

Cowichan Valley Regional District  
175 Ingram Street Duncan B.C.

Information Package for Sale of:

Civic Address: Lot 15 Mallard Way

Legal Description: PID 029-747-040,  
Lot 15, Sections 5 and 6, Range 4, Cowichan District, Plan EPP51947

## 1. Opportunity to Purchase

- (a) The Cowichan Valley Regional District (CVRD) is the registered owner of the following parcel of land located in Cowichan Bay, Electoral Area D:

Civic Address: Lot 15, Mallard Way

Legal Description: PID 029-747-040, Lot 15, Sections 5 and 6, Range 4, Cowichan District, Plan EPP51947

(the "Property")

- (b) The CVRD is interested in receiving offers to purchase the Property. The purpose of this Information Package is to provide general information about the Property and the process by which offers to purchase may be submitted.

## 2. Property Details

**Zoning:** The Zoning for the Property is R3- Village Residential, CVRD Zoning Bylaw No. 3705. An unofficial consolidation of the Zoning Bylaw is available for review on the CVRD's website at [www.cvrld.bc.ca/232/Zoning-Bylaws](http://www.cvrld.bc.ca/232/Zoning-Bylaws) . If you have any questions concerning the applicable zoning regulations, please stop into the CVRD office and talk to a planner on duty.

**Building Regulations:** The CVRD regulates building construction through its Building Regulation Bylaw No. 3422. No construction may commence on the Property without a building permit. The successful purchaser will be fully responsible for compliance with the regulations under the applicable Zoning Bylaw and the Building Bylaw.

**Lot Size:** Irregular in shape, 613 square metres (approximate).

**Details:** The subject property is a vacant residential lot located in a new residential subdivision in Cowichan Bay approximately 10 km south east of Duncan. The property slopes up from the road and has some distant views. The property is serviced with sewer, water and storm-drain connections.

**Charges and Encumbrances:** A copy of a recent title search is attached as Schedule "A". Each prospective purchaser is responsible for obtaining copies of the charges and encumbrances referred to in the title search and for satisfying themselves as to the state of title. CVRD makes no representation or warranty as to the state of title. Prospective purchasers are responsible to seek their own legal advice as to the state of title and the nature of the charges and encumbrances.

## 3. Process for Submitting Offers

- (a) Offers to Purchase can be submitted by email or in a sealed envelope, and delivered to the CVRD before 4:00 pm on June 22, 2018, to the following address:

Cowichan Valley Regional District  
175 Ingram Street Duncan B.C.  
Attention: Anthony Jeffery  
Email: [purchasing@cprd.bc.ca](mailto:purchasing@cprd.bc.ca)

- (b) Offers to Purchase received after the date and time referred to above may be rejected and the CVRD is under no obligation to consider late offers.
- (c) The CVRD's preferred form of Offer to Purchase/Contract of Purchase and Sale is attached as Schedule "B" (the "Offer to Purchase"). Amendments or changes to the terms and conditions of the Offer to Purchase may result in rejection of an Offer to Purchase. Prospective purchasers are responsible to obtain their own legal advice as to the terms and conditions set out in the Offer to Purchase.
- (d) The minimum acceptable price for the sale of the Property is \$185,000 plus GST.
- (e) Any conditions precedent for the purchaser's benefit ("subject to satisfactory financing", etc.) must be clearly stated in the space provided in the Offer to Purchase. Preference may be given to "clean", i.e. unconditional offers.
- (f) Directors, officers and employees of the CVRD and members of their immediate families are not entitled to submit Offers to Purchase.

#### **4. Process for Evaluation of Offers/Contract of Purchase and Sale**

- (a) All Offers to Purchase that are received are subject to approval by the Board of the CVRD, and the CVRD will not be bound under the terms of any offer to purchase unless and until a written agreement for the sale and purchase of the Property has been approved by Board, and executed by the CVRD's authorized signatories. The submission of an Offer to Purchase in response to this Information Package will not give rise to any contractual obligations on the CVRD's part unless and until the CVRD accepts that offer and executes the Offer to Purchase. Upon CVRD's acceptance of an Offer to Purchase and its communication of that acceptance to the purchaser, the purchaser will be legally obliged to complete the purchase of the Property under the terms of the resulting Contract of Purchase and Sale.
- (b) In the event multiple offers of equal value are received, the CVRD may make its acceptance of an Offer to Purchase by way of coin toss or other random method of selection – persons submitting Offers to Purchase are not entitled to witness the coin toss, and CVRD's selection of the purchaser in the event of a coin toss or other random method of selection will be final and conclusive. The

selected purchaser will be notified in writing and will be expected to satisfy any applicable conditions of the Contract of Purchase and Sale.

The CVRD reserves the right, in its sole discretion, to:

- (i) accept or reject any Offer to Purchase;
  - (ii) negotiate the terms and conditions of a Contract of Purchase and Sale with any prospective purchaser without offering the modified terms and conditions to other prospective purchasers;
  - (iii) reject all Offers to Purchase;
  - (iv) enter into negotiations with, and sell the Property to, a person whose offer does not conform to the process for submission of offers as set out in this Information Package;
  - (v) sell the Property to the purchaser whose Offer to Purchase represents best overall value to the CVRD.
- (c) Offers to Purchase may be revoked, in writing, at any time up to the CVRD's communication of its acceptance of the offer.

## **5. Deposits**

Upon CVRD's communication of its acceptance of an Offer to Purchase, the successful purchaser will be required to provide the CVRD with a deposit of at least 10% of the offered purchase price within 48 hours of acceptance. The amount of the Deposit must be stated in the Offer to Purchase in the space provided. The terms and conditions for submission of the deposit are as set out in the Offer to Purchase.

## **6. Commissions**

The CVRD is not represented by a real estate agent or brokerage with respect to the sale of the Property. The successful purchaser is solely responsible for the payment of any commission or fee payable to a real estate agent or brokerage that has been retained by the purchaser, or that assists the purchaser with the submission of an Offer to Purchase and/or the purchase of the Property.

## **6. Disclaimer**

The information provided in this Information Package is for the general information of interested purchasers. The CVRD makes no representations or warranties with respect to the Property or the information contained in or attached to this Information Package. None of the statements or information contained in this Information Package will form part of any Contract of Purchase and Sale unless the CVRD expressly agrees in writing under the terms of that contract. Each prospective purchaser is solely responsible for the following:

- (a) satisfying himself or herself as to the state of title to Property;
- (b) reviewing and satisfying themselves as to the restrictions on use and construction

- (c) that apply under the Zoning Bylaw and the Building Bylaw;  
making any and all other inquiries that a diligent and reasonable purchaser would make in similar circumstances, including inquires as to environmental or geotechnical matters.

Schedule A  
Title Search

**TITLE SEARCH PRINT**

2017-12-06, 13:26:15

File Reference:

Requestor: Tanya Soroka

Declared Value \$1

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*****Land Title District**

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA4910771

CA4910734

**Application Received**

2016-01-05

**Application Entered**

2016-01-25

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

COWICHAN VALLEY REGIONAL DISTRICT  
175 INGRAM STREET  
DUNCAN, BC  
V9L 1N8**Taxation Authority**

Nanaimo/Cowichan Assessment Area

**Description of Land**

Parcel Identifier:

029-747-040

Legal Description:

LOT 15 SECTIONS 5 AND 6 RANGE 4 COWICHAN DISTRICT PLAN EPP51947

**Legal Notations**

NONE

**Charges, Liens and Interests**

Nature:

EASEMENT

Registration Number:

224696G

Remarks:

INTER ALIA

PART OUTLINED IN YELLOW ON PLAN 1659R, DD 281532I,  
APPURTENANT TO THAT PART OF OF LOT 1, PLAN 10957  
OUTLINED IN RED ON PLAN 1659R

**TITLE SEARCH PRINT**

2017-12-06, 13:26:15

File Reference:

Requestor: Tanya Soroka

Declared Value \$1

Nature:	UNDERSURFACE RIGHTS
Registration Number:	M76302
Registration Date and Time:	1983-08-03 08:00
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Remarks:	INTER ALIA SECTION 172(3) LOT 1 PLAN 10957, EXCEPT THAT PART OF SAID LOT SHOWN OUTLINED IN RED ON PLAN 1659-R AND EXCEPT PARTS IN PLANS 15342, 16358, 18893, VIP81664 AND EPP16402

Nature:	COVENANT
Registration Number:	CA2450817
Registration Date and Time:	2012-03-23 11:02
Registered Owner:	COWICHAN VALLEY REGIONAL DISTRICT
Remarks:	INTER ALIA

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
-------------------------------------	------------------

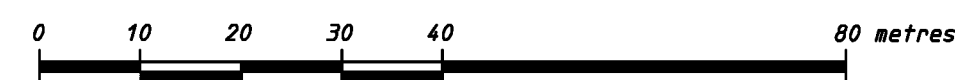
<b>Transfers</b>	NONE
------------------	------

<b>Pending Applications</b>	NONE
-----------------------------	------



**SUBDIVISION PLAN OF PART OF LOT 1, SECTION 5, RANGE 4, COWICHAN DISTRICT, PLAN 10957, EXCEPT THAT PART OF SAID LOT SHOWN OUTLINED IN RED ON PLAN 1659-R, AND EXCEPT PART IN PLANS 15342, 16358, 18893 VIP81664 AND EPP16402; AND PART OF PARCEL B (DD 47244I) OF SECTION 6 RANGE 4, COWICHAN DISTRICT, EXCEPT PART IN PLANS 4159 4307, 8219, 9529, 17353, 19696 AND VIP81664.**

BCGS 92B. 072



The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1: 750.

LEGEND

Grid bearings are derived from differential carrier phase GNSS observations and are referred to the central meridian of UTM Zone 10. To obtain local astronomic bearings referred to the meridian through GPS1, subtract  $0^{\circ}28'19''$ .

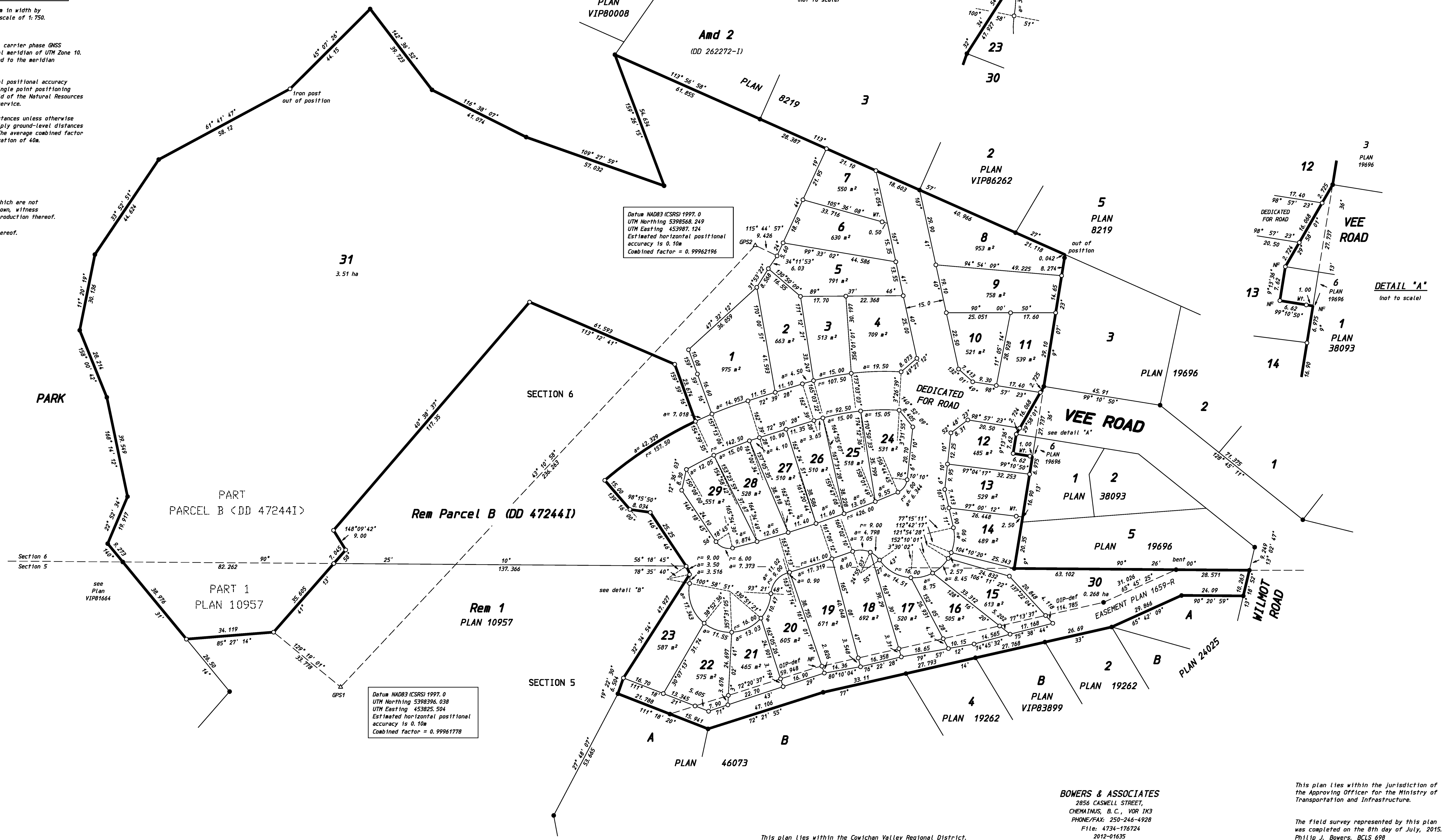
*The UTM coordinates and estimated horizontal positional accuracy achieved are derived from dual frequency single point positioning tied to Canadian Active Control with the aid of the Natural Resources Canada Phase Differential Post-Processing service.*

*This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by average combined factor of 0.99961987. The average combined factor has been defined based on an ellipsoid elevation of 40m.*

- *standard iron post found.*
  - *standard iron post placed.*
  - △ *traverse hub*
- OIP-def old iron post to deflection*

*Note:  
This plan shows one or more witness posts which are not  
set on the true corner. Unless otherwise shown, witness  
posts are set on the property line or the production thereof.*

*All distances are in metres and decimals thereof.*



**BOWERS & ASSOCIATES**  
2856 CASWELL STREET,  
CHEMAINUS, B. C., V0R 1K3  
PHONE/FAX: 250-246-4928  
File: 4734-176724  
2012-01635

*This plan lies within the jurisdiction of the Approving Officer for the Ministry of Transportation and Infrastructure.*

The field survey represented by this plan  
was completed on the 8th day of July, 2015.  
Philip J. Bowers, BCLS 698

This plan lies within the Cowichan Valley Regional District.

Schedule B  
Offer to Purchase/Contract of Purchase and Sale

**OFFER TO PURCHASE/  
CONTRACT OF PURCHASE AND SALE**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Address

(the "**Purchaser**")

OF THE FIRST PART

AND:

**COWICHAN VALLEY REGIONAL DISTRICT**

175 Ingram Street  
Duncan, BC V9L 1N8

(the "**Vendor**")

OF THE SECOND PART

**WHEREAS:**

- A. The Vendor is the registered owner in fee simple of the land in Cowichan Bay, British Columbia, legally described as:

PID: 029-747-040

Lot 15, Section 5&6, Range 4, Cowichan District, Plan EPP51947

(the "**Property**").

- B. The Purchaser wishes to acquire all of the Vendor's right, title, and interest in and to the Property on the terms and conditions set out in this Agreement.

### **1.0 PURCHASE AND SALE**

- 1.1 The Purchaser agrees to purchase the Property from the Vendor on the terms and conditions contained in this Agreement.
- 1.2 Title to the Property will be free and clear of all liens, charges, and encumbrances except for those liens, charges and encumbrances listed in Schedule "A" (the "Permitted Encumbrances").

### **2.0 PURCHASE PRICE**

- 2.1 The total purchase price for the Property will be \$ \_\_\_\_\_ (the "Purchase Price").

### **3.0 DEPOSIT**

- 3.1 A deposit of \$ \_\_\_\_\_ (the "Deposit") will be paid to the Vendor within 48 hours of the Vendor's acceptance of the Purchaser's offer, and will be held pending completion of the purchase and sale of the Property.
- 3.2 The Deposit will be returned to the Purchaser, without interest, if the Purchaser does not notify the Vendor of the satisfaction or waiver of any of the conditions precedent set out in section 8.1 of this Agreement in the manner and within the time provided therein.
- 3.3 Unless the Purchase Price is paid and the other terms of this Agreement complied with by the Purchaser within the times required, the Vendor may, at its option, cancel this Agreement and in such event the Deposit will be non-refundable and forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

### **4.0 ADJUSTMENTS**

- 4.1 The Vendor and Purchasers will make adjustments with respect to real property taxes, utilities, rents and all other items normally adjusted between a vendor and purchaser on the sale of similar property.

### **5.0 COMPLETION DATE**

- 5.1 The sale of the Property will be completed on the day that is thirty days following the Vendor's acceptance of the Purchaser's offer (the "Completion Date"), at the Victoria Land Title Office. If the Land Title Office is closed that day, the sale will be

completed on the next day that the Land Title Office is open.

## **6.0 RISK**

- 6.1 The Property shall be at the risk of the Vendor until 12.01 a.m. on the Completion Date. After that time, the Property shall be at the risk of the Purchaser.

## **7.0 POSSESSION**

- 7.1 The Vendor shall deliver vacant possession of the Property to the Purchaser at 5:00 p.m. on the Completion Date.

## **8.0 CONDITIONS PRECEDENT**

- 8.1 The obligation of the Purchaser to complete the purchase of the Land on the Completion Date is subject to the following conditions precedent (the “**Purchaser’s Conditions Precedent**”) being in effect or satisfied within the time herein provided:

- (a) \_\_\_\_\_  
\_\_\_\_\_.
- (b) \_\_\_\_\_  
\_\_\_\_\_.

## **9.0 REPRESENTATIONS AND WARRANTIES**

- 9.1 The Vendor has supplied the Purchaser with an information package respecting the Property, which information package does not form part of this Agreement. The Purchaser has not relied on any information in the Vendor’s information package without independently verifying the same, and releases and will hold harmless the Vendor from any claims, liabilities, losses, damages or costs suffered or incurred by the Purchaser as a result of any inaccuracy or misstatement in the Vendor’s information package.
- 9.2 The Vendor has made no representations, warranties, conditions, statements, agreements, inducements or promises whatsoever, express or implied, with respect to the Property or any other aspect of this Agreement, whether statutory, express or implied, oral or written, legal, equitable, collateral or otherwise, all of which are expressly excluded, and with respect to, without limitation:
- (a) the fitness for any particular purpose or use, zoning, suitability for development, marketability, value, condition, quality, the boundaries or dimensions of the Property, or the availability of services to the Property;
- (b) the conditions of the soil, sub-surface conditions, or the suitability or bearing

capacity of the soil for building purposes;

- (c) the presence or absence of any environmental contaminants within the soil;
- (d) any other matter or thing whatsoever in respect of any or all of the Property or otherwise affecting this Agreement.

9.3 The Purchaser represents and warrants that he is not:

- (a) a director, officer or employee of the Cowichan Valley Regional District; or
- (b) a member of the immediate family of a director, officer or employee of the Cowichan Valley Regional District.

#### **10.0 DELIVERY OF CONVEYANCING DOCUMENTS**

10.1 On or before the Completion Date, the Vendor shall deliver to the Purchaser a conveyance in registrable form by way of a Form A Transfer, and other documents as may be necessary to register the Purchaser's interest under the *Land Title Act* (British Columbia) and to otherwise complete the purchase and sale of the Property (the "**Closing Documents**").

10.2 The Purchaser shall bear all costs of preparation and registration of the Closing Documents.

#### **11.0 PROPERTY TRANSFER TAX AND GOODS AND SERVICES TAX**

11.1 The Purchase Price does not include Property Transfer Tax, Goods and Services Tax ("GST") or any like or similar taxes.

11.2 The Purchaser is responsible to pay the Property Transfer Tax upon closing.

11.3 The Vendor is registered for GST purposes, and will collect any GST payable from the Purchaser on closing and will account for the same with the Canada Revenue Agency.

#### **12.0 CLOSING**

12.1 All documents required to effect the transfer of the Property to the Purchaser will be delivered to the Purchaser in registerable form and lodged for registration by the Purchaser's Lawyer or Notary in the Victoria Land Title Office by 4 p.m. on the Completion Date.

12.2 The Purchaser is responsible for all costs of the conveyance and, if applicable, the costs of arranging a mortgage.

12.3 If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date,

may wait to pay the Purchase Price to the Vendor 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 Purchaser has:

- (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
- (c) made available to the Vendor 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, such undertakings to be consistent with the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings.

12.4 Tender or payment of the Purchase Price by the Purchaser to the Seller shall be by way of certified cheque, bank draft, or lawyer's or notary's trust cheque.

### **13.0 NOTICE**

13.1 Any notices or documents or deliveries required under this Agreement may be served or made on the Purchaser and the Vendor by:

- (a) delivery by hand;
- (b) by sending by registered mail from within the Province of British Columbia to the addresses set out on page one of this Agreement;
- (c) by email:

to the Vendor at: [purchasing@cvrd.bc.ca](mailto:purchasing@cvrd.bc.ca)

to the Purchaser at: \_\_\_\_\_

- (d) by such other means as the parties may agree to or direct from time to time.

### **14.0 COMMISSION**

14.1 The Vendor is not represented by a real estate agent or brokerage with respect to the sale of the Property. The Purchaser is solely responsible for the payment of any commission or fee payable to a real estate agent or brokerage that has been retained by the Purchaser, or that assisted the Purchaser with the submission of the Offer to Purchase and/or the purchase of the Property.

## **15.0 TIME**

15.1 Time is of the essence of this Agreement.

## **16.0 ACCEPTANCE**

16.1 Upon the Vendor's acceptance of the Purchaser's offer, this Agreement shall form a binding agreement for the purchase and sale of the Property upon the terms and conditions set out in this Agreement.

## **17.0 INTERPRETATION**

17.1 Wherever the singular or masculine are used throughout this document, the same shall be construed as the plural or the feminine or neuter gender wherever the parties or the context so require. The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **18.0 FURTHER ASSURANCES**

18.1 Each of the parties shall, at the expense of the Purchaser, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

## **19.0 NON-MERGER**

19.1 None of the provisions of this Agreement shall merge in the transfer of the Property or any other document delivered on the Completion Date, and the provisions of this Agreement shall survive the Completion Date.

## **20.0 NO DEROGATION FROM STATUTORY POWERS**

20.1 Nothing in this Agreement shall be interpreted as prejudicing or impairing the Vendor in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed.

## **21.0 ASSIGNMENT**

21.1 The Purchaser shall not assign its interest in this Agreement or its right to purchase the Property under this Agreement to any person without the advance written consent of the Vendor.

## **22.0 NO WAIVER**

22.1 A waiver by the Vendor of any requirement or time limit contained within this Agreement shall not be deemed to be a waiver of any other requirement or time limit, nor of any of the Vendor's rights under this Agreement.



## 23.0 AMENDMENT

23.1 This Agreement may not be amended except by written agreement of the parties.

## 24.0 BINDING EFFECT

24.1 This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

## 25.0 ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

**THIS OFFER TO PURCHASE IS EXECUTED BY THE PURCHASER** at \_\_\_\_\_,  
British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2018, and is open for acceptance until  
\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**Witness**

Address

Occupation

$$\begin{array}{c} ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \end{array}$$

Print Name of Purchaser

Print Name of Purchaser

**THIS OFFER TO PURCHASE IS HEREBY ACCEPTED AND EXECUTED BY THE  
VENDOR** at Duncan, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COWICHAN VALLEY REGIONAL )  
DISTRICT** by its authorized signatories: )

\_\_\_\_\_)  
John Lefebure, Board Chair )

\_\_\_\_\_)  
Joe Barry, Corporate Secretary )

## **SCHEDULE "A"**

### **Permitted Encumbrances**

1. Easement 224696G
2. Undersurface Rights M76302
3. Covenant CA2450817
4. Any subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or or contained in any other grant or disposition from the Crown.