

DISCLOSURE STATEMENT
Real Estate Development Marketing Act of British Columbia
of
Saddleview Estates
Cowichan Valley Regional District, British Columbia

August 10, 2017

Developer: **Caromar Sales Ltd.**

Address for Service: c/o Lawson Lundell LLP
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Business Address: 616 – 1641 Lonsdale Avenue
North Vancouver, British Columbia V7S 3A6

Developer's Marketing Agent /
Real Estate Brokerage: Gary W. McInnis
Pemberton Holmes Ltd.
150 – 805 Cloverdale Avenue
Victoria, British Columbia V8X 2S9

The Developer reserves the right to use its own employees, or the employees of a company related to the Developer, to market the Lots in the Development. The Developer's employees, or the employees of such company related to the Developer, may or may not be licensed under the Real Estate Services Act and would not be acting on behalf of a purchaser. The Developer reserves the right to employ further or replacement licensed real estate agents licensed under the Real Estate Services Act to market the Development.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the offer to purchase and agreement of purchase and sale. That information has been drawn to the attention of _____ [insert purchaser's(s) name(s)], who has confirmed that fact by initialling in the space provided here:

Purchaser

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Initials

DISCLAIMER

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

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

SADDLEVIEW ESTATES
DISCLOSURE STATEMENT
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EXHIBITS

Exhibit "A"	Subdivision Plan EPP26101 and Subdivision Plan EPP67975
Exhibit "B"	Statutory Building Scheme
Exhibit "C"	Summary of Notations and Encumbrances
Exhibit "D"	Form of Offer to Purchase and Agreement of Purchase and Sale
Exhibit "E"	Geotechnical Hazard Assessment
Exhibit "F"	Assessment Report (Riparian Areas) dated August 29, 2011
Exhibit "G"	Second Assessment Report (Riparian Areas) dated July 11, 2016
Exhibit "H"	Zoning Bylaw

SADDLEVIEW ESTATES

1. THE DEVELOPER

1.1 The Developer

The developer (the "**Developer**") is Caromar Sales Ltd. The Developer is a British Columbia company recognized under the *Business Corporations Act* (British Columbia) on December 31, 1984 under incorporation number BC0286799 as a result of an amalgamation of Carmac Properties Ltd. (Inc. No. BC0176566) (incorporated June 14, 1978), Caromar Sales Ltd. (Inc. No. BC0040631) (incorporated January 14, 1958) and Vantega Holdings Ltd. (Inc. No. BC0183012) (incorporated November 20, 1978).

1.2 Purpose and Assets

The Developer was not formed for the purpose of developing the subdivision lots that form the development (the "**Development**"); the Developer has various real estate assets throughout British Columbia.

1.3 Registered and Records Office Address

The registered and records office for the Developer is:

1600 – 925 West Georgia Street
Vancouver, B.C. V6C 3L2

1.4 Directors

The directors of the Developer are Mark A. Wimmer, Carl P. Wimmer and Ralph A. Wimmer.

1.5 Developer's Background

- (a) The following is a description of the nature and extent of the experience that the Developer and the directors and officers of the Developer have in the real estate development industry:
- (i) The Developer, has been involved in various residential and commercial real estate developments throughout British Columbia including the subdivision to the immediate west of this development, as well as various retail developments in Kitimat, Surrey, Courtenay and the Lower Mainland;
 - (ii) Mark A. Wimmer has more than thirty-nine (39) years of experience in the real estate development industry, having been involved in residential and commercial development throughout British Columbia;
 - (iii) Carl P. Wimmer has more than forty-six (46) years of experience in the real estate development industry, having been involved in residential and commercial development throughout British Columbia; and
 - (iv) Ralph A. Wimmer has more than forty-five (45) years of experience in the real estate development industry, having been involved in residential and commercial development throughout British Columbia.

- (b) To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the Developer has not, nor has any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the Developer, any principal holder(s) of the Developer, or any director or officer of:

- (i) the Developer; or
- (ii) any principal holder of the Developer,

has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (d) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the principal holder(s) of the Developer, or any director or officer of:

- (i) the Developer; or
- (ii) any principal holder of the Developer,

has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

- A. was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
- B. was declared bankrupt or made a voluntary assignment in bankruptcy made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

1.6 Conflicts of Interest

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of development units in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Municipal Address and Legal Description

The Development is located on lands in the Cowichan Valley Regional District (the "CVRD") of British Columbia, which lands are presently legally described as follows:

Lot 1 Section 7 Range 7 Sahtlam District Plan EPP26101

Lot 2 Section 7 Range 7 Sahtlam District Plan EPP26101

(collectively, "**Lots 1 - 2**")

Parcel B (DD8656811) of Section 7 Range 7 Sahtlam District Except Part in Plan EPP18482 and EPP26101

("Parcel B", and together with Lots 1 - 2, the "**Lands**").

Five (5) parcels will be subdivided from Parcel B and titles for the individual parcels will be created by the deposit of a final surveyed subdivision plan ("**Subdivision Plan EPP67975**") for the Development in the Land Title Office. Following the deposit of Subdivision Plan EPP67975, it is expected that the parcels will be legally described as follows:

Lot 3 Section 7 Range 7 Sahtlam District EPP67975

Lot 4 Section 7 Range 7 Sahtlam District EPP67975

Lot 5 Section 7 Range 7 Sahtlam District EPP67975

Lot 6 Section 7 Range 7 Sahtlam District EPP67975

Lot 7 Section 7 Range 7 Sahtlam District EPP67975

("Lots 3 - 7", and together with Lots 1 - 2, the "**Lots**", and individually, a "**Lot**").

Each Lot will be a separate Lot and will be owned individually. Municipal addresses will not be assigned to any Lot until the purchaser of that Lot has obtained a building permit from the CVRD to construct a home on such Lot.

(b) General Description

It is intended that the Development will be a residential development consisting of a total of seven (7) Lots. As shown on Subdivision Plan EPP26101 attached hereto as Exhibit "A", the Lands currently include Lots 1 - 2. As shown on Subdivision Plan EPP67975 attached hereto as Exhibit "A" (together with Subdivision Plan EPP26101, the "**Subdivision Plans**"), Parcel B will be subdivided into five (5) Lots so that, upon such subdivision, the Lands will include Lots 3 - 7.

The general layout of the Development and the dimensions and location of the Lots are shown on the Subdivision Plans attached hereto as Exhibit "A". The dimensions, areas, lot lines and locations of the Lots shown in any sales brochures or other marketing materials are provided for

informational purposes only and are not represented as being the actual final areas, lots lines, dimensions or locations of the Lots.

The municipal addresses of any one or more of the Lots will be determined by the CVRD when the purchaser of any one or more of the Lots obtains a building permit from the CVRD for the Lot(s).

Vehicular access to Lots 1 through 7 is via an access road (the "**Access Road**") which has been dedicated as "Appaloosa Way" on the Subdivision Plans and has been constructed by the Developer. The Developer intends to construct an additional road between Lots 4 through 7 for vehicular access to potential future "phases" of the Development.

(c) Neighbouring Lands

The Development is directly adjacent to lands located to the South and West of the Development. The lands located to the West of the Development are Crown lands and the lands located to the South of the Development are owned by the Developer. The Developer intends to develop the lands located to the South of the Development as additional "phases" of Saddleview Estates.

Notwithstanding anything else provided herein, the statements contained in this Disclosure Statement relating to neighbouring lands and lands proximate to and in the vicinity of the Development are statements of the Developer's foresight and intentions only and accordingly, the Developer makes no representation or warranty as to the future use of the neighbouring lands and no representation or warranty that neighbouring lands will be developed as described herein, this Disclosure Statement being solely in respect of the Development only. The use of the neighbouring lands and lands proximate to and in the vicinity of the Development may vary from that anticipated by the Developer as of the date of this Disclosure Statement.

2.2 Permitted Use

The zoning applicable to the Lands is, as of the date of this Disclosure Statement, R-5 Zone – Comprehensive Development Residential ("**R-5**"), a copy of which is attached hereto as Exhibit "H". Under the CVRD Electoral Area "E" Zoning Bylaw (the "**Zoning Bylaw**"), the permitted uses under the R-5 zoning category are as follows:

- (a) One single family dwelling per parcel;
- (b) Agriculture, horticulture, including horse riding arena and boarding stable, subject to Section 8.9(b)(4);
- (c) Home occupation;
- (d) Bed and Breakfast accommodation;
- (e) Daycare, nursery school accessory to a residential use; and
- (f) Secondary suite or small suite
(collectively, the "**Uses**").

All Lots will be subject to the Zoning Bylaw, other municipal bylaws applicable to the Development, the development permit issued for the Development, and the existing and proposed encumbrances referred to in Sections 4.3 and 4.4. Please refer to Exhibit "H" for the R-5 Conditions of Use. Further information and details about zoning requirements and permissible uses can be obtained from the CVRD's Development Services Department. Staff can be contacted as follows:

Address:	175 Ingram Street, Duncan, B.C. V9L 1N8
Phone:	(250)-746-2620 or 1-800-665-3955
E-mail:	ds@cvrld.bc.ca
Website Address:	https://www.cvrld.bc.ca/70/Development-Services

2.3 Building Construction

The Developer intends to register a statutory building scheme (the "**Statutory Building Scheme**"), substantially in the form attached hereto as Exhibit "B", on title to each of the Lots with respect to the homes to be constructed within the Development. Purchasers of the Lots will be responsible for construction of a home upon the Lot they purchase and will be required to adhere to the terms of the Statutory Building Scheme.

Purchasers of each Lot will be responsible for complying with all applicable building restrictions, including those set out in the Zoning Bylaw, municipal bylaws, and the Statutory Building Scheme.

The Developer reserves the right to make such revisions to the Statutory Building Scheme attached hereto as Exhibit "B" as required by the Land Title Office in order to put same into registrable form.

3. SERVICING INFORMATION

3.1 Utilities and Services

The Developer has provided municipal and utility services to the Development, being electricity and the asphalt-paved Access Road. The connection of any utility or service to any future home constructed on a Lot will be the responsibility of the owner of such Lot. Particulars of certain of the utilities and services referred to above are as follows:

- (a) Water. A water well capable of supplying potable water meeting the CVRD bylaw requirements has been drilled on each Lot by the Developer. The final construction of the wells will be the sole responsibility of the purchaser of each Lot.
- (b) Electricity. The Development will be serviced by an aboveground conduit for primary electrical servicing along the Access Road. Hydro service will be supplied to each Lot by BC Hydro and Power Authority upon application for and payment of the applicable application, hook-up and handling charges by the purchaser of the applicable Lot. Permits for hook-up of services to improvements and installing of services will be the responsibility of the purchaser of each Lot. Connection and hook-up charges, as well as monthly usage charges, will be billed separately by BC Hydro and Power Authority to the purchaser of each Lot.
- (c) Septic Sewer. Each Lot will be serviced by a septic field and the construction of such septic fields will be the responsibility of each purchaser of a Lot.
- (d) Natural Gas. The Development will not be serviced for natural gas.
- (e) Fire Protection. Municipal fire fighting services will be provided to the Development by the Sahtlam Volunteer Fire Department. Purchasers of the Lots will be responsible for carrying out the installation of any sprinkler systems contained in the buildings constructed thereon, including all costs associated therewith, as well as for the cost of municipal fire protection services, as assessed by the CVRD.

- (f) Telephone. At the request of the purchaser of each Lot, Telus will supply telephone servicing for such Lot and the installation of such service will be provided by Telus subject to their installation schedule. It will be the responsibility of each purchaser of a Lot to obtain telephone service for such Lot and the cost of obtaining such telephone service will be at the sole cost of the purchaser of such Lot. Connection and hook-up charges, as well as monthly usage charges, will be billed separately by Telus to the purchaser of each Lot.
- (g) Cable Television. At the request of the purchaser of each Lot, Shaw will supply cable servicing for such Lot and the installation of such service will be provided by Shaw subject to its installation schedule. It will be the responsibility of each purchaser of a Lot to obtain cable television service for such Lot and the cost of obtaining such cable television service will be at the sole cost of the purchaser of such Lot. Connection and hook-up charges, as well as monthly usage charges, will be billed separately by Telus to the purchaser of each Lot.
- (h) Access. Access to and from the Development is by way of the Access Road and is connected to Belvedere Crescent to the East and Jordan's Lane to the North.
- (i) Garbage / Recycling. Garbage and recycling pick-up services for the Development will be provided by the CVRD and the costs for this service will form a part of the property taxes charged by the CVRD for each Lot.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

Lots 1 – 2 located on those certain lands situate in the CVRD are presently legally described as follows:

Lots 1 – 2 Section 7 Range 7 Sahtlam District Plan EPP26101 ("**Lots 1-2**").

Lots 3 – 7 will be subdivided out of a portion of those certain lands situate in the CVRD which are presently legally described as follows:

Parcel B (DD865681I) of Section 7 Range 7 Sahtlam District Except Part in Plan EPP18482 and EPP26101 ("**Parcel B**", and together with Lots 1 - 2, the "**Lands**").

Following the deposit of Subdivision Plan EPP67975 in the Land Title Office, it is expected that Lots 3 – 7 will be legally described as follows:

Lots 3 – 7 Section 7 Range 7 Sahtlam District EPP67975 ("**Lots 3 – 7**").

4.2 Ownership

The Developer is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement, the legal notations and encumbrances registered against title to the Lands are listed and summarized in Exhibit "C" attached hereto.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered against the title to the Lands, and following registration of the Final Subdivision Plan, against title to the Lots:

- (a) mortgage(s) and assignment(s) of rents (collectively, the "**Future Financial Encumbrances**") in favour of one or more third party lender(s), securing the construction financing required by the Developer to complete the construction of the Development (see Section 6.2 – Construction Financing);
- (b) easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of B.C. Hydro, TELUS, Shaw, Terasen Gas, utilities, communications suppliers, public authorities, municipalities or any other applicable government authority or public or private utility with respect to provision of utilities to the Development or in connection with approval of the development, construction and occupation of the Lands, the Development, and the Lots;
- (c) while the Developer is not aware of any pending claims of builders liens and certificates of pending litigation (collectively, the "**Claims**"), the Developer acknowledges that it is not uncommon for Claims to be registered by third parties against the title to a development property during the course of the construction of a development, whether or not such Claims are valid. Accordingly, Claims may be registered against title to the Lands or the Lots. If any Claims are registered, then the Developer will use commercially reasonable efforts to remove all such Claims, and anticipates that in most cases a discharge of a Claim will be filed with the Land Title Office within two weeks of the Developer becoming aware of such Claim. In any event, the Developer confirms that it will file a discharge of any Claims registered against title to a Lot with the Land Title Office prior to the closing of the purchase and sale of that Lot; and
- (d) any and all such non-financial encumbrances and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the CVRD, other governmental authorities or utilities in connection with the construction of the Development.

4.5 Outstanding or Contingent Litigation and Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Lots or the owners of the Lots.

4.6 Environmental Matters

The Developer is not aware of any flooding danger to the Lands. The Developer is also not aware of any dangers in connection with the Development in respect of the condition of the soil or subsoil. For more information as to the environmental issues relating to Lots 3 – 7 see Section 7.4(c) below.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The construction and installation of the utilities and services described in Section 3.1 above has been completed by the Developer.

5.2 Warranties

There will not be any warranty coverage with respect to improvements upon the Lots, as the construction of homes upon the Lots will be the responsibility of individual purchasers.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Preliminary Layout Approval (the "PLA") for the Development was issued by the Ministry of Transportation and Infrastructure ("MOTI") on February 5, 2016, pursuant to which preliminary layout approval was granted by MOTI's approving officer, subject to the Developer satisfying the conditions set out in the PLA, including the submission of requisite documentation, provision of adequate security as required by the MOTI, and payment of applicable fees. Lots 1 – 2 were created by registration of Subdivision Plan EPP26101 on July 22, 2014.

Subdivision Plan EPP67975 creating Lots 3 - 7 of the Development has been approved in principle by MOTI's approving officer and execution of Subdivision Plan EPP67975 by MOTI's approving officer is subject to the Developer satisfying certain conditions within the Developer's control.

6.2 Construction Financing

The Developer is not currently considering obtaining further financing for the construction of the Development. Any construction financing obtained by the Developer may be secured by registration of the Future Financial Encumbrances against title to the Lots (see Section 4.4(a) – *Proposed Encumbrances*). Any Future Financial Encumbrances will be discharged from title to individual Lots within a reasonable time following or in conjunction with the transfer of title to each individual purchaser.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received from purchasers of Lots will be held in trust by the Developer's solicitors or a licensee under the *Real Estate Services Act* (British Columbia), solicitor or notary public as is appointed by the Developer, in accordance with the terms of the applicable contract of purchase and sale (the proposed form of which is attached as Exhibit "D") and the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (a) an instrument evidencing the interest of the purchaser or lessee in the Lot has been filed for registration in the appropriate Land Title Office, or
- (b) the Purchase Agreement (as defined in Section 7.2 below) has been earlier terminated.

The Developer may, at its option, enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by purchasers of the Lots may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* (British Columbia) and to allow the deposits paid by purchasers of the Lots to be released to the Developer.

7.2 Purchase Agreement

- (a) The Developer's form of Offer to Purchase and Agreement of Purchase and Sale (the "**Purchase Agreement**") is substantially in the form attached hereto as Exhibit "D".
- (b) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.
- (c) The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer directly to the Purchase Agreement for the actual provisions summarized in this Section 7.2.
- (d) Pursuant to the terms of the Purchase Agreement, the Seller may terminate the Purchase Agreement if:
 - (i) the Buyer defaults on any of the Buyer's obligations as set out in the Purchase Agreement (see subparagraph 3.2(b) of Schedule "A" to the Purchase Agreement);
 - (ii) (x) any act of God, accident or other event beyond the reasonable control of the Seller, or (y) any condition discovered within the Development or in the vicinity of the Development, including, without limitation, any soil or environmental condition, or (z) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Seller to perform its obligation under the Purchase Agreement (see paragraph 10.1 of Schedule "A" to the Purchase Agreement); or
 - (iii) all payments on account of the Purchase Price and any other monies payable by the Buyer under the Purchase Agreement are not paid when due as such date may be extended (see paragraph 14.1 of Schedule "A" to the Purchase Agreement).
- (e) Pursuant to the terms of the Purchase Agreement, the time for completing the sale of a Lot may be extended:
 - (i) if the Seller is delayed from preparing a Lot for transfer or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the Seller (see subparagraph 5.1 of Schedule "A" to the Purchase Agreement);
 - (ii) at the Seller's option if all payments on account of the Purchase Price and any other monies payable by the Buyer under the Purchase Agreement are not paid when due (see subparagraph 14.1(b) of Schedule "A" to the Purchase Agreement); or
 - (iii) at the Seller's option if the Buyer's default continues beyond the last extended day for completion in accordance with subparagraph 14.1(b) of Schedule "A" to the Purchase Agreement (see paragraph 14.1 of Schedule "A" to the Purchase Agreement).
- (f) Pursuant to the terms of the Purchase Agreement, a Buyer of a Lot may only assign his/her rights under the applicable Purchase Agreement with the prior written approval of the Developer. Notwithstanding any such assignment, a Buyer who assigns his/her

interest will remain liable to the Developer for the obligations of the Buyer under the Purchase Agreement. As a condition of the Developer approving any assignment, the Buyer will be obligated to pay to the Developer an assignment fee in an amount equal to 2% of the purchase price (which fee will be waived by the Developer in the case of an assignment by a Buyer to his/her spouse, child, grandchild, parent or sibling, or a corporation which is owned and controlled by the Buyer) and deliver to the Developer a completed form of assignment in the Developer's standard or approved form (see paragraph 11.1 of Schedule "A" to the Purchase Agreement).

- (g) The Purchase Agreement contains the following provisions with respect to the right of the Seller or the Buyer to receive interest on deposit monies:
- (i) if a Buyer completes the purchase of a Lot on the terms and conditions contained in the Purchase Agreement, then any interest earned on the Deposit will be applied to the Purchase Price (see subparagraph 3.2(a) of Schedule "A" to the Purchase Agreement);
 - (ii) if the Buyer defaults on any of the Buyer's obligations under the Purchase Agreement, the Seller may, at its election, terminate the Purchase Agreement and in such case the Deposit together with any interest accrued thereon will be absolutely forfeited to the Seller without prejudice to any other right or remedy of the Seller against the Buyer arising out of the Purchase Agreement, and the Seller's claim against the Buyer in damages will not be limited to the Deposit (see subparagraph 3.2(b) and 14.1(a) of Schedule "A" to the Purchase Agreement);
 - (iii) if the Purchase Agreement is terminated in accordance with the terms of paragraph 14.2 of Schedule "A" to the Purchase Agreement, then the Deposit together with all interest accrued thereon (less reasonable administrative fees) will be paid to the Buyer (see subparagraph 3.2(c) of Schedule "A" to the Purchase Agreement); and
 - (iv) if the Seller fails to complete the sale of a Lot on the terms and conditions contained in the Purchase Agreement, then the Deposit together with all accrued interest thereon (less reasonable administrative fees) will be paid to the Buyer (see subparagraph 3.2(d) of Schedule "A" to the Purchase Agreement).

7.3 Developer's Commitments

The Developer has not made any commitment which must be met after completion of the sale or lease of a Lot, except as set out in this Disclosure Statement.

7.4 Other Material Facts

(a) Marketing

Following the deposit of the Final Subdivision Plan in the Land Title Office, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of Lots within the Development, marketing and sales activities within various Lots owned or leased by the Developer within the Development, including but not limited to maintaining display suites, other display areas, and a sales office. The Developer also intends to place signage within the Development (other than upon any Lots sold to individual

purchasers) as part of its marketing and sales activities, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing of the Development and sale activities in connection therewith. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Development site by existing owners of Lots.

The Developer reserves the right to market and sell other developments owned by the Developer, or by entities connected with or related to the Developer, from the Presentation Centre or any other sales office and/or display Lot owned by the Developer within the Development.

Brochures, advertisements, and materials used in the sales office from which Lots at the Development are sold that show images or descriptions of other developments completed by other developers related to the principal holders of the Developer may not represent how the Development will appear following its completion.

(b) Geotechnical Matters

The Developer, through its geotechnical engineers at Lewkowich Engineering Associates Ltd., has undertaken a detailed geotechnical study and slope stability analysis of Parcel B (the "**Geotechnical Hazard Assessment**") which confirms that there are no significant geotechnical, ground movement or slope stability issues that would negatively impact the proposed Development, provided that the recommendations set out in the Geotechnical Hazard Assessment are adhered to for the servicing and construction of the Development. The Geotechnical Hazard Assessment dated December 7, 2016 is attached hereto as Exhibit "E".

(c) Riparian Areas Assessment Reports

To assess the species, fish habitat, riparian vegetation condition and connectivity to downstream habitats present on the lands legally described as Section 7, Ranges 6 and 7, Sahtlam District Plan EPP18482 and the impact that the Development could have on these things, the Developer engaged Madrone Environmental Services Ltd., to perform an Assessment Report pursuant to the Riparian Areas Regulation (the "**Assessment Report**"). According to the Assessment Report, dated August 29, 2011 and attached hereto as Exhibit "F", if the Development is developed in accordance with the development proposal and the measures identified in the Assessment Report, "there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed."

Upon submitting a submitting an application for a proposed subdivision of Parcel B to create Lots 3 – 7, the Developer engaged Madrone Environmental Services Ltd. to perform a second Assessment Report pursuant to the Riparian Areas Regulation (the "**Second Assessment Report**"). The Second Assessment Report, dated July 11, 2016 and attached hereto as Exhibit "G" outlines the specific restrictions associated with, inter alia, setbacks that a potential purchaser of a Lot should take into consideration prior to purchasing a Lot. Purchasers of applicable Lots containing a wetland associated with a riparian setback established under the Riparian Areas Regulation will need to ensure that future landowners of such Lots are fully aware of the protected areas and restrictions.

[the next page is the signature page]

Deemed Reliance

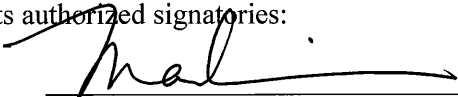
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material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


DECLARATION


The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 10th day of AUGUST, 2017.

The Developer:


CAROMAR SALES LTD.,
by its authorized signatories:


Per: 
Authorized Signatory


Per: 
Authorized Signatory

Per: 
Authorized Signatory

The directors of the Developer, each in his personal capacity:


Mark A. Wimmer


Carl P. Wimmer



Ralph A. Wimmer

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement of "Saddleview Estates" for property in the Regional District of Cowichan Valley presently legally described as: Lots 1 – 2 Section 7 Range 7 Sahtlam District Plan EPP26101 and Parcel B (DD8656811) of Section 7 Range 7 Sahtlam District Except Part in Plan EPP18482 and EPP26101

I, **Jada Tellier**, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated August 10, 2017, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 10th day of August, 2017.



Jada Tellier

LIST OF EXHIBITS TO DISCLOSURE STATEMENT

EXHIBITS

Exhibit "A"	Subdivision Plan EPP26101 and Subdivision Plan EPP67975
Exhibit "B"	Statutory Building Scheme
Exhibit "C"	Summary of Notations and Encumbrances
Exhibit "D"	Form of Offer to Purchase and Agreement of Purchase and Sale
Exhibit "E"	Geotechnical Hazard Assessment
Exhibit "F"	Assessment Report (Riparian Areas) dated August 29, 2011
Exhibit "G"	Second Assessment Report (Riparian Areas) dated July 11, 2016
Exhibit "H"	Zoning Bylaw

Exhibit "A"

Subdivision Plan EPP26101 and Subdivision Plan EPP67975

**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

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

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

Surveyor General Certification

2. PLAN IDENTIFICATION: Control Number:
Plan Number:
This original plan number assignment was done under Commission #: LTO Document Reference:

3. CERTIFICATION: Form 9 Explanatory Plan Form 9A

The field survey was completed on: (YYYY/Month/DD) The checklist was filed under ECR#:
The plan was completed and checked on: (YYYY/Month/DD)
I am a British Columbia land surveyor and certify that
this plan was completed and checked on: (YYYY/Month/DD)
that the checklist was filed under ECR#:
and that the plan is correct in accordance with Land Title Office records.

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of (YYYY/Month/DD) None Strata Form S

None Strata Form U1 Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify:

1. That the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan subject to clause 2 of this endorsement
2. That certain parts of the buildings are not within the external boundaries but appropriate and necessary easements of other interests are registered as set out in section 244 (1)(f) of the Strata Property Act.

Registered Charge Number(s):

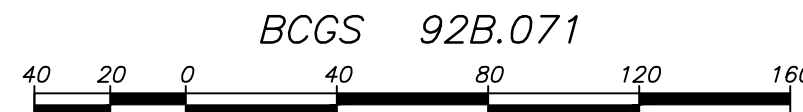
Certification Date: (YYYY/Month/DD)

Arterial Highway I am a British Columbia land surveyor and certify that I am authorized by the Minister of Transportation and Infrastructure under section 44.1 of the Transportation Act to show certain lands identified on this plan dedicated as Arterial Highway.

4. ALTERATION: LTO Document Reference:
This is an alteration to a previous version of this plan identified by control number:
DESCRIPTION OF ALTERATION:

SUBDIVISION PLAN OF PART OF PARCEL B (DD 865681) OF SECTION 7, RANGE 7, SAHTLAM DISTRICT, EXCEPT PART IN PLAN EPP18482, PART OF THAT PART OF SECTION 7, RANGE 7, SAHTLAM DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DOCUMENT DEPOSITED UNDER 213321 (P.I.D. 010-294-392), AND PART OF THAT PART OF SECTION 7, RANGE 7, SAHTLAM DISTRICT SHOWN OUTLINED IN RED ON PLAN ANNEXED TO DF 15263 (P.I.D. 010-434-135)

PLAN EPP26101



All distances are in metres and decimals thereof.
The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:2000.

LEGEND

Bearings are NAD83(CSRS) grid bearings derived from Plan EPP18482.

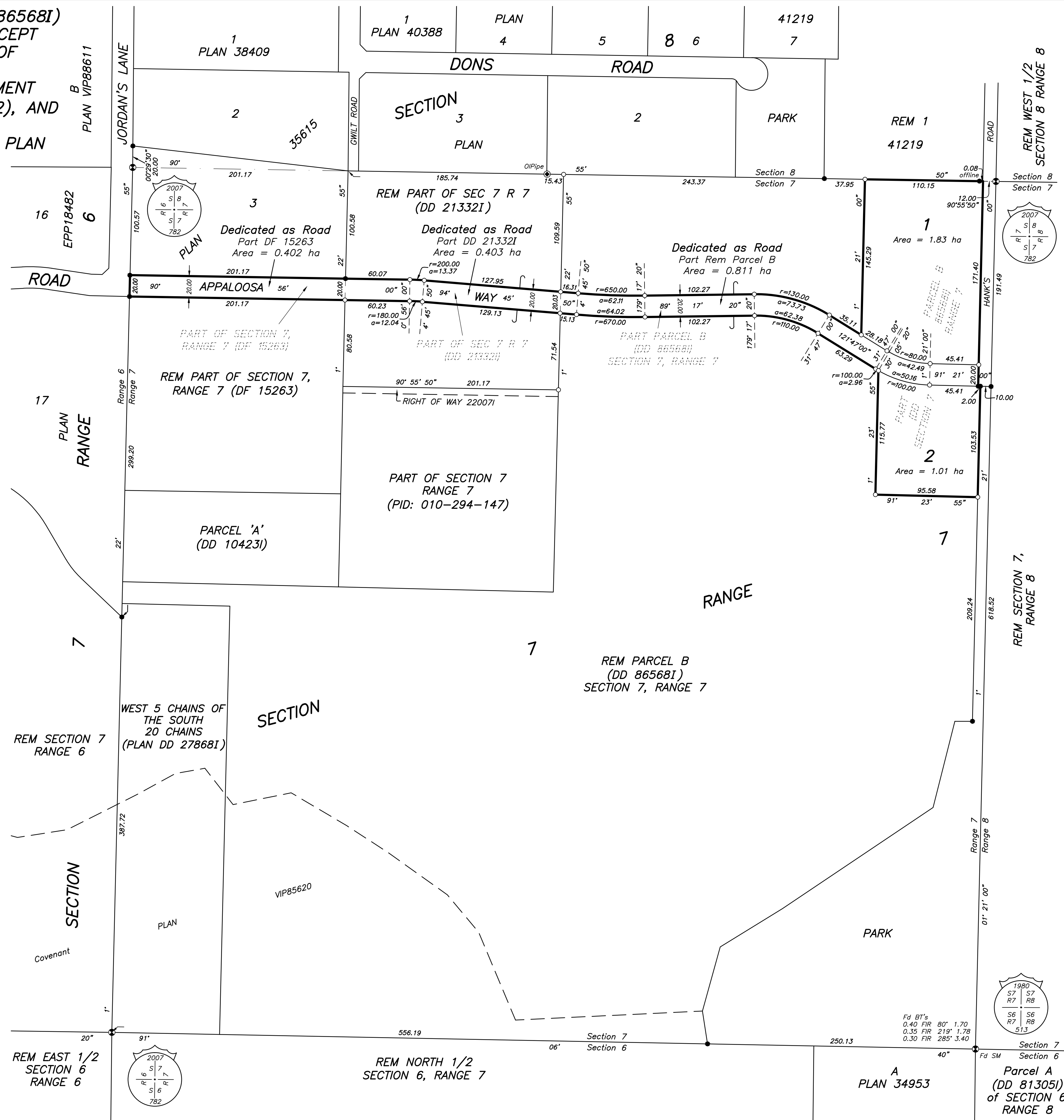
Bearings to bearing trees are magnetic.

This plan shows horizontal ground level distances except where otherwise noted. To compute grid distances, multiply ground-level distances by combined factor of 0.9996309.

- ⊕ denotes standard capped post found
- ⊙ denotes non-standard post found
- denotes standard iron post found
- denotes standard iron post placed

LEGAL DESCRIPTIONS	
P.I.D.	DESCRIPTION
009-849-637	PARCEL B (DD 865681) OF SECTION 7, RANGE 7, SAHTLAM DISTRICT, EXCEPT PART IN PLAN EPP18482
010-294-392	THAT PART OF SECTION 7, RANGE 7, SAHTLAM DISTRICT, DESCRIBED AS COMMENCING AT A POINT ON THE NORTHERLY BOUNDARY OF SECTION 7, 10 CHAINS FROM THE NORTH WEST CORNER, THENCE NORTH 89 DEGREES 59 MINUTES EAST ALONG SAID NORTHERLY BOUNDARY 10 CHAINS, THENCE SOUTH 10 CHAINS, THENCE SOUTH 89 DEGREES 59 MINUTES WEST 10 CHAINS, THENCE NORTH 10 CHAINS MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 10 ACRES MORE OR LESS, AND SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DOCUMENT DEPOSITED UNDER 213321
010-434-135	THAT PART OF SECTION 7, RANGE 7, SAHTLAM DISTRICT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 5 CHAINS FROM THE NORTH WEST CORNER THEREOF, THENCE NORTH 89 DEGREES 59 MINUTES EAST PARALLEL WITH THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF TEN CHAINS; THENCE SOUTH A DISTANCE OF TEN CHAINS; THENCE SOUTH 89 DEGREES 59 MINUTES WEST A DISTANCE OF 10 CHAINS MORE OR LESS TO THE WESTERLY BOUNDARY OF SAID SECTION 7, THENCE NORTH ALONG SAID BOUNDARY A DISTANCE OF 10 CHAINS MORE OR LESS TO THE POINT OF COMMENCEMENT, SAID PARCEL CONTAINING 10 ACRES MORE OR LESS AS SHOWN OUTLINED IN RED ON PLAN ANNEXED TO DF 15263

BOOK OF REFERENCE (ROAD DEDICATION)	
PART OF	AREA
SECTION 7, RANGE 7 (DF 15263)	0.402 ha
SECTION 7, RANGE 7 (DD 213321)	0.403 ha
PARCEL B (DD 865681)	0.811 ha
TOTAL	1.616 ha



This plan lies within the jurisdiction of the Approving Officer for the Ministry of Transportation and Infrastructure.
This plan is prepared as the Official Plan of the lands shown hereon for the Surveyor General.

This plan lies within the Cowichan Valley Regional District
The field survey represented by this plan was completed on the 17th day of November, 2012.
Rory C. O'Connell, BCLS

ECR#143262

2012/12/04 - 09:57 S:\owchem\BCL\010032473\01\Drawings\010032473-SDSU02-R00.dwg

FOCUS
FCS Land Services Limited Partnership
57 Cadillac Ave, Victoria, BC V8Z 1T3
PROJECT REF./DRAWING NO.
010032473-SDSU02-R00

**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

<p>David Kaczowka ECU455</p>	<p>Digitally signed by David Kaczowka ECU455 DN: c=CA, cn=David Kaczowka ECU455, o=BC Land Surveyor, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=ECU455 Date: 2016.11.29 18:46:42 -08'00'</p>
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1. BC LAND SURVEYOR: (Name, address, phone number)

WSP Surveys (BC) Limited Partnership

David J. Kaczowka, BCLS

101-3795 Carey Road

Victoria

BC V8Z 6T8

david.kaczowka@wspgroup.com

250-474-1151

File#010032473-SDSU03-R00

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **150-232-6499**

Plan Number: **EPP67975**

This original plan number assignment was done under Commission #: **957**

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

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

The field survey was completed on: 2016 November 20 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2016 November 29 (YYYY/Month/DD) **193699**

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

SUBDIVISION PLAN OF PART OF PARCEL B (DD 865688) OF SECTION 7, RANGE 7, SAHTLAM DISTRICT, EXCEPT PART IN PLAN EPP18482 AND EPP26101

PLAN EPP67975

BCGS 92B.071



The intended plot size of this plan is 864mm in width by 568mm in height (D size) when printed at a scale of 1:250.
All distances are in metres and decimals thereof.
Old bearings are denoted from differential GNSS observations and are referred to the central meridian of UTM Zone 19.

The UTM coordinates and estimated horizontal positional uncertainties are provided for all points. The horizontal observations were processed by Natural Resources Canada's Post-Point Positioning service.

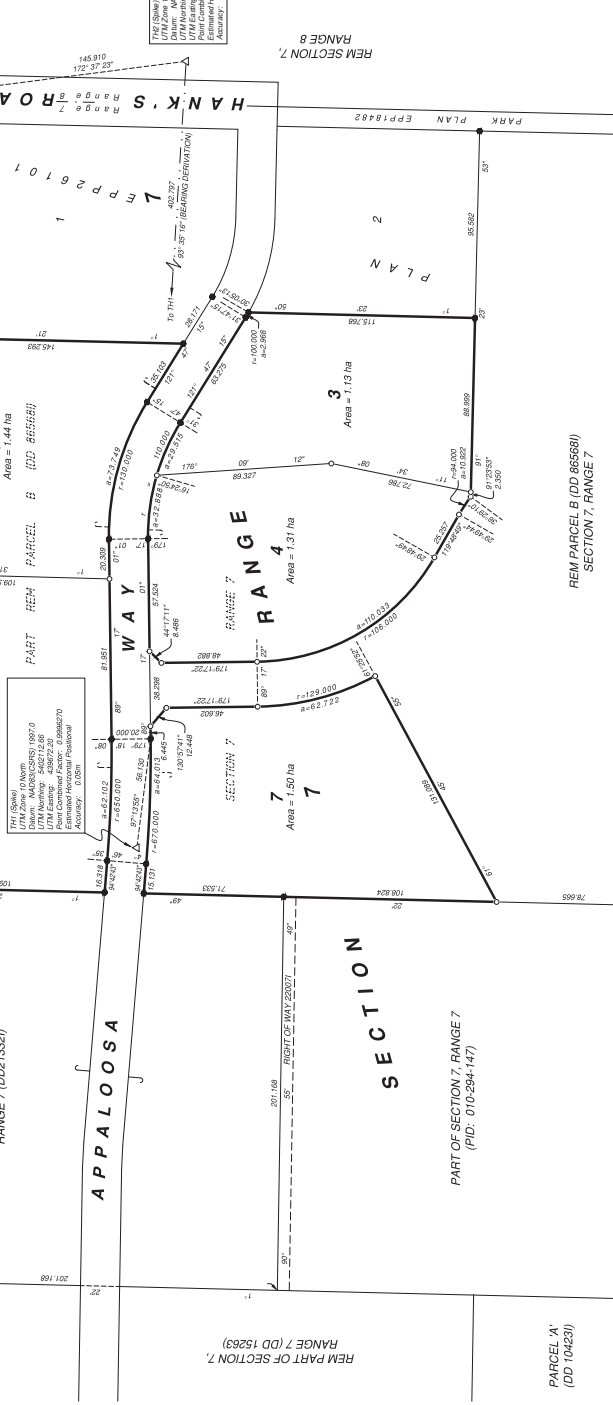
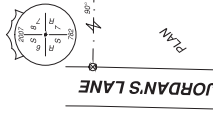
This plan shows horizontal ground-level distances, unless otherwise specified. To compute grid distance, multiply observed distance by the scale factor of 0.9998366. The average combined factor has been measured: 0.9998366 (PT 702.3).

LEGEND
 ● denotes standard capped post found
 ○ denotes standard iron post found
 △ denotes traverse hub placed (type defined on plan)

The plan lies within the jurisdiction of the Approving Office for the Ministry of Transportation and Infrastructure.

NOTIFY # 2010-00011

Lies created on this plan are a continuation of an existing series.



This plan lies within the Cochrane Valley Regional District.
The boundaries of this plan were surveyed and approved on the 20th day of November, 2016.
David J. Kozminski, BCLS 057

WSP Survey (BC) Limited Partnership
 #110-2086 Cochrane Valley, Cochrane, BC
 01-032-4729-5253-003-FRD

Exhibit "B"

Statutory Building Scheme

LAND TITLE ACT
FORM 35
(section 220(1))

STATUTORY BUILDING SCHEME

NATURE OF INTEREST CHARGE: **BUILDING SCHEME**

HEREWITH FEES OF: \$ _____

Address of person entitled to apply to register this building scheme:

CAROMAR SALES LTD., (Incorporation No. BC0286799), (the “**Developer**”)
#616 1641 Lonsdale Avenue, North Vancouver, B.C. V7M 2J5

Full name, address, and telephone number of person presenting application:

Maxwell P. Carroll, **LAWSON LUNDELL LLP**, Barristers and Solicitors,
#1600 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2
File No. 00274-113064

Signature of Applicant or
Solicitor or Authorized Agent

CAROMAR SALES LTD. declares that:

1. It is the registered owner in fee simple/lessee of the lands legally described as set out on the attached Schedule “A” (collectively, the “**Lots**” and individually a “**Lot**”).
2. It hereby creates a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the Schedule of Restrictions attached hereto.
4. The restrictions will be for the benefit of all the Lots.

EXECUTION(S):

	Execution Date			Chargeholder Signature(s)
	Y	M	D	
Officer Signature(s)	17			CAROMAR SALES LTD. , by its authorized signatory(ies)
<hr/>				
(as to both signatures)				Print Name: _____

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.

SCHEDULE A

Parcel Identifier and Legal Description of the Lots

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
029-361-150	LOT 1 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP26101
029-361-168	LOT 2 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP26101
●	LOT 3 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP67975
●	LOT 4 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP67975
●	LOT 5 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP67975
●	LOT 6 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP67975
●	LOT 7 SECTION 7 RANGE 7 SAHTLAM DISTRICT PLAN EPP67975

SCHEDULE OF RESTRICTIONS

A. Definitions

For the purposes of this Building Scheme, the following words or phrases shall have the following meanings:

- (a) “Approved Plans and Specifications” means the Plans and Specifications in respect of which the Approving Authority has granted its Approval in accordance with the provisions of this Building Scheme;
- (b) “Approving Authority” means the Developer or its designated agent, or a qualified third party such as an Architect nominated or appointed by the Developer in writing from time to time to act in its stead;
- (c) “Lot” means a lot to which this Building Scheme applies;
- (d) “Owner” means the person or persons registered from time to time as the owner of a Lot in the Victoria Land Title Office; and
- (e) “Plans and Specification” means the plans and specifications and other items, as described in Section 5 of the Design Guidelines, to be prepared by the Owner and submitted to the Approving Authority for its review and approval.

B. Design Guidelines

1. No dwelling or structure will be erected on any Lot unless the Plans and Specifications therefor have been submitted to and approved in writing by the Approving Authority in accordance with the provisions of this Building Scheme. Any such Plans and Specifications when submitted will include exterior elevations, floor plans, a site plan, and such other documents, plans and supporting materials as requested or required by the Developer or the Agent, acting reasonably.

C. Building Siting

2. No dwelling or structure will be constructed without first considering the pre- and post-development slope and natural characteristics of the Lot in relationship to the street and neighbouring lot(s)/home(s).
3. No existing dwelling or structure shall be moved onto or otherwise placed on any Lot for any purposes. No dwelling or structure will be constructed on any Lot unless it is new construction, constructed in accordance with this Building Scheme.

D. Exterior Design

4. Based on the home siting, no dwelling or structure will be constructed on any Lot unless it is designed to address view opportunities from that location as well as the visual impact on neighbouring homes and Lots and from street level.

29. No dwelling or other structure will be constructed on any Lot unless either:

- (a) the main dwelling is constructed prior to the construction of any other structure on the Lot and all construction will be completed within two (2) years from the date of commencement of construction; or
- (b) a carriage house is constructed prior to the main dwelling, in which case:
 - (i) the construction of the carriage house will be completed within two (2) years from the date of commencement of construction; and
 - (ii) the construction of the main dwelling will be completed within five (5) years from the date of the original purchase of the applicable Lot from the Developer by a purchaser/owner.

30. Prior to the construction of a dwelling or structure upon a Lot, the purchaser/owner will not permit the Lot to become overgrown with vegetation or weeds nor permit any garbage, materials or debris to be placed or stored on the Lot or elsewhere in the development.

5. The same house design must not be repeated on any Lot, including any reversed or mirror images of house design.
6. No dwelling or structure will be constructed on any Lot unless:
 - (a) a minimum of two (2) different approved cladding materials are used;
 - (b) trim boards and other exterior detailing are used consistently on all faces of the exterior to avoid a *front and back* appearance using 4" curb faces or better;
 - (c) the architectural style reflects a "West Coast rural" setting or "Cape Cod Farmhouse"; and
 - (d) articulating elements provide surface relief, depth and shadows to the façade.
7. No satellite receiving dishes will be erected on the rooftop of any dwelling or structure constructed on any Lot nor in any yard area visible from the street and will be mounted discreetly.
8. Exterior lighting will not be installed within fifteen (15) meters of any Lot boundary.

E. Yard and Slopes

9. No dwelling or structure will be constructed on any Lot unless the design of each dwelling or structure and lot grading works with the available grades.
10. Finished yard grades will not exceed a maximum of 2H:1V (50%) slope, with any slopes greater to be retained.

F. Exterior Colours

11. No paint will be used on the exterior of any dwelling or structure constructed on a Lot unless:
 - (a) such paint colour(s) are selected from within the Benjamin Moore "Historical Colours" palette; and
 - (b) such paint complements the natural stained timbers, wood trims and brick/stone façade of such dwelling or structure.
12. The same or very similar paint colour schemes must not be repeated as among the dwellings constructed on Lots adjacent or in close proximity to one another.

G. Roof Design

13. No dwelling or structure will be constructed on any Lot without having a minimum roof pitch of 6¹/₂V/12H and no single-pitched roofs of any dwelling or structure will be constructed on any Lot without having a minimum roof pitch of 1.5V/12H.

14. No overhangs will be constructed on any dwelling or structure on any Lot without being a minimum of 24" (not including any architectural relief such as barge board detail) on roof cable ends.
15. No roofing materials will be used on any dwelling or structure on any Lot unless:
 - (a) a roofing material other than cedar shakes or shingles is used. Fiberglass asphalt shingles may only be used if they have a minimum 35 year warranty. Painted standing seam metal roofing will not be used;
 - (b) the colour of any such roofing material will be "earth tone", in the range of brown to charcoal grey to black and is evenly toned;
 - (c) all roof stacks, flashings, or any other roof protrusions are to be of baked enamel;
 - (d) all metal chimney pipes are enclosed; and
 - (e) gutters and rainwater leaders and soffits are baked enamel.

H. Driveways and Garages

16. No driveway will be constructed on any Lot unless it is constructed in a manner to control drainage of stormwater on the Lot.
17. No garage will be constructed on any Lot unless such garage has a closing door and is of a style suited to the architecture of the dwelling on the Lot.
18. No carports will be constructed within any structure on any Lot.

I. Landscaping

19. No landscaping will be constructed or installed on any Lot unless such landscaping relates to the West Coast rural setting and unless a majority of plants are selected according to indigenous values and blend from the developed areas transitioning into the natural environment.
20. No portion of the landscaping of any Lot may be disturbed, unless within 60 days after a certificate of completion for the construction of the dwelling or structure has been issued the landscaping is thereafter returned to its natural state.
21. No front yard landscaping will be constructed or installed unless:
 - (a) such landscaping includes top soiling, grading, planting and lawn planting; and
 - (b) the side yard of a corner Lot is planted the full depth of the building site, undisturbed natural and does not have to be replaced.

J. Recreational Equipment and Accessory Buildings

22. No trailers (excluding RV's, motorhomes and horse trailers), mobile or manufactured homes, boats, recreational equipment or other similar equipment will be stored on any Lot unless stored inside a dwelling or other structure on the Lot or behind fencing or screening such that the stored item is not visible from the street or otherwise in public view.

23. Accessory buildings, garages, carriage houses or structures must not be constructed on any Lot unless such accessory building or structure matches and complements the primary dwelling in finish and colour.

K. Construction Protocol and Lot Appearance

24. During the course of house construction and at all other times, no owner of a Lot will permit any construction debris, garbage or waste to accumulate on a Lot.

25. No owner of a Lot will permit any construction debris to remain 30 days after a certificate of completion for the construction of the dwelling or structure has been issued.

26. No owner of any Lot will burn garbage upon such Lot nor within the development.

27. No owner of any Lot will dispense of concrete into any drainage system.

L. Construction Process

28. No purchaser/owner will apply for a building permit for any dwelling upon a Lot without first submitting to the Approving Authority one full-size set of plans to scale and three 11"x17" set of plans for the proposed dwelling or structure, including the following:

- (i) Survey Plan;
- (ii) Floor Plan(s);
- (iii) Cross Sections;
- (iv) Elevations;
- (v) Colour Chart and Material List;
- (vi) Site Plan showing landscaping;
- (vii) Letter of Authorization from purchaser/owner (in the case that an agent is used); and
- (viii) any other drawings, photos, material, or information as may be applicable

for confirmation by the Approving Authority that the above Plans and Specifications indicate that the improvements to be constructed on a Lot are to be constructed in accordance with the terms of this Building Scheme.

Exhibit "C"

Summary of Notations and Encumbrances

SUMMARY OF EXISTING LEGAL NOTATIONS AND ENCUMBRANCES

The capitalized terms defined in the Disclosure Statement and used in this Exhibit “C” shall have the meanings ascribed to such terms as provided in the Disclosure Statement.

1. Legal Notations registered against title to the Lands:

- (a) Notice of Interest, Builders Lien Act (S. 3(2)), see EP33640

This Notice of Interest, filed May 1, 2000, prevents the Lands from being bound by a lien claimed under the *Builders Lien Act* in respect of an improvement unless that improvement is undertaken at the express request of the Developer.

- (b) This title may be affected by a Permit under Part 26 of the *Local Government Act*, see FB474379

This is a notice that the development of the Lands is affected by a Development Permit issued by the Cowichan Valley Regional District pursuant to Section 920 of the *Local Government Act*. The Development Permit was issued on August 30, 2013 as a Temporary Commercial or Industrial Permit only and has no expiry date.

2. Charges, Liens and Interests registered against title to the Lands:

- (a) Exceptions and Reservations M76300

This exception and reservation is registered in favour of Esquimalt and Nanaimo Railway Company (“**E&N**”) and provides notice that E&N reserved to themselves certain exceptions and reservations in the original instrument of grant. E&N is now a subsidiary of Canadian Pacific Limited. This charge provides a summary of various exceptions and reservations that may have been contained in the individual grant which could include:

- (i) the right to enter upon the land and cut and carry away timber for railway purposes without paying compensation;
- (ii) rights of way for the railway and the right to take such parts of the land as may be required for the stations and workshops of the company without paying compensation therefore; and
- (iii) reservation of undersurface rights.

- (b) Statutory Right of Way FB512658

This Statutory Right of Way is registered in favour of British Columbia Hydro and Power Authority (“**BC Hydro**”) and grants a right of way to BC Hydro over that portion of the Lands (the “**ROW Area**”) located within five (5) metres of either side of the centre of the alignment of all things and components necessary

or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, access nodes, cabinets, lines, cables, all ancillary appliances and fittings, and related works (collectively, the “**BC Hydro Works**”).

BC Hydro has the right to, inter alia, access the Lands and clear the ROW Area and keep it cleared of any trees or growth, and to install service lines, as required, over the Lands from the ROW Area to buildings and structures on the Lands or on immediately adjacent land, or to street lights on public roads adjacent to the Lands.

BC Hydro agrees to either compensate the owner of the Lands for any damage caused by BC Hydro to any structures, buildings, improvements, crops of merchantable timber located on the Lands and owned by the owner of the Lands, or to repair such damage within a reasonable time. BC Hydro agrees to indemnify the owner of the Lands against all liability incurred by the owner of the Lands out of any claim made by any person for injury or harm to persons or property cause by the negligence or willful act of BC Hydro, in the exercise of their rights under this Statutory Right of Way or cause by the use or placement of Hazardous Substances on the Lands by BC Hydro, on the condition that the owner of the Lands immediately provides written notice of the claim to BC Hydro.

The owner of the Lands agrees not to, inter alia, interfere with the ROW Area, obstruct the access of BC Hydro to any part of the BC Hydro Works, diminish or increase the ground elevation in the ROW Area by any method including piling any material or creating any excavation, drain or ditch in the ROW Area, carry out blasting or logging operations on or near any portion of the ROW Area of the BC Hydro Works or make, place, erect, operate, use, maintain or permit any obstruction, structure, building, or improvement on, under or over the ROW Area unless the owner of the Lands has received prior written permission from BC Hydro.

(c) Statutory Right of Way FB512659

This Statutory Right of Way is registered in favour of TELUS Communications Inc. (“**TELUS**”) and grants a right of way to TELUS over the ROW Area located within five (5) metres of either side of the centre of the alignment of all things and components necessary or convenient for the purposes of telecommunications and data transmission, including: poles, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, access nodes, cabinets, lines, cables, all ancillary appliances and fittings, and related works (collectively, the “**TELUS Works**”).

TELUS has the right to, inter alia, access the Lands and clear the ROW Area and keep it cleared of any trees or growth, and to install service lines, as required, over the Lands from the ROW Area to buildings and structures on the Lands or on

immediately adjacent land, or to street lights on public roads adjacent to the Lands.

TELUS agrees to either compensate the owner of the Lands for any damage caused by TELUS to any structures, buildings, improvements, crops of merchantable timber located on the Lands and owned by the owner of the Lands, or to repair such damage within a reasonable time. TELUS agrees to indemnify the owner of the Lands against all liability incurred by the owner of the Lands out of any claim made by any person for injury or harm to persons or property cause by the negligence or willful act of TELUS, in the exercise of their rights under this Statutory Right of Way or cause by the use or placement of Hazardous Substances on the Lands by TELUS, on the condition that the owner of the Lands immediately provides written notice of the claim to TELUS.

The owner of the Lands agrees not to, inter alia, interfere with the ROW Area, obstruct the access of TELUS to any part of the TELUS Works, diminish or increase the ground elevation in the ROW Area by any method including piling any material or creating any excavation, drain or ditch in the ROW Area, carry out blasting or logging operations on or near any portion of the ROW Area of the TELUS Works or make, place, erect, operate, use, maintain or permit any obstruction, structure, building, or improvement on, under or over the ROW Area unless the owner of the Lands has received prior written permission from TELUS.

3. Charges, Liens and Interests registered against title to Parcel B:

(a) Covenant FB208158 (the "**Conservation Covenant**")

This Conservation Covenant is registered in favour of TLC The Land Conservancy of British Columbia ("**TLC**") pursuant to Section 219 of the *Land Title Act* and encumbers those lands and premises that include a portion of Parcel B as shown outlined on Plan VIP 85620 attached as Schedule "A" to this Conservation Covenant (the "**Covenant Area**"). This Section 219 Covenant requires the owner of Parcel B to prepare and adopt a management plan (the "**Management Plan**") for the management of the Covenant Area including the provision of parking, access routes, trails, signage, washroom facilities, park interpretation and educational facilities or such other park improvements as may be considered necessary or appropriate. Prior to and until the adoption of the Management Plan, the owner of Parcel B shall classify the Covenant Area as park reserve.

This Conservation Covenant restricts the owner of Parcel B from using the Covenant Area for any of the following activities or uses, except with the prior written approval of TLC, in its sole discretion:

- (i) subdivide, sell, transfer or grant any easement, right of way, licence or lease over all or part of the Covenant Area;

- (ii) remove, destroy or cut, or permit the removal, destruction or cutting of any indigenous vegetation on the Covenant Area except as is necessary to implement the park management plan referred to in the Management Plan or without the prior written approval of TLC. Notwithstanding the foregoing, if any living or dead tree on the Covenant Area poses an imminent threat to the safety of any person, that tree may be cut down or trimmed. The owner of Parcel B shall leave any cut tree or trimmings on the Covenant Area unless such action shall constitute a fire hazard;
- (iii) use pesticides, herbicides or any other deleterious substance of any kind on the Covenant Area;
- (iv) build, construct, erect or alter any structure, building or improvement on the Covenant Area except in accordance with the Management Plan;
- (v) lay down, install, place or deposit any impervious material or surface on or within the Covenant Area for road, parking or trail purposes; and
- (vi) design or construct any park improvements on the Covenant Area so as to cause substantial disturbance to the natural drainage patterns of the Covenant Area.

The owner of Parcel B has the right to use, occupy and maintain Parcel B in any way that is not expressly restricted or prohibited by this Conservation Covenant, so long as the use, occupation or maintenance are consistent with the intent of this Conservation Covenant.

The owner of Parcel B retains all responsibilities and bears all costs and liabilities related to the ownership, use, occupation and maintenance of Parcel B, including any improvements expressly authorized by this Conservation Covenant. The owner of Parcel B indemnifies TLC, its directors, officers, employees, agents and contractors, from and against any and all liabilities, damages, losses, personal injury or death, causes of action, actions, claims, and demands on behalf of any person, arising out of any act or omission, negligent or otherwise, in the use, occupation and maintenance of the Covenant Area or the amenities by the owner of Parcel B.

Exhibit "D"

Form of Offer to Purchase and Agreement of Purchase and Sale



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PC: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

SELLER: <u>CAROMAR SALES LTD.</u> SELLER: _____ ADDRESS: <u>616 - 1641 Lonsdale Avenue</u> <u>North Vancouver</u> _____ PC: <u>V7S 3L2</u> PHONE: <u>(604) 984-7755</u>	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
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PROPERTY:

UNIT NO.	ADDRESS OF PROPERTY
Cowichan Valley regional District	
CITY/TOWN/MUNICIPALITY	POSTAL CODE

PID	OTHER PID(S)
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Lot ____ Section 7 Range 7 Sahtlam District Plan EPP _____

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. PURCHASE PRICE: The purchase price of the Property will be _____
 _____ DOLLARS \$ _____ (Purchase Price)

2. DEPOSIT: A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: _____

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Lawson Lundell LLP and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS

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

See Schedule "A"

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

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INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on _____, yr. _____ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on N/A _____ yr. _____

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer

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INITIALS

PROPERTY ADDRESS

and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
- The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.
- 20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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INITIALS

PROPERTY ADDRESS

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Working With a REALTOR® and acknowledge and confirm as follows:

A. the Seller has an agency relationship with _____ who is licensed in relation to Pemberton Holmes Ltd. DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with _____ who is licensed in relation to _____ DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with _____ who is/are licensed in relation to _____ DESIGNATED AGENT/LICENSEE BROKERAGE

having signed a Limited Dual Agency Agreement dated _____ If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until _____ o'clock _____ m. on _____, yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

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

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

Yes [] [] INITIALS No [] [] INITIALS

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

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

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

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

SADDLEVIEW ESTATES

SCHEDULE "A" to Contract of Purchase and Sale

1. CONTRACT

1.1 The Buyer hereby agrees to purchase from the Seller the Property for the Purchase Price and upon the terms and conditions set forth in the Contract of Purchase and Sale, including this Schedule "A" and any other schedules and addenda attached hereto (collectively, the "**Contract**"). Freehold title to the Property to be conveyed by the Seller to the Buyer on the Completion Date (as defined in paragraph 5.1 below) will be subject only to:

- (a) the exceptions listed in Section 23(1) of the *Land Title Act* (British Columbia);
- (b) the charges and encumbrances referred to in the Disclosure Statement (hereinafter defined); and
- (c) claims of builders' liens if the Seller's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 7.1(b) of this Schedule "A"

(collectively, the "**Permitted Encumbrances**").

1.2 In the event of any conflict or inconsistency between the terms set out on Pages 1 through 4 of this Contract and this Schedule "A", the terms of this Schedule "A" will prevail.

2. DISCLOSURE STATEMENT

2.1 The Buyer acknowledges that the Buyer has received a copy of the disclosure statement for the Development dated August 10, 2017, and all further amendments thereto, if any, filed up to the date of this Contract (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Contract. The execution by the Buyer of this Contract will constitute a confirmation of the Buyer's receipt of the Disclosure Statement.

Buyer
Buyer

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

3.1 The Buyer will pay the Purchase Price to the Seller as follows:

- (a) the deposit monies in the amounts set out on Page 1 of this Contract will be paid by the Buyer to the Seller's solicitors, Lawson Lundell LLP (the "**Seller's Solicitors**"), "In Trust". The Seller's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the benefit of the Buyer, unless the estimated interest to be earned will exceed the Seller's Solicitors' reasonable administration costs related to such investment of the deposit monies and except as otherwise expressly provided herein; and
- (b) the balance of the Purchase Price (the "**Balance**") plus or minus adjustments described herein will be paid by the Buyer to the Seller's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 7.1(b) hereof.

3.2 Subject to paragraphs 3.3 and 3.4 below, the Deposit will be dealt with as follows:

- (a) if the Buyer completes the purchase of the Property on the terms and conditions herein contained, then the Deposit and all interest accrued thereon will form part of and be applied to the Purchase Price and be paid by the Seller's Solicitors to the Seller;

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- (b) if the Buyer defaults on any of the Buyer’s obligations set out herein, the Seller may, at its election, terminate this Contract and retain the Deposit and all interest accrued thereon on account of damages without prejudice to any other remedies of the Seller;
- (c) if this Contract is terminated in accordance with the terms of paragraph 14.2 hereof, then the Deposit together with all interest accrued thereon (less the Seller’s Solicitors’ reasonable administrative fees not to exceed \$175.00) will be paid by the Seller’s Solicitors to the Buyer and the Buyer will have no further claim against the Seller; and
- (d) if this Contract is not terminated in accordance with the terms of paragraph 14.2 hereof and the Seller fails to complete the sale of the Property on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Seller’s Solicitors’ reasonable administrative fees not to exceed \$175.00) will be paid by the Seller’s Solicitors to the Buyer and the Buyer will have no further claim against the Seller.

3.3 Notwithstanding the provisions of paragraph 3.2 above, if the Buyer is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Buyer authorizes the Seller’s Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

3.4 The Seller and the Buyer hereby irrevocably authorize the Seller’s Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller’s Solicitors with respect to the Deposit.

4. RECEIPT OF BUILDING SCHEME

4.1 The Buyer hereby acknowledges receipt of a copy of and has been given an opportunity to review the Statutory Building Scheme (as defined in the Disclosure Statement), and any amendments thereto made up to the date of this Contract (collectively the “**Building Scheme**”). The execution by the Buyer of this Contract will constitute a confirmation of the Buyer’s receipt of the Statutory Building Scheme. The Buyer agrees to be bound by the terms of the Statutory Building Scheme which form part of and are incorporated into this Contract.

Buyer
Buyer

4.2 The Buyer shall provide a compliance/damage deposit of \$5,000.00 (the “**Compliance Deposit**”) payable to the Seller upon submission of the plans and specifications for review and approval pursuant to the Building Scheme and such Compliance Deposit does not form part of the Purchase Price. The Compliance Deposit or any portion thereof may be utilized to reimburse the Seller for any costs, damages or claims incurred by the Seller in respect of any failure or non-compliance by the Buyer with the requirements of the Building Scheme or the requirements of any governmental authorities. In the event the Seller incurs costs, claims or damages with respect to such failure or non-compliance with the Building Scheme or the requirements of any governmental authorities in excess of the amount of the Compliance Deposit, the Buyer will pay the amount of the shortfall within 7 days of receiving written notice setting out the particulars of the costs, claims or damages. In the event that costs incurred by the Seller with respect to the enforcement of the Building Scheme are less than the amount of the Compliance Deposit, the difference without interest will be refunded to the Buyer by the Seller:

- (a) if a carriage house is to be constructed on the Lot, within 30 days of:
 - (i) receipt of an unconditional occupancy permit issued by the Cowichan Valley Regional District (the “**CVRD**”) for the later of the carriage house or main house constructed on the Lot confirming that such house has been constructed in compliance with all applicable bylaws; and

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- (ii) receipt of a certificate of completion for the later of the carriage house or main house constructed on the Lot; or
- (b) if a carriage house is not to be constructed on the Lot, within 30 days of:
 - (i) receipt of an unconditional occupancy permit issued by the CVRD for the dwelling constructed on the Lot confirming that such dwelling has been constructed in compliance with all applicable bylaws; and
 - (ii) receipt of a certificate of completion for the dwelling constructed on the Lot.

4.3 The Buyer hereby acknowledges and agrees to pay a Design Review Application approval fee of \$750 per Lot (includes all services as outlined in the Building Scheme) (the "**Design Approval Fee**") in connection with obtaining the necessary approvals from the Approving Authority (as defined in the Building Scheme) as to the plans and specifications for which such approval is required pursuant to the Building Scheme.

4.4 The Design Approval Fee is to be paid at the time of the submission of the application or plans.

4.5 The provisions set out in this Article 4 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Seller.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Buyer will pay the Balance at the Buyer's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Seller's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Property will take place on _____, 20____ (the "**Completion Date**"), provided that if the Seller is delayed from satisfying any conditions of closing as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Buyer, or any other event of any nature whatsoever beyond the control of the Seller, then the Completion Date will be extended for a period equivalent to such period of delay.

5.2 Adjustments. The Buyer will assume all taxes, rates, local improvement assessments, water rates, and all other adjustments both incoming and outgoing of whatever nature in respect of the Property will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Property, an estimated portion thereof as determined by the Seller, acting reasonably, will be allocated to the Property which portion will be determined by prorating the total amount among all lands in such greater parcel for which such taxes, rates or assessments have been levied on the basis of the applicable fair market value. The Buyer will pay all applicable taxes in accordance with paragraph 5.5 below.

5.3 Possession Date. Provided the Seller's Solicitors have received the Balance and all other amounts payable by the Buyer to the Seller in respect of the Property on the Completion Date, the Buyer will have possession of the Property on the day immediately following the Completion Date at 12:30 pm (the "**Possession Date**").

5.4 Risk. The Property and all other items included in the purchase and sale contemplated in this Contract, will be and will remain at the risk of the Seller until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Buyer.

5.5 Tax. The Buyer acknowledges and agrees that the Purchase Price is exclusive of applicable taxes. The Buyer shall pay all costs (including the Buyer's legal fees and disbursements) in connection with the completion of the sale of the Property, including any provincial sales tax, federal goods and services tax, tax under the *Transition Tax Act* if applicable, value added, property transfer or other tax (other than income tax), required to be paid by the Seller or the Buyer in connection with the purchase and sale of the Property other than the costs to the Seller incurred in clearing title to the Property of financial

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encumbrances and legal fees of the Seller. The Buyer acknowledges that as the Property is comprised of bare land only, the transaction will not qualify for any new housing rebates.

6. SUBDIVISION

6.1 The Buyer acknowledges that the location of the Property is as shown in Plan EPP18482.

6.2 Subject to paragraph 6.3, the Buyer acknowledges and agrees that the Buyer will not be entitled to have access to the Property or the Development (as defined in the Disclosure Statement) prior to the Possession Date (as herein defined) without the prior written consent of the Seller, which consent the Seller may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Seller. The Buyer hereby releases the Seller and its respective directors, officers, employees, agents, contractors and representatives (collectively, the **“Released Parties”**) from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Buyer or any person acting on behalf of the Buyer in the Development, or any act or omission of the Buyer or any person acting on behalf of the Buyer while within the Development. The Buyer hereby acknowledges and the Seller hereby confirms that the Seller has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Buyer for the benefit of such Released Parties.

6.3 The Buyer acknowledges receipt of a copy of the Geotechnical Hazard Assessment (the **“Geotechnical Assessment”**) prepared by Lewkowich Engineering Associates Ltd., attached as an exhibit to the Disclosure Statement, providing, amongst other things, preliminary site preparation and construction recommendations. The Buyer agrees to comply with these recommendations and agrees that notwithstanding delivery of such Geotechnical Assessment to the Buyer, it is the Buyer's sole responsibility to conduct its own geotechnical, soils and other investigations either prior to entering into the Contract or prior to removing any conditions precedent as the case may be. The Seller agrees to grant the Buyer access to the Property on reasonable advance written notice for the purpose of such investigations and the Buyer will restore the Property to its condition immediately prior to the exercise of such right and agrees to indemnify and save harmless the Seller from any loss, costs or damage arising out of or related to such investigation.

Buyer
Buyer

7. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

7.1 Conveyance.

(a) It will be the responsibility of the Buyer or the Buyer's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the **“Transfer”**), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Seller's Solicitors at least three (3) business days prior to the Completion Date. The Buyer will be responsible for obtaining all other documents required in order to complete the transfer of the Property to the Buyer. The Seller will not be required to execute or deliver any other agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Buyer.

(b) On the Completion Date, the Seller will transfer title to the Property to the Buyer free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Buyer acknowledges and agrees that the Seller will be using the sale proceeds received from the Buyer to obtain a partial discharge of any construction mortgage and security collateral thereto. The Buyer's Solicitor will pay the Balance of the Purchase Price, subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Buyer's expense to the Seller's Solicitors in trust on the

INITIALS

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Seller's Solicitors' undertaking to pay the amount required in a written statement of indebtedness from the holder of the prior financial encumbrance, if any, to legally obligate the holder of the prior financial encumbrance to provide the Seller's Solicitors with a registrable discharge of such prior financial encumbrance and to register the discharge of the aforesaid charges from title to the Property and, in the case of a claim of builder's lien, on the Seller's Solicitors' undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge. If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has:

- (i) deposited in trust with the Buyer's Solicitor the cash balance of the Purchase Price not being financed by the new mortgage;
- (ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and
- (iii) made available to the Seller's Solicitors an undertaking given by the Buyer's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

7.2 The Buyer will pay all costs (including the Buyer's Solicitor's fees and disbursements and any federal and provincial sales tax, HST (including both the federal and provincial portions), value-added tax, property transfer or other tax other than income tax) required to be paid by the Seller or the Buyer in connection with the purchase and sale of the Property other than the costs of the Seller incurred in clearing title to the Property of financial encumbrances and the legal fees of the Seller.

8. ADJACENT DEVELOPMENT

8.1 The Buyer acknowledges that the Buyer is aware the Property is part of a larger planned comprehensive development that may be undertaken by the Seller (or a related party) upon lands adjacent or proximate to the Development site, that the Development may be part of one or more stages in the larger development known as "Saddleview Estates". The Seller does not provide the Buyer with any assurances whatsoever with respect to the timing, sequencing, nature or extent of the development of other stages of development at Saddleview Estates, all of which remain entirely at the discretion of the Seller and third party purchasers of any such development lands. The Buyer acknowledges that the timing, sequencing, nature and extent of such future development is not material to the Buyer in proceeding with the purchase of the Property.

9. REZONING AND DEVELOPMENT OF SADDLEVIEW ESTATES

9.1 The Buyer acknowledges the Seller may be developing other lands adjoining or proximate to the Development and the Property. The Buyer acknowledges that it is a condition of the Seller's agreement to sell the Property to the Buyer that the Buyer agrees to support and not to oppose the future rezoning and development of those other lands owned by the Seller or third party purchasers of such lands. The Buyer acknowledges that in the event the Buyer opposes such further rezoning and development, damages may not be an adequate remedy for the Seller and that the Seller will be entitled to an injunction prohibiting the Buyer from opposing such rezoning and development and all costs on a solicitor and his or her own client basis incurred in obtaining such remedies as may be available to the Seller. The provisions set out in this paragraph 9.1 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Seller.

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10. MAJOR OUTSIDE EVENT

10.1 The parties agree that if (i) any act of God, accident or other event beyond the reasonable control of the Seller, or (ii) any condition discovered within the Development or in the vicinity of the Development, including, without limitation, any soil or environmental condition, or (iii) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Seller to perform its obligations under this Contract, the Seller may terminate this Contract upon written notice to the Buyer, upon which the Seller will return the Deposit and interest thereon to the Buyer as the Buyer's sole remedy.

11. ASSIGNMENT BY BUYER

11.1 Subject to paragraph 11.2 below, the Buyer may not directly or indirectly assign the Buyer's interest in this Contract or direct the Seller to transfer title to the Property to any third party without the prior written consent of the Seller, and unless the Buyer gives the Seller and the Seller's Solicitors not less than 10 days' written notice of a proposed assignment. An assignment of the Buyer's interest in this Contract will not release or discharge the Buyer from any of the Buyer's duties or obligations under this Contract, even if this Contract is subsequently amended. In the event of any assignment of this Contract prior to closing, the Buyer will pay to the Seller an assignment fee equal to 2% of the Purchase Price (the "Assignment Fee") unless such assignment is to a spouse, child, grandchild, parent, grandparent or sibling of the Buyer or a company owned or controlled by the Buyer on closing and the Buyer provides the Seller with a statutory declaration in respect thereof. Any assignment by the Buyer for which consent has been received from the Seller will only be effective upon receipt of the Assignment Fee and the execution of an agreement by the assignee in form and content satisfactory to the Seller agreeing to be bound by the terms and conditions of this Contract.

11.2 Prior to the date that the Developer has entered into unconditional contracts of purchase and sale for 100% of the lots in the Development, the Buyer will not advertise or solicit offers from the public on the Multiple Listing Service or any other form of advertising with respect to the resale of the relevant lot by the Buyer or the Buyer's interest in the Property and/or this Contract (to which the Developer and the Buyer are a party) without the express written consent of the Developer, which consent may be arbitrarily withheld. Once the Developer has entered into unconditional contracts of purchase and sale for 100% of the lots in the Development, the Developer will consent to such reasonable advertising or solicitation of offers for re sale.

12. LONG TERM DEVELOPMENT

12.1 The Buyer acknowledges that the Buyer is purchasing the Property with full and complete awareness and unconditionally accepts and agrees that the Property forms a part of a long-term development plan for the Development and, in that regard, there will be, from time to time, related construction, noise, odours, dust and dirt tracks on roadways in proximity to the Property, throughout the Development and upon lands adjacent to or in proximity to the Property, and hereby irrevocably and unconditionally waives any claim the Buyer has or may have against the Seller or other entities or persons related to or in any way associated with the Seller in respect of the matters set out in this paragraph 12.1. The provisions set out in this paragraph 12.1 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Seller.

13. REPRESENTATIONS/ENTIRE AGREEMENT

13.1 The Buyer acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Seller and the Buyer, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Seller, its agents or employees, or any other person on behalf of the Seller, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Buyer or made available for the Buyer's viewing do not form part

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of this Contract. In particular, the Buyer acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Buyer are subject to change without notice in order to comply with building site conditions and municipal, structural, and Seller requirements.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Buyer hereunder are paid when due, then the Seller may, at the option of the Seller in its sole discretion, either:

- (a) terminate this Contract and in such case the Deposit together with any interest accrued thereon will be absolutely forfeited to the Seller on account of damages without prejudice to any other remedies of the Seller, including the right of the Seller to, at its option, recover from the Buyer any of the Deposit required to have been paid but which the Buyer failed to pay and except for the Seller's right to pursue recovery of the Deposits as aforesaid, neither the Seller nor the Buyer will have any further obligations or liability to one another whatsoever hereunder; or
- (b) elect to extend the time for such payments, and revise such terms of this Contract as may be required in order to accommodate the extension, and if applicable, to elect to complete the transaction contemplated by this Contract, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid portion of such required payments and other unpaid amounts payable by the Buyer hereunder at the rate of 5.0% per annum above the annual rate of interest designated by the Seller's principal bank as its "prime rate", as that rate may change from time to time, which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid.

If from time to time the Buyer's default continues beyond the last extended date for payment established pursuant to subparagraph 14.1(b) above the Seller, in its sole discretion, may thereafter elect to terminate this Contract pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Buyer's obligation to purchase the Property is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Seller may, on written notice delivered to the Buyer, require the Buyer to either satisfy or waive such conditions by the delivery of written notice to the Seller within twenty four (24) hours from the time the seller delivers its notice to the Buyer. If the Buyer's written notice either satisfying or waiving the Buyer's conditions is not received by the Seller within the time permitted as aforesaid, then this Contract will terminate and the Deposit together with any accrued interest thereon, less the Seller's Solicitors' reasonable administration fees will be promptly refunded to the Buyer.

14.3 Notices and Tender. Any notice to be given by the Seller to the Buyer will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Buyer at the Buyer's address as set out on the first page of this Contract or to the Buyer's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Buyer's Solicitor at its office or to the Buyer. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Buyer will be as set out on Page 1 of this Contract or such other address, facsimile number (if any), or electronic mail address (if any), the Buyer has last notified the Seller in writing. Any notice to be delivered to the Buyer may be delivered to the Buyer or the Buyer's Solicitor and any notice to be delivered to the Seller may be given to the Seller or the Seller's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.3, in the same manner. Any documents or money to be tendered on the Seller will be tendered by way of certified cheque or bank draft and will be delivered at the Buyer's expense to the Seller or the Seller's Solicitors.

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- 14.4 Municipal Address, Property Number, and Suite Number. The Buyer acknowledges that the municipal address assigned to the Property as of the date of this Contract may change prior to the completion of the transfer of the Property to the Buyer as contemplated herein.
- 14.5 Governing Law. The Offer to Purchase and this Contract of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Seller and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Contract and the validity, existence and enforceability hereof.
- 14.6 Buyer Comprising More Than One Party. If the Buyer is comprised of more than one party, then the obligations of the Buyer hereunder will be the joint and several obligations of each party comprising the Buyer and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Buyer.
- 14.7 Contractual Rights. The Offer to Purchase and this Contract of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Seller creates contractual rights only and not any interest in land.
- 14.8 Further Assurances. The Buyer will do all further acts and things and execute all such further assurances as may be necessary in the Seller's opinion to give full effect to the intent and meaning of this Contract.
- 14.9 Successors and Assigns. This Contract will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
- 14.10 References. All references to any party, whether a party to this Contract or not, will be read with such changes in number and gender as the context or reference requires.
- 14.11 Headings. The headings herein are for convenience only and do not form a part of this Contract and are not intended to interpret, define, or limit the scope, extent or intent of this Contract or any provision hereof;
- 14.12 Personal Information. The Buyer hereby consents to the collection, use, and disclosure by the Seller of personal information about the Buyer in connection with the transaction contemplated herein, including for the following purposes:
 - (a) to provide services and utilities to the Development and the Property including telephone, hydro, natural gas, and cablevision;
 - (b) for insurance coverage for the Development for carrying out its services;
 - (c) to a mortgage broker, if the Buyer so requests, for the Buyer's mortgage application for the Buyer's purchase of the Property;
 - (d) to provide such information to the Seller's Solicitors for all matters relating to this Contract;
 - (e) to carry out and complete the purchase and sale of the Property to the Buyer;
 - (f) to provide such information to the Seller's accountants for preparation of financial statements and tax returns including HST returns;
 - (g) for reporting purposes to any trade or professional association governing the Seller or any investigative body having authority over the Seller to the extent such information is required to be reported to such association or body; and
 - (h) to facilitate communications between the Buyer and the Seller.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Contract and all schedules, addenda, attachments, and amendments to this Contract.

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Exhibit "E"

Geotechnical Hazard Assessment



Lewkovich Engineering Associates Ltd.
geotechnical • health, safety & environmental • materials testing

Caromar Sales Ltd.
c/o Creative Engineering Services
715 Canada Avenue
Duncan, BC
V9L 1V1

File: G9339.02
Date: December 7, 2016

Attention: Mr. David Conway, P.Eng.

**PROJECT: 5 LOT SUBDIVISION, LAKE COWICHAN, BC
PROPOSED SUBDIVISION OF PARCEL B (DD 865681) OF SECTION
7, RANGE 7, SAHTLAM DISTRICT, EXCEPT PART IN PLAN
EP18482 AND EPP26101**

SUBJECT: GEOTECHNICAL HAZARD ASSESSMENT

**REFERENCES: DP APPLICATION (CVRD) DATE OCTOBER 7, 2016 FROM CES
LTD. INCL. SCH A&B ENVIRONMENTAL REPORT (MADRONE
ENVIRONMENTAL SERVICES)**

**WSP SURVEY PLAN NO. 010032473-SDSU03-R00-DRAFT PLAN
EPP67975**

Dear Mr. Conway:

1. INTRODUCTION

As requested, Lewkovich Engineering Associates Ltd. (LEA) has carried out a geotechnical hazard assessment of the above referenced properties with respect to the proposed residential subdivision. This report provides a summary of our findings and recommendations.

2. BACKGROUND

Based on the referenced documents, as well as information provided by Mr. Conway, we understand the proposed development consists of a five (5) lot fee simple residential subdivision with individual parcel sizes varying in size from 1.0 hectares (approximately 2.5 acres) to 1.78 hectares (approximately 4.4 acres). We understand that the proposed development utilizes the existing Appaloosa Way right of way and includes a new roadway entrance to the south between lots 4 and lot 7. We understand that these roadways will be constructed using typical Ministry of Transportation and Infrastructure standards.

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3. ASSESSMENT OBJECTIVES

Our assessment, as summarized within this report, is intended to meet the following objectives:

- i. Determine whether the land is geotechnically safe and suitable for the intended purpose (defined for the purposes of this report as the construction of a five (5) lot fee simple residential subdivision), with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed; and
- ii. Acknowledge that Approving Officers and Building Officials may rely on this report when making a decision on applications for the development of the land.

4. ASSESSMENT METHODOLOGY

A visual reconnaissance was carried out throughout the site on November 30, 2016. The development was accessed from the west via Appaloosa Way. Please note that no subsurface investigation was carried out as part of this assessment. However, existing subsurface explorations, specifically a series of open test pits and roadway cuts and fill piles, were observed at various locations throughout the subject parent parcels. Subsurface conditions were documented based on these observed conditions.

5. SITE CONDITIONS

5.1 General

- a. The subject property is located east of the City of Duncan, within the Cowichan Valley Regional District (CVRD). The subject parent parcels are located on each side of Appaloosa Way just before lots 1 (north side) and 2 (south side) and the intersection of Hank's Road (southern extent).

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- b. At the time of our site visit, the majority of the subdivision construction and infrastructure, including paved roadways, utilities, and ditching, were in place.
- c. The topography of the proposed subdivision parcels is undulating with rolling hills and a general declination to the south. Low points typically contain small ponded and marsh areas as noted in the Environmental report caused by the impermeable nature of the area soils.
- d. The vegetation of the property consists of immature to mature coniferous and deciduous trees, with moderate to heavy ground cover consisting of tall grasses, vines, saplings, and broom.

5.2 Subsurface Soils

- a. A subsurface investigation was not included as part of this hazard assessment. However, a series of previously excavated test pits, road cuts and fill piles, were observed at numerous, varying locations throughout the subject properties. Conditions at these locations were observed and documented during our site reconnaissance.
- a. The visible soil strata indicated that there were some fill materials present in the area. Namely fills ranging up to 3m in depth through portions of each lot, some placed by older logging activity (roads, skidder trails) and more recent fills near the Appaloosa Way right of way. Lot 6 showed significant silty sand and gravel fill pile to a depth of 6m, located in the southwest corner and likely deposited during the construction of Appaloosa Way. Generally, the undisturbed near surface soil conditions, based on the available information, indicated a layer of topsoil, underlain by compact to dense silty sand and gravel, underlain by dense to very dense, sand, silt, and gravel (glacial till).

5.3 Floodplain Data

- a. We have reviewed the available floodplain data for the subject development area, as provided by the Ministry of Environment (MOE), Water Stewardship Division.

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-
- b. We conclude that the proposed development properties are not located within the identified floodplain areas of the Cowichan River.

5.4 Groundwater

- a. There was standing or ponded water within the low lying / undrained portions of the proposed development properties, including the open test pits.
- b. Groundwater flows can be expected to fluctuate seasonally with cycles of precipitation. Groundwater conditions at other times and locations can differ from those observed within the time of our investigation.

5.5 Watercourses

There were watercourses or environmentally sensitive areas (ESAs) identified in the referenced Madrone RAR Report these areas will require special precautions during development. Please refer to the report for details prior to development of the lots.

5.6 Review of Existing Slopes

- a. As part of our assessment, we observed varying slopes within the subject development properties and a slope just south of the proposed development.
- b. Varying slopes were encountered throughout the proposed development area, with steeper topography found specifically within lot 5 in the northeast quadrant of the proposed subdivision.
- c. Slopes in this area, based on the observed surficial conditions and inferred subgrade soil conditions, consist of a stable matrix of dense, naturally deposited sands and gravels overlying a very dense mantle of glacial till and / or bedrock. It is reasonable to assume that shallow bedrock may be present in other areas of the referenced lots.

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- d. Slopes within the proposed lots generally appear to be naturally formed, and varied in configuration from approximately 45 degrees to 60 degrees in inclination, and approximately 2.0m to 6.0m in height. While naturally over-steepened in some areas, the existing vegetation, specifically the mixture of established coniferous and deciduous trees, provides a reasonably stable matrix. In general, the overall slope profile is 2H:1V or shallower, and should not pose any slope stability hazard
- e. Over-steepened slopes may be subject to surficial creep and minor erosion. The level and configuration of future development within each of the proposed lots may exacerbate these conditions.

5.7 Seismic Issues

- a. Based on the subsurface soil information available during the hazard assessment, there were no compressible or liquefiable soils identified during the site visit.
- b. Based on the 2006 British Columbia Building Code, Division B Part 4 Table 4.1.8.4.A 'Site Classification for Seismic Response,' the soils and strata encountered during the field investigation would be 'Site Class D' (Stiff Soil).
- c. There is the potential for the subsurface soil conditions to be upgraded or improved to 'Site Class C' (Very Dense Soil and Soft Rock) pending further geotechnical investigation. This additional investigation may be carried out, if necessary, at a later date at the request of the property owner or their representative.

6. CONCLUSIONS AND RECOMMENDATIONS

- a. From a geotechnical point of view, the land is considered safe for the use intended (defined for the purposes of this report as construction of a 5 lot fee simple residential subdivision), with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.

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- b. There were no identified geotechnical hazards that would prohibit the proposed residential construction. Safe buildings sites were observed within each of the proposed five (5) fee simple residential lots.
- c. It is recommended that each proposed building site be reviewed by the Geotechnical Engineer at the time of construction to confirm adequate soil bearing conditions.

7. ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the building inspector (or equivalent) of the Cowichan Valley Regional District as a precondition to the issuance of a building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of Caromar Sales Ltd. at the request of Mr. David Conway, P.Eng. We have not acted for or as an agent of the Cowichan Valley Regional District in the preparation of this report.

8. LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the information available at the time of the assessment. The recommendations given are based on the observed subsurface soil conditions, available floodplain data, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. If unanticipated conditions become known during construction or other information pertinent to the subdivision construction becomes available, the recommendations may be altered or modified in writing by the undersigned.

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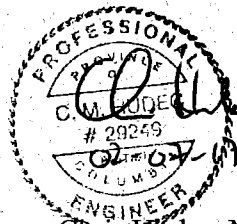
9. CLOSURE

Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

A handwritten signature in black ink, appearing to read 'John Hessels', written over a faint grid background.

John Hessels, ASCT
Senior Technologist



Chris Hudec, M.A.Sc., P.Eng.
Project Engineer

Exhibit "F"

Assessment Report (Riparian Areas) dated August 29, 2011

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Riparian Areas Regulation: Assessment Report

Please refer to submission instructions and assessment report guidelines when completing this report.

Date

I. Primary QEP Information

First Name	Trystan	Middle Name	
Last Name	Willmott		
Designation	Technologist	Company	Madrone Environmental Services Ltd.
Registration #	25491	Email	trystan.willmott@madrone.ca
Address	1081 Canada Avenue		
City	Duncan	Postal/Zip	V9L 1V2
Prov/state	BC	Country	Canada
		Phone #	250 746 5545

II. Secondary QEP Information (use Form 2 for other QEPs)

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	
Prov/state		Country	
		Phone #	

III. Developer Information

First Name	Belinda	Middle Name	
Last Name	Paulsen		
Company	Caromar Land Sales Ltd.		
Phone #	604 984 7755	Email	Belinda@caromar.com
Address	616-1641 Lonsdale Avenue		
City	North Vancouver	Postal/Zip	V7M 2J5
Prov/state	BC	Country	Canada

IV. Development Information

Development Type	Subdivision		
Area of Development (ha)	45.8	Riparian Length (m)	370
Lot Area (ha)	45.8	Nature of Development	New
Proposed Start Date	2011-09-01	Proposed End Date	2012-09-01

V. Location of Proposed Development

Street Address (or nearest town)	Duncan		
Local Government	Cowichan Valley Regional District	City	Duncan
Stream Name	N/A		
Legal Description (PID)	009-845-119	Region	Vancouver Island
Stream/River Type	Stream	DFO Area	South Coast
Watershed Code	920-257700, 10 439943 5401408		
Latitude	48	46	06
Longitude	123	49	54

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed. Insert that form immediately after this page.

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Section 1. Description of Fisheries Resources Values and a Description of the Development proposal

(Provide as a minimum: Species present, type of fish habitat present, description of current riparian vegetation condition, connectivity to downstream habitats, nature of development, specific activities proposed, timelines)

The completion of this Riparian Area Regulations Assessment was triggered by an application for subdivision. The proposed subdivision would involve the creation of 50 lots from Section 7, Ranges 6 and 7, Sahtlam District. Eventual lot sizes would range from a minimum of approximately 1 ha up to a maximum of 3.5 ha.

The study area consists of regenerating coniferous forest dominated by young Douglas-fir (*Pseudotsuga menziesii*). The land base has been logged at least once in the past. A network of gravel roads, previously used to provide access for timber harvesting, bisect the study area. The main future access roads for the site would be via Belvedere Crescent and Jordans Lane, which connect to Old Lake Cowichan Road to the north. The proposed subdivision road network would, for the most part, follow the existing network of gravel roads. Preliminary background and site preparation work includes the excavation of percolation test pits, access road improvements and well exploration.

Prior to the field assessment, background research included checking on appropriate databases for known documented watercourses and sensitive ecosystems (e.g. wetlands) on the site. Background checks using the Habitat Wizard database returned no documented watercourses on the subject property. While this type of background research is useful in determining the distribution of documented water courses, it cannot be relied upon as an exhaustive record. Previous site visits and discussions with engineers responsible for site surveys and planning revealed that one known watercourse occurs on site. This creek, known locally as "Jordans Creek" therefore became a focus point for the RAR assessment. The study area was also traversed over the course of two field days to determine whether any additional RAR-applicable streams occurred on the property. Although the focus of the assessment was to determine the existence of RAR-applicable drainages, wetland ecosystems were also delineated and assessed for connectivity to potential fish habitat. Regardless of their value to fish or connected fish habitat values, wetland ecosystems in general provide benefits for wildlife (e.g. breeding habitat for amphibians).

During a background check of the Sensitive Ecosystem Inventory (SEI) mapping for eastern Vancouver Island, three identified wetland ecosystems were shown to occur on the subject area. The most significant wetland, which has the unique SEI identifier code of "VO607 WN:sp", has already been identified by the developer. The wetland ecosystem and surrounding forested buffer have been split off as a separate entity and designated as parkland for permanent protection (refer to site plan – wetland "A"). The SEI mapping also showed the approximate course of "Jordans Creek" traversing the subject property, although the creek remains un-named on the mapping layer. The second SEI wetland occurs on the mapped drainage, to the immediate south of the terminus of Jordans Lane, and has been identified as "V0606AWN:sp." This wetland extends further to the south compared to what is indicated on the SEI mapping product (refer to site plan – Wetland "B"). The third SEI wetland, which has the unique identifier of "V0606BWN:sp" (Wetland "T") is also shown on the Site Plan.

Where it enters the subject property from the northwest, Reach 1 of Jordan's creek represents a watercourse that appears to have been historically straightened. Natural sinuosity is limited, the

banks are uniform and the width is consistent. The substrate consists of an alluvial bed, although there are sections where organic deposits dominate. The drainage was not flowing at the time of the assessment, but very shallow isolated pockets of standing water occurred. Pacific tree frog (*Hyla regilla*) larvae were found in the pockets of standing water.

The drainage does begin to exhibit more of a natural channel type downstream of the gravel access road crossing; the channel is, however, difficult to follow as it is not well defined downstream of the crossing. A culvert has been installed (July 2011) close to the existing gravel road crossing point, which followed the Section 9 Notification process under Section 9 of the Provincial Water Act. The culvert that was installed was oversized, to allow the base to be built up with natural stream bed material, emulating natural flow conditions and stream characteristics. Engineers currently responsible for site surveying and planning were responsible for the Section 9 application and installation of the culvert. Disturbed areas in and around the road footprint and crossing point associated with the Section 9 approval will be subject to a riparian replanting prescription, which was submitted with the Section 9 application by the on-site planning engineers. This replanting plan will be carried out in October 2011, as soon as soil moisture conditions allow. A post construction report detailing the installation of the culvert will be submitted under separate cover.

Immediately prior to the eastern edge of Range 6 (assessment area boundary), the drainage becomes extremely poorly defined, as it enters a wide, moist seepage area (part of the SEI identified wetland "V0606A WN:sp"). Where it re-enters the assessment area, the creek becomes more defined (Reach 2) in a steep ravine and it continues in a southerly direction before crossing Riverbottom Road. Where it flows through the ravine, the creek represents a riffle-pool channel type, with gravels and cobbles dominating the substrate. At the Riverbottom Road crossing beyond the study area, the creek is well defined, with a gravel/cobble dominated substrate. The system is seasonal in terms of flow regime. The creek connects with the Cowichan River, which represents an extremely important fisheries resource.

Because of the seasonal flow regime and lack of fish habitat attributes (e.g. deep pools serving as summer-time refugia), it is very unlikely that the drainage supports fish upstream of the ravine (Reach 1). In this area, the drainage generally lacks habitat attributes necessary for fish life processes, including spawning habitat, perennial cover/security habitat and pool habitat units. The defined reach of the stream through the ravine (Reach 2) may support fish, but habitat suitability is decreased by the seasonal flow regime. The lower reaches of the system, especially downstream of the Riverbottom Road crossing beyond the property boundary, have more potential to support fish, at least on a seasonal basis. Regardless of whether the stream supports fish or not, there is connectivity by surface flow to confirmed fish habitat (*i.e.* the Cowichan River).

A tributary drainage (Creek "A" on the site plan) enters Jordans Creek in the south-eastern corner of the property. This creek is generally poorly defined, and the flow periodicity is seasonal. The substrate is mainly comprised of organic material, with portions of small gravel also occurring. Due to a lack of habitat attributes necessary for the survival of fish, it is very unlikely that Creek A supports fish. Direct connectivity by surface flow to Jordans Creek, however, qualifies it as a "stream" under the Riparian Areas Regulation process.

Creek A becomes defined as a "stream" at the outlet of Wetland "N" (refer to Site Plan). Above this point, along wetlands "L and M", the drainage characteristics represent those of a Non Classified Drainage (NCD), due to the lack of a continuous defined channel and portions of sub-surface/seepage flow.

Due to the historic logging activities on site, the riparian corridor along Reach 1 of Jordans Creek consists mainly of young forest, with dense patches of young red alder (*Alnus rubra*) in the

immediate riparian area, and Douglas-fir, western redcedar (*Thuja plicata*) and western hemlock (*Tsuga heterophylla*) beyond. Where the channel is poorly defined downstream of the gravel road crossing, shrub and herb vegetation is dense in the riparian area, with Pacific ninebark (*Physocarpus capitatus*), salmonberry (*Rubus spectabilis*), red elderberry (*Sambucus racemosa*) and cooley's hedge nettle (*Stachys cooleyae*) being the most common species. At the point where the drainage leaves Range 6 and crosses the study area boundary, the wide, poorly defined moist seepage area (the SEI wetland – wetland “B”) consists of dense patches of salmonberry and willow (*Salix* sp.), with skunk cabbage (*Lysichiton americanum*), water parsley (*Oenanthe sarmentosa*), slough sedge (*Carex obnupta*), hardhack (*Spiraea douglasii*) and cooley's hedge nettle also occurring.

The ravine which represents Reach 2 of Jordans Creek consists of young forest, with western redcedar, western hemlock, Douglas-fir and bigleaf maple (*Acer macrophyllum*) being the most common species. The shrub and herb layers consist mainly of salmonberry, swordfern (*Polystichum munitum*) and vanilla leaf (*Achlys triphylla*). Richer, moister plant assemblages also occur, especially in the southern portion of Reach 2. Devil's club (*Oplopanax horridus*) was a good indicator of richer riparian habitat units.

As it represents part of the Jordan's Creek drainage, wetland B (refer to site plan) is applicable to the RAR process. The extension of the wetland to the south has a reasonable, albeit poorly defined and seasonal, connectivity to the main drainage. Beyond the moist seepage area located on Jordans Creek, the southern part of wetland B consists of a seasonally wetted area dominated by hardhack. This wetland will not provide habitat for fish. Wetland N also has a reasonable connectivity by surface flow to Creek A, and it is, therefore, applicable to the RAR process.

Apart from wetlands B and N, all other wetlands represent isolated features that do not support fish or connect by surface flow to fish habitat. These wetlands, therefore, are not applicable to the RAR process (refer to site plan). Two fluctuating water table sites, which consist of poorly defined depressions that are seasonally inundated, were identified during the field assessment. One is located to the north-east of Wetland E (fluctuating water table site “F”) and the other is located close to the southern property boundary (fluctuating water table site “V”). Site “V” is relatively dry, but contains pockets of hydrophytic vegetation, including slough sedge (*Carex obnupta*) and hardhack. Fluctuating water table site “V” also contains trembling aspen (*Populus tremuloides*).

Despite the lack of benefits to fish habitat, all mapped wetlands are significant in that they will provide value for wildlife (e.g. breeding habitat for amphibians). The wetlands contain vegetation typical of moist, seasonally-inundated areas, including hardhack, slough sedge, willow and red-osier dogwood (*Cornus stolonifera*), with crab-apple (*Malus fusca*) commonly occurring in the riparian fringes. Although these isolated wetland habitats are not associated with the RAR, and there is no requirement for their protection or provision of a riparian buffer under the RAR, efforts must be made to plan the site development around the wetlands in order to minimize potential impacts. In the event where disturbance is unavoidable, impacts must be kept to a minimum. Ideally, provision of a vegetated riparian buffer zone up to 15 metres wide would help maintain the function of the wetland ecosystems.

The Cowichan Valley Regional District has general provisions for the protection of “Environmentally Sensitive Areas” in its Official Community Plan (OCP) – bylaw No. 1490. These provisions are applicable to Electoral Area “E”, which is where the study area is located. Policy 3.1.1 of the OCP identifies known sensitive areas (wetlands and watercourses), but there are no sensitive areas identified for the study area under this policy. The policy does concede, however, that “...other sensitive habitat areas exist that will require identification and protection in the future through ongoing identification.” Policy 3.1.13 states that “Lakes, other valuable wetland areas and sensitive or rare habitat shall be protected against any use or activity which may reduce their

environmental integrity.” Policy 3.1.4 provides recommended setbacks adjacent to “watercourses” to maintain the area’s high fish bearing capabilities, but there are no provisions for setbacks adjacent to isolated, non fish bearing wetlands.

The provisions and intent of the OCP indicate the relevance of developing the site in such a way that minimizes potential impacts to the isolated wetland ecosystems. Where disturbance is unavoidable, impacts must be minimized.

It should be noted that the locations of the wetlands have not been surveyed in the field, but have been depicted using hand-help GPS units and orthophoto interpretation, where photo resolution allows.

It is worth noting that dispersing juvenile Western Toads (*Bufo borealis*) were observed throughout the assessment area during the field assessment. The Western Toad is included on the Federal Species at Risk Act as a species of Special Concern (Schedule 1). This species is known to breed in wetlands in the Sahtlam area, and it is likely that some of the isolated wetlands identified as part of the riparian assessment will provide breeding habitat for this species. This further highlights the value of retaining the wetlands during the development, or minimizing impacts where disturbance may be unavoidable. The toads can make use of seasonally wetted areas for breeding, as the larvae do not require permanent water in which to complete their metamorphosis into adults. The best available habitat for all amphibians (including the Western Toad) has already been preserved by the developer in the form of the extensive wetland located in the area designated as parkland (wetland A).

The terrestrial life phase of amphibians such as the Western Toad puts them at risk from human-related impacts, such as road kill. The road network that is put into place as part of the final subdivision will likely have direct implications on amphibians, especially during the initial juvenile dispersal period. Consideration should be given in the future to implementing measures to reduce the impacts of roads on amphibian movements. Specific recommendations are difficult to quantify at present, as mitigation would depend upon migration routes, confirmed breeding habitat and traffic volume.

It should be noted that in addition to preserving the significant wetland area represented by Wetland A (including adjacent forested areas), the entirety of the forested ravine (Reach 2 – Jordans Creek) and the connected forested habitat in the south-eastern corner of the property (which includes wetlands “L”, “M” and “N”) have also been protected. Designation of these areas as parkland has undoubtedly led to the protection of important amphibian breeding areas and connected terrestrial habitat. The development will also involve the creation of large lots, where the developer will identify a suitable building footprint prior to construction. The developer will also be encouraging a “green” development mentality, with the preservation of natural green space being an integral part. This will help maintain the function and value of existing terrestrial habitat, especially if green space is concentrated around identified features such as wetlands. Pre-determining house footprints will allow for the protection of features such as the isolated wetland areas.

As this RAR has been triggered by a subdivision application, there are currently no defined construction footprints. If future developments are proposed inside any RAA (e.g. on a lot by lot basis), a more focused RAR assessment should be completed. Impingement on the SPEA will occur at the road crossing point, which was considered under the Section 9 application process. Replanting of road-associated impacted areas in and around the crossing point will be carried out as part of the Section 9.

Section 2. Results of Riparian Assessment (SPEA width)

2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2011-08-29

Description of Water bodies involved (number, type)

1 Stream – “Jordans Creek”

Stream	X
Wetland	
Lake	
Ditch	
Number of reaches	2
Reach #	1

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)	
starting point	2.2	0.5	I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	2.2		
	1.8		
	2.1		
	2.4		
	2.1		
downstream	2.1	1	
	2.3		
	2.0		
	3.1		
	2.3		
Total: minus high /low	19.7		
mean	2.2	0.75	
	R/P	C/P	
Channel Type	X		

Site Potential Vegetation Type (SPVT)

	Yes	No	
SPVT Polygons	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
Polygon No:	<input style="width: 50px;" type="text"/>		Method employed if other than TR
SPVT Type	LC	SH	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Polygon No:	<input style="width: 50px;" type="text"/>		Method employed if other than TR
SPVT Type	LC	SH	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Polygon No:	
SPVT Type	

Method employed if other than TR

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	10					
Litter fall and insect drop ZOS (m)	10					
Shade ZOS (m) max	6.6	South bank	Yes	X	No	
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)					
Ditch Fish Bearing	Yes	No	If non-fish bearing insert no fish bearing status report			
SPEA maximum	10	(For ditch use table3-7)				

Segment No:	2	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	10					
Litter fall and insect drop ZOS (m)	10					
Shade ZOS (m) max	N/A	South bank	Yes		No	X
SPEA maximum	10	(For ditch use table3-7)				

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)						
Litter fall and insect drop ZOS (m)						
Shade ZOS (m) max		South bank	Yes		No	
SPEA maximum		(For ditch use table3-7)				

I, Trystan Willmott, hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

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Section 2. Results of Riparian Assessment (SPEA width)

2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2011-06-28

Description of Water bodies involved (number, type)

1 Stream – “Jordans Creek”

Stream	X
Wetland	
Lake	
Ditch	
Number of reaches	2
Reach #	2

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)	
starting point	2.6	5	I, <u>Trystan Willmott</u> , hereby certify that: e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; f) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and h) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	3.8		
	3.1		
	2.9		
	4.0		
	2.7		
downstream	3.6	4	
	2.9		
	3.2		
	3.5		
	2.6		
Total: minus high /low	28.3		
mean	3.14	4.5	
	R/P	C/P	
Channel Type		C/P	

Site Potential Vegetation Type (SPVT)

	Yes	No	
SPVT Polygons	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes I, <u>Trystan Willmott</u> , hereby certify that: e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; f) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and h) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
Polygon No:	<input style="width: 50px;" type="text"/>		Method employed if other than TR
SPVT Type	LC	SH	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Polygon No:	<input style="width: 50px;" type="text"/>		Method employed if other than TR
SPVT Type	LC	SH	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Polygon No:			
SPVT Type			

Method employed if other than TR

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)	10						
Litter fall and insect drop ZOS (m)	10						
Shade ZOS (m) max	9.42	South bank	Yes		No	X	
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)						
Ditch Fish Bearing	Yes		No		If non-fish bearing insert no fish bearing status report		
SPEA maximum	10	(For ditch use table3-7)					

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)							
Litter fall and insect drop ZOS (m)							
Shade ZOS (m) max	N/A	South bank	Yes		No		
SPEA maximum		(For ditch use table3-7)					

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)							
Litter fall and insect drop ZOS (m)							
Shade ZOS (m) max		South bank	Yes		No		
SPEA maximum		(For ditch use table3-7)					

I, Trystan Willmott, hereby certify that:

e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;

f) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;

g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and

h) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

The entirety of the ravine (which includes the 10m SPEA) has already been designated as parkland, to ensure protection of the riparian corridor in perpetuity. As the ravine is less than 60 metres wide from top of ravine bank to top of ravine bank, any development activities within 30 metres of the top of ravine bank would still require the completion of a more focused Riparian Assessment.

Section 2. Results of Riparian Assessment (SPEA width)

2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2011-08-29

Description of Water bodies involved (number, type)

1 Stream ("Creek A")

Stream	X
Wetland	
Lake	
Ditch	
Number of reaches	1
Reach #	1

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)	
starting point	2.3		I, <u>Trystan Willmott</u> , hereby certify that: i) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; j) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; k) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and l) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	1.3	1.5	
	1.4		
	1.5		
	2.7		
	2.1		
downstream	2.5	2.0	
	2.9		
	2.6		
	3.6		
	1.4		
Total: minus high /low	21.6		
mean	2.4	1.75	
	R/P C/P S/P		
Channel Type	X		

Site Potential Vegetation Type (SPVT)

	Yes	No	
SPVT Polygons		X	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes I, <u>Trystan Willmott</u> , hereby certify that: i) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; j) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; k) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and l) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH	TR
			X
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH	TR
			

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Polygon No:	
SPVT Type	

Method employed if other than TR

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	10					
Litter fall and insect drop ZOS (m)	10					
Shade ZOS (m) max	7.2	South bank	Yes	X	No	
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)					
Ditch Fish Bearing	Yes	No	If non-fish bearing insert no fish bearing status report			
SPEA maximum	10	(For ditch use table3-7)				

Segment No:	2	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	10					
Litter fall and insect drop ZOS (m)	10					
Shade ZOS (m) max	N/A	South bank	Yes		No	X
SPEA maximum	10	(For ditch use table3-7)				

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)						
Litter fall and insect drop ZOS (m)						
Shade ZOS (m) max		South bank	Yes		No	
SPEA maximum		(For ditch use table3-7)				

I, Trystan Willmott, hereby certify that:

- i) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- j) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;
- k) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- l) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

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2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2011-08-29

Description of Water bodies involved (number, type)

1 wetland – Wetland “B”

Stream	
Wetland	X
Lake	
Ditch	
Number of reaches	
Reach #	

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)
starting point upstream		
downstream		
Total: minus high /low mean		
	R/P	C/P S/P
Channel Type		

I, Trystan Willmott, hereby certify that:

m) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;

n) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;

o) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and

p) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Site Potential Vegetation Type (SPVT)

	Yes	No	
SPVT Polygons		X	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes
			I, <u>Trystan Willmott</u> , hereby certify that:
			m) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ;
			n) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;
			o) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
			p) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH TR	
		X	
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH TR	

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Polygon No:		Method employed if other than TR	
SPVT Type			

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)	15						
Litter fall and insect drop ZOS (m)	15						
Shade ZOS (m) max	30	South bank	Yes	X	No		
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)						
Ditch Fish Bearing	Yes	No	If non-fish bearing insert no fish bearing status report				
SPEA maximum	30	(For ditch use table3-7)					

Segment No:	2	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)	15						
Litter fall and insect drop ZOS (m)	15						
Shade ZOS (m) max	N/A	South bank	Yes		No	X	
SPEA maximum	15	(For ditch use table3-7)					

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)							
Litter fall and insect drop ZOS (m)							
Shade ZOS (m) max		South bank	Yes		No		
SPEA maximum		(For ditch use table3-7)					

I, Trystan Willmott, hereby certify that:

m) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;

n) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;

o) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and

p) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

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2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2011-08-29

Description of Water bodies involved (number, type)

1 wetland – Wetland “N”

Stream	
Wetland	X
Lake	
Ditch	
Number of reaches	
Reach #	

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)
starting point		
upstream		
downstream		
Total: minus high /low mean		
Channel Type	R/P	C/P S/P

I, Trystan Willmott, hereby certify that:

q) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;

r) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;

s) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and

t) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Site Potential Vegetation Type (SPVT)

	Yes	No	
SPVT Polygons		X	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes
			<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>q) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>r) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;</p> <p>s) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and</p> <p>t) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.</p>
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH TR	
		X	
Polygon No:			Method employed if other than TR
SPVT Type	LC	SH TR	

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Polygon No:		Method employed if other than TR	
SPVT Type			

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)	15						
Litter fall and insect drop ZOS (m)	15						
Shade ZOS (m) max	30	South bank	Yes	X	No		
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)						
Ditch Fish Bearing	Yes	No	If non-fish bearing insert no fish bearing status report				
SPEA maximum	30	(For ditch use table3-7)					

Segment No:	2	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)	15						
Litter fall and insect drop ZOS (m)	15						
Shade ZOS (m) max	N/A	South bank	Yes		No	X	
SPEA maximum	15	(For ditch use table3-7)					

Segment No:		If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons					
LWD, Bank and Channel Stability ZOS (m)							
Litter fall and insect drop ZOS (m)							
Shade ZOS (m) max		South bank	Yes		No		
SPEA maximum		(For ditch use table3-7)					

I, Trystan Willmott, hereby certify that:

- q) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- r) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;
- s) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- t) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

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FORM 1
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



PROJECT: RAR Assessment of Proposed Subdivision of Section 7, Range 6 & 7, Sahtlam District
ASSESSED BY: Trystan Willmott, B.Sc., A.Sc.T.

CLIENT: David Conway
FIELD VISIT: August 11 & October 15, 2010

DOSSIER: 10.0213
MAP SCALE: 1:4,000

DRAWN BY: Anna Jeffries
REVISION DATE: May 6, 2011



LEGEND

Property Boundary	Riparian Assessment Area (30m)
Lot Boundary	SPEA 30m (Streams); 15-30m (Wetlands B & N)
Stream	Zones of Sensitivity
Top of Ravine Bank	Shade (Streams (NA); 30m on south side of Wetlands B & N)
Contour (1m)	Large Woody Debris
Isolated Wetland not applicable to the RAR	Insect Drop / Litterfall
Fluctuating Water Table Site	

*All features on this map are approximate. Features measured in the field were located using a handheld GPS and accuracy can only be guaranteed to 15m.

Section 4. Measures to Protect and Maintain the SPEA

This section is required for detailed assessments. Attach text or document files, as need, for each element discussed in chapter 1.1.3 of Assessment Methodology. It is suggested that documents be converted to PDF before inserting into the assessment report. Use your “return” button on your keyboard after each line. You must address and sign off each measure. If a specific measure is not being recommended a justification must be provided.

As there are currently no developments proposed for the area to be subdivided, detailed measures have not been presented. If future developments are proposed within any RAA, more focused RAR assessments should be carried out that specifically address the development footprint that is proposed. The requirement for site-specific RAR assessments would only be necessary for any developments that are proposed inside an RAA in the affected lots (the “focus lots”). These lots are located in the north-eastern corner of Range 6 (Reach 1 – Jordans Creek) and adjacent to both sides of the ravine (Reach 2 – Jordans Creek) in the south-eastern corner of Range 7.

1. Danger Trees	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> u) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>, v) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; w) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
<p>Due to the historical land use activities (logging), the assessment area currently consists of patches of young regenerating forest. Despite the lack of mature trees, potential danger trees exist, but specific measures would depend on the precise locations of future development footprints. Any trees that are assumed to be “Danger Trees” inside a SPEA must only be removed under the recommendations and supervision of a qualified professional (e.g. arborist).</p>	
2. Windthrow	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>, b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
<p>Damage to trees from windthrow usually occurs as a result of clearing large areas of trees and creating edges that are exposed to increased wind velocities. Given that one of the development ideologies is to create a “green” development concept, the removal of vegetation, including trees, will be minimized. Specific impacts to trees inside the SPEAs from individual lot development would depend on site-specific development footprints in the focus lots.</p>	
3. Slope Stability	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>, b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
<p>Steep slopes exist throughout the ravine (Jordans Creek – Reach 2). As any future</p>	

FORM 1

	developments would be set back from the protected ravine area, it is unlikely that construction on the focus lots adjacent to the ravine would lead to slope instability.
<p>4. Protection of Trees</p>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>Trees can often become damaged as a result of construction activities. Machine operations can lead to direct damage to roots (e.g. from trenching), limbs and bark. Site level topography can also become altered around trees, leading to tree stems becoming buried or exposed. Heavy machinery operations can also compact the soil around tree roots, causing altered drainage characteristics. There is also the potential for construction-related contaminants to impact the rooting areas of trees. Depending upon the eventual locations of development footprints, specific recommendations may be required for the focus lots to ensure that trees are protected from both direct and indirect construction activities.</p> <p>During the construction of the road associated with the culvert crossing (Reach 1 – Jordans Creek) and the construction of the road right of way, there was the potential for damage to trees in the immediate riparian area beyond the area being cleared. Riparian vegetation (including tree cover) was removed inside the SPEA during the construction of the road. These crossing activities fell under the direct jurisdiction of the Section 9 Notification process, and a post-construction report which addresses mitigation at the crossing site will be completed under separate cover and submitted as a Post Construction Report.</p>
<p>5. Encroachment</p>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>Despite the previous land use activities, the assessment area currently represents an undeveloped, “green” site, although preliminary road paving has already occurred on the pre-existing gravel road network (associated with the road crossing work over Jordan’s Creek).</p> <p>Any further development inside the RAAs in the focus lots would lead to the requirement for a more detailed RAR that specifically addresses the proposed development footprint. Inadvertent encroachment into the RAAs or SPEAs in the focus lots could be avoided by adding the RAA and SPEA onto all future development/site plans. Future owners of the focus lots must be made aware of the RAAs and SPEAs that exist on the properties and the requirements for protection (e.g. the obligation to have a focused RAR completed if developments are proposed within any 30m RAA). A definitive, pre-emptive means of preventing encroachment would be to register the RAAs as covenant areas.</p>

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6. Sediment and Erosion Control	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>No recommendations for sediment and erosion control can be formulated at present for the focus lots, as there are no specific development proposals. Sediment and erosion control measures would be tailored to specific development footprints, if proposed within any RAA.</p> <p>The disturbance associated with the culvert installation and construction of the road in the riparian area represented a potential source of sediment production (Reach 1 – Jordans Creek). Sediment and erosion control were managed as part of the Section 9 Notification procedure. A Post Construction Report detailing sediment and erosion control measures during the installation procedure will be completed and submitted under separate cover.</p>
7. Stormwater Management	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>The goal of stormwater management is to capture surface run off from impervious surfaces and return it to natural hydrological pathways. No specific recommendations can be made at this stage for the focus lots, although should more detailed RAR assessments be triggered by any future developments located inside an RAA, site specific stormwater management measures will need to be developed.</p> <p>For the site as a whole, the large lot concept and “green” development ideology will help to reduce the overall surface coverage of impermeable materials.</p>
8. Floodplain Concerns (highly mobile channel)	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>Where it flows through the north-eastern corner of the south-eastern focus lot located in Range 6, Jordan Creek is poorly defined, with seasonally-flooded areas evident (e.g. Wetland B). Any future developments associated with this lot would need to at least respect the SPEA, which would place the development away from potential flooding.</p> <p>While it was not possible to definitively identify an edge to the fluctuating water table site to the east of Wetland E, development on this lot should take into consideration</p>

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	the fact that pockets to the north-east of Wetland E are seasonally inundated (refer to site plan). The depression associated with Fluctuating Water Table Site "V" is easier to define.
--	--

Section 5. Environmental Monitoring

Attach text or document files explaining the monitoring regimen Use your "return" button on your keyboard after each line. It is suggested that all document be converted to PDF *before* inserting into the PDF version of the assessment report. Include actions required, monitoring schedule, communications plan, and requirement for a post development report.

Monitoring is generally required to oversee construction projects on the ground to ensure that the various measures are being implemented.

In this case, there are no current RAR-related activities on the focus lots, as this RAR assessment has been triggered by the application for a subdivision. It is important, however, that future landowners of the focus "RAR lots" are fully aware of the existence of the applicable drainages, the associated setbacks and requirement for a focused RAR assessment. Final site plans must show the RAR-applicable drainages and highlight the SPEA and RAA. Any development on the focus lots, therefore, should trigger the Development Permit process through the local government. Site-specific RAR-assessments would then be able to be carried out that address proposed development footprints, should the footprints be located inside an RAA.

To help ensure that RAAs are identified appropriately in the future, the HWM of Jordans Creek and wetland B will be flagged in Range 6 (Lots 19 and 20), as this represents Phase 1 of the development (refer to Site Plan). The remainder of Jordan's Creek, Creek A and Wetland N will be flagged when Phase 2 is initiated. Where Jordan's Creek flows through Range 7, future flagging would involve identifying the top of ravine bank, as the RAA would encompass an area from the HWM to a point 30 metres back from the top of ravine bank.

For the subdivision process, the road network will need to be developed. Monitoring was carried out for the installation of the culvert and road development at the Jordans Creek crossing point as part of the Section 9 application. No other roads are currently planned inside an RAA. However, as part of the initial development process, driveways will likely be required to provide access on a lot-by-lot basis. If future driveways are planned inside RAAs in any of the focus lots, monitoring would also be required.

Where roads are proposed through isolated wetlands and no other alternatives exist, the developer should contact a QEP to determine appropriate mitigation measures to decrease impacts.

Actions Required/Monitoring Schedule – Road Development

The installation of the culvert and road development through the SPEA (as per the Section 9 application) was monitored. A pre-construction meeting was held, regular visits were made throughout the process and a final follow-up field visit was carried out.

Future Communications Plan:

The developer must contact the QEP in the event that any additional roads not currently shown on the Site Plan (e.g. driveways) are proposed to be built within any RAA. The culvert installation on Jordan's Creek (subject to the Section 9 process) was the extent of current road construction inside any RAAs on site.

Post Construction Report:

As part of the monitoring process, a report that documents all construction activities is required. At this point, the road construction and culvert installation over Jordans Creek are the focus of the post construction reporting, as these are the only current activities planned

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inside an RAA. A post construction report will be submitted using the RAR on-line submission process. The report will detail the road development and culvert installation process, and will contain a chronological break down (with site photos) of all development activities and describe compliance to the various measures.

Section 6. Photos – Range 6 (Jordans Creek – Reach 1)



Looking northwest (upstream) along the lower portion of Jordans Creek (Reach 1) where it flows through the north-eastern section of Wetland B. Note lack of defined channel and hydrophytic vegetation.



Looking east over the southern extension of wetland B. Note predominance of hardhack.



Typical poorly defined channel characteristics of Jordans Creek prior to entering Wetland B (Reach 1).



Example of poorly defined channel characteristics of Jordans Creek upstream of Wetland B (Reach 1). Alluvial deposits and scour indicate seasonal conveyance of surface water.

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Residual standing water located at the current gravel road crossing on Jordans Creek (Reach 1). Pacific tree- frog tadpoles were observed in this pool during the field assessment.



Looking north-west (upstream) along the upper portion of Jordans Creek (Reach 1). The drainage is well defined in this area and resembles a historically straightened channel. Note lack of fish habitat diversity.

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Looking east over Wetland C, showing dense hardhack coverage.



Seasonally inundated depression represented by Wetland D.

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Looking north over wetland E from the forested riparian fringe. Note predominance of hardhack inside the wetland boundaries.



Looking north-east over fluctuating water table site V. Note dense hardhack and stand of trembling aspen.

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Example of a juvenile Western Toad observed on one of the existing gravel access roads (Range 6) during the assessment.

Photos – Range 7 – Jordans Creek Reach 2 and Creek A



Looking north (upstream) along Reach 2 of Jordans Creek from a point close to the confluence of Creek A. Note Devil's club in the shrub layer, which indicates rich nutrient conditions.

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Typical substrate composition of Reach 2 – Jordans Creek.



Looking across the forested ravine which represents Reach 2 of Jordans Creek.

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Well defined lower portion of Creek A – note alluvial deposits.



Above and below: poorly defined upper portion of Creek A flowing over an organic substrate.

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Creek A at its confluence with Jordan's Creek.

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Typical hardhack-dominated vegetation found in isolated wetlands throughout Range 7 (wetland G).

Section 7. Professional Opinion**Assessment Report Professional Opinion on the Development Proposal's riparian area.**Date 1. I, Trystan
Willmott _____

Please list name(s) of qualified environmental professional(s) and their professional designation that are involved in assessment.)

hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*,
- b) I am qualified to carry out the assessment of the proposal made by the developer, Belinda Paulsen, which proposal is described in section 3 of this Assessment Report (the "development proposal"),
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation; AND

2. As a qualified environmental professional, I hereby provide my professional opinion that:

- a) if the development is implemented as proposed by the development proposal there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed, **OR**
(Note: include local government flex letter, DFO Letter of Advice, or description of how DFO local variance protocol is being addressed)

- b) if the streamside protection and enhancement areas identified in this Assessment Report are protected from the development proposed by the development proposal and the measures identified in this Assessment Report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed.

[NOTE: "qualified environmental professional" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if

(a) the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association,

(b) the individual's area of expertise is recognized in the assessment methods as one that is acceptable for the purpose of providing all or part of an assessment report in respect of that development proposal, and

(c) the individual is acting within that individual's area of expertise.

Exhibit "G"

Second Assessment Report (Riparian Areas) dated July 11, 2016

SCHEDULE A

4144

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Riparian Areas Regulation: Assessment Report

Please refer to submission instructions and assessment report guidelines when completing this report.

Date 2016-07-11

I. Primary QEP Information

First Name	Trystan	Middle Name	
Last Name	Willmott		
Designation	Technologist	Company	Madrone Environmental Services Ltd.
Registration #	25491	Email	trystan.willmott@madrone.ca
Address	1081 Canada Avenue		
City	Duncan	Postal/Zip	V9L 1V2
Prov/state	BC	Country	Canada
		Phone #	250 746 5545

II. Secondary QEP Information (use Form 2 for other QEPs)

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	
Prov/state		Country	
		Phone #	

III. Developer Information

First Name	Belinda	Middle Name	
Last Name	Paulsen		
Company	Caromar Land Sales Ltd.		
Phone #	604 984 7755	Email	Belinda@caromar.com
Address	616-1641 Lonsdale Avenue		
City	North Vancouver	Postal/Zip	V7M 2J5
Prov/state	BC	Country	Canada

IV. Development Information

Development Type	Subdivision: < 6 lots single family		
Area of Development (ha)	5.2	Riparian Length (m)	50
Lot Area (ha)	7.1	Nature of Development	New
Proposed Start Date	2015-06-15	Proposed End Date	2016-06-15

V. Location of Proposed Development

Street Address (or nearest town)	Duncan		
Local Government	Cowichan Valley Regional District	City	Duncan
Stream Name	N/A		
Legal Description (PID)	009-849-637	Region	Vancouver Island
Stream/River Type	Stream	DFO Area	South Coast
Watershed Code	920-257700-14900, 10U 439856 5402240		
Latitude	48	46	8
Longitude	123	49	9

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed. Insert that form immediately after this page.

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Section 1. Description of Fisheries Resources Values and a Description of the Development proposal

(Provide as a minimum: Species present, type of fish habitat present, description of current riparian vegetation condition, connectivity to downstream habitats, nature of development, specific activities proposed, timelines)

The completion of this Riparian Area Regulations Assessment was triggered by an application for subdivision. The proposed subdivision would involve the creation of 5 lots from Section 7, Range 6, Sahtlam District. The area to be subdivided was associated with a previous Riparian Area Regulations (RAR) assessment completed in 2011, which included a wide area (Section 7, ranges 6 and 7). Since the original assessment, the local government (Cowichan Valley Regional District – CVRD) has introduced new guidelines for the protection of wetlands that apply to the study area, regardless of whether the wetlands are applicable to the RAR or not. The new guidelines recognize that wetlands that do not provide fish habitat or connect by surface flow to fish habitat are very important features that require protection.

While the focus of the original RAR assessment was to identify drainages applicable to the RAR, isolated wetlands were also identified during the fieldwork. Protective setbacks of 15 m were recommended in the original RAR around each isolated wetland. Now that specific requirements have been adopted into the Official Community Plan (OCP) that address isolated wetlands (as per Section 14.12 of the electoral area E and part of F Cowichan-Koksilah OCP), a formal wetland protection development permit area has been established. Part of the development permit application process involves the assessment and inclusion of riparian protection areas around wetlands, and consideration of potential impacts from proposed development activities.

As isolated wetlands were identified in the original 2011 RAR in the proposed area to be subdivided into 5 lots, site visits were required to identify the high water marks of the previously identified wetlands on proposed lots 3 and 4 and to determine appropriate riparian protection areas (as per the intentions of the new guidelines in the OCP). Based on the main scope of the original assessment (to identify RAR-applicable drainages), the proposed 5-lot subdivision area was checked in more detail to determine whether any additional wetlands occurred. During these recent site visits, an additional isolated wetland was located on proposed lot 6, which was not identified during the original 2011 field visits (based on the size of the wetland and scope of the original assessment). The southern edge of a wetland was also identified close to the northern boundary of proposed lot 5, which was also not located during the 2011 assessment. This wetland was likely not captured due to the fact that the majority occurs beyond the property boundary and only the southern tip extends onto the subject property.

During the assessment of a neighbouring (unrelated) property to the north east of proposed lot 5, a small drainage ditch was located, which drains seasonally from the eastern edge of the wetland that extends onto proposed lot 5 (wetland 1). This drainage ditch occurs entirely on the neighbouring property, and connects with confirmed fish habitat (Currie Creek) approximately 1.2 km to the east of the wetland. Based on the characteristics of the outlet drainage, there is no potential for fish to enter wetland 1. But, the fact that seasonal surface flow connectivity occurs to confirmed fish habitat, albeit via a poorly defined ditch on a neighbouring property, the wetland is applicable to the RAR.

The purpose of this report is to include protective measures for the SPEA associated with wetland 1 that extends onto proposed lot 5 and also to provide a platform that describes the provision of riparian protection areas for the isolated wetlands, as per the requirements of the new wetland

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development permit area.

During a background check of the Sensitive Ecosystem Inventory (SEI) mapping for eastern Vancouver Island, wetland 1 was identified as a listed Sensitive Ecosystem (SEI polygon V0606D WN:sp). The wetland extends further to the south (onto the subject property) and to the east compared to what is indicated on the SEI mapping product.

As part of the initial subdivision phase for Ranges 6 and 7, a paved road ("Appaloosa Way") has been constructed to the east of the southern terminus of Jordan's Lane, to provide access to lots in the eastern portion of the subdivision, and to allow construction of an access road to service future lots to the south. The footprint of Appaloosa Way was re-aligned to avoid the isolated wetland that occurs in the northern section of proposed lots 4 and 5 (wetland 3), which had been identified during the original RAR. A dedicated road right of way also extends to the south between proposed lots 4 and 7.

As noted during the initial RAR completed in 2011, preliminary site servicing work in the form of percolation test pits and well exploration was noted on the lots. Since the original RAR, wells have been installed on each of the proposed lots.

The following descriptions relate to the specific characteristics of each of the proposed lots:

Proposed Lots 3 and 4

A wetland ecosystem (wetland 3) comprising mainly of dense hardhack (*Spiraea douglasii*) straddles the lot boundary, with the majority of the wetland extending to the south west into proposed lot 4. Appaloosa Way and a walking trail parallel to the road occur up to the edge of the high water mark along the northern edge of the wetland. A smaller wetland occurs in the south eastern corner of proposed lot 3, which also contains dense pockets of hardhack (wetland 4). Both wetlands are seasonally inundated and do not connect by surface flow to any other system. As a result, these isolated wetlands are not subject to RAR, but are subject to riparian protection areas specified under applicable local government legislation (described in detail below).

The majority of the land on the lots supports undisturbed (albeit second growth) coniferous forest, consisting mainly of Douglas fir (*Pseudotsuga menziesii*), western redcedar (*Thuja plicata*) and western hemlock (*Tsuga heterophylla*). An old gravel access road extends to the south from Appaloosa Way through the western portion of proposed lot 4 to the west of wetland 3.

Proposed Lot 5

An extensive wetland extends into the northern segment of this lot (wetland 1). As noted previously, the wetland is registered under the SEI (polygon number V0606D WN:sp) and connects by surface flow to confirmed fish habitat. The wetland consists mainly of dense patches of hardhack, with some areas of open water (likely seasonal in nature). The SPEA consists of a fringe of second growth coniferous forest, with isolated occurrences of mature western redcedar, western hemlock and Douglas-fir. Young regenerating forest (western redcedar, red alder and Douglas fir) occurs beyond the immediate riparian fringe. Dense shrub growth occurs within the SPEA, with salmonberry (*Rubus spectabilis*) and Nutka rose (*Rosa nutkana*) dominating. Dense patches of bracken fern (*Pteridium aquilinum*) also occur. A drier elevated area consisting of bracken fern, salal (*Gaultheria shallon*) and sword fern (*Polystichum munitum*) parallels the southern edge of the wetland, which helps define the high water mark of the wetland.

An old logging access road extends north east – south west through the central portion of the lot. This road separates a stand of Douglas-fir occurring on an elevated area to the south east from the shrubs and regenerating forest that occur to the south of the wetland. The road connects to Appaloosa Way.

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An isolated wetland straddles the property line between proposed lots 5 and 6 (wetland 2). This wetland consists of dense hardhack and does not connect by surface flow to any other system. The wetland will contain water on a seasonal basis. The riparian zone on the southern side of this wetland is disturbed, with fill applied up to the high water mark. Young red alder is reclaiming the disturbed ground, with Scotch broom (*Cytisus scoparius*) also occurring. It is expected that the broom growing within the riparian area will be shaded out and out-competed in the next several years as the red alder continues to mature. The disturbed area appears to line up with the road right of way established to the south of Appaloosa Way, which runs between proposed lots 4 and 7. This disturbance may, therefore, be associated with a previous plan to construct an access road to the north of Appaloosa Way. The remainder of the riparian area consists of dense shrub vegetation and young regenerating forest.

Proposed Lot 6

This lot shares the isolated wetland discussed in the description of lot 5. The northern segment of the lot is generally flat, with isolated patches of hardhack, willow and salmonberry amongst dense pockets of salal, thimbleberry, red huckleberry and young regenerating Douglas fir. An old logging access road extends west – east in the southern portion of the property, which connects to Appaloosa Way via the old logging access road located on proposed lot 5. A new access extending to the north from the main access road along the western property boundary leads to a well head.

Between Appaloosa Way (which represents the southern property boundary) and the old logging access road, the land slopes down, with continuous second growth coniferous forest occurring. Second growth forest also occurs along the northern property boundary, to the immediate north of the flat shrub-dominated area.

Proposed Lot 7

This lot consists of a relatively uniform coverage of second growth Douglas-fir and western hemlock.

Applicable Riparian Protection Bylaws

Wetlands that do not support fish or connect by surface flow to fish habitat (i.e. seasonally inundated isolated wetlands) are not subject to protection under the RAR. Policy 14.12 of the CVRD Area E OCP establishes wetland protection guidelines, which recognizes the importance of isolated wetlands that do not receive protection under the RAR. The three isolated wetlands that occur on proposed lots 3, 4, 5 and 6 do not support fish, or connect by surface flow to fish habitat. As such, these wetlands are not subject to protection under the RAR.

Policy 14.12 of the OCP requires that a suitably qualified professional should establish riparian setbacks adjacent to isolated wetlands (typically at the subdivision phase) in order to ensure the maintenance of the biological integrity of wetlands and surrounding riparian areas. Based on the spatial extent of the wetland that straddles the boundary between proposed lots 5 and 6 (wetland 2) and the wetland in the south eastern corner of proposed lot 3 (wetland 4), 10 m Riparian Protection Areas (RPAs) are recommended. A 15 m RPA is recommended for the larger wetland that straddles the property boundary between proposed lots 3 and 4 (wetland 3). The RPA adjacent to the northern side of this wetland is truncated by the footprint of Appaloosa Way.

The southern boundary of the wetland that extends onto the northern edge of proposed lot 5 is associated with a 30 m SPEA (wetland 1). The riparian setbacks established under the RAR and policy 14.12 of the OCP (identified as "SPEAs" and "RPA" on the Site Plan) represent no

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disturbance areas. Both policy 14.12 and bylaw 1840 have additional riparian area protection requirements. Under section 5.18 of the bylaw, there is a 20 m setback associated with any "watercourse", which applies to buildings, driveways, structures, lanes and highways. A 7.5 m "SPEA setback" is also relevant to watercourses where the RAR applies. Policy 14.12 of the OCP also specifies a 7.5 m setback between the edge of a wetland RPA and the proposed building envelope. The watercourse and additional RPA and SPEA setbacks are relevant to specific developments – i.e. buildings, driveways, structures, lanes and highways (referred to hereafter as "no building" setbacks), where-as the SPEAs and RPAs restrict all disturbance activities.

It is noted that section 5.18 of bylaw 1840 states that where the 20 m watercourse "no building" setback exceeds the SPEA setback, the larger of the setbacks should be applied. As such, the 20 m watercourse "no building" setback does not apply to the RAR-applicable wetland that extends into the northern segment of proposed lot 5 (wetland 1), as the 15-30 m SPEA and additional 7.5 m "no build" setback are greater than 20 m. The 20 m watercourse buffer does not apply to the larger of the isolated wetlands that straddles the boundary between lots 3 and 4 (wetland 3), as the combined 15 m RPA and additional 7.5 m "no build" setback is greater than 20 m. It should be noted that part of the additional 7.5 m setback from the edge of the RPA associated with wetland 3 is truncated by the dedicated road right of way to the west of the wetland.

The 10 m RPAs and additional 7.5 m "no building" setbacks do not exceed the 20 m watercourse no building zone on the two smaller isolated wetlands. An additional 10 m no building zone, therefore, was applied to the edges of the 10 m RPAs associated with these wetlands, in compliance with the required 20 m watercourse "no building" setback (wetlands 2 and 4). The combination of the no disturbance RPAs and additional "no build" setbacks will help maintain the integrity of the wetlands and associated riparian areas.

In order to assist with the identification of protected areas, the high water mark of all of the wetlands was identified with blue flagging during the field assessment. This flagging has subsequently been surveyed for inclusion onto the site plan.

Septic areas have been specified and approved on each lot, based on the results of percolation tests that were conducted during the preliminary site servicing work. These septic areas do not include the no-disturbance SPEA and RPAs, but septic services could potentially be located within the "no building" buffers associated with the isolated wetlands on proposed lots 3 and 4. Any septic system would need to be specifically engineered and approved by applicable agencies to avoid any potential for the introduction of deleterious substances into the wetland ecosystems.

It is worth noting that the general study area is a "hotspot" for native amphibians, including the provincially blue-listed western toad (*Anaxyrus boreas*) and red-legged frog (*Rana aurora*). Wetlands in the general study area are known to provide breeding habitat for these species, and terrestrial areas provide forage habitat. The subdivision proposal involves the creation of relatively large lots, with the majority of the spatial area of proposed lots 3 and 4 represented by either wetland or associated riparian protection areas. Proposed lot 5 also incorporates significant areas that are protected. Protection of the wetlands and riparian zones will help preserve potential amphibian breeding habitat and also forage habitat. It should be noted that the isolated wetlands do not represent ideal breeding habitat for either red-legged frogs or western toads, due to the predominance of dense stands of hardhack and a lack of open water. The RAR-applicable wetland, however, contains more suitable breeding habitat, based on the occurrence of pockets of open water.

To maintain the value of terrestrial habitat beyond the protected areas, landowners should be encouraged to maintain as much undisturbed vegetation as possible when developing the lots. Landowners should also be made aware of the threats to amphibians associated with road traffic.

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The highest potential for road-based mortality occurs during the main amphibian migration periods – the return of adults to breeding areas in the early spring and the dispersal of juveniles during the mid-summer. Rainfall events during the summer months can also trigger a general movement of amphibians, especially after a period of very dry weather. There is also a marked movement of amphibians in the early autumn, at the onset of seasonal rainfall events. Landowners should be made aware of the increased potential of amphibian road-kill during these times. Permanent signage on Appaloosa Way is recommended, in order to maintain a permanent reminder of the potential for road-associated mortality. A sign placed at the intersection of Appaloosa Way and Jordan's Lane would be most appropriate. The sign should consist of a red-outlined triangle with the picture of a toad or frog, with the words "amphibians on the road – please drive slowly" underneath (similar to the example shown here):



Section 2. Results of Riparian Assessment (SPEA width)

2. Results of Detailed Riparian Assessment

Refer to Chapter 3 of Assessment Methodology

Date: 2016-07-11

Description of Water bodies involved (number, type) 1 wetland

Stream							
Wetland	X						
Lake							
Ditch							
Number of reaches							
Reach #							

Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)

	Channel Width(m)	Gradient (%)	
starting point upstream			I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
downstream			
Total: minus high /low mean			
	R/P	C/P	S/P
Channel Type			

Site Potential Vegetation Type (SPVT)

	Yes	No				
SPVT Polygons		X	Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.			
Polygon No:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">LC</td> <td style="width: 33%; text-align: center;">SH</td> <td style="width: 33%; text-align: center;">TR</td> </tr> </table>		LC	SH	TR	Method employed if other than TR
LC	SH	TR				
SPVT Type	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;">X</td> </tr> </table>				X	
		X				
Polygon No:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">LC</td> <td style="width: 33%; text-align: center;">SH</td> <td style="width: 33%; text-align: center;">TR</td> </tr> </table>		LC	SH	TR	Method employed if other than TR
LC	SH	TR				

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SPVT Type	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Polygon No:	<input type="text"/>	Method employed if other than TR			
SPVT Type	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

Zone of Sensitivity (ZOS) and resultant SPEA

Segment No:	1	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	15					
Litter fall and insect drop ZOS (m)	15					
Shade ZOS (m) max	30	South bank	Yes	X	No	
Ditch	Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)					
Ditch Fish Bearing	Yes	No	If non-fish bearing insert no fish bearing status report			
SPEA maximum	30	(For ditch use table3-7)				

Segment No:	<input type="text"/>	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	<input type="text"/>					
Litter fall and insect drop ZOS (m)	<input type="text"/>					
Shade ZOS (m) max	<input type="text"/>	South bank	Yes	<input type="text"/>	No	
SPEA maximum	<input type="text"/>	(For ditch use table3-7)				

Segment No:	<input type="text"/>	If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons				
LWD, Bank and Channel Stability ZOS (m)	<input type="text"/>					
Litter fall and insect drop ZOS (m)	<input type="text"/>					
Shade ZOS (m) max	<input type="text"/>	South bank	Yes	<input type="text"/>	No	
SPEA maximum	<input type="text"/>	(For ditch use table3-7)				

I, Trystan Willmott, hereby certify that:

- I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;
- I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Comments

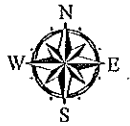
The high water mark of all wetlands has been identified in the field with blue flagging tape, which has subsequently been surveyed for inclusion onto the site plan. As part of the subdivision phase, the SPEA associated with the RAR-applicable wetland and RPAs around the isolated wetlands must be clearly identified in the field with permanent fencing. The additional CVRD "no build" buffers, which apply specifically to buildings, driveways, structures, lanes and highways must also be identified clearly in the field as part of the subdivision process (refer to the "Encroachment" measure for further detail).



PROJECT: RAR Assessment Proposed Subdivision of REM Parcel B (DD 865681) Section 7, Range 6, Sahtlam District

CLIENT:
Caromar Land Sales Ltd.

DOSSIER:
15.01.10



ASSESSED BY:
Justin Lange, B.Sc., R.P. Bio.
and Trystan Willmott, B.Sc., A.Sc.T.

LOCATION:
Duncan, BC

FIELD VISIT:
May 14 and 25, 2015

DRAWN BY:
Johnathan Mack

MAP SCALE:
1:2,000



LEGEND

Property Boundary	Riparian Assessment Area (30m)	CVRD No Build Zone
Wetland	SPEA	(Prohibits Construction of Buildings, Driveways, Structures, Lanes and Highways)
Riparian Protection Area	Zones of Sensitivity: Wetland 1	Wetland 1 (22.5 - 37.5m)
(Isolated Features Not Applicable to RAR)	Wetland 2 (10m)	Wetland 2 (20m)
	Wetland 3 (15m)	Wetland 3 (22.5m)
	Wetland 4 (10m)	Wetland 4 (20m)
	Shade (30m)	
	Large Woody Debris (15m)	
	Insect Drop / Litterfall (15m)	

All features on this map are approximate. Features measured to the following accuracy: Wetland boundaries 0.5m and 1.0m; Riparian Assessment Area 1.0m.



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Section 4. Measures to Protect and Maintain the SPEA

This section is required for detailed assessments. Attach text or document files, as need, for each element discussed in chapter 1.1.3 of Assessment Methodology. It is suggested that documents be converted to PDF before inserting into the assessment report. Use your "return" button on your keyboard after each line. You must address and sign off each measure. If a specific measure is not being recommended a justification must be provided.

<p>1. Danger Trees</p>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; f) I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>Isolated mature trees occur along the immediate riparian fringe of the RAR-applicable wetland, with young second growth trees dominating. Beyond the riparian fringe, the SPEA consists of young regenerating coniferous trees and dense shrub growth. No danger trees were noted within the SPEA during the assessment. Based on the location of the mature trees, dimensions of the SPEA and application of the additional 7.5 m "no build" zone, it is very unlikely that any of the mature trees in the SPEA would represent a threat to any future target on either proposed lot 5 or 6, which are affected by the SPEA.</p> <p>Any management of trees required inside the SPEA in the future, associated with decreasing a potential hazard, would necessitate the implementation of appropriate management techniques. An appropriately qualified professional such as a professional forester with specific knowledge related to the management of wildlife trees, or a professional forester working in association with a QEP with an appropriate knowledge base, must be responsible for the treatment of danger trees.</p> <p>Management options that are focused on retention of as much of the tree stem as possible (while still maintaining immediate and future safety concerns), as opposed to complete removal, represent the most appropriate management techniques. In the event that stems or limbs are cut down, the Coarse Woody Debris (CWD) must remain within the SPEA. The CWD will continue to provide benefits to wildlife (e.g. security habitat for amphibians), provide nutrients to the soil as it breaks down and also help to retain soil moisture.</p> <p>The removal of a danger tree from a SPEA (if applicable in the future) must be offset by planting trees in the SPEA. At a minimum, a 2:1 replacement ratio is required. Western redcedar represents the most appropriate species to plant, based on its longevity, natural resistance to decay and associated long-term benefits afforded to riparian areas. One-gallon pots should be used when replanting.</p> <p>The same measures apply to the management of any danger trees that may be identified in the future in the 10 m or 15 m RPAs associated with the three isolated wetlands.</p>

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2. Windthrow	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
	<p>Damage to trees from windthrow usually occurs as a result of clearing large forested stands and creating edges that are exposed to increased wind velocities. Beyond the immediate SPEA of the wetland and beyond the Riparian Assessment Area, proposed lots 5 and 6 consist mainly of regenerating conifers and dense shrub vegetation. Clearing this low-growing vegetation is not expected to expose the trees inside the SPEA to increased wind velocities.</p>
3. Slope Stability	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
	<p>Proposed lots 5 and 6, which are affected by the SPEA, are generally flat. As a result, there are no concerns related to slope instability. There are also no concerns related to slope stability adjacent to the RPAs associated with the isolated wetlands.</p>
4. Protection of Trees	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
	<p>As noted, the outer edge of the SPEA is generally vegetated with young regenerating coniferous forest and dense shrub vegetation, with a more continuous cover of trees occurring within the immediate riparian fringe. The implementation of the 7.5 m "no build" CVRD buffer (as noted in Section 1), which will be applied to the edge of the wetland SPEA, will help protect the younger trees growing along the outer edge of the SPEA from the more obvious risks associated with heavy machine work (e.g. excavating/trenching for foundations). Similarly, the application of the 7.5 m or 10 m "no build" buffers adjacent to the isolated wetland RPAs will help protect trees from inadvertent damage. It should be noted, however, that the "no build" buffers are not as restrictive as a SPEA or RPA, which introduces potential risks from other development activities and also risks of accidental damage from construction work occurring beyond the additional buffers. To avoid damage to trees inside the SPEAs and RPAs during future development activities, the following measures must be followed when working adjacent to the "no build" buffers:</p> <ul style="list-style-type: none"> - care must be taken to avoid inadvertent damage to tree stems and limbs from working machinery. Damage to tree bark and/or limbs from excavator buckets, for example, can lead to long-lasting negative impacts that can adversely affect the health of trees; - machinery must not be parked over the rooting zones of trees, as roots can become

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	<p>damaged from compaction. Compaction can also alter the drainage regime around trees (e.g. infiltration can decrease);</p> <ul style="list-style-type: none"> - excavations must be kept to an absolute minimum; - if roots are encountered during any excavations, clean cuts must be made as opposed to leaving fragmented cuts; and - tree stems must not be buried by excavated material.
5. Encroachment	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ol style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>The SPEAs and RPAs represent no disturbance zones. "Disturbance" includes the following activities (none of which are permitted inside a RPA or SPEA):</p> <ul style="list-style-type: none"> -Removal, alteration, disruption or destruction of vegetation; - Disturbance of soils; - Construction of temporary or permanent structures; - Creation of non-structural impervious or semi impervious surfaces; - Flood protection works; - Construction of roads and trails; - Provision and maintenance of sewer/water services; - Development of drainage systems; and - Development of utility corridors. <p>As part of the purchase of each lot associated with either a RPA or SPEA (i.e. proposed lots 3, 4, 5 and 6), the purchaser must be made aware of the restrictions associated with the setback areas and be aware of the spatial extent of the setbacks (i.e. on a site plan). Ideally, each lot owner would be provided with a copy of this RAR report as part of the sale of the land.</p> <p>To ensure that future land owners are aware of the locations and restrictions associated with the RPAs and SPEA, the edges of the protected areas must be clearly delineated with permanent fencing. The permanent fencing must not restrict the movement of wildlife, but needs to serve as a visual reminder that the RPAs and SPEA represent permanent no-disturbance zones. The fencing must be in place prior to the sale of an applicable lot (i.e. lots 3, 4, 5 and 6), to allow land owners to be fully aware of the location of the protected areas prior to purchase. A low wooden fence (e.g. cedar rail design) would be a potential option.</p> <p>The location of the additional "no build" buffers must also be identified on site plans prior to the sale of an applicable lot and provided to future landowners. Identification in the field (also required prior to sale of the land) should consist of clearly labelled stakes to ensure that future developments respect the restrictions associated with the additional buffers (i.e. prohibition of buildings, driveways, structures, lanes and highways).</p>

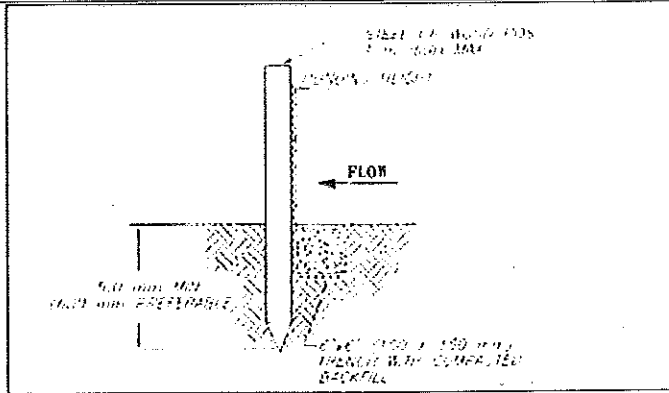
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<p>6. Sediment and Erosion Control</p>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ol style="list-style-type: none"> I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and in carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>As part of the development phase of each lot, especially lots 3,4, 5 and 6, which are associated with either a SPEA or RPA, future landowners must be made aware of the requirements for erosion and sediment control (ESC). The following general measures represent effective practices that address ESC:</p> <p>A preliminary measure to prevent (or at least reduce) the potential for erosion of exposed surfaces and associated transportation of sediment would be to complete clearing operations during the drier summer months. In addition, vegetation clearance should be kept to the absolute minimum required on each lot and should be cleared in stages, as opposed to clearing larger surface areas at once. This method preserves as much vegetation as possible for as long as possible, which decreases the potential for erosion. It also allows management techniques to be employed on smaller, more manageable areas.</p> <p>Effective ESC management deals with the control of sediment at the source rather than trying to intercept turbid run-off (erosion control as opposed to sediment capture). Relatively inexpensive methods such as covering exposed areas with mulch prevent sediment generation at the source. Straw mulch applied to exposed ground and piles of erodible material and/or covering these areas with tarps or non-woven geotextile material helps reduce erosion potential. Hay must not be used as mulch, as it often contains seeds of unwanted weedy (i.e. invasive) plant species. To obtain adequate coverage to avoid erosion, 1 straw bale will effectively cover approximately 20 – 25 m². Straw should be placed evenly at a thickness of 2.5 cm – 5.0 cm, and should cover between 80% and 90% of the surface. Tarps are well-suited as a temporary measure, and can be used where piles of material are to be moved.</p> <p>Sediment fencing should be installed where appropriate to do so. Sediment fencing should be placed where it will be effective at intercepting any sediment transportation, but must not be relied upon as the only erosion and sediment control measure. If sediment sources (i.e. erosion) are managed appropriately, there should be no need to rely on sediment fencing to capture sediment. Where applicable, sediment fencing must be properly installed to be effective at capturing sediment – the lower edge of the fence fabric must be dug into the ground and back-filled to prevent turbid water from potentially flowing underneath the fence. The fence must also be securely fixed to strong wooden stakes. The diagram below illustrates the proper installation of a sediment fence:</p>

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7. Stormwater Management

I, Trystan Willmott, hereby certify that:

- a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ;
- c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation

The proposed area to be subdivided currently represents an area with a high level of natural absorbency. Precipitation is effectively being captured and stored in the wetland ecosystems, encouraging long-term release to groundwater. Vegetated areas are further maximizing infiltration and through-flow (also adding to groundwater as opposed to surface run-off).

Disturbance to the soil and the construction of impermeable surfaces (e.g. rooftops and driveways) during development on each lot will decrease the natural absorbency of the land. Elevated stormwater run-off associated with impervious surfaces can have negative impacts on watercourses, including a potential increase in destructive short-lived peak flow events and a decrease in the long-term supply of water to a system, which can result in lower flows in the summer months. Based on the apparent increase in the frequency and intensity of summer droughts in recent years, the proper management of stormwater, which focuses on capturing storm run-off and returning it to natural hydrological pathways (ideally groundwater) is becoming very important.

The protection of the wetlands and associated buffer areas (SPEA, RPAs and additional "no build" zones) will help maintain a degree of the current natural absorbency of the lots. Further stormwater management techniques are required, however, that either capture and store stormwater run-off allowing for infiltration, or allow for direct infiltration to the ground. Future land owners on each lot must be made aware of the requirements for stormwater management prior to development occurring. The measures included here represent potential options for implementation at the lot development phase:

Maintaining as much vegetation coverage as possible on each lot will help preserve the current natural absorbency of the land surface. Infiltration can be increased by dispersing run-off from impervious surfaces into areas that are naturally absorbent, such as forested land or areas with dense shrub vegetation (the wetlands, SPEA or RPAs should not be used to receive stormwater). Infiltration can also be increased by capturing and storing run-off in bio-retention areas such as constructed rain gardens and vegetated swales.

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	<p>Surface retention structures (e.g. ponds) can also be used to capture storm run-off from impervious surfaces. Run-off can also be directed into rock drains, which encourage the slow release of run-off to groundwater. At the small scale, rainwater can be collected in rain barrels, with the overflow directed to rock drains. Larger cisterns can also be used to store rainwater for use during the summer months (e.g. for irrigation).</p> <p>Using pervious paving techniques such as paving slabs allows for the infiltration of surface water through cracks between the slabs. Placing the paving over a layer of drain rock allows the water that penetrates the cracks to infiltrate. Permeable paving would be suitable for features such as driveways. Gravel could also be used for driveways, which allows for some infiltration, as opposed to using impermeable driveway surfaces.</p> <p>Green roof tops are an additional option for the capture and storage of rainfall, via infiltration into the soil and through uptake of water by vegetation. The added benefit of green roof tops is that buildings have a higher degree of insulation, which can decrease heating and cooling costs.</p>
<p>8. Floodplain Concerns (highly mobile channel)</p>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <ul style="list-style-type: none"> a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>; b. I am qualified to carry out this part of the assessment of the development proposal made by the developer Belinda Paulsen ; c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation 	
	<p>During the assessment, all wetlands appeared to be contained, with no indication of flooding beyond the identified high water marks.</p>

Section 5. Environmental Monitoring

Attach text or document files explaining the monitoring regimen. Use your "return" button on your keyboard after each line. It is suggested that all documents be converted to PDF *before* inserting into the PDF version of the assessment report. Include actions required, monitoring schedule, communications plan, and requirement for a post development report.

Based on the nature of the development in this case (subdivision), monitoring should be focused on ensuring that protected areas and "no build zones" are clearly demarcated in the field as part of the subdivision phase, as described in the "Encroachment" measure. It is also important to ensure that future landowners of the applicable lots containing a wetland associated with a SPEA or RPA are fully aware of the spatial extent of the protected areas and the restrictions. Site plans showing the setbacks and details of the restrictions must, therefore, be made available to prospective buyers.

Follow-up monitoring would be required if development activities were proposed within the riparian assessment area of the wetland which affects lots 5 and 6 to check for adherence to the measures (mainly associated with encroachment and the proper implementation of ESC techniques). Future landowners of lots 5 and 6 should be made aware of this requirement, and should be given a copy of this RAR report to allow them to become familiar with the development-stage requirements.

Actions Required/Communication Plan – Delineation of Protected Areas

In order to ascertain that the SPEA, RPAs and "no build" zones have been adequately identified in the field (permanent fencing for the SPEA and RPAs and labelled stakes for the "no build" zones), the developer must contact a QEP once the fencing work has been completed. This will help to ensure that the setbacks are correctly positioned and identified prior to the sale of any of the applicable lots (3, 4, 5 and 6).

Future Communications Plan:

Developments within the RAA of the wetland on lots 5 and 6 would trigger site-specific monitoring. Landowners must be made aware of this requirement as part of the land sale (i.e. provided with a copy of this RAR report) and should contact a QEP to arrange for site monitoring visits.

Post Construction Report:

At the subdivision stage, the "post-construction" report would include documentation that the identification of the required protected areas on lots 3, 4, 5 and 6 has been completed. A follow-up report would also be required for any development activities within the riparian assessment area on lots 5 and 6.

Section 6. Photos



Looking south over the RAR-applicable wetland from a point close to the end of Dons Road (wetland 1). The subject property (proposed lot 5) begins at the approximate tree line along the far southern edge of the wetland.



Looking north west towards the SPEA of the RAR-applicable wetland on proposed lot 5 along the south-eastern edge of the wetland. Note dense shrub/herb growth in the outer SPEA and second growth conifers in the immediate riparian fringe (wetland 1).

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Above and below: dense shrub growth and young regenerating forest located in the outer portions of the SPEA of wetland 1 (proposed lots 5 and 6).



FORM 1
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Looking south-west along an old logging access road running through the central portion of proposed lot 5.



Looking south-west at the intersection of the road pictured above with the paved surface of Appaloosa Way. Note old logging road extending to the west into proposed lot 6.

FORM 1
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking north from Appaloosa Way over the disturbed area that encroaches into the riparian area of the isolated wetland that straddles proposed lots 5 and 6 (wetland 2).



Looking south over the disturbed area to the south of the isolated wetland that straddles proposed lots 5 and 6 (wetland 2).

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking north over the isolated wetland that straddles proposed lots 5 and 6 (welland 2).



Dense shrub growth typical around the edges of the wetland pictured above.

FORM 1
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Looking south over the isolated wetland that occurs close to the edge of Appaloosa Way on proposed lots 3 and 4 (wetland 3).



Looking west over the isolated wetland that occurs in the south eastern corner of proposed lot 3 (wetland 4).

FORM 1
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking south at the old logging access road that extends into proposed lot 4 to the west of wetland 3.



Looking east along the old logging access road that extends into the southern portion of proposed lot 6. The gravel area provides access to a well-head located in the north-western corner of the property.

Section 7. Professional Opinion

Assessment Report Professional Opinion on the Development Proposal's riparian area.

Date

1. I, Trystan
Willmott _____

Please list name(s) of qualified environmental professional(s) and their professional designation that are involved in assessment.)

hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out the assessment of the proposal made by the developer, Belinda Paulsen, which proposal is described in section 3 of this Assessment Report (the "development proposal"),
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation; AND

2. As a qualified environmental professional, I hereby provide my professional opinion that:

- a) if the development is implemented as proposed by the development proposal there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed, **OR**
(Note: include local government flex letter, DFO Letter of Advice, or description of how DFO local variance protocol is being addressed)

- b) if the streamside protection and enhancement areas identified in this Assessment Report are protected from the development proposed by the development proposal and the measures identified in this Assessment Report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed.

[NOTE: "qualified environmental professional" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if

- (a) the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association,
- (b) the individual's area of expertise is recognized in the assessment methods as one that is acceptable for the purpose of providing all or part of an assessment report in respect of that development proposal, and
- (c) the individual is acting within that individual's area of expertise.

SCHEDULE B

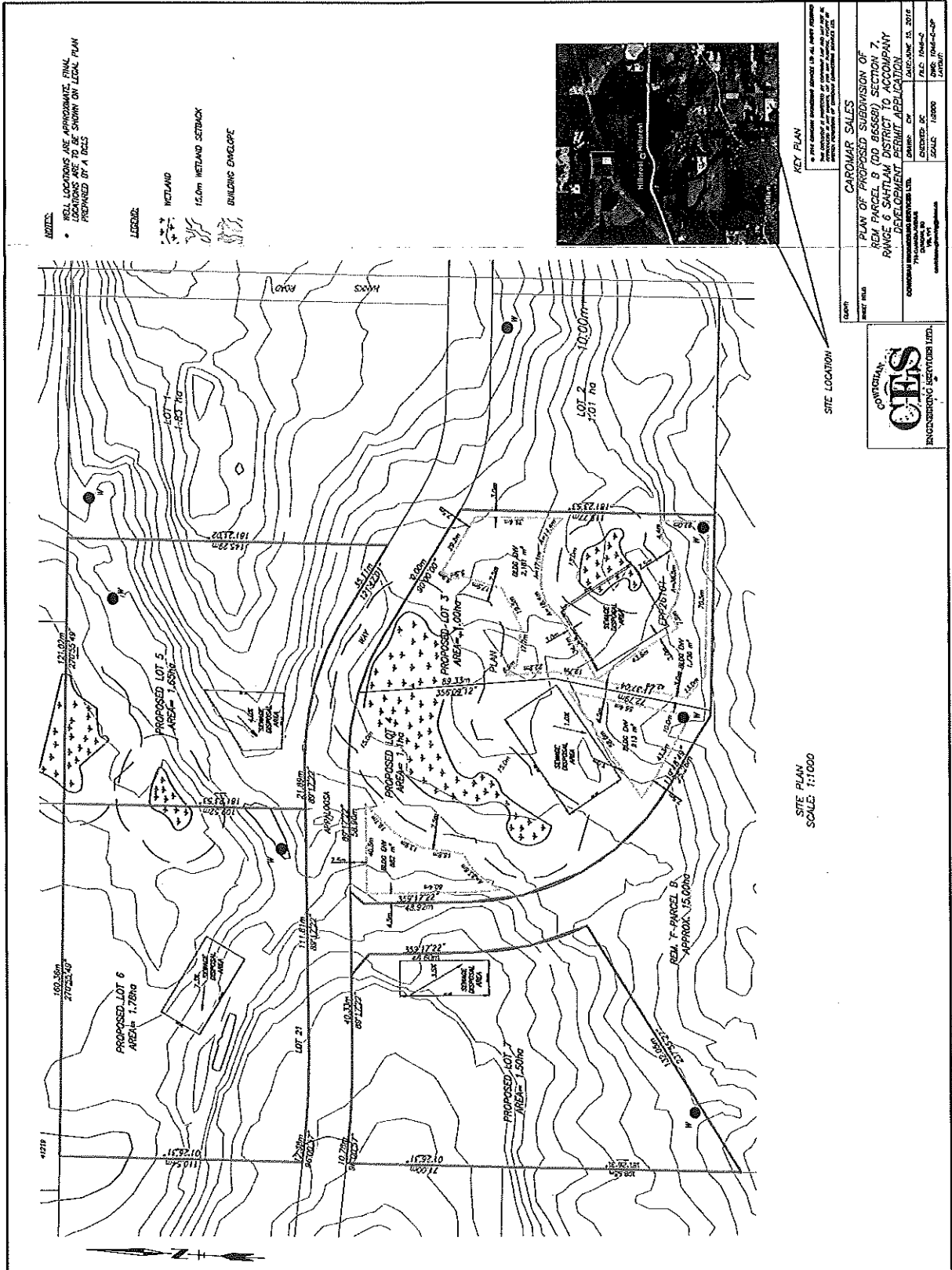


Exhibit "H"

Zoning Bylaw

8.9 R-5 ZONE – COMPREHENSIVE DEVELOPMENT RESIDENTIAL

Subject to compliance with the General Requirements in Part Five of this Bylaw, the following provisions apply in the R-5 Zone:

(a) Permitted Uses

The following uses, plus the uses permitted under Section 4.4, and no other uses, are permitted in the R-5 Zone:

- (4) One single family dwelling per parcel;
- (5) Agriculture, horticulture, including horse riding arena and boarding stable, subject to Section 8.9(b)(4) below;
- (6) Home occupation;
- (7) Bed and Breakfast accommodation;
- (8) Daycare, nursery school accessory to a residential use;
- (9) Secondary suite or small suite.

(b) Conditions of Use:

For any parcel in the R-5 Zone:

- (1) the parcel coverage for buildings and structures shall not exceed 20 percent;
- (2) the height of all buildings and structures shall not exceed 10 metres;
- (3) the minimum setbacks for the types of parcel lines set out in Column I of this Section are listed for the residential, agricultural and accessory uses in Columns II, III and IV:

COLUMN I Type of Parcel Line	COLUMN II Residential Use Setbacks	COLUMN III Agricultural Use and accessory to Agricultural Use Setbacks	COLUMN IV Accessory to Residential Use
Front	7.5 metres	30 metres	7.5 metres
Interior Side	3.0 metres	15 metres	1.0 metres
Exterior Side	4.5 metres	15 metres	4.5 metres
Rear	4.5 metres	15 metres	1.0 metres

- (4) Horse riding arenas and boarding stables are only permitted on parcels of land that exceed 3 hectares in area.

(c) Density and Density Bonus

Subject to Part 12, the following regulations apply in the R-5 Zone:

- (1) The number of parcels that may be created by subdivision in the R-5 zone must not exceed 22, including any remainder parcel.
- (2) Despite Section 8.9(c)(1), the number of parcels that may be created by subdivision in the R-5 zone may be increased to 50 if the conditions in Sections 8.9(c)(6) through (8) are met.
- (3) Density averaging is permitted, provided that the average density in any subdivision, excluding any remainder parcel, does not exceed one parcel per 1.6 hectares of gross land area.
- (4) The minimum parcel area for the purposes of s.946(4) of the *Local Government Act* is 25 hectares.
- (5) The minimum parcel area is 1 hectare.
- (6) In respect of each 4 parcels created in excess of 22, one of the parcels must be transferred to the Regional District in fee simple for nominal consideration, free and clear of all encumbrances of a financial nature, including mortgages, assignments of rents, options to purchase and rights of first refusal, and all other encumbrances including any statutory building scheme not specifically approved in writing by the Regional District, to be used for the purposes set out in Section 8.9(c)(10), and the costs of transfer including the Regional District's actual, reasonable legal costs must be paid by the subdivider.
- (7) Each parcel transferred to the regional district must be selected by the Regional District on the basis of the proposed plan of subdivision, being neither the most valuable nor the least valuable of the lots in the proposed subdivision.
- (8) Each parcel transferred to the regional district must be fully provided with hydro, cable and telephone service and highway frontage improvements to the standard provided in the rest of the subdivision, as well as a driveway to the property line, all as determined by an inspection of the parcel by the Regional District prior to the transfer. The subdivider must also provide to the Regional District proof of potable water and on-site sewage disposal capability, each as required by the local health authority or the subdivision approving officer. No parcel transferred to the Regional District may be a strata lot.
- (9) In the event that a particular subdivision creates a number of parcels producing a fraction of a parcel to be transferred under Section 8.9(c)(6), the subdivider must transfer a parcel in relation to the fraction, with the obligation to transfer parcels under this Section being adjusted upon subsequent subdivision so that the total number of parcels transferred to the Regional District under this Section does not exceed 7.
- (10) The parcels transferred to the Regional District under Section 8.9(c)(6) must be used for:
 - i. the provision of fire protection services, including the sale of one or more of the parcels and the deposit of the proceeds into the Sahtlam Fire Protection Service Area statutory reserve fund; or
 - ii. community park purposes, including the sale of one or more of the parcels and the deposit of the proceeds into an Electoral Area E or Electoral Area F community parks statutory reserve fund.