Single Family Lots for Sale

INFORMATION PACKAGE
3 SINGLE FAMILY RESIDENTIAL BUILDING LOTS LOCATED AT
2517, 2523, 2539 Rosebery Avenue, West Vancouver

1. PROPERTIES FOR SALE

The District of West Vancouver (the "District") hereby provides this information package (the "Information Package") regarding the following District-owned residential building lots, which are being offered for sale:

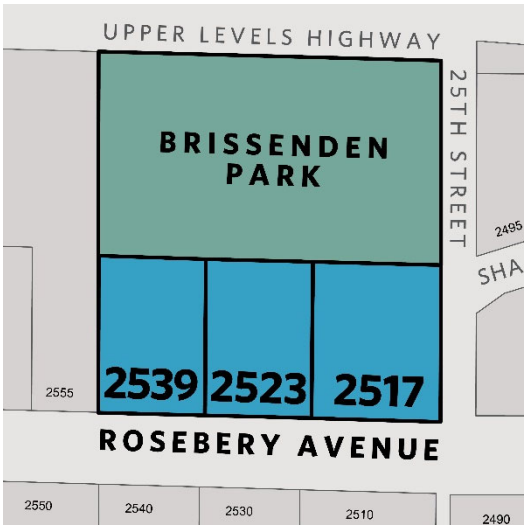
(a) Municipal Address: 2517 Rosebery Avenue, West Vancouver
Parcel Identifier: 031-665-888
Legal Description: Lot 3 Block 3A East Part of District Lot 815 Group 1 New Westminster District Plan EPP117813

(b) Municipal Address: 2523 Rosebery Avenue, West Vancouver
Parcel Identifier: 031-665-870
Legal Description: Lot 2 Block 3A East Part of District Lot 815 Group 1 New Westminster District Plan EPP117813

(c) Municipal Address: 2539 Rosebery Avenue, West Vancouver
Parcel Identifier: 031-665-861
Legal Description: Lot 1 Block 3A East Part of District Lot 815 Group 1 New Westminster District Plan EPP117813

(the “Properties”, and each a “Property”).

Copies of the title searches for each of the Properties are attached as ***Appendix I*** and a copy of the subdivision plan creating the Properties (EPP117813) is attached as ***Appendix II***.



2. CHARGES / ENCUMBRANCES

The following encumbrances are registered against the titles to the Properties:

(a) 2517 Rosebery Avenue (Lot 3)

Section 219 Covenant No. CA9828006 – utilities and drainage
Statutory Right of Way No. CA9828007 – utilities and drainage
Statutory Right of Way No. CA9828008 – trail
Section 219 Covenant No. CA9828009 – tree protection

(b) 2523 Rosebery Avenue (Lot 2)

Section 219 Covenant No. CA9828009 – tree protection

(c) 2539 Rosebery Avenue (Lot 1)

Section 219 Covenant No. CA9828009 – tree protection

A copy of each of these documents is included in ***Appendix III***.

All Properties will also be subject to any subsisting exceptions and reservations set out in any Crown Grant relating to the Properties.

3. LISTING PRICE

The following are the listing prices for each Property:

(a) 2517 Rosebery Avenue (Lot 3):

Two Million, Nine Hundred Thousand Dollars ($2,900,000)

(b) 2523 Rosebery Avenue (Lot 2):

Two Million, Eight Hundred Fifty Thousand Dollars ($2,850,000)

(c) 2539 Rosebery Avenue (Lot 1)

Two Million, Eight Hundred Fifty Thousand Dollars ($2,850,000)

4. PROPERTY TRANSFER TAX, GOODS AND SERVICES TAX (GST), and OTHER FEES

It is the responsibility of the buyer to pay the property transfer tax, GST (if applicable), pro-rated property taxes, buyer's legal fees, the cost of preparing all documentation relating to the transfer, and any other fees not listed here that relate to the purchase and sale transaction.

5. DEPOSITS

The Offeror must pay a deposit in an amount equal to **five percent (5%) of the total purchase price offered for the Property(ies).** The deposit must be paid by way of bank draft payable to The Corporation of the District of West Vancouver, and must be delivered to the District within three business days following the date on which the District notifies the Offeror that District Council has approved their Offer. **The deposit will form part of the purchase price.** If the Offeror does not complete the purchase, the deposit will be forfeited to the District.

6. OFFER SUBMISSIONS AND EVALUATION

The District is offering the Properties for sale as serviced building lots.

Offers for each Property should be in the form attached hereto as *Appendix VII* and submitted via email, with the following heading on the "Subject" line:

"RFP22 028"

Purchaser's conditions must be set out in Schedule B of the Offer.

If a provision of the District's form of Offer is of concern, or if the prospective buyer has an amendment or alternative for consideration, the prospective buyer may contact Mark Chan, Deputy Chief Administrative Officer at: mchan@westvancouver.ca or 604-925-7098 to discuss.

Offers must be submitted by email (a single PDF file for each Offer, NO zip files) to:

Purchasing@westvancouver.ca

Offerors submitting Offers for multiple Properties should do so by submitting a separate Offer for each Property, each attached to a separate email. Note that emails submitted to the District must be no more than 50MB in size.

The Offer should be completed fully, including details of the Offeror's legal representative.

The completion date for an accepted Offer will be **30 days after acceptance by the District.**

The District may accept an Offer at any time. The District will only contact those Offerors whose Offers will be presented to District Council.

District Council may consider Offers that best meet the objectives of the District. To reserve sufficient time for District staff to report to District Council, Offers must be left open for acceptance until at least September 15, 2022.

Offerors are solely responsible for their own expenses in preparing and submitting Offers and for any meetings, negotiations, or discussions with the District. The District and its representatives, agents, consultants, and advisors will not be liable to any Offeror for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Offeror in preparing and submitting an Offer, or participating in negotiations or other activity related to, or arising out of this Information Package.

7. NO CONTRACT

By submitting an Offer and participating in the process as outlined in this Information Package, Offerors expressly agree that the information contained in this Information Package does not form part of the contract to purchase the Properties, and that it is the sole responsibility of each Offeror to verify the accuracy of the information contained in this Information Package. The District is providing no warranties or representations as to the accuracy of the information herein, the fitness or condition of any of the Properties, or any other matter.

8. CONFLICT OF INTEREST

By submitting an offer, the individual or firm (including owners and officers) declares that they have no relationship with a District employee or elected official, and that they are not involved in any other situation that could be perceived to be a conflict of interest, unless such relationship or situation is fully disclosed and attached to the offer.

9. PROPERTY LOCATION

The Properties are located in the Dundarave neighbourhood in the District of West Vancouver. The immediate neighbourhood is comprised of single-family residences. Immediately to the North is Brissenden Park. Schools within the vicinity include West Bay Elementary, Irwin Park Elementary, Collingwood School and West Vancouver Secondary School. 21st Street is an arterial traffic route connecting to Trans Canada Highway to the north and Marine Drive to the south. A topographic plan is included in ***Appendix IV*** and aerial/street view photos are included in ***Appendix VI***.

10. PROPERTY DESCRIPTION

(a) Lot Sizes

The Properties are three rectangular shaped, newly subdivided lots (by the District). The Properties' lot sizes are as shown on subdivision plan no. EPP117813 (see ***Appendix II***) and are as follows:

2517 Rosebery Avenue (Lot 3): approximately 0.170 hectares (1,700 m², 18,298.7 ft.²)
2523 Rosebery Avenue (Lot 2): approximately 0.125 hectares (1,250 m², 13,454.9 ft.²)
2539 Rosebery Avenue (Lot 1): approximately 0.125 hectares (1,250 m², 13,454.9 ft.²)

(b) Lot Services

The District will be providing servicing (water, storm sewer and sanitary sewer) to the property line of each Property with all service connections and locations to be determined by the District in its sole discretion.

(c) Zoning and OCP Designation

The Properties are zoned Single Family Dwelling (RS-3) Zone in the Zoning Bylaw No. 4662, 2010. A copy of the RS3 Single Family Dwelling Zone 3 is attached as ***Appendix V***.

11. OTHER TERMS

(a) If a provision of the District's form of Offer is of concern, or if the prospective buyer has an amendment or alternative for consideration, the prospective buyer may contact Mark Chan, Deputy Chief Administrative Officer at: mchan@westvancouver.ca or 604-925-7098 to discuss.

(b) Notwithstanding anything contained herein, prospective buyers must complete their own due diligence prior to making an Offer, and it is the responsibility of all Offerors to complete and verify the information contained in this Information Package, including all appendices attached hereto. The District shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this Information Package, including any of the appendices.

(c) The District may accept or reject any Offer on the basis of policies and preferences not stated in this Information Package.

(d) All negotiations and discussions with Offerors are on a without prejudice basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by Council and a written agreement is signed by the District.

(e) Subject to section 11(c) above, the District may negotiate changes to an Offer with any one or more of the Offerors, without having any duty or obligation to advise or allow any other Offerors to vary their Offers or otherwise negotiate with the District.

(f) The District has an Agency relationship with real estate agent Mayur Arora of One Flat Fee (Oneflatfee.ca) in respect of the Properties. The District does not authorize any other person or agency to represent the Properties on its behalf without the prior written approval of the District. The District shall not be responsible for the payment of any fees, commission, or expenses claimed by any other person or agency unless previously agreed to in writing.

12. ENQUIRIES

Enquiries regarding this land sale should be directed to:

Mark Chan, Deputy Chief Administrative Officer
t: (604) 925-7098
e: mchan@westvancouver.ca

13. APPENDICES

Appendix I: Title Searches
Appendix II: Subdivision Plan
Appendix III: Encumbrances
Appendix IV: Topographic Plan
Appendix V: Zoning Bylaw excerpt - RS3 Single Family Dwelling Zone 3
Appendix VI: Aerial and street view photos
Appendix VII: Form of Offer

APPENDIX I
TITLE SEARCHES

1) Land Title Search for 2517 Rosebery Avenue (Lot 3)

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA9828003
From Title Number	LB564597
Application Received	2022-03-31
Application Entered	2022-04-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER 750 - 17TH STREET WEST VANCOUVER, BC V7V 3T3
Taxation Authority	West Vancouver, The Corporation of the District of
Description of Land	
Parcel Identifier:	031-665-888
Legal Description:	LOT 3 BLOCK 3A EAST PART OF DISTRICT LOT 815 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP117813
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	CA9828006
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER INCORPORATION NO. N/A

Title Number: CA9828003 TITLE SEARCH PRINT Page 1 of 2

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA9828007
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER INCORPORATION NO. N/A
Remarks:	PART IN PLAN EPP117815

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA9828008
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Remarks:	PART IN PLAN EPP117815

Nature:	COVENANT
Registration Number:	CA9828009
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

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(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

2) Land Title Search for 2523 Rosebery Avenue (Lot 2)

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA9828002
From Title Number	LB564596 LB564597
Application Received	2022-03-31
Application Entered	2022-04-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER 750 - 17TH STREET WEST VANCOUVER, BC V7V 3T3
Taxation Authority	West Vancouver, The Corporation of the District of
Description of Land	
Parcel Identifier:	031-665-870
Legal Description:	LOT 2 BLOCK 3A EAST PART OF DISTRICT LOT 815 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP117813
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	CA9828009
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Remarks:	INTER ALIA
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE

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(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

Pending Applications NONE

CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

3) Land Title Search for 2539 Rosebery Avenue (Lot 1)

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA9828001
From Title Number	LB564596
Application Received	2022-03-31
Application Entered	2022-04-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER 750 - 17TH STREET WEST VANCOUVER, BC V7V 3T3
Taxation Authority	West Vancouver, The Corporation of the District of
Description of Land	
Parcel Identifier:	031-665-861
Legal Description:	LOT 1 BLOCK 3A EAST PART OF DISTRICT LOT 815 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP117813
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	CA9828009
Registration Date and Time:	2022-03-31 16:59
Registered Owner:	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Remarks:	INTER ALIA
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE

TITLE SEARCH PRINT 2022-04-25, 11:11:36
File Reference: Requestor: Jenn Suggit

Pending Applications NONE

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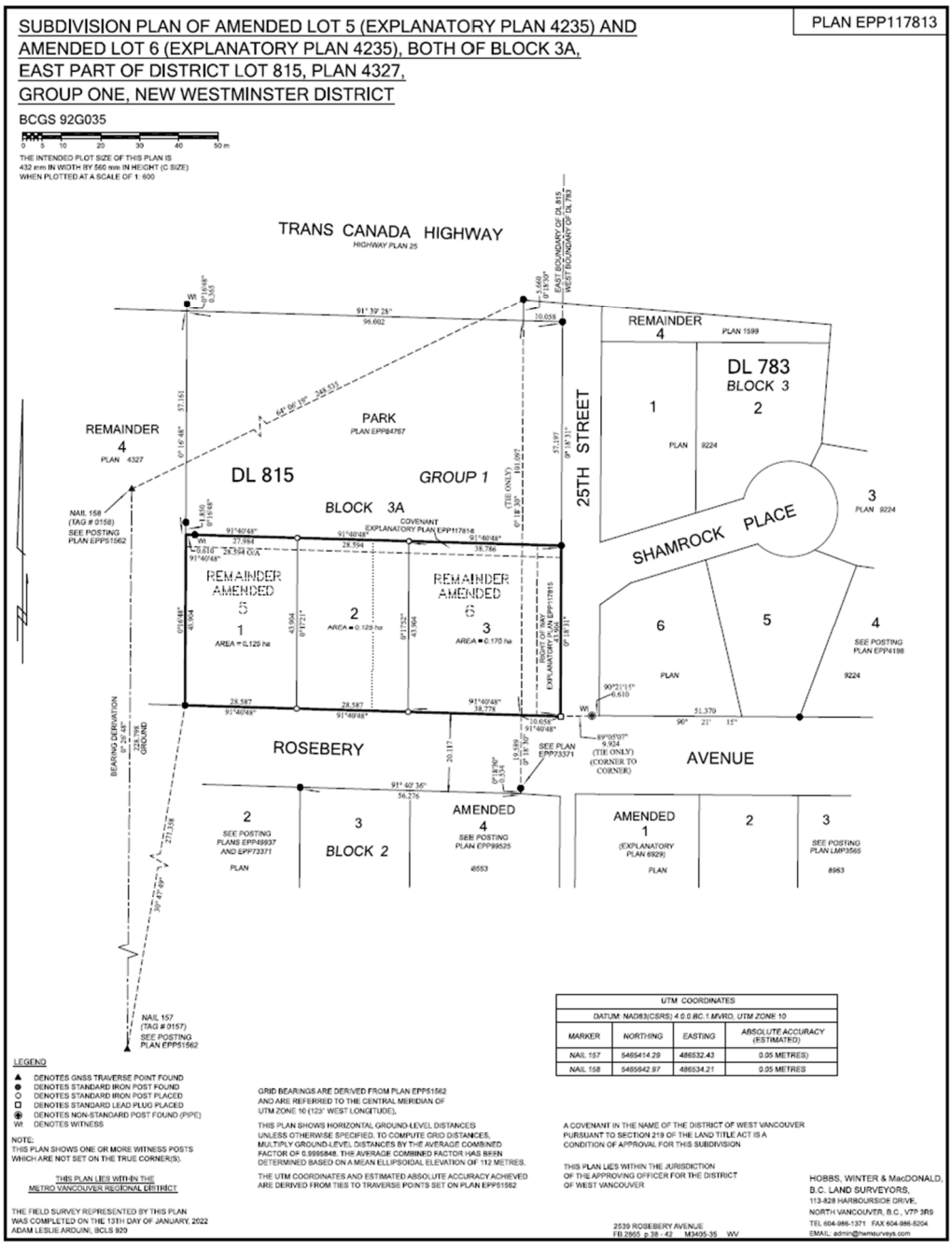
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

APPENDIX II
SUBDIVISION PLAN EPP117813



APPENDIX III
REGISTERED ENCUMBRANCES

1) S. 219 Covenant No. CA9828006 and Statutory Right of Way No. CA9828007

bc Land Title & Survey — Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
MAR 31 2022 16:59:37.007
CA9828006-CA9828007

1. Application

Olga Rivkin, Lidstone & Company Law Corporation
1300 - 128 W Pender Street
Vancouver BC V6B 1R8
604-899-2932

2. Description of Land

PID/Plan Number	Legal Description
EPP117813	**LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
STATUTORY RIGHT OF WAY		**as to part on plan EPP117815**

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, NO.N/A

6. Transferee(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER N/A
750 - 17TH STREET
WEST VANCOUVER BC V7V 3T3

7. Additional or Modified Terms

Form C (Section 233)
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2022 03 09 17:05:36.261
1 of 2 Pages

Land Title Act
Charge
General Instrument – Part 1

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	Execution Date	Transferor Signature(s)
_____ **Mahssa Beattie** **Commissioner for Taking Affidavits for British Columbia** 170 17th Street West Vancouver BC V7V 3T3 Expiry date: September 30, 2024	YYYY-MM-DD **2022-03-11**	**The Corporation of the District of West Vancouver** By their Authorized Signatory _____ **Name: Mayor Booth** _____ **Name: Pascal Cuk**

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.

Olga Rivkin WQG4CN

Digitally signed by Olga Rivkin WQG4CN
Date: 2022-03-31 16:49:08 -07:00

Form C (Section 233)
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2022 03 09 17:05:36.261

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TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND COVENANT (UTILITIES AND DRAINAGE)

WHEREAS:

A. The Owner is the registered owner of the Lands;

B. The District is a municipality operating pursuant to the *Community Charter*, S.B.C. 2003, c. 26 and the *Local Government Act*, R.S.B.C. 2015, c. 1;

C. Section 218 of the *Land Title Act*, R.S.B.C. 1996 c. 250 provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement without a dominant tenement for any purpose necessary for the operation and maintenance of such municipality's undertaking (a "**Statutory Right of Way**");

D. Section 219 of the *Land Title Act*, R.S.B.C. 1996 c. 250 permits registration of a covenant in favour of a municipality in respect of the use of land or that land is or is not to be built on (a "**Section 219 Covenant**"); and

E. The Statutory Right of Way and Section 219 Covenant in this Agreement are necessary for the operation and maintenance of the District's undertaking.

NOW THEREFORE in consideration of the premises, of the sum of $10.00, receipt of which from the District is hereby acknowledged by the Owner, and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

(a) "**Agreement**" means, collectively, Part 1 and the Terms;

(b) "**Claims and Expenses**" means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death;

(c) "**Contaminants**" means any substance, material, solid, liquid, gas, vapour, odour, radiation, or combination of any of them, the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereinafter prohibited, controlled or regulated under any applicable laws;

(d) "**District**" means the Corporation of the District of West Vancouver;

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(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

(e) "**District Parties**" means the District, its elected officials, officers, employees, representatives, agents, successors and assigns;

(f) "**Land Title Office**" means the New Westminster/Vancouver Land Title Office;

(g) "**Lands**" means the lands and premises described in Item 2 of Part 1;

(h) "**Owner**" means the person described in Item 5 of Part 1;

(i) "**Part 1**" means Form C – General Instrument – Part 1;

(j) "**Right of Way Area**" means that portion of the Lands measuring 267.7m2, shown outlined in bold on explanatory plan of statutory right of way, dated January 20, 2022, prepared by Adam Arduini, BCLS, and deposited in the Land Title Office under number Plan EPP117815, a reduced copy of which plan is attached as Schedule A;

(k) "**Section 219 Covenant**" has the meaning ascribed to it in Recital D;

(l) "**Statutory Right of Way**" has the meaning ascribed to it in Recital C;

(m) "**Terms**" means these Terms of Instrument – Part 2; and

(n) "**Works**" means all above and below ground water mains, sanitary sewers, storm sewers, district energy mains, communication works, drains, ditches, surface drainage routes, manholes, ducts, poles, equipment, apparatus, conduits, lines and pipes, together with all necessary or ancillary structures and equipment, including without limitation, water metering devices, chambers, boxes, valves, and all other works of a similar nature or kind associated with, or required for, from time to time, the provision of one or more municipal services or utilities.

1.2 Interpretation

In this Agreement:

(a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;

(b) the division of this Agreement into sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;

(c) references to any section or schedule will, unless the context otherwise requires, mean that section or schedule of this Agreement;

(d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;

(e) the words **"include"** and **"including"** are to be construed as meaning **"include without limitation"** and **"including without limitation"**;

(f) reference to **"party"** and **"parties"** means the one or more parties to this Agreement, as the context demands; and

(g) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.

2. STATUTORY RIGHT OF WAY

2.1 Statutory Right of Way – Grant

Pursuant to section 218 of the *Land Title Act,* the Owner grants to the District, its officers, invitees, licensees, employees, permitees and agents, in perpetuity, the non-exclusive right, license, liberty, easement and Statutory Right of Way, at all times by day and by night to enter, labour, go, be, return, pass and re-pass over, along and across the Right of Way Area and to use the Right of Way Area for one or more of the following purposes:

(a) make surveys, tests and examinations upon the Right of Way Area;

(b) construct, install, lay down, place, maintain, keep, remove, enlarge, renew, add to, repair and replace the Works within the Right of Way Area;

(c) use the Works for their intended purpose to provide municipal services and utilities, including sewer, water and drainage services to and through the Lands;

(d) without limiting section 2.1(c), and with or without using the Works:

(i) transmit, transport and meter storm water, surface runoff, and drainage of any quantity and quality under and through the Right of Way Area;

(ii) detain and retain storm water, surface runoff, and drainage on or in the Right of Way Area, of any quantity or quality; and

(iii) direct storm water, surface runoff, and drainage to flow through, across, under or over, and be released to and from the Right of Way Area,

all as the District deems necessary;

(e) dig up and remove such soil from the Right of Way Area as may be deemed necessary and expedient by the District;

(f) cover the Right of Way Area with fill, soil, sand, gravel and/or pavement as may be deemed necessary and expedient by the District;

(g) disturb, demolish or remove any buildings, structures, improvements, real or personal property or organic or inorganic material, in, on or under the Right of Way Area if, in the

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opinion of the District, it may interfere with the District's rights hereunder (although the District will have no obligation to do so); and

(h) do all acts necessary or incidental to the foregoing,

to have and to hold unto the District, from and after the date that this Agreement is registered against title to the Lands.

3. SECTION 219 COVENANT

3.1 Section 219 Covenant - Grant

The Owner hereby covenants and agrees with the District, as a covenant in favour of the District pursuant to Section 219 of the *Land Title Act*, that the Owner shall use the Right of Way Area in accordance with this Part 3.

3.2 Use of the Right of Way Area

The Owners shall not:

(a) deposit or release any Contaminants onto the Right of Way Area;

(b) do or permit to be done any act or thing on the Right of Way Area which in the opinion of the District might interfere with, injure, or impair the operating efficiency of the Works or obstruct access to, or the use of, the Right of Way Area or the Works;

(c) store any material on the Right of Way Area without the prior written consent of the District; and

(d) construct or install any building, structure, improvement, fixture, sign or thing of any kind whatsoever or plant any tree, shrub, or garden of any kind whatsoever in the Right of Way Area without the prior written consent of the District.

4. DISTRICT'S RIGHTS AND OBLIGATIONS

4.1 District not Required to do Work or Exercise Rights

Nothing will obligate the District to undertake any of the Works or to exercise any of the rights granted in this Agreement.

4.2 District Covenants

In respect to exercising the rights herein, the District agrees:

(a) not to bury debris or rubbish in excavations or backfill, or deposit or release any Contaminants onto the Right of Way Area; and

(b) to remove any Works-related debris, equipment or materials from the Right of Way Area upon completion of any works by the District thereon.

5. RELEASE AND INDEMNITY

5.1 Indemnity

The Owner hereby covenants with the District, pursuant to section 219(6) of the *Land Title Act*, that the Owner shall indemnify the District Parties against all Claims and Expenses which the District Parties may suffer, incur or be put to that are in any way related to any breach by the Owner of any covenant or agreement contained in this Agreement, without any exceptions.

5.2 Release

As an integral part of the Section 219 Covenant contained herein, the Owner hereby releases the District Parties from all Claims and Expenses which the Owner may at any time have by reason of the exercise by the District of the rights granted to the District under this Agreement, without any exceptions.

5.3 Survival of Release and Indemnity Obligations

The parties' obligations set out in this Section 5 will survive any discharge, expiration or termination of this Agreement.

6. DEFAULT AND REMEDIES

6.1 Default and Remedies

(a) If the Owner fails to comply with any of its obligations under this Agreement, then the District may notify the Owner in writing (at the address shown on title to the Lands in the LTO at the relevant time) that the Owner is in default, describe the default, and instruct the Owner to correct the default within 15 days of receiving the notice.

(b) If the correction of a default cannot be completed within 15 days of receiving the notice, the Owner will only be in compliance with this Agreement and the District's instructions if the Owner:

(i) immediately takes all reasonable steps to begin to correct the default;

(ii) provides the District with a schedule reasonably acceptable to the District for such correction; and

(iii) completes the correction in accordance with such schedule.

(c) Notwithstanding the foregoing, no notice is required in the event of a real or a reasonably perceived emergency. In the event of an emergency, the Owner will forthwith correct the defect upon written or verbal notice from the District.

(d) Damages are an inadequate remedy for the District; and the District is entitled to seek an order for specific performance, or a prohibitory or mandatory injunction in order to compel performance of the obligations in this Agreement.

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(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

(e) No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

6.2 District May Perform Owner's Obligations

Without limiting Section 6.1, if the Owner fails to correct the default as contemplated in Section 6.1, the District may (but is not obligated to), upon giving to the Owner 15 days' prior written notice describing the default, or immediately in the case of a real or perceived emergency, perform such obligations, for and on behalf of and at the sole cost of the Owner.

6.3 Owner will Reimburse District for its Costs

Upon receipt of written demand for same, the Owner will pay to the District all costs incurred by the District under Section 6.2, including a 30% administrative fee.

7. GENERAL

7.1 District may Designate Licensees

The District may from time to time designate licensees and permittees for any purposes connected with this Agreement and may assign all or part of its rights under this Agreement from time to time and at any time.

7.2 No Derogation

Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the District or prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act*, or any other Act of the legislature of British Columbia.

7.3 Priority

The Owner will do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except any specifically approved in writing by the District or in favour of the District.

7.4 Charge on Land

The Statutory Right of Way and Section 219 Covenant in this Agreement run with the Lands and, upon registration of this Agreement, will constitute charges on the Lands in favour of the District.

CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

7.5 No Liability after Transfer

The Owner will not be liable for any breach of any covenant, promise or agreement in this Agreement with respect to any portion of the Lands sold, assigned, conveyed or otherwise disposed of, occurring after the Owner has ceased to be the owner thereof.

7.6 Enurement

This Agreement will enure to the benefit of and be binding upon the Owner and the District and their respective successors, administrators and permitted assigns and will run with the land and enure to the benefit of and be binding upon the Owner's successors in title and their respective heirs, executors, administrators, trustees and successors.

7.7 Waiver

Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

7.8 Amendment

Any modification of this Agreement must be in writing, signed by both parties, and must be in a form that can be registered in the Land Title Office.

7.9 Severability

If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

7.10 Governing Law

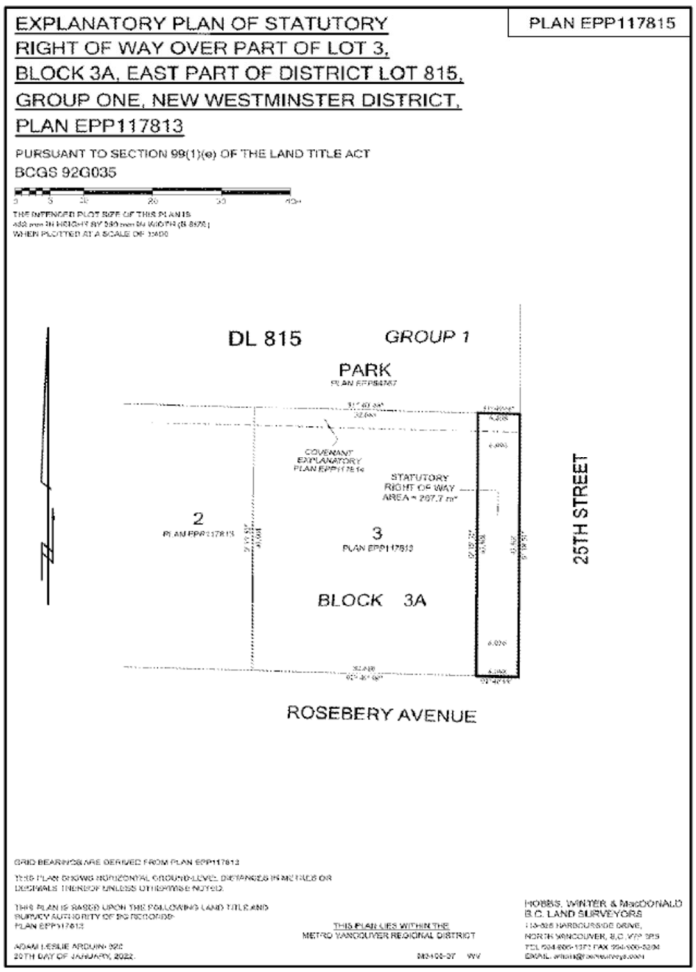
This Agreement will be governed by and construed according to the law of the Province of British Columbia.

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement by signing the "Form C – General Instrument – Part 1" or "Form D – Executions Continued" attached hereto.

Single Family Lots for Sale

SCHEDULE A

Right of Way Area



{00784364; 3 }

CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

2) Statutory Right of Way No. CA9828008

bc Land Title & Survey

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
MAR 31 2022 16:59:37.008
CA9828008

1. Application

Olga Rivkin
Lidstone & Company Law Corporation
1300 - 128 Pender St W
Vancouver BC V6B 1R8
604-899-2269

File No. 10006-191 (Park SRW)

2. Description of Land

PID/Plan Number	Legal Description
EPP117813	**LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813**

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		**As to part on plan EPP117815**

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

6. Transferee(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17TH STREET
WEST VANCOUVER BC V7V 3T3

7. Additional or Modified Terms

Form C (Section 233) 2022 01 24 15:10:10.846 1 of 2 Pages

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Land Title Act
Charge
General Instrument – Part 1

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	Execution Date	Transferor Signature(s)
_____ **Mahssa Beattie** **Commissioner for Taking Affidavits for British Columbia** 750 17th Street West Vancouver BC V7V 3T3 Expiry date: September 30, 2024	YYYY-MM-DD **2022-03-11**	**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER** By their Authorized Signatory _____ **Print Name: Mayor Booth** _____ **Print Name: Pascal Cuk**

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.

Olga Rivkin WQG4CN

Digitally signed by Olga Rivkin WQG4CN
Date: 2022-03-31 16:41:11 -07:00

Form C (Section 233) 2022 01 24 15:10:10.846 2 of 2 Pages

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TERMS OF INSTRUMENT – PART 2

SECTION 218 STATUTORY RIGHT OF WAY

THIS AGREEMENT is dated for reference the 24th day of January, 2022

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipality incorporated pursuant to the *Community Charter* and having its postal address at 750 17th Street, West Vancouver, British Columbia, V7V 3T3

(the "Grantor")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipality incorporated pursuant to the *Community Charter* and having its postal address at 750 17th Street, West Vancouver, British Columbia, V7V 3T3

(the "Grantee")

WHEREAS:

A. The Grantor is the registered owner in fee simple of the lands and premises situate in the District of West Vancouver, British Columbia, and more particularly known and described as:

PARCEL IDENTIFER: NPA, LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813

(the "**Lands**");

B. The Grantee operates a municipal park in the vicinity of the Lands and seeks to reserve a statutory right of way over the Right of Way Area for public park purposes;

C. Section 218 of the *Land Title Act*, R.S.B.C. 1996 c. 250 provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement without a dominant tenement for any purpose necessary for the operation and maintenance of such municipality's undertaking (a "**Statutory Right of Way**");

D. The Statutory Right of Way granted pursuant hereto is necessary for the operation and maintenance of the District's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements contained herein and the sum of $1.00 paid by the Grantee to the Grantor (the receipt and sufficiency of which is acknowledged by the Grantor), the parties hereto covenant and agree with each other as follows:

1. In this Agreement the term "**Easement Area**" refers to that portion of the Lands measuring 267.7m2, shown outlined in bold on explanatory plan of statutory right of way, dated January 20, 2022, prepared by Adam Arduini, BCLS, and deposited in the Land Title Office under number Plan EPP117815, a reduced copy of which plan is attached as Schedule A.

2. The Grantor hereby grants to the Grantee in perpetuity the easement, right, and Statutory Right of Way to occupy and use the Easement Area for public park purposes, and all uses and purposes reasonably incidental or related thereto, including without limitation the right to:

   (a) permit members of the public to enter onto and to pass and repass over the Easement Area;

   (b) construct, install, and maintain walking paths, seating areas, lighting, signage, and any other structures and facilities which in the opinion of the Grantee will enhance the utility of the Easement Area for public park purposes;

   (c) landscape and decorate the Easement Area in a manner consistent with use as a public park, including without limitation planting trees, bushes, flowers, and other types of plants;

   (d) install fencing to separate the Easement Area from the remainder of the Lands;

   (e) enter onto the Easement Area for any purpose reasonably related to any of the foregoing; and

   (f) any other activity reasonably related to any of the foregoing.

3. The Grantee will be responsible, at its own cost and expense, for the maintenance and upkeep of the Easement Area. The Grantor further acknowledges that the Grantee will exercise its rights under this Statutory Right of Way in a manner that is consistent with its duties as Trustee of the charitable purpose trust created by the will of Noreen Brissenden, deceased.

4. The Grantor will not:

   (a) erect, place, or maintain any building, structure, chattel, driveway, or patio on any part of the Easement Area;

   (b) make any alteration of any kind to the Easement Area; or

   (c) do or knowingly permit to be done any act or thing which will interfere with use of the Easement Area as public park.

Without limiting the generality of the foregoing, the Grantor acknowledges that the Grantee shall be entitled to remove any building, structure, driveway, patio or thing which the Grantor shall erect, place, or maintain on any part of the Easement Area contrary to the terms of this Agreement.

5. Each party to this Agreement will indemnify and hold harmless the other party of and from any damages or liabilities resulting from such party's breach of this Agreement.

6. This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the Grantee under any enactment or at common law, including in relation to the use, development, or servicing of the Lands;

(b) affect or limit any enactment relating to the use, development, or servicing of the Lands; or

(c) relieve the Grantor from complying with any enactment, including in relation to the use, development, or servicing of the Lands.

7. All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or personally served as follows:

(a) if to the Grantor, as follows:

District of West Vancouver
750 – 17th Street,
West Vancouver, B.C.
V7V 3T3

Attention: Corporate Officer

(b) if to the another owner of the Lands, such owner's then current address as shown in the Land Title Office's records; and

(c) if to the Grantee, as follows:

District of West Vancouver
750 – 17th Street,
West Vancouver, B.C.
V7V 3T3

Attention: Corporate Officer

Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an

interruption in the mail, any notice or other communication must be personally served until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

8. No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed or constituted as a waiver of any further or other breach of the same or any other provision or default.

9. All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude, or limit any other right or remedy. All rights and remedies may be exercised concurrently.

10. Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.

11. Every provision of this Agreement and every obligation and covenant of the Grantor in this Agreement, constitutes a deed and a contractual obligation, and also a Statutory Right of Way granted by the Grantor to the Grantee in accordance with section 218 of the *Land Title Act*, and this Agreement burdens the Lands to the extent provided in this Agreement, and runs with it and binds the Grantor's successors in title. The Grantor acknowledges that the Grantor has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Lands.

12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

13. This Agreement may be amended from time to time by agreement between the Grantor and the Grantee. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Grantor and the Grantee.

14. The parties acknowledge that damages are an inadequate remedy for either party, and that either party shall be entitled to specific relief, whether in the nature of specific performance or injunctive relief, in the event of any actual or reasonably anticipated breach of this Agreement by the other party. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

15. This Agreement may be executed in any number of counterparts and delivered via facsimile or email, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

16. In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

(c) reference to the "Lands" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

(d) unless otherwise expressly provided, reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;

(e) time is of the essence;

(f) all provisions are to be interpreted as always speaking;

(g) reference to a "party" is a reference to a party to this Agreement and to their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;

(h) reference to the Grantee is a reference also to its elected and appointed officials, officers, employees and agents;

(i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

(j) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including"; and

(k) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably.

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

CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

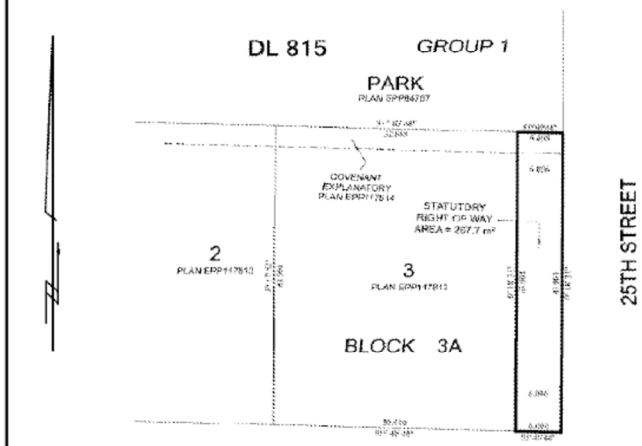
Status: Registered Doc #: CA9828008 RCVD: 2022-03-31 RQST: 2022-04-25 11.15.45

SCHEDULE A
EASEMENT AREA

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PART OF LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NEW WESTMINSTER DISTRICT, PLAN EPP117813

PLAN EPP117815

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
BCGS 92G035



GRID BEARINGS ARE DERIVED FROM PLAN EPP117813

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES IN METRES OR DECIMALS THEREOF UNLESS OTHERWISE NOTED

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

HOBBS, WINTER & MacDONALD
B.C. LAND SURVEYORS

{00777737; 1 }

CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

3) Section 219 Covenant No. CA9828009

bc Land Title & Survey — Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
MAR 31 2022 16:59:37.009
CA9828009

1. Application

Olga Rivkin
Lidstone & Company Law Corporation
1300 - 128 Pender St W
Vancouver BC V6B 1R8
604-899-2269

File No. 10006-191 (Tree Covenant)

2. Description of Land

PID/Plan Number	Legal Description
EPP117813	LOT 1, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813
EPP117813	LOT 2, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813
EPP117813	LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire document

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

6. Transferee(s)

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17TH STREET
WEST VANCOUVER BC V7V 3T3

7. Additional or Modified Terms

Form C (Section 233)
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2022 01 24 15:21:41.944
1 of 2 Pages

Land Title Act
Charge
General Instrument – Part 1

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	Execution Date	Transferor Signature(s)
_____ **Mahssa Beattie** **Commissioner for Taking Affidavits for British Columbia** 750 17th Street West Vancouver BC V7V 3T3 Expiry date: September 30, 2024	YYYY-MM-DD **2022-03-11**	**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER** By their Authorized Signatory _____ **Print Name: Mayor Booth** _____ **Print Name: Pascal Cuk**

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.

Olga Rivkin WQG4CN

Digitally signed by Olga Rivkin WQG4CN
Date: 2022-03-31 16:44:06 -07:00

Form C (Section 233) 2022 01 24 15:21:41.944 2 of 2 Pages

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TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT is dated for reference the 24th day of January, 2022

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipality incorporated pursuant to the Community Charter and having its postal address at 750 17th Street, West Vancouver, British Columbia, V7V 3T3

(the "Grantor")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipality incorporated pursuant to the Community Charter and having its postal address at 750 17th Street, West Vancouver, British Columbia, V7V 3T3

(the "Grantee")

WHEREAS:

A. The Grantor is the owner of the following real property:

PARCEL IDENTIFER: NPA, LOT 1, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813;

PARCEL IDENTIFER: NPA, LOT 2, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813;

PARCEL IDENTIFER: NPA, LOT 3, BLOCK 3A, EAST PART OF DISTRICT LOT 815, GROUP ONE, NWD, PLAN EPP117813

(collectively, the "**Lands**")

B. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a Municipality or the Crown; and

C. For the purposes of protecting trees within that portion of the Lands shown outlined in bold on explanatory plan of covenant, dated January 20, 2022, prepared by Adam Arduini, BCLS, and deposited in the Land Title Office under number Plan EPP117814, a reduced copy of which plan is attached as Schedule A (the "**Tree Protection Zone**"), the Grantor desires to grant and the Grantee agrees to accept, this covenant in favour of the Grantee pursuant to Section 219 of the Land Title Act.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar ($1.00) now paid to the Grantee by the Grantor (the receipt and sufficiency of which is hereby acknowledged), the Grantor hereby covenants with the Grantee, as a covenant granted by the Grantor to the Grantee pursuant to Section 219 of the Land Title Act, that the Lands will be used in accordance with this Agreement, such that:

1. Wherever used in this Agreement, including the recitals, unless there is something in the subject-matter or context inconsistent therewith, the following terms shall have the meanings ascribed to them:

   (a) "Director of Planning and Development Services" means the Grantee's Director of Planning and Development Services, and includes any deputy director of the Grantee's Planning and Development Services division, and any other person authorized by the Director of Planning and Development Services or the Grantee's Municipal Council to act on behalf of the Director of Planning and Development Services or any deputy director of the Grantee's Planning and Development Services division;

   (b) "Retained Trees" means all existing trees within or located on the boundary of the Tree Protection Zone; and

   (c) "Tree Protection Zone" has the meaning set out in Recital C.

2. Within or on the boundary of the Tree Protection Zone:

   (a) none of the Retained Trees shall be cut down, limbed, dug up, pruned, topped, re-topped, removed or otherwise damaged or killed, including but not limited to damage inflicted upon the trunk, stem or root system by machinery, storage of materials, removal or compaction of soil or changing the natural grade above the root system or around the trunk and including encroachment on the branches by any part of a building or structure, unless:

      (i) a written opinion prepared and executed by an arborist certified by The International Society of Arboriculture is submitted to the Grantee stating that the proposed cutting down, limbing, digging up, pruning, topping, re-topping, killing, or removing of the tree is necessary because the tree (A) has been damaged by natural causes to the extent that it is unusually vulnerable to disease or premature death, (B) is hazardous, or (C) is causing damage to property (including roofs, retaining walls, or paved areas), but for these purposes the accumulation of leaves or needles does not constitute damage, or (D) is interfering with utility wires or other utility infrastructure or with access to such wires or infrastructure; and

      (ii) prior approval in writing has been obtained from the Director of Planning and Development Services. Written approval may be withheld in the Director of Planning and Development Services' sole discretion, and the Director of Planning and Development Services may require, as a condition of his or her approval, either the replacement of the subject tree with up to two (2) trees of a type and size and in a location acceptable to the Director of Planning and Development Services or, at the Director of Planning and Development Services' option, the payment of an amount equal to the value of such tree as determined by an arborist according to the most recent edition of the Guide to Plant Appraisal prepared by The Council of Tree and

Landscape Appraisers and The International Society of Arboriculture, or such other value as the parties may agree upon; and

(iii) prior approval in writing has been obtained from the Grantee, in its capacity as Trustee of the charitable purpose trust created by the will of Doreen Brissenden, deceased.

3. In the event that any of the Retained Trees are cut down, limbed, pruned, topped, re-topped, dug up, removed or otherwise damaged or killed in contravention of Section 2 above, the Grantor shall:

(a) immediately notify the Grantee of such cutting down, limbing, pruning, topping, re-topping, digging up, removal, damage, or killing;

(b) within fifteen (15) business days after receipt of written notice from the Grantee to do so, provide an evaluation of the affected Retained Trees as determined according to the most recent edition of the Guide to Plant Appraisal prepared by The Council of Tree and Landscape Appraisers and The International Society of Arboriculture and prepared by an arborist certified by The International Society of Arboriculture;

(c) within forty-five (45) business days after acceptance of the evaluation by the Director of Planning and Development Services, at the option of the Grantee, either pay to the Grantee $5,000 per tree plus an amount equal to the accepted value of such tree or provide such other compensation as the parties may agree upon; and

(d) upon request from the Director of Planning and Development Services, permit personnel or contractors of the Grantee to enter on the Lands for the purpose of replacing or maintaining the affected tree or trees.

Replacement trees or other vegetation purchased by the Grantee with the funds provided by the Grantor shall be planted on the Lands or in such other location as the Grantee, in its sole discretion, may deem appropriate.

4. The Grantor further acknowledges, agrees, and covenants with the Grantee that:

(a) damages will not be an adequate remedy for any breach by the Grantor of this Agreement, and the Grantee shall be entitled to seek interim, interlocutory, and permanent injunctive relief to prevent any breach by the Grantor of this Agreement, without the necessity of having to prove irreparable damage and without regard to the balance of convenience; and

(b) if the Grantor defaults in the observance or performance of any obligations set out in Section 3, above, and such default is not remedied within thirty (30) days after the Grantee has given notice to the Grantor specifying the default and requesting that it be cured, the Grantee may remedy the default and seek reimbursement from the Grantor for all of its costs incurred and, until paid, the costs shall form a rent charge pursuant to section 219(6) of the Land Title Act and at common law.

5. As an integral part of the covenant pursuant to section 219(6) of the Land Title Act, the Grantor further covenants and agrees with the Grantee to release the Grantee and its elected officials, officers, employees and agents from and to effectually indemnify and save the Grantee and its elected officials, officers, employees and agents harmless against all actions, causes of action, prosecutions, proceedings, judgments, orders, claims, fines, demands, damages, losses, expenses and costs which may be incurred by or made against the Grantee relating to or arising from:

(a) the retention of the Retained Trees; and

(b) any act or omission carried out by or not carried out by the Grantee, its elected officials, officers, servants, agents or employees in the exercise or purported exercise of any of the rights or compliance or attempted compliance with any obligations granted or imposed by this Agreement.

6. This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the Grantee under any enactment or at common law, including in relation to the use, development, or servicing of the Lands;

(b) affect or limit any enactment relating to the use, development, or servicing of the Lands; or

(c) relieve the Grantor from complying with any enactment, including in relation to the use, development, or servicing of the Lands, including without limitation the Grantee's Tree Bylaw, No. 4892, 2016, or any similar or replacement bylaw of the Grantee.

7. All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or personally served as follows:

(a) if to the Grantor, as follows:
District of West Vancouver, 750 – 17th Street, West Vancouver, B.C. V7V 3T3
Attention: Corporate Officer

(b) if to another owner of the Lands, such owner's then current address as shown in the Land Title Office's records; and

(c) if to the Grantee, as follows:
District of West Vancouver, 750 – 17th Street, West Vancouver, B.C. V7V 3T3
Attention: Corporate Officer

Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be personally served until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

8. No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed or constituted as a waiver of any further or other breach of the same or any other provision or default.

9. All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude, or limit any other right or remedy. All rights and remedies may be exercised concurrently.

10. Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.

11. Every provision of this Agreement and every obligation and covenant of the Grantor in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Grantor to the Grantee in accordance with section 219 of the Land Title Act, and this Agreement burdens the Lands to the extent provided in this Agreement, and runs with it and binds the Grantor's successors in title. The Grantor acknowledges that the Grantor has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Lands.

12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

13. This Agreement may be amended from time to time by agreement between the Grantor and the Grantee. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Grantor and the Grantee.

14. In this Agreement:

    (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

    (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

    (c) reference to the "Lands" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

    (d) unless otherwise expressly provided, reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;

    (e) time is of the essence;

    (f) all provisions are to be interpreted as always speaking;

    (g) reference to a "party" is a reference to a party to this Agreement and to their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;

(h) reference to the Grantee is a reference also to its elected and appointed officials, officers, employees and agents;

(i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

(j) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including"; and

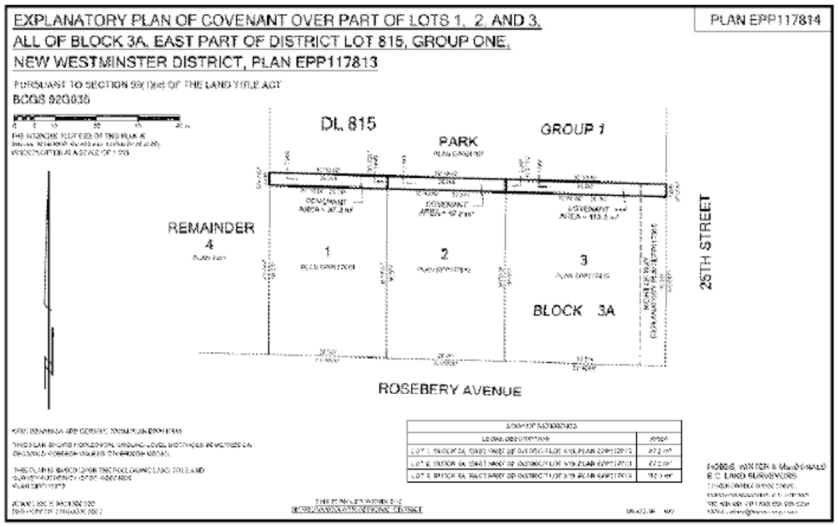
(k) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably.

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

{00774555; 2 }

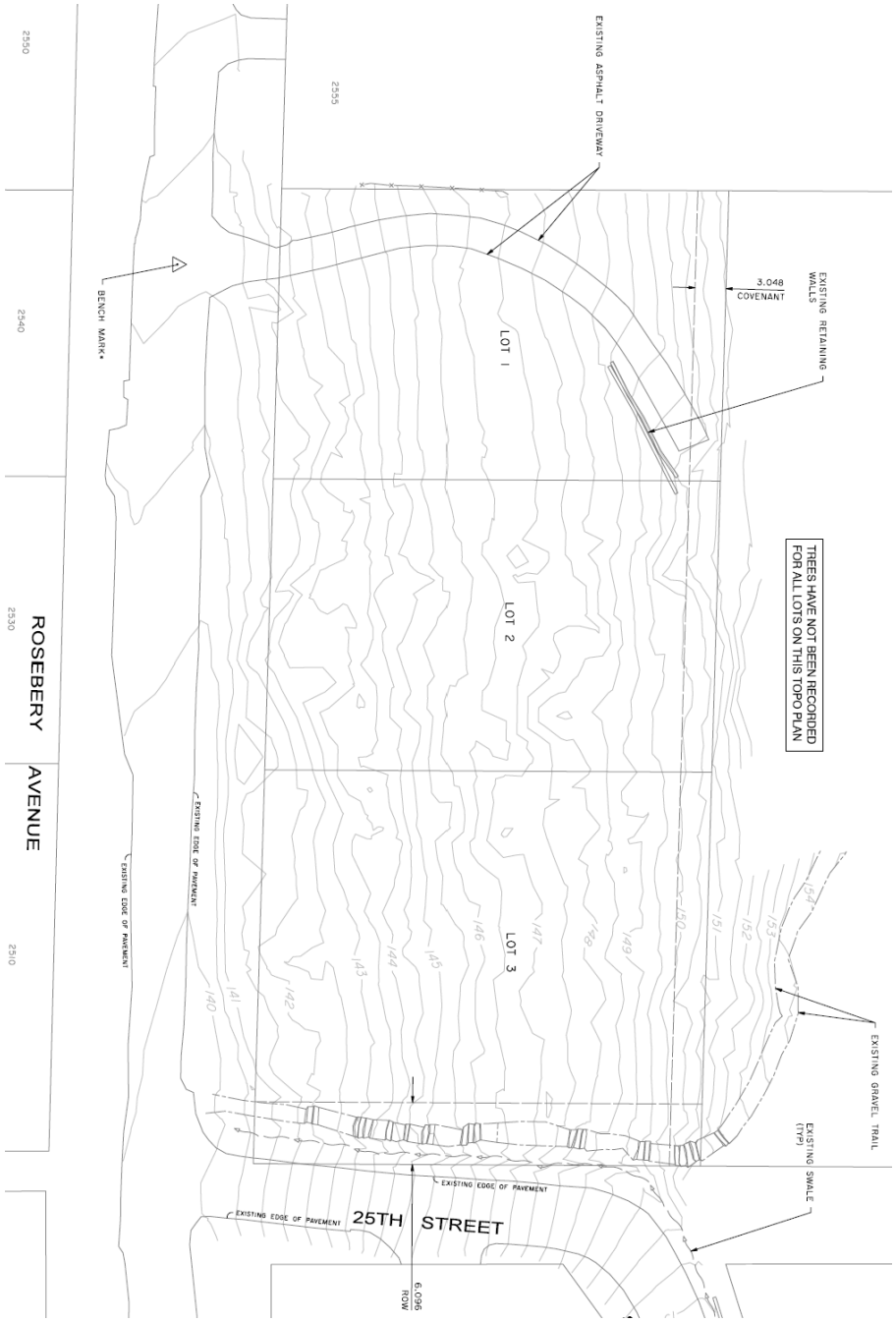
Status: Registered Doc #: CA9828009 RCVD: 2022-03-31 RQST: 2022-04-25 11.15.45

SCHEDULE A
TREE PROTECTION ZONE



CORPORATE SERVICES 750 17th Street West Vancouver BC V7V 3T3
(604) 925-7098 | mchan@westvancouver.ca | westvancouver.ca

APPENDIX IV
TOPOGRAPHIC PLAN



APPENDIX V
RS3 ZONING BYLAW EXCERPT

203 - RS3 Single Family Dwelling Zone 3

AMENDING BYLAW	SECTION	REGULATION
	203.01	**Permitted Uses**
		(a) accessory buildings and uses
		(b) child care
		(c) community care
#4772		(d) detached secondary suite
		(e) golf courses excluding commercial driving ranges and miniature golf courses
		(f) home based business
#4866		(g) keeping of chickens
		(h) lodgers
		(i) secondary suites
		(j) single family dwellings
	203.02	**Conditions of Use**
		The keeping of not more than 2 lodgers within a single family dwelling.
	203.03	**Site Area**
		1,115 square metres minimum
	203.04	**Site Width and Depth**
		Width 24.4 metres minimum; except 29 metres minimum for a flanking lot
		Depth shall not exceed 4 times the site width

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203.05 Site Coverage

Either:

(1) 30% of site area maximum, if site area is greater than 885 square metres; or

(2) 266 square metres maximum, if site area is between 664 square metres and 885 square metres; or

(3) 40% of site area maximum, if site area is less than 664 square metres

203.06 Floor Area Ratio

Either:

(1) 0.35 of site area maximum, if site area is greater than 677 square metres; or

(2) 237 square metres maximum, if site area is between 474 and 677 square metres; or

(3) 0.5 of site area maximum, if site area is less than 474 square metres

203.07 Front Yard

9.1 metres minimum

203.08 Rear Yard

9.1 metres minimum

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203.09 Side Yard and Combined Side Yard

(1) Dwellings of 1 storey, with or without basement; or 2 storeys, with or without basement, in which the upper storey width is less than 2/3 the minimum main storey width:
  (a) minimum side yard:
    (i) 1.52 metres
  (b) minimum combined side yard:
    (i) 20% of site width, but no less than 4.9 metres or more than 12.1 metres

(2) All other dwellings (i.e. dwellings of 2 storeys, with or without basement, in which the upper storey width is greater than 2/3 the minimum main storey width):
  (a) minimum side yard:
    (i) 1.52 metres if site width is less than 15.2 metres; or
    (ii) 10% of site width, to a maximum of 3 metres
  (b) minimum combined side yard:
    (i) 25% of site width, but no less than 4.9 metres or more than 18.3 metres

(3) Where vehicular entrance to a private parking garage is provided from a side street and where the garage door faces the side street, a side yard of 4.5 metres minimum shall be provided to the garage door

(4) Where pedestrian entrance is provided to a side street, any door facing the side street shall be no closer than 4.5 metres to the entrance side site line

(5) A building on a corner flanking site shall maintain the front yard requirements of both streets

203.10 Building Height

7.62 metres maximum

203.11 Number of Storeys

2 plus basement maximum

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203.12	Highest Building Face Envelope

6.7 metres in height

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APPENDIX VI
AERIAL AND STREET VIEW PHOTOS

Aerial view

Rosebery Ave looking west

Single Family Lots for Sale

Rosebery Avenue looking east

2539 Rosebery Avenue (Lot 1) looking north

Single Family Lots for Sale

2539 Rosebery Avenue (Lot 1) looking south

2523 Rosebery Avenue (Lot 2) looking southeast

Single Family Lots for Sale

2523 Rosebery Avenue (Lot 2) looking west

2517 Rosebery Avenue (Lot 3) looking south

APPENDIX VII
FORM OF OFFER
(see next page)

If a provision of this form of Offer is of concern, or if the prospective buyer has an amendment or alternative for consideration, the prospective buyer may contact Mark Chan, Deputy Chief Administrative Officer, at: mchan@westvancouver.ca or 604-925-7098 to discuss.

OFFER TO PURCHASE

THIS AGREEMENT dated for reference _____, 2022

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, having offices at 750 17th Street, West Vancouver, BC V7V 3T3

(the "Vendor")

AND:

Name: _____
Address: _____

(the "Purchaser")

The Purchaser hereby offers and agrees to purchase the Land (as defined herein) from the Vendor on the terms and conditions set forth herein. If accepted by the Vendor, the Offer shall constitute a binding agreement to sell and purchase the Land on the terms and conditions set forth herein (the "Agreement").

1. DEFINITIONS

1.01 In this Agreement:

(a) "Completion Date" means the 30th day following execution by the Vendor of this Agreement, or such other day as the parties otherwise agree to in writing, provided that if the Land Title Office is closed on that day, the purchase and sale of the Land will be completed on the next day that office is open;

(b) "Contaminants" mean any explosives, radioactive materials, asbestos, urea formaldehyde, chlorobiphenyls, hydrocarbons, fuels, gas, propane, oils, lubricants, methanol, odorants, grease, polychlorinated bithenyls, antirust, antifreeze, or other chemicals, chromate solutions, arsenic, cadmium, chromium, lead, or other minerals, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous goods, dangerous, hazardous, corrosive, or toxic substances, special or other waste, or any other substances the storage, manufacture, disposal, handling, treatment, generation, use transport, remediation, or release into the Environment of which any Environmental Laws prohibit, control, regulate, or license;

(c) "Deposit" means a sum equal to 5% of the Purchase Price specified in section 1.01(l), being $_____, which will be paid by the Purchaser in accordance with section 2.01(a) on account of and as part of the Purchase Price;

(d) "District Council" means the municipal council of The Corporation of the District of West Vancouver;

(e) "Environment" means land including soil and everything on or below land, sediment deposited on land, fill, and land submerged under water; air including all layers of the atmosphere; and water including oceans, lakes, rivers, streams, ground water, and surface water;

(f) "Environmental Laws" mean all principles of common law and equity and all laws, statutes, regulations, rules, bylaws, remediation, pollution abatement or other orders, directives, standards, guidelines, permits, licences, and other lawful requirements, from time to time, of any government body having jurisdiction concerning the Environment, health, occupational health or safety, product liability, or the transportation of dangerous goods;

(g) "GST" means the goods and services tax imposed under the *Excise Tax Act*, R.S. 1985, C. E-15, as amended;

(h) "Land" means the lands described as:

Municipal Address: _____
Parcel Identifier: _____
Legal Description: _____
_____

(i) "Land Title Office" means the New Westminster Land Title Office;

(j) "Offer" means the Purchaser's offer to purchase the Land from the Vendor on the terms set forth in this Agreement;

(k) "Permitted Encumbrances" means those liens, charges, and encumbrances listed in Schedule "A" attached hereto; and

(l) "Purchase Price" means the sum of $_____.

2. DEPOSIT, PURCHASE PRICE, ADJUSTMENTS AND TAXES

2.01 The Purchaser covenants and agrees to pay the Deposit and the Purchase Price as follows:

(a) the Purchaser will pay the Deposit to the Vendor by bank draft, which will be delivered to the Vendor within three business days following acceptance of this Offer by the District. In the event the Deposit is not received within this period, the Offer and this Agreement will automatically terminate without compensation or damages of any kind being payable to the Purchaser and without prejudice to the District's rights and remedies, including without limitation its right to claim damages for breach of contract; and

(b) the balance of the Purchase Price, plus or minus the adjustments provided for in section 3.01, will be paid to the Vendor by bank draft on the Completion Date.

2.02 The Purchaser will pay all registration charges, property transfer tax pursuant to the *Property Transfer Tax Act*, R.S.B.C. 1996, c. 378, as amended, and GST (if applicable), and all other applicable taxes and charges payable upon the transfer of the Land to the Purchaser.

2.03 If the Purchaser does not complete the purchase of the Land, the Deposit will be forfeited to the Vendor on account of damages, without prejudice to any other remedies of the Vendor.

2.04 If the Vendor does not complete the sale of the Land, the Deposit will be returned to the Purchaser.

2.05 Interest on the Deposit or any other funds paid pursuant to this Agreement, if any, will be retained by the Vendor but will not form part of the Purchase Price. The Vendor is not required to account to the Purchaser for interest on the Deposit or to pay any interest on the Deposit to the Purchaser.

2.06 If GST is applicable and if the Purchaser is not a GST registrant, it will, on the Completion Date, remit to the Vendor the GST payable upon the transfer of the Land to the Purchaser, payable to the Vendor.

2.07 If GST is applicable and if the Purchaser is a GST registrant, it will in accordance with the *Excise Tax Act* provide its GST number to the Vendor and will account directly to the Receiver General Canada for the GST payable upon the transfer of the Land to the Purchaser.

2.08 All monies to be paid or remitted to the Vendor under this Agreement will be paid by way of bank draft payable to the Vendor.

2.09 The Vendor's GST registration number is 121453963 RT0001.

2.10 The Purchaser's GST registration number (if any) is _____.

3. COMPLETION, ADJUSTMENT AND POSSESSION DATE

3.01 The purchase and sale of the Land will be completed, possession will be yielded to the Purchaser free and clear of all liens, charges and encumbrances other than the Permitted Encumbrances, and all adjustments as to property taxes and all other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia will be made between the parties, on and as of the Completion Date.

4. CLOSING DOCUMENTS

4.01 All conveyance, documentation and registration costs will be borne by the Purchaser.

4.02 Not later than fourteen (14) days prior to the Completion Date, the Purchaser, at its sole expense, will have its solicitor prepare and deliver the following documents to the Vendor in a form satisfactory to the Vendor:

(a) a Form A Freehold Transfer in registrable form to transfer the Land from the Vendor to the Purchaser (the "Transfer");

(b) a statement of the adjustments;

(c) if the Purchaser is a GST registrant, a declaration signed by the Purchaser, stating that the Purchaser will remit the GST payable in connection with the purchase and sale of the Land; and

(d) such other transfer documents as the Vendor may deem necessary or desirable to complete the purchase and sale of the Land.

4.03 If the documents referred to in section 4.02 are acceptable to the Vendor, it will sign those that require signature by the Vendor and return them to the Purchaser's solicitor prior to the Completion Date. The Purchaser will make such amendments to the documents as may be required by the Vendor.

5. CLOSING PROCEDURE

5.01 On the Completion Date, the Purchaser's solicitor will deposit the Transfer and any other required documents for registration in the Land Title Office, and after the Transfer has been accepted for registration in the Land Title Office, and upon receipt of a satisfactory post-index search of title to the Land indicating that in the normal course of Land Title Office procedure the Purchaser will be the registered owner of the Land free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances, the Purchaser's solicitor will pay and deliver to the Vendor by way of bank draft, by no later than 4:00 pm on the Completion Date, the adjusted balance of the Purchase Price and the GST, if any, to be remitted.

5.02 If the Vendor has existing financial charges to be cleared from the title, the Vendor while still required to clear such charges, may wait to pay and discharge them until immediately after receipt of the Purchase Price.

5.03 The Vendor's solicitor (which may be the Vendor's in-house counsel) and the Purchaser's solicitor may exchange such further or amended undertakings as are customary among reputable solicitors having experience in such transactions.

6. ASSIGNMENT

6.01 The Purchaser will not be entitled to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Vendor, which consent may be withheld or denied in the Vendor's sole discretion.

7. WARRANTIES, REPRESENTATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF THE PURCHASER

7.01 The Purchaser warrants and represents to the Vendor, with the knowledge that the Vendor will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement, that now and on the Completion Date, if it is a corporation, it has been incorporated or registered and exists under the laws of British Columbia, or it has been incorporated and exists under the laws of Canada, and it has the corporate power, capacity and authority to enter into this Agreement and to carry out its obligations hereunder, all of which have been authorized by all necessary corporate proceedings.

7.02 The Purchaser covenants and agrees that:

(a) the Land is being sold to the Purchaser strictly "**as is, where is**";

(b) in entering into this Agreement the Purchaser has not relied upon any warranty or representation given by or on behalf of the Vendor including, but not limited to, representation or warranties concerning:

(i) the fitness of the Land for the Purchaser's intended use;

(ii) the valuation of the Land;

(iii) the general condition and state of any utilities or other systems on, under or connection to the Land;

(iv) the zoning of the Land and the by-laws, regulations and laws of any governmental body which relate to the use and occupation of the Land;

(v) the economic feasibility of the development of the Land;

(vi) the applicability or otherwise to the Land of any federal or provincial statute or law; or

(vii) the environmental state or condition of the Land;

(c) there are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement;

(d) the Vendor has provided, or will provide, municipal water, stormwater and sanitary service connections at or near the boundary between the Land and the adjacent municipal road allowance, in locations to be determined by the Vendor in its sole discretion, and the Purchaser will be responsible for all work required and costs incurred in order to connect any structure on the Land to such municipal connection points;

(e) nothing in this Agreement constitutes the Purchaser as the agent, joint venturer or partner of the Vendor and nothing in this Agreement constitutes the Vendor as the agent, joint venturer or partner of the Purchaser; and

(f) this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended, or otherwise.

7.03 The Purchaser hereby releases the Vendor, and its employees and elected and appointed officials, from and against all liabilities, suits, actions, causes of action, obligations, statutory or other proceedings, judgements, injunctions, arbitrations, investigations, demands, claims, losses, loss of profits, damages, consequential damages, remediation costs, remediation cost recovery claims, fines, costs, and expenses, including legal costs on a solicitor-client basis, caused, commenced, instituted, or claimed by the Purchaser, any government body or any other person, firm, or corporation, in connection with or arising out of:

(a) non-compliance or alleged non-compliance of the Land or the Environment forming part of or surrounding it, with Environmental Laws;

(b) the existence or alleged existence of Contaminants on, in, or under the Land or the Environment forming part of or surrounding it; or

(c) the unsuitability or alleged unsuitability, in whole or in part, of the Land for any purpose including occupation, development, sale, licence, or generation of revenue.

7.04 The warranties, representations, acknowledgements, covenants, and releases made, provided and granted by the Purchaser in this Article 7 hereof will survive the Completion Date and continue in full force and effect for the benefit of the Vendor.

8. WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE VENDOR

8.01 The Vendor warrants, represents and covenants to the Purchaser that:

(a) it has the corporate power and authority to dispose of the Land and the necessary corporate proceedings have been taken by it to enter into this Agreement and to carry out its obligations under it;

(b) it has a good, safe holding and marketable title to the Land in fee simple free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances;

(c) on the Completion Date, all property tax in respect of the Land will either be paid in full or adjusted between the parties in accordance with section 3.01; and

(d) the Vendor has received no notice of any claims that the Land is not in compliance with Environmental Laws or that Contaminants from the Land have migrated to adjoining lands.

9. MISCELLANEOUS

9.01 Time is of the essence of this Agreement.

9.02 The Land will be at the risk of the Purchaser from 12:01 am on the Completion Date.

9.03 The Purchaser hereby waives any entitlement it may have to a site profile under the *British Columbia Environmental Management Act* and associated regulations.

9.04 This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Land and may not be modified except by subsequent agreement in writing.

9.05 Notice

(a) Any notice, document, or communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier, registered mail or email to the party to whom it is to be given as follows, provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Section.

To the Purchaser:

Name: _____
Address: _____

Email: _____
The Purchaser's phone number is _____

To the Vendor:

The Corporation of the District of West Vancouver
750 17th Street
West Vancouver BC V7V 3T3

Attention: Mark Chan, Deputy Chief Administrative Officer

Email: mchan@westvancouver.ca
The Vendor's phone number is 604-925-7098

(b) Despite section 9.05(a) and as an alternative to the requirements of section 9.05(a), the Vendor may, at its option, choose to serve or deliver any notice, document, or communication required or permitted under this Agreement to the Purchaser's legal representative identified in section 9.06 of this Agreement, and the same will constitute effective service and delivery.

9.06 The Purchaser's legal representative for the purchase and sale of the Land as contemplated in this Agreement, is:

Name: _____

Firm/Company: _____

Address: _____

Phone: _____

Email: _____

9.07 Delivery of any monies to be paid or remitted hereunder will be effected by hand or courier to the appropriate address specified above, such delivery to be effective only on actual receipt.

9.08 The warranties, representations, covenants, release, indemnities and agreements contained in this Agreement will not be subject to merger, but will survive the sale of the Land to the Purchaser.

9.09 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, conditions, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent, same or similar act by the other party.

9.10 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement now or hereafter existing at law, in equity or by statute.

9.11 This Agreement is binding upon and enures to the benefit of the Vendor and its assigns and the Purchaser and its successors and permitted assigns.

9.12 This Agreement creates contractual rights only between the parties, does not create any equitable or legal interest in the Land and will not be registered by the Purchaser at any Land Title Office at any time. If the Purchaser registers or attempts to register this Agreement at any Land Title Office at any time, this Agreement will be voidable at the Vendor's option.

9.13 The Vendor and the Purchaser will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.

9.14 The schedules to this Agreement form part of this Agreement.

9.15 If any party hereto is comprised of more than one person, all covenants and obligations of those persons will be joint and several.

9.16 This Agreement may be executed by the parties and transmitted by facsimile and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original agreement.

9.17 This Agreement may be executed in any number of counterparts and delivered by email, each of which counterparts will be deemed to be an originally executed copy, and all of which counterparts will together be deemed to constitute one and the same document.

9.18 The parties confirm that, pursuant to the *Builders Lien Act*, R.S.B.C. 1996, c. 45, as amended, no lien holdback will be required in this transaction.

9.19 **If the Purchaser has submitted offers for multiple parcels and this Offer is conditional upon the Vendor's acceptance of all or some of the other submitted offers, or if the Agreement will be subject to other conditions, please specify in Schedule "B" attached hereto.**

10. INTERPRETATION

10.01 Wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.

10.02 The captions and headings contained herein are for convenience only and do not define or limit the scope or intent of this Agreement.

10.03 This Agreement will be interpreted according to the laws of the Province of British Columbia.

10.04 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to any prior or subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

10.05 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by-law.

11. OFFER/ACCEPTANCE IRREVOCABLE

11.01 The Offer will be open for acceptance and irrevocable until 4:00 p.m. on September 15, 2022. Upon acceptance and delivery to the Purchaser of the fully executed Offer, there will be a binding Agreement on the terms and conditions herein.

11.02 The Vendor and the Purchaser specifically confirm that this Agreement is executed under seal.

IN WITNESS WHEREOF the Purchaser has executed this Offer on _____, 2022.

_____ _____
Purchaser signature Witness signature

Print Name: _____ Print Name: _____

_____ _____
Purchaser signature Witness signature

Print Name: _____ Print Name: _____

The Vendor hereby accepts the above Offer and agrees to complete the sale upon the terms and conditions set forth herein:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
by its authorized signatories:

_____
Mayor

_____
Corporate Officer

SCHEDULE "A"

PERMITTED CHARGES AND ENCUMBRANCES

1. All subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or in any other grant or disposition from the Crown;

2. Registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities;

3. All the interests, rights, privileges and titles contained in section 50 of the *Land Act*, R.S.B.C. 1996. c. 245;

4. Any conditional or final water license or substituted water license issued or given under the *Water Act*, R.S.B.C. 1996, c. 483 or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the license at the date of the Crown Grant;

5. All subsisting grants to, or subsisting rights of any person made or acquired under the *Mineral Tenure Act*, R.S.B.C. 1996, c. 292, the *Coal Act*, R.S.B.C. 1996, c. 51 or the *Petroleum and Natural Gas Act*, R.S.B.C. 1996, c. 361 or under any prior or subsequent enactment of the Province of British Columbia of like effect;

7. Covenant No. CA9820009;

8. Covenant No. CA9828006 (only applies to 2517 Rosebery Avenue (Lot 3));

9. Statutory Right of Way No. CA9828007 (only applies to 2517 Rosebery Avenue (Lot 3)); and

10. Statutory Right of Way No. CA 9828008 (only applies to 2517 Rosebery Avenue (Lot 3)).

SCHEDULE "B"

PURCHASER'S CONDITIONS

This Agreement is conditional upon the following:

1. **_____, by _____, 2022**
2. **_____, by _____, 2022**
3. **_____, by _____, 2022**

The foregoing conditions precedent are for the sole benefit of the Purchaser. If the Purchaser fails to notify the Vendor in writing of the satisfaction or waiver of each the foregoing conditions precedent on or before the indicated condition precedent waiver date(s), this Agreement will be null and void.

END OF INFORMATION PACKAGE