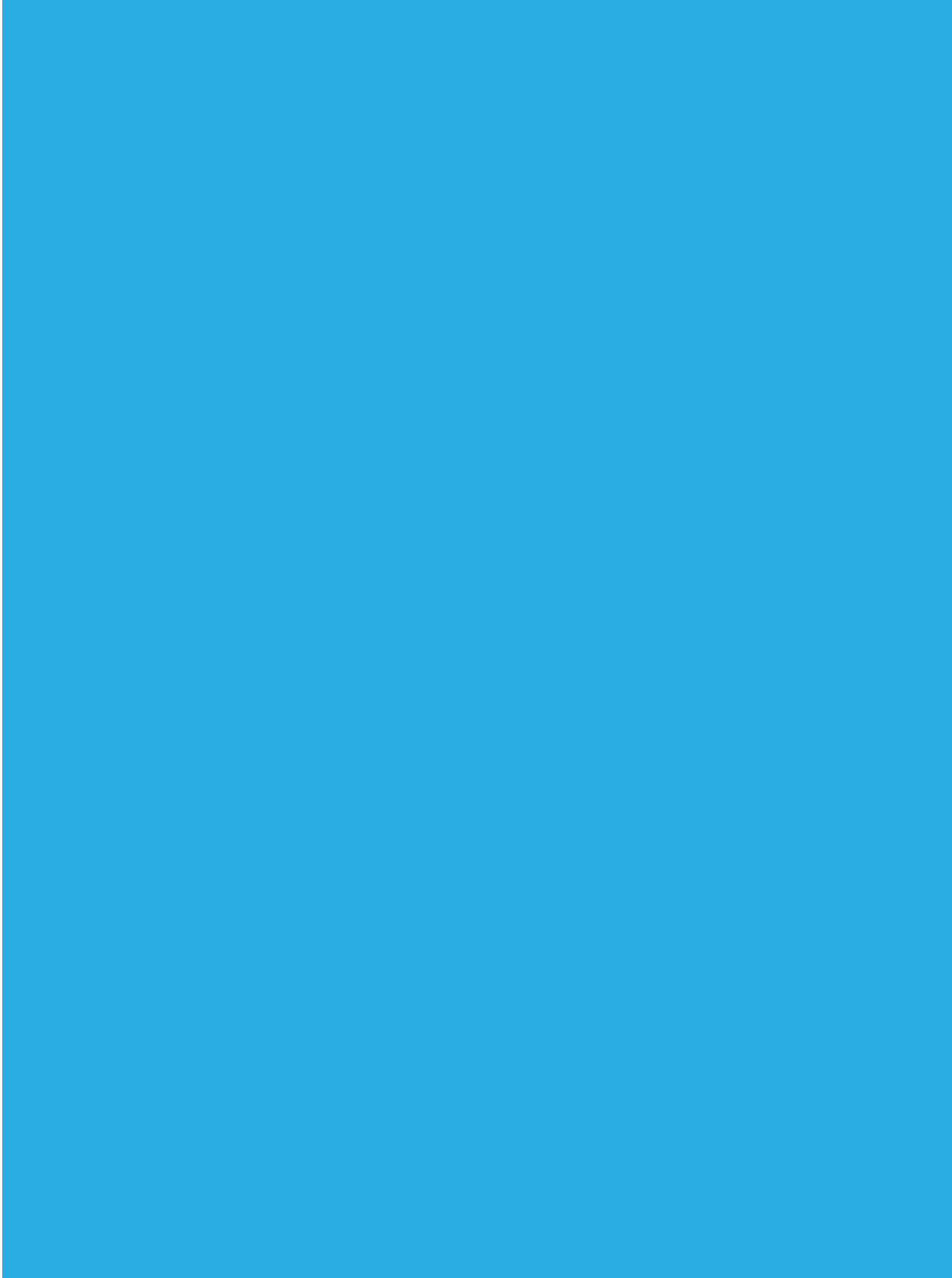


EXHIBIT Q-1

Status: Registered  
FORM\_C\_V18 (Charge)

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA2967197 CA2967198

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jan-24-2013 16:42:07.011

PAGE 1 OF 8 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Kerri-Anne  
Thomas  
F2VNJG

Digitally signed by Kerri-Anne Thomas  
F2VNJG  
DN: c=CA, cn=Kerri-Anne Thomas  
F2VNJG, o=Lawyer, ou=Verify ID at  
www.sivcert.com/LKUP.cfm?  
id=F2VNJG  
Date: 2013.01.24 16:51:40 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

MacDonald Thomas

1018 - 7th Avenue

PO Box 2400

Invermere

BC V0A 1K0

250-342-6921

LTO #: 10783

File #: 7909KAT

Document Fees: \$145.00

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA LOTS 58, 59 AND 60 DISTRICT LOT 10348, KOOTENAY DISTRICT  
PLAN EPS832**

STC? YES

Related Plan Number: **EPS832**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**MARCE RANCHING LTD., INC. NO. 87000**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**SEE SCHEDULE**

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Kerri-Ann Thomas

Barrister & Solicitor

PO Box 2400

Invermere, BC, V0A 1K0

Y	M	D
13	01	24

Marcer Ranching Ltd. by its  
authorized signatory:

Craig Douglas McMorran

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.

EXHIBIT Q-1

Status: Registered  
FORM D1 V18

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 8 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Melissa Wiekenkamp  
Commissioner for Taking Affidavits in BC  
129 - 10th Avenue  
Cranbrook, BC, V1C 2N1

Y	M	D
13	01	11
13	01	24

This is an instrument required by the Approving Officer for subdivision of Lot 3 DL 10348, KD Plan EPP14443 creating the condition or covenant entered into under s. 219 of the Land Title Act.

Her Majesty the Queen in Right of the Province of BC represented by the Minister of Transportation

Approving Officer  
Leslie Elder  
Printed Name of Approving Officer

Kerri-Anne Thomas  
Barrister & Solicitor  
PO Box 2400  
Invermere, BC, V0A 1K0

977230 Alberta Ltd., by its authorized signatory:

Dennis Hockett

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.

**EXHIBIT Q-1**

Status: Registered  
FORM\_E\_V18

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 8 PAGES

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		over part on plan EPP27036

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant herein priority over Mortgage LB62234 transferred to CA2375181, Assignment of Rents LB62235 transferred to CA2375181, Right of First Refusal LB107283 transferred to CA2375156 and Mortgage LB139618 transferred to CA2375157

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**EXHIBIT Q-1**

Status: Registered  
FORM\_E\_V18

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 8 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

6. Transferee(s)

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF TRANSPORTATION, Parliament Buildings, Victoria, British Columbia, V3V 1X6 and REGIONAL DISTRICT OF EAST KOOTENAY, 19 - 24th Avenue South, Cranbrook, British Columbia V1C 3H8



**TERMS OF INSTRUMENT - PART TWO  
COVENANT**

WHEREAS the Transferor is the registered owner in fee simple of lands described in paragraph 2 of page 1 of this Instrument (the "Lands")

AND WHEREAS a Covenant under Section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Transportation and Infrastructure, under Section 99 of the Land Title Act.

AND WHEREAS Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Transferees in respect to the use of land or the use of a building on or to be erected on land.

AND WHEREAS the Transferor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential natural geotechnical hazard within portions of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferees to the Transferors, the receipt of which is hereby acknowledged:

1. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenant and agree with each of the Transferees, as a covenant in favour of the Transferees, pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Transferors that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof, the Transferor shall not construct, reconstruct, move, extend or located or permit to be constructed, reconstructed, moved, extended or located any improvements of any kind including any building, mobile home or unit, modular home or structure within that portion of the Lands (hereinafter called the "Covenant Area") shown within bold outline on Explanatory Plan of Covenant Plan EPP27036 and further shall not disturb the Covenant Area in any fashion including by disturbing soil or cutting or disturbing any vegetation, nor depositing on the Covenant Area, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Covenant Area nor by removing or displacing any soil or matter of any kind from the Covenant Area.
2. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledge that the Transferees do not represent to the Transferor, nor to any other person that any building, modular home, mobile

home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged and the Transferor, on behalf of itself and its heirs, executors, administrators, successors and the assigns, with full knowledge of the potential natural geotechnical hazard and in consideration of the approvals given by the Transferees hereby:

- a) indemnifies and saves harmless the Transferees and their employees, servants, or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferees, their heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by natural geotechnical hazard or some such similar cause; and
  - b) remises, releases and forever discharges the Transferees and their employees, servants or agents from all manner of action, cause of action, suits, debts, accounts, covenants, contracts, claims and demands which the Transferors or any its administrators, successors and assigns may have against the Transferees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by natural geotechnical hazard and danger or some such similar cause.
3. Subject to the provisions of Section 219 of the Land Title Act, the Transferor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, its administrators, successors and assigns and the Transferees and their assigns.
  4. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferees in relation to the Transferor, including its administrators, successors and assigns or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferees as if had not been made by the parties.

5. The Transferors will do or cause to be done at their expense all acts reasonably necessary for the Transferees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Transferees and those specifically approved in writing by the Transferees.
6. The parties agree that this Agreement shall not be modified or discharged except in accordance within the provisions of Section 219(5) of the Land Title Act.
7. The Transferors shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
8.
  - a) By the registration of this Covenant on title to the Lands, the Transferors shall effectively have given notice of this Agreement to any person to whom they propose to dispose of the Lands, which notice shall be received by that person prior to such disposition.
  - b) For the purposes of this paragraph the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.
9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
10. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement, and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia, in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

13. Every reference to the Minister of Transportation and Infrastructure, in this Agreement shall include the Minister of Transportation and Infrastructure, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties acknowledge this Agreement has been duly executed and delivered by the Transferor executing Part 1 of the Form C attached to and forming part of this Agreement.

**EXHIBIT Q-1**

Status: Registered

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

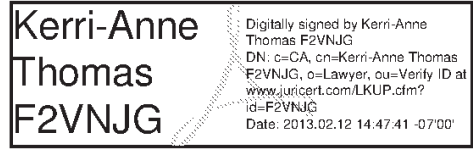
FORM\_DECGEN\_V18

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA2967197

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.



I, Gail Corrigan declare as follows:

1. that I inadvertently omitted the name of the grantor of the priority agreement in Part 5. The description in Part 5 should be deleted and replaced with the following: MARCER RANCHING LTD., INC. NO. 87000 AND 977230 ALBERTA LTD.
2. that I made a typographical error in Part 3, additional information by referencing mortgage transfer number CA2375181. In fact the mortgage transfer number should be CA2375180.
3. that Part 3, additional information reference to "Part on Plan EPP27036" should be deleted
4. that the terms of instrument did not contain the priority agreement. Attached hereto are the corrected terms of instrument

I make this declaration based on personal knowledge and reasonable belief.

Gail Corrigan

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

**TERMS OF INSTRUMENT - PART TWO  
COVENANT**

WHEREAS the Transferor is the registered owner in fee simple of lands described in paragraph 2 of page 1 of this Instrument (the "Lands")

AND WHEREAS a Covenant under Section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Transportation and Infrastructure, under Section 99 of the Land Title Act.

AND WHEREAS Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Transferees in respect to the use of land or the use of a building on or to be erected on land.

AND WHEREAS the Transferor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential natural geotechnical hazard within portions of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferees to the Transferors, the receipt of which is hereby acknowledged:

1. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenant and agree with each of the Transferees, as a covenant in favour of the Transferees, pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Transferors that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof, the Transferor shall not construct, reconstruct, move, extend or located or permit to be constructed, reconstructed, moved, extended or located any improvements of any kind including any building, mobile home or unit, modular home or structure within that portion of the Lands (hereinafter called the "Covenant Area") shown within bold outline on Explanatory Plan of Covenant Plan EPP27036 and further shall not disturb the Covenant Area in any fashion including by disturbing soil or cutting or disturbing any vegetation, nor depositing on the Covenant Area, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Covenant Area nor by removing or displacing any soil or matter of any kind from the Covenant Area.
2. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledge that the Transferees do not represent to the Transferor, nor to any other person that any building, modular home, mobile

home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged and the Transferor, on behalf of itself and its heirs, executors, administrators, successors and the assigns, with full knowledge of the potential natural geotechnical hazard and in consideration of the approvals given by the Transferees hereby:

- a) indemnifies and saves harmless the Transferees and their employees, servants, or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferees, their heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by natural geotechnical hazard or some such similar cause; and
  - b) remises, releases and forever discharges the Transferees and their employees, servants or agents from all manner of action, cause of action, suits, debts, accounts, covenants, contracts, claims and demands which the Transferors or any its administrators, successors and assigns may have against the Transferees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by natural geotechnical hazard and danger or some such similar cause.
3. Subject to the provisions of Section 219 of the Land Title Act, the Transferor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, its administrators, successors and assigns and the Transferees and their assigns.
  4. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferees in relation to the Transferor, including its administrators, successors and assigns or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferees as if had not been made by the parties.

5. The Transferors will do or cause to be done at their expense all acts reasonably necessary for the Transferees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Transferees and those specifically approved in writing by the Transferees.
6. The parties agree that this Agreement shall not be modified or discharged except in accordance within the provisions of Section 219(5) of the Land Title Act.
7. The Transferors shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
8.
  - a) By the registration of this Covenant on title to the Lands, the Transferors shall effectively have given notice of this Agreement to any person to whom they propose to dispose of the Lands, which notice shall be received by that person prior to such disposition.
  - b) For the purposes of this paragraph the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.
9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
10. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement, and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia, in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.



13. Every reference to the Minister of Transportation and Infrastructure, in this Agreement shall include the Minister of Transportation and Infrastructure, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties acknowledge this Agreement has been duly executed and delivered by the Transferor executing Part 1 of the Form C attached to and forming part of this Agreement.

#### CONSENT AND PRIORITY AGREEMENT

WHEREAS **977230 ALBERTA LTD.**, (the "Chargeholder") is the holder of Mortgages, Assignment of Rents and Right of First Refusal (collectively called the "Financial Charges") encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C attached hereto, which were registered in Land Title Office under numbers LB62234 transferred to CA2375180, LB62235 transferred to CA2375181, LB107283 transferred to CA2375156 and LB139618 transferred to CA2375157

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Covenant attached hereto (the "New Charges") and the Chargeholder hereby agrees that the New Charges shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferees described in item 6 of the Land Title Act Form C attached hereto priority for the New Charges over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Financial Charges and all of its right, title and interest thereunder to the New Charges as if the New Charges had been executed, delivered and registered prior to the execution, delivery and registration of the Financial Charges.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the Land Title Act Form D above which is attached hereto and forms part of this Agreement.

**EXPLANATORY PLAN OF COVENANT ON STRATA LOTS 58, 59 AND 60 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832**

**PLAN EPP27036**

PURSUANT TO SECTION 99(1)(e) LAND TITLE ACT

BCGS 82G.014



The intended plot size of this plan is 432 mm in width by 280 mm in height (B size) when plotted at a scale of 1:500

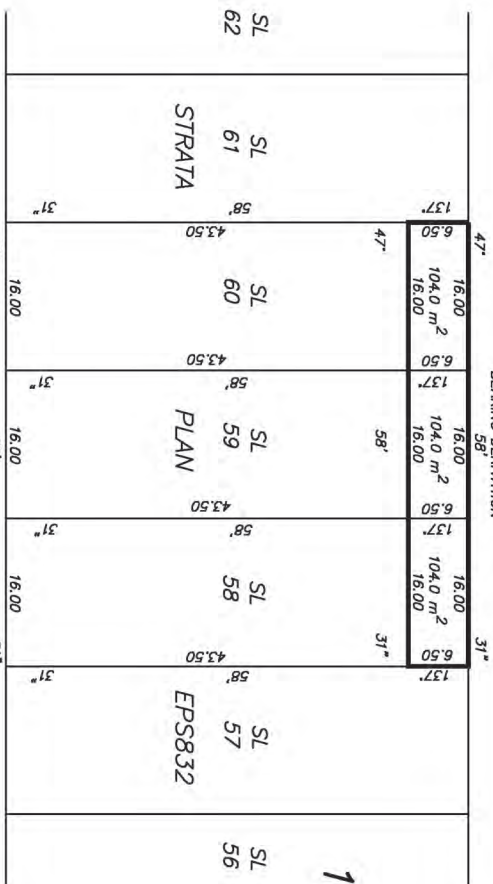
**LEGEND:**

Grid Bearings are derived from Strata Plan EPS832

All distances are in metres

DL

BOOK OF REFERENCE		AREA
DESCRIPTION		
STRATA LOT 58 DL 10348 STRATA PLAN EPS832		104.0 m <sup>2</sup>
STRATA LOT 59 DL 10348 STRATA PLAN EPS832		104.0 m <sup>2</sup>
STRATA LOT 60 DL 10348 STRATA PLAN EPS832		104.0 m <sup>2</sup>



EKMAN LAND SURVEYING LTD.  
217B INDUSTRIAL ROAD F  
CRANBROOK B.C.  
VIC. 6N4  
250-426-3822  
FILE: 20832-12

ACCESS COMMON PROPERTY ROUTE

This plan is based on the following Land Title and Survey Authority of BC records: Plan EPP14443, Strata Plan EPS832

Keith W. Ekman BCLS

20832-12



1. Application

**REED POPE LAW CORPORATION**  
**202-1007 Fort Street**  
**Victoria BC V8V 3K5**  
**250.383.3838**

File: 7335-001  
 Geotech Covenant

2. Description of Land

PID/Plan Number	Legal Description
<b>EPS832</b>	<b>STRATA LOTS 65 - 79 INCLUSIVE DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832</b>
<b>EPS832</b>	<b>STRATA LOT 82 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>GRANTING COVENANT HEREIN, PRIORITY OVER CA2651891</b>
<b>PRIORITY AGREEMENT</b>		<b>GRANTING COVENANT HEREIN, PRIORITY OVER CA7663643 AND CA7663644</b>

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**KV PROPERTIES INC., NO.BC1169034**  
**KOOCANUSA VILLAGE COMMUNITY ASSOCIATION , NO.S0060030 , (AS TO PRIORITY)**  
**1213904 B.C. LTD. , NO.BC1213904, (AS TO PRIORITY)**

6. Transferee(s)

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE**  
**OF BRITISH COLUMBIA**  
 AS REPRESENTED BY THE MINISTER OF TRANSPORTATION  
 & INFRASTRUCTURE  
 PARLIAMENT BUILDINGS  
 VICTORIA BC V8V 1X4

**REGIONAL DISTRICT OF EAST KOOTENAY**  
 19 - 24TH AVENUE SOUTH  
 CRANBROOK BC V1C 3H8



7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

\_\_\_\_\_

**GORDON LEFFLER**  
**LAWYER**  
 1361 - 7th Avenue  
 PO Box 1873  
 Fernie BC V0B 1M0

Execution Date

YYYY-MM-DD

**2022-02-23**

Transferor Signature(s)

**KV PROPERTIES INC.**  
 By their Authorized Signatory

\_\_\_\_\_

**Reto Barrington**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

**Riley Dearden**  
**Barrister & Solicitor**  
 1500, 850 2nd St. SW  
 Calgary AB T2P 0R8

Execution Date

YYYY-MM-DD

**2022-02-24**

Transferor Signature(s)

**KOOCANUSA VILLAGE COMMUNITY ASSOCIATION**  
 By their Authorized Signatory

\_\_\_\_\_

**Reg Patterson**

**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.



**EXHIBIT Q-1**

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**GORDON LEFFLER**  
**LAWYER**  
 1361 - 7th Avenue  
 PO Box 1873  
 Fernie BC V0B 1M0

YYYY-MM-DD  
  
**2022-02-23**

**1213904 B.C. LTD.**  
 By their Authorized Signatory

\_\_\_\_\_  
**Reto Barrington**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD  
  
**2022-03-23**

**THIS IS AN INSTRUMENT REQUIRED BY THE APPROVING OFFICER FOR STRATA PLAN EPS832 (PH 2) CREATING THE CONDITION OR COVENANT ENTERED INTO UNDER S. 219 OF THE LAND TITLE ACT. MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE**

\_\_\_\_\_  
**Provincial Approving Officer CLIFF RAZZO**  
 See 2021-01926

**Officer Certification**

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

**Electronic Signature**

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

**Thomas Smythe  
 McLachlan  
 QMAYRF**

**Digitally signed by  
 Thomas Smythe  
 McLachlan QMAYRF  
 Date: 2022-03-24  
 14:08:27 -07:00**

EXHIBIT Q-1

TERMS OF INSTRUMENT - PART 2

---

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**GEOTECHNICAL COVENANT  
(SECTION 219 LAND TITLE ACT)**

**BETWEEN:**

**KV PROPERTIES INC.**  
(Inc. No. BC1169034)  
1873, 1361 7<sup>th</sup> Avenue  
Ferne, BC V0B 1M0

(the "**Grantor**")

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented  
by **THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE**  
Parliament Buildings  
Victoria, BC V8V 1X5

(the "**Province**")

**AND:**

**REGIONAL DISTRICT OF EAST KOOTENAY**  
19 - 24th Avenue South  
Cranbrook, BC V1C 3H8

(the "**Regional District**" and together with the "**Province**", the "**Grantee**")

**WHEREAS:**

- A. The Grantor is the fee simple owner of the hereinbefore described lands and premises as described in paragraph 2 of the Form "C" (hereinafter called the "**Lands**").
- B. The consent of the Provincial Approving Officer is required with respect to the Grantor's proposed subdivision of the Lands and, as a condition of such consent, the Provincial Approving Officer requires a Covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, which Covenant is for the purpose of limiting Development within areas identified as safe for residential development.
- C. The Grantor has submitted an Initial Geotechnical Assessment Report prepared by Geo-Slope Stability Services and dated February 15, 2022 (Project No. 21-140) (the "**Geotechnical Report**"), a copy of which is attached to this Covenant as **Schedule A**.

## EXHIBIT Q-1

**NOW THEREFORE THIS COVENANT WITNESSETH** that pursuant to Section 219 of the *Land Title Act* and in consideration of the sum of One Dollar (\$1.00) now paid by the Grantee to the Grantor (the receipt and sufficiency of which is acknowledged), the parties hereby covenant and agree with each other as follows:

1. **Definitions.** The following terms will have the following meanings:
  - (a) **“Class A Lands”** means “Covenant Area 1” as set out in the Covenant Area Plan.
  - (b) **“Class B Lands”** means “Covenant Area 2” as set out in the Covenant Area Plan.
  - (c) **“Class C Lands”** means “Covenant Area 3” as set out in the Covenant Area Plan.
  - (d) **“Covenant Area Plan”** means plan EPP118035 prepared by Wade A. Roulette of Garrett Winkel Land Surveying and dated February 2, 2022 a reduced copy of which is attached to this Covenant as **Schedule B**.
  - (e) **“Development”** means without limitation:
    - (i) construction of roads, trails, docks, wharves, and bridges;
    - (ii) construction, placement, or erection of buildings, structures, or improvements;
    - (iii) creation of non-structural surfaces;
    - (iv) development of drainage systems;
    - (v) development of utility corridors;
    - (vi) disturbance of soils;
    - (vii) flood protection works;
    - (viii) provision and maintenance of sewer and water services; and
    - (ix) removal, alteration, or destruction of vegetation.
  - (f) **“Geotechnical Report”** means the Geohazard and Slope Stability Assessment Report prepared by Geo-Slope Stability Services dated February 15, 2022 and attached to this Covenant as **Schedule A**.
  - (g) **“Habitable Building”** means any building or structure containing a room or space intended for human occupancy.
  - (h) **“Passive Uses”** means without limitation:
    - (i) recreational uses such as chairs, tables, benches, lawns and gardens, fire-pits;
    - (ii) construction of temporary sheds; and
    - (iii) those uses contemplated by section 8.5 of the Geotechnical Report.
  - (i) **“Site Specific Report”** means a geotechnical report prepared by a qualified BC geotechnical engineer.
2. **No Build.** No Development of any kind is permitted on the Lands unless performed in accordance with this Covenant, and specifically in accordance with the following:

## EXHIBIT Q-1

- (a) With respect to the Lands, the Grantor will comply with the recommendations set out in the Geotechnical Report and in particular with section 8.7 of the Geotechnical Report.
  - (b) With respect to Class A Lands, the Grantor will not perform any Development and will not apply for a building permit for any Habitable Buildings on the Class A Lands and the Grantee will not be required to issue a building permit for any Habitable Building on the Class A Lands unless the Regional District of East Kootenay first receives and approves a Site Specific Report relevant to the proposed building site which identifies the building site as being safe for residential Development, or identifies the building site as being safe for residential Development if performed in accordance with the recommendations of the Site Specific Report.
  - (c) With respect to Class B Lands, no Development or use of the Class B Lands is permitted save and except for Passive Uses.
  - (d) With respect to Class C Lands, no Development is permitted of any kind.
3. **Recommendations.** The Site Specific Report must include, as applicable, recommendations pertaining to, without limitation: slope stability, retaining walls, set-backs, and building construction. All construction and/or improvements must incorporate and adhere to the recommendations of the Site Specific Report.
  4. **Priority.** The Grantor will register this Covenant as a charge on the Lands in priority to all financial charges, and proof of its registration must be provided to the Grantee.
  5. **Release.** The Grantor does remise, release and forever discharge the Grantee and its officers, employees, servants or agents, together with the Grantee (the “**Released Parties**”) from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantor or his heirs, executors, administrators, successors and assigns may have against the Released Parties from and by reason of any damage suffered personally or in connection with any building, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands.
  6. **Indemnity.** The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby indemnifies and saves harmless the Grantee and its officers, employees, servants and agents (together with the Grantee, the “**Indemnified Parties**”) from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which any of the Indemnified Parties may suffer or incur or be put to arising out of or in connection with any breach or non-performance by the Grantor of the Grantor’s obligations contained in this Covenant.
  7. **Run with Land.** The Grantor’s covenants contained in this Covenant will, in accordance with Section 219 of the *Land Title Act*, burden and run with the Lands provided that none of the covenants contained herein will be personal or binding upon the Grantor save and except during the Grantor’s ownership of or interest in the Lands and with respect only to that portion of the Lands which the Grantor owns or has an interest in, but the Lands, nevertheless be and remain at times charged therewith.



## EXHIBIT Q-1

8. **Liability.** In accordance with Section 219 of the *Land Title Act*, no person who enters into a covenant under this section is liable for a breach of the covenant occurring after the person has ceased to be the owner of the Lands, the parties further acknowledging that this provision does not absolve persons from liability for breaches of the covenant which occur while they were the owners of the Lands.
9. **No Waiver.** No term, condition, covenant or other provision of this Covenant will be considered to have been waived by the Grantee unless the waiver is expressed in writing by the Grantee. Any waiver by the Grantee of any term, condition, covenant or other provision of this Covenant or any waiver by the Grantee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Covenant or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant.
10. **No Restriction.** Nothing in this Covenant will prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Grantee as if this Covenant had not been entered into.
11. **Notice.** In this Agreement:
  - (a) any notice or communication required or permitted to be given under this Covenant will be in writing and will be considered to have been given if delivered by hand or mailed by prepaid registered post in Canada, to the address of the party set out in the title records of the Land Title Office;
  - (b) notice or communication will be considered to have been received:
    - (i) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day; and
    - (ii) if mailed by prepaid registered post in Canada, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission;
  - (c) for the purposes of this paragraph "business day" means a day which is not a Saturday nor defined as a "holiday" under the *Interpretation Act* of British Columbia, as amended or replaced from time to time.
12. **Interpretation.** Whenever the singular or masculine or neuter is used herein, the same will be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
13. **Governing Law.** This Covenant will be interpreted according to the laws of the Province of British Columbia. If any section or any part of this Covenant is found to be illegal or

## EXHIBIT Q-1

unenforceable, then such sections or parts will be considered to be separate and severable from this Covenant and the remaining sections or parts of this Covenant, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Covenant.

14. **Legislation.** Where there is a reference to an enactment of the Province of British Columbia in this Covenant, that reference will include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
15. **Further Assurances.** The Grantor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Covenant.
16. **No Duty to Enforce.** The parties agree that the Grantee is not responsible to inspect the Lands or to otherwise ensure compliance with this Covenant, nor is the Grantee required to remedy a default of this Covenant, and a failure to enforce this Covenant by the Grantee will not constitute a waiver of its rights hereunder.
17. **Counterpart.**
  - (a) This Covenant may be signed by original or facsimile and executed and delivered in any number of counterparts, each of which will constitute an original and all of them taken together will constitute one Covenant.
  - (b) Delivery of a counterpart to a party will be effective if made to that party or to its counsel.

**IN WITNESS WHEREOF** the parties hereto acknowledge that this Covenant has been duly executed and delivered by the parties executing Form C above which is attached hereto and forms part of this Agreement.

## EXHIBIT Q-1

### CONSENT AND PRIORITY AGREEMENT

**WHEREAS** KOOCANUSA VILLAGE COMMUNITY ASSOCIATION (Inc. No.S0060030) (the "**Chargeholder**") is the holder of a Rent Charge (the "**Charge**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Nelson Land Title Office under instrument number CA2651891.

**THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT** in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant will be binding upon its interest in and to the lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

**IN WITNESS WHEREOF** the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the Land Title Act Form C above which is attached hereto and forms part of this Agreement.

## EXHIBIT Q-1

### CONSENT AND PRIORITY AGREEMENT

**WHEREAS** 1213904 B.C. LTD. (Inc. No. BC1213904) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (collectively called the "**Charges**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Nelson Land Title Office under instrument numbers CA7663643 and CA7663644 respectively.

**THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT** in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant will be binding upon its interest in and to the Lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

**IN WITNESS WHEREOF** the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

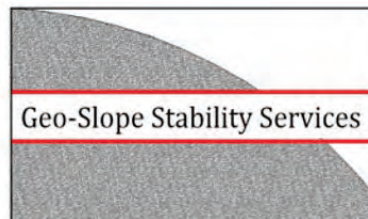
EXHIBIT Q-1  
**"SCHEDULE A"**

**KOOCANUSA VILLAGE, B.C.  
MIDDLE TERRACE PHASE 2  
GEOHAZARD AND SLOPE STABILITY  
ASSESSMENT REPORT**

**Prepared for:**  
Mulyk Consulting Inc.  
Calgary, Alberta

**On Behalf Of:**  
KV Properties Inc.  
Fernie, B.C.

**Prepared by:**



Calgary, Alberta

**Date:** February 2022  
**Geo-Slope Project No.:** 21-140

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Figure 1 Location Map of Koocanusa Village, B.C.

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## **1 INTRODUCTION**

KV Properties Inc. is planning to develop Phase 2 on the Middle Terrace at Kooconusa Village (formerly known as Sweetwater Resort), located on the west side of Lake Kooconusa, in southeastern B.C. The lake itself is a large man-made reservoir, created in 1972, which is reported to fluctuate up to 30 m on a seasonal basis. Development of the site has been ongoing for at least the last about fifteen years or so. The writer was previously involved with the development of Phase 1 of the Middle Terrace. Figure 1 shows the location of Kooconusa Village and the Middle Terrace area.

Geo-Slope Stability Services (Geo-Slope) was requested by Mulyk Consulting Inc. (Mulyk), on behalf of Mr. Reto Barrington of KV Properties Inc., to conduct a geohazard and slope stability assessment of the Phase 2 land. We understand, the assessment will be submitted to the B.C. Ministry of Transportation and Infrastructure (MoTI) (one of the Approving Authorities) in order to address Condition 3 of MoTI's letter to KV Properties Inc. dated August 25, 2021. It may also be submitted to the Regional District of East Kootenay (RDEK) (the other Approving Authority) if required. Authorization to proceed with the work was received from Mr. Peter Mulyk, P.Eng., Principal of Mulyk, on December 3, 2021.

The assessment was based on a review of available background and current project information, observations made during site visits attended by Mr. Al Overend, P.Eng., on March 16, 2021 and October 19, 2021, subsurface data from previous investigations as well as from recently excavated test pits, and the results of limit equilibrium and infinite slope stability analyses. The work was carried out to assess the Phase 2 land for residential development and delineate safe building areas. The results, including development conditions and limitations, are presented below.

## **2 REGIONAL SETTING**

Kooconusa Village is situated on the west side of the Kootenay River valley (the lower reaches and bottom of which are now flooded and known as Lake Kooconusa). Terrain-wise, the property includes undulating to gently rolling uplands (referred to as the "upper terrace") in the northwest portion and broad, level to very gently sloping, lowlands (referred to as the "lower terrace") in the southeast portion.

The terraces are separated by a prominent, moderate to steep, gullied slope which traverses the middle of the property. The so-called "Middle Terrace" area is located along the lower portion of the slope. Elevations range from over 860 m asl on the uplands to about 750 m asl on the lowlands.

Bedrock geology in the general area is composed of folded, faulted, and metamorphosed blocks of Precambrian sedimentary bedrock (GeoTour Guide, 2009-06). Metasedimentary argillites, schists, siltstones and quartzites are the main lithologies. To our knowledge, there are no exposures within the Middle Terrace area and bedrock occurs well below the surface.

The main surficial materials in the general area are glacial till, a heterogeneous mixture of clay to cobble sizes forming ground moraine, on the uplands and glaciofluvial/fluvial sediments, consisting of sands and gravels, on the lowlands. Locally, some alluvial deposits may also be found on the middle and upper valley terraces. As well, postglacial deposits include colluvium on the slopes, alluvium along the toe of the slopes and gully bottoms, and organics forming muskeg in local terrain depressions.

Surface drainage within the Middle Terrace area is southeasterly towards the lowlands and adjacent lake. To our knowledge, there are no permanent watercourses or water bodies on the terrace.



**LEGEND:**

— Village Boundary (approx.)

Scale: NTS

Source: Google Earth Image 02/13/2022

**KV PROPERTIES INC.**

**KOOCANUSA VILLAGE, B.C.  
LOCATION MAP**

	DATE:	FEBRUARY 2022
Geo-Slope Stability Services	PROJECT NO:	21-140
	FIGURE NO.:	1



### 3 SITE HISTORY AND DESCRIPTION

As noted, the Middle Terrace area is located on the lower portion of the slope separating the uplands and lowlands. Phase 2 comprises the northern portion of the Middle Terrace and extends to the north boundary of the overall property. Phase 1 is located in the southern portion of the terrace and was the site of many of the original Owner's buildings and facilities (the Marcer family ran a large ranching (mainly cattle grazing) operation at the site from the late 1950's to the early 1990's). Residential construction in Phase 1 has been ongoing for the past three years or so. Water and sewer services for both phases were installed along the central roadway (known as Middle Terrace Road) from 2010 to 2012.

The Phase 2 land is legally described as Strata Lots 65 to 82, District Lot 10348, Strata Plan EPS832, District Lot 4130, Kootenay District. A topographic plan of the subject area, based on MTech Surveys Ltd. (MTech) December 17, 2021 survey and prepared by Mulyk also dated December 17, 2021, is contained in Appendix 1, which shows the current contours and proposed layout of the subdivision.

With reference to the plan, Phase 2 consists of eighteen (18) lots in total, grouped into two main areas along the central roadway. The southern area includes nine (9) lots and is roughly rectangular in shape, approximately 235 m long, north-south, and 50 to 70 m wide, east-west, while the northern area also has nine (9) lots and is 100 to 180 m long, north-south, and 60 to 240 m wide, east-west. Phase 2 is bounded by Phase 1 to the south, future Phases 3 and 4 and sloping land on the east and west sides, and undeveloped land to the north. The only current access to Phase 2 is via Phase 1.

Overall, terrain in Phase 2 slopes from northwest to southeast. From a high of 824 m, asl at the northwest corner of the northern area, elevations drop to a low of 757 m, asl along the southeast boundary of the southern area. Total relief across the site is in the order of 67 m. Within Phase 2, the central roadway has an overall length of approximately 450 m and ascends from the Phase 1/Phase 2 boundary at an average gradient of 6.5 to 8 percent before turning to the west and culminating in a cul-de-sac.

Current conditions in the Phase 2 area are shown on selected site photos in Appendix 2. The original terrain in the southern area has been extensively modified over the years. During the original cut-and-fill construction of the central roadway, circa 2011-2012, considerable quantities of excavated granular-type fill were initially placed on the east side of the road and on the adjacent east-facing slopes (referred to as existing fill). Several years ago, some of that fill was reportedly borrowed for other earthworks projects within the village. Last summer, the removed material was replaced with excess granular fill from the village (referred to as additional or added fill). Finally last fall, the lots were rough graded to between 6.5 and 15 percent and the oversteepened east-facing slopes buttressed and dressed with surplus granular fill from the village (referred to as buttress or reclamation fill). The east-facing slopes now range in height from 12.5 to 20 m, with gradients of 39 to 44 percent (average 40 percent (2.5H:1V)).

In the northern area, at least half the terrain has been modified in the past, initially as part of the original road construction and then more recently during rough grading of the lots last summer. Local surface mining of the silty-sandy deposits near the northern boundary has also been undertaken in the past. Almost all the recent grading activity has involved minor to moderate cuts. There are only a few undisturbed (natural) areas remaining, *i.e.*, the grass-covered east/southeast-facing slopes on Lots 74 to 76 and much of the forested northeast-facing slope on Lot 82. The grass-covered slopes are 35 to 40 m in height, with gradients of 38 to 41 percent (21 to 22 degrees), while the forested slope is 7.5 to 15 m in height, with gradients of 35 to 60 percent (20 to 30 degrees). No signs of past or present instability or seepage were noted on the grass-covered slopes. The forested slope itself was not examined in detail on the ground during either of the recent site visits.

## 4 SUBSURFACE CONDITIONS

### 4.1 General

Several subsurface investigations have been carried out at Kooacanusa Village over the years. The primary investigation was undertaken by EBA Engineering Consultants Ltd. (EBA) in late 2007 and involved the excavation of a total of thirty-four (34) test pits throughout the overall area. Of those, three are located in the Middle Terrace Phase 2 area, *i.e.*, TP3, TP29 and TP30. In addition, as part of a groundwater supply investigation at the site, EBA drilled and tested an about 50 m deep water well (referred to as the Marcer Test Well) on the lower terrace in early 2008 (EBA, 2008). More recently, in March 2021, Almor Testing Services Ltd. excavated eight (8) test pits in the southern area of Phase 2 to confirm the nature of the existing granular fill and underlying native granular deposits.

Although the test pits are very shallow, *i.e.*, between 1.2 and 4.9 m deep, they provide, together with the Marcer Test Well record and numerous soil exposures in the road cuts, a good indication of the general stratigraphy at the site. The Almor and EBA test pit logs and the Marcer Well log record have been reproduced and are contained in Appendix 3. Approximate locations of the Almor and EBA test pits are shown on Drawing No. 140-1, in Appendix 1. Soil and groundwater conditions are discussed below.

### 4.2 Soil Conditions

In general, the stratigraphic profile on the upper terrace comprises a thick mantle of glacial till overlying glaciofluvial sediments and/or bedrock at considerable depth. On the lower terrace, a thick sequence of glaciofluvial/fluvial sediments rests on bedrock at depth. On the Middle Terrace, subsurface conditions are quite variable. In the south (Phase 1), thick glaciofluvial sands and gravels exist. In Phase 2, glaciofluvial sands and gravels transition to glacial till in the southern area, while glacial till transitions to surficial alluvial silts and sands over glacial till in the northern area.

Typically, the till is described as dry, very dense, silty and gravelly, with scattered cobbles. It contains occasional, up to 2.4 m thick, layers of silt, sand and/or gravel. The thickness of the till stratum is unknown; however, it may be in the order of 50 to 75 m or more on the upper terrace. Typical exposures of the material in the Phase 2 area are shown on Photos 3 and 14, in Appendix 2.

The lower terrace consists of a thick sequence of fluvial sands and gravels resting on bedrock at depth. The sands are described as fine to medium to coarse grained, and poorly to well graded, with a trace to some gravel. The gravels are sandy, with occasional cobbles. Bedrock was recorded at an approximate depth of 49 m in the Marcer Test Well, which corresponds to an elevation of about 707 m asl.

The graded lots in the southern area of Phase 2 are underlain by a variable thickness of fill, consisting of both existing granular fill and added granular fill. Typically, the combined thickness ranges from 2.5 to 6 m, but locally may be up to 10 m or more. Both materials are described as dry to damp, dense, sandy gravel fill, containing a trace to some silt and some cobbles and boulders. In most cases, based on the recently excavated test pits, it is believed the fill was placed and compacted to the equivalent of at least 98 percent of the Standard Proctor maximum dry density (SPMDD) of the material.

The buttress or reclamation fill placed on the east-facing slope is also granular in nature, but the surface dressing was reported to be somewhat siltier and sandier. According to site personnel, it was placed on the slope face and lightly to moderately track-packed with bulldozers.

### 4.3 Groundwater Conditions

Groundwater conditions on the upper terrace are not known; however, the water table is expected to occur at considerable depth. On the lower terrace, the water table is believed to be hydraulically connected to the adjacent lake (reservoir). Water levels in the reservoir are controlled and fluctuate significantly. According to the groundwater supply investigation, the average historic high water level was 748 m and the average historic low water level was 718 m (a 30 m spread). Prior to testing the Marcer Test Well, the groundwater table was measured at about 25 m below the surface (about elevation 730 m). For comparison purposes, the approximate lake elevation at about the same time was 731 m. Although unconfirmed, depths to groundwater in Phase 2 are expected to range from between 15 to 25 m in the southern area to 50 to 60 m or deeper in the northern area.

## 5 REGULATORY REQUIREMENTS

Under Section 56 of the Community Charter, if the proposed development is “on land subject to or is likely to be subject to flooding, mud flows, debris flows, debris torrents, erosion, land slip, rockfalls, subsidence or avalanche”, the local authority (MoTI and/or RDEK) may require the Owner of the land to provide “a report certified by a qualified professional that the land may be used safely for the use intended”.

Development of Kooacanusa Village is regulated by the RDEK SweetWater Zoning & Floodplain Management Bylaw No. 2127, 2009 (SweetWater Bylaw No. 2127, 2009). The distribution of land hazard ratings at Kooacanusa Village is contained in Schedule C of the SweetWater Bylaw No. 2127, 2009 and is included as Schedule C1 Overview, dated 07/04/2009, in Appendix 1. As can be seen, the majority of the sloping lands between the upper terrace and the lower terrace (where the Middle Terrace Phase 2 is situated) is designated as Zone B: Lands Partly Suitable for Development. These lands may contain areas suitable for development subject to further investigation and remedial works. For applications for subdivision or building permit on lands designated as Zone B, the Geotechnical Management Provisions in Schedule C of the SweetWater Bylaw No. 2127, 2009 require a certified report from a qualified professional confirming that the land may be used safely for the purpose intended.

In RDEK’s Lake Kooacanusa Official Community Plan (Bylaw No. 2432, 2013), Section 11.1 (Floodplains, Debris Torrent Fans and Geotechnical Hazards), Policy 3 (g) states that “development of lands in excess of 30% ..... is subject to a geotechnical assessment and the registration of a covenant identifying the hazard and remedial requirements as specified in the geotechnical assessment”.

As per the Association of Professional Engineers and Geoscientists of British Columbia (APEGBC) Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC., Revised in May 2010 (APEGBC Guidelines for Landslide Assessments), the qualified professional must submit a landslide assessment report, along with a Landslide Assessment Assurance Statement (in Appendix D of the Guidelines), to the approving authority (MoTI and/or RDEK).

## 6 GEOTECHNICAL (GEOHAZARD) ASSESSMENT

Based on review of terrain images/bylaw maps and from observations made during the site visits, there appears to be only a very low probability that either landslides, debris flows/torrents, erosion, rockfalls, subsidence or avalanche could adversely affect the Middle Terrace Phase 2 area. The only significant geohazard identified was the steepness of the natural and man-made slopes. No other geohazards were identified beyond (upslope or downslope) of the subject land.

Based on the known site conditions, it is not anticipated that either flooding (from fluctuations in Lake Koochanusa) or liquefaction (of the thick underlying glaciofluvial deposits during an earthquake) is a concern from a geotechnical standpoint. Although the potential for these hazards has not been assessed rigorously, it is believed that the potential for either in the Phase 2 area is low.

With respect to the stability of the natural and man-made slopes and the potential for residential development in the Phase 2 area, the subject lands were assessed and classified as to land considered suitable for development, land considered potentially suitable for development and land considered unsuitable for development, based on the following considerations.

- The EGBC Guidelines for Landslide Assessments indicate that developable lands should be “safe for the intended use”.
- The suggested level of safety for building sites, according to MoTI, is an annual probability of occurrence of a damaging (not life threatening) landslide of no greater than 1/475 (10% probability in 50 years).
- Conventionally accepted geotechnical engineering standards for residential development on or adjacent to sloping terrain. For a property to be developable and occupied by a permanent habitable building or structure, a Factor of Safety against sloughing of 1.5 or greater is routinely required (under static conditions) and 1.0 (under seismic conditions).

The classification of the subject lands, which is presented in Section 8, was primarily based on the latter consideration (*i.e.*, engineering standards), since the approving authority (MoTI and/or RDEK) does not, to our knowledge, currently have legally adopted “levels of landslide safety”. Details of the stability analyses undertaken to assist in establishing the geohazard classifications are presented below.

## **7 SLOPE STABILITY ANALYSES**

### **7.1 General**

Both overall (deep-seated) limit equilibrium and surficial (shallow) infinite slope stability analyses were undertaken. Analytical methods, assumptions and results are presented below.

### **7.2 Overall (Deep-Seated) Stability**

The overall (deep-seated) stability of nine (9) representative slope sections were analyzed on our in-house PC computer using a licensed GSLOPE stability package (Version 5.15, License No. 9Q6482W), produced by Mitre Software Corporation, based in Edmonton, Alberta. GSLOPE employs the Bishop’s Modified and Janbu’s Simplified methods of analysis, both of which consider moment and vertical force equilibrium. Locations of the sections, designated as L66 to L82, are shown on Drawing No. 140-1, in Appendix 1. Static conditions were employed for all sections. Seismic (earthquake) conditions were also examined for three of the sections and are discussed in Section 7.2.2 below.

#### **7.2.1 Static Analysis**

The following assumptions were incorporated into the static analysis:

- Sections were based on topographic contours/cross sections provided by Mulyk/MTech. It should be noted that the provided information reflects the impact of the latest grading.

- The slope materials consist of existing/added/buttruss granular fill (compacted sandy gravel), underlain by native till/sand and gravel and/or native till.
- Frictional and cohesive strength parameters of the materials, based on our experience, are as follows:  $\phi = 35$  degrees and  $c = 0$  kPa (existing and added granular fill),  $\phi = 33$  degrees and  $c = 0$  kPa (buttruss granular fill),  $\phi = 32$  degrees and  $c = 0$  kPa (native till/sand and gravel) and  $\phi = 32$  degrees and  $c = 2$  kPa (native till).
- According to previously recorded levels in the Marcer Test Well, the groundwater table is at least 20 m below the ground surface on the lower terrace. In order to simulate worst-case conditions, an  $ru$  value of 0.05 (equivalent to 10% saturation) was applied to all fill materials.
- The operative mode of failure is rotational, daylighting at or near the toe of the slopes.

Results of the analysis, including the overall profile, material properties and groundwater conditions, are presented on Plots 66A to 82A, in Appendix 4, and briefly discussed below. Several hundred postulated failure arcs were run for each analysis, although only the most critical of those run is shown.

Southern Area: In summary, the minimum static Factors of Safety (FOSs) of the east-facing fill slopes varies from 1.6 on Lot 66 (Plot 66A) to less than 1.5 on Lots 70, 72 and 73. The latter results are slightly less than the conventionally accepted geotechnical engineering standard (*i.e.*,  $FOS \geq 1.5$ ). As can be seen on Plots 70A, 72A and 73A, to meet the conventionally accepted standard, the postulated FOS(1.5) failure arcs for Lots 70 to 73 must intercept the ground surface 1 to 2 m behind the crest.

Northern Area: On Lot 74, the minimum static FOS of the southeast-facing natural slope is 1.5 to 1.55 (Plot 74A). Similarly on Lot 78, the minimum FOS for the east-facing cut slope is 1.6 to 1.65 (Plot 78A). On Lot 77, however, the minimum FOS is less than 1.5. As shown on Plot 77A, in order to meet the conventionally accepted standard, the postulated FOS(1.5) failure arc must intercept the ground surface about 10 m behind the crest. On Lot 82, the northeast-facing natural slope along the back of the lot has a minimum FOS of about 1.3, which is less than the standard (Plot 82A).

### 7.2.2 Pseudo-Static Seismic Analysis

For a pseudo-static seismic analysis, the properties/conditions and assumptions are the same as those for the static analysis, with the exception that a horizontal seismic coefficient is employed to simulate the effect of a potential earthquake. In the analysis, the earthquake loading is represented by a horizontal force ( $khW$ ) acting at the center of gravity of the potential sliding mass (each individual slice).  $W$  is the weight of the sliding mass (each individual slice) and  $kh$  is the horizontal seismic coefficient.

In accordance with Section 4 of the EGBC Guidelines for Landslide Assessments, the seismic coefficient was initially calculated using a preliminary approach, *i.e.*, based on the peak ground acceleration (PGA). The PGA values throughout Canada at a probability of 2% in 50 years are shown on the Geological Survey of Canada (GSC)/National Building Code of Canada (NBCC) 2010 Seismic Hazard Map #5.

Since the soils at the site are considered to be stiff to very stiff, medium dense, *etc.*, and the GSC/NBCC hazard maps are for firm ground conditions (NBCC Class C soils), a modest correction factor of 1.25 was applied. The site corrected PGA value was determined to be 0.175.

Seismic Factors of Safety using the site corrected PGA value were calculated for three of the more critical slopes, *i.e.*, the east-facing fill slope on Lot 73, the southeast-facing natural slope on Lot 74 and the northeast-facing natural slope on Lot 82. The preliminary analysis using the site corrected PGA value

resulted in FOSs ranging from 0.9 to 0.95, both less than the conventionally accepted standard for seismic loading, *i.e.*,  $FOS \geq 1.0$ . Since the above method is known to be conservative, the seismic coefficient was re-calculated using a more rigorous approach, *i.e.*, based on Bray's Equation (Equation 4), as presented in Appendix "E" of the EGBC Guidelines for Landslide Assessments. It is as follows:

$$k_{15} (= kh) = (0.006 + 0.038M) \times Sa(0.5) - 0.026$$

where:  $k_{15}$  = the horizontal seismic coefficient compactible with 15 cm of slope displacement for 2% in 50 year ground motions. This displacement is considered to be the maximum that residential wood-framed construction can safely tolerate.

$M$  = moment magnitude of the modal earthquake for the site, and

$Sa(0.5)$  = median spectral acceleration for a period of 0.5 seconds at a probability of 2% in 50 years for firm ground conditions (NBCC soil class C). As noted, it may need to be site corrected.

The EGBC Guidelines suggest a moment magnitude of 7 for all B.C. sites (earthquakes of greater magnitude rarely occur in B.C.). For conservative purposes, no correction factor was applied to the  $Sa(0.5)$  value for Class C soil (0.20), as visually derived from GSC/NBCC Seismic Hazard Map #2. In turn, the horizontal seismic coefficient ( $k_{15}$ ) for this site is calculated to be 0.05. It corresponds to ground motions with a probability of exceedance of 2 percent in 50 years (equivalent to 1 in 2475 annual probability). The last part of Bray's Equation (*i.e.*, -0.026) was excluded from the calculation.

The (pseudo-static) seismic Factors of Safety for the analyzed cases, as shown on Plots 73AX, 74AX and 82AX, are 10 to 12 percent lower than the respective static FOSs, but still well above the conventionally accepted standard for seismic conditions. These results are not unexpected as the earthquake hazard in the Columbia Valley is considered to be relatively low. In this case, and as is typical for most sites in the valley, it is the results of the static analysis that govern the developability of the site.

### 7.2.3 Southeast-Facing Slope

To assess the stability of the southeast-facing slope overlooking the Middle Terrace, a typical section from an upper bench through Lot 69 to the lower terrace was analyzed (for location, see Section A on Drawing No. 140-1). The height of the slope (above the central roadway) was about 75 m and the average gradient was 22.5 degrees. The following assumptions were incorporated into the analysis:

- The slope is comprised of glacial till overlying bedrock at depth. Native sand and gravel overlie bedrock on the lower portion of the slope and lower terrace. To simulate the Phase 2 grading, granular fills were included on the strata lot.
- Strength parameters of the materials were the same as assigned above.
- Groundwater conditions were the same as described above.
- For earthquake loading, a horizontal seismic coefficient of 0.05 was used.
- The operative mode of failure is rotational, daylighting either just above the central roadway or at toe of the overall slope.

Results of the analysis, including the overall profile, material properties and groundwater conditions, are presented on attached Plots A1, A1X and A2, in Appendix 4, and discussed below. Several hundred postulated failure arcs were run for each analysis, although only the most critical arc is shown.

As shown on Plot A1, the overall (deep-seated) FOS of the slope above the central roadway is calculated to be in the order of 1.5. When one considers the overall slope from top to bottom, which includes the Phase 2 development, the FOS is about 1.8 (Plot A2). Both values meet the conventionally accepted static slope stability standard for residential development, *i.e.*,  $FOS \geq 1.5$ .

Under earthquake loading, the stability of the portion of the slope above the central roadway is reduced as expected. With reference to Plot A1X, the FOS is calculated to be 1.3 to 1.35. Although this corresponds to a decrease of about 12 percent, the results are still well above the standard.

### 7.3 Surficial (Shallow) Stability

Where the existing overall (deep-seated) stability of a slope is acceptable, for example, on Lots 74 to 76 in the northern area or on Lots 65 and 66 in the southern area, the surficial (shallow) stability becomes the governing factor, in terms of developability. For near-surface conditions on the slopes at the site, due to freeze-thaw and weathering effects, soil density is often somewhat lower than at a greater depth below the slope surface and pore pressures may seasonally develop within the surface layer as a result of extreme climatic events (such as heavy, prolonged summer rainfalls, or during the spring break-up). Although no shallow instabilities were reported on the slopes, soil creep is likely taking place and it is possible that surficial sheet-sliding or flow-like instabilities could be triggered on the slopes in the future.

The potential for these types of instability to develop on the natural and man-made slopes in the Phase 2 area was assessed using the Infinite Slope Method (Duncan and Buchignani, 1975). In this method, the Factor of Safety against shallow sliding is defined as follows:

$$\text{Factor of Safety (FOS)} = \frac{A \tan \emptyset}{\tan \beta}$$

- where: A = parameter relating slope angle and pore pressure conditions,  
 $\emptyset$  = frictional angle of silty-sandy native till (32 degrees) or  
frictional angle of sandy gravel fill (33 degrees), and  
 $\beta$  = surface cut slope angle (20 to 25 degrees) or  
surface fill slope angle (20 to 25 degrees).

The above method assumes the surface soils on the slopes are isotropic, homogeneous and possess only internal friction, *i.e.*, no cohesion. This is considered to be reasonable given the coarser grained nature of the soils and the susceptibility of the surface zone to disturbance from seasonal frost penetration and wetting/drying cycles. However, it is somewhat conservative as it does not include an allowance for the stabilizing effect of any vegetation that may exist or develop on the slopes.

The analysis was performed on a shallow, 1 m thick, layer under the highest anticipated groundwater conditions, *i.e.*, 35 to 50 percent saturated. Results of the analysis indicate that the Factor of Safety for a 20 to 25 degree slope composed of silty-sandy native till is 0.95 to 1.25 under the highest anticipated groundwater conditions. Similarly, the FOS for a 20 to 25 degree slope composed of sandy gravel fill is 1.05 to 1.3 under the highest anticipated groundwater conditions. In summary, stability setbacks will be required adjacent to most of the natural and man-made slopes in the Phase 2 area.

## 8 DEVELOPMENT CONDITIONS AND LIMITATIONS

### 8.1 General

As noted, KV Properties Inc. intends to subdivide the Middle Terrace Phase 2 area into eighteen (18) single family lots. It is assumed that a typical one to two-storey wood-framed residential structure, with a conventional shallow foundation system, would be constructed on each lot. Underground water and sanitary sewer services have already been installed along the central roadway.

### 8.2 Geohazard Zones

Based on the results of the foregoing stability analyses, along with review of terrain images and observations, made during the site visits, the subject lands have been classified into four zones from a geohazard point of view, as follows: Zone 1 - land considered suitable for residential development, Zone 1A - land considered conditionally suitable for residential development, Zone 1B - land considered suitable for passive-type developments, and Zone 2 - land considered unsuitable for any type of development. The geohazard zones are shown on Drawing No. 140-2, in Appendix 1. The zone boundaries should be confirmed in the field by ground survey, reviewed and approved by a qualified engineer and then registered by covenant on the title. Development conditions and limitations, within each zone, are discussed below.

### 8.3 Zone 1 Land

Zone 1 includes level to gently graded (less than 10 degree) land and is primarily situated adjacent to the central roadway. It has minimum static Factors of Safety of 1.5 against both deep-seated and shallow sliding (the latter under the highest anticipated groundwater conditions) and less than a 10% chance in 50 years (equivalent to 1 in 475) of being affected by a geohazard (*i.e.*, a damaging landslide). As such, it is considered suitable for the use intended. Providing that conventional design and construction practices are followed, there are no development limitations on Zone 1 land from a geotechnical point of view.

### 8.4 Zone 1A Land

Zone 1A consists of land adjacent to Zone 1 land that currently has minimum static Factors of Safety of less than 1.5 against deep-seated or shallow sliding (the latter under the highest anticipated groundwater conditions) and more than a 10% chance in 50 years (equivalent to 1 in 475) of being affected by a geohazard (*i.e.*, a damaging landslide). However, residential development of portions of this land may be possible subject to further site-specific geotechnical assessment/investigation, including confirmation of subsurface conditions and sufficient deep-seated stability, as well as review and approval of proposed grading plans. On this basis, Zone 1A land may be considered conditionally suitable for the use intended.

### 8.5 Zone 1B Land

Zone 1B consists of a narrow strip of land between Zone 1 land and the top of bank (slope) on Strata Lots 65 to 73. It has a minimum static Factor of Safety of less than 1.5 against deep-seated sliding and more than a 10% chance in 50 years (equivalent to 1 in 475) of being affected by a geohazard (*i.e.*, a damaging landslide). While permanent habitable buildings or structures are not permitted in Zone 1B, passive-type backyard developments, such as recreational uses, chairs/tables/benches, lawns/gardens, fire-pits, temporary sheds, *etc.*, are acceptable. Hence, Zone 1B land is considered suitable for the use intended.



## 8.6 Zone 2 Land

Zone 2 includes the moderately steep to very steep natural and man-made slopes at the site. Gradients typically range between 20 and 35 degrees. Zone 2 land has minimum static Factors of Safety against both deep-seated and shallow sliding of less than 1.5 and more than a 10% chance in 50 years (equivalent to 1 in 475) of being affected by a geohazard (*for example*, a damaging landslide). Therefore, no development (including any alteration or modification) of Zone 2 land is recommended from a geotechnical point of view.

A restrictive covenant should be placed on Zone 2 land in this regard.

## 8.7 General Development Guidelines

The stability of the moderately steep to very steep natural and man-made slopes (and, hence, the safety of the Phase 2 development on the Middle Terrace) must be maintained. The following guidelines are recommended for all planned development on or adjacent to the slopes.

- No unauthorized fill should be placed on, or at the crest of, the slopes, without the prior review and approval of a qualified geotechnical engineer.
- No cuts should be made on, or at the toe of, the slopes, without the prior review and approval of a qualified geotechnical engineer.
- If surface runoff cannot be conveyed into the local storm sewer system, it should be collected and discharged in a controlled manner (*i.e.*, in a lined channel) down the slopes. Alternatively, provided the runoff is not concentrated, it may be discharged as sheet flow down the slopes, provided they are or are expected to become well vegetated.

## 9 CLOSURE

A geohazard and slope stability assessment of the Middle Terrace Phase 2 area at Kooacanusa Village in southeastern B.C. has been completed on the basis of a review of current and previously collected subsurface information, observations made during the site visits, and the results of limit equilibrium and infinite slope stability analyses.

In summary, and excepting the moderately steep to very steep natural and man-made slopes, the subject lands are considered to be suitable or conditionally suitable for residential development. The only significant natural hazard identified at the site was the moderately steep to very steep slopes, all of which are considered to be unsuitable for development. A geohazard map was prepared (Drawing No. 140-2) and development conditions and limitations have been provided. It is recommended that the zone boundaries be confirmed in the field by ground survey and be registered by covenant.

It should be noted that the geohazard map is based on the most recent site grading. All future terrain modifications should be reviewed by a qualified geotechnical engineer.

A completed and signed EGBC Revised 2010 Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia "Appendix D" Landslide Assessment Assurance Statement accompanies this report.

This assessment report is based on conditions reported during the shallow subsurface investigations and from observations made during the site visits, both of which were conducted with generally accepted geotechnical engineering principles and practices. Although the conditions/observations are considered to be reasonably representative of the site, it should be noted that natural soil and groundwater conditions can be variable. No other warranty, expressed or implied, is made. Geo-Slope and/or Almor should be contacted if subsurface conditions encountered during construction differ from those anticipated and/or interpreted from the current field information.

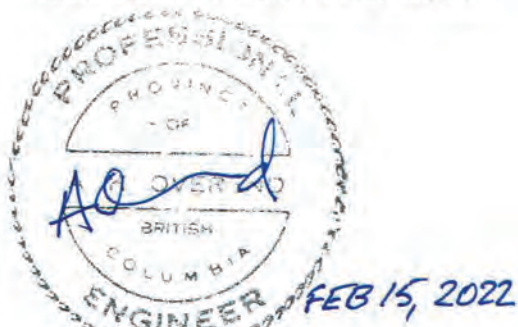
Individual recommendations presented in this assessment report should not be used out of context with the rest of the report. Interpretation of any part of this report should be made in consultation with Geo-Slope and/or Almor. Any use of or reliance on this report by a third party is the responsibility of the said party and Geo-Slope and Almor accept no responsibility for any damages suffered by said party as a result of decisions made or actions taken based on this report.

If you have any questions, please contact the writer at your convenience.

Sincerely,

GEO-SLOPE STABILITY SERVICES

Reviewed by:



A.H. Overend, P.Eng.  
Senior Geotechnical Engineer  
EGBC Permit to Practice No. 1000524

J.B. Montgomery, P.Eng. (Principal)  
Senior Geotechnical Engineer (Almor)  
EGBC Permit to Practice No. 1000818

**10 REFERENCES**

- 1) Duncan, J.M. and Buchignani, A.L. An Engineering Manual for Slope Stability Studies. Department of Civil Engineering, University of California, Berkeley. March 1975.
- 2) Biophysical Resources of the East Kootenay Area: Soils. Report No. 20, British Columbia Soil Survey. Wildlife Technical Monograph TM-1. B.C Ministry of Environment, March 1990.
- 3) Lake Koochanusa Resort, Preliminary Geohazard and Geotechnical assessment. Letter-report prepared by EBA Engineering Consultants Ltd. for UMA Engineering Ltd., on behalf of Marcers Ranch Ltd, dated April 23, 2008.
- 4) Groundwater Supply Investigation, Proposed Koochanusa Lake Resort BC. Report prepared by EBA Engineering Consultants Ltd. for UMA Engineering Ltd., on behalf of Marcer's Ranch Ltd, dated May 5, 2008.
- 5) GeoTour Guide for the West Kootenay, British Columbia. Geological Survey of Canada Open File 6135, and British Columbia Geological Survey Geofile 2009-06.
- 6) Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia. Prepared by APEGBC. Revised May 2010.
- 7) Seismic Hazard Maps #1 to #5. Geological Services of Canada, Natural Resources Canada, 2010.
- 8) Sweetwater Resort, Middle Terrace Development (Lots 18 to 64). Slope Stability Assessment (Consolidated) prepared by Rangeland Conservation Service Ltd. for Mulyk Consulting Inc., on behalf of Marcer Ranching Ltd. Dated December 2015.

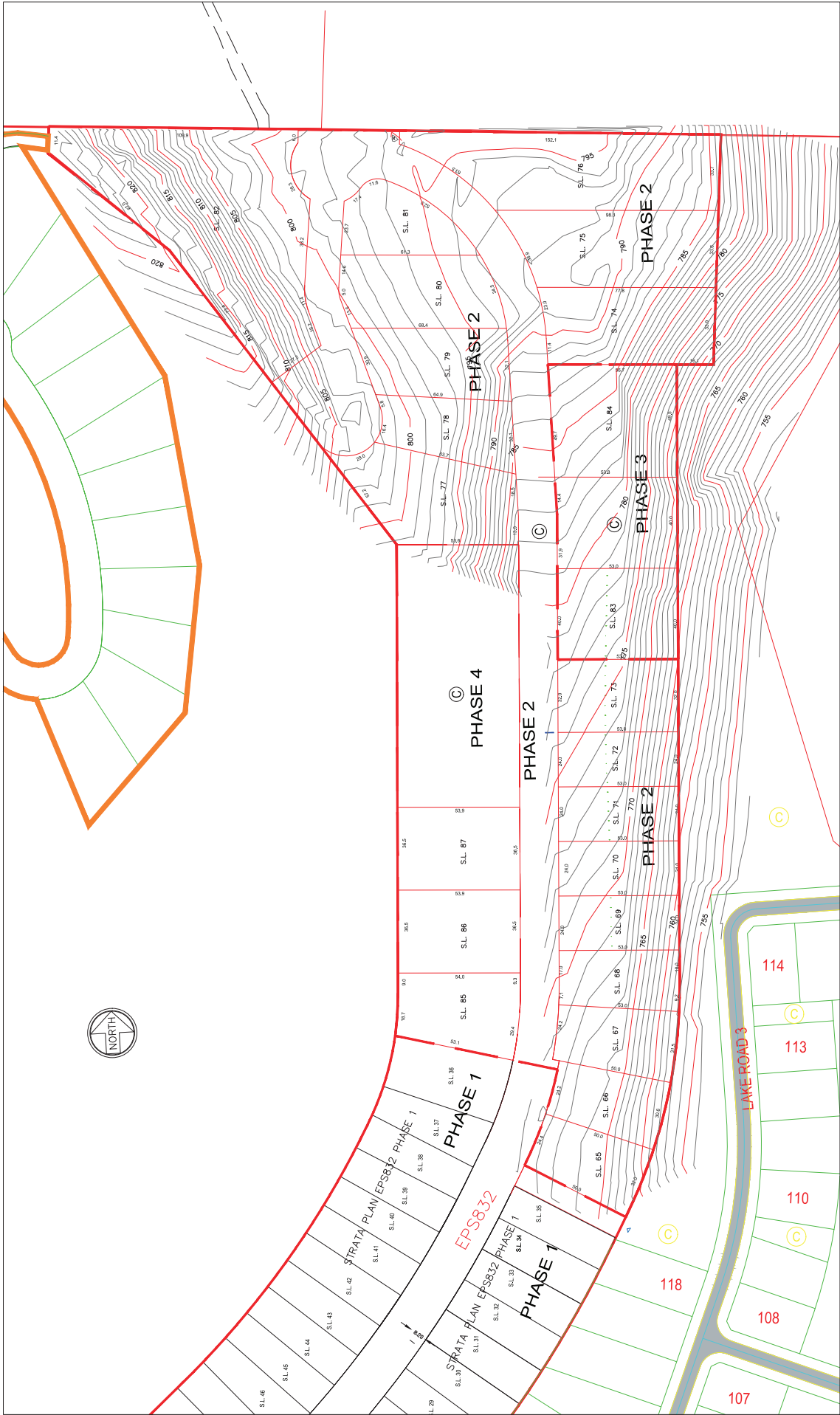
## **EXHIBIT Q-1**

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment

### **Appendix 1**

#### **Topographic Site Plan, RDEK Hazard Map and Drawings**

# EXHIBIT Q-1



DRAWING DETAILS		CLIENT	
DATE	DEC. 12, 2021	<b>KV PROPERTIES INC.</b> KOOCANUSA VILLAGE (PLAN EPS832) TOPO PLAN PHASE 2 MIDDLE TERRACE DRAWING NO. PH.2.EPS832	CLIENT
DESIGNED BY	PRELIMINARY		
FOR INFORMATION	DEC. 17, 2021		
FOR APPROVAL			
DESIGNED BY	GM	<b>Malyk</b> CONSULTING INC. Suite 600, 1444, 8th Street SW Calgary, Alberta, T2P 8B2 T: 403.244.2172 F: 403.229.3778	CONSULTANT
APPROVED BY	PM		
FOR REVIEW			
FOR PRODUCTION			
DATE	DEC. 12, 2021	KV PROPERTIES INC. KOOCANUSA VILLAGE (PLAN EPS832) TOPO PLAN PHASE 2 MIDDLE TERRACE DRAWING NO. PH.2.EPS832	CLIENT
DESIGNED BY	PRELIMINARY		
FOR INFORMATION	DEC. 17, 2021		
FOR APPROVAL			
DESIGNED BY	GM	<b>Malyk</b> CONSULTING INC. Suite 600, 1444, 8th Street SW Calgary, Alberta, T2P 8B2 T: 403.244.2172 F: 403.229.3778	CONSULTANT
APPROVED BY	PM		
FOR REVIEW			
FOR PRODUCTION			

Legend

- Shoreline
- Slope Subback Line



- A: Riparian Area Suitable For Development
- B: Land Potentially Suitable For Development
- C: Land Not Presently Suitable For Development

EXHIBIT Q-1



For office use:

This is Schedule C1 of Bylaw No. 2177, and is subject to the provisions of the Zoning & Geotechnical Management Bylaw No. 2177, 2008.

Mayor/Chair

T. V. Chan

April 8, 2020

Date

SCHEDULE

**C1**  
Overview

Date: 07/02/2020 Scale: 1:500 / 1:100  
File: L:\08\_Comp\Projects\2018\181212\_SweetWater\_Geotechnical

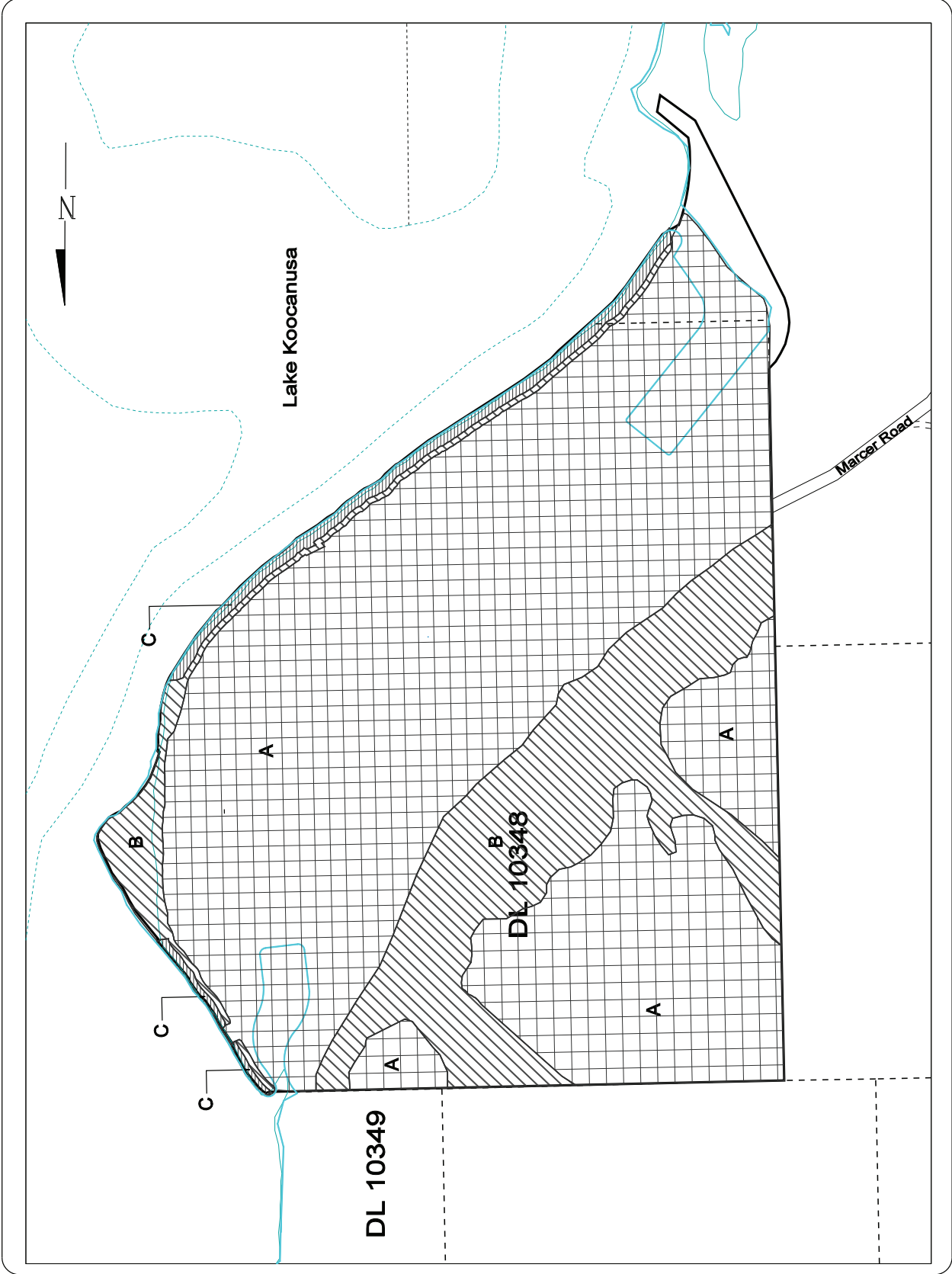
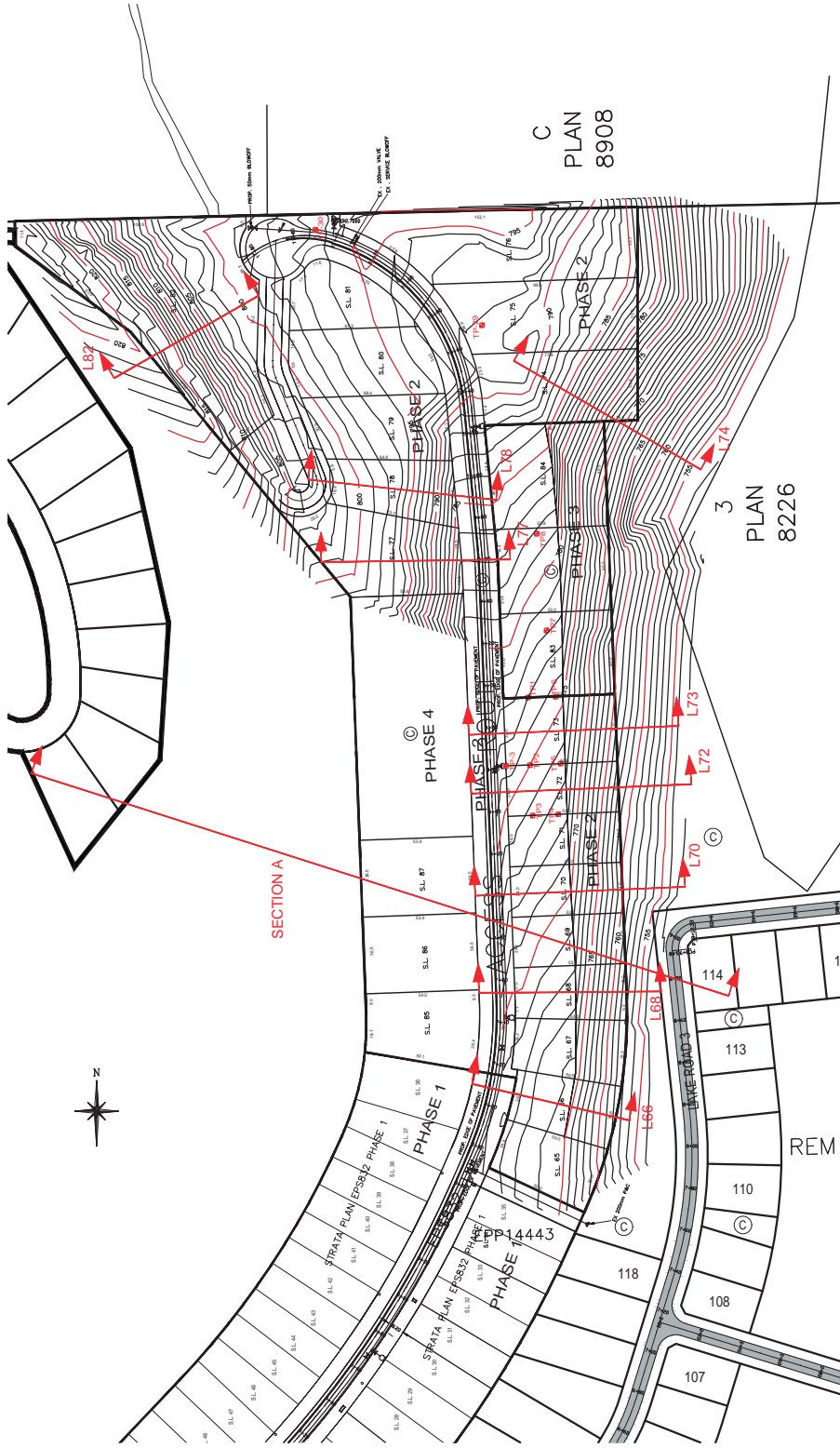


EXHIBIT Q-1



SCALE = 1:2000

NOTE:

- Legal boundaries and topographic contours from Mulyk Consulting Inc. Auto Cad Drawing KV-JAN\_3\_2022GEO-.dwg. Dated 02/10/2022

LEGEND

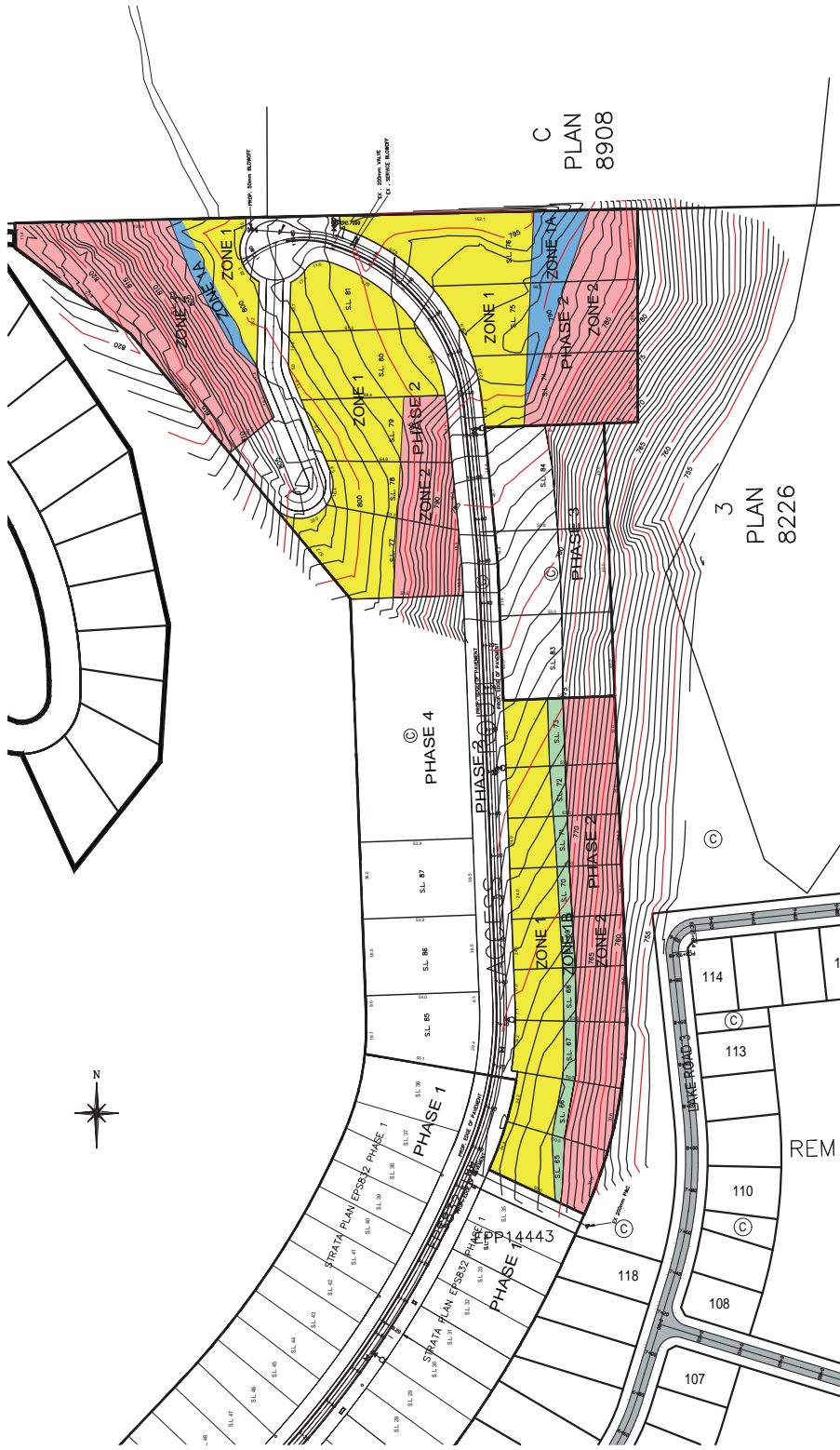
- Stability Section
- Ahmor 2021 Test Pit Location (approx.)
- EBA 2007 Test Pit Location (approx.)

KV PROPERTIES INC.

KOOCANIUSA VILLAGE B.C.  
MIDDLE TERRACE PHASE 2  
TEST PIT AND SECTION LOCATIONS

DATE:	FEBRUARY 2022
PROJECT NO.:	21-140
DRAWING NO.:	140-1

EXHIBIT Q-1



SCALE = 1:2000

LEGEND

- ZONE 1  
Land considered suitable for residential development
- ZONE 1A  
Land considered conditionally suitable for residential development. See report.
- ZONE 1B  
Land considered suitable for passive-type development. See report.
- ZONE 2  
Land considered unsuitable for any type of development.

NOTE:

1. Legal boundaries and topographic contours from Mulyk Consulting Inc. Auto Cad Drawing KV-JAN\_3\_2022GEO-.dwg. Dated 02/10/2022

KV PROPERTIES INC.

KOOCANUSA VILLAGE, B.C.  
MIDDLE TERRACE PHASE 2  
GEOHAZARD MAP

DATE:	FEBRUARY 2022
PROJECT NO.:	21-140
DRAWING NO.:	1402

Geo-Slope Stability Services



## **EXHIBIT Q-1**

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment

### **Appendix 2**

#### **Selected Site Photos**

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 1: Middle Terrace Phase 2. Looking northward up central roadway from north end of Phase 1. Note steep to very steep forested slopes on left side. Photo by P. Mulyk (April 13, 2021).



Photo 2: View of Lots 71 to 73 in southern area of Phase 2. Granular fill was previously removed from these lots (March 16, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 3: Middle Terrace Phase 2. Silty-sandy glacial till exposed in 3 to 4 m high road cut along west side of central roadway. Note talus (scree) accumulation along toe (March 16, 2021).



Photo 4: Test pit on Lot 73. Existing granular fill is exposed over thin dark topsoil and medium brown sandy gravel (March 16, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 5: Middle Terrace Phase 2. Badly eroded/locally sloughing granular fill on east-facing slope in southern area (October 19, 2021).



Photo 6: View of oversteepened granular fill slope, looking northerly. Material is very coarse. Slopes locally exceed 35 degrees (March 16, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 7: Middle Terrace Phase 2. Looking north along crest of east-facing slopes on Lots 72 and 73 in southern area (October 19, 2021).



Photo 8: Looking southerly along east-facing slopes between southern and northern areas. Note transition from natural slope (in foreground) to oversteepened granular fill slope in distance (March 16, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 9: Middle Terrace Phase 2. Looking north along crest of east-facing slope between southern and northern areas (March 16, 2021).



Photo 10: Profile view of undisturbed (grass-covered) southeast-facing slope on Lots 74 to 76 in northern area. Oversteepened granular fill slope can be seen in foreground (March 16, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 11: Middle Terrace Phase 2. Recently graded Lots 74 to 76 in northern area, looking to the northeast. Fence along north boundary of overall development can be seen in distance (October 19, 2021).



Photo 12: Looking west from central roadway at recently graded Lots 77 to 80 in northern area (October 19, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 13: Middle Terrace Phase 2. Profile view of graded east-facing slope on Lots 77 and 78, looking southerly. Surficial silts and sands were encountered in this area (October 19, 2021).



Photo 14: Profile view of steep road cut along rear (southwestern) boundary of Lot 82. Material exposed is glacial till (March 16, 2021)



## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 15: Middle Terrace Phase 2. View of graded lots in southern area, looking northward, with central roadway on left, following final rough grading. Photo by E. Mueller (November 30, 2021).



Photo 16: Profile view of east-facing slopes in southern area following buttressing/dressing. Photo by E. Mueller (November 30, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 17: Middle Terrace Phase 2. Looking southward at buttressed/dressed east-facing slopes between southern and northern areas. Photo by E. Mueller (November 30, 2021).



Photo 18: Central roadway between southern and northern areas following final rough grading. Photo by E. Mueller (November 30, 2021).

## EXHIBIT Q-1

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment



Photo 19: Middle Terrace Phase 2. Looking to the northeast across central roadway towards Lots 74 to 76 in northern area, following final rough grading. Photo by E. Mueller (November 30, 2021).



Photo 20: Looking northerly across Lots 78 to 81 in northern area, following final rough grading. Photo by E. Mueller (November 30, 2021).

**EXHIBIT Q-1**

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment

**Appendix 3**

**Test Pit Logs and Water Well Summary**

## EXHIBIT Q-1

### TEST PIT LOGS Koocanusa Village - Phase 2 and 3

#### Test Pit No. 1 - Ph 2

Location: N end, front of lot

- 0.0 - 1.2m**      **Sandy GRAVEL (Fill)**  
- brown  
- trace to some silt  
- some cobbles to boulders @ 1.2m  
- thin layer of silt, trace organics  
- insitu surficial material below fill, on top of gravel
- 1.2m - 1.8m**      **Very Dense Hard Insitu Sandy GRAVEL**
- End of Test Pit @ 1.8m**

#### Test Pit No. 2 - Ph 2

Location: S of Test Pit No. 1, on the west side, offset from the roadway property line

- 0.0 - 0.5m-0.7m**      **Sandy GRAVEL (Fill)**  
- trace of wood debris  
- insitu thin layer of silt  
- trace organics  
- sandy below 1.7m  
- sandy gravel  
- trace of silt to some silt
- 0.7m - 1.5m**      **Insitu Sandy GRAVEL**  
- some cobbles to boulders
- End of Pit @ 1.5m**

#### Test Pit No. 3 - Ph 2

Location: S of Test Pit No. 2, W side of lot, adjacent to roadway some 9m inside property

- 0.0 - 0.1m**      **Sandy GRAVEL (Fill)**  
- brown to black  
- thin layer of silt  
- trace organics
- 0.1m - 1.0m**      **Insitu Sandy GRAVEL**  
- trace of silt  
- some cobbles to boulders  
- compact
- End of Test Pit @ 1.2m**

## EXHIBIT Q-1

### TEST PIT LOGS Kooacanusa Village - Phase 2 and 3

#### Test Pit No. 4 - Ph 2

Location: towards 5.0m from crest-of-slope at back of lot in cut area of Phase 2 from last year

- 0.0 - 1.5m-1.7m Sandy GRAVEL (Fill)**  
- trace of silt  
- dense
- 1.7m - 2.3m Insitu Sandy GRAVEL**  
- trace of silt  
- some cobbles to boulders  
- compact

**End of Test Pit @ 2.3m**

#### Test Pit No. 5 - Ph 2

Location: N of Test Pit No. 4, straight east of Test Pit No. 2, Phase 2

- 0.0 - 2.0m Sandy GRAVEL (Fill)**  
- olive to grey  
- trace of silt  
- frequent cobbles to boulders  
- dense
- 2.0m - 3.4m Insitu Sandy GRAVEL**  
- trace of silt  
- cobbles to boulders  
- compact to dense

**End of Test Pit @ 3.4m**

#### Test Pit No. 6 - Ph 2

Location: Phase 2, immediately E of Test Pit No. 1, 5.0m from crest-of-slope, back of lot

- 0.0 - 1.0m Sandy GRAVEL (Fill)**  
- trace of silt  
- damp to moist  
- dense
- 1.0m - 2.5m Insitu Sandy GRAVEL**  
- trace of silt  
- damp  
- compact to dense

**End of Test Pit @ 2.5m**

## EXHIBIT Q-1

### TEST PIT LOGS Koocanusa Village - Phase 2 and 3

#### Test Pit No. 7 - Ph 3

Location: back of lot, 5.0m from crest-of-slope, filled and not cut for borrow at a later date

**0.0 - 1.7m-1.9m Sandy GRAVEL (Fill)**

- some silt to 0.3m
- trace of silt
- cobbles to boulders
- dense

**1.9m - 2.5m Insitu Sandy GRAVEL**

- trace of silt
- some cobbles to boulders
- compact
- sand pockets

**End of Test Pit @ 2.5m**

#### Test Pit No. 8 - Ph 3

Location: north on the back of lot, some 5.0m from crest-of-slope

**0.0 - 2.4m Sandy GRAVEL (Fill)**

- some silt to 0.3m
- trace silt
- cobbles to boulders
- dense

**2.4m - 3.5m Insitu Sandy GRAVEL**

- trace of silt
- some cobbles to boulders
- more sandy material than the fill
- compact

**End of Test Pit @ 3.5m**

EXHIBIT Q-1

**TABLE 1: KOOCANUSA TESTPIT LOGS AND PERCOLATION TEST RESULTS**

Testpit No.	Depth of Soil (m)	Sample Taken	Soil Description
TP01	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, red brown
	0.3 - 1.5	X	GRAVEL with medium grained sand, rounded to sub-rounded coarse grained gravels, clast supported, compact to loose, dry, brown
	1.5 - 3.0	X	GRAVEL with coarse grained sand, sub-rounded cobbles (~10%), damp, gray
TP02	0 - 0.3	X	TOPSOIL, silty, rootlets, dry to damp, brown
	0.3 - 4.9	X	GRAVEL with medium to coarse grained sand, trace silt, sub-angular to sub-rounded coarse grained gravels, 50/50 clast/matrix, stratified, poorly graded, brown
TP03	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 1.8	X	SILT with angular to sub-angular, coarse gravels, scattered cobbles, dense, dry, light brown
	1.8 - 4.0	X	TILL, silt with increase in gravels, very dense, damp, brown
TP04	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, dark brown
	0.3 - 1.2	X	SILT with coarse, angular to sub-rounded gravels, scattered cobbles, compact silt fragments, matrix supported, dry, light brown
	1.2 - 1.5	X	TILL, silt with gravels, very dense, damp, brown
TP05	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, dark brown
	0.3 - 1.2	X	SILT with coarse, angular to sub-rounded gravels, scattered cobbles, compact silt fragments, matrix supported, dry, light brown
	1.2 - 1.9	X	GRAVEL AND SILT, coarse grained, damp, brown
	1.9 - 3.3	X	TILL, silt with gravels, very dense, damp, brown
TP06	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, dark brown
	0.3 - 0.6	X	SILT with coarse, angular to sub-rounded gravels, scattered cobbles, compact silt fragments, matrix supported, dry, light brown
	0.6 - 1.2	X	GRAVEL AND SILT, coarse grained, damp, brown
	1.2 - 1.5	X	TILL, silt with gravels, very dense, damp, brown
TP07	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT with sub-angular to sub-rounded, coarse gravels, dry, light brown
	0.8 - 1.5	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP08	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.6	X	SILT with sub-angular to sub-rounded, coarse gravels, dry, light brown
	0.6 - 1.2	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP09	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT with sub-angular to sub-rounded, coarse gravels, , dry, light brown
	0.8 - 1.5	X	TILL, silty, very dense with sub-angular to sub-rounded coarse gravels, scattered cobbles, dry to damp, light brown
TP10	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT with sub-angular to sub-rounded, coarse gravels, dry, light brown
	0.8 - 1.5	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP11	0-0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.6	X	SILT, massive, loose, dry, light brown
	0.6 - 1.2	X	GRAVEL and SAND with scattered cobbles, sub-angular to sub-rounded clasts, medium grained sand, compact, brown
	1.2 - 1.8	X	SAND and GRAVEL with clay and silt, sub-angular to sub-rounded clasts, compact, damp, brown
	1.8 - 2.7	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP12	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT, massive, loose, dry, light brown
	0.8 - 2.4	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP13	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT with sub-angular to sub-rounded coarse gravels, loose, dry, light brown
	0.8 - 2.4	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP14	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT, massive, loose, dry, light brown
	0.8 - 1.2	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown



EXHIBIT Q-1

TABLE 1: KOOCANUSA TESTPIT LOGS AND PERCOLATION TEST RESULTS

Testpit No.	Depth of Soil (m)	Sample Taken	Soil Description
TP15	0 - 0.3	X	TOPSOIL and SILT, rootlets, damp, brown
	0.3 - 1.2	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP16	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.8	X	SILT, massive, loose, dry, light brown
	0.8 - 1.5	X	TILL, silty, dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP17	0 - 0.3	X	TOPSOIL and SILT, rootlets, dry to damp, brown
	0.3 - 0.6	X	SILT with gravel and cobbles, some sand, dry, light brown
	0.6 - 3.3	X	GRAVEL with fine grained sand and silt grading into coarse sand, gravels are sub-angular to sub-rounded, cobbles
TP18	0 - 0.3	X	TOPSOIL, sandy silt with some sub-rounded coarse gravels (~ 15%), rootlets, dry, brown
	0.3 - 0.6	X	GRAVEL with medium grained sand, sub-rounded coarse grained gravels, compact, dry to damp, light brown
	0.6 - 3.0	X	SAND with fine to coarse grained sub-angular to sub-rounded gravel, cobbles (~ 10%), well graded
TP19	0 - 0.3	X	TOPSOIL and SILT, rootlets, dry, brown
	0.3 - 1.8	X	SILT, massive, dry, light brown
	1.8 - 3.0	X	SILT, massive, damp, brown
TP20	0 - 0.3	X	TOPSOIL, silt and fine sand, rootlets, dry, brown
	0.3 - 0.6	X	SAND, fine grained, massive, dry, brown
	0.6 - 1.2	X	SAND, fine grained with rounded, coarse grained gravels, loose, dry, brown
	1.2 - 1.5	X	SAND, medium grained, dry, brown
	1.5 - 2.1	X	GRAVEL with sand, rounded, coarse grained
	2.1 - 3.0	X	GRAVEL with fine grained sand and silt grading into coarse sand, gravels are sub-angular to sub-rounded, cobbles
TP21	0 - 1.0	X	SAND, fine grained, massive, dry, brown
	1.0 - 2.1	X	SAND and GRAVEL, sub-rounded to rounded coarse grained, cobbles (~ 5%), damp, gray, groundwater encountered at 2.1 m bgs
TP22	0 - 0.3	X	SILT, massive, damp, brown
	0.3 - 0.4	X	GRAVEL with silt, damp, brown
	0.4 - 1.5	X	SAND and GRAVEL, sub-rounded to rounded, coarse grained, cobbles (~ 5%), damp, gray, groundwater encountered at 2.1 m below ground surface
TP23	0 - 1.2	X	SILT, massive, dense, dry, light brown
	1.2 - 4.3	X	GRAVEL and SAND with scattered cobbles, sub-angular to sub-rounded clasts, coarse grained sand and gravel, damp to moist, gray brown
TP24	0 - 1.5	X	SILT, massive, compact to dense, dry, light brown
	1.5 - 4.0	X	SAND, fine grained, massive, damp, gray brown
TP25	0 - 1.2	X	SILT, massive, compact, damp, brown
	1.2 - 2.0	X	SAND, fine grained, massive, damp, gray brown, silt lense between 1.5 and 1.8 m bgs
	2.0 - 2.8	X	GRAVEL and SAND with scattered cobbles, sub-rounded to rounded, coarse grained gravels, damp to moist, gray brown
TP26	0 - 1.2	X	SILT, massive, blocky, compact, dry, light brown
	1.2 - 2.0	X	SAND, medium to coarse grained, massive, scattered sub-rounded coarse gravels, damp to moist, brown
	2.0 - 2.9	X	GRAVEL and SAND, coarse grained, sub-rounded to rounded clasts, damp to moist, gray brown
	2.9 - 4.3	X	SAND with gravel, coarse grained, damp to moist, gray brown
TP27	0 - 0.6	X	SILT with some gravels, dry, brown
	0.6 - 1.2	X	GRAVEL with sand, sub-rounded to rounded, coarse to medium grained, damp, brown
	1.2 - 2.4	X	SAND, coarse grained with sub-rounded to rounded, coarse gravels, damp, brown
	2.4 - 3.0	X	SAND, medium to coarse grained with scattered gravels, damp, brown
TP28	0 - 0.6	X	TOPSOIL, silty, rootlets, damp, dark brown
	0.6 - 1.5	X	SILT with some clay, loose, dry, light brown
	1.5	X	BEDROCK, fractured schist?
TP29	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 2.0	X	SAND, very fine grained, trace silt, massive, dry, light brown
	2.0 - 2.6	X	SAND, fine grained, massive, damp, gray brown
	2.6 - 3.3	X	SAND, fine grained, massive, clean, salt and pepper, damp, gray

**EXHIBIT Q-1**

**TABLE 1: KOOCANUSA TESTPIT LOGS AND PERCOLATION TEST RESULTS**

Testpit No.	Depth of Soil (m)	Sample Taken	Soil Description
TP30	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, dark brown
	0.3 - 1.0	X	SILT, massive, compact, damp to dry, light brown
	1.0 - 1.5	X	SAND with silt, fine grained, massive, dry, light brown
	1.5 - 2.7	X	SAND, fine grained, massive, clean, salt and pepper, damp, gray
TP31	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 1.2	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP32	0 - 0.3	X	TOPSOIL
	0.3 - 0.6	X	SILT
	0.6 - 1.2	X	GRAVEL, coarse grained with fine grained sand, sub-angular to sub-rounded clasts, cobbles, dry, light brown
	1.2 - 2.1	X	GRAVEL, coarse grained with silt, damp, brown
	2.1 - 2.4	X	TILL, silty, very dense with sub-angular to sub-rounded coarse gravels, scattered cobbles, dry to damp, light brown
TP33	0 - 0.3	X	TOPSOIL, silty, rootlets, damp, brown
	0.3 - 0.6	X	SILT, massive, compact, damp, brown
	0.6 - 1.2	X	GRAVEL, coarse grained with silt and very fine sand, rounded cobbles, dry, light brown
	1.2 - 3.0	X	GRAVEL, coarse grained with fine sand, rounded cobbles, damp, brown
	3.0 - 3.3	X	TILL, silty, very dense with sub-angular to sub-rounded, coarse gravels, scattered cobbles, dry to damp, light brown
TP34	0 - 0.3	X	TOPSOIL, silty with some gravels, damp, dark brown
	0.3 - 2.1	X	GRAVEL, coarse grained with fine grained sand and some silt, sub-angular to rounded clasts, well graded, scattered cobbles, dry, light brown
	2.1 - 3.3	X	GRAVEL, silty, sandy, clayey, very well graded, sub-rounded to rounded clasts, scattered cobbles, damp, brown

**EXHIBIT Q-1**

**WELL & WATER LEVEL LOG**

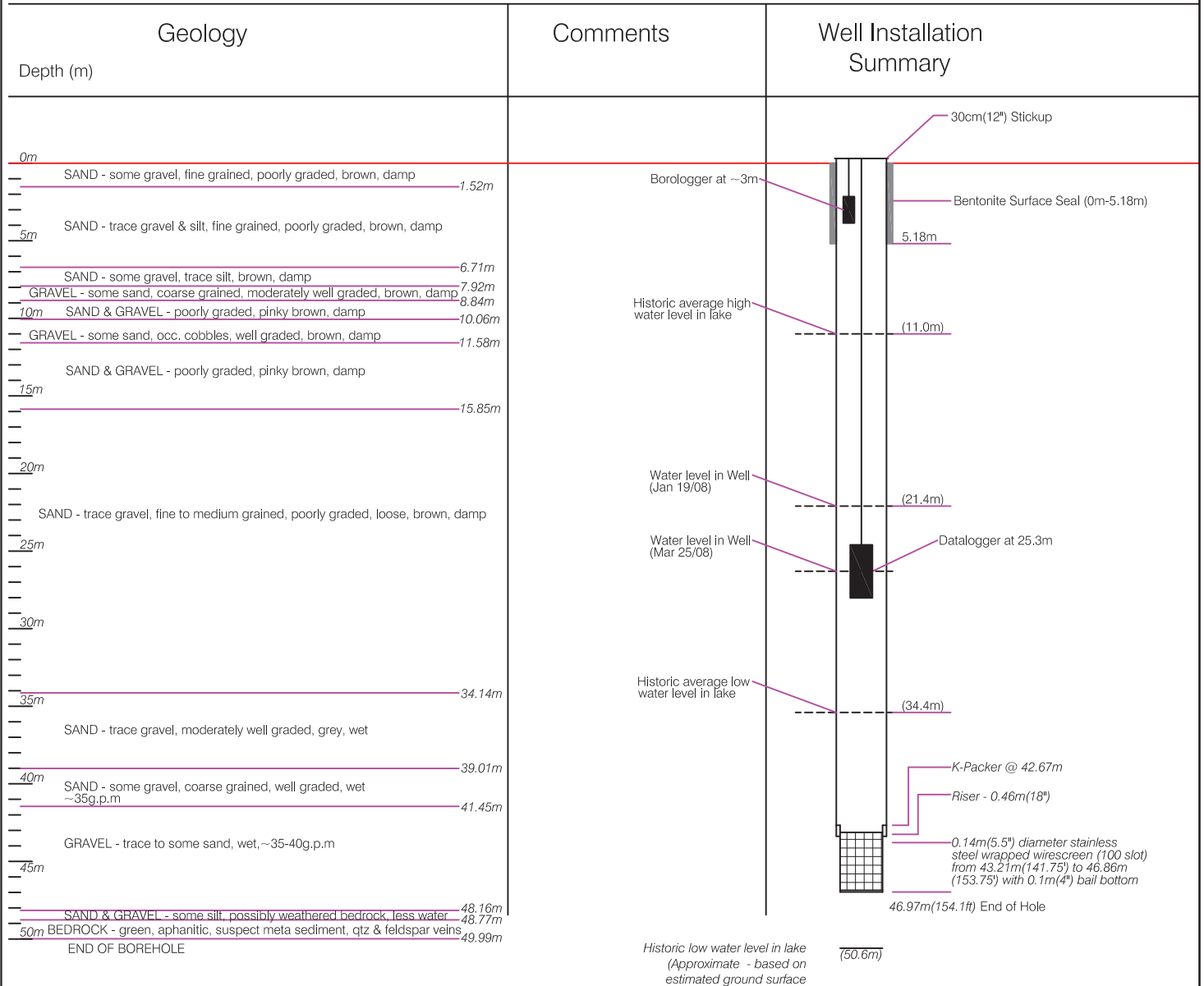
BOREHOLE NO.

**MARCER TEST WELL**

PURPOSE OF HOLE: TEST WELL  
 DRILLING METHOD: DUAL AIR ROTARY

GROUND ELEVATION (m-asl): 756 (approx.)  
 CASING STICK UP: 0.3m  
 DEPTH TO STATIC WATER LEVEL: 21.435mbtoc (Jan. 19, 2008)  
 BC MOE WELL TAG NO.: 22866

DRILLING CONTRACTOR: JR DRILLING  
 DRILLING DATES: January 14, 2008



Q:\kelowna\Drawings\K23101173\K23101173-001 FIGURE 02.dwg [Figure 02] April 24, 2008 - 12:46pm mtdrnsk

CLIENT

MARCERS RANCH LTD.

**GROUNDWATER SUPPLY INVESTIGATION  
 PROPOSED KOOCANUSA LAKE RESORT, B.C.**

**BOREHOLE STRATIGRAPHY, WELL  
 CONSTRUCTION DIGRAM AND HISTORIC  
 LAKE WATER LEVEL FLUCTUATIONS**

**EBA Engineering  
 Consultants Ltd.**



PROJECT NO. K23101173.001	DWN MR	CKD DW	REV -
OFFICE EBA-KELOWNA	DATE April 24, 2008		

**Figure 2**

## **EXHIBIT Q-1**

Koocanusa Village, B.C., Middle Terrace Phase 2 - Geohazard and Slope Stability Assessment

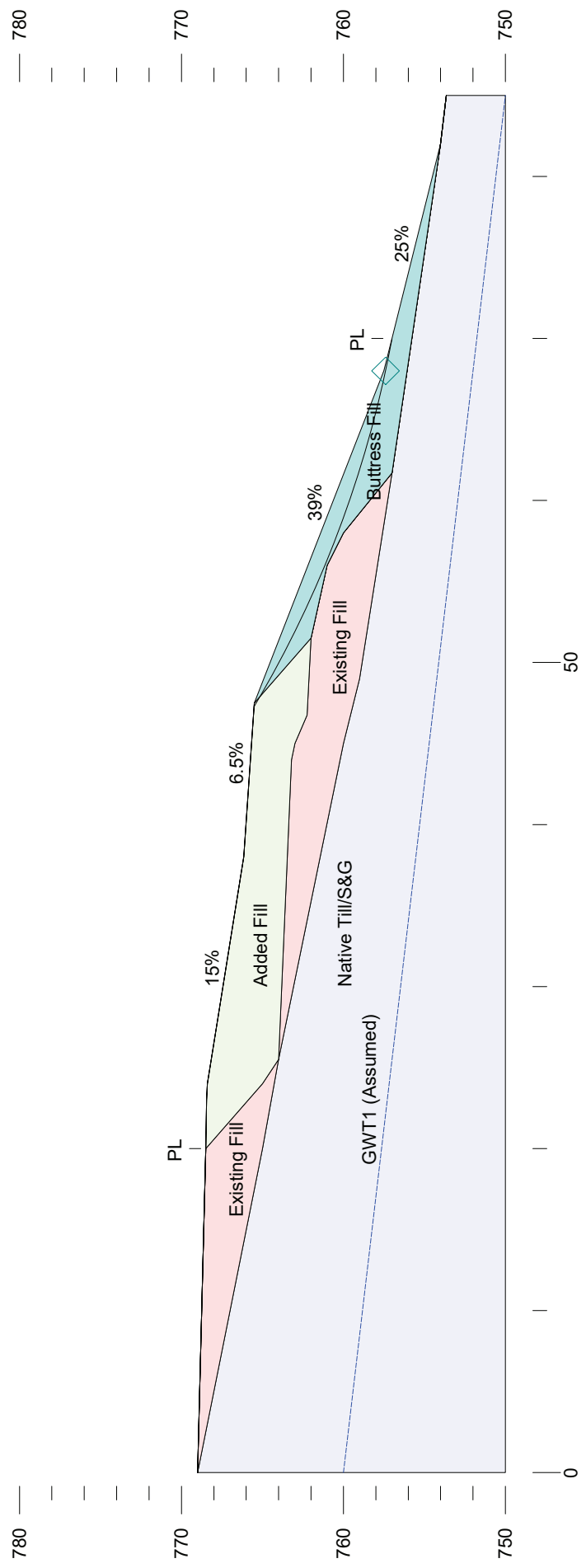
### **Appendix 4**

### **Slope Stability Plots**

Gamma C      Phi      Piezo      Ru  
 kN/m<sup>3</sup>      kPa      deg      Surf.

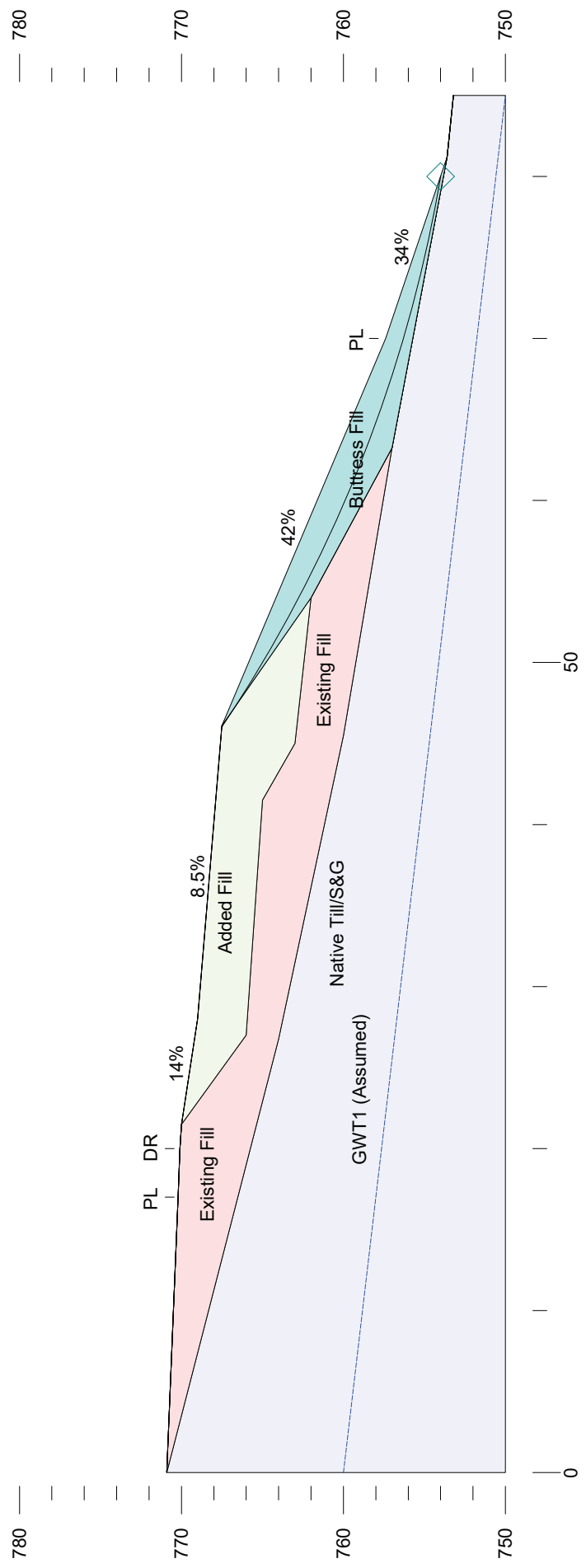
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

EXHIBIT Q-1



	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.	Ru	
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

EXHIBIT Q-1

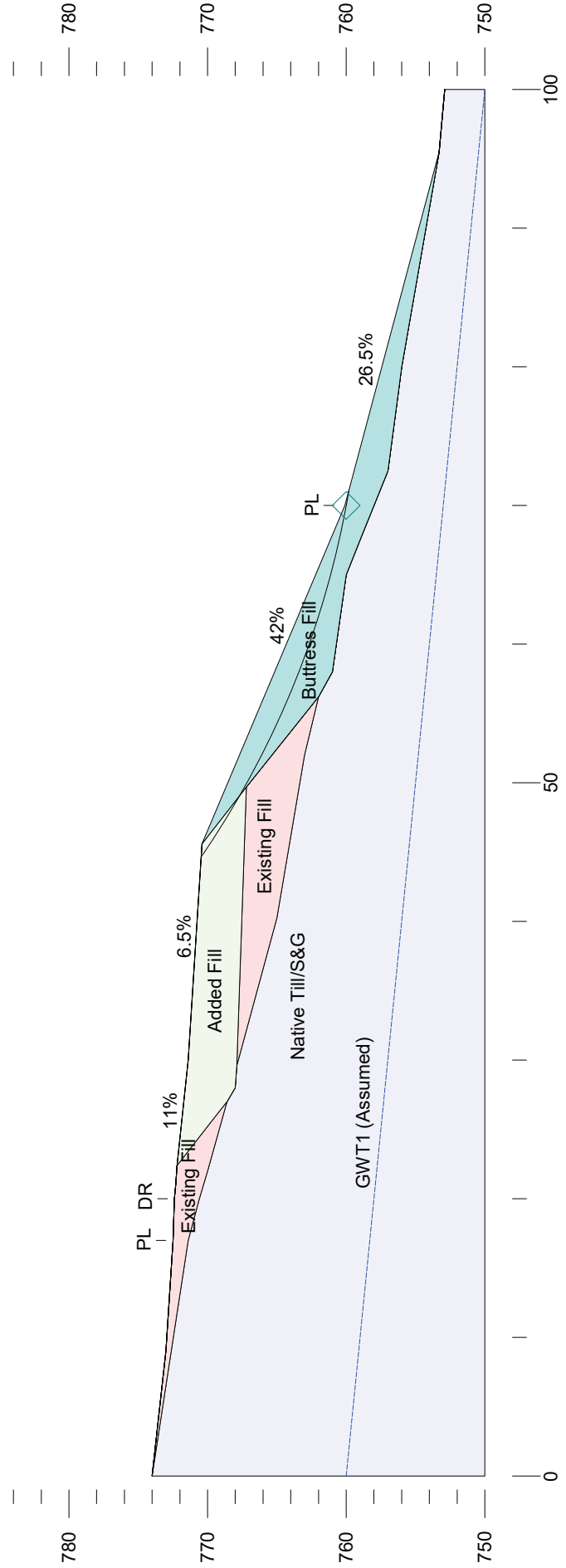


✕ F = 1.504

Geo-Slope Stability Services - Calgary  
 21-140  
 Kooacanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 70 CL Section

	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.	Ru	
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

EXHIBIT Q-1

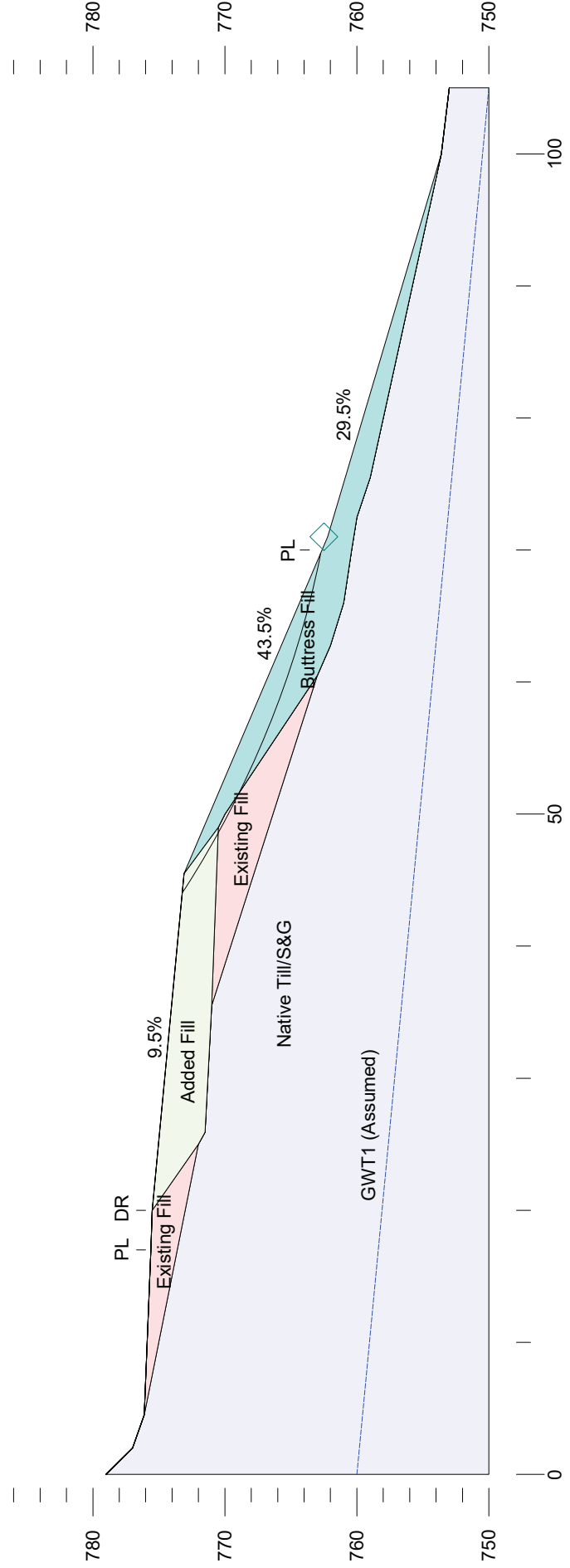


Geo-Slope Stability Services - Calgary  
 21-140  
 Kooacanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 72 CL Section

Gamma C      Phi      Piezo      Ru  
 kN/m<sup>3</sup>      deg      Surf.      Ru

	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.	Ru	
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

EXHIBIT Q-1



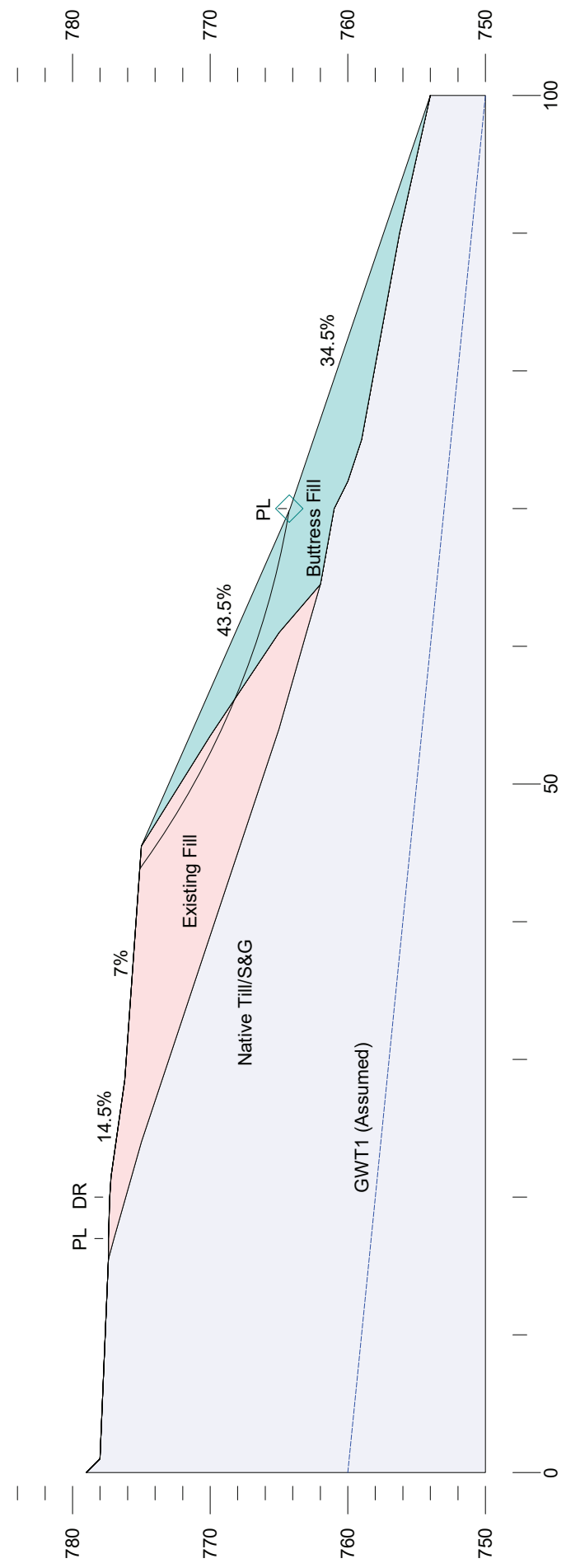


✕ F = 1.503

Geo-Slope Stability Services - Calgary  
 21-140  
 Kocanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 73 CL Section

	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.	Ru	
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

EXHIBIT Q-1



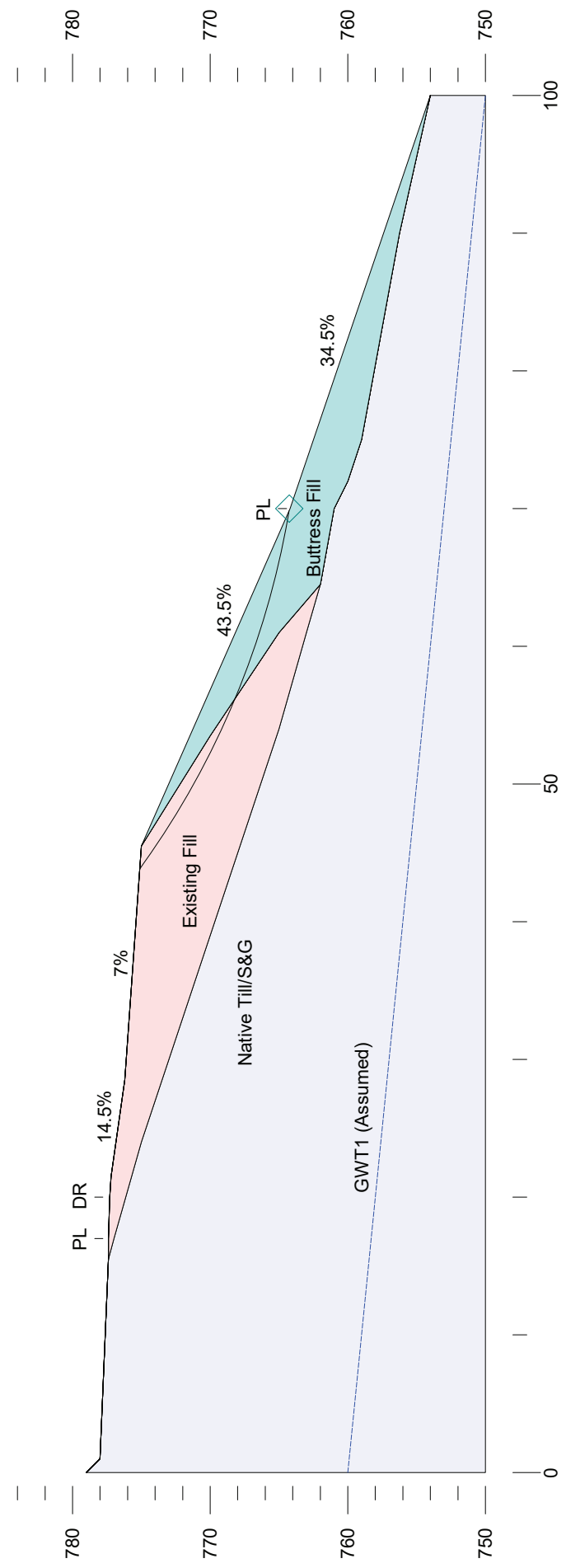
✕ F = 1.318

Geo-Slope Stability Services - Calgary  
 21-140  
 Kooacanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 73 CL Section - Seismic

	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.	Ru	
Buttress Gran Fill	18	0	33	1	.05
Added Gran Fill	19	0	35	1	.05
Existing Gran Fill	19	0	35	1	.05
Native Till/S&G	20	0	32	1	0

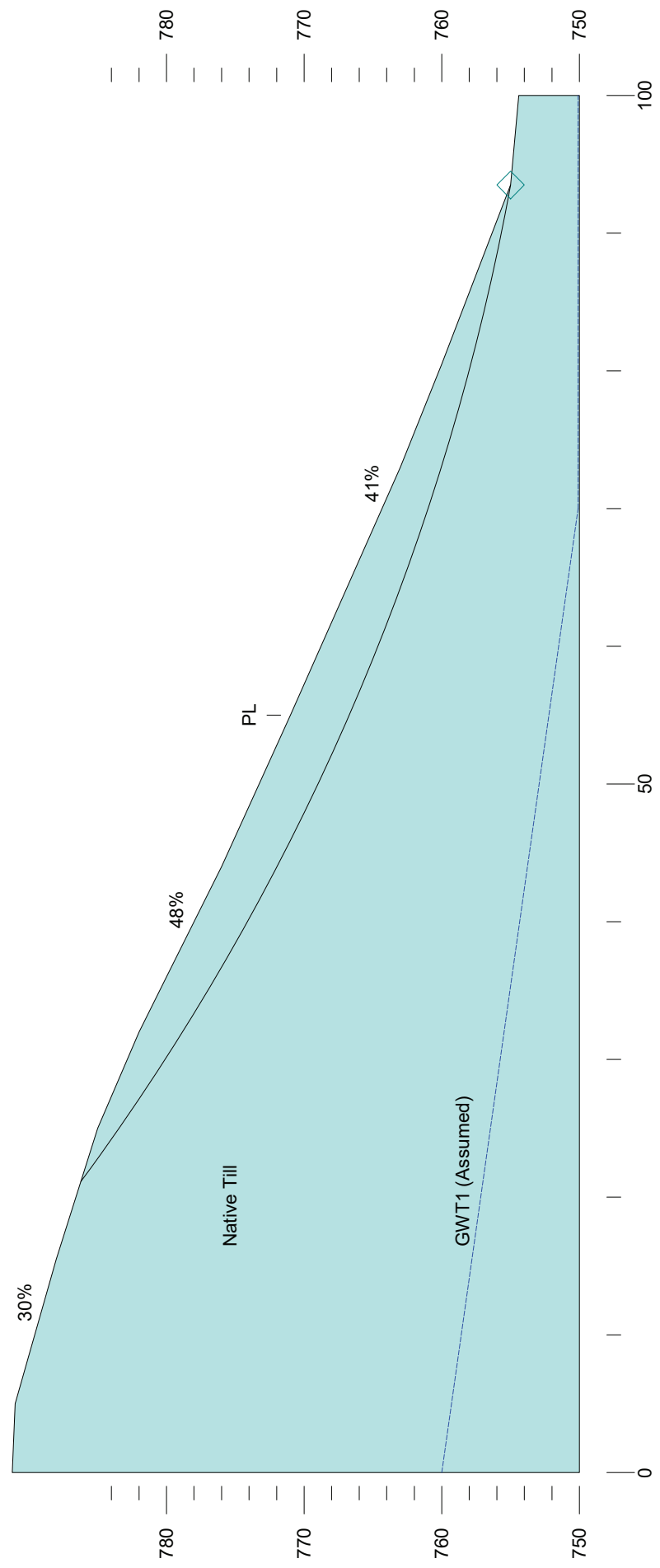
Seismic coefficient = 0.05

EXHIBIT Q-1



Gamma C	Phi	Piezo
kN/m <sup>3</sup>	deg	Surf.
20	2	32
2	2	32
1	1	1

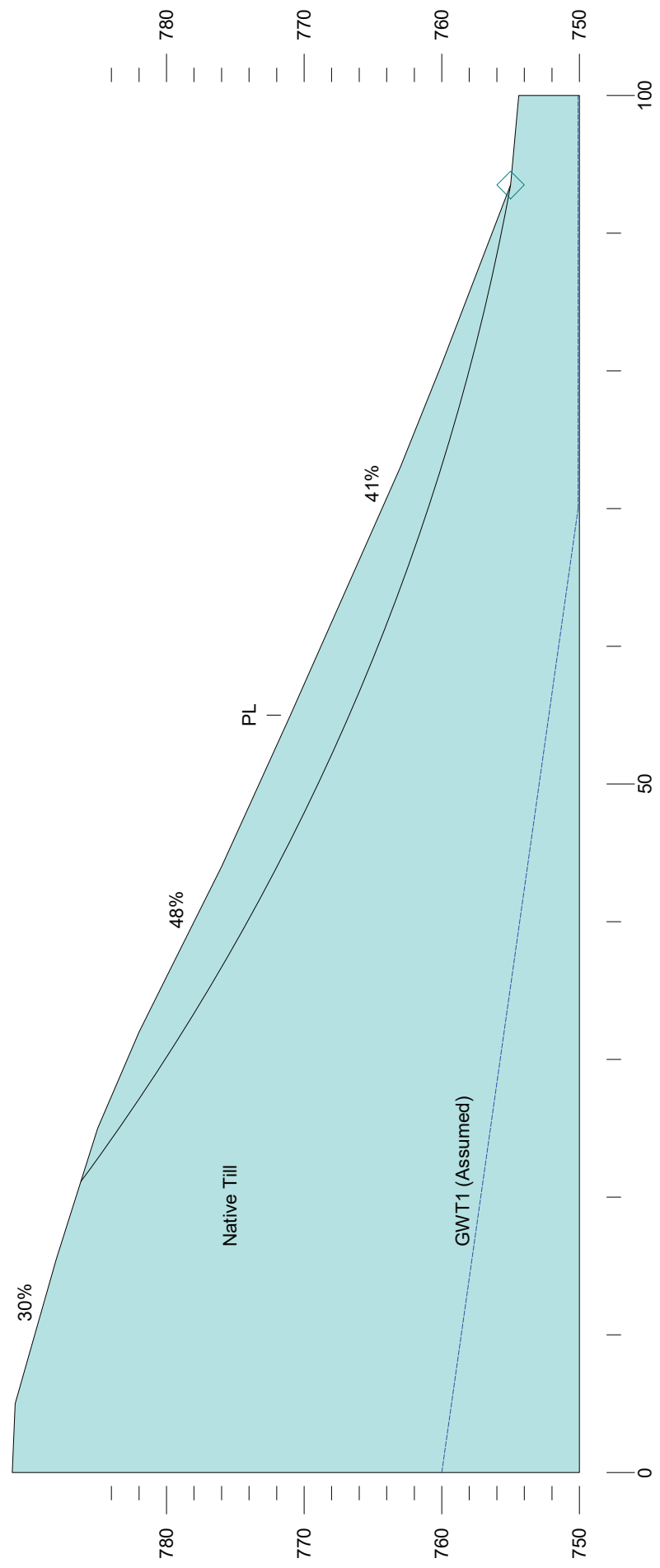
EXHIBIT Q-1



Gamma C	Phi	Piezo
kN/m <sup>3</sup>	deg	Surf.
20	2	32
1	1	1

Native Till  
 Seismic coefficient = 0.05

EXHIBIT Q-1

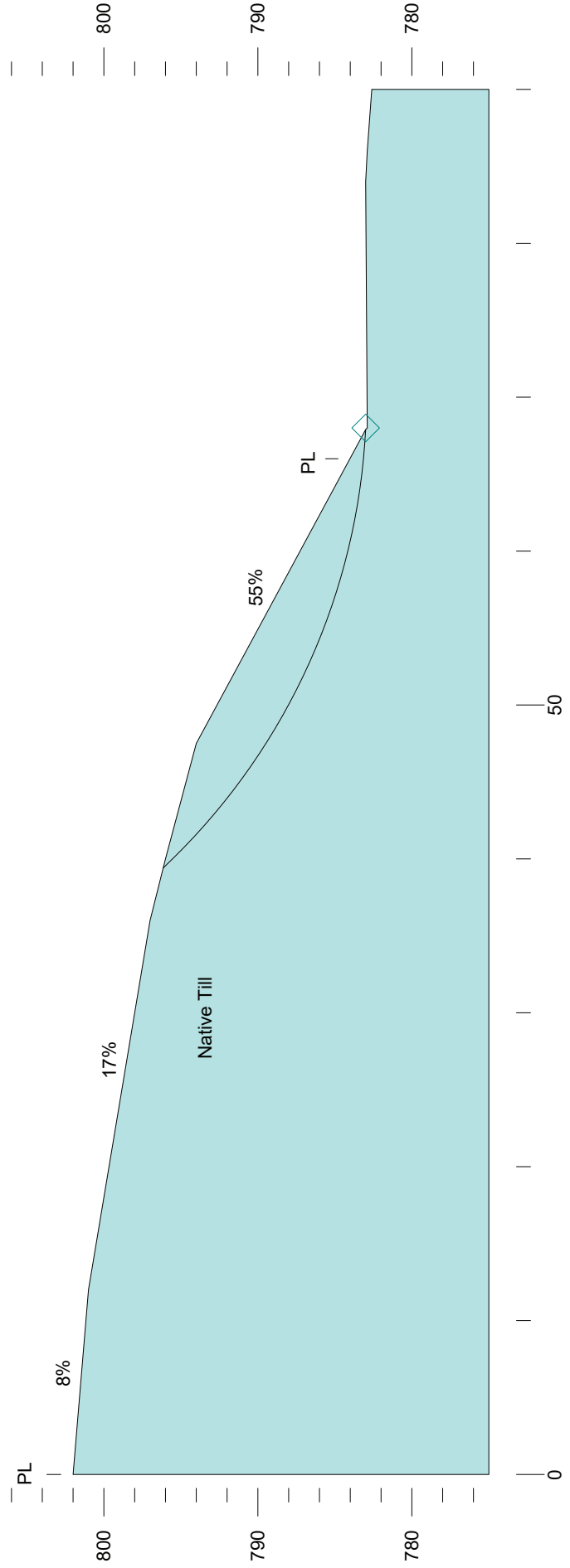


Geo-Slope Stability Services - Calgary  
 21-140  
 Kooacanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 77 CL Section

	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.
Native Till	20	2	32 0

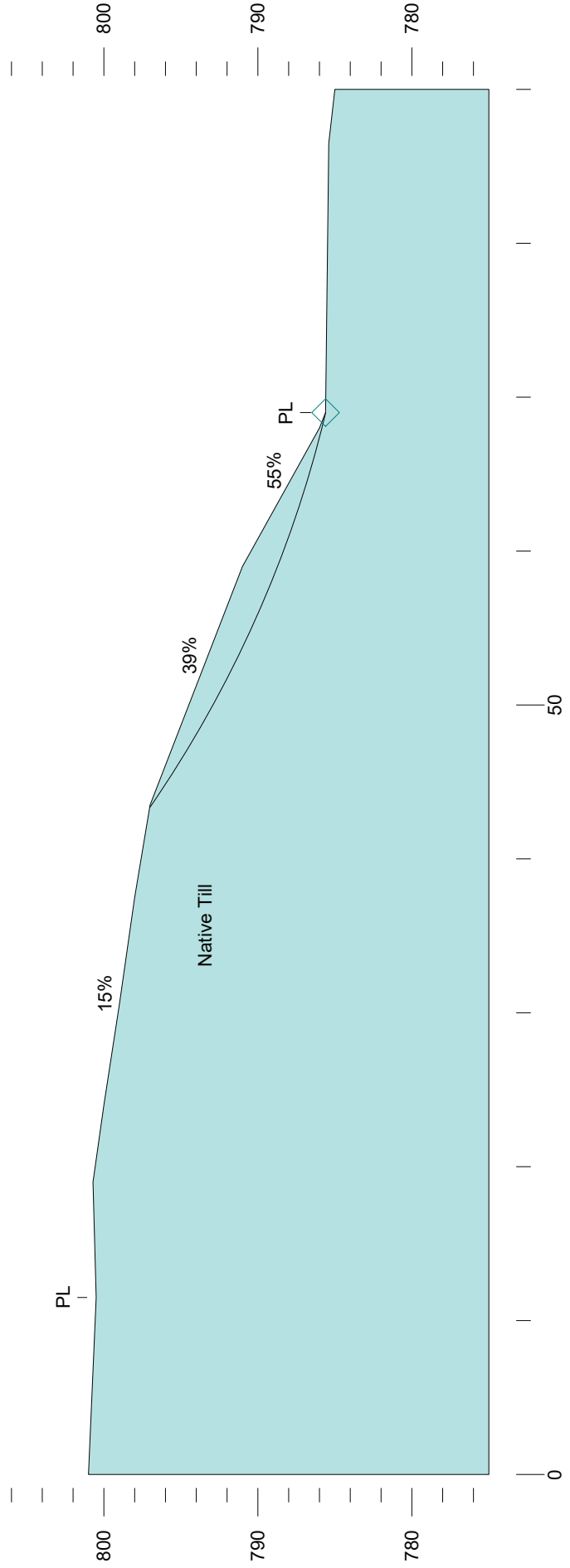
✕ F = 1.502

EXHIBIT Q-1



	Gamma C kN/m <sup>3</sup>	Phi deg	Piezo Surf.
Native Till	20	2	32
			0

EXHIBIT Q-1



Gamma C Phi Piezo  
 kN/m<sup>3</sup> kPa deg Surf.

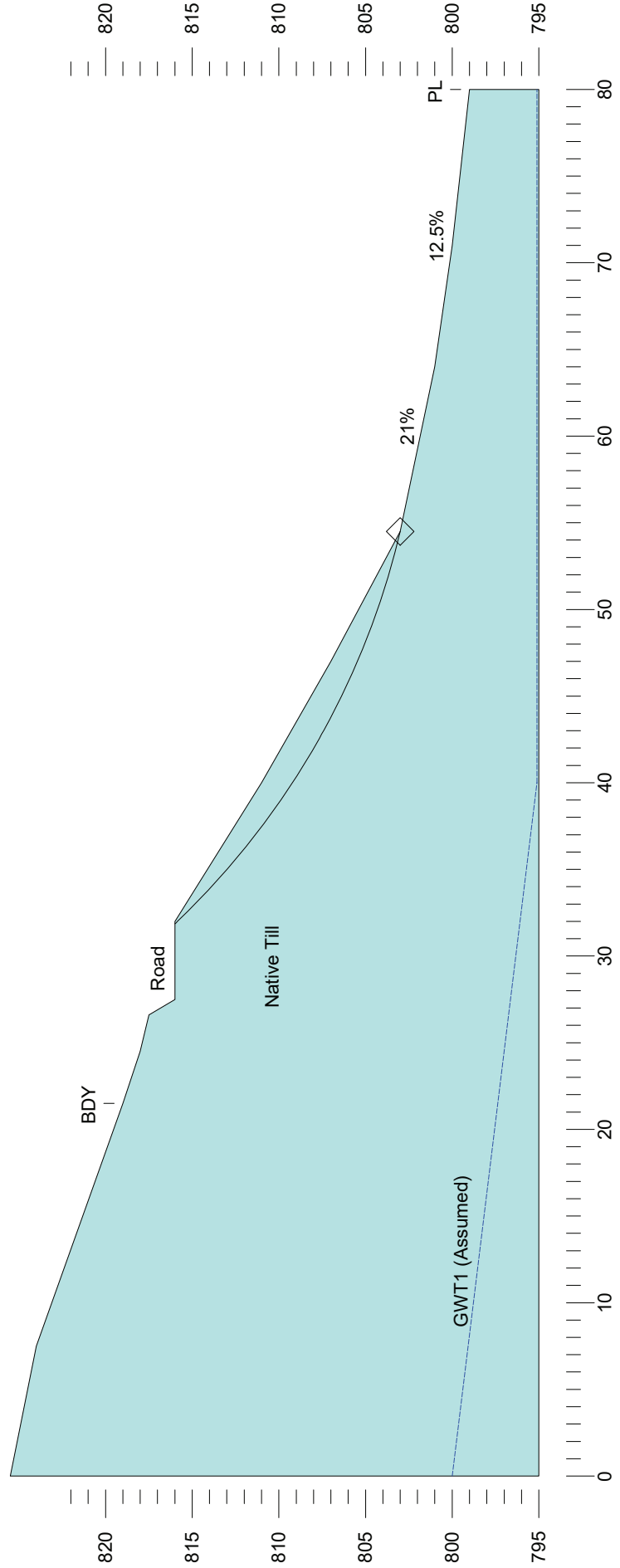
Native Till	20	2	32	1
-------------	----	---	----	---

Geo-Slope Stability Services - Calgary  
 21-140  
 Koochanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 82 Near CL Section



F = 1.314

EXHIBIT Q-1



Geo-Slope Stability Services - Calgary  
 21-140  
 Koocanusa Village  
 February 2022  
 Middle Terrace Phase 2  
 Lot 82 Near CL Section - Seismic

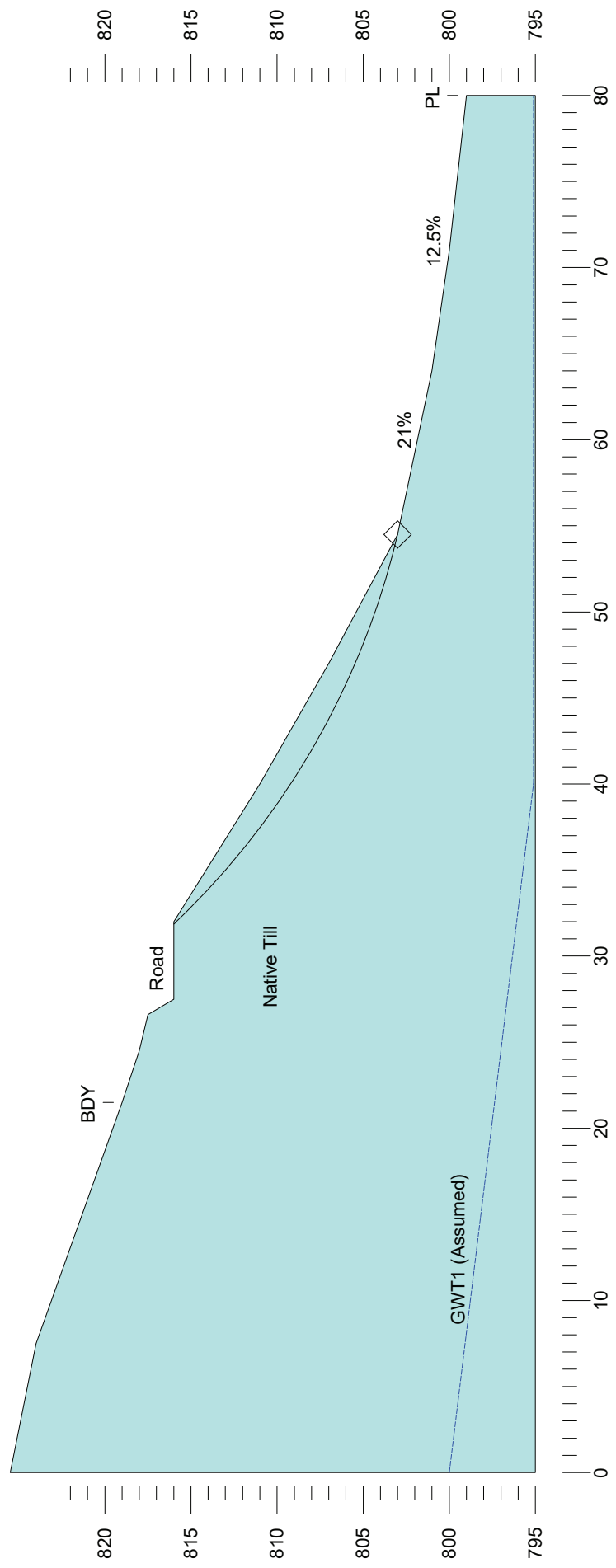


F = 1.181

Gamma C	Phi	Piezo
kN/m <sup>3</sup>	deg	Surf.
20	2	32
1	1	1

Seismic coefficient = 0.05

EXHIBIT Q-1

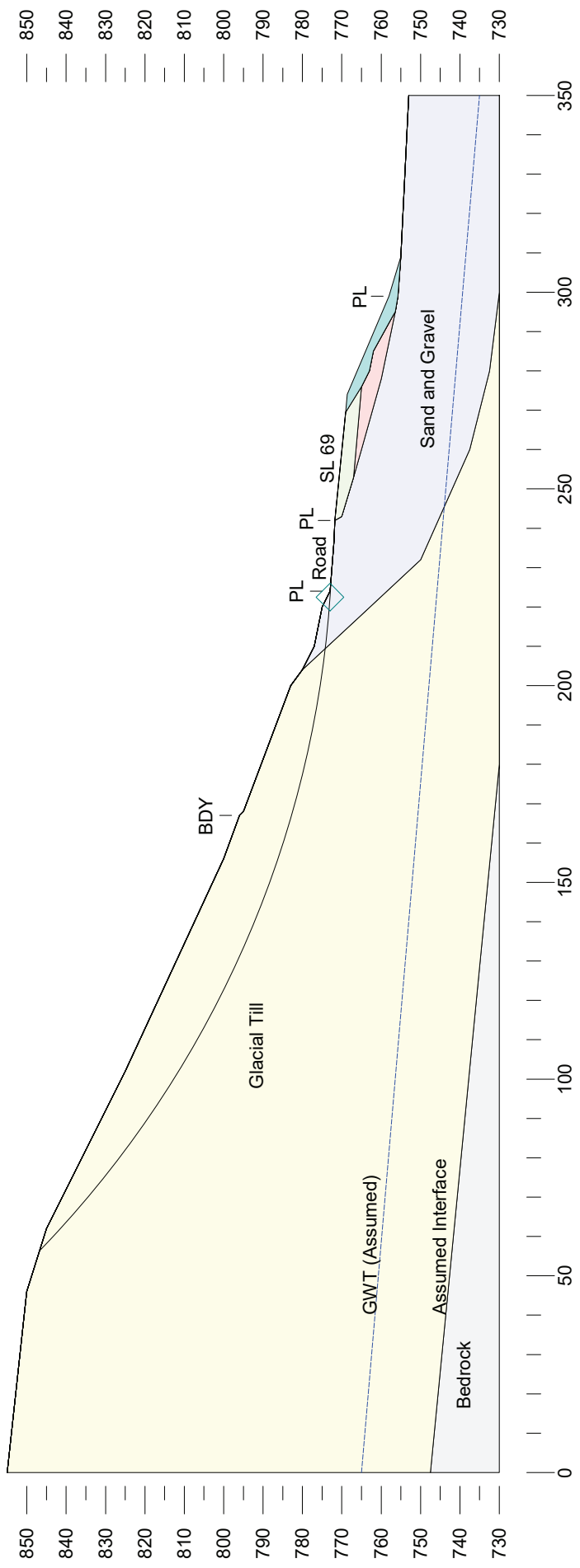




Gamma C      Phi      Piezo      Ru  
 kN/m3      deg      Surf.      Ru

	Gamma C kN/m3	Phi deg	Piezo Surf.	Ru
Buttress Fill	18	0	33	1
Added Gran Fill	19	0	35	1
Existing Gran Fill	19	0	35	1
Sand and Gravel	19.5	0	35	1
Glacial Till	20.5	2	32	1
Bedrock	(Infinitely Strong)			

EXHIBIT Q-1

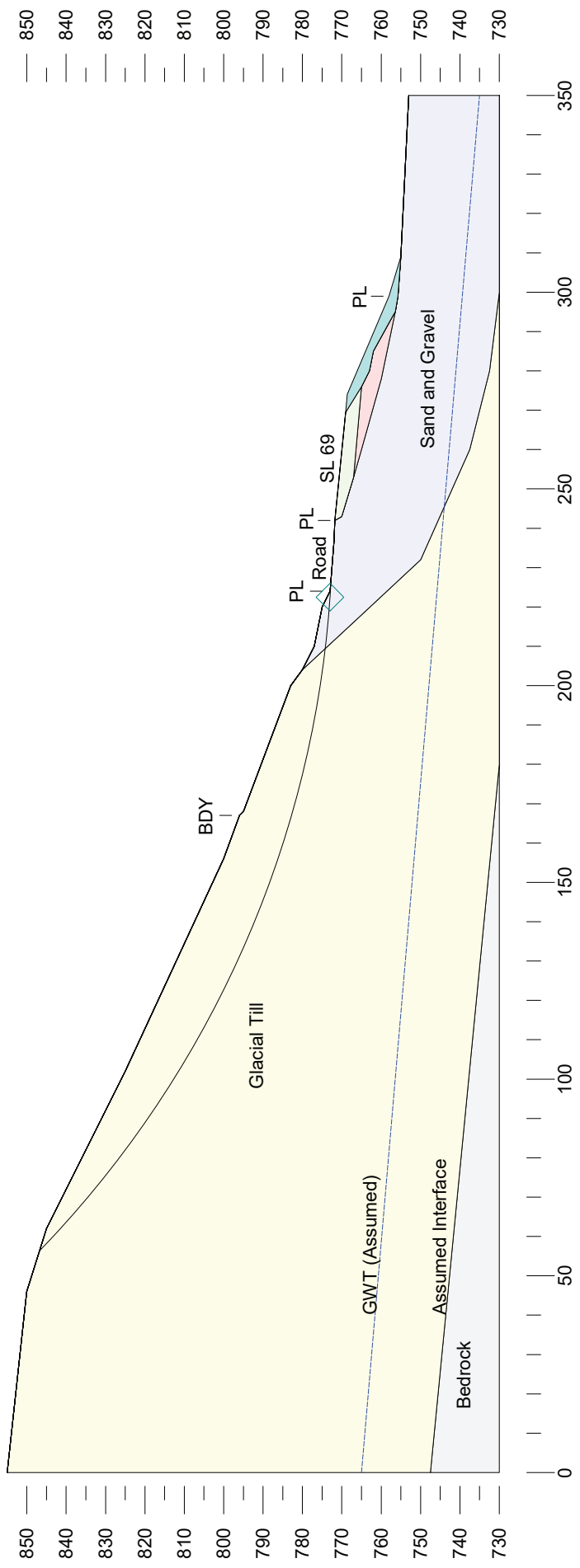


Gamma C      Phi      Piezo      Ru  
 kN/m3      deg      Surf.      Ru

	Gamma C kN/m3	Phi deg	Piezo Surf.	Ru
Buttress Fill	18	0	33	1
Added Gran Fill	19	0	35	1
Existing Gran Fill	19	0	35	1
Sand and Gravel	19.5	0	35	1
Glacial Till	20.5	2	32	1
Bedrock	(Infinitely Strong)			

Seismic coefficient = 0.05

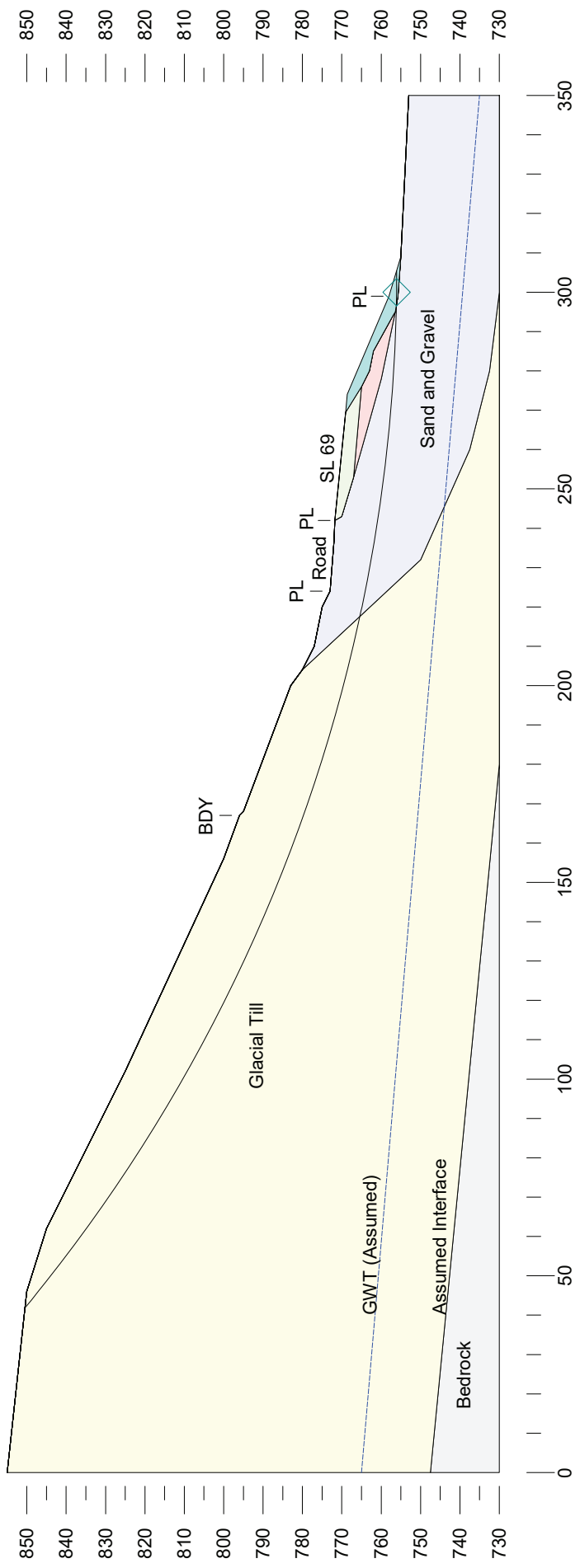
EXHIBIT Q-1



Gamma C      Phi      Piezo      Ru  
 kN/m3      deg      Surf.      Ru

	Gamma C kN/m3	Phi deg	Piezo Surf.	Ru
Buttress Fill	18	0	33	1
Added Gran Fill	19	0	35	1
Existing Gran Fill	19	0	35	1
Sand and Gravel	19.5	0	35	1
Glacial Till	20.5	2	32	1
Bedrock	(Infinitely Strong)			

EXHIBIT Q-1



# SCHEDULE "B"

REFERENCE PLAN OVER PARTS OF STRATA LOTS 65 THROUGH 101 AND STRATA LOT 82, DISTRICT LOT 10348, KOOTENAY DISTRICT, STRATA PLAN EPS832 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

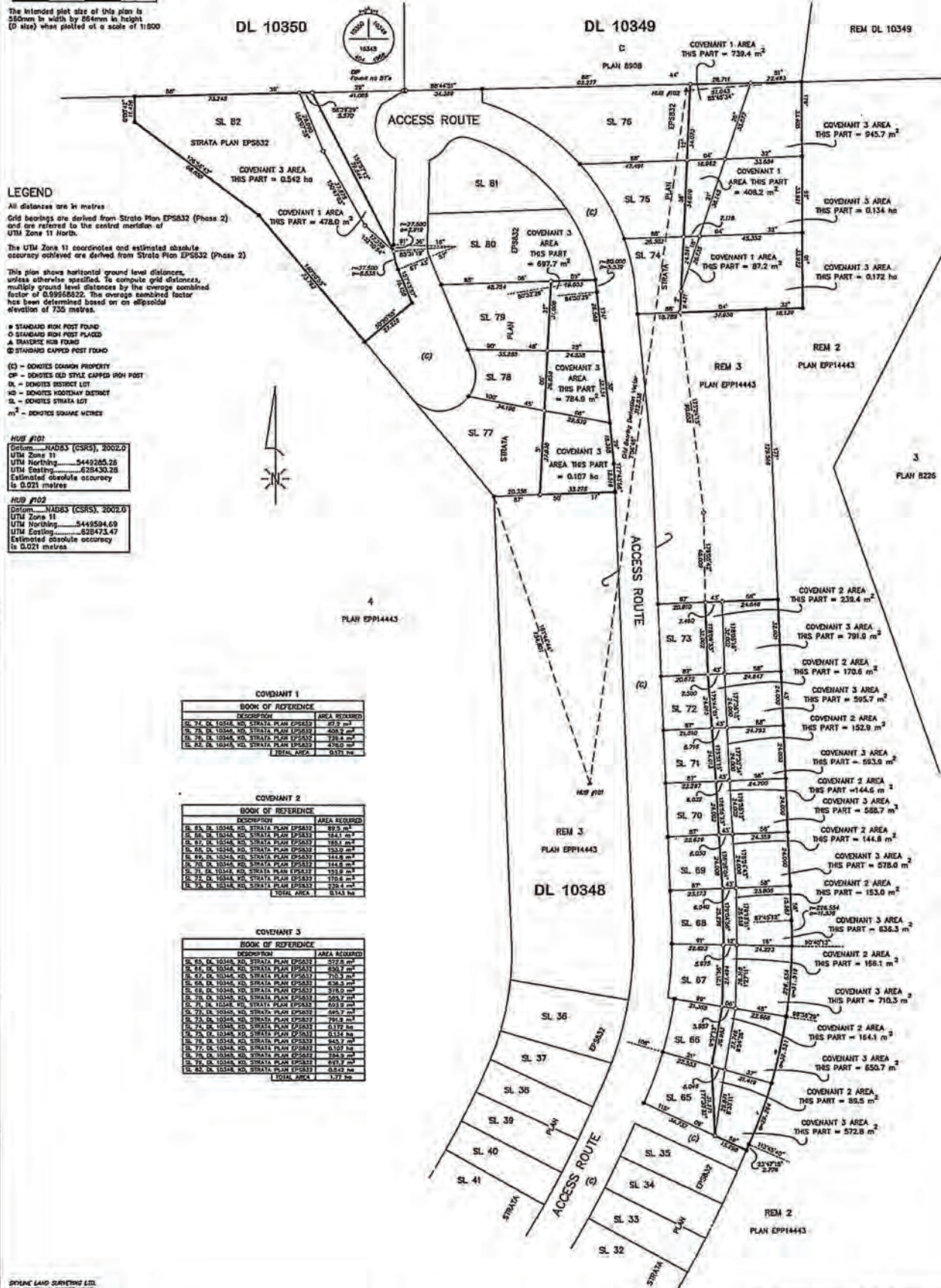
PLAN EPP118035

Pursuant to Section 99(1)(e) of the Land Title Act

For Covenant Purposes

BCGS 82G.014

0m 10 20 40 60 80m  
The intended plot size of this plan is 250mm in width by 350mm in height (D size) when plotted at a scale of 1:500



### LEGEND

- All distances are in metres  
Grid bearings are derived from Strata Plan EPS832 (Phase 2) and are referred to the central meridian of UTM Zone 11 North.  
The UTM Zone 11 coordinates and estimated absolute accuracy achieved are derived from Strata Plan EPS832 (Phase 2)  
This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.999998322. The average combined factor has been determined based on an ellipsoidal elevation of 735 metres.
- STANDARD IRON POST FOUND
  - STANDARD IRON POST PLACED
  - ▲ TRANSIRE IRON FOUND
  - ◐ STANDARD CAPPED POST FOUND
  - (C) - DENOTES COMMON PROPERTY
  - CP - DENOTES CAPPED IRON POST
  - OL - DENOTES DISTRICT LOT
  - HD - DENOTES HOODWAY DISTRICT
  - SL - DENOTES STRATA LOT
  - m<sup>2</sup> - DENOTES SQUARE METRES

**HUB #101**  
Datum: NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing: 5449265.28  
UTM Easting: 628430.28  
Estimated absolute accuracy is 0.021 metres

**HUB #102**  
Datum: NAD83 (CSRS), 2002.0  
UTM Zone 11  
UTM Northing: 5449594.69  
UTM Easting: 628473.47  
Estimated absolute accuracy is 0.021 metres

**COVENANT 1**

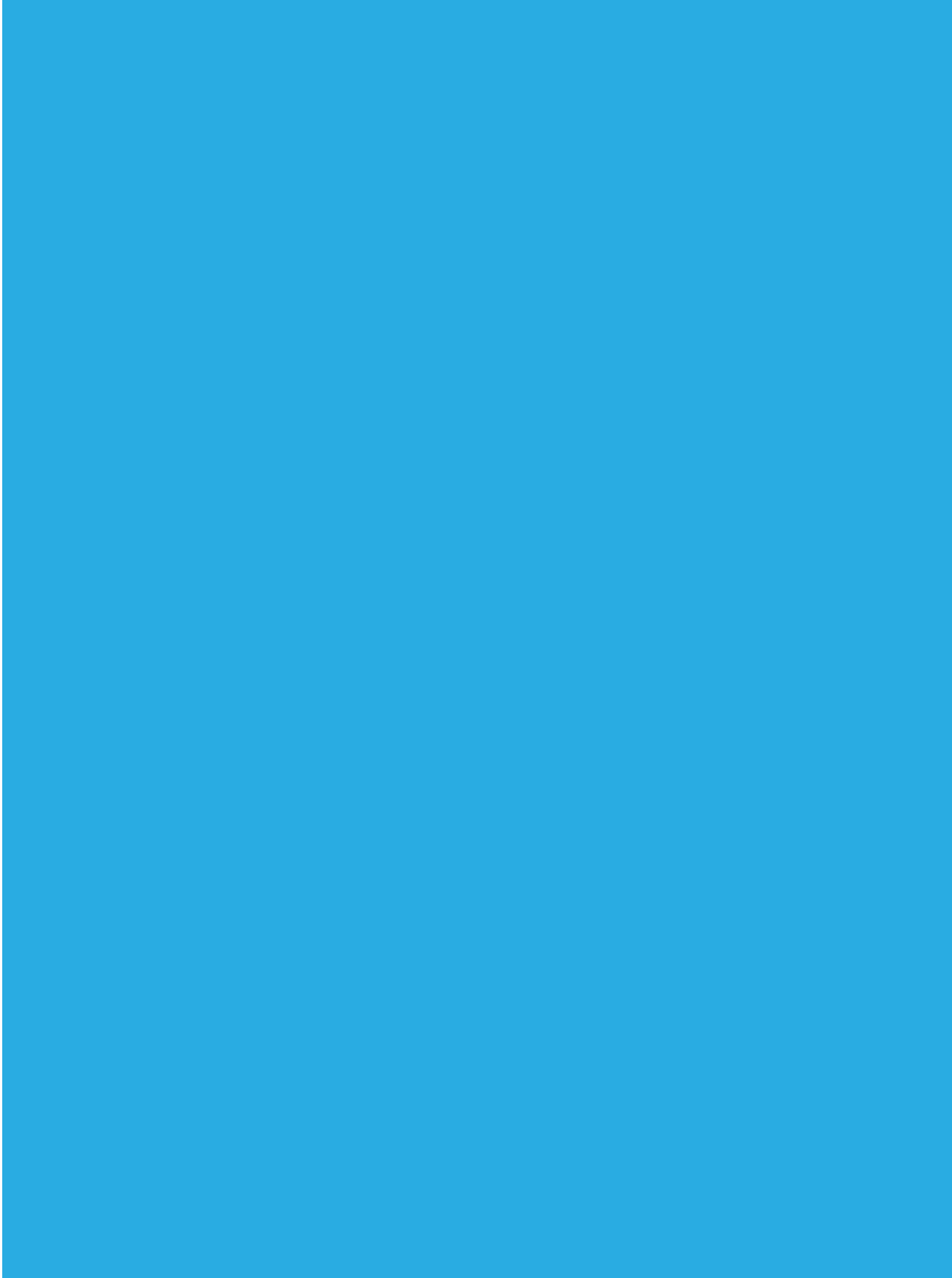
DESCRIPTION	AREA REQUIRED
SL 74, OL 10348, HD, STRATA PLAN EPS832	27.2 m <sup>2</sup>
SL 75, OL 10348, HD, STRATA PLAN EPS832	408.2 m <sup>2</sup>
SL 76, OL 10348, HD, STRATA PLAN EPS832	778.4 m <sup>2</sup>
SL 82, OL 10348, HD, STRATA PLAN EPS832	478.0 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>679.8 m<sup>2</sup></b>

**COVENANT 2**

DESCRIPTION	AREA REQUIRED
SL 65, OL 10348, HD, STRATA PLAN EPS832	89.5 m <sup>2</sup>
SL 66, OL 10348, HD, STRATA PLAN EPS832	184.1 m <sup>2</sup>
SL 67, OL 10348, HD, STRATA PLAN EPS832	188.1 m <sup>2</sup>
SL 68, OL 10348, HD, STRATA PLAN EPS832	153.9 m <sup>2</sup>
SL 69, OL 10348, HD, STRATA PLAN EPS832	144.6 m <sup>2</sup>
SL 70, OL 10348, HD, STRATA PLAN EPS832	144.6 m <sup>2</sup>
SL 71, OL 10348, HD, STRATA PLAN EPS832	152.9 m <sup>2</sup>
SL 72, OL 10348, HD, STRATA PLAN EPS832	170.6 m <sup>2</sup>
SL 73, OL 10348, HD, STRATA PLAN EPS832	791.9 m <sup>2</sup>
SL 74, OL 10348, HD, STRATA PLAN EPS832	239.4 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>674.3 m<sup>2</sup></b>

**COVENANT 3**

DESCRIPTION	AREA REQUIRED
SL 65, OL 10348, HD, STRATA PLAN EPS832	277.9 m <sup>2</sup>
SL 66, OL 10348, HD, STRATA PLAN EPS832	620.2 m <sup>2</sup>
SL 67, OL 10348, HD, STRATA PLAN EPS832	710.3 m <sup>2</sup>
SL 68, OL 10348, HD, STRATA PLAN EPS832	628.2 m <sup>2</sup>
SL 69, OL 10348, HD, STRATA PLAN EPS832	518.0 m <sup>2</sup>
SL 70, OL 10348, HD, STRATA PLAN EPS832	268.7 m <sup>2</sup>
SL 71, OL 10348, HD, STRATA PLAN EPS832	613.9 m <sup>2</sup>
SL 72, OL 10348, HD, STRATA PLAN EPS832	684.7 m <sup>2</sup>
SL 73, OL 10348, HD, STRATA PLAN EPS832	751.9 m <sup>2</sup>
SL 74, OL 10348, HD, STRATA PLAN EPS832	117.1 m <sup>2</sup>
SL 75, OL 10348, HD, STRATA PLAN EPS832	613.4 m <sup>2</sup>
SL 76, OL 10348, HD, STRATA PLAN EPS832	151.4 m <sup>2</sup>
SL 77, OL 10348, HD, STRATA PLAN EPS832	61.07 m <sup>2</sup>
SL 78, OL 10348, HD, STRATA PLAN EPS832	288.9 m <sup>2</sup>
SL 79, OL 10348, HD, STRATA PLAN EPS832	648.1 m <sup>2</sup>
SL 80, OL 10348, HD, STRATA PLAN EPS832	654.9 m <sup>2</sup>
SL 81, OL 10348, HD, STRATA PLAN EPS832	177.7 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>677.7 m<sup>2</sup></b>



Jan-24-2013 16:42:07.004

CA2967190

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Kerri-Anne  
Thomas  
F2VNJG

Digitally signed by Kerri-Anne Thomas  
F2VNJG  
DN: cn=CA, ou=Kerri-Anne Thomas  
F2VNJG, o=Lawyer, ou=Verify ID at  
www.juticert.com/LKUP.cfm?  
id=F2VNJG  
Date: 2013.01.24 16:44:54 -0700

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

## 1. CONTACT: (Name, address, phone number)

MacDonald Thomas, Barristers &amp; Solicitors

PO Box 2400

1018 - 7th Avenue

Invermere

BC V0A 1K0

PH:250-342-6921 FX:250-342-3237

LTO Client No.: 10783

File: 7909KAT

Document Fees: \$0.00

Deduct LTSA Fees? Yes 

## 2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA PLAN EPS832**Related Plan Number: **EPS832**

*Strata Property Act*

**FORM V**

[am. B.C. Reg. 203/2003, s.5.]

**SCHEDULE OF UNIT ENTITLEMENT**

*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS832, being a strata plan of Lot 3, DL 10348, Kootenay District, Plan EPP14443

---

**BARE LAND STRATA PLAN**

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

- (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

**OR**

- (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

---

Signature of Superintendent of Real Estate

Strata Lot #	Sheet No.	Total Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	1	800.0	1	N/A
2	1	800.0	1	N/A
3	1	800.0	1	N/A
4	1	800.0	1	N/A
5	1	800.0	1	N/A
6	1	800.0	1	N/A
7	1	800.0	1	N/A
8	1	800.0	1	N/A
9	1	800.0	1	N/A
10	1	800.0	1	N/A
11	1	800.0	1	N/A
12	1	800.0	1	N/A
13	1	800.0	1	N/A
14	1	800.0	1	N/A
15	1	800.0	1	N/A
16	1	800.0	1	N/A
17	1	800.0	1	N/A

18	1	900.0	1	N/A
19	1	800.0	1	N/A
20	1	800.0	1	N/A
21	1	800.0	1	N/A
22	1	800.0	1	N/A
23	1	800.0	1	N/A
24	1	800.0	1	N/A
25	1	800.0	1	N/A
26	1	849.1	1	N/A
27	1	815.7	1	N/A
28	1	815.7	1	N/A
29	1	815.7	1	N/A
30	1	815.7	1	N/A
31	1	815.7	1	N/A
32	1	815.7	1	N/A
33	1	815.7	1	N/A
34	1	815.7	1	N/A
35	1	800.1	1	N/A
36	1	1359.0	1	N/A
37	1	879.4	1	N/A
38	1	800.2	1	N/A
39	1	769.6	1	N/A
40	1	769.6	1	N/A
41	1	769.6	1	N/A
42	1	769.6	1	N/A
43	1	769.6	1	N/A
44	1	769.6	1	N/A
45	1	769.6	1	N/A
46	1	808.8	1	N/A
47	1	800.1	1	N/A
48	1	800.0	1	N/A
49	1	800.0	1	N/A
50	1	800.0	1	N/A
51	1	800.0	1	N/A
52	1	800.0	1	N/A
53	1	800.0	1	N/A
54	1	900.0	1	N/A
55	1	800.0	1	N/A
56	1	800.0	1	N/A
57	1	800.0	1	N/A
58	1	800.0	1	N/A
59	1	800.0	1	N/A
60	1	800.0	1	N/A
61	1	800.0	1	N/A
62	1	800.0	1	N/A
63	1	800.0	1	N/A
64	1	800.0	1	N/A
Total Number of Lots: 64			Total Unit Entitlement: 64	







## 1. Contact

**REED POPE LAW CORPORATION**  
202-1007 Fort Street  
Victoria BC V8V 3K5  
250.383.3838

File: 7335-001

## 2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

## 3. Description of Land

PID/Plan Number

Legal Description

**EPS832****STRATA PLAN EPS832****Electronic Signature**

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) and that the supporting document is in your possession.

**Thomas Smythe**  
**McLachlan**  
**QMAYRF**

Digitally signed by  
**Thomas Smythe**  
**McLachlan QMAYRF**  
Date: 2022-03-24  
14:10:53 -07:00

**Strata Property Act**

**Form V**

**Schedule of Unit Entitlement**

*(Sections 245 (a), 246, 264)*

Re: Bare Land Strata Plan EPS832, being a phased Bare Land Strata Plan of Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except Strata Plan EPS832 (Phase 1)

PID: 028-867-360

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**BARE LAND STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each bare land strata lot is set out in the following table:

- (a) a whole number that is the same for all of the residential strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.

.....  
Signature of Superintendent of Real Estate

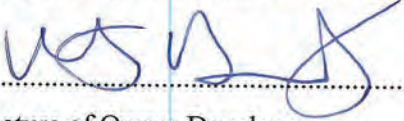
Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
65	1		1	
66	1		1	
67	1		1	
68	1		1	
69	1		1	
70	1		1	
71	1		1	
72	1		1	
73	1		1	
74	1		1	
75	1		1	

76	1		1	
77	1		1	
78	1		1	
79	1		1	
80	1		1	
81	1		1	
82	1		1	
<b>Total number of lots: 18</b>			<b>Total unit entitlement: 18</b>	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: 02/17/2022

  
.....  
Signature of Owner Developer

Print Name: NETO BARRINGTON

3/21



Strata Property Act Filing

1. Contact

REED POPE LAW CORPORATION  
202-1007 Fort Street  
Victoria BC V8V 3K5  
250.3833.838

File:  
LTO Doc 3 Ph 3 Form V

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS832

STRATA PLAN EPS832

Electronic Signature

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) and that the supporting document is in your possession.

[Empty signature box]

EXHIBIT S-1

Strata Property Act

Form V

Schedule of Unit Entitlement

(Sections 245 (a), 246, 264)

Re: Bare Land Strata Plan EPS832, being a phased Bare Land Strata Plan of part of Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except phases 1 and 2 Strata Plan EPS832

PID: 028-867-360

BARE LAND STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each bare land strata lot is set out in the following table:

- (a) a whole number that is the same for all of the residential strata lots in the strata plan as set out in section 246 (6) (a) of the Strata Property Act.

Signature of Superintendent of Real Estate

Table with 5 columns: Strata Lot No., Sheet No., Total Area in m², Unit Entitlement, %\* of Total Unit Entitlement\*\*. Rows include lots 83, 84, 85 and a total row showing 3 lots and 3 unit entitlements.

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: July 22 2022

Signature of Owner Developer (handwritten signature)

Print Name: Reto Berrington



Strata Property Act Filing

1. Contact

REED POPE LAW CORPORATION  
202-1007 Fort Street  
Victoria BC V8V 3K5  
250.383.3838

File:  
LTO Doc 16 Ph 4 Form V

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS832

STRATA PLAN EPS832

Electronic Signature

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) and that the supporting document is in your possession.

[Empty signature box]

*Strata Property Act*

**Form V**

**Schedule of Unit Entitlement**

*(Sections 245 (a), 246, 264)*

Re: Bare Land Strata Plan EPS832, being a phased Bare Land Strata Plan of Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except phases 1, 2 and 3 Strata Plan EPS832

PID: 028-867-360

**BARE LAND STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each bare land strata lot is set out in the following table:

- (a) a whole number that is the same for all of the residential strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.

.....  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
86	1		1	
87	1		1	
<b>Total number of lots: 2</b>			<b>Total unit entitlement: 2</b>	

\* expression of percentage is for informational purposes only and has no legal effect

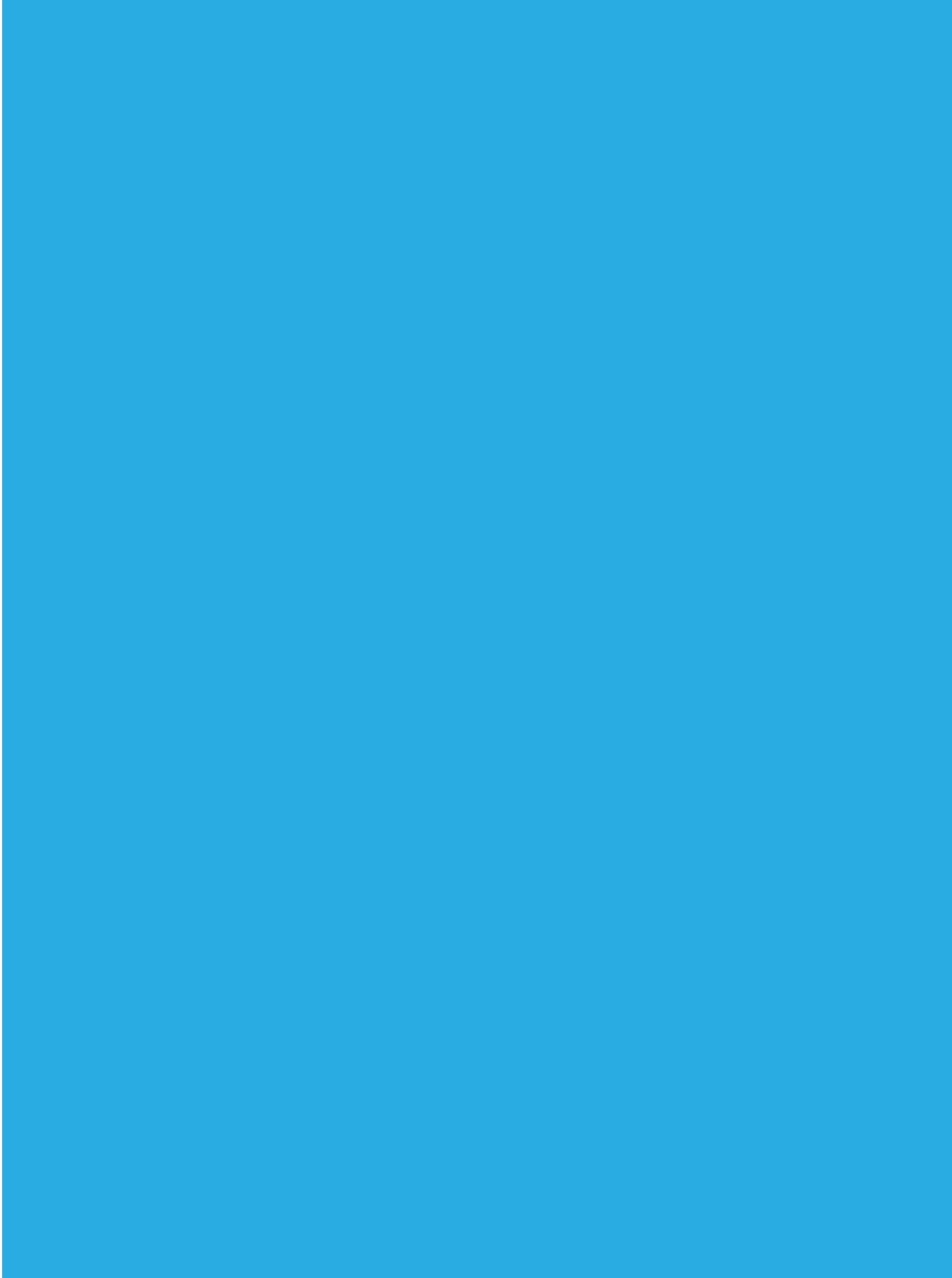
\*\* not required for a phase of a phased strata plan

Date: July 22/2022

.....  
Signature of Owner Developer

Print Name: Reto Berrington





**EXHIBIT T-1**

**THE OWNERS, STRATA PLAN EPS832  
Kooacanusa Village Resort - Lake View Terrace**

**Developer's Interim Annual Budget**

	<b>Phase 1 2021-22 Approved Budget</b>	<b>Phase 2 Estimate</b>	<b>Phase 1 &amp; Phase 2 Combined</b>
<b>Revenue</b>			
Strata fees	6,400	1,800	8,200
House Lease	12,000		12,000
<b>Total Revenue</b>	<b>18,400</b>	<b>1,800</b>	<b>20,200</b>
<b>Operating Expenses</b>			-
Insurance	3,000	477	3,477
Bank Charges	200	-	200
Management	6,300	640	6,940
Office Expense	200		200
House Maintenance	1,500		1,500
Professional Fees	1,200	200	1,400
<b>Total Operating Costs</b>	<b>12,400</b>	<b>1,317</b>	<b>13,717</b>
<b>Contingency contribution</b>	<b>6,000</b>	<b>483</b>	<b>6,483</b>
<b>Total Expense</b>	<b>18,400</b>	<b>1,800</b>	<b>20,200</b>
<b>Surplus (Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Contingency Reserve Fund Estimate**

<b>Opening Balance</b>	30,224		30,224
<b>Contributions</b>			
Annual Contribution	6,000	483	6,483
Developer Contingency Contribution (5%)		66	66
Transfer from Surplus			
<b>Total Contributions</b>	<b>6,000</b>	<b>549</b>	<b>6,549</b>
<b>Expenditures</b>			
Bank Charges			
House Insurance Claim			
<b>Total Expenditures</b>	<b>-</b>		
<b>Closing Balance</b>	<b>36,224</b>		<b>36,773</b>

**EXHIBIT T-1**  
**The Owner, Strata Plan EPS832**  
**Interim Schedule of Strata Fees - Phase 1 and 2**

Strata Lot Lot	Unit Entitlement	Common Area Expenses Annual	Contingency Fee Expense Annual	Total Annual Expenses	Monthly General Operating	Monthly Contingency Reserve	Monthly Fee
1	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
2	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
3	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
4	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
5	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
6	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
7	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
8	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
9	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
10	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
11	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
12	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
13	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
14	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
15	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
16	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
17	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
18	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
19	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
20	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
21	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
22	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
23	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
24	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
25	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
26	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
27	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
28	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
29	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
30	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
31	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
32	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
33	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
34	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
35	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
36	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
37	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
38	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
39	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
40	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
41	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
42	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
43	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
44	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
45	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
46	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
47	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
48	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
49	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
50	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
51	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
52	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
53	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
54	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
55	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
56	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
57	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33

**EXHIBIT T-1**

58	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
59	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
60	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
61	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
62	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
63	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
64	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
65	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
66	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
67	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
68	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
69	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
70	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
71	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
72	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
73	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
74	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
75	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
76	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
77	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
78	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
79	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
80	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
81	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
82	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
		<b>\$ 8,200.00</b>	<b>\$ -</b>	<b>\$ 8,200.00</b>	<b>\$ 683.33</b>	<b>\$ -</b>	<b>\$ 683.33</b>

**EXHIBIT T-1**

**THE OWNERS, STRATA PLAN EPS832  
Kooacanusa Village Resort - Lake View Terrace**

**Developer's Interim Annual Budget - Inclusive of Phases 1, 2 & 3**

	<b>Phase 1&amp;2 2022-2023 Budget</b>	<b>Phase 3 Estimate</b>	<b>Phase 1, 2 &amp; 3 Combined</b>
<b>Revenue</b>			
Strata fees	8,200	300	8,500
House Lease	12,000		12,000
<b>Total Revenue</b>	<b>20,200</b>	<b>300</b>	<b>20,500</b>
<b>Operating Expenses</b>			-
Insurance	2,500		2,500
Bank Charges	200		200
Management	4,032	150	4,182
Office Expense	200		200
House Maintenance	1,500		1,500
Professional Fees	1,250		1,250
<b>Total Operating Costs</b>	<b>9,682</b>	<b>150</b>	<b>9,832</b>
<b>Contingency contribution</b>	<b>8,718</b>	<b>319</b>	<b>9,037</b>
<b>Total Expense</b>	<b>18,400</b>	<b>469</b>	<b>18,869</b>
<b>Surplus (Deficit)</b>	<b>1,800</b>	<b>(169)</b>	<b>1,631</b>

**Contingency Reserve Fund Estimate**

<b>Opening Balance</b>	24,274		24,274
<b>Contributions</b>			
Annual Contribution	8,718	319	9,037
Developer Contingency Contribution (5%)		8	8
Transfer from Surplus			
<b>Total Contributions</b>	<b>8,718</b>	<b>327</b>	<b>9,045</b>
<b>Expenditures</b>			
Bank Charges			
House Insurance Claim			
<b>Total Expenditures</b>	<b>-</b>		
<b>Closing Balance</b>	<b>32,992</b>		<b>33,319</b>

**EXHIBIT T-1**  
**The Owner, Strata Plan EPS832**  
**Interim Schedule of Strata Fees - Phases 1, 2 and 3**

Strata Lot Lot	Unit Entitlement	Common Area Expenses Annual	Contingency Fee Expense Annual	Total Annual Expenses	Monthly General Operating	Monthly Contingency Reserve	Monthly Fee
1	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
2	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
3	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
4	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
5	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
6	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
7	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
8	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
9	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
10	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
11	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
12	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
13	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
14	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
15	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
16	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
17	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
18	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
19	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
20	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
21	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
22	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
23	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
24	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
25	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
26	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
27	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
28	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
29	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
30	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
31	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
32	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
33	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
34	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
35	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
36	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
37	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
38	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
39	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
40	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
41	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
42	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
43	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
44	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
45	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
46	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
47	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
48	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
49	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
50	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
51	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
52	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
53	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
54	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
55	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
56	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
57	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33

**EXHIBIT T-1**

58	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
59	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
60	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
61	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
62	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
63	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
64	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
65	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
66	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
67	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
68	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
69	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
70	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
71	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
72	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
73	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
74	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
75	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
76	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
77	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
78	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
79	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
80	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
81	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
82	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
83	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
84	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
85	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
		\$ 8,500.00	\$ -	\$ 8,500.00	\$ 708.33	\$ -	\$ 708.33

**EXHIBIT T-1**

**THE OWNERS, STRATA PLAN EPS832  
Kooacanusa Village Resort - Lake View Terrace**

**Developer's Interim Annual Budget - Inclusive of Phases 1, 2, 3 & 4**

	<b>Phase 1, 2 &amp; 3 2022-2023 Budget</b>	<b>Phase 4 Estimate</b>	<b>Phases 1, 2, 3 &amp; 4 Combined</b>
<b>Revenue</b>			
Strata fees	8,500	200	8,700
House Lease	12,000		12,000
<b>Total Revenue</b>	<b>20,500</b>	<b>200</b>	<b>20,700</b>
<b>Operating Expenses</b>			-
Insurance	2,500		2,500
Bank Charges	200		200
Management	4,182	100	4,282
Office Expense	200		200
House Maintenance	1,500		1,500
Professional Fees	1,250		1,250
<b>Total Operating Costs</b>	<b>9,832</b>	<b>100</b>	<b>9,932</b>
<b>Contingency contribution</b>	<b>9,037</b>	<b>213</b>	<b>9,250</b>
<b>Total Expense</b>	<b>18,869</b>	<b>313</b>	<b>19,182</b>
<b>Surplus (Deficit)</b>	<b>1,631</b>	<b>(113)</b>	<b>1,518</b>

**Contingency Reserve Fund Estimate**

<b>Opening Balance</b>	24,274		24,274
<b>Contributions</b>			
Annual Contribution	9,037	213	9,250
Developer Contingency Contribution (5%)	8	5	13
Transfer from Surplus			
<b>Total Contributions</b>	<b>9,045</b>	<b>218</b>	<b>9,263</b>
<b>Expenditures</b>			
Bank Charges			
House Insurance Claim			
<b>Total Expenditures</b>	<b>-</b>		
<b>Closing Balance</b>	<b>33,319</b>		<b>33,537</b>



**EXHIBIT T-1**  
**The Owner, Strata Plan EPS832**  
**Interim Schedule of Strata Fees - Phases 1, 2, 3 and 4**

Strata Lot Lot	Unit Entitlement	Common Area Expenses Annual	Contingency Fee Expense Annual	Total Annual Expenses	Monthly General Operating	Monthly Contingency Reserve	Monthly Fee
1	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
2	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
3	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
4	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
5	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
6	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
7	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
8	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
9	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
10	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
11	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
12	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
13	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
14	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
15	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
16	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
17	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
18	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
19	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
20	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
21	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
22	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
23	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
24	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
25	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
26	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
27	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
28	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
29	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
30	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
31	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
32	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
33	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
34	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
35	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
36	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
37	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
38	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
39	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
40	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
41	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
42	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
43	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
44	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
45	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
46	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
47	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
48	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
49	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
50	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
51	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
52	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
53	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
54	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
55	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
56	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
57	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33

**EXHIBIT T-1**

58	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
59	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
60	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
61	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
62	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
63	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
64	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
65	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
66	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
67	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
68	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
69	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
70	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
71	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
72	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
73	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
74	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
75	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
76	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
77	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
78	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
79	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
80	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
81	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
82	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
83	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
84	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
85	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
86	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
87	1	\$ 100.00		\$ 100.00	\$ 8.33	\$ -	\$ 8.33
		<b>\$ 8,700.00</b>	<b>\$ -</b>	<b>\$ 8,700.00</b>	<b>\$ 725.00</b>	<b>\$ -</b>	<b>\$ 725.00</b>