



INVITATION TO SUBMIT OFFERS TO PURCHASE LAND

District of Summerland Wharton Street Site Sale and Development

Issue Date: November 24, 2017

Two (2) complete printed copies and one (1) complete electronic copy in PDF format of an Offer to Purchase in an envelope plainly marked "District of Summerland Wharton Street Site Sale and Development" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or emailed copies will not be accepted.

Closing Time: 2:00 pm local time

Closing Date: Friday, January 26, 2018

Deliver to: **ATTN: Linda Tynan**
 District of Summerland
 PO Box 159
 13211 Henry Avenue
 Summerland BC V0H 1Z0

Offers to Purchase will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at www.summerland.ca for any updated information and addendum issued before the closing date. The District's website at www.summerland.ca is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for competitive bid documents that are located on any other website.

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SCHEDULE 1 - Offer to Purchase & Purchase Sale Agreement

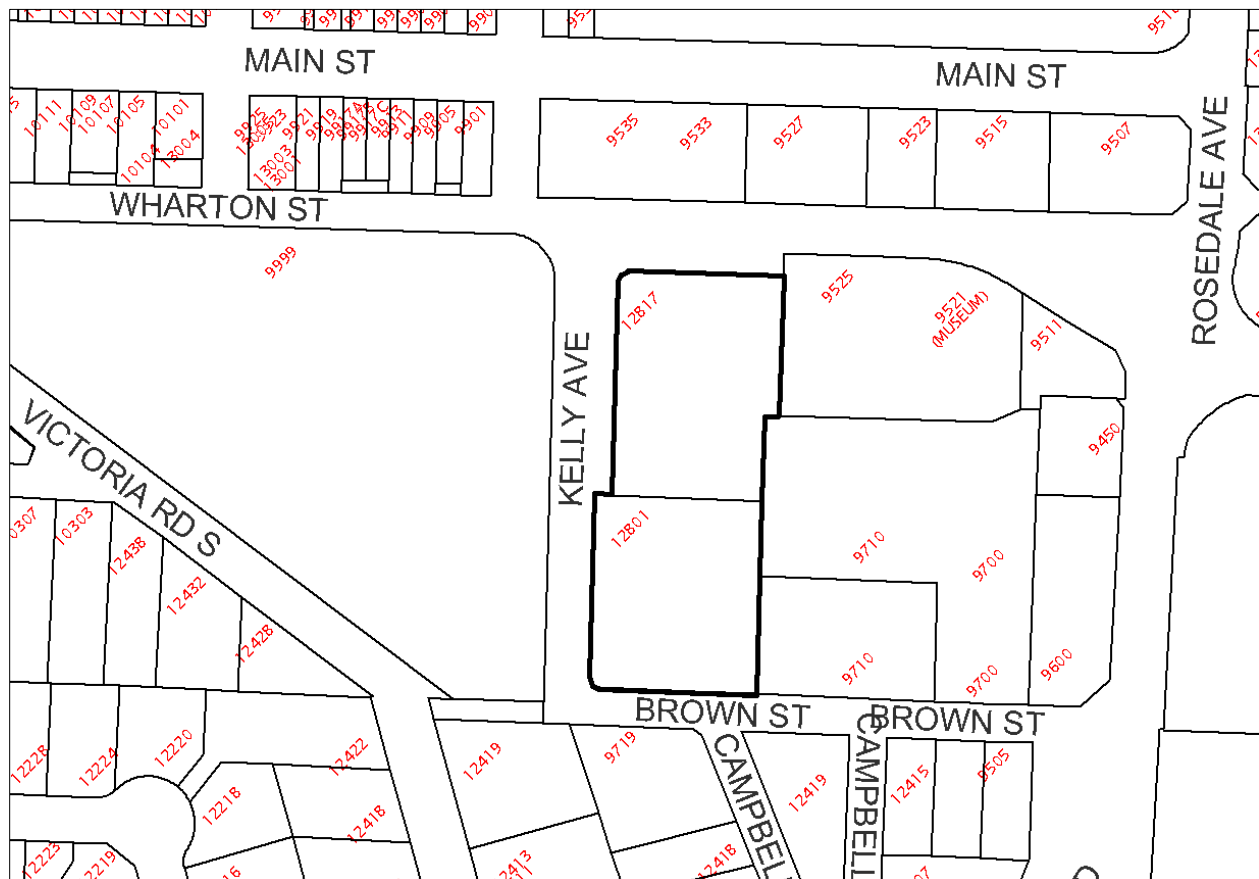
GENERAL INFORMATION

1. Property for Sale

The District of Summerland invites offers from the public to purchase and develop a site comprised of two District owned vacant properties located at 12817 and 12801 Kelly Ave, in Summerland, BC:

1. Lot 1, Plan 41467, DL 3640, ODYD – PID 028-926-013
2. Lot A, Plan EPP 21559, DL 3640, ODYD – PID 014-428-024

The site, comprised of these two properties, is approximately 0.71 ha (1.56 ac) in total area. The site is outlined with a heavy black border in the sketch below.



2. Minimum Offer

There is no established minimum offer. However, the District reserves the right to reject any or all offers.

3. Intention for Development

As the District wishes to see the land developed, conditions on timing include application submission requirements and construction commencement time limits. The objective being to see the site developed and not retained as a holding property following purchase. If the timelines are not achieved by the successful proponent, the District will retain the right to return the purchase funds, minus an administration/processing fee, and regain ownership of the properties. The details of the process

governing development application and commencement of construction are set out in section 11 of this Invitation.

4. How to Make an Offer

An offer may be made using the Offer to Purchase & Purchase Sale Agreement attached to this Information Package by:

1. completing the required information on the first page of the Offer to Purchase;
2. inserting an Offer Expiry Date in Section 7.19 on page 10 of the Offer to Purchase;
3. completing and executing the appropriate signature block on page 11 of the Offer to Purchase;
4. inserting the purchaser's required conditions on page 13 of the Offer to Purchase;
5. including a written proposal that includes the development elements detailed in sections 12 and 13 in this Invitation; and
6. sealing the information in an envelope marked "Invitation 2017-06 District of Summerland Wharton Street Site Sale and Development" and submitting two completed and originally signed copies and one complete electronic copy in PDF format of the Offer to Purchase to District of Summerland, PO Box 159, 13211 Henry Avenue, Summerland, BC V0H 1Z0, Attention: Linda Tynan, Chief Administrative Officer, before 2:00 pm on January 26, 2017.

5. Terms of Offer

The Offer to Purchase & Purchase Sale Agreement attached to this Information Package includes the terms on which offers must be made and the obligations that would arise between the District and an offeror should the District accept an offer. Key terms of the Offer to Purchase include:

1. A deposit will be required in the amount of \$10,000 (described in detail in section 2.2 of the Offer to Purchase & Purchase Sale Agreement)
2. An offer may be revoked at any time prior to acceptance by the District.
3. In addition to the purchase price, the purchaser must pay all applicable taxes, including GST, outstanding property taxes, and Property Transfer Tax, and all conveyancing costs, and the purchaser must prepare the conveyancing documents.
4. The purchaser will acquire the proposed lot "as is", without any representation or warranty whatsoever from the District concerning the proposed lot, including the subsurface nature or environmental condition of the proposed lot.
5. Offers will not be opened in public.

6. Evaluation Criteria

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's mandatory criteria, it shall remain the District's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

6.1. Mandatory Criteria

Proposals received by closing date and time (two printed copies & one electronic PDF copy) in a sealed envelope containing:

- Offer to Purchase & Purchase Sale Agreement – signed and dated
- Proponent's development experience profile
- Proposed property purchase price

- Proposed development plans and descriptive outline
- Proposed development timeline, which must include development application submissions within six months of agreement

6.2. Proposal Guiding Criteria

Proposals meeting the mandatory requirements will be further evaluated based on the following criteria below:

- Potential for positive impact on the Downtown area
- Building, site and landscape plans that would add to the aesthetic appearance of the area
- Proposed Land Use
- Number, type, format and configuration of residential units
- Fit of development in the area and community
- Potential contribution to the growth and development of the Downtown area
- Timeline for development
- Proposed sale price of property

Following evaluation, a short list may be developed, and shortlisted proponents may be invited to make a presentation on their Proposal to the District representatives before a final selection is made.

7. No District Legal Obligations Prior to Acceptance of an Offer

For clarity, by inviting offers pursuant to this Information Package and the associated newspaper notice, and by any other means, the District is not making offers to any person and no contractual obligations of any kind (including, 'Contract A' under the law of tenders) shall arise between the District and any person submitting an offer in response to this invitation, until and unless the District executes and delivers an Offer to Purchase submitted by an offeror. The District reserves the right to reject any or all offers. If the District elects to reject all offers, the District will not be liable to any offerors for any claims, whether for costs or damages incurred by the offeror in preparing the Offer to Purchase, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

8. Property Information

Persons having questions, requiring further information, or wishing to visit the site should contact Dean Strachan, Director of Development Services, at 250-404-4048 or dstrachan@summerland.ca.

The following information is included in the General Information Package

1. Offer to Purchase & Purchase Sale Agreement
2. Aerial view of the property location
3. Title Search dated November 24, 2017

DESIRED DEVELOPMENT DETAILS

9. Purpose

The District of Summerland is seeking proposals for the purchase and development of two vacant properties referred to as the Wharton Street site (Lot 1, Plan 41467 and Lot A, Plan EPP 21559). The District is seeking development proposals that would add to the vibrancy, viability and investment in the

Downtown area and act as a catalyst for redevelopment and growth. Although proposed purchase price is required to be provided it will only be one of the determining elements considered by the District in reviewing the Invitation.

The subject properties offer an opportunity for a development that would significantly add to the growth, vibrancy and activity in the Downtown area. Although multi-family residential development was identified as a preferred potential best use for the site the Invitation is open for proposals for alternative land use.

10. Background

The Wharton Street site is centrally located within the Summerland Downtown area adjacent to parks and cultural facilities. The site has good walking access to downtown commercial services as well as recreation services and medical services. The site is adjacent to a large District park across Kelly Avenue, to the library to the north across Wharton Street and to the Cultural Centre on the property adjacent to the east. Adjacent to the south-east portion of the subject properties are a senior centre and seniors care facility.

Interior Health previously had a senior's care facility on the site, when Interior Health opened a new facility in Summerland, they closed the facility on this site. The District purchased the property from Interior Health and removed the closed facility in preparation for redevelopment of the site. Proposals for redevelopment came forward in 2008 and 2012, however, did not proceed.

The District is now seeking proposals for development of the site as a catalyst for growth and investment downtown. Commercial property inventory in the Downtown area indicate additional commercial space may not be required at this time. However, review indicated more residents living, working and shopping Downtown would add to the vibrancy and viability of new businesses and expanding business in the commercial core.

The subject properties are currently zoned under a previous development plan. An amendment to the Comprehensive Development Zone would be required to reflect the proposed development of the successful proponent of the Invitation process. It is envisioned that this bylaw amendment would be a Condition for completion of the land sale.

A road closure bylaw is required for a portion of roadway adjacent to Lot A, Plan EPP 21559 on Kelly Avenue and Wharton Street adding approximately 0.08ha to the property. The District would bring forward to Council a road closure bylaw for Council consideration. As with the zoning completion of the road closure would be envisioned to be a condition for completion of the land sale.

11. Development Timelines

An option to purchase and a statutory covenant in favour of the District shall be registered on title to the subject properties to provide that, so long as the District has not delayed building permit issuance, the District may in its sole discretion, acting reasonably, take title to the subject properties for the Purchase Price less \$20,000.00 (administration/processing fee) if the successful proponent fails to satisfy any of the following items:

- deliver to the District completed development application within six (6) months;
- deliver to the District completed building permit application within twelve (12) months;
- commence construction within eighteen (18) months; or
- complete construction within thirty-six (36) months,

from the Completion Date of the Purchase and Sale Agreement.

The District has provided required development elements and preferred development elements to guide and assist in development proposal planning.

12. Required Development Elements

The following required elements must be included with all development proposal submissions:

1. Proposed purchase price for two lots and portion of proposed road right of way to be closed.
2. Accommodating for or relocating of an existing storm line crossing the site.
3. Accommodating for or relocating of existing electrical services for adjacent buildings.
4. An access for the Museum and Arts & Cultural Centre to their parking area to the east of subject properties. This access lane can come from either Wharton Street or Kelly Avenue.
5. Preliminary servicing plans.

13. Preferred Development Elements

The following preferred elements have been provided by the District for guidance purposes only and are not intended nor required to be included in a proponent's submission:

1. Multi-family residential development including a variety of unit sizes and configurations.
2. Building no less than two storeys in height, but no more than four storeys. Floors above four storeys to include reduced floor area (example, 75% floor area of storey below).
3. Ground floor residential units with direct walkway access to the adjacent sidewalk.
4. Building facades with design articulation, multiple façade materials and natural earth tone colours.
5. Buildings set back a minimum of 3.0m from property lines with a minimum 1.5 landscape buffer area.
6. Good building façade presentation to adjacent roadways and properties.
7. Vehicle parking minimum of one stall per residential unit with one stall per ten units of visitor parking.
8. Vehicle parking below grade and/or under building.
9. Road improvements including curb, gutter and sidewalk on adjacent roadways.

14. Additional Information

The site plan below shows the two subject properties, existing service line locations, storm line crossing site and electrical line easement locations on the site adjacent to the south-east portion of the property. Also shown in the area for road closure on Kelly Avenue and Wharton Street.



15. Additional Documents

There are District Bylaws and Plans which may provide background information in the development of a plan for the subject properties. Proponents are advised that the documents may be of interest and are available for viewing. These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the Invitation and are not part of the Contract Documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability,

accuracy, or completeness of this information. It will be the task of the successful proponent to review and assess the information from these documents and conduct additional research where necessary.

It is the Proponent's responsibility to determine if they need to request access to any information not attached to but outlined in the Invitation.

The following documents may be of interest to proponents, available at www.summerland.ca:

- Summerland Official Community Plan, Bylaw #2014-002
- Summerland Zoning Bylaw, Bylaw #2000-450
- Summerland Subdivision and Development Servicing Bylaw, Bylaw #2000-219

SCHEDULE 1

OFFER TO PURCHASE

OFFER TO PURCHASE & PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference _____, 20____ is BETWEEN:

DISTRICT OF SUMMERLAND

PO Box 159, 13211 Henry Avenue, Summerland B.C. V0H 1Z0

Fax Number: 250-494-1415

(the "Seller")

AND:

BUYER'S NAME: _____

Buyer's Address: _____

Buyer's Fax Number: _____

(the "Buyer")

PURCHASE PRICE (Excluding GST): \$ _____

BUYER'S GST Number (if registered): _____

THE BUYER HEREBY OFFERS to enter into a purchase and sale agreement to purchase the estate in fee simple in the Land from the Seller on the following terms and conditions:

ARTICLE 1 - DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals to it:

(a) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in B.C.;

(b) "Buyer's Solicitors" means the solicitors or notary public designated under this Agreement to represent the Buyer in connection with the transaction under this Agreement;

- (c) "Completion Date" means the date that is 14 days after the day that all of the conditions precedent under Article 6 have been satisfied or, where permitted, waived, unless that date is not a Business Day, in which case the Completion Date will be the next following Business Day;
- (d) "Contaminants" means:
- (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws;
- (e) "Deposit" means the deposit in an amount of \$10,000 (Ten Thousand) dollars;
- (f) "Environmental Law" means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health;
- (g) "Land" means Lot 1, Plan 41467, DL 3640, ODYD (PID 028-926-013) and Lot A, Plan EPP 21559, DL 3640, ODYD (PID 014-428-024);
- (h) "LTO" means Land Title Office;
- (i) "Option to Repurchase" means an option to be granted by the Buyer to the Seller, to be registered concurrently with and immediately following the Transfer, which will entitle the Seller to repurchase the Land for the Purchase Price less twenty thousand dollars (\$20,000) in the event the Buyer fails to meet the development application, building permit application, commencement of construction, and/or completion of construction time limits of 6 months, 12 months, 18 months and 36 months, respectively, following the Completion Date;
- (j) "Permitted Encumbrances" means the legal notations included, or to be registered, on the property title:
- (i) Land herein may be subject to a charge under the municipal and improvement district rehabilitation and development act, see filing C8500;
 - (ii) The Option to Repurchase; and

- (iii) The Section 219 Covenant;
- (k) "Purchase Price" means the purchase price (excluding GST) for the Land in the amount set out on the first page of this Agreement;
- (l) "Section 219 Covenant" means a covenant pursuant to Section 219 of the Land Title Act to ensure development of the Land occurs as required by the Seller within the required time frame as set out in the Option to Repurchase;
- (m) "Seller's Solicitors" means the solicitors or notary public selected by the Seller and communicated to the Buyer;
- (n) "Transfer" means a transfer in registrable form transferring the estate in fee simple of the Land to the Buyer.

ARTICLE 2 - PURCHASE AND SALE

2.1 Purchase and Sale – The Buyer will purchase from the Seller, and the Seller will sell to the Buyer, the Land, free and clear of all registered liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.

2.2 Payment of Purchase Price – The Buyer will pay the Purchase Price as follows:

- (a) by payment of the Deposit to the Seller simultaneously with delivery of this Offer to Purchase signed by the Buyer, to be held by the Seller in an interest bearing trust account with a bank, credit union or other similar financial institution, with the Seller and the Buyer agreeing that:
 - (i) upon acceptance of this Offer to Purchase by the Seller, the Deposit, without interest, will be credited on account of the Purchase Price;
 - (ii) the Deposit, with interest, will be retained by the Seller if the Buyer defaults in its obligation to purchase the Land under this Agreement and that default is not waived in writing by the Seller, without prejudice to any other remedies the Seller may have;
 - (iii) the Deposit, with interest, will be repaid to the Buyer if the Seller is in default of its obligation to sell the Land under this Agreement and that default is not waived in writing by the Buyer;
 - (iv) the Deposit, with interest, will be repaid to the Buyer if any of the conditions precedent under Article 6 is not satisfied or, where permitted, waived within the time provided in that Article;
 - (v) except to the extent otherwise provided in this Agreement, all interest accruing on the Deposit will be retained by the Seller and will not be

returned to the Buyer or credited on account of the Purchase Price;

and

- (vi) by payment to the Seller on the Completion Date of the balance of the Purchase Price, adjusted in accordance with this Agreement.

ARTICLE 4 - TRANSFER

4.1 Title and Possession – On the Completion Date, the Seller will:

- (a) convey the estate in fee simple of the Land to the Buyer free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances and
- (b) give vacant possession of the Land to the Buyer, subject only to the Permitted Encumbrances.

4.2 Adjustments – All adjustments to the Purchase Price in respect of the Land, both incoming and outgoing, usually the subject of adjustments between a Seller and a Buyer in connection with the purchase and sale of land, including adjustments of utilities and rents and property taxes, will be made up to and including the Completion Date.

4.3 Closing Documents –

- (a) No later than 5 days before the Completion Date, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors, duly executed by the Buyer, as applicable;
 - (i) the Transfer, to be approved and executed by the Seller;
 - (ii) the Seller's Statement of Adjustments, to be approved and executed by the Seller; and
 - (iii) if the Buyer is registered under the *Excise Tax Act* (Canada) for GST purposes, the required declaration.
- (b) Before the Completion Date, the Seller will cause the Seller's Solicitors to deliver to the Buyer's Solicitors the Transfer and 1 copy of the Seller's statement of Adjustments, each executed on behalf of the Seller.

4.4 Completion –

- (a) On or before the Completion Date the Buyer will pay to the Buyer's Solicitors, in trust, the amount payable under section 2.2(a) plus, if section 4.6 applies, the amount of any GST payable.
- (b) On the Completion Date, forthwith after the payment of the amount under section 4.4(a) and after receipt from the Seller's Solicitors of the documents under section 4.3(b), the

Buyer will cause the Buyer's Solicitors to file the Transfer in the LTO.

- (c) Upon the Buyer's Solicitors being satisfied after deposit of the Registrable Closing Documents for registration in the LTO that in the normal course of land title office routine the Buyer will be the registered owner in fee simple of the Land, subject only to the Permitted Encumbrances, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors a solicitor's trust cheque made payable to the "District of Summerland" in the amount payable under section 2.2(a) plus, if section 4.6 applies, the amount of any GST payable.

The requirements of this section are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section is done.

4.5 Buyer Financing - Notwithstanding section 4.4, if the Buyer is relying on a new mortgage (the "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 Mortgage documents have been lodged for registration in the LTO, 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 Mortgage;
- (b) fulfilled all of the Mortgage conditions for funding except lodging the Mortgage for registration; and
- (c) made available to the Seller's Solicitors on undertaking from the Buyer's Solicitors to pay the Purchase Price to the Seller's Solicitors upon the lodging of the Transfer, and Mortgage documents and the advance by the mortgagee of the Mortgage proceeds in accordance with the Canadian Bar Association (BC Branch – Real Property Section) standard undertakings

4.6 GST (If Buyer Not Registered) – If, on the Completion Date, the Buyer is not registered under *Excise Tax Act (Canada)* for GST, as applicable, the Buyer will pay any GST payable under the *Excise Tax Act (Canada)* in respect of the sale of the Land to the Seller on the Completion Date.

4.7 Risk – The Land is at the Seller's risk until 12:01 a.m. on the Completion Date and at the Buyer's risk thereafter.

ARTICLE 5 - BUYER REPRESENTATIONS, WARRANTIES, COVENANTS & ACKNOWLEDGMENTS RESPECTING TRANSACTION AND LAND

5.1 Buyer's Representations, Warranties and Covenants – The Buyer hereby represents and warrants to the Seller that the following are true, and covenants with the Seller that the following will be true on the Completion Date:

- (a) the Buyer has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- (b) if the Buyer is registered under the *Excise Tax Act* (Canada) for the purposes of GST, the Buyer's registration number is as set out on the first page of this Agreement;
- (c) if the Buyer is a corporation, the Buyer is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it and has made all filings required under such legislation; and
- (d) the Buyer has the power and capacity to enter into and carry out the transaction provided for in this Agreement.

5.2 Acknowledgments and Agreements of the Buyer – The Buyer acknowledges and agrees that:

- (a) the Seller sells and the Buyer purchases the Land on an “as is” basis and condition;
- (b) the Seller has not made any representations, warranties or agreements as to the condition or quality of the Land, including as to:
 - (i) the subsurface nature or condition of the Land (including soil type, hydrology and geotechnical quality or stability);
 - (i) the environmental condition of the Land (including regarding Contaminants in, on, under or migrating to or from the Land) or regarding the compliance of the Land, or past or present activities on it, with any Environment Laws;
 - (ii) the suitability of the Land for any particular use or development of the Land; or
 - (iii) access to or from the Land;
- (c) it is the sole responsibility of the Buyer to satisfy itself with respect to the matters referred to in section 5.1(b), including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Buyer, in its sole discretion, considers prudent;
- (d) the Buyer acknowledges having read and understood information regarding the Land provided by the Seller in the information package, however the Buyer has not relied, and will not rely, upon any documentation or information regarding the Land that may have been provided by or on behalf of the Seller to the Buyer prior to the Buyer's execution of this Agreement or that may be provided following such execution and the Buyer hereby releases the Seller from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Buyer by the Seller or any of its elected and appointed officials, employees, contractors or agents;
- (e) effective from and after the Completion Date:

- (i) the Buyer assumes and is solely responsible for, and releases the Seller (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Buyer or any other person has or may have arising out of or in any way related to or in connection with the Land, including the presence of Contaminants in, on, under or migrating to or from the Land, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and

- (ii) will indemnify and save harmless the Seller (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Seller, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against anyone or more of them by the Buyer or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Land, including the presence of Contaminants in, on, under or migrating to or from the Land, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;

- (f) without limiting the rest of this section 5.2, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Buyer will be, as between the Seller and the Buyer, solely responsible for the costs of any mandatory or voluntary remediation of the Land under that Act and this binds the Buyer with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act; and

- (g) the Seller has not made any representations, warranties or agreements with the Buyer as to whether or not any GST is payable by the Buyer in respect of the sale of Land to the Buyer.

5.3 Site Profile – The Buyer hereby waives delivery by the Seller of a site profile under the *Environmental Management Act* (British Columbia).

ARTICLE 6 - CONDITIONS PRECEDENT

6.1 Buyer's Conditions Precedent – The Buyer's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions

precedent, which are for sole the benefit of the Buyer and may be waived by the Buyer at its sole discretion:

- (a) On or before the applicable date specified by the Buyer in Schedule A, those conditions, if any, set out in Schedule A.

In consideration of \$1.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Seller, the Seller agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the conditions precedent under this section. If the Buyer does not give the Seller notice of its satisfaction or waiver of any of these condition precedent within the time provided herein, this Agreement will be at an end.

ARTICLE 7 - MISCELLANEOUS

7.1 Fees and taxes – The Buyer will pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Land to the Buyer;
- (b) LTO registration fees in connection with the registration of the Transfer;
- (c) its own legal fees and disbursements; and
- (d) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Land to the Buyer, with the Buyer and the Seller agreeing that the Purchase Price does not include GST.

7.2 Preparation of Conveyancing Documents – The Buyer will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.

7.3 Access – The Buyer, its agents and employees have a licence, exercisable on 24 hours prior written notice to the Seller, to enter upon the Land from time to time prior to the Completion Date, at the Buyer's sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Land. The Buyer agrees to:

- (a) release and indemnify, and hold harmless, the Seller from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the Seller or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Buyer of its rights under this section; and
- (b) leave the Land in the same condition as that in which the Buyer found the Land, including by removing any equipment, refuse or other matter brought onto the Land by the Buyer or its agents or contractors.

7.4 Further Assurances - The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

7.5 Notice - Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) which may be or is required to be given under this Agreement will be in writing and be delivered or sent by fax to the applicable address or fax number set out above, or to such other address or fax number of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice sent by fax is to be considered given on the day it is sent, except that if, in either case, that day is not a Business day, the Notice is to be considered given on the next Business day after it is sent.

7.6 Buyer's Solicitors – If the Seller accepts the Buyer's offer as set out in this Agreement, the Buyer will promptly thereafter notify the Seller of its solicitor or notary public for the purposes of the transaction contemplated under this Agreement.

7.7 No Effect on Powers – This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the Seller or the approving officer for the Seller under the common law or any statute, bylaw or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Buyer or the Land; or
- (c) relieve the Buyer from complying with any common law or any statute, regulation, bylaw or other enactment.

7.8 Time of Essence - Time is of essence of this Agreement.

7.9 Interpretation - In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised,

amended, re-enacted or replaced from time to time, unless otherwise expressly provided;

- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

7.10 Tender - Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.

7.11 No Other Agreements - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.

7.12 Assignment – The Buyer may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the Seller, which may be withheld arbitrarily and without reason.

7.13 Benefit - This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

7.14 Schedules – The following are Schedules to this Agreement and form an integral part of this Agreement:

Schedule A (page 13) – Buyer's Conditions

7.15 Modification - This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

7.16 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

7.17 Non-Merger - None of the provisions of this Agreement will merge in the transfer of the Land or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

7.18 No Seller Legal Obligations Unless Acceptance – By executing the offer comprised herein below, the Buyer hereby confirms, acknowledges and agrees that the Seller will have no contractual or other legal obligations whatsoever to the Buyer in connection with or arising from the Seller's invitation for offers to purchase the Land or the submission of this offer to the Seller, until and unless the Seller accepts the Buyer's offer by executing and delivering this Agreement to the Buyer.

7.19 Offer - This Agreement is an offer by the Buyer to the Seller to enter into a contract of purchase and sale on the terms and conditions contained in this Agreement. Unless revoked in writing by the Buyer, this offer is open for acceptance by the Seller by the execution of this Agreement by the Seller and delivery to the Buyer no later than 4:00 p.m. on _____, 2017, and if not so accepted, this offer is null and void. Upon acceptance of this offer by the Seller as provided in this section, but not before, this Agreement will become a binding agreement for the purchase and sale of the Land on the terms and conditions of this Agreement. As evidence of its offer to purchase the Land on the terms and conditions contained in this Agreement, and as evidence of its agreement to be bound contractually by those terms and conditions if the Seller accepts the Buyer's offer, the Buyer has executed and delivered this Agreement below on the date set out below:

DATE: _____

Complete, if Buyer is a corporation:

by its authorized signatories:	

Print Name:	

Print Name:	

Complete, if Buyer is an individual:

Signed, Sealed and Delivered in the presence of:)	
)	
)	
)	
_____)	_____
Witness Name)	Sign & Print Buyer's Name:
)	
_____)	
Address)	
)	
_____)	
Occupation)	

In consideration of the promises of the Buyer contained in this Agreement, **THE SELLER HEREBY ACCEPTS** the Buyer's offer and agrees to be bound contractually by the terms and conditions of this Agreement as a binding agreement for the purchase and sale of the Land on the terms and conditions of this Agreement, and as evidence of that agreement, the Seller has executed and delivered this Agreement below on the date set out below.

DISTRICT OF SUMMERLAND by its
authorized signatories:

Mayor:

Corporate Officer:

Date: _____

SCHEDULE A

BUYER'S CONDITIONS

The purchase and sale of the Land includes the following terms and is subject to the following conditions (e.g. rezoning), for the sole benefit of the Buyer:

a) On or before _____, _____, _____

_____;

b) On or before _____, _____, _____

_____;

c) On or before _____, _____, _____

_____;

d) On or before _____, _____, _____

_____.

TITLE SEARCH PRINT

2017-11-24, 15:21:19
Requestor: Dawn Boothe

File Reference:

****CURRENT AND CANCELLED INFORMATION SHOWN****

Title Issued Under SECTION 189 LAND TITLE ACT

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB508607
From Title Number KX37286

Application Received 2012-09-21

Application Entered 2012-10-02

Registered Owner in Fee Simple
Registered Owner/Mailing Address: THE CORPORATION OF THE DISTRICT OF SUMMERLAND
PO BOX 159
SUMMERLAND, BC
V0H 1Z0

Taxation Authority Summerland, The Corporation of the District of

Description of Land
Parcel Identifier: 014-428-024
Legal Description:
LOT 1 DISTRICT LOT 3640 OSOYOOS DIVISION YALE DISTRICT
PLAN 41467 EXCEPT PLAN EPP21559

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 MUNICIPAL ACT
SEE DF KC10961 07/02/89 AS TO PART FORMER LOT A PLAN 28536

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT (SEE DF KC87469)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL
ACT, SEE KL121911

TITLE SEARCH PRINT

2017-11-24, 15:21:19
Requestor: Dawn Boothe

File Reference:

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: X54493
Registration Date and Time: 1985-09-24 08:50
Registered Owner: THE CORPORATION OF THE DISTRICT OF SUMMERLAND
Remarks: PART ON PLAN 35905

Nature: STATUTORY RIGHT OF WAY
Registration Number: X64650
Registration Date and Time: 1985-11-04 10:55
Registered Owner: THE CORPORATION OF THE DISTRICT OF SUMMERLAND
Remarks: INTER ALIA
PART ON PLAN 36058

Nature: STATUTORY RIGHT OF WAY
Registration Number: KW158405
Registration Date and Time: 2004-11-08 13:54
Registered Owner: THE CORPORATION OF THE DISTRICT OF SUMMERLAND
Remarks: PART ON PLAN KAP76757

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

TITLE SEARCH PRINT

2017-11-24, 15:19:08
Requestor: Dawn Boothe

File Reference:

****CURRENT AND CANCELLED INFORMATION SHOWN****

Title Issued Under SECTION 98 LAND TITLE ACT

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA2783581
From Title Number KC57415
KX37286

Application Received 2012-09-21

Application Entered 2012-10-02

Registered Owner in Fee Simple
Registered Owner/Mailing Address: THE CORPORATION OF THE DISTRICT OF SUMMERLAND
PO BOX 159
SUMMERLAND, BC
V0H 1Z0

Taxation Authority Summerland, The Corporation of the District of

Description of Land
Parcel Identifier: 028-926-013
Legal Description:
LOT A DISTRICT LOT 3640 OSOYOOS DIVISION YALE DISTRICT
PLAN EPP21559

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 MUNICIPAL ACT
SEE DF KC10961 07/02/89 AS TO PART FORMER LOT A PLAN 28536

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT (SEE DF KC87469)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL
ACT, SEE KL121911

TITLE SEARCH PRINT

2017-11-24, 15:19:08
Requestor: Dawn Boothe

File Reference:

Charges, Liens and Interests

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	X64650
Registration Date and Time:	1985-11-04 10:55
Registered Owner:	THE CORPORATION OF THE DISTRICT OF SUMMERLAND
Remarks:	INTER ALIA PART ON PLAN 36058

Nature:	EASEMENT
Registration Number:	X88461
Registration Date and Time:	1986-02-27 10:53
Remarks:	PART ON PLAN 36405 APPURTENANT TO LOT B PLAN 35904

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KF25740
Registration Date and Time:	1992-03-25 13:48
Registered Owner:	THE CORPORATION OF THE DISTRICT OF SUMMERLAND
Remarks:	INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE