



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 8 PAGES

ROYAL LEPAGE
K E L O W N A

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Kelowna (LkCty) DATE: June 8, 2015
ADDRESS: #5 - 10058 Highway 97 Lake Country PC: V4V 1P8 PHONE: (250) 766-3300
PREPARED BY: Aly Powers MLS® NO: 10089346

SELLER: <u>Heritage Ridge Estates LTD. BC 0954799</u>	BUYER: <u>Kyle Kofoed</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>c/o #5, 10058 Hwy 97</u>	ADDRESS: _____
<u>Lake Country B.C.</u>	<u>11925 Mc Gowan Road</u>
PC: <u>V4V6R3</u>	<u>Lake Country</u> PC: <u>V4V1J2</u>
PHONE: <u>250-766-3300</u>	PHONE: <u>1-306-717-2912</u>
RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐	OCCUPATION: <u>Builder</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

9112 Heritage DR

UNIT NO. ADDRESS OF PROPERTY

Lake Country

V4V 1N3

CITY/TOWN/MUNICIPALITY

POSTAL CODE

029-508-941

PID

OTHER PID(S)

LOT 11, plan EPP44213, SEC 4, TWN 20. ODYD

LEGAL DESCRIPTION

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

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
One Hundred Sixty Thousand
DOLLARS \$ 160,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 5,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

Due 24hrs after all subjects are removed.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal LePage Kelowna

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

INITIALS

PROPERTY ADDRESS

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

See attached addendum.

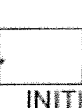
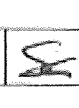
Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the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

4. **COMPLETION:** The sale will be completed on July 20, yr. 2015
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 5 p.m. on July 20, yr. 2015 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of July 20, yr. 2015 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

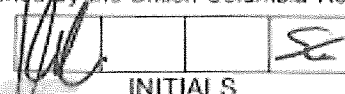
BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on June 5, yr. 2015
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

   
INITIALS

PROPERTY ADDRESS

- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.



INITIALS

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PROPERTY ADDRESS

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

A. the Seller has an agency relationship with

Shawn Giesbrecht who is licensed in relation to Royal LePage Kelowna (LkCty)

DESIGNATED AGENT/LICENSEE

BROKERAGE

B. the Buyer has an agency relationship with

Aly Powers who is licensed in relation to Royal LePage Kelowna (LkCty)

DESIGNATED AGENT/LICENSEE

BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to

BROKERAGE

having signed a Limited Dual Agency Agreement dated

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

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

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

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

23. OFFER: This offer, or counter-offer, will be open for acceptance until 7 o'clock p.m. on June 8, yr. 2015 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS

BUYER

SEAL Kyle Kofoed
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

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

Seller's acceptance is dated June 8, yr. 2015

X
WITNESS

SELLER

SEAL Heritage Ridge Estates LTD, BC
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



BRITISH COLUMBIA
REAL ESTATE
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THE CANADIAN
BAR ASSOCIATION
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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10089346

DATE: June 8, 2015

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9112 Heritage DR

Lake Country

V4V 1N3

RE: ADDRESS

LOT 11, plan EPP44213, SEC 4, TWN 20. ODYD

LEGAL DESCRIPTION:

029-508-941

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 8, 2015

MADE BETWEEN Kyle Kofoed

AS BUYER, AND

Heritage Ridge Estates LTD. BC 0954799

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

This Contract of Purchase and Sale is SUBJECT TO THE BUYER fulfilling the following 7 Subjects in writing by the 19th day of June, 2015. These Subjects are for the sole benefit of the Buyer and may be waived in writing at the Buyer's absolute and sole discretion, failing which the contract shall be null and void.

- 1) to the Buyer(s) approval, of the condition of the title against those defects which might adversely affect their use and enjoyment or the value of the property. The Buyer(s) acknowledges that it is the Buyer's responsibility to obtain independent legal advice concerning any encumbrances that will remain on the title to the property after the Completion date. The Buyer(s) acknowledge and accept that on Completion the Buyer will receive title containing any non-financial charges set out in the copy of the title search results that is attached to and forms part of this contract.
- 2) to the Buyer(s) approving Lot requirements at the District of Lake Country and receiving a copy of the relevant zoning bylaw for the property and approving the uses permitted.
- 3) to the Buyer(s) obtaining approval for a suitable financing package with a lender of the Buyer(s) choice to complete this Contract of Purchase and Sale.
- 4) to the Buyer(s) obtaining confirmation of construction/property insurance satisfactory to the Buyer(s)
- 5) to the Buyer(s) verifying and approving any Sewer and/or Water Levy and all related expenses.
- 6) to the Buyer(s) receiving and approving professional advice concerning any and all tax implications to the Buyer(s) resulting from the purchase and sale of the Property, including GST liability, exemptions, and rebates.
- 7) to the Buyer(s) receiving and approving home plans, zoning, construction plans and costs for a new home on the subject property.

X
WITNESS

BUYER

SEAL Kyle Kofoed
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

X
WITNESS

SELLER

SEAL Heritage Ridge Estates LTD. BC 09
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents **AT LEAST TWO DAYS** before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds, if you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- discharge fees charged by
encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax.

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- investigating title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.
- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
 - a house or other building under construction
 - a lease
 - a business
 - an assignment
 - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure

ADDENDUM TO CONTRACT OF PURCHASE AND SALE

"SELLER" HERITAGE RIDGE ESTATES LTD. BC 0954799

"BUYER (S)" KYLE AARON KOFOED

"PROPERTY" Lot 11, Sec. 4, Twn. 20 PLAN EPP44213 ODYD.

PID# 029-508-941

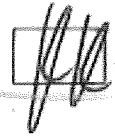
Further to the Contract of Purchase and Sale dated JUNE 8, 2015, entered into between the Seller and the Buyer in respect of the purchase and sale of the property (the "Contract"), the Seller and the Buyer hereby agree to the following additional terms and conditions:

A-1. Goods and Services Tax ("GST"): The Purchase Price does not include GST. If the Buyer is a GST registrant, the Buyer may self-assess the GST and account for GST directly to the CRA if the Buyer provides the Seller with a certificate on the Completion Date signed by the Buyer, confirming the Buyer is registered for GST, its registration number, and its agreement to account for the GST payable in respect of its purchase of the Property in accordance with the Act, failing which the Buyer will pay to the Seller, in addition to the purchase Price, the amount of GST payable in respect of its purchase of the Property.

A-2. Provincial Property Transfer Tax: The Buyer(s) is/are aware of the 1% Provincial Property Purchase Tax up to \$200,000 of purchased price and 2% on the balance.
AUTHORIZATION: Upon acceptance of this offer, the Sellers authorize the District of Lake Country to allow access to the subject property's information on file to the Buyer or the Buyer's agent on this Contract. **DISCLOSURE:** The Seller(s) warrant that they will not disclose any information regarding this offer to any other buyer(s) until this offer is firm and binding.

A-3. Assignment: The Buyer may not assign or otherwise transfer this Contract or its rights hereunder, without the prior written consent of the Seller. The Seller agrees not to unreasonably withhold such consent to an assignment by the Buyer to either:

1. A company controlled by the Buyer, or
2. an assignee who engages the Buyer to build a house on the Property for assignee's personal use. Provided that, in either case:



a) a fee of \$500.00 plus gst shall be paid to the Seller at the time that it requests approval of such assignment (which the Seller may waive in its discretion, if the assignment is to a company controlled by the Buyer).

b) the contract entered into between the Buyer and the assignee also includes a construction contract pursuant to which the Buyer will be engaged by the assignee to build a house on the Property (the 'End-User Contract'), the house and the other improvements to be constructed on the Property will comply with the Building Scheme and Heritage Ridge Estates Design Guidelines dated Sept/2014. The Buyer shall deliver to the Seller a true and complete copy of the signed End-User Contract, together with a copy of the plans and specifications for the house and other improvements to be constructed on the Property; and specifications for the house and other improvements to be constructed on the Property; and

c) on closing the Buyer and the assignee shall pay all of the Seller's legal costs incurred in connection with such assignment.

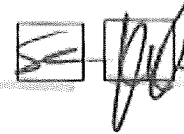
A-4 BUILDING Scheme and Design Guidelines:

The Buyer hereby acknowledges receipt of a copy of the Building Guidelines and the Building Scheme Schedule of Restrictions which affect and apply to the Lot and the Buyer Covenants and agrees to be bound by and comply with the provisions contained therein. For greater certainty, the Buyer agrees that:

- (a) Any construction of a building or improvement on the Lot will be performed in accordance with the provisions of the **Building Guidelines** and the **Building Scheme Schedule of Restrictions** which are applicable to the Lot, and no construction will commence until and unless the approving authority has approved of the final building plans which relate to the building permit issued by the District of Lake Country for the proposed building or improvement to be constructed on the Lot;
- (b) The approving authority must approve of any changes to such final building plans prior to such changes being implemented; and
- (c) Any changes to the original grade of the Lot occasioned by the construction of a building or improvement thereon or the landscaping thereof may result in the Buyer being required by the approving authority to construct a retaining wall on the Lot to ensure that no fill, soil or vegetation placed on the Lot spills over or encroaches onto any of the adjacent properties.

To guarantee compliance with the provisions of the Building Scheme Schedule of Restrictions which are applicable to the Lot, the Buyer will be required to pay on the Completion Date the sum of \$3,000.00, which compliance deposit will be held by Heritage Ridge Estates Ltd. and returned to the owner of the Lot at the time of approval, all in accordance with and as more particularly set out in the Building Guidelines and the Building Scheme. In addition, the Buyer

will be required to pay on the Completion Date the sum of \$500.00 plus GST as applicable,



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which sum represents the non-refundable review fee contemplated by the Building Guidelines and the Building Scheme. For greater certainty, Heritage Ridge Estates Ltd. will not be required to return the compliance deposit to the Buyer in circumstances where the Buyer sells the Lot prior to the commencement and/or completion of the construction of any building or improvements thereon. In this regard, the Buyer acknowledges that Heritage Ridge Estates Ltd. will return the compliance deposit to the subsequent purchaser, all in accordance with and as more particularly set out in the Building Guidelines and the Building Scheme, and it is the Buyer's responsibility to obtain from any subsequent purchaser of the Lot a credit on account of the compliance deposit and non-refundable review fee paid to Heritage Ridge Estates Ltd. in accordance with this Contract.

A.5 Legal Advice: The Buyer(s) have been advised to seek independent legal advice.

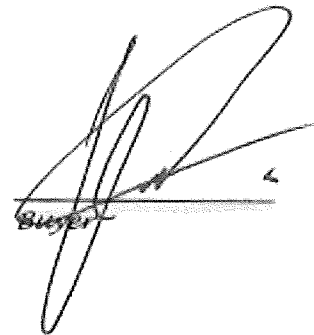
Except as modified herein, all other terms and conditions contained in the Contract remain the same .

Dated: JUNE 8, 2015.



Witness

Buyer



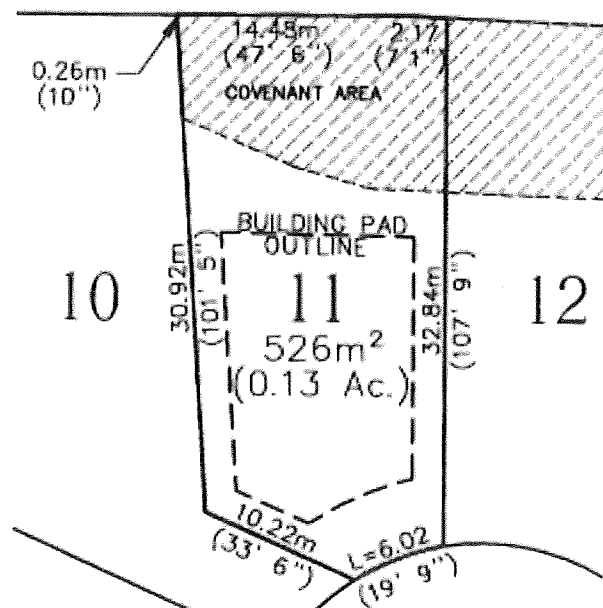
HERITAGE RIDGE ESTATES LTD. BC0954799

Per: 

Witness: _____

8A78

OKANAGAN CENTER ROAD WEST



HERITAGE DRIVE





PROPERTY DISCLOSURE STATEMENT LAND ONLY

PAGE 1 of 2 PAGES

ROYAL LEPAGE
KELLOWNA



Date of disclosure: March 17 2015

The following is a statement made by the seller concerning the Land located at:

ADDRESS: lot # 1-20 Heritage Drive Lake Country, B.C. V4V 2L3 (the "Land")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "do not know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.

THE SELLER SHOULD INITIAL
THE APPROPRIATE REPLIES.

1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?		SC		
B. Are you aware of any past or present underground oil storage tank(s) on the Land?		SC		
C. Is there a survey certificate available?		SC		
D. Are you aware of any current or pending local improvement levies/charges?		SC		
E. Have you received any other notice or claim affecting the Land from any person or public body?		SC		
F. Is the Land managed forest lands?		SC		
G. Is the Land in the Agricultural Land Reserve?		SC		
H. Are you aware of any past or present fuel or chemical storage anywhere on the Land?		SC		
I. Are you aware of any fill materials anywhere on the Land?		SC		
J. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?		SC		
K. Are you aware of any uncapped or unclosed water wells on the Land?		SC		
L. Are you aware of any water licences affecting the Land?		SC		
M. Has the Land been logged in the last five years?		SC		
(i) If yes, was a timber mark/licence in place?				
(ii) If yes, were taxes or fees paid?				
N. Is there a plot plan available showing the location of wells, septic systems, crops etc.		NA SC		
2. SERVICES				
A. Indicate the water system(s) the Land uses: Municipal ☒ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other				
B. Are you aware of any problems with the water system?				
C. Are records available regarding the quantity and quality of the water available?				SC
D. Indicate the sanitary sewer system the Land is connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☒ Other				SC
E. Are you aware of any problems with the sanitary sewer system?				SC
F. Are there any current service contracts (i.e., septic removal or maintenance)?				SC
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				SC

SC [] [] [] []
INITIALS

COPYRIGHT - BC REAL ESTATE ASSOCIATION
WEBForms® Apr 2013

DATE OF DISCLOSURE

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ADDRESS: lot # 1-20 Heritage Drive

Lake Country, B.C.

V4V 2L3

3. BUILDING: (Not Applicable)	YES	NO	DO NOT KNOW	DOES NOT APPLY
4. GENERAL:				
A. Are you aware if the Land has been used as a marijuana grow operation or to manufacture illegal drugs?		SC		
B. Are you aware of any material latent defect as defined in the Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?		SC		
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?		SC		

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

- (a) a defect that renders the real estate
- (i) dangerous or potentially dangerous to the occupants
 - (ii) unfit for habitation

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____, 2015. The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the buyer's choice.

BUYER(S) _____

BUYER(S) _____

The seller and the buyer understand that neither the listing nor selling agencies or their representatives warrant or guarantee the information provided about the Land.

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BC1008 REV. NOV 2012

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WEBForms® Apr/2013

MLS® No. 10089346

DATE: June 16, 2015

RE: ADDRESS 9112 Heritage DR

V4V 1N3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 8, 2015

MADE BETWEEN Heritage Ridge Estates LTD. AS SELLER, AND

Kyle Aaron Kofoed AS BUYER AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

"FOR GOOD AND VALUABLE CONSIDERATION"

The Buyer and Sellers mutually agree to amend dates as follows:

Completion, Possession, and Adjustments from July 20, 2015 to July 30, 2015

Final Subject removals from June 19, 2015, to June 29, 2015

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID AGREEMENT REMAIN THE SAME AND IN FULL FORCE AND EFFECT. TIME SHALL REMAIN OF THE ESSENCE.

(WITNESS TO SELLER'S SIGNATURE)

(SELLER'S SIGNATURE)

(WITNESS TO SELLER'S SIGNATURE)

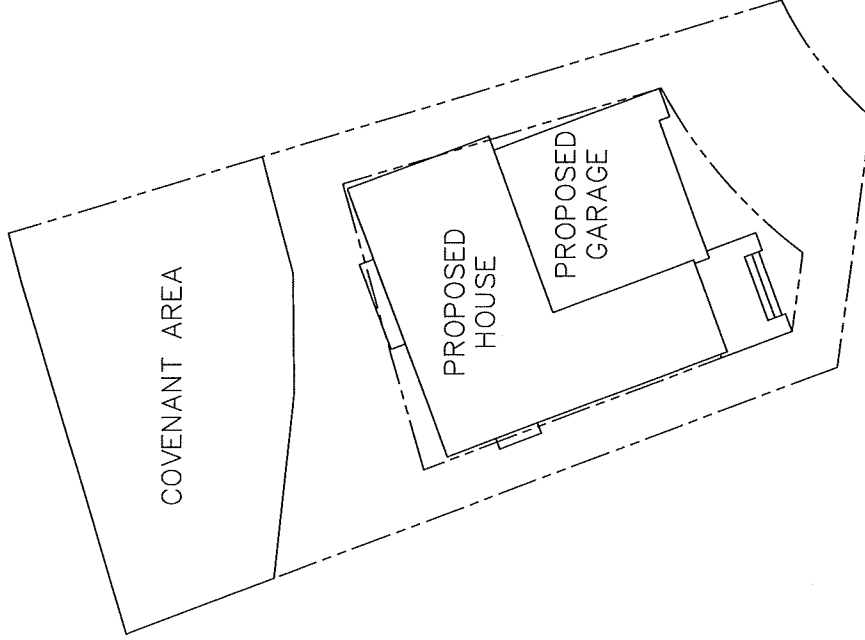
(SELLER'S SIGNATURE)

(WITNESS TO BUYER'S SIGNATURE)

(BUYER'S SIGNATURE)

(WITNESS TO BUYER'S SIGNATURE)

(BUYER'S SIGNATURE)



1 SITE PLAN
1/16" = 1'-0"

KOFOED HOUSE

11 HERITAGE DRIVE
KELOWNA, BC

PROJECT NUMBER
15007

SCALE
AS SHOWN

DRAWN BY
CJH

SITE PLAN

NO.	REVISION	DATE
C	ISSUED FOR REVIEW	JUNE 18/13
B	ISSUED FOR REVIEW	JUNE 17/13
A	ISSUED FOR REVIEW	JUNE 15/13

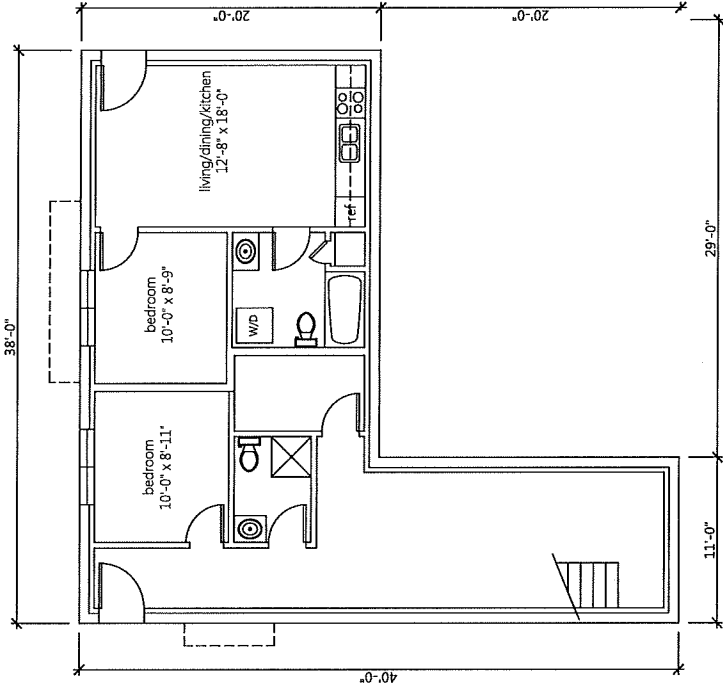
DRAWING NO.

A1.1

REVISION NO.
C

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STAMP/PRINT



① FOUNDATION PLAN
1/8" = 1'-0"

FLOOR AREA: 1020 SQ FT
SUITE AREA: 373 SQ FT

KOFOED HOUSE

11 HERITAGE DRIVE
KELOWNA, BC

PROJECT NUMBER
15007

SCALE
AS SHOWN

DRAWN BY
CJH

FOUNDATION PLAN

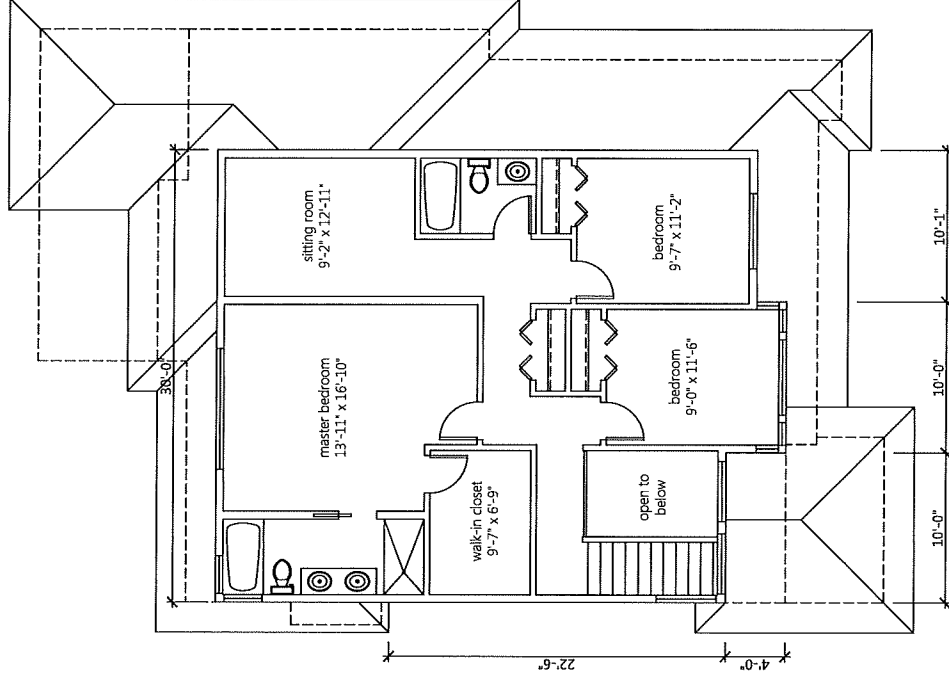
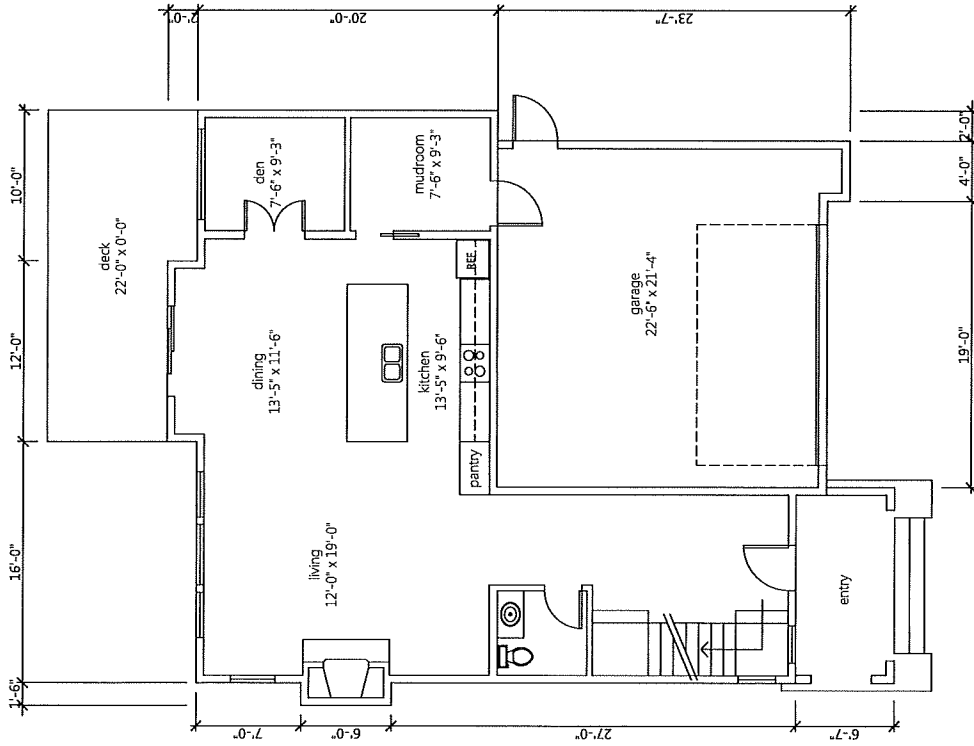
C	ISSUED FOR REVIEW	JUNE 18/13
B	ISSUED FOR REVIEW	JUNE 17/13
A	ISSUED FOR REVIEW	JUNE 15/13
NO.	REVISION	DATE

DRAWING NO.

A2.1

REVISION NO.
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KOFOED HOUSE
11 HERITAGE DRIVE
KELOWNA, BC

PROJECT NUMBER: 15007
SCALE: AS SHOWN
DRAWN BY: CJH

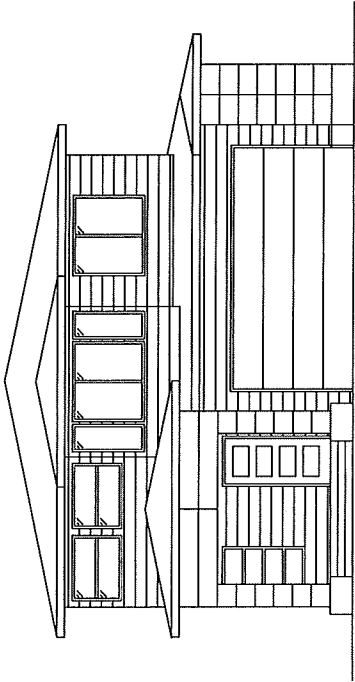
MAIN AND SECOND FLOOR PLAN

NO.	REVISION	DATE	DRAWING NO.
C	ISSUED FOR REVIEW	JUNE 19/15	
B	ISSUED FOR REVIEW	JUNE 17/15	
A	ISSUED FOR REVIEW	JUNE 15/15	

A2.2
REVISION NO. C

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STAMP / PERMIT



1 FRONT ELEVATION
1/8" = 1'-0"

KOFOED HOUSE

11 HERITAGE DRIVE
KELOWNA, BC

PROJECT NUMBER	15007
SCALE	AS SHOWN
DRAWN BY	CJH

ELEVATIONS

C	ISSUED FOR REVIEW	JUNE 16/15
B	ISSUED FOR REVIEW	JUNE 17/15
A	ISSUED FOR REVIEW	JUNE 15/15
NO.	REVISION	DATE

DRAWING NO.

A3.1

REVISION NO. C

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