



**REQUEST  
FOR OFFERS  
No. 20-02-04**

**SALE OF 3 SINGLE FAMILY LOTS  
LOCATED: 1454 NANTON STREET,  
1455 NANTON STREET AND  
1457 NANTON STREET,  
COQUITLAM, BC**

**COQUITLAM.CA/LANDSALES**

**Coquitlam**



# City of Coquitlam

## REQUEST FOR OFFERS: No. 20-02-04

**DATE OF ISSUE: September 1, 2020**

**Sale of 3 Single Family Lots located: 1454 Nanton Street, 1455 Nanton Street and 1457 Nanton Street, Coquitlam, BC**

Offers will be received at:

**City of Coquitlam  
c/o Reception Desk – Main Floor  
3000 Guildford Way, Coquitlam B.C. V3B 7N2**

**RFO Closing Date & Time: 2:00 p.m. Pacific Standard Time, Wednesday October 28, 2020**

The City of Coquitlam (the “City”) is soliciting offers to purchase for three adjacent single family lots with the intent that construction of single family residences commences as soon as possible.

To be considered, offers must be physically received at the above referenced address (City Hall) no later than the above-stipulated closing date and time to be determined in accordance with the clock on the wall at the City’s main floor reception desk. All offers received on or before the stipulated time will be date and time stamped. In the event that City Hall is closed due to Covid - 19 or other reasons, the sealed offer packages must be delivered to the drop box located at the southwest entrance to City Hall (Buchanan Square entrance).

Electronically transmitted offers will not be accepted as all offers must be submitted to the City in sealed envelopes clearly marked with the RFO name and number and as further detailed in the RFO documentation package.

The RFO documentation package is available from the City of Coquitlam's website link at:

**[coquitlam.ca/bid](https://coquitlam.ca/bid)**

Any changes to the RFO documentation package will be made by means of written addenda, which will be posted on the City’s website and which will form part of this RFO.

Offerors are required to check for updated information and addenda issued before the RFO closing date on the City’s website link at:

**[coquitlam.ca/bid](https://coquitlam.ca/bid)**

All inquiries are to be directed in writing by email only, quoting "RFO No. 20-02-04, Sale of 3 Single Family Lots fronting Nanton Street, Coquitlam, B.C." to: **[landsales@coquitlam.ca](mailto:landsales@coquitlam.ca)**.

## 1. Introduction

### 1.1 Purpose of this Request for Offers (RFO)

The purpose of this RFO process is to sell up to three (3) single family lots owned by the City to the offeror or offerors selected by the City that will result in the highest total purchase price for the three lots combined (over and above the minimum offer price(s) – see Section 7.3 herein) and meet the requirements set out in this RFO. Prospective offerors can either:

- a) Provide a single offer for all three (3) lots combined; or
- b) Provide a separate offer or offers on any of the individual lots.

For more information about submitting an offer, please refer to Section 7.27.2 (Submitting an Offer).

The three (3) lots (together, the “**Lots**” and individually, a “**Lot**”) are described as follows:

- **Civic Address: 1454 Nanton Street, Coquitlam BC**  
Legal Description: Lot A Section 13 Township 39 New Westminster District Plan EPP93168  
PID: 030-980-551  
Lot Size: 621.2 square meters or 6,686.5 square feet
- **1455 Nanton Street, Coquitlam BC:**  
Legal Description: Lot B Section 13 Township 39 New Westminster District Plan EPP93168  
PID: 030-980-569  
Lot Size: 506.4 square meters or 5,450.8 square feet
- **1457 Nanton Street, Coquitlam BC:**  
Legal Description: Lot 3 Section 13 Township 39 New Westminster District Plan EPP64460  
PID : 030-370-574  
Lot Size: 477.8 square metres or 5,143 square feet

The Lots will not be sold as speculative holding properties. The Lots are being sold with the purpose of having single family residences built on them as soon as possible after the purchase completion. As such, a successful offeror will be held to the development schedule indicated within subsection 3 of the Option to Purchase (Schedule “B” to the form of Purchase and Sale Agreement included within **Appendix F**) which includes the requirement to obtain a building permit for any lot no later than one hundred and twenty (120) days after the purchase completion with construction commencing no later than sixty (60) days thereafter.

***Should a successful offeror not comply with the development timeline requirements set out in the Option to Purchase for any Lot, the City will have the right to purchase that Lot back at ninety (90%) percent of the original selling price (a 10% discount from the original purchase price). As such, potential offerors should only consider responding to this RFO if they intend to develop single family residences on the Lot(s) in accordance with the City's prescribed timeframes.***



## **1.2 Lot Locations**

The City of Coquitlam is a welcoming and diverse community with a population of over 141,000. Coquitlam's population is projected to exceed 220,000 by 2041. All three (3) Lots are located in Coquitlam's Upper Hyde Creek neighbourhood.

## **1.3 Overview of Lots**

The Lots are zoned RS-8 (Large Village Single Family Residential) and are designated Large Village Single Family in the Citywide Official Community Plan.

The Lots are pie shaped lots, fronting the cul-de-sac at the southern terminus of Nanton Street. The Lots are each subject to Design Restrictions (see **Appendix H**) registered as a Section 219 Covenant on title (the "**Design Restrictions Covenant**") including the Burke Mountain Architectural, Landscape and Development Guidelines (**Appendix K**). As a requirement of the purchase, a successful offeror must provide a five thousand dollar (\$5,000) refundable deposit for each Lot (\$15,000 in aggregate if all three Lots are acquired by an offeror). Such deposit shall be provided on the completion of the sale of a Lot from the City to a successful offeror and will be held by the City until it has deemed that the requirements of the Building Scheme have been met.

1454 Nanton Street and 1455 Nanton Street have recently undergone a lot line readjustment as per survey EPP93168 (**Appendix E**). As-built drawings for the Lots are provided for review (**Appendix M**), however these drawings were completed prior to the lot line readjustment. As stipulated these drawings are provided for review and information purposes only. Information such as minimum basement elevation calculations are up to offerors to confirm.

## **2. Title**

A copy of title searches for each Lot is included in the appendices attached to this RFO package along with copies of the registered encumbrances, offer form, legal survey and servicing drawings. All documentation should be thoroughly reviewed prior to making an offer.

## **3. Servicing of Lots**

The Lots have connections for the following municipal services extending to the property line: municipal water, sanitary sewer and storm sewer. In addition, driveway letdowns and sidewalks are fully constructed. The successful purchaser will be responsible for extending natural gas, hydro, cable and phone services onto the Lots. This information is provided for reference purposes only. It is up to individual offerors to complete their own investigations with regards to Lot services and servicing requirements prior to submitting an offer to the City.

#### **4. Permit Fees**

A successful offeror will be required to pay all permit fees, connection fees and other fees where applicable prior to commencement of construction and to comply with all applicable bylaws during the course of construction. Detailed information on building permit fees applicable for 2020 is contained in Schedule “D” of the City’s Fees and Charges Bylaw No. 5017, 2019 which is provided under the Useful Links section on page 13 herein. This should be thoroughly reviewed prior to making an offer. A link to The City of Coquitlam Building Bylaw No. 3598, 2003, as amended, is provided under the Useful Links section on page 13 herein and should also be thoroughly reviewed prior to making an offer.

#### **5. Responding to this RFO**

To respond to this RFO, offerors must follow the instructions outlined in Section 7.2. Before responding to this RFO in accordance with Section 7.2, each offeror should ensure that it has reviewed with its legal and financial advisors the contents of this RFO document package, including all Appendices and addenda.

#### **6. Selection of Offeror(s)**

Despite the City releasing this RFO, prospective offerors acknowledge that the City may not accept any of the offers received. In particular, notwithstanding anything contained herein, the City reserves the right to reject any or all offers or to accept any offer received in response to this RFO, should it be in the best interests of the City to do so, even if such offer does not comply with the terms and conditions set out in this RFO Package. The City reserves the right to waive any irregularities in any offer.

Offers will be evaluated based on highest purchase price, ability to meet the prescribed development timeline, the financial capacity of the offeror, the completion date for the purchase and any other elements the City considers to be in its best interest. Should the same purchase price offer be received from multiple offerors for the Lots or a Lot and that the City, in its sole discretion, is prepared to accept, the Lots or applicable Lot will be sold to the offeror whose offer bears the earliest time and date stamp, provided that the offer is complete and all other factors considered by the City, at its discretion, are equal. For clarification, the City will evaluate purchases prices net of any Agent commissions that may be applicable pursuant to section 7.4 hereof.

***Sealed offers will be opened by City of Coquitlam Real Estate Staff immediately after the stipulated closing time and date of 2:00 p.m. Pacific Standard Time, Wednesday October 28, 2020.***

The City will contact offerors by no later than 5:00 p.m. Pacific Standard Time, November 4, 2020 to inform them of the status of their offer and will communicate the City’s acceptance of the successful offers by signing and delivering the Offer Forms to the successful offerors with the Purchase and Sale Agreement attached for execution by such successful offeror. A successful offeror will have **five business days** to sign and return the Purchase and Sale Agreement to the City.

## 7. Requirements

This section defines the instructions and general requirements for submission of offers by offerors. Offerors are required to carefully review and read the entire RFO package of documents and to closely follow the instructions and requirements accordingly. Non-compliance with the instructions and requirements of this RFO may be cause for rejection of the offer(s).

The Lots or a Lot will be purchased from the City based on the following terms and conditions:

- Offerors are required to submit an offer in accordance with Section 7.2. The offer price must meet or exceed the established minimum offer price(s) set out in Section 7.3.
- Lots are not to be purchased for holding or speculative purposes and is to be developed in accordance with the prescribed schedule detailed outlined in subsection 3 of the Option to Purchase (Schedule “B” to the Purchase and Sale Agreement included within **Appendix F**);
- Failure to secure a building permit, and/or commence and continuously proceed with construction within the prescribed time frames may result in the City exercising its right to purchase the applicable Lot back from the purchaser at ninety percent (90%) of the original purchase price (a 10% discount from the original purchase price)
- A successful offeror may not assign its offer or any rights in respect of the same, except in accordance with Section 7.12;
- The latest **completion date** for the purchase of a Lot is as follows:
  - **Option A (Offer on all three Lots Combined):** The completion date for any Lot acquired on this basis must not be later than October 28, 2021.
  - **Option B (Offer on Individual Lots):** The completion date for an individual Lot purchase must not be later than April 28, 2021; and
- The required deposit is one hundred thousand dollars (\$100,000) per Lot (the “**Deposit**”) which must accompany the Offer Form. Deposits will be returned in accordance with Section 7.5;
- The Lots are each subject to a Design Restrictions Covenant (see **Appendix H**) as registered on title including the Burke Mountain Architectural, Landscape and Development Guidelines (see **Appendix K**). As a requirement of the purchase, the successful offeror must provide a five thousand dollar (\$5,000) refundable deposit for each Lot (\$15,000 in aggregate for the three Lots). Such deposit shall be provided on the completion of the sale of each Lot to the successful offeror and will be held by the City until it has deemed that the requirements of the Design Restrictions Covenant have been met.
- The successful offeror shall execute and deliver the Purchase and Sale Agreements to the City no later than the date that is **5 Business Days** after the date that the successful offeror receives from the City execution forms of the Purchase and Sale Agreements from the City with the successful offeror’s particulars inserted.
- **Each offeror shall ensure that it has reviewed with its legal and financial advisors the contents of this RFO document package, including all Appendices and addenda, prior to**

**submitting an offer. Any failure of the successful offeror to comply with the terms of this RFO package, including the requirement of the successful offeror to deliver an executed Purchase and Sale Agreement for each Lot within the time limits prescribed above, may result in the forfeiture to the City of the successful offeror's non-refundable deposit and the cancellation of this RFO process or, at the City's election, acceptance of another compliant offer; and**

- Offerors acknowledge and will adhere to the terms and conditions of all covenants, easements, statutory right-of-ways, and other charges registered on title.

### **7.1 Closing Time, Date & Location**

Sealed offers submitted in response to this RFO must be physically received by the City of Coquitlam at the address below **no later than 2:00 p.m. Pacific Standard Time, Wednesday, October 28, 2020** (as determined by the clock above the main information desk). Offers received after this stipulated closing time and date will be determined to not have been received and will be returned to the offeror unopened.

Offers must be delivered to the following physical location:

**CITY OF COQUITLAM  
C/O Reception Desk – Main Floor  
3000 Guildford Way, Coquitlam B.C. V3B 7N2**

Office hours are 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding statutory holidays. In the event that City Hall is closed due to Covid 19 or other restrictions, sealed offer packages must be delivered to the drop box located at the southwest entrance to City Hall (Buchanan Square entrance).

### **7.2 Submitting an Offer**

The City is providing potential offerors with the following options for submitting an offer:

#### **Option “A” – Offer on all three (3) Lots Combined**

- Option “A” grants prospective offerors the opportunity to provide a single offer for all three (3) Lots combined.
- The Option “A” RFO Offer Form is included as **Appendix A**

#### **Option “B” – Offer on Individual Lots**

- Option “B” grants prospective offerors the opportunity to provide an offer on an individual Lot. Prospective offerors choosing Option B are not restricted from providing more than one offer (i.e. they could provide an offer for 1454 Nanton Street and also provide an offer for 1455 Nanton Street and/or 1457 Nanton Street).
- The Option “B” RFO Offer Form for 1454 Nanton Street is included as **Appendix B**.
- The Option “B” RFO Offer Form for 1455 Nanton Street is included as **Appendix C**.
- The Option “B” RFO Offer Form for 1457 Nanton Street is included as **Appendix D**.

In order to submit an offer in response to this RFO, offerors must submit all of the following which must be complete, clear, consistent, well organized and legible:

- One (1) hard copy of the applicable RFO Offer Form (refer to above and **Appendices A, B, C & D**); and
- A certified cheque or bank draft in the required amount of \$100,000 per Lot (\$300,000 for an Option “A” Offer), made out to the “City of Coquitlam”.
- If an offer is being submitted by an Agent on behalf of the offeror, then the Agent Notice as described in Section 7.4.

Offers containing the above items must be in a sealed envelope clearly labeled with the following: offeror’s name(s), offeror’s company name, or offeror’s representative, as applicable, and must be clearly titled: **“RFO 20-02-04 Sale of 3 Single Family Lots fronting Nanton Street, Coquitlam, B.C.”**. Offers must be submitted in accordance with the instructions set out herein by the closing date and time indicated in Section 7.1.

### **7.3 Minimum Offer Price(s)**

Offers will only be considered if the offer price meets or exceeds the following total minimum amount as per the following table:

Address	Minimum Offer Price
1454 Nanton Street	\$775,000
1455 Nanton Street	\$775,000
1457 Nanton Street	\$725,000
Aggregate	\$2,275,000

### **7.4 Commission**

If the successful offer is submitted, on behalf of the successful offeror, by an agent who is the holder of a valid and subsisting agent’s license (hereinafter called the “**Agent**”) pursuant to the Real Estate Services Act, S.B.C. 2004, Chapter 42, and the City’s Manager Real Estate is so advised by separate written notice on the Agent’s letterhead (the “**Agent Notice**”) which is attached to the submitted Offer Form:

- a.) on the completion date for the applicable Lot, the City, by way of an adjustment on the statement of adjustments, will pay to the Agent a sum of money representing the commission in the amount equal to 3.2% of the first \$100,000 and 1.1% of the remaining balance of the purchase price;
- b.) in determining which offer contains the highest aggregate offer price as set out in Section 6 hereof, the City shall deduct the amount of any Agent commission payable by



the City as set out in Section 7.4(a.); and

- c.) The City shall modify the Purchase and Sale Agreement as required to confirm that the City will be paying the Agent a commission.

### **7.5 Deposit**

The required Deposit is \$100,000 per Lot (\$300,000 for all three (3) Lots combined), payable to the “City of Coquitlam” by bank draft or certified cheque and attached to the Offer Form as per Section 7.2.

A Deposit from a successful offeror will be immediately deposited into the City’s bank account upon acceptance of the offer and is non-refundable. Such Deposit will be credited to the purchase price without interest on the completion date

Deposits from unsuccessful offers will be returned upon the City’s acceptance of a successful offer.

If the City elects to end the RFO process, in accordance with Section 7.18, before the closing date of the RFO process then Deposits will be returned to offerors.

Any failure of a successful offeror to comply with the terms of this RFO, including the requirement of the successful offeror to deliver an executed Purchase and Sale Agreement within the time limits prescribed above, may result in the cancellation of this RFO, at the City’s election, in which case the successful offer’s Deposit will be forfeited to the City.

### **7.6 Offers Delivered by Fax, Email or Other Delivery Method**

As only offers in sealed envelopes will be considered, any offers submitted by fax or email or any method other than by hand in a sealed envelope, clearly labeled, will not be accepted and will be deemed not to have been received.

### **7.7 Withdrawal of Offers**

Offers once submitted may not be withdrawn.

### **7.8 RFO Timeline**

<b><u>Timeline for RFO</u></b>	
September 1, 2020	Released to public.
Wednesday, October 21, 2020, 2:00 pm	Deadline for RFO inquiries
Wednesday October 28, 2020, 2:00 pm	Deadline for submission of offer with payment of Deposit (\$100,000 per Lot)
Wednesday November 4, 2020, 5:00 pm	Deadline for notifying successful/unsuccessful offerors

Wednesday April 28, 2021	Closing deadline (for Option B Offers)
Wednesday October 28, 2021	Closing deadline (for Option A Offers)
<b>Please read the development timeline in subsection 3 of the Option to Purchase (Schedule “B” to the Purchase and Sale Agreement included within Appendix F)</b>	

## 7.9 Inquiries

It is each offeror's responsibility to seek clarification on matters relating to this RFO.

All inquiries are to be directed in writing by email only, quoting "**RFO No. 20-02-04, Sale of 3 Single Family Lots fronting Nanton Street, Coquitlam, B.C.**" to: [landsales@coquitlam.ca](mailto:landsales@coquitlam.ca).

The deadline to submit requests for clarification is 2:00 p.m. Pacific Standard Time, Wednesday, October 21, 2020. If deemed to be material to the sale of the Lots or a Lot, enquiries and responses will be recorded as addenda on the City's website link at: [coquitlam.ca/Bids](http://coquitlam.ca/Bids)

## 7.10 Addenda

Any changes to the RFO will be issued by means of written addenda that will form part of this RFO and will be posted on the City's website.

It is each offeror's sole responsibility to frequently check the City's website for addenda provided by the City.

The City takes no responsibility for offerors who do not check the City's website for recorded addenda. Additional information provided by way of addendum, such as consultant reports, design drawings and supporting documentation, is provided for reference purposes only. It is the responsibility of the offerors to make an independent assessment of the accuracy and completeness of any and all information provided as part of this RFO.

## 7.11 Valid Authority

All offers must be dated and signed by the offeror. Any corporate or other non-individual offeror must ensure that the offer is signed by its authorized signatory or signatories.

## 7.12 Assignment

An offeror may not assign its offer or any rights in respect of the same to any other party without the prior written consent of the City, which consent may be unreasonably withheld for any reason at the City's sole discretion. An assignment or purported assignment without the City's prior written consent may, at the City's sole discretion, invalidate the offeror's offer.

Notwithstanding the foregoing the successful offer, on written notice to the City, may assign

the Purchase and Sale Agreement to an affiliate, as that term is defined in the *Business Corporations Act*, of the successful offeror or to a partnership or limited partnership if the successful offeror (or an affiliate of the successful offeror) is a partner.

#### **7.13 Public Information**

Offerors submitting sealed offers are advised that the information contained in the offer will be considered public.

#### **7.14 Property Access**

The Lots are vacant and offerors are responsible for visiting the Lots in order to familiarize themselves with the local conditions of the Lots and surrounding area.

#### **7.15 Acceptance of RFO Terms & Conditions**

In submitting an offer and all of the items required pursuant to Section 7.2 above, each offeror agrees to the terms and conditions contained in this RFO documentation package, including any addenda posted by the City during the RFO process.

#### **7.16 Codes, Regulations, Standards, Permits & Approvals**

The offeror shall comply with all laws and regulations of authorities having jurisdiction. The offeror shall obtain, at its sole cost and expense, copies of all applicable codes, regulations and standards of all authorities having jurisdiction with respect to the construction of a single family home on the applicable Lot.

#### **7.17 Responsibility of Offerors**

Offerors are responsible for informing themselves as to the contents of this RFO documentation package. Offerors are responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFO process and submission of their offers.

The City makes no representation or warranty as to the completeness or accuracy of any reference material provided or made available to offerors through the RFO process and will not be responsible for any loss, damage or expense incurred by offerors as a result of any inaccuracy or incompleteness in this RFO, or as a result of offerors' misunderstanding or misinterpreting the terms and conditions of the RFO.

It is the responsibility of the offerors to make an independent assessment of the accuracy and completeness of any and all information provided or made available as part of this RFO process.

#### **7.18 No Obligation to Select or Proceed**

The City may, in its sole discretion, elect to end this RFO process at any time and for any reason, including after a successful offeror has been selected and notified. The City reserves the right to reject any or all offers.

### **7.19 City's Contractual Obligation**

The submission of any offer, participation in this RFO by an offeror, or selection of a successful offeror shall not create any legal obligation on the part of the City in connection with this transaction until the Purchase and Sale Agreement has been executed and delivered by the City and the successful offeror.

### **7.20 No Claims Against the City**

The offeror acknowledges that the City is a public body required by law to act in the public interest. While the City has every intention of conducting the sale process in a fair and impartial manner, in no event does the City owe to any offeror: (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the sale process; or (b) a contract or tort law duty to preserve the integrity of the sale process.

By participating in this RFO, offerors acknowledge and agree that the City and its officials, employees, agents and consultants will not be liable to any offeror for any claims, direct or indirect, 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 leading to the agreement of purchase and sale, or any other activity related to or arising from this RFO including the City's acceptance of an irregular or non-compliant offer and each offeror hereby releases the City and its officials, employees, agents and consultants in respect of the above. The preparation and submission of an offer in response to this RFO is voluntary and any costs associated with such preparation and submission is solely incurred by the offeror submitting the offer.

### **7.21 Canadian Currency**

All monetary references in an offer must be to Canadian currency. Offers submitted are to be exclusive of all taxes.

### **7.22 Taxes**

In addition to payment of the purchase price, a successful offeror will also be responsible for payment of property transfer tax, goods and services tax, and their pro rata share of property taxes, utilities, and other charges applicable to a Lot.

### **7.23 Legal Action**

The City may, in its absolute discretion, reject an offer submitted by the offeror if the offeror, or any officer or director of a corporate offeror, or a representative of a non-individual offeror is, or has been engaged, in legal action against the City and/or its elected officials and/or appointed officers and employees or any of them in relation to:

- any other contract or services; or
- any matter arising from the City's exercise of its powers, duties or functions under the *Local Government Act*, the *Community Charter* or any other enactment, within the five (5) years

prior to the RFO closing date.

For purpose of this Section, the word “legal action” includes, without limitation, mediation, arbitration, or hearing before an administrative tribunal or lawsuit filed in any court.

Without limiting the City’s sole discretion, in determining whether or not to reject an offer pursuant to this Section, the City will consider such factors as whether the legal action is likely to affect the offeror’s ability to work with the City and its employees, agents, other consultants, contractors and representatives or any of them and whether the City’s past experience with the offeror in this matter that resulted in the legal action indicates that the City is likely to incur increased staff and legal costs or either of them in the administration of this contract if it is awarded to the offeror.

#### **7.24 Business License & Worksafe B.C. Requirements**

A successful offeror will be required to provide to the City evidence of a valid City of Coquitlam or Tri Cities Intermunicipal Business Licence prior to commencing any work on the Lots. A successful offeror will also be required to provide to the City a "Clearance Letter" from WorkSafeBC confirming that the offeror is in good standing with WorkSafeBC prior to commencing any work on the Lots.

#### **7.25 Indemnification**

By submitting an offer, the offeror agrees to indemnify and save harmless the City, its employees and agents, from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this RFO process) where the same or any of them are based upon, arise out of, or relate in any way, directly or indirectly, to any act or omission on the part of the offeror or by any servant, employee, officer, director, agent, contractor, or sub-contractor of the offeror.



**Useful Links & List of Documentation attached as Appendices,  
Forming part of Request For Offers No. 20-02-04**

**USEFUL LINKS**

- **Link to Building Bylaw No. 3598, 2003**
  - <http://publicdocs.coquitlam.ca/cyberdocs/getdoc.asp?doc=2634426>
- **Link to City's Fees and Charges Bylaw No. 5017, 2019 (See, in particular, Schedule "D")**
  - <http://publicdocs.coquitlam.ca/cyberdocs/getdoc.asp?doc=3619475>
- **Link to Zoning Bylaw**
  - <https://www.coquitlam.ca/city-hall/bylaws/frequently-requested/Zoning-Bylaw.aspx>

**APPENDICES (ATTACHED)**

- A. RFO Offer Form (Option A) – for all three (3) Lots Combined
- B. RFO Offer Form (Option B) – for 1454 Nanton Street
- C. RFO Offer Form (Option B) – for 1455 Nanton Street
- D. RFO Offer Form (Option B) – for 1457 Nanton Street
- E. Survey Plan EPP93168 (1454 & 1455 Nanton St.) & EPP64460 (1457 Nanton St.)
- F. Form of Purchase and Sale Agreement including Form of Option to Purchase
- G. Title Searches for each of the 3 Lots (as of August 15, 2020)
- H. Charges common to all Lots:
  - BA445839 Permit Local Government Act
  - BK113265 Undersurface Rights, Crown
  - CA6630620 Covenant (Building Design Restrictions)
- I. 1454 Nanton Street Charges (Lot A)
  - BB580138 Statutory Right of Way
  - CA7918330 Easement
  - CA7918331 Covenant
- J. 1455 Nanton Street Charges (Lot B)
  - CA7918330 Annexed Easement over Lot A (utilities)
  - CA7918331 Covenant
- K. Burke Mountain Architectural, Landscape & Development Guidelines
- L. Stage 1 Environmental Site Assessment (excludes Appendices which are available on request)
- M. As-Built Services Drawings, Lot Grading Plan (MBE) FOR INFORMATION PURPOSES DOES NOT REFLECT NEW LOT LINES FOR LOTS A and B
- N. RS-8 Zone Information

# **Appendix A**

## **RFO Offer Form (Option A) – for all three (3) Lots Combined**

# OPTION "A" OFFER FORM RFO 20-02-04

To the City of Coquitlam:

Dated: \_\_\_\_\_, 2020

In response to the City of Coquitlam's Request for Offers No. 20-02-04 published by the City on September 1, 2020 (the "RFO"), the undersigned hereby offers to purchase from the City all three (3) of the single family lots identified in the table below (the "Property") for the purchase price and requested completion dates set out below and on the terms and conditions set out in the RFO, including the purchase and sale agreement, all of which will survive the completion of the purchase and sale of the Property (the "Offer").

Address	PID	Minimum Price	Offer Price	Requested Completion Dates (no later than Oct. 28, 2021)
1454 Nanton St.	030-980-551	\$775,000		
1455 Nanton St.	030-980-569	\$775,000		
1457 Nanton St.	030-370-574	\$725,000		
Total Aggregate:		\$2,275,000		

Date: \_\_\_\_\_ Submitted By (print): \_\_\_\_\_

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

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Offer is being submitted by the undersigned, having read and reviewed the RFO including all documentation and Addenda with full understanding in making this Offer. The undersigned has read the terms and conditions upon which the City is selling the Property and, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the above-named purchaser and the undersigned hereby (1) agrees to be bound by the terms of this Offer and the terms of the RFO; and (2) acknowledges, confirms, and agrees that this Offer is irrevocable and open for the City's acceptance until 5:00 pm, November 4, 2020

Deposit of **\$300,000** enclosed by way of: **Certified Cheque** ☐ or **Bank Draft** ☐

Purchaser Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Notice Enclosed (if applicable) ☐

The City of Coquitlam hereby accepts this Offer on the terms and conditions of the RFO Package, including the Purchase and Sale Agreement, and encloses the Purchase and Sale Agreement, signed by the City, for signature by the offeror:

Per: \_\_\_\_\_  
General Manager of Civic Lands & Facilities

\_\_\_\_\_, 2020  
Date of City's Acceptance

# **Appendix B**

## **RFO Offer Form (Option B) – 1454 Nanton Street**

# OPTION "B" OFFER FORM RFO 20-02-04

To the City of Coquitlam:

Dated: \_\_\_\_\_, 2020

In response to the City of Coquitlam's Request for Offers No. 20-02-04 published by the City on September 1, 2020 (the "RFO"), the undersigned hereby offers to purchase from the City the single family lot with a civic address of **1454 NANTON STREET** and as identified in the table below (the "Property") for the purchase price and requested completion date set out below and on the terms and conditions set out in the RFO, including the purchase and sale agreement, all of which will survive the completion of the purchase and sale of the Property (the "Offer").

Address	PID	Minimum Price	Offer Price	Requested Completion Date (no later than April 28, 2021)
1454 Nanton St.	030-980-551	\$775,000		

Date: \_\_\_\_\_ Submitted By (print): \_\_\_\_\_

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

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Offer is being submitted by the undersigned, having read and reviewed the RFO including all documentation and Addenda with full understanding in making this Offer. The undersigned has read the terms and conditions upon which the City is selling the Property and, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the above-named purchaser and the undersigned hereby (1) agrees to be bound by the terms of this Offer and the terms of the RFO; and (2) acknowledges, confirms, and agrees that this Offer is irrevocable and open for the City's acceptance until 5:00 pm, November 4, 2020.

Deposit of **\$100,000** enclosed by way of: **Certified Cheque** ☐ or **Bank Draft** ☐

Purchaser Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Notice Enclosed (if applicable) ☐

The City of Coquitlam hereby accepts this Offer on the terms and conditions of the RFO Package, including the Purchase and Sale Agreement, and encloses the Purchase and Sale Agreement, signed by the City, for signature by the offeror.

Per: \_\_\_\_\_  
General Manager of Civic Lands & Facilities

\_\_\_\_\_, 2020  
Date of City's Acceptance



# **Appendix C**

## **RFO Offer Form (Option B) – 1455 Nanton Street**

# OPTION "B" OFFER FORM RFO 20-02-04

To the City of Coquitlam:

Dated: \_\_\_\_\_, 2020

In response to the City of Coquitlam's Request for Offers No. 20-02-04 published by the City on September 1, 2020 (the "RFO"), the undersigned hereby offers to purchase from the City the single family lot with a civic address of **1455 NANTON STREET** and as identified in the table below (the "Property") for the purchase price and requested completion date set out below and on the terms and conditions set out in the RFO, including the purchase and sale agreement, all of which will survive the completion of the purchase and sale of the Property (the "Offer").

Address	PID	Minimum Price	Offer Price	Requested Completion Date (no later than April 28, 2021)
1455 Nanton St.	030-980-569	\$775,000		

Date: \_\_\_\_\_ Submitted By (print): \_\_\_\_\_

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

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Offer is being submitted by the undersigned, having read and reviewed the RFO including all documentation and Addenda with full understanding in making this Offer. The undersigned has read the terms and conditions upon which the City is selling the Property and, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the above-named purchaser and the undersigned hereby (1) agrees to be bound by the terms of this Offer and the terms of the RFO; and (2) acknowledges, confirms, and agrees that this Offer is irrevocable and open for the City's acceptance until 5:00 pm, November 4, 2020.

Deposit of **\$100,000** enclosed by way of: **Certified Cheque** ☐ or **Bank Draft** ☐

Purchaser Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Notice Enclosed (if applicable) ☐

The City of Coquitlam hereby accepts this Offer on the terms and conditions of the RFO Package, including the Purchase and Sale Agreement, and encloses the Purchase and Sale Agreement, signed by the City, for signature by the offeror.

Per: \_\_\_\_\_  
General Manager of Civic Lands & Facilities

\_\_\_\_\_, 2020  
Date of City's Acceptance

# **Appendix D**

## **RFO Offer Form (Option B) – for 1457 Nanton Street**

# OPTION "B" OFFER FORM RFO 20-02-04

To the City of Coquitlam:

Dated: \_\_\_\_\_, 2020

In response to the City of Coquitlam's Request for Offers No. 20-02-04 published by the City on September 1, 2020 (the "RFO"), the undersigned hereby offers to purchase from the City the single family lot with a civic address of **1457 NANTON STREET** and as identified in the table below (the "Property") for the purchase price and requested completion date set out below and on the terms and conditions set out in the RFO, including the purchase and sale agreement, all of which will survive the completion of the purchase and sale of the Property (the "Offer").

Address	PID	Minimum Price	Offer Price	Requested Completion Date (no later than April 28, 2021)
1457 Nanton St.	030-370-574	\$725,000		

Date: \_\_\_\_\_ Submitted By (print): \_\_\_\_\_

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

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Offer is being submitted by the undersigned, having read and reviewed the RFO including all documentation and Addenda with full understanding in making this Offer. The undersigned has read the terms and conditions upon which the City is selling the Property and, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the above-named purchaser and the undersigned hereby (1) agrees to be bound by the terms of this Offer and the terms of the RFO; and (2) acknowledges, confirms, and agrees that this Offer is irrevocable and open for the City's acceptance until 5:00 pm, November 4, 2020.

Deposit of **\$100,000** enclosed by way of: **Certified Cheque** ☐ or **Bank Draft** ☐

Purchaser Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Notice Enclosed (if applicable) ☐

The City of Coquitlam hereby accepts this Offer on the terms and conditions of the RFO Package, including the Purchase and Sale Agreement, and encloses the Purchase and Sale Agreement, signed by the City, for signature by the offeror.

Per: \_\_\_\_\_  
General Manager of Civic Lands & Facilities

\_\_\_\_\_, 2020  
Date of City's Acceptance

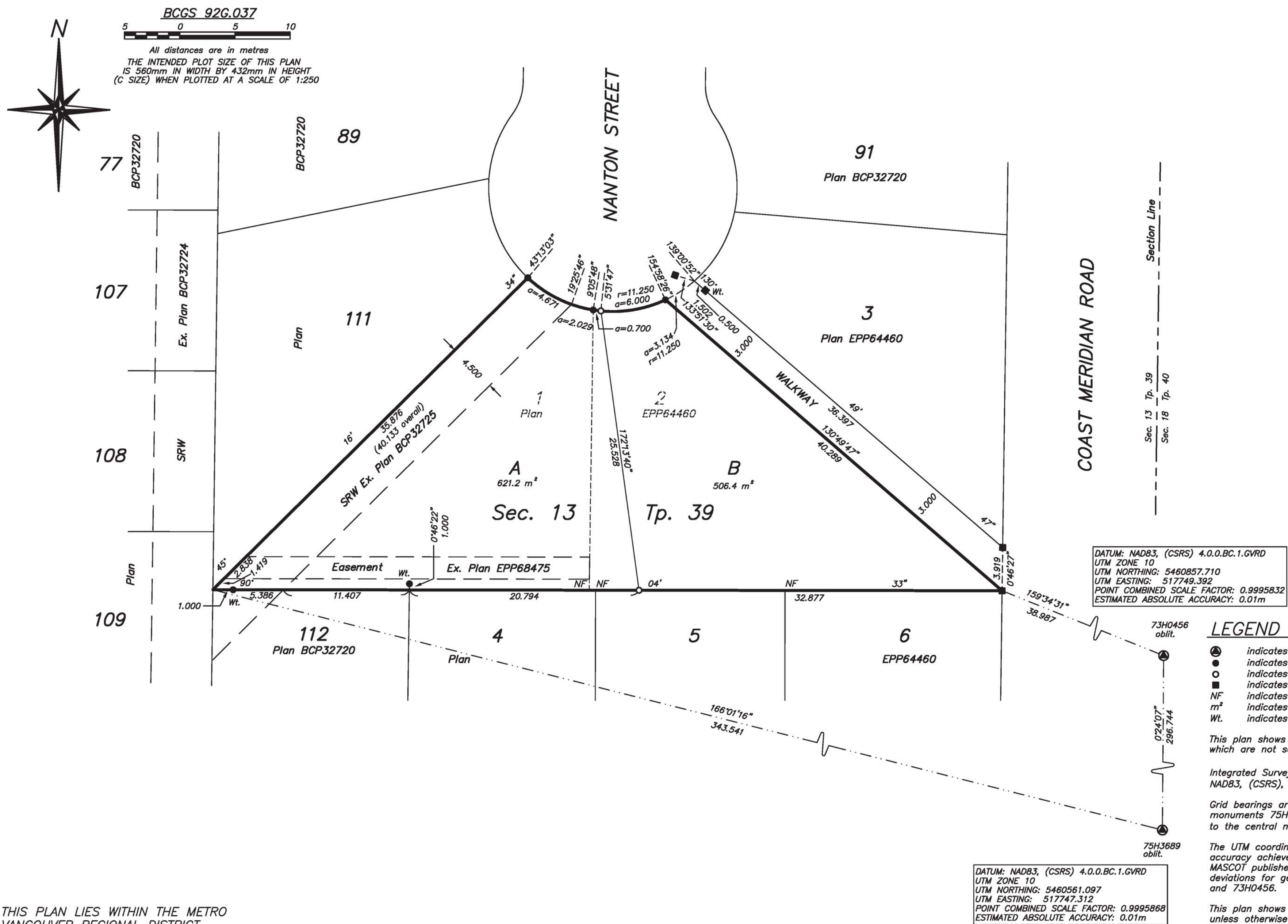
# **Appendix E**

**Survey Plan EPP93168  
(1454 & 1455 Nanton St.) & EPP64460  
(1457 Nanton St.)**



SUBDIVISION PLAN OF LOT 1 AND LOT 2,  
BOTH OF SECTION 13, TOWNSHIP 39,  
NEW WESTMINSTER DISTRICT, PLAN EPP64460  
PURSUANT TO SECTION 67 OF THE LAND TITLE ACT

Plan EPP93168



THIS PLAN LIES WITHIN THE METRO  
VANCOUVER REGIONAL DISTRICT

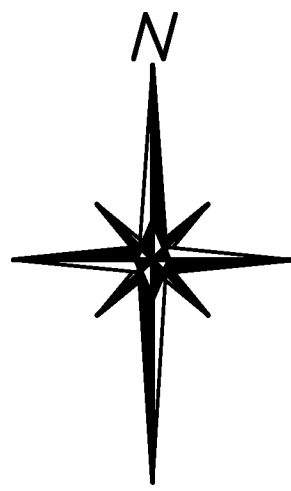
PAPOVE  
PROFESSIONAL LAND SURVEYING INC.  
202 - 1120 WESTWOOD STREET  
COQUITLAM, B.C., V3B 7K8  
TEL : (604) 464-5199  
FAX : (604) 464-6509

FILE NUMBER : 7108D

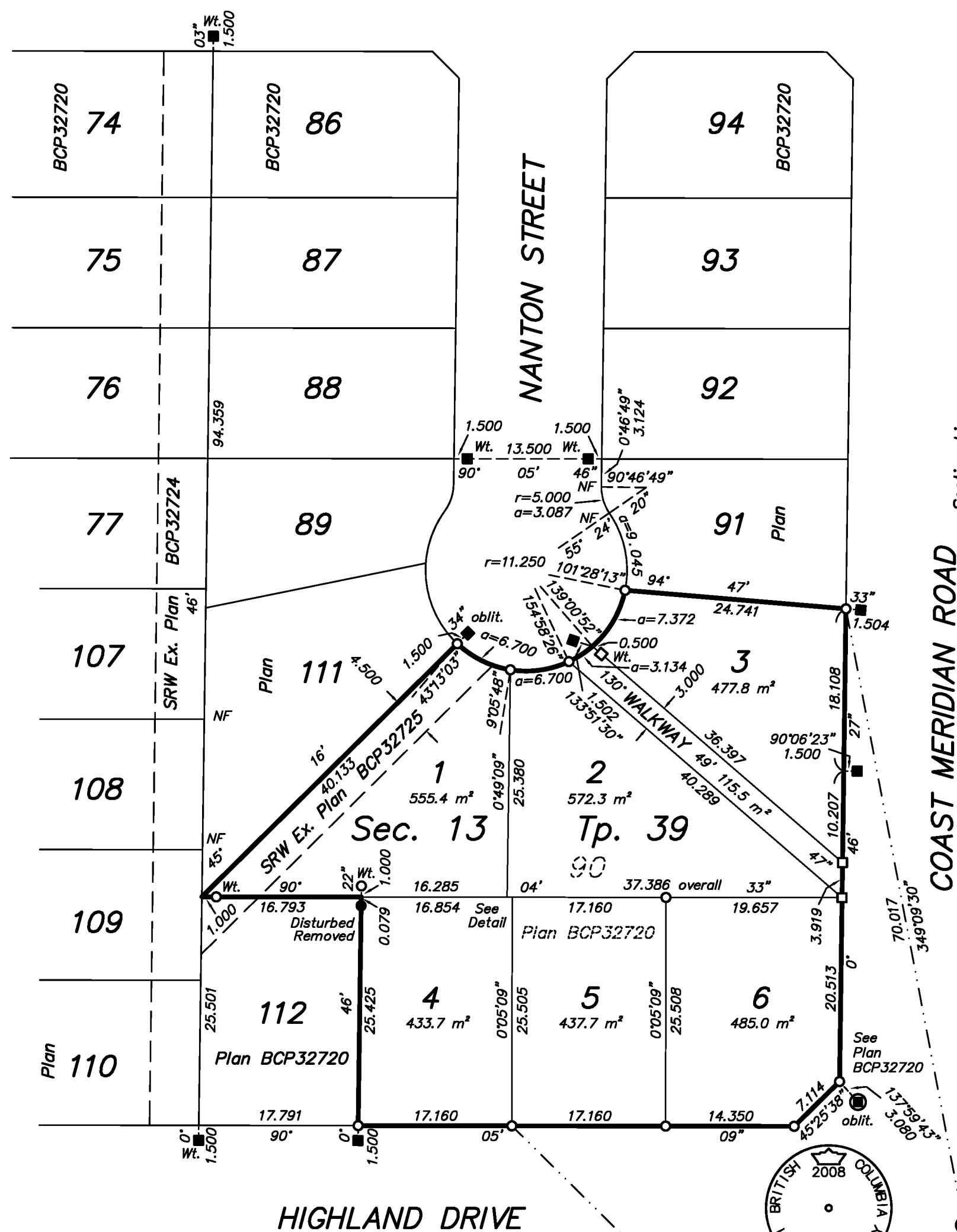
*Plan EPP64460*

*All distances are in metres*

**THE INTENDED PLOT SIZE OF THIS PLAN  
IS 432mm IN WIDTH BY 560mm IN HEIGHT  
(C SIZE) WHEN PLOTTED AT A SCALE OF 1:500**

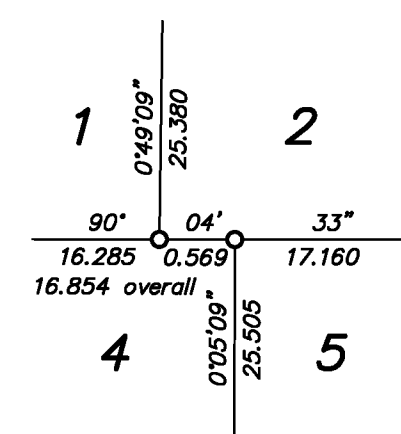


*DEVONSHIRE AVENUE*









Sec. 18  
Tp. 40

DETAIL:  
NOT TO SCALE



DATUM: NAD83, (CSRS) 4.0.0.BC.1.GVRD  
UTM ZONE 10  
UTM NORTHING: 5460857.710  
UTM EASTING: 517749.392  
POINT COMBINED SCALE FACTOR: 0.9995832  
ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY: 0.01m

LEGEND :

- |   |  |
|---|--|
|  | <i>indicates control monument found</i>    |
|  | <i>indicates rock post found</i>           |
|  | <i>indicates standard iron post found</i>  |
|  | <i>indicates standard iron post placed</i> |
|  | <i>indicates lead plug found</i>           |
|  | <i>indicates lead plug placed</i>          |
| NF  | <i>indicates nothing found</i>             |
| m <sup>2</sup>  | <i>indicates square metres</i>             |
| Wt.   | <i>indicates witness</i>                   |

*This plan shows one or more witness posts which are not set on the true corner(s).*

Integrated Survey Area No. 14, City of Coquitlam,  
NAD83, (CSRS), 4.0.0.BC.1.GVRD.

Grid bearings are derived from geodetic control monuments 75H3689 and 73H0456.

The UTM coordinates and estimated horizontal positional accuracy achieved have been derived from the MASCO<sup>T</sup> published coordinates and standard deviations for geodetic control monuments 75H3689 and 73H0456.

*This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9995832 which has been derived from geodetic control monuments 75H3689 and 73H0456.*

THIS PLAN LIES WITHIN THE JURISDICTION OF THE  
APPROVING OFFICER FOR THE CITY OF COQUITLAM.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 19TH DAY OF JANUARY, 2018.  
WILLIAM PAPOVE, BCLS #593

THIS PLAN LIES WITHIN THE GREATER  
VANCOUVER REGIONAL DISTRICT

**PAPOVE**  
**PROFESSIONAL LAND SURVEYING INC.**  
**202 - 1120 WESTWOOD STREET**  
**COQUITLAM , B.C. , V3B 7K8**  
**TEL : (604) 464-5199**  
**FAX : (604) 464-6509**

FILE NUMBER : 7108A

DATUM: NAD83, (CSRS) 4.0.0.BC.1.GVRD  
UTM ZONE 10  
UTM NORTHING: 5460561.097  
UTM EASTING: 517747.312  
POINT COMBINED SCALE FACTOR: 0.9995868  
ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY: 0.01m

Page 1 of 1

# **Appendix F**

## **Form of Purchase and Sale Agreement including Form of Option to Purchase**

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference the [ ] day of [ ] 2020.

BETWEEN:

**CITY OF COQUITLAM**, a municipal corporation having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(in its capacity as vendor and not as municipal regulator, the **"Vendor"**)

AND:

[ ]

(the **"Purchaser"**)

WHEREAS:

- A. The Vendor is the registered owner of certain lands and, if applicable, premises, legally described as follows:

PID: [ ]

[ ]

(the **"Property"**); and

- B. The Purchaser has agreed to purchase and the Vendor has agreed to sell, the Property on the terms and conditions set out in this Agreement and in connection therewith, the Deposit (defined herein) has been paid by the Purchaser to the Vendor.

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged by each party) the parties covenant and agree as follows:

### 1. DEFINITIONS

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

- (a) **"Adjustment Date"** means the Completion Date;
- (b) **"Agreement"** means this Purchase and Sale Agreement and all Schedules hereto, as amended from time to time;

- (c) **“Business Day”** means any day that is not a Saturday, a Sunday, a statutory holiday in Vancouver, British Columbia, or a day on which the Land Title Office is closed for business;
- (d) **“City Solicitor”** means the City Solicitor, City of Coquitlam;
- (e) **“Community Charter”** means the Community Charter, S.B.C. 2003, c.26, as amended;
- (f) **“Completion Date”** means [◇], or such other date as the parties may further agree in writing;
- (g) **“Deposit”** means the amount of One Hundred Thousand Dollars (\$100,000.00) of lawful money of Canada;
- (h) **“Design Restrictions Covenant”** means Covenant CA6630620 registered against title to the Property in favour of the Vendor;
- (i) **“Designate”** has the meaning ascribed thereto in Section 4.1;
- (j) **“Form A Transfer”** means the Form A – Freehold Transfer under the *Land Title (Transfer Forms) Regulation* (in electronic form) required to transfer title to the Property held by the Vendor to the Purchaser in accordance with the terms of this Agreement;
- (k) **“GST”** means goods and services tax payable under the *Excise Tax Act* (Canada) or any successor tax, including harmonized sales tax;
- (l) **“GST Certificate and Indemnity”** has the meaning ascribed thereto in Section 2.4;
- (m) **“Land Title Office”** means the applicable Government of British Columbia Land Title Office at which title to the Property is registered;
- (n) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c.1, as amended;
- (o) **“Option to Purchase”** means the Option to Purchase set forth in Schedule B;
- (p) **“parties”** means the Purchaser and the Vendor, collectively, and **“party”** means either one of them, unless otherwise specified;
- (q) **“Permitted Encumbrances”** has the meaning ascribed thereto in Schedule A to this Agreement;
- (r) **“person”** will be broadly interpreted and includes a natural person, the heirs, executors, administrators, estate trustees, trustees or other personal or legal



representatives of a natural person, a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind and any federal, provincial, municipal, regional, aboriginal, or other government;

- (s) **“Plans”** has the meaning ascribed thereto in Section 4.1;
- (t) **“Property”** has the meaning ascribed thereto in Recital B;
- (u) **“Property Tax Amount”** has the meaning ascribed thereto in Section 3.4;
- (v) **“Purchase Price”** means the sum of [◇] (\$[◇]) of lawful money of Canada, excluding GST;
- (w) **“Purchaser’s Closing Conditions”** has the meaning ascribed thereto in Section 7.2;
- (x) **“Purchaser’s Legal Representative”** means the lawyer or notary public retained by the Purchaser before the Completion Date to complete on behalf of the Purchaser the transactions required by the Purchaser in accordance with the terms herein;
- (y) **“Security Deposit”** has the meaning ascribed thereto in Section 4.4;
- (z) **“Unpaid Balance”** has the meaning ascribed thereto in Section 2.2;
- (aa) **“Vendor’s Closing Conditions”** has the meaning ascribed thereto in Section 7.1; and
- (bb) **“Vendor’s Solicitor”** means the City Solicitor; and

## 2. PURCHASE PRICE AND PAYMENT

- 2.1 The Purchaser hereby agrees to purchase the Property from the Vendor, subject to the Permitted Encumbrances, for the Purchase Price, on the terms and conditions set out in this Agreement.
- 2.2 The Purchaser will pay to the Vendor the Purchase Price, less the Deposit, which the parties acknowledge has been paid by the Purchase to the Vendor, subject to the adjustments made pursuant to Sections 3.3 through 3.5, on the Completion Date as provided herein (the **“Unpaid Balance”**).
- 2.3 Each party will pay its own legal fees. The Purchaser will pay all registration charges payable in connection with registration of the Form A Transfer and any other

document required under this Agreement to be registered concurrently with the Form A Transfer, including taxes imposed pursuant to the *Property Transfer Tax Act*.

- 2.4 The Purchase Price does not include any taxes payable in connection with the purchase and sale of the Property. The Purchaser will, in addition to the Purchase Price, pay and be responsible for all federal and provincial taxes payable in respect of the purchase and sale of the Property including, without limitation, GST and all other taxes and charges payable upon the transfer of the Property to the Purchaser. If any transaction contemplated in this Agreement constitutes a “taxable supply” for GST purposes, the Purchaser will, on the Completion Date, remit to the Vendor, as agent for Her Majesty the Queen in right of Canada, the amount of GST exigible in respect of such transaction or, if the Purchaser is registered for GST purposes on the Completion Date, it may self-assess and will account directly to the Canada Revenue Agency therefor, provided that the Purchaser delivers to the Vendor a certificate and indemnity (the “**GST Certificate and Indemnity**”) signed by the Purchaser or, if the Purchaser is a corporate entity, an officer of the Purchaser, confirming the Purchaser’s GST registration number and the Purchaser’s registered status.
- 2.5 The Deposit will not accrue any interest to the Purchaser’s credit during the period in which the Deposit is held by the Vendor.
- 2.6 The Deposit will be dealt with as follows:
  - (a) on the Completion Date, the Vendor will credit the Deposit towards the Purchase Price if the parties complete the purchase and sale of the Property on the Completion Date; or
  - (b) if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor is in default of its obligation to complete the sale of the Property in accordance with this Agreement, then the Vendor will return the Deposit to the Purchaser, as the Purchaser’s sole remedy and in full and final satisfaction of any and all claims by the Purchaser against the Vendor; or
  - (c) if the Purchaser is in default of its obligation to complete the purchase of the Property hereunder, or if the Purchaser repudiates this Agreement, then the Deposit will be absolutely forfeited to the Vendor as liquidated damages, but without prejudice to any other rights or remedies of the Vendor whether at law or in equity, unless otherwise agreed by the Vendor at the option of the Vendor in its sole discretion.

### **3. COMPLETION, POSSESSION AND ADJUSTMENTS**

- 3.1 The purchase and sale of the Property will take place at the offices of the Purchaser’s Legal Representative on the Completion Date.

- 3.2 The Vendor will deliver to the Purchaser possession of the Property, free and clear of all encumbrances, except the Permitted Encumbrances, upon the delivery to the Vendor of the Unpaid Balance and any and all closing documents required to be so delivered in accordance with the provisions of Section 9.
- 3.3 Subject to and in accordance with Section 3.4, the Purchaser will, from and including the Adjustment Date, assume and will, on the Completion Date, pay to the Vendor in addition to the Purchase Price, the Purchaser's pro rata share, calculated per diem for the applicable calendar year, of taxes, rates, local improvements, assessments, and other charges applicable to the Property (the "**Property Tax Amount**") for the period from and including the Adjustment Date to the end of the calendar year, notwithstanding that the Property may have been previously exempt from assessment for municipal taxation.
- 3.4 If:
- (a) the Property is not, on the Completion Date, assessed for municipal taxation, the Property Tax Amount will be estimated by the Vendor and will be the amount that is equal to the sum of: (a) the amount that is the Purchase Price multiplied by the tax rate set for the property class of the Property (as determined by the City of Coquitlam's collector of municipal taxes in its sole discretion as if the Property was eligible for taxation) and divided by 1,000; and (b) the sewerage parcel tax calculated in accordance with City of Coquitlam's sewer and drainage Bylaw No. 4429, 2015, as amended or replaced from time to time; provided that if the current year's tax rates have not yet been determined, the tax rates to be applied to item (a) above will be the previous year's tax rates plus fifteen percent (15%); and
  - (b) if the Property is presently assessed for municipal taxation and the current year's municipal taxes have not yet been determined, the Property Tax Amount will be the amount, inclusive of the sewerage parcel tax, determined for the previous year plus five percent (5%).
- 3.5 All adjustments with respect to items that are normally adjusted between a vendor and purchaser on the sale of similar property, in addition to those already discussed in Sections 3.3 and 3.4, shall be made with respect to the Property as of the Adjustment Date so that the Vendor shall pay all expenses and receive all income, if any, related to the Property that are in respect of any time prior to the Adjustment Date and the Purchaser shall pay all expenses and receive all income, if any, related to the Property that are in respect of any time from and including the Adjustment Date.
- 3.6 The Purchaser and the Vendor hereby undertake to each other that any taxes, rates, local improvements, assessments, and other items hereunder to be adjusted that are not finally determined at the Completion Date and are based upon estimated amounts, will be readjusted promptly following the final determination of such



amounts and in any event, no later than three (3) months following the end of the calendar year during which the transactions contemplated herein complete.

#### **4. DESIGN RESTRICTIONS COVENANT & SECURITY DEPOSIT**

- 4.1 The Vendor's approval required in Section 1 of Schedule A of the Design Restrictions Covenant will not be granted by the Vendor unless the Design Guidelines (as defined in the Design Restrictions Covenant) are first complied with, and in particular, unless and until the plans and specifications (collectively, the "**Plans**") respecting the Improvements (as defined in the Design Restrictions Covenant) have been submitted to the Vendor or its designated approving agent (the "**Designate**") for written approval.
- 4.2 The Vendor or the Designate, as the case may be, will grant or reject approval of such Plans or make recommendations for alteration of such Plans in a timely manner, and in so doing will not act arbitrarily.
- 4.3 Unless otherwise permitted by the Vendor, the Plans submitted for approval must be prepared in accordance with and comply in all respects with the Design Guidelines (as defined in the Design Restrictions Covenant).
- 4.4 By way of an adjustment on the statement of adjustments, the Purchaser will deposit the amount of five thousand dollars (\$5,000.00) (the "**Security Deposit**") on the Completion Date and the Security Deposit is held until:
  - (a) there has been full and complete compliance with the Design Restrictions Covenant; and
  - (b) construction of the Improvements (as defined in the Design Restrictions Covenant) are carried out in accordance with the Plans approved hereunder and in compliance with all applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities,

as determined by the Vendor, acting reasonably.
- 4.5 No Security Deposit will be returned unless and until the Vendor, on the written request of the Purchaser, caused an inspection of the Lands to be made, following which:
  - (a) the Security Deposit will be returned by the Vendor to the party who had paid the Security Deposit if there has been, in the reasonable opinion of the Vendor, compliance with the terms of the Design Restrictions Covenant and this Article 4; or
  - (b) the Security Deposit will be retained by the Vendor absolutely, in whole or in part as the Vendor may determine in its sole discretion, if:

- (1) there has been, in the reasonable opinion of the Vendor, non-compliance with the Design Restrictions Covenant or this Article 4;  
or
- (2) the Vendor exercises the Option to Purchase.

- 4.6 The Vendor and the Designate will not be liable for any loss, cost, claim and damage arising out of the approval of any Plan in accordance with this Article 4, for any failure to enforce this Article 4 or the Design Restrictions Covenant, or for any diminution in value of the Lands as a result of the enforcement of this Article 4 or the registration or enforcement of the Design Restrictions Covenant and a claim will not be made by the Purchaser to the contrary.
- 4.7 If the Security Deposit has not been dealt with in accordance with Section 4.5, the Purchaser will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Lands to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the Vendor whereby such transferee(s) agree to be and thereafter remain bound by each and every term and condition of this Article 4 applicable to the Purchaser.

## **5. PURCHASER'S COVENANTS, WARRANTIES AND REPRESENTATIONS**

- 5.1 Following the acceptance by the Vendor of this Agreement, the Purchaser or its agents, may enter and inspect the Property for the purpose of undertaking all inspections and surveys including, without limitation, all soil testing, as the Purchaser may consider reasonably necessary; provided that notwithstanding the foregoing, the Purchaser agrees that it will only enter and inspect the Property on reasonable notice to the Vendor and in accordance with any written direction of the Vendor including, if requested by the Vendor, execution and delivery of an indemnity agreement in favour of the Vendor on the Vendor's standard form. The Purchaser will:
- (a) not damage the Property and will forthwith restore and repair any damage or disturbance to the Property arising from any investigations undertaken by the Purchaser hereunder to the Property's prior condition;
  - (b) indemnify and save harmless the Vendor from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by the Vendor arising out of or in connection with the Purchaser's or its agents' actions pursuant to this Section 5.1; and
  - (c) provide to the Vendor copies of all environmental, geotechnical and building condition reports, if applicable, that the Purchaser commissions as part of its

due diligence, and will obtain reliance letters in favour of the Vendor, from the authors of such reports.

- 5.2 Regardless of any independent investigations that the Vendor may cause to be made, the Purchaser warrants and represents to the Vendor, as warranties and representations that are true as at the date of execution hereof by the Purchaser and will be true as at the Completion Date, and acknowledges that the Vendor has relied thereon in entering into this Agreement and in concluding the sale of the Property, that:

- (a) **[• Corporate Purchasers]** the Purchaser is a company duly incorporated and validly existing under the laws of [♦] and has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement;
- (b) the completion of the transaction contemplated by this Agreement shall not constitute a breach by the Purchaser of any statute, by-law or regulation nor, if applicable, of the constating documents of the Purchaser; and
- (c) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

- 5.3 The Purchaser acknowledges, covenants and agrees that:

- (a) the Vendor is making no representations or warranties whatsoever in respect of the Property, including in respect of:
  - (1) the condition of the Property (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Property and on or under any surrounding or neighbouring lands and the current and past uses of the Property and any surrounding or neighbouring lands;
  - (2) the fitness of the Property for any particular use, including the intended use of it by the Purchaser;
  - (3) the general condition and state of all utilities or other systems on or under or which will serve the Property;
  - (4) the zoning of the Property and the bylaws of any governmental body that relate to the development, use and occupation of the Property;
  - (5) the application of any federal or provincial statute or law to the Property; and
  - (6) the economic feasibility of the development of the Property,

and the Purchaser has conducted, or had the opportunity to conduct, an independent investigation as to all of the above matters.

- (b) it is purchasing the Property in an “as is, where is” condition and that the Purchaser has independently satisfied itself, or had the opportunity to independently satisfy itself, as to all matters relating to the Property prior to executing and delivering this Agreement to the Vendor for acceptance, including without limitation, the condition and suitability of the Property for the Purchaser’s purposes and intended uses, zoning of the Property and the environmental condition of the Property;
- (c) it expressly waives, to the extent permitted by law, any requirement for the Vendor to obtain or provide the Purchaser with a “site profile” or any other environmental report for the Property pursuant to the provisions of the *Environmental Management Act*, S.B.C. 2003, c.53, as amended, or any regulation in respect thereof;
- (d) any material or information about the Property that has been provided to the Purchaser by the Vendor for the purpose of this transaction has been provided as a courtesy only and the Vendor has made no representation or warranty concerning the accuracy, relevance, reliability or any other matter in relation to the material or information;
- (e) the Vendor will have no liability for any errors or inaccuracies in the material or information provided as referred to in Section 5.3(d);
- (f) it has reviewed and accepted copies of the Permitted Encumbrances;
- (g) the Vendor is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser’s cost of servicing or developing the Property or to assist the Purchaser in obtaining any permits or approvals in connection with the Property; and
- (h) it is aware that this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.

## **6. VENDOR’S COVENANTS, WARRANTIES AND REPRESENTATIONS**

- 6.1 The Vendor warrants and represents to the Purchaser, as warranties and representations that are true as at the date of execution hereof by the Vendor and will be true as at the Completion Date, that:

- (a) it is a municipality duly incorporated and validly existing under the laws of British Columbia and has the power and authority to enter into and perform its obligations under this Agreement; and
  - (b) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- 6.2 The Vendor will grant authorizations reasonably required by the Purchaser to authorize statutory authorities to release information confirming compliance with laws with respect to potential statutory liens.

## 7. CLOSING CONDITIONS

- 7.1 **Vendor's Closing Conditions.** The Vendor's obligation to complete the sale of the Property is subject to and conditional upon the occurrence of the following conditions (the "**Vendor's Closing Conditions**") on or before the Completion Date:
- (a) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Completion Date with the same effect as though such representations and warranties had been made on and as of the Completion Date; and
  - (b) all of the covenants and agreements of the Purchaser to be observed and performed, and all of the documents to be delivered by the Purchaser to the Vendor on or before the Completion Date pursuant to the terms of this Agreement, shall have been duly observed, performed and delivered in all material respects.
- 7.2 **Purchaser's Closing Conditions.** The Purchaser's obligation to complete the purchase of the Property is subject to and conditional upon the occurrence of the following conditions (the "**Purchaser's Closing Conditions**") on or before the Completion Date:
- (a) the representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects on and as of the Completion Date with the same effect as though such representations and warranties had been made on and as of the Completion Date; and
  - (b) all of the covenants and agreements of the Vendor to be observed and performed, and all of the documents and funds to be delivered by the Vendor on or before the Completion Date pursuant to the terms of this Agreement, shall have been duly observed, performed and delivered in all material respects.
- 7.3 **Removal of Closing Conditions.** Each of the Vendor's Closing Conditions is for the sole benefit of the Vendor and only the Vendor may waive, in whole or in part, any

or all of the Vendor's Closing Conditions by giving written notice of waiver to the Purchaser on or before the Completion Date. Each of the Purchaser's Closing Conditions is for the sole benefit of the Purchaser and only the Purchaser may waive, in whole or in part, any or all of the Purchaser's Closing Conditions by giving written notice of waiver to the Vendor on or before the Completion Date. In the event that any of the Closing Conditions are not satisfied or waived by either the Purchaser or the Vendor, as the case may be, on or before the Completion Date, then upon written notice by the party having the benefit of such unsatisfied condition, the Deposit shall be returned to the Purchaser (unless forfeited to the Vendor pursuant to Section 2.6(c)), this Agreement shall be terminated and each of the parties hereto shall have no further obligations to, nor rights against, the other in respect of this Agreement, except as otherwise provided herein. Upon completion of the purchase and sale of the Property on the Completion Date, all Closing Conditions shall be deemed to be satisfied.

## **8. PREPARATION AND DELIVERY OF CLOSING DOCUMENTS**

- 8.1 At the Purchaser's sole cost, the Purchaser will prepare and deliver the following closing documents for review by the Vendor, at least seven (7) Business Days prior to the Completion Date:
- (a) the Form A Transfer;
  - (b) the Option to Purchase;
  - (c) a vendor's statement of adjustments;
  - (d) if applicable, the GST Certificate and Indemnity, bearing the Purchaser's GST registration number; and
  - (e) any other documents or assurances as either party may reasonably require in order to complete the purchase and sale of the Property in accordance with this Agreement.
- 8.2 Provided that the Purchaser has delivered to the Vendor copies of the closing documents described in Section 8.1 within the time frame set out therefor, on or before the Completion Date, the Vendor will deliver to the Purchaser the closing documents set out in Section 8.1 duly executed by the Vendor, not including any document for which the Vendor is not a party thereto, and each of which shall be in form and substance satisfactory to the parties and their respective solicitors or notaries, acting reasonably.
- 8.3 On or before the Completion Date, the Purchaser will deliver to the Vendor the closing documents set out in Section 8.1 duly executed by the Purchaser, not including any document for which the Purchaser is not a party thereto, and each of

which shall be in form and substance satisfactory to the parties and their respective solicitors or notaries, acting reasonably.

## **9. CLOSING PROCEDURE**

- 9.1 On or before the Completion Date, the Purchaser will pay to the Purchaser's Legal Representative, in trust, the Unpaid Balance, less any amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.
- 9.2 Following receipt by the Purchaser's Legal Representative of the payment in Section 9.1 and the closing documents referred to in Sections 8.2 and 8.3, on the Completion Date the Purchaser will cause the Purchaser's Legal Representative to submit for registration in the Land Title Office the Form A Transfer, the Option to Purchase, and, if applicable, any security documents required by the Purchaser's lender in connection with any mortgage financing arranged by the Purchaser, and in the appropriate order such that, in due course, the Option to Purchase shall rank in priority to the items set out in Sections 9.3(e) and 9.3(f). The Purchaser's Legal Representative shall undertake to the Vendor that if the Unpaid Balance is not paid to the Vendor on the Completion Date, the Purchaser's Legal Representative shall, upon the written request of the Vendor, forthwith cause the application for registration of the Form A Transfer and any other documents submitted by the Purchaser's Legal Representative to be withdrawn and cancelled.
- 9.3 Immediately following the submission for registration referred to in Section 9.2, receipt of the proceeds by the Purchaser's Legal Representative under any mortgage financing arranged by the Purchaser, if applicable, and the Purchaser's Legal Representative being satisfied as to the Purchaser's title after conducting a post filing for registration check of the title search for the Property disclosing only the following:
  - (a) the existing title;
  - (b) the Permitted Encumbrances;
  - (c) the pending registration number assigned to the Form A Transfer;
  - (d) the pending registration number assigned to the Option to Purchase;
  - (e) the pending registration number for any security documents required in connection with any mortgage financing arranged by the Purchaser, if applicable; and
  - (f) any other charges granted by the Purchaser,

the Purchaser will cause the Purchaser's Legal Representative to deliver to the Vendor a bank draft or the Purchaser's Legal Representative's certified trust cheque

for the Unpaid Balance and the GST, if any, and to release the documents and items referred to in Section 8.2 to the Purchaser and concurrently therewith the Deposit, the documents referred to in Section 8.3 duly executed, and any other items required to be delivered to the Vendor on the Completion Date in accordance with the terms hereof, will be released to the Vendor. It is expressly understood and agreed that the Vendor shall be entitled to repay from the Purchase Price any financial charges registered against title to the Property on the Completion Date that do not constitute Permitted Encumbrances and to obtain and register a discharge of such charges within a reasonable time after the Completion Date on the usual undertakings from the Vendor's Solicitor, approved by the Purchaser's Legal Representative, acting reasonably.

If the Purchaser will be relying on a new mortgage to finance the Purchase Price, then the Purchaser, while still being required to pay the Unpaid Balance on the Completion Date, may submit the Form A Transfer for registration at the Land Title Office in advance of receipt of mortgage proceeds provided that the Purchaser's Legal Representative have received confirmation that the Purchaser has fulfilled all its lender's conditions for the advance of mortgage proceeds, except for the submission of the mortgage security documentation for registration at the Land Title Office, and that the Purchaser's Legal Representative have provided an undertaking to the Vendor's Solicitor to pay the Unpaid Balance on the Completion Date upon the Purchaser's Legal Representative's receipt of mortgage proceeds and a satisfactory post-index search as contemplated in this section.

- 9.4 It is a condition of this Agreement that all requirements of this Section 9 are deemed to be concurrent requirements and it is agreed that nothing will be finalized at the Completion Date until everything required to be paid, executed and delivered on the Completion Date has been so paid, executed and delivered.

## **10. MISCELLANEOUS AND INTERPRETATION**

- 10.1 **Business Day.** Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made, or action is to be taken, on the next Business Day.
- 10.2 **Commission.** Any real estate or brokerage commission payable in respect of the transaction contemplated in this Agreement shall be the sole responsibility of the Purchaser and the Purchaser shall indemnify and save the Vendor harmless in respect of any loss incurred by the Vendor in relation to such commissions.
- 10.3 **Risk.** The Property will be at the risk of the Vendor until delivery to the Vendor of the Unpaid Balance and any and all closing documents required to be delivered in accordance with the provisions of Section 9 and thereafter at the risk of the Purchaser.



- 10.4 **Non-Derogation.** Nothing contained or implied herein will derogate from, prejudice or affect the Vendor's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act*, or any other act of the Province of British Columbia as amended from time to time and the rights, powers, duties and obligations of the Vendor under all public and private statutes, bylaws, orders and regulations, all of which may be, if the Vendor so elects, as fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered.
- 10.5 **Non-Merger.** No warranty, representation, acknowledgment, covenant or agreement contained in this Agreement will be merged in the transfer or conveyance of the Property but will survive the closing on the Completion Date.
- 10.6 **Entirety.** This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Property and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no representations, warranties, covenants or agreements, express, implied, statutory, collateral or otherwise, save as expressly set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.
- 10.7 **Time.** Time will be of the essence of this Agreement and notwithstanding the extension of any of the dates under this Agreement.
- 10.8 **Interpretation.** In this Agreement words signifying a male person include a female person and words signifying a female person include a male person, and either word includes a corporation, and vice versa, and words signifying the singular include the plural, and words in the plural include the singular. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement unless otherwise specified.
- 10.9 **Currency.** All dollar amounts referred to in this Agreement are Canadian dollars.
- 10.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties will submit to the jurisdiction of British Columbia with respect to any dispute relating to this Agreement.
- 10.11 **Assignment.** Neither this Agreement nor any rights or liberties granted hereunder will be assigned by the Purchaser without the prior written consent of the Vendor,

which consent the Vendor, in its sole discretion, may withhold, and provided that any such assignment shall not have the effect of relieving the Purchaser of its obligations under this Agreement.

- 10.12 **Tender.** Notwithstanding any statute or rule of law to the contrary, any tender of documents or money required to be made pursuant to this Agreement will be validly made upon the parties themselves, or their respective solicitors or notaries public. Unless otherwise specified in this Agreement, any money must be tendered by bank draft from a chartered bank, trust company, or credit union, or a solicitor's or notary public's certified trust cheque, payable to the "City of Coquitlam" or by way of electronic transfer in accordance with banking details provided by the Vendor to the Purchaser's Legal Representative prior to the Completion Date in which case the Purchaser will pay any transfer fees associated with the electronic transfer.
- 10.13 **Further Assurances.** Each party will execute and deliver all such further documents and do all such further acts as may be reasonably required by the other party to carry out the true intent and meaning of this Agreement.
- 10.14 **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, and administrators, successors and permitted assigns, as applicable. If the Purchaser is comprised of more than one person, each reference to the Purchaser will include each and every such person severally and all representations, warranties, covenants and agreements of the Purchaser will be construed and held to be joint and several representations, warranties, covenants and agreements of each such person.
- 10.15 **Notices.** All notices, documents or communications required or permitted to be given under this Agreement must be in writing and be delivered by hand, courier, email or facsimile to the party to whom it is to be given as follows:

to the Vendor at:

City of Coquitlam  
 3000 Guildford Way  
 Coquitlam, BC V3B 7N2  
**ATTENTION: Manager Real Estate**  
 Email: [jburtan@coquitlam.ca](mailto:jburtan@coquitlam.ca)  
 Fax: (604) 927-3015

with a copy to:

Vendor's Solicitor  
 c/o City Solicitor  
 3000 Guildford Way  
 Coquitlam, B.C. V3B 7N2  
**ATTENTION: City Solicitor**

Email: [sjames@coquitlam.ca](mailto:sjames@coquitlam.ca)

Fax: (604) 927-3445

to the Purchaser at:



or at such other address as either party may specify in writing to the other. Any such notice delivered to a party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then such notice will be deemed to have been given or made and received on the next Business Day. Any such notice transmitted by facsimile, email or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if such notice is transmitted on a day that is not a Business Day or after 5:00 p.m. (Pacific Standard Time), that notice will be deemed to have been given or made and received on the next Business Day. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the third Business Day after the day of mailing thereof. In the event of any disruption of mail services, all notice will be delivered or sent by facsimile or email rather than mailed.

- 10.16 **Independent Legal Advice.** The Purchaser agrees that it has read and understands the terms and conditions of this Agreement and that it has had the opportunity to seek, and was not prevented or discouraged by the Vendor from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.
- 10.17 **No Fiduciary Relationship.** Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the Vendor a partner, agent or legal representative of the Purchaser in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Purchaser, or to create any fiduciary relationship between the Vendor and the Purchaser.
- 10.18 **Counterparts and Delivery.** This Agreement may be executed by the parties in counterparts and delivered by electronic means and, if so executed and delivered, any and all counterparts will together constitute one and the same instrument and this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

**11. BINDING EFFECT**

- 11.1 This Agreement is a binding agreement for the purchase and sale of the Property in accordance with the terms hereof.

**[• Update all cross-references: CTRL A - F9]**

*[remainder of page intentionally blank; signature pages follow]*

**IN WITNESS WHEREOF** the Purchaser has executed this Agreement on the \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

**[•If Individual Purchaser]**

\_\_\_\_\_  
*Witness Name:*

*Address:*

\_\_\_\_\_  
[◇]

**[•If Corporate Purchaser]**

[◇], by its authorized signatory(ies):

Per:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**VENDOR'S ACCEPTANCE**

In consideration of the covenants and agreements of the Purchaser contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

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

**CITY OF COQUITLAM**

Per:

---

Don Luymes  
General Manager, Civic Lands & Facilities

## SCHEDULE A

### PERMITTED ENCUMBRANCES

**“Permitted Encumbrances”** means collectively:

- (a) all statutory exceptions and reservation to title, including those set out in Sections 23 and 108 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and Sections 50 and 55 to 58, inclusive, of the *Land Act*, R.S.B.C. 1996, c. 245;
- (b) registered or pending restrictive covenants, rights-of-way, and any other charges in favour of utilities and public authorities;
- (c) the Option to Purchase and any Notice of Interest, *Builders Lien Act*, filed by or on behalf of the Vendor in respect of its interest under the Option to Purchase; and
- (d) **[◇]**.

**[NOTE: “Permitted Encumbrances” to be updated to reflect the permitted encumbrances for the particular Property.]**

**SCHEDULE B****FORM OF OPTION TO PURCHASE****EXPRESS PART 2 TERMS****OPTION TO PURCHASE**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

**[◇]**

(the “**Owner**”)

AND:

**CITY OF COQUITLAM**, a municipal corporation under the *Local Government Act*, having its office at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered and beneficial owner of the lands and premises located in the City of Coquitlam, Province of British Columbia, and legally described in Item 2 of Form C General Instrument – Part 1 to which this Agreement is attached (hereinafter called the “**Lands**”); and
- B. The City desires to acquire an option to purchase the Lands from the Owner and the Owner has agreed on the terms and conditions hereinafter set out to grant such an option.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements hereinafter contained and the sum of \$1.00 paid by the City to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto covenant, agree, warrant and represent as follows:

1. In this Agreement:
  - (a) “**Building**” means any structure which is used or intended for supporting or sheltering any use or occupancy, whether fixed to, supported by, or sunk into land or water, but does not include tanks, retaining walls, pools, plumbing systems, landscaping, fences, or paving;



- (b) **“Building Bylaw”** means The City of Coquitlam Building Bylaw No. 3598, as amended, restated or replaced from time to time;
- (c) **“Building Permit”** means “building permit” as such term is defined in the Building Bylaw, but shall not include a permit to construct a “temporary building” as defined in the Building Bylaw;
- (d) **“Business Day”** means any day which is not a Saturday, a Sunday, a statutory holiday in Vancouver, British Columbia, or a day on which the Land Title Office or the City is closed for business;
- (e) **“Completion Date”** has the meaning ascribed thereto in Section 9 hereof;
- (f) **“Contaminants”** means any explosives, radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under any Environmental Laws;
- (g) **“Environmental Laws”** means any laws, regulations, bylaws or other lawful requirements relating, in whole or in part, to the environment, occupational health or safety, product liability, public health, public safety and transportation of dangerous goods, of any governmental authority having jurisdiction over the Lands;
- (h) **“Final Building Permit”** means the final Building Permit issued by the City of Coquitlam in respect of a Building and pursuant to which Work may be carried out in order to complete the Building or portion thereof and render it ready for occupancy;
- (i) **“GST”** means goods and services tax payable under the *Excise Tax Act* (Canada) or any successor tax, including harmonized sales tax;
- (j) **“Land Title Office”** means the New Westminster Land Title Office;
- (k) **“Lands”** has the meaning ascribed thereto in the Recitals hereto;
- (l) **“Notice”** has the meaning ascribed thereto in Section 3 hereof;
- (m) **“Option”** has the meaning ascribed thereto in Section 2 hereof;
- (n) **“Outside Offer Notice”** has the meaning ascribed thereto in Section 5 hereof;

- (o) **“Permitted Encumbrances”** has the meaning ascribed thereto in Appendix A to this Option to Purchase;
  - (p) **“Purchase Price”** has the meaning ascribed thereto in Section 7 hereof;
  - (q) **“Registration Date”** means the date of registration of this Option against title to the Lands as indicated on the certificate of title for the Lands;
  - (r) **“Term”** means the period commencing on the Registration Date and ending on the date that is four (4) years from the Registration Date;
  - (s) **“Transfer”** has the meaning ascribed thereto in Section 16(a) hereof; and
  - (t) **“Work”** means “work” as such term is defined in the Building Bylaw.
2. In consideration of the payment of the total sum of \$10.00, the receipt of which is hereby acknowledged by the Owner, the Owner hereby grants to the City the sole, irrevocable and exclusive option, for exercise by the City, to purchase the Lands (the **“Option”**).
3. The City may exercise the Option at any time by delivering to the Owner written notice of the exercise of the Option (the **“Notice”**) provided that one or more of the following applies:
- (a) within one hundred and twenty (120) days of the Registration Date, the Owner has not been issued a Final Building Permit in relation to all of the Lands, including all proposed development phases thereof, other than as a result of a delay occasioned solely due to the actions of the City;
  - (b) any Work to be done pursuant to a Building Permit in relation to the Lands has:
    - i. not been commenced within sixty (60) days from the date on which the Building Permit was issued; or
    - ii. been discontinued or suspended for a period of more than sixty (60) days,

other than as a result of a delay occasioned through no fault (both direct and indirect) of the Owner, which may include delays caused by unfavourable weather, strikes, fires, shortages of material and/or labor, acts of God or other causes beyond the reasonable control of the Owner; or
  - (c) any Building Permit in relation to the Lands has been suspended or revoked by the City of Coquitlam in accordance with the Building Bylaw; or
  - (d) the City has received from the Owner an Outside Offer Notice.

Subject to Section 6 hereof, if the Option is exercised by the City as set forth in this Section 3, then there shall thereupon be constituted a binding agreement of purchase and sale between the Owner and the City respecting the Lands which will be completed upon the terms and conditions contained herein on the Completion Date.

4. During the Term, the Owner will not sell, transfer, or otherwise convey or offer to sell, transfer or otherwise convey any interest in the Lands, or any part thereof, except in accordance with, and to the extent permitted by, the terms of this Agreement.
5. If, at any time and from time to time during the Term, the Owner receives, from a prospective purchaser other than the City, an offer to purchase any interest in the Lands, or part thereof, including a beneficial interest thereof, that the Owner is willing to accept, then the Owner will deliver written notice (the “**Outside Offer Notice**”) immediately to the City that the Owner has received such offer. If the Owner does not receive a Notice from the City exercising its Option within 30 Business Days from the date of delivery to the City of the Outside Offer Notice, then the Owner may complete the sale with the prospective purchaser and this Agreement will survive and continue in full force and effect.
6. If the Option is not exercised by 5:00p.m. on the date of expiry of the Term, this Agreement will be null and void and no longer binding upon the parties except that:
  - (a) the City shall execute and deliver to the Owner a registrable discharge of the Option; and
  - (b) the Owner shall deliver to the City an administrative fee in respect of the discharge of the Option, as prescribed by City of Coquitlam Fees and Charges Bylaw No. 5017, 2019, as amended, restated or replaced from time to time.
7. The purchase price for the Lands will be the sum of **♦ (\$♦)** (the “**Purchase Price**”), not including GST, and subject to the adjustments made pursuant to Section 14 hereof.
8. This Agreement shall not be assigned by the City without the prior, written consent of the Owner, which consent the Owner, in its sole discretion, may withhold.
9. The completion date (the “**Completion Date**”) for the purchase and sale of the Lands shall be the date that is thirty (30) days after the date of delivery of the Notice unless such date falls on a day that is not a Business Day, in which case the Completion Date will be the next following Business Day.
10. The Owner covenants and agrees that it will, from and after the date of this Agreement to the Completion Date:

- (a) take all reasonable care to protect and safeguard the Lands and operate and otherwise deal with the Lands as a careful and prudent owner would do and in such a manner that, except as contemplated in this Agreement, the warranties and representations in Section 11 hereof remain true and correct;
  - (b) maintain in full force and effect insurance coverage in respect of the Lands against such risks and to such limits as are in accordance with prudent business practice and suitable to the Lands;
  - (c) observe and perform all of its obligations under the Permitted Encumbrances and diligently enforce all of its rights and remedies under the Permitted Encumbrances; and
  - (d) forthwith advise the City in writing upon the Owner becoming aware that any of the representations and warranties of the Owner set out in Section 11 hereof is inaccurate or incomplete in any material respect.
11. Regardless of any independent investigation that the City may cause to be made, the Owner represents and warrants to the City, as representations and warranties that are true as at the date of execution hereof by the Owner and will be true as at the Completion Date, and acknowledges that the City has relied thereon in entering into this Agreement and in concluding the purchase and sale of the Lands, that:
- (a) The Owner is a corporation duly incorporated and validly existing under the laws of British Columbia, is in good standing under the laws of British Columbia with respect to the filing of annual reports required to maintain its corporate existence, and has the power and capacity to own and dispose of the Lands, and to enter into and to carry out the transactions contemplated in this Agreement, all of which has been, or by the Completion Date shall have been, duly authorized;
  - (b) The Owner is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (c) The Owner is the registered and beneficial owner of a fee simple interest in the Lands, free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances and any financial encumbrances to be discharged in accordance with Section 19(b) hereof.
  - (d) Except as otherwise disclosed to the City in writing, to the Owner's knowledge, there are no claims, actions or proceedings which are pending or threatened that would interfere with the use, occupation and enjoyment of the Lands by the City or which could affect the City's right to own, occupy and obtain revenue from the Lands or with respect to the Owner, which if

decided adversely, could materially affect the ability of the Owner to comply with its obligations hereunder;

- (e) All municipal taxes, local improvement taxes, rates, levies and assessments whatsoever due and owing with respect to the Lands for the current calendar year and all preceding calendar years have been, or shall on the Completion Date be paid in full and, except as otherwise disclosed to the City in writing, no appeals of assessments or such taxes have been made by the Owner and are outstanding;
- (f) The sale of the Lands as contemplated in this Agreement does not constitute a sale by the Owner of the whole or substantially the whole of its undertaking;
- (g) The Owner has not received any work order, deficiency notice or other written notice from any authority, board of fire insurance underwriters, or anyone else, advising of any breach of any law, by-law, code, regulation, standard or agreement or suggesting any repair or work is necessary to the Lands or any part thereof;
- (h) The Owner has not received any notice and has no knowledge of any proposed expropriation of all or any part of the Lands;
- (i) To the Owner's knowledge, there is no indebtedness, agreement, lease or other outstanding obligation of the Owner which might by operation of law or otherwise survive the closing and constitute a registered or unregistered lien, charge or encumbrance against the Lands;
- (j) The Owner is not aware of any document, material, report, information, proceeding, claim or other matter pertaining to the Lands and the presence of Contaminants on the Lands which are relevant to or which might impact on the use or proposed use of the Lands;
- (k) The Owner has not received any notice indicating that the Lands and the uses on the Lands do not comply with, or that the Owner is in violation of, any Environmental Laws and is not aware of any grounds which may give rise to the issuance of such a notice;
- (l) There are no existing order or other similar requirements made by governmental authorities regarding the environmental condition of the Lands;
- (m) Neither the Owner nor, to the best of the Owner's knowledge, any predecessor in title to the Lands has at any time, stored or permitted to be stored, any Contaminants in, upon or under the Lands, and has not treated, emitted, disposed, discharged or permitted the treatment, emission,

disposal or discharge of any Contaminants in, from, upon or under the Lands;

- (n) The Owner has not used, and is not aware of any predecessor in title to the Lands having used, the Lands as a landfill or site for disposal for waste or Contaminants;
- (o) To the best of the Owner's knowledge after due inquiry, the Lands and the use or proposed use of the Lands are in compliance with Environmental Laws in all material respects; and
- (p) To the best of the Owner's knowledge after due inquiry, the Lands are free from the presence of all Contaminants.

The representations and warranties of the Owner set forth herein will survive the closing of the purchase and sale of the Lands provided for in this Agreement and, notwithstanding such closing or any investigation made by or on behalf of the City, will continue in full force and effect for the benefit of the City. The Owner acknowledges that the City is relying upon such representations and warranties in entering into this Agreement.

12. The City's obligation to complete the purchase of the Lands contemplated by this Agreement is subject to the fulfilment of the following conditions, each of which is for the sole benefit of the City:

- (a) the representations and warranties of the Owner contained in Section 11 hereof will be true on and as of the Completion Date in all material respects with the same effect as though such representations and warranties had been made on and as of the Completion Date; and
- (b) all of the covenants and agreements of the Owner to be observed and performed, and all of the documents to be delivered by the Owner to the City on or before the Completion Date pursuant to the terms of this Agreement, have been duly observed, performed and delivered in all material respects.

If the condition(s) set out in this Section 12 have not been satisfied by the times therein specified, the City may waive fulfilment thereof, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the purchase of the Lands or elect not to complete.

13. In consideration of the payment of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Owner acknowledges and agrees that although the City's obligation to complete the sale and purchase contemplated hereby is subject to fulfilment of the conditions set out in Section 12 hereof:

- (a) those conditions are not conditions to there being a binding agreement of purchase and sale between the parties respecting the Lands; and
  - (b) this Agreement is not void, voidable, revocable or, otherwise capable of being terminated by the Owner on account of the existence of those conditions.
- 14. The Owner will be responsible for all taxes, rates, assessments and other charges and expenses, and will be entitled to receive all income relating to the Lands, until the Completion Date and the City will be responsible for all taxes, rates, assessments and other charges and expenses, and will be entitled to receive all income relating to the Lands, from and including the Completion Date. All adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Completion Date.
- 15. The City will, in addition to the Purchase Price, pay and be responsible for the GST payable in respect of this purchase and sale transaction in accordance with the Excise Tax Act (Canada). If the City is registered for GST purposes on the Completion Date, it may self-assess and will account directly to Canada Revenue Agency therefor, provided that the City delivers to the Owner a GST certificate confirming the City's GST registration number and the City's registered status, as provided in Section 18 hereof.
- 16. The City will prepare, to the extent that preparation is required, and deliver to the Owner or its solicitor or notary public, at least three (3) days prior to the Completion Date, the following closing documents:
  - (a) a registrable Form A Freehold Transfer respecting the Lands transferring fee simple title to the City (the "**Transfer**");
  - (b) a statutory declaration of an authorized officer of the Owner that the Owner is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (c) a vendor's statement of adjustments; and
  - (d) any other documents, acts, things or assurances as may be necessary, in the opinion of the City, acting reasonably, in order to complete the purchase and sale of the Lands in accordance with this Agreement.
- 17. On or before the Completion Date, the Owner will deliver or cause its solicitor or notary public to deliver to the City the closing documents set out in Section 16 hereof, duly executed by the Owner.

18. On or before the Completion Date, the City will duly execute and deliver to the Owner or its solicitors a GST certificate in form satisfactory to the Owner's and City's respective solicitors, acting reasonably.
19. The conveyance of the Lands by the Owner to the City will be completed in accordance with the following procedure:
  - (a) after receipt of the documents referred to in Section 16 hereof, the City will submit for registration the Transfer in the Land Title Office on the Completion Date; and
  - (b) forthwith following the submission referred to in Section 19(a) hereof and upon the City being satisfied after receiving a post-filing index search indicating that, in the normal course of Land Title Office routine, title to the Lands shall be issued in the name of the City, free and clear of all liens, claims, charges, encumbrances and rights of occupancy, other than the Permitted Encumbrances, and any encumbrances being discharged on the basis of undertakings acceptable to the Owner's solicitor or notary public and the City, each acting reasonably, the City will deliver to the Owner or its solicitor or notary public a cheque for the Purchase Price, adjusted pursuant to Section 14 hereof.
20. The Owner shall be entitled to repay any financial encumbrances that are being discharged on the basis of undertakings from the sale proceeds and to obtain and register a discharge of those encumbrances within a reasonable time after the Completion Date.
21. All requirements in connection with the conveyance of the Lands are deemed to be concurrent requirements and it is specifically agreed that nothing will be completed on the Completion Date until everything required to be done on the Completion Date has been paid, executed and delivered.
22. The City will have vacant possession of the Lands immediately upon completion of the purchase and sale of the Lands.
23. The Lands shall be at the risk of the Owner until completion of the purchase and sale of the Lands and at the risk of the City thereafter.
24. If the Lands are further subdivided, then this Agreement and the Option herein granted will continue to run with and bind the subdivided parcel or parcels thereof as if each such subdivided parcel or parcels were the original Lands contemplated herein.
25. Time shall be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates under this Agreement.



26. If the date for delivering any demand or notice or performing any act pursuant to this Agreement, including, without limitation, delivering notice to exercise the Option and completing the purchase and sale of the Lands, occurs on a day that is not a Business Day, then such date will be deemed to be extended to the next following Business Day.
27. All notices, documents or communications required or permitted to be given under this Agreement must be in writing and be delivered by hand, courier, email or facsimile to the party to whom it is to be given as follows:
- (a) to the Owner at the address of the Owner, or its successor in title, as set forth in the Certificate of Title for the Lands; and
  - (b) to the City at:

City of Coquitlam  
 3000 Guildford Way  
 Coquitlam, BC V3B 7N2  
**ATTENTION: Manager Real Estate**  
 Email: [jbarton@coquitlam.ca](mailto:jbarton@coquitlam.ca)  
 Fax: (604) 927-3015

with a copy to:

City Solicitor  
 3000 Guildford Way  
 Coquitlam, B.C. V3B 7N2  
**ATTENTION: City Solicitor**  
 Email: [sjames@coquitlam.ca](mailto:sjames@coquitlam.ca)  
 Fax: (604) 927-3445

or at such other address as either party may specify in writing to the other. Any such notice delivered to a party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then such notice will be deemed to have been given or made and received on the next Business Day. Any such notice transmitted by telecopy, email or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if such notice is transmitted on a day that is not a Business Day or after 5:00 p.m. (Pacific Standard Time), that notice will be deemed to have been given or made and received on the next Business Day. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the third Business Day after the day of mailing thereof. In the event of any disruption of mail services, all notice will be delivered or sent by telecopy or email rather than mailed

28. The Owner agrees that it has read and understands the terms and conditions of this Agreement and that it has had the opportunity to seek, and was not prevented or discouraged by the City from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.
29. This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
30. This Agreement and the agreements, instruments and other documents entered into under this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms conditions, representations or collateral agreements, express or implied, other than those contained in this Agreement.
31. Each party will pay its own legal fees. The City will be responsible for all registration fees and property transfer tax payable in connection with the registration of the Transfer and the Owner will be responsible for all fees, costs and expenses related to the discharge of encumbrances that are not Permitted Encumbrances.
32. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver or its solicitor.
33. The tender of money shall be made by cheque, bank draft or solicitor's or notary's trust cheque and tender of money or documents may be made upon the respective solicitor or notary public for the parties.
34. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws in force in British Columbia and the laws of Canada applicable therein.
35. The parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents as may be necessary for the purpose of giving effect to the intent of this Agreement.

36. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns, as applicable.
37. The parties agree that the representations, warranties, covenants and agreements set out in this Agreement shall survive the Completion Date and shall not merge in transfer of title to the Lands to the City.
38. This Agreement may be executed by the parties in counterpart and delivered by facsimile or other functionally equivalent electronic means of transmission and, if so executed and delivered, those counterparts will together constitute one and the same instrument and this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement by executing the “Form C – General Instrument – Part 1” or “Form D – Executions Continued” attached hereto and forming part of this Agreement.

## APPENDIX A

### PERMITTED ENCUMBRANCES

**“Permitted Encumbrances”** means, collectively:

- (a) all statutory exceptions and reservation to title, including those set out in Sections 23 and 108 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and Sections 50 and 55 to 58, inclusive, of the *Land Act*, R.S.B.C. 1996, c. 245;
- (b) registered or pending restrictive covenants, rights-of-way, and any other charges in favour of utilities and public authorities;
- (c) the Option to Purchase and any Notice of Interest, *Builders Lien Act*, filed by or on behalf of the Vendor in respect of its interest under the Option to Purchase; and
- (d) [◇].

**[NOTE: “Permitted Encumbrances” to be updated to reflect the permitted encumbrances for the particular Property.]**

# **Appendix G**

**Title Searches for each of the 3 Lots  
(As of August 15, 2020)**

**TITLE SEARCH PRINT**

2020-08-10, 10:58:42

File Reference: lot A

Requestor: Jeff Burton - Lands

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	CA7918325 CA6630611 CA6630612
<b>Application Received</b>	2019-12-09
<b>Application Entered</b>	2019-12-20
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	CITY OF COQUITLAM 3000 GUILFORD WAY COQUITLAM, BC V3B 7N2
<b>Taxation Authority</b>	Coquitlam, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	030-980-551 LOT A SECTION 13 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN EPP93168
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA445839, EXPIRES: N/A  SUBJECT TO PROVISOS SEE CROWN GRANT BK113251
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	UNDERSURFACE RIGHTS BK113265 1996-04-19 14:08 THE CROWN IN RIGHT OF BRITISH COLUMBIA INTER ALIA EXCEPTIONS AND RESERVATIONS LAND ACT SECTION 47 SEE BK113251 PART FORMERLY SOUTH 1/2 OF LEGAL SUBDIVISION 9

**TITLE SEARCH PRINT**

2020-08-10, 10:58:42

File Reference: lot A

Requestor: Jeff Burton - Lands

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB580138  
Registration Date and Time: 2007-09-25 15:18  
Registered Owner: CITY OF COQUITLAM  
Remarks: INTER ALIA  
PLAN BCP32725

Nature: COVENANT  
Registration Number: CA6630620  
Registration Date and Time: 2018-02-16 11:16  
Registered Owner: CITY OF COQUITLAM  
Remarks: INTER ALIA

Nature: EASEMENT  
Registration Number: CA7918330  
Registration Date and Time: 2019-12-09 15:13  
Remarks: PART IN PLAN EPP93169; APPURTENANT TO LOT B PLAN EPP93168

Nature: COVENANT  
Registration Number: CA7918331  
Registration Date and Time: 2019-12-09 15:13  
Registered Owner: CITY OF COQUITLAM  
Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**TITLE SEARCH PRINT**

2020-08-10, 11:01:29

File Reference: lot b

Requestor: Jeff Burton - Lands

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	CA7918326 CA6630611 CA6630612
<b>Application Received</b>	2019-12-09
<b>Application Entered</b>	2019-12-20
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	CITY OF COQUITLAM 3000 GUILFORD WAY COQUITLAM, BC V3B 7N2
<b>Taxation Authority</b>	Coquitlam, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	030-980-569 LOT B SECTION 13 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN EPP93168
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA445839, EXPIRES: N/A  SUBJECT TO PROVISOS SEE CROWN GRANT BK113251  HERETO IS ANNEXED EASEMENT CA7918330 OVER THAT PART OF LOT A PLAN EPP93168 SHOWN ON PLAN EPP93169



**TITLE SEARCH PRINT**

File Reference: lot b

2020-08-10, 11:01:29

Requestor: Jeff Burton - Lands

**Charges, Liens and Interests**

Nature:	UNDERSURFACE RIGHTS
Registration Number:	BK113265
Registration Date and Time:	1996-04-19 14:08
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA EXCEPTIONS AND RESERVATIONS LAND ACT SECTION 47 SEE BK113251 PART FORMERLY SOUTH 1/2 OF LEGAL SUBDIVISION 9

Nature:	COVENANT
Registration Number:	CA6630620
Registration Date and Time:	2018-02-16 11:16
Registered Owner:	CITY OF COQUITLAM
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA7918331
Registration Date and Time:	2019-12-09 15:13
Registered Owner:	CITY OF COQUITLAM
Remarks:	INTER ALIA

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
------------------	------

<b>Pending Applications</b>	NONE
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**TITLE SEARCH PRINT**

File Reference: 1457 Nanton

2020-08-10, 11:04:17

Requestor: Jeff Burton - Lands

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	CA6630613 BB580096
<b>Application Received</b>	2018-02-16
<b>Application Entered</b>	2018-02-27
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	CITY OF COQUITLAM 3000 GUILFORD WAY COQUITLAM, BC V3B 7N2
<b>Taxation Authority</b>	Coquitlam, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	030-370-574 LOT 3 SECTION 13 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN EPP64460
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA445839, EXPIRES: N/A  SUBJECT TO PROVISOS SEE CROWN GRANT BK113251
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	UNDERSURFACE RIGHTS BK113265 1996-04-19 14:08 THE CROWN IN RIGHT OF BRITISH COLUMBIA INTER ALIA EXCEPTIONS AND RESERVATIONS LAND ACT SECTION 47 SEE BK113251 PART FORMERLY SOUTH 1/2 OF LEGAL SUBDIVISION 9

**TITLE SEARCH PRINT**

File Reference: 1457 Nanton

2020-08-10, 11:04:17

Requestor: Jeff Burton - Lands

Nature:	COVENANT
Registration Number:	CA6630620
Registration Date and Time:	2018-02-16 11:16
Registered Owner:	CITY OF COQUITLAM
Remarks:	INTER ALIA

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
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# **Appendix H**

## **Charges common to all Lots:**

- **BA445839 Permit Local Government Act**
- **BK113265 Undersurface Rights, Crown**
- **CA6630620 Covenant (Building Design Restrictions)**

14 NOV 2006 11:55

BA445839

LAND TITLE ACT  
FORM 17  
(Sections 154, 155(1), 241)  
APPLICATION

14 OF.  
\$ 21.50

NOTE: Before submitting this application for interests under (1) and (2) applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

## NATURE OF INTEREST:

MARKET VALUE: \$

(1) FEE SIMPLE



P.I.D.: 015-395-901/006-193-528/014-342-308

18 06/11/14 14:54:47 02 LM  
DOC FILE

743288  
\$21.50

(2) CHARGE



TRUE VALUE:

NATURE OF CHARGE: Notice of Permit

(3) CANCELLATION OF CHARGE



NATURE OF CHARGE:  
NUMBER OF CHARGE:

HEREWITH FEES OF: \$ 21.50

As to (1) and (2) NAME, OCCUPATION AND ADDRESS of person entitled to be registered as owner if different than shown in instrument:

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:  
(PID) (Legal Description)

015-395-905 The south half of legal subdivision 9 of Section 13, Township 39, Except part subdivided by plan 45412, New Westminster District  
006-193-528 Lot 7, Section 13, Township 39, New Westminster District Plan 47740  
014-342-308 Lot 4, Section 13, Township 39, New Westminster District Plan 14121

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

SUZIE CULPO, Agent, City of Coquitlam  
3000 Guildford Way  
Coquitlam, B.C., V3B 7N2  
Tel: 927-3090

Signature of Applicant or Officer or Authorized Agent

DYE & DURHAM  
CLIENT No. 11061

①

05 006714 DP  
3305 Highland Drive,  
1456 Coast Meridian Road  
1444 Coast Meridian Road (Parcel D10 and D11)

LOCAL GOVERNMENT ACT (PART 26)  
**NOTICE OF PERMIT**

TO: Registrar of Title  
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

- (a) Type of Permit Development Permit
- (b) Statutory Authority Part 26 of the Local Government Act, R.S.B.C. 1996 c. 323

Legal Description of Land Affected: City of Coquitlam

- 1) S1/2 of LS 9, Section 13, Township 39, Except part subdivided by Plan 45412, NWD;  
PID# 015-395-901;
- 2) Lot 7, Section 13, Township 39, NWD, Plan 47740; PID#006-193-528;
- 3) Lot 4, Section 13, Township 39, NWD, Plan 14121; PID# 014-342-308.

Issue Date April 3, 2006

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 11/9/06

NAME OF MUNICIPALITY:  
CITY OF COQUITLAM  
by

  
Clerk/Administrator

**Sonia Santarossa**  
**City Clerk**

11 Fees  
11 Charges  
114 07  
BK113251

36 APR 19 14 08  
LAND TITLE OFFICE  
REGISTER/

BK113272

LAND TITLE OFFICE  
REGISTER/

File No.: 0361808

No. 4424  
1315

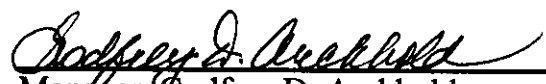


Province of British Columbia

CROWN GRANT

04/19/96 H3828d FEE FREE .00  
04/19/96 H3828d CHG FREE .00

LAND ACT  
and  
MINISTRY OF LANDS, PARKS AND HOUSING ACT

  
Manager, Godfrey D. Archbold  
Surveyor General Branch  
Ministry of Environment, Lands and Parks

THIS GRANT dated the 18th day of January , 1996.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA

(herein called the "Grantor")

AND: AMON LANDS LTD. (Incorporation No. 83866)  
100-1150 Jervis Street  
Vancouver, British Columbia  
V6E 2C8

(herein called the "Grantee")

WITNESSES that in consideration of the sum of \$1.00 of lawful money of Canada and other good and valuable considerations now paid by the Grantee to the Grantor (the receipt of which the Grantor acknowledges) the Grantor grants to the Grantee, in fee simple, the parcel of land and premises situate in the Coquitlam Assessment Area in the Province of British Columbia, described as follows:

- BK113251, 07 N7340E

Legal Subdivision 10, Section 13, Township 39, West of the Coast Meridian,  
New Westminster District 15-390-616
- BK113251, 03 N7346E

Lot 7 of Section 13, Township 39, West of the Coast Meridian, New Westminster District,  
Plan 47740 6-193-528
- BK113251, 04 N70045E

Lot 4 of Section 13, Township 39, West of the Coast Meridian, New Westminster District,  
Plan 14121 14-342-308

19-12-14 65 N7351E  
South 1/2, Legal Subdivision 9, Section 13, Township 39, West of the Coast Meridian,  
New Westminster District, except Plan 45412 15.395 901

L1048E  
Parcel A (481599E) Legal Subdivision 11, Section 18, Township 40, East of the Coast Meridian,  
New Westminster District 14.363 933

L1049E  
Legal Subdivision 14, Section 18, Township 40, East of the Coast Meridian,  
New Westminster District, except: Firstly: Part lying South of 0.564 acre portion on  
Statutory Right of Way Plan 15079, Secondly: Portions outline red on Statutory Right of Way  
Plan 15079, New Westminster District 14.363 925

L55450E  
Lot 4 of Section 18, Township 40, East of the Coast Meridian and District Lot 3233, Group 1,  
New Westminster District, Plan 45262 8.031 746

L60471E  
Lot 1 of Section 18, Township 40, East of the Coast Meridian, New Westminster District,  
Plan 34286 6.990 401

K11866E  
Lot 3 of Section 18, Township 40, East of the Coast Meridian, New Westminster District,  
Plan 34286, except Plan 46521 6.990 495

Parcel A (H134332E), Lot 3, Section 18, Township 40, East of the Coast Meridian,  
New Westminster District, Plan 8837 14.071 703

L52417E  
Legal Subdivision 6 of Section 18, Township 40, East of the Coast Meridian,  
New Westminster District, except Plans: 33451, 43974, 47292, and 65670  
15.569 233

PROVIDED THAT the estate herein granted is subject to:


- (a) any conditional or final water licence or substituted water licence issued or given under the *Water Act*, 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 licence at the date of this grant;
- (b) all subsisting grants to, or subsisting rights of any person made or acquired under the *Mineral Tenure Act*, *Coal Act* or *Petroleum and Natural Gas Act* or under any prior or subsequent enactment of the Province of British Columbia of like effect;

EXCEPTING AND RESERVING, nevertheless to the Grantor, its successors and assigns the exceptions and reservations of the interests, rights, privileges and titles referred to in Section 47 of the *Land Act*.

AND in this instrument, unless the context otherwise requires,

- (a) the singular includes the plural and the masculine includes the feminine gender and a corporation; and
- (b) all Acts referred to are statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Minister of Environment, Lands and Parks, in pursuance of Section 105 of the *Land Act*, and in the name and on behalf of Her Majesty the Queen in Right of the Province of British Columbia has caused his seal of office to be affixed hereto and attested by his authorized representative, the 29<sup>th</sup> day of January, 1996.

  
Authorized Signatory - Patrick Ringwood  
or - Greg Roberts



## NEW WESTMINSTER LAND TITLE OFFICE

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**

Feb-16-2018 11:16:18.006

CA6630620

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

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

**Pamela Anne  
Johnson  
5GFTMZ**

Digitally signed by Pamela Anne  
Johnson 5GFTMZ  
DN: c=CA, cn=Pamela Anne Johnson  
5GFTMZ, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=5GFTMZ  
Date: 2018.02.16 11:13:00 -0800

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

**CITY OF COQUITLAM**  
**3000 GUILDFORD WAY**

Tel: 604-927-3000  
 1424 Coast Meridian Rd  
 Design Restrictions Covenant

COQUITLAM

BC V3B 7N2

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]**SEE SCHEDULE**STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Covenant**

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

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

**CITY OF COQUITLAM**

3000 GUILDFORD WAY

COQUITLAM

BRITISH COLUMBIA

V3B 7N2

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Sean O'Melinn

Commissioner for Taking Affidavits in British Columbia

Legislative Services Manager

City of Coquitlam

3000 Guildford Way

Coquitlam, BC V3B 7N2

604-927-3016

Execution Date

Y M D

18 02 14

Transferor(s) Signature(s)

CITY OF COQUITLAM by its  
authorized signatories:

RICHARD STEWART - Mayor

JAY GILBERT - Clerk

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.

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 11 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

---

Sean O'Melinn

Commissioner for Taking Affidavits in British Columbia

Legislative Services Manager  
City of Coquitlam  
3000 Guildford Way  
Coquitlam, BC V3B 7N2  
604-927-3016

Y	M	D
18	02	14

CITY OF COQUITLAM by its authorized  
signatories:

---

RICHARD STEWART - Mayor

---

JAY GILBERT - Clerk**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.

FORM\_E\_V24

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 11 PAGES

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP64460**STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

**NO PID NMBR LOT 1 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460****NO PID NMBR LOT 2 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460****NO PID NMBR LOT 3 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460****NO PID NMBR LOT 4 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460****NO PID NMBR LOT 5 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460****NO PID NMBR LOT 6 SECTION 13 TOWNSHIP 39 NEW WESTMINISTER DISTRICT PLAN EPP64460**

**PART 2 TERMS OF INSTRUMENT**  
**SECTION 219 COVENANT – DESIGN**

THIS AGREEMENT dated for reference the date of execution by the City on the Form C or D to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

**CITY OF COQUITLAM**, a municipal corporation incorporated pursuant to the *Local Government Act*, R.S.B.C. 2015, c.1, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “Owner”)

AND:

**CITY OF COQUITLAM**, a municipal corporation incorporated pursuant to the *Local Government Act*, R.S.B.C. 2015, c.1, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “City”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Coquitlam, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the “Lands”);
- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the “*Land Title Act*”), state that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality;
- C. The Owner wishes to develop the Lands and it is a condition of the City granting its approval for such development that the Owner enter into this Agreement with the City; and
- D. The Owner has agreed to grant this Section 219 Covenant against the Lands.

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of \$1.00 now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. The Owner covenants and agrees with the City that the Lands will only be developed and constructed upon in accordance with the schedule of restrictions attached as Schedule A to this Agreement.
2. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.
3. The Owner may apply to the City for a discharge of this Section 219 Covenant upon issuance of an occupancy permit by the City to the Owner for the Home (as defined in Schedule A of this Agreement).
4. The Owner covenants and agrees with the City that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
  - a. the Owner shall rectify such default within 30 days' of receipt of written notice thereof by the City;
  - b. if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
  - c. if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
  - d. the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum.
5. The Owner hereby agrees to indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the "**City Personnel**") from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of

action which the City and the City Personnel, or any of them, may suffer, incur, or be put arising, whether directly or indirectly, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement.

6. Notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreement as provided in the terms of this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel will be liable for anything done or not done pursuant to or associated with any provision of this Agreement or anything contemplated hereby and the Owner hereby releases the City and the City Personnel from any and against all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner arising from the granting or existence of this Agreement, or any default of the Owner under or in respect of this Agreement.
7. Notwithstanding anything contained herein, the Owner covenants and agrees that this Section 7 and Sections 4, 5 and 6 hereof shall survive termination or release of this Agreement.
8. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
  - a. the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
  - b. mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.
9. The City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and

deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.

10. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and that this Agreement may only be modified or discharged by agreement of the City, pursuant to the provisions of the *Land Title Act*.
11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
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. Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors and assigns of such party wherever the context so requires or the parties so require.
14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
15. Time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other.
16. If the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several.
17. This Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supersede all prior agreements or understandings about such matters.

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

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.



## SCHEDULE A

### SCHEDULE OF RESTRICTIONS

1. The Owner will not commence nor carry out any improvements of any sort on the Lands, including, without limitation, any:
  - a) excavation or removal of any fill or ground cover;
  - b) application for development approval or a building permit;
  - c) construction of any building or other improvements of whatsoever nature; or
  - d) landscape treatment

(collectively referred to in this Schedule A as “**Improvements**” and individually referred to in this Schedule A as an “**Improvement**”) on the Lands without obtaining from the City of Coquitlam (the “**City**”) prior written approval thereof.
2. Construction of any Improvements on the Lands including the residential home to be constructed on the Lands (the “**Home**”), once commenced, will not be discontinued for any reason until completed in accordance with the plans approved by the City, subject only to bona fide interruption by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials, enemy or hostile action, civil commotion, fire or similar casualty and provided that all steps reasonably available to minimize the effect of such occurrences are taken and construction is not suspended beyond the period reasonably required by any of such occurrences.
3. No Improvements may be constructed on the Lands unless the building and site designs for such Improvements comply with the City’s “Burke Mountain Architectural, Landscape & Development Guidelines” (the “**Guidelines**”) and the following guidelines:
  - a) Any elevation of the Home that is visible from flanking or rear streets must be constructed using the same design and materials as the front of the Home;
  - b) The main colours to be used for the Home must be tones that are natural and neutral in hue;
  - c) Secondary colours that are used for trim, shutters and doors for the Home must complement the main Home colour;
  - d) For exterior cladding, only the following materials may be used: horizontal cedar siding, cedar shake/shingle, wood ‘board & batten’, HardiePlank, or standard-sized brick; provided however, that vinyl siding may be used on the sides and rear of the Home if the side or rear in question is not immediately adjacent to a lane or street;

- e) Where brick is used as an accent material, the colour of the brick must complement the Home style and colour scheme and standard- or metric-sized bricks must be used;
- f) Where stone is used as an accent material, the colour of the stone must complement the Home style and colour scheme and flat or block stone must be used;
- g) Where brick or stone is used as an accent material, it must:
  - (I) turn the corner of the façade onto the side elevation by at least 1.2 metres or meet the chimney or other vertical elements when applied at less than full wall height; or
  - (II) turn the corner of the façade onto the side elevation by at least 0.6 metres when applied at full wall height;
- h) Acceptable roofing materials are architectural asphalt shingles, concrete, and cedar. Flashings must be painted to match the roof colour;
- i) Front porches or verandas must have a minimum useable inside depth of 1.2 metres and minimum useable inside width of 2.5 metres;
- j) A minimum of 100 millimetre of trim is required around street or lane facing windows and doors, except where the use of such trim would interfere with the application of other elements such as shutters or plant ledges;
- k) Front doors must have raised panels of solid construction, painted to match trims or to complement other finishes on the Home;
- l) Chimneys must be finished with brick or stone, excluding river rock, cinder block or jumbo brick;
- m) Chimneys external to the façade of the Home and visible from the front street must meet the ground;
- n) The upper fascia must have a minimum width of 200 millimetres and the lower fascia must have a minimum width of 250 millimetres;
- o) Continuous wide profile extruded fascia are permitted only if they are used in conjunction with fascia boards and are painted to match the colour of the fascia board;
- p) If the Home has an attached front garage, the garage doors must be recessed a minimum of 250 millimetres from the front wall and must be stained/painted in one or two colours complementary to the siding or trim colour or in a natural stain if the stain matches the stain of the front door to the Home;

- q) The Home must be designed to have similar roof and wall elements facing both adjacent streets;
- r) Ornamental and recessed lighting, including at the front entry and attached front garage (if applicable), must be incorporated into the front elevation;
- s) No ducting leading to electrical and metal vents may be visible from the outside of the Home;
- t) The furnace "B" vent is to be located either on the rear roof slopes or elsewhere where it is least visible to public view;
- u) Where the "A" or "B" vents are visible from the street, they must be finished with a non-glare finish;
- v) All metal vents must be painted to match the siding or trim of the Home;
- w) Where retaining walls are necessary in front yards, side yards, or adjacent to roadways, they are to be constructed using natural stone, landscape stacking concrete blocks (excluding oversized lock blocks), smooth finish concrete, or textured concrete;
- x) Landscape ties are only permitted in side or rear yards that are not visible from a street, and creosote timber ties are not permitted to be used in the construction of retaining walls;
- y) the maximum height of retaining walls and retaining wall design must comply with current municipal regulations; and
- z) Where visible from the front or flanking lots, gas metres and direct vents from fireplaces must be concealed with landscaping,

provided that in the event that one of the foregoing guidelines is inconsistent, or in conflict, with the Guidelines, the applicable provision of the Guidelines shall prevail to the extent of such conflict or inconsistency.

--- END OF DOCUMENT ---

# **Appendix I**

## **1454 Nanton Street Charges (Lot A)**

- **BB580138 Statutory Right of Way**
  - **CA7918330 Easement**
  - **CA7918331 Covenant**

25 SEP 2007 15 18

BB580138

LAND TITLE ACT  
FORM C

(Section 233)

Province of British Columbia

## GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

PAGE 1 of 7 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
*David Fennih*  
 Amanda Peterson, CLARK WILSON LLP, Barristers & Solicitors, 800 – 885 West Georgia Street, Vancouver, B.C., V6C 3H1, Phone: (604)687-5700; LTO Client No. 10153; File No. 25952-0031  
*David Fennih*  
 signature of applicant, applicant's solicitor or agent
2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
 (PID) (LEGAL DESCRIPTION)  
 NO PID LOT 90 SEC 13 TP 39 NWD PLAN BCP 32720
3. NATURE OF INTEREST: \*  
 DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST  
 (page and paragraph)  
 Statutory Right of Way *Transfer Part on Plan BCP 32725* Entire Instrument Transferee
4. TERMS: Part 2 of this instrument consists of (select only one)  
 (a) Filed Standard Charge Terms ☐ D.F. No.  
 (b) Express Charge Terms ☒ Annexed as Part 2  
 (c) Release ☐ There is no Part 2 of this instrument  
 A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.
5. TRANSFEROR(S): \*  
 CITY OF COQUITLAM, a Municipal Corporation, 3000 Guildford Way, Coquitlam, B.C. V3B 7N2
6. TRANSFEREE(S): (including postal address(es) and postal code(s)) \*  
 CITY OF COQUITLAM, a Municipal Corporation, 3000 Guildford Way, Coquitlam, B.C. V3B 7N2
7. ADDITIONAL OR MODIFIED TERMS: \*  
 N/A
8. EXECUTION(S): \*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

SH 07/09/25 15:15:51 02 LM 801501  
CHARGE \$65.65

Officer Signature(s)  
*Lauren Hewson*  
 Lauren Hewson, Deputy Clerk  
 City of Coquitlam  
 3000 Guildford Way  
 Coquitlam, B.C., V3B 7N2  
 Tel: (604) 927-3011  
 A Commissioner for taking Affidavits  
 within British Columbia

(as to the Clerk's signature)

Execution Date		
Y	M	D
07	08	31

Party(ies) Signature(s)  
 CITY OF COQUITLAM by its  
 authorized signatories  
*Maxine Wilson*  
 MAXINE WILSON -- MAYOR  
*Sonia Santarossa*  
 SONIA SANTAROSSA -- CLERK

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.

\*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E. \*\*If space insufficient, continue executions on additional page(s) in Form D.

**TERMS OF INSTRUMENT - PART 2****STATUTORY RIGHT OF WAY (Utilities)**

THIS AGREEMENT is dated for reference July 15, 2007.

BETWEEN:

**CITY OF COQUITLAM**, a Municipal Corporation,  
3000 Guildford Way, Coquitlam, B.C., V3B 7N2

(the "Grantor")

OF THE FIRST PART

AND:

**CITY OF COQUITLAM**, a Municipal Corporation,  
3000 Guildford Way, Coquitlam, B.C., V3B 7N2

(the "City")

OF THE SECOND PART

A. the Grantor is the registered owner of all and singular that certain parcel of land situate in the Municipality of Coquitlam, in the Province of British Columbia, described in the Forms C attached hereto (the "Lands");

B. Section 218 of the Land Title Act, R.S.B.C. 1996, c. 250 as amended 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, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;

C. the City requires and the Grantor has agreed to grant to the City a statutory right of way as herein provided for;

D. this statutory right of way is necessary for the operation and maintenance of the City's undertaking;

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt of which from the City is hereby acknowledged by the Grantor, the parties agree as follows:

**1. RIGHT OF WAY**

The Grantor grants in perpetuity to the City the full, free and uninterrupted right, licence, liberty, easement and right of way, at all times to:

- (a) enter over, upon, under and through that portion of the Lands which is shown outlined on plan No. BCP 32725 a copy of which is attached to this Agreement as Schedule A (the "Right of Way Area"), in order to
- (i) conduct services and examinations,
  - (ii) dig up and remove soil, and
  - (iii) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect and replace, utility and telecommunication conduits and fibre, watermain, culverts, sewers, drains, ditches, retaining walls, wing walls, manholes, pipes, conduits, inspection chambers, or any of them, together with all ancillary attachments and fittings

(all of which are collectively called the "Works"),

for the purpose of providing to the City and its employees, servants and agents at all times by night and day and at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area for the purpose of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electrical energy, communication services, or any of them;

- (b) carry onto the Right of Way Area all materials and equipment required for any of the foregoing purposes;
- (c) remove from the Right of Way Area and all parts thereof anything which in the opinion of the City constitutes an obstruction to carrying out the Works; and
- (d) do all acts which in the opinion of the City are incidental to the foregoing.

## **2. GRANTOR'S COVENANTS**

The Grantor will:

- (a) not do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Works or any part thereof;
- (b) not excavate, drill, install, erect, maintain, or permit to be excavated, drilled, installed, erected or maintained, any obstruction, pit, well, foundation, materials, embankment, fill, pavement, buildings, or other structures, or improvements, upon, over, under or through the Right of Way Area without first obtaining the written consent of the City which consent is within the City's sole discretion;
- (c) execute all further documents and things whatsoever for the better assuring unto the City of the Right of Way Area hereby granted;
- (d) permit the City to peaceably hold and enjoy the rights hereby granted; and

- (e) trim or, if necessary, cut down any tree or hedge on the Lands which in the opinion of the City constitutes or may constitute a danger to the Works or any part thereof.

### **3. CITY'S COVENANTS**

The City will:

- (a) carry out the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Lands or any improvement on the Lands;
- (b) not bury, without the prior written consent of the Grantor, debris or rubbish in excavations or backfill;
- (c) remove shoring and like temporary structures as backfilling proceeds;
- (d) rake up all rubbish and construction debris in order to leave the Right of Way Area in a reasonably neat and clean condition;
- (e) insofar as it is practical, in the opinion of the City, carry out the Works so as not to interfere with the drainage of the Lands; and
- (f) not be unreasonable in its opinions herein.

### **4. RELEASE**

The Grantor does hereby release and forever discharge the City from and against all manner of actions, suits and demands whatsoever at law or at equity save and except for negligence which the Grantor may at any time have by reason of the carrying out of the Works and the exercise by the City of its rights as set out in this Agreement.

### **5. RESERVATION OF POWERS OF EXPROPRIATION**

Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

### **6. FENDER AND NUMBER**

Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require.

### **7. CHARGE ON LAND**

Covenants contained in this Agreement run with the Lands and, upon registration, this Agreement constitutes a charge on the Lands in favour of the City.



**8. PROPERTY IN WORKS**

Notwithstanding any rules of law or equity to the contrary, the Works and all other equipment and appurtenances brought on to, erected upon or over, or buried in or under the Right of Way Area by the City will at all times remain the property of the City, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the City.

**9. ENUREMENT**

This Agreement will enure to the benefit of and be binding upon the parties to this Agreement notwithstanding any rule of law or equity to the contrary.

**10. 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.

**11. WAIVER**

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

**12. GOVERNING LAW**

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

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

**EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OF PORTIONS OF LOTS 90 AND 112,  
OF SECTION 13, TOWNSHIP 39, NEW WESTMINSTER DISTRICT, PLAN BCP 32720**

Municipality of Coquitlam BCGS 92G.036  
Pursuant to Section 99(1)(e), Land Title Act, for Storm and Sanitary Sewer Purposes

GRAPHIC SCALE - METRES  
1 : 400

All distances are in metres

Integrated Survey Area No. 14, Coquitlam, B.C. NAD83(CSRS)

Grid bearings are derived from Plan BCP \_\_\_\_\_  
m2 square metres

PLAN BCP

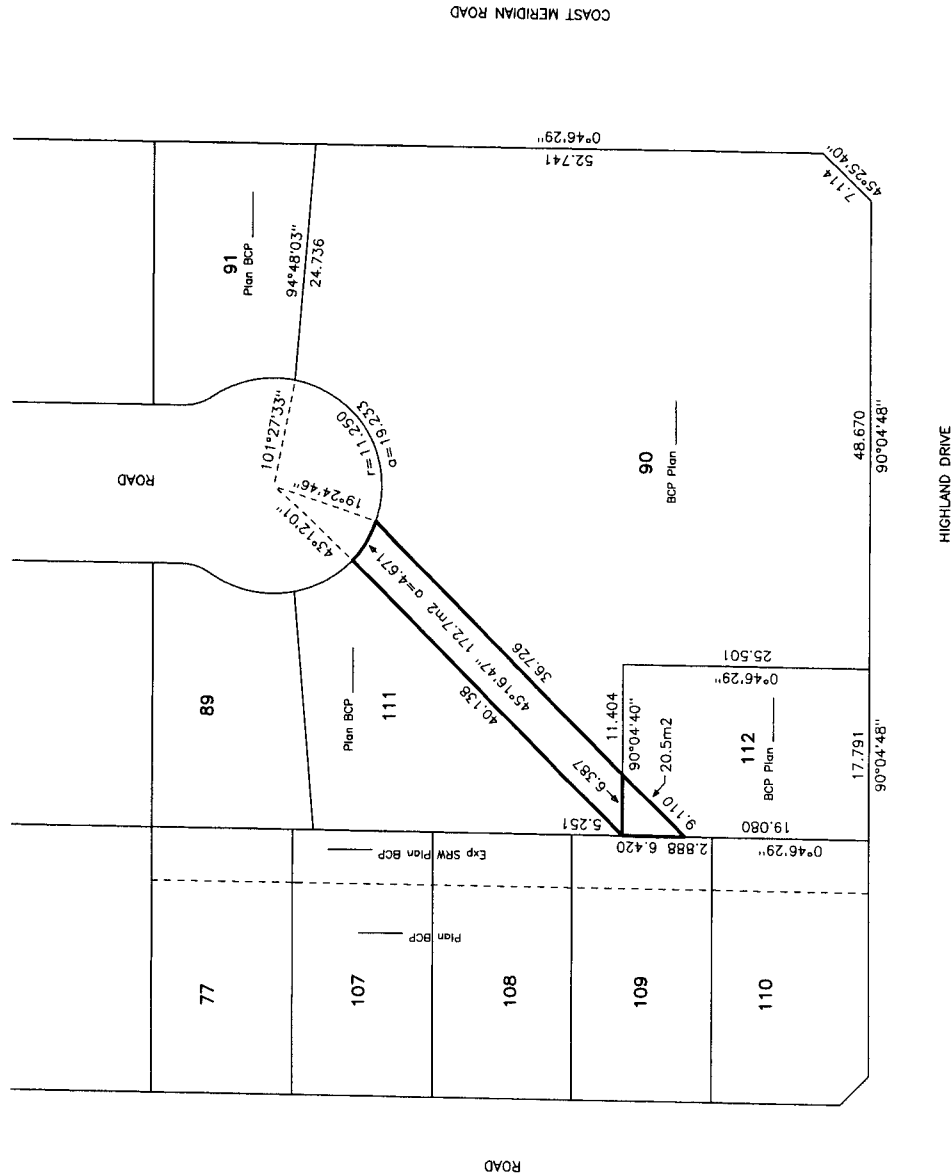
32725

Deposited in the Land Title Office at  
New Westminster, B.C. this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

Registrar

Ref. No. \_\_\_\_\_

**Schedule "A"**



BOOK OF REFERENCE		
LOT	AREA (m2)	
90	172.7	
112	20.5	

This plan lies within the Greater  
Vancouver Regional District.

This plan was completed and checked, and the  
checklist filed under # 65708, on the 7th  
day of June \_\_\_\_\_ and is hereby certified  
correct in accordance with Land Title Office records.

D.G. Huxley, B.C.L.S.  
File: 04-Burke-010-RW4.PL BurkeMtn.CRD

D.G. Huxley  
B.C. Land Surveyor  
Abbotsford, B.C.  
Phone: 604-308-1353  
Fax: 604-864-4935

END OF DOCUMENT

**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE OF PAGES

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

Deduct LTSA Fees? Yes

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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4. **TERMS:** Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No. \_\_\_\_\_ (b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

---

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

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

**Execution Date**

Transferor(s) Signature(s)

Execution Date		
Y	M	D

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.

**EXECUTIONS CONTINUED****Execution Date**

Transferor / Borrower / Party Signature(s)

[illegible]

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

LAND TITLE ACT  
FORM E

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE		PAGE	OF	PAGES
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

LAND TITLE ACT  
FORM E

SCHEDULE

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

## TERMS OF INSTRUMENT - PART 2

### EASEMENT AND SECTION 219 COVENANT (UTILITIES)

**THIS AGREEMENT** dated for reference the date of execution by the City on the Form C or D to which this Agreement is attached and which forms part of this Agreement

#### AMONG:

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Grantor**”)

#### AND:

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Grantee**”, and collectively with the Grantor, the “**Owners**”, and each,  
an “**Owner**”)

#### AND:

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

#### WHEREAS:

- A. The Grantor and the Grantee are the registered owners in fee simple of those parcels of land described in Schedule A hereto as the Servient Tenement and the Dominant Tenement, as applicable;
- B. The Grantor has agreed to grant to the Grantee an easement over that portion of the Servient Tenement shown dark outlined (the “**Easement Area**”) on an Explanatory Plan of Easement filed under Plan EPP93169, a reduced copy of which is attached hereto as Schedule B; and
- C. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “**Land Title Act**”), provides that a covenant, in favour of a municipality, may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and



- D. The Owners have agreed to grant the City the within covenant pursuant to Section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants contained herein and **\$1.00** now paid by the Grantee to the Grantor and by the City to each of the Grantor and the Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

## 1. Interpretation

In this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a) the headings herein are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof;
- b) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- c) a reference to an entity includes any successor to that entity;
- d) words importing the masculine gender include the feminine or neuter, words in the singular include plural, words importing a corporate entity include individuals, and vice versa; and
- e) a reference to “approval”, “authorization” or “consent” means written approval, authorization or consent.

## 2. Grant

The Grantor hereby gives and grants to the Grantee, its servants, agents, employees, lessees, licensees, customers, contractors and subcontractors, and those who contract with the aforesaid, an easement in common with the Grantor and its servants, agents employees, lessees, licensees, customers, contractors and subcontractors and those who contract with the aforesaid, the full, free and unrestricted right and liberty:

- a) to enter under or on, go across, pass over, return over and repass over the Easement Area with or without vehicles, equipment, machinery or on foot at all times by day and night, at its will and pleasure, for the purposes described in subsection 2 (b);
- b) to make surveys, tests and examinations on the Easement Area, and to excavate the soil thereof and to construct, install, lay down, place and maintain utility and telecommunication conduits and fibre, watermains,

culverts, sewers, drains, ditches, retaining walls, wing walls, pipes, conduits, or any of them, together with ancillary appliances and fittings (collectively the “**Works**”) for the purposes of conveying, draining, disposing, transmitting, transporting, containing, controlling, protecting or metering gas, water, sanitary sewage, storm sewage, liquid waste, electrical energy, communication service or any of them in, under and through the Easement Area as the Grantee may require or may deem expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be deemed necessary and expedient by the Grantee;

- c) at the option of the Grantee, to connect any Works it has constructed on the Dominant Tenement to any Works constructed on the Easement Area for the purposes described in subsection 2 (b) above;
- d) to enter on the Easement Area to repair, replace, reconstruct or upgrade any Works constructed thereon provided that all costs, charges and expenses incurred by the Grantee in connection therewith will, if such Works were constructed by the Grantee, be borne by the Grantee and otherwise the same will be borne by the Grantor; and
- e) generally to do all acts necessary or incidental to or in connection with the foregoing.

### 3. Grantee Covenants and Agreements

The Grantee covenants and agrees with the Grantor that it will:

- a) not do or knowingly permit to be done any act or thing which will interfere with or injure the Servient Tenement and in exercising its rights hereunder, do so in strict compliance in every respect with all applicable laws and regulations in force from time to time and in a manner to cause no unnecessary damage or disturbance thereto;
- b) not use the Easement Area for any purpose other than those herein specifically set out;
- c) not bury debris or rubbish in excavations or backfill within the Easement Area;
- d) remove shoring and like temporary structures as backfilling proceeds within the Easement Area;
- e) repair any damage it causes to any improvements on the Servient Tenement and rake up any rubbish or construction debris in order to leave the Servient Tenement in a reasonably neat and clean condition;
- f) deliver to the Grantor, on demand, a site plan indicating the location of any Works it has constructed on the Easement Area; and

- g) in exercising its rights pursuant to Section 2 above, it will do so in accordance with the bylaws and other lawful requirements of the City and will exercise its rights at such times of the day and night as are reasonable given the nature of the development on the Servient Tenement.

#### 4. Grantor Covenants and Agreements

The Grantor covenants and agrees with the Grantee that it will:

- a) not do or permit to be done any act or thing within its control which will interfere with the exercise by the Grantee of its rights hereunder; and
- b) deliver to the Grantee, on demand, a site plan indicating the location of any Works it has constructed on the Easement Area.

#### 5. Term

The term of this Easement will not expire.

#### 6. Indemnity

The Grantee will indemnify and hold harmless the Grantor from and against any and all claims, demands, awards, actions, proceedings, damages, losses, costs and expenses which the Grantor may at any time incur or suffer as a result of:

- a) any injury to persons (including environmental and other injuries resulting in death) or loss of, or damage to, property of the Grantor or others which may be or alleged to be caused by or suffered as a result of the use, occupancy, enjoyment or possession of the Easement Area hereunder by the Grantee; and
- b) any liens, attachments, charges or other encumbrances or claims upon or in respect of the Easement Area arising from the use, occupancy, enjoyment or possession of the Easement Area by the Grantee.

#### 7. Land Interests

- a) The covenants contained in this Agreement (other than the covenants set out in Section 8) will be covenants running with the Servient Tenement.
- b) No part of the fee of the soil of the Servient Tenement will pass to or be vested in the Grantee.
- c) Nothing in this Agreement will be construed so as to prevent the Grantor from using the Servient Tenement in a manner which does not interfere with the exercise by the Grantee of its rights hereunder.

## 8. Section 219 Covenant

Each Owner hereby covenants, promises and agrees with the City (it being the intention of the parties hereto that the covenant herein contained will be annexed to the Servient Tenement and the Dominant Tenement (collectively, the “**Lands**”):

- a) that the Owner will not use or allow to be used the Lands for any purpose that would detract from or interfere with the use of the Lands for the purposes provided in this Agreement;
- b) that this Agreement will not be modified, terminated or discharged without the prior written consent of the City;
- c) that should an Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
  - i. the Owner shall rectify such default within 30 days’ of receipt of written notice thereof by the City;
  - ii. if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by it;
  - iii. if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
  - iv. the Owner shall pay to the City on demand the aggregate of the City’s costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City’s overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum;
- d) to indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the “**City Personnel**”) from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner’s obligations under this Agreement) or causes of action which the City and the City Personnel, or any of them, may suffer,

incur, or be put to, whether directly or indirectly, arising from the granting or existence of this Agreement, from the performance by the Owner of the terms of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement;

- e) that notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreement as provided in the terms of this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel will be liable for anything done or not done pursuant to or associated with any provision of this Agreement or anything contemplated hereby and each Owner hereby releases the City and the City Personnel from any and against all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner arising from the granting or existence of this Agreement, or any default of the Owner under or in respect of this Agreement;
- f) notwithstanding anything contained herein, each Owner covenants and agrees that this subsection 8(e) and subsections 8(c), 8(c)iv) and 8(d) hereof shall survive termination or release of this Agreement;
- g) that the City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City and each Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City;
- h) that the covenants set forth herein shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands, that this Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated and that the benefit of all covenants made by the Owners in this Section 219 Covenant shall accrue solely to the City;
- i) that the City is not required or is under no obligation in law or in equity to prosecute or enforce this Agreement in any way whatsoever;
- j) that it will comply with all of its obligations under this Agreement;

- k) the easements granted hereby shall not be suspended or terminated by reason of any breach or default on the part of any of the Grantor and the Grantee, except with the written consent of the City; and
- l) nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

9. Notice

- a) Every notice, request, demand or direction (each, for the purposes of this Section 9, a “**Notice**”) to be given pursuant to this Agreement by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office in British Columbia or by facsimile or other similar form of written communication. In each case, addressed to the parties at their addresses as set out on page one or to such other address in British Columbia as is specified by a particular party by notice to the others.
- b) Any Notice delivered or sent in accordance with subsection 9(a) will be deemed to have been given and received:
  - (i) if delivered, on the day of delivery;
  - (ii) if mailed, on the earlier of the day of receipt and the 4th business day after the day of mailing; or
  - (iii) if sent by facsimile or other similar form of written communication, on the first business day following the day of transmittal.
- c) If a Notice is sent or proposed to be sent by mail and mail service between the point of mailing and the destination is interrupted by strike, slowdown, force majeure or other cause before the time of mailing or if mailed, prior to receipt pursuant to subsection 9(b), the Notice will not be deemed to be received until actually received, and the party sending the Notice will use another service which has not been so interrupted or will deliver the Notice in order to ensure prompt receipt.

10. Severability

If any provision of this Agreement is at any time found to be unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

#### 11. Waiver

No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will:

- a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section 11;
- b) be relied upon as a consent to or waiver of any other breach or default of the same or any other obligation;
- c) constitute a general waiver under this Agreement; or
- d) eliminate or modify the need for a specific consent or waiver pursuant to this Section 11 in any other or subsequent instance.

#### 12. Amendments

This Agreement may not be amended except in writing signed by all of the parties.

#### 13. Governing Law

This Agreement is and will be deemed to have been made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the rights and remedies of the parties will be determined in accordance with those laws.

#### 14. Binding Effect

This Agreement will enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties, as applicable.

#### 15. Time of Essence

Time is of the essence in the performance of each obligation under this Agreement.

#### 16. Further Assurances

Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements and other documents and do such further acts and things as any other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

#### 17. Joint and Several

If the Grantor or Grantee consists of more than one individual, person, firm, or corporation, the Grantor's or Grantee's, as applicable, obligations under this Agreement shall be joint and several.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.



## **SCHEDULE A**

### **Legal Descriptions**

#### SERVIENT TENEMENT

PID: No PID

Lot A Section 13 Township 39 New Westminster  
District Plan EPP93168

#### DOMINANT TENEMENT

PID: No PID

Lot B Section 13 Township 39 New Westminster  
District Plan EPP93168

**SCHEDULE B**

**PLAN OF EASEMENT AREA**

(see attached)



# **Appendix J**

## **1455 Nanton Street Charges (Lot B)**

- **CA7918330 Annexed Easement over  
Lot A (Utilities)**
- **CA7918331 Covenant**

**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE OF PAGES

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

Deduct LTSA Fees? Yes

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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4. **TERMS:** Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.	(b) Express Charge Terms Annexed as Part 2
--	--

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

5. TRANSFEROR(S):

---

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

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

**Execution Date**

Transferor(s) Signature(s)

Execution Date		
Y	M	D

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.

**EXECUTIONS CONTINUED****Execution Date**

Transferor / Borrower / Party Signature(s)

Y	M	D
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LAND TITLE ACT  
FORM E

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE		PAGE	OF	PAGES
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION		
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LAND TITLE ACT  
FORM E

SCHEDULE

PAGE       OF       PAGES

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

**TERMS OF INSTRUMENT - PART 2**

**EASEMENT AND SECTION 219 COVENANT  
(UTILITIES)**

**THIS AGREEMENT** dated for reference the date of execution by the City on the Form C or D to which this Agreement is attached and which forms part of this Agreement

**AMONG:**

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Grantor**”)

**AND:**

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Grantee**”, and collectively with the Grantor, the “**Owners**”, and each,  
an “**Owner**”)

**AND:**

**CITY OF COQUITLAM**, a municipal corporation having its offices  
at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

**WHEREAS:**

- A. The Grantor and the Grantee are the registered owners in fee simple of those parcels of land described in Schedule A hereto as the Servient Tenement and the Dominant Tenement, as applicable;
- B. The Grantor has agreed to grant to the Grantee an easement over that portion of the Servient Tenement shown dark outlined (the “**Easement Area**”) on an Explanatory Plan of Easement filed under Plan EPP93169, a reduced copy of which is attached hereto as Schedule B; and
- C. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “**Land Title Act**”), provides that a covenant, in favour of a municipality, may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and

- D. The Owners have agreed to grant the City the within covenant pursuant to Section 219 of the *Land Title Act*.

**THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants contained herein and **\$1.00** now paid by the Grantee to the Grantor and by the City to each of the Grantor and the Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

## 1. Interpretation

In this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a) the headings herein are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof;
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- c) a reference to an entity includes any successor to that entity;
- d) words importing the masculine gender include the feminine or neuter, words in the singular include plural, words importing a corporate entity include individuals, and vice versa; and
- e) a reference to “approval”, “authorization” or “consent” means written approval, authorization or consent.

## 2. Grant

The Grantor hereby gives and grants to the Grantee, its servants, agents, employees, lessees, licensees, customers, contractors and subcontractors, and those who contract with the aforesaid, an easement in common with the Grantor and its servants, agents employees, lessees, licensees, customers, contractors and subcontractors and those who contract with the aforesaid, the full, free and unrestricted right and liberty:

- a) to enter under or on, go across, pass over, return over and repass over the Easement Area with or without vehicles, equipment, machinery or on foot at all times by day and night, at its will and pleasure, for the purposes described in subsection 2 (b);
- b) to make surveys, tests and examinations on the Easement Area, and to excavate the soil thereof and to construct, install, lay down, place and maintain utility and telecommunication conduits and fibre, watermains,

culverts, sewers, drains, ditches, retaining walls, wing walls, pipes, conduits, or any of them, together with ancillary appliances and fittings (collectively the “**Works**”) for the purposes of conveying, draining, disposing, transmitting, transporting, containing, controlling, protecting or metering gas, water, sanitary sewage, storm sewage, liquid waste, electrical energy, communication service or any of them in, under and through the Easement Area as the Grantee may require or may deem expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be deemed necessary and expedient by the Grantee;

- c) at the option of the Grantee, to connect any Works it has constructed on the Dominant Tenement to any Works constructed on the Easement Area for the purposes described in subsection 2 (b) above;
- d) to enter on the Easement Area to repair, replace, reconstruct or upgrade any Works constructed thereon provided that all costs, charges and expenses incurred by the Grantee in connection therewith will, if such Works were constructed by the Grantee, be borne by the Grantee and otherwise the same will be borne by the Grantor; and
- e) generally to do all acts necessary or incidental to or in connection with the foregoing.

### 3. Grantee Covenants and Agreements

The Grantee covenants and agrees with the Grantor that it will:

- a) not do or knowingly permit to be done any act or thing which will interfere with or injure the Servient Tenement and in exercising its rights hereunder, do so in strict compliance in every respect with all applicable laws and regulations in force from time to time and in a manner to cause no unnecessary damage or disturbance thereto;
- b) not use the Easement Area for any purpose other than those herein specifically set out;
- c) not bury debris or rubbish in excavations or backfill within the Easement Area;
- d) remove shoring and like temporary structures as backfilling proceeds within the Easement Area;
- e) repair any damage it causes to any improvements on the Servient Tenement and rake up any rubbish or construction debris in order to leave the Servient Tenement in a reasonably neat and clean condition;
- f) deliver to the Grantor, on demand, a site plan indicating the location of any Works it has constructed on the Easement Area; and

- g) in exercising its rights pursuant to Section 2 above, it will do so in accordance with the bylaws and other lawful requirements of the City and will exercise its rights at such times of the day and night as are reasonable given the nature of the development on the Servient Tenement.

#### 4. Grantor Covenants and Agreements

The Grantor covenants and agrees with the Grantee that it will:

- a) not do or permit to be done any act or thing within its control which will interfere with the exercise by the Grantee of its rights hereunder; and
- b) deliver to the Grantee, on demand, a site plan indicating the location of any Works it has constructed on the Easement Area.

#### 5. Term

The term of this Easement will not expire.

#### 6. Indemnity

The Grantee will indemnify and hold harmless the Grantor from and against any and all claims, demands, awards, actions, proceedings, damages, losses, costs and expenses which the Grantor may at any time incur or suffer as a result of:

- a) any injury to persons (including environmental and other injuries resulting in death) or loss of, or damage to, property of the Grantor or others which may be or alleged to be caused by or suffered as a result of the use, occupancy, enjoyment or possession of the Easement Area hereunder by the Grantee; and
- b) any liens, attachments, charges or other encumbrances or claims upon or in respect of the Easement Area arising from the use, occupancy, enjoyment or possession of the Easement Area by the Grantee.

#### 7. Land Interests

- a) The covenants contained in this Agreement (other than the covenants set out in Section 8) will be covenants running with the Servient Tenement.
- b) No part of the fee of the soil of the Servient Tenement will pass to or be vested in the Grantee.
- c) Nothing in this Agreement will be construed so as to prevent the Grantor from using the Servient Tenement in a manner which does not interfere with the exercise by the Grantee of its rights hereunder.

## 8. Section 219 Covenant

Each Owner hereby covenants, promises and agrees with the City (it being the intention of the parties hereto that the covenant herein contained will be annexed to the Servient Tenement and the Dominant Tenement (collectively, the “**Lands**”):

- a) that the Owner will not use or allow to be used the Lands for any purpose that would detract from or interfere with the use of the Lands for the purposes provided in this Agreement;
- b) that this Agreement will not be modified, terminated or discharged without the prior written consent of the City;
- c) that should an Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
  - i. the Owner shall rectify such default within 30 days’ of receipt of written notice thereof by the City;
  - ii. if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by it;
  - iii. if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
  - iv. the Owner shall pay to the City on demand the aggregate of the City’s costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City’s overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum;
- d) to indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the “**City Personnel**”) from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner’s obligations under this Agreement) or causes of action which the City and the City Personnel, or any of them, may suffer,

incur, or be put to, whether directly or indirectly, arising from the granting or existence of this Agreement, from the performance by the Owner of the terms of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement;

- e) that notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreement as provided in the terms of this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel will be liable for anything done or not done pursuant to or associated with any provision of this Agreement or anything contemplated hereby and each Owner hereby releases the City and the City Personnel from any and against all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner arising from the granting or existence of this Agreement, or any default of the Owner under or in respect of this Agreement;
- f) notwithstanding anything contained herein, each Owner covenants and agrees that this subsection 8(e) and subsections 8(c), 8(c)iv) and 8(d) hereof shall survive termination or release of this Agreement;
- g) that the City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City and each Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City;
- h) that the covenants set forth herein shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands, that this Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated and that the benefit of all covenants made by the Owners in this Section 219 Covenant shall accrue solely to the City;
- i) that the City is not required or is under no obligation in law or in equity to prosecute or enforce this Agreement in any way whatsoever;
- j) that it will comply with all of its obligations under this Agreement;

- k) the easements granted hereby shall not be suspended or terminated by reason of any breach or default on the part of any of the Grantor and the Grantee, except with the written consent of the City; and
- l) nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

9. Notice

- a) Every notice, request, demand or direction (each, for the purposes of this Section 9, a “**Notice**”) to be given pursuant to this Agreement by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office in British Columbia or by facsimile or other similar form of written communication. In each case, addressed to the parties at their addresses as set out on page one or to such other address in British Columbia as is specified by a particular party by notice to the others.
- b) Any Notice delivered or sent in accordance with subsection 9(a) will be deemed to have been given and received:
  - (i) if delivered, on the day of delivery;
  - (ii) if mailed, on the earlier of the day of receipt and the 4th business day after the day of mailing; or
  - (iii) if sent by facsimile or other similar form of written communication, on the first business day following the day of transmittal.
- c) If a Notice is sent or proposed to be sent by mail and mail service between the point of mailing and the destination is interrupted by strike, slowdown, force majeure or other cause before the time of mailing or if mailed, prior to receipt pursuant to subsection 9(b), the Notice will not be deemed to be received until actually received, and the party sending the Notice will use another service which has not been so interrupted or will deliver the Notice in order to ensure prompt receipt.

10. Severability

If any provision of this Agreement is at any time found to be unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.



#### 11. Waiver

No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will:

- a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section 11;
- b) be relied upon as a consent to or waiver of any other breach or default of the same or any other obligation;
- c) constitute a general waiver under this Agreement; or
- d) eliminate or modify the need for a specific consent or waiver pursuant to this Section 11 in any other or subsequent instance.

#### 12. Amendments

This Agreement may not be amended except in writing signed by all of the parties.

#### 13. Governing Law

This Agreement is and will be deemed to have been made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the rights and remedies of the parties will be determined in accordance with those laws.

#### 14. Binding Effect

This Agreement will enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties, as applicable.

#### 15. Time of Essence

Time is of the essence in the performance of each obligation under this Agreement.

#### 16. Further Assurances

Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements and other documents and do such further acts and things as any other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

#### 17. Joint and Several

If the Grantor or Grantee consists of more than one individual, person, firm, or corporation, the Grantor's or Grantee's, as applicable, obligations under this Agreement shall be joint and several.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

## **SCHEDULE A**

### **Legal Descriptions**

#### SERVIENT TENEMENT

PID: No PID

Lot A Section 13 Township 39 New Westminster  
District Plan EPP93168

#### DOMINANT TENEMENT

PID: No PID

Lot B Section 13 Township 39 New Westminster  
District Plan EPP93168

**SCHEDULE B**

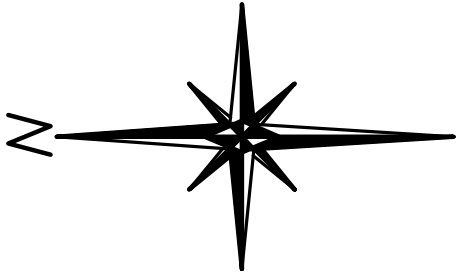
**PLAN OF EASEMENT AREA**

(see attached)

EXPLANATORY PLAN OF EASEMENT OVER PART OF LOT A,  
SECTION 13, TOWNSHIP 39,  
NEW WESTMINSTER DISTRICT, PLAN EPP93168

Plan EPP93169

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
FOR STORM AND SANITARY SEWER PURPOSES



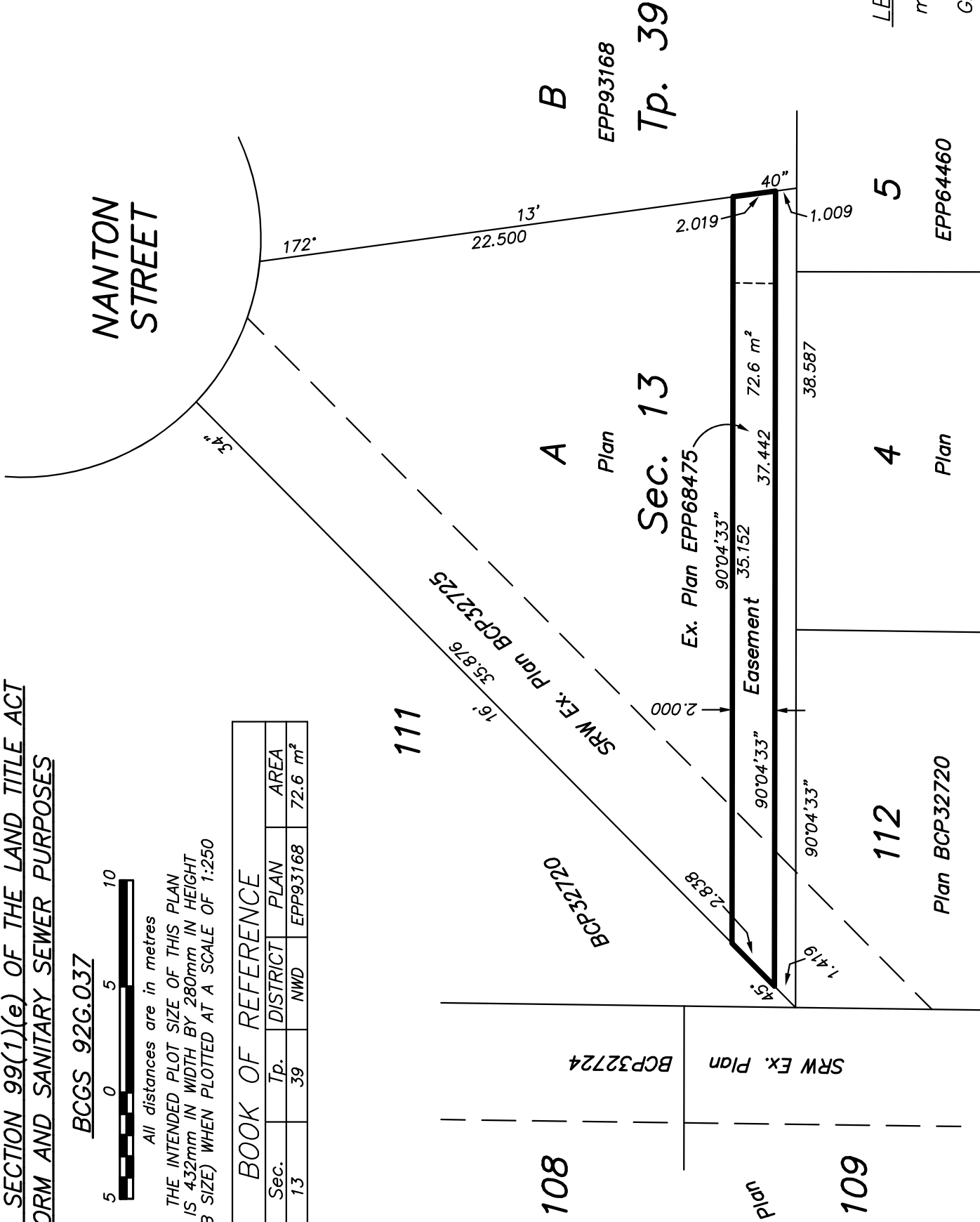
BCGS 92G.037



All distances are in metres

THE INTENDED PLOT SIZE OF THIS PLAN  
IS 432mm IN WIDTH BY 280mm IN HEIGHT  
(B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

BOOK OF REFERENCE					
LOT	Sec.	Tp.	DISTRICT	PLAN	AREA
A	13	39	NWD	EPP93168	72.6 m <sup>2</sup>



LEGEND :

m<sup>2</sup> indicates square metres

Grid bearings are derived from Plan EPP93168.

This plan shows horizontal ground—level distances  
Integrated Survey Area No. 14, City of Coquitlam,  
NAD83, (CSRS), 4.0.0.BC.1.GVRD.

This plan is based on the following Land Title  
and Survey Authority of BC records :  
Plan EPP93168.

William Papove, BCLS #593  
5th Day of June, 2019

THIS PLAN LIES WITHIN THE METRO  
VANCOUVER REGIONAL DISTRICT

PAPOVE  
PROFESSIONAL LAND SURVEYING INC.  
202 – 1120 WESTWOOD STREET  
COQUITLAM , B.C. , V3B 7K8  
TEL : (604) 464–5199  
FAX : (604) 464–6509  
FILE NUMBER : 7108E

# **Appendix K**

## **Burke Mountain Architectural, Landscape & Development Guidelines**



# BURKE MOUNTAIN

*Architectural, Landscape  
& Development  
Guidelines*



## **Preface: Guidelines & City of Coquitlam Zoning**

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This document outlines a set of comprehensive Architectural, Landscape & Development Guidelines ("*guidelines*") that directs home buyers, lot owners, designers and builders (collectively referred to in this document as ("*lot owner/builder*") towards aesthetically pleasing and appropriate building forms and details. It is the intention of City of Coquitlam ("*developer*") that each single family lot on Burke Mountain be developed in accordance with the development guidelines, as amended from time to time, and the provisions of the City of Coquitlam Zoning Bylaw.

The guidelines contain reference to the City of Coquitlam Zoning Bylaw No. 3000 in effect as of 1996. It is understood that revisions to the Coquitlam Zoning Bylaw may occur during the various construction phases of Burke Mountain, and the City of Coquitlam should be consulted for all bylaw standards.

Conformity with the guidelines does **not** replace or supersede the authority of the City of Coquitlam or any other authorities with respect to the adherence to the Building Code and other applicable codes, rules, regulations and processes.



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## **1.0 Neighbourhoods on Burke Mountain**

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The community of North East Coquitlam on Burke Mountain will develop and change over the next number of years. This will occur as individual properties are redeveloped and new homes are constructed by various lot owner/builders. A strong sense of community will be an important part of living in any neighbourhood on Burke Mountain. Adherence to the guidelines will lead to unifying architectural and design elements, while allowing the flexibility of designing and building homes to meet individual needs.

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**End of Section 1.0**

## **2.0 Home Design**

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This section of the guidelines provides design guidance for the different elements of the home based on:

- ***Creating a uniform “look & feel” for the neighbourhoods on Burke Mountain***
- ***Preferred architectural styles described in this section***
- ***A strong street presence for the homes***
- ***The requirements of the City of Coquitlam’s Zoning Bylaw***

Although the guidelines specify the types of building and finishing materials to be used, alternatives are possible with the prior approval of the Design Consultant.

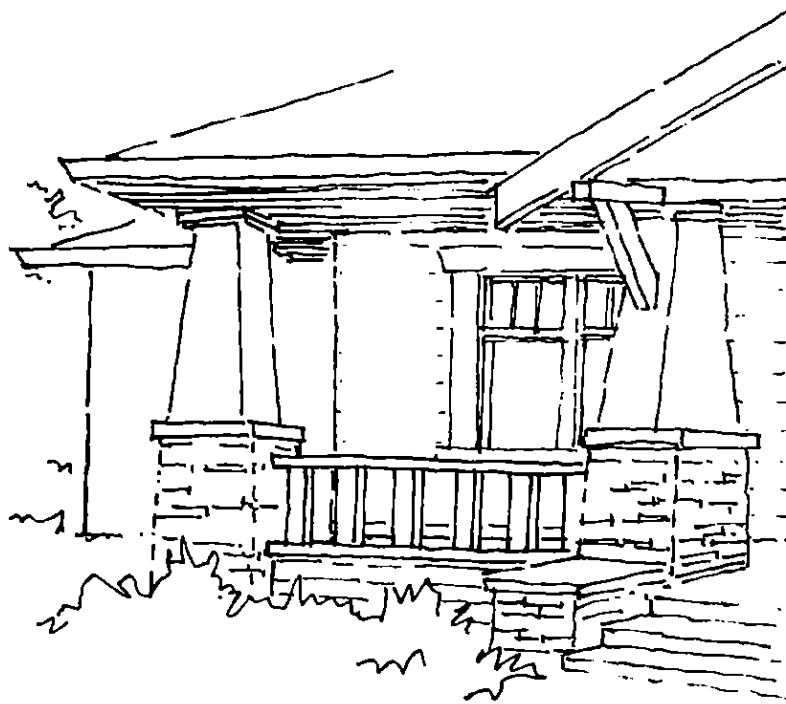
### **2.1 Architectural Style**

The neighbourhoods on Burke Mountain have compact lots and street patterns reminiscent of the original City of Vancouver neighbourhoods. These developing areas on Burke Mountain will become wonderful communities with well-designed homes having strong architectural features, allowing families to enjoy long summer evenings on the front verandas. This strong sense of community based on turn of the century ideals is the inspiration for the architectural style chosen for neighbourhoods on Burke Mountain.

The architectural theme chosen for neighbourhoods on Burke Mountain is based on the timeless themes of the homes built in Kitsilano, Kerrisdale and Shaughnessy neighbourhoods of Vancouver. These original homes were inspired by classic European craftsmanship combined with the natural building materials available on the west coast. The homes on Burke Mountain will capture the best of these times with the modern conveniences of today.

### **2.2 Heritage Style Elements**

- Use of “natural” materials including wood and heavy timbers, stone, and brick.



- West coast architectural features such as large overhangs, strong horizontal design elements, pitched roofs, front verandas, grounded columns, detailed windows & doors, and craftsmen style brackets and trim.
- Strong relationship between the indoor and outdoor spaces.

## **2.3 Massing**

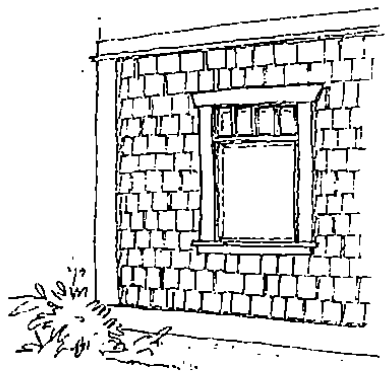
The general design of the dwelling should be a well-proportioned architecturally pleasing home with the volume and massing of the individual architectural elements, such as the front entrance, the garage, and the feature projections associated with homes of a traditional or heritage style genre.

Reduction of the second storey equal to 15 percent of the main floor area must be accomplished by an offset from either the front or side walls at the main floor or a combination thereof, as per the City of Coquitlam Zoning Bylaw. Specifically, the second storey must be set back from the main floor front exterior wall so that the resulting floor area of the second storey is at no more than 85% of that of the first storey including the floor space of any covered porch measured to the outside edge of posts supporting a covered porch roof.

## 2.4 Exterior Finishing & Cladding

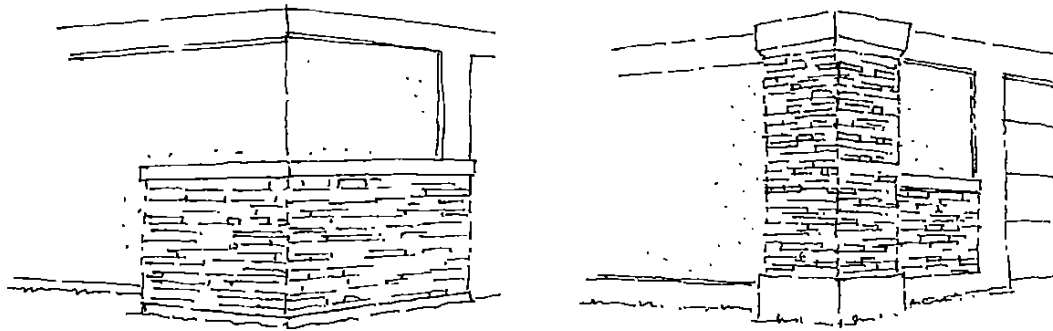
Special attention to the exterior treatment of the home is very important, as well as ensuring the details are consistent with the architectural style of the home. The lot owner/builder is encouraged to use the same materials and details used on the front of the home on the other elevations. Any elevation visible from flanking or rear streets is required to be detailed similar to the front of the home. Homes with rear lanes are to have trim around the windows and doors as per the front of the home.

Preferred exterior cladding materials include horizontal siding, shake/shingle and board & batten. Wood and "HardiPlank" (or similar products) are preferred finishes, but vinyl is acceptable. If vinyl is used, great care must be used during installation to minimize vertical seams and buckling – vinyl siding will be critically reviewed during the final inspection process.



Brick can be used as an accent material or in full height applications. The colour and pattern of the brick must complement the home style and details. Bricks must be standard or metric size. Jumbo brick will **not** be accepted.

Stone or veneer can be used as an accent material and should be flat or block stone. Round or river rock will **not** be permitted. When stone or brick is applied at less than full wall height, it must turn the corner of the façade by at least 1.2m or meet the chimney or other vertical elements. If full height stone or brick is used in a column effect on corners, a return of 0.6m on the side elevation will be acceptable.



Stucco is not permitted as a main cladding material. It should only be used as an accent material.

## 2.5 Exterior Colours

In general, the appearance of the development will be enhanced by coordinating colours along each street to ensure the theme is maintained. The main colours will be natural, and neutral in hue. Secondary colours that apply to trim boards, shutters, doors and other decorative features shall highlight and complement the main colours, or as determined by the Design Consultant.

Exterior colours on each home are coordinated to be complementary to one another and therefore adjacent homes shall **not** have identical colour schemes. The lot owner/builder shall provide the Design Consultant with a colour selection check list for each home and/or accessory building for approval prior to construction.

It is recommended that environmentally sensitive materials and application processes be utilized in the application of all wall colouration products.

## 2.6 Roofs

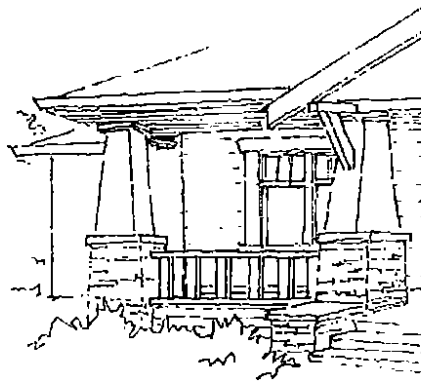
Although the minimum slope for street facing feature gables shall be 8:12, steeper slopes are encouraged. Elsewhere, the minimum roof pitch is 6:12, except where a lower pitch achieves the purpose of protecting a view corridor or achieving style authenticity in a particular element such as a shed dormer or reduced pitch at a covered entrance veranda, in which case the lower pitch may be permitted subject to the Design Consultant's approval.

Front facades must have a roof element between the first and second floor such as a veranda or covered entry roof element that covers a portion of the façade.

Roofing material can be high profile or architectural asphalt shingles, concrete, cedar, or any material that creates a similar high texture look and is approved by the Design Consultant. Flashings are to be pre-finished or painted to match the roof colour.

### **2.7 Front Porches**

Front porches or verandas are strongly encouraged. This will allow for variety in the streetscape and reduce the visual impact of attached garages. As porches or verandas must be functional, they shall have a minimum useable inside depth of 1.2m and minimum useable inside width of 2.5m.



### **2.8 Windows & Doors**

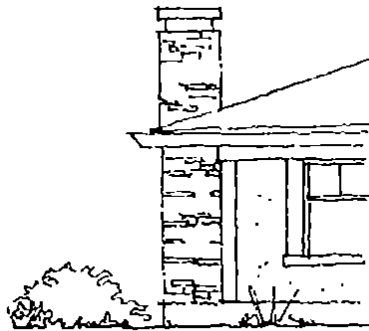
Well-proportioned windows with a general vertical orientation are an important design element on the street facing elevation, and encouraged for the other elevations. Window details such as muntin bars, multiple panes or window groupings are encouraged.

Minimum 100mm wide trim is required around street facing windows and doors, except where the use of such trim would interfere with the application of other elements such as shutters, or plant ledges. Similar trim is encouraged for windows on all elevations.

Front doors will have raised panels of solid construction, painted to match trims or to complement other finishes in the home. As flat doors are **not** acceptable, front doors must incorporate relief elements such as raised panels. Side lights are encouraged for front doors. Exterior lighting design should feature the front entry doors.

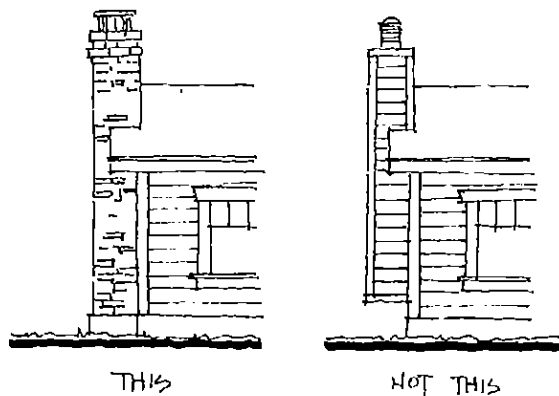
## 2.9 Chimneys

Although most natural gas or electric fireplaces do **not** require a full chimney structure, chimneys are an important element of the preferred architectural styles for Burke Mountain. As such, substantive and architecturally strong chimneys are encouraged.



If chimneys are part of the home design, they must be well detailed and substantive. All chimneys must be finished with brick, stone or siding that matches or complements other exterior materials on the home. River rock and cinder block type of finishes painted or otherwise will **not** be permitted.

Chimneys external to the façade and visible from the front street must meet the ground.



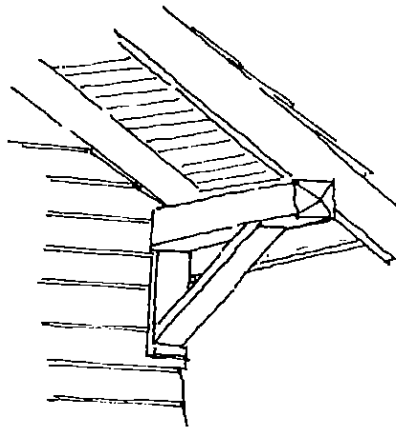
Centrally located chimneys should be large with strong design elements and detailing. Recommended materials are brick, or dry stack ledge stone, slate or square cut rock. River rock is **not** acceptable.



## 2.10 Fascia & Soffits

Heritage features such as brackets, rafter tails and exposed structural members within the soffit are encouraged. Simple wide fascia is preferred with the upper storey fascia being smaller than the first storey elements.

Minimum dimensions are 200mm in width for the upper fascia and 250mm in width for the lower fascia elements.



Although hidden gutters are recommended, continuous wide profile extruded fascia gutters are permitted if they are painted to match the colour of the fascia board. Fascia gutters in lieu of fascia boards are **not** acceptable.

## 2.11 Rear Garages

On lots with rear lanes and detached garages in the rear yard, the garage style must complement the architectural style of the home. Features such as trimmed windows and exposed soffit details are encouraged.

On sloping lots, much care and attention must be spent on the design and construction of the garage apron to ensure safe ground clearance for standard cars.

## 2.12 Attached Front Garages

For homes with attached front garages, it is important to minimize the visual impact of the garage and place emphasize on the front rooms of the home. The general massing for these types of homes is established by the required setbacks as detailed in the City of Coquitlam Zoning Bylaw.

As the garages are a major element of the front elevation, the following design details need to be considered. Large blank wall spaces above the garage doors are **not** acceptable.

The garage door should be recessed a minimum of 250mm from the front wall and should be painted or stained in a colour complementary to the siding or trim colour. Two-toned colour combinations are encouraged and natural stain is acceptable provided the front entry door is stained the same. Use of windows in the garage door is also encouraged.

## **2.13 Special Design Considerations for Corner Lots**

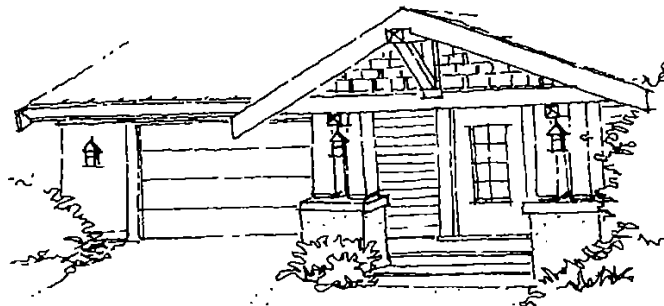
Homes on corner lots shall be designed to face both streets with roof and wall elements that turn the exposed corner. Exposed side elevations require a visual break between floors to reduce apparent massing by either incorporating an upper floor offset or a roof skirt. A minimum of one upper or lower floor common gable element which includes a differential cladding material within the roof gable shall be incorporated into the side elevation design. Variations are possible provided they are pre-approved by the Design Consultant. Trim as used on the front elevation must also be applied around all windows and doors that turn the exposed corner.

## **2.14 Special Considerations For Double Fronting or Green Street Lots**

Homes on double fronting lots (lots which abut two parallel or approximately parallel roads) or on Green Streets will have highly visible front and rear elevations. For this reason, the same attention to detail must be applied equally to both elevations.

## **2.15 Exterior Lighting**

Ornamental and recessed lighting must be incorporated into the front elevation to highlight architectural details, and to provide adequate lighting for the garage and front entries. Coach lights are encouraged where architecturally appropriate.



To minimize light spill across property lines, care and attention should be taken when designing and locating house and yard lights.

## **2.16 Electrical Meters/Metal Vents**

Electrical and metal vents are to be as inconspicuous as possible with no ducting visible. All ducting must be contained within the wall. If this is **not** possible, ducting should be contained within an enclosure finished to match the siding and trim of the home and must **not** restrict the reading of meters.

The exposed portion of the metal “A” vent which appears above the chimney framing must be kept to the minimum height allowed by the Building Code.

The furnace “B” vent is to be located either on the rear roof slopes or where it is least visible to public view. Where “A” and “B” vents are visible from the street, they shall be pre-finished in a non-glare finish.

All metal vents are required to be painted to match the siding or roof colour as applicable.

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**End of Section 2.0**

### **3.0 Site Considerations**

---

Burke Mountain is a slight to steeply sloping hillside with south-west, south-east and south exposures. As this area is developed, the neighbourhoods will emerge with their own distinctive character due to the local site conditions.

In response to the slope and urban design conditions, some neighbourhoods will have homes with back lanes and detached rear garages, while others will have homes with attached front garages on the wide shallow lots. Some neighbourhoods will have distinctive row houses and others will have conventional townhomes.

Each home should be designated to take maximum advantage of the natural characteristics of the lot, i.e. views, shade and solar opportunities, and relationship to the street and neighbouring homes.

Lot grading plans for the building sites are available and include the following information:

- Property lines
- Lot corner elevations
- Minimum basement elevation
- Service connection invert elevations
- Service connection locations
- Storm water handling requirements

#### **3.1 Setbacks, Site Coverage & Building Height**

The setbacks, site coverage, building heights and other requirements for building single family homes are documented in the City of Coquitlam's Zoning Bylaw. Please refer to that document for the appropriate policies and regulations.

To improve the common streetscape, lot owner/builders are encouraged to vary the front setback of adjacent homes.

#### **3.2 Streetscape**

To ensure the highest quality of homes with a unified streetscape created by individual lot owner/builders, similar exterior designs shall be separated by a minimum of 3 lots along the same street.

Where the same exterior design occurs along the same street or on the same side of the street, homes shall be differentiated by colour, or by varied exterior features as approved by the Design Consultant.

Homes along the street are to have a consistency of apparent volume. House forms, heights, and façade details shall be coordinated with the neighbouring homes to ensure a gradual transition from one home to another. Abrupt changes in heights or eaves and fascia's from home to home are **not** acceptable.



Striking contrasts between sizes and shapes within a similar area are **not** acceptable. The object is to produce enough variety to create interest within a balanced unity of forms, colours and themes.

### **3.3 Lot Grading & Retaining Walls**

Lot grading is to be consistent with the lot grading plan provided by the City of Coquitlam. The lot grading plan indicates the final grade elevations required at each corner of the lot. Lot owner/builders shall be responsible for achieving the final grade on each individual lot, which may **not** necessarily follow the natural grade.

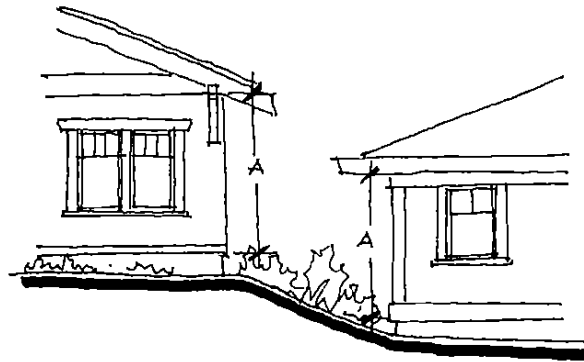
Lot slopes should be absorbed within the building massing as much as possible (i.e. stepped foundations and floor levels) to minimize the need for steep yard grades. Individual lot grading (including drainage swales and retaining walls) must be constructed and contained within the individual property lines. The lot owner/builder shall extend its "best efforts" to design and construct grading and drainage that maximizes the practical enjoyment and use of each individual lot. The maximum allowable slope will be 3:1 and should be limited to transition areas as topography and lot geometry allow.

Due to sloped topography, special precautions related to ground and surface runoff must be adhered to both during and after construction.

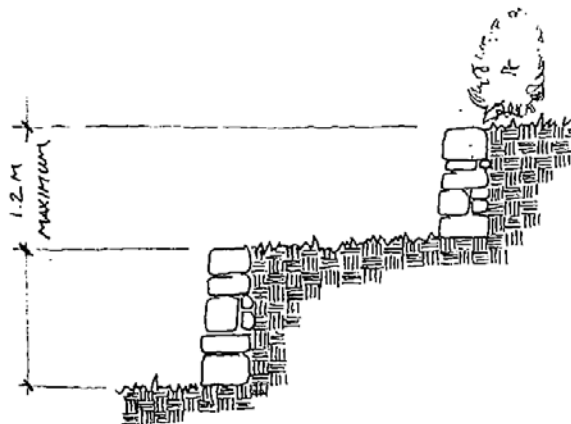
**Refer to Appendix B – Construction Practices**

Where retaining walls are required in the front yards, side yards or adjacent to roadways, they are to be constructed using natural stone, landscape stacking concrete blocks (no oversize lock blocks allowed) smooth finish concrete, or textured concrete (i.e. board formed concrete with an aggregate finish). Landscape ties are permitted only in side or rear yards only if **not** visible from the street. Creosote timber ties are **not** permitted in any location.

Where lot to lot topography allows, main floor elevations of the adjoining homes should be a consistent height above the front street to reduce side yard elevation changes along the streetscape.



Other than the retaining walls constructed by the City of Coquitlam, retaining walls in the yards will be limited to a maximum exposed height of 1.2 m. If a higher grade is required to be retained, a stepped form shall be used to reduce the visual mass of the wall. In all yards, if clearance problems exist, a wall higher than 1.2m may be approved at the discretion of the City of Coquitlam. An engineer's certificate will be required in these cases.



All retaining walls and their foundations are to be constructed and contained within property lines, and shall meet the requirements of the City of Coquitlam Bylaws.

Excavation or construction shall **not** undermine the slope stability of any roadway base or adjoining lots without appropriate temporary and/or permanent earth retention.

In situations with grade changes between lots that require retaining to control or take up the change in elevations, each lot owner/builder will be responsible for retaining the downhill side of the lot. With some lots, the lot owner/builder may also be required to retain the uphill side of the lot.

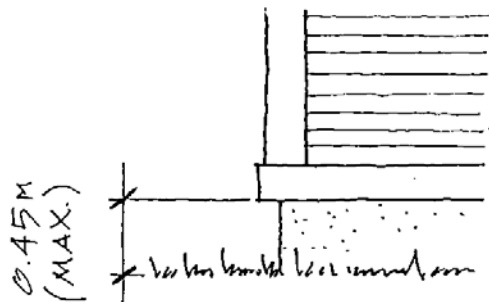
All grade conditions and retaining requirements will be reviewed by the Design Consultant on a site by site, and application basis. The Design Consultant will have final authority regarding which lot owner/builder will be responsible for retaining conditions.

In no circumstances can a lot owner/builder have sloped bank conditions that flow onto or affect adjoining lots.

Notwithstanding the requirements of these guidelines, all lot grading shall meet the requirements of the City of Coquitlam Bylaws.

### **3.4 Building Foundation**

All exposed concrete for foundation walls should **not** be greater than 0.45m for level areas. In sloping conditions with a stepped foundation, the exposed concrete should be minimized, but cannot **exceed** 0.60m.



Prior to the pouring of foundation concrete, the Design Consultant must review and accept a form survey signed by a certified BC land surveyor to ensure conformance with the elevations and grades as described by the City of Coquitlam.

This form survey, complete with geodetic elevation of the level strip, is to be forwarded to the Design Consultant concurrent to the same time it is forwarded to the City's Building Inspector for review 2 to 3 days prior to the scheduled pour and placement of concrete.

Commencing and/or continuing work without providing a form survey certificate will result in a work stoppage and loss of all, or a portion of the security deposit.

### **3.5 Vehicle Storage**

For attached front garages, the driveway must be of sufficient size to ensure that vehicles parked on the driveway do **not** overhang onto the public sidewalk. For parking pads associated with rear lanes, they must also be of sufficient size to ensure vehicles do **not** block or overhang into the rear lane.

No recreational vehicles or commercial vehicles may be stored in the front yard or driveway of any lot between the curb and the building. Such vehicles should be stored off site or in the garage.

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**End of Section 3.0**



## **4.0 Private Landscaping**

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The publicly visible landscaping on private property is a very important component of creating a great neighbourhood with strong property values. As part of constructing a home in Burke Mountain neighbourhoods, each lot owner/builder is responsible for landscaping each individual lot in accordance with the guidelines.

In general, landscaping of the front yards and the side yards on corner lots is to be designed to enhance the architecture of the individual homes, to accentuate and work harmoniously with the natural environment, and to create a cohesive streetscape with neighbouring properties and the boulevard landscaping.

### **4.1 Landscaping**

In the lot grading, foundation work, and construction phases, lot owner/builders are to avoid unnecessary grading and removal of natural soils. Freshly graded soils are to be re-vegetated as soon as feasibly possible.

All pervious, grassed and vegetated areas shall have a minimum layer of 300mm absorbent top soil.

Hard surfaces such as sidewalks, driveways, parking pads, patios, etc., shall be graded towards lawns, planted areas and rain gardens.

The use of permeable materials for hard surfaces is strongly encouraged.

A minimum of one flat back rain barrel connected to the roof downspout is required. The flat back rain barrel must include a standard hose connection. The provision and connection of a soaker hose to rain gardens and/or lawns is strongly encouraged.

All lawns within the front yards, exterior side yards, and back yards for lots with rear lanes, shall be sodded and **not** seeded. Grass lawns are **not** recommended for internal side yards.

To assure an overall robust appearance, the planting plan is to have sufficient quantity and size to set a minimum standard at initial planting and through the growth cycle through to maturity.

The minimum acceptable standard for landscaping is:

- 20 plants & 1 street tree for interior lots (front yard)
- 20 plants & 2 street trees for corner lots (front and exterior side yard)

### **Refer to Appendix C – Landscape Planting List**

Where visible from the front or flanking lots, gas meters and direct vents from fireplaces must be concealed with landscaping and must **not** impede servicing access.

In addition to the above requirements, lot owner/builders must take note of Section 506 of the City of Coquitlam's Zoning Bylaw which requires the provision of additional landscaping in Northeast Coquitlam.

## **4.2 Rear Yards with Back Lanes**

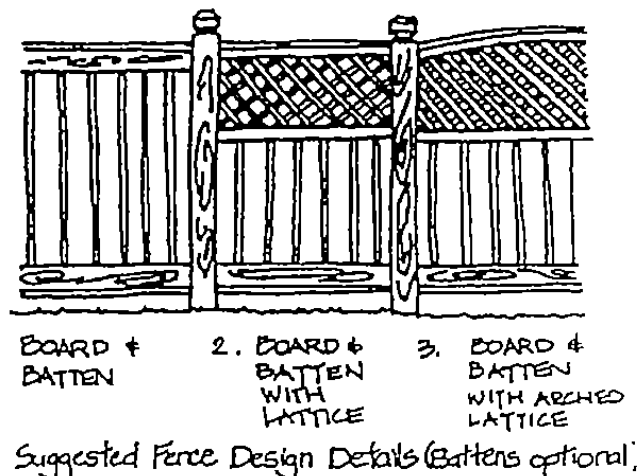
Some lots have back lanes with detached garages. In these circumstances attention also needs to be given to landscaped areas visible from the lane. Planting is encouraged between the paved lane and any structures on the lot.

Screening, fences, hedges or plantings are required between parking pads and the rear yard.

## **4.3 Fences & Hedges**

Fencing for side and rear yards shall be a maximum height of 1.8m. All side yard fencing is to extend no further than the front building setback line or front face of the home.

Side yard and rear fences must be constructed of cedar, using one of the following general design types.



Hedges **not** exceeding a maximum height of 1.8m are deemed to be an acceptable alternative to cedar fencing.

Fences in front yards are prohibited. All fences must conform to the relevant City of Coquitlam bylaws and regulations.

#### **4.4 Timing of Completed Landscaping**

The required landscaping work must be fully completed no later than 60 days from the issuance date of the Occupancy Permit of any home. Exceptions may be given due to poor weather conditions, time of the year, etc. A final landscape inspection will be conducted by the Design Consultant who will have the final authority in determining whether the landscape requirements of the guidelines have been met.

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**End of Section 4.0**

## **5.0 Appendices Contents**

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- A.** Development Review Process
- B.** Construction Practices
- C.** Landscape Planting List
- D.** Application for Home Plan Design Approval

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**End of Appendices Contents Section**

## Appendix A: Development Review Process

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### A.1 Development Review Process

As outlined in the contract of purchase & sale, the lot owner/builder must follow and comply with the Burke Mountain Architectural, Landscape & Development Guidelines ("guidelines") and development review process.

Contract of Purchase & Sale



Proof of Insurance, Preliminary Home Plan Design Submission & Provision of Security Deposit



Home Plan Review & Approval (optional pre-construction meeting)



City of Coquitlam Building Permit



Form Survey Review & Approval



Site Reviews during Construction as Required



Final Review/Approval & Security Deposit Return

### A.2 Security Deposit/Proof of Insurance

A security deposit of \$5,000 and proof of contractor's legal liability insurance in the amount of (five) \$5 million is required prior to review and approval of the home plan. In the case of a multi lot purchase, a maximum \$25,000 security deposit will apply. In this instance, the entire \$25,000 amount shall continue as security until the total lots are reduced to four or less.

This security deposit will be held by the City of Coquitlam to ensure compliance with all aspects of the guidelines. Full compliance and cooperation with the development review process (**refer to Appendix A – Development Review Process**) and guidelines will ensure the return of the full security deposit.

Should there be non-compliance with the guidelines, the Design Consultant or at the City of Coquitlam, may withhold or forfeit any or all of the security deposit.

The security deposit required under the guidelines is in addition to any security deposits required for obtaining any other City approvals such as building permits, etc.

### **A.3 Design Consultant/City of Coquitlam**

The City of Coquitlam may undertake the role of Design Consultant directly or may contract with a qualified third party to perform this role. The City of Coquitlam reserves the right to assign the role of Design Consultant to another individual or company at any time and reserves the right, at its sole discretion, to waive specific requirements of the guidelines if deemed appropriate to do so. Unless confirmed in writing by the City of Coquitlam, or the Design Consultant (on the City of Coquitlam's behalf), all requirements of the guidelines are applicable.

On behalf of the City, the Design Consultant is the approving authority for home design reviews, form survey review, monitoring of proper construction practices, review of complaints, assessing of fines and penalties, and final inspections for release of the security deposit with respect to the guidelines.

This Design Consultant's role does **not** replace or supersede the authority of the City of Coquitlam or any other authorities with respect to the adherence to the Building Code and other applicable codes, rules, regulations and processes.

### **A.4 Preliminary Home Plan Design Review**

Although **not** mandatory, it is strongly recommended that the lot owner/builder submit an initial proposal for the type of home being contemplated for a preliminary review by the Design Consultant. The purpose of this preliminary review is to have the plans checked for compliance with the general design intent for the neighbourhoods on Burke Mountain.

The preliminary design set should generally be based on the required information of the final design set (see A.5) but does **not** need to be as complete.

### **A.5 Home Plan Design Approval**

To make an application for approval, the lot owner/builder must submit one complete set of construction drawings along with the applicable security deposit to the Design Consultant.

The lot owner/builder must receive design approval from the Design Consultant prior to submitting plans to the City of Coquitlam for a building permit.

These drawings must include the following information as a minimum:

- A completed and signed Application for Home Plan Approval form

**Refer to Appendix D – Application for Home Design Plan Approval**

- Drawings of the home including plans, elevations, sections, etc. at 1:50 or ¼" = 1' - 0"
- A site plan at 1:100 or 1/8" = 1' - 0" scale

The combined drawings must indicate existing and proposed grades, elevations for the corners of each lot, building setbacks, home location and dimensions, property line dimensions, driveway location and slope, minimum basement elevation, all floor elevations, all floor areas & total combined area, garage slab elevation, roof peak elevations, and roof slope.

Home design plans must reflect actual site conditions; for example, stepping the home to the slope of the lot. Home plans **not** showing this (i.e. stock plans) will be returned to the applicant without review. A landscape plan is also required but can be submitted during the construction process.

Incomplete submissions will be returned without review. If substantial revisions are required resulting in a 3<sup>rd</sup> review, a fee of \$500 for each review after the 2<sup>nd</sup> revision will be invoiced to the lot owner/builder and deducted from the security deposit.

## **A.6 Pre-Construction Requirements**

Prior to any construction activity on the lot, it is recommended that the lot owner/builder request a pre-construction meeting with the City of Coquitlam's Design Consultant. This meeting will establish requirements for the following:

- Construction Practices - **Refer to Appendix D – Construction Practices**
- Sediment Control - **Refer to Appendix D – Construction Practices**
- Form Survey and Lot Grading - **Refer to Sections 3.3 & 3.4 of the Guidelines**

In the circumstance of a lot owner/builder constructing multiple homes, this requirement may be waived at the discretion of the Design Consultant on behalf of the City of Coquitlam.

## **A.7 Site & Interim Reviews**

From time to time the Design Consultant on behalf of the City of Coquitlam may carry out on-site inspections during construction to ensure compliance with the approved plans. Changes to the approved home plan design must be made in writing and/or reviewed on site. Changes without approval may result in the loss of all, or a portion of the security deposit.

## **A.8 Final Approval & Security Release**

Upon completion of the home and all required landscaping, the lot owner/builder shall request a final inspection from the Design Consultant. The Design Consultant will inspect the project and issue a site inspection report to the lot owner/builder. If approval is granted, the Design Consultant will recommend release of all, or a portion of the security deposit.

If any of the work is found to be non-compliant, the Design Consultant shall issue the lot owner/builder a list of deficiencies to be remedied. The lot owner/builder will immediately rectify all deficiencies and request a second site inspection by the Design Consultant.

If additional inspections are required after the second site visit, a fee of \$150.00 per inspection will be invoiced to the lot owner/builder and deducted from the security deposit.

## **A.9 Contact Information**

City of Coquitlam  
Curtis Scott - Manager, Land Development  
3000 Guildford Way  
Coquitlam, B.C. V3B 7N2  
Phone: 604-927-3017  
Fax: 604-927-3535

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**End of Appendix A**



## **Appendix B: Construction Practices**

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### **B.1 Responsibilities of the Lot Owner/Builder**

As the homes on Burke Mountain will be built over a number of years by numerous builders, it is important that clean and safe construction practices be followed to ensure the enjoyment of the existing residents, as well as the needs of the building trades.

The lot owner/builder is responsible for being in compliance of following prescribed safe and clean construction practices. The lot owner/builder is also responsible for the action and practices of all sub-trades, workers and deliveries.

The security deposit held by the City of Coquitlam is to ensure compliance with **not** only the design and completion stages of the home and landscaping, but to also ensure safe and clean construction practices are being practiced.

### **B.2 Conditions of the Site: Pre & Post Construction**

The building lots on Burke Mountain have been serviced and prepared by the City of Coquitlam as follows:

- Rough grading of the lots
- Front utilities to the property line
- Rear utilities to the property line (where applicable)
- Curbs
- Public sidewalks
- Public boulevards with street trees (timing of street trees installation to be coordinated between the lot owner/builder and the City of Coquitlam)
- Street lights
- Installed utility boxes, manholes, connection points, etc. as required for the utilities

All conditions of the site are considered to be sound, complete and in full working order at the time of sale. It is the responsibility of the lot owner/builder to bring any deficiencies to the attention of the City of Coquitlam prior to construction.

Damage **not** reported prior to construction start will be the responsibility of the lot owner/ builder.

Should damage occur to any of the pre-construction site conditions, or surrounding areas, due to construction or other activities, repair to the original condition is the responsibility of the lot owner/builder.

Should repairs **not** be completed to a condition satisfactory to the City of Coquitlam, the City of Coquitlam will undertake the repairs at the expense of the lot owner/builder. The charges and fees for these repairs will be invoiced to the lot owner/builder, or at the sole discretion of the City of Coquitlam, deducted from the security deposit. The charge for this work may also include an administration fee.

### **B.3 Site & Construction Protocol**

It is the responsibility of the lot owner/builder to ensure clean and safe construction practices, including all sub trades, workers and deliveries. The goal is to ensure surrounding lot owner/builders and residents are **not** unduly disturbed or interrupted in their activities by construction. It is also recognized that construction can be a noisy and/or dirty activity at times, and consideration must be given to the lot owner/builder in this process.

Hours of construction and work are regulated by the City of Coquitlam.

Loud music is discouraged and offensive language is **not** allowed to disturb others off site. Dogs are **not** allowed on site.

Parking is **not** allowed on other sites without the written permission of the owner. No overnight or weekend storage of vehicles or trailers is allowed on other lots.

No signs shall be placed on any lot, with the exception of a temporary address sign. Marketing and sales signs will be coordinated and agreed to between the City of Coquitlam and the lot owner/builder at a later date.

Complaints may result in the loss of all, or a portion of the security deposit.

### **B.4 Construction Materials, Garbage & Site Clean-up**

The lot owner/builder is required to keep the site and abutting streets clean and orderly during construction and marketing.

All construction materials must be sorted neatly and preferably **not** in the front yard when possible. All garbage must be removed from the site in a timely manner, or held in proper containers and bins.

The sidewalks and roads adjacent to the site must be cleaned daily by the lot owner/builder during the course of construction.

Every effort must be made to prevent silt from entering the storm drain system. As such, power washing is **not** an acceptable method of cleaning.

Excavators moving from one site to another, or during the loading & unloading process, must **not** be walked along the street unless the machinery has been cleaned.

If street cleaning is **not** maintained to the City of Coquitlam's satisfaction, the City of Coquitlam will undertake this work at the expense of the lot owner/builder. The charges and fees for this work will be invoiced to the lot owner/builder, or at the sole discretion of the City of Coquitlam, deducted from the security deposit. The charge for this work may also include an administration fee.

## **B.5 Erosion & Sediment Control**

The following specifications give details of the design and construction of the erosion and sediment control measure expected to be carried out by lot owner/builders. Some lots may **not** require all of the following, at the discretion of the Design Consultant.

### **B.5.1 Earth Stockpiles**

All material which is stockpiled for more than 7 days and less than 2 months is to be covered with polyethylene or totally protected by a silt fence as a temporary measure to prevent erosion.

Longer term stockpiles must be shaped to have side slopes no steeper than 1.5H: 4 and remain covered with polyethylene, or alternatively, may be re-vegetated.

### **B.5.2 Graded Areas**

Temporary graded areas, such as housing lots, should be protected from erosion. This may be facilitated through the use of straw and/or polyethylene in non-traffic areas and a sandy gravel cap in zones of construction traffic.

Machine tracks and rutting should be eliminated. Final graded or landscaped areas must have the appropriate permanent surface protection/landscaping in place.

### **B.5.3 Silt Fences**

Silt fences should be installed on each lot, or group of lots, to further reduce migration of erodible soils. It is the intention that silt fences be used on the lower 1/3 to 1/2 of the site, along the perimeter, and elsewhere on a property so as to control waterborne movement of erodible soils.

Filter cloth fabric shall be a pervious sheet of slit film woven propylene, nylon, polyester, or ethylene yarn, and shall be certified by the manufacturer or supplier as confirming to the following requirements.

#### **Physical Property Requirements**

Filtering Efficiency	Minimum 90%
Flow Rate	Minimum 0.3 Gallons per Square Foot
Grab Tensile Strength	Minimum 150 pounds
Equivalent Opening Size	Minimum 0.15 mm (U.S. Sieve #100)

Alternative fabrics and properties may be considered. Filter cloth fabric for above ground use shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected useable construction life with a minimum of 80% of strength retained.

Posts for filter fences shall be a minimum 50mm by 100mm wood, 75mm minimum diameter wood, or 2.0 kg per metre minimum steel with a minimum length of 1.5m.

Wire fence reinforcement for filter fence using standard filter cloth fabric shall be a minimum of 0.90cm in height, a minimum of 14-1/2 gauge and shall have a mesh spacing of 150mm or less.

The lot owner/builder shall have the option to provide extra strength filter cloth fabric or to provide standard strength filter cloth fabric with wire fence reinforcement. When standard strength filter cloth fabric is used for filter fences, the filter cloth fabric shall be reinforced with wire fence, and the post spacing shall **not** exceed 3.0m.

When extra strength filter cloth fabric is used for filter fences, the post spacing shall **not** exceed 1.8m and the wire fence will **not** be required. Posts shall be uniformly installed with **not** less than 2-degree inclination toward the potential silt load area.

The filter fences shall be maintained in an effective condition at all times while in use.

Filter cloth fabric shall be a minimum of 1.1m wide and shall be secured to the posts or wire fence by suitable staples, tie wire, or hog rings in such a manner as to prevent tearing of the fabric.

The bottom of the filter cloth shall be entrenched into the ground a minimum of 200mm to prevent water from flowing under the fence.

Alternatively, soil may be placed so as to cover the bottom 100mm of fence. Filter cloth fabric shall be spliced together only at support posts with a minimum of 150mm overlap and securely sealed. The top of the filter cloth fabric shall be installed with a 30mm tuck or with a reinforced end section.

In the event that the filter cloth has decomposed or becomes ineffective and the filter fence is still required, the filter cloth fabric shall be replaced. Filter fence materials shall be removed when no longer required, and shall be disposed of by the lot owner/builder.

### **B.5.4 Lot Sediment Traps**

At least one sediment trap shall be installed on each building lot, at the low spot(s), by the lot owner/builder. In the event that the home foundation excavation and excavated soil stockpiles effectively divide the lot in two, then two sediment traps should be constructed – one for each area. The sediment traps are to be constructed before any excavation or earth moving commences on the lot and shall be a minimum of 5.0m x 1.0m deep, with a silt fence around the lower half perimeter of the pit.

All surface runoff from the lot is to be channelled to the sediment trap(s) by shallow surface ditches along the boundaries of the lot or work area. Any water pumped from excavations on the lot is to be discharged into the sediment trap(s). There shall be no discharge of pumped water onto the street or into the storm drain systems. Any outflow from the trap(s) is to be through the silt fence over as wide an area as practical to avoid concentrated flows on to the neighbouring lot(s).

### **B.5.5 Gravel Pads**

A gravel pad construction staging area shall be constructed on each lot adjacent to the street, immediately after constructing the sediment trap(s) and before commencing other work on the site. The gravel pad should be approximately 5m x 6m x 250mm deep.

Continuous filament, non-woven filter fabric is recommended as a separation layer over the native sub-grade, to preserve the integrity of the gravel pad in wet weather.

### **B.5.6 Failure to meet the Requirements**

Failure to meet these requirements may result in the City of Coquitlam correcting the deficiencies at the lot owner/builder's expense. The charges and fees for this work will be invoiced to the lot owner/builder, or at the sole discretion of the City of Coquitlam, deducted from the security deposit. The charge for this work may also include an administration fee.

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**End of Appendix B**

## Appendix C: Landscape Planting List

Plants	Size
Occidentalis Smarag ( <b>Emerald Green</b> )	5 to 6 feet
Occidentalis ( <b>Golden Globe</b> )	1.5 to 2 feet
Pinus Mugo Mughus ( <b>Mugho Pine</b> )	3 gallon
Abies Nidiformis ( <b>Nest Spruce</b> )	3 gallon
Armandi ( <b>Evergreen Clematis</b> )	3 gallon
Yucca Filamentosa ( <b>Adam's Needle</b> )	3 gallon
Viburnum Davidii ( <b>David Viburnum - White</b> )	3 gallon
Pyracantha ( <b>Fire Thorn</b> )	3 gallon
Fatsia Japonica ( <b>Japanese Aralia</b> )	3 gallon
Daphne Cneorum ( <b>Ruby Glow</b> )	3 gallon
Camelia Japonica ( <b>Japanese Camelia</b> )	3 gallon
Acuba Japonica ( <b>Spotted Laurel</b> )	3 gallon
Acer Palmatum ( <b>Dissectum Atrophypureum</b> )	3 to 3.5 feet
Abelia Edward Goucher ( <b>Pink Abelia</b> )	3 gallon
Azalia Japonica ( <b>Japanese Azalea - Different Varieties</b> )	3 gallon
Hydrangeo Macrophylla ( <b>Hydrangea - Different Varieties</b> )	3 gallon
Polystichum Munitum ( <b>Sword Fern</b> )	3 gallon
Cotoneaster Cornubus ( <b>Cotoneaster Hedge</b> )	3 gallon
Potentilla Fruticosa ( <b>Different Varieties</b> )	3 gallon
Viburnum Burkwoodii ( <b>Burkwood Viburnum</b> )	3 gallon
Photinia Fraseri ( <b>Photinia</b> )	3 gallon
Pieris Floribunda ( <b>Mountain Pieris</b> )	3 gallon
Pieris Japonica ( <b>Mountain Fire</b> )	3 gallon
Rhododendron ( <b>Different Varieties</b> )	3 gallon
Acer Palmatum "Bloodgood" ( <b>Bloodgood Japanese Maple</b> )	6.5 to 16.5 feet
Acer Palmatum "Atropurpureum" ( <b>Red Leaf Japanese Maple</b> )	6.5 to 16.5 feet

Evergreen Conifers (or Deciduous Trees at 5 to 6 cm. calliper)	Size
Cedrus Deodara ( <b>Himalayan Cedar</b> )	16.5 feet
Picea Abies ( <b>Norway Spruce</b> )	16.5 feet
Pinus Nigra ( <b>Austrian Pine</b> )	16.5 feet
Pinus Sylvestris ( <b>Scots Pine</b> )	16.5 feet
Pseudotsuga Menziesii ( <b>Douglas Fir</b> )	16.5 feet
Sequoiadendron Giganteum ( <b>Sierra Redwood</b> )	16.5 feet

End of Appendix C

## Appendix D: Application for Home Design Plan Approval

Lot Owner/Builder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

City: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Lot PID #: \_\_\_\_\_ Lot #: \_\_\_\_\_ Lot Address: \_\_\_\_\_

House Designer Name & Phone Number: \_\_\_\_\_

Home Style: \_\_\_\_\_ Roof Pitches: \_\_\_\_\_

Home Size in Square Feet: Main Floor: \_\_\_\_\_ Upper Floor: \_\_\_\_\_ Basement: \_\_\_\_\_ Total Home Size: \_\_\_\_\_

Roof Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Exterior Cladding Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Exterior Trim Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Fascia Board/Gutter Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Front Entry Door Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Garage Door Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Chimney Material/Colour:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Driveway Material:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Corner Lot Considerations:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Lot Slope:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>
Landscaping:	_____	Approved <input type="checkbox"/>
		Rejected <input type="checkbox"/>

Setbacks: Front \_\_\_\_\_ Rear \_\_\_\_\_ Left Side \_\_\_\_\_ Right Side \_\_\_\_\_

Elevations: Main Floor \_\_\_\_\_ Garage Slab \_\_\_\_\_ Basement \_\_\_\_\_ Minimum Basement (MBE) \_\_\_\_\_



## Site Plan Requirements

A site plan with the following information must be provided at a scale of 1:100 or 1/8" = 1' - 0"

- Dimensions of lot
- Dimensions of building
- Location & slope of driveway
- Proposed and existing elevations at each corner of the home, garage slab, basement slab and main floor elevations
- Location of retaining walls
- Location of drainage swales
- Location of underground water lines, sanitary and storm sewer lines and sumps

The lot owner/builder is responsible to confirm that the information submitted and reviewed matches the actual site conditions before starting construction. All setbacks must conform to municipal standards. It is the lot owner/builder's responsibility to ensure that all architectural guidelines, erosion and sediment control specifications, and construction practices, as indicated in the Development Guidelines contained herein are conformed and adhered to. The lot owner/builder acknowledges that the home plan approval is provided as a service and the City of Coquitlam assumes no responsibility for the accuracy of the information provided, or for any losses or damages resulting from the use thereof. The lot owner/builder further acknowledges that they will hold the City of Coquitlam harmless from action resulting from the use of this information.

**Signature of Lot Owner/Builder/Applicant:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Plans:** Approved ☐ Rejected ☐ \_\_\_\_\_  
**Design Consultant** **Date**

**Revisions Required:** Yes ☐ No ☐ **Revisions Received Date:** \_\_\_\_\_

**Security Deposit Received:** Yes ☐ No ☐ **Amount Received:** \$ \_\_\_\_\_

**Circle Deductions From Security Deposit:** 3rd Site Visit \$150 4th Site Visit \$150

3rd Review \$500 4th Review \$500 Other – details \_\_\_\_\_ \$ \_\_\_\_\_

End of Appendix D

# **Appendix L**

**Stage 1 Environmental Site Assessment  
(excludes Appendices which are available  
on request)**



## Stage 1 Preliminary Site Investigation – Report

### SITE: 1424 Coast Meridian Road, Coquitlam, BC

*Submitted to:*  
**CITY OF COQUITLAM**  
August 25, 2015



*Report by:*

**NEXT ENVIRONMENTAL INC.**

215 – 2550 Boundary Road  
Burnaby, BC V5M 3Z3 Canada  
Ph: 604.419.3800  
Fax: 604.419.3801  
[www.nextenvironmental.com](http://www.nextenvironmental.com)

*Investigator*

Ricki Sahota, B.Tech  
Environmental Specialist

*Reviewer*

Gordon Guy, M.Sc., P.Geo.  
Technical & Regulatory Lead



*Compliance Statement*

This report was completed in accordance with the Environmental Management Act and the regulations thereto as in effect at the date of the report. In addition, the report complies with Canadian Standard Association ("CSA") Standard Z768-01 – Phase I Environmental Site Assessment (R2012). The staff at NEXT has over 100 years of combined experience in environmental investigation and remediation of contaminated sites. NEXT has completed over 6000 environmental studies including Stage 1 and Stage 2 Preliminary Site Investigations, Detailed Site Investigations, Remediation Plans, Remediations, Risk Assessments, Confirmatory Sampling and Monitoring Reports. The reviewer has participated in, coordinated and/or reviewed all types of environmental studies. The staff work under the direct supervision of the senior reviewer, and has experience in on-site evaluations and investigations. Both the undersigned field staff and reviewer were directly involved in this project. **Report does not constitute warranty.** The assessment and conclusions in this report are based on the interpretation of information collected during investigations and/or from relevant knowledgeable parties/resources. The accuracy of the information available to or presented to NEXT cannot be warranted and/or is the responsibility of the issuers. NEXT does not therefore, warrant the information contained in this report. The responsibility of NEXT is to express an opinion on the information as obtained/presented regarding the environmental status of the Site, as at the date of the report. **Services considered confidential and cannot be relied on by third parties.** The contents of this report are confidential and are intended for the exclusive use of the Client and the Ministry of Environment, unless otherwise expressly permitted by NEXT. NEXT accepts no responsibility for any damages suffered by any third party as a result of decisions made or actions taken based on this report. Any use of the report or reliance on or decision made based on its contents by any third party is at the risk of said party. NEXT is not responsible for any representations made by the Client to a third party based on the contents of this report. The Client assumes full responsibility for damages sustained by any third party arising from representations made by the Client to a third party based on the contents of this report.

## **STAGE 1 PRELIMINARY SITE INVESTIGATION OPINION**

### **1424 Coast Meridian Road, Coquitlam, BC**

for  
City of Coquitlam

**Date of Report Validity:**  
**August 25, 2015**

This report summarizes the results of an environmental Stage 1 Preliminary Site Investigation conducted by Next Environmental Inc. In compliance with the Ministry's Environmental Management Act, this report assesses the likelihood of contamination by reviewing available information, following generally accepted consulting practice and standards. The accuracy of historical and current information cannot be warranted. Our responsibility is to express an opinion on the likelihood of contamination based on our review. Please note that this summary should be read in conjunction with the entire report.

<b>Likelihood of Significant Contamination</b>	<b>Low</b>
<b>Further Investigation Recommended</b>	<b>No</b>

## On-Site Investigation

Please refer to appendix for Stage 1 Methodology, List of Acronyms, and other attachments.

Site Civic Address(es)	1424 Coast Meridian Road, Coquitlam, BC		
Site Legal Address(es)	Lot 90, Section 13, Township 39, New Westminster District, Plan BCP32720 with respective PID 027-253-309		
Registered Owner(s)	<b>City of Coquitlam</b> 3000 Guilford Way Coquitlam, BC V3B 7N2		
Coordinates	49° 18' 1.8" N and 122° 45' 23.2" W		
Zoning	RS-8 (Large Village Single Family Residential)		
Current Land Use	Vacant (Fire Hall has relocated and no operations are currently on-Site).		
Future Land Use	According to Mr. Neil Jennings, of the City of Coquitlam, the Site will be re-developed into single-family residential homes.		
Date of Site Visit	August 20, 2015		
Previous Report(s)	None provided.		
Site Dimensions (max)	<b>Width:</b> ~60m	<b>Depth:</b> ~70m	<b>Area:</b> ~3000 m <sup>2</sup>
Current Operations	The Site is vacant with one building which was the former fire hall.		
Site configuration	The lot is irregular in shape with a rectangular building located near the center of the Site. The area directly east of the building is paved. Gravel, landscaping and/or vegetation covers the remainder of the Site.		
Year Built	circa 1980s		
% of Site covered by	<b>Building(s)</b> ~5%	<b>Hardtop</b> ~10%	<b>Soil/Landscaping</b> ~85%
Construction	Wood construction with concrete flooring.		
Heating/Cooling	Overhead natural gas heaters and air conditioning unit.		
Chemicals	No chemicals were observed on Site.		
Hazardous Building Materials	<p>Observed and/or typical building materials for a structure of this age that potentially contain hazardous substances include:</p> <ul style="list-style-type: none"> <li>• <b>Insulation, tiles, plaster, vinyl, jointing compounds (asbestos)</b></li> <li>• <b>Pre-1976 paint (lead)</b></li> <li>• <b>Thermostats, fluorescent lamps (mercury)</b></li> <li>• <b>Interior water damage (mould)</b></li> <li>• <b>Air conditioners, chillers (ozone-depleting substances)</b></li> <li>• <b>Transformers, light ballasts (PCBs)</b></li> </ul> <p>In the event of renovation or demolition of the Site, a hazardous materials or pre-demolition survey is recommended to address the potential presence of the substances listed in the report to satisfy applicable WorkSafe BC, CSR, and HWR requirements.</p>		

In-Ground Structures	<p>The following structure was identified:</p> <ul style="list-style-type: none"> <li>Catch-basin connected to the municipal system inside the fire hall garage</li> </ul> <p>Catch-Basin system may provide a preferential pathway for contaminants, but as chemicals would not be a significant component of the on-Site activities it would not be considered an environmental risk to the Site.</p> <p>Many fire halls have on-site pumps and storage tanks for fueling. Although there was no evidence of tanks or pumps during the Site visit, in the event of demolition and/or excavation, if a UST is discovered on-Site, NEXT recommends that an environmental consultant be on-Site during the UST removal and excavation of soil to collect confirmatory soil samples. The collection of confirmatory soil samples will allow for analytical analyses to identify the presence and/or absence of the PCoCs associated with heating oil and for proper off-Site disposal of the Soil.</p>
Above-Ground Structures	No above-ground structures were noted on-Site.
Grading/Drainage	Surface water in the exposed soil and/or vegetated areas infiltrated into the shallow subsurface soils. Surface runoff from the roofs and paved areas drained into the storm sewer system via roof drains and catch basins. The Site was noted to be relatively flat along the southern property line and the building. The Site sloped steeply to the south and southwest just south of the building.
Fill Material	None suspected.
Interviews	<p><b>Name:</b> Mr. Neil Jennings  <b>Position:</b> Site Representative for City of Coquitlam  <b>Contact:</b> 604-927-3653  <b>Site Familiarity:</b> Responsible for the Site for the last 4 months  <b>Notes:</b></p> <ul style="list-style-type: none"> <li>The Site has been vacant for about a year.</li> <li>He is not aware of any environmental spills on-Site or the adjacent properties.</li> </ul>
Schedule 2 Activities	None identified.
Environmental Management Authorization Database	None listed.
Site Registry Search	Site PID was not listed in the Site Registry.
Fire Insurance Map(s)	None Available for the Site.
City Directories	The Site not listed in the city directories until 1995 when it was identified as a fire hall. The Site was again unlisted in the 2000 city directory.
Aerial Photographs	The Site was undeveloped from 1940 to 1974. The 1984 to 2004 aerial photographs show the fire hall in its current configuration. No potential for environmental concern was identified specifically from the inspection of the aerial photographs.
BC Water Resource Atlas Search	No water wells were identified on the Site. As per Technical Guidance Document 6 of the Contaminated Sites Regulation, Drinking Water standards would apply to the Site, until further investigation proves otherwise.
Lost and Threatened Streams Search	No Lost/Threatened Streams were noted on or directly adjacent to the Site. Lost streams were sometimes filled in with suspect material or may provide a preferential pathway for the migration of contaminants. As there were no lost streams in close

## CITY OF COQUITLAM

CIT130401.01

### Stage 1 Preliminary Site Investigation

SITE: 1424 Coast Meridian Road, Coquitlam, BC

	proximity to the Site, this would not be an environmental risk to the Site.
Limitations	None.
Additional Observations	None.



## Off-Site and Regional Investigation

Regional Topography	Regional topography sloped downwards towards the southwest.
Nearest Waterbody	Unnamed creek located 130m east. A ditch system is in the process of being constructed along Coast Meridian Road approximately 10m east of the Site. Based on the proximity of the creek (<500m) and the future ditch, Aquatic Life Standards may apply to the Site, as per Technical Guidance Document 6 of the Contaminated Sites Regulation, unless further investigation proves otherwise.
Inferred GW Flow Direction	Based on topography towards the southwest.
GW Depth	Groundwater depth in the area is unknown.
Geology	Quaternary Pleistocene Vashon Drift and Capilano Sediments, consisting of <i>"lodgment and minor flow till, lenses and interbeds of substratified glaciofluvial sand to gravel, and lenses and interbeds of glaciolacustrine laminated stony silt up to 25 m thick but in most places less than 8 m thick; overlain by glaciomarine and marine deposits...Marine derived lag gravel normally less than 1 m thick containing marine shell casts has been found mantling till and glaciomarine deposits up to 175 m above sea level; above 175 m the till is mantled by a bouldery gravel that may be in part ablation till, in part colluvium and in part marine shore in origin"</i> .
GW Vulnerability	IIC – moderately developed, low vulnerability aquifer
BC Water Resource Atlas Search	Five water wells were found within a 500m radius of the Site, but all were located greater than 100m from the Site. As per Technical Guidance Document 6 of the Contaminated Sites Regulation, Drinking Water standards would apply to the Site, until further investigation proves otherwise.
Climate/Precipitation	See <a href="http://climate.weatheroffice.gc.ca/Welcome_e.html">http://climate.weatheroffice.gc.ca/Welcome_e.html</a>
Environmental Management Authorization Database	None.
Site Registry Area Search (500m)	No properties were identified within 500m of Site.
Fire Insurance Map(s)	None available for the area surrounding the Site.
City Directories	The surrounding area was either unlisted or residential from 1956 (oldest city directory available) to 2000 (latest city directory available).
Aerial Photographs	The area surrounding the Site was sparsely developed from 1940 (earliest aerial photograph available) to 1969. In 1974, residential development increased to the east of the Site. Residential development increased incrementally from 1974 to 2004 (latest aerial photograph available). No potential for environmental concern was identified specifically from inspection of the aerial photographs.
Additional Observations	None.



**AREAS OF LOW ENVIRONMENTAL CONCERN****On-Site**

Low Risk Issues	Rationale
None identified	N/A

**Off-Site**

Low Risk Issues	Rationale
None identified	N/A

**AREAS OF HIGH/MODERATE ENVIRONMENTAL CONCERN****On-Site Issues**

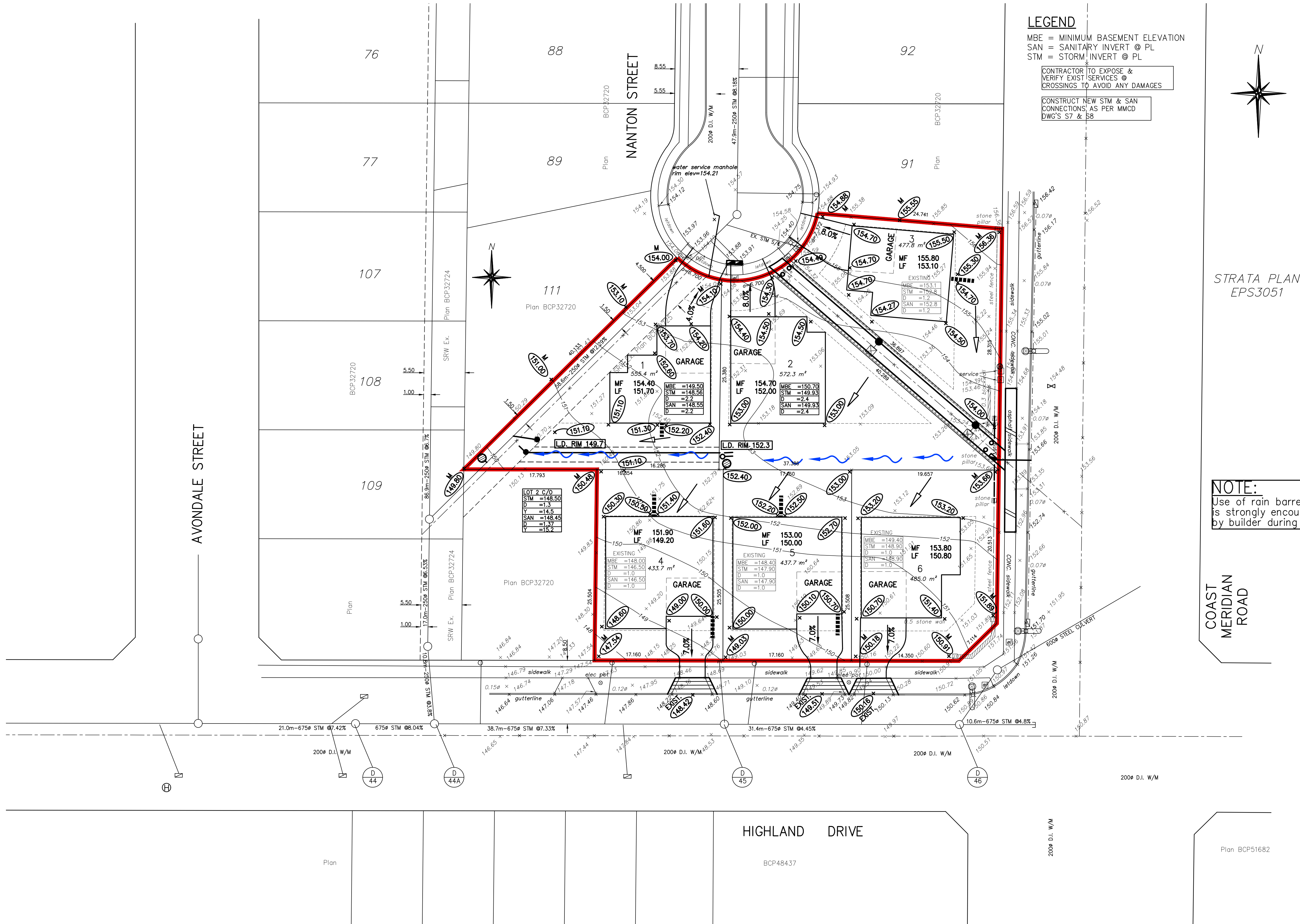
<b>Risk</b>	<b>APECs</b>	<b>Rationale</b>	<b>PCOCs</b>
High	None	N/A	N/A
Moderate	None	N/A	N/A

**Off-Site Issues**

<b>Risk</b>	<b>APECs</b>	<b>Rationale</b>	<b>PCOCs</b>
High	None	N/A	N/A
Moderate	None	N/A	N/A

# **Appendix M**

**As-Built Services Drawings, Lot Grading  
Plan (MBE) FOR INFORMATION PURPOSES  
DOES NOT REFLECT NEW LOT LINES FOR  
LOTS A AND B**

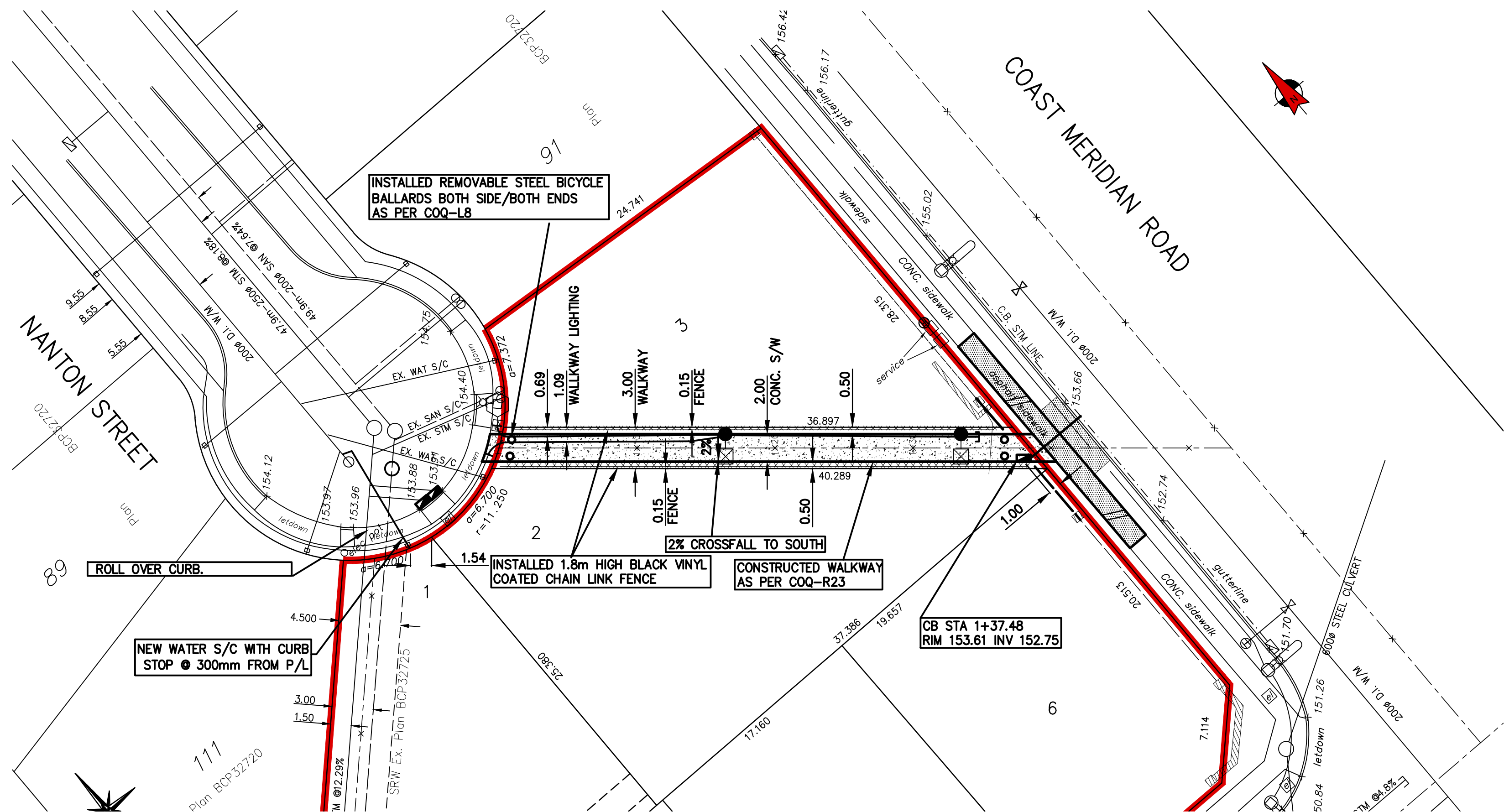


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				CITY OF COQUITLAM	ABM	4 OF 10
				ABM ENGINEERING SERVICES	ABM	JOB NO. C-2101-04

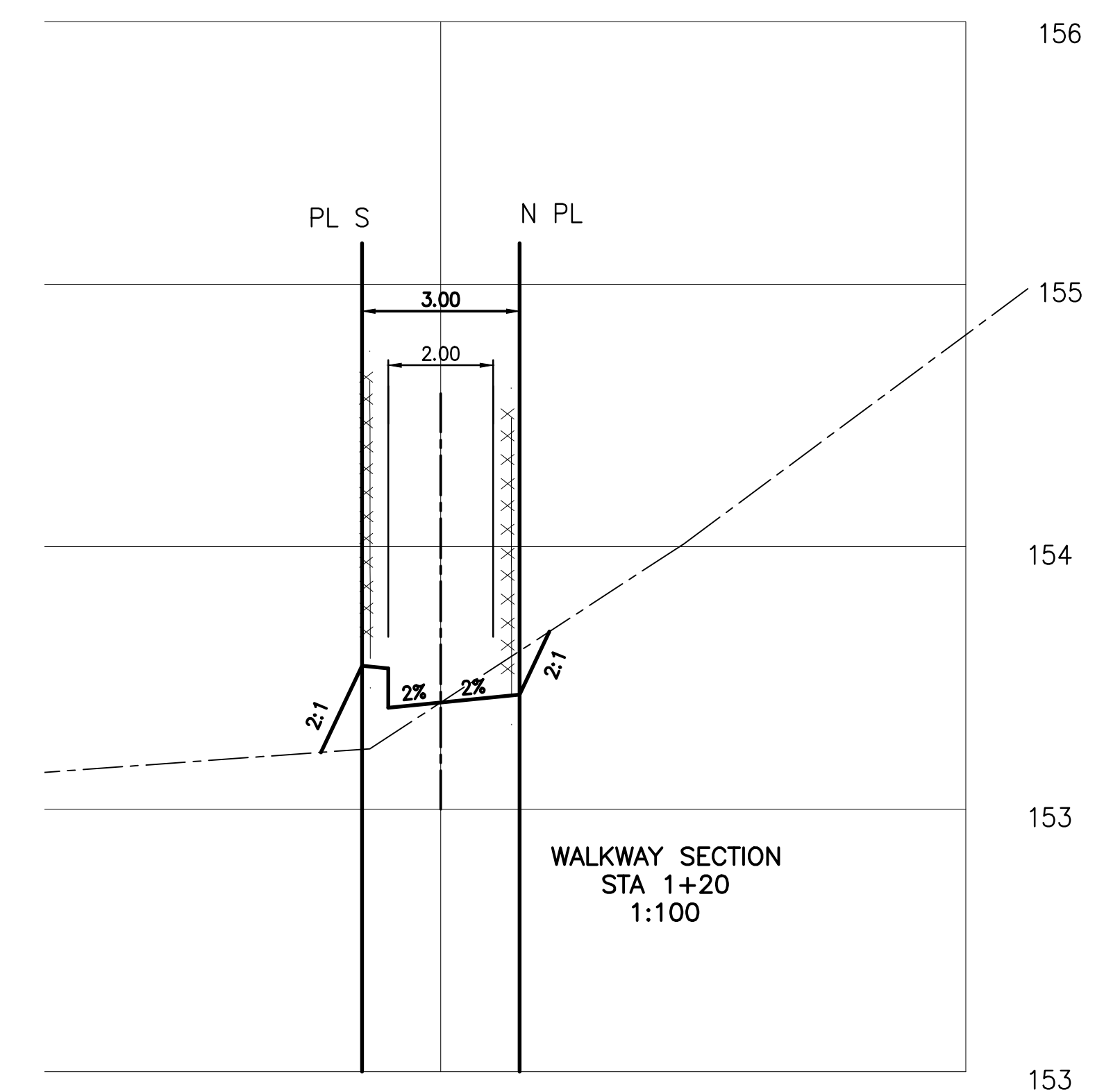
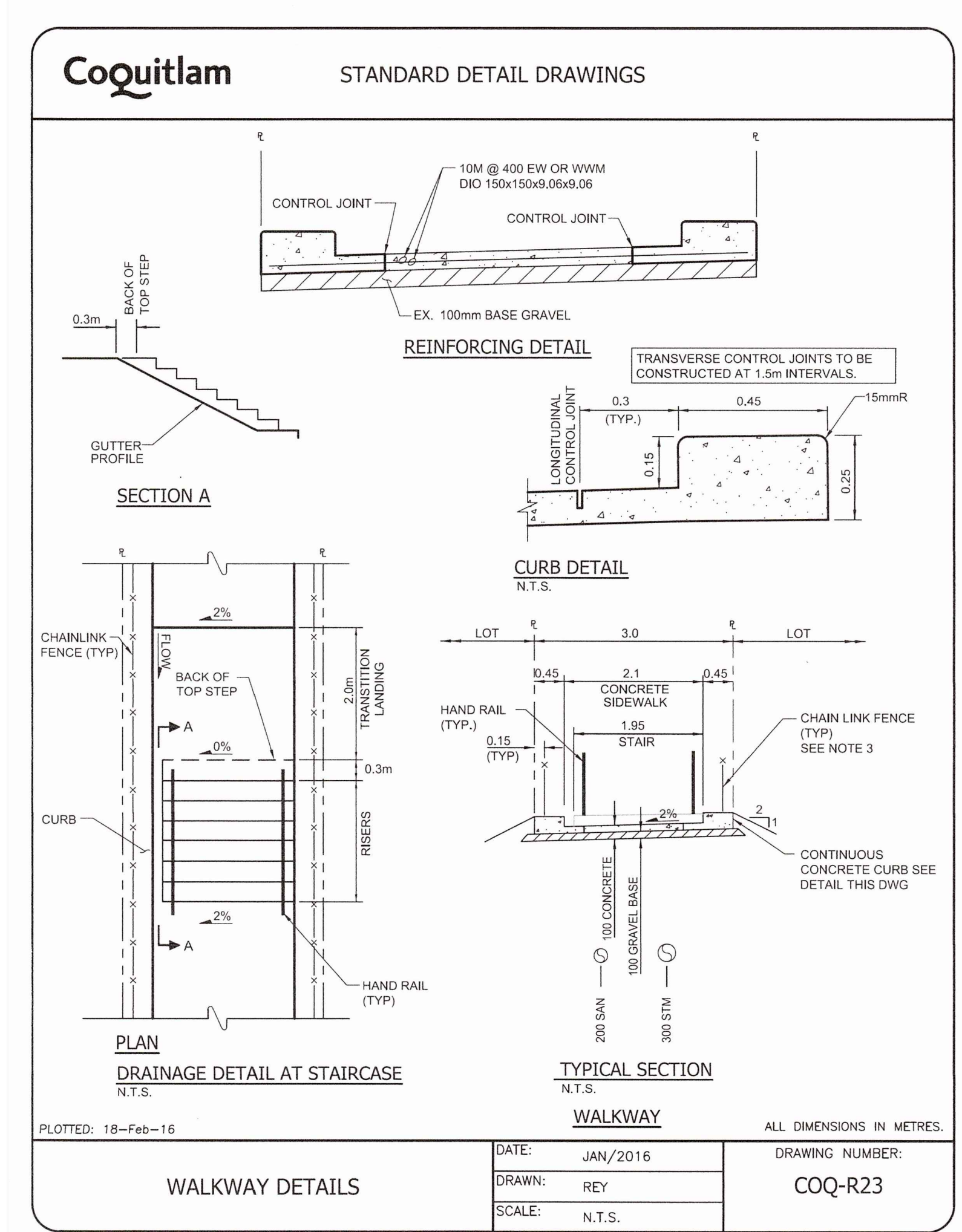
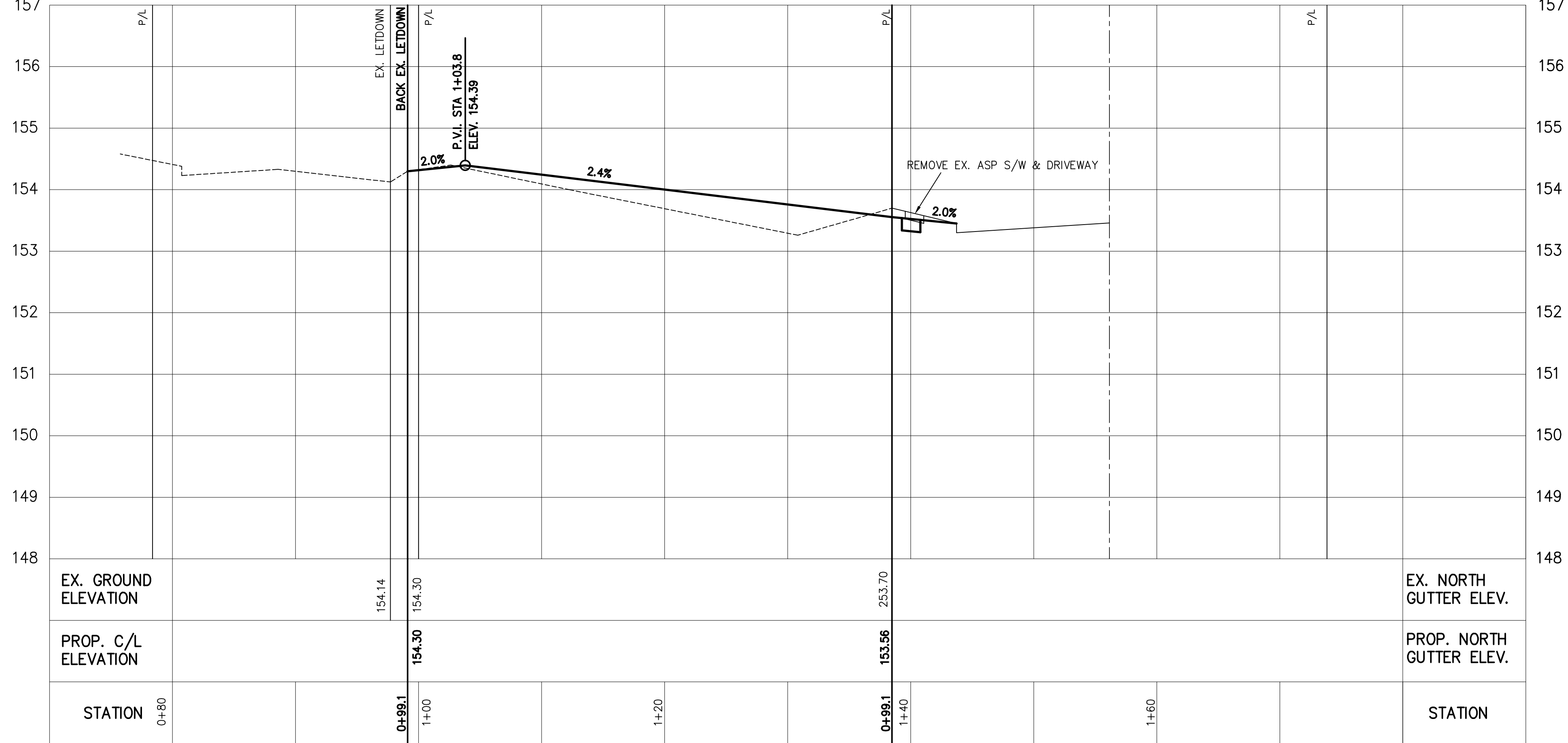








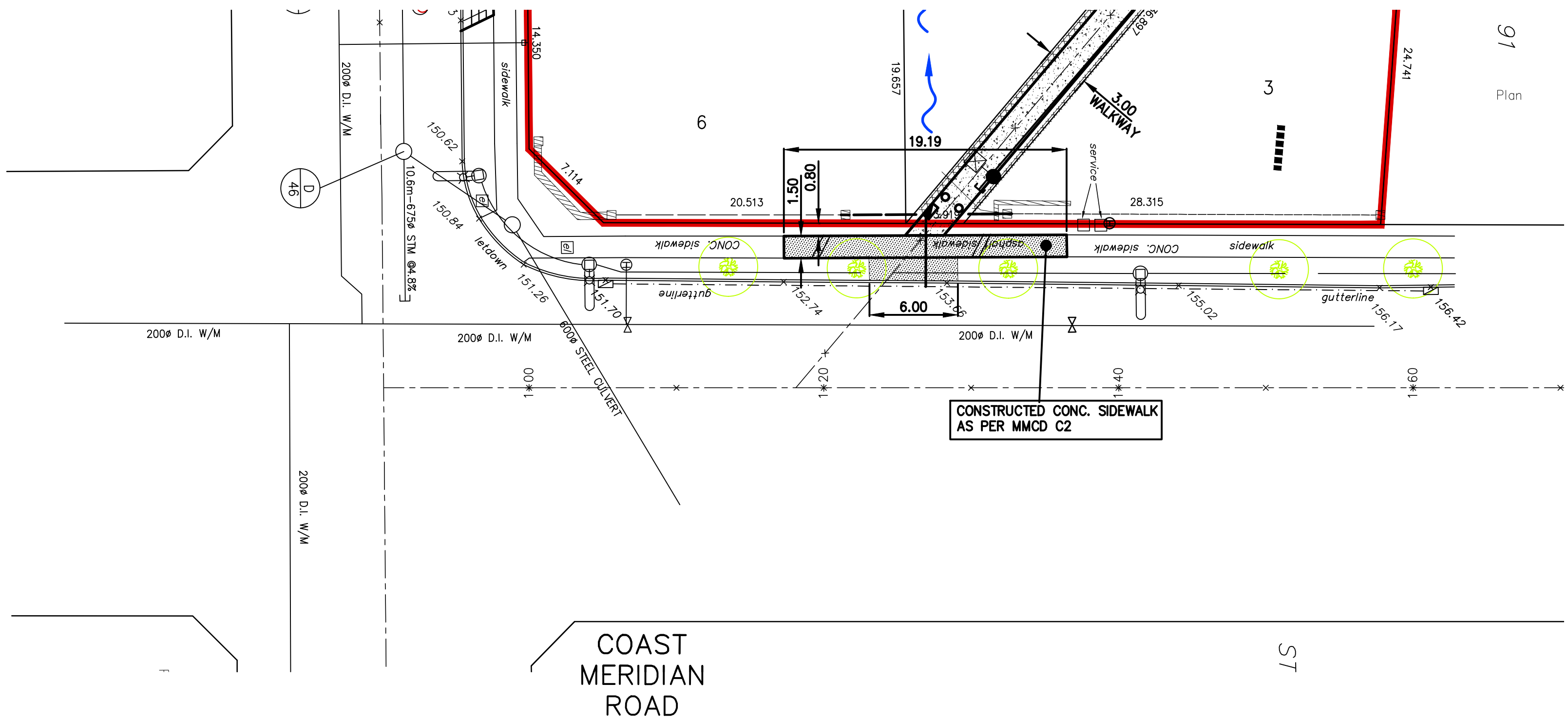
WALKWAY



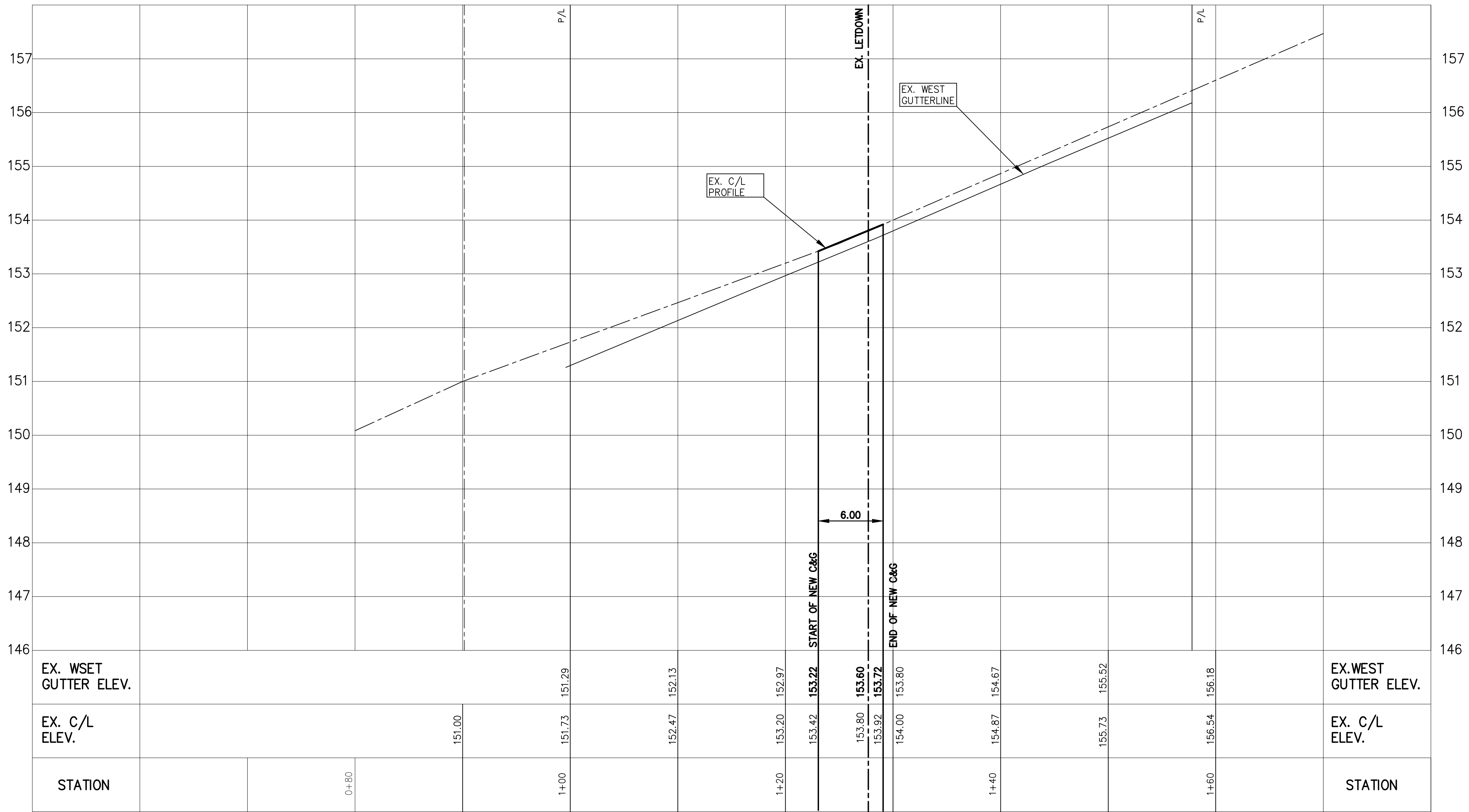
REV	DATE		DR	CLIENT	CITY OF COQUITLAM 1424 COAST MERIDIAN COQUITLAM	1424 COAST MERIDIAN COQUITLAM	 <b>ABM ENGINEERING SERVICES</b> Box 185, Maple Ridge, B.C. V2X 7G1      Phone (604) 462-7121	TITLE <b>WALKWAY NANTON STREET TO COAST MERIDIAN RD</b>	PROJECT NO. 0	
								SCALE HOR. 1:250 VER.	DATE 22-06-16	DRAWING NO. C-2101-01
								DRAWN AJD	CHECKED ABM	SHEET NO. 7 OF 10
1	AUG 26/16	1ST SUBMISSION	ABM	CITY OF COQUITLAM				DESIGN ABM		JOB NO. C-2101-11



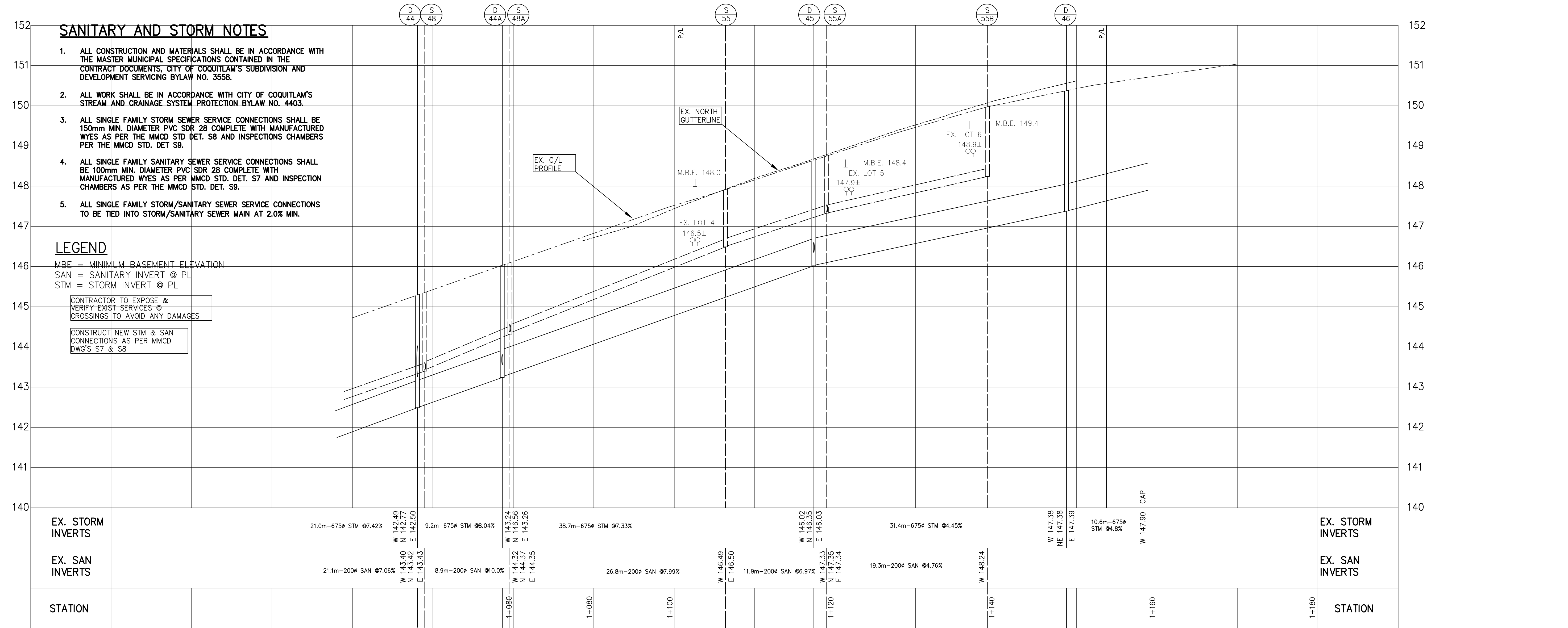
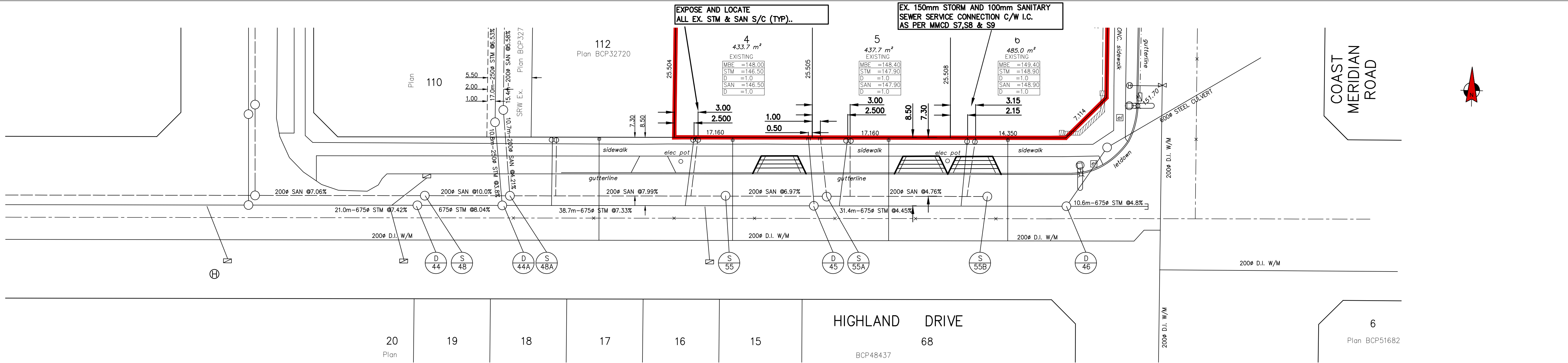
HIGHLAND DRIVE



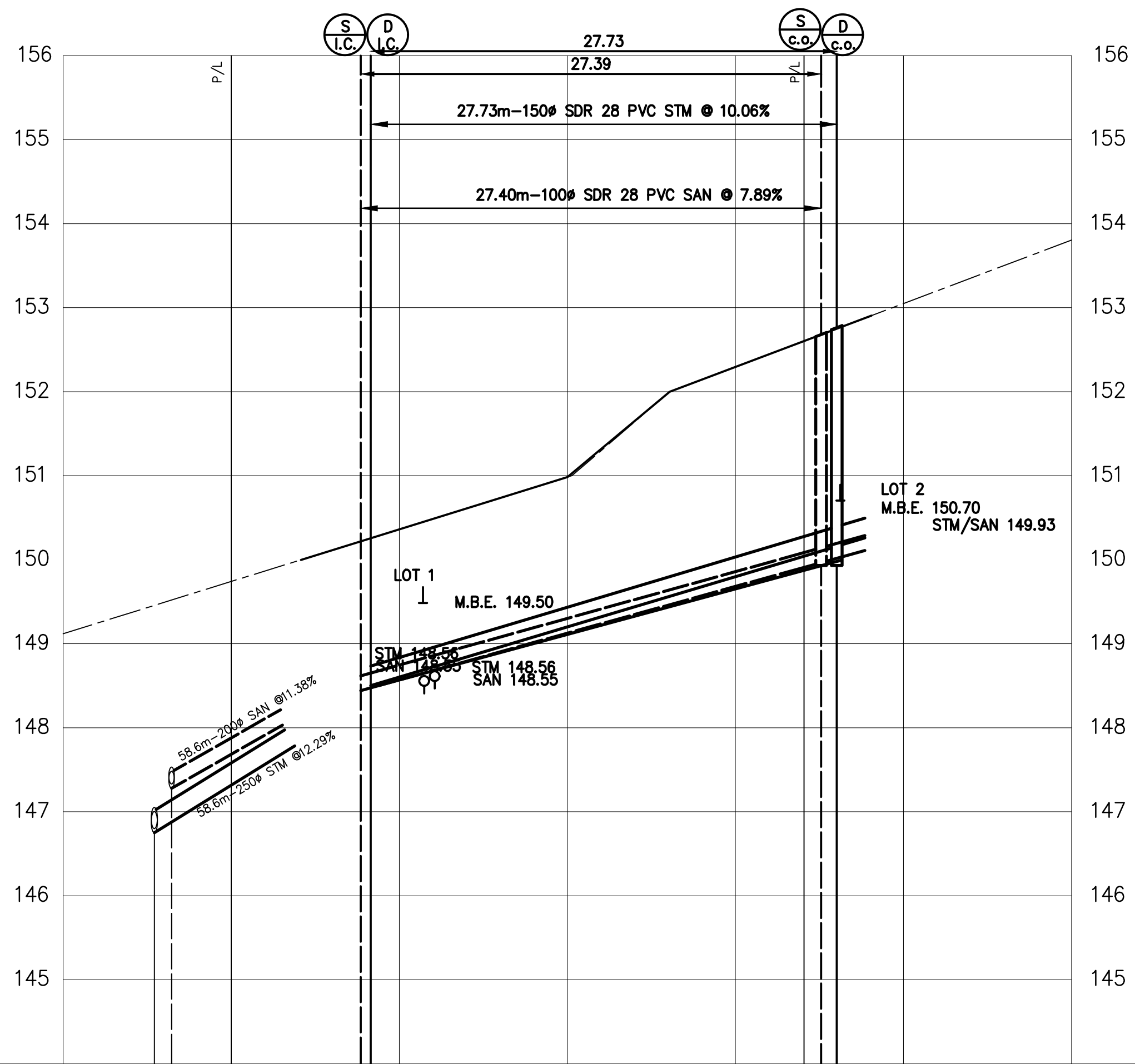
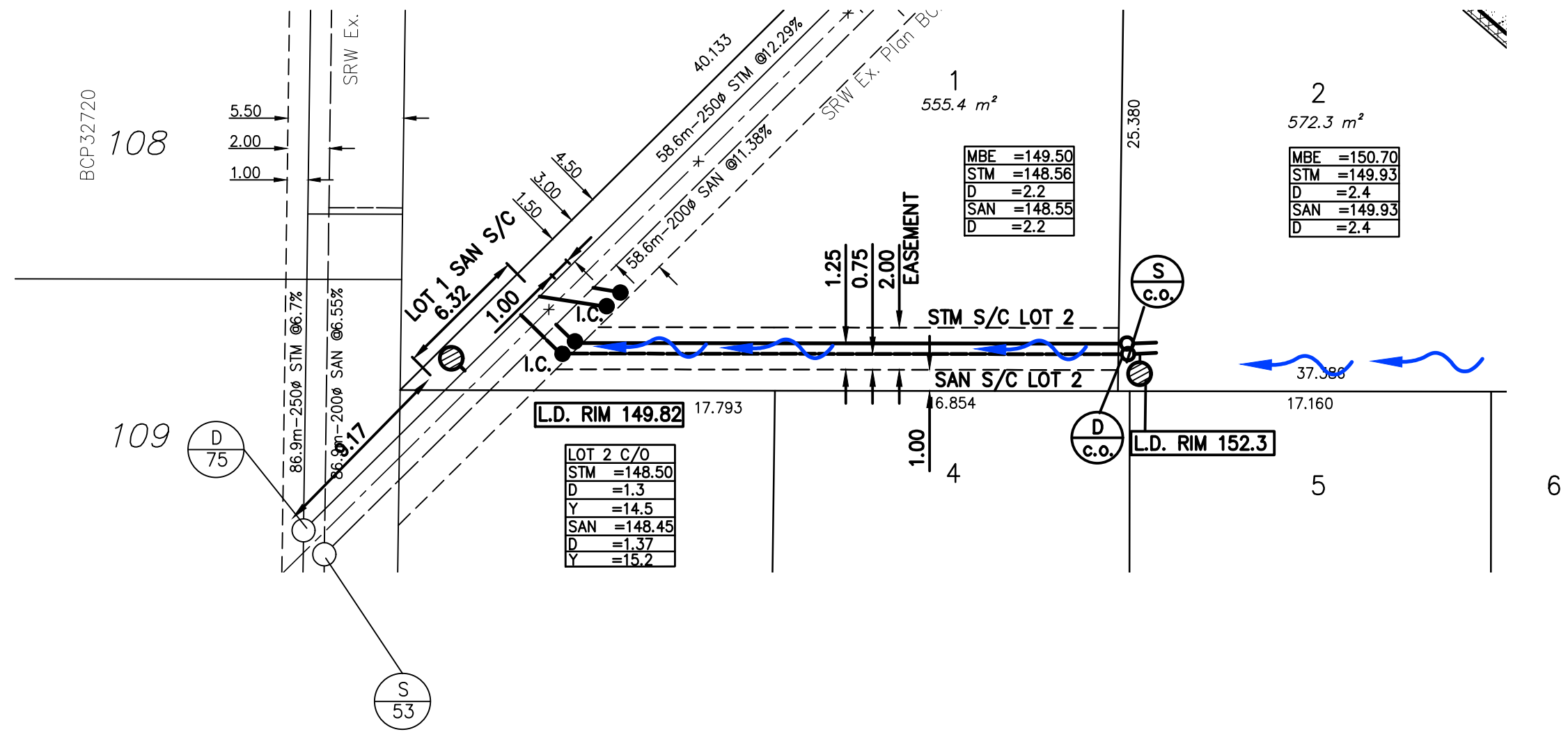
COAST  
MERIDIAN  
ROAD



REV	DATE	DR	CLIENT	1424 COAST MERIDIAN COQUITLAM	ABM ENGINEERING SERVICES	TITLE	PROJECT NO.
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						SCALE	DRAWING NO.
						HOR. 1:250	C-2101-01
						VER.	
						DRAWN	SHEET NO.
						AJD	8 OF 10
						DESIGN	JOB NO.
						ABM	C-2101-08
1	AUG 26/16	1ST SUBMISSION	ABM	CITY OF COQUITLAM			







STM INVERTS	146.75 S 146.80 N	146.80 E		147.10 E		149.93 W		STM INVERTS	
SAN INVERTS	147.28 S 147.33 N	147.38 E		147.60 E		149.93 W		SAN INVERTS	
STATION	1+00	1+04.2	1+05.3	1+07.7	1+08.3	1+20	1+35.1 1+38.1	1+40	STATION

LEGEND

MBE = MINIMUM BASEMENT ELEVATION  
SAN = SANITARY INVERT @ PL  
STM = STORM INVERT @ PL

CONTRACTOR TO EXPOSE &  
VERIFY EXIST SERVICES @  
CROSSINGS TO AVOID ANY DAMAGES

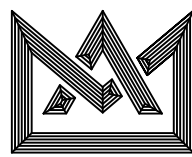
CONSTRUCT NEW STM & SAN  
CONNECTIONS AS PER MMCD  
DWG'S S7 & S8

REV	DATE	DR	CLIENT
3	FEB 13/18	AS-CONSTRUCTED	ABM
2	AUG 26/17	FINAL SUBMISSION	ABM
1	AUG 26/16	1ST SUBMISSION	ABM

CITY OF COQUITLAM  
1424 COAST MERIDIAN  
COQUITLAM

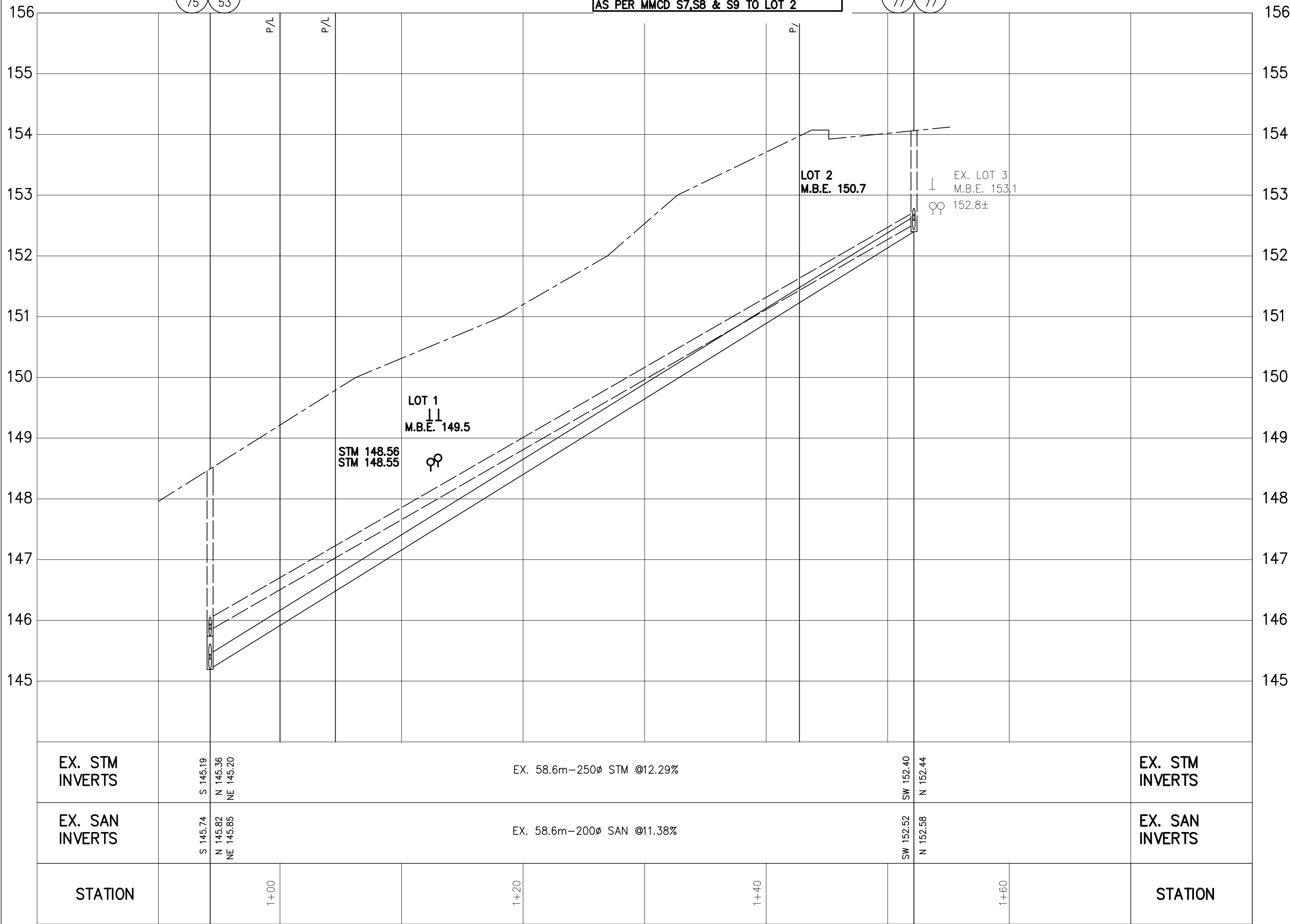
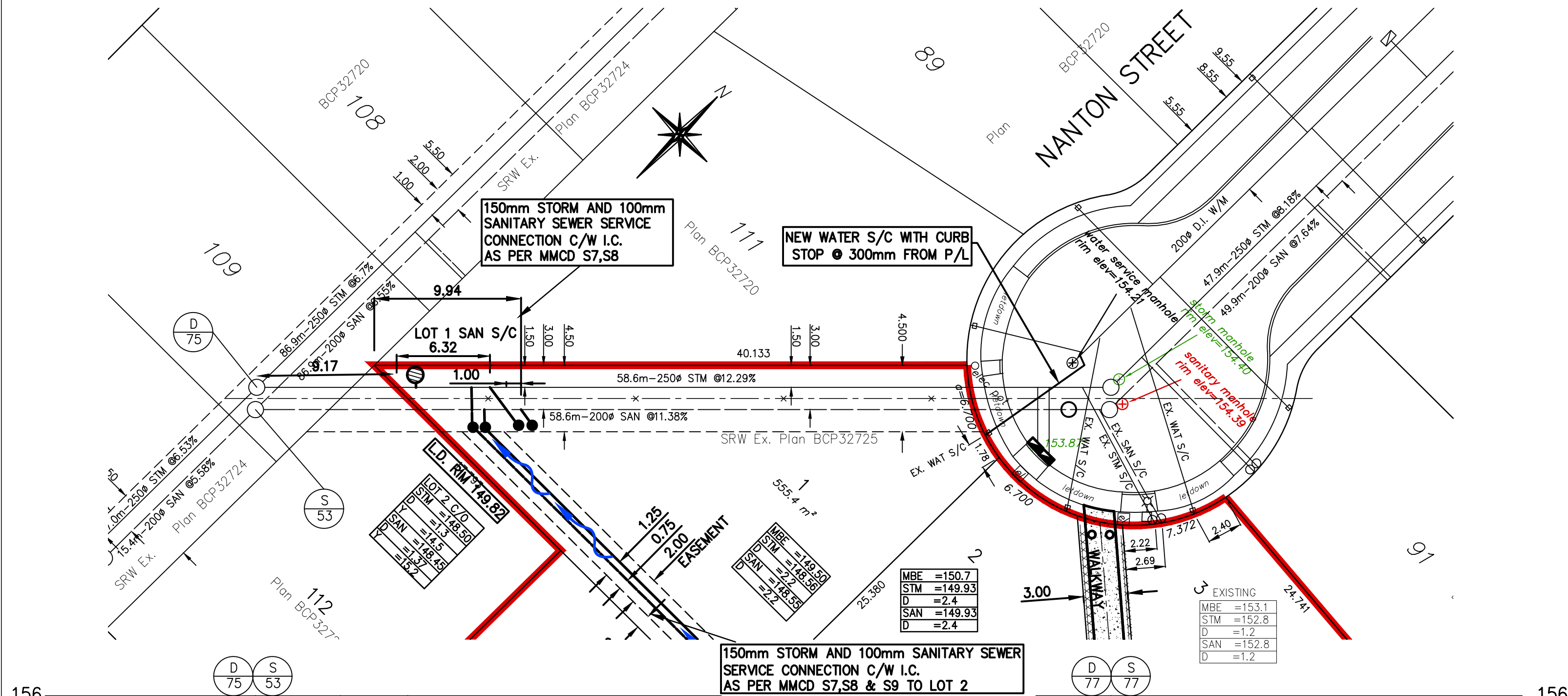
CITY OF COQUITLAM

1424 COAST MERIDIAN  
COQUITLAM



ABM ENGINEERING SERVICES  
Box 185, Maple Ridge, B.C. V2X 7G1 Phone (604) 462-7121

TITLE STM SAN PRIVATE EASEMENT	PROJECT NO. 0
SCALE HOR. 1:250 VER.	DATE 13-02-18 ABM ABM
DRAWN AJD	CHECKED ABM
DESIGN ABM	SHEET NO. 10 OF 10
	JOB NO. C-2101-10



**LEGEND**  
MBE = MINIMUM BASEMENT ELEVATION  
SAN = SANITARY INVERT @ PL  
STM = STORM INVERT @ PL  
CONTRACTOR TO EXPOSE & VERIFY EXIST SERVICES @ CROSSINGS TO AVOID ANY DAMAGES  
CONSTRUCT NEW STM & SAN CONNECTIONS AS PER MMCD DWG'S S7 & S8

REV	DATE	DR	CITY OF COQUITLAM 1424 COAST MERIDIAN COQUITLAM	1424 COAST MERIDIAN COQUITLAM		TITLE	PROJECT NO.	
						STM SAN SRW BCP 32725	0	
						SCALE	DATE	DRAWING NO.
						HOR. 1: 250	22-06-16	C-2101-01
						VER.	ABM	
			DRAWN	AJD	CHECKED	SHEET NO.		
						10A OF 10		
			DESIGN	ABM	ABM	JOB NO.		
						C-2101-10		
1	AUG 26/16	1ST SUBMISSION	ABM	CITY OF COQUITLAM		Box 185, Maple Ridge, B.C. V2X 7G1 Phone (604) 462-7121		

# **Appendix N**

## **RS-8 Zone Information**

## **PART 10 ONE-FAMILY RESIDENTIAL ZONES**

### **1008 RS-8 Large Village Single Family Residential**

#### **(1) Intent**

This zone provides for the development of single family lots with a minimum *lot* size of 400 square metres, with limited appropriate accessory uses.

#### **(2) Permitted Uses**

Principal uses, limited to:

- (a) *One-family residential*
- (b) *Civic use*, limited to public parks

Accessory uses, limited to:

- (a) *Boarding*, as limited under Section 508(1)
- (b) *Secondary Suite*, as limited under Section 508(2)
- (c) *Accessory advertising*, as limited under Section 508(3)(e)
- (d) *Accessory residential*, as limited under Sub-section (9)(a)
- (e) *Accessory home occupation*, as limited under Section 508(3)
- (f) *Accessory off-street parking*, as limited under Sub-sections 508(5), 1008(8)(e) and 1008(9), and Part 7

#### **(3) Conditions of Use**

Not applicable in this zone.

#### **(4) Lot Size**

- (a) A *one-family residential use* is not permitted on a *lot* having an area less than 400 m<sup>2</sup>.
- (b) The minimum *lot width* is 12 metres, except that for a *lot* having an *attached accessory parking structure* accessed from a fronting *street*, the minimum *lot width* is 12.8 metres.
- (c) Notwithstanding Sub-section (4)(b), the minimum *lot width* for a *lot* with an *exterior lot corner* is 13.1 metres.

**(5) Density**

- (a) The maximum density shall be 25 principal *buildings* per hectare.
- (b) The maximum *floor area* of the *principal building* on each *lot* is 365 m<sup>2</sup>, except that the *floor area* may be increased by up to 40 m<sup>2</sup> for an attached *accessory off-street parking use*.

**(6) Lot Coverage**

All *buildings* and *structures* together must not exceed a *lot coverage* of 45%.

**(7) Buildings Per Lot**

No more than one *principal building* is permitted per *lot*.

**(8) Setbacks**

- (a) *Buildings* and *structures* for the following *uses* must meet the siting distance from other *buildings and structures* where applicable and be sited no closer than the corresponding setbacks from the *lot lines* set out below:

<i>Use</i>	<i>Front Lot Line</i> (metres)	<i>Rear Lot Line</i> (metres)	<i>Interior Side Lot Line</i> (metres)	<i>Exterior Side Lot Line</i> (metres)
<i>One-family residential; and public parks</i>	4.0	6.2	1.2	3.0
<i>Accessory residential buildings and structures attached to or sited less than 1.6 metres from a building for residential use</i>	4.0	6.2	1.2	3.0
<i>Accessory off-street parking buildings and structures attached to or sited less than 1.6 metres from a building for residential use</i>	6.0 See Sub-sec. (9)(b)	6.2	1.2	3.0
<i>Detached accessory residential and accessory off-street parking buildings and structures where sited at 1.6 metres or more from a building for residential use</i>	See Sub-sections (8)(e), (9)(a) and (9)(b)	1.2	1.2	3.0

- (b) The siting distance is measured from the outermost limit of the *building* or any permitted projections, whichever is greater.

**RS-8 Large Village Single Family Residential**

- (c) The above setbacks may increase under Sections 518, 519 and 523 or decrease under Section 514.
- (d) Notwithstanding Section 514(2), covered porches are permitted to project by up to 1.7 metres into the front yard setback provided that:
  - (i) the porch shall have a usable floor space with dimensions that are no less than 1.5 metres by 3.0 metres;
  - (ii) the porch shall be open on at least two sides or protected by guard rails the height of which shall not exceed the minimum specified in the BC Building Code;
  - (iii) the porch is located at the basement or first *storey*; and
  - (iv) the porch is limited to a single *storey* in height, and its height does not exceed 4.0 metres, measured from the porch floor to the underside of the porch ceiling.
- (e) A minimum separation distance of 6.0 metres shall be maintained between the outermost projection of the rear face of the *principal building* and any detached *accessory buildings* or *accessory off-street parking structures*.
- (f) Section 514(1) of the Zoning Bylaw may be applied only within one interior side yard setback area, however, no unglazed projection other than chimneys may extend beyond a single *storey* in *height*; and with the exception of eaves, Section 514(2) does not apply to the *interior side lot line* setback requirements.

**(9) Location of Uses**

- (a) All detached *accessory buildings* shall be located in the rear yard.
- (b) All *accessory off-street parking structures* shall be located in the rear yard and access to *accessory off-street parking spaces* shall be from the *lane*.
- (c) The first *storey* of the *principal building* (including covered porches meeting the requirements under Sub-section (8)(d) and attached to the main front door entrance) must be:
  - (i) a minimum of 35% of the width of the buildings and structures facing the *front lot line*;
  - (ii) located at least 1.0 metre in front of any garage door(s); and
  - (iii) notwithstanding Sub-section (9)(c)(i), for a *lot* where the width of the *lot* at the *front lot line* is less than the minimum *lot* width as regulated under Sub-sections (4)(b) and (4)(c), Sub-section (9)(c)(i) will not apply.

**RS-8 Large Village Single Family Residential**

- (d) No more than two *accessory off-street parking* spaces may be contained within the *principal building*.
- (e) *Accessory off-street parking* uses are not permitted within an *exterior side lot line* setback, except for unenclosed parking for a *secondary suite*, which must not be within 6 metres of the *exterior lot corner*.

**(10) Height**

- (a) *Buildings and structures for one-family residential use* must not exceed a height of:
  - (i) 7.3 metres, or
  - (ii) 11.0 metres for *buildings and structures* having a roof slope with a pitch of 3 in 12 or greater for an area of at least 80% of all roof surfaces.
- (b) Detached *buildings and structures for accessory residential or accessory off-street parking* must not exceed a height, measured from *finished grade*, of:
  - (i) 3.7 metres; or
  - (ii) 4.6 metres, for an *accessory building* that has a roof with a pitch of 4 in 12 or greater for an area of at least 80% of all roof surfaces.

**(11) Building Size**

- (a) The uppermost *storey* of the *principal building* must be set back from the main floor front exterior *wall* so that the resulting *floor area* of the uppermost *storey* is no more than 85% of the *floor area* of the *storey* immediately below the uppermost *storey*.
  - (i) if the *storey* immediately below the uppermost *storey* is the first *storey*, which includes a front covered porch, the floor space of the front covered porch, measured to the outside edge of posts supporting the covered porch roof is added to the first *storey floor area* for this calculation;
  - (ii) if the *storey* immediately below the uppermost *storey* is the first *storey*, which includes an enclosed garage, the floor space of the enclosed garage is added to the first *storey floor area* for this calculation.
- (b) Sub-section (11)(a) does not apply:
  - (i) if in the case of a corner *lot*, there is a maximum of one *storey* of the *principal building* facing the narrowest *lot line* along the street; and
  - (ii) in all other cases, if there is a maximum of one *storey* of the *principal building* facing the street.
- (c) The maximum length of any *wall* of a detached *building or structure* for an *accessory residential use and an accessory off-street parking use* is 9.2 metres.

**1008            RS-8    Large Village Single Family Residential**

**(12)    Off-Street Parking and Loading**

The regulations under Part 7 apply.

**(13)    Other Regulations**

- (a)    Landscaping requirements for development in Northeast Coquitlam, under Part 5.
- (b)    The regulations under Part 2, Part 3, Part 4, Part 5, and Part 6 apply.