

**TITLE SEARCH PRINT**

File Reference:

Declared Value \$94666

2017-12-05, 10:12:25

Requestor: Lorne Gait

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

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA5131925

CA4245287

**Application Received**

2016-04-25

**Application Entered**

2016-05-04

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

JOHN RONALD GEORGE STRINGER, RCMP OFFICER

11751 - 11TH AVENUE SE

SALMON ARM, BC

V1E 2E3

WENDY ALICE ROSEN, REGISTERED NURSE

2543 BECK ROAD

ABBOTSFORD, BC

V2S 4S3

AS JOINT TENANTS

**Taxation Authority**

Nanaimo/Cowichan Assessment Area

**Description of Land**

Parcel Identifier:

006-356-362

Legal Description:

LOT 20, DISTRICT LOT 41, OYSTER DISTRICT, PLAN 2519, EXCEPT PARTS  
IN PLANS 8993, 43985 AND EPP28332**Legal Notations**

NONE

**Charges, Liens and Interests**

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

INTER ALIA

AFB 9.693.7434A DD 9855 SECTION 172(3) 161661G

FOR ACTUAL DATE AND TIME OF REGISTRATION

SEE ORIGINAL GRANT FROM E &amp; N RAILWAY COMPANY

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**TITLE SEARCH PRINT**

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Requestor: Lorne Gait

**Transfers**

NONE

**Pending Applications**

NONE

PARCEL IDENTIFIER (PID): 006-356-362

SHORT LEGAL DESCRIPTION:S/2519/////20

MARG:PART SUB BY EPP28332

TAXATION AUTHORITY:

1 Nanaimo/Cowichan Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

LOT 20, DISTRICT LOT 41, OYSTER DISTRICT, PLAN 2519, EXCEPT PARTS  
IN PLANS 8993, 43985 AND EPP28332

MISCELLANEOUS NOTES:

1057 RW

DF N54144

43985 SRW

ASSOCIATED PLAN NUMBERS:

RIGHT OF WAY PLAN VIP1057RW

SUBDIVISION PLAN VIP2519

PLAN VIP43985

SUBDIVISION PLAN VIP8993

SUBDIVISION PLAN EPP28332

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

## INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT LAND ONLY

This form is intended to be used for vacant land.

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

### EFFECT OF THE PROPERTY DISCLOSURE STATEMENT:

The property disclosure statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

"The attached Property Disclosure Statement dated  
\_\_\_\_\_ yr. \_\_\_\_\_ is incorporated into  
and forms part of this contract."

### ANSWERS MUST BE COMPLETE AND ACCURATE:

The property disclosure statement is designed, in part, to protect the seller by establishing that all relevant information concerning the premises has been provided to the buyer. It is important that the seller not answer "do not know" or "does not apply" if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the premises.

### BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES:

The buyer must still make the buyer's own inquiries after receiving the property disclosure statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the premises may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the property disclosure statement or on an inspection report.

### FOUR IMPORTANT CONSIDERATIONS:

1. The seller is legally responsible for the accuracy of the information which appears on the property disclosure statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the property disclosure statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the property disclosure statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a property disclosure statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a property disclosure statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the property disclosure statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

# PROPERTY DISCLOSURE STATEMENT LAND ONLY

Date of disclosure: April 25, 2017

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

**ADDRESS:** Lot 20 Trans Canada Highway Ladysmith, BC

(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?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
B. Are you aware of any existing tenancies, written or oral?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
B. Are you aware of any past or present underground oil storage tank(s) on the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
C. Is there a survey certificate available?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
D. Are you aware of any current or pending local improvement levies/charges?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
E. Have you received any other notice or claim affecting the Land from any person or public body?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
F. Is the Land managed forest lands?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
G. Is the Land in the Agricultural Land Reserve?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
H. Are you aware of any past or present fuel or chemical storage anywhere on the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
I. Are you aware of any fill materials anywhere on the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
J. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
K. Are you aware of any uncapped or unclosed water wells on the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
L. Are you aware of any water licences affecting the Land?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
M. Has the Land been logged in the last five years?		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
(i) If yes, was a timber mark/licence in place?				<input checked="" type="checkbox"/>	
(ii) If yes, were taxes or fees paid?				<input checked="" type="checkbox"/>	
N. Is there a plot plan available showing the location of wells, septic systems, crops etc.		<i>mc</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>2. SERVICES</b>					
A. Indicate the water system(s) the Land uses: Municipal <input checked="" type="checkbox"/> Community <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____					
B. Are you aware of any problems with the water system?			<input checked="" type="checkbox"/>		
C. Are records available regarding the quantity and quality of the water available?					
D. Indicate the sanitary sewer system the Land is connected to: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected <input checked="" type="checkbox"/> Other _____					
E. Are you aware of any problems with the sanitary sewer system?					
F. Are there any current service contracts (i.e., septic removal or maintenance)?					
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?					

*mc* ☐ ☐ ☐ ☐  
INITIALS

April 25, 2017

PAGE 2 of \_\_\_\_\_ PAGES

DATE OF DISCLOSURE

ADDRESS: Lot 20 Trans Canada Highway

Ladysmith, BC

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?		ML		
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?		ML		
C. Are you aware if the property, of 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?		ML		

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.)**

2 A. Municipal water supply available at NW and W points of property boundary.

2 D. Municipal sewer will be available once the property is re-zoned to Residential within the Town of Ladysmith.

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 2 day of \_\_\_\_\_ yr. \_\_\_\_\_. 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.

\*PREC represents Personal Real Estate Corporation

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BC1008 REV. NOV 2016

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### 5.3 **R-2** SUBURBAN RESIDENTIAL 2 ZONE

Subject to compliance with the general regulations detailed in Part 3 of this Bylaw, the following regulations apply in the R-2 Zone:

#### 1. **Permitted Uses**

The following principal uses and no others are permitted in the R-2 Zone:

- (a) Single family dwelling;

The following accessory uses are permitted in the R-2 Zone:

- (b) Restricted agriculture;
- (c) Bed and breakfast accommodation;
- (d) Home-based business;
- (e) Secondary suite, on parcels 0.4 ha or larger in area;
- (f) Residential day care centre;
- (g) Buildings and structures accessory to a principal permitted use.

#### 2. **Minimum Parcel Size**

The minimum parcel size in the R-2 Zone is 1 hectare for parcels not connected to a community sewer system, and 0.4 hectare for parcels connected to a community sewer system.

#### 3. **Number of Dwellings**

Not more than one dwelling is permitted on a parcel under 0.4 hectare in area, that is zoned R-2. For parcels zoned R-2 that are 0.4 hectare in area or larger, one secondary suite is also permitted.

#### 4. **Setbacks**

The following minimum setbacks apply in the R-2 Zone:

Type of Parcel Line	Principal and Accessory Residential Use	Restricted Agricultural Use
Front parcel line	7.5 metres	30 metres
Interior side parcel line	3.0 metres	15 metres
Exterior side parcel line	4.5 metres	15 metres
Rear parcel line	7.5 metres	15 metres

#### 5. **Height**

In the R-2 Zone, the height of all principal buildings and structures shall not exceed 10 metres, and the height of all accessory buildings shall not exceed 6 metres, except in accordance with Section 3.8 of this Bylaw.

#### 6. **Parcel Coverage**

The parcel coverage in the R-2 Zone shall not exceed 25 percent for all buildings and structures.

#### 7. **Parking**

Off-street parking spaces in the R-2 Zone shall be provided in accordance with Section 3.13 of this Bylaw.

### 5.3A

Subject to compliance with the general regulations detailed in Part 3 of this Bylaw, the following regulations apply in the R-2A Zone:

#### 1. Permitted Uses

The following principal uses and no others are permitted in the R-2A Zone:

- (a) Single family dwelling;

The following accessory uses are permitted in the R-2A Zone:

- (b) Restricted agriculture, horticulture;
- (c) Bed and breakfast accommodation;
- (d) Home-based business;
- (e) Secondary suite, on parcels 0.4 ha or larger in area;
- (f) Accessory dwelling unit, on parcels 0.4 ha or larger in area;
- (g) Residential day care centre;
- (h) Buildings and structures accessory to a principal permitted use.

#### 2. Minimum Parcel Size

The minimum parcel size in the R-2A Zone is 1 hectare for parcels not connected to a community sewer system, and 0.4 hectare for parcels connected to a community sewer system.

#### 3. Number of Dwellings

Not more than one dwelling is permitted on a parcel under 0.4 hectare in area, that is zoned R-2A. For parcels zoned R-2A that are 0.4 hectare in area or larger, one secondary suite or accessory dwelling unit is also permitted.

#### 4. Setbacks

The following minimum setbacks apply in the R-2A Zone:

Type of Parcel Line	Principal and Accessory Residential Use	Restricted Agricultural Use
Front parcel line	7.5 metres	30 metres
Interior side parcel line	3.0 metres	15 metres
Exterior side parcel line	4.5 metres	15 metres
Rear parcel line	7.5 metres	15 metres

#### 5. Height

In the R-2A Zone, the height of all principal buildings and structures shall not exceed 10 metres, and the height of all accessory buildings shall not exceed 6 metres, except in accordance with Section 3.8 of this Bylaw.

#### 6. Parcel Coverage

The parcel coverage in the R-2A Zone shall not exceed 25 percent for all buildings and structures.

#### 7. Parking

Off-street parking spaces in the R-2A Zone shall be provided in accordance with Section 3.13 of this Bylaw.