

Regional District of Nanaimo Board – Meeting Date: July 22, 2025

This document contains closed 'in-camera' meeting decisions that have been released because they are no longer considered sensitive.

French Creek Community School Removal of Purchase Condition – 5.1 (b) and (c)

At the July 22, 2025, In Camera Board meeting, the Board voted to rise and report that the report "French Creek Community School Removal of Purchase Condition – 5.1 (b) and (c)" and attachments be released to the public, and, to assist with communications for the upcoming referendum, it is recommended to rise and report on the following resolutions:

From the January 14, 2025, In Camera Board meeting:

French Creek Community School Borrowing Implications

25-IC-013

It was moved and seconded that the main school building shall remain unoccupied until after further direction is provided by the Board, and that the operating costs be amended accordingly.

25-IC-014

It was moved and seconded that the Regional District of Nanaimo staff work with the Electoral Area F Director, the Arrowsmith Community Recreation Association, and community groups to determine an interim usage for the Gymnasium building.

25-IC-015

It was moved and seconded that \$30,000 be included in the Electoral Area F Community Parks and Halls budget for the 2025-2029 Financial Plan to conduct an Alternative Approval Process or Referendum.

From the February 4, 2025, In Camera Special Board meeting:

French Creek Community School Acquisition

25-IC-032

That the 2025-2029 Financial Plan be amended to reflect the \$1,320,000 for the purchase of the French Creek School lands and buildings at 2350 Alberni Highway funded by Electoral Area F Community Parks and Halls including \$376,000 of reserve funds, \$824,000 of borrowing and \$120,000 allocated from Community Works Funds.

25-IC-034

It was moved and seconded that no further costs be requested until the sale of the property is finalized, and the Electoral Area F Parks and Open Space Advisory Committee have made recommendations to the Board on the future uses of the facilities and property.

25-IC-035

It was moved and seconded that \$30,000.00 be requisitioned for carrying costs.

From the March 11, 2025, In Camera Board meeting:

2025 – 2029 Amended Financial Plan March 11, 2025 In Camera

25-IC-056

It was moved and seconded that the 2025 – 2029 Amended Financial Plan March 11, 2025 be amended to include \$30,000 in years 2026 and beyond for carrying costs related to the French Creek Community School Acquisition.

Released: July 29, 2025



FRENCH CREEK COMMUNITY SCHOOL REMOVAL OF PURCHASE CONDITION – 5.1 (b) AND (c)

RECOMMENDATIONS

1. That the Board approve the release of purchaser conditions 5.1 (b, c) as outlined in the Purchase and Sale Agreement between The Board of School Trustees of School District No. 69 (Qualicum) and the Regional District of Nanaimo, dated for reference April 30, 2025.
2. That the Board Chair and Corporate Officer be approved to sign the release of Purchaser Condition 5.1 (b) and 5.1 (c) as outlined in the Purchase and Sale Agreement between The Board of School Trustees of School District No. 69 (Qualicum) and the Regional District of Nanaimo, dated for reference April 30, 2025.

BACKGROUND

At the April 8, 2025, In Camera Special Regional District of Nanaimo (RDN) Board meeting the following resolutions were approved:

1. *That the Purchase and Sale Agreement with a purchase price of \$1,300,000 cash for the lands legally described as PID:004-523-555 Lot A, District Lot 143, Nanoose district, Plan 15661 be revised and approved to include an assent vote (referendum) for eligible electors in the Electoral Area F Community Parks and Halls Service to borrow up to \$824,000 for the site acquisition with the completion date extended accordingly to undertake the referendum.*
2. *That the Board authorize the Board Chair and Corporate Officer to sign the revised Purchase and Sale Agreement.*

The Board of Education School District 69 (Qualicum) has approved the conditional purchase and sale agreement for the acquisition of the property located at 2350 Alberni Highway (Attachment 1). The conditional purchase and sale agreement (Attachment 2) is subject to the following conditions:

1. **Approval of Agreement and Purchase:** the Regional District Board will approve the Agreement and the purchase of the Lands. **Status: Completed**
2. **Financial Plan Adoption:** the Regional District Board will adopt a financial plan to authorize the expenditure of the Purchase Price. **Status: Completed**
3. **Due Diligence:** By July 31, 2025, the Regional District will complete due diligence investigations, including environmental assessment, title review, and Vendor documents. **Status: In progress, Environmental Site Assessment Level 1 completed**
4. **Hazardous Materials Survey:** By July 31, 2025, the Regional District will complete a hazardous materials survey of the Lands. **Status: Completed**
5. **Temporary Borrowing Bylaw and Funding:** By December 19, 2025, the Regional District Board to adopt a temporary borrowing bylaw.

6. **Loan Authorization Bylaw:** By January 16, 2026, a loan authorization bylaw to be adopted and approved by the Inspector of Municipalities and by February 6, 2026, to secure the necessary funding for the purchase.

Environmental Considerations - Due Diligence

Staff commissioned a Phase 1 Environmental Site Analysis and Hazardous Materials Study (Attachment 3 & 4). TerraWest Environmental Inc. was retained by the RDN to complete a Phase I Environmental Site Assessment (ESA) for the property located at 2350 Alberni Highway in Coombs, BC. The assessment aimed to evaluate possible environmental risks associated with the potential purchase of the property. The property, formerly operated as French Creek Elementary School, has been vacant since June 2023. The primary concern is the potential historical presence of heating oil as a fuel source, which could have led to spills or releases to the environment however, no Areas of Potential Environmental Concern (APECs) were identified.

TerraWest conducted interviews with individuals familiar with the property, including the Operations Manager, Secretary Treasurer, and Maintenance Manager of School District 69 (Qualicum). They provided information regarding the current and historical maintenance activities on-site.

A review of land titles, municipal records, fire department records, and other sources was conducted. No significant environmental concerns were identified from these records. Historical aerial photographs from 1957 to 2022 were reviewed to understand the development and land use of the property and adjacent areas. No properties of environmental significance were identified.

A site visit was conducted on February 11, 2025, to confirm land uses and activities. The property was found to be generally flat with various buildings and structures. No significant environmental concerns were observed. Adjacent and neighbouring properties were observed for potential sources of contamination. None of the neighbouring properties were considered off-site APECs.

The Environmental Site Analysis identified the site as low risk. Due to the property's age, there was a risk that heating oil may have been used during the building's lifespan. Staff have confirmed that heating oil was previously utilized, and evidence was found on a 1999 site plan of the school of at least two underground storage tanks (UST). The primary concern with heating oil is potential spills or releases into the environment. The locations of the UST's appear to have been capped with asphalt.

Hazardous Materials - Due Diligence

TerraWest Environmental Inc. conducted a Limited Pre-Hazardous Building Materials Assessment (LHBMA) of building known as French Creek Community School located at 2350 Alberni Highway, Coombs, BC. The assessment aimed to identify potential hazardous materials in the building. The building was not occupied at the time of the assessment. The primary concern was detecting the presence of asbestos and lead in various building materials, common in buildings of this age and construction type. The assessment included sampling of materials suspected of containing asbestos and lead, visual inspections, and laboratory analysis.

The scope of work included conducting sampling in damaged or discreet areas only, reviewing available site plans, visually assessing building materials, conducting sampling of suspected asbestos and lead-containing materials, photographing sample locations, quantifying known and suspect hazardous materials, developing a site plan, and providing an assessment report.

Observations & Results:

- Asbestos-containing materials (ACMs) were identified in sheet vinyl flooring, drywall taping compound, sink mastic, and vinyl floor tiles. Materials that may contain asbestos but were not sampled include vermiculite in cinderblock walls, exterior stucco, ceiling tiles, gaskets, insulation, and various other building materials 1.
- Lead was found in various paints on wood, drywall, and exterior trim. Lead-containing products include electrical components, bell and spigot packing, sewer exhaust pipes, roof flashing, and ceramic tile 1.
- Other Hazardous Materials: Mercury was found in fluorescent light tubes, compact fluorescent light bulbs, high-pressure sodium or metal halide lights, and thermostats. Pressure-treated wood, polychlorinated biphenyls (PCBs), halocarbons, radioactive materials, biological hazards, silica, synthetic vitreous fibers, flammables, and explosives were also identified.

As asbestos and various hazardous materials were confirmed on site, prior to any planned demolition a hazardous materials disturbance scope of work would be required. All hazardous materials would be required to be removed prior to renovation or demolition.

Release of Conditions

If the Board does not release the purchasers conditions by July 31, 2025 for 5.1 (b) and 5.1 (c) (attachment 5), the purchase and sale agreement for 2350 Alberni Highway, would become null and void, the RDN would either need to resurrect the agreement with the support of the School Board or draft a new purchase and sale agreement.

FINANCIAL IMPLICATIONS

The costs associated with any remediation, prior to planned renovations or demolitions, would be reviewed once the future use of the property is determined. The approved 2025-2029 Financial Plan included annual carrying costs of \$30,000 for the buildings located at 2350 Alberni Highway.

STRATEGIC PLAN ALIGNMENT

Protecting Our Vital Lands & Ecosystems - Identify and foster partnering opportunities with other organizations and governments that have shared interests in land protection to leverage resources.

REVIEWED BY:

- R. Daykin, Manager, Parks Services
- G. Donn, Manager, Recreation Services
- T. Moore, Chief Financial Officer
- T. Osborne, General Manager, Recreation and Parks
- D. Holmes, Chief Administrative Officer

ATTACHMENTS

1. Location Map
2. Conditional Purchase and Sale Agreement
3. ESA Phase 1
4. Hazardous Materials Survey
5. Release of Environmental Conditions 5.1 (b) & (c)

RISE AND REPORT

To assist with communications for the upcoming referendum, it is recommended to rise and report on the following resolutions:

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French Creek Community School Borrowing Implications

25-IC-013:

It was moved and seconded that the main school building shall remain unoccupied until after further direction is provided by the Board, and that the operating costs be amended accordingly.

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25-IC-035:

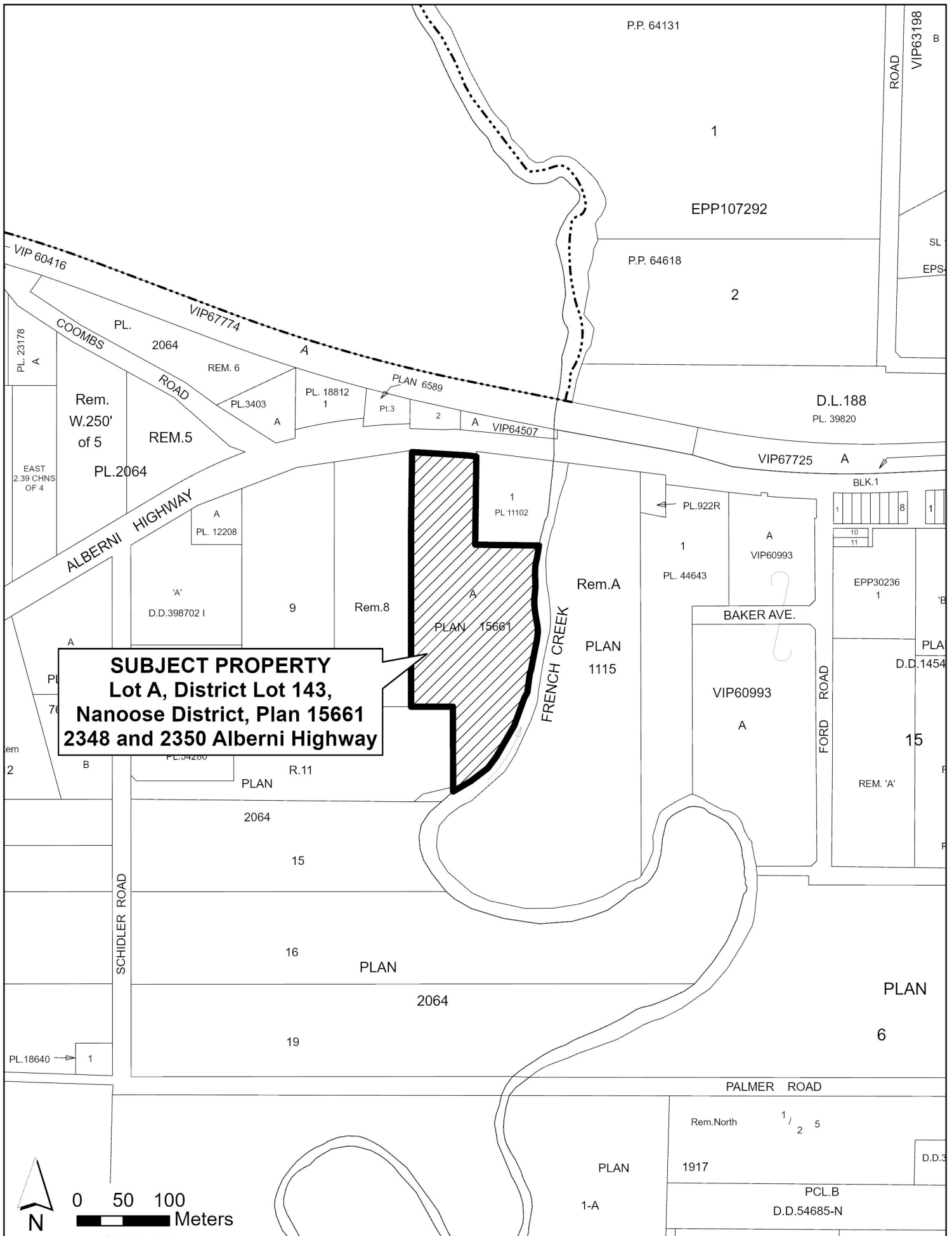
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PURCHASE AND SALE AGREEMENT

2350 Alberni Highway

THIS AGREEMENT dated for reference April 30TH, 2025, is between:

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69
(QUALICUM)**

Box 430, 100 E. Jensen Avenue
Parksville, BC, V9P 2G5

(the "**Vendor**")

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(the "**Regional District**")

WHEREAS:

- A. The Vendor is the registered owner in fee simple of those lands and premises legally described as follows:

PID: 004-523-555

Legal Description: LOT A, DISTRICT LOT 143, NANOOSE DISTRICT, PLAN 15661

(the above premises, together with any buildings and other improvements on or to the premises, are the "**Lands**")

- B. The Regional District wishes to purchase from the Vendor, and the Vendor wishes to sell to the Regional District, the Lands on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of one dollar (\$1.00) and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged by the Vendor and the Regional District), the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals to it:

- (a) "**Business Day**" means a day other than a Saturday, a Sunday, Easter Monday, Boxing Day, or a statutory holiday in B.C.

- (b) **"Regional District's Solicitors"** means Young, Anderson.
- (c) **"Completion Date"** means February 20, 2026, or an earlier date agreed to by the parties.
- (d) **"Contaminants"** means:
 - (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste, or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation, or removal of which is now or is at any time required, prohibited, controlled, regulated, or licensed under any Environmental Laws.
- (e) **"Environmental Law"** means any past, present, or future common law or principle, enactment, statute, regulation, order, bylaw, or permit, and any requirement, standard, or guideline of any federal, provincial, or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution, or public or occupational safety or health.
- (f) **"Governmental Charges"** includes all taxes, customs, duties, rates, levies, assessments, re-assessments, and other charges, together with all penalties, interests, and fines with respect thereto, payable to any federal, provincial, local, or other government or governmental agency, authority, board, bureau, or commission, domestic or foreign.
- (g) **"GST"** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax as applicable.
- (h) **"Lands"** has the meaning given to it in Recital A of this Agreement.
- (i) **"LTO"** means the appropriate Land Title Office.
- (j) **"Permitted Encumbrances"** means the reservations and exceptions contained in the original grant from the Crown and any liens, charges, encumbrances, or legal notations described in Schedule A to this Agreement.
- (k) **"Purchase Price"** means the purchase price (excluding GST) for the Lands in the amount of one million three hundred thousand dollars (\$1,300,000.00).
- (l) **"Vendor's Solicitors"** means the solicitors designated under this Agreement to represent the Vendor in connection with the transaction under this Agreement.

- (m) **“Transfer”** means a transfer or transfers in registerable form transferring the estate in fee simple of the Lands to the Regional District.

ARTICLE 2 - PURCHASE AND SALE

- 2.1 Purchase and Sale** – The Regional District will purchase from the Vendor, and the Vendor will sell to the Regional District, the Lands, free and clear of all registered liens, charges, and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.
- 2.2 Payment of Purchase Price** – The Regional District will pay or otherwise account for the Purchase Price, adjusted in accordance with this Agreement, to the Vendor by payment to the Vendor on the Completion Date of the Purchase Price.
- 2.3 Adjustments** – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and purchaser in connection with the purchase and sale of land, including adjustment of property taxes, utilities, and rents, will be made up to and including the Completion Date.

ARTICLE 3 - TRANSFER

- 3.1 Title and Possession** – On the Completion Date, the Vendor will:
- (a) convey the estate in fee simple of the Lands to the Regional District free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances; and
 - (b) give vacant possession of the Lands to the Regional District, subject only to the Permitted Encumbrances.
- 3.2 Closing Documents** –
- (a) No later than 5 days before the Completion Date, the Regional District will cause the Regional District’s Solicitors to deliver to the Vendor’s Solicitors:
 - (i) the Transfer, to be approved and executed by the Vendor;
 - (ii) the Vendor’s statement of adjustments, to be approved and executed by the Vendor;
 - (iii) a statutory declaration, to be signed by the Vendor, stating that the Vendor is resident in Canada within the meaning of the *Income Tax Act* (Canada);
 - (iv) a GST declaration, to be signed by the Vendor, indicating to the Regional District whether GST is payable in relation to the purchase and sale of the Lands as contemplated by this Agreement; and
 - (v) such further deeds, acts, things, certificates, and assurances as may be requisite in the reasonable opinion of the Regional District for more perfectly and absolutely

assigning, transferring, conveying, and assuring to and vesting in the Regional District, title to the Lands free and clear of any lien, claim, charge, encumbrance, or legal notation other than the Permitted Encumbrances, as contemplated herein.

- (b) Before the Completion Date, the Vendor will cause the Vendor's Solicitors to deliver to the Regional District's Solicitors the following documents in completed and duly executed form the:
- (i) Transfer;
 - (ii) Vendor's statement of adjustments;
 - (iii) statutory declaration described in section 3.2(a)(iii);
 - (iv) GST declaration described in section 3.2(a)(iv); and
 - (v) the other documents, certificates, and assurances referred in section 3.2(a)(v).

The above-listed documents will be delivered on the Regional District's Solicitors' undertaking not to deal with those documents in any way until they have received from the Regional District the amount payable pursuant to section 2.2.

3.3 Completion –

- (a) On or before the Completion Date, the Regional District will pay to the Regional District's Solicitors, in trust, the amount payable under section 2.2.
- (b) On the Completion Date, forthwith after the payment of the amount under section 3.3(a) and after receipt from the Vendor's Solicitors of the documents under section 3.2(b), the Regional District will cause the Regional District's Solicitors to file the Transfer in the LTO.
- (c) Upon the Regional District's Solicitors being satisfied after deposit of the Transfer for registration in the LTO that in the normal course of land title office routine the Regional District will be the registered owner in fee simple of the Lands, subject only to the Permitted Encumbrances, the Regional District will cause the Regional District's Solicitors to make available for pick up by the Vendor's Solicitors a solicitor's trust cheque made payable to the Vendor's Solicitors, in trust, in the amount of the adjusted Purchase Price.

The requirements of this section are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section is done.

- 3.4 Risk –** The Lands are at the Vendor's risk until the deposit of the Transfer for registration in the LTO and at the Regional District's risk thereafter.

ARTICLE 4 - VENDOR'S REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

4.1 Representations and Warranties – The Vendor represents and warrants to the Regional District that the following are true on the date the Vendor executes this Agreement, and covenants with the Regional District that the following will be true on the Completion Date:

- (a) the Vendor has the legal capacity, power and authority to perform all of the Vendor's obligations under this Agreement;
- (b) if the Vendor is a corporation, it is validly formed and existing under the laws of Canada or the Province of British Columbia and duly qualified to own and sell the Lands;
- (c) the Vendor has good and marketable legal and beneficial title to the Lands, free and clear of all liens, claims, charges, encumbrances, and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
- (d) the Vendor is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (e) the Vendor has taken all necessary or desirable actions, steps, and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery, and performance of this Agreement and the sale and transfer of the Lands by the Vendor to the Regional District;
- (f) there is no action, suit, claim, litigation, or proceeding pending or to the Vendor's knowledge threatened against the Vendor or in respect of the Lands or the use or occupancy of the Lands before any court, arbitrator, arbitration panel, or administrative tribunal or agency that, if decided adversely to the Vendor, might affect the Vendor's ability to perform any of the Vendor's obligations under this Agreement and no state of facts exist that could constitute the basis of any such action, suit, claim, litigation, or proceeding;
- (g) neither the Vendor entering into this Agreement nor the performance by the Vendor of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, mortgage, deed of trust, lease, document, or agreement to which the Vendor is bound or subject;
- (h) there is no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the Lands;
- (i) there is no improvement on any land adjoining the Lands encroaching upon the Lands and there is no improvement on the Lands that is encroaching on any adjoining lands;
- (j) the Vendor has complied with all Environmental Laws in its use of the Lands and, during the period that the Vendor has owned the Lands, the Vendor has not caused or permitted any Contaminants to be introduced, and is not aware of any Contaminants having been introduced, into, onto, or under the Lands;
- (k) there is no liability, contingent or otherwise, for Governmental Charges in respect of the Lands;

- (l) the Vendor is the sole occupant of the Lands, and there are no tenants or other persons occupying the Lands or having any right to occupy the Lands or any part thereof; and
- (m) there are no debts due or owing for any work, labour, service, or materials provided to or performed on the Lands under which a lien or charge has arisen or could arise under the *Builders Lien Act* (British Columbia).

4.2 Termination at Regional District's Election – The Regional District may, in its absolute discretion, terminate this Agreement by giving notice of termination to the Vendor on or before the Completion Date if any of the Vendor's representations or warranties under this Agreement are not true. If the Regional District terminates this Agreement under this section, this Agreement is terminated and neither party is under any further obligation to, nor will bring any claim against, the other in respect of this Agreement. The exercise or non-exercise by the Regional District of its rights under this section will not affect any other rights or remedies the Regional District may have at law or in equity.

4.3 Delivery of Documents – Promptly upon execution of this Agreement by the Vendor, the Vendor shall deliver to the Regional District copies of all existing leases and licences, environmental and geotechnical reports, site assessments, audits, studies, investigations, permits, approvals, and any other records relating to Contaminants, Environmental Laws, and geotechnical soil conditions in the possession of or controlled by or available to the Vendor to the best of its knowledge with respect to the Lands (together, the "**Vendor Documents**") and the Vendor will provide the Regional District with timely notice of any amendments to or additions to the Vendor Documents or the information contained therein that it receives or becomes aware of prior to the Completion Date.

ARTICLE 5 - CONDITIONS PRECEDENT

5.1 Regional District's Conditions Precedent – The Regional District's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions precedent, which are for the sole benefit of the Regional District and may be waived only by the Regional District at its sole discretion:

- (a) On or before April 30, 2025, the Board for the Regional District, in its sole and absolute discretion, will have approved the entering into of this Agreement and the purchase of the Lands contemplated herein by the Regional District;
- (b) On or before July 31, 2025, the Regional District will be satisfied with the results of its due diligence investigations with respect to the Lands, including without limitation a satisfactory environmental assessment of the Lands, the state of title of the Lands, and review of the Vendor documents provided pursuant to section 4.3 above;
- (c) On or before July 31, 2025, the Regional District will be satisfied with the results of its hazardous materials survey with respect to the Lands;
- (d) On or before April 30, 2025, the Regional District's Board will have adopted a financial plan

to authorize the expenditure of the Purchase Price;

- (e) On or before January 16, 2026, a loan authorization bylaw authorizing the Regional District to borrow to funds it requires for the purchase of the Lands will have been validly adopted and will have received approval from the Inspector of Municipalities;
- (f) On or before December 19, 2025, the Regional District's Board will have adopted a temporary borrowing bylaw to authorize the temporary borrowing to fund the purchase of the Lands; and
- (g) On or before February 6, 2026, the Regional District will have secured the funding necessary for the Regional District to purchase the Lands pursuant to this Agreement;

If the conditions precedent under this section are not satisfied or waived within the applicable time provided herein, this Agreement will automatically terminate and the parties shall have no further obligations to one another. In consideration of \$10.00 non-refundable paid by the Regional District to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of this Agreement while it remains subject to the conditions precedent under this section.

5.2 Vendor's Conditions Precedent – The Vendor's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following condition precedent, which is for the sole benefit of the Vendor District and may be waived only by the Vendor at its sole discretion:

- (a) On or before April 30, 2025, the Vendor will have approved the entering into of this Agreement and the sale of the Lands as contemplated herein by the Vendor.

If the condition precedent under this section is not satisfied or waived within the applicable time provided herein, this Agreement will automatically terminate and the parties shall have no further obligations to one another. In consideration of \$10.00 non-refundable paid by the Vendor to the Regional District and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Regional District, the Regional District agrees not to revoke its acceptance of this Agreement while it remains subject to the conditions precedent under this section.

5.3 No Derogation – Nothing contained or implied in this Agreement will impair or affect the Regional District's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia), or any other enactment and all such powers and rights may be fully exercised in relation to the Lands as if this Agreement had not been entered into. The Vendor acknowledges that fulfillment of the conditions precedent set out in section 5.1(a) require that the Board for the Regional District pass resolutions or adopt bylaws and that such an action is within the sole discretion of the Board of the Regional District exercised in accordance with applicable enactments, and is not in any manner subject to the provisions of this Agreement.

ARTICLE 6 - MISCELLANEOUS

- 6.1 Fees and taxes** – The Regional District will pay, as and when due and payable:
- (a) LTO registration fees in connection with the registration of the Transfer;
 - (b) its own legal fees and disbursements, with the Vendor being responsible for its own legal fees and disbursements.
- 6.2 Preparation of Conveyancing Documents** – The Regional District will, at its expense, prepare all necessary conveyancing documentation, including the Transfer. The Vendor will, at its expense, clear title to the Lands, subject only to the Permitted Encumbrances, and will be responsible for obtaining signatures from the appropriate parties required for the conveyancing documents.
- 6.3 GST** – The Regional District is registered for GST purposes under number 10788 2953 RT0001 and will pay and remit any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands under this Agreement, with the Regional District and the Vendor agreeing that the Purchase Price does not include GST.
- 6.4 No Real Estate Agent** – The Vendor represents and warrants to the Regional District that the Regional District has no responsibility to pay any portion of the Purchase Price to any real estate agent and the Vendor agrees to indemnify and hold the Regional District harmless from and against any such commission or remuneration, in any action, cause of action, or liability relating thereto.
- 6.5 Access** – The Regional District, its agents, and employees have a licence, exercisable on 24 hours' prior written notice to the Vendor, to enter upon the Lands from time to time prior to the Completion Date, at the Regional District's sole risk and expense, for the purpose of making inspections, surveys, tests, and studies of the Lands. The Regional District agrees to:
- (a) release and indemnify, and hold harmless, the Vendor from and against any and all actions, causes of actions, liability, demands, losses, costs, and expenses (including legal fees and disbursements) which the Vendor or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Regional District of its rights under this section; and
 - (b) leave the Lands in the same condition as that in which the Regional District found the Lands, including by removing any equipment, refuse, or other matter brought onto the Lands by the Regional District or its agents or contractors.
- 6.6 Further Claims** – From and after the Completion Date, the Vendor hereby releases and forever discharges the Regional District and its elected officials, directors, officers, servants, employees, and agents from and against any and all actions, causes of action, claims, debts, suits, damages, demands, costs, expenses, legal fees, and compensation of any nature or kind whatsoever, including claims under the *Expropriation Act*, save and except any claims arising from the breach of this Agreement by the Regional District.

- 6.7 Further Assurances** – The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.
- 6.8 Survival of Representations** – The representations, warranties, and indemnities contained in sections 4.1, 6.4, and 6.6 survive the Completion Date.
- 6.9 Notice** – Any notice, direction, demand, approval, certificate, or waiver (any of which constitutes a “**Notice**” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above at the beginning of this Agreement, or to such other address or email address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered, and any Notice sent by email is to be considered given on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent.
- 6.10 Vendor’s Solicitors** – If the Vendor executes this Agreement, the Vendor will promptly thereafter notify the Regional District of its solicitor for the purposes of the transaction contemplated under this Agreement.
- 6.11 No Effect on Powers** – This Agreement does not, and nothing herein will:
- (a) affect or limit the discretion, rights, duties, or powers of the Regional District under the common law or any statute, bylaw, or other enactment;
 - (b) affect or limit the common law or any statute, bylaw, or other enactment applying to the Vendor or the Lands; or
 - (c) relieve the Vendor from complying with any common law or any statute, regulation, bylaw, or other enactment.

Without limiting the foregoing, the Vendor acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Board of the Regional District adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the Board and the provisions of this Agreement will not in any way obligate the Board to adopt such bylaws or pass such resolutions or affect the Board’s discretion with respect thereto.

- 6.12 Time of Essence** – Time is of essence of this Agreement.
- 6.13 Interpretation** – In this Agreement:
- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
 - (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section, or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

6.14 Tender – Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.

6.15 No Other Agreements – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises, and agreements regarding its subject.

6.16 Assignment – The Regional District may assign all or any part of this Agreement, or the benefit hereof, without the consent of the Vendor.

6.17 Benefit – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

6.18 Schedules – The following are Schedules to this Agreement and form an integral part of this Agreement:

Schedule A – Permitted Encumbrances

6.19 Modification – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

6.20 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

6.21 Non-Merger – None of the provisions of this Agreement will merge in the transfer of the Lands or any other documents delivered on the Completion Date and the provisions of this

Agreement will survive the completion of the purchase and sale transaction under this Agreement.

6.22 Counterparts – This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement.

6.23 Joint and Several Obligations – Where the Vendor comprises more than one person, the obligations of the Vendor are joint and several.

(This area intentionally left blank.)

As evidence of their agreement to be bound by the terms and conditions of this Agreement, the parties have executed this Agreement below:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69 (QUALICUM)

by its authorized signatory(ies):

Signature: 

Name: Eve Flynn

Title: Board Chair

Date: April 30, 2025

Signature: 

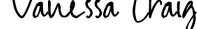
Name: Ron Amos

Title: Secretary Treasurer

Date: April 30, 2025

REGIONAL DISTRICT OF NANAIMO


by its authorized signatory(ies):

Signature: 

Name: Vanessa Craig

Title: Chair

Date: April 30, 2025

Signature: 

Name: Nelda Richardson

Title: Acting/Manager, Legislative Services, Acting/Corporate Officer

Date: April 30, 2025

SCHEDULE A – PERMITTED ENCUMBRANCES

Legal Notations

None

Charges, Liens and Interests

1. Exceptions and Reservations
Registration Number: M76300



ENVIRONMENTAL MANAGEMENT
& CONSULTING

PHASE I ENVIRONMENTAL SITE ASSESSMENT
French Creek Elementary School Property
2350 Alberni Highway, Coombs, BC

Prepared For:

Regional District of Nanaimo

Prepared By:

TerraWest Environmental Inc.

Project File: RDAH25-01

February 28th, 2025

EXECUTIVE SUMMARY

TerraWest Environmental Inc. (TerraWest) was retained by the Regional District of Nanaimo (RDN) (the 'Client') to complete a Phase I Environmental Site Assessment (ESA) for the property located at 2350 Alberni Highway in Coombs, BC. The ESA has been requested to evaluate possible environmental risks associated in support of a potential purchase of the property. 2350 Alberni Highway is herein referred to as the 'Subject Property' and or 'Site'.

The Subject Property was operated as French Creek Elementary School from c.1912 until 2014 when it was repurposed for use as a day care and training center until 2023. It is currently vacant. The building's earliest development occurred prior to the availability of natural gas as a heating fuel source therefore it is speculated that another type of fuel source would have been present historically, possibly heating oil. If heating oil was present, spills or release to the environment would be the primary concern. This speculation could not be validated and is based on 'local knowledge'. APECs have not been identified but the Client is advised that heating oil source may have been historical present and additional inspection is suggested if future development or renovation is planned for the Site.

APECs have not been identified on the Subject Property or surrounding land therefore further investigation is not recommended. The Client may elect to further pursue information to determine the presence or absence of heating oil as a fuel source. Terrawest could not confirm historical fuel sources and currently perceives the risk to the Site as low.

A hazardous materials assessment has been completed and provided under separate cover. Assessment of any building or system is legally required prior to renovation, modification, or demolition work, as per the *BC Occupational Health and Safety Regulation* 20.112. Please contact your TerraWest representative for additional information, requirements, or pricing if any of these activities are anticipated.

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FIGURE

Figure 1. Site Location

APPENDICES

- Appendix A. Land Titles
- Appendix B. Municipal Records
- Appendix C. Water Well and Contour Maps
- Appendix D. BC ENV Site Registry
- Appendix E. Select Aerial Photograph Excerpts
- Appendix F. Site Inspection Photographs

1.0 INTRODUCTION

TerraWest Environmental Inc. (TerraWest) was retained by the Regional District of Nanaimo (RDN) (the 'Client') to complete a Phase I Environmental Site Assessment (ESA) for the property located at 2350 Alberni Highway in Coombs, BC. The ESA has been requested to evaluate possible environmental risks associated in support of a potential purchase of the property. 2350 Alberni Highway is herein referred to as the 'Subject Property' and or 'Site'.

The Subject Property formerly operated as French Creek Elementary School until 2014 after which time it was repurposed for partial use as a daycare and also served as a training facility for community courses; e.g. first aid. It has been vacant since June 2023 and has been lightly maintained by the Client and School District 69 (Qualicum).

This Phase I ESA will identify areas of potential environmental concern (APECs), if present, as well as potential contaminants of concern (PCOCs) that may be associated with the Subject Property or neighbouring properties, currently or historically.

1.1 SITE DESCRIPTION, LOCATION, & ZONING

The Subject Property was developed as a primary elementary school and includes a large single story building with a gymnasium, classrooms, office space, and utility rooms. The grounds included a field, asphalt parking area, and dedicated garden.

The location and zoning is described as the following:

| Site Location & Zoning | |
|------------------------|---|
| Civic Address | 2350 Alberni Highway, Coombs, BC |
| Legal Description | Lot A, District Lot 143, Nanoose District, Plan 15661 PID: 004-523-555 |
| Zoning ¹ | T-1 – Institutional/Community Facility |

The general location of the Subject Property is shown on Figure 1.

¹ Regional District of Nanaimo (2025). RDN Public Viewer. Available from <https://webmap.rdn.bc.ca/Html5Viewer/?viewer=Public>

2.0 INTERVIEWS

Available persons familiar with the Subject Property were interviewed for anecdotal insights into the Site history, including land uses and activities, to identify the potential for negative environmental impacts. Where referenced in this report, evidence provided by the interviewees is cited as personal communications (e.g. PM-pers.comm.).

| Interviews | | |
|--|---------------|--|
| Operations Manager, School District (SD) 69 (Qualicum) | Phil Munroe | Mr. Munroe provided information regarding the current maintenance activities completed on-Site for the HVAC, surfacing, septic and electric systems. |
| Secretary Treasurer, SD 69 | Ron Amos | Mr. Amos provided information regarding the historical activities completed on-Site and of the most recent current activities. |
| Maintenance Manager, SD 69 | Mike Souchuck | Mr. Souchuck provided information regarding the current maintenance activities completed on-Site for the HVAC, surfacing, septic and electric systems. |
| Additional Comments | | Unsuccessful attempts were made to obtain contact information for other previous property owners and tenants. |

3.0 RECORDS REVIEW

| Land Titles | |
|--|--|
| Current Title Holder | The Board of School Trustees of School District No. 69 (Qualicum) |
| Date of Oldest Title reviewed | 1926 |
| Historic Land Title Holders or Lease Holders of Potential Environmental Significance | None identified |
| Municipal Records | |
| Regional District of Nanaimo | <p>An FOI request was made to the RDN however records could not be made available prior to the issuance of this report. It is understood that building permit records were not required prior to 2010 in this area of the RDN therefore past records are not anticipated. (SR-pers.comm.)</p> <p>Past building plans with dates were made available by the client². They indicate that multiple additions were added to the original structure over time. Copies of these plans are included in Appendix B.</p> |

² Source unknown.

| | |
|--|--|
| Coombs-Hillier Fire Volunteer Fire Department | <p>A request for records was made to the Fire Department however a formal response was not received prior to the issuance of this report.</p> <p>A discussion with the fire department representative indicated that the department did not have records of any fire events at the Site.</p> |
| Archive Records | |
| Fire Insurance Plans | No fire insurance maps cover the site or area ³ |
| Civic Directories | No civic directories cover the Site or area ⁴ |
| Other Sources of Information | |
| Water Wells within a 500 m radius ⁵ | <p>Three wells on-Site of an unknown class</p> <p>Twenty-six additional wells within 500 m identified mostly as 'water supply' wells.</p> |
| General topography | <p>Generally flat within the Site boundary, the surrounding land contains observable contours in multiple directions.</p> <p>French Creek is located to the east and a consistent elevation difference of approximately 10-15 m is present between the grade of the Site and the creek.</p> |
| Nearest Waterbodies ⁶ | French Creek (freshwater) adjacent to the east |
| Inferred groundwater flow | Towards French Creek. |
| Geology or Hydrogeology Reports Specific to the Property | No specific reports found or provided by the Client. |
| Site and Company Records | Property plans were provided by the Client and discussed in the municipality section above. |

A summary of land title ownership and the land titles are provided in Appendix A, municipal records in Appendix B, and iMap BC and Water Resource Atlas maps in Appendix C.

³ Building History (2025)

⁴ Vancouver Public Library's Information & Research Centre (2025)

⁵ Province of British Columbia (2025). iMapBC. Groundwater Wells – All. Available from <http://maps.gov.bc.ca/ess/hm/imap4m/>

⁶ <https://www2.gov.bc.ca/gov/content/data/geographic-data-services/web-based-mapping/imapbc>

3.1 BC ENV SITE REGISTRY

A search of the Ministry of Environment and Parks (BC ENV) Electronic BC Site Registry (the 'Site Registry') was conducted using BC Registries and Online Services by TerraWest for evidence of regulatory activity, notices, environmental orders, offences or permits filed under the *Environmental Management Act* against the current land titles, or other properties within a 500 m proximal radius.

The Site Registry search did not return any results specifically pertaining to the Subject Property; however, the search did identify one property located 360 m northeast. The property is not reasonably expected to be an off-Site source of PCOCs based on distance from the Subject Property and is located on the opposite side of French Creek. It was not researched further.

A copy of the search results generated by the Site Registry are presented in Appendix D.

3.2 AERIAL PHOTOGRAPHS & HISTORICAL LAND USE

The historical land use for the Site was determined through a historical records review as discussed in the Sections above. Additional historical information was obtained from aerial photographs between 1957 and 1998 from the University of British Columbia, and 2005 and 2019 from Google Earth. A gap of 8 years was noted between the 1972 and 1980 aerial photographs. The information gleaned from available aerial photographs for the Subject Property and adjacent or neighbouring properties is summarized below:

| Time Period | Description of Subject Property and Adjacent or Neighbouring Properties |
|--------------|---|
| 1957 to 1972 | <p>Subject Property:</p> <p>The Subject Property appears to be developed in the 1957 aerial photograph with a small structure in its north portion and the area occupied by the field in current time has been deforested. Further development is observed in the 1968 aerial photograph with the addition of a rectangular structure to the original building. No further development is observed in the remaining time period.</p> <p>Neighbouring Properties:</p> <p>At the start of this time period, the Alberni Highway as well as a rail line to the north are present and large areas of adjacent land is forested. Some rural development has occurred as discussed below.</p> <p>The west adjacent property is observed to be a cleared and vacant lot in the 1957 aerial photograph. Development is observed in the 1962 aerial photograph with a single family dwelling (SFD) in the lot's northwest corner, two SFDs in its southeast and southwest corners, and a shed adjacent south of the southwest SFD.</p> |

| Time Period | Description of Subject Property and Adjacent or Neighbouring Properties |
|--------------|--|
| | <p>The west neighbouring property is observed to be a vacant and cleared lot in the 1957 aerial photograph. Further development is noted in the 1962 aerial photograph with a rectangular building occupying the lot's northern portion.</p> <p>The north neighbouring property is vacant in the 1957. Two SFD's have been developed by 1962 aerial photograph. No further development is observed in the remaining time period.</p> <p>French Creek is east adjacent to the Subject Property. Properties further east appear as rural residential or potentially agricultural during this time period.</p> <p>The land to the south is forested in this time period.</p> |
| 1977 to 2022 | <p>Subject Property:</p> <p>The Subject Property appears to be further developed in 1977 with a square building present center of the Site which is understood to be the gymnasium. By 1980, an addition the original building appears added on its south side; this structure now appears as a long rectangle. Two additional buildings are present in the 1998 photograph which appear as small rectangular structures, possibly semi-permanent buildings ('portables'). Another small shed is observed south of the center square building in 2008. These two sheds are removed in the 2015 aerial photograph and no further development is noted in the remaining time period.</p> <p>No significant changes to the southeastern portion of the property is evident during this time. It appears as a grassy area likely used as play field. A garden was developed between 1998 and 2005 which remains present.</p> <p>The use of the property appears consistent over time for institutional use, a school.</p> <p>Neighbouring Properties:</p> <p>The west adjacent property appears to undergo additional development in the 1998 aerial photograph with an access road extending south and an additional SFD adjacent to this access road. A significant portion of this property is forested with its apparent use as residential. No further development is noted in the remaining time period.</p> <p>The northwest neighboring property is developed in the 1980s with the lot being separated into two. The west-most lot contained a rectangular building with an access road extending north, the eastmost lot contained an SFD. Further development is observed for the westmost lot in the 1998 aerial photograph with a rectangular building in the lot's northwest corner and a smaller rectangular building adjacent south. In addition, the eastmost lot is observed to be developed with a square building adjacent east of the SFD. Further development is noted for the westmost lot in the 2019 aerial</p> |

| Time Period | Description of Subject Property and Adjacent or Neighbouring Properties |
|-------------|--|
| | <p>photograph with an outdoor pool and shed adjacent south of the smaller rectangular building.</p> <p>The northeast neighbouring property is observed to be developed in the 1998 aerial photograph with a long rectangular building occupying the lot's east portion.</p> <p>The east adjacent property is further developed in the 1984 with two additional square buildings south of the northern building. Further development occurs before 2005 with a storage yard containing RVs is present in the southeast portion of the property. An additional square building is observed in the 2011. This property is understood to operate as an RV Park with retail commercial businesses present on the northern portion of the Site.</p> <p>French Creek remains adjacent to the east of the Subject Property. Properties further east are developed for commercial use during this time period.</p> <p>South and southwest of the Subject Property appears to be primarily forested during this time period.</p> |
| Comments | From the aerial photograph evidence, no properties of environmental significance were identified on the Subject Property or neighbouring properties at this time. No APECs were identified. |

Excerpts of select aerial photographs are presented in Appendix F.

4.0 SITE INSPECTION

The Site visit was conducted to confirm land uses and activities in order to identify the potential for negative environmental impacts. The data collected from the Site inspection is presented below:

| General | | |
|------------------------------|------------|---|
| Date Conducted | | February 11, 2025 |
| TerraWest Personnel | | Mark Adams |
| Limitations | | Ground outside covered in snow and ice; full visibility was impaired. |
| Subject Property Description | | |
| Property Use | Current | Vacant since June 2023 (SR-pers.comm) |
| | Historical | <p>The recent and historical history of the Site is understood as the following:</p> <p>2023–2014 – Used as day care and as a training facility for community courses; eg. first aid;</p> |

| | | |
|--|------------|---|
| | | 2014-c. early 1990s – French Creek Elementary School (RA-pers.comm). |
| BC CSR Schedule 2 Land Use Activities | Current | None observed |
| | Historical | None reported (RA-pers.comm) |
| Topography, Fill Areas, Geology, & Hydrogeology | | Generally flat and sloped down to the north, east and south. |
| Ground Cover | | <p>The north portion consists of asphalt and concrete ground surfaces;</p> <p>The south portion consists of grass;</p> <p>The following areas were observed to have concrete ground surfaces:</p> <ul style="list-style-type: none"> - Furnace rooms in the School and Gymnasium; - The pump house <p>In general, the concrete surfaces were in good condition with minor cracks.</p> |
| Roads, Parking Facilities, & Right-of-Ways | | Vehicle and pedestrian right-of-way via Alberni Highway |
| Surface Water Features | | None observed |
| Water Wells | | One water well present which provides potable water on-Site (RA-pers.comm.). |
| Buildings & Structures Descriptions | | |
| Buildings | Current | <p>The following structures were observed on-Site:</p> <p>School: A large two-storey rectangular, wood exterior building over concrete slab with an upper mezzanine in the second floor. The following basement or ground floor rooms were identified:</p> <ul style="list-style-type: none"> - Janitor's storage; - Furnace room, and; - Computer room <p>The following upper floor rooms were identified:</p> <ul style="list-style-type: none"> - Kindergarten classroom; - Two storage rooms; - Six classrooms; - Library; - Furnace room; - Electrical room; - Two office rooms; and; - Medical room. |

| | | |
|---------------------------|------------|--|
| | | <p>The second floor was used as a staff room.</p> <p>A small addition is present attached to the south end of the school which contained a groundwater well and water storage tanks.</p> <p>The original school began as a single-family dwelling in 1954. Additions were constructed to support the School in 1963, 1967 and 1975 (RA-pers.comm.).</p> <p>Gymnasium: One large one-storey square, wood and stucco exterior building over concrete slab. The following rooms were observed for the building:</p> <ul style="list-style-type: none"> - Gymnasium space; - Storage; - Furnace room; and; - Two bathrooms. <p>The gymnasium was constructed c.1977 as the last of development activities completed on-Site (RA-pers.comm.).</p> |
| | Historical | <p>The school was retrofitted from a SFD which was reportedly constructed in 1911 (RA-pers.comm.).</p> |
| Heating & Cooling Systems | Current | <p>Natural gas boiler units in the furnace rooms for both the school and gymnasium buildings. Ducting associated with the natural gas heating is present throughout both the school and gymnasium.</p> <p>The natural gas has reportedly be on-Site since the early 2000's (MS-pers.comm.).</p> |
| | Historical | <p>Historical heating systems present during the history of operations are not known however it is anticipated that other heating fuel sources may have been present due to the time period of operation; Including heating oil.</p> |
| Comment | | <p>The potential presence of heating oil as a fuel source is speculative and could not be verified through records research and field inspections. The possible presence of heating oil on-Site is not identified as an APEC at this time however is discussed further in the conclusion of the report.</p> |
| Mechanical Equipment | | <p>The electrical room for the school contained two large capacitors and large power distribution panels for the electrical services for the school;</p> <p>The pump house contained pumps, pre-stage filters and UV filters for extracted groundwater.</p> |

| Waste & Emission Generation | | |
|------------------------------------|------------------|---|
| Fuel Storage Tanks | Current | None observed |
| | Historical | None reported (MS-pers.comm.). Per heating system discussion above, it is considered possible that a heating oil tank may have been present to support earlier operation of the boiler-heating system. See discussion in conclusion of the report. |
| Storage Containers | | Cleaning products including sanitizer, floor cleaner, and toilet cleaner were observed in the janitor storage; Two bags of de-icing salt and an 18 L pail of acrylic was observed in a cabinet within the medical room; The following storage vessels were observed in the Pump house: <ul style="list-style-type: none"> - 4 x 500-gallon storage tanks for treated water; - One 45-gallon drum for storing chlorine. |
| Liquid Waste Generation & Disposal | | Sewage is processed via a septic tank and discharged to a septic field. The septic tank is reportedly very large and consists of at least two chambers. The septic system is maintained by a third-party contractor but is currently not inspected as the Site is currently not in use (MS-pers.comm.). |
| Odours | | None observed |
| Staining | Surface | Minor spot stains were observed on the concrete surface for the pump house. |
| | Walls & Ceilings | None observed |
| Stressed Vegetation | | None observed |
| Drains & Sumps | | Stormwater gutters were observed for the rooftops of each building on-Site and flowed into what's most likely an underground perimeter drain (MS-pers.comm.). |
| Air Emissions | | None observed |
| Services & Utilities | | |
| Water | | Private Water Well (On-Site) |
| Sewage | | Private septic tank and field (on-Site) |
| Storm Sewer | | Regional District of Nanaimo |
| Electricity | | BC Hydro |
| Natural Gas | | Fortis BC |
| Solid Waste Disposal | | Garbage and landscape trimmings are collected on-Site and disposed off-Site by the Client. |

| Other | |
|--|--|
| Identified Hazardous Materials & Special Attention Items | <p>A hazardous building materials survey has been completed in tandem with this report and provided to the client separately. Conclusions with respect to hazardous building material identification should be sought direction from that report.</p> <p>No other hazardous materials were identified on the Subject Property.</p> |

Photographs of the Site and surrounding area taken during the Site investigation are presented in Appendix G.

4.1 ADJACENT & NEIGHBOURING PROPERTIES

Adjacent and neighbouring properties were observed by TerraWest for indications of current and/or historical land use activities that could potentially represent off-Site sources of contamination. A summary of neighbouring property land uses is presented below:

| Direction From Site | Address | Current Use | Comments |
|---------------------|-------------------------------|----------------------------|-------------|
| North/Northwest | Alberni Highway | Transportation Corridor | No comments |
| | 2351 Alberni Highway | Residential | No comments |
| Northeast | 2345 Alberni Highway | Commercial strip | No comments |
| West/Southwest | 2366 Alberni Highway | Residential | No comments |
| East | 2346 and 2348 Alberni Highway | Residential and commercial | No comments |
| South | 2348 Alberni Highway | Forest | No comments |
| Southeast | French Creek | Waterbody | No comments |

Based on the available information, none of the neighbouring properties are considered off-Site APECs at this time.

5.0 CONCLUSIONS

The Subject Property was operated as French Creek Elementary School from c.1912 until 2014 when it was repurposed for use as a day care and training center until 2023. It is currently vacant. The building's earliest development occurred prior to the availability of natural gas as a heating fuel source therefore it is speculated that another type of fuel source would have been present historically, possibly heating oil. If heating oil was present, spills or release to the environment would be the primary concern. This speculation could **not be validated and is based on 'local knowledge'**. APECs have not been identified but the Client is advised that heating oil source may have been historical present and additional inspection is suggested if future development or renovation is planned for the Site.

APECs have not been identified on the Subject Property or surrounding land therefore further investigation is not recommended. The Client may elect to further pursue information to determine the presence or absence of heating oil as a fuel source. TerraWest could not confirm historical fuel sources and currently perceives the risk to the Site as low.

A hazardous materials assessment has been completed and provided under separate cover. Assessment of any building or system is legally required prior to renovation, modification, or demolition work, as per the *BC Occupational Health and Safety Regulation* 20.112. Please contact your TerraWest representative for additional information, requirements, or pricing if any of these activities are anticipated.

5.1 PROJECT TERMS OF REFERENCE

TerraWest understands that this Phase I ESA was commissioned to assist the Client in assessing the potential for environmental liabilities, if present, with respect to the Subject Property.

This Phase I ESA has been completed in accordance with protocols established by the Canadian Standards Association in CSA-Z768-01 Guideline – Phase I Environmental Site Assessment. These protocols are recognized Canada-wide by the Canadian Bankers Association and financial lenders as the standard form of environmental due diligence required for real estate transactions. The format is also consistent with the Canadian Mortgage and Housing Corporation's requirements for the completion of a Phase I ESA.

The Phase I ESA presents an independent third-party assessment of the environmental conditions of the Subject Property and provides conclusions that may be relied upon by the Client for their private business purposes.

6.0 LIMITATIONS & CLOSURE

TerraWest Environmental Inc. has prepared this report for the exclusive use of its Client, the Regional District of Nanaimo, and may be relied upon by the Client for their private business purposes. Any other third party use of this report, or reliance placed on it, or decisions taken based on it, is the responsibility of such parties. TerraWest accepts no responsibility for any damages suffered by any third party, or any claims made by any third party as a result of decisions made or actions taken, based on this report. This report does not constitute any expression of legal opinion, and the Regional District of Nanaimo is specifically advised to seek professional legal opinions with respect to applicable regulatory statutes in this matter.

The Subject Property is comprised of the lot as outlined above in Section 1.1. Environmental background information and descriptions provided by this Phase I ESA report are limited to the identified lot only. This report complies with production of a standard Phase I ESA. TerraWest understands that the Phase I ESA report will not be submitted to the British Columbia Ministry of Environment and Parks (BC ENV) under the formal *Contaminated Sites Regulation* process.

Investigations described by this report were initiated on the Subject Property at the request of the Client. TerraWest's investigations were conducted in accordance with generally accepted practices of such environmental investigations. No other warranties are made, either expressed or implied. The methodology, observations, conclusions and recommendations in the report are based solely upon the scope of work agreed upon with the Client and are subject to the time and budget considerations described in the associated proposal and/or client confirmation.

The findings of this report are partially based on information provided to TerraWest by the Client and other individuals or organizations. While TerraWest believes that information was provided in good faith and has attempted to verify such information where possible, TerraWest does not accept any responsibility for any inaccuracies, deficiencies or omissions contained in this report, based on the use of such information. These findings and conclusions contained in this report are valid as of the date of this report.

These report findings are partially based on TerraWest's observations of Site environmental conditions, limited to the dates and specific locations of investigation. TerraWest offers no warranty, either expressed or implied, as to the presence or potential presence of any chemical substances or contamination on the Subject Property covered by this report. This report constitutes neither an endorsement nor a condemnation of the Subject Property.

A signed paper copy of this report constitutes the official and complete deliverable document of record in this matter. The complete report includes the main report text, attachments and appendices, as identified in the Table of Contents and is designed to be reviewed in its entirety; statements taken out of context could be misleading. Should this report be distributed by means of digital transmission, or copied in paper hardcopy form, TerraWest accepts no liability for the completeness, accuracy or digital compatibility of the files provided.

Prepared by:

Reviewed by:



Shane Jager, EIT
Environmental Engineer



Mathew Isenor, P.Chem, P.Ag
Manager – Northern Operations

FIGURE

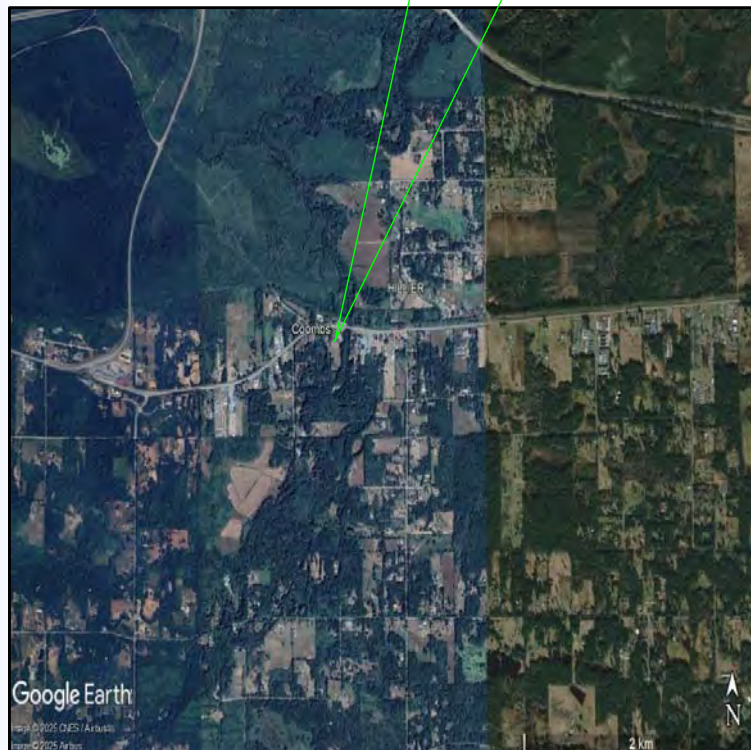


FIGURE 1. SITE LOCATION

CLIENT: REGIONAL DISTRICT OF NANAIMO
 LOCATION: 2350 ALBERNI HIGHWAY, COOMBS, BC
 PROJECT: ABHC25-01
 DATE: FEBRUARY 2025
 CREATED BY: SJ

LEGEND

--- SITE BOUNDARY

THIS FIGURE IS SUBJECT TO THE SAME LIMITATIONS OUTLINED IN THE REPORT BODY.
 THIS FIGURE IS FOR INTERPRETATION ONLY AND IS INTENDED TO BE VIEWED IN COLOUR ON 8 1/2"x11" SIZED PAPER.
 THE BOUNDARIES AND SCALE DEPICTED ARE APPROXIMATE.
 SOURCE: GOOGLE EARTH

APPENDIX A.

LAND TITLES



ENVIRONMENTAL SEARCH FORM

CURRENT LEGAL

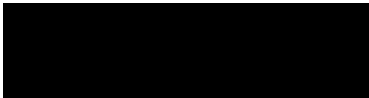
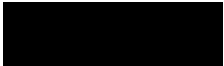
Lot A, Plan VIP15661, District Lot 143, Nanoose Land District

CLIENT : **TerraWest
Environmental Inc.**

INVOICE: W334533

PID: 004-523-555

File Ref.: RDAH25-01

| Title No. | Registered Owner | Title Registered | Title Cancelled | Prior Legal(s) | See Title attached for Charges <i>Pertinent Charges noted below</i> |
|--------------------------------------|---|------------------|-----------------|--|--|
| 320205I FROM 319547I 76043N | THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69 QUALICUM | OCT 23 1962 | | LOT A DISTRICT LOT 143 NANOOSE DISTRICT PLAN 15661 | EXCEPTION AND RESERVATIONS |
| 319547I | THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69 QUALICUM | OCT 2 1962 | OCT 24 1962 | SEE ATTACHED | EXCEPTION AND RESERVATIONS |
| 97820N |  | NOV 13 1961 | OCT 26 1981 | LOT 8 DISTRICT LOT 143 NANOOSE DISTRICT PLAN 2064 | EXCEPTION AND RESERVATIONS |
| 23141N |  | DEC 23 1938 | NOV 17 1961 | LOT 8 DISTRICT LOT 143 NANOOSE DISTRICT PLAN 2064 | EXCEPTION AND RESERVATIONS |

DISCLAIMER: *It is recommended to always obtain online titles (current and cancelled) showing live and cancelled charges. If requested, we will print online titles reflecting all current/former registered owners and any live and cancelled charges. The notation "online title not viewed" indicates we have only confirmed the name of one registered owner and have not checked charge information. Information on the form can be verified by checking the LTO documents. If you have any questions, please contact West Coast Title Search Ltd. in New Westminster at 604-659-8600 or 1-800-553-1936 and in Victoria at 250-405-6000 or 1-800-667-7767.*

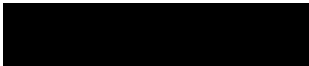


ENVIRONMENTAL SEARCH FORM

CURRENT LEGAL

Lot A, Plan VIP15661, District Lot 143, Nanoose Land District

CLIENT : TerraWest
Environmental Inc.

| | | | | | |
|------------------------------------|---|--------------|--------------|---|--------------------------------|
| 9219M FROM 5212N 24960I |  | JUNE 29 1926 | DEC 24 1938 | LOT 8 DISTRICT LOT 143 NANOOSE DISTRICT PLAN 2064 | EXCEPTIONS AND RESERVATIONS |
| 5212N | DID NOT FOLLOW | | | | |
| 29460I | DID NOT FOLLOW | | | | |
| 76043N FROM 65655N 75875N | THE BOARD OF SCHOOL TRUSTEES OF THE SCHOOL DISTRICT 69 QUALICUM | JUNE 25 1956 | OCT 23 1962 | LOT 2 DISTRICT LOT 143 NANOOSE DISTRICT PLAN 11102 | EXCEPTION AND RESERVATIONS |
| 65655N | THE BOARD OF SCHOOL TRUSTEES OF THE SCHOOL DISTRICT 69 QUALICUM | MAY 26 1953 | JUNE 27 1956 | LOT 2 DISTRICT LOT 143 NANOOSE DISTRICT PLAN 2064 | EXCEPTIONS AND RESERVATIONS |
| 1823N | DID NOT FOLLOW | | | | |
| 75875N | THE BOARD OF SCHOOL TRUSTEES OF THE SCHOOL DISTRICT 69 QUALICUM | JUNE 7 1956 | JUNE 27 1956 | SEE ATTACHED SEARCH | EXCEPTION AND RESERVATIONS |
| 2351N | DID NOT FOLLOW | | | | |

DISCLAIMER: *It is recommended to always obtain online titles (current and cancelled) showing live and cancelled charges. If requested, we will print online titles reflecting all current/former registered owners and any live and cancelled charges. The notation "online title not viewed" indicates we have only confirmed the name of one registered owner and have not checked charge information. Information on the form can be verified by checking the LTO documents. If you have any questions, please contact West Coast Title Search Ltd. in New Westminster at 604-659-8600 or 1-800-553-1936 and in Victoria at 250-405-6000 or 1-800-667-7767.*

E:\D drive\Current Projects\Regional District of Nanaimo\RDH25-01 Phase 1 2350 Alberni Hwy Coombs\Appendices\Appendix A - Land Titles\004-523-555_Report.docx



West Coast
Title Search

ENVIRONMENTAL SEARCH FORM

CURRENT LEGAL

Lot A, Plan VIP15661, District Lot 143, Nanoose Land District

CLIENT : TerraWest

Environmental Inc.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |

DISCLAIMER: *It is recommended to always obtain online titles (current and cancelled) showing live and cancelled charges. If requested, we will print online titles reflecting all current/former registered owners and any live and cancelled charges. The notation “online title not viewed” indicates we have only confirmed the name of one registered owner and have not checked charge information. Information on the form can be verified by checking the LTO documents. If you have any questions, please contact West Coast Title Search Ltd. in New Westminster at 604-659-8600 or 1-800-553-1936 and in Victoria at 250-405-6000 or 1-800-667-7767.*

E:\D drive\Current Projects\Regional District of Nanaimo\RD\AH25-01 Phase 1\2350 Alberni Hwy Coombs\Appendices\Appendix A - Land Titles\004-523-555_Report.docx

The requested title search results are displayed below. There is no fee for these results.



2025-02-11 09:25:46

Title Search Results

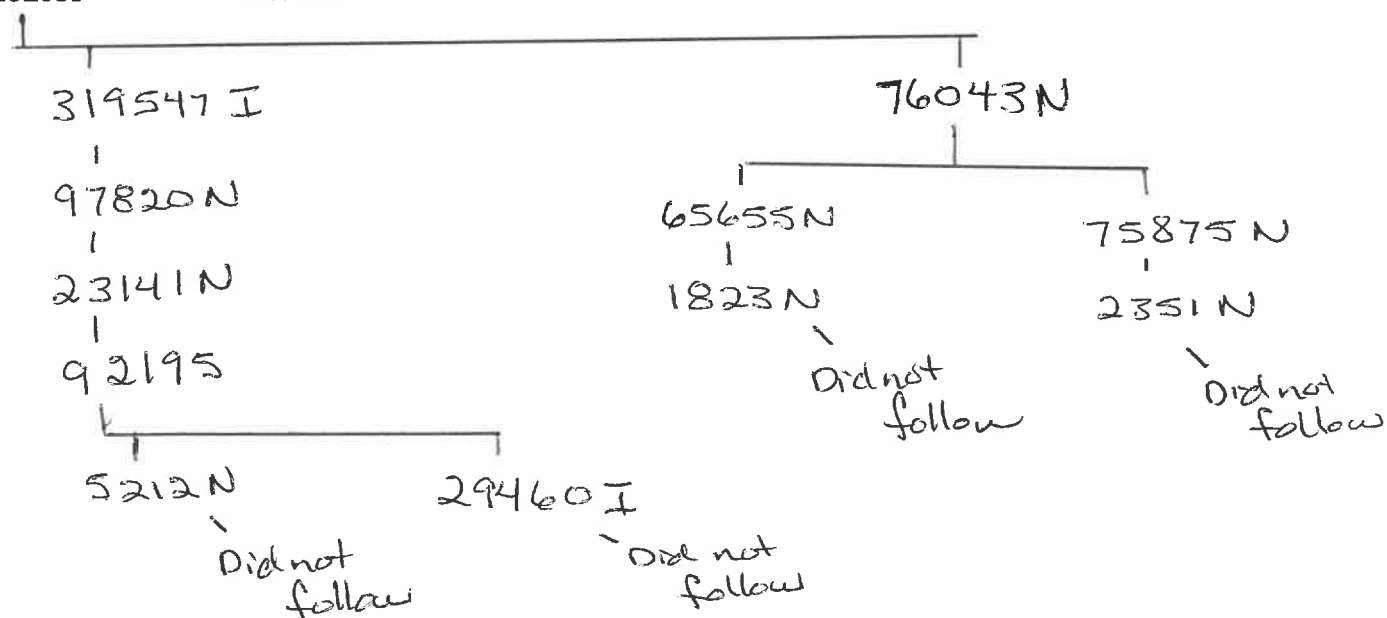
Requestor: Dave Fast

File Reference: w334533

PID 004-523-555 S/15661/////A

PENDING APPLICATIONS: There are no pending applications

| Title Number | Land Title District | Status | First Owner Name on Title |
|--------------|---------------------|------------|---------------------------|
| 320205I | Victoria | REGISTERED | TH* |



****CURRENT AND CANCELLED INFORMATION SHOWN****

| | |
|---|---|
| Title Issued Under | SECTION 172 LAND TITLE ACT |
| Land Title District Land Title Office | VICTORIA VICTORIA |
| Title Number From Title Number | 320205I 319547I 76043N |
| Application Received | 1962-10-18 |
| Application Entered | 1962-10-23 |
| Registered Owner in Fee Simple Registered Owner/Mailing Address: | THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69 (QUALICUM) QUALICUM BEACH, BC |
| Taxation Authority | Port Alberni Assessment Area |
| Description of Land Parcel Identifier: Legal Description: | 004-523-555 LOT A, DISTRICT LOT 143, NANOOSE DISTRICT, PLAN 15661 |
| Legal Notations | NONE |
| Charges, Liens and Interests Nature: Registration Number: Registered Owner: Remarks: | EXCEPTIONS AND RESERVATIONS M76300 ESQUIMALT AND NANAIMO RAILWAY COMPANY INTER ALIA A.F.B. 9.693.7434A 271563G; SECTION 172(3) FOR ACTUAL DATE AND TIME OF REGISTRATION SEE ORIGINAL GRANT FROM E & N RAILWAY COMPANY |
| Duplicate Indefeasible Title | NONE OUTSTANDING |
| Transfers | NONE |

TITLE SEARCH PRINT
File Reference: w334533

2025-02-11, 09:26:17
Requestor: Dave Fast

Pending Applications

NONE

Corrections

M76300 CHARGE NUMBER DATE: M76300 1986-09-22 12:31:00 PREVIOUS TEXT:
01/08/1983

M76300 CHARGE NUMBER TIME: M76300 1986-09-22 12:31:00 PREVIOUS TEXT:
08:00

ET62424A CHARGE OWNER NAME CORRECTED M76300 2002-06-05 09:30:00

PARCEL IDENTIFIER (PID): 004-523-555

SHORT LEGAL DESCRIPTION:S/15661/////A

MARG:

TAXATION AUTHORITY:

1 Port Alberni Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

LOT A, DISTRICT LOT 143, NANOOSE DISTRICT, PLAN 15661

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN VIP15661

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

CHAIN 1

FOR OTHER ABBREVIATIONS
FILL IN HERE.

R-EXCEPTIONS AND RESERVATIONS CONTAINED
IN THE ORIGINAL GRANT FROM THE F. SUI-
MALT AND NANAIMO RAILWAY COMPANY

| LAND | Nature of Charge | No. | Date of Application | Time | OWNER OF CHARGE | Value or Amount | PARTICULARS, TERM, RATE, ETC. | RELEASES | | Registrar's Signature to Releases |
|------|------------------|---------|---------------------|------|---------------------------------------|-----------------|-------------------------------|----------|------|-----------------------------------|
| | | | | | | | | No. | Date | |
| A11 | R. | 58681-G | | | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |

- (a) The subsisting exceptions or reservations contained in the original grant from the Crown;
- (b) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land;
- (c) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, including any such rate or assessment imposed by any public corporate body having taxing powers over an area in which the land is situate;
- (d) Any lease, or agreement for lease, for a period not exceeding three years, where there is no occupation under the same;
- (e) Any public highway or right-of-way, watercourse, or right of water, or other public easement;
- (f) Any right of expropriation by Statute;
- (g) Any lis pendens or mechanics' lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or attachment assigned under the *Bankruptcy Act*, registered since the date of the application for registration;
- (h) Any condition, exception, reservation, charge, lien, or interest noted or endorsed thereon;
- (i) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improvable in this certificate;
- (j) The right of any person to show fraud, wherein the registered owner or wherein the person from or through whom the registered owner derived his right or title otherwise than *bona fide* for value has participated in any degree;
- (k) Any restrictive condition, right of reverter, or other interest imposed under the *Forest Act* when noted and endorsed thereon.

This Certificate may be affected by the Land Act Amendment Act, 1961.

From Certificate No. 23141-N



No. 97820-N

FORM F (Section 142)

Certificate of Indefeasible Title

Date of application for registration, the 13th day of November at 10.43 a.m., 1961
 Register, Vol. 392

This is to certify that

~~are~~ absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to ~~that~~

piece of land situate in the Nanaimo Assessment District

and Province of British Columbia, and more particularly known and described as:—

THE FOLLOWING PIECES OF LAND HAVE
BEEN TRANSFERRED

[illegible]

| | |
|--------------|-----------------------------------|
| Lot | Eight (8) |
| District Lot | One Hundred and Forty-three (143) |
| District | NanOOSE |
| Plan | 2064 |

CANCELLED

Oct 26 1981

By K94395

Per s. 188(5)

No.

Subject to Provincial Home-acquisition Grant Act.

Date of entitlement.....MARCH 30 196

In witness whereof *I have hereunto set my hand and seal of office*

at Victoria British Columbia

this 16 day of November

19 61

J. V. Carter

Registrar

PGOVEN/422

ABBREVIATIONS:
 M. = Mortgage in fee.
 R.P. = Right to purchase.
 S.R.P. = Sub-right to purchase.
 L.P. = Lis pendens.
 L. = Lease.
 R.C. = Restrictive covenant.

FOR OTHER ABBREVIATIONS
 FILL IN HERE.

CHARGES, LIENS, AND INTERESTS

EXCEPTIONS AND RESERVATIONS CONTAINED
 IN THE CHARGE GRANT FROM THE ESQUI-
 MALT AND NANAIMO RAILWAY COMPANY

| LAND | Nature of Charge | No. | Date of Application | Time | OWNER OF CHARGE | Value or Amount | PARTICULARS, TERM, RATE, ETC. | RELEASES | | Registrar's Signature to Releases |
|------|------------------|---------|---------------------|-------|---------------------------------------|-----------------|-------------------------------|----------|--------|-----------------------------------|
| | | | | | | | | No. | Date | |
| ALL | R | 58681-G | | | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |
| all | M | 261900 | 16.1.62 | 11.38 | West Coast Credit Union | \$1000 at 7% | | R116259 | 7.6.62 | J. J. D. [Signature] |
| all | RP | 338720 | 28.3.67 | 11.50 | [Redacted] | | | | | |

176426

12/1/79

- (a.) The subsisting exceptions or reservations contained in the original grant from the Crown:
- (b.) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land:
- (c.) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, including any charge, rate, or assessment imposed by any public corporation body having taxing powers over an area in which the land is situate:
- (d.) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same:
- (e.) Any public highway or right-of-way, water-course, or right of water, or other public use:
- (f.) Any right of expropriation by Statute:
- (g.) Any lis pendens or mechanics' lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the "Bankruptcy Act," registered since the date of the application for registration:
- (h.) Any condition, exception, reservation, charge, lien or right of any kind otherwise than by deed:
- (i.) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate:
- (j.) The right of any person to show fraud, wherein the registered owner or wherein the person for or through whom the registered owner derived his right to the land has obtained the fee for value has participated in any degree.



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

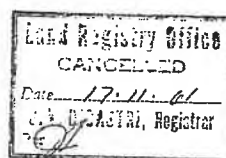
Certificate of Indefeasible Title

This is to certify that

is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to ^{that} _____
piece of land situate in the Nanaimo Assessment District _____
and Province of British Columbia, and more particularly known and described as:— Lot
eight (8), of Lot one hundred and forty-three (143), NANOOSE DISTRICT, Plan 20/4.

[illegible]

FORM F.



In witness whereof I have hereunto set my hand and seal of
 office at Victoria, British
24th December
Columbia, this 38 day of 19

[OVER.]
A:

Registrar

ABBREVIATIONS:
M.=Mortgage in fee.
R.P.=Right to purchase.
S.R.P.=Sub-right to purchase.
L.P.=Lis pendens.
L.=Lease.
R.C.=Restrictive Covenant.

FOR OTHER ABBREVIATIONS
FILL IN HERE:

Charges, Liens, and Interests.

Reservations of Minerals, Etc.

★ 40M-328-5673

| LAND. | Nature of Charge. | No. | Date of Application. | Time. | OWNER OF CHARGE. | Value or Amount. | PARTICULARS, TERM, RATE, ETC. | RELEASES. | | Registrar's Signature to Releases. |
|------------|-------------------|---------|----------------------------|---------|---------------------------------------|------------------|---|-----------|-------|------------------------------------|
| | | | | | | | | No. | Date. | |
| A11 | R | 58681-G | 30.6.26 | 10 a.m. | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |
| <i>all</i> | | | <i>Mr 1737, 1738, 1739</i> | | | | <i>1000 dated 1985. 12.5.85. H. J. L. and Reg. 27th Mike Black. Pw h.c.</i> | | | |

- (a.) The subsisting exceptions or reservations contained in the original grant from the Crown:
- (b.) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land:
- (c.) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, including any such charge, rate, or assessment imposed by any public corporate body having taxing powers over an area in which the land is situate:
- (d.) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same:
- (e.) Any public highway or right-of-way, watercourse, or right of water, or other public easement:
- (f.) Any right of expropriation by Statute:
- (g.) Any *lis pendens* or mechanic's lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the "Bankruptcy Act," registered since the date of the application for registration:
- (h.) Any condition, exception, reservation, charge, lien or interest noted or endorsed hereon:
- (i.) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate:
- (j.) The right of any person to show fraud, wherein the registered owner or wherein the person through whom the registered owner derived his right or title participated *non bona fide* for value has participated in any degree.



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

No. 9219-II

Date of Application for registration, the Twenty-ninth day of June at 11.20 a.m., 192 6

Register, Vol. 37

This is to certify that

is absolutely and indefeasibly entitled in Fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to that piece of land situate in the Assessment District of Nanaimo and Province of British Columbia, and more particularly known and described as:— Lot Eight (8). of Lot One hundred and Forty-three (143). NANOOSE DISTRICT, Plan 2064.

[illegible]

In witness whereof I have hereunto set my hand and seal of
office at Victoria, British
Columbia, this 29th day of June,
1926

V B 7 / Ward
Deputy Registrar.



ABBREVIATIONS:
M.=Mortgage in fee.
R.P.=Right to purchase.
S.R.P.=Sub-right to purchase.
L.P.=Lis pendens.
L.=Lease.
R.C.=Restrictive Covenant.

FOR OTHER ABBREVIATIONS
FILL IN HERE:

R. = Reservations of Minerals

25M-1025-2440

| LAND. | Nature of Charge. | No. | Date of Application. | Time. | OWNER OF CHARGE. | Value or Amount. | PARTICULARS, TERM, RATE, ETC. | RELEASES. | | Registrar's Signature to Releases. |
|-------|-------------------|-------|----------------------|-------|---------------------------------------|------------------|-------------------------------|-----------|-------|------------------------------------|
| | | | | | | | | No. | Date. | |
| all | R | 58689 | 30626 | 1904 | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |

CHAIN 2

- (a) Charges in possession, which is subject to—
 - (1) The existing exceptions or reservations contained in the original grant from the Crown;
 - (2) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land;
 - (3) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, and any other charge, rate, or assessment imposed by any public or corporate body having taxing powers over an area in which the land is situate;
 - (4) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same;
 - (5) Any public highway or right-of-way, watercourse, or right of water, or other public easement;
 - (6) Any right of expropriation by Statute;
 - (7) Any lis pendens or mechanics' lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the "Bankruptcy Act" made after the date of the application for registration;
 - (8) Any condition, exception, reservation, charge, lien, or interest noted or endorsed hereon;
- (b) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate;
- (c) The right of any person to show fraud, wherein the registered owner or wherein the person from or through whom the registered owner derived his right or title otherwise than bona fide for value has participated in any degree;
- (d) Any restrictive condition, right of reverter, or other charge or interest noted on the "Forest Act," when noted and endorsed hereon.



THE GOVERNMENT OF
THE PROVINCE OF WESTERN AUSTRALIA

Certificate of Indefeasible Title

Register, Vol. 305

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL

are absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to that

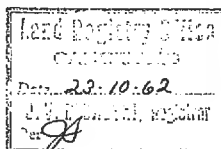
piece of land situate in the Nanaimo Assessment District
and Province of British Columbia, and more particularly known and described as:—

Plan 15661 (A11)

| | |
|--------------|-----------------------------------|
| Lot | Two (2) |
| District Lot | One hundred and forty-three (143) |
| District | Nanoose |
| Plan | 11102 |

[illegible]

FORM F



at Victoria, British Columbia,
this 27th day of June
19 56

[OVER]

Dedicated to the...

md 20/731

CHARGES, LIENS, AND INTEREST

R-EXCEPTIONS AND RESERVATIONS CONTAINED IN THE ORIGINAL GRANT FROM THE BC MALT AND NANAIMO RAILWAY COMPANY

★ 100M-1154-3357 (4)

| LAND | | Nature of Charge | No. | Date of Application | Time | OWNER OF CHARGE | Value or Amount | PARTICULARS, TERM, RATE, ETC. | RELEASES | | Registrar's Signature to Releases |
|------|-----|------------------|----------|---------------------|------|---------------------------------------|-----------------|-------------------------------|----------|------|-----------------------------------|
| | | | | | | | | | No. | Date | |
| | All | R. | 197764-3 | | | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |

CHAIN 3

CHARGES, LIENS, AND INTEREST

R-EXCEPTIONS AND RESERVATIONS CONTAINED
IN THE ORIGINAL GRANT FROM THE ESQU-
MALT AND NANAIMO RAILWAY COMPANY

★ 100M-852-6732 (4)

| LAND | Nature of Charge | No. | Date of Application | Time | OWNER OF CHARGE | Value or Amount | PARTICULARS, TERM, RATE, ETC. | RELEASES | | Registrar's Signature to Releases |
|------|------------------|----------|---------------------|------|---------------------------------------|-----------------|-------------------------------|----------|------|-----------------------------------|
| | | | | | | | | No. | Date | |
| A11 | R | 169333-G | | | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |

CHAIN 4

df 18.424

CHARGES, LIENS, AND INTEREST

★ 100M-1154-3357 (

| LAND | Nature of Charge | No. | Date of Application | Time | OWNER OF CHARGE | Value or Amount | PARTICULARS, TERM, RATE, ETC. | RELEASES | | Registrar's Signature to Releases |
|------|------------------|----------|---------------------|------|---------------------------------------|-----------------|-------------------------------|----------|------|-----------------------------------|
| | | | | | | | | No. | Date | |
| All | R | 197239-G | | | ESQUIMALT AND NANAIMO RAILWAY COMPANY | | | | | |

APPENDIX B.

MUNICIPAL RECORDS

A floor plan diagram of a basement area. The layout includes a large 'BASEMENT' room at the top right, a 'JANITOR'S STORAGE' room at the top left, a 'FURNACE ROOM' on the right side, and a 'COMPUTER ROOM' at the bottom right. A central 'HALL' connects these rooms, featuring a staircase and a small square object. An 'ENTRY' is located on the left side of the hall, with an exterior door. A 'COVERED PLAY AREA' is situated at the bottom left. The plan uses standard architectural symbols for doors, windows, stairs, and furniture.

JANITOR'S
STORAGE

BASEMENT

ENTRY

HALL

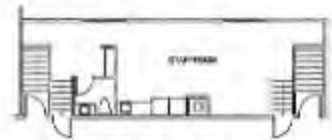
FURNACE
ROOM

COVERED
PLAY
AREA

COMPUTER
ROOM

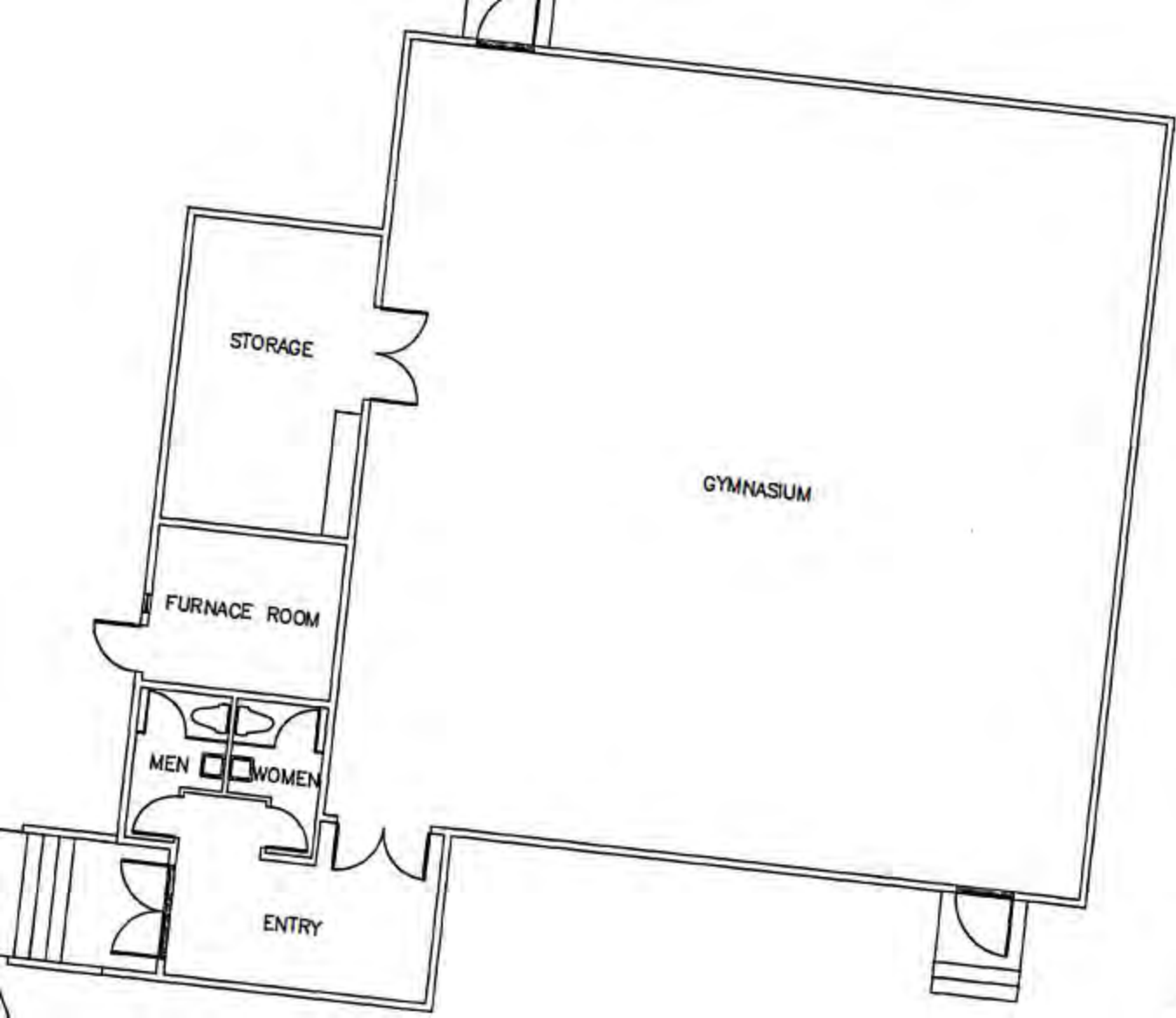


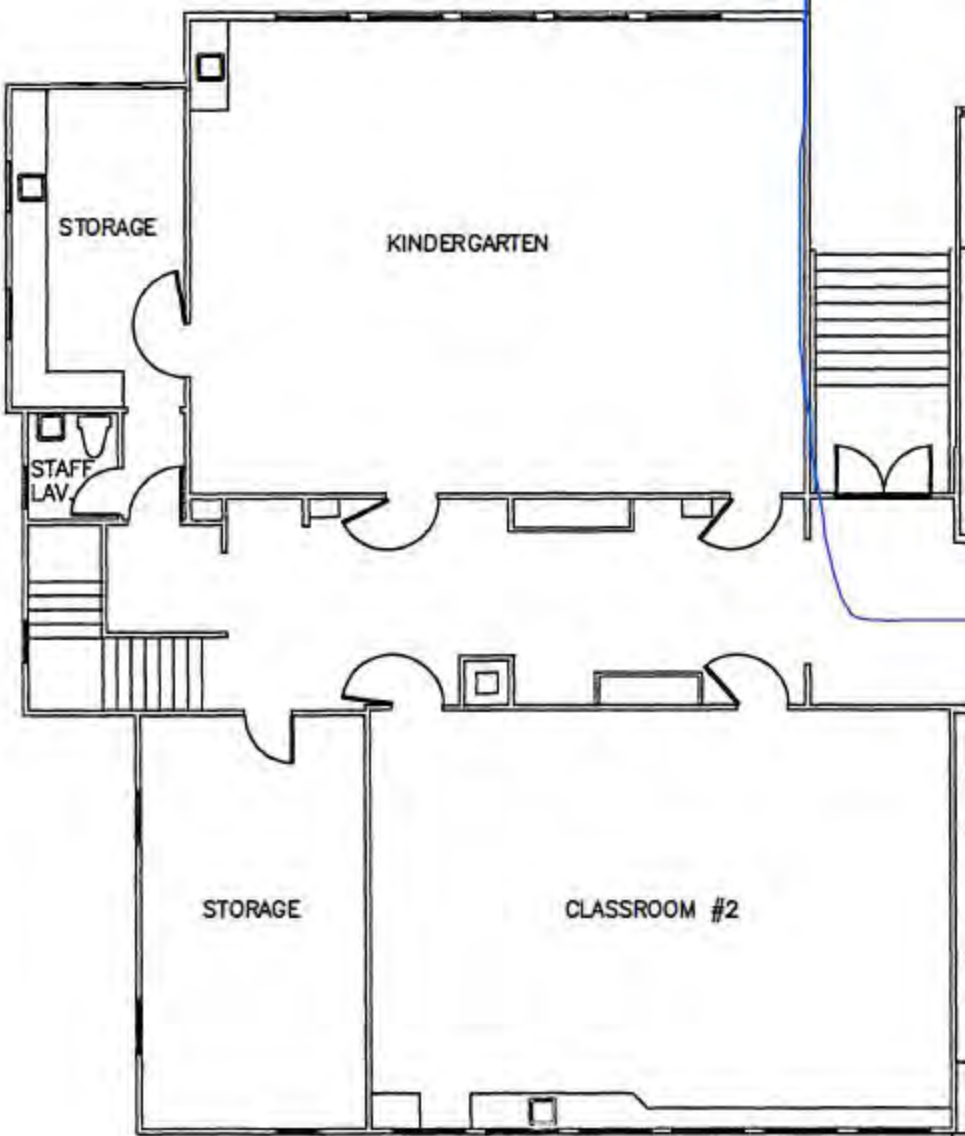
BASMENT PLAN



KITCHEN AND LAUNDRY







A floor plan diagram showing a hallway and two classrooms. At the top is a large rectangular room labeled 'CLASSROOM #1'. Below it is a horizontal hallway labeled 'CORRIDOR'. At the bottom is another large rectangular room labeled 'CLASSROOM #3'. The corridor has arched doorways on both sides. A staircase is located on the right side of the corridor. A desk is positioned in the corridor, with a line pointing from it towards Classroom #3. Handwritten text 'KWL's' is written on the corridor with arrows pointing left and right. There are small square symbols in Classroom #1, Classroom #3, and the corridor. Blue lines are drawn on the right and bottom edges of the plan.

CLASSROOM #1

CORRIDOR

CLASSROOM #3

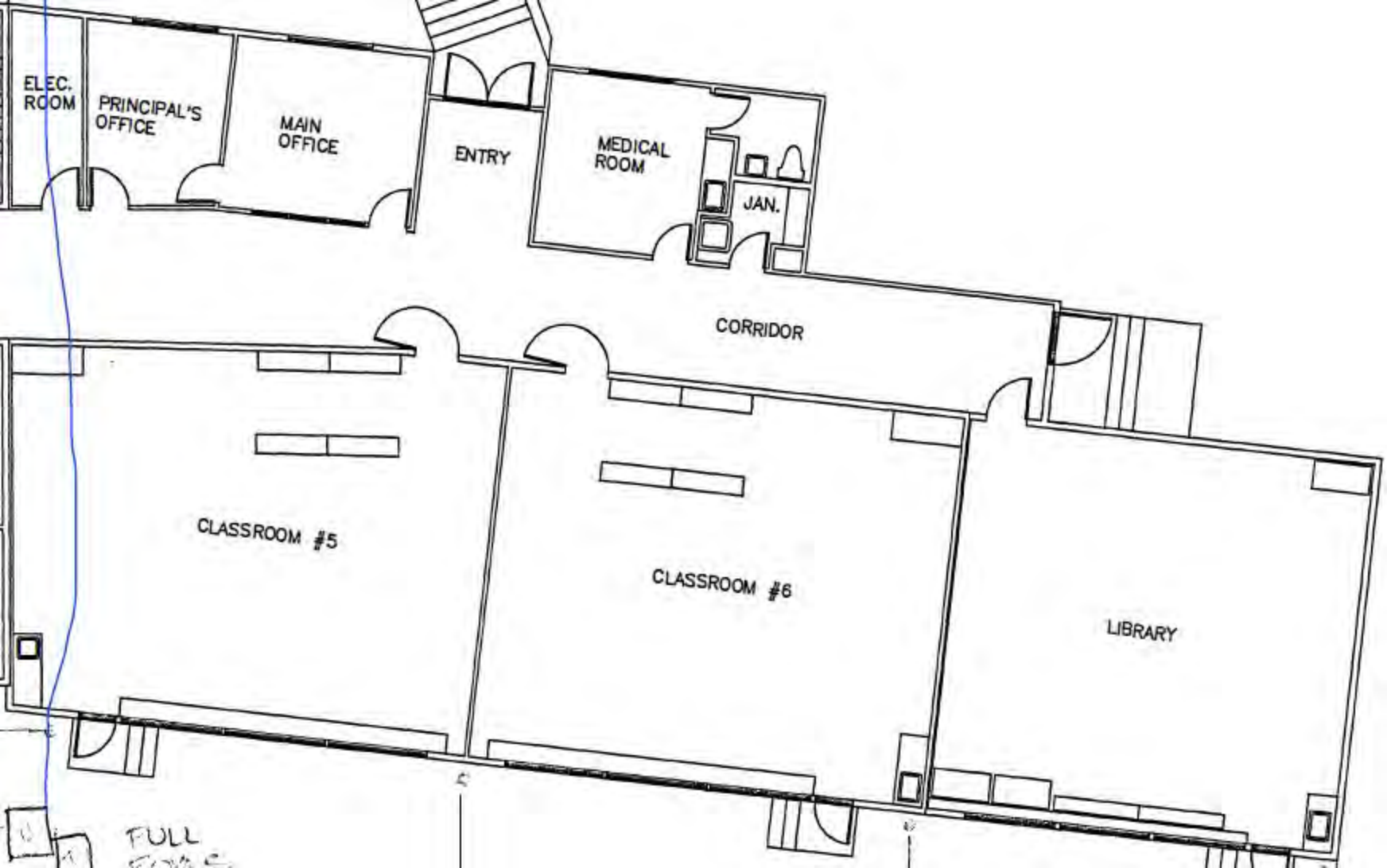
A floor plan diagram showing Classroom #4 at the bottom and three smaller rooms at the top: Boy's Washroom, Furnace Room, and Girl's Washroom. The Boy's Washroom contains a toilet and a sink. The Furnace Room contains a furnace unit and a door. The Girl's Washroom contains three sinks. A blue line runs vertically along the left side of the Classroom #4 area. A dashed line connects the Classroom #4 area to the Furnace Room.

BOY'S
WASHROOM

FURNACE
ROOM

GIRL'S
WASHROOM

CLASSROOM #4



APPENDIX C.

WATER WELLS AND CONTOUR PLANS



iMapBC Mapping

Legend

Groundwater Wells - Class

WELL_CLASS

- Water Supply
- Monitoring
- Dewatering/Drainage
- Geotechnical
- Closed Loop Geoeexchange
- Injection
- Recharge
- Remediation
- Unknown

PMBC Parcel Cadastre - Ou

0 0.18 0.37 km

1: 9,028

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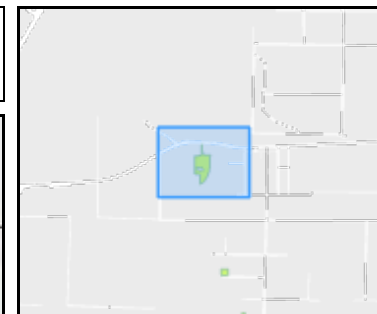
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Datum: NAD83

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

Key Map of British Columbia





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Notes

APPENDIX D.

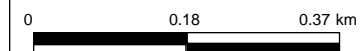
BC ENV SITE REGISTRY



iMapBC Mapping

Legend

- Environmental Remediation
- PMBC Parcel Cadastre - Ou



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Key Map of British Columbia



Shane Jager

From: BCOLHELP@gov.bc.ca
Sent: February 10, 2025 4:45 PM
To: Shane Jager
Subject: Site Registry Search Results

Site Registry - Area Search

BC Registries and Online Services

These are the records from the Site Registry that match the search criteria provided:

Folio: RDAH25-01

Latitude: 49deg 18min 15.0sec

Longitude: 124deg 25min 33.0sec

Radius: 0.5km

| Site ID: | Address/City: | Last Updated: |
|------------|------------------------------|---------------|
| 0000003690 | 2260 ALBERNI HIGHWAY, COOMBS | 2000-10-20 |

End of Search Results

Disclaimer: Site Registry information has been filed in accordance with the provisions of the *Environmental Management Act*. While we believe the information to be reliable, BC Registries and Online Services and the Province of British Columbia make no representation or warranty as to its accuracy or completeness. Persons using this information do so at their own risk.

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APPENDIX E.

SELECT AERIAL PHOTOGRAPH EXCERPTS

Note: Green arrow indicates approximate Subject Property.



1957

Note: Green arrow indicates approximate Subject Property location.



1988

Note: Green arrow indicates approximate Subject Property location.



2025

APPENDIX F.

SITE INSPECTION PHOTOGRAPHS



Photo 1. Viewing the School and Gymnasium from an overhead view looking southwest.



Photo 2. Viewing the north face of the School from the northwest corner of the Site.



Photo 3. Viewing the east face of the School from the approximate center of the Site.



Photo 4. Viewing the west face of the School from the west boundary of Site.



Photo 5. Viewing the north face of the Gymnasium from the approximate center of the Site.



Photo 6. Viewing the west face of the Gymnasium from the east Site boundary.



Photo 7. Viewing south down the main corridor in the School building from its east face entrance.



Photo 8. Viewing the historical library space from the southwest corner.



Photo 9. Viewing classroom #3 from its southwest corner.



Photo 10. Viewing the storage shelves within the Janitor's room in the northeast corner of the School.



Photo 11. Viewing the medical office located along the east portion of the School.



Photo 12. Viewing the electrical room located in the approximate center of the School.



Photo 13. Viewing the furnace room located within the ground floor of the School.



Photo 14. Viewing inside the Well room.



Photo 15. Viewing the gym space within the Gymnasium from its southeast corner.



Photo 16. Viewing the furnace room within the Gymnasium.



Photo 17. Viewing the manhole access for the septic tank located in the approximate center of Site.



ENVIRONMENTAL MANAGEMENT
& CONSULTING



LIMITED PRE-HAZARDOUS BUILDING MATERIALS ASSESSMENT

French Creek Community School
2350 Alberni Highway, Coombs, BC

Prepared for:

Regional District of Nanaimo

Prepared by:

TerraWest Environmental Inc.

Project File: RDON25-01R01

February 27, 2025

TERRAWEST ENVIRONMENTAL INC.

Regional: 4176 Departure Bay Road, Nanaimo, BC, V9T 4B7
Tel. 1.866.500.1553 Fax 250.389.1554 Email info@terrawest.ca

EXECUTIVE SUMMARY

TerraWest Environmental Inc. (TerraWest) was retained by Regional District of Nanaimo (the 'Client') to conduct a site visit at the property located at 2350 Alberni Highway, Coombs, BC herein referred to as the 'Site' for the purposes of completing a Limited Pre-Hazardous Building Materials Assessment (LHBMA).

The purpose of this LHBMA was to complete a basic assessment for potential hazardous materials in the building. If renovations or demolition will occur, the facility will require further assessment to meet BC Occupational Health and Safety Regulation 20.112 – Hazardous Materials once the scope of the building renovation or full demolition has been determined.

The scope of work provided by the Client is as follows:

- Conduct sampling in damaged or discreet areas only

The building was not occupied at the time of this assessment.

Based on this information, TerraWest performed the following tasks in the areas potentially impacted as noted above:

- Reviewed available site plans to assist in identification building construction eras;
- Visually assessed applicable building materials, finishes and systems for the potential presence of hazardous materials;
- Conducted sampling of materials suspected of containing asbestos and/or lead, and submitted samples to an accredited laboratory for analysis;
- Photographed sample locations and representative site conditions;
- Quantified known and suspect hazardous materials and recorded their locations and other observations in site notes;
- Developed a site plan showing sample locations, analytical results, and site information;
- Provided this assessment report, which includes site observations, analytical results, sample location site plan, representative photographs, conclusions, and recommendations.

The LHBMA was conducted by TerraWest representative Mark Adams, WSBC Certification #ASB-10008743 on February 11 and 12, 2025.

The hazardous materials table below summarizes the observations and laboratory analytical results:

| Hazardous Material | Type |
|--|---|
| Asbestos-Containing Building Materials (ACMs) | <ul style="list-style-type: none"> • Sheet vinyl flooring (green with white streaks) • Drywall taping compound • Sink mastic (white, black, and brown) • 12x12 inch vinyl floor tile, green with white streaks |
| Materials that May Contain Asbestos (not sampled) | <ul style="list-style-type: none"> • Possible vermiculite in cinderblock walls • Exterior stucco • 12 x 12" ceiling tiles: pinhole and fissure pattern, pinhole pattern, no pattern • 12 x 24" ceiling tiles, no pattern • Gaskets/heat shields of older ceiling-mounted light fixtures • Insulation around boiler exhaust pipes • Expansion joints/vibration dampers on ducting • Caulking, sealants around roof penetrations • Fire door cores • Roofing membranes and covering materials • Ceiling texture • Insulating pads behind radiant heaters • Pipe insulation • Textured wall finishes • 12 x12" acoustic tiles on gymnasium walls • Red duct mastic |
| Lead in Paints | <ul style="list-style-type: none"> • Cream on wood • White/green on wood/drywall • Bright blue on wood • Black on wood • Blue/white on wood • Maroon/blue/white on wood • Green/white on exterior wood trim • Green/white on exterior wood and stucco siding |
| Lead Products | <ul style="list-style-type: none"> • Electrical components (connectors, conductors and solder) (potential) • Bell and spigot packing (suspect) • Sewer exhaust pipes • Roof flashing • Solder on copper lines • Ceramic tile |
| Leachable Lead Materials | <ul style="list-style-type: none"> • Not part of this LHMBBA |
| Batteries (contain heavy metals) | <ul style="list-style-type: none"> • Batteries in emergency lights, fire alarm systems, security systems, and exit signs |
| Mercury | <ul style="list-style-type: none"> • Fluorescent light tubes • Compact fluorescent light bulbs • High pressure sodium or metal halide • Mercury-containing thermostats, relays/contactors • Thermostat probes (found in gas-fired appliances) |

| Hazardous Material | Type |
|---|--|
| | with pilot lights such furnaces) (potential) |
| Pressure Treated Wood (may contain arsenic, copper and /or chromium) | <ul style="list-style-type: none"> Front entry deck and ramp posts |
| Polychlorinated Biphenyls (PCBs) | <ul style="list-style-type: none"> Based on the age of the facility, PCBs may be present in fluorescent light ballasts Oil filled capacitors in electrical room (room 8) (potential) |
| Halocarbons | <ul style="list-style-type: none"> Refrigeration equipment |
| Radioactive Materials | <ul style="list-style-type: none"> Ionization smoke detector |
| Biological Hazards | <ul style="list-style-type: none"> Rodent feces |
| Silica | <ul style="list-style-type: none"> Silica is present in concrete, concrete block, brick, mortar, stucco, fibre cement siding, drywall, texture coat, plaster, ceramic tile, grout, and other cementitious building materials. |
| Synthetic Vitreous Fibres | <ul style="list-style-type: none"> Fibreglass insulation in walls |
| Flammables and Explosives/Storage Tanks | <ul style="list-style-type: none"> Cleaning chemicals in janitorial closet (room 3) Oil filled capacitors in electrical room (room 8) (potential) |

Where hazardous materials were found to be present, all visually similar materials in the work area must be considered hazardous and handled following WSBC regulatory requirements.

If additional suspected hazardous materials are encountered or damaged during renovation or demolition activities, work must stop immediately, and materials left in place until assessed by a Qualified Professional.

This Executive Summary is subject to the same standard limitations as contain in the report and must be read in conjunction with the entire report. This document is not intended for use as a scope of work for hazardous materials abatement.

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APPENDICES

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1.0 INTRODUCTION

TerraWest Environmental Inc. (TerraWest) was retained by Regional District of Nanaimo (the 'Client') to conduct a site visit at the property located at 2350 Alberni Highway, Coombs, BC herein referred to as the 'Site' for the purposes of completing a Limited Pre-Hazardous Building Materials Assessment (LHBMA).

The purpose of this LHBMA was to complete a basic assessment for potential hazardous materials in the building. If renovations or demolition will occur, the facility will require further assessment to meet BC Occupational Health and Safety Regulation 20.112 – Hazardous Materials once the scope of the building renovation or full demolition has been determined.

Potential hazardous materials and equipment were identified through visual observations and/or sampling and laboratory analysis as per the scope of work outlined in Section 2.0 of this report.

Supporting evidence and data collected during this LHBMA are provided in the following:

- Sample Location Plan in Figure 1, Figure 2, Figure 3, Figure 4, Figure 5, Figure 6;
- Site photographs in Appendix A;
- Assessment methodologies in Appendix B;
- A summary of regulatory framework in Appendix C; and
- Laboratory analytical reports in Appendix D.

2.0 SCOPE OF WORK

The scope of work provided by the Client is as follows:

- Conduct sampling in damaged or discreet areas only

The building was not occupied at the time of this assessment.

Based on this information, TerraWest performed the following tasks in the areas potentially impacted as noted above:

- Reviewed available building plans to assist in identification of construction eras;
- Visually assessed selected building materials, finishes and systems for the potential presence of hazardous materials;

- Conducted sampling of materials suspected of containing asbestos and/or lead, and submitted samples for analysis;
- Photographed sample locations and representative site conditions;
- Quantified known and suspect hazardous materials and recorded their locations and other observations in site notes;
- Developed a site plan showing sample locations, analytical results, and site information;
- Provided this assessment report, which includes site observations, analytical results, sample location site plan, representative photographs, conclusions, and recommendations.

The LHBMA was conducted by TerraWest representative Mark Adams, WSBC Certification #ASB-10008743 on February 11 and 12, 2025.

2.1 LIMITATIONS

This LHBMA was limited to the materials and equipment identified in the scope of work provided by the Client and described above.

Analytical results of visually homogeneous materials were extrapolated to other accessible materials, and are dependent on visual observations or other available information. Materials such as plaster finishes and painted drywall surfaces, which have a homogenous visual appearance but potentially dissimilar underlying substrate, cannot be extrapolated with certainty.

The quantities shown in the sections below are estimates only – this was not an intrusive investigation, so hidden materials are likely present. The contractor is responsible for verifying site conditions.

It is assumed that the following items did not contain asbestos:

- Carpet
- Ceramic tile
- Glass
- Metals
- Plastics in non-industrial applications
- Wood and wood composite materials

Materials suspected to contain asbestos may be present and include:

- Putties, mastics, caulking

- Bell and spigot pipe oakum (gaskets/packing) in cast-iron pipe joints
- Leveling or setting compound beneath flooring
- Electrical wiring and cables
- Heat shields within light fixtures
- Vibration dampers/expansion joints on mechanical equipment
- Fire-rated doors
- Boiler insulation
- Vermiculite in masonry block voids
- Underground drainage systems (may contain asbestos-cement pipe)
- Exterior stucco
- 12 x 12" ceiling tiles: pinhole and fissure pattern, pinhole pattern, no pattern
- 12 x 24" ceiling tiles, no pattern
- Caulking, sealants around roof penetrations
- Roofing membranes and coverings
- Insulating pads behind radiant heaters
- Pipe insulation
- Ceiling texture
- Textured wall finishes
- 12 x 12" acoustic tiles on gymnasium walls
- Red duct mastic

These materials were not sampled as sampling would compromise system integrity, pose a safety risk to the field staff, and/or the materials may have been concealed and not readily accessible (i.e. located underground). Additional assessment of these materials for asbestos must be conducted if discovered prior to disturbance.

The table below summarizes the areas that were specifically excluded from this LHBMA:

| Exclusions | Rationale |
|--|---|
| Contents | Beyond the scope of this LHBMA. |
| Equipment/Systems | No equipment or systems were disassembled to sample and/or assess enclosed materials. |
| Phase I Environmental Site Assessment | Beyond the scope of this LHBMA |
| Radon Testing | Beyond the scope of this LHBMA |
| Attic | Not safely accessible |
| Roof | Not safely accessible |
| Wall and Ceiling Cavities | Not investigated as assessment was non-destructive |

| Exclusions | Rationale |
|--------------------------|--|
| Crawlspaces | The crawlspace in the 1967-era addition was assessed |
| Leachate Analysis | Beyond the scope of this LHBMA |

In addition to the limitations described above, hazardous materials may be present at the Site that were not available, accessible, or visible for observation and are therefore not included in this report.

3.0 BUILDING DESCRIPTION

The following observations were made by TerraWest at the Site:

| 1911 Era Build | |
|---|--|
| Item | Finding/Observation |
| Construction/Renovation Era | 1911 with multiple renovations |
| Total Building Area | ~5100 Square feet (SF) |
| Number of Floors | 1 storey with a basement |
| Foundation | Poured concrete wall |
| Roofing Materials | Composite shingle |
| Structural Materials/Framing | Wood frame and concrete |
| Exterior Finishes | Wood siding and trim, stucco |
| Interior Wall Finishes | Drywall, wood panel, wallpaper, and plywood |
| Ceiling Finishes | Drywall with texture coat, drywall, ceiling tile |
| Floor Finishes | Vinyl floor tile, sheet vinyl flooring, concrete, and hardwood |
| Insulation in Attic | Not observed |
| Insulation in Walls | Fibreglass |
| Heating, Ventilation, and Air Conditioning System Type | Natural gas forced air furnace and hot water radiators |
| Mechanical Insulation | Fiberglass insulation on plumbing |
| Electrical | 120/240V |
| Plumbing | Copper, PVC, and cast iron |
| Windows | Wood frame and aluminum |
| Putties/Caulking/Mastics | White window putty |

| 1963 Era Build | |
|------------------------------------|-----------------------|
| Item | Finding/Observation |
| Construction/Renovation Era | 1963 with renovations |
| Total Building Area | ~2500 SF |

| 1963 Era Build | |
|--|---|
| Item | Finding/Observation |
| Number of Floors | 1 storey with a crawlspace |
| Foundation | Poured concrete wall |
| Roofing Materials | Torch-on |
| Structural Materials/Framing | Wood frame and concrete |
| Exterior Finishes | Wood trim and stucco |
| Interior Wall Finishes | Drywall, wood panel, and wallpaper |
| Ceiling Finishes | Drywall and ceiling tile |
| Floor Finishes | Carpet and sheet vinyl flooring |
| Insulation in Attic | Not observed |
| Insulation in Walls | Not observed |
| Heating, Ventilation, and Air Conditioning System Type | Natural gas forced air, hot water radiators |
| Mechanical Insulation | Not observed |
| Electrical | 120/240V |
| Plumbing | Copper and PVC |
| Windows | Wood frame and aluminum |
| Putties/Caulking/Mastics | White window putty |

| 1967 Era Build | |
|--|--|
| Item | Finding/Observation |
| Construction/Renovation Era | 1967 with renovations |
| Total Building Area | ~2350 SF |
| Number of Floors | 1 storey with a basement and crawlspace |
| Foundation | Poured concrete wall and concrete block |
| Roofing Materials | Torch-on |
| Structural Materials/Framing | Wood frame, concrete, and concrete block |
| Exterior Finishes | Wood trim and stucco |
| Interior Wall Finishes | Drywall, wood panel, wallpaper, and plywood |
| Ceiling Finishes | Drywall, plywood, and ceiling tile |
| Floor Finishes | Sheet vinyl flooring, ceramic tile, and concrete |
| Insulation in Attic | Not observed |
| Insulation in Walls | Not observed |
| Heating, Ventilation, and Air Conditioning System Type | Natural gas forced air, hot water radiators |
| Mechanical Insulation | Fiberglass insulation on plumbing |
| Electrical | 120/240V |
| Plumbing | Copper and PVC |
| Windows | Vinyl and aluminum |

| 1967 Era Build | |
|--------------------------|---------------------|
| Item | Finding/Observation |
| Putties/Caulking/Mastics | Not observed |

| 1975 Era Build | |
|--|---|
| Item | Finding/Observation |
| Construction/Renovation Era | 1975 with renovations |
| Total Building Area | ~7000 SF |
| Number of Floors | 1 storey with a crawlspace |
| Foundation | Poured concrete wall |
| Roofing Materials | Torch-on |
| Structural Materials/Framing | Wood frame and concrete |
| Exterior Finishes | Wood siding and trim, stucco |
| Interior Wall Finishes | Drywall, wood panel, wallpaper, acoustic tile, and plywood |
| Ceiling Finishes | Drywall, ceiling tile, and wood |
| Floor Finishes | Carpet, sheet vinyl flooring, concrete, plywood, and hardwood |
| Insulation in Attic | Not observed |
| Insulation in Walls | Not observed |
| Heating, Ventilation, and Air Conditioning System Type | Natural gas furnace, hot water radiators |
| Mechanical Insulation | Not observed |
| Electrical | 120/240V |
| Plumbing | Copper and PVC |
| Windows | Vinyl frame |
| Putties/Caulking/Mastics | Not observed |

4.0 OBSERVATIONS & RESULTS

4.1 ASBESTOS

The following materials were assessed for the presence of asbestos through visual assessment or laboratory analysis. **Bolded** materials in the table below were determined to contain asbestos. All visually similar materials in the building must be assumed to be asbestos-containing. See Appendix D for a list of materials analyzed for asbestos content.

| Sample ID | Sample Location(s) | Material Type | Material Location | Asbestos Type/ Percentage | Approximate Quantity (surface area) | *Abatement Risk Level |
|-----------|--------------------------|--|---|---------------------------|-------------------------------------|-----------------------|
| A01 | Room 25 north wall | Building paper (black) | Exterior siding (1911 era) | None found | N/A | N/A |
| A02A-C | Room 25 chimney | Mortar (white) | Chimney (1911 era) | None found | N/A | N/A |
| A03A-C | Rooms 24 and 25 HVAC | Mastic (grey) | HVAC throughout | None found | N/A | N/A |
| A04A-C | Rooms 23, 24, and 25 | Drywall taping compound (DTC) | Wall and ceilings (1911 era) | None found | N/A | N/A |
| A05 | Room 22 basement landing | Vinyl floor tile (VFT) (9 x 9 inch brown with white streaks) | Room 22 | None found | N/A | N/A |
| A06 | Room 23 floor | Sheet vinyl flooring (SVF) (beige terrazzo) | Room 23 | None found | N/A | N/A |
| A07 | Room 22 at top of stairs | Wallpaper (textured pattern) | Rooms 2, 5, 9, 10, 13, 16, 18, 19, 22, and 29 | None found | N/A | N/A |
| A08 | Room 21 floor | SVF (beige with brown and orange spots) | Rooms 9, 10, 11, 12, 14, and 21 | None found | N/A | N/A |
| A09 | Room 21 floor | SVF (beige with brown swirls) | Rooms 5, 7, and 21 | None found | N/A | N/A |
| A10 | Room 19 floor | SVF (marbled brown) | Rooms 18, 19, and 20 | None found | N/A | N/A |
| A11 | Room 15 floor | SVF (beige with brown and orange splotches) | Rooms 15 and 16 | None found | N/A | N/A |

| Sample ID | Sample Location(s) | Material Type | Material Location | Asbestos Type/ Percentage | Approximate Quantity (surface area) | *Abatement Risk Level |
|-----------|--|--|-------------------------------------|------------------------------|-------------------------------------|-----------------------|
| A12A-C | Room 12 east, southeast, and southwest | Grout (white) | Room 12 walls and floor | None found | N/A | N/A |
| A13A-C | Room 11 east, southeast, and southwest | Grout (grey) | Room 1 walls and floor | None found | N/A | N/A |
| A14 | Room 8 floor | SVF (green with white streaks/ brown mastic) | Room 8 | SVF - 1% Chrysotile | 130 SF | Moderate |
| | | | | Brown mastic - 2% Chrysotile | | |
| A15A-C | Rooms 8, 3, and 6 | DTC | Walls and ceilings (1975 era) | 1% Chrysotile | 8500 SF | Moderate |
| A16 | Room 3 floor | SVF (beige with orange dots) | Room 3 | None found | N/A | N/A |
| A17 | Room 7 sink | Mastic (brown) | Rooms 1, 2, 4, 7, 9, 13, 14, and 18 | 1% Chrysotile | 8 sinks | Low |
| A18 | Gym exterior west | Stucco | Exterior siding (1975 era) | None found | N/A | N/A |
| A19 | Gym storage room floor | VFT (12x12 inch green with white streaks) | Gym storage floor | 2% Chrysotile | 240 SF | Moderate |
| | | | | Black mastic - 1% Chrysotile | | |
| A20 | Gym exterior west | Building paper (black) | Exterior siding (1975 era) | None found | N/A | N/A |
| A21 | Room 17 sink | Mastic (black painted white) | Room 17 | 2% Chrysotile | 1 sink | Low |

*to be confirmed by abatement contractor

4.2 LEAD IN PAINT

Samples of dry paint were submitted for laboratory analysis of lead content. Those samples with a lead content greater than or equal to 90 milligrams/kilogram (mg/kg), which is equivalent to 90 parts-per-million (ppm), are considered 'lead-containing' as defined in Health Canada's Surface Coating Materials Regulation and are **bolded** in the following table:

| Sample ID | Sample Location(s) | Colour/Substrate | Material Location | Lead Content (mg/kg) |
|-----------|------------------------------|-----------------------------|--|----------------------|
| L01 | Room 25 door trim | Cream on wood | 1911 era interior basement trim | 1000 |
| L02 | Room 22 trim | White/green on wood/drywall | Interior trim throughout 1911 era | 4100 |
| L03 | Room 22 door | Bright blue on wood | 1911 era interior basement doors | 6500 |
| L04 | Room 22 baseboard | Black on wood | Interior trim throughout all era builds | 5300 |
| L05 | Room 17 door frame | Blue/white on wood | Interior trim throughout all era builds | 2100 |
| L06 | Room 15 door | Maroon/blue/white on wood | Interior doors throughout all era builds | 1900 |
| L07 | Gym exterior west | Green/white on wood/stucco | 1975 Era siding | 790 |
| L08 | 1911 Era exterior trim south | Green/white on wood | 1911 Era exterior trim | 81000 |

Concentrations of lead in paint that exceed 100 mg/kg are generally understood to be potentially leachable. Metal components with lead-based coatings can be recycled as metal construction waste without conducting a leachate test.

Lead-based paints that are not adhered to metallic surfaces slated for recycling must be analyzed for leachate through the toxicity characteristic leachate procedure prior to disposal.

4.3 LEACHABLE LEAD

Samples were not collected for laboratory analysis of leachable lead. Collecting a sufficient volume of material for leachability testing causes visible damage to building finishes. This testing is normally completed once the lead paint results are received, and the materials' waste stream has been determined.

4.4 OTHER HAZARDOUS MATERIALS

The following table provides a summary of other hazardous materials observed during this LHBMA:

| Material | Type/Location | Estimated Quantity |
|--|---|--|
| Lead-Containing Products | <ul style="list-style-type: none"> Roof vents Electrical components (connectors, conductors and solder) (potential) Solder on copper pipes Bell and spigot packing in cast-iron pipe joints in room 25 Ceramic tile glaze rooms 11 and 12 (potential) | <ul style="list-style-type: none"> 14 vents Electrical throughout Copper pipe throughout Sewer pipe 1300 SF |
| Batteries (contain heavy metals) | <ul style="list-style-type: none"> Batteries in: <ul style="list-style-type: none"> Security System Fire Alarm System Emergency Lights Exit Signs | <ul style="list-style-type: none"> 1 security panel 1 fire alarm panel 10 emergency lights 7 exit signs |
| Mercury | <ul style="list-style-type: none"> Fluorescent light tubes Compact fluorescent light bulbs High pressure sodium or metal halide Thermostats (liquid mercury ampules) Thermostat probes (found in gas-fired appliances with pilot lights such as ranges, ovens, clothes dryers, water heaters, furnaces, and space heaters) | <ul style="list-style-type: none"> 447 tubes 1 CFLs 7 lights 2 thermostats 3 furnaces/boilers |
| Pressure Treated Wood (pre-2004 lumber may contain) | <ul style="list-style-type: none"> Deck posts | <ul style="list-style-type: none"> 15 posts |

| Material | Type/Location | Estimated Quantity |
|--|--|--|
| Chromated Copper Arsenate) | | |
| Polychlorinated Biphenyls (PCBs) | <ul style="list-style-type: none"> Light ballasts (pre-1980 installation) (potential) | <ul style="list-style-type: none"> 226 ballasts present. Five were checked and found to be non-PCB. |
| Halocarbons | <ul style="list-style-type: none"> Refrigerators in rooms 4, 13, and 18 | <ul style="list-style-type: none"> 3 refrigerators |
| Radioactive Materials | <ul style="list-style-type: none"> Not observed | <ul style="list-style-type: none"> N/A |
| Biological hazards | <ul style="list-style-type: none"> Rodent feces | <ul style="list-style-type: none"> Room 25 |
| Crystalline Silica | <ul style="list-style-type: none"> Concrete, concrete block, brick, mortar, stucco, drywall, texture coat, ceramic tile, grout and other cementitious building materials are assumed to contain crystalline silica. | <ul style="list-style-type: none"> All cementitious building materials |
| Synthetic Vitreous Fibres | <ul style="list-style-type: none"> Fibreglass insulation in walls | <ul style="list-style-type: none"> All insulation |
| Flammable and Explosive Materials/Storage Tanks | <ul style="list-style-type: none"> Cleaning materials | <ul style="list-style-type: none"> ~15 containers |

N/A – not applicable

5.0 RECOMMENDATIONS

Based on the results of the LHBMA, TerraWest recommends the following substance-specific recommendations:

- Further assessment of the facility will be required prior to any renovations or demolition in order to comply with WorkSafeBC requirements outlined in the BC Occupational Health and Safety Regulation Section 20.112 - Hazardous Materials.
- Asbestos abatement must be undertaken by trained, certified personnel following procedures acceptable to WorkSafeBC which comply with BC OHS Regulation Part 6 - Substance Specific Requirements for Asbestos and conform to the WorkSafeBC document Safe Practices for Handling Asbestos (BK27). Asbestos-containing materials and materials adhered to asbestos-containing substrate must be removed and disposed of at an approved landfill.

3. Lead-Containing Paint: Ensure work impacting the paint coatings, paint debris and other lead coated materials proceeds in a manner that will contain fumes or dust and be in full compliance with BC OHS Regulation Part 6 – Substance Specific Requirements for Lead and the WorkSafeBC document "Lead-Containing Paint and Coatings, Preventing Exposure in the Construction Industry" and the WorkSafeBC document Safe Work Practices for Handling Lead (BK159). An occupational sample for lead in air must be collected at the beginning of the project to ensure proper worker PPE is being worn and work procedures are effective in controlling lead dust (BC OHS Regulation 6.61).
4. Lead-Containing Ceramic Tile Glaze: Ensure work impacting the glazed ceramic tile proceeds in a manner that will contain fumes or dust and be in full compliance with BC OHS Regulation Part 6 – Substance Specific Requirements for Lead and the WorkSafeBC document Safe Work Practices for Handling Lead (BK159). An occupational sample for lead in air must be collected at the beginning of the project to ensure proper worker PPE is being worn and work procedures are effective in controlling lead dust (BC OHS Regulation 6.61).
5. Lead Paint and Lead Products Disposal: Prior to disposal, any lead paint waste meeting or exceeding 100 mg/kg (100 parts per million) concentration and not on an asbestos-containing substrate must be collected and tested for leachability by a qualified person, as per the BC Hazardous Waste Regulation. If the material is deemed to be hazardous lead waste, it must be disposed of at a licensed facility. If lead paint is present on metal components, those components may be recycled as metal waste; therefore, leachate analysis would not be required.
6. Lead Containing Products: Elemental lead and metals coated with lead paint can be recycled as metal construction waste. Workers should exercise caution if heat is to be used to melt any lead containing products. Molten lead can produce significant quantities of inhalable lead fumes which can pose a severe health hazard. As per WorkSafeBC regulation 12.115 - "coating on metal which could emit harmful contaminants (such as lead, chromium, organic materials, or toxic combustion products) must be removed from the base metal, whenever practicable, before welding or cutting begins."
7. Elemental Mercury: Mercury-containing equipment removed from service, such as thermostats and manometers, must be packaged and transported to a licensed facility for recycling through the Thermostat Recovery Program. See <https://www.hrai.ca/public-drop-off-locations> to find a drop-off location or to order a collection pail for larger quantities of thermostats.
8. Mercury Vapour in Lighting: Care should be taken to avoid breaking fluorescent light tubes, compact fluorescent light (CFL) bulbs and high

intensity discharge (HID) lights and releasing mercury vapour. Light bulbs and tubes removed from use should be recycled at a licensed recycling facility or disposed of at a household hazardous waste recipient. Drop-off locations for commercial volumes of light bulbs and tubes (more than 16 bulbs/tubes) are listed on Recyclepedia at <https://www.rcbc.ca/> or on Product Care Recycling at <https://www.productcare.org/products/lights/british-columbia/>. Large volumes (more than one pallet of bulbs/tubes) may be eligible for free pickup – contact Product Care for details.

9. Batteries: Batteries may contain heavy metals including lead, nickel, cadmium and lithium. Batteries that are removed from use must be transported to a licensed recycling facility in accordance with the BC Environmental Management Act - Recycling Regulation. Drop-off locations for household quantities of batteries are listed on Recyclepedia at <https://www.rcbc.ca/> or on Call2Recycle at <https://www.call2recycle.ca/>. Contact Call2Recycle for details on ordering battery collection boxes or handling bulk battery shipments.
10. Treated Wood: Wear a dust mask, eye protection, gloves and long sleeves when sawing, sanding, shaping or otherwise machining treated wood to avoid skin contact or inhaling sawdust. Only work with treated wood outdoors. Wash hands and other exposed skin after working with the wood, and before eating, drinking, or smoking.
11. PCBs: Prior to disposal each suspect PCB-containing unit must be checked to determine if it contains PCB. Systems containing PCB must be removed, sorted, properly packaged and transported to a licensed facility. PCBs must be handled in accordance with Regulations found in the Canadian Environmental Protection Act, SOR/2008-273, including amendments and transported in accordance with the Transportation of Dangerous Goods Regulations. **Do not bring PCB-containing ballasts to a drop-off location.** The Product Care website at <https://www.productcare.org/products/lights/british-columbia/> provides guidance on this process. Contact Product Care for further guidance or to arrange for recycling of more than 5 kg of PCB-containing ballasts.
12. Crystalline Silica and Synthetic Vitreous Fibres: Workers must use caution to avoid creating airborne dust while working on or otherwise disturbing materials containing silica or synthetic vitreous fibres. Use WorkSafeBC-approved procedures in order to decrease dust levels.
13. Halocarbons: Each refrigeration, air-conditioning, and fire-extinguishing system or unit removed from service should be inspected to confirm the presence of common halocarbons including CFCs, HCFCs, halons, HFCs and PFCs. If halocarbons are present, they will require proper recovery and disposal. The BC Ozone-Depleting Substances Regulations apply to any ODS

abatement procedures (Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, April 2015, including errata). These regulations require that all ODS must be collected, stored and recycled, or collected and disposed of by a qualified technician. Recyclepedia (<https://www.rcbc.ca/>) provides a searchable list of drop-off locations for individual refrigerators and freezers as well as contact information for the Recycling Hotline, which provides local information on public and private recycling options for halocarbon-containing units.

14. Flammables and Explosives: Prior to demolition of a building, stored chemicals, flammables and explosives must first be removed, and be recycled or disposed of in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation. Drop-off locations for individual product types are listed on Recyclepedia (<https://www.rcbc.ca/>). Further information about disposal of the following items is available:
- Household pesticides and flammable liquids: Product Care Recycling (<https://www.productcare.org/products/hhw/british-columbia/>)
 - Household paints (<https://www.productcare.org/products/paint/british-columbia/>)
 - Used oil, filters and antifreeze: BC Used Oil Management Association (<https://bcusedoil.com/>)

General recommendations include:

- A copy of this report must be posted at the work site at all times.
- Prepare a scope of work for hazardous material disturbance or removal required for the planned work. The scope of work should include a risk assessment, safe work practices, personal protective equipment including respiratory protection, and disposal of waste materials.
- Provide copies of this report to Site personnel including contractors prior to commencement of work.
- WorkSafeBC Regulations require that all hazardous materials be safely removed prior to renovation or demolition or protected from damage prior to the commencement of construction. Handling, removal or disturbance of hazardous materials must be undertaken by a qualified contractor employing WorkSafeBC-approved procedures.
- WorkSafeBC requires the owner or prime contractor to submit a written Notice of Project at least 48 hours before beginning any work activity where workers may be exposed to hazardous substances (BC OHS Regulation 20.2.1). A submission form is available at www.worksafebc.com/en/for-employers/just-for-you/submit-notice-project.

- Work must stop if previously unidentified suspected hazardous materials are encountered or inadvertently damaged or disturbed during renovation and/or demolition activities. These suspect materials must be left undisturbed until a qualified person has determined the status of the material.
- All materials in the work area that are visually similar to those identified as hazardous materials in this report must be considered hazardous and addressed accordingly.
- Retain a qualified consultant to specify, assess and verify the successful removal of hazardous materials.

6.0 LIMITATIONS & CLOSURE

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project. TerraWest Environmental Inc. has prepared this report for the exclusive use of its Client and may be relied upon by the Client for their private business purposes. Any other third party use of this report, or reliance placed on it, or decisions taken based on it, is the responsibility of such parties. TerraWest accepts no responsibility for any damages suffered by any third party, or any claims made by any third party as a result of decisions made or actions conducted, based on this report. This report does not constitute any expression of legal opinion, and the Client is specifically advised to seek professional legal opinions with respect to applicable regulatory statutes in this matter.

Investigations described by this report were initiated on the Subject Property at the request of the Client. TerraWest's investigations were conducted in accordance with generally accepted practices of such environmental investigations. No other warranties are made, either expressed or implied.

The findings of this report are partially based on information provided to TerraWest by the Client and other individuals or organizations. While TerraWest believes that information was provided in good faith and has attempted to verify such information where possible, TerraWest does not accept any responsibility for any inaccuracies, deficiencies or omissions contained in this report, based on the use of such information.

These report findings are partially based on TerraWest's observations of Site environmental conditions, limited to the dates and specific locations of investigation. This report constitutes neither an endorsement nor a condemnation of the Subject Property.

A signed paper copy of this report constitutes the official and complete deliverable document of record in this matter. The complete report includes the main report text, Attachments and Appendices, as identified in the Table of Contents. Should this report be distributed by means of digital transmission, or copied in paper hardcopy form,

TerraWest accepts no liability for the completeness, accuracy or digital compatibility of the files provided.

TerraWest Environmental Inc.

WSBC License #AAL – 00001064

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Materials and IAQ

Issued February 2025

FIGURES

Issued February 27, 2025

TERRAWEST ENVIRONMENTAL INC.

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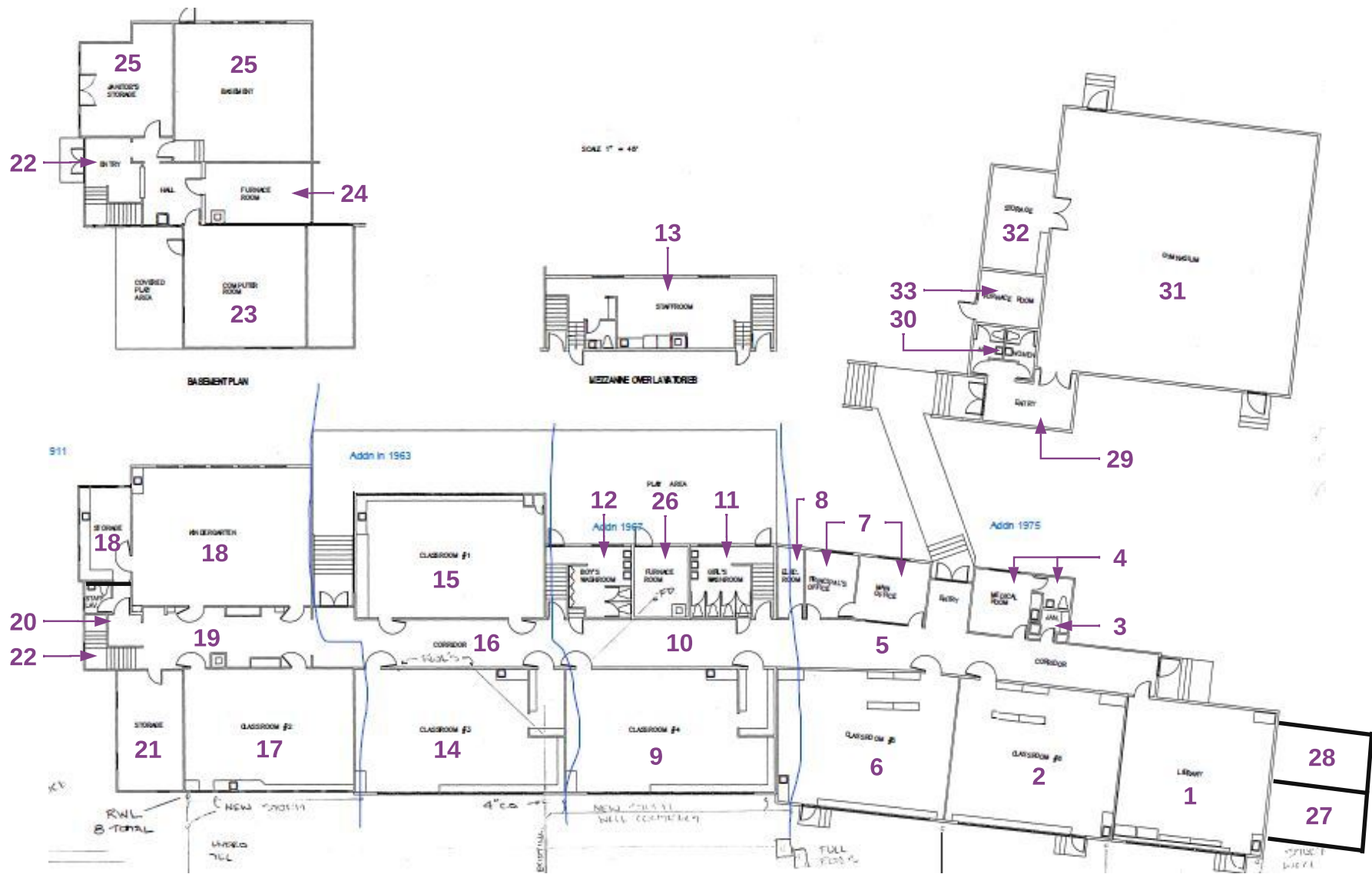


FIGURE 1. SAMPLE LOCATIONS AND RESULTS
SITE OVERVIEW - ROOM IDENTIFICATION

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | |
|---|---|
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 ROOM IDENTIFICATION | |

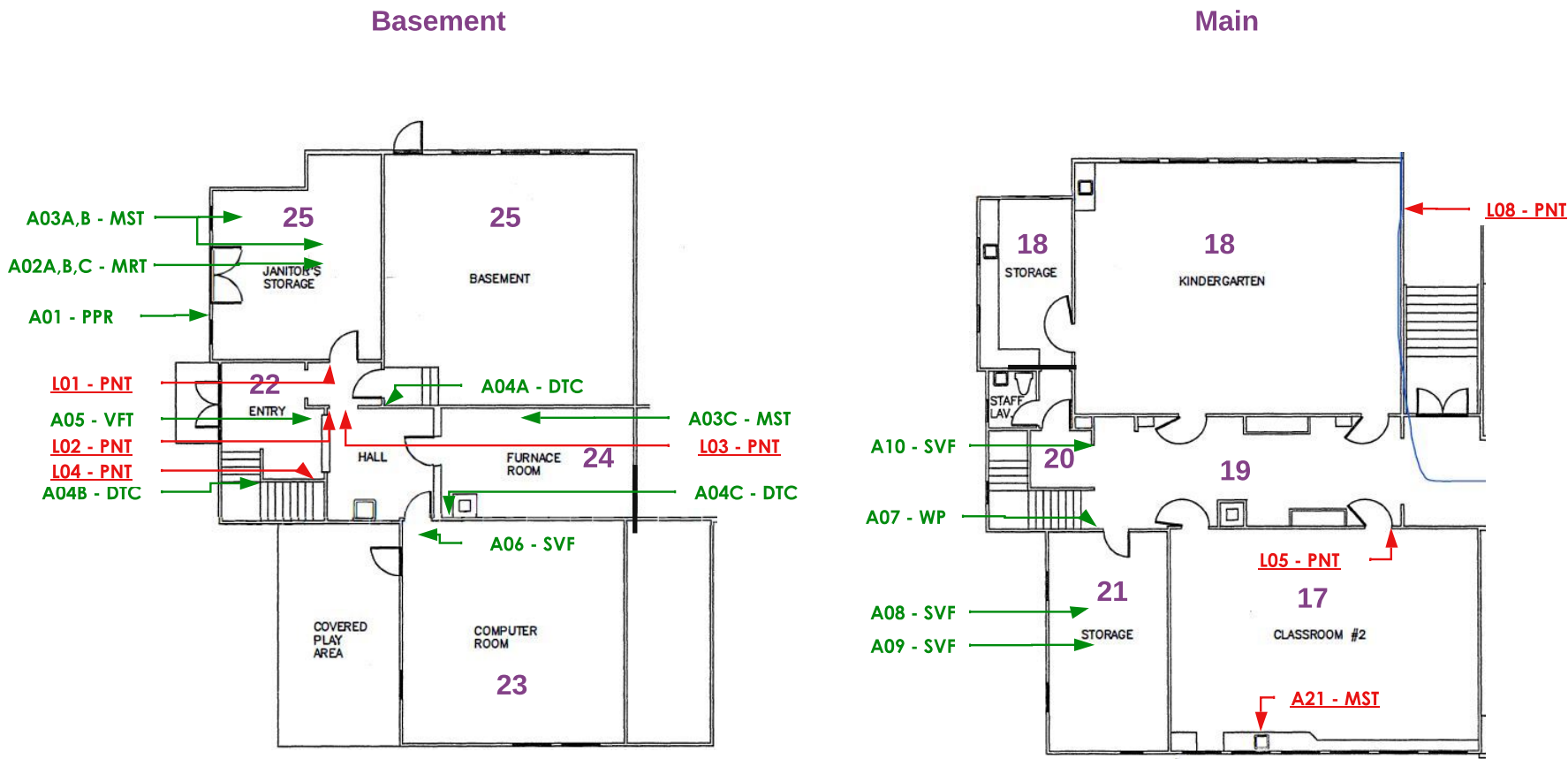


FIGURE 2. SAMPLE LOCATIONS AND RESULTS
1911 ERA

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | |
|---|---|
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 ROOM IDENTIFICATION | |

MATERIAL CODES

DTC = Drywall Tape Compound
SVF = Sheet Vinyl Flooring
VFT = Vinyl Floor Tile
MST = Mastic
MRT = Mortar
PPR = Paper
PNT = Paint

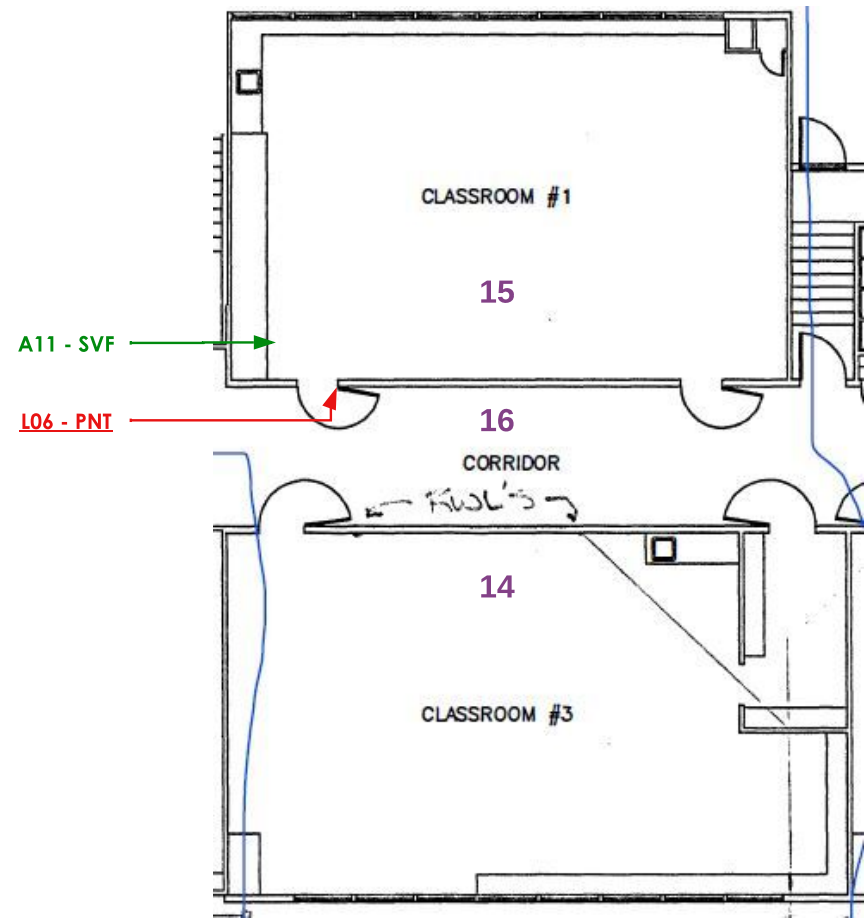


FIGURE 3. SAMPLE LOCATIONS AND RESULTS
1963 ERA

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | | | |
|-----------------|---|-----------------|---|
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 | ROOM IDENTIFICATION | | |

MATERIAL CODES

SVF = Sheet Vinyl Flooring
PNT = Paint

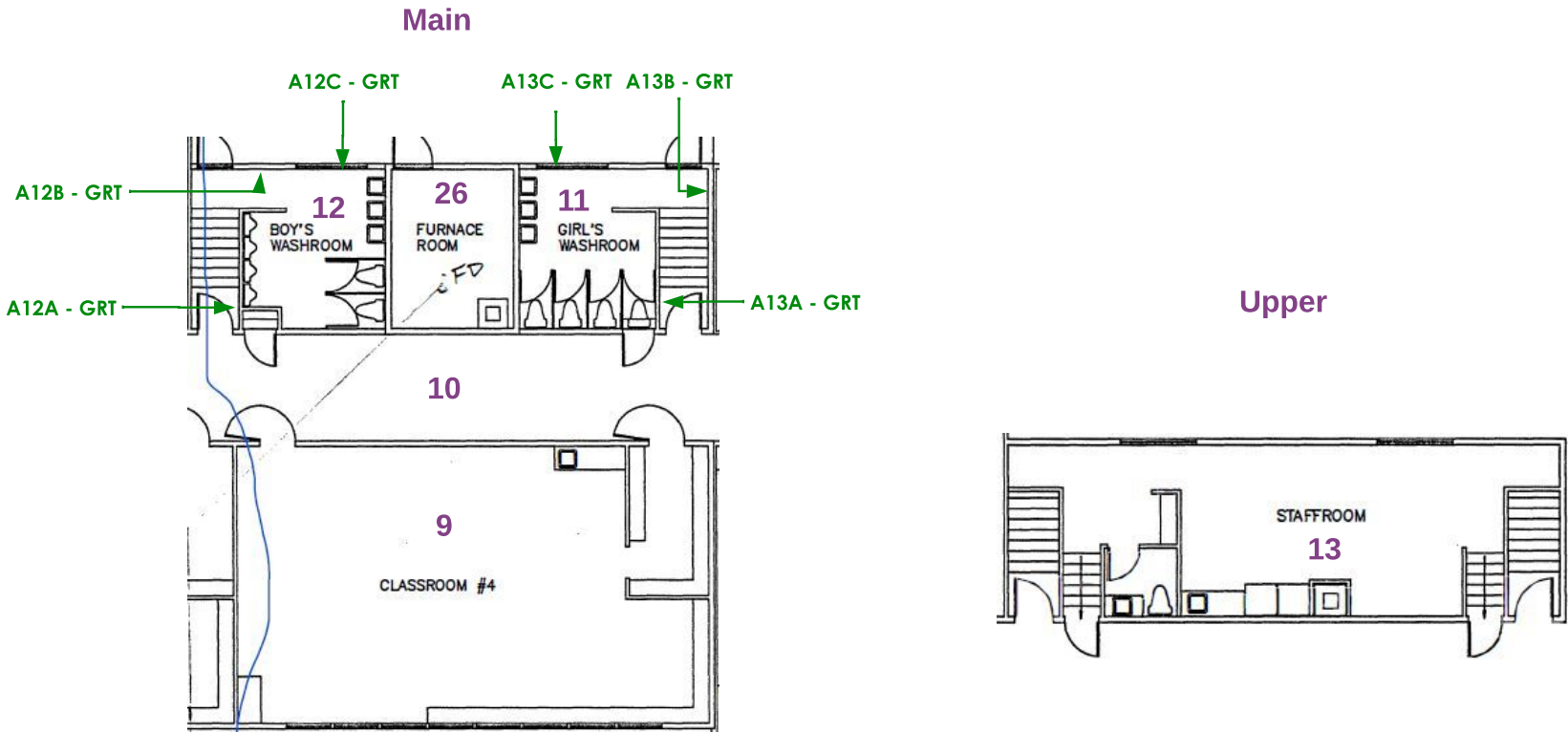


FIGURE 4. SAMPLE LOCATIONS AND RESULTS
1967 ERA

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | | | |
|-----------------|---|-----------------|---|
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 | ROOM IDENTIFICATION | | |

MATERIAL CODES
GRT = Grout

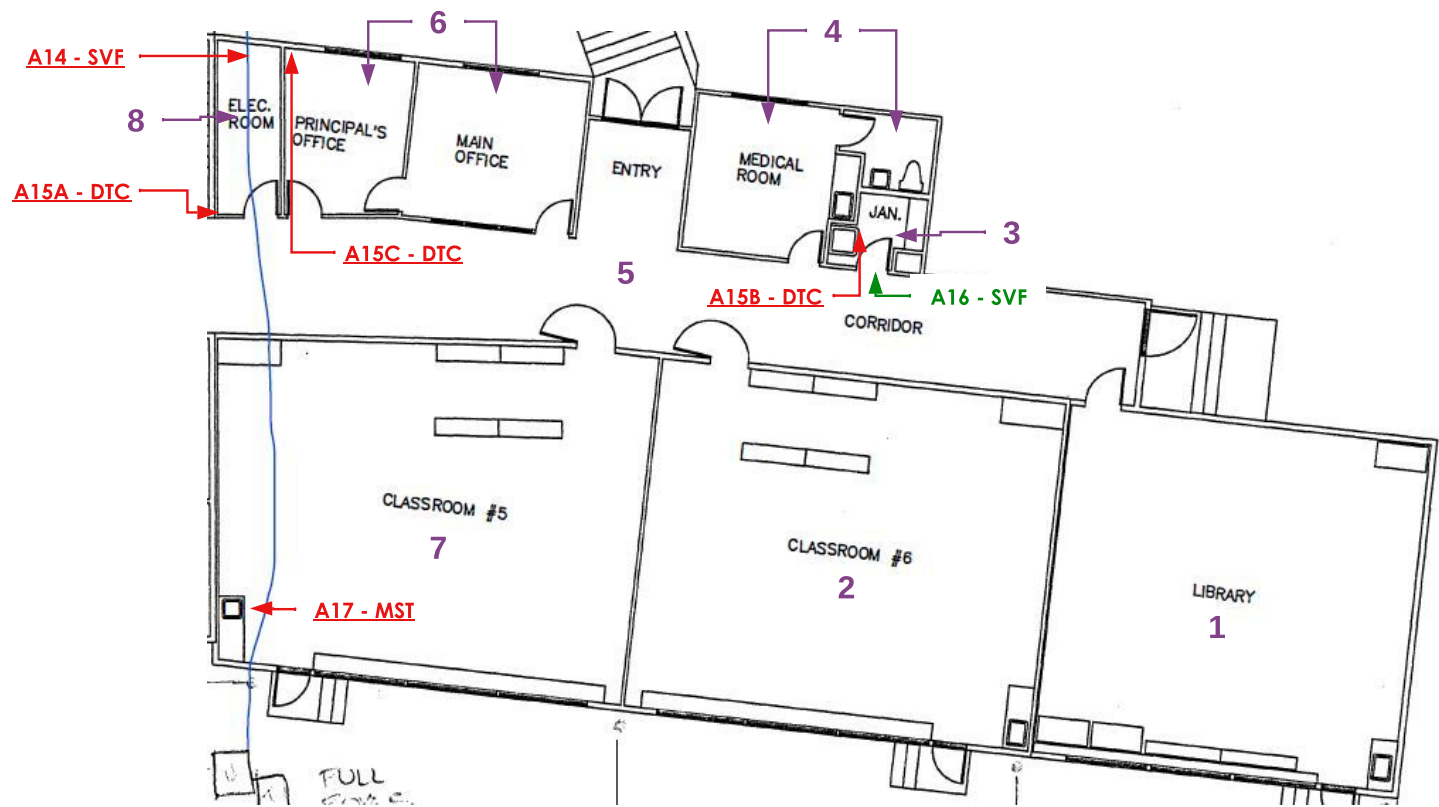


FIGURE 5. SAMPLE LOCATIONS AND RESULTS
1975 ERA

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | | | |
|-----------------|---|-----------------|---|
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → | ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → | LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 | ROOM IDENTIFICATION | | |

MATERIAL CODES

DTC = Drywall Tape Compound
SVF = Sheet Vinyl Flooring
MST = Mastic

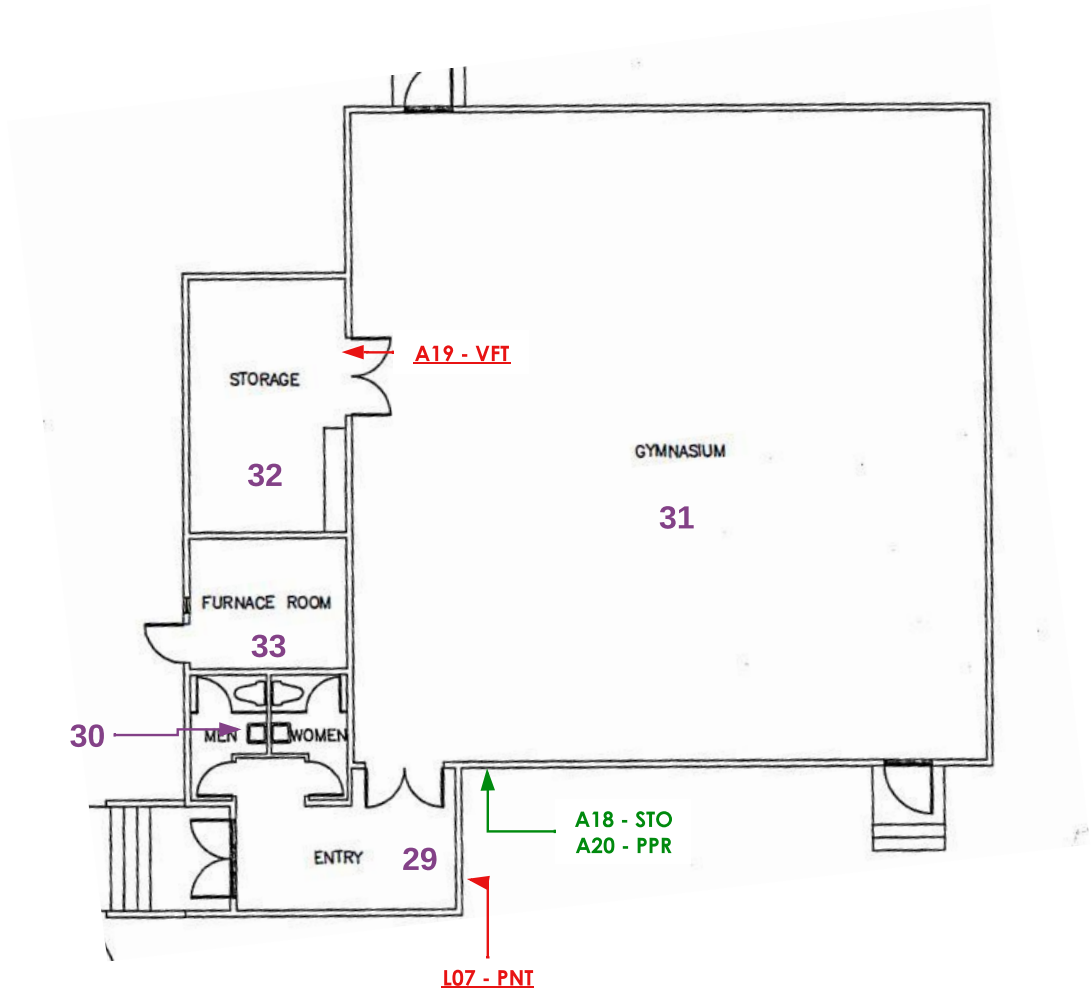


FIGURE 6. SAMPLE LOCATIONS AND RESULTS
GYM

CLIENT: REGIONAL DISTRICT OF NANAIMO
LOCATION: 2350 ALBERNI HWY. COOMBS, BC
PROJECT: RDON24-01
INSPECTION DATE:
CREATED BY:

LEGEND

- | | |
|---|---|
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS NOT DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD < 90 PPM |
| A01 → ASBESTOS SAMPLE LOCATION - ASBESTOS DETECTED | L01 → LEAD PAINT SAMPLE LOCATION - LEAD > 90 PPM |
| 1 ROOM IDENTIFICATION | |





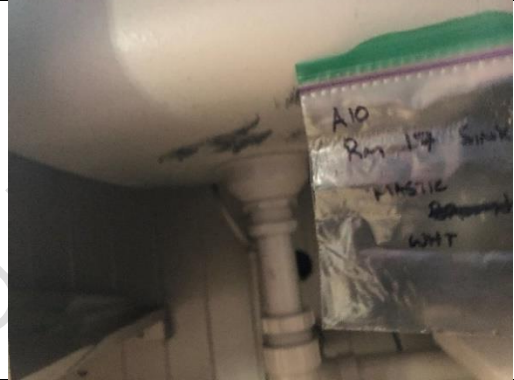

MATERIAL CODES

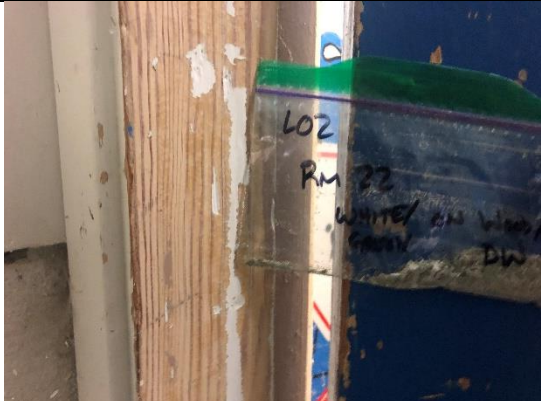
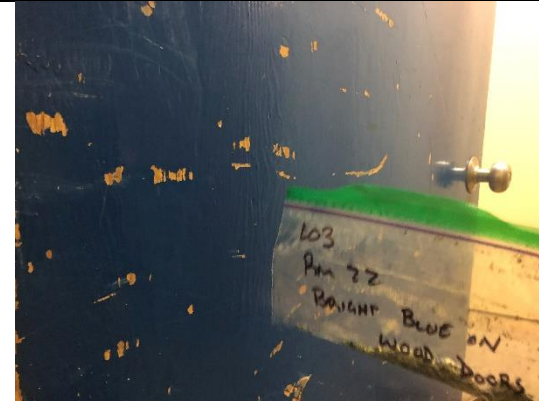




STO = Stucco
VFT = Vinyl Floor Tile
PPR = Paper
PNT = Paint

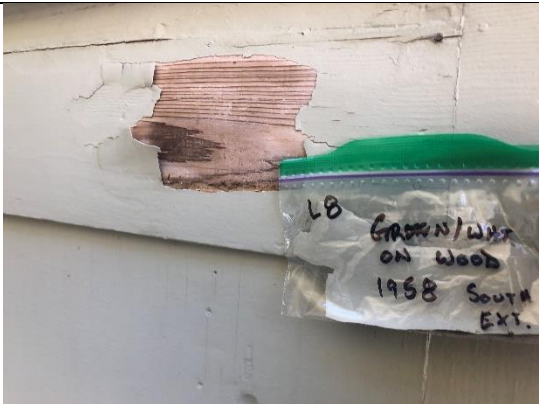
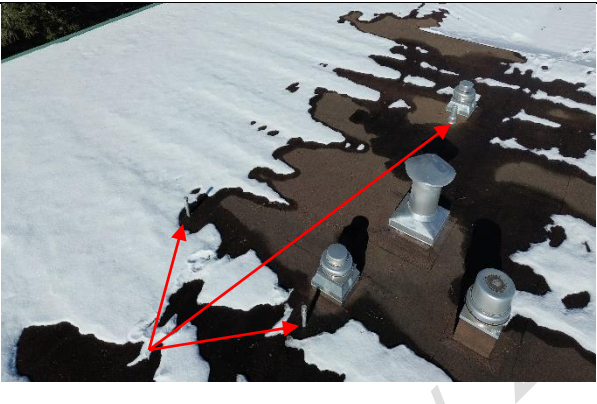




APPENDIX A

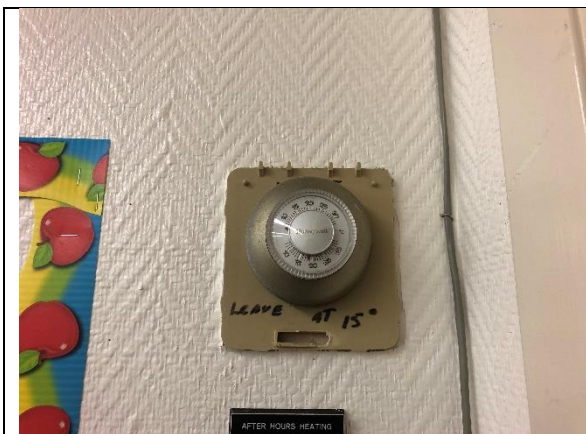
SITE PHOTOGRAPHS

Issued February 27, 2025

| | | |
|---|---|---|
|  |  |  |
| <p>Sample: A14 Location: Room 8 Description: Sheet vinyl flooring (green with white streaks/brown mastic) Hazardous Material: Asbestos (1%/2% chrysotile in mastic)</p> | <p>Sample: A15B Location: Room 3 Description: Drywall taping compound (1975 Era) Hazardous Material: Asbestos (1% chrysotile)</p> | <p>Sample: A17 Location: Room 7 Description: Sink mastic (brown) Hazardous Material: Asbestos (1% chrysotile)</p> |
|  |  |  |
| <p>Sample: A19 Location: Gym storage room Description: Vinyl floor tile (12x12 inch green with white streaks/ black mastic) Hazardous Material: Asbestos (2%/1% chrysotile in mastic)</p> | <p>Sample: A21 Location: Room 17 Description: Sink mastic (black painted white) Hazardous Material: Asbestos (2% chrysotile)</p> | <p>Sample: L01 Location: Room 25 door trim Description: Cream on wood Hazardous Material: Lead (1000 ppm)</p> |

| | | |
|---|--|---|
|  |  |  |
| <p>Sample: L02 Location: Room 25 trim Description: White/green on wood Hazardous Material: Lead (4100 ppm)</p> | <p>Sample: L03 Location: Room 22 door Description: Bright blue on wood Hazardous Material: Lead (6500 ppm)</p> | <p>Sample: L04 Location: Room 22 base board Description: Black on wood Hazardous Material: Lead (5300 ppm)</p> |
|  |  |  |
| <p>Sample: L05 Location: Room 17 door frame Description: Blue/white on wood Hazardous Material: Lead (2100 ppm)</p> | <p>Sample: L06 Location: Room 15 door Description: Maroon/blue/white on wood Hazardous Material: Lead (1900 ppm)</p> | <p>Sample: L07 Location: Gym exterior west Description: Green/white on wood/stucco Hazardous Material: Lead (790 ppm)</p> |

| | | |
|---|--|---|
|  |  |  |
| <p>Sample: L08 Location: 1911 Era exterior south Description: Green/white on wood Hazardous Material: Lead (81000 ppm)</p> | <p>Sample: Visual identification Location: Roof Description: Vents Hazardous Material: Elemental lead</p> | <p>Sample: Visual identification Location: Room 2 sink Description: Copper pipe solder Hazardous Material: Elemental lead</p> |
|  |  |  |
| <p>Sample: Visual identification Location: Room 25 Description: Old sewage pipe Hazardous Material: Elemental lead and rodent feces</p> | <p>Sample: Visual identification Location: Room 17 Description: Fluorescent light fixtures Hazardous Material: Mercury vapour and PCB's(potential)</p> | <p>Sample: Visual identification Location: Gym exterior north Description: High pressure sodium or metal halide Hazardous Material: Mercury</p> |



Sample: Visual identification
Location: Room 1
Description: Thermostat
Hazardous Material: Mercury



Sample: Visual identification
Location: Room 26
Description: Emergency light
Hazardous Material: Batteries



Sample: Visual identification
Location: Room 28
Description: Chemical container
Hazardous Material: Flammable/corrosive/poisonous



Sample: Visual identification
Location: Exterior front entrance
Description: Pressure treated wood
Hazardous Material: Arsenic (potential)



Sample: Visual identification
Location: Room 18
Description: Refrigerator
Hazardous Material: Halocarbons



Sample: Visual identification
Location: Room 5
Description: Exit sign
Hazardous Material: Batteries

APPENDIX B
METHODOLOGY

Issued February 27, 2025

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Walk-Through

An initial walk-through is conducted throughout the building and observations are made to familiarize the inspector with the types and locations of potential hazardous building materials and develop a sampling strategy.

Destructive testing of areas such as concealed layers of flooring, wall and ceiling cavities, concrete block voids, the exterior building envelope and roofing is conducted to the extent possible by the current building use and occupancy.

Asbestos

To confirm or discount the presence of asbestos, representative bulk samples of potential asbestos-containing materials are collected. Areas of homogenous material are identified as defined in WorkSafeBC OHS Guideline 20.112 - "Homogenous material is considered uniform in texture and appearance, was likely installed at the same time and is likely to be of only one type of material or formulation". Table 2 of the Guideline is used to determine the minimum number of representative bulk samples of each homogenous material. Quantities, sample locations and locations of suspected ACM are recorded. Each sample location is identified with a unique sample number.

Certain materials (such as duct tape, asbestos cement pipe or vermiculite insulation) may be visually identified as ACM without confirmatory sampling.

The following materials are generally not sampled for safety and/or logistical reasons and are assumed to contain asbestos:

- Gaskets or packing on plumbing or mechanical equipment
- Roofing, soffit boards and fascia boards at unsafe heights
- Fibrous paints or coatings
- Elevator brake shoes
- Electrical equipment including wiring, cables and light fixtures
- Fire-rated doors
- Insulation inside of or underneath heated equipment such as boilers or incinerators

Bulk asbestos samples are handled under chain-of-custody protocol and are submitted to TerraWest Environmental Inc., Industrial Hygiene Proficiency Analytical Testing (IHPAT) Program participant, Lab# 296538 in accordance with NIOSH Method 9002.

If vermiculite insulation is not visually identified as asbestos containing, it must be analyzed following the Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation (EPA/600/R-04/004, dated January 2004) published by the United States Environmental Protection Agency. All materials containing over 25% vermiculite are considered as a vermiculite material or insulation and are also considered asbestos containing if any asbestos is present (even less than 0.5%), as per Safe Work Practices for Handling Asbestos, WorkSafe BC.

The asbestos analysis is completed using a stop positive approach when appropriate for site conditions. Stop positive means that a set of samples of homogenous material are analyzed consecutively and when a sample is identified as asbestos containing, the analysis is stopped and the remainder of the sample set is assumed to contain asbestos.

Samples (other than vermiculite) containing at least 0.5% asbestos are identified as being asbestos containing.

Lead in Paint

In 1976, Canada's federal Hazardous Product Act restricted concentrations of lead in new interior paints to 0.5% (5000 parts-per-million (ppm)); however, the use of lead in exterior paints was not restricted. In 1991, the Canadian Paint and Coatings Association voluntarily lowered lead concentrations in new interior paints to 600 ppm. The Hazardous Products Act was not updated to formally recognize this 600 ppm limit until 2005 and still allowed lead to be used in certain classes of paint with a warning label. In 2010, Canada amended the Hazardous Products Act to further lower the concentration of lead in paint to 90 ppm except for certain classes of paint bearing a warning label. Therefore, interior paint manufactured before 2010 may contain greater than 90 ppm of lead.

Distinct types of paints and coatings are visually identified during the survey. If a paint is present in sufficient quantity and destructive sampling is possible, a sample is collected by scraping the surface down to the substrate to ensure that all layers are represented. Each sample is assigned a unique sample number and recorded on the sample plan.

Paint samples are handled under chain-of-custody protocol and submitted to an accredited laboratory for analysis using one or more of the following methods:

- Lead in Paint Chips by Flame Atomic Absorption Spectrophotometry (EPA Method SW-846 3050B/7000B), and/or
- Toxicity Characteristic Leaching Procedure (EPA Method SW-846 1311/7000B).

Samples containing greater than 0.009% lead (90 parts per million) are identified as lead-containing in accordance with Health Canada's Surface Coating Materials Regulations (SOR2016-193).

Samples collected for TCLP analysis include the underlying substrate (eg. paint on wood). Samples with waste extract containing greater than 5 mg/L of lead are identified as leachable lead waste in accordance with the BC Hazardous Waste Regulation (BC Reg 243/2016).

Lead in Ceramic Tile Glaze

All ceramic tile glaze is assumed to contain lead. Glazed ceramic tiles are not tested as they are not considered to be a paint or surface coating.

Bulk Lead

Suspected bulk lead products are identified by visual observation only. No samples are collected.

Polychlorinated Biphenyl-Containing Electrical Equipment

The Site is visually assessed for the presence of polychlorinated biphenyls (PCBs) in electrical equipment such as fluorescent light ballasts or fluid-filled transformers that may have been manufactured in 1980 or earlier.

An in-depth review of each ballast is to be reserved for deconstruction. Dismantling of in-service electrical equipment to observe individual ballasts is not feasible due to risk of electric shock and damage to operating fixtures. PCBs in dielectric fluids (transformers etc.), and other liquid sources are not sampled as part of this assessment.

Halocarbons

The potential presence of halocarbons in HVAC equipment, refrigeration equipment and fire suppression systems is determined by visual observation of manufacturer's labels and maintenance records only.

Pressure-Treated Lumber

Pressure-treated lumber is commonly used in decks, fences and playground structures and may be treated with preservatives containing arsenic, chromium and/or copper. According to Health Canada, structures built before 2004 may contain Chromated Copper Arsenate (CCA), which is no longer available for residential construction projects. Pressure-treated lumber is identified by visual observation only; no samples are collected.

Pressure-treated lumber may be identified by a label or stamp, a pattern of slits in the wood, or a green colour. These attributes may be obscured by paint, stain or weathering.

Mercury-Containing Equipment

Mercury-containing equipment such as thermostats, manometers and fluorescent tube/lamps/bulbs are identified by visual observation only.

Batteries

Depending on the type, batteries may contain nickel, cadmium, mercury, lithium, cobalt, and copper. Batteries are visually identified only.

Radioactive Materials

Radioactive sources such as smoke detectors are identified by visual observation only as testing for radioactive materials is outside the scope of work.

Silica

All cementitious building materials including concrete, masonry, brick, mortar, stucco, stone, ceramic tile, grout, leveling or setting compound, gypsum wall board (drywall), fibre cement board, plaster and texture coat are assumed to contain crystalline silica. No sampling is conducted.

Suspect Visible Growth and Biological Agents

Observations are made to identify the presence of suspected visible growth and/or staining on surface materials. Sampling to confirm the presence of mould growth or performing an intrusive inspection of concealed areas is outside the scope of work.

Visual observations are made for evidence of rodent, avian or bat guano or other hazardous biological agents including biomedical waste, nests, damage, carcasses, traps, staining and tracks.

Synthetic Vitreous Fibres

Fibreglass insulation, mineral wool insulation and ceramic fibre insulation products identified by visual observation are assumed to contain synthetic vitreous fibres (SVF), which are also known as man-made vitreous fibres (MMVF).

Toxic, Flammable and Explosive Materials

Toxic, flammable or explosive materials, including fuel storage tanks, are identified by visual observation of manufacturer's labels, containers or tanks only. No samples are collected.

APPENDIX C

REGULATORY FRAMEWORK/REFERENCES

Issued February 27, 2025

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Regional: 4176 Departure Bay Road, Nanaimo, BC, V9T 4B7

Tel. 1.866.500.1553 Fax 250.389.1554 Email info@terrawest.ca

- *Controlling Exposure: Protecting Workers from Infectious Disease*, WorkSafeBC, 2021 (BK129).
- *Hazardous Waste Regulation*, BC Reg. 243/2016, BC Ministry of Environment, including amendments.
- *Infection Control During Construction, Renovation and Maintenance of Health Care Facilities*, Canadian Standards Association, 2017 (CAN/CSA-Z317.13-17).
- *Lead-Containing Paints and Coatings: Preventing Exposure in the Construction Industry*, WorkSafeBC, 2011 (BK93).
- *Mould Guidelines for the Canadian Construction Industry*, Canadian Construction Association, 2004 (CCA-82-2004).
- *Occupational Health and Safety Regulation*, BC Reg. 296/97, including amendments.
- O'Grady, Kelly and Amelie Perron (2011). "Reformulating Lead-Based Paint as a Problem in Canada". *American Journal of Public Health*, 101 (Suppl. 1), 176-187.
- *Ozone Depleting Substances and Other Halocarbons Regulation*, BC Reg. 220/2006, Environmental Management Act, including amendments.
- *PCB Regulations*, SOR/2008-273, Canadian Environmental Protection Act, including amendments.
- *Recycling Regulation*, BC Reg. 206/2017, Environmental Management Act, including amendments.
- *Safe Work Practices for Handling Asbestos*, WorkSafeBC, 2017 (BK27).
- *Safe Work Practices for Handling Lead*, WorkSafeBC, 2017 (BK159).
- *Staying Safe Around Treated Wood*, Health Canada, 2019.
- *Surface Coating Materials Regulations*, SOR/2016-193, Health Canada, 2016.
- *Table of Exposure Limits for Chemical and Biological Substances*, WorkSafeBC, 2019.
- *Transportation of Dangerous Goods Regulations* SOR/2019-101, Transportation of Dangerous Goods Act, including amendments.

APPENDIX D**LABORATORY ANALYTICAL REPORTS**

Issued February 27, 2025

| | | | | | |
|-------------------------|-------------------------------|--|----------------|-----------------------|--|
| Client: | Regional District of Nanaimo | | Sampled by: | MA | |
| Sample address: | 2350 Alberni Hwy., Coombs, BC | | Analysed by: | RM | |
| Client Number: | | | Date Received: | 14 February 2025 | |
| Method/ Proficiency: | NIOSH 9002 / AIHA Lab# 296538 | | Date Analysed: | 14 - 18 February 2025 | |

| SAMPLE | | | | Layer | | | ASBESTOS CONTENT | | | OTHER FIBRES |
|--------|--------------------|-------------------------|-----------|-------|------------------------|-----|------------------|---------|---|---------------------------|
| # | LOCATION/ROOM | MATERIAL | SIZE (cm) | # | DESCRIPTION | % | IDENTIFIED | MINERAL | % | OTHER FIBRES/ COMMENTS |
| A01 | Room 25 north wall | Building paper (black) | 4x.5x.5 | 1 | brown paper | 100 | NO | | | 80% cellulose |
| A02A | Room 25 chimney | Mortar (white) | .5x.5x.5 | 1 | white cement | 100 | NO | | | mica flakes |
| A02B | Room 25 chimney | Mortar (white) | .5x.5x.5 | 1 | white cement | 100 | NO | | | mica flakes |
| A02C | Room 25 chimney | Mortar (white) | .5x.5x.5 | 1 | white cement | 100 | NO | | | mica flakes |
| A03A | Room 25 HVAC duct | Mastic (grey) | .5x.5x.5 | 1 | grey mastic | 100 | NO | | | |
| A03B | Room 25 HVAC duct | Mastic (grey) | .5x.5x.5 | 1 | grey mastic | 100 | NO | | | |
| A03C | Room 24 HVAC duct | Mastic (grey) | .5x.5x.5 | 1 | grey mastic | 100 | NO | | | |
| A04A | Room 25 west | Drywall Taping Compound | 3x2x.5 | 1 | paint | 5 | NO | | | |
| | | | | 2 | white chalky | 10 | NO | | | |
| | | | | 3 | joint tape and drywall | 85 | NO | | | 90% cellulose |

| SAMPLE | | | | Layer | | | ASBESTOS CONTENT | | | OTHER FIBRES |
|--------|--------------------------|--|-----------|-------|---------------------------|----|------------------|---------|---|------------------------------------|
| # | LOCATION/ROOM | MATERIAL | SIZE (cm) | # | DESCRIPTION | % | IDENTIFIED | MINERAL | % | OTHER FIBRES/ COMMENTS |
| A04B | Room 23 west | Drywall Taping Compound | .5x.5x.5 | 1 | paint | 95 | NO | | | |
| | | | | 2 | white chalky | 5 | NO | | | |
| A04C | Room 24 west | Drywall Taping Compound | 4x2x.5 | 1 | paint | 5 | NO | | | |
| | | | | 2 | white chalky | 15 | NO | | | |
| | | | | 3 | joint tape and drywall | 80 | NO | | | 30% cellulose |
| A05 | Room 22 landing | Vinyl Floor Tile (9x9 inch, brown with white streaks) | 1x1x.5 | 1 | brown tile | 95 | NO | | | |
| | | | | 2 | black mastic | 5 | NO | | | 2% synthetics |
| A06 | Room 23 floor | Sheet Vinyl Flooring (beige terrazzo) | 4x3x.5 | 1 | beige vinyl | 60 | NO | | | |
| | | | | 2 | off white fibrous backing | 35 | NO | | | 90% mixture of cellulose and glass |
| | | | | 3 | yellow mastic | 5 | NO | | | |
| A07 | Room 22 at top of stairs | Wallpaper (textured pattern) | 5x1x.5 | 1 | paint | 50 | NO | | | |
| | | | | 2 | white chalky | 5 | NO | | | |
| | | | | 3 | white mesh | 45 | NO | | | 99% glass |
| A08 | Room 21 floor | Sheet Vinyl Flooring (beige with brown and orange spots) | 3x1x.5 | 1 | brown vinyl | 90 | NO | | | wood |
| | | | | 2 | brown mesh | 8 | NO | | | 99% synthetics |
| | | | | 3 | brown mastic | 2 | NO | | | |

| SAMPLE | | | | Layer | | | ASBESTOS CONTENT | | | OTHER FIBRES |
|--------|---------------------------|--|-----------|-------|------------------------|-----|------------------|------------|---|---------------------------|
| # | LOCATION/ROOM | MATERIAL | SIZE (cm) | # | DESCRIPTION | % | IDENTIFIED | MINERAL | % | OTHER FIBRES/ COMMENTS |
| A09 | Room 21 floor | Sheet Vinyl Flooring (grey with brown swirls) | 2x2x.5 | 1 | brown vinyl | 90 | NO | | | |
| | | | | 2 | brown mesh | 10 | NO | | | 99% synthetics |
| A10 | Room 19 floor north | Sheet Vinyl Flooring (marbled brown) | 2x2x.5 | 1 | brown vinyl | 85 | NO | | | wood |
| | | | | 2 | brown mesh | 15 | NO | | | 99% synthetics |
| A11 | Room 15 northwest | Sheet Vinyl Flooring (beige with brown and orange splotches) | 5x.5x.5 | 1 | brown vinyl | 80 | NO | | | |
| | | | | 2 | brown mesh | 20 | NO | | | 99% synthetics |
| A12A | Room 12 west wall | Grout (white) | .5x.5x.5 | 1 | white chalky cement | 100 | NO | | | |
| A12B | Room 12 east wall | Grout (white) | .5x.5x.5 | 1 | white chalky cement | 100 | NO | | | |
| A12C | Room 12 Southeast Wall | Grout (white) | .5x.5x.5 | 1 | white chalky cement | 100 | NO | | | |
| A13A | Room 11 southwest wall | Grout (grey) | .5x.5x.5 | 1 | dark grey cement | 100 | NO | | | |
| A13B | Room 11 southeast wall | Grout (grey) | .5x.5x.5 | 1 | dark grey cement | 100 | NO | | | |
| A13C | Room 11 east wall | Grout (grey) | .5x.5x.5 | 1 | dark grey cement | 100 | NO | | | |
| A14 | Room 8 floor | Sheet Vinyl Flooring (green with white streaks) | 5x5x.5 | 1 | green/ brown vinyl | 98 | YES | chrysotile | 1 | 2% synthetics |
| | | | | 2 | brown mastic | 2 | YES | chrysotile | 2 | |

| SAMPLE | | | | Layer | | | ASBESTOS CONTENT | | | OTHER FIBRES |
|--------|------------------------|---|---|-------|--------------|-----|------------------|------------|---|---------------------------|
| # | LOCATION/ROOM | MATERIAL | SIZE (cm) | # | DESCRIPTION | % | IDENTIFIED | MINERAL | % | OTHER FIBRES/ COMMENTS |
| A15A | Room 8 northwest | Drywall Taping Compound | 3x3x.5 | 1 | paint | 5 | NO | | | |
| | | | | 2 | white chalky | 60 | YES | chrysotile | 1 | |
| | | | | 3 | joint tape | 35 | NO | | | 99% cellulose |
| A15B | Room 3 northeast | Drywall Taping Compound | Not analysed due to stop positive request | | | | | | | |
| A15C | Room 6 northeast | Drywall Taping Compound | Not analysed due to stop positive request | | | | | | | |
| A16 | Room 3 floor | Sheet Vinyl Flooring (beige with orange dots) | 3x1x.5 | 1 | beige vinyl | 95 | NO | | | |
| | | | | 2 | grey mastic | 5 | NO | | | |
| A17 | Room 7 sink | Mastic (brown) | .5x.5x.5 | 1 | brown mastic | 100 | YES | chrysotile | 1 | |
| A18 | Gym exterior west wall | Stucco | 5x5x1 | 1 | paint | 5 | NO | | | |
| | | | | 2 | white cement | 70 | NO | | | |
| | | | | 3 | grey cement | 25 | NO | | | |
| A19 | Gym storage room floor | Vinyl Floor Tile (12x12 inch, green with white streaks) | 2x1x.5 | 1 | green vinyl | 95 | YES | chrysotile | 2 | |
| | | | | 2 | black mastic | 5 | YES | chrysotile | 1 | 2% synthetics |
| A20 | Gym exterior west wall | Building paper (brown) | 3x3x.5 | 1 | brown paper | 100 | NO | | | 90% cellulose |
| A21 | Room 17 sink | Mastic (white) | .5x.5x.5 | 1 | black mastic | 100 | YES | chrysotile | 2 | |

**EMSL Canada Inc.**

2756 Slough Street, Mississauga, ON L4T 1G3

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<http://www.EMSL.com>torontolab@emsl.com

EMSL Canada Or 552502667
CustomerID: 55TWEV42A
CustomerPO: RDON24-01
ProjectID:

Attn: **Mark Adams**
Terrawest Environmental
4176 Departure Bay Road
Nanaimo, BC V9T 4B7

Phone: (866) 500-1553
Fax:
Received: 2/14/2025 09:18 AM
Collected: 2/12/2025

Project: **2350 Alberni Hwy./RDON24-01****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

| <i>Client Sample</i> | <i>Description</i> | <i>Collected</i> | <i>Analyzed</i> | <i>Weight</i> | <i>RDL</i> | <i>Lead Concentration</i> |
|-----------------------|---|------------------|-----------------|---------------|------------|---------------------------|
| L01 552502667-0001 | Site: Rm. 25 door trim, Cream on wood | 2/12/2025 | 2/14/2025 | 0.2524 g | 64 ppm | 1000 ppm |
| L02 552502667-0002 | Site: Rm. 25 trim, White/green on wood/DW | 2/12/2025 | 2/14/2025 | 0.2532 g | 130 ppm | 4100 ppm |
| L03 552502667-0003 | Site: Rm. 22 door, Bright blue on wood | 2/12/2025 | 2/14/2025 | 0.2510 g | 320 ppm | 6500 ppm |
| L04 552502667-0004 | Site: Rm. 22 base board, Black on wood | 2/12/2025 | 2/14/2025 | 0.2554 g | 320 ppm | 5300 ppm |
| L05 552502667-0005 | Site: Rm. 17 door frame, Blue/white on wood | 2/12/2025 | 2/14/2025 | 0.2546 g | 64 ppm | 2100 ppm |
| L06 552502667-0006 | Site: Rm. 15 door, Maroon/blue/white on wood | 2/12/2025 | 2/14/2025 | 0.2502 g | 64 ppm | 1900 ppm |
| L07 552502667-0007 | Site: Gym Ext. West, Green/white on wood/stucco | 2/12/2025 | 2/14/2025 | 0.2544 g | 64 ppm | 790 ppm |
| L08 552502667-0008 | Site: 1954 Era. Ext. south, Green/white on wood | 2/12/2025 | 2/14/2025 | 0.2505 g | 3200 ppm | 81000 ppm |

Rowena Fanto, Lead Supervisor
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Canada Inc. Mississauga, ON AIHA LAP, LLC-ELLAP Accredited #196142

Initial report from 02/21/2025 09:17:36

REMOVAL OF CONDITION PRECEDENT

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road

Nanaimo BC V9T 6N2

(the “**Regional District**”)

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 69 (QUALICUM)

100 East Jensen Avenue

PO Box 430

Parksville, BC, V9P 2G5

(the “**Vendor**”)

RE: Purchase and Sale Agreement between the Buyer and the Seller dated April 30, 2025 (the “Agreement”)

The Regional District hereby each confirms and agrees that the conditions precedent referred to in subsections 5.1(b) and (c) of the Agreement are now satisfied.

This Notice may be executed and transmitted electronically, and if so, such electronic copy shall be read and construed as an originally executed document.

DATED the ____ day of _____, 2025.

REGIONAL DISTRICT OF NANAIMO by its
authorized signatories:

Print Name:

Print Name: