SQUAMISH - LILLOOET REGIONAL DISTRICT

Staff Report
Request for Decision

To: SLRD Board

Date: April 22, 2026

From: Planning and Development Services

Subject: Electoral Area C Zoning Bylaw Amendment No 1879-2025 – DL2247 Duplexes Comprehensive Development 2 Zone (Third Reading)

RECOMMENDATION(S)

THAT Bylaw No.1879-2025, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025," be read a third time as amended.

THAT the S. 219 Covenant, substantially in the form attached to the staff report, be registered prior to adoption of "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025".

PURPOSE

The primary purposes of this report are as follows:

1. To bring the proposed bylaw amendment before the SLRD Board for consideration of third reading.
2. To summarize the Draft Section 219 Covenant (Development Agreement) which includes pre-adoption conditions and phasing conditions.
3. To introduce to the Board an alternative strategy, incorporated into the Draft Section 219 Covenant (Development Agreement), for addressing the maintenance of the proposed Pedestrian Underpass.

EXECUTIVE SUMMARY

The Draft S.219 Development Agreement Covenant ('Agreement') for this proposal outlines phasing of the town homes, infrastructure requirements, and predevelopment conditions. At the January 2026 SLRD Board meeting, the Draft Development Agreement for this proposal was presented and staff discussed the possibility of exploring a service establishment approach to address long-term maintenance and operations of the Pedestrian Underpass; however since then, to avoid increasing staff resources to create and manage a tax service establishment, an alternative strategy is being proposed.

The alternative strategy, secured through the Agreement, which requires the landowner to be responsible for the ongoing maintenance of the Pedestrian Underpass. Staff have met with the Ministry of Transit and Transportation (MOTT) to clarify roles and responsibilities. MOTT has confirmed it will retain ownership of the Pedestrian Underpass but will not be responsible for its ongoing maintenance and is aware of the staff's proposed Agreement approach.

KEY INFORMATION

Property Details:

Applicant:	**Location:**	**Legal Description:**	**PID:**
David Ehrhardt (Agent); Stanley Properties Ltd. (Owner)	DL2247, SLRD Electoral Area C (West side of Highway 99 from WedgeWoods Estates)	DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT, EXCEPT: FIRSTLY; PART IN PLAN VAP23216 AND SECONDLY; PART IN PLAN BCP39086	015-912-337
RGS Designation: Serviced Residential *(area proposed for residential development)*	**OCP Designation:** Rural Residential and Resource Management, Electoral Area C OCP Bylaw No. 689, 1999	**Zoning:** Comprehensive Development 1 (CD1) WedgeWoods Estates Zoning Bylaw No. 765, 2002	**Development Permit Areas:** Development Permit Area 4: Wildfire Protection

Previous Resolutions:

January 28th, 2026 Board Meeting:

> *THAT the Community Benefit Contribution be reserved for the construction of affordable and non-market housing projects within Pemberton and/ or Mount Currie.*
>
> *THAT Bylaw No. 1879-2025, "cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025" be referred back to staff to address with Ministry of Transportation and Transit and the proponent the responsibility of operations and maintenance of the pedestrian underpass and that the Section 219 Covenant include provisions for a fossil fuel free residential development.*

September 17th, 2025 Board Meeting:

> *THAT Bylaw No. 1879-2025, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025," be read a second time as amended; and*
>
> *THAT the Development Agreement Term Sheet be revised such that the transit amenities and the pedestrian highway underpass be required in phase one to be constructed prior to occupancy and the cash contribution to the Community Amenity Contribution be allocated towards affordable housing.*

July 23rd & 24th, 2025 Board Meeting:

> *THAT the Board provide the following direction on the Community Amenity Contribution*

package associated with Bylaw No. 1879-2025, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025":

- *a cash contribution is preferred over the construction of on-site below market rental housing;*
- *staff provide clarity on the safe highway crossing and impacts of the proposed solution on the cash amenity contribution; and*
- *staff clearly separate out basic amenities (transit, EV charging, play area) from the community amenity contributions.*

June 25th and 26th, 2025 Board Meeting:

THAT Request for Direction – Electoral Area C Zoning Bylaw Amendment – DL2247 Comprehensive Development Zone (Direction on Community Amenity Contribution) be referred back to staff to address the comments and feedback provided by the Committee of the Whole (COW) for discussion with the proponent on the Community Amenity Contributions, and that the results of these discussions be brought back to a future COW meeting.

April 23, 2025 Board Meeting:

THAT Bylaw No. 1879-2025, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025", be given First Reading.

THAT Bylaw No. 1879-2025, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025", be referred to the Squamish Nation, Líl̓wat Nation, Village of Pemberton, Resort Municipality of Whistler, and Provincial agencies including Vancouver Coastal Health, the Ministry of Water, Land and Resource Stewardship, the Ministry of Transportation and Infrastructure [Ministry of Transportation and Transit], and BC Transit for comment.

THAT the terms of a draft housing agreement and a valuation estimate of the affordable housing and the land contribution be provided for the SLRD Board's consideration at the time of proposed Second Reading.

Previous Reports:

- January 28, 2026 – Third Reading Report
- September 17, 2025 – Second Reading Report
- July 24, 2025 – Direction Request Report
- June 26, 2025 – Direction Request Report
- April 23, 2025 – First Reading Report

Project Details:

Dwelling Units	Configuration	Size	Type	Connectivity	Transit
12 dwelling units, and a common facilities building	3 lots, 2 duplexes each	3-4 bed	Market housing	Pedestrian Underpass connecting east to west	Transit shelter on east side of highway

The proposal is for a market housing development consisting of 12 units in six duplex buildings across three residential lots, plus one lot for servicing. Each unit includes a double garage and an additional driveway parking space, with visitor parking provided at a common facilities building. Preliminary floor plans and elevations are included for third reading to provide a higher level of detail. Please see **Attachment C.**

The proposal also incorporates essential infrastructure improvements, including a Pedestrian Underpass beneath the highway to ensure safe crossing between the east side of the highway and the west, supporting transit access and trail connectivity for both the residents and the region. A transit shelter is proposed on the east side to serve north- and south-bound routes.

S.219 Covenant and Phasing:
A detailed Draft Development Agreement in the form of a S.219 covenant has been developed based on application materials, SLRD and external agency requirements, and Board direction to date. See **Attachment B** for the Draft Development Agreement. The works are to be carried out in two phases, with eight units to be constructed in Phase 1 and four units to be constructed in Phase 2. The Agreement establishes a covenant to be registered that requires the Land owner to be responsible for the maintenance obligations associated with the Pedestrian Underpass.

Pedestrian Underpass Ownership and Maintenance:
At the January 2026 SLRD Board meeting, staff presented the opportunity of exploring a service establishment approach for maintaining the Pedestrian Underpass whereby the SLRD would assume responsibility for ongoing maintenance of the Pedestrian Underpass through a new tax service that would have been specifically established for this purpose. However, the Board expressed with this approach including the SLRD assuming a maintenance role, particularly given associated operational and resource implications.

Ownership
After the January 2026 SLRD Board meeting, Staff met with MOTT on March 17, 2026, to confirm ownership and roles related to the Underpass as part of the review of the Development Agreement and maintenance options. MOTT confirmed they will maintain ownership of the infrastructure, including capital replacement costs, but would not be responsible for the ongoing maintenance of the infrastructure. This was explained as typical for MOTT in cases where infrastructure projects are not triggered by MOTT's own operations.

Maintenance
Staff have now advanced an alternative approach that secures responsibility for ongoing day-to-day maintenance of the Pedestrian Underpass through the Agreement. If this alternative approach is approved by the Board, maintenance obligations, including related costs, would be assigned to the landowner rather than the SLRD, and would in due course, transfer to the future strata corporation. The strata corporation, once established, would use funds collected through its strata fee budgeting process and would be required to retain an insured contractor to conduct the ongoing maintenance of the Pedestrian Underpass and connecting trails, as now defined in the Agreement.

Enforcement
The Agreement includes a rent charge as an enforcement mechanism to ensure compliance with the maintenance obligations for the Pedestrian Underpass. The rent charge is not a fee that is paid on an ongoing basis, nor does it represent a service charge collected by the SLRD. Instead, it is registered against title and functions as a financial enforcement tool that can be

relied upon only in the event that the landowner or future strata corporation is in breach of the agreement to conduct maintenance.

The rent charge is set at $10,000. This amount was derived by estimating the annual maintenance cost of the Pedestrian Underpass at approximately $5,000 and doubling that figure. CPI adjustments are to be made at the time of enforcement.

As with current SLRD bylaw enforcement practices, the trigger for such a penalty would be driven by complaints received from residents/property owners, SLRD staff, or MOTT. If the strata corporation has not remedied the breach of the contract after receipt of written notice from the SLRD, the rent charge can be enforced.

Pedestrian Underpass Maintenance Approach	
Responsible Party	Landowner/future strata corporation
Infrastructure Owner	MOTT (responsible for capital replacements)
Mechanism	Development Agreement/Covenant
Enforcement	Rental Charge ($10,000)

Transit Infrastructure
As part of this proposal, the proponent is providing a transit shelter to support future transit service. The shelter is being secured through the Development Agreement and is required to be constructed prior to development of the new townhomes, in accordance with direction from the Board. While this infrastructure is being required as a condition of development, it will also provide a benefit to the existing Wedgewoods Estates community and the broader regional transit network. The shelter is to be located on the east side of the highway within the existing Wedgewoods Estates subdivision, with the Pedestrian Underpass enabling safe access to transit from both sides of the highway.

Although there is currently no established regional transit service in the area, staff note that discussions regarding the introduction of a regional transit system are ongoing. Any future regional service would require formal service establishment, along with supporting infrastructure such as bus stops and shelters. The proposed transit shelter is intended to integrate with and form part of a future regional transit network, should service be established. Securing this infrastructure at the development stage ensures the site is appropriately positioned to support future transit delivery.

Changes to the Development Agreement since January 2026
Changes to the Development Agreement include:

- Definition added: ‘Maintenance of the Pedestrian Underpass’
- Definition updated: ‘Pedestrian Underpass’ definition updated to include the trail connections to ensure maintenance of those connections
- Covenant: prior to subdivision, the covenant associated with the maintenance responsibilities to be registered on title
    - Covenant to include rental charge as penalty in the case that the agreement for maintenance is breached
- Requirement prior to occupancy: owner to retain an insured independent contractor
    - (insured contractor to conduct ongoing maintenance of the Pedestrian Underpass)
- Covenant language added: Fossil free community

- The Owner covenants and agrees that no piped natural gas services will be provided within or to any part of the Lands used for residential purposes

Community Benefit Contribution
The cash contribution outlined below is being provided as cash in lieu of the affordable/below-market housing that was originally proposed and has been calculated based on 12 market units by the proponent.

The cash contribution will be collected at the time of Building Permit issuance for each unit and put in an SLRD reserve fund, to be considered for allocation towards future affordable or non-market housing projects in Pemberton and/or Mount Currie.

Community Benefits Overview (January 2026)		
Cash Contributions (Cash in Lieu)		
	Per	Total
Cash Contribution per dwelling unit	$200,000	$2,400,000.00
Total value of cash contribution		**$2,400,000.00**
Land Contribution		
Assessed value of DL2247 at Jan 1, 2026 (124.26ha) *(Note: this valuation undervalues current market comparisons)* *See below for more details on this proposed donation*	**$425,867**	
Total value of land contribution		**$425,867.00**
TOTAL CONTRIBUTION BY PROPONENT		**$2,825,867.00**

Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw, Amendment Bylaw No. 1879-2025:

Changes to the bylaw amendment since second reading include the removal of the *Community Amenities* definition and related section 11.2.5. Following legal review, it was recommended that these aspects be included in the Development Agreement rather than the Amendment Bylaw. The proposed Comprehensive Development 2 (CD2) Zone does not include a density bonusing framework; therefore, referencing *Community Amenities* in the zoning bylaw would imply a statutory requirement that cannot be enforced. The developer's obligations to provide the cash contribution in the form of a Community Benefit Contribution are fully secured through the Section 219 covenant.

The table below summarizes uses permitted in the proposed CD2 compared to the existing Comprehensive Development 1 (CD1) Zone.

ZONING	
Current Zoning	**Proposed Zoning**
CD1 – Comprehensive Development 1 – WedgeWoods Estates	CD2 – Comprehensive Development 2

Permitted Uses	Permitted Uses
• *single family dwelling* • *accessory dwelling unit* (subject to specific provisions, including maximum GFA of 110m^2) • *bed and breakfast* • *home based businesses* • nature conservation area, parks and playgrounds • community halls, fire halls, ambulance and first aid stations and police stations • neighbourhood convenience store in conjunction with a *single family dwelling* • accessory uses, buildings, and structures • telecommunications equipment, waterworks pump stations, sewer system lift stations and similar unattended utility equipment and machinery, with no exterior storage of any kind • non-commercial tennis courts and swimming pools, whether covered or uncovered, facilities for exercise equipment and changing rooms • *secondary suite*	• *duplexes* • *home based businesses* • parks and playgrounds • common facilities building • telecommunications equipment, waterworks pump stations, sewer system lift stations and similar unattended utility equipment and machinery, with no exterior storage of any kind

CONSIDERATIONS

Relevant Plans and Strategies:
Squamish-Lillooet Regional District Electoral Area C Official Community Plan Bylaw No. 689, 1999
Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002
Squamish-Lillooet Regional District Regional Growth Strategy Bylaw No. 1062, 2008
Squamish-Lillooet Regional District Bylaw No. 1646-2019 (WedgeWoods Estates fire service)
Squamish-Lillooet Regional District Bylaw No. 879-2003 (Bylaw to require installation of sprinklers for residential occupancy)
Squamish-Lillooet Regional District Bylaw No. 1925-2025 (Bylaw to regulate landscaping to reduce wildfire hazard)
Squamish-Lillooet Regional District 2024-2026 Strategic Plan
2024 SLRD Housing Need and Demand Study
Squamish-Lillooet Regional District Policy No. 12-2018 Board Policy for Community Amenity Contributions
Squamish-Lillooet Regional District Policy No. 42-2025 Proof of Drinking Water and Wastewater Disposal Policy
Squamish-Lillooet Regional District Diversion Storage Technical Design Guidelines

Organizational / External Impacts:
SLRD staff have confirmed internally that the SLRD does not currently have the necessary service established to take on Pedestrian Underpass responsibilities, nor the resources or capacity to conduct maintenance/snow clearing.

By securing responsibility for the Pedestrian Underpass maintenance through the Agreement, which assigns maintenance obligations to the landowner and future strata corporation, the

SLRD avoids assuming operational responsibility or ongoing service delivery responsibilities for infrastructure required by the development.

Legal Implications:
This proposal involves the establishment of a new Comprehensive Development (CD) Zone and the execution of a Section 219 Covenant (Development Agreement). Both instruments will be legally binding on the proponent, who will be required to comply with all permitted uses, terms, and conditions.

The Draft Section 219 Covenant Development Agreement establishes a clear legal framework that assigns maintenance responsibility for the Underpass to the landowner and future strata corporation, while ownership of the Pedestrian Underpass itself (including replacement thereof), remains with MOTT. The development agreement and the covenant both require that the owner provides evidence that a maintenance agreement is in place, and the covenant requires that this be done every year. It also includes the requirement to provide SLRD with evidence each year that the owner/strata corporation has liability insurance in effect and has named the SLRD as an additional insured.

Section 5 of the Agreement clearly acknowledges that the Pedestrian Underpass is MOTT infrastructure, and that the SLRD has no regulatory authority or obligations with respect to the underpass.

Financial Implications:
Under the Draft Section 219 Covenant and Development Agreement, the SLRD is not responsible for the maintenance, operation, or asset replacement of the Pedestrian Underpass. All day-to-day maintenance costs, and any associated expenses, are the responsibility of the landowner and will transfer to the future strata corporation.

As a financial protection measure, the covenant includes a rent charge registered on title. The rent charge does not involve regular payments to the SLRD and is only enforceable in the event of non-compliance with maintenance obligations following notice.

If an SLRD maintenance service becomes available in the future, and the SLRD wishes to roll this infrastructure into such a service, the Agreement contemplates the possibility of discharging the convent pertaining to the maintenance requirements.

Truth, Reconciliation, and Indigenous Relations:
The SLRD is committed to enhancing relations with the Indigenous communities and First Nations within whose traditional and unceded territories we operate, with a focus on the Líl̓wat Nation, Sḵwx̱wú7mesh Úxwumixw and St’át’imc Nation, and its member communities. Decisions are informed by the SLRD’s Indigenous Relations, Truth & Reconciliation Guide.

Early engagement with Líl̓wat Nation for this site identified that an Archaeological Impact Assessment (AIA), rather than a Preliminary Field Reconnaissance, would likely be required. The proponent submitted an application to the Province for an AIA in October 2025 and was advised that intake timelines are approximately six to eight months. In response, staff have revised the recommended conditions of development so that completion of the AIA is required prior to the commencement of any development on the lands. An archaeological site has been previously recorded on the property; however, anticipated disturbance areas are expected to be located outside of the established buffer, similar to the adjacent Wedgewood Estates.

Level of Community Engagement:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Strategic Priority Alignment:

☒ Community well-being and livability
☐ Truth, reconciliation and relationships
☒ Responsible governance and service excellence
☐ Not applicable
☐ Advocacy
☐ Climate action and sustainability
☐ Emergency planning, response and recovery

OPTIONS

1. Approve the preferred Recommendations as set out above
2. Do not approve the Recommendations
3. Other, as per Board direction

NEXT STEPS

If the Board approves the recommendations, staff will work with the proponent to finalize deliverables required for adoption of the amendment bylaw, including registration of the Section 219 Covenant.

ATTACHMENTS

A. Amendment Bylaw No. 1879-2025
B. Draft Development Agreement, S.219 Covenant

Submitted by:	K. Bell, Planner
Reviewed by:	C. Dewar, General Manager of Planning and Development Services
Reviewed by:	K. Clark, Director of Strategic Services
Reviewed by:	O. Butt, General Manager of Infrastructure and Environmental Services
Approved by:	H. Paul, Chief Administrative Officer

Attachment A

SQUAMISH-LILLOOET REGIONAL DISTRICT
BYLAW NO. 1879-2025

A bylaw of the Squamish-Lillooet Regional District to amend Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002;

NOW THEREFORE, the Regional Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025".

2. This bylaw is to be added to the SUMMARY OF AMENDMENTS table as follows:

1879-2025	New Comprehensive Development zone added to facilitate duplex development on portion of DL2247 – text and map amendments	DATE OF ADOPTION

3. Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002 is amended as follows:

(a) The Table of Contents is amended by inserting the following:

SECTION 11.2 – CD2 – COMPREHENSIVE DEVELOPMENT 2 ZONE

and the page numbering is reordered as required.

~~(b) By adding the following definition under **SECTION 1 – DEFINITIONS** in the appropriate alphabetical order:~~

~~***COMMUNITY AMENITY*** means any public benefit, improvement or cash in lieu contribution that is prescribed in an applicable bylaw agreed to by a private party and the SLRD as part of a zoning amendment process to be provided at no cost to the SLRD, or at a cost agreeable to the SLRD Board.~~

(c) By adding the following to **TABLE 2-1 Designation of *Zones***:

CD2	Comprehensive Development Zone 2

(d) By rezoning a portion of the land legally described as "PID 015-912-337, DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT, EXCEPT: FIRSTLY; PART IN PLAN VAP23216 AND SECONDLY; PART IN PLAN BCP39086" from CD1 – Comprehensive Development 1 – WedgeWoods Estates to CD2 – Comprehensive

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Development 2 as shown on Schedule 1 and updating the Schedule B Zoning Bylaw No. 765 (Map) accordingly.

(e) Section 11.1 is amended by revising the "Intent" by deleting the paragraph in its entirety and replacing it with the following:

"This zone applies to the land on the east side of Highway 99, described as Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086 ("Lot A") and to Strata Lot 1 to 12 all of District Lot 2247 Group 1 NWD Strata Plan BCS3916 ("Strata Lots') and a portion of the land on the west side of Highway 99 described as District Lot 2247 Group 1 New Westminster District Except Firstly Part in Plan VAP23216 and Secondly Part in Plan BCS39086 (District Lot "2247").The density reflects site conditions and permits a clustered development of up to 108 residential dwellings."

(f) By adding the following to **SECTION 11 – COMPREHENSIVE DEVELOPMENT ZONES**:

SECTION 11.2 – CD2 ZONE – COMPREHENSIVE DEVELOPMENT 2

Intent

"This zone applies to a portion of the land on the west side of Highway 99 described as District Lot 2247 New Westminster District Except Firstly Part in Plan VAP23216 and Secondly Part in Plan BCP39086 ("District Lot 2247"). The density reflects site conditions and permits a clustered development of up to 6 residential duplex buildings and accessory uses. The portion of the land to which this zoning applies is shown on Schedule 1."

Permitted Uses

11.2.1 On the west side of Highway 99 (District Lot 2247) land, *buildings* and *structures* in the CD-2 Zone shall be used for the following purposes only:

a) *duplexes*
b) common facilities building
c) parks and playgrounds
d) *home based businesses*
e) private or public water and wastewater, drainage, telecommunications, power and related utility infrastructure uses (including, without limiting the generality of the foregoing, wells, reservoirs, treatment systems, pumphouses, mains, lines, pipes, culverts, valves, poles, chutes, ducts, wires, roads and other appurtenances, attachments, fittings, and equipment associated therewith)

Regulations

11.2.2 On a *parcel* located in the CD-2 Zone, no *use*, *building* or *structure* shall be established, constructed, located or altered, which contravenes the regulations set out in the table below in which Column I sets out the matter to be regulated and Column II sets out the regulations.

COLUMN I Matter to be Regulated		COLUMN II Regulations
(1)	Maximum number of *dwellings* per *parcel*	2 *duplex* units, or 4 *dwelling* units
(2)	Minimum *parcel area*	0.4 hectares
(3)	Maximum *parcel coverage*	35%
(4)	Maximum number of *parcels* for new subdivision	4
(5)	Maximum *gross floor area* for the *dwelling* units	205m^2
(6)	Maximum *gross floor area* for the common facilities building	200m^2
(7)	Minimum *setback* • from the front *parcel line* • from the rear *parcel line* • from the side *parcel lines*	 7.5m 7.5m 4.0m
(8)	Maximum *height* for *duplex*	11m, or 3 storeys, whichever is less
(9)	Maximum *height* for *accessory buildings* and *structures*	6m

Siting Requirements

11.2.3 No *structure* shall be located within 15m of the Highway 99 Right-of-Way.

Parking & Loading

11.2.4 Motor vehicle and bicycle parking and loading shall comply with the requirements of Section 4 of this Bylaw.

~~**Conditions Related to Provision of Amenities**~~

~~11.2.5 Development in the CD-2 Zone is subject to the provision of *community amenities* as per the terms of the development agreement~~

READ A FIRST TIME this	23rd day of	APRIL, 2025
READ A SECOND TIME, as amended, this	17th day of	September, 2025
READ A THIRD TIME this, as amended, this	day of	, 2026
PER s.52(3)(a) of the Transportation Act, APPROVED by the MINISTRY OF TRANSPORTATION AND TRANSIT this	day of	, 2026

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Attachment A

ADOPTED this day of , 2026

Jen Ford
Chair

Angela Belsham
Corporate Officer

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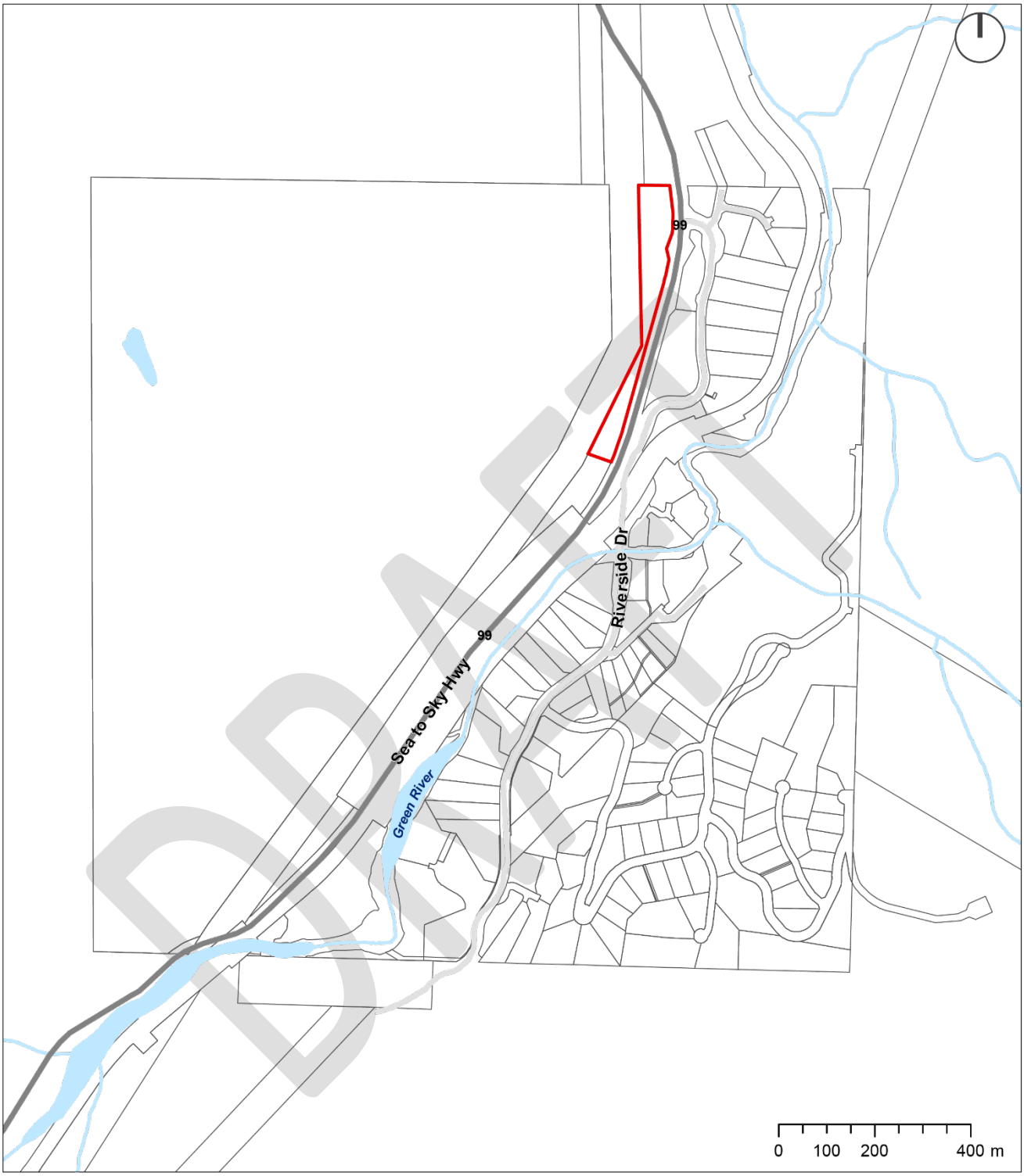
Attachment A



Schedule 1
Bylaw No. 1879-2025

CD1 to CD2

SQUAMISH - LILLOOET
REGIONAL DISTRICT

Attachment B

TERMS OF INSTRUMENT - PART 2

LAND DEVELOPMENT AGREEMENT

(SECTION 219 COVENANT)

THIS AGREEMENT dated for reference _____2026

BETWEEN:

STANLEY PROPERTIES LTD.

(the "**Owner**")

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

Box 219 Pemberton, B.C. VON 2L0

(the "**Regional District**")

WHEREAS:

A. The Owner is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 015-912-337 District Lot 2247 Group 1 New Westminster District, Except; Firstly Part in Plan VAP23216 and Secondly Part in Plan BCP39086;

B. The Regional District is a regional district incorporated under the provisions of the *Local Government Act,* R.S.B.C. 2015, c. 1.

C. The Owner has applied to the Regional District for an amendment to the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765-2002 (the "Electoral Area C Zoning Bylaw"), as set out in Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025, with the intent that the Lands will be placed in a new CD2 – Comprehensive Development Zone and that following the adoption of the amending bylaw, the Lands will be governed by the provisions of Section 11.2 – CD2 Zone – Comprehensive Development 2 of the Electoral Area C Zoning Bylaw.

D. In addition to the regulations set out in Section 11.2 – CD2 Zone – Comprehensive Development 2 of the Electoral Area C Zoning Bylaw, the Owner has voluntarily agreed to certain other commitments respecting the subdivision and development of the Lands.

E. In order to better secure the commitments of the Owner as referred to in Paragraph D, the Owner has agreed to enter into this Agreement with the Regional District, which is to be registered against title to the Lands as a covenant pursuant to section 219 of the *Land Title Act,* R.S.B.C. 1996, c. 250.

F. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, may be granted in favour of the Regional District and may be registered as a charge against the title to land, and may contain provisions respecting the subdivision; and the development of land, including the use of land or the use of a building on or to be

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erected on land, that land is to be built on in accordance with the covenant, and that land is not to be built on or subdivided except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT under Section 219 of the *Land Title Act,* and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE ($1.00) DOLLAR of lawful money of Canada now paid to the Owner by the Regional District (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms have the meaning assigned herein:

(a) "**Amendment Bylaw**" means Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1879-2025;

(b) "**Approving Officer**" means the approving officer appointed from time to time, with jurisdiction to approve subdivision applications for the Lands under Part 7 of the *Land Title Act;*

(c) "**Authority**" means any governmental authority or agency whose approval is required for an activity that is contemplated or required under this Agreement;

(d) "**BC Building Code**" means the British Columbia Building Code, as established under the *Building Act,* SBC 2015 c. 2, and as amended from time to time;

(e) "**BC Energy Step Code**" means the system of energy efficiency performance requirements set out in Division B, Part 10 of the BC Building Code, as amended or replaced from time to time;

(f) "**BC Fire Code**" means the British Columbia Fire Code, as established under the *Fire Services Act,* RSBC 1996, c. 144;

(g) "**BC Transit**" means British Columbia Transit, as continued under the *British Columbia Transit Act,* RSBC 1996, c. 38;

(h) "**Building Bylaw**" means the Regional District's Building Bylaw No. 1611-2020, as amended or replaced from time to time;

(i) "**Building Inspector**" means a person appointed as a building official under the Building Bylaw;

(j) **"Building Permit"** means a permit issued by the Regional District allowing construction of a building or improvements;

(k) "**Common Facilities Building**" means a building containing mail facilities, and waste diversion facilities that comply with the Regional District's Diversion Storage Technical Design Guidelines, to be located on New Lot 4 together with 3 parking spaces on portions of New Lot 4 for use by New Lots 1,2 and 3;

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(l) "**Community Benefits**" means a cash contribution of $200,000 for each Dwelling Unit constructed on the Lands, and transfer of title to the Remainder of District Lot 2247 to the Regional District;

(m) "**Development**" means the creation of 4 new fee simple lots and the construction of two duplex buildings on each of New Lots 1, 2 3 for a total of 12 Dwelling Units, the construction of the equipment and improvements for the provision of Water and Waste Water systems on the New Lot 4, construction of the Community Facilities Building on New Lot 4, construction of roadways for pedestrian and vehicular access by New Lots 1, 2 and 3 over portions of the New Lot 4;

(n) "**General Manager of Infrastructure and Environmental Services**" means the person appointed as the Regional District's Director of Environmental Services (or their successor in function), and includes any person authorized to act on the Director's behalf;

(o) "**General Manager of Planning and Development**" means the person appointed as the Regional District's Director of Planning and Development (or their successor in function), and includes any person authorized to act on the Director's behalf;

(p) "**General Manager of Protective and Emergency Services**" means the person appointed as the Regional District's Director of Protective Services (or their successor in function), and includes any person authorized to act on the Director's behalf;

(q) "**Donation Receipt**" means the donation receipt to be issued by the Regional District to the Owner for the sum of $432,000 following the transfer of the Remainder of District Lot 2447 to the Regional District, in a form acceptable to the Owner and the Regional District, each acting reasonably;

(r) "**Dwelling Unit**" means a single family dwelling within a duplex building;

(s) "**Environmental Considerations**" means the design and construction of the Dwelling Units is carried out in a manner that limits vegetation removal to them minimum necessary for development and retains remnant large and older trees on the New Lots whereover possible and complies with the requirements of the Initial Environmental Review of 900 Block Highway 99 BC prepared by Cascade Environmental Resource Group Ltd dated August 27, 2025;

(t) "**Existing Charges**" means those charges registered against title to the Lands under numbers 364958 M (**Hydro)**, BB1225295 (**Nature Conservation**), BB122301 (**Highway Buffer and Riparian Area**), BB1225305 ("**Public Access**") and BB186416 SRW in favour of The Owners Strata Plan BCS (**Wells**;

(u) **"Final Inspection Notice"** means final inspection notice issued by the Regional District prior to the occupancy of a Dwelling Unit;

(v) "**Fire Sprinklers**" means residential fire suppression sprinklers that conform to the requirements of the British Columbia Building Code, and NFP13D Regulation, as applicable to a Dwelling Unit;

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(w) "**Land Title Office**" means the New Westminster Land Title Office, as established under the *Land Title Act*;

(x) "**Lands**" mean those lands in the Regional District legally described as

PID 015-912-337

District Lot 22247 Group 1 New Westminster District Except Firstly Part in Plan VAP23216 and Secondly Part in Plan BCP29086;

(y) "**MOTT**" means the Ministry of Transportation and Transit;

(z) "**Maintenance of the Pedestrian Underpass**" means the maintenance of the Pedestrian Underpass, as required from time to time, including without limitation the connection to the Pedestrian Underpass as shown on Schedule "C", and including but not limited to snow clearing, power washing and cleaning, which will enable it to be utilized by pedestrians in a similar fashion as the Pedestrian Trail, but excluding lighting and capital cost replacements of the Pedestrian Underpass.

(aa) "**New Lots**" means New Lots 1, 2 and 3 and New Lot 4;

(bb) "**New Lots 1, 2 and 3**" means the new lots designated as Lots 1, 2 and 3 on the Subdivision Plan;

(cc) "**New Lot 4**" means the new lot designated as Lot 4 on the Subdivision Plan;

(dd) "**Phase 1**" means the Dwelling Units to be constructed on New Lot 1 and New Lot 2;

(ee) "**Phase 2**" means the Dwelling Units to be constructed on New Lot 3;

(ff) "**Qualified Professional**" means a professional engineer, geoscientist, architect, or landscape architect (i) who is registered in good standing in British Columbia with a professional organization constituted under an enactment, is acting under that organization's code of ethics and is subject to disciplinary action by that organization, (ii) whose area of expertise is recognized by the individual's professional organization as one that is acceptable for the purpose of performing a professional service required under this Agreement, and (iii) who is acting within the individual's area of expertise;

(gg) "**Pedestrian Trail**" means the pedestrian trail to be located on New Lot 4 as shown on the plan attached as Schedule "A";

(hh) "**Pedestrian Underpass**" means the pedestrian underpass, as approved by MOTT, to be located substantially as shown on the plan attached hereto as Schedule "C" which is necessary to provide pedestrian access to transit services and pedestrian trails for residents of the west side of Highway 99 including residents of the Development, and without limitation includes the connection to the Pedestrian Underpass as shown on Schedule "C";

(ii) "**Permitted Encumbrances**" means (i) the legal notations and encumbrances set out on Schedule "F" hereto; (ii) any subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original Crown grant

for the Lands; (iii) any charges, or encumbrances which are required by an Authority for the approval of the Rezoning Bylaw, the Subdivision Plan, a Building Permit or a Final Inspection Notice; (iv) the Existing Charges not discharged or replaced; and (v) charges granted to providers of utilities such as BC Hydro and Telus;

(jj) "**Record of Sewage System Filing"** means a filing from an authorized professional or registered onsite wastewater practitioner to the local health authority which is accepted by VCH as a filing for the Waste Water Treatment System;

(kk) "**Regional District Trail Standards**" means the standards and guidelines for the design and construction of the Pedestrian Trail which will require a 1.5 metre gravel trail for pedestrian and mountain bike use and such other standards and specifications proposed by the Owner that the Director of Environmental Services, acting reasonably, considers will ensure that the Pedestrian Trail that the Owner is required to design, construct, and install on the Lands will be to a standard consistent with the Owner's obligations and to a standard consistent with other public trails within the Regional District;

(ll) "**Remainder of District Lot 2447**" means that portion of the lands designated on the Subdivision Plan as the "Remainder";

(mm) "**Subdivision Plan Approval**" means the approval of the Subdivision Plan by the Approving Officer;

(nn) "**Subdivision Plan**" means a reference plan of the Lands creating title to the New Lots and substantially as shown on the plan attached hereto as Schedule "D";

(oo) "**Sustainability Commitments**" means that Level 2 chargers will be installed in all Dwelling Units and the use of green infrastructure for the purposes of stormwater management;

(pp) "**Transit Infrastructure**" means a transit turnaround including a bus shelter to a maximum standard Type E and bike rack to accommodate 10 bikes to be located on the east side of Highway 99 as shown on the plan attached as Schedule "E";

(qq) "**VCH**" means Vancouver Coast Health;

(rr) "**VCH Water Permit**" means the permit issued to the Developer under the *Drinking Water Protection Act*, SBC 2001, c. 9, for the operation of the system of water works that supply potable water to the New Lots;

(ss) **"Water Supply System Construction Permit"** means the permit issued by VCH to the Developer permitting construction of the Water System;

(tt) "**Waste Water Restrictive Covenant**" means a section 219 covenant in favour Regional District requiring construction, operation, repair and maintenance of use of the Waste Water Treatment System;

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(uu) "**Waste Water Treatment System**" means the septic disposal field and backup disposal fields to be constructed by or on behalf of the Owner on New Lot 4 acceptable to both the Regional District;

(vv) "**Water System**" means the provision of water to New Lots 1, 2 and 3 from wells located on New Lot 4, which wells and the system providing water to the New Lots 1, New Lot 2 and New Lot 3 must be acceptable to the Regional District and VCH;

(ww) "**West Access**" means the roadways, including any necessary deceleration lanes, to be located on New Lot 4 which will provide pedestrian and vehicular access for New Lots 1, 2 and 3 to Highway 99 and to New Lot 4;

(xx) **"Wildfire Protection Development Permit"** means a development permit issued by the Regional District pursuant to the *Local Government Act*, in accordance with the requirements of the Squamish-Lillooet Regional District Electoral Area C Official Community Plan Bylaw No. 689, 1999,

1.2 In this Agreement:

(a) a reference to a "Part" of this Agreement means the provisions of this Agreement that are contained under a separate subject heading, and a reference to a "section" or "sub-section" together with a number means the provisions of this Agreement that are contained within the section or sub-section that has the corresponding number;

(b) a reference to an enactment (including without limitation a bylaw of the Regional District) is a reference to that enactment as consolidated, revised, amended, re- enacted or replaced from time to time, unless otherwise expressly provided;

(c) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided for under this Agreement, must be performed, made, or exercised reasonably;

(d) Words and expressions used in this Agreement that are not defined in section 1.1 have the same meaning as under the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended, unless the context requires otherwise.

1.3 Each covenant, agreement or obligation of the Owner under this Agreement is to be construed as a covenant granted in favour of the Regional District pursuant to section 219 of the *Land Title Act.*

1.4 The following Schedules are attached to and form part of this Agreement

Schedule A	Pedestrian Trail Plan
Schedule B	SRW for Pedestrian Trail
Schedule C	Plan for Pedestrian Underpass
Schedule D	Subdivision Plan
Schedule E	Transit Infrastructure

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Schedule F	Permitted Encumbrances
Schedule G	Section 219 Covenant and Rent Charge – Pedestrian Underpass

ARTICLE 2
COVENANT AS TO SUBDIVISION AND DEVELOPMENT

2.1 Covenant as to Subdivision and Development of the Lands

(a) The Owner covenants and agrees with the Regional District that it shall not subdivide the Lands, construct any building on the Lands, or use or permit the use of the Lands or any building on the Lands, except in strict accordance with this Agreement.

(b) The Owner covenants and agrees that no piped natural gas services will be provided within or to any part of the Lands used for residential purposes, and that equipment and appliances used for heating, cooling, domestic hot water, and cooking within each building use for residential purposes constructed on the Lands shall not be directly powered by the combustion of fossil fuel.

(c) Certain of the conditions on subdivision, construction, use, and development of the Lands as set out in the following sections of this Agreement are intended to secure the conditions under which the development of the Lands may undertaken.

(d) The obligations of the Owner under this Agreement are in addition to and are not intended to vary or abrogate the provisions of any statutes, regulations, or bylaws that apply to the subdivision and development of the Lands, or the requirement for the approval of any Authority. Accordingly, the Owner agrees that it shall subdivide and develop the New Lots in compliance with all bylaws of the Regional District concerning land development, zoning, subdivision and building construction, and shall seek and obtain the approval of any Authority that is required for an activity that is contemplated or required under this Agreement.

(e) The Owner acknowledges and agrees that the Regional District, and its officers and employees, may delay, withhold, or refuse the issuance of a permit or approval under one or more of the bylaws referred to in section 2.1 (c), in the event that a permit or approval sought by the Owner is not consistent with the restrictions on the use or subdivision of the Lands under this Agreement, or with the restrictions or requirements for the construction of community amenities, buildings or structures on the Lands under this Agreement.

(f) The Owner shall be solely responsible for all costs and expenses required to fulfill its obligations under this Agreement, whether or not those costs and expenses are specifically referred to herein.

ARTICLE 3
COMMUNITY CONTRIBUTION

3.1 Community Benefit Contribution

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(a) In recognition of the benefit that residents of the Lands will receive from various programs and services provided by the Regional District within its boundaries, and the cost to the Regional District of providing those programs and services, the Owner agrees to:

(i) contribute to the Regional District the sum of $200,000 for each Dwelling Unit constructed on New Lot 1, New Lot 2 and New Lot 3, to be used by the Regional District in support of Regional District programs and services;

(ii) transfer title to the Remainder of District Lot 2247 immediately after registration of the Subdivision Plan in the Land Title Office

(b) Each portion of the Owner's Community Benefit Contribution under section 3.1(a)(i) (for certainty, $200,000 for each Dwelling Unit) must be paid prior to the issuance of the Building Permit for each Dwelling Unit.

(c) In order to secure the Owner's obligation to pay the Community Benefit Contribution, the Owner covenants and agrees that until the Community Benefit Contribution for a Dwelling Unit is paid:

(i) no Development, other than the construction of works and improvements required by the Approving Officer as a condition of approval of the Subdivision Plan, including but not limited to infrastructure related to the Water System, roadworks, Waste Water Treatment System and site alteration works approved by the Regional District, shall be undertaken on any part of the Lands;

(ii) the Owner shall take no steps, including by initiating legal proceedings, to compel the Regional District to issue a Building Permit or to compel the Building Inspector to issue a Building Permit.

ARTICLE 4
PRIOR TO OBLIGATIONS

4.1 The Owner covenants and agrees that prior to commencing any Development of the Lands, it must:

(a) obtain and provide to the Regional District proof of approval from MOTT for the Pedestrian Underpass;

(b) obtain and provide proof to the Regional District that the Water System and the Waste Water Treatment System meet the requirements of VCH;

(c) obtain and provide to the Regional District an assessment by a professional hydrogeologist that addresses the ability of the New Lots to treat and dispose of effluent, while protecting groundwater aquifers and drinking water sources;

(d) obtain the approval of MOTT of detailed plans and specifications prepared by a Qualified Professional for the construction of the Transit Infrastructure as generally shown on the plans attached to this Agreement as Schedule "E";

(e) design and construct the Transit Infrastructure to the satisfaction of the Regional District, MOTT and BC Transit;

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(f) install as part of the Transit Infrastructure a bicycle rack that can accommodate up to 10 bicycles;

(g) obtain and provide to the Regional District an archaeological impact assessment of the Lands, to be completed by a Qualified Professional, and provide the same to the Regional District together with any required provincial approvals for Development of the Lands under the *Heritage Conservation Act*, if such approvals are recommended or noted as requirements for Development of the Lands in the archaeological impact assessment;

(h) prepare modifications or releases of the Existing Charges, to the satisfaction of the Regional District, which subject to section 4.2 are to be registered after adoption of the Amending Bylaw concurrently with deposit of the Subdivision Plan in the Land Title Office as follows, provided that with respect to statutory right of way BB1180575 the Owner will have satisfied its obligation by preparing the Form C partial release of the right of way in registerable form and by requesting the approval of The Owners, Strata Plan BCS3916 to that partial release prior to deposit of the Subdivision Plan:

Registered Charge	In favour of	Released or replaced
Statutory Right of Way 364958 M	In favour of BC Hydro	To remain on titles to New Lots and Remainder of DL2247 or be replaced with new statutory rights of way charging those properties
BB1225295 Section 219 Covenant	In favour of the Regional District for Nature Conservation	To be discharged from title to the Lands
BB12250301 Section 219 Covenant	In favour of Regional District. Highway Buffer and riparian area covenant	To be discharged and replaced with a covenant charging New Lots. Highway Building setbacks to be 20 meters and Highway Vegetation Buffer to be 15 meters 15 meters
BB1180575 Statutory Right of Way	In favour of The Owners, Strata Plan BCS3916	To be modified by defining the Right of Way Area to the lands within Plan EPP1581.

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ARTICLE 5
PHASE 1 REQUIREMENTS

5.1 The Owner covenants and agrees that prior to commencing any construction of Dwelling Units in Phase 1 of the Development it must;

(a) deposit the Subdivision Plan in the Land Title Office to create titles for the New Lots;

(b) transfer fee simple title to the Remainder of DL2247 to the Regional District, free and clear of all financial charges and encumbrances save and except the Permitted Encumbrances;

(c) apply for and obtain a Wildfire Protection Development Permit authorizing the construction of the Dwelling Units in Phase 1;

(d) design, to the satisfaction of the Regional District, a new public access point to the existing Kill Me Thrill Me Mountain bike trail (the Pedestrian Trail), and grant a statutory right of way permitting public access to and use of the Pedestrian Trail in favour of the Regional District generally in the form attached to this Agreement as Schedule “B”;

(e) provide to the Regional District a VCH Record of Sewage System Filing confirmation for the primary septic disposal field and provide a design for the reserve disposal fields on New Lot 4 for the purposes of wastewater treatment, to the satisfaction of the Regional District and VCH;

(f) register a Section 219 Restrictive Covenant in favour of the Regional District for the primary and reserve septic fields associated with the Waste Water Treatment System;

(g) obtain and provide to the Regional District a VCH Water Supply System Construction Permit for the Water System.

5.2 Upon the transfer of the Remainder of DL2247 to the Regional District, the Regional District shall issue the Donation Receipt to the Owner.

ARTICLE 6
PHASE 2 REQUIREMENTS

6.1 The Owner covenants and agrees that prior to commencing any construction of Dwelling Units in development Phase 2 of the Development it must:

(a) apply for and obtain a Wildfire Protection Development Permit authorizing the construction of the Dwelling Units in Phase 2;

(b) design and construct the Pedestrian Underpass to the satisfaction of MOTT;

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(c) construct a dry hydrant connection and a new hydrant on the west side of Highway 99 to service the Dwelling Units, to the satisfaction of the Regional District's Director of Protective Services.

ARTICLE 7
PHASE 1 AND PHASE 2 REQUIREMENTS

7.1 The Owner covenants and agrees that each Dwelling Unit in Phase 1 and Phase 2 shall:

(a) be designed and constructed to meet the minimum performance requirements specified in Step 3 of the BC Energy Step Code, or the Regional District standards applicable at the date of application for a Building Permit;

(b) achieve the highest level of EL-1 of the Zero Carbon Step Code or the Regional District standards applicable at the date of application for a Building Permit;

(c) be designed and constructed in a manner that complies with the Environmental Considerations as set out in the Cascades Environmental Review dated April 17,2025, to the satisfaction of the Regional District;

(d) be outfitted with Level 2 EV Chargers in all residential garages;

(e) be designed and constructed such that stormwater is managed through the use of green infrastructure including a bioswale, and the installation on each of New Lot 1, New Lot 2 and New Lot 3 of rain gardens and/or infiltration pits;

(f) be landscaped in a manner that complies with SLRD Wildfire Landscaping Management Bylaw No. 1925-2025;

(g) be equipped with Fire Sprinklers that meet the technical specifications and requirements of the BC Building Code.

ARTICLE 8 REQUIREMENTS FOR OCCUPANCY

8.1 The Owner covenants and agrees that before any of the Dwelling Units are occupied or used for residential purposes, the Owner shall:

(a) complete to the satisfaction of the Regional District, and as required, to the satisfaction of MOTT;

(i) the design and construction of the Common Facilities Building;

(ii) the design and construction of the Pedestrian Underpass;

(iii) construction of the Pedestrian Trail, including connection to the Pedestrian Underpass;

(b) complete the design and construction of the West Access to the satisfaction of MOTT;

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(c) complete to the satisfaction of the Approving Officer and the Regional District all internal access, visitor parking spaces and other infrastructure required within the Development;

(d) complete to the satisfaction of the Regional District and MOTT construction of a dry hydrant connection and new hydrant, the plans and specifications for which shall be prepared and certified by a Qualified Professional and then submitted to the Regional District's Fire Chief for acceptance, on the west side of Highway 99 sufficient to service the Dwelling Units;

(e) to the satisfaction of VCH:

(i) complete construction of the primary septic disposal field described in section 5.4(d) of this Agreement;

(ii) complete construction of the Water System;

(iii) obtain a VCH Water Permit for the Water System.

ARTICLE 9
SERVICING AND INFRASTRUCTURE

9.1 Compliance With Applicable Development Regulations

(a) Nothing in this Agreement relieves the Owner from any other obligations for the provision of works and services that are required for the subdivision and development of the Lands, and that may arise or be imposed under the *Local Government Act* or the Subdivision and Development Servicing Bylaw.

(b) To the extent that any of the works and services required to be provided by the Owner under this Agreement for the subdivision and development of the Lands are an "excess or extended service" within the meaning of the *Local Government Act,* the Owner hereby waives and releases the Regional District from any obligation to collect and remit to the Owner latecomer fees or charges under section 508 of the *Local Government Act.*

ARTICLE 10
PEDESTRIAN UNDERPASS AND PEDESTRIAN TRAILS

10.1 Pedestrian Trail and Underpass

(a) Without limitation to the Owner's obligation to design, construct, and install the Pedestrian Trail and Pedestrian Underpass under this Agreement, the Owner must:

(i) apply for and obtain all necessary permits and approvals that are required from any Authority for the construction of the Pedestrian Trail and/or Pedestrian Underpass;

(ii) complete the construction of the Pedestrian Underpass and the Pedestrian Trail to the satisfaction of the Director of Planning and

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Development and the Director of Environmental Services, and in accordance with the approvals and permits issued by any Authority;

(b) The Owner acknowledges that the Pedestrian Underpass is an amenity and service that is essential for residential use of the Development, and covenants and agrees that the Owner shall:

(i) prior to the subdivision of the Lands, grant to the Regional District a covenant and rent charge over the Lands pursuant to section 219 of the *Land Title Act*, in the form attached to this Agreement as Schedule G, under which the Owner covenants and agrees, as a covenant respecting the use of the Lands, to be responsible for Maintenance of the Pedestrian Underpass at the Owner's sole cost;

(ii) before any of the Dwelling Units are occupied or used for residential purposes, retain a qualified and insured independent contractor, to conduct Maintenance of the Pedestrian Underpass as defined.

ARTICLE 11
GENERAL

11.1 The Owner shall indemnify and save harmless the Regional District from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Regional District or which the Regional District incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

(a) the breach by the Owner of any covenant in this Agreement;

(b) the use of the Lands contemplated under this Agreement; and

(c) restrictions or requirements under this Agreement.

11.2 The Owner hereby releases and forever discharges the Regional District of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the Regional District for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:

(a) the breach by the Owner of any covenant in this Agreement;

(b) the use of the Lands contemplated under this Agreement; and

(c) restrictions or requirements under this Agreement.

11.3 At the Owner's expense, the Owner must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.

11.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and

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effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owner.

11.5 Time is of the essence of this Agreement.

11.6 The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.

11.7 It is mutually understood, acknowledged and agreed by the parties hereto that the Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.

11.8 The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.

11.9 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

11.10 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

11.11 The enforcement of this Agreement shall be entirely within the discretion of the Regional District and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Regional District to the Owner or to any other person to enforce any provision of the breach of any provision of this Agreement.

11.12 The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Land Title Office pursuant to section 219 of the Land Title Act as covenants in favour of the Regional District as a first charge against the Lands.

11.13 The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.

11.14 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

11.15 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

11.16 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original.

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All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

The Owner and Regional District acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C (pages 1 and 2) attached hereto.

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Attachment B

PRIORITY AGREEMENT

In this consent and priority instrument:

(a) "**Existing Charges**" means the Mortgage registered under number and the _____ registered under number;

(b) "_____" means _____;

(c) "**New Charge**" means the Covenant contained in the attached Terms of Instrument- Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which _____ acknowledges, _____:

(a) hereby consents to the granting of the New Charge; and

(b) agrees that the New Charge charges the land in priority to the Existing Charges, if any, in the same manner and to the same effect as if the New Charge had been registered *against title to the.*

The grant of priority is irrevocable, unqualified and without reservation or limitation. To witness this consent and priority instrument, _____ has caused its duly authorized signatories to sign the attached Form C.

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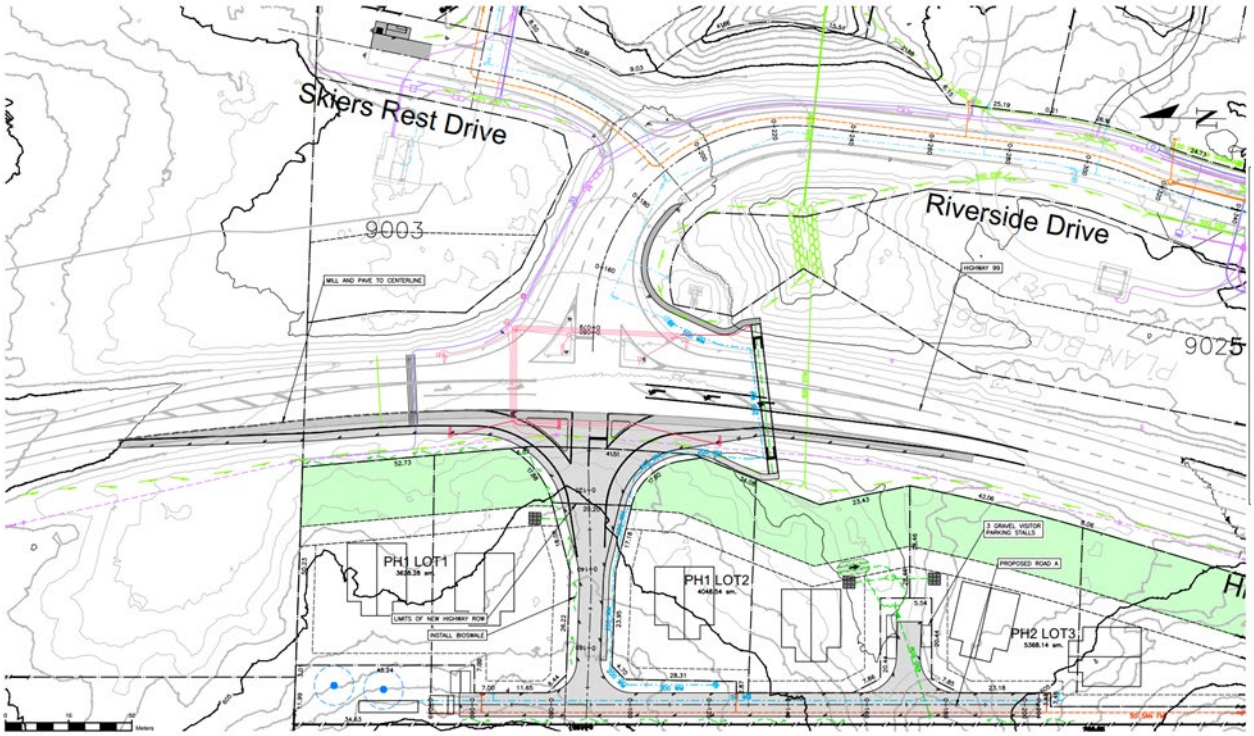
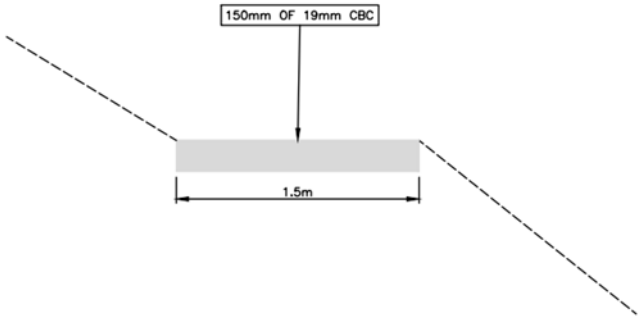
SCHEDULE A

PLAN FOR PEDESTRIAN TRAIL





TYPICAL TRAIL DETAIL
SCALE: NTS

SCHEDULE B

TERMS OF PEDESTRIAN TRAIL SRW

TERMS OF INSTRUMENT – PART 2

WHEREAS:

A. The Transferor is the registered owner of the lands described in item 2, Part 1 of this Instrument (the **"Transferor's Lands"**);

B. The Transferee is the Squamish-Lillooet Regional District;

C. The Transferee wishes to establish and maintain a public trail for the use and enjoyment of the public on that portion of the Transferor's Lands shown on Statutory Right of Way Plan EPP_**[Note: plan number to be inserted prior to execution]** a reduced copy of which is attached hereto as Schedule 'A' (the "**Right of Way**");

D. The Transferor has agreed to enter into this agreement on the terms and conditions hereinafter set forth;

E. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of One ($1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants and conditions hereinafter contained and for other valuable consideration:

1.0 THE TRANSFEROR DOES HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, and otherwise establish on the Right of Way a recreational public trail including signs, bridges, lighting, benches and other improvements used in connection therewith (the "**Trail**").

1.2 Grant, convey, confirm and transfer, in perpetuity, to the Transferee, its servants, agents, workers, employees, officers, and invitees for and on behalf of all members of the public who might so desire, at all times, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter, use, go, return, pass over and across the Right-of-Way and the Trail thereon by foot, bicycle, motorized or non-motorized wheelchair or scooter, and other similar modes of conveyance.

1.3 Covenant and agree with the Transferee that the Transferee shall:

(a) for itself and its servants, agents, workers, contractors and all other licensees of the Transferee;
(b) together with machinery, vehicles, equipment and materials;
(c) upon, over, under and across the Right of Way;
(d) as may be necessary, useful, or convenient for the purposes in section 1.1; and
(e) in connection with the operations of the Transferee in relation to the Trail:

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be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, stumps, growth, buildings or obstruction now or hereafter in existence.

2.0 THE TRANSFEROR HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEREE, as follows:

2.1 That the Transferor will not, nor knowingly permit any other person to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit, or other obstacle on, over or under any portion of the Right-of-Way so that it in any way interferes with or damages or prevents access along or over the Right-of-Way. Provided that the installation, maintenance, repairs and replacement of works and equipment necessary for the provision of utilities such as water, electricity and communications to the Transferor's Lands or any one of more legal parcel comprising the Transferor's Lands;

(a) will not be a breach of the Transferor's obligations hereunder provided the Transferee's use of the Right of Way is not unreasonably interfered with thereby;

(b) the Transferor shall be entitled from time to time to interrupt use of the Right of'Way by the Transferor or members of the public to undertake repairs, maintenance and replacement of the works necessary for the provision of the utilities so long as it provides prior written notice to the Transferee before it undertakes such works;

(c) the Transferor shall be entitled to grant easements or rights of way over the Right of Way, or portions thereof, if required by third parties providing the utilities provided grant of such easements or rights of way does not unreasonably interfere with the Transferee's use of the Right of Way.

2.2 That the Transferor will not, nor knowingly permit any other person to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Trail authorised hereby to be installed upon, over or across the Right-of-Way.

2.3 That the Transferor will not nor knowingly permit any other person to cut down, fell or remove any trees or other growth on the Right-of-Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld.

2.4 That the Transferor will, upon reasonable request and at the cost of the Transferee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.

3.0 THE TRANSFEREE HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEROR, as follows:

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3.1 That the Transferee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will maintain the Trail and any other improvements it constructs or installs within the Right of Way to a reasonable state of repair.

3.2 That the Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Transferor's Lands as possible.

4.0 THE PARTIES HERETO EACH COVENANT TO AND AGREE WITH THE OTHER, as follows:

4.1 Notwithstanding any rule of law or equity to the contrary, any improvements brought on to, set, constructed, laid, erected in, upon or across the Right-of-Way by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and form time to time be removable in whole or in part by the Transferee.

4.2 In the event that the Transferee abandons the Trail or any part thereof the Transferee may, if it so elects, leave the whole or any part thereof in place and if so abandoned the Trail, or part thereof, shall become the property of the Transferor.

4.3 That no part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all of the Transferor's Lands subject only to the rights and restrictions herein contained.

4.4 Nothing in this Agreement shall be interpreted as restricting the Transferee's right to make rules or impose restrictions or prohibitions regarding the public use of the Trail, or to temporarily close the Trail at its discretion.

4.5 That the covenants herein contained shall be covenants running with the Transferor's Lands and that none of the covenants herein contained shall be personal or binding upon the Transferor, save and except during the Transferor's seizing or ownership of any interest in the Transferor's Lands, and with respect only to that portion of the Lands of the Transferor of which the Transferor shall be seized or in which he shall have an interest, but that the Transferor's Lands, nevertheless, shall be and remain at all times charged therewith.

4.6 That, if at the date hereof the Transferor is not the sole registered owner of the Transferor's Lands, this Agreement shall nevertheless bind the Transferor to the full extent of its interest therein, and, if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.

4.7 Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint.

4.8 If any part of this Agreement is found to be unenforceable because it creates a positive obligation for the Transferor or the Transferee for any other reason, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

4.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the

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context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

4.10 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

5.0 PRIORITY

5.1 _____, as the registered holder of charges by way of Mortgage and Assignment of Rents which said charges are registered in the Land Title Office under #s CA and CA respectively, for and in consideration of the sum of One Dollar ($1.00) paid by the Transferee to the said Chargeholder (the receipt of which is hereby acknowledged), agrees that the within Agreement shall be an encumbrance upon the Transferor's Lands in priority to the said charges in the same manner and to the same effect as if it had been registered prior to the said charges.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed.

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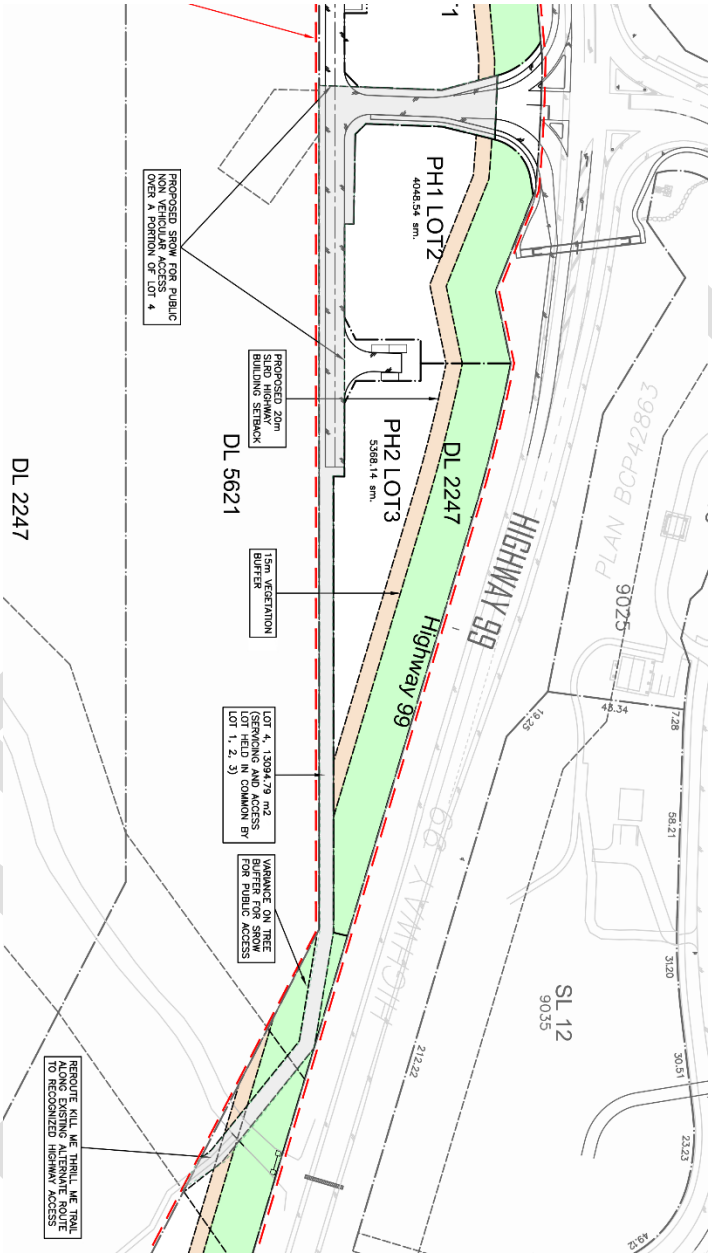
SCHEDULE "A" TO PEDESTRIAN TRAIL SRW

SRW PLAN

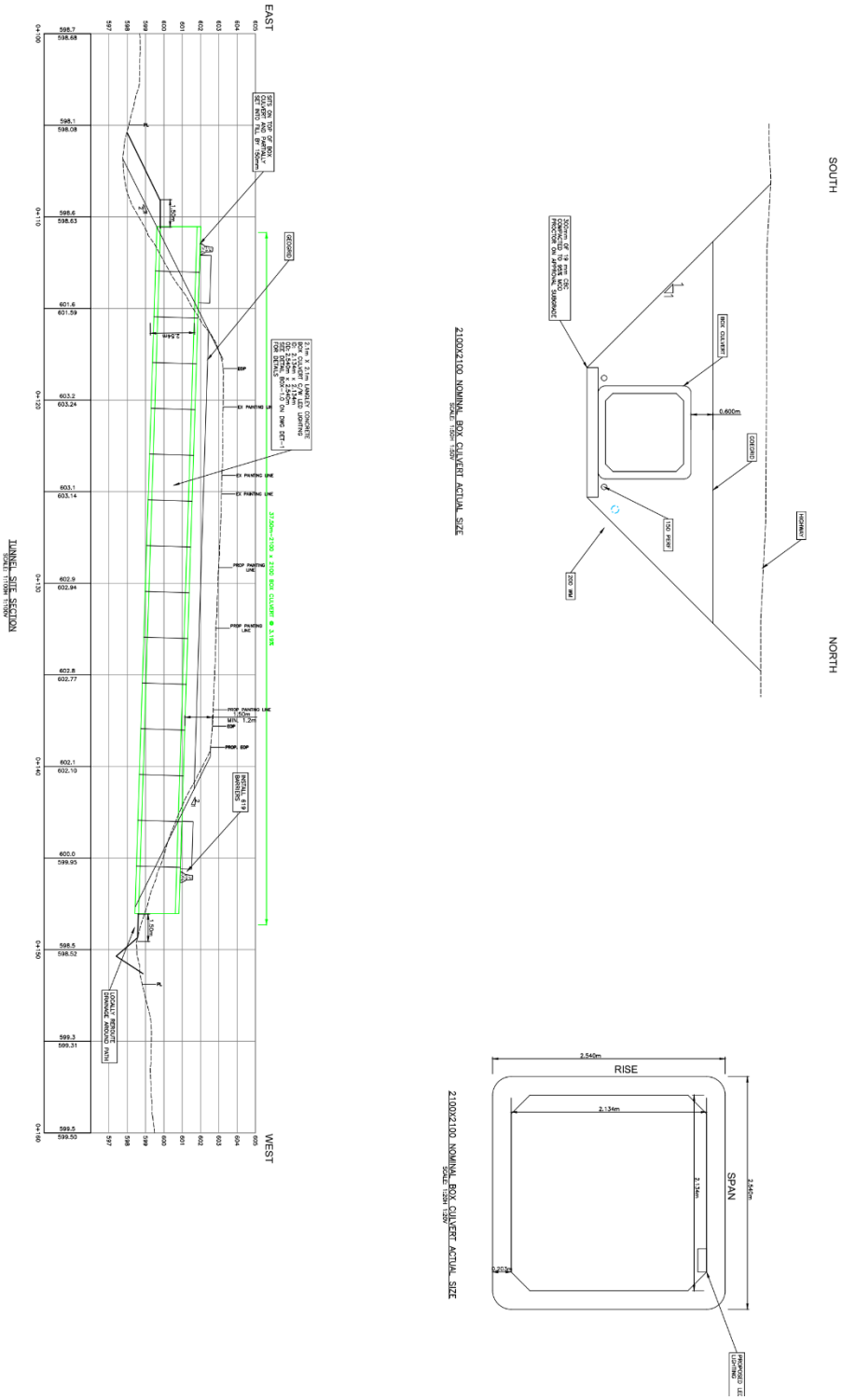
[Note: Plan to be inserted prior to execution of Pedestrian Trail SRW]



SROW in Grey

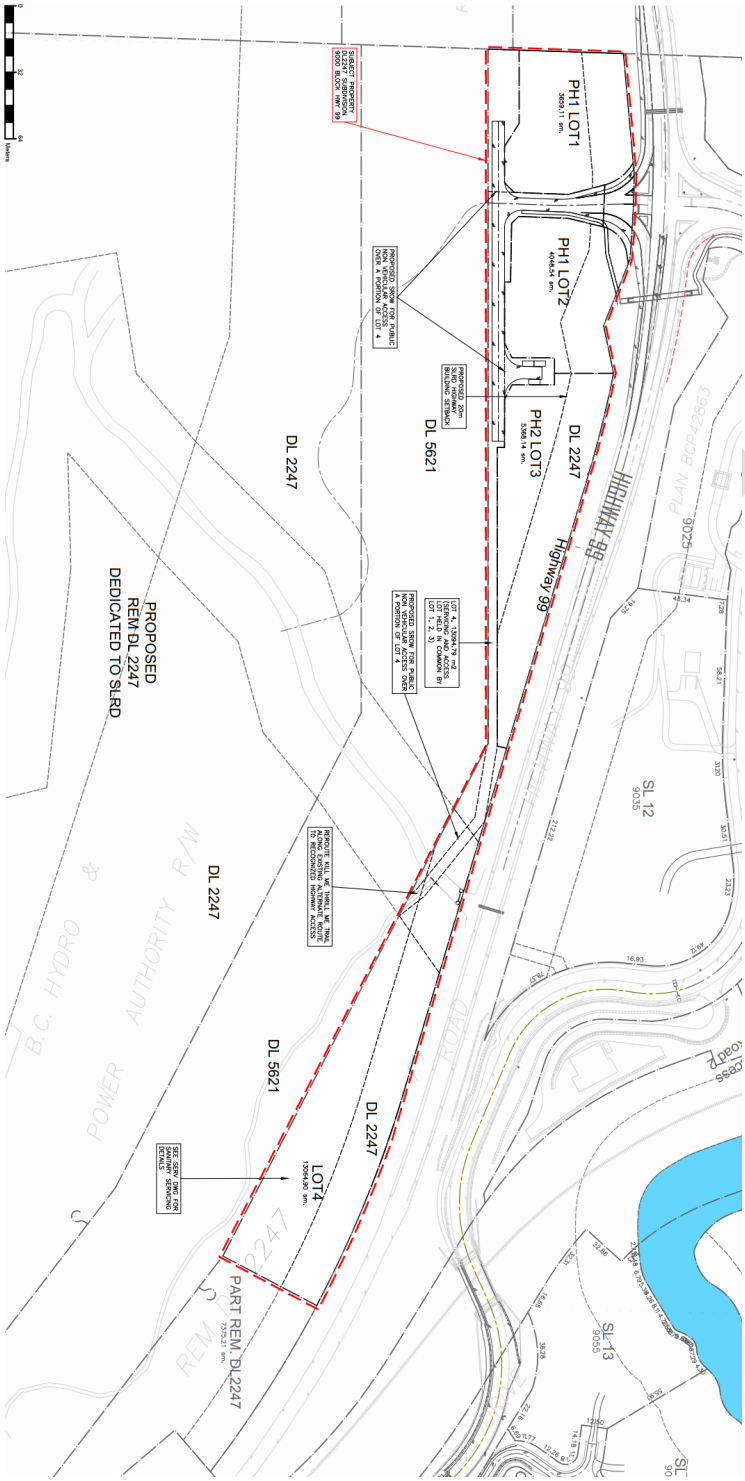
SCHEDULE C

PLAN FOR PEDESTRIAN UNDERPASS



SCHEDULE D

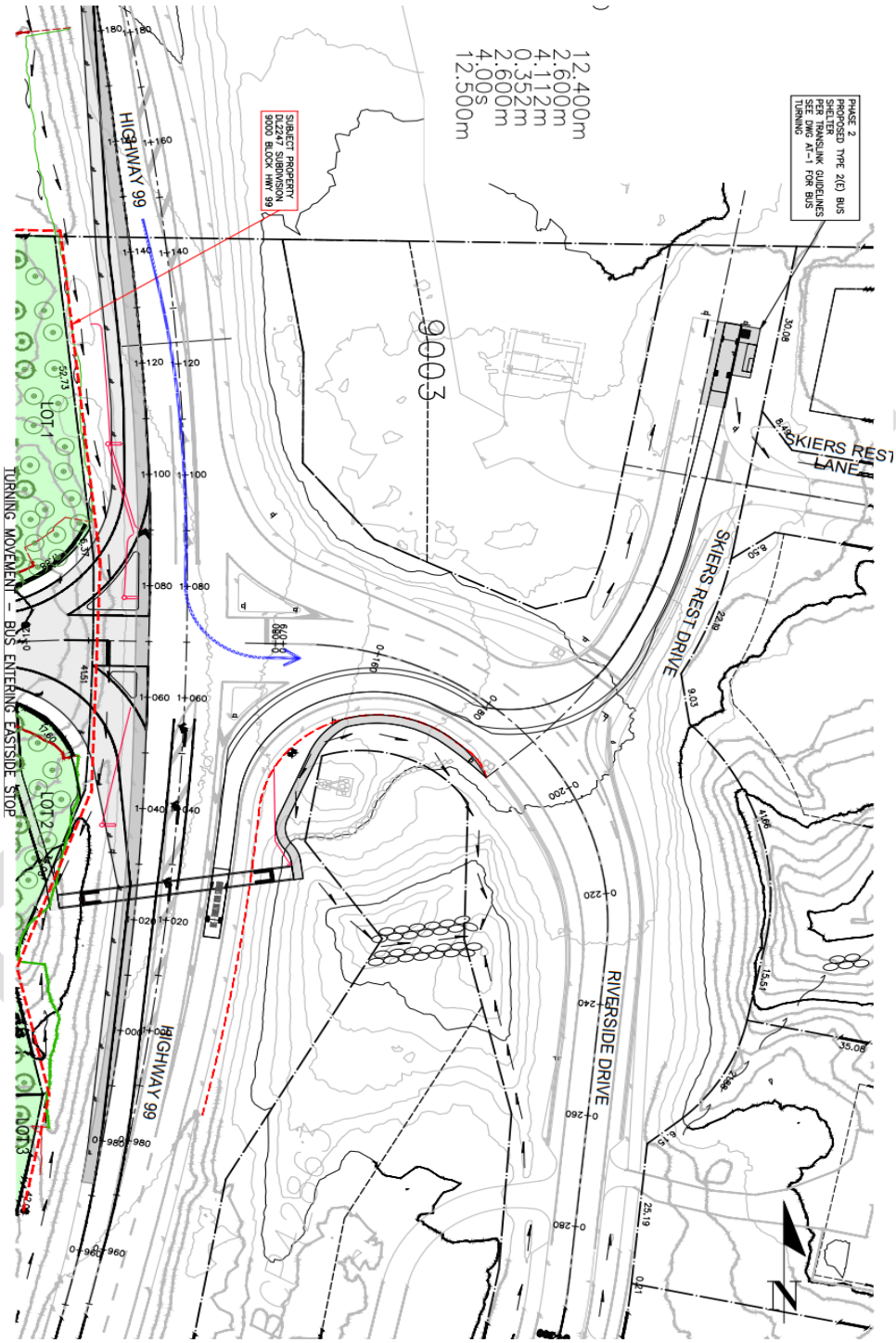
SUBDIVSION PLAN



PARCEL TABLE				
PARCEL #	AREA (sm.)	AREA (ha.)	AREA (ac.)	PERIMETER (m)
DL2247	1243066	124.31	307.20	–
PH1 LOT1	3659	0.37	0.90	61.5
PH1 LOT2	4049	0.40	1.00	85
PH2 LOT3	5308	0.54	1.33	187.7
LOT 4	13064.9	1.31	3.23	283.9
TOTAL (LOT AREA)	1306490	130.65	322.66	–
AVERAGE (LOT AREA)	65335	2.61	6.48	–
REMAINDER DL2247	1216925	121.70	300.74	–

SCHEDULE E

TRANSIT INFRASTRUCTURE



SCHEDULE F

PERMITTED ENCUMBRANCES

1. Any Existing Charge not be released pursuant to Section 4.1 (i);

2. Statutory Right of Way 364958M in favour of BC Hydro and/or any rights of way granted in substitution therefore or granted as a condition of the Rezoning or Subdivision;

3. Statutory Right of Way BB1180575 in favour of The Owners Strata Plan BCS3916

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SCHEDULE G

Section 219 Covenant – Maintenance of Pedestrian Underpass

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Transferor is the registered owner of the lands described in item 2, Part 1 of this Instrument (the **"Lands"**);

B. The Transferee is the Squamish-Lillooet Regional District;

C. In connection with and as a condition of the development of the Lands, the Transferor has constructed a pedestrian underpass which is required to provide the residents of the development on the Lands with access to transit services and pedestrian trails;

D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, may be granted in favour of the Transferee and may be registered as a charge against the title to the Lands, and may contain provisions respecting the use of the LAnds.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE ($1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. In this Agreement:

   (a) "**Development**" means the subdivision of the Lands into 4 new fee simple lots and the construction of two duplex buildings on each of those lots for residential use;

   (b) "**Maintenance of the Pedestrian Underpass**" means the maintenance of the Pedestrian Underpass, as required from time to time, including but not limited to snow clearing, sanding and salting, power washing and cleaning, which will enable it to be safely used by residents of the Development and by other persons, but excluding lighting and capital cost replacements of the Pedestrian Underpass;

   (c) "**Pedestrian Underpass**" means the underpass providing pedestrian access to the Lands as shown on the plan attached hereto as Schedule "A" to this Agreement, including without limitation the connection to the Pedestrian Underpass as shown on Schedule "A".

2. The Transferor covenants and agrees that the Lands shall not be used for residential purposes except in accordance with this Agreement.

3. As a provision in respect of the use of the Lands for residential purposes, and in order to ensure that residents of the Development have access to transit services and trails located on the east side of Highway 99, the Transferor covenants and agrees:

(a) not to do, or permit to be done, anything on the Lands that obstructs or impedes access from the pedestrian trails on the Lands to the Pedestrian Underpass;

(b) to undertake the Maintenance of the Pedestrian Underpass for so long as this Agreement is in effect.

4. The Transferor shall provide the Transferee with written confirmation satisfactory to the Transferee on or before each anniversary of the registration of this Agreement that:

(a) the Transferee, or the strata corporation following registration of a strata plan for the Development, carries commercial general liability insurance with, at least, a two million ($2,000,000.00) minimum limit and has named the Transferee as an additional insured under that policy;

(b) the Transferor has engaged a qualified and insured independent contractor to undertake the Maintenance of the Pedestrian Underpass;

(c) that the contractor engaged by the Transferor to undertake the Maintenance of the Pedestrian Underpass carries commercial general liability insurance with a five million ($5,000,000.00) minimum limit and has named the Transferor and Transferee as additional insureds under that policy.

5. The Transferor acknowledges that the Pedestrian Underpass is a capital asset of the Province of British Columbia, held by the Ministry of Transportation and Transit ("MOTT"), and that the Transferee has no public or private law duties or obligations, or regulatory authority, with respect to the maintenance or operation of the Pedestrian Underpass. Accordingly, the Transferor shall fulfill its obligations under this Agreement in accordance with all applicable regulations and policies of MOTT as amended from time to time.

6. As security for the performance of the Transferor's obligations under section 3 of this Agreement, the Transferor grants to the Transferee a perpetual rent charge against the Lands, ranking in priority to all other financial charges and encumbrances registered against the Lands. The Rent Charge is granted both under s. 219 of the *Land Title Act* (British Columbia) as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law.

7. The Rent Charge is suspended and will not be enforced unless the Transferor breaches this Agreement, has not remedied the breach after receipt of written notice from the Transferee stating that the Transferor is in breach of its obligations under this Agreement, and unless the Transferor is thereafter not making diligent efforts to remedy the breach to the satisfaction of the Transferee.

8. The Rent Charge secures payment to the Transferee by the Transferor of the sum of $10000 per year, subject to the annual adjustment under section 9 of this Agreement, for each violation occurring in that year.

9. The Rent Charge Amount is to be adjusted on January 1 of each year by increasing, as the case may be, the Rent Charge Amount by the amount determined by multiplying the Rent Charge Amount on December 31 immediately preceding by the percentage increase as the case may be, in the CPI between the previous January 1 and that December 31 and adding the amount so determined to the Rent Charge Amount as it stands on that December 31. If Statistics Canada, or its successor in function, ceases to publish a CPI

or comparable indicator as determined by the Transferee in its sole discretion, the parties agree that the factor to be used in determining the Rent Charge Amount for each year shall be an increase of an amount equivalent to the percentage increase in inflation during the previous year.

10. The Transferee shall be entitled to recover from the Owner all reasonable expenses incurred as a result of enforcement of the Rent Charge.

11. The Transferee may enforce the Rent Charge by any or all, of:

    (a) an action against the Transferor for the Rent Charge Amount;

    (b) distraint against the Lands to the extent of the Rent Charge Amount; or

    (c) an action for appointment of a receiver in respect of the Lands.

12. The Transferee shall provide notice to the Transferor of its intention to enforce the Rent Charge prior to commencing any action pursuant to section 11. Such Notice of Enforcement may be given at any time after a notice pursuant to section 7 is given, if the Transferor is thereafter not making diligent efforts to remedy the breach of this Agreement to the satisfaction of the Transferee.

13. The Transferor must pay the full Rent Charge Amount to the Transferee within 60 days of receipt of a notice given under section 10.

14. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

    (a) the breach of any covenant in this Agreement;

    (b) the use of the Lands contemplated under this Agreement; and

    (c) restrictions or requirements under this Agreement.

15. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:

    (a) the breach of any covenant in this Agreement;

    (b) the use of the Lands contemplated under this Agreement; and

    (c) restrictions or requirements under this Agreement.

16. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.

17. The Transferee will provide the Transferor with a discharge of this Agreement from title to the Lands, in registerable form, in the event that MOTT, another agency of the Provincial government, or a local government agrees to assume responsibility for Maintenance of the Pedestrian Underpass.

18. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.

19. Time is of the essence of this Agreement.

20. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.

21. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.

22. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.

23. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

24. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

25. The enforcement of this Agreement shall be entirely within the discretion of the Transferee and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.

26. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the applicable Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Lands.

27. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.

28. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

29. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

30. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

31. *, the registered holder of a charge by way of * against the Lands and registered under No. _____ (the "**Charge**") in the Land Title Office at Victoria, British Columbia, under number *, for and in consideration of the sum of One ($1.00) Dollar paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

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SCHEDULE "A" TO PEDESTRIAN UNDERPASS COVENANT

[to be attached]

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