



## DISCLOSURE STATEMENT

**DEVELOPER:** Proam Ventures Limited  
c/o 1101 Baker Street, Cranbrook, BC V1C 1A7

729248 Alberta Ltd.  
c/o 900, 517 – 10<sup>th</sup> Ave. SW, Calgary, AB T2R 0A8

Triton Cove Holdings Inc.  
c/o Box 1246, Diamond Valley, AB T0L 2A0

Phil Keele  
500 Eau Claire Ave. SW, Suite E601, Calgary, AB T2P 3R8

(taken together, the “Developer”)

**Address for Service:** 1101 Baker Street  
Cranbrook, BC V1C 1A7

**Business Address:** 188 Lindstrom Crescent  
Fort McMurray, AB T9K 2N3

**DEVELOPMENT:** **SOARING EAGLE ESTATES**  
(the “Development”)  
as described herein

**REAL ESTATE BROKER:** The Developer intends to use real estate agents licensed in the Province of British Columbia to market the lots.

**DATE:** January 31, 2025

**DISCLAIMER:**

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

**IMPORTANT NOTICE FOR PURCHASERS:**

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

INITIAL HERE



# SOARING EAGLE ESTATES DISCLOSURE STATEMENT JANUARY 31, 2025

## RIGHTS OF RESCISSION

**As a purchaser, you have the following rescission rights 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.**



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**LIST OF EXHIBITS**

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>
A	Plan of Subdivision <i>Concept Plan of Development and Surrounding Lands</i>
B	<i>Architectural Design Guidelines and Restrictive Covenant Terms</i>
C	Title Search
D	Proposed Encumbrances
E	<i>Contract of Purchase and Sale</i>



# SOARING EAGLE ESTATES DISCLOSURE STATEMENT JANUARY 31, 2025

## 1 THE DEVELOPER

### 1.1 Incorporation

The Developer, Proam Ventures Limited, was incorporated under the laws of British Columbia on August 29, 1990, under incorporation number BC0392712.

The Developer, 729248 Alberta Ltd., was incorporated under the laws of Alberta on March 10, 1997, under incorporation number 207292483.

The Developer, Triton Cove Holdings Inc., was incorporated under the laws of British Columbia on February 2, 2005, under incorporation number BC0715404.

Phil Keele, is an individual and a resident of Alberta.

### 1.2 Incorporation purpose

The Developer, Proam Ventures Limited, was incorporated for the purpose of developing the Development. The Developer does not have assets other than the Development.

The Developers, 729248 Alberta Ltd. and Triton Cove Holdings Inc., were not specifically incorporated to market the Development.

### 1.3 Registered and Records Office

The Developer, Proam Ventures Limited head office is located at 188 Lindstrom Crescent, Fort McMurray, AB, T9K 2N3 and its registered and records office in British Columbia is 1101 Baker Street, Cranbrook, British Columbia, V1C 1A7.

The Developer, 729248 Alberta Ltd.'s head office is located at 77 Wolfwillow Lane, Calgary, AB T3Z 1B4 and its registered and records office in Alberta is 900, 517 – 10<sup>th</sup> Avenue SW, Calgary, AB T2R 0A8.

The Developer, Triton Cove Holdings Inc.'s head office is located at Box 1246, Diamond Valley, Alberta T0L 2A0, and its registered and records office in British Columbia is 4931 Mountainview Drive, Fairmont Hot Springs, BC V0B 1L1.

### 1.4 Name of Directors

The Director of Proam Ventures Limited is Carmelo Daprocida, resident of Alberta.

The Directors of 729248 Alberta Ltd. are Sheldon Schroeder and Kimberly Schroeder, residents of Alberta.

The Director of Triton Cove Holdings Inc. is Tim Tourond, resident of British Columbia.

Phil Keele is an individual and a resident of Alberta.



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## 1.5 Nature and Extent of Developers' Experience

**Note:** The information about the Director is provided by the Director:

Carmelo Daprocida is the sole Director and President of Proam Ventures Limited. Mr. Daprocida has been a developer since 2001. He has built approximately 400 homes in Fort McMurray, Alberta. He developed and built a 17 unit luxury condominium project.

Sheldon Schroeder is the President/Director and 50% shareholder of 729248 Alberta Ltd. Mr. Schroeder is a Professional Engineer registered in the Province of Alberta. Over the past 15 years, 729248 Alberta Ltd. has developed commercial buildings directly and through subsidiaries in Fort McMurray and Calgary, Alberta. Kimblery Schroeder is a Director and 50% Shareholder of 729248 Alberta Ltd.

Tim Tourond is the sole Director and President of Triton Cove Holdings Inc. Mr. Tourond has been involved in residential developments in British Columbia over the last 25 years in various capacities.

Phil Keele is an individual and a resident of Alberta. Mr. Keele has been a Professional Engineer, APEGA, in the Province of Alberta since 1984. Mr. Keele has worked as an engineer, supervisor, project manager and executive for numerous companies located in Western Canada..

### (2) Statement Re: No Regulatory or other Sanction

"Neither the Developer nor any principal holder, director, or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has 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 with mortgages of land, or to theft or fraud whatsoever."

### (3) Statement Re: No Bankruptcy or Insolvency

"Neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, 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."

(4) "No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached



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to this Disclosure Statement, 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 been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold its assets.”

## 1.6 Conflict Statement

“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 the development units in connection with the Development which could reasonably be expected to affect the Purchaser’s purchase decision.”

## 2 THE DEVELOPMENT

### 2.1 General Description of the Development

The Development consists of 12 fee-simple municipal building lots (the “Lots”) located in the rural area of the Regional District of East Kootenay, Cranbrook, British Columbia near Jim Smith Lake, and the Lots are to be located on a dedicated public road accessed from Lakeview Road. The Lots vary in size from approximately 1.05 ha to 4.28 ha, and are shown as Lots 1 through 12 on the draft plan of the Development attached as **Exhibit “A”**.

By this Disclosure Statement, the Developer is marketing the Lots.

### 2.2 Permitted Use

The Lots are zoned RR-2 use (Rural Residential – Small Holding). The Lots are not within the Agricultural Land Reserve.

The permitted uses in the RR-2 Zone are as follows:

1. single family dwelling;
2. duplex; and

if zoning permits:



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### 3. other accessory uses:

- a) home based business;
- b) secondary dwelling unit for farm land;
- c) veterinary clinic;
- d) secondary suite; and
- e) uses, *buildings* and *structures accessory* to a permitted use.

The Lots may not be used for commercial purposes other than those which are ancillary to residential purposes.

A portion of Lot 1 lies within the Agricultural Land Reserve. Portions of Lots 1 and 12 comprise an “environmentally sensitive area defined by the Regional District of East Kootenay. Such areas are shown as “RDEK ESA Lands” on the building envelope plan included in Exhibit “A”, see also section 4.4 “Proposed Encumbrances” and section 4.6 “Environmental Matters”, below.

Prospective purchasers may obtain further zoning information from the Regional District of East Kootenay, 19 – 24<sup>th</sup> Avenue S., Cranbrook, BC, (tel 250 489 2791) or by visiting [www.rdek.bc.ca](http://www.rdek.bc.ca).

**Note that the statutory building scheme may restrict certain uses permitted in the zoning bylaw and may require greater setbacks than permitted in the zoning bylaw.**

## 2.2 Building Construction

Purchasers of Lots shall be solely responsible for the construction of any improvements on the Lots. Prior to commencement of construction, owners of Lots are required to obtain a building permit from the Regional District of East Kootenay. Each Lot owner will be required to comply with the provisions of the Developer’s Statutory Building Scheme (or Restrictive Covenant) which will be registered on title and referenced in the Purchase Agreement (see Exhibit “B” in 4.4 “Proposed Encumbrances”).

## 3 SERVICING INFORMATION

### 3.1 Utilities and Services

#### a) Water

Water will be supplied to each Lot by means of water wells that have been drilled and capped by the Developer. The operation and maintenance costs of each well will be the sole responsibility of the Lot owner.





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b) Electricity

Electricity will be installed to the Lot line by the Developer. Each Lot will be serviced with electricity by the British Columbia Hydro and Power Authority or a competing provider at the expense of the Lot owner.

c) Sewerage

Sewerage disposal (Septic) must be constructed on each Lot by individual Lot owners. Each system must be inspected by local health officials. Individual Lot owners will be responsible for obtaining installation permits, inspections and development costs, as well as operational and maintenance costs of the system.

d) Natural Gas

Natural gas distribution system will be installed to the Lot line by the Developer.

e) Fire Protection

Fire protection will be provided by the City of Cranbrook Fire department.

f) Telephone / Internet

Telephone and Internet service may be obtained from Telus Corporation, or from other service providers in the discretion of individual owners of the Lots. Individual Lot owners will be responsible for all costs relating to obtaining and connecting to telephone service, serviced overhead from power poles.

g) Access

Access to the Development is via a public road to be constructed by the Developer to a standard specified by the Ministry of Transportation and Infrastructure. Each Lot owner will be responsible for the construction costs of the driveway connecting their respective dwelling unit to the public road.

The Developer plans to complete servicing for the Development to RDEK Standards between May 31, 2025, and August 31 2025.

## 4 TITLE AND LEGAL MATTERS

### 4.1 Legal Description

The legal description of the real property comprising the Development is as follows:

PID: 016-443-381

The South Half of the East Half of District Lot 7794 Kootenay District.



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The legal description of the Lots will, after subdivision, be Lots 1 – 12, District Lot 7794 Kootenay District Plan EPP[\_TBD\_].

## 4.2 Ownership

The Developer, Proam Ventures Limited, is the Registered Owner of the real property comprising the Development.

## 4.3 Existing Encumbrances and Legal Notations

There are no Legal Notations registered on title.

The property is currently subject to the following charges:

- a) F1828 Right of Way in favour of British Columbia Hydro and Power Authority
- b) CA3455529 Covenant in favour of Regional District of East Kootenay
- c) CB1363048 Covenant in favour of Regional District of East Kootenay.

Development Agreement Covenant CA3455529. This covenant was offered by the owner at the rezoning stage and requires public amenity contributions to be made by the Developer prior to subdivision. Following such contributions the covenant is expected to be released.

***Title Search for the property is included at Exhibit "C". Prospective purchasers are advised to review thoroughly all of the above encumbrances with their legal advisor prior to the expiration of any rescission period.***

## 4.4 Proposed Encumbrances

The Developer proposes to register against title of the Lots the following charges which shall remain on title following completion of the purchase and sale of the Lots:

- (i) Statutory Rights of Way and/or Easements as may reasonably be required by public authorities, Crown agencies and/or public utilities in order to service and/or provide emergency access to the Lots;
- (ii) Statutory Building Scheme (or Restrictive Covenant) in favour of the Developer imposing certain construction guidelines. The terms of such building restrictions are reproduced in **Exhibit "B"**
- (iii) Schedule "I" Restrictive Covenant in favour of Regional District of East Kootenay, with respect to potable water for new ground water wells. The terms of which are attached in **Exhibit "D1"**



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- (iv) Restrictive Covenant in favour of Regional District of East Kootenay, the terms of which are attached in **Exhibit “D2”** which identifies Environmentally Sensitive Areas of the Development and building restrictions with respect to those areas;
- (v) Restrictive Covenant in favour of Regional District of East Kootenay, the terms of which are attached in **Exhibit “D3”** which identifies the Building Envelope Areas and the building restrictions with respect to those areas; and
- (v) Covenants respecting any geotechnical, wildfire, or other matters required by public authorities and other similar charge required. As of the date hereof, the requirement for such covenants and their provisions have not been determined.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation and the Developer is aware of no liabilities in respect of the Development or against the Developer that may affect the Lots or the Lot owners.

#### 4.6 Environmental Matters

***The property is within two of the Rockyview Official Community Plan Development Permit Areas. The property currently has an interface fire hazard rating of high. Work is underway to mitigate the fire hazard rating in the areas noted as high to achieve a lower rating. However, readers are cautioned that in rural and/or interface settings, a risk of wildfire cannot be eliminated. Areas of the property is identified as having potential for environmentally sensitive areas. Development Permits will be considered during the parent parcel subdivision (MoTI file 2022-04130).***

***The Lots are to be subject to covenants to the Regional District of East Kootenay which restrict the construction of improvements within each Lot which are shown on the building envelope plan attached as Exhibit D.***

**(See also 4.4 “Proposed Encumbrances”, above.)**

Other than as aforesaid, the Developer is not aware of any dangers or building requirements imposed by any governmental authority with respect to flooding, the condition of soil and subsoil, or other environmental matters affecting the Development.

***Purchasers are advised to conduct their own due diligence including, but not limited to, geotechnical and/or environmental matters in respect of the Lots and the Development, and the Developer makes no warranty, express or implied, as to environmental or geotechnical matters.***



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## 5 CONSTRUCTION AND WARRANTIES

### 5.1 Construction Dates

Construction of the Development commenced July 9, 2024. The Developer's estimated date range for completion of construction of the Lots is between May 31, 2025 and August 31, 2025.

### 5.2 Warranties

**Except as otherwise provided for in this Disclosure Statement, the Developer makes no warranties.**

## 6 APPROVALS AND FINANCES

### 6.1 Development Approval

Revised Preliminary Layout Review was completed by the Ministry of Transportation and Infrastructure by letter dated January 14, 2025.

### 6.2 Construction Financing

The Developer has sufficient financial reserves to complete construction of the works associated with the subdivision of the Lots. The Developer reserves the right to arrange financing and grant such security as may be necessary provided that such security will be conditional on the release of such security from title to any Lot at the time of transfer of such Lot to a purchaser.

## 7 MISCELLANEOUS

### 7.1 Deposits

All Deposits and other monies received from Purchasers will be held in trust by the Developer's solicitors, Rockies Law Corporation, 201 – 907 Baker Street, Cranbrook, British Columbia V1C 1A4, or in the event the Developer chooses to use a real estate agent to market the Development, a Real Estate Brokerage licensed in the Province of British Columbia in the manner required by the *Real Estate Development Marketing Act* until such time as:

- a) a subdivision plan in respect of the Development is deposited in the applicable Land Title Office (the "Land Title Office");
- b) the Property is capable of being occupied; and
- c) an instrument evidencing the interest of the Purchaser in the Property has been filed for registration in the applicable Land Title Office.



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## 7.2 Purchase Agreement

For the sale of the Lots the Developer will use the form of agreement substantially in the form attached as **Exhibit "E"**, subject to any changes agreed to between the Developer and a Purchaser. In respect of sales of Lots conducted by a licensed real estate agent, a Kootenay Real Estate Board form of Contract of Purchase and Sale may be used, including appropriate amendments.

### Termination Provisions

The form of purchase agreement used by the Developer and included herewith as an exhibit may not be terminated except in the following circumstances:

1. It is not accepted by the Developer;
2. The Purchaser's conditions precedent are not waived or declared fulfilled in writing;  
or
3. The Purchaser defaults in completing the purchase and sale thereunder in a timely manner.

In addition, at law the purchase agreement may be terminated by Court Order or agreement of the parties.

### Extension of Time

The purchase agreement provides that the Developer can extend the completion date from time to time until the later of the time that the Lot is ready to be occupied and the time that title to the Lot has been raised. This provision requires the Developer to use commercially reasonable efforts to obtain permission to legally occupy the Lot and to raise title to the Lot. There are no provisions permitting the Purchaser to unilaterally extend the contract. Any other extensions of the completion date may only be made with the mutual agreement of the Developer and Purchaser.

The Developer may continue to extend the completion date pursuant to the above until such time the Lot is actually capable of being legally occupied and title is raised to the Lot.

### Interest on Deposits

The purchase agreement provides that there shall be no interest on deposits.

### Assignment

Any assignment of a purchase agreement is prohibited.

## 7.3 Developer's Commitments

A portion of the services required to be completed in connection with the Development, such as surfacing and grading of (taken together, the "Incomplete Works") may not be completed



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at the time of subdivision of the Lots. In such circumstances the Developer may elect to post a bond (the "Bond") with the Ministry of Transportation and Infrastructure ("MOTI") in the amount of 125% of the estimated cost of completion of the Incomplete Works in order to obtain the signature of the Provincial Approving Officer to the plan of subdivision of the Development. In such case purchasers will, in accordance with the terms of the purchase agreement, be required to complete the purchase and sale. In the event the Developer does not complete the Incomplete Works within 12 months of the date of subdivision, MOTI may, but is not required to, demand payment of the Bond and apply the proceeds thereof to completion of the Incomplete Works by its own contractors. **In such event there can be no assurance that the Bond will be sufficient to ensure completion of the Incomplete Works or that MoTI will complete the Incomplete Works at any particular time, or at all.**

#### 7.4 Other Material Facts

The Developer is not aware of any other fact that affects, or could reasonably be expected to affect, the value, price or use of a Lot or the Development.

*[Signatures appear on following page]*



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**Signatures**

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

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 January 31, 2025.

<p><u>Carmelo Daprocida</u> <small>Carmelo Daprocida (Feb 27, 2025 16:55 MST)</small></p> <p>Carmelo Daprocida Director of the Developer, Proam Ventures Limited</p>	<p><b>PROAM VENTURES LIMITED</b> per:</p> <p><u>Carmelo Daprocida</u> <small>Carmelo Daprocida (Feb 27, 2025 16:55 MST)</small></p> <p>Print Name: Carmelo Daprocida Title: President</p>
<p><u>Sheldon Schroeder</u></p> <p>Sheldon Schroeder</p> <p><u>Kimberly Schroeder</u> Directors of the Developer, 729248 Alberta Ltd.</p>	<p><b>729248 ALBERTA LTD.</b> per:</p> <p><u>Sheldon Schroeder</u></p> <p>Print Name: Sheldon Schroeder Title: President</p>
<p><u>Tim Tourond</u> <small>Tim Tourond (Feb 27, 2025 17:00 CST)</small></p> <p>Tim Tourond Director of the Developer, Triton Cove Holdings Inc.</p>	<p><b>TRITON COVE HOLDINGS INC.</b> per:</p> <p><u>Tim Tourond</u> <small>Tim Tourond (Feb 27, 2025 17:00 CST)</small></p> <p>Print Name: Tim Tourond Title: President</p>

Phil Keele

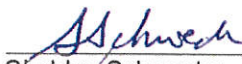
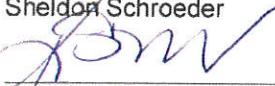



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<p>_____ Carmelo Daprocida Director of the Developer, Proam Ventures Limited</p>	<p>PROAM VENTURES LIMITED per: _____ Print Name: Carmelo Daprocida Title: President</p>
<p> _____ Sheldon Schroeder</p> <p> _____ Kimberly Schroeder Directors of the Developer, 729248 Alberta Ltd.</p>	<p>729248 ALBERTA LTD. per:  _____ Print Name: Sheldon Schroeder Title: President</p>
<p>_____ Tim Tourond Director of the Developer, Triton Cove Holdings Inc.</p>	<p>TRITON COVE HOLDINGS INC. per: _____ Print Name: Tim Tourond Title: President</p>

\_\_\_\_\_  
Phil Keele





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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 January 31, 2025.

  
Carmelo Daprocida  
Director of the Developer,  
Proam Ventures Limited

PROAM VENTURES LIMITED

per:

CARMELO DAPROCIDA  
Print Name: Carmelo Daprocida  
Title: President

\_\_\_\_\_  
Sheldon Schroeder

\_\_\_\_\_  
Kimberly Schroeder  
Directors of the Developer,  
729248 Alberta Ltd.

729248 ALBERTA LTD.

per:

\_\_\_\_\_  
Print Name: Sheldon Schroeder  
Title: President

\_\_\_\_\_  
Tim Tourond  
Director of the Developer,  
Triton Cove Holdings Inc.

TRITON COVE HOLDINGS INC.

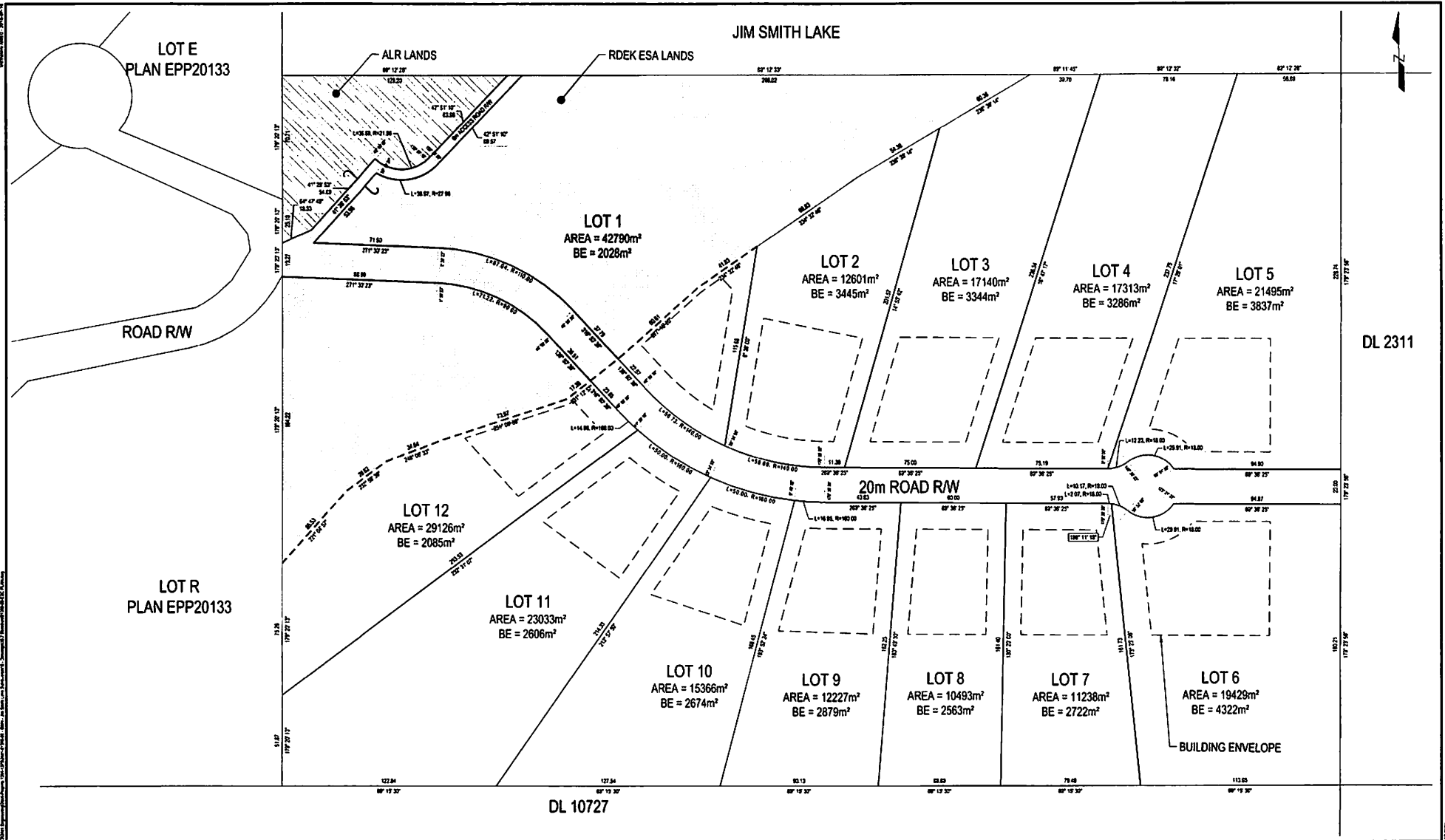
per:

\_\_\_\_\_  
Print Name: Tim Tourond  
Title: President



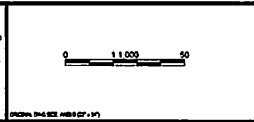
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Phil Keele

# EXHIBIT A



NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1		ISSUED FOR APPROVALS	AD	SA	BA
2					
3					

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN CONFIDENCE AND NOT REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT EXTEND TO THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE OR TO THE SAFETY OF ANY PERSON OR PROPERTY. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT EXTEND TO THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE OR TO THE SAFETY OF ANY PERSON OR PROPERTY.



**McElharney**

100 Wilfrid Dale  
Oshawa, ON  
Canada M1C 1Y6  
Tel: 294-8931

**PERMIT TO PRACTICE**  
McElharney Ltd.  
PERMIT NUMBER: 1003299  
Engineers and Geoscientists of O.C.

**BIRCHWOOD HOMES**  
**JIM SMITH LAKE SUBDIVISION**  
**PROPOSED LEGAL PLAN**

**LEGAL**

Drawing No.  
Project Number  
2441-01369-00

Rev  
0

# EXHIBIT B

## SCHEDULE OF RESTRICTIONS

1. No dwelling shall be constructed on any of the Lots unless that dwelling has a floor area, excluding any basement, porch, garage or breezeway, of not less than the following:
  - (a) Minimum of 1500 square feet on the main floor of a single level home.
  - (b) Minimum total of 1650 square feet on both floors of a two storey home.
2. No duplexes shall be constructed or placed on any Lot.
3. Suites in the dwelling for use by the owner's family only shall be a permitted use.
4. No wrecked or partially dismantled cars or salvage materials shall be stored on the Lots unless within a properly constructed shelter such as a garage, shop or shed.
5. The exterior of any buildings must be completed within twelve months of the date of issuance of the building permit.
6. No fence shall be erected, constructed, placed or maintained on the front property line and the side property lines to the distance of the nearest point of set-back of the residence on the Lots other than ornamental wire, iron or open wooden construction, with or without brick or stone foundations higher than four (4) feet. No fence around the balance of the Lot shall be higher than six (6) feet.
7. No Recreation Vehicles of any type shall be permitted for occupancy on any Lot.
8. No Lot shall be used for camping. No used dwelling, fifth-wheel trailer, travel trailer, mobile home or motor home shall be affixed (or stored) on a Lot unless such travel trailer or motor home is the personal use during construction of the building or stored unoccupied on a seasonal basis.
9. No building or any part thereof on any Lot shall be used, occupied or employed for any purpose whatsoever save as a private dwelling or home, except for a home based business fully contained in the principal residence, free standing shop or garage.
10. No swine, goats, roosters, chickens, ducks, geese, turkeys or other poultry, cougar hounds, cattle or commercial fur-bearing animals shall be kept on the Lot or in any building on the Lot. No more than a total of two (2) dogs and two (2) cats shall be kept on the Lot. All family pets, including dogs, cats, and small birds, shall be kept under control by the owner on the Lot, either by leash, kennel, fencing, cage, or in the buildings. Any exterior facility for pets shall be located no closer than 50 feet to the interior side lot boundary.
11. No billboards, placards, advertising or signs of any kind except address signs which may include home-based business information shall be erected or placed on the Lot, or in any window or door in any residence or building on the Lot, with the exception of temporary signs including that the property is for sale or rent and signs displaying the owner's name and address, such signs to be of an ornamental nature and not to exceed 8' x 6'.
12. Any motor vehicle or equipment parked in the front yard of the Lot or adjacent to the Lot shall be currently licensed with appropriate license plates and decals.

## EXHIBIT B

13. No building waste or other materials of any kind shall be dumped or stored on the Lots except clean earth for the purpose of landscaping or in connection with the construction of a building.
14. The front of the Lots will be free from people parking motor homes, pasturing horses etc. These items need to be hidden from view and at the back of the Lots.

# EXHIBIT C

## TITLE SEARCH PRINT

2025-01-20, 08:20:20

File Reference: 137031

Requestor: Patricia Belcher-Bell

Declared Value \$398700

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

**Land Title District** NELSON  
Land Title Office NELSON

**Title Number** CA3579074  
From Title Number KP20016

**Application Received** 2014-02-04

**Application Entered** 2014-02-06

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: PROAM VENTURES LIMITED, INC.NO. BC0392712  
BOX 5268  
FORT MCMURRAY, ALBERTA  
T9H 3G3

**Taxation Authority** East Kootenay Assessment Area

**Description of Land**  
Parcel Identifier: 016-443-381  
Legal Description:  
THE SOUTH HALF OF THE EAST HALF OF DISTRICT LOT 7794 KOOTENAY DISTRICT

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CB1436087  
  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CB559029  
  
THIS TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT

**Charges, Liens and Interests**  
Nature: RIGHT OF WAY  
Registration Number: F1828  
Registration Date and Time: 1972-02-16 14:09  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

**TITLE SEARCH PRINT**

2025-01-20, 08:20:20

File Reference: 137031

Requestor: Patricia Belcher-Bell

Declared Value \$398700

Nature:	COVENANT
Registration Number:	CA3455529
Registration Date and Time:	2013-11-14 14:11
Registered Owner:	REGIONAL DISTRICT OF EAST KOOTENAY

Nature:	COVENANT
Registration Number:	CB1363048
Registration Date and Time:	2024-06-07 08:48
Registered Owner:	REGIONAL DISTRICT OF EAST KOOTENAY

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

# EXHIBIT D1

## TERMS OF INSTRUMENT - PART 2

### COVENANT Section 219 – Land Title Act

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2025 pursuant to the provisions of Section 219 of the *Land Title Act*.

BETWEEN:

**PROAM VENTURES LIMITED, Inc. No. BC0392712**  
188 Lindstrom Crescent  
Fort McMurray, Alberta T9K 2N8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

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

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land in the East Kootenay Assessment Area, in the Province of British Columbia, legally described in Item 2 of Part 1 of this document,  
  
(hereinafter called the "Land").
- B. It is proposed that the Land be subdivided.
- C. The Owner has asked the RDEK to accept the covenant created by this Agreement so that subdivision of the Land sought by the Owner can proceed more expeditiously; and.
- D. The Owner has agreed to enter into this Agreement and to register it against the title to the Land as a covenant and indemnity under s. 219 of the *Land Title Act*.
- E. The Owner acknowledges that no building permit for a serviced building nor occupancy permit for any serviced building, may be applied for, and the RDEK is not obliged to issue any building permit or occupancy, in respect of the Land, except in accordance with RDEK requirements concerning proof of potable water on the Land.

# EXHIBIT D1

**THIS AGREEMENT** is evidence that in consideration of ONE DOLLAR (\$1.00), (the receipt of which is hereby acknowledged), the Owner covenants and agrees with the RDEK as follows:

1. The Owner covenants and agrees with the RDEK that:
  - a) construction or placement of any serviced building or serviced structure on the Land is prohibited until proof of potable water is provided to the RDEK.
2. Section 1 does not prohibit the Owner from doing anything that is necessary to fulfill any of the conditions contained in section 3.
3. The RDEK must execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land, at the expense of the Owner, if the Owner has completed at its expense and to the satisfaction of the RDEK all works necessary to service the land with a source of potable water as required by the RDEK's Subdivision Servicing Bylaw in effect at the time of the granting of this Covenant.
4. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the RDEK Manager of Planning & Development Services or his or her delegate authorized as such in writing.
5. The Owner releases, and must indemnify and save harmless, the RDEK, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
6. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
7. The rights given to the RDEK by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the RDEK to anyone, or obliges the RDEK to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
8. Where the RDEK is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the RDEK is under no public law duty of fairness or natural justice in that regard and agrees that the RDEK may do any of those things in the same manner as if it were a private party and not a public body.



# EXHIBIT D1

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
13. This Agreement is the entire agreement between the parties regarding its subject.
14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

END OF DOCUMENT

# EXHIBIT D2

## TERMS OF INSTRUMENT – PART 2

### COVENANT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2024 is

BETWEEN:

PROAM Ventures Limited  
188 Lindstrom Crescent  
Fort McMurray, Alberta T9K 2N8

(the “Owner”)

AND:

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

(the “RDEK”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the land in Cranbrook, British Columbia, legally described as: The South Half of the East Half of District Lot 7794 Kootenay District PID: 016-443-381 (the “Land”);
- B. It is proposed that the Land be subdivided;
- C. An Environmentally Sensitive Area (ESA) on a portion of the Land has been identified within RDEK Rockyview Official Community Plan Bylaw No. 2255, 2010, as shown on Schedule H3;
- C. The Owner has asked the RDEK to accept the covenant created by this Agreement so that subdivision of the Land sought by the Owner can proceed more expeditiously; and
- D. The Owner has agreed to enter into this Agreement and to register it against the title to the Land as a covenant and indemnity under s. 219 of the *Land Title Act*.

THIS AGREEMENT is evidence that in consideration of one dollar (the receipt of which is acknowledged), the Owner covenants and agrees with the RDEK as follows:

1. The Owner covenants and agrees with the RDEK the following restrictions to land use within the ESA area outlined in heavy bold on the attached Schedule A:
  - a) prohibit the construction or placement of buildings or structures within the ESA;
  - b) prohibit excavation within the ESA;
  - c) prohibit the placement of fill within the ESA;

## EXHIBIT D2

- d) prohibit the cutting, trimming, pruning, or removal of any vegetation within the ESA except:
    - i) removal of non-native invasive species of grass and shrubs;
    - ii) pruning and removal of vegetation in accordance with a wildfire interface prescription and treatment plan prepared by a member of the Association of BC Forest Professionals and approved by the Regional District; and
    - iii) pruning and removal of danger trees as determined by a member of the Association of BC Forest Professionals.
  - e) prohibit the placement or construction of any fencing or structures that impede the movement of wildlife within the ESA;
  - f) notwithstanding items 1. b), c), d) and e) above, a road for access purposes may be constructed to Ministry of Transportation and Infrastructure standards provided the removal of trees and land clearing does not occur between April 15 to August 15;
  - g) the restrictions imposed by this covenant shall not impair or impede any permitted agricultural use of that portion of the Lands which lies within the Agricultural Land Reserve.
4. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the RDEK Manager of Planning & Development Services or his or her delegate authorized as such in writing.
  5. The Owner releases, and must indemnify and save harmless, the RDEK, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
  6. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
  7. The rights given to the RDEK by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the RDEK to anyone, or obliges the RDEK to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
  8. Where the RDEK is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the RDEK is under no public law duty of fairness or natural justice in that regard and

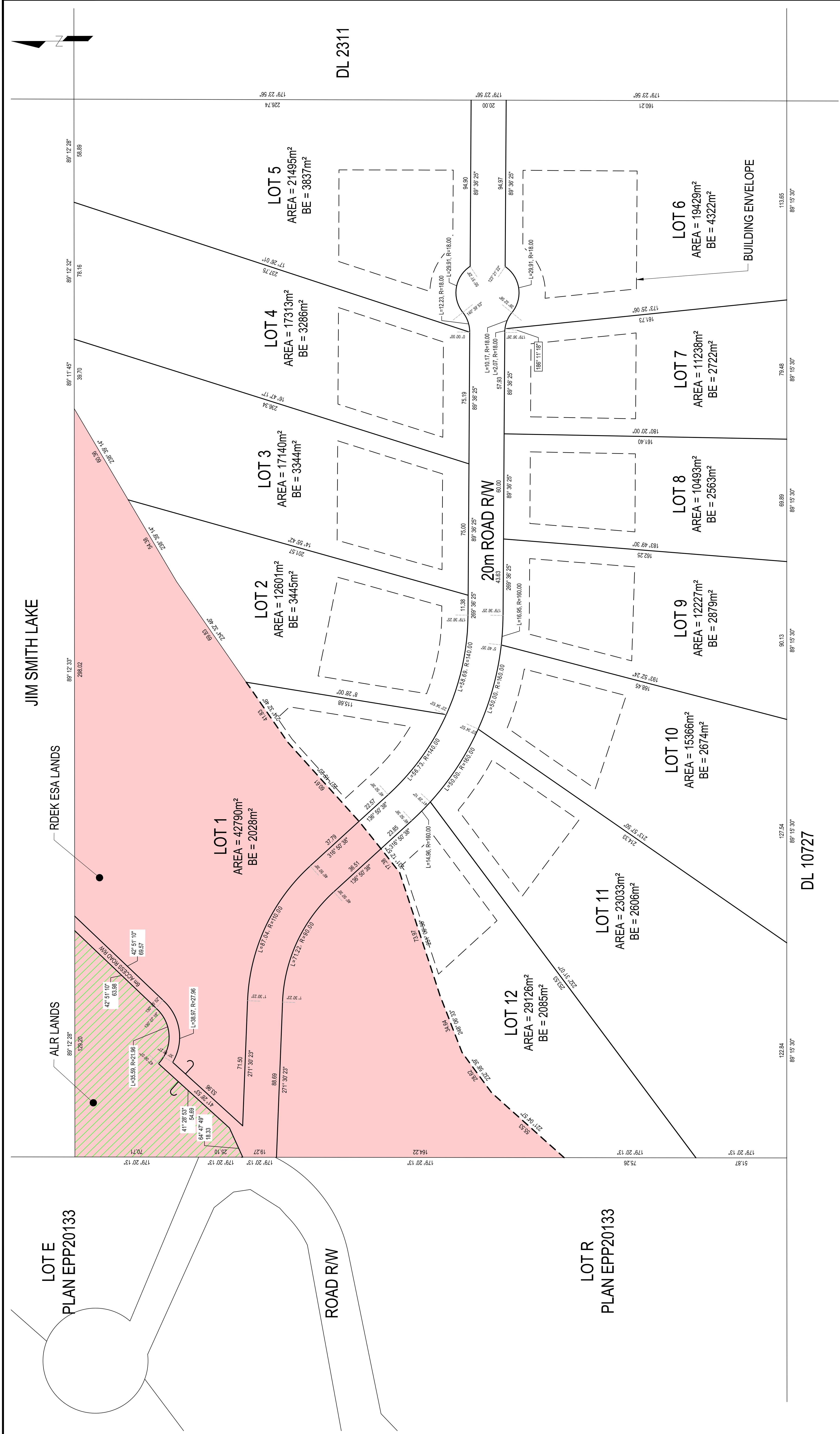
## EXHIBIT D2

agrees that the RDEK may do any of those things in the same manner as if it were a private party and not a public body.

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
13. This Agreement is the entire agreement between the parties regarding its subject.
14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

END OF DOCUMENT



Rev.	Date	Description
0	2024/05/14	ISSUED FOR APPROVALS
		Drawn Design Appro
		AD BA BA
		UNDERGROUND CONDUITS, PIPES, CABLES OR OTHER FACILITIES WHETHER SHOWN OR OMITTED FROM THIS PLAN, PRIOR TO CONSTRUCTION CONTRACTOR SHALL EXPOSE LOCATIONS OF ALL EXISTING FACILITIES BY HAND DIGGING OR TRENCHING AND ADVISE THE ENGINEER OF POTENTIAL CONFLICTS.
		INFORMATION ON EXISTING UNDERGROUND FACILITIES MAY NOT BE COMPLETE OR ACCURATE. McElhanney, Engineers and Geoscientists of BC, CANNOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.
		EMPLOYEES OR AGENTS, WITHOUT McElhanney's PRIOR WRITTEN CONSENT.
		BY ANY THIRD PARTY, INCLUDING CONTRACTORS, SUPPLIERS, CONSULTANTS AND STAKEHOLDERS, OR THEIR CONSULTANTS RESULTING FROM THE USE OR RELIANCE UPON, OR ANY CHANGES MADE TO, THIS DRAWING, REQUIREMENTS OF THE APPLICABLE PUBLIC AGENCIES AT THE TIME OF PREPARATION. McELHANEY, ITS ENGINEERS AND GEOSCIENTISTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.
		THIS DRAWING AND DESIGN IS THE PROPERTY OF McELHANEY AND SHALL NOT BE USED, REPRODUCED OR REPRODUCED WITHOUT THE CONSENT OF McELHANEY. McELHANEY WILL NOT BE HELD RESPONSIBLE FOR THE IMPROPER OR UNAUTHORIZED USE OF THIS DRAWING AND DESIGN.
<p><b>McElhanney</b> 1800 Wilfrid Laurier Drive Coquitlam, BC Canada V3C 7J9 Tel: 604 483 3313</p>		
<p><b>PERMIT TO PRACTICE</b> McElhanney Ltd. PERMIT NUMBER: 1003299 Engineers and Geoscientists of BC</p>		
<p>Approved Sealed</p>		
<p><b>BIRCHWOOD HOMES</b></p>		
<p><b>JIM SMITH LAKE SUBDIVISION</b></p>		
<p><b>PROPOSED LEGAL PLAN</b></p>		
<p>Drawing No. <b>LEGAL</b></p>		
<p>Project Number 2441-01369-00</p>		
<p>Rev. 0</p>		

# EXHIBIT D3

## TERMS OF INSTRUMENT – PART 2

### COVENANT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2025 is

BETWEEN:

PROAM Ventures Limited  
188 Lindstrom Crescent  
Fort McMurray, Alberta T9K 2N8

(the “Owner”)

AND:

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

(the “RDEK”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the land in Cranbrook, British Columbia, legally described as: The South Half of the East Half of District Lot 7794 Kootenay District PID: 016-443-381 (the “Land”);
- B. It is proposed that the Land be subdivided;
- C. Building Envelope areas for each parcel will be legally surveyed and shown on a Plan which will be registered on title for each parcel;
- D. The Owner has asked the RDEK to accept the covenant created by this Agreement so that subdivision of the Land sought by the Owner can proceed more expeditiously; and
- E. The Owner has agreed to enter into this Agreement and to register it against the title to the Land as a covenant and indemnity under s. 219 of the *Land Title Act*.

THIS AGREEMENT is evidence that in consideration of one dollar (the receipt of which is acknowledged), the Owner covenants and agrees with the RDEK as follows:

- 1. The Owner covenants and agrees with the RDEK the following restrictions to land use on each parcel and building envelope area shown on the attached Schedule A:
  - a) No Building Permit shall be issued by the RDEK for any structure outside of the building envelope area on each parcel; and
  - b) fencing outside of the building envelope area on each parcel shall not impede the movement of wildlife.

## EXHIBIT D3

2. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the RDEK Manager of Planning & Development Services or his or her delegate authorized as such in writing.
3. The Owner releases, and must indemnify and save harmless, the RDEK, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
4. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
5. The rights given to the RDEK by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the RDEK to anyone, or obliges the RDEK to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
6. Where the RDEK is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the RDEK is under no public law duty of fairness or natural justice in that regard and agrees that the RDEK may do any of those things in the same manner as if it were a private party and not a public body.
7. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
8. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
9. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

## EXHIBIT D3

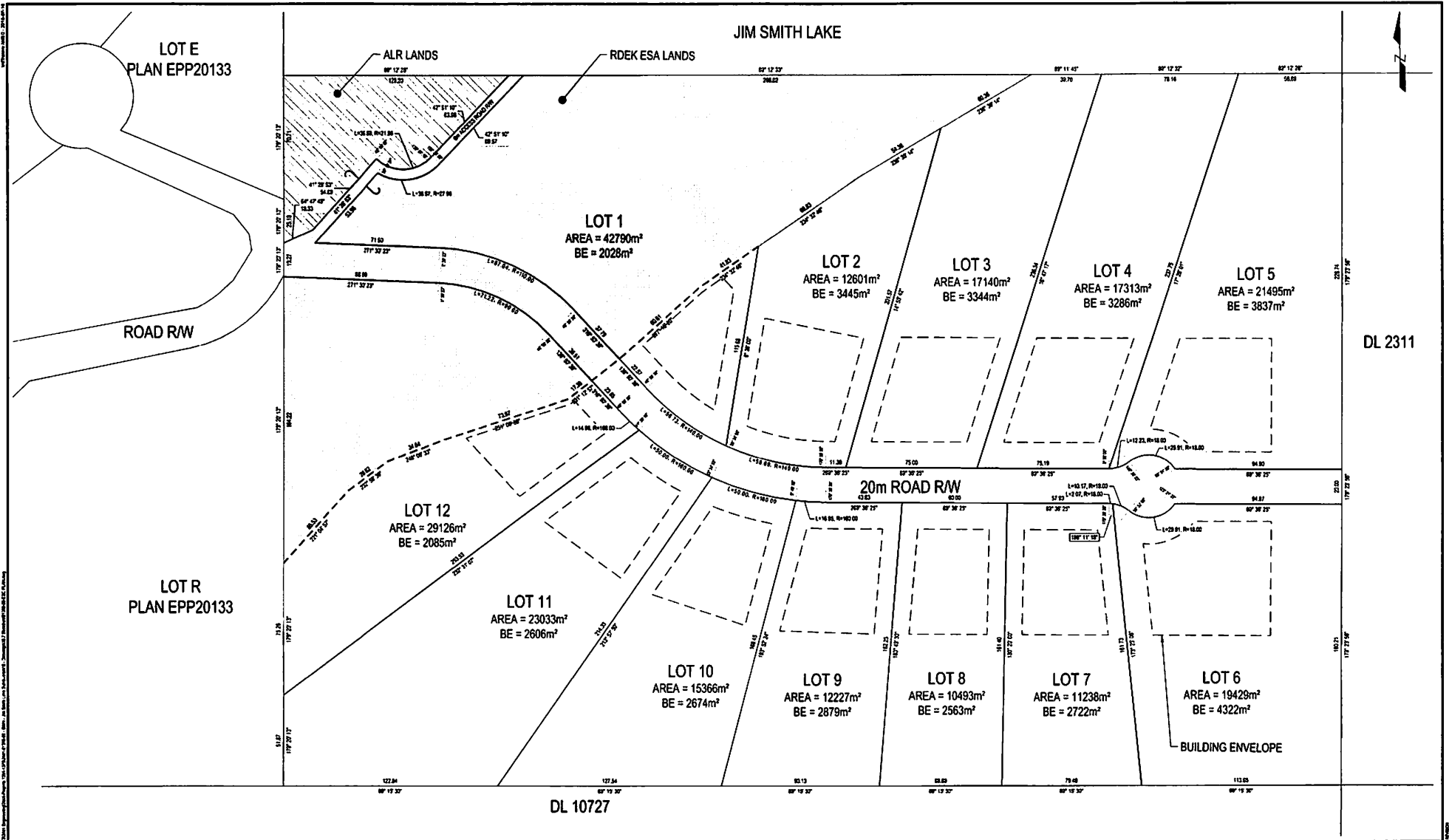
10. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
11. This Agreement is the entire agreement between the parties regarding its subject.
12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
13. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
14. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

END OF DOCUMENT

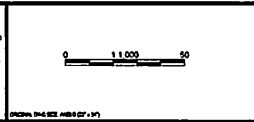


# EXHIBIT D3 SCHEDULE A



NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1		ISSUED FOR APPROVALS	AD	SA	BA
2					
3					
4					
5					

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN CONFIDENCE AND NOT REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN AND DOES NOT EXTEND TO ANY OTHER SERVICES OR TO ANY CONSTRUCTION CONTRACTS, AGREEMENTS, OR OBLIGATIONS OF ANY KIND. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN AND DOES NOT EXTEND TO ANY OTHER SERVICES OR TO ANY CONSTRUCTION CONTRACTS, AGREEMENTS, OR OBLIGATIONS OF ANY KIND.



**McElharney**

160 Wilfrid Dale  
Oshawa, ON  
Canada M1C 1Y6  
Tel: 294-6931

**PERMIT TO PRACTICE**  
McElharney Ltd  
PERMIT NUMBER: 1003299  
Engineers and Geoscientists of BC

**BIRCHWOOD HOMES**  
**JIM SMITH LAKE SUBDIVISION**  
**PROPOSED LEGAL PLAN**

**LEGAL**

Drawing No: 2441-01369-00  
Project Number: 2441-01369-00  
Rev: 0



# EXHIBIT E

LOT # \_\_\_\_\_

## OFFER TO PURCHASE AND AGREEMENT OF SALE

The Vendor: **PROAM VENTURES LIMITED** (the “Vendor”)

Full Name: _____	Full Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
E-mail: _____	E-mail: _____
Telephone: Home: _____ Work: _____	Telephone: Home: _____ Work: _____
Fax: Home: _____ Work: _____	Fax: Home: _____ Work: _____
Occupation: _____	Occupation: _____

(collectively the “Purchaser”)

1. The Purchaser [*Circle one*] is [*or*] is not a resident of Canada for the purposes of the *Income Tax Act*.
2. The Purchaser [*Circle one*] is [*or*] is not registered for the purposes of the *Goods and Services Tax Act*.
3. Purchaser’s Solicitor: (if known) \_\_\_\_\_
4. The Purchaser hereby offers to purchase from the Vendor Lot #\_\_\_\_ (the “Lot”) to be subdivided from property legally described as PID: 016-443-381, The South Half of the East Half of District Lot 7794 Kootenay District in the Development known as Soaring Eagle Estates, in Cranbrook, British Columbia.
5. Schedules “A” attached hereto forms an integral part hereof. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this agreement.
6. The Purchaser’s obligation to purchase is subject to the following conditions precedent, each benefiting the purchaser:
  - a) \_\_\_\_\_; and
  - b) \_\_\_\_\_;
7. The Purchase Price for the Lot is \$\_\_\_\_\_ (the “Purchase Price”) payable in lawful money of Canada. The Purchase Price does not include applicable taxes (GST, PST, Property Transfer Tax,) or adjustments.

# EXHIBIT E

LOT # \_\_\_\_\_

8. A deposit equal to \$ \_\_\_\_\_, (the “**Deposit**”) accompanies this offer, which sum the Vendor will acknowledge by accepting this offer. If the offer is not accepted, the Deposit will be returned. The Deposit shall be held in the manner set out in Schedule “A”.
  
9. The Completion Date for the purchase of the Lot is estimated by the Vendor to occur on between \_\_\_\_\_, 202\_\_ and \_\_\_\_\_, 202\_\_ (see Schedule “A” Paragraphs 3 and 4).
  
10. If the Completion Date does not occur by September 5, 2025 (the “**Outside Date**”), this Agreement shall be voidable at the sole option of the Vendor and the Purchaser’s sole and exclusive recourse shall be the return of the Deposit without interest.
  
11. **The Purchaser acknowledges and agrees that the Vendor makes no representations or warranties, express or implied, except for the representations and warranties contained in this Agreement. The Vendor and any representative of the Vendor is not acting for and shall not be construed as agent for the Purchaser. The Purchaser further acknowledges that it is the Purchaser’s sole responsibility to obtain independent legal and real estate advice prior to signing this Contract.**
  
12. This offer is open for acceptance by the Vendor on or before 5:00 p.m. Mountain time on \_\_\_\_\_, 20\_\_ and upon acceptance by the Vendor by signing a copy of this Offer, there shall be a binding agreement of purchase and sale of the Lot for the Purchase Price, on the terms and conditions herein contained.

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

WITNESS:

_____ )	_____ )
Signature )	Purchaser )
_____ )	_____ )
Name of Witness )	Purchaser )
(AS TO ALL SIGNATURES) )	)

This Offer to Purchase is accepted by the Vendor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(the “**Acceptance Date**”).

Proam Ventures Limited

Per:

\_\_\_\_\_

Signed at: \_\_\_\_\_, British Columbia

Purchaser’s Initials: _____
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EXHIBIT E  
LOT # \_\_\_\_\_

**Disclosure Statement Receipt**

The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Vendor's Disclosure Statement dated January 31, 2025 together with any amendments thereto made prior to the date of this Agreement (collectively, the "**Disclosure Statement**").

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

Purchaser's Initials: \_\_\_\_\_

# EXHIBIT E

## SCHEDULE "A"

### SCHEDULE "A" ADDITIONAL TERMS AND CONDITIONS

1. Upon acceptance by the Vendor, the Deposit shall be held in accordance with the terms and conditions set out below.

2. The Deposit shall be held in trust by Rockies Law Corporation (the "**Vendor's Solicitor**") on behalf of the Vendor. All Deposit cheques will be made payable to Vendor's Solicitor, "In Trust". Any interest earned on the deposit shall always accrue to and be payable to the Vendor. In the event that the Vendor fails to complete this transaction on the Completion Date then the Deposit shall be refunded forthwith to the Purchaser. In the event that the Purchaser's conditions precedent set out in paragraph 6 hereto are not fulfilled or waived in writing within the time required, the Deposit will be returned to the Purchaser. If the Completion Date does not occur by September 5, 2025 (the "Outside Date"), this Agreement shall be voidable at the sole option of the Vendor and the Purchaser's sole and exclusive recourse shall be the return of the Deposit without interest. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's solicitors fail to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's solicitors before the Completion Date, the Deposit and any interest earned shall be paid to the Vendor without prejudice to the Vendor's other rights hereunder or otherwise at law. In the alternative, the Deposit may be held in trust by the Vendor's real estate agent, and in such event the provisions of this paragraph shall apply *mutatis mutandis*.

3. The Purchaser shall purchase the Lot and the Balance of the Purchase Price for the Lot shall be paid by **certified cheque or bank draft** on the Completion Date (as hereinafter defined). The Vendor will give the Purchaser not less than fourteen (14) days written notice (the "**Notice**") addressed to the Purchaser's address as set out above, specifying the date that shall be the Completion Date (the "**Completion Date**"). The Completion Date shall upon written notice from the Vendor to the Purchaser be extended for a period equivalent to the amount of time lost in completion of construction of the Lot by reason of unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts of Governmental Authorities, fire, explosion, Acts of God, or other circumstances beyond the exclusive control of the Vendor. Any such notice of extension of the Completion Date by the Vendor shall be final and binding on the Purchaser. The Purchaser shall have no unilateral right to extend the Completion Date. Except as aforesaid, any extension of the Completion Date may only be made by mutual agreement of the Vendor and the Purchaser.

4. **Completion of Lot:** The Purchaser shall be bound to complete the purchase and sale of the Lot if on the Completion Date the lot is legally occupiable. For the purposes of this Agreement, the Lot will be deemed conclusively to be legally occupiable on the Completion Date if the local approving officer has signed the subdivision plan creating the Lot. A portion of the services required to be completed in connection with the Development, such as paving of roads and installation of "shallow services" such as gas and electricity (taken together, the "Incomplete Works") may not be completed at the Completion Date. In such circumstances the Vendor may elect to post a bond (the "Bond") with the Ministry of Transportation and Infrastructure ("MoTI") in the amount of 125% of the estimated cost of completion of the Incomplete Works in order to obtain the signature of the Approving Officer to the plan of subdivision of the Development. In such case purchasers will, in accordance with the terms of the purchase agreement, be required to complete the purchase and sale and the non-completion, as at the Completion Date, of the Incomplete Works shall not be construed as a breach of this Agreement for any reason and no holdbacks shall be permitted in respect of the Incomplete Works.

Purchaser's Initials: \_\_\_\_\_

# EXHIBIT E

5. **Lien Holdback:** The sum of 10% of the Purchase Price (excluding taxes) shall be held back from the Balance of the Purchase Price (the “Lien Holdback”) by the Vendor’s solicitors on the Closing Date. The Lien Holdback will be held by the Vendor’s solicitors in trust pursuant to the *Builders Lien Act* of British Columbia, with interest for the benefit of the Vendor, solely in respect of builders’ lien claims registered in the Land Title Office in connection with work done at the behest of the Vendor (each a “Lien Claim”). The Vendor’s solicitors are authorized to pay to the Vendor on the 56th day after permission to occupy the Property has been issued the Lien Holdback plus interest earned less the amount representing Lien Claims filed against the Property of which the Purchaser or the Purchaser’s solicitor notify the Vendor’s solicitors in writing by 1:00 PM on such day. The Purchaser hereby authorizes the Vendor and the Vendor’s solicitors to do all things they in their discretion deem necessary or desirable to discharge any Lien Claims, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings shall be at the Vendor’s sole expense. Notwithstanding the foregoing, if the Vendor delivers to the Purchaser a Statutory Declaration stating 1) that all accounts in respect of labour and materials in respect of the Lot have been paid, and that 2) no work has been done on the Lot such as would give rise to a valid claim of lien under the *Builder’s Lien Act* of British Columbia, then and in that case there shall be no Lien Holdback.

6. **Completion:** On the Completion Date, the Vendor will:

- a) transfer title to the Lot to the Purchaser, subject to the exceptions listed in section 23(1) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
  - i) the legal notations set out in the Disclosure Statement;
  - ii) the encumbrances (including any to be registered) set out in the Disclosure Statement;
  - iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances (the “**Charges**”) save and except the Permitted Encumbrances.

The Purchaser acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Lot. The Purchaser’s solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date to Vendor’s Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Lot. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, 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 Kamloops/Nelson Land Title Office but only if before such lodging against title to the Lot, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;

# EXHIBIT E

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- B) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- C) made available to Vendor's Solicitor a lawyer's or notary public's undertaking 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.

7. **Costs/Taxes:** The Purchaser shall assume and pay where applicable all real property taxes, Provincial Sales Tax ("PST"), Federal Goods and Services Tax ("GST"), on the value of the Lot, Property, rates, local improvement assessments and other charges levied against Lot, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST if applicable on the value of the Lot and the Vendor will be responsible for remitting the appropriate amount of tax.

8. The Lot is the subdivision lot as described in this Agreement and does not include any dwelling unit or other building.

9. The actual area of the Lot may vary up or down from that set out in the subdivision plan by up to 5% without compensation to the Purchaser.

**10. The Purchaser acknowledges having ample opportunity to inspect the Lot prior to completion and on completion agrees to accept the Lot in "as is, where is" condition without any representation or warranty of the Vendor whatsoever including but not limited to any warranty of fitness for use, merchantability, condition, view corridors, or other attributes of the Lot or the Development.**

11. The Purchaser acknowledges that the Development includes service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants and other such facilities and equipment. The Purchaser acknowledges the current plans for the Development may not indicate the location of all such service facilities and the Purchaser accepts the Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

12. The civic address, the Lot number relating to the Lot, and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

13. **Transaction Documents:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Transfer, in registrable form and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Lot in accordance with section 6.

14. Neither this Agreement nor any interest in the Lot created hereunder shall be registered in the applicable Land Title Office except for transfer of the Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

15. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on

Purchaser's Initials: \_\_\_\_\_

# EXHIBIT E

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account of damages. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.

16. **Risk:** The Lot shall be at the risk of the Vendor until the Transfer of the Lot has been accepted for registration in the Land Title Office and thereafter at the risk of the Purchaser.

17. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

18. **Sale:** The Purchaser shall not advertise or offer the Lot for sale prior to the Completion Date.

19. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this agreement;
- b) to engage in business transactions including securing financing for the construction of the Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

20. **Miscellaneous Provisions:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

21. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

22. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

23. **Governing Law:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.

24. **Notices:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document, or communication shall be, if delivered, when delivered, if sent by facsimile then on the day of transmission, and if mailed, then on the third business day after the day of mailing.



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25. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of certified funds or bank draft, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

26. The Purchaser agrees to, concurrently with the completion of the Purchase and Sale of the Property, grant the Vendor an Option to Purchase providing that the Vendor shall have the option to re-purchase the Property for ninety per cent (90%) of the agreed sale price hereunder, plus the cost of any improvements thereon, at cost, in the event that:

- (a) the Purchaser offers the Property for sale to any party prior to the date which is the third anniversary of the Completion Date; or
- (b) the Purchaser does not obtain a Building Permit and Approval to Construct (as such is defined in a Section 219 (Build) Covenant registered against the Property) by the date which is the third anniversary of the Completion Date; or
- (c) if the Building Permit and Approval to Construct are obtained within the time required by paragraph 26(b) above, construction of a residential dwelling in accordance with the Section 219 (Build) Covenant registered against the Property is not commenced and completed by the date which is 36 months from the date the Approval to Construct is obtained.

The Option to Purchase shall be prepared by the solicitors for the Vendor and provided to the solicitor for the Purchaser and registered by the solicitor for the Purchaser at the Purchaser's registration expense immediately following the registration of the Form A Transfer and in priority to any purchase financing.

Purchaser's Initials: \_\_\_\_\_