

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference the [Ø] day of [Ø], 202[Ø].

BETWEEN:

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

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

AND:

[Ø]

(the "**Purchaser**")

WHEREAS:

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

PID: 031-869-173  
Lot 4 Sections 17 and 18 Township 40 District Lot 8248  
Group 1 New Westminster District Plan EPP116738

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

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

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

### 1. DEFINITIONS

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

- (a) "**Adjustment Date**" means the Completion Date, or such other date as the parties may further agree in writing;

- (b) **"Affiliate"** has the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (c) **"Agreement"** means this Purchase and Sale Agreement and all Schedules hereto, as amended from time to time;
- (d) **"Business Day"** means any day that is not a Saturday, a Sunday, a statutory holiday in Vancouver, British Columbia, or a day on which the Land Title Office is closed for business;
- (e) **"City Solicitor"** means the City Solicitor, City of Coquitlam;
- (f) **"Community Charter"** means the Community Charter, S.B.C. 2003, c.26, as amended;
- (g) **"Completion Date"** means [X], or such other date as the parties may further agree in writing;
- (h) **"Deposit"** means the amount of [X] of lawful money of Canada;
- (i) **"Form A Transfer"** means the Form A – Freehold Transfer under the *Land Title (Transfer Forms) Regulation* (in electronic form) required to transfer title to the Property held by the Vendor to the Purchaser in accordance with the terms of this Agreement;
- (j) **"GST"** means goods and services tax payable under the *Excise Tax Act* (Canada) or any successor tax, including harmonized sales tax;
- (k) **"GST Certificate and Indemnity"** has the meaning ascribed thereto in Section 2.4;
- (l) **"Land Title Office"** means the applicable Government of British Columbia Land Title Office at which title to the Property is registered;
- (m) **"License"** means the License Agreement entered into by the Vendor and the City of Coquitlam in its capacity as landowner of the Licensee's Lands (as defined therein) dated for reference the 1<sup>st</sup> day of April, 2025, a copy of which is attached hereto as Schedule C;
- (n) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, c.1, as amended;
- (o) **"Option to Purchase"** means the Option to Purchase set forth in Schedule B;

- (p) **"parties"** means the Purchaser and the Vendor, collectively, and **"party"** means either one of them, unless otherwise specified;
- (q) **"Permitted Encumbrances"** has the meaning ascribed thereto in Schedule A to this Agreement;
- (r) **"person"** will be broadly interpreted and includes a natural person, the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind and any federal, provincial, municipal, regional, aboriginal, or other government;
- (s) **"Property"** has the meaning ascribed thereto in Recital A;
- (t) **"Property Tax Amount"** has the meaning ascribed thereto in Section 3.4;
- (u) **"Purchase Price"** means the sum of [0] of lawful money of Canada, excluding GST;
- (v) **"Purchaser's Closing Conditions"** has the meaning ascribed thereto in Section 6.2;
- (w) **"Purchaser's Legal Representative"** means the lawyer or notary public retained by the Purchaser before the Completion Date to complete on behalf of the Purchaser the transactions required by the Purchaser in accordance with the terms herein;
- (x) **"Unpaid Balance"** has the meaning ascribed thereto in Section 2.2;
- (y) **"Vendor's Closing Conditions"** has the meaning ascribed thereto in Section 6.1; and
- (z) **"Vendor's Solicitor"** means the City Solicitor, City of Coquitlam.

## 2. PURCHASE PRICE AND PAYMENT

- 2.1 The Purchaser hereby agrees to purchase the Property from the Vendor, subject to the Permitted Encumbrances, for the Purchase Price, on the terms and conditions set out in this Agreement.

- 2.2 The Purchaser will pay to the Vendor the Purchase Price, less the Deposit, which the parties acknowledge has been paid by the Purchaser to the Vendor, subject to the adjustments made pursuant to Sections 3.3 through 3.5, on the Completion Date as provided herein (the “**Unpaid Balance**”).
- 2.3 Each party will pay its own legal fees. The Purchaser will pay all registration charges payable in connection with registration of the Form A Transfer and any other document required under this Agreement to be registered concurrently with the Form A Transfer, including taxes imposed pursuant to the *Property Transfer Tax Act*.
- 2.4 The Purchase Price does not include any taxes payable in connection with the purchase and sale of the Property. The Purchaser will, in addition to the Purchase Price, pay and be responsible for all federal and provincial taxes payable in respect of the purchase and sale of the Property including, without limitation, GST and all other taxes and charges payable upon the transfer of the Property to the Purchaser. If any transaction contemplated in this Agreement constitutes a “taxable supply” for GST purposes, the Purchaser will, on the Completion Date, remit to the Vendor, as agent for His Majesty the King in right of Canada, the amount of GST exigible in respect of such transaction or, if the Purchaser is registered for GST purposes on the Completion Date, it may self-assess and will account directly to the Canada Revenue Agency therefor, provided that the Purchaser delivers to the Vendor a certificate and indemnity (the “**GST Certificate and Indemnity**”) signed by the Purchaser or, if the Purchaser is a corporate entity, an officer of the Purchaser, confirming the Purchaser’s GST registration number and the Purchaser’s registered status.
- 2.5 The Deposit will not accrue any interest to the Purchaser’s credit during the period in which the Deposit is held by the Vendor.
- 2.6 The Deposit will be dealt with as follows:
- (a) on the Completion Date, the Vendor will credit the Deposit towards the Purchase Price if the parties complete the purchase and sale of the Property on the Completion Date; or
  - (b) if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor is in default of its obligation to complete the sale of the Property in accordance with this Agreement, then the Vendor will return the Deposit to the Purchaser, as the Purchaser’s sole remedy and in full and final satisfaction of any and all claims by the Purchaser against the Vendor; or

- (c) if the Purchaser is in default of its obligation to complete the purchase of the Property hereunder, or if the Purchaser repudiates this Agreement, then the Deposit will be absolutely forfeited to the Vendor as liquidated damages, but without prejudice to any other rights or remedies of the Vendor whether at law or in equity, unless otherwise agreed by the Vendor at the option of the Vendor in its sole discretion.

### 3. COMPLETION, POSSESSION AND ADJUSTMENTS

- 3.1 The purchase and sale of the Property will take place at the offices of the Purchaser's Legal Representative on the Completion Date.
- 3.2 The Vendor will deliver to the Purchaser possession of the Property, free and clear of all encumbrances, except the Permitted Encumbrances, upon the delivery to the Vendor of the Unpaid Balance and any and all closing documents required to be so delivered in accordance with the provisions of Section 8.
- 3.3 Subject to and in accordance with Section 3.4, the Purchaser will, from and including the Adjustment Date, assume and will, on the Completion Date, pay to the Vendor in addition to the Purchase Price, the Purchaser's pro rata share, calculated per diem for the applicable calendar year, of taxes, rates, local improvements, assessments, and other charges applicable to the Property (the "**Property Tax Amount**") for the period from and including the Adjustment Date to the end of the calendar year, notwithstanding that the Property may have been previously exempt from assessment for municipal taxation.
- 3.4 If:
  - (a) the Property is not, on the Completion Date, assessed for municipal taxation, the Property Tax Amount will be estimated by the Vendor and will be the amount that is equal to the sum of: (a) the amount that is the Purchase Price multiplied by the tax rate set for the property class of the Property (as determined by the City of Coquitlam's collector of municipal taxes in its sole discretion as if the Property was eligible for taxation) and divided by 1,000; and (b) the sewerage parcel tax calculated in accordance with City of Coquitlam's sewer and drainage Bylaw No. 4429, 2015, as amended or replaced from time to time; provided that if the current year's tax rates have not yet been determined, the tax rates to be applied to item (a) above will be the previous year's tax rates plus fifteen percent (15%); and

- (b) if the Property is presently assessed for municipal taxation and the current year's municipal taxes have not yet been determined, the Property Tax Amount will be the amount, inclusive of the sewerage parcel tax, determined for the previous year plus five percent (5%).
- 3.5 All adjustments with respect to items that are normally adjusted between a vendor and purchaser on the sale of similar property, in addition to those already discussed in Sections 3.3 and 3.4, shall be made with respect to the Property as of the Adjustment Date so that the Vendor shall pay all expenses and receive all income, if any, related to the Property that are in respect of any time prior to the Adjustment Date and the Purchaser shall pay all expenses and receive all income, if any, related to the Property that are in respect of any time from and including the Adjustment Date.
- 3.6 The Purchaser and the Vendor hereby undertake to each other that any taxes, rates, local improvements, assessments, and other items hereunder to be adjusted that are not finally determined at the Completion Date and are based upon estimated amounts, will be readjusted promptly following the final determination of such amounts and in any event, no later than three (3) months following the end of the calendar year during which the transactions contemplated herein complete.

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

- 4.1 Following the acceptance by the Vendor of this Agreement, the Purchaser or its agents, may enter and inspect the Property for the purpose of undertaking all inspections and surveys including, without limitation, all soil testing, as the Purchaser may consider reasonably necessary; provided that notwithstanding the foregoing, the Purchaser agrees that it will only enter and inspect the Property on reasonable notice to the Vendor and in accordance with any written direction of the Vendor including, if requested by the Vendor, execution and delivery of an indemnity agreement in favour of the Vendor on the Vendor's standard form. The Purchaser will:
  - (a) not damage the Property and will forthwith restore and repair any damage or disturbance to the Property arising from any investigations undertaken by the Purchaser hereunder to the Property's prior condition;
  - (b) indemnify and save harmless the Vendor from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by the Vendor arising out of or in connection with the Purchaser's or its agents' actions pursuant to this Section 4.1; and

- (c) provide to the Vendor copies of all environmental, geotechnical, archaeological and building condition reports, if applicable, that the Purchaser commissions as part of its due diligence, and will obtain reliance letters in favour of the Vendor, from the authors of such reports.

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

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

4.3 The Purchaser acknowledges, covenants and agrees that:

- (a) the Vendor is making no representations or warranties whatsoever in respect of the Property, including in respect of:
  - (1) the condition of the Property (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Property and on or under any surrounding or neighbouring lands and the current and past uses of the Property and any surrounding or neighbouring lands;
  - (2) the fitness of the Property for any particular use, including the intended use of it by the Purchaser;
  - (3) the general condition and state of all utilities or other systems on or under or which will serve the Property;

- (4) the zoning of the Property and the bylaws of any governmental body that relate to the development, use and occupation of the Property;
  - (5) the application of any federal or provincial statute or law to the Property; and
  - (6) the economic feasibility of the development of the Property, and the Purchaser has conducted, or had the opportunity to conduct, an independent investigation as to all of the above matters.
- (b) it is purchasing the Property in an “as is, where is” condition and that the Purchaser has independently satisfied itself, or had the opportunity to independently satisfy itself, as to all matters relating to the Property prior to executing and delivering this Agreement to the Vendor for acceptance, including without limitation, the condition and suitability of the Property for the Purchaser’s purposes and intended uses, zoning of the Property and the environmental condition of the Property;
  - (c) it expressly waives, to the extent permitted by law, any requirement for the Vendor to obtain or provide the Purchaser with a “site profile” or any other environmental report for the Property pursuant to the provisions of the *Environmental Management Act*, S.B.C. 2003, c.53, as amended, or any regulation in respect thereof;
  - (d) any material or information about the Property that has been provided to the Purchaser by the Vendor for the purpose of this transaction has been provided as a courtesy only and the Vendor has made no representation or warranty concerning the accuracy, relevance, reliability or any other matter in relation to the material or information;
  - (e) the Vendor will have no liability for any errors or inaccuracies in the material or information provided as referred to in Section 4.3(d);
  - (f) it has reviewed and accepted copies of the Permitted Encumbrances;
  - (g) the Vendor is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser’s cost of servicing or developing the Property or to assist the Purchaser in obtaining any permits or approvals in connection with the Property; and



- (h) it is aware that this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.

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

- 5.1 The Vendor warrants and represents to the Purchaser, as warranties and representations that are true as at the date of execution hereof by the Vendor and will be true as at the Completion Date, that:
  - (a) it is a municipality duly incorporated and validly existing under the laws of British Columbia and has the power and authority to enter into and perform its obligations under this Agreement; and
  - (b) it is not a non-resident in Canada within the meaning of the *Income Tax Act* (Canada).
- 5.2 The Vendor will grant authorizations reasonably required by the Purchaser to authorize statutory authorities to release information confirming compliance with laws with respect to potential statutory liens.

## 6. **CLOSING CONDITIONS**

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

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

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

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

- 7.1** At the Purchaser's sole cost, the Purchaser will prepare and deliver the following closing documents for review by the Vendor, at least seven (7) Business Days prior to the Completion Date:
- (a) the Form A Transfer;
  - (b) the Option to Purchase;
  - (c) a vendor's statement of adjustments;
  - (d) if applicable, the GST Certificate and Indemnity, bearing the Purchaser's GST registration number;

- (e) a statutory declaration that the Purchaser is not a non-Canadian within the meaning of the Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada);
  - (f) if not yet terminated, an assumption agreement related to the License in the form attached thereto; and
  - (g) any other documents or assurances as either party may reasonably require in order to complete the purchase and sale of the Property in accordance with this Agreement.
- 7.2 Provided that the Purchaser has delivered to the Vendor copies of the closing documents described in Section 7.1 within the time frame set out therefor, on or before the Completion Date, the Vendor will deliver to the Purchaser the closing documents set out in Section 7.1 duly executed by the Vendor, not including any document for which the Vendor is not a party thereto, and each of which shall be in form and substance satisfactory to the parties and their respective solicitors or notaries, acting reasonably.
- 7.3 On or before the Completion Date, the Purchaser will deliver to the Vendor the closing documents set out in Section 7.1 duly executed by the Purchaser, not including any document for which the Purchaser is not a party thereto, and each of which shall be in form and substance satisfactory to the parties and their respective solicitors or notaries, acting reasonably.

## **8. CLOSING PROCEDURE**

- 8.1 On or before the Completion Date, the Purchaser will pay to the Purchaser's Legal Representative, in trust, the Unpaid Balance, less any amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.
- 8.2 Following receipt by the Purchaser's Legal Representative of the payment in Section 8.1 and the closing documents referred to in Sections 7.2 and 7.3, on the Completion Date the Purchaser will cause the Purchaser's Legal Representative to submit for registration in the Land Title Office the Form A Transfer, the Option to Purchase, and, if applicable, any security documents required by the Purchaser's lender in connection with any mortgage financing arranged by the Purchaser, and in the appropriate order such that, in due course, the Option to Purchase shall rank in priority to the items set out in Sections 8.3(e) and 8.3(f). The Purchaser's Legal Representative shall undertake to the Vendor that if the Unpaid Balance is not paid to the Vendor on the Completion Date, the Purchaser's Legal Representative shall, upon the written request of the Vendor, forthwith cause the application for registration

of the Form A Transfer and any other documents submitted by the Purchaser's Legal Representative to be withdrawn and cancelled.

8.3 Immediately following the submission for registration referred to in Section 8.2, receipt of the proceeds by the Purchaser's Legal Representative under any mortgage financing arranged by the Purchaser, if applicable, and the Purchaser's Legal Representative being satisfied as to the Purchaser's title after conducting a post filing for registration check of the title search for the Property disclosing only the following:

- (a) the existing title;
- (b) the Permitted Encumbrances;
- (c) the pending registration number assigned to the Form A Transfer;
- (d) the pending registration number assigned to the Option to Purchase;
- (e) the pending registration number for any security documents required in connection with any mortgage financing arranged by the Purchaser, if applicable; and
- (f) any other charges granted by the Purchaser,

the Purchaser will cause the Purchaser's Legal Representative to deliver to the Vendor a bank draft or the Purchaser's Legal Representative's certified trust cheque for the Unpaid Balance and the GST, if any, and to release the documents and items referred to in Section 7.2 to the Purchaser and concurrently therewith the Deposit, the documents referred to in Section 7.3 duly executed, and any other items required to be delivered to the Vendor on the Completion Date in accordance with the terms hereof, will be released to the Vendor. It is expressly understood and agreed that the Vendor shall be entitled to repay from the Purchase Price any financial charges registered against title to the Property on the Completion Date that do not constitute Permitted Encumbrances and to obtain and register a discharge of such charges within a reasonable time after the Completion Date on the usual undertakings from the Vendor's Solicitor, approved by the Purchaser's Legal Representative, acting reasonably.

If the Purchaser will be relying on a new mortgage to finance the Purchase Price, then the Purchaser, while still being required to pay the Unpaid Balance on the Completion Date, may submit the Form A Transfer for registration at the Land Title Office in advance of receipt of mortgage proceeds provided that the Purchaser's Legal Representative have received confirmation that the Purchaser has fulfilled all its lender's conditions for the advance of mortgage

proceeds, except for the submission of the mortgage security documentation for registration at the Land Title Office, and that the Purchaser's Legal Representative have provided an undertaking to the Vendor's Solicitor to pay the Unpaid Balance on the Completion Date upon the Purchaser's Legal Representative's receipt of mortgage proceeds and a satisfactory post-index search as contemplated in this section.

- 8.4 It is a condition of this Agreement that all requirements of this Section 8 are deemed to be concurrent requirements and it is agreed that nothing will be finalized at the Completion Date until everything required to be paid, executed and delivered on the Completion Date has been so paid, executed and delivered.

## 9. MISCELLANEOUS AND INTERPRETATION

- 9.1 **Business Day.** Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made, or action is to be taken, on the next Business Day.
- 9.2 **Commission.** Any real estate or brokerage commission payable in respect of the transaction contemplated in this Agreement shall be the sole responsibility of the Purchaser and the Purchaser shall indemnify and save the Vendor harmless in respect of any loss incurred by the Vendor in relation to such commissions.
- 9.3 **Risk.** The Property will be at the risk of the Vendor until delivery to the Vendor of the Unpaid Balance and any and all closing documents required to be delivered in accordance with the provisions of Section 8 and thereafter at the risk of the Purchaser.
- 9.4 **Non-Derogation.** Nothing contained or implied herein will derogate from, prejudice or affect the Vendor's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act*, or any other act of the Province of British Columbia as amended from time to time and the rights, powers, duties and obligations of the Vendor under all public and private statutes, bylaws, orders and regulations, all of which may be, if the Vendor so elects, as fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered.
- 9.5 **Non-Merger.** No warranty, representation, acknowledgment, covenant or agreement contained in this Agreement will be merged in the transfer or

conveyance of the Property but will survive the closing on the Completion Date.

- 9.6 **Entirety.** This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Property and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no representations, warranties, covenants or agreements, express, implied, statutory, collateral or otherwise, save as expressly set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.
- 9.7 **Time.** Time will be of the essence of this Agreement and notwithstanding the extension of any of the dates under this Agreement.
- 9.8 **Interpretation.** In this Agreement words signifying a male person include a female person and words signifying a female person include a male person, and either word includes a corporation, and vice versa, and words signifying the singular include the plural, and words in the plural include the singular. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement unless otherwise specified.
- 9.9 **Currency.** All dollar amounts referred to in this Agreement are Canadian dollars.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties will submit to the jurisdiction of British Columbia with respect to any dispute relating to this Agreement.
- 9.11 **Assignment.** Neither this Agreement nor any rights or liberties granted hereunder will be assigned by the Purchaser without the prior written consent of the Vendor, which consent the Vendor, in its sole discretion, may withhold, and provided that any such assignment shall not have the effect of relieving the Purchaser of its obligations under this Agreement. Notwithstanding the foregoing, this Agreement and the rights and liberties granted hereunder may be assigned by the Purchaser, on written notice to the Vendor, to an Affiliate of the Purchaser including, without limitation, a

partnership or limited partnership where the Purchaser (or Affiliate of the Purchaser) is a partner.

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

to the Vendor at:

City of Coquitlam  
 3000 Guildford Way  
 Coquitlam, B.C. V3B 7N2  
**ATTENTION: Manager Real Estate**  
 Email: realestate@coquitlam.ca  
 Fax: (604) 927-3015

with a copy to:

Vendor's Solicitor

3000 Guildford Way  
 Coquitlam, B.C. V3B 7N2  
**ATTENTION:** Renata Isenor  
 Email: risenor@coquitlam.ca  
 Fax: (604) 927-3445

to the Purchaser at:

☐

with a copy to:

☐

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

- 9.16 **Independent Legal Advice.** The Purchaser agrees that it has read and understands the terms and conditions of this Agreement and that it has had the opportunity to seek, and was not prevented or discouraged by the Vendor from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.
- 9.17 **No Fiduciary Relationship.** Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the Vendor a partner, agent or legal representative of the Purchaser in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the



Purchaser, or to create any fiduciary relationship between the Vendor and the Purchaser.

- 9.18 **Counterparts and Delivery.** This Agreement may be executed by the parties in counterparts and delivered by electronic means and, if so executed and delivered, any and all counterparts will together constitute one and the same instrument and this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

## **10. BINDING EFFECT**

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

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

**IN WITNESS WHEREOF** the Purchaser has executed this Agreement on the \_\_\_\_ day of [◇], 202[◇].

**[•If Individual Purchaser]**

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

*Address:*

\_\_\_\_\_  
[◇]

**[•If Corporate Purchaser]**

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

Per:

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

Title:

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

Title:

**VENDOR'S ACCEPTANCE**

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

**DATED** this \_\_\_\_ day of [◇], 202[◇].

**CITY OF COQUITLAM**

Per:

---

Michelle Hunt  
Deputy Chief Administrative Officer

## SCHEDULE A

### PERMITTED ENCUMBRANCES

**"Permitted Encumbrances"** means collectively:

- (a) all statutory exceptions and reservation to title, including those set out in Sections 23 and 108 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and Sections 50 and 55 to 58, inclusive, of the *Land Act*, R.S.B.C. 1996, c. 245;
- (b) registered or pending restrictive covenants, rights-of-way, and any other charges in favour of utilities and public authorities;
- (c) the Option to Purchase and any Notice of Interest, *Builders Lien Act*, filed by or on behalf of the Vendor in respect of its interest under the Option to Purchase;
- (d) without limiting the generality of the foregoing:

#### Legal Notations

- (1) Notice of Interest, Builders Lien Act (S.3(2)), see CB406160  
Filed 2022-12-23;

#### Charges, Liens and Interests

- (2) Undersurface and other exc & res BV203016;
- (3) Undersurface and other exc & res BV252222;
- (4) Undersurface and other exc & res BB4029969;
- (5) Undersurface and other exc & res BB4029970;
- (6) Undersurface and other exc & res CA4303736;
- (7) Undersurface and other exc & res LB560546;
- (8) Statutory Right of Way CB406158;
- (9) Covenant CB406159;
- (10) Easement CB1911018; and
- (11) Covenant CB1911019.

## SCHEDULE B

### FORM OF OPTION TO PURCHASE

#### EXPRESS PART 2 TERMS

#### OPTION TO PURCHASE

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

BETWEEN:



(the "**Owner**")

AND:

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

(the "**City**")

WHEREAS:

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

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

- 1. In this Agreement:
  - (a) "**Building**" means any structure which is used or intended for supporting or sheltering any use or occupancy, whether fixed to, supported by, or sunk into land or water, but does not include tanks,

retaining walls, pools, plumbing systems, landscaping, fences, or paving;

- (b) **"Building Bylaw"** means The City of Coquitlam Building Bylaw No. 3598, as amended, restated or replaced from time to time;
- (c) **"Building Permit"** means "building permit" as such term is defined in the Building Bylaw, but shall not include a permit to construct a "temporary building" as defined in the Building Bylaw;
- (d) **"Business Day"** means any day which is not a Saturday, a Sunday, a statutory holiday in Vancouver, British Columbia, or a day on which the Land Title Office or the City is closed for business;
- (e) **"Completion Date"** has the meaning ascribed thereto in Section 10 hereof;
- (f) **"Contaminants"** means any explosives, radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under any Environmental Laws;
- (g) **"Environmental Laws"** means any laws, regulations, bylaws or other lawful requirements relating, in whole or in part, to the environment, occupational health or safety, product liability, public health, public safety and transportation of dangerous goods, of any governmental authority having jurisdiction over the Lands;
- (h) **"Final Building Permit"** means the final Building Permit issued by the City of Coquitlam in respect of a Building and pursuant to which Work may be carried out in order to complete the Building or portion thereof and render it ready for occupancy;
- (i) **"GST"** means goods and services tax payable under the *Excise Tax Act* (Canada) or any successor tax, including harmonized sales tax;
- (j) **"Land Title Office"** means the New Westminster Land Title Office;
- (k) **"Lands"** has the meaning ascribed thereto in the Recitals hereto;
- (l) **"Notice"** has the meaning ascribed thereto in Section 3 hereof;

- (m) **"Option"** has the meaning ascribed thereto in Section 2 hereof;
  - (n) **"Outside Offer Notice"** has the meaning ascribed thereto in Section 5 hereof;
  - (o) **"Parcel"** has the meaning ascribed thereto in Section 8 hereof;
  - (p) **"Permitted Encumbrances"** has the meaning ascribed thereto in Appendix A to this Option to Purchase;
  - (q) **"Purchase Price"** has the meaning ascribed thereto in Section 7 hereof;
  - (r) **"Registration Date"** means the date of registration of this Option against title to the Lands as indicated on the certificate of title for the Lands;
  - (s) **"Substantially Started"** means that construction activities are initiated in a tangible and meaningful way, including visible or substantive physical activity related to the construction;
  - (t) **"Successfully Commenced"** means the point at which the foundation of a Building has been completed (and so certified by an engineer of record) and construction of the superstructure may be commenced;
  - (u) **"Term"** means the period commencing on the Registration Date and ending on the date that is five (5) years from the Registration Date;
  - (v) **"Transfer"** has the meaning ascribed thereto in Section 17(a) hereof; and
  - (w) **"Work"** means "work" as such term is defined in the Building Bylaw.
2. In consideration of the payment of the total sum of \$10.00, the receipt of which is hereby acknowledged by the Owner, the Owner hereby grants to the City the sole, irrevocable and exclusive option, for exercise by the City, to purchase the Lands (the **"Option"**).
  3. The City may exercise the Option at any time by delivering to the Owner written notice of the exercise of the Option (the **"Notice"**) provided that one or more of the following applies:
    - (a) within thirty (30) months of the Registration Date, or such longer period as may be permitted pursuant to this Section 3, the Owner has not been issued a Final Building Permit in relation to all of the Lands,

including all proposed development phases thereof, other than as a result of a delay occasioned solely due to the actions of the City; or

(b) within sixty (60) days from the date on which the Building Permit was issued:

- i. the Owner has not mobilized the site nor Substantially Started disturbance of soils and site works associated with clearing, grading or excavating activities; or
- ii. where there is no clearing, grading, or excavating required, the Owner has not mobilized the site nor Substantially Started construction of the improvements forming part of the Work,

other than as a result of a delay occasioned through no fault (both direct and indirect) of the Owner, which may include delays caused by unfavourable weather, strikes, fires, shortages of material and/or labor, acts of God or other causes beyond the reasonable control of the Owner; or

(c) any Work to be done pursuant to a Building Permit in relation to the Lands has been discontinued or suspended for a period of more than sixty (60) days, other than as a result of a delay occasioned through no fault (both direct and indirect) of the Owner, which may include delays caused by unfavourable weather, strikes, fires, shortages of material and/or labor, acts of God or other causes beyond the reasonable control of the Owner; or

(d) any Building Permit in relation to the Lands has been suspended or revoked by the City of Coquitlam in accordance with the Building Bylaw; or

(e) the City has received from the Owner an Outside Offer Notice.

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

If the Owner is proceeding diligently and is using best commercial efforts to obtain a Final Building Permit, the City may, upon the Owner's written request, consent to an extension of the time limit specified in Section 3(a), which consent may be unreasonably withheld.



4. During the Term, the Owner will not sell, transfer, or otherwise convey or offer to sell, transfer or otherwise convey any interest in the Lands, or any part thereof, except in accordance with, and to the extent permitted by, the terms of this Agreement.
5. If, at any time and from time to time during the Term, the Owner receives, from a prospective purchaser other than the City, an offer to purchase any interest in the Lands, or part thereof, including a beneficial interest thereof, that the Owner is willing to accept, then the Owner will deliver written notice (the **"Outside Offer Notice"**) immediately to the City that the Owner has received such offer. If the Owner does not receive a Notice from the City exercising its Option within 30 Business Days from the date of delivery to the City of the Outside Offer Notice, then the Owner may complete the sale with the prospective purchaser and this Agreement will survive and continue in full force and effect.
6. If the Option is not exercised by 5:00p.m. on the date of expiry of the Term, this Agreement will be null and void and no longer binding upon the parties except that:
  - (a) the City shall execute and deliver to the Owner a registrable discharge of the Option; and
  - (b) the Owner shall deliver to the City an administrative fee in respect of the discharge of the Option, as prescribed by City of Coquitlam Fees and Charges Bylaw No. 5421, 2024, as amended, restated or replaced from time to time.
7. The purchase price for the Lands will be the sum of  $\diamond$  (\$ $\diamond$ ) (the **"Purchase Price"**), not including GST, and subject to the adjustments made pursuant to Section 15 hereof.
8. If during the Term, the Owner subdivides the Lands to create one or more parcels in fee simple (each, a **"Parcel"**) and in respect of each such Parcel, the Owner:
  - (a) has Successfully Commenced the Work to be done pursuant to a Building Permit in relation to every Building located on that portion of the Lands comprising such Parcel; and
  - (b) is not otherwise in breach of this Agreement,

the City shall execute and deliver to the Owner a registrable discharge of the Option from title to such Parcel, provided that:

- (c) the City has no obligation to execute such discharge until a written request therefor from the Owner is received by the City, which request includes the registrable form of discharge;
- (d) the City has a reasonable time within which to execute such discharge and return the same to Owner for registration; and
- (e) the Owner has delivered to the City an administrative fee in respect of such discharge, as prescribed by the City of Coquitlam Fees and Charges Bylaw No. 5421, 2024, as amended, restated or replaced from time to time,

and upon the full discharge of such Option, the Purchase Price under section 7 *mutatis mutandis* will be adjusted based on the area ratio of the remaining portion of the Lands after subdivision and the area of the Lands, calculated as follows:

$$\text{Adjusted Purchase Price} = \frac{(\text{Area of Lands} - \text{Area of Parcel})}{(\text{Area of Lands})} \times \text{Purchase Price}$$

9. This Agreement shall not be assigned by the City without the prior, written consent of the Owner, which consent the Owner, in its sole discretion, may withhold.
10. The completion date (the “**Completion Date**”) for the purchase and sale of the Lands shall be the date that is thirty (30) days after the date of delivery of the Notice unless such date falls on a day that is not a Business Day, in which case the Completion Date will be the next following Business Day.
11. The Owner covenants and agrees that it will, from and after the date of this Agreement to the Completion Date:
  - (a) take all reasonable care to protect and safeguard the Lands and operate and otherwise deal with the Lands as a careful and prudent owner would do and in such a manner that, except as contemplated in this Agreement, the warranties and representations in Section 12 hereof remain true and correct;
  - (b) maintain in full force and effect insurance coverage in respect of the Lands against such risks and to such limits as are in accordance with prudent business practice and suitable to the Lands;
  - (c) observe and perform all of its obligations under the Permitted Encumbrances and diligently enforce all of its rights and remedies under the Permitted Encumbrances; and

- (d) forthwith advise the City in writing upon the Owner becoming aware that any of the representations and warranties of the Owner set out in Section 12 hereof is inaccurate or incomplete in any material respect.
12. Regardless of any independent investigation that the City may cause to be made, the Owner represents and warrants to the City, as representations and warranties that are true as at the date of execution hereof by the Owner and will be true as at the Completion Date, and acknowledges that the City has relied thereon in entering into this Agreement and in concluding the purchase and sale of the Lands, that:
- (a) The Owner is a corporation duly incorporated and validly existing under the laws of British Columbia, is in good standing under the laws of British Columbia with respect to the filing of annual reports required to maintain its corporate existence, and has the power and capacity to own and dispose of the Lands, and to enter into and to carry out the transactions contemplated in this Agreement, all of which has been, or by the Completion Date shall have been, duly authorized;
  - (b) The Owner is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (c) The Owner is the registered and beneficial owner of a fee simple interest in the Lands, free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances and any financial encumbrances to be discharged in accordance with Section 20(b) hereof.
  - (d) Except as otherwise disclosed to the City in writing, to the Owner's knowledge, there are no claims, actions or proceedings which are pending or threatened that would interfere with the use, occupation and enjoyment of the Lands by the City or which could affect the City's right to own, occupy and obtain revenue from the Lands or with respect to the Owner, which if decided adversely, could materially affect the ability of the Owner to comply with its obligations hereunder;
  - (e) All municipal taxes, local improvement taxes, rates, levies and assessments whatsoever due and owing with respect to the Lands for the current calendar year and all preceding calendar years have been, or shall on the Completion Date be paid in full and, except as otherwise disclosed to the City in writing, no appeals of assessments or such taxes have been made by the Owner and are outstanding;

- (f) The sale of the Lands as contemplated in this Agreement does not constitute a sale by the Owner of the whole or substantially the whole of its undertaking;
- (g) The Owner has not received any work order, deficiency notice or other written notice from any authority, board of fire insurance underwriters, or anyone else, advising of any breach of any law, by-law, code, regulation, standard or agreement or suggesting any repair or work is necessary to the Lands or any part thereof;
- (h) The Owner has not received any notice and has no knowledge of any proposed expropriation of all or any part of the Lands;
- (i) To the Owner's knowledge, there is no indebtedness, agreement, lease or other outstanding obligation of the Owner which might by operation of law or otherwise survive the closing and constitute a registered or unregistered lien, charge or encumbrance against the Lands;
- (j) The Owner is not aware of any document, material, report, information, proceeding, claim or other matter pertaining to the Lands and the presence of Contaminants on the Lands which are relevant to or which might impact on the use or proposed use of the Lands;
- (k) The Owner has not received any notice indicating that the Lands and the uses on the Lands do not comply with, or that the Owner is in violation of, any Environmental Laws and is not aware of any grounds which may give rise to the issuance of such a notice;
- (l) There are no existing order or other similar requirements made by governmental authorities regarding the environmental condition of the Lands;
- (m) Neither the Owner nor, to the best of the Owner's knowledge, any predecessor in title to the Lands has at any time, stored or permitted to be stored, any Contaminants in, upon or under the Lands, and has not treated, emitted, disposed, discharged or permitted the treatment, emission, disposal or discharge of any Contaminants in, from, upon or under the Lands;
- (n) The Owner has not used, and is not aware of any predecessor in title to the Lands having used, the Lands as a landfill or site for disposal for waste or Contaminants;

- (o) To the best of the Owner's knowledge after due inquiry, the Lands and the use or proposed use of the Lands are in compliance with Environmental Laws in all material respects; and
- (p) To the best of the Owner's knowledge after due inquiry, the Lands are free from the presence of all Contaminants.

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

13. The City's obligation to complete the purchase of the Lands contemplated by this Agreement is subject to the fulfilment of the following conditions, each of which is for the sole benefit of the City:
  - (a) the representations and warranties of the Owner contained in Section 12 hereof will be true on and as of the Completion Date in all material respects with the same effect as though such representations and warranties had been made on and as of the Completion Date; and
  - (b) all of the covenants and agreements of the Owner to be observed and performed, and all of the documents to be delivered by the Owner to the City on or before the Completion Date pursuant to the terms of this Agreement, have been duly observed, performed and delivered in all material respects.

If the condition(s) set out in this Section 13 have not been satisfied by the times therein specified, the City may waive fulfilment thereof, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the purchase of the Lands or elect not to complete.

14. In consideration of the payment of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Owner acknowledges and agrees that although the City's obligation to complete the sale and purchase contemplated hereby is subject to fulfilment of the conditions set out in Section 13 hereof:
  - (a) those conditions are not conditions to there being a binding agreement of purchase and sale between the parties respecting the Lands; and

- (b) this Agreement is not void, voidable, revocable or, otherwise capable of being terminated by the Owner on account of the existence of those conditions.
- 15. The Owner will be responsible for all taxes, rates, assessments and other charges and expenses, and will be entitled to receive all income relating to the Lands, until the Completion Date and the City will be responsible for all taxes, rates, assessments and other charges and expenses, and will be entitled to receive all income relating to the Lands, from and including the Completion Date. All adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Completion Date.
- 16. The City will, in addition to the Purchase Price, pay and be responsible for the GST payable in respect of this purchase and sale transaction in accordance with the Excise Tax Act (Canada). If the City is registered for GST purposes on the Completion Date, it may self-assess and will account directly to Canada Revenue Agency therefor, provided that the City delivers to the Owner a GST certificate confirming the City's GST registration number and the City's registered status, as provided in Section 19 hereof.
- 17. The City will prepare, to the extent that preparation is required, and deliver to the Owner or its solicitor or notary public, at least three (3) days prior to the Completion Date, the following closing documents:
  - (a) a registrable Form A Freehold Transfer respecting the Lands transferring fee simple title to the City (the "**Transfer**");
  - (b) a statutory declaration of an authorized officer of the Owner that the Owner is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (c) a vendor's statement of adjustments; and
  - (d) any other documents, acts, things or assurances as may be necessary, in the opinion of the City, acting reasonably, in order to complete the purchase and sale of the Lands in accordance with this Agreement.
- 18. On or before the Completion Date, the Owner will deliver or cause its solicitor or notary public to deliver to the City the closing documents set out in Section 17 hereof, duly executed by the Owner.
- 19. On or before the Completion Date, the City will duly execute and deliver to the Owner or its solicitors a GST certificate in form satisfactory to the Owner's and City's respective solicitors, acting reasonably.

20. The conveyance of the Lands by the Owner to the City will be completed in accordance with the following procedure:
- (a) after receipt of the documents referred to in Section 17 hereof, the City will submit for registration the Transfer in the Land Title Office on the Completion Date; and
  - (b) forthwith following the submission referred to in Section 20(a) hereof and upon the City being satisfied after receiving a post-filing index search indicating that, in the normal course of Land Title Office routine, title to the Lands shall be issued in the name of the City, free and clear of all liens, claims, charges, encumbrances and rights of occupancy, other than the Permitted Encumbrances, and any encumbrances being discharged on the basis of undertakings acceptable to the Owner's solicitor or notary public and the City, each acting reasonably, the City will deliver to the Owner or its solicitor or notary public a cheque for the Purchase Price, adjusted pursuant to Section 15 hereof.
21. The Owner shall be entitled to repay any financial encumbrances that are being discharged on the basis of undertakings from the sale proceeds and to obtain and register a discharge of those encumbrances within a reasonable time after the Completion Date.
22. All requirements in connection with the conveyance of the Lands are deemed to be concurrent requirements and it is specifically agreed that nothing will be completed on the Completion Date until everything required to be done on the Completion Date has been paid, executed and delivered.
23. The City will have vacant possession of the Lands immediately upon completion of the purchase and sale of the Lands.
24. The Lands shall be at the risk of the Owner until completion of the purchase and sale of the Lands and at the risk of the City thereafter.
25. If the Lands are further subdivided, then this Agreement and the Option herein granted will continue to run with and bind the subdivided parcel or parcels thereof as if each such subdivided parcel or parcels were the original Lands contemplated herein.
26. Time shall be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates under this Agreement.
27. If the date for delivering any demand or notice or performing any act pursuant to this Agreement, including, without limitation, delivering notice to

exercise the Option and completing the purchase and sale of the Lands, occurs on a day that is not a Business Day, then such date will be deemed to be extended to the next following Business Day.

28. All notices, documents or communications required or permitted to be given under this Agreement must be in writing and be delivered by hand, courier, email or facsimile to the party to whom it is to be given as follows:

(a) to the Owner at the address of the Owner, or its successor in title, as set forth in the Certificate of Title for the Lands; and

(b) to the City at:

City of Coquitlam  
3000 Guildford Way  
Coquitlam, B.C. V3B 7N2  
**ATTENTION: Manager Real Estate**

with a copy to:

City Corporate Officer  
3000 Guildford Way  
Coquitlam, B.C. V3B 7N2

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

29. The Owner agrees that it has read and understands the terms and conditions of this Agreement and that it has had the opportunity to seek, and was not prevented or discouraged by the City from seeking, any independent legal advice which it considered necessary before the execution and delivery of this



Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.

30. This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
31. This Agreement and the agreements, instruments and other documents entered into under this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms conditions, representations or collateral agreements, express or implied, other than those contained in this Agreement.
32. Each party will pay its own legal fees. The City will be responsible for all registration fees and property transfer tax payable in connection with the registration of the Transfer and the Owner will be responsible for all fees, costs and expenses related to the discharge of encumbrances that are not Permitted Encumbrances.
33. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver or its solicitor.
34. The tender of money shall be made by cheque, bank draft or solicitor's or notary's trust cheque and tender of money or documents may be made upon the respective solicitor or notary public for the parties.
35. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws in force in British Columbia and the laws of Canada applicable therein.
36. The parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents as may be necessary for the purpose of giving effect to the intent of this Agreement.

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

**IN WITNESS WHEREOF** the parties have executed this Agreement by executing the "Form C – General Instrument – Part 1" attached hereto and forming part of this Agreement.

## APPENDIX A

### PERMITTED ENCUMBRANCES

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

- (i) all statutory exceptions and reservation to title, including those set out in Sections 23 and 108 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and Sections 50 and 55 to 58, inclusive, of the *Land Act*, R.S.B.C. 1996, c. 245;
- (ii) registered or pending restrictive covenants, rights-of-way and other charges in favour of utilities and public authorities;
- (iii) this Option to Purchase and any Notice of Interest *Builders Lien Act* filed by or on behalf of the City in respect of its interest under this Option to Purchase;
- (iv) any other legal notations or encumbrances in favour of the City of Coquitlam;
- (v) without limiting the generality of the foregoing, the following legal notations:
  - i. Notice of Interest, Builders Lien Act (S.3(2)), see CB406160 Filed 2022-12-23;
- (vi) without limiting the generality of the foregoing, the following charges, liens and interests:
  - i. Undersurface and other exc & res BV203016;
  - ii. Undersurface and other exc & res BV252222;
  - iii. Undersurface and other exc & res BB4029969;
  - iv. Undersurface and other exc & res BB4029970;
  - v. Undersurface and other exc & res CA4303736;
  - vi. Undersurface and other exc & res LB560546;
  - vii. Statutory Right of Way CB406158;
  - viii. Covenant CB406159;
  - ix. Easement CB1911018; and
  - x. Covenant CB1911019.

**SCHEDULE C**

**LICENSE AGREEMENT**

(see pages immediately following)

## **LICENSE AGREEMENT**

THIS AGREEMENT is dated the 1 day of April, 2025 (the “**Effective Date**”)

BETWEEN:

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

(in its capacity as landowner of the Lands, the “**Owner**”)

AND:

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

(in its capacity as landowner of the Licensee’s Lands, the “**Licensee**”)

**WHEREAS:**

- A. The Owner is the registered owner of the lands having a civic address of 3596 Innes  
Crt, Coquitlam, B.C., legally known and described as:

PID: 031-869-173

Lot 4 Sections 17 and 18 Township 40 District Lot 8248 Group 1 New  
Westminster District Plan EPP116738

(the “**Lands**”);

- B. The Licensee is the owner of the lands legally known and described as:

PID: 028-843-991

Lot 1 Section 17 Township 40 New Westminster District Plan BCP50410  
Except Plan EPP76278, EPP76279 and EPP116738;

PID: 030-334-233

Lot A District Lot 8248 Group 1 New Westminster District Plan EPP74348  
Except Plans EPP76279, EPP103755 And EPP116738; and

PID: 030-520-401

Lot 6 Section 18 Township 40 New Westminster District Plan EPP76279  
Except Plan EPP116738

(collectively the “**Licensee’s Lands**”)

- C. The Licensee intends to develop the Licensee's Lands, and requires a license over a portion of the Lands for the Licensee's on-site servicing works, including but not limited to excavation and earth works, construction of retaining walls and services, temporary installation of erosion and sediment control, and installation and construction of certain other works and services (together, the "**Works**") in accordance with the plans attached as Schedule A; and
- D. The Licensee has requested that the Owner grant the Licensee a license, on the terms and conditions set out in this Agreement, to use the portion of the Lands outlined in bold on the plan attached as Schedule B (the "**License Area**").

**THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements hereinafter reserved and contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the Licensee, the Owner and the Licensee covenant and agree with each other as follows:

## **1. GRANT OF LICENSE**

Subject always to the terms and conditions of this Agreement, the Owner, to the extent it has legal authority to do so but not otherwise, hereby grants to the Licensee, for the Licensee itself and for its officials, officers, employees, and agents and its consultants, sub-consultants, contractors, and subcontractors and each of their officials, officers, employees, agents, sub-consultants, and sub-contractors, a non-exclusive license to use the License Area for the Purpose (defined below).

## **2. PURPOSE**

During the Term, the Licensee may use the License Area solely for the following purposes:

- (a) to remove trees and shrubs from the License Area, as necessary for the Works;
- (b) access for excavation and earth works on the Licensee's Lands;
- (c) access for construction of the retaining wall(s) on the Licensee's Lands;
- (d) access for installation of the works and services to the Licensee's Lands;
- (e) to place clean gravel and road crush on and over the License Area for the purposes of levelling the License Area and for the purposes of access on and over the License Area (the "**Gravel Fill**");
- (f) to place, operate and maintain the License Area, any erosion sediment control equipment and materials that are required by the Licensee in

connection with the development of the Licensee's Lands, including, without limitation, a temporary sediment trap and any detention and storage tanks required in connection therewith (collectively, the "**ESC Equipment**"); and

- (g) to do all acts which, in the Licensee's sole opinion, are necessary and incidental to the use of the License Area for the purposes set out in this Agreement,

(collectively, the "**Purpose**"),

provided that the Licensee may not allow any workers, equipment, materials or debris to occupy any part of the Lands, including the airspace above the Lands, other than the License Area.

### **3. TERM**

The term of this Agreement (the "**Term**") will commence and be effective on the Effective Date and will expire on the earlier of the date that is:

- (a) the date that the Licensee has completed the Works; and
- (b) twelve (12) months from the Effective Date,

subject to earlier termination as set out in this Agreement. Notwithstanding the foregoing, the Licensee may use the License Area for the Purpose outside of those dates stated in this section where it has received prior written permission from the Owner.

### **LICENSE FEE**

The Licensee will pay a fee to the Owner in the amount of \$10.00 for the License granted.

### **4. NOTICE**

Notwithstanding the grant of license over the Lands under Section 1 of this Agreement, the Licensee will not exercise, nor permit the exercise of, the license without providing the Owner with thirty (30) days prior written notice.

### **5. ASSESSMENT**

Prior to the commencement of the Work, representatives of the Owner and the Licensee will assess the Lands, including the License Area, during a site visit to determine the existing condition of the Lands, including all trees on the Lands, and authorized signatories of the Owner and the Licensee will sign photographs documenting the condition of the Lands.

## **6. RESTORATION**

Prior to the end of the Term of this Agreement the Licensee will, to the satisfaction of the Owner acting reasonably, remove all construction materials and debris and restore the Lands and License Area to the condition existing immediately prior to the commencement of the Term, including removal of the Gravel Fill and the ESC Equipment from the License Area.

## **7. USE**

The Licensee will use the License Area for the Purpose and for no other purpose whatsoever.

## **8. RESTRICTIONS ON HOURS OF OPERATION**

The Licensee will only exercise its rights under this Agreement on the days and times permitted by the applicable laws, regulations and by-laws.

## **9. REGULATIONS AND BY-LAWS**

The Licensee will, at its own expense, comply with and abide by all applicable laws, by-laws, and lawful orders that concern the License Area and the Lands.

## **10. INSURANCE**

The Licensee will obtain and maintain during the period of time the Licensee undertakes, performs or completes the Work:

- (a) general liability insurance with limits of not less than five million dollars (\$5,000,000), per occurrence, against public liability claims for bodily injury, death, and property damage (including loss of use) arising from the Licensee's use and occupancy of the Lands and from any occurrence or accident on the Lands. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Licensee under this License Agreement. The policy will also contain a cross liability or severability of interests clause and will name the Licensee, the Owner, and the Licensee's and the Owner's officials, officers, employees, and agents as additional insureds with respect to third party claims arising out of the Licensee's operations pursuant to this License Agreement; and
- (b) contractor's pollution liability, either as an extension of the general liability insurance described in Section 10(a) or as separate coverage, of not less than two million dollars (\$2,000,000);

and the Licensee will, on request, provide the Owner with satisfactory proof of such coverage prior to commencement of the Work. The Licensee will ensure that the insurance set out above:



- (c) is primary and non-contributing with respect to any policy or self-insured fund otherwise held or established on behalf of the Owner;
- (d) is written on a form acceptable to the Owner and with insurers licensed to do business in the Province of British Columbia and acceptable to the Owner;
- (e) will contain a clause requiring that the insurers provide to the Owner a minimum of thirty (30) days' prior written notice of any cancellation (except for cancellation resulting from non-payment of premiums, in which case applicable statutory provisions will apply); and
- (f) all premiums and deductibles required under said policies will be paid by the Licensee to the insurers and proof of such payment will, on request, be submitted to the Owner.

In addition to the notification obligations of the insurers required by Section 11(e), the Licensee will provide to the Owner a minimum of thirty (30) days' prior written notice of any cancellation, lapse, or material change resulting in reduction of coverage, either in whole or in part, in respect of any of the policies of insurance that are referred to in this Section 10.

#### **11. NO COMPENSATION**

The Owner shall not be required to compensate the Licensee for its undertaking, completing or performing the Work, nor will the Licensee be entitled for a claim of unjust enrichment against the Owner.

#### **12. ASSIGNMENT BY LICENSEE**

The rights granted to the Licensee hereby are personal to the Licensee and the Licensee may not assign, license, sub-license, part with, mortgage, encumber, or otherwise transfer these rights without the prior written consent of the Owner, which consent may not be unreasonably or arbitrarily withheld, except that the Owner hereby acknowledges and agrees that the Licensee may engage a contractor to perform the Work and may sublicense to that contractor and its subcontractors the rights and obligations granted hereunder, which will not relieve the Licensee of any obligations to the Owner under this Agreement.

#### **13. ASSIGNMENT BY OWNER**

This Agreement may only be assigned by the Owner in the event that the Owner sells, transfers or otherwise disposes the Lands, or any portion thereof, including without limitation, parcels created by subdivision (including subdivision by strata plan), the Owner will assign this Agreement to the new owner(s) effective the completion date of such transaction by causing any assignee to enter into an assumption agreement in substantially the same form as attached hereto as Schedule C of this Agreement. The Owner will deliver to the Licensee an originally and fully executed copy of the assumption agreement referred

to in this Section 13. Notwithstanding the foregoing, the Owner shall not be required to assign this Agreement in the event that the License Area is not located within the parcels of lands being sold, transferred or otherwise disposed.

#### **14. LICENSE AREA LICENSED "AS IS"**

The Licensee acknowledges that the Owner has made no representations or warranties as to the state of repair of the License Area or the Lands, the safety of the License Area or the Lands, the location of any utilities or Owner works thereon, the stability or state of the soil thereon, or the suitability of the License Area or the Lands for any business, activity, or purpose whatsoever. The Owner will not be obliged to furnish any services or facilities or to make repairs or alterations in or to the License Area.

#### **15. UTILITY SERVICES**

Prior to conducting any Work, the Licensee will contact any applicable utility companies or municipal officials to identify any underground utility locations located on or adjacent to the License Area. The Licensee will not damage or affect any utilities located on or adjacent to the License Area. The Licensee will pay for or cause to be paid when due all charges for any gas, electricity, light, heat, power, water, and other utilities and services used in or supplied to the License Area and improvements thereon throughout the Term. The Licensee will indemnify and to keep indemnified the Owner from and against payment of all losses, costs, charges, and expenses occasioned by or arising from the Licensee's use of the License Area.

#### **16. MISCELLANEOUS COVENANTS OF THE LICENSEE**

During the Term, the Licensee will, at the Licensee's cost:

- (a) keep License Area in good order and condition;
- (b) not commit or suffer or permit any waste on, spoilage of, destruction to, or injury to the Lands, the License Area, or any part thereof and will not use or occupy or permit to be used or occupied the Lands or the License Area or any part thereof for any unlawful purpose or for anything that is or may become a nuisance or an annoyance to any owner or occupiers of land adjoining the Lands, provided that any lawful activity within the scope of the Purpose and otherwise permitted under this Agreement shall be deemed not to constitute such a nuisance or annoyance;
- (c) assume responsibility for the maintenance and repair of the License Area where such maintenance and repair would not be required but for Licensee's use and occupation of the License Area;
- (d) be the "prime contractor" (as defined in the *Workers Compensation Act*) for WorkSafeBC purposes in respect of the Work performed by or on behalf of

the Licensee on the License Area and accept all responsibilities of the prime contractor as outlined in the Owner's current Multiple-Employer Workplace/Contractor Coordination program, the *Workers Compensation Act* (Part 3), and the *WorkSafeBC Occupational Health & Safety Regulation*, excepting that the Licensee may engage a contractor to perform the Work and cause the contractor to agree to act as the prime contractor, provided that the Licensee will not be relieved of its obligations to the Owner under this Section 19(d);

- (e) ensure that all required payments are made with respect to the Work and the construction or installation thereof, including, without limitation, WorkSafeBC assessments, employment insurance, and federal and provincial taxes;
- (f) maintain the License Area in a safe, clean, sanitary, neat, and tidy condition and free from nuisance, except any lawful activity within the scope of the Purpose and otherwise permitted under this Agreement, at all times;
- (g) not release, dump, spill, or place, or allow to be released, dumped, spilled, or released on the License Area or the Lands any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended) or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter that the British Columbia Ministry of Environment considers a risk to the environment or to human health, except in accordance with applicable laws, bylaws, regulations and orders of governmental authorities and courts having jurisdiction;
- (h) if the Licensee contravenes Section 16(g) above, clean up any contaminants that the Licensee released or permitted to be released on the Lands or the License Area contrary to Section 16(g) to the satisfaction of the Owner;
- (i) repair any damage caused to the Lands by the Licensee or its officials, officers, agents, employees, servants, contractors, or subcontractors to the satisfaction of the Owner; and
- (j) not, for any reason, use, occupy, or obstruct any area of the Lands outside of the License Area, including any sidewalk or pathway, without the prior written consent of the Owner, not to be unreasonably withheld.

## **17. RELEASE AND INDEMNITY**

The Licensee hereby releases and shall indemnify and save harmless the Owner and its officials, officers, agents, and employees (collectively, the "**Owner Indemnitees**") from all costs, losses, damages, builder's liens, compensation, and expenses of any nature whatsoever relating to or arising from the Licensee's occupation or use of the Lands and from all actions, claims, demands, suits, and judgments against any of the Owner Indemnitees on account of injury or death occurring in or about the Lands and damage to

or loss of property occurring in or about the Lands or relating to or arising from the Licensee's occupation or use of the Lands (including claims under the *Occupiers Liability Act* (British Columbia)), except to the extent caused by the negligence or wrongful act or omission of any of the Owner Indemnitees. This release and indemnity will survive the expiry or early termination of this Agreement.

#### **18. DEFAULT, BREACH, OR FAILURE**

If the Licensee is in breach of or fails to carry out its obligations under the terms of this License Agreement, within five (5) days of receipt of written notice of non-compliance from the Owner, except in the event of an emergency or apprehended emergency as determined by the Owner in which case no notice will be required, the Licensee will correct and remedy its breach or failure. The Owner may, but will be under no obligation to, remedy a default or failure by the Licensee and the Licensee will, if the Owner remedies a default or failure, forthwith following receipt of any written request from the Owner, pay to the Owner the amount of any costs from time to time incurred by the Owner in so doing, plus fifteen percent of such costs as a surcharge. If the Licensee fails to pay to the Owner such costs plus surcharge within thirty (30) days following delivery of such written request from the Owner, such amounts will be construed in arrears and will bear interest at the rate of three percent per annum above the "Prime Rate" (defined below), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate, provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be eighteen percent per annum calculated monthly not in advance, from the date due until paid. This covenant will survive the expiry or early termination of this License Agreement.

#### **19. BUILDER'S LIENS**

The Licensee will pay all accounts and expenses for labour performed on or adjacent to the License Area and will not permit any builder's or similar liens, charges, or encumbrances to be registered on title to the Lands. If any such lien, charge, or encumbrance is registered on title to the Lands, the Licensee will immediately pay into court or otherwise the amount required to discharge the lien, charge, or encumbrance.

#### **20. TIME IS OF THE ESSENCE**

Time will be of the essence of this Agreement, except as herein and otherwise provided.

#### **21. OWNER'S REMEDIES ARE CUMULATIVE**

The remedies provided to the Owner herein are cumulative and are in addition to any remedies to the Owner available at law or in equity, including injunctive relief. No remedy will be exclusive and the Owner may have recourse to any or all remedies simultaneously or at various times.

## **22. NOTICES**

All notices, documents or communications required or permitted to be given under this Agreement must be in writing and may be delivered by hand, courier, prepaid registered mail posted in Canada, email, or facsimile to the party to whom it is to be given as follows:

to the Owner at:

City of Coquitlam  
3000 Guildford Way  
Coquitlam, BC V3B 7N2

**ATTENTION: Curtis Scott, Director City Lands and Real Estate**

Email: cscott@coquitlam.ca

to the Licensee at:

City of Coquitlam  
3000 Guildford Way  
Coquitlam, BC V3B 7N2

**ATTENTION: Curtis Scott, Director City Lands and Real Estate**

Email: cscott@coquitlam.ca

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

## **23. HEADINGS**

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provisions thereof.

#### **24. RELATIONSHIP**

It is the express intention of the Owner and the Licensee that the granting of this License will not create a landlord and tenant relationship between the Owner and the Licensee. The Owner and the Licensee specifically agree that this Agreement does not grant an interest in land to the Licensee.

#### **25. APPLICABLE LAW**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

#### **26. NON-DEROGATION**

Nothing contained or implied in this Agreement will prejudice or affect the rights and powers of the Owner in the exercise of its functions under any statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands and the Licensee's Lands as if this Agreement had not been executed.

#### **27. SEVERABILITY**

The Owner and the Licensee agree that if it is held by any court of competent jurisdiction that any of this Agreement is void, voidable, illegal, or unenforceable, that part of the Agreement will be deemed to be deleted from the Agreement, and all other provisions of the Agreement will remain in full force and effect and will be binding in all respects upon the parties to this Agreement.

#### **28. ENTIRE AGREEMENT**

The Owner and the Licensee acknowledge and agree that there are no covenants, representations, warranties, agreements, terms, or conditions, expressed or implied, relating to this Agreement or the License Area except as expressly set out in this Agreement, and that this Agreement may not be modified except by an agreement in writing executed by both the Owner and the Licensee.

#### **29. COUNTERPARTS**

This Agreement may be executed by the Owner and the Licensee in counterparts, and delivered by electronic communication, with the same effect as if each of them had signed the same document, such that both counterparts will together constitute one Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF COQUITLAM**, as Owner, by its authorized signatory(ies):

Per: *Curtis Scott*

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Name:  
Title: Curtis Scott Director City Lands & Real Estate

**CITY OF COQUITLAM**, as Licensee, by its authorized signatory(ies):

Per: *Curtis Scott*

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Name:  
Title: Curtis Scott Director City Lands & Real Estate

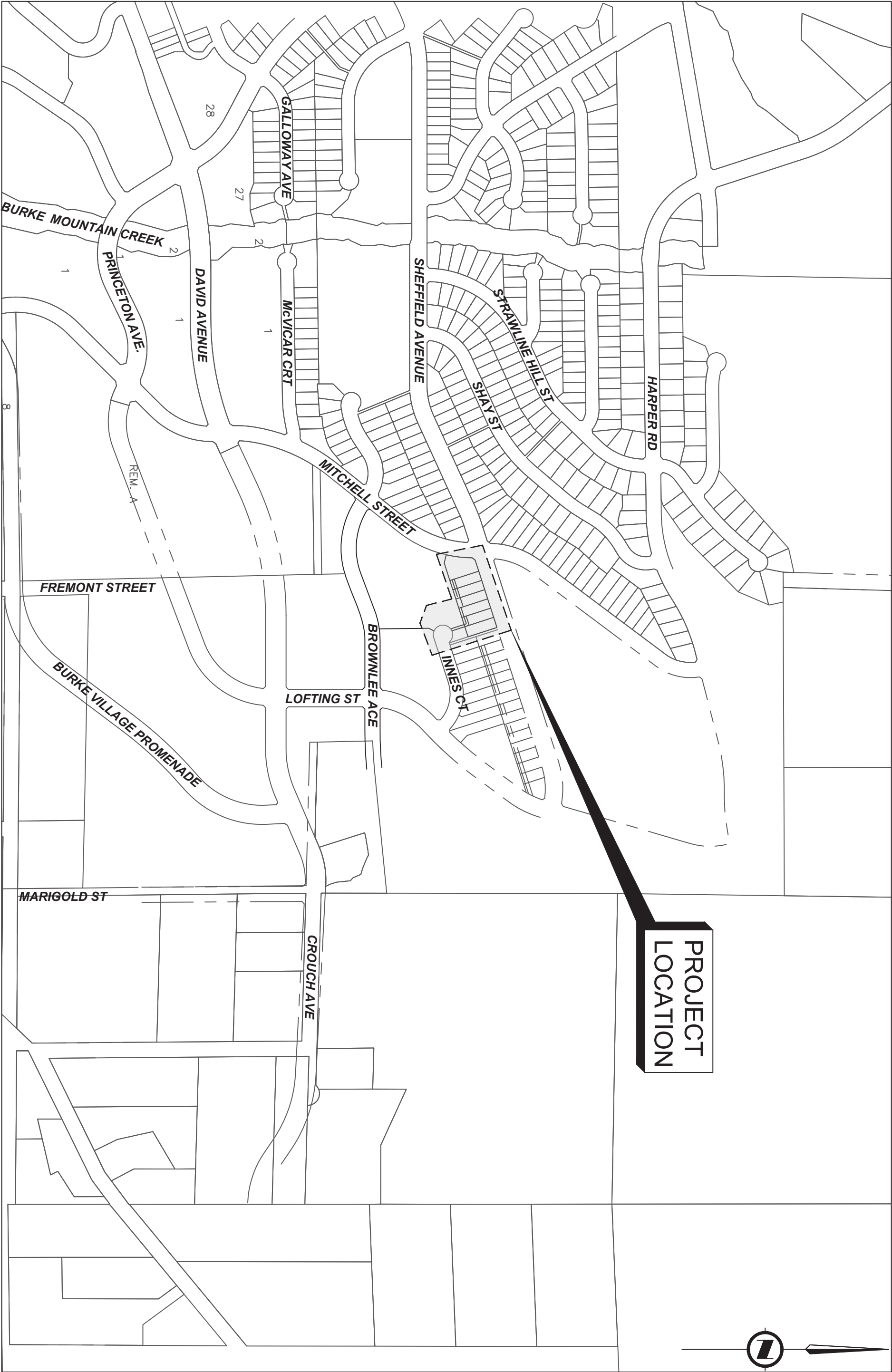
**Schedule A**  
**WORKS**

(see pages immediately following)




# SHEFFIELD AVENUE SUBDIVISION

## ISSUED FOR TENDER



LOCATION PLAN

| DRAWING SCHEDULE |                                 |         |
|------------------|---------------------------------|---------|
| DWG. NO          | DESCRIPTION                     | REV. NO |
| 00               | COVER                           |         |
| 01               | GENERAL NOTES                   | A       |
| 02               | GRADING PLAN                    | C       |
| 03               | RETAINING WALL & SITE SERVICING | C       |
| 04               | NEW DRIVEWAY, SIDEWALK & WATER  | C       |
| 05               | ESC DETAIL                      | A       |
| 06               | ESC PLAN                        | A       |

**Permit to Practice**  
ISL Engineering and Land Services Ltd.  
RR Signature:   
RR EGBC ID: 42221  
Date: 2025-03-06  
**Permit Number 1000419**  
Engineers & Geoscientists British Columbia



#201, 3999 Henning Drive, Burnaby, B.C. V5C 6P9  
T: (604)629-2696 F: (604)629-2698





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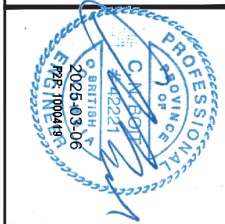


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| B        | DETAILED DESIGN      | 2024/02/20 | EH    | CJB    |
| C        | ISSUED FOR TENDER    | 2025/03/05 | EH    | CJB    |
|          |                      |            |       |        |



# GRADING PLAN

## SHEFFIELD AVENUE



ISL  
2501-12345 Herring Drive, Burnaby, B.C. V5C 4R9  
Tel: (604) 555-1234 Fax: (604) 555-5678

| SCALE      | AS SHOWN | DESIGN NO. |
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| CHECKED BY | CJB      |            |

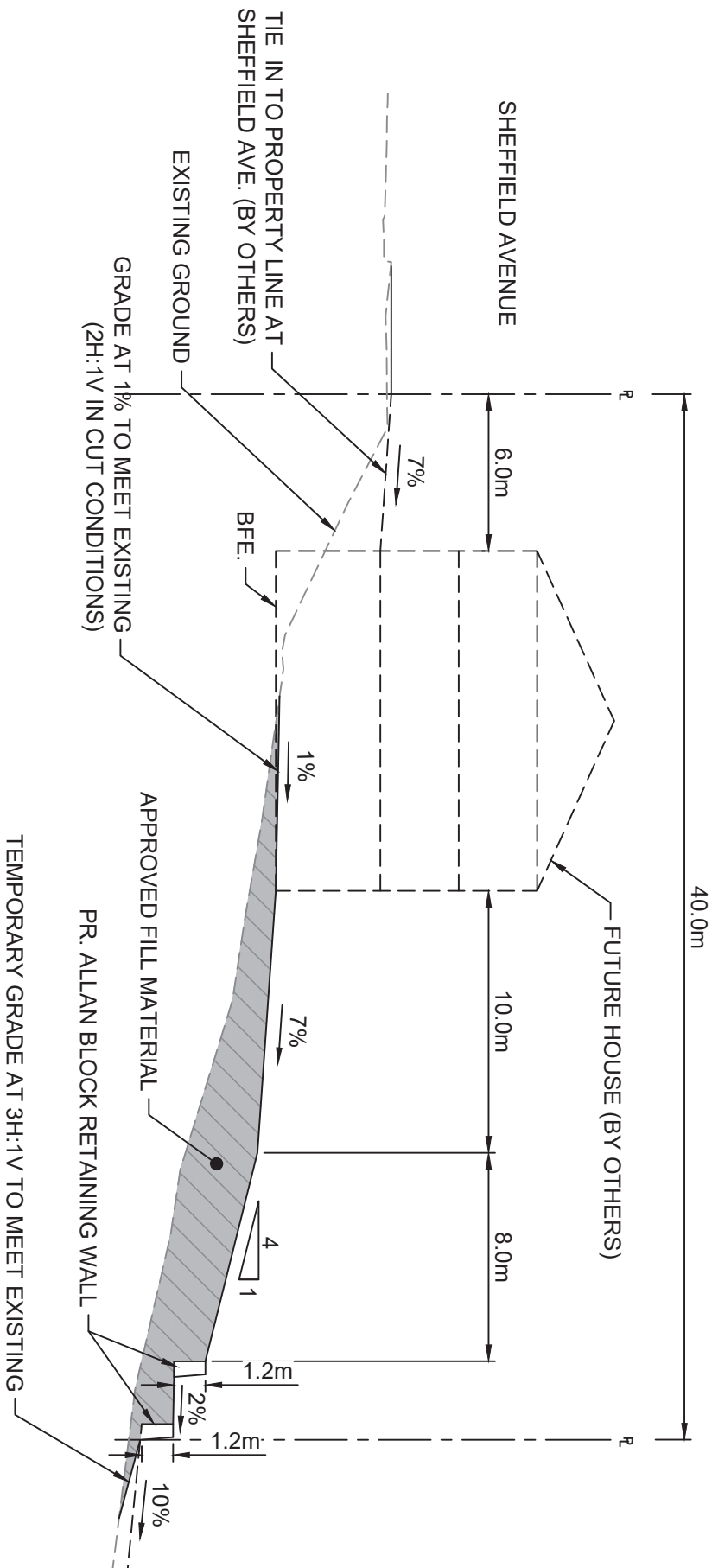
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|               |           |             | 06       |
|               |           |             | REV. C   |

# 32970



## TYPICAL SECTION

SCALE: 1:250



## PLAN

SCALE: 1:250





| REV. NO. | REVISION DESCRIPTION | DATE       | DRAWN | APPRO. |
|----------|----------------------|------------|-------|--------|
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| B        | DETAILED DESIGN      | 2024/03/20 | EH    | C.B    |
| C        | ISSUED FOR TENDER    | 2025/03/05 | EH    | C.B    |
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# RETAINING WALL & SITE SERVICING

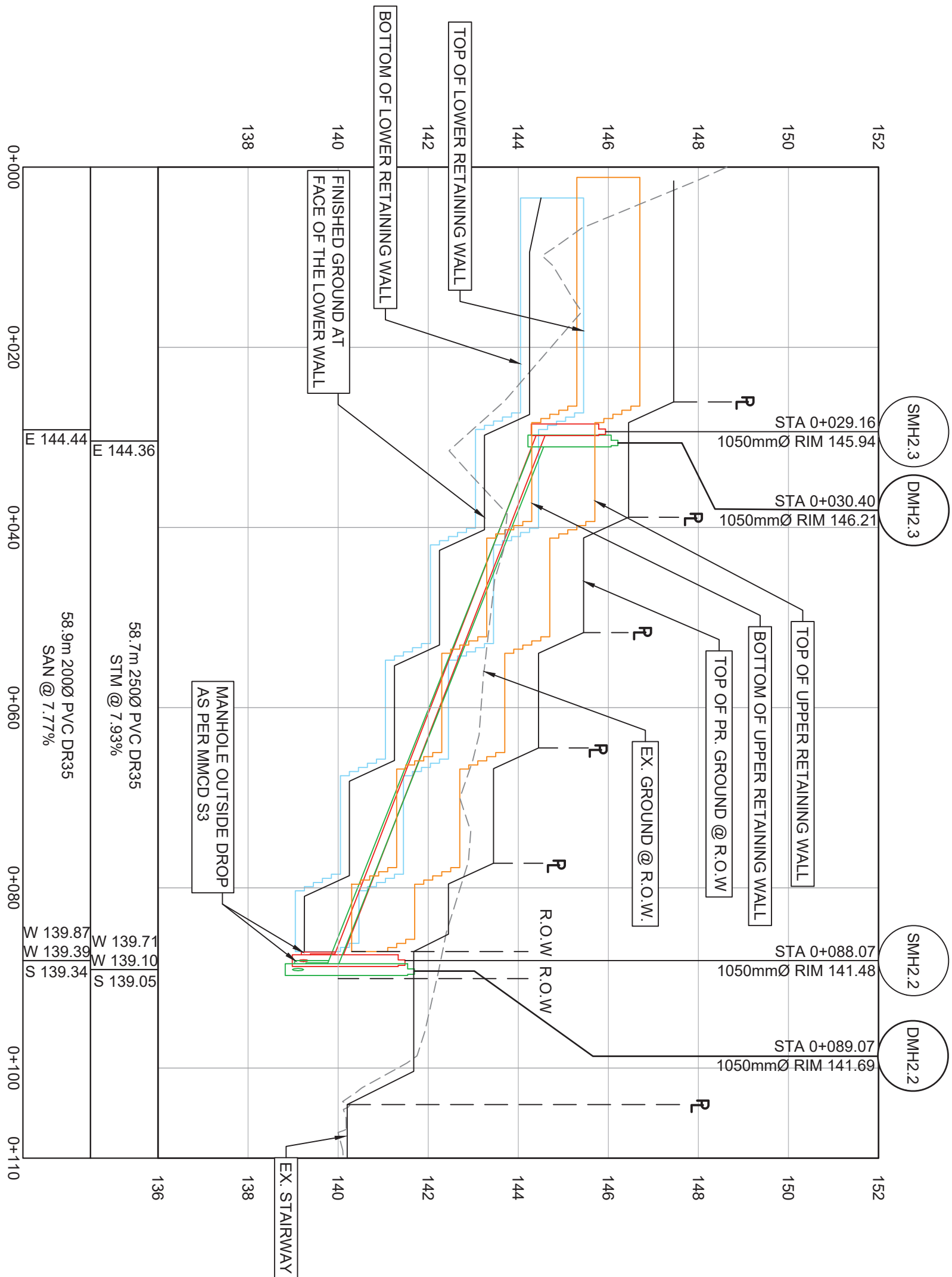
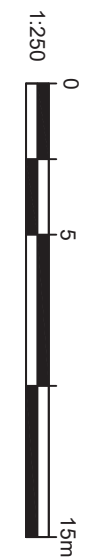
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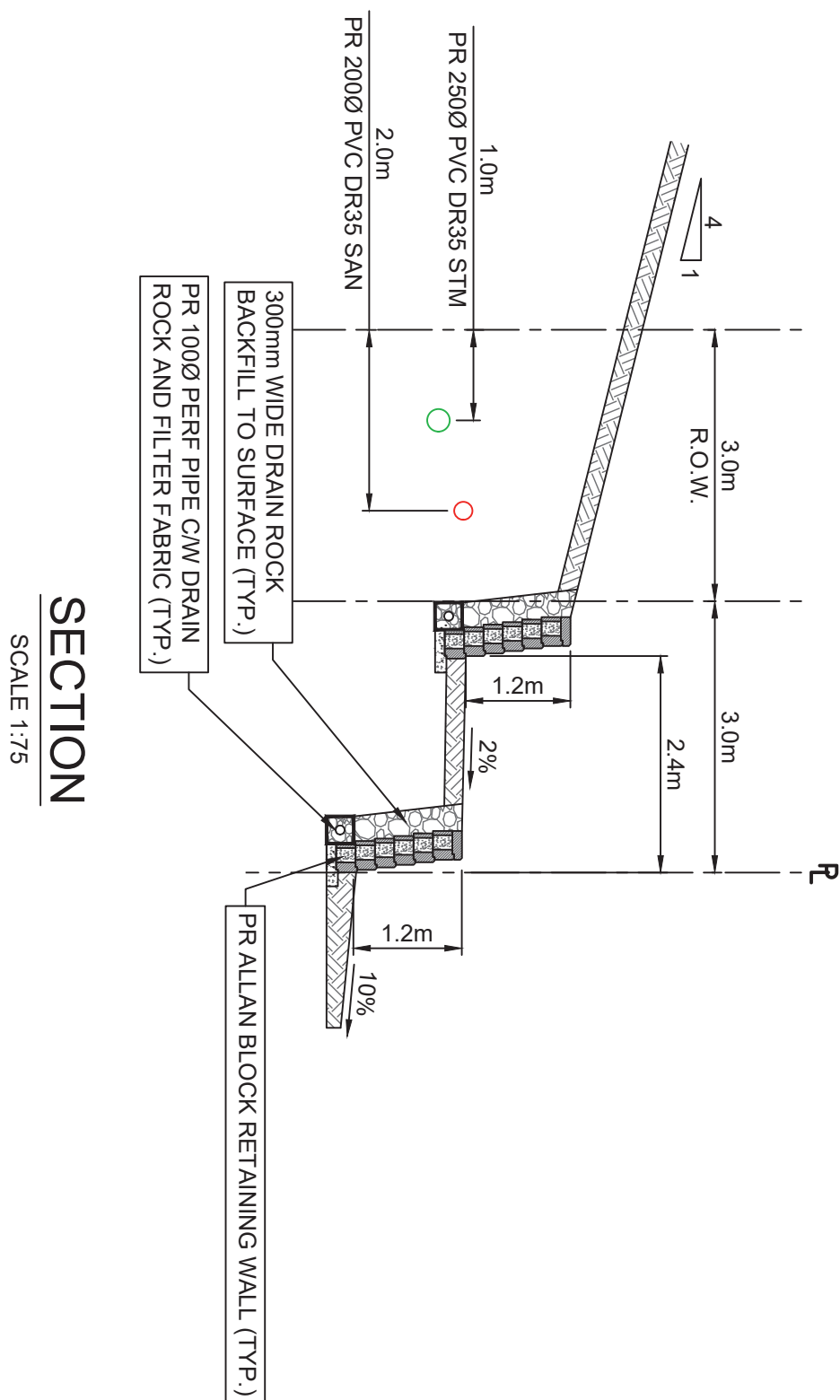
#201, 3999 Hanling Drive, Burnaby, B.C. V5C 6P9  
T: (604) 629-2696 F: (604) 629-2698



|            |          |               |            |   |
|------------|----------|---------------|------------|---|
| SCALE      | AS SHOWN | CREATION DATE | FEB - 2025 | DWG. NO<br><b>03</b><br>OF<br><b>06</b> |
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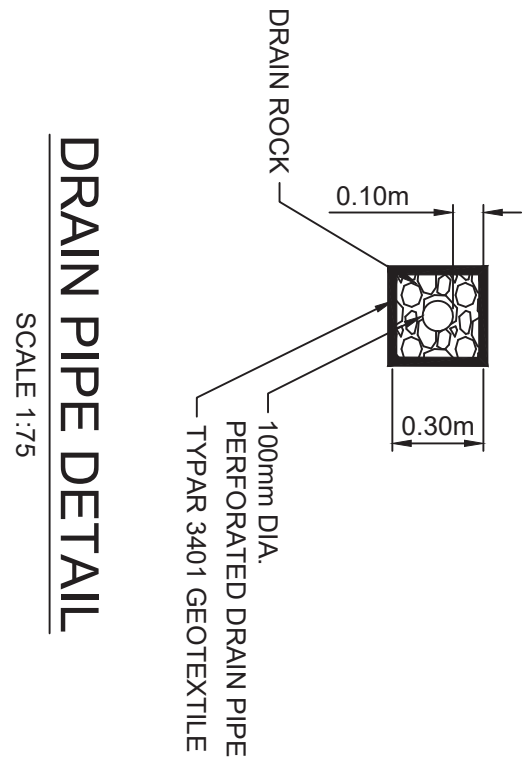


**PROFILE**  
**SCALE: 1:500H / 1:100V**

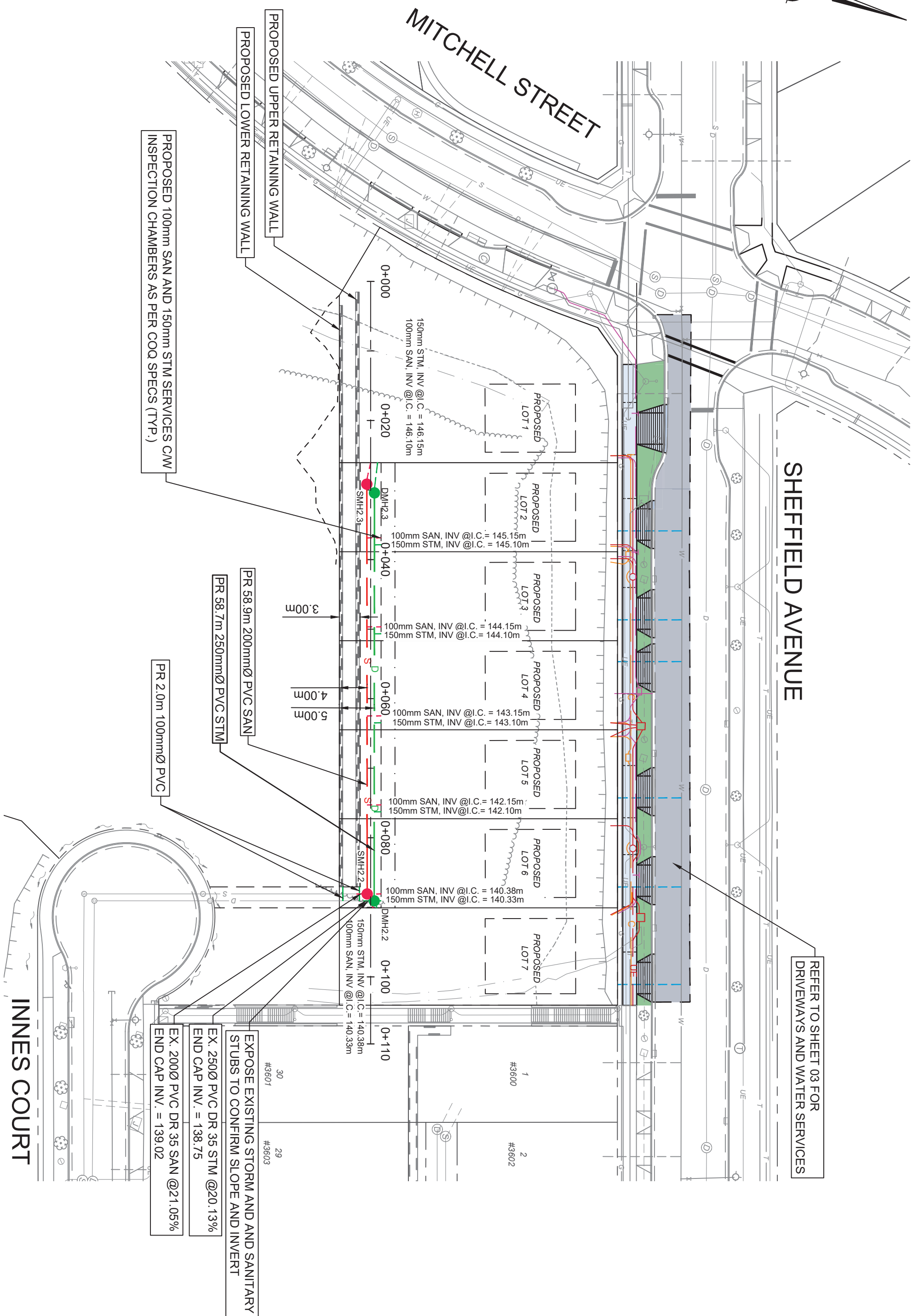


# SECTION

SCALE 1:75



## DRAIN PIPE DETAIL



## PLAN

SCALE: 1:500

INNES COURT



| PLOT DATE: March 5, 2025 |                      |            |       |
|--------------------------|----------------------|------------|-------|
| REV. NO.                 | REVISION DESCRIPTION | DATE       | DRAWN |
| A                        | PRELIMINARY DESIGN   | 2023/12/11 | GA    |
| B                        | DETAILED DESIGN      | 2024/02/20 | EH    |
| C                        | ISSUED FOR TENDER    | 2025/03/05 | EH    |
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# NEW DRIVEWAY, SIDEWALK AND WATER

## SHEFFIELD AVENUE



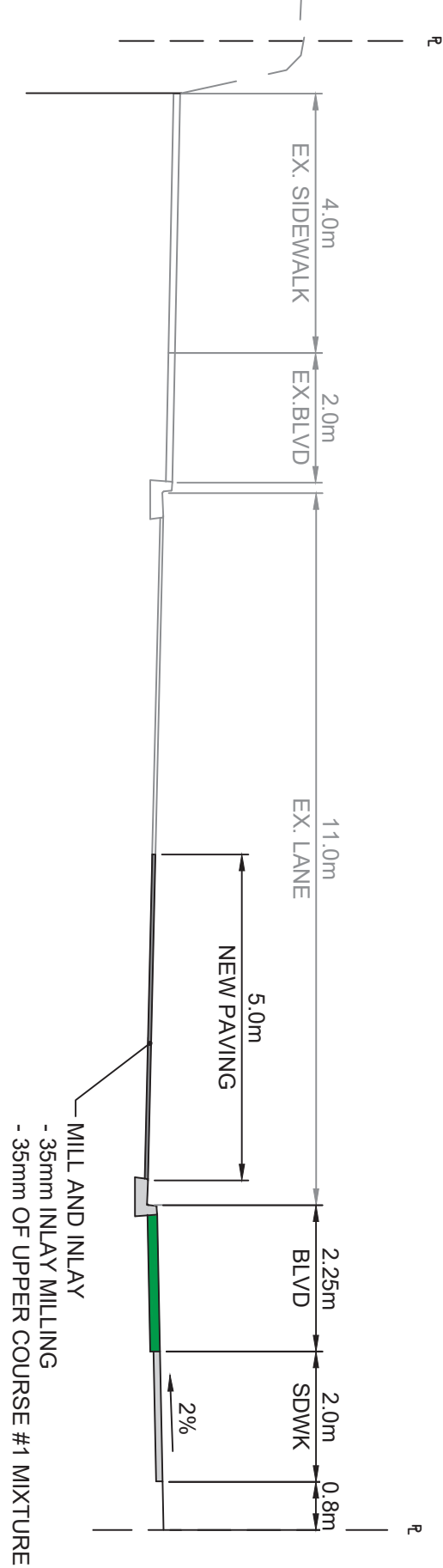
ISSUED FOR TENDER

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| APPROVED BY |          |               |          |
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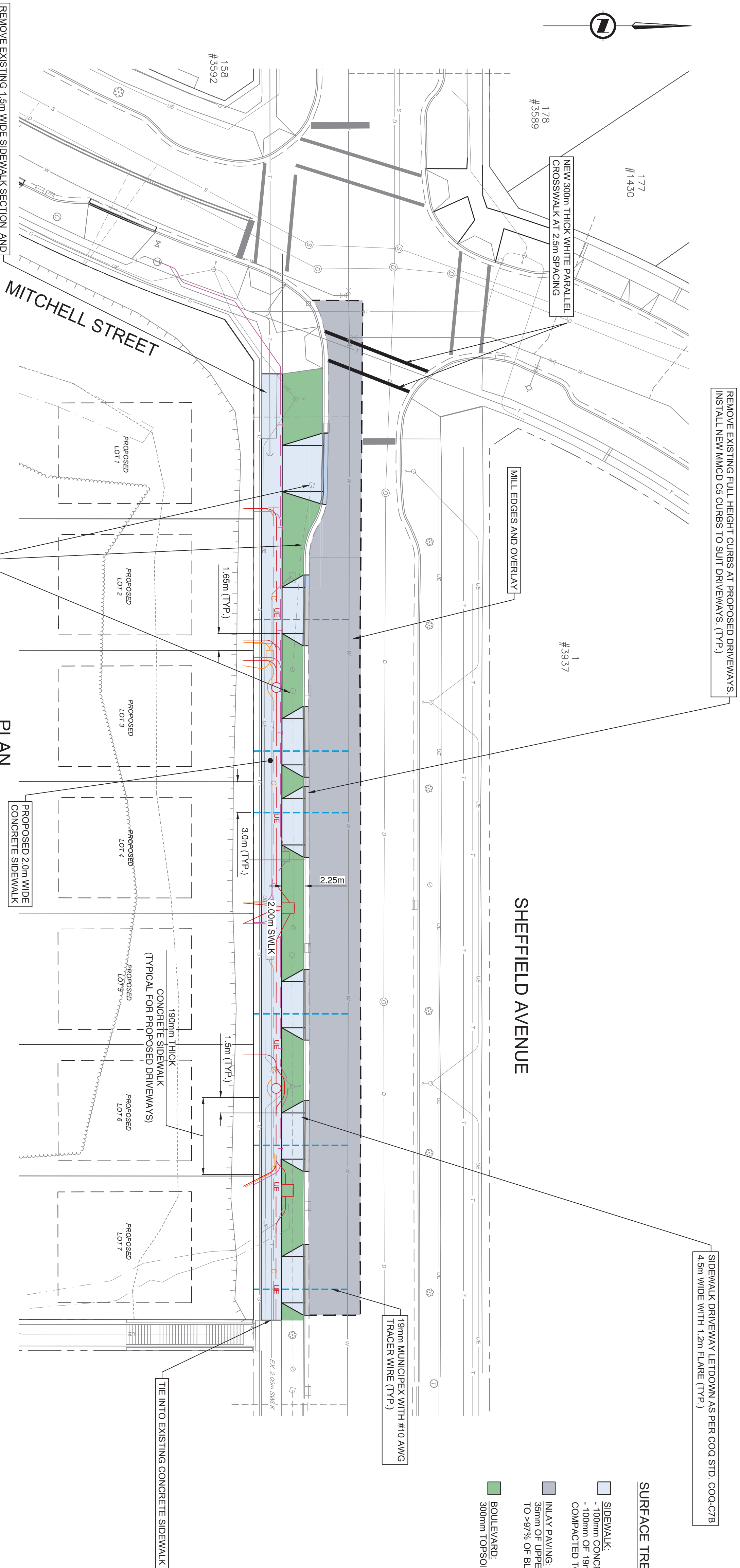
SHEFFIELD TYPICAL SECTION

SCALE: 1:100



PLAN

SCALE 1:250



SURFACE TREATMENT

- SIDEWALK:
  - 100mm CONCRETE (190mm CONCRETE AT DRIVEWAYS)
  - 100mm OF 19mm MINUS CRUSHED GRANULAR BASE
  - COMPACTED TO > 95% MODIFIED PROCTOR DENSITY
- INLAY PAVING:
  - 35mm OF UPPER COURSE #1 MIXTURE, COMPACTED TO > 97% OF BLOW MARSHALL
- BOULEVARD:
  - 300mm TOPSOIL AND SODDING



| REV/NO | REVISIONS         | DATE       | DRAWN | APPROD |
|--------|-------------------|------------|-------|--------|
| A      | ISSUED FOR TENDER | 2025/03/05 | EH    | CJB    |
|        |                   |            |       |        |
|        |                   |            |       |        |
|        |                   |            |       |        |

Coquitlam

Engineering & Public Works

3000 Gladium Way, Coquitlam, B.C. V8B 7N2

ESC TYPICAL SECTIONS

SHEFFIELD AVENUE

City of Coquitlam

Engineering & Public Works

3000 Gladium Way, Coquitlam, B.C. V8B 7N2

ISL

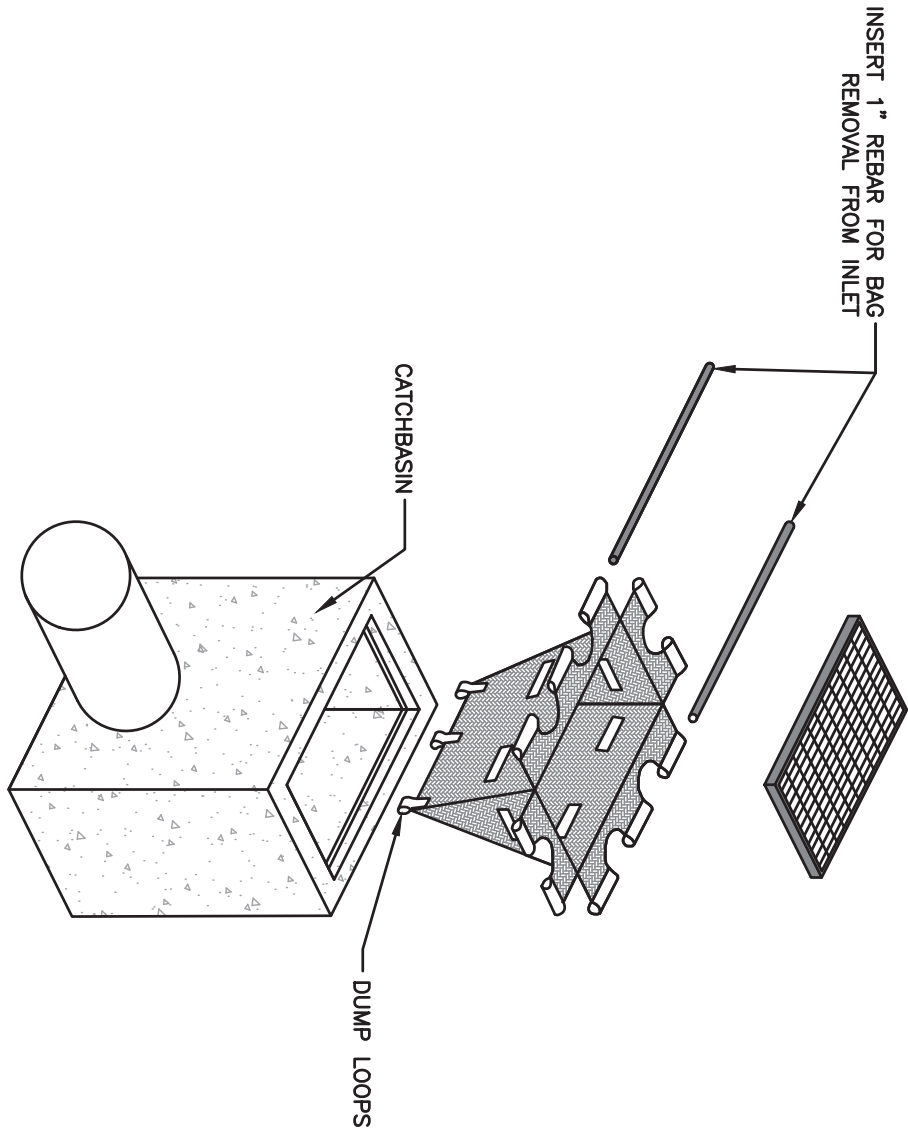
4201, 5299 Harrison Drive, Burnaby, B.C. V7C 6P9

1 (604) 293-5555 | 1 (800) 555-5555

| ISSUED FOR TENDER |  |  | DESIGN NO. |               | DWG. NO. |
|-------------------|--|--|------------|---------------|----------|
| SCALE             |  |  | AS SHOWN   | CREATION DATE |          |
| DRAWN BY          |  |  | EH         | DESIGN BY     |          |
| CHECKED BY        |  |  | CJB        | APPROVED BY   |          |
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|                   |  |  |            |               | 06       |
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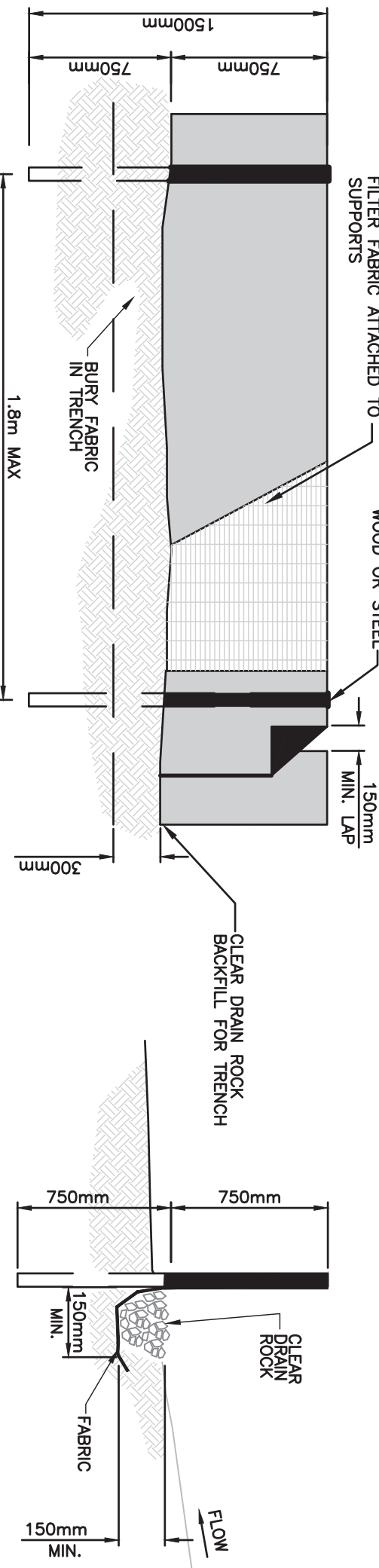
DETAIL 5: FILTER SOCK

SCALE: NTS



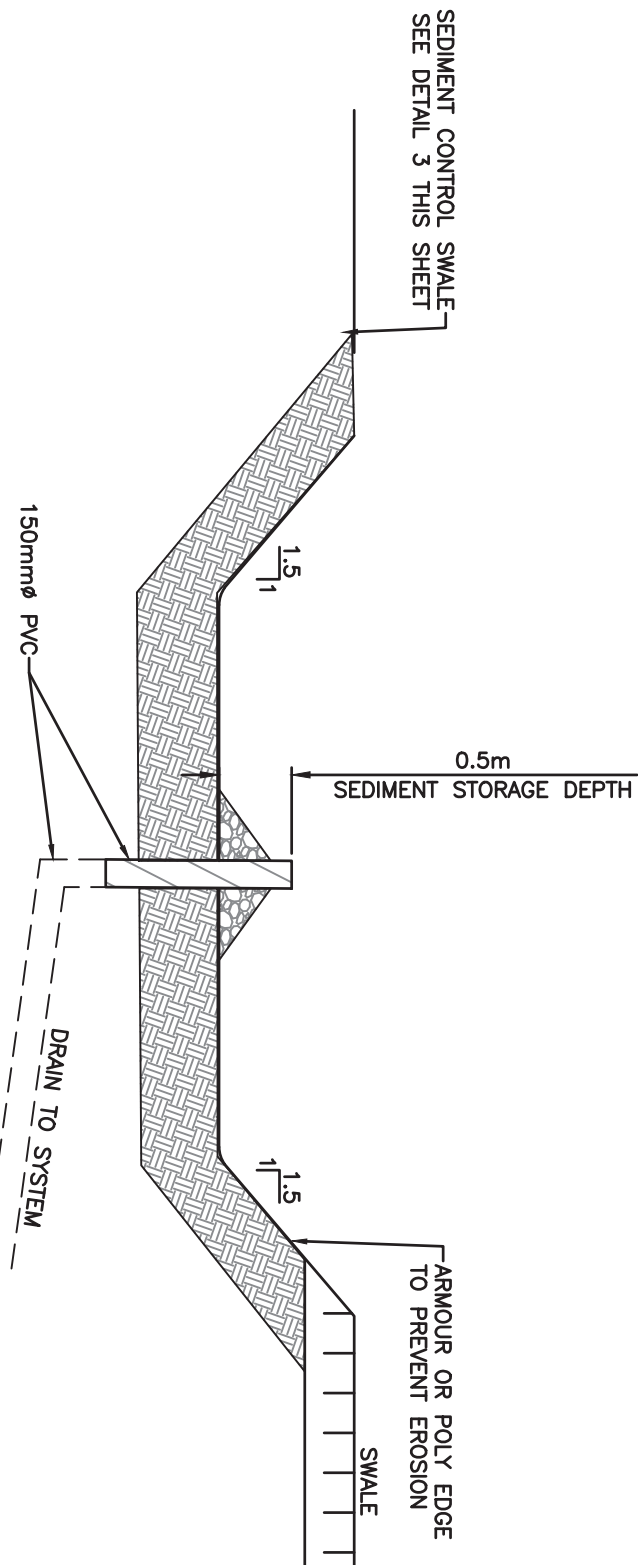
DETAIL 6: SILT FENCE

SCALE: NTS



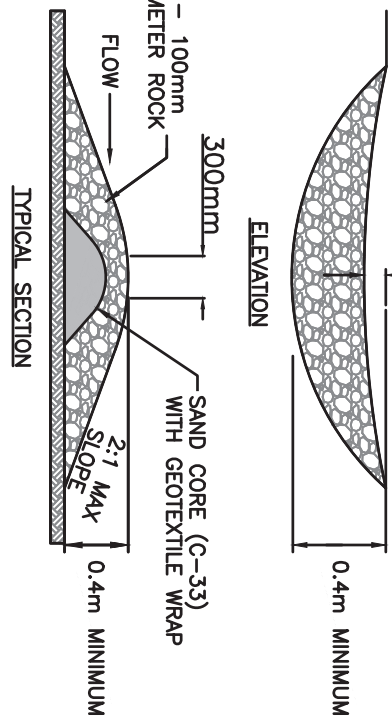
DETAIL 7: SEDIMENT TRAP SECTION DETAIL

NTS



DETAIL 4: SEDIMENT CONTROL CHECK DAM

SCALE: NTS



- NOTES:
1. MINIMUM 300mm OVERLAP OF ALL SEAMS
  2. REPAIRS REQUIRED @ JOE OF STOCK PILE
  3. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIES ON ROPES WITH A MINIMUM 3.0m GRID SPACING IN ALL DIRECTIONS

SCALE: NTS

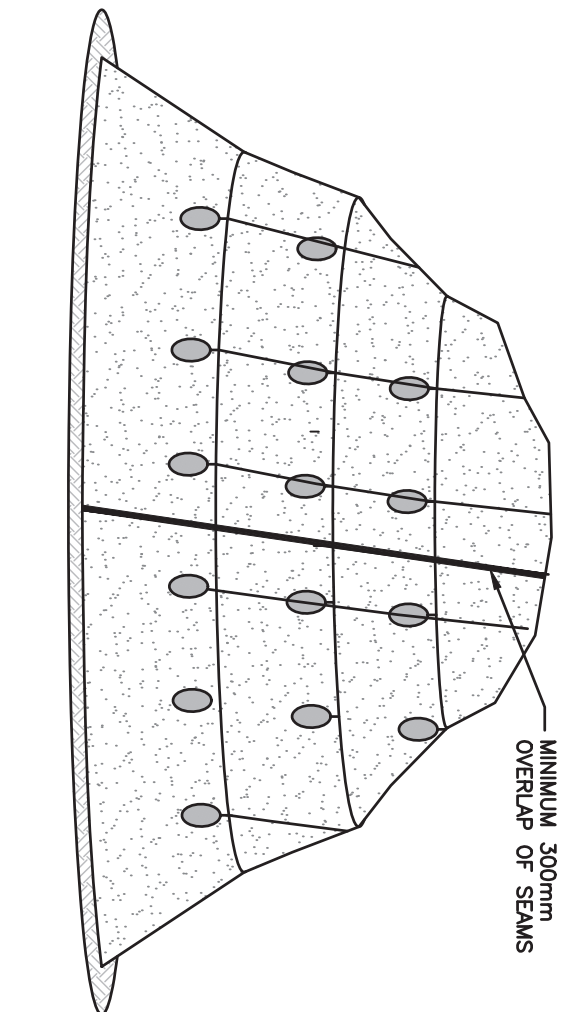
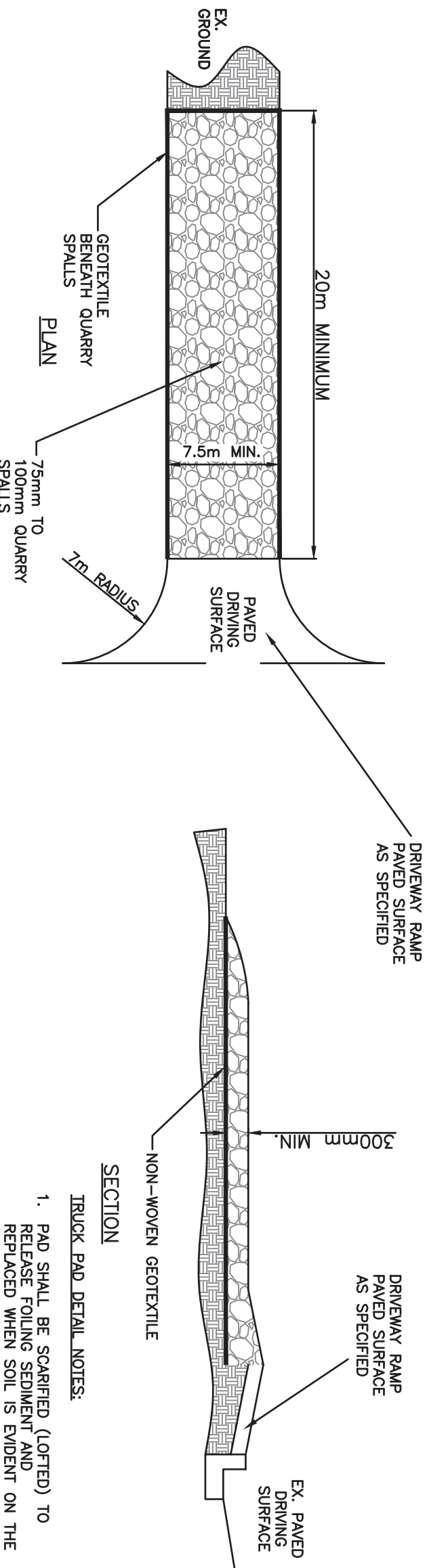
DETAIL 2: PLASTIC SHEETING

- TRUCK PAD DETAIL NOTES:
1. PAD SHALL BE SCARIFIED (LOFTED) TO RELEASE FOLLING SEDIMENT AND REPLACED WHEN SOIL IS EVIDENT ON THE SURFACE OF THE PAD AS DIRECTED BY THE ESC INSPECTOR.
  2. ADDITIONAL CLEAN MATERIAL MUST BE PROVIDED TO REPLACE ANY SPALLS PER THE DIRECTION OF ESC INSPECTOR.

SCALE: NTS

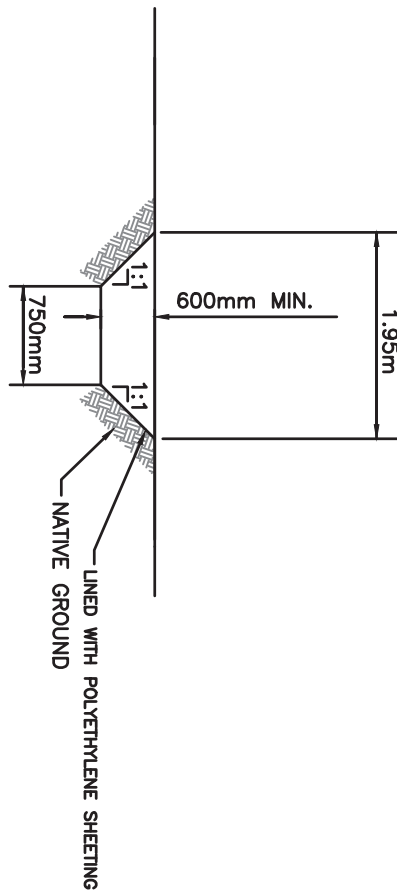
DETAIL 1: TEMPORARY EGRESS PAD

SCALE: NTS



DETAIL 3: TYPICAL CONSTRUCTION SEDIMENT CONTROL SWALE SECTION

SCALE: NTS



1. ALL WORK SHALL BE UNDERTAKEN AND COMPLETED IN SUCH A MANNER AS TO PREVENT THE EROSION OF THE SITE DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEACHATE OR ANY OTHER DELETERIOUS SUBSTANCES INTO ANY DITCH/WATERCOURSE AS PER COQUITLAM BYLAW NO. 4403, 2013. ESC MEASURES AND FACILITIES MUST BE COMPLETED BEFORE WORK COMMENCES.
2. THE CONTRACTOR SHALL MAINTAIN ALL ESC MEASURES AND FACILITIES ON AN AS-NEEDED BASIS. MAINTENANCE MAY INCLUDE BUT IS NOT NECESSARILY LIMITED TO REPLACING SILT FENCE, RE-STAKING FALLEN SILT FENCING, DISPOSAL OFF-SITE OF DEBRIS AND SEDIMENT, REPLACING FOLDED GRAVEL, EGRESS PADS AND CLEANING OUT SEDIMENT CONTROL SWALES.
3. THE WORKS SHOWN SHALL BE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL MODIFY AND/OR PROVIDE ADDITIONAL ESC MEASURES AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES AND TO SATISFY THE REQUIREMENTS OF THE GOVERNING AGENCIES.
4. IT IS THE SITE CONTRACTOR'S RESPONSIBILITY TO ENSURE NO PERSON SHALL DISCHARGE, DIRECTLY OR INDIRECTLY, WATER WITH A TURBIDITY GREATER THAN 25 NTU INTO THE CITY OF COQUITLAM DRAINAGE SYSTEM. WATER TURBIDITY LEVELS UP TO 100 NTU WILL BE ACCEPTED AFTER A RAINFALL EVENT GREATER THAN 25mm PER HOUR. MOUNTAIN RAIN GAUGE.
5. THE BLAKE MOUNTAIN RAIN GAUGE WILL BE UTILIZED FOR RAINFALL INTENSITY CALCULATION/DETERMINATION.
6. AN EROSION AND SEDIMENT CONTROL INSPECTOR SHALL MONITOR THE ONGOING WORK, DRAINAGE AND SEDIMENT CONTROL MEASURES AND REPORT TO THE OWNER AND CITY AS PRESCRIBED BY PERMITS.
7. ESC INSPECTIONS WILL BE UNDERTAKEN ONCE A WEEK AND AFTER A SIGNIFICANT RAINFALL EVENT GREATER THAN 25 MM 24 HRS IN THE WET SEASON AND BI-WEEKLY AND AFTER A SIGNIFICANT RAINFALL EVENT DURING THE DRY PERIOD.
8. IT IS THE SITE CONTRACTOR'S RESPONSIBILITY TO ENSURE EFFECTIVE AND EFFICIENT MAINTENANCE AND OPERATION OF THE EROSION AND SEDIMENT CONTROL (ESC) MEASURES AND TO ENSURE THAT THE WATER BEING DISCHARGED FROM THE SITE MEETS pH LEVELS BETWEEN 6.5 AND 8.0 OR OTHER LEVELS SPECIFIED BY THE CITY OF COQUITLAM BYLAW NO. 4403, 2013.
9. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN ALL ESC MEASURES UNTIL 90% OF THE LANDSCAPING IS COMPLETED OR UNTIL PERMISSION IS GRANTED IN WRITING BY THE CITY OF COQUITLAM DEVELOPMENT ENGINEERING DEPARTMENT.
10. IF TEMPORARY SEDIMENT CONTROL SWALES FAIL TO MEET WATER QUALITY REQUIREMENTS, THE CONTRACTOR WILL BE REQUIRED TO USE A FLOCCULANT OR PROPRIETARY PORTABLE TREATMENT SYSTEM (I.E. FILTERTECH, STORMTECH, STORMGUARD, ETC.) TO ENSURE DISCHARGE REQUIREMENTS ARE MET.
11. EXPOSED SLOPES AND SOIL STOCK PILES TO BE COVERED WITH ONE LAYER OF 6mil POLY SECURED BY WEIGHTING OR PROTECTED WITH EROSION SEDIMENT CONTROL BLANKETS.
12. ROWEASMENTS AND CONVEYANT AREAS TO BE KEPT FREE OF SEDIMENT CONTROL MEASURES. CONSTRUCTION MATERIAL STOCK PILE.
13. SILT FENCING WILL NEED TO BE REMOVED FROM THE SITE ONCE SITE SOIL STABILIZATION HAS BEEN ACHIEVED.
14. ROADS MUST BE SWEPT CLEAN OF SOIL, LOOSE ROAD BASE, EARTH AND SEDIMENT.
15. THE CONTRACTOR SHALL KEEP ALL PORTIONS OF THE WORK DRAINED DURING THE CONSTRUCTION AND UNTIL COMPLETION, WHERE NECESSARY. CATCHWATER DITCHES SHALL BE CONSTRUCTED ALONG THE TOPS OF EXCAVATIONS OR FILL SLOPES TO PREVENT WATER FLOWING INTO OR OVER THE EXCAVATED OR FILLED AREAS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DITCHES AND SLOPES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DIRT OR DEBRIS FROM EXISTING SYSTEMS WHICH MAY BE CAUSED BY OR WHICH MAY RESULT FROM WATER BACKING UP OR OVERFLOWING THROUGH, FROM, OR ALONG ANY PART OF THE WORK OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH THESE REPAIRS UNTIL WORKS IS COMPLETE AND ACCEPTED BY THE OWNERS).
16. EXISTING SERVICE CONNECTIONS AND UTILITIES LOCATIONS ARE CALCULATED AND DERIVED FROM AVAILABLE DRAWINGS. THE CONTRACTOR IS TO CONFIRM ELEVATION AND LOCATION OF ALL EXISTING SERVICES PRIOR TO INSTALLATION OF ON-SITE SERVICES. REPORT ALL DISCREPANCIES IN EXISTING CONNECTIONS TO DESIGN ENGINEER PRIOR TO CONSTRUCTION.
17. ALL EXISTING LIVE SERVICES SHALL BE MAINTAINED OPERATIONAL, UNLESS OTHERWISE NOTED BY THE ENGINEER.
18. ALL EXISTING MUNICIPAL UTILITIES ARE TO BE PROTECTED DURING CONSTRUCTION. APPROPRIATE CITY OF COQUITLAM UTILITY PERSONNEL SHALL BE CONTACTED IMMEDIATELY PRIOR TO ANY EXCAVATION OR INSTALLATION OF SERVICES TO PREVENT DAMAGE TO UTILITIES IS TO BE CARRIED OUT ONLY BY THE AUTHORITY OF JURISDICTION.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN PEDESTRIAN AND VEHICULAR TRAFFIC ON ALL MUNICIPAL RIGHTS OF WAY BY THE USE OF SIGNS, BARRICADES, FLAG PERSONS, ETC. ACCEPTABLE TO THE CITY OF COQUITLAM AND BRITISH COLUMBIA MINISTRY OF TRANSPORTATION & INFRASTRUCTURE (BC MOTI).

ISSUED FOR TENDER

DESIGN NO.

32970



| PLOT DATE: March 5, 2025 |                   |             |       |
|--------------------------|-------------------|-------------|-------|
| REV. NO                  | REVISIONS         | DATE        | DRAWN |
| A                        | ISSUED FOR TENDER | 20250305 EH | CJB   |
|                          |                   |             |       |
|                          |                   |             |       |
|                          |                   |             |       |

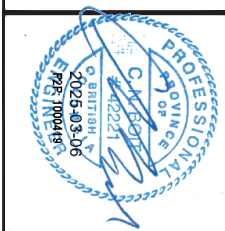
Coquitlam

Engineering & Public Works

3000 Guildford Way, Coquitlam, B.C. V8B 7N2

EROSION  
SEDIMENT  
CONTROL

ESC PLAN  
SHEFFIELD AVENUE

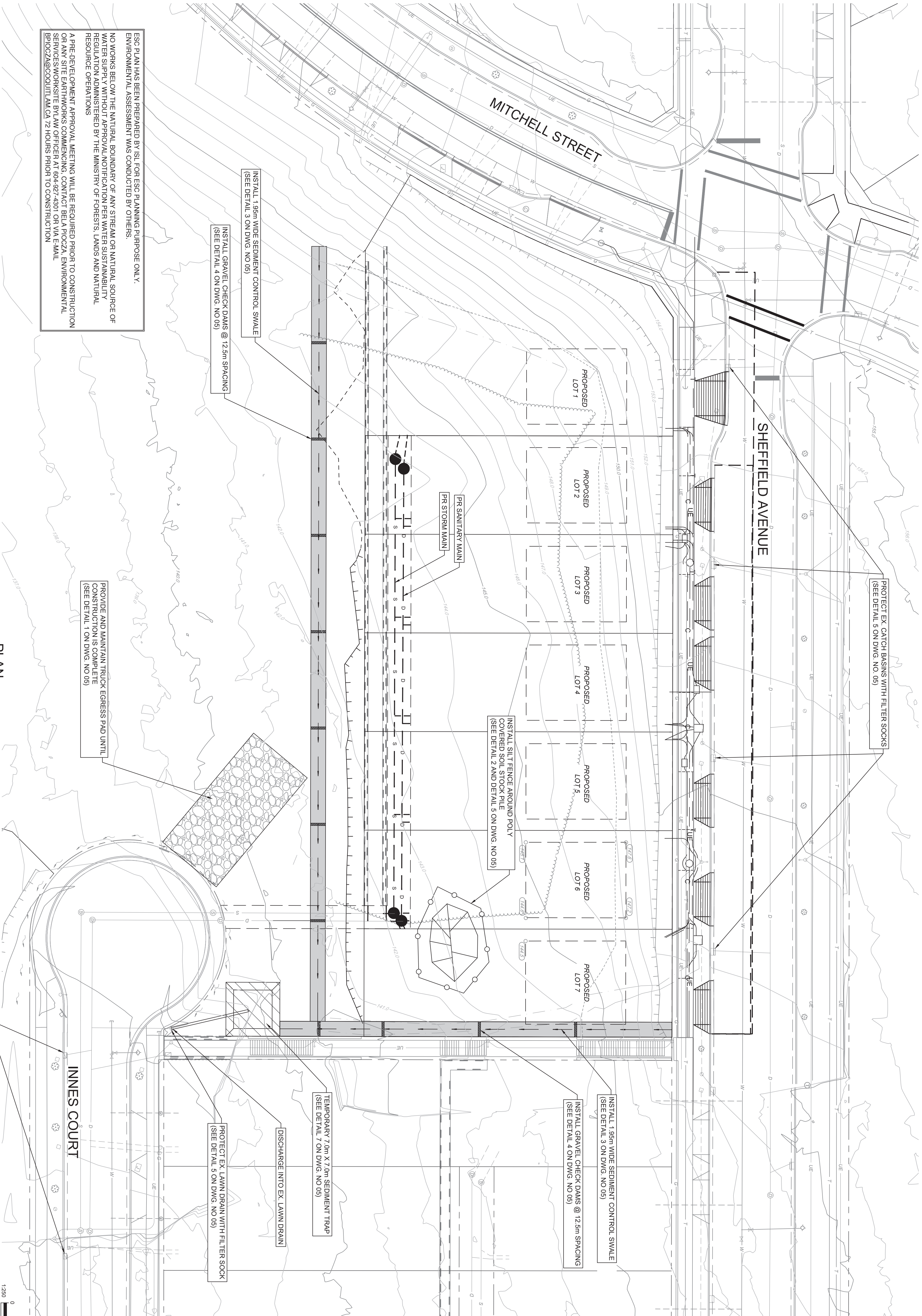


ISL

4201 - 5299 Hastings Drive, Burnaby, B.C. V5C 6P9  
1 (604) 293-5200 | 1 (604) 293-5201

| ISSUED FOR TENDER |          | DESIGN NO. |
|-------------------|----------|------------|
| SCALE             | AS SHOWN |            |
| DRAWN BY          | GA       |            |
| CHECKED BY        | CJB      |            |

| DWG. NO. |    | CREATION DATE |
|----------|----|---------------|
| 06       | 06 | FEB - 2025    |
| 06       | 06 |               |
| REV. A   |    |               |



ESC PLAN HAS BEEN PREPARED BY ISL FOR ESC PLANNING PURPOSE ONLY.  
ENVIRONMENTAL ASSESSMENT WAS CONDUCTED BY OTHERS.  
NO WORKS BELOW THE NATURAL BOUNDARY OF ANY STREAM OR NATURAL SOURCE OF WATER SUPPLY WITHOUT APPROVAL/NOTIFICATION PER WATER SUSTAINABILITY REGULATION ADMINISTERED BY THE MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS  
A PRE-DEVELOPMENT APPROVAL MEETING WILL BE REQUIRED PRIOR TO CONSTRUCTION OF ANY SITE EARTHWORKS COMMENCING. CONTACT BELA PROCCA, ENVIRONMENTAL SERVICES/ON-SITE PLANNING OFFICER AT 604-827-7448 OR VIA E-MAIL [BP1022@COQUITLAM.CA](mailto:BP1022@COQUITLAM.CA) 12 HOURS PRIOR TO CONSTRUCTION

PROVIDE AND MAINTAIN TRUCK EGRESS PAD UNTIL CONSTRUCTION IS COMPLETE  
(SEE DETAIL 1 ON DWG. NO.05)

PROTECT EX. CATCH BASINS WITH FILTER SOCKS  
(SEE DETAIL 5 ON DWG. NO. 05)

INSTALL SILT FENCE AROUND POLY COVERED SOIL STOCK PILE  
(SEE DETAIL 2 AND DETAIL 5 ON DWG. NO.05)

INSTALL 1.95m WIDE SEDIMENT CONTROL SWALE  
(SEE DETAIL 3 ON DWG. NO.05)

INSTALL GRAVEL CHECK DAMS @ 12.5m SPACING  
(SEE DETAIL 4 ON DWG. NO.05)

TEMPORARY 7.0m X 7.0m SEDIMENT TRAP  
(SEE DETAIL 7 ON DWG. NO.05)

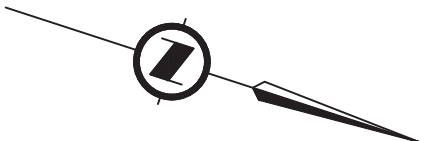
DISCHARGE INTO EX. LAWN DRAIN

PROTECT EX. LAWN DRAIN WITH FILTER SOCK  
(SEE DETAIL 5 ON DWG. NO.05)

INSTALL 1.95m WIDE SEDIMENT CONTROL SWALE  
(SEE DETAIL 3 ON DWG. NO.05)

INSTALL GRAVEL CHECK DAMS @ 12.5m SPACING  
(SEE DETAIL 4 ON DWG. NO.05)

PLAN  
SCALE 1:250



ISSUED FOR TENDER

32970



**Schedule B  
LICENSE AREA**





**Schedule C**  
**FORM OF ASSUMPTION AGREEMENT**

**ASSUMPTION AGREEMENT**

THIS ASSUMPTION AGREEMENT is dated for reference the ♦ day of ♦, 20♦.

BETWEEN:

[♦ - Name and Address]

(the “Assignor”)

AND:

[♦ - Name and Address]

(the “Assignee”)

**WHEREAS:**

- A. The Assignor is the registered and beneficial owner of the lands and premises legally described as ♦.
- B. The Assignor is a party to a License Agreement dated ♦, as amended (collectively, the “**License Agreement**”) attached hereto as Schedule A setting out the general terms upon which owner of ♦ may enter the Lands for the purposes described in the License Agreement; and
- C. If the Assignor sells, transfers, or otherwise disposes of the Lands, or any portion thereof, in which the License Area is located, the Assignor must assign its interest in the License Agreement to the new owner(s).

**NOW THEREFORE IN CONSIDERATION** of the premises and the sum of \$1.00 paid by each of the Assignee and Assignor and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the Assignee hereby covenants and agrees as follows:

- 1. Assignment – The Assignor absolutely assigns, transfers, and sets over to the Assignee all of the right, title, benefit, and interest of the Assignor in, to, and under the License Agreement.
- 2. Assumption by Assignee – The Assignee covenants and agrees with the Assignor that as of the date hereof the Assignee will assume, be bound by and observe and perform all of the Assignor’s covenants, conditions, restrictions and agreements contained in the License Agreement (collectively, the “Obligations”) and does hereby agree to indemnify and save harmless the Assignor from any and all actions, causes

of action, losses, costs, damages and expenses arising out of any breach or non-observance whatsoever of the Obligations or otherwise from and after the date hereof.

3. Further Assurances – Each of the parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assumption Agreement.
4. Enurement – This Assumption Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
5. Time of the Essence – Time will be of the essence of this Assumption Agreement and of all the transactions contemplated in it.
6. Counterparts and Electronic Delivery – This Assumption Agreement may be executed by parties in counterpart and delivered by electronic means of transmission and, if so executed and delivered, those counterparts will together constitute one and the same instrument and this Assumption Agreement will for all purposes be effective as if the parties had delivered an executed original agreement.

TO EVIDENCE ITS AGREEMENT, the Assignor and Assigned have executed this Assumption Agreement as of the date set out above.

**[•If Individual Signatory]**

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

*Address:*



**[•If Corporate Signatory]**

◆, by its authorized signatory(ies):

Per:

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

Title:

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

Title:

Schedule A to  
Assumption Agreement

*[Copy of Executed License Agreement to be attached]*