

VILLAGE OF BURNS LAKE

Invitation to Tender - Village Heights

INVITATION TO TENDER

Sale of Residential Lots, Village Heights Subdivision

1. Invitation

The Village of Burns Lake (the “Village”) invites sealed tenders for the purchase of the residential lots described below in the Village Heights subdivision, located at the end of Aspen Street, Burns Lake, BC.

2. The Lots

The Village offers the following lots for sale. Each lot is offered individually, and a bidder may submit a tender on more than one lot.

Legal description	Civic address	Area (m ²)	Area (sq ft)	Upset (minimum) price
Lot 1, Plan EPP149335	442 Aspen Street	735.4	7,917	\$71,000
Lot 2, Plan EPP149335	440 Aspen Street	718.9	7,739	\$70,000
Lot 3, Plan EPP149335	436 Aspen Street	834.2	8,980	\$81,000
Lot 4, Plan EPP149335	434 Aspen Street	834.2	8,980	\$81,000
Lot 5, Plan EPP149335	432 Aspen Street	811.1	8,731	\$79,000
Lot 6, Plan EPP149335	430 Aspen Street	671.8	7,232	\$65,000
Total		4,606.6	49,579	\$447,000

Full legal descriptions and Parcel Identifiers (PID):

Lot 1, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-922, 442 Aspen Street

Lot 2, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-931, 440 Aspen Street

Lot 3, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-949, 436 Aspen Street

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Lot 4, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-957, 434 Aspen Street

Lot 5, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-965, 432 Aspen Street

Lot 6, Plan EPP149335, Part of District Lot 5345, Range 5, Coast District, PID 032-812-973, 430 Aspen Street

Each lot is identified by its legal description, PID and civic address above.

3. Servicing

The lots are sold on a fully serviced basis. The Village will complete, at its cost, the deep and shallow utilities (water, sanitary sewer, electrical service from BC Hydro, telephone from Telus, and natural gas from Pacific Northern Gas), together with street lighting, sidewalks and paving. Servicing is expected to be substantially complete by approximately October 15, 2026. Completion of each purchase will be scheduled to follow confirmation that servicing is substantially complete. The Village does not warrant a specific completion date, and closing will occur following confirmation of servicing completion.

4. Upset price

Each lot has an upset (minimum) price as set out in the table above. A tender below the upset price for a lot will not be considered for that lot.

5. How to submit a tender

- Tenders must be submitted on the Village's Tender Form, one form per lot.
- Each tender must be accompanied by a deposit of [10 percent of the tendered amount / \$____] by certified cheque or bank draft payable to the Village of Burns Lake.
- Tenders must be submitted in a sealed envelope marked "Village Heights Lot Tender - Lot [number]" and delivered to the Corporate Officer, Village of Burns Lake, 15-3rd Ave., Burns Lake, BC, no later than **3:00 pm on Wednesday, August 26, 2026**.
- Tenders received after the closing time will not be accepted.

6. Opening and award

Tenders will be opened by Village staff following the closing time. Each lot is evaluated separately, and the Village will not consider combined or package offers. The Village will consider the highest compliant tender at or above the upset price for each lot. The Village

reserves the right to reject all tenders and to cancel this process at any time before contracts of purchase and sale are signed and may waive minor irregularities. Award of any lot is subject to authorization by Council.

7. Deposit and completion

- The deposit of a successful bidder will be applied to the purchase price on completion.
- If a successful bidder fails to complete the purchase, the deposit is non-refundable and is forfeited to the Village.
- The balance of the purchase price is due on the completion date, which will be set following confirmation of servicing completion.
- Deposits of unsuccessful bidders will be returned.

8. Terms of sale

- The lots are sold on an “as is, where is” basis, except for the servicing the Village has agreed to provide.
- Each lot is sold subject to a covenant registered against title under section 219 of the Land Title Act. The covenant prohibits manufactured and mobile homes, requires every dwelling to be built on a permanent foundation, and permits modular or prefabricated homes provided they are placed on a permanent foundation. The registered covenant is attached as Schedule A, and its charge number will be inserted on registration.
- The sale of each lot is subject to GST. All tendered amounts are exclusive of GST, and GST is payable by the purchaser in addition to the tendered amount.
- Where the purchaser is registered for GST, the purchaser will self-assess and remit the GST directly and must provide its GST registration number together with a certification of its registration and an indemnity in favour of the Village. Where the purchaser is not registered, the Village will collect the GST on completion.
- Property transfer tax, legal fees, registration costs and all other costs of the purchase are the responsibility of the purchaser.
- The Village makes no representations or warranties regarding soil conditions, suitability for any particular building, or use beyond the current zoning designation. Bidders are responsible for their own due diligence.
- An environmental impact assessment of the development is available to bidders on request. It is provided for information only, and the Village makes no representation or warranty as to its contents.

9. Conflict of interest

A bidder must disclose in its tender any relationship between the bidder and any member of Council or any Village employee. This disclosure is required for transparency. Any member of Council or Village employee who has a relationship to a bidder must comply with the conflict-of-interest provisions of the Community Charter, including by not participating in any decision relating to that tender. The disclosure of a relationship will not, by itself, disqualify an otherwise compliant tender.

10. Enquiries

Enquiries may be directed to:

Ryan Nitchie, Chief Administrative Officer
Village of Burns Lake
[250-692-7587] | [rnitchie@burnslake.ca]

This Invitation to Tender does not constitute an offer by the Village. The Village's acceptance of a tender, if any, is subject to Council authorization and to the execution of the current standard form Contract of Purchase and Sale of the British Columbia Real Estate Association, incorporating the terms set out in this Invitation to Tender, including the deposit, the completion of servicing, the closing arrangements, GST, and the sale on an as-is basis.

SCHEDULE A - FORM OF SECTION 219 COVENANT

The draft section 219 covenant is attached as Schedule A. It will be registered against title before the tender closes, and the registered covenant will govern.

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Land;
- B. The Grantor has voluntarily agreed to grant the Village a covenant under Section 219 of the Land Title Act, RSBC 1996, c. 250 (the “**Land Title Act**”) with respect to the use of the Land; and
- C. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality or the Crown.

NOW THEREFORE, that pursuant to Section 219 of the Land Title Act, and in consideration or promises and the mutual covenants and agreements contained herein and the sum of ten dollars (\$10.00) now paid to the Grantor by the Village (the receipt and sufficiency whereof is hereby acknowledged by the Grantor, the Grantor covenants and agrees with the Village as follows:

1. DEFINITIONS

1.1 In this Covenant:

- (a) “**Agreement**” means the attached General Instrument – Part 1, the Terms of Instrument - Part 2, and any schedules attached hereto;
- (b) “**Building Code**” means the British Columbia Building Code in force from time to time;
- (c) “**Claim**” means any actual, potential or threatened claim, demand, suit, action, cause of action, cost, cost recovery action, expenses (including all legal fees and costs) proceeding, investigation, charge, ticket, summons, citation, direction, inquiry, order and any other assertion of or with respect to liability or responsibility of any kind arising, asserted or threatened, formally or informally, pursuant to or based upon any enactment, agreement or contract, or at common law or in equity (whether arising in respect of tort, contract or otherwise);

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- (d) **“Director of Public Works”** means the *Village’s* Director of Public Works and any other person duly authorized by Village Council to perform the functions of the Director of Public Works;
- (e) **“Dwelling”** means a building, or part of a building, used or intended to be used as a residence, together with any addition to it;
- (f) **“Grantor”** means the Transferor(s) as set out in Item 5 of the attached General Instrument – Part 1, other than any party(ies) identified therein as granting priority in relation to an existing charge and, where the Grantor consists of more than one person, the term “Grantor” shall mean all such persons jointly and severally;
- (g) **“Manufactured Home”** means a structure, whether or not ordinarily equipped with wheels, axles or a chassis, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried and to be occupied as a dwelling, and includes a mobile home and a home constructed to CSA Standard Z240 MH Series, Manufactured Homes, but does not include a Modular Home;
- (h) **“Modular Home”**, also referred to as a prefabricated or pre-assembled home, means a Dwelling, or the modules or components of a Dwelling, constructed in whole or in part in a factory or at a location off the Land, transported to the Land and there assembled and completed, that is constructed to the Building Code and, where applicable, Canadian Standards Association Standard A277, Procedure for Certification of Prefabricated Buildings, Modules and Panels, and that is placed on and permanently affixed to a Permanent Foundation;
- (i) **“Permanent Foundation”** means a continuous foundation of poured concrete or masonry, constructed to the Building Code, that extends below the frost line, is permanently affixed to the Land, and to which the Dwelling is permanently secured, and does not include piers, blocks, skirting, wheels, axles, a chassis, or a similar temporary or removable support;
- (j) **“Land”** means those certain lands and premises described in Item 2 of the General Instrument – Part 1 attached hereto;
- (k) **“LTO”** means the appropriate Land Title Office for the Land;
- (l) **“Permit”** means any one or more of the development permit, development variance permit, building permit, occupancy permit or any other permit or authorization which the Grantee has the regulatory authority to issue or refuse;
- (m) **“Protected Parties”** means the Village, its elected officials, officers, invitees, licensees, employees, servants and agents; and

- (n) “**Village**” means the Transferee as set out in Item 6 of the attached General Instrument - Part 1.

1.2 In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and shall not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule shall, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”; and
- (f) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time. All reference to bylaws and policies refers to the bylaws and policies of the Grantee, as amended or replaced from time to time.

2. RESTRICTIVE COVENANTS

2.1 Subject to Section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Village that the Grantor shall not use or occupy the Land unless the Grantor satisfies or continues to satisfy the following:

- (a) not build on, alter, use, or occupy the Land except in accordance with this Agreement or with the prior written consent of the Village;
- (b) ensure that the Land:
 - (i) meets the site preparation and Permanent Foundation required subject to the Canadian Standards Association A277 standards for Modular Homes; and

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- (ii) is connected to the Village's water system and sanitary sewer system, at the Grantor's expense, and is not served by a well, a private water supply, a septic tank, or any other on-site sewage disposal system;
- (c) not place, construct, install, erect, use, or occupy any Manufactured Homes on the Land;
- (d) that every Dwelling constructed, placed, erected, or located on the Land must be constructed on a Permanent Foundation. For greater certainty, a Modular Home constructed to the Building Code and placed on a Permanent Foundation is permitted on the Land, and nothing in this Covenant prohibits a Dwelling constructed off the Land, in whole or in part, and assembled on the Land, provided it is placed on a Permanent Foundation and is not a Manufactured Home; and
- (e) be responsible for ascertaining and obtaining all third-party licenses, rights of way, easements and agreements necessary in connection with building on and using the Land. The Village makes no warranties and representations as to the nature of any third-party licenses, rights of way, easements and agreements necessary for building on and using the Land and has no obligation to enforce or monitor the Grantor's compliance with any third-party agreement.

2.2 The Grantor covenants and agrees with the Village that:

- (a) the Village may, but is not obligated to, issue a "Stop Work Order" in relation to any activity on the Land that is or would result in non-compliance with this Agreement. The Grantor shall immediately cease building any Dwelling on the Land upon receipt of a Stop Work Order from the Village and shall not resume construction until authorized in writing by the Director of Public Works;
- (b) the Village by its servants or agents may, but shall not be obligated to, enter on and inspect the Land at any time to ascertain if the provisions of this Agreement are being complied with, and upon receiving notice from the Village of a breach of any of the terms and conditions of this Agreement, the Grantor shall forthwith remedy the said breach to the satisfaction of the Village;
- (c) that the Village may, but is not obligated to, withhold the approval or issuance of a Permit, construction, or use of the Land that would result in non-compliance with this Agreement;
- (d) in the event that the Grantor, within 30 days of receiving notice in writing from the Village to do so, fails to remedy any breach of this Agreement to the satisfaction of the Village then the Village by its servants or agents may, but shall not be obligated to, enter on the Land and remedy such breach at the expense of the Grantor and the costs of so doing, including all incidental expenses and Village

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administrative fees, if unpaid 30 days after the date on which an invoice for same was delivered to the Grantor shall, together with interest at the rate of six percent per annum from the date of the invoice, be added to and form part of the taxes payable on the Land as taxes in arrears; and

- (e) that except as expressly provided, nothing in this Agreement shall relieve the Grantor from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the use and development of the Land.

3. INDEMNITY

3.1 The Grantor hereby covenants and agrees with the Village as a covenant in favour of the Village pursuant to Section 219(6) of the *Land Title Act* that the Grantor and the Grantor's successors and assigns, hereby release, shall save harmless, defend and indemnify the Protected Parties from and against all Claims arising out of or in connection with:

- (a) the use of the Land;
- (b) the use, installation, placement, or construction of any Dwelling on or to be constructed on the Land;
- (c) the approval or rejection by the Village of a Permit in respect of any Dwelling pursuant to this Agreement;
- (d) the Grantor's breach or alleged breach of this Agreement or the Grantor's failure or alleged failure to fulfill or perform any of the Grantor's covenants, obligations, terms, conditions, or agreements under this Agreement;
- (e) the disturbance of any existing soil or ground cover on the Land, the issuance of any Permit covering the Land or any part thereof, the construction, installation, reconstruction, alteration or placement of any Dwelling, utility, work, service, improvement, chattel or structure, including the contents of any of them, upon the Land, whether or not the provisions of this Agreement are complied with; and
- (f) any act or omission carried out by or not carried out by the Protected Parties in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by this Agreement or arising from the restrictions imposed by this Agreement on the use of the Land or the construction of any other Dwelling or structures on the Land, or this Agreement's registration in the LTO.

3.2 The indemnity and release in section shall survive the expiration or the earlier termination of this Agreement and the release of this Agreement from title to the Land.

4. GENERAL TERMS

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- 4.1 The Grantor, or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom they propose to dispose of the Land, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word “dispose” shall have the meaning given to it under Section 29 of the *Interpretation Act*, R.S.B.C., 1996 c.238.
- 4.2 If the Grantor subdivides all or part of Land, the Section 219 covenants contained in this Agreement shall continue to charge all subdivided portions of the Land, unless, at the Grantor’s request, the Grantee has expressly agreed to release these charges from the Land.
- 4.3 The Village has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise), with the Grantor in connection with the subject matter hereof, except as expressly provided in this Agreement.
- 4.4 Nothing contained or implied herein shall:
- (a) constitute or be construed as any Permit or approval required by any bylaw or any public or private statute, order or regulation;
 - (b) prejudice or affect the rights and powers of the Village in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the Grantor;
 - (c) exempt the Grantor from any duty to comply with any enactment of the federal, provincial, municipal or regional government or to obtain any approval or consent required by any of them or their respective agencies; or
 - (d) cancel or modify the terms of any other covenant, right-of-way, Permit, interest, charge, legal notation or agreement entered into between the parties or registered against the Land.
- 4.5 The covenants set forth herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Land. It is further expressly agreed that:
- (a) the benefit of all covenants made by the Grantor herein shall accrue solely to the Village;
 - (b) the Grantor shall not, in respect of any portion of the Land transferred to a third party, be liable for any breach of any covenant imposed upon the Grantor herein occurring after the Grantor transferred that portion of the Land; and

- (c) all covenants and obligations imposed upon the Grantor herein, including but not limited to any release or indemnity provided herein, shall be binding on all future owners of the Land for so long as they are owners of the Land.

4.6 The Village may, but shall in no way be obligated to:

- (a) enforce any or all of the provisions of this Agreement or exercise any or all of the rights granted herein;
- (b) amend this Agreement with the consent only of the owners of that portion of the Land against which the amendment shall be registered and without giving notice to or obtaining the consent of the owner of any other portion of the Land and without affecting the rights and obligations of the owner of any other lots; or
- (c) waive any requirements contained herein or discharge this Agreement from all or any portion of the Land without giving notice to or obtaining the consent of the owner of that portion of the Land in relation to which this Agreement is being waived or from which this Agreement is being discharged or of the owner of any other lots, and without affecting the rights and obligations of the owner of any portion of the Land in relation to which this Agreement is not being waived or from which this Agreement is not being discharged.

4.7 No failure by the Village in exercising its rights hereunder or enforcing the Grantor's obligations hereunder and no waiver of any of the requirements herein shall in any way limit the Village in, or prevent the Village from, later exercising its rights herein, or enforcing the Grantor's obligations in respect of any breaches of this Agreement which have occurred or which may occur, nor shall the Village be deemed to have waived or become estopped from thereafter exercising any of its rights or enforcing any of the Grantor's obligations under this Agreement.

4.8 The Grantor shall do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Land, save and except those specifically approved in writing by the Village or in favour of the Village.

4.9 In the event that any covenant or provision contained herein is determined to be unenforceable or void for any reason, then such covenant or provision shall be severable from this Agreement and the remaining covenants and provisions shall continue in full force and effect.

4.10 This Agreement is the entire agreement between the parties and neither the Village nor the Grantor has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement,

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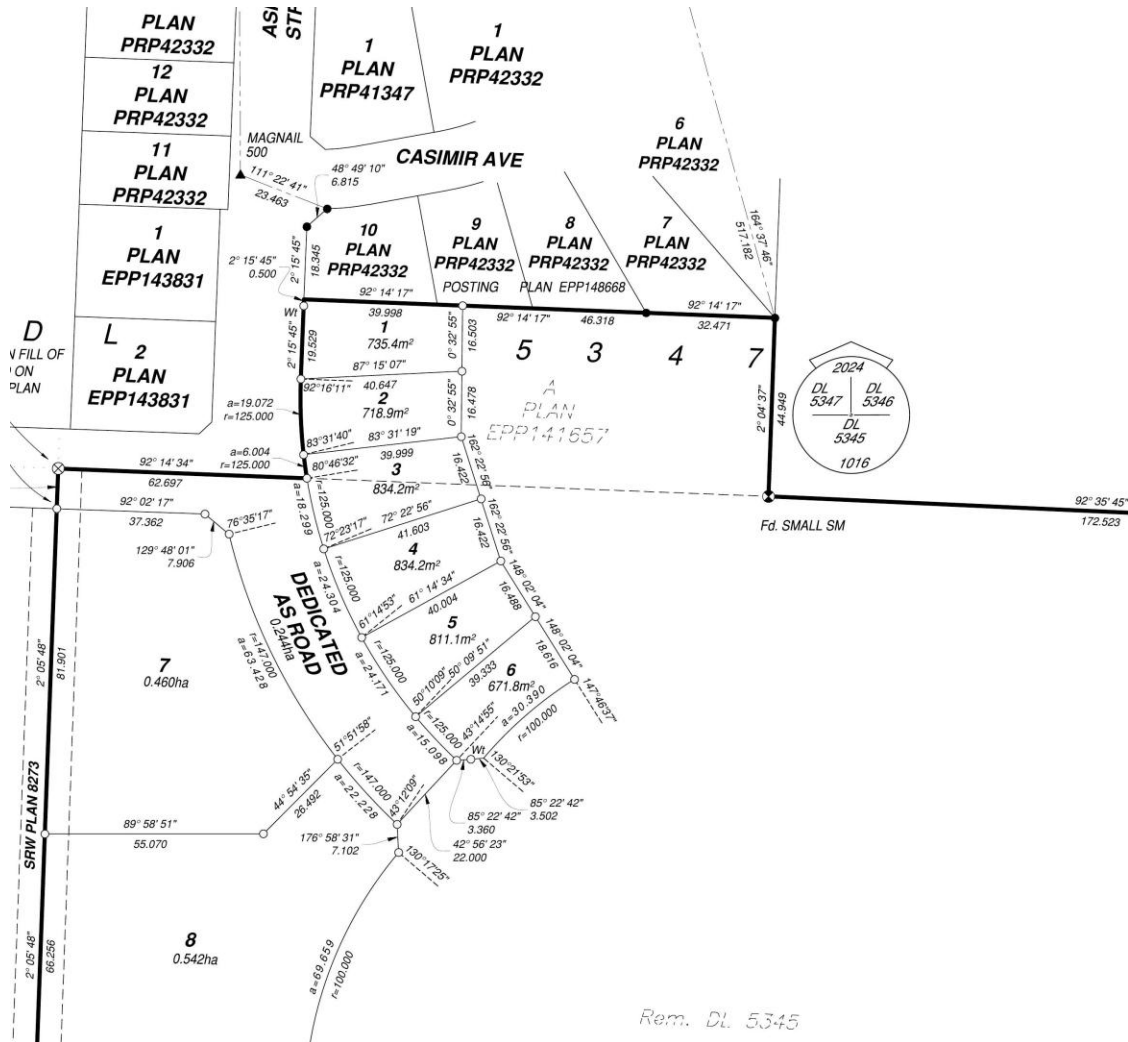
and no amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

- 4.11 The Village may seek specific performance or a prohibitory or mandatory injunction in order to compel performance of the obligations in this Agreement.
- 4.12 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 4.13 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 4.14 Any modification of this Agreement must be in writing, signed by both parties, and must be in a form that can be registered in the LTO.
- 4.15 This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail shall deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.

IN WITNESS WHEREOF the parties have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.

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Lots 1 to 6, Plan EPP149335, Village Heights subdivision. This excerpt from the registered subdivision plan is provided for illustrative purposes only and is not to scale. The registered plan governs.



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TENDER FORM

Complete a separate Tender Form for each lot on which you wish to bid. Submit the completed form in a sealed envelope as set out at the bottom of this form.

1. The Lot

The lots and their upset (minimum) prices are:

Lot	Civic address	PID	Upset price
1	442 Aspen Street	032-812-922	\$71,000
2	440 Aspen Street	032-812-931	\$70,000
3	436 Aspen Street	032-812-949	\$81,000
4	434 Aspen Street	032-812-957	\$81,000
5	432 Aspen Street	032-812-965	\$79,000
6	430 Aspen Street	032-812-973	\$65,000

I/we tender for: Lot No. _____ Civic address _____ PID _____

2. Bidder Information

Name(s): _____

Mailing address: _____

Phone: _____ Email: _____

3. Tender Amount

I/we offer to purchase the lot identified above for the following amount, exclusive of GST:

Amount (figures): \$ _____

Amount (words): _____

GST is payable by the purchaser in addition to the tendered amount.

4. Deposit

Enclosed is a deposit of \$ _____ (10% of the tendered amount), by:

☐ Certified cheque

☐ Bank draft

payable to the Village of Burns Lake. The deposit of an unsuccessful bidder will be returned.

5. Goods and Services Tax (GST)

Check one:

☐ I/we are registered for GST. GST Registration No. _____

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We will self-assess and remit the GST directly, certify that our registration is valid, and indemnify the Village for any GST it is required to remit as a result of accepting this certification.

☐ I/we are not registered for GST, and understand the Village will collect GST on completion.

6. Conflict of Interest

Disclose any relationship between the bidder and any member of Council or any Village employee:

☐ None.

☐ The following: _____

7. Acknowledgment

By signing below, I/we acknowledge that I/we have read and agree to the terms of the Invitation to Tender, including that the lot is sold subject to the registered section 219 covenant, and I/we understand that the Village is not obligated to accept the highest or any tender.

8. Signature

Signature of Bidder

Name (print)

Signing authority / title (if a company)

Date

Witness signature

Witness name (print)

Submission: Place this form in a sealed envelope marked "Village Heights Lot Tender - Lot ____" and deliver it to the Corporate Officer, Village of Burns Lake, 15 Third Avenue, PO Box 570, Burns Lake, BC V0J 1E0, no later than **3:00 pm on Wednesday, August 26, 2026**. Late tenders will not be accepted.