



REQUEST FOR DECISION

Tiger Bay Development Corporation - OCP & Zoning Amendment Application Bylaws for 2nd Reading (South Britannia)

Meeting Date: July 26, 2023

To: SLRD Board

Applicant: Tiger Bay Development Corporation ("Tiger Bay")

Location: South Britannia, Electoral Area D

RECOMMENDATIONS:

1. THAT Bylaw No. 1739-2021, cited as "Squamish Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1739-2021", as amended, be read a second time.
2. THAT Bylaw No. 1740-2021, cited as "Squamish Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1740-2021" be read a second time.
3. THAT the Board direct staff to schedule and advertise a public hearing, to be held in person, and delegate the holding of the public hearing to Electoral Area D Director Tony Rainbow with Director Jen Ford as alternate delegate pursuant to Section 469 of the *Local Government Act*, for the consideration of Bylaw 1739-2021 and Bylaw 1740-2021.
4. THAT the draft development agreement for the subject lands setting out the developer's amenity commitments and other obligations be received for information, with the final version of the development agreement to be registered on the title of the subject lands as one of the conditions of adoption of Bylaw No. 1739-2021 and Bylaw No. 1740-2021.
5. THAT should Bylaw No. 1739-2021 and Bylaw No. 1740-2021 be read a third time, that the applicant, as a precondition of bylaw adoption, be required to contribute \$480,600 to the Squamish Lillooet Regional District towards funding the Britannia Beach Fire Department.

Legal Descriptions:

1. Part of District Lot 1583 Group 1 New Westminster District Except: Firstly; Part In Reference Plan 4390, Secondly; Part in Reference Plan 4878, Thirdly; Part on Plan 21576, Fourthly; Part Shown as 8.31 Acres on Highway Plan 76 Fifthly; Part Shown as 0.08 Acres on Highway Plan 76, Sixthly: Portion on Plan BCP29232 PID 010-026-151
2. Lot A, Except Part Dedicated Road on Plan BCP28651, District Lots 1583, 2001 and 7034 Plan 21576 PID 010-077-227
3. Parcel 1 (Reference Plan 4878) of District Lot 1583 Group 1 New Westminster District Except Part on Plan 21576 PID 010-025-952



4. Parcel 1 (Reference Plan 4878) of District Lot 2001 Group 1 New Westminster District Except Part on Plan 21576 PID 010-025-901
5. Part of Lot A Except: Part Dedicated Road on Plan BCP25632 District Lot 2001 and 7035 Group 1 New Westminster District Plan 20309 PID 006-646-921
6. Part of District Lot 4008 Group 1 New Westminster District Except: Firstly: Part on Highway Plan 76, Secondly: Part on Plan BCP29235 PID 010-025-766

<p>OCP Designation:</p> <p>Mixed Residential, Single Family Residential, Community Commercial, Tourist Accommodation, Park, and Open Space</p> <p>Electoral Area D OCP Bylaw No. 1135-2013</p>	<p>Zoning:</p> <p>Rural Resource 3 and Rural Resource 4</p> <p>Electoral Area D Zoning Bylaw No. 1350-2016</p>	<p>ALR Status:</p> <p>N/A</p>	<p>Development Permit Areas:</p> <p>Wildfire, Riparian Area Protection, Environmental Protection and Natural Hazard Protection</p>
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BACKGROUND:

Tiger Bay Development Corporation (“Tiger Bay”) submitted revised applications in July 2019 to amend the Electoral Area D Official Community Plan and the Electoral Area D Zoning Bylaw to allow a proposed comprehensive mixed-use development at South Britannia.

Board Reports and Direction

From June 2020 to June 2023, six staff reports were presented to the Board in response to questions raised and resolutions by the Board. At the June 28, 2023 Board meeting, the following resolutions were passed:

1. THAT Bylaw No. 1739-2021, cited as “Squamish Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1739-2021” be amended by adding Schedule C Map 20 - Riparian Protection and Environmental Protection Development Permit Areas and Schedule C Map 21 Natural Hazard Protection Development Permit Areas.
2. THAT staff work with the applicant to address the comments and feedback provided by the Board at this meeting, including but not limited to:
 1. Phasing of recreational amenities (park dedication, community centre, playground)
 2. Phasing of affordable housing
 3. Quantity and form of affordable housing

4. Options for construction workforce accommodation during early phases of construction
 5. Transit
 6. Quantity/quality of water system.
 7. Details of wastewater system
 8. Options for ensuring delivery of future amenities
 9. Consideration of impact on District of Squamish amenities
 10. Options to mitigate risks associated with phasing of CN Rail overpass delivery
 11. Details about environmental condition of park land to be dedicated to the SLRD
3. THAT staff bring back the development application incorporating the Board’s comments and feedback to a future Board meeting for consideration of 2nd reading.

The June 28, 2023 report to the Board is available via this link:

https://slrd.civicweb.net/FileStorage/44FE604B13A2407D8BC8F6E35F05AE89-TigerBayOCPZoning1739_17402ndReading_att_wPresent.pdf

DISCUSSION:

Working with the applicant, staff have prepared a response to each of the topics raised by the Board in the above resolutions.

Separately, Tiger Bay has also prepared a letter in response to the comments from the Board that delves into each topic in further detail. The letter also addresses a number of non-resolution comments from the Board.

Board Comments	Staff Responses
<p>1. Phasing to align delivery of recreational amenities (park dedication, community centre, playground) with delivery of housing/move-in of residents</p>	<p>Tiger Bay estimates the value of the amenity package secured through the development agreement at approximately \$30 million over the life of the project (about \$33,400 per residential unit). Of this, an estimated \$12.2 million is improvements and the remainder is land value.</p> <p>Tiger Bay’s position is that it cannot absorb all of the \$12.2 million in the early phases of the development given the other costs that it will also be incurring upfront (e.g., site servicing and site preparation, which Tiger Bay estimates at about \$120 million). Hence, the delivery of the amenities is spread out over a number of phases as there is sufficient demand for the amenities and the development can absorb the costs.</p>

	<p>For example, the community centre is planned at the beginning of Phase 4 rather than earlier for three reasons:</p> <ul style="list-style-type: none"> - By then, it should be known if an elementary school will be built combined with the community centre, which will affect the design and programming of the centre (e.g., it may be integrated with the school rather than stand-alone, the efficiencies of which could reduce operating costs for both the School District and the SLRD). - The recreation, social and cultural needs of the futures residents, which will affect the design and programming of the centre, is unknown at this point. - The centre will be owned and operated by the SLRD. If it is built early in the development when there are not enough residents to support it, the per capita operating cost for the SLRD will be higher. <p>The development agreement does have the option that if the SLRD or School District want to advance the school or the community centre, the developer will provide a cash-equivalent in advance of Phase 4. This is not a decision that needs to be made at this time.</p>
<p>2. Phasing of affordable housing and 3. Quantity and form of affordable housing</p>	<p>The initial proposal was for 150 rental units in South Britannia, of which 50 units would be market restricted (also referred to as “affordable”). At Board direction, that was increased to all 150 rental units being market restricted (14% of the total of 1,050 units).</p> <p>The nature of the demand for the 150 units of affordable housing is unknown at this point and what is ultimately constructed will likely meet diverse needs, which the development agreement anticipates. Those needs will only be known as development proceeds.</p> <p>Also unknown at this point is the affordable housing funding programs, which are rapidly</p>

	<p>evolving, that may be available a number of years in the future, each of which targets particular needs.</p> <p>Most affordable housing providers will only become actively engaged in pursuing opportunities closer to the time when the development of the housing is anticipated and they clearly understand the exact needs of the community, which affects unit sizes, floor plans and other design elements.</p> <p>The 150 units could all be built at an early phase in the project if there is the demand or they could be streamed out over several phases.</p> <p>The affordable housing units will require a Housing Agreement Bylaw, per the <i>Local Government Act</i>, that includes the terms and conditions agreed to by the SLRD and the owner regarding the occupancy of the units. This bylaw must be approved by the Board, meaning that the Board has the final input on the terms and conditions.</p>
<p>4. Options for construction workforce accommodation during construction in early phases</p>	<p>The demand for workforce housing is unknown at this time. It will only be known when construction contractors are selected by the developer and their labour sourcing plans are determined.</p> <p>Tiger Bay prefers a Temporary Use Permit (TUP) approach if there is a need for workforce housing beyond what could potentially be accommodated using some of the 150 affordable housing units. Staff agree with this approach.</p> <p>Using the TUP approach, if it is needed, will give the Board full control of the terms and conditions under which workforce housing would be permitted on the site.</p>
<p>5. Transit</p>	<p>There currently is no regional transit. The site plan was designed to accommodate transit, which will be able to access all parts of the community.</p>

	<p>At Board direction, that includes the construction of the Transit Hub as part of the second phase of development, which is when residential construction begins.</p> <p>Tiger Bay has been working with BC Transit to ensure additional options for regional transit stops on the highway.</p> <p>Tiger Bay has stated that it supports regional transit and Squamish transit expansion and if the Board seeks a local taxation levy on either a site-specific or sub-regional basis, the development agreement obligates the developer to petition the SLRD for Local Area Improvement Bylaws for public services.</p>
<p>6. Quantity/quality of water system, including proposed reverse osmosis system</p>	<p>The studies undertaken by Tiger Bay’s consulting engineers and peer reviewed by the SLRD’s consulting engineers have concluded that there is sufficient water on-site to meet demand at full build-out. The current estimate is that the development will consume approximately 36% of available water after even a 100-day drought, which is not anticipated to be an annual event.</p> <p>The development agreement requires the developer to design and install a substantial water monitoring program in Phase 1. It will address aquifer performance, which will be monitored in at least one monitoring well to ensure the aquifer performs as expected and to track actual water use over the life of the project.</p> <p>There are also specific obligations on the developer to provide the SLRD with water reports before Phases 3 and 4 to ensure there is sufficient water supply to support the development based on actual monitoring data.</p> <p>There is a very minor risk of saltwater intrusion after a period of extended drought (about five months). At that point, the aquifer level would be drawn down to a point where ocean water could enter it. The development agreement includes a requirement before Phase 3 that the developer undertake an additional modeling exercise to</p>

	<p>further understand the likelihood based on empirical data.</p> <p>If there is the potential for saltwater intrusion based on testing data, one option would be a reverse osmosis or similar system, which includes an additional pump and filter system that would be added to the water treatment plant and that would incur only a minor increase in maintenance costs. The development agreement requires the developer to provide space for this possibility in the initial treatment plant design. Before Phase 4, the SLRD will determine whether additional treatment is required, and if so, the developer will install the system at their cost. Once built, the system would be part of the water treatment system and covered under the local improvement area charges collected for the water system.</p>
<p>7. Details of wastewater system</p>	<p>South Britannia will connect to the North Britannia sewage treatment plant. It will eventually need to be expanded and upgraded.</p> <p>The development agreement requires the developer to:</p> <ul style="list-style-type: none"> - prepare a report and treatment plant monitoring program before Phase 2; - install any monitoring equipment to determine the exact nature of future upgrades; and - install the upgrades through the Phase 3 or 4 servicing agreement.
<p>8. Options for ensuring delivery of future amenities</p>	<p>See also Item 1 above.</p> <p>The development agreement includes all on and off-site servicing and amenity obligations of the proposed development. It assigns certain works and services to either a building phase or at subdivision.</p> <p>The developer owner will not receive the first building permit, or development permit in some cases, in any phase or receive subdivision approval unless the works and amenities identified with that phase have been provided to the satisfaction of the SLRD. This means that the works and amenities have either been provided or have been included in a detailed servicing agreement. The servicing agreements will include</p>

	<p>specific design details approved by the SLRD, estimates of costs, details on the delivery and timing of each work or amenity in sequence, as well as interim maintenance obligations. All servicing agreements will be secured by a cash security in the amount of 120% of the estimated works and services, per the SLRD’s Subdivision Servicing Bylaw No. 741.</p> <p>The cash security and building permit issuance prohibition are the strongest tools for the SLRD to have the developer deliver on the obligations. With the cash security, if for some reason the developer does not complete the obligations, the SLRD can use the security to complete all the obligations at the developers cost.</p>
<p>9. Consideration of impact on District of Squamish amenities</p>	<p>Staff have discussed this item at length with Tiger Bay. Tiger Bay is aware that future residents will contribute their proportionate share towards Squamish’s Brennan Park pool through Bylaws 438/569. Both Furry Creek and South Britannia are expected to substantially increase the transfer funds as the bylaws will apply to all new units. Furry Creek’s contribution has been estimated at approximately \$101,000 per annum, with a similar contribution expected from South Britannia.</p> <p>Tiger Bay’s position is that while there may be additional demands on some facilities, “... South Britannia will also support the Squamish economy, provide a regional destination recreation amenity, regionally significant parks, and provide much needed housing and affordable housing in the corridor, and furtherance of local and regional transit objectives as offsets to the negative impacts by increased amenity demand.”</p> <p>Tiger Bay suggests this is a larger policy or regional discussion than a project-specific consideration should the Board wish to pursue it further.</p>
<p>10. Options to mitigate risks associated with phasing of CN Rail overpass delivery</p>	<p>Minaty Bay Park will be dedicated to the SLRD at the time of subdivision before Phase 2. The development agreement requires the developer to enter into statutory rights of way to the satisfaction of the SLRD to secure a public crossing at grade over the CN line and to the park before the subdivision is completed.</p>

	<p>This interim public access is a prerequisite to the park dedication plan and the park would not be dedicated without public access.</p> <p>Tiger Bay has indicated that preliminary discussions with CN appear to support this approach to providing public access to the waterfront.</p> <p>The interim crossing is intended to convert to a service vehicle only crossing (to access the waterfront lodge and the park) when the permanent CN bridge crossing is constructed in Phase 3.</p>
<p>11. Details about environmental condition of park land to be dedicated to the SLRD</p>	<p>Tiger Bay undertook Stage 1 and Stage 2 Preliminary Site Investigations and submitted a Contaminated Sites Profile to the Province, all in accordance with the <i>Environmental Management Act</i>.</p> <p>The site investigations found no contamination of land or water in the vicinity of Minaty Bay Park. The proposed park is adjacent to the former Minaty Bay community and the area was not used for industrial purposes.</p>

Development Agreement

The draft development agreement (Attachment D) was discussed in the June 28, 2023 report to the Board.

The draft development agreement is substantially complete and has had initial review by the SLRD’s legal counsel. The attached draft reflects legal counsel’s initial input and is undergoing further review as of the time of preparation of this staff report. The final version of the development agreement will be presented to the Board at the same time as consideration of third reading of the two bylaws after public hearing. Staff’s proposed resolution at that time will be that the Board authorize the Corporate Officer and/or Board Chair to sign the development agreement on behalf of the SLRD and that it be registered on tile of the subject lands as one of the conditions of adoption of the two bylaws.

OPTIONS:

1. Give Bylaw No. 1739-2021 and Bylaw No. 1740-2021 are second reading and schedule a public hearing.

2. THAT the Board defer consideration of second reading of Bylaw No. 1739-2021 and Bylaw No. 1740-2021 and direct that staff and the applicant address the following input provided by the Board at this meeting: <add input>
3. THAT Board give second reading to Bylaw No. 1739-2021 and Bylaw No. 1740-2021 but direct that staff and the applicant address the following comments on the draft development agreement provided by the Board at this meeting: <add input>
4. THAT the Board provide another resolution.

ATTACHMENTS:

Attachment A: Bylaw No. 1739-2021

Attachment B: Bylaw No. 1740-2021

Attachment C: Tiger Bay Response Letter - July 10, 2023

Attachment D: Development Agreement – South Britannia (draft)

Prepared by: E. Vance, Contract Planner and K. Needham, Director of Planning and Development Services

Reviewed by: K. Needham, Director of Planning and Development Services

Approved by: C. Dalton, Chief Administrative Officer

**SQUAMISH-LILLOOET REGIONAL DISTRICT
ELECTORAL AREA D OFFICIAL COMMUNITY PLAN BYLAW NO. 1135-2013
AMENDMENT BYLAW NO. 1739-2021**

A bylaw of the Squamish-Lillooet Regional District to amend
Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-
2013

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013;

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 D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1739-2021”.
2. Schedule “C”, Howe Sound East Sub-Area Plan to Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013 is amended as follows:

(a) Section 4.2.2(a) is amended to read as follows:

Encourage the development of community-based water and sewage treatment systems.

(b) Section 4.2.5.2 is amended to read as follows:

Recognize that provincial regulators require local government to maintain flood mitigation works. In the study area, this applies to Britannia, Gravel, Thistle and Daisy Creeks.

(c) Section 4.3.1.3 is amended to read as follows:

Housing types may include:

- single family (including home occupation and secondary suites);
- small lot single family;
- town homes;
- stacked town homes;
- residential/commercial mixed use; and
- live/work units.

Apartments over 6 stories will be discouraged.

(d) Section 4.3.1.4 is amended to read as follows:

The total number of future residential units in Britannia Beach will be in the range of 1650 - 2000 at build-out, based generally on the distribution shown on

Schedule C Land Use Designations - Britannia Beach, with approximately 800 to 1000 units allocated to Britannia North, and a maximum of 1050 residential units, of which a minimum of 150 units must be affordable housing, allocated to Britannia South.

(e) Section 4.3.2.1 is amended to read as follows:

Provide for community and neighbourhood parks in the general locations shown on Schedule C. The recommended park sizes are as follows:

- at least 1 to 1.5 hectares (2.2 to 3.5 acres) for the Britannia North community park, noting that this area is subject to flooding. The design of the area will need to address flood management;
- at least 1.5 hectares (3.75 acres) of community parks and playgrounds and an additional 10 hectares (24.7 acres) of publicly accessible passive parks for the Britannia South gravel pit site, generally as shown on Map 20, Pedestrian, Parks and Open Space.

(f) Section 4.3.2.4 is amended to read as follows:

Encourage provision of pedestrian access along the shoreline of Howe Sound on the Britannia South frontage and the Britannia North frontage, with a pedestrian link between these two areas over the long term. Encourage provision of other pedestrian and cycling links between Britannia South and Britannia North, generally as shown on Schedule C, Map 20, Pedestrian, Parks and Open Space.

(g) Section 4.3.3.1 is amended to read as follows:

Support provision of one elementary school site, and potentially a second school if the proposed population requires it as follows:

- a) Proposed elementary school site central to the proposed Britannia South residential area, in a location and of a size acceptable to School District No. 48, generally as indicated on Schedule C, Map 19, Illustrative Concept Plan.

(h) Section 4.3.4(f) is amended to read as follows:

Support the development of Tourist Accommodation.

(i) Section 4.3.4.1 is amended to read as follows:

Encourage the location of commercial uses generally where shown on Schedule C Map 1 Land Use Designations and Map 19, Illustrative Concept Plan.

(j) Section 4.3.4.6 is amended to read as follows:

Support provision of community-oriented commercial uses to serve residents. A minimum of 1,800 square metres (20,000 square feet) of community commercial development should be located at or near a major road intersection within Britannia South, away from Highway 99 on a site that has convenient pedestrian

access from the majority of the residential development, generally as shown on Schedule C, Map 19, Illustrative Concept Plan.

- (k) Section 4.3.4.8 is amended to read as follows:

Support tourist accommodation with a maximum of 190 units.

- (l) The section entitled “Designations” immediately following Section 4.3.4.9 is amended by removing “Tourist Accommodation – for an inn or small hotel”

- (m) Section 4.3.5.1 is amended to read as follows:

Encourage the location of industrial uses generally where shown on Schedule C, Map 1, Land Use Designations.

- (n) A new Section 4.3.7 is added to read as follows:

Map Schedule Interpretation

For clarity of intent and to assist in future interpretation, the land use designations for Britannia South on Schedule C, Map 19 and Map 20 represent general development concepts. Future land use and development applications that vary in detail from, but are consistent with, the overall vision for the community in terms of concept, scale, mix of housing types, and provision of parks, open space, public facilities and amenities may be deemed to be consistent with this plan.

3. That Schedule C, Map 1A, “Land Use Designations” of Bylaw No. 1135-2013 is replaced by Schedule “A” attached to this bylaw.
4. That the following schedules be added to Schedule C of Bylaw No. 1135-2013:
 - (a) Schedule “B: Illustrative Concept Plan” attached to this bylaw is added as “Schedule C, Map 19”;
 - (b) Schedule “C: Pedestrian, Parks and Open Space” attached to this bylaw be added as “Schedule C, Map 20”;
 - (c) Schedule “D: Riparian Protection and Environmental Protection Development Permit Areas” attached to this bylaw be added as “Schedule C, Map 21”;
 - (d) Schedule “E: Natural Hazard Protection Development Permit Areas” attached to this bylaw be added as “Schedule C, Map 22”.
5. That the section “Howe Sound East Maps” be amended by deleting “Map 1A – Land Use Designations – Britannia Beach”.
6. That the following section be added, in sequence, following the “Furry Creek Neighbourhood Maps”

South Britannia Neighbourhood Maps

- Map 19, Illustrative Concept Plan

- Map 20, Pedestrian, Parks, and Open Space
- Map 21, Riparian Protection and Environmental Protection Development Permit Areas
- Map 22, Natural Hazard Protection Development Permit Areas

7. Schedule A Electoral Area D Official Community Plan Section 7 Development Permit Areas is amended by adding the additional Britannia South mapping references as follows:

7.2.2 is amended to read “as indicated on Schedule B Map 6, Schedule C Map 15, and Schedule C Map 21”;

7.3.2 is amended to read “as indicated on Schedule C Map 15 and Schedule C Map 21”; and

7.4.2 is amended to read "as indicated on Schedule C Map 16A, Schedule Map 16B, and Schedule C Map 22”.

READ A FIRST TIME this 15TH day of December, 2021.

READ A SECOND TIME, AS AMENDED, this day of , 2023.

PUBLIC HEARING this day of , 2023.

READ A THIRD TIME this day of , 2023.

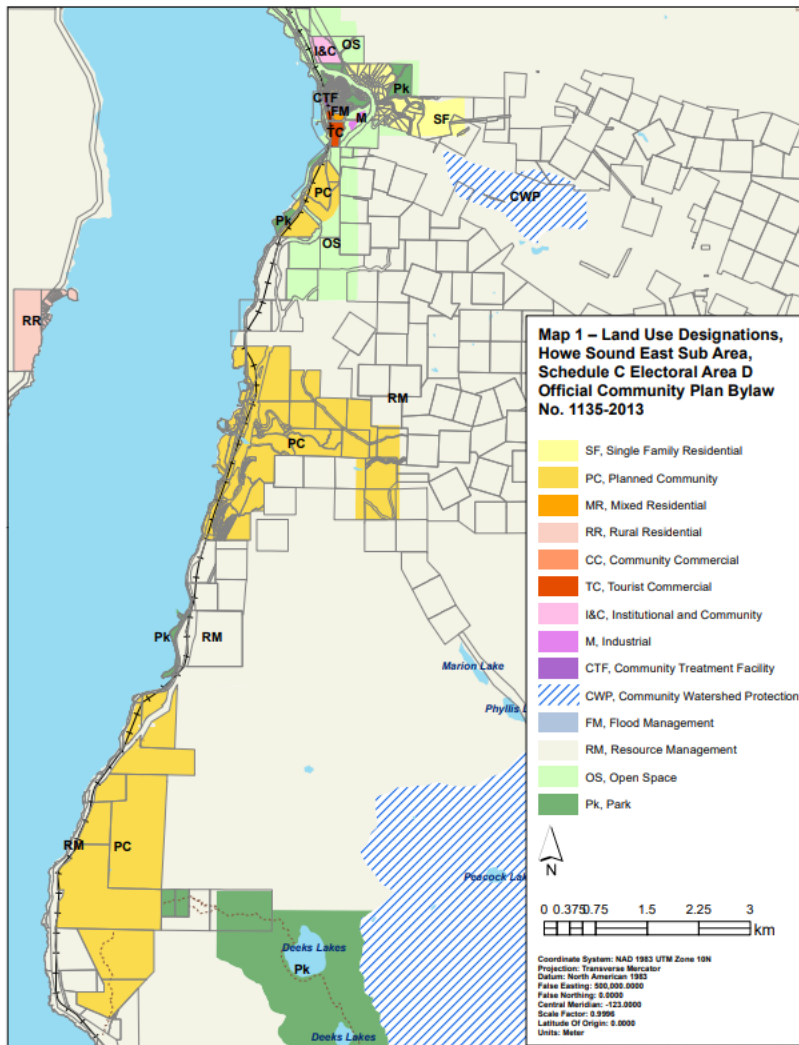
APPROVED PURSUANT TO SECTION 52 (3)(a) OF THE TRANSPORTATION ACT this day of , 2023.

ADOPTED this day of , 2023.

Jen Ford
Chair

Angela Belsham
Corporate Officer

SCHEDULE A: HOWE SOUND EAST SUB AREA LAND USE DESIGNATIONS



SCHEDULE B: ILLUSTRATIVE CONCEPT PLAN



SCHEDULE C: PEDESTRIAN, PARKS, AND OPEN SPACE



SCHEDULE D: RIPARIAN PROTECTION AND ENVIRONMENTAL PROTECTION DEVELOPMENT PERMIT AREAS



SCHEDULE E: NATURAL HAZARD PROTECTION DEVELOPMENT PERMIT AREAS



**SQUAMISH-LILLOOET REGIONAL DISTRICT
ELECTORAL AREA D ZONING BYLAW NO. 1350-2016
AMENDMENT BYLAW NO. 1740-2021**

A bylaw of the Squamish-Lillooet Regional District to amend
Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016;

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 D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1740-2021”.
2. Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016 is amended as follows:
 - (a) Section 1 – Definitions is amended:
 - (i) By adding the following definitions in alphabetical order:

MINATY BAY TOURIST ACCOMMODATION means the *use* of land, *buildings* and *structures* for commercial *tourist accommodation* in permanent or semi-permanent *structures* including cabins, yurts and similar *structures* provided by an operator in a resort environment with communal accessory amenities. *Minaty Bay Tourist Accommodation* specifically excludes camping in personal tents and *recreational vehicles*.

SURF VILLAGE COMMERCIAL means the *use* of land, *buildings* and *structures* for commercial surf park *use*, and includes a commercial surf park pool facility, *retail*, *office*, *personal service establishment*, and *public utility use*. It also includes recreation *uses* such as bicycle pump tracks, skateboard parks, and similar active recreation *uses* inside or outside a *building*.

VILLAGE COMMERCIAL (SOUTH BRITANNIA) means the *use* of land, *buildings* and *structures* for mixed commercial/residential *buildings*, with commercial *uses* at grade and *office* or *apartment uses* above. Permitted grade-level commercial *uses* include *retail*, professional and *personal service establishment*, *office*, *café*, *restaurant*, *cannabis retail*, *brewery*, *cidery*, *distillery*, *meadery* and *winery*, *neighbourhood pub*, *retail liquor store*, fitness centre, *recreation services indoor*, *cottage and craft manufacturing and retail*. Permitted commercial *uses* on the second storey or above include professional and *personal service establishment* and *office*. *Village Commercial (South Britannia)* specifically excludes drive-through *restaurants*, escort service, adult entertainment, casino or other gambling *use*.

- (b) Table 3-1 is amended by adding CD4 South Britannia Comprehensive Development 4 Zone after CD3.
- (c) Section 4.3 Accessory Buildings is amended by adding CD4 to the list of zones exempt from Table 1 in 4.3.1.
- (d) Section 4.10.3 is amended by adding the words “, or other dwelling *use* that permits home occupation,” after the words “single family dwelling *use*”.
- (e) Section 4.11.3 is amended by adding the words “, or other dwelling *use* that permits home craft,” after the words “single family dwelling *use*”.
- (f) Section 16 COMPREHENSIVE DEVELOPMENT ZONES is amended by adding Section 16.4 – CD4 – South Britannia Comprehensive Development 4 Zone, as follows:

SECTION 16.4 – CD4 – SOUTH BRITANNIA COMPREHENSIVE DEVELOPMENT 4 ZONE

Intent

- 16.4.1 The CD4 *Zone* is intended to provide for an integrated mix of destination recreational commercial, tourism accommodation, *residential*, local commercial, and community *uses* integrated with a network of parks, open spaces and riparian areas at South Britannia based on a comprehensive plan conforming with the Electoral Area D Official Community Plan.

Schedule

- 16.4.2 “Schedule A - South Britannia CD4 Zone Areas” is attached to and forms of this Bylaw and will be added in sequence to Schedule B of Bylaw 1350-2016.

Definitions

- 16.4.3 Within the CD4 Zone, the following added definitions apply:
- .1 *CHILD CARE FACILITY* means a *use* or facility providing for the care of children that is licensed according to the Child Care Licensing Regulation under the Community Care and Assisted Living Act.
 - .2 *COMMUNITY GARDEN* means a public place for growing and maintaining edible and ornamental plants for personal and non-commercial *use* or for charitable donation, and operated or overseen by a non-profit society, community group or school.

- .3 *COTTAGE AND CRAFT MANUFACTURING AND RETAIL* means small scale light industrial *uses* compatible with the other *uses* permitted in *Village Commercial (South Britannia)* and that may have both manufacturing and *retail* components such as wood works, metal works, specialty food products, glass works, textiles and pottery.
- .4 *HOME CRAFT* means an accessory *use* of a parcel in conjunction with a *dwelling unit* for a limited and small scale craft carried on for remuneration and does not include *home office* or industrial *uses*. *Home craft* may include painting, drawing, sculpting, sewing, pottery, stained glass and glass blowing, wood turning and wood carving, the offering of singing, dancing, and music lessons, and the preparation of food. *Home craft* may include limited sales from the parcel where the *home craft use* is located in an associated gallery space of up to 10 m².
- .5 *HOME OFFICE* means an accessory *use* of a *dwelling unit* for a nonmanufacturing based *office* business or professional practice that is carried on for remuneration and does not include *home craft* or industrial *uses*.

Areas within the CD4 Zone

16.4.4 Pursuant to Section 479 of the *Local Government Act*, the South Britannia Comprehensive Development (CD4) Zone is divided into land *use* areas shown on the attached Schedule A.

Uses Permitted in the CD4 Zone by Area

16.4.5 The *use* of land, *buildings* and *structures* in each Area of the CD4 Zone is restricted to:

- .1 Within the Village Commercial (South Britannia) Area (C1):
 - (a) *Apartment*, except on the ground floor
 - (b) *Townhouse*
 - (c) *Townhouse, stacked*
 - (d) *Village commercial (South Britannia)*
 - (e) *Child care facility*
 - (f) *Accessory building and accessory use*
- .2 Within the Surf Village Commercial Area (C2):
 - (a) *Surf Village Commercial*
 - (b) *Brewery, cidery, distillery, meadery and winery*
 - (c) *Neighbourhood pub*
 - (d) *Child care facility*
 - (e) *Retail liquor store*
 - (f) *Office*
 - (g) *Personal service establishment*
 - (h) *Restaurant*
 - (i) *Cafe*

- (j) *Retail*
- (k) *Tourist accommodation*
- (l) *Accessory uses to tourist accommodation including, but not limited to, restaurant, retail, conference centre, wellness-centre, spa, assembly use, indoor recreation services and outdoor recreation services*

.3 Within the Community Commercial Area (C3):

- (a) *Apartment, except on ground floor*
- (b) *Cafe*
- (c) *Child care facility*
- (d) *Restaurant*
- (e) *Retail*
- (f) *Personal service establishment*
- (g) *Office*
- (h) *Cottage and craft manufacturing and retail*

.4 Within the Hillside Commercial Area (C4):

- (a) *Cafe*
- (b) *Restaurant*
- (c) *Retail*
- (d) *Brewery, cidery, distillery, meadery and winery*

.5 Within the Park and Community Use Area (P1):

- (a) *Park and playground*
- (b) *Nature conservation area*
- (c) *Assembly use*
- (d) *Recreation passive*
- (e) *Community garden*

.6 Within the Public Institutional Area (P2):

- (a) *Civic and public service*
- (b) *Assembly use*
- (c) *Child care facility*
- (d) *Community centre*
- (e) *School*

.5 Within the Residential One (Townhouse) Area (R1):

- (a) *Duplex*
- (b) *Townhouse*
- (c) *Townhouse, stacked*

.6 Within the Residential Two (Apartment) Area (R2):

- (a) *Duplex*
- (b) *Townhouse*
- (c) *Townhouse, stacked*
- (d) *Apartment*
- (e) *Child care facility*

.11 Within the Tourist Accommodation Area (TA1):

- (a) *Minaty Bay tourist accommodation*

- (b) *Tourist accommodation*
 - (c) *Accessory uses to tourist accommodation* including, but not limited to, *restaurant, retail, conference centre, wellness-centre, spa, assembly use, indoor recreation services* and outdoor recreation services
- .12 Within the Waterfront Tourist Accommodation Area (TA2):
- (a) *Tourist accommodation*
 - (b) *Accessory uses to tourist accommodation* including, but not limited to, *restaurant, retail, conference centre, wellness-centre, spa, assembly use, indoor recreation services* and outdoor recreation services
- .13 Within the Residential (Townhouse)/Tourist Accommodation Area (RTA):
- (a) *Duplex*
 - (b) *Townhouse*
 - (c) *Townhouse, stacked*
 - (d) *Tourist accommodation*
 - (e) *Minaty Bay tourist accommodation*
 - (f) *Accessory uses to tourist accommodation* including, but not limited to, *restaurant, retail, conference centre, wellness-centre, spa, assembly use, indoor recreation services* and outdoor recreation services

Regulations

- 16.4.6 On a *parcel* located in the CD4 Zone, no *use, building or structure* shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out below.
- 16.4.7 Maximum Residential Density
- .1 The maximum number of residential *dwelling units* permitted in the CD4 zone is 1,050 *dwelling units*, of which a minimum of 150 *dwelling units* shall be affordable housing under an approved housing agreement.
- 16.4.8 Multiple Unit Residential and Duplex Uses and Standards
- .1 On a *parcel* containing a *duplex, townhouse, stacked townhouse or apartment* the following *uses* are permitted:
- (a) *Home office*
 - (b) *Home craft*
 - (c) *Accessory Building and Accessory Use*
- 16.4.9 Village Commercial (South Britannia) Use Standards
- The following standards apply to the Village Commercial (South Britannia) Area (C1):
- .1 A minimum combined commercial *gross floor area* of 1,250 m², excluding *child care facility use*, is required in the C1 Area.
 - .2 A minimum *gross floor area* of 185 m² of *child care facility use* is required,

Front <i>Setback</i>							
Minimum Rear <i>Setback</i>	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Side <i>Setback</i>	6.0 m	1.5 m	6.0 m	1.5 m	1.5 m	1.5 m	6.0 m
Minimum Exterior Side <i>Setback</i>	6.0 m	3.0 m	6.0 m	3.0 m	3.0 m	3.0 m	6.0 m

	TA1	TA2	RTA	P2
Maximum <i>Floor Space Ratio</i>	1.75	1.5	1.5	1.5
Minimum <i>Parcel Area</i>	1000 m ²	800 m ²	800 m ²	800 m ²
Maximum <i>Parcel Coverage</i>	55%	50%	50%	50%
Maximum <i>Building Height</i>	25 m or 6 storeys	18 m or 4 storeys	18 m or 4 storeys	18 m or 4 storeys
Minimum Front <i>Setback</i>	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Rear <i>Setback</i>	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Side <i>Setback</i>	6.0 m	1.5 m	1.5 m	1.5 m
Minimum Exterior Side <i>Setback</i>	6.0 m		3.0 m	3.0 m

.2 The maximum *building height* shall be the lesser of the number of storeys or the maximum *building height* designated for each area.

.3 As an exception to 16.4.14.1, a building for *Tourist Accommodation* use in the *Surf Village Commercial (C2)* Area may be built to a maximum of 25m or six (6) storeys.

16.4.15

Gross Floor Area

.1 The maximum *gross floor area* for a *duplex* is 500 m²

16.4.16 Residential Storage Space

- .1 A minimum of 5 m² of secure *residential storage space* shall be provided for all *apartment units*, at grade or in an underground parking area.
- .2 A minimum of 5 m² of secure *residential storage space* shall be provided for each *duplex, townhouse, and stacked townhouse* unit, where the *dwelling unit* does not have a *garage*.

16.4.17 Accessory Buildings and Structures

Accessory buildings and structures shall:

- .1 not include a *dwelling unit* or a *structure* providing overnight accommodation;
- .2 be located to the rear or side of the *building* accommodating the *principal use*;
- .3 be sited not less than 1.5 m from a *side or rear parcel line* or 3 m from an *exterior side parcel line*;
- .4 not exceed a *height* of 4.5 m;
- .5 not exceed the maximum combined *gross floor area* of 90 m²

16.4.18 Siting Adjacent to Howe Sound

Despite any other provision of this Bylaw, no *building* or *structure* or any part thereof shall be constructed, reconstructed, moved, within 30 m of the natural boundary of Howe Sound or within 15 m of the high-bank natural boundary of Howe Sound.

16.4.19 Off Street Parking and Loading

- . 1 With the exception of 16.4.19 (2), motor vehicle parking and loading and bicycle parking shall comply with the requirements of Section 5 of the Bylaw.
- . 2 A driveway apron with a minimum length of 5.5 m shall be provided in front of a private *garage* door associated with a *single family dwelling, duplex, townhouse or stacked townhouse*.

- 3. That all definitions and general regulations affecting the interpretation of CD4 zone in place of the date of adoption shall remain as the definitions and general regulations applicable to the interpretation of the CD4 zone.
- 4. That Schedule B to Bylaw No. 1350-2016 be amended to rezone the lands identified in Schedule B15 to Comprehensive Development Zone 4 (CD4)

READ A FIRST TIME this 15th day of December, 2021.

READ A SECOND TIME this day of , 2023.

PUBLIC HEARING this day of , 2023.

READ A THIRD TIME this day of , 2023.

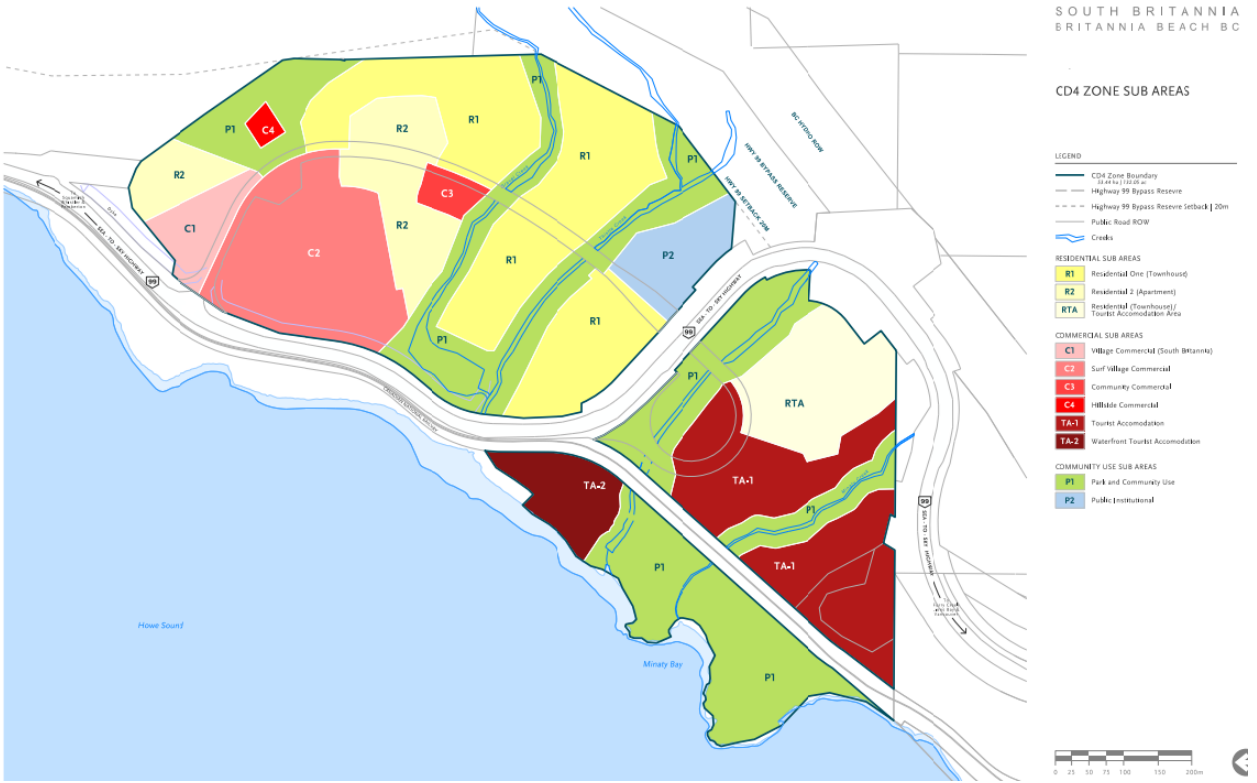
APPROVED PURSUANT TO SECTION 52 (3)(a)
OF THE TRANSPORTATION ACT this day of , 2023.

ADOPTED this day of , 2023.

Jen Ford
Chair

Angela Belsham
Corporate Officer

Schedule A South Britannia CD4 Zone Areas



South Britannia

Response to SLRD Board Comments from June 28, 2023, Meeting

July 10, 2023

Introduction

The following is in response to the Board resolution and comments made by individual SLRD Board Directors during consideration of second reading to the amending bylaws for South Britannia on June 28, 2023. The responses are structured based on the topics identified in the Board's resolution to refer the item back to Staff for additional information.

Board Resolution Comments

1 Phasing to align delivery of recreational amenities (park dedication, community centre, playground) with delivery of housing/move-in of residents.

1.1 Issue Summary

Some comments and questions relate to the phasing and timing of works and amenities which have been allocated to later phases.

1.2 Specific Comments/Questions

- The timing of the delivery of the playfield and community centre in phase 4.

1.3 Response

The allocation and timing of amenities, works, services has been a significant topic of conversation over the course of the multi-year project review. The amenity package secured through the development agreement is approximately \$30M over the life of the project, amounting to \$28 per developable foot, or about \$33,400 per door. A detailed breakdown of the amenity contributions, not including any contributions or foregone revenue for affordable housing is attached.

The primary reason the project can support an amenity package of this scale is that the amenities are delivered over time. Though the development would benefit from



providing amenities as early as possible, it is impossible to deliver all the amenities upfront, particularly in the face of servicing costs exceeding \$120M before the first residential building permit.

Specific to the community centre and playfield allocated to phase 4, the primary drivers include the following considerations:

- The capacity of the SLRD to outfit, staff, program, and support the community centre and playfield.
- The option in the Development Agreement to construct the community centre as part of a new school, at the sole discretion of School District #48. A school construction decision could only happen at a late stage of the development.
- The desire to engage as much of the community as possible in determining the role and function of the community centre facility.

However, the Development Agreement (s. 3.6(b)(iv)) makes specific provision that if the SLRD or School District wish to advance the school or community centre, the developer will provide a cash-equivalent in advance of phase 4. Accordingly, the facility could be constructed in advance of phase 4 should the SLRD or School District initiate the development of a community facility.

1.4 Possible Solution

None. This amenity is one that needs to occur later in the process to ensure the opportunity for meaningful collaboration with School District No. 48 and to make provision for the consultation, design, outfitting and operational obligations the SLRD will incur. Additionally, the Development Agreement does make provision for a cash-in-lieu payment should either the SLRD or School District wish to take on the construction of the community centre in advance of phase 4.

2 Phasing of affordable housing and quantity and form of affordable housing

2.1 Issue Summary

Several comments questioned the approach to affordable housing respecting the timing of the housing agreement(s), the mix and type of affordable housing, and the quantity of affordable housing.

2.2 Specific Comments/Questions

- Why is the Housing Agreement not being done now?
- How does housing match employment? What proportion should be employment housing?
- Mix of affordable housing types in the absence of policy direction.



- Support for more affordable housing in exchange for additional density.

2.3 Response

Throughout the project, the approach to affordable housing has evolved at the direction of the Board. In June 2020, the initial agreement to provide 100 market and 50 non-market rental units was amended by the Board to 150 non-market rental units with rental rates below 30% of the median household income for Area D. This represents a 300% increase in non-market, title restricted rental housing over what the Board had directed in April 2019, without consideration of additional density or adjustment to the amenity package.

The Development Agreement (s. 3.4(f)) secures the obligation for 150 non-market affordable housing units as an obligation prior to phase 2 which is not expected for 3-5 years. What that means is that there will be no residential building permits issued until the developer and SLRD have entered into one or more Housing Agreements to provide specific details on the type, location, mix, and tenancies for the 150 non-market housing units. This target is supported by the RGS policy target of 15%.

The rationale for the approach in the Development Agreement is that all matters related to affordable housing need, funding mechanisms, are evolving quickly. The SLRD currently has a Housing Needs Study, which may be updated before consideration of the Housing Agreement. As a critical issue in the corridor, a detailed assessment of housing needs and housing policies is essential to matching the housing provision with housing needs at the time of development. Deferring the detailed research and analysis will ensure the project more appropriately addresses housing needs at the time.

The Board will have absolute authority to address all the questions about the nature type of affordable housing through the consideration and approval of the housing agreement(s). The Housing Agreement(s) are tools under the *Local Government Act* that must be approved by SLRD bylaw. It will detail all considerations on housing type and mix, tenancies, rental and tenancy restrictions, and rental rates in a detailed agreement approved by bylaw. This necessarily means that the SLRD Board will have full decision-making authority about each Board comment and question. This agreement must be approved in full before the first residential building permit can be issued. The following obligation is listed in Schedule G of the Development Agreement:

“The allocation, type, and location of the affordable housing units will be determined through the Housing Agreement negotiations, with specific reference to the SLRD’s most recent Housing Needs Assessment for Area D and an assessment of the housing needs generated by the South Britannia neighbourhood.”



Similarly, until the lands are rezoned and the developer cannot undertake meaningful discussions with provincial and federal funding agencies or potential affordable housing development partners. These discussions will also be essential in determining the allocation and delivery of affordable housing over the life of the project. These discussions will also significantly impact the options available for affordable housing delivery.

2.4 Possible Solution

None. The proposed affordable housing framework is the best available solution to affordable housing to ensure the affordable housing is given appropriate attention based on the best possible information at the time it is needed. The SLRD Board will have absolute control over all affordable housing considerations it deems fit before the issuance of the first residential building permit.

3 Options for construction workforce accommodation during construction in early phases

3.1 Issue Summary

Several comments and questions addressed the housing of workers on site during construction, with an intent to make sure that worker housing can be accommodated.

3.2 Specific Comments/Questions

- Where will the construction workforce live during construction?
- A desire to ensure that any workforce housing is not obstructed by Temporary Use Permits or other approvals.
- Consider camping as an interim housing solution.

3.3 Response

The developer acknowledges that there may be a need for workforce housing, but it is far too early to understand the nature, type, and forms of housing that may be needed. This is typically a matter for the contractor to address and at this time, the developer has not selected a contractor which may or may not be a local contractor. The ultimate contractor decision will drive the need for housing. Unlike other major projects in the corridor, only a small portion of the construction is highly specialized and technical which may necessitate specialized workers.

The phase 1 phasing strategy identified the potential for up to 20 tourism accommodation units adjacent to the surf park, which could be utilized for this purpose.



Though the sentiments of the Board are appreciated, it is simply too early to understand the potential housing needs. As stated, there is ample space and servicing capacity to accommodate on-site workforce housing. If necessary, the developers are open to a Temporary Use Permit process when more specifics are known. The issuance of a TUP in the future would be at the full discretion of the Board. This alternative is preferred over a potential zoning option at this time as any attempt at zoning now may not reflect the actual need in the future or may not achieve the desirable result or have unintended consequences if workforce accommodation was permitted without appropriate definition.

3.4 Possible Solution

None. There is insufficient information to make provision for possible workforce housing needs currently, and the applicant is not interested in pursuing this possibility currently.

4 Transit Provision

4.1 Issue Summary

Several questions and comments were raised about the provision of transit service, and particularly the funding options for regional and local transit service.

4.2 Specific Comments/Questions

- Opportunity to utilize Local Improvement Area or Service Area bylaw to fund transit before residents are in place.
- Suggestion that transit funding bylaw should apply to all of Howe Sound East.
- Questions about transit contributions from the developer.

4.3 Response

Consideration of future transit needs and opportunities has been a major driver in the planning of the site. The layout, density, road configurations, pathway networks, transit hub have all been designed specifically to accommodate transit. The \$950,000 transit hub amenity has been provided, to fulfill a direct request of the Board to support transit. The Applicants have also been working with BC Transit to ensure additional options for regional transit stops on the highway. Current shuttle operators such as the Squamish Connector have also been engaged by the Applicants to explore options to provide direct service to and from Vancouver in a manner like the Sea to Sky Gondola.

The Applicants understand the efforts to expand Squamish Transit service to areas like South Britannia and the other tourism-oriented destinations south of Squamish. They also fully appreciate the need to identify and secure sustainable funding for the service. The Applicant's see benefit for enhanced transit service to the



neighbourhood and will support funding approaches that are levied against the future residents benefitting from the service.

Specific to transit funding, the owners support regional transit and Squamish transit expansion and should the SLRD Board to seek a local taxation levy on either a site-specific or sub-regional basis, the Development Agreement (3.4(b)) obligates the developer to petition the SLRD for Local Area Improvement Bylaws for public services. Not only has the developer agreed to these funding bylaws, but they have also agreed to initiate the process by way of a petition before the community is occupied. This section is not specific, referring only to "one or more area improvement bylaw for public services". This process would be collaborative and should the Board wish to include funding for transit from residents in the future, it is captured in the Development Agreement obligations.

4.4 Possible Solution

Though not necessary, the Board could direct an amendment or addition to section 3.4(b) of the Development Agreement that specifically identifies transit funding. Should the Board wish to pursue future funding, the Owners see significant local and regional benefit and would be prepared to petition the SRLD for the appropriate fees or charges as required under the Development Agreement.

5 Quantity/quality of water system, including proposed reverse osmosis system.

5.1 Issue Summary

Comments were made as to the adequacy of water supply, particularly in the response to the Vancouver Coastal Health comments. The need, delivery, and maintenance of the water treatment facility for addressing saltwater intrusion was also referenced.

5.2 Specific Comments/Questions

- Questions about the risk of saltwater intrusion.
- Who would operate the reverse-osmosis system if needed, and how is it secured?
- Surf park water cycle description

5.3 Response

Since receipt of the Vancouver Coastal Health referral response, significant effort has been expended by both the SLRD, their consultants, and the applicant team. The conclusion of the studies and peer review is that there is ample water to meet the bylaw requirements for water supply. It is also likely the development through its water conservation efforts and actual water use will require substantially less water than the bylaw standard. The Development Agreement (s.3.1(h)) includes an



obligation to register a covenant to prohibit irrigation and require water conserving fixtures.

The current estimate is that the development will consume approximately 36% of available water after a 100-day drought. The key consideration for the aquifer is drought conditions as it is directly recharged by precipitation and creek-flows.

The Development Agreement (s. 3.2(f)) includes a requirement for the developer to design and install a substantial water monitoring program in phase 1. It will specifically address aquifer performance which will be monitored in at least one monitoring well to ensure the aquifer performs as expected and to track actual water use over the life of the project. There are specific obligations on the developer to provide the SLRD water reports before phases 3 and 4 to ensure there is sufficient water supply to support the development based on actual monitoring data.

There is a very minor risk of saltwater intrusion after a period of extended drought in the order of 155 days (5 months). Essentially, the aquifer levels would then be drawn down to a point where ocean water could enter the aquifer. The Development Agreement (s. 3.5(d)) includes a requirement before phase 3, that the developer undertake an additional modelling exercise to further understand the likelihood based on real data and how saltwater could enter the aquifer and its effects.

One possible treatment option for saltwater intrusion would be reverse osmosis or another system, which consists of an additional pump and filter system that would be added to the water treatment plant and incur only minor increases in the maintenance obligation. Though considered a very unlikely requirement, the Development Agreement requires the developer to provide space for this possibility in the initial treatment plant design (s. 4.2(h)(i)). Then before phase 4, the SLRD will determine whether additional treatment is required, and if so, the developer will install the system at their cost (s. 3.6(c)(ii)). Once built, the system would be part of the water treatment system and covered under the local improvement area charges collected for the water system.

As to the surf park, the water is supplied from the aquifer. Annual maintenance will be done in the spring rainy season when there is an oversupply of water for the aquifer and little threat of drought. It will be filled over a period of days. During operation, the surf park will consume only 4.5% of available water during the peak August month due to evaporation and loss.

The draining of the pool will occur slowly and will discharge into a specifically designed and engineered treatment pond subject to future Ministry of Environment and Vancouver Coastal Health approvals. Water for maintenance will be regulated in provincial and Coastal Health permitting but will reintroduce the water into natural



systems. The treatment of the water is minimal compared to conventional swimming pools as the water is constantly moving and will be reduced to acceptable levels prior to discharge into natural systems.

5.4 Possible Solutions

None. The SLRD has exhaustively reviewed the water supply question and is satisfied there is ample water supply and a leading-edge approach to water sustainability and climate change resilience. Additionally, the Province and Vancouver Coastal Health have additional approvals processes that will provide an additional layer of protection under the Water Sustainability Act.

6 Details of wastewater system

6.1 Issue Summary

There was a concern expressed about the level of treatment for the wastewater treatment plant and the obligations for future improvements.

6.2 Specific Comments/Questions

- What is the current treatment standard? Is it tertiary?
- What are the upgrades required?

6.3 Response

As outlined in the detailed engineering submission, the current sewage treatment plant was built to accommodate both North Britannia and South Britannia in 2007 in compliance with the regulations in place at the time. The language “secondary” and “tertiary” is no longer used in the engineering, regulation or approval of wastewater treatment plants and there are different provincial and federal regulations for discharging into salt-water than into fresh water. Accordingly, reference to those terms is not particularly relevant to the Britannia sewage treatment plant. However, through the upgrades required under the development agreement for South Britannia, and presumably some upgrades triggered by the development of North Britannia, the sewage treatment plant will be upgraded to the most contemporary regulatory standards which will approximate “tertiary” treatment.

In phase 1, the developer is obligated to connect the lands to the wastewater treatment plant. The South Britannia estimated flows are below the amount allocated to South Britannia in the design. The current treatment plant complies with the standards in place in 2007 but is not compliant with current standards. Upgrades to the treatment plant are anticipated and secured through the Development Agreement.

Specifically, the Development Agreement in section 3.4(e) requires the developer to prepare a report and sanitary treatment plant monitoring program before phase 2 and



install any monitoring equipment to determine the exact nature of future upgrades, and to install the upgrades through the phase 3 or 4 servicing agreement. This approach is like the monitoring approach for water to ensure the upgrades are suitable for the system and the development.

When the treatment plant is upgraded, it will trigger an amendment to the permit issued under provincial and federal regulations. The federal regulations are stringent, and the amendment will require the sewage treatment plant upgrades to the regulations in place at the time of the improvements.

6.4 Possible Solution

None. The development agreement secures an obligation to design and construct any necessary sanitary treatment plant upgrades.

7 Options for ensuring delivery of future amenities.

7.1 Issue Summary

There were questions and comments related to ensuring the developer obligations are secured, and more specifically how the Development Agreement would work. Though specific works and services were mentioned, the same general approach applies throughout the Development Agreement.

7.2 Specific Comments/Questions

- What is the security for all the services and amenities outlined?
- When the agreement references works and amenities within a phase, at which part of the phase are the works and amenities delivered?

7.3 Response

The Development Agreement includes all information, off-site servicing, and amenity obligation associated with the proposed development. It assigns certain works and services to either a building phase or at subdivision.

Mechanically, how the agreement works is that the owner will not receive the first building permit, or development permit, in any phase or subdivision approval unless the works and amenities identified with that phase have been provided to the satisfaction of the SLRD. This means that the works and amenities have either been provided or have been included in a detailed servicing agreement to secure the exact works. The servicing agreements will include specific design details approved by the SLRD, estimates of costs, details on the delivery and timing of each work or amenity in sequence, as well as interim maintenance obligations. All servicing agreements will be secured by a cash security in the amount of 120% of the estimated works and services per the Subdivision Servicing Bylaw No. 741 as amended.



The cash security and building permit issuance prohibition are the strongest available tools for the SLRD to have the developer deliver the obligations. With the cash security, if for some reason the developer does not complete the obligations, the SLRD can use the security to complete all the obligations at the developers cost.

8 Consideration of impact on District of Squamish amenities

8.1 Issue Summary

The issue raised is a concern about the impact on amenities on adjacent municipalities during the development of the project and until all amenities are in place within the development.

8.2 Specific Comments/Questions

- Notion of amenity charges or fees payable to Squamish to offset Squamish facility use.

8.3 Response

The concern about increased usage of facilities in neighbouring jurisdictions by residents of South Britannia is understood. The Applicants are aware that future residents will contribute their proportionate share towards Squamish's Brennan Park through bylaw 438/569. In 2022, residents of Area D contributed \$154,512 towards the pool. Both Furry Creek and South Britannia are expected to substantially increase those transfer funds as the bylaws will apply to all new units. Furry Creek's contribution has been estimated at approximately \$101,000 per annum with a similar contribution expected from South Britannia.

The planning rationale is that the development will balance costs and benefits. Though there may be additional pressures on some amenity facilities, South Britannia will also support the Squamish economy, provide a regional destination recreation amenity, regionally significant parks, and provide much needed housing and affordable housing in the corridor, and furtherance of local and regional transit objectives as offsets to the negative impacts by increased amenity demand. As to specific amenity or fee contributions, a precedent for fees or charges payable to a neighbouring municipality may not be an appropriate use of amenity fees and charges and has not been considered throughout the development and balancing of the amenity package. Additionally, that matter is not project specific and may be more appropriately addressed through a transfer payment system like existing bylaws 438/569 more generally or by tiered user fees at the affected amenities.

8.4 Proposed Solution

None. This is a larger policy or regional discussion than a project-specific consideration. In principle, the Applicant's do not object to fees, charges, or transfer payments from future residents to offset impacts on the District of Squamish should



that be the will of the Board, but do not believe it is an appropriate development amenity.

9 Options to mitigate risks associated with phasing of CN Rail overpass delivery.

9.1 Issue Summary

The comments and questions relate to the timing of the dedication of Minaty Bay Park and the delivery of the Crossing Over the CN rail line.

9.2 Specific Comments/Questions

- Concern that the CN bridge crossing is identified in a later phase than the dedication of Minaty Bay Park

9.3 Response

Per 4.2(c)(i) of the Development Agreement, Minaty Bay Park gets dedicated to the SLRD at the time of subdivision before phase 2. Section 4.2(c)(ii) requires that the developer enters statutory rights of way to the satisfaction of the SLRD to secure public crossing over the CN line and to the park before the subdivision is completed. This interim public access is an absolute prerequisite to the park dedication plan and there is no scenario under the agreement whereby the park would be dedicated without public access.

Preliminary discussions with CN by the Applicants appear to support this approach to providing public access to the waterfront, which CN will not likely refuse entirely.

This “Interim Crossing” described in the agreement will be a level crossing that will ideally convert to a service crossing when the “Permanent CN Bridge Crossing” is constructed in Phase 3 (section 3.5(b)).

9.4 Proposed Solution

None – There will be access secured to Minaty Bay Park before the park is created with enhanced access in later phases.

10 Details about environmental condition of park land to be dedicated to the SLRD.

10.1 Issue Summary

Concern was raised about the potential contamination and environmental status of the Minaty Bay Park lands.



10.2 Specific Comments/Questions

- What are the details about the environmental condition of the lands?
- Who is responsible for any contamination?

10.3 Response

The applicant has prepared Stage 1 and Stage 2 Preliminary Site Investigations, and submitted a Contaminated Sites Profile, all in accordance with the *Environmental Management Act*. The sampling conducted in Stage 2 did not identify any contamination of land or water in the vicinity of Minaty Bay Park. These lands are proximal to the former Minaty Bay community and were not used for industrial purposes and are not contaminated.

As the SLRD will acquire the land above the high-water mark, there is no indication of contamination, and therefore no risk to using the land as park.

Some comments and questions seemed to relate to aquatic contamination through acid rock drainage or former mine uses in the area. The SLRD will not acquire any foreshore lands or water which will remain in provincial or federal jurisdiction. There have been extensive studies undertaken by provincial and federal government departments and monitoring is ongoing by government agencies and non-governmental agencies. Extensive infrastructure such as the Millennium Plug have been installed to restore aquatic health to Howe Sound. Other major industrial remediations have also examined the environmental health of Howe Sound.

The health of the aquatic environment is a matter unrelated to the land and foreshore which are not contaminated. Minaty Bay Park has been a long-standing community aspiration as captured in the Official Community Plan, the consultation process, and Board directions to date.

10.4 Possible Solution

None. The lands are free of contamination and the SLRD will not incur any risk of environmental liability or environmental concerns emanating from the park lands.

Non-Resolution Board Comments

The following are individual comments raised by Board Directors that are not captured by the resolution, but the resolution seeks response to all matters raised by individual Board Directors.

11 Complete Community

A comment was raised about how all the components of South Britannia form a complete community. The rezoning proposal complies with the direction of the Official Community Plan and the Board has directed several changes including



increased employment space, increased commercial space, parks, and other attributes that further South Britannia as a complete community. Provision for a school site in conjunction with the community centre and playfield has been made even though the School District is uncertain about the prospect of a school. But South Britannia is only one component of a larger Britannia Beach community. Additional services and commercial uses are currently under construction at North Britannia.

Further, the intent is not to create an incorporated a Village or a town. Rather, the lands are designated as a "neighbourhood" in the Official Community Plan, and the policy framework contemplates a fully functioning neighbourhood which has been reflected in the current plan. This notion was the topic of several Committee of the Whole reviews in 2020, and alterations to the allocation of commercial uses, employment options, and walkability were made in response to the comments raised.

12 Squamish Nation Referral Comments

The detailed comments provided by Squamish Nation are either included as provisions in the Development Agreement, or are applicable to future subdivision, development permit, or subdivision processes. The June 28, 2023, Staff report itemizes the response to each comment raised by Squamish Nation. The applicant agrees to incorporate these suggestions in future applications to the SLRD and other regulatory agencies. Issues such as naming, aquatic setbacks, sanitary treatment improvements, and green building all represent considerations that will be addressed through future development approvals, and most of these items are included in the Development Agreement as obligations more generally. The Applicant will incorporate the Squamish Nation referral comments during those processes.

13 Security for Surf-Park Operation

Construction of the surf park is secured through the Development Agreement which in section 4.2(k) prohibits the issuance of any residential building permits in phase 2 until the concrete works for the surf park are complete. In short, the residential component cannot proceed until the surf park is well under construction.

The surf park operation is a private business, and security for private business ventures is not common or contemplated in the Local Government Act. The business plan has gone through significant scrutiny and analysis, including detailed review of the performance of comparable facilities in comparable markets. The Applicants have been successful securing financial and operational partnerships for the \$75M regional destination attraction.



14 Landfill and Waste Diversion

The Applicants will comply with all SLRD waste diversion requirements and policies at the time of each approval. As described at the meeting, it is likely to be managed by a contractor based on a contract negotiated and paid for by stratas and residents. Established tipping fees will be paid to the landfill.

In terms of impacts on the landfill, the application is consistent with the Official Community Plan. At the time of adoption of the applicable Official Community Plan, the SLRD was obligated to review the Official Community Plan in conjunction with the waste management plan. Accordingly, the OCP and waste management plan are not in conflict and there ought to be ample capacity to service South Britannia.

15 Timing and Diligence

A comment was raised about ensuring the project has been comprehensively reviewed. This iteration of the project has been under consideration by the SLRD for four years. The submission is backed by 1,500 pages of detailed engineering study and summary and dozens of issue specific planning submissions. Established professional and consulting teams for both the SLRD and the Applicants have considered and scrutinized every conceivable consideration related to the future development of the lands.

All the amenities, works and services required or volunteered through the project have been carefully sequenced in a comprehensive Development Agreement that provides the SLRD multiple layers of protection.

Additionally, the rezoning process for this application is the first in multiple approvals by the SLRD, provincial ministries and agencies, and approval authorities outside the SLRD. Future applications and approvals will naturally tune the development of the lands to the satisfaction of the SLRD.

Summary

Tiger Bay thanks the Board of Directors for careful consideration of the Official Community Plan amending and rezoning bylaws. We trust the foregoing demonstrates that most of the issues and matters captured in the Board resolution have been diligently considered and captured in the Development Agreement. That coupled with the requirement for future approvals provides the SLRD with ample certainty, comfort, and control over the future development of the South Britannia lands.



Attachment 1

Community Amenity Contributions

South Britannia		2023-07-04	
Community Amenity Contribution Estimate			
Amenity	Quantity	Land Value <i>(calculated from current BC Assessment land values)</i>	Improvements <i>(Class C/D cost estimates prepared by Kerr Wood Leidel and Paul Turje)</i>
Non Market Affordable Housing	150 homes		
Minaty Bay Park	12.82 acres	\$ 6,000,000	\$ 2,500,000
Minaty Bay Crossings			\$ 3,000,000
Other Parks	3 acres	\$ 1,500,000	\$ 250,000
Highway Bypass Dedication	26 acres	\$ 8,000,000	
Community Centre	557 sqm		\$ 2,500,000
Playfield			\$ 1,000,000
School Site	3.71 acres	\$ 1,855,000	
Transit Stop			\$ 950,000
Public Works Yard	700 sqm	\$ 500,000	\$ 500,000
Trail System			\$ 1,500,000
		\$ 17,855,000	\$ 12,200,000
Total			\$ 30,055,000
CAC\$/ square feet (proposed market residential)	square feet	1,070,000	\$ 28
CAC per unit		900	\$ 33,394

**SECTION 219 OF THE LAND TITLE ACT
(Development Agreement)**

THIS AGREEMENT made the _____ day of _____, 2023.

BETWEEN:

TIGER BAY DEVELOPMENT CORPORATION (Incorporation No. BC0864299),
P O Box 195, 27154 Highway 99, Britannia Beach, B.C. V0N 1J0

(the “**Grantor**”)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT
Box 219, 1350 Aster Street, Pemberton, B.C. V0N 2L0

(“**SLRD**”)

WHEREAS:

- A. The Grantor is the registered owner of those lands and premises in the Squamish-Lillooet Regional District, in the Province of British Columbia, and more particularly known and described in item 2 of the Form E and Schedule A attached hereto (the “**Lands**”);
- B. The Grantor wishes to grant, and SLRD accepts, the Section 219 Covenant contained in this Agreement over the Lands;
- C. The Grantor has applied to rezone the Lands (the “**Rezoning**”) pursuant to the *Squamish Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1739-2021* and *Squamish Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1740-2021* (the “**Rezoning Bylaw**”) to permit a phased comprehensive mixed-use development thereon to be known as “South Britannia” (the “**Development**”);
- D. The Grantor acknowledges that it is in the public interest that the development of the Lands be subject to the terms of this Agreement, and has voluntarily agreed to enter into and register this Agreement on title to the Lands;
- E. Section 219 of the *Land Title Act* provides, *inter alia*, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of SLRD or the Crown, and that the covenant is enforceable against the Grantor and the successors in title of the Grantor; and
- F. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on land; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by SLRD to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

Terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, have the meanings hereinafter specified. The terms herein defined are:

- (a) **"219 Covenant"** means a covenant granted pursuant to Section 219 of the *Land Title Act*;
- (b) **"Affordable Dwelling Units"** means any Dwelling Unit regulated by a Housing Agreement;
- (c) **"Affordable Housing"** means housing to be provided in the Lands secured or to be secured by the Housing Agreement Bylaw, as more particularly described therein;
- (d) **"Affordable Ownership Housing Unit"** has the meaning given in the Housing Agreement;
- (e) **"Affordable Rental Housing Unit"** has the meaning given in the Housing Agreement;
- (f) **"Agreement"** or **"this Agreement"** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (g) **"BC Building Code"** means the British Columbia Building Code, as established under the *Building Act* (British Columbia);
- (h) **"BC Energy Step Code"** means the system of energy efficiency performance requirements set out in Division B, Part 10 of the BC Building Code;
- (i) **"BC Fire Code"** means the British Columbia Fire Code, as established under the *Fire Services Act* (British Columbia);
- (j) **"BC Transit"** means South Coast British Columbia Transportation Authority;
- (k) **"BGC Report"** means the report prepared by BGC Engineering titled *Daisy, Thistle, and Gravel Creeks Hazard and Risk Assessment*, dated December 12, 2022;
- (l) **"Building"** means any building to be constructed on the Lands pursuant to the Building Permit and **"Buildings"** means more than one such Building;

- (m) **"Building Bylaw"** means SLRD's *Building Bylaw No. 1611-2020*;
- (n) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (o) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (p) **"Child Care Facility"** means the use of a portion of the Lands and one or more Buildings for the provision of child care and supervision of children through a prescribed program operated by a Child Care Operator;
- (q) **"Child Care Operator"** means an operator licenced under the Community Care Act;
- (r) **"CIQS"** means the Canadian Institute of Quantity Surveyors;
- (s) **"CN"** means Canadian National Railway Company;
- (t) **"Community Care Act"** means the *Community Care and Assisted Living Act* (British Columbia);
- (u) **"Community Centre Building"** has the meaning given in Section 3.6(b);
- (v) **"CPI"** means the Consumer Price Index for the Vancouver Metropolitan Area published from time to time by Statistics Canada;
- (w) **"Development"** has the meaning given in Recital C;
- (x) **"DFO"** means the Department of Fisheries and Oceans;
- (y) **"Director of Planning and Development"** means SLRD's Director of Planning and Development;
- (z) **"Dwelling Unit"** has the meaning given in the SLRD's *Electoral Area D Zoning Bylaw No. 1350-2016*;
- (aa) **"Energy Advisor"** has the meaning given in the BC Building Code;
- (bb) **"Fire Department"** means the Britannia Beach Volunteer Fire Department, as established under the provisions of SLRD's *Howe Sound East Fire Protection Service Establishment Bylaw No. 1032-2006*;
- (cc) **"Flood Control Report"** has the meaning given in Section 3.1(d)(i);
- (dd) **"Governmental Authority"** means any government, regulatory authority, government department, agency, commission, board, tribunal or court having jurisdiction on behalf of any province, municipality, regional district or other subdivision thereof;
- (ee) **"Highway Bypass Area"** has the meaning given in Section 4.1(b)(i);

- (ff) **“Housing Agreement”** means the housing agreement pertaining to the Lands authorized under the Housing Bylaw and registered or to be registered against title to the Lands as a Section 219 Covenant;
- (gg) **“Housing Agreement Bylaw”** means a bylaw enacted or to be enacted by SLRD with respect to the Housing Agreement;
- (hh) **“Housing Bylaw”** has the meaning given in Section 3.4(f);
- (ii) **“Interim CN Crossing”** means an at-grade pedestrian crossing over the CN Rail track for pedestrian and service vehicles, together with the trails, walkways and pathways leading to such pedestrian crossing, to be located in an area to be agreed to by the Grantor, CN and SLRD;
- (jj) **“Lands”** has the meaning given in Recital A;
- (kk) **“Land Title Act”** means the *Land Title Act* (British Columbia);
- (ll) **“Land Title Office”** means the Vancouver Land Title Office;
- (mm) **“Lender”** means one or more bank, credit union, financial institution or individual who has registered security on title to the Lands charging the Grantor’s financial interest therein;
- (nn) **“Letters of Assurance”** has the meaning given in the BC Building Code;
- (oo) **“Local Government Act”** means the *Local Government Act* (British Columbia);
- (pp) **“Local Park”** has the meaning given in Section 3.2(f);
- (qq) **“Local Park Works”** has the meaning given in Section 3.3(a);
- (rr) **“Market Dwelling Unit”** means a Dwelling Unit that is not an Affordable Dwelling Unit;
- (ss) **“Master Servicing Plan”** has the meaning given in Section 2.3;
- (tt) **“Ministry of Education”** means the Ministry of Education and Child Care of British Columbia;
- (uu) **“MOE”** means the Ministry of Environment and Climate Change Strategy of British Columbia;
- (vv) **“MOTI”** means the Ministry of Transportation and Infrastructure of British Columbia;
- (ww) **“NFPA”** means the National Fire Protection Association;
- (xx) **“Part 3 Building”** means a building that is regulated by Part 3 of the BC Building Code;

- (yy) **“Part 9 Building”** means a building that is regulated by Part 9 of the BC Building Code;
- (zz) **“Permanent CN Bridge Crossing”** means a permanent pedestrian bridge crossing over the CN Rail track, which could include improvements, works and/or reinforcements to the Interim CN Crossing, to be located in an area to be agreed to by the Grantor, CN and SLRD;
- (aaa) **“Phase”** is a major servicing phase of the Lands and is as identified in the Phasing Plan and **“Phases”** means two or more such Phases;
- (bbb) **“Phase 1”** means that portion of the Lands identified as Phase 1 on the Phasing Plan;
- (ccc) **“Phase 1 Pathway Works”** has the meaning given in Section 3.2(c)(i);
- (ddd) **“Phase 1 Sanitary Sewer Works”** has the meaning given in Section 3.2(a)(i);
- (eee) **“Phase 1 Water Works”** has the meaning given in Section 3.2(b)(i);
- (fff) **“Phase 1 Wetland Works”** has the meaning given in Section 3.2(e)(i);
- (ggg) **“Phase 2”** means that portion of the Lands identified as Phase 2 on the Phasing Plan;
- (hhh) **“Phase 2 Roadworks”** has the meaning given in Section 4.2(g)(i);
- (iii) **“Phase 2 Sanitary Sewer Works”** has the meaning given in Section 4.2(i)(i);
- (jjj) **“Phase 2 Water Works”** has the meaning given in Section 4.2(h)(i);
- (kkk) **“Phase 3”** means that portion of the Lands identified as Phase 3 on the Phasing Plan;
- (lll) **“Phase 3 Child Care Spaces”** has the meaning given in Section 3.5(f)(ii);
- (mmm) **“Phase 3 Sewage Plant Upgrades”** has the meaning given in Section 3.5(a);
- (nnn) **“Phase 4”** means that portion of the Lands identified as Phase 4 on the Phasing Plan;
- (ooo) **“Phase 4 Child Care Spaces”** has the meaning given in Section 3.6(e)(ii);
- (ppp) **“Phase 4 Sewage Plant Upgrades”** has the meaning given in Section 3.6(a);
- (qqq) **“Phase 4 Water Report”** has the meaning given in Section 3.6(c)(i);
- (rrr) **“Phase 4 Water Treatment Plant”** has the meaning given in Section 3.6(c)(i)B;
- (sss) **“Phasing Plan”** means the plan attached as Schedule C hereto;

- (ttt) **“Plans and Specs”** means the plans and specifications for the applicable work described in this Agreement, as designed by a Qualified Professional;
- (uuu) **“Purchaser”** has the meaning given in Section 4.5;
- (vvv) **“Qualified Professional”** means a consultant or professional in the applicable field or discipline who is in good standing with the applicable governing body;
- (www) **“QSSBC”** means the Quantity Surveyors Society of British Columbia;
- (xxx) **“RAPR”** means the *Riparian Areas Protection Regulation*, BC Reg 178/219 enacted under the *Riparian Areas Protection Act* (British Columbia);
- (yyy) **“RAR Report”** means a report prepared by a Qualified Professional (in accordance with the RAPR);
- (zzz) **“Regional District Park and Trail Standards”** means the standards and specifications utilized by SLRD in the planning and development of regional and community parks and trails, as adopted, amended, or updated from time to time, and if such standards and specifications have not been adopted by SLRD at any time relevant to the performance of the Grantor’s obligations under this Agreement, means standards and specifications proposed by the Grantor that SLRD, acting reasonably, considers will ensure that a park or trail the Grantor is required to design, construct, and install on the Lands will be to a standard consistent with the Grantor’s obligations under this Agreement, and to a standard consistent with other regional and community parks within SLRD;
- (aaaa) **“Registered Professional”** has the meaning given in the BC Building Code;
- (bbbb) **“Rezoning”** has the meaning given in Recital C;
- (cccc) **“Rezoning Bylaw”** has the meaning given in Recital C;
- (dddd) **“Roadworks”** has the meaning given in Section 4.2(g);
- (eeee) **“Saltwater Intrusion Model”** has the meaning given in Section 3.5(d);
- (ffff) **“School”** has the meaning given in Section 3.6(b);
- (gggg) **“School Site”** has the meaning given in Section 4.2(f)(i);
- (hhhh) **“SD48”** means School District No. 48 (Sea to Sky);
- (iiii) **“Servicing Agreement”** means a servicing agreement for the design and construction of works and services required as a condition of subdivision or development of the Lands;
- (jjjj) **“Servicing Bylaw”** means *Subdivision Servicing Bylaw (Area D)*, No. 741;
- (kkkk) **“Sewage Plant Report”** has the meaning given in Section 3.4(e);
- (llll) **“Sewage Plant Upgrades”** has the meaning given in Section 3.4(e);

- (mmmm) **"Sewage Treatment Plant"** means the existing Britannia Beach waste water treatment plant;
- (nnnn) **"Sketch Plan"** means the sketch plan of the Lands attached as Schedule D hereto;
- (oooo) **"SLRD"** and **"Squamish-Lillooet Regional District"**, being the Transferee described in item 6 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement, means the Squamish-Lillooet Regional District and is called "SLRD" when referring to the corporate entity and "Squamish-Lillooet Regional District" when referring to the geographic location;
- (pppp) **"SLRD Personnel"** means SLRD's elected and appointed officials, employees and agents, officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (qqqq) **"SRW Plan"** means with respect to an area within the Lands, or portions thereof which is subject to a SRW as shown on a survey plan to be prepared at the Grantor's costs;
- (rrrr) **"Statutory Right of Way"** or **"SRW"** means a statutory right of way registered against title to the Lands, or portions thereof, as contemplated in this Agreement;
- (ssss) **"Step Code"** means the BC Energy Step Code;
- (tttt) **"Storm Sewer Works"** has the meaning given in Section 4.2(j)(i);
- (uuuu) **"Strata Corporation"** means a strata corporation created under the Strata Property Act;
- (vvvv) **"Strata Plan"** means a strata plan pursuant to the Strata Property Act;
- (www) **"Strata Property Act"** means the *Strata Property Act* (British Columbia);
- (xxxx) **"Streamside Protection Works"** has the meaning given in Section 3.1(e)(i);
- (yyyy) **"Subdivision Plan"** means a survey plan acceptable to the Land Title Office effecting the Subdivision or dedication of land;
- (zzzz) **"SWM Plan"** has the meaning given in Section 3.2(d)(i);
- (aaaa) **"SWM Works"** has the meaning given in Section 3.2(d)(i);
- (bbbb) **"Trails"** has the meaning given in Section 3.1(a)(i);
- (cccc) **"Trails Plan"** has the meaning given in Section 3.1(a)(i);
- (dddd) **"Transit Hub Works"** has the meaning given in Section 3.4(d)(i);
- (eeee) **"Tunnel Upgrades"** has the meaning given in Section 4.2(g)(i);

- (fffff) **“Washroom Building”** means a permanent washroom building consisting of two full service washrooms in an enclosed permanent building in the Minaty Bay parking lot in a location to be agreed by the Grantor and SLRD;
- (ggggg) **“Water Monitoring Equipment”** has the meaning given in Section 3.2(f)(ii);
- (hhhhh) **“Water Supply Monitoring Program”** has the meaning given in Section 3.2(f)(i);
- (iiiiii) **“Waterfront Walkway Area”** means an approximately six-metre (19.68 ft²) wide linear strip of land, measured from the high water mark of Howe Sound at the location shown on the sketch plan attached as Schedule D hereto; and
- (jjjjj) **“Waterfront Walkway Works”** has the meaning given in Section 3.4(a)(i).

1.2 Schedules.

The following Schedules are attached hereto and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	The Lands
Schedule B	Master Servicing Plan
Schedule C	Phasing Plan
Schedule D	Sketch Plan
Schedule E	Trails Plan
Schedule F	Transit Hub Concept
Schedule G	Affordable Housing Framework
Schedule H	Servicing Agreement
Schedule I	Statutory Right of Way – Public Access
Schedule J	Statutory Right of Way – Utilities
Schedule K	Covenant - Flood Protection and Safe Use

1.3 Interpretation.

Any interest in land created hereby, including those noted in Part 1 of this Agreement, as being found in certain sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (a) which define the terms used herein;

- (b) which deal with the interpretation of this Agreement; and
- (c) which are otherwise of general application.

1.4 Headings.

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.5 Number.

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.6 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Use of "including".

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

1.8 Statutes.

Any reference in this Agreement to any statute, code, ordinance or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute, code, ordinance or bylaw, as the case may be.

1.9 Successors.

Any reference to a person herein, including any Governmental Authority, will include the applicable successor in name or function from time to time.

ARTICLE 2 PURPOSE AND INTENT

2.1 Purpose.

The purpose of this Agreement is to establish the terms and conditions under which the Grantor will develop the Lands. The Grantor therefore covenants and agrees with SLRD that it shall provide the works, services and amenities required hereunder, in addition to the Grantor's covenant to submit Plans and Specs for various works and services to SLRD and to enter into Servicing Agreements with respect thereto as provided herein.

2.2 Costs.

The Grantor shall be solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether or not those costs and expenses are specifically referred to herein, and (except as expressly provided in this Agreement) whether or not those costs and expenses exceed a cost estimate or budget that is set out in this Agreement, or that is provided to and approved by SLRD or an officer or employee of SLRD under the terms of this Agreement.

2.3 Servicing.

The Grantor intends to provide works and services to the Lands in general conformance with the drawing entitled "Master Servicing Plan Final" attached as Schedule B hereto. However, SLRD agrees and acknowledges that such plan is in preliminary form and may be updated by the Grantor from time to time, provided that such changes are not material or fundamental. If such changes are material or fundamental, the Grantor will submit same to SLRD for its approval (Schedule B as amended in accordance with this Section 2.3 from time to time the "**Master Servicing Plan**").

2.4 Maintenance.

It is the intent of the parties that all works and services to be constructed and installed by the Grantor hereunder will be turned over to SLRD as its property and maintained by SLRD or MOTI, as the case may be, permanently upon completion of the construction thereof unless otherwise directed by a Local Area Improvement Bylaw, a Servicing Agreement, a Statutory Right of Way or otherwise. In the event that any works and services is on property owned by the Grantor and to be maintained by the Grantor, such obligation will be contained in the applicable Statutory Right of Way and 219 Covenant.

ARTICLE 3 NO BUILD

3.1 No Build (Phases 1-4).

The Grantor will not construct or erect any building or structure on any of Phase 1, Phase 2, Phase 3 or Phase 4, as the case may be, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of any such Phase unless the following conditions have been satisfied in respect of such Phase:

(a) *Paths and Trails*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the public pedestrian paths and trails (the “**Trails**”) within that Phase, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Trails to be constructed by the Grantor within that Phase will generally conform to the trail routing and design plans (the “**Trails Plan**”) attached to this Agreement as Schedule E;
- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance (during the maintenance period established under the Servicing Agreement) of the Trails within that Phase, by the Grantor at its cost:
 - A. in accordance with the Plans and Specs therefor as approved by SLRD; and
 - B. such Servicing Agreement to be substantially in the form attached as Schedule H hereto, with such necessary modifications as SLRD, acting reasonably, considers are necessary to give effect to and secure the Grantor’s obligation to install the Trails within that Phase;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) at the discretion of SLRD, dedicated to SLRD or granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule I hereto:
 - A. enabling public access over the Trails upon the completion of construction thereof;
 - B. providing that if the SRW is being granted on a blanket basis, upon the Trails being shown on the SRW Plan being approved by SLRD, the SRW will be partially discharged from those parts of the Lands outside of the SRW Plan; and
 - C. providing that the Grantor will be responsible for insurance, maintenance and replacement of the Trails on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

(b) *Fire Services*

- (i) In order to ensure that the Fire Department has sufficient operating funds to provide fire protection services to the Lands during the development of the Lands, the Grantor agrees to make the following financial contributions to SLRD for funding to the Fire Department:
 - A. on or before the date SLRD issues a Building Permit for the 100th Market Dwelling Unit on the Lands, the amount of \$128,400.00;

- B. on or before the date SLRD issues a Building Permit for the 200th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - C. on or before the date SLRD issues a Building Permit for the 300th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - D. on or before the date SLRD issues a Building Permit for the 400th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - E. on or before the date SLRD issues a Building Permit for the 500th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - F. on or before the date SLRD issues a Building Permit for the 600th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - G. on or before the date SLRD issues a Building Permit for the 700th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
 - H. on or before the date SLRD issues a Building Permit for the 800th Market Dwelling Unit on the Lands, the amount of \$128,400.00; and
 - I. on or before the date SLRD issues a Building Permit for the 900th Market Dwelling Unit on the Lands, the amount of \$128,400.00.
- (ii) Each of the financial contributions to be made by the Grantor pursuant to section 3.1(b)(i) shall be increased by a percentage amount equal to the percentage increase in the CPI, from the date of this Agreement to the date of payment.
- (iii) In order to secure the obligations of the Grantor under section 3.1(b)(i), the Grantor covenants and agrees that:
- A. until the payment pursuant to section 3.1(b)(i)A is made by the Grantor to SLRD, no more than 99 Market Dwelling Units may be constructed on the Lands;
 - B. until the payment under section 3.1(b)(i)B is made by the Grantor to SLRD, no more than 199 Market Dwelling Units may be constructed on the Lands;
 - C. until the payment under section 3.1(b)(i)C is made by the Grantor to SLRD, no more than 299 Market Dwelling Units may be constructed on the Lands;
 - D. until the payment under section 3.1(b)(i)D is made by the Grantor to SLRD, no more than 399 Market Dwelling Units may be constructed on the Lands;

- E. until the payment under section 3.1(b)(i)E is made by the Grantor to SLRD, no more than 499 Market Dwelling Units may be constructed on the Lands;
- F. until the payment under section 3.1(b)(i)F is made by the Grantor to SLRD, no more than 599 Market Dwelling Units may be constructed on the Lands;
- G. until the payment under section 3.1(b)(i)G is made by the Grantor to SLRD, no more than 699 Market Dwelling Units may be constructed on the Lands;
- H. until the payment under section 3.1(b)(i)H is made by the Grantor to SLRD, no more than 799 Market Dwelling Units may be constructed on the Lands; and
- I. until the payment under section 3.1(b)(i)I is made by the Grantor to SLRD, no more than 899 Market Dwelling Units may be constructed on the Lands.

Notwithstanding the foregoing, provided that the Grantor has submitted the application for the applicable Building Permit, SLRD may process such application except that issuance thereof will be withheld, notwithstanding that payments required under section 3.1(b)(i) have not been made.

- (iv) The financial contributions to be made by the Grantor pursuant to section 3.1(b)(i) have been determined in accordance with the calculations set out in Schedule G to this Agreement. If at any time before the date of the payment under section 3.1(b)(i) is due and payable, SLRD secures operating funds for the Fire Department, over and above the funding from sources referred to in Schedule G, SLRD, acting reasonably, will adjust any payments remaining to be made by the Grantor under section 3.1(b)(i), such that the per Market Dwelling Unit amount payable by the Grantor is consistent with that payable by other owners and developers on a going forward basis.

(c) *Sprinkler Covenant*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have granted a 219 Covenant in favour of SLRD requiring that:

- (i) every Building to be used for a residential, commercial or tourist-commercial purpose to be built in that Phase must be designed and equipped with fire suppression sprinklers that comply with the design and functionality requirements for fire sprinklers set out in the BC Building Code and NFPA 13 – Standards for Installation of Sprinkler Systems, to standards current at the time the applicable Building Permit is being applied for; and

- (ii) thereafter requiring such fire suppression sprinklers to be maintained at the cost of the Grantor and upon the filing of the Strata Plan in respect of the applicable Building, the Strata Corporation therefor.

(d) *Flood Hazard Covenant*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) provided to SLRD for its review a detailed report certified by a Qualified Professional (the "**Flood Control Report**") as to the measures that Qualified Professional considers necessary, in order to for the Lands to be used safely for the intended use, and in particular to avoid or minimize the impact of any flood, debris flow or sea flood hazards by establishing construction elevations, restrictions on development, or any mitigation measures required to safely develop the Lands, as consistent with the recommendations of the BGC Report; and
- (ii) granted a 219 covenant in favour of SLRD substantially in the form attached as Schedule K hereto, securing the Grantor's obligation to develop the Lands in accordance with the recommendations of the Qualified Professional as more particularly described in the Flood Control Report, which covenant will also include an indemnity and release in favour of SLRD.

(e) *Streamside Protection*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the dikes, trails, draining berms and debris basin improvements in any potential flood or debris flow hazard areas (the "**Streamside Protection Works**"), with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Streamside Protection Works will generally conform to the Master Servicing Plan;
- (ii) provided to SLRD for its review and approval a report certified by a Qualified Professional with respect to the Streamside Protection Works the Qualified Professional considers advisable within that Phase;
- (iii) apply for and obtain from the MOE, and from any other authority having jurisdiction, all necessary permits and approvals for the construction of the Streamside Protection Works;
- (iv) entered into one or more Servicing Agreement(s) with respect to the construction and installation of the Streamside Protection Works within that Phase, by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD and MOE, with such Servicing Agreement to be substantially in the form attached as Schedule H; and

- (v) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(f) *Step Code*

- (i) The Grantor covenants and agrees that each Part 9 Building that is constructed on the Lands shall be designed and constructed to meet the minimum performance requirements specified in Step 4 of the BC Energy Step Code, as applicable to that class of building. For certainty, if at the time an application for a Building Permit for a Part 9 Building is submitted, either or both of the Building Bylaw or Building Code require that Part 9 Buildings be designed to meet the minimum “Net Zero” performance requirements specified in Step 5 of the BC Energy Step Code, as applicable to Part 9 Buildings, the Grantor shall design and construct the building to meet such minimum “Net Zero” performance requirements.
- (ii) The Grantor covenants and agrees that each Part 3 Building that is constructed on the Lands shall be designed and constructed to meet the minimum performance requirements specified in Step 3 of the BC Energy Step Code, as applicable to that class of building. For certainty, if at the time an application for a Building Permit for a Part 3 Building is submitted either or both of the Building Bylaw or Building Code require that Part 3 Buildings be designed to meet the minimum “Net Zero” performance requirements specified in Step 4 of the BC Energy Step Code, as applicable to Part 3 Buildings, the Grantor shall design and construct the building to meet such minimum “Net Zero” performance requirements.
- (iii) Each Building Permit application must be accompanied by a report prepared and certified by a Qualified Professional who is a qualified Energy Advisor or a Registered Professional providing Letters of Assurance under the BC Building Code for that Building, confirming that, in the opinion of the Qualified Professional, the Building that is proposed to be constructed will meet the minimum performance requirements applicable to that Building under this section 3.1(f).
- (iv) Prior to the issuance of a Final Inspection Notice for any Building constructed on the Lands, the Grantor shall provide to the Building Inspector with a completed BC Energy Step Code Compliance Report prepared by a Qualified Professional who is a qualified Energy Advisor or a Registered Professional providing Letters of Assurance under the BC Building Code for that Building, confirming that the Building has been constructed will meet the minimum performance requirements applicable to that Building under this section 3.1(f).

(g) *Natural Gas Prohibition*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have granted a 219 covenant in favour of SLRD, on terms satisfactory to SLRD, prohibiting the design, installation and maintenance of pipes, lines, infrastructure and works facilitating, enabling or permitting distribution of fossil

fuels, including natural gas, for heating, cooling and domestic hot water in the Buildings in that Phase.

(h) Water Conservation

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have granted a 219 covenant in favour of SLRD:

- (i) requiring low flow, water conserving fixtures in all Buildings; and
- (ii) prohibiting the use of potable water supplied by SLRD for irrigation of outdoor landscaping serving any residential or commercial Building.

3.2 No Build (Phase 1).

The Grantor will not construct or erect any building or structure on Phase 1, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 1 unless the following conditions have been satisfied:

(a) Sanitary Sewer

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for a gravity sanitary sewer to connect the Development from its north lot line to the Sewage Treatment Plant (the “**Phase 1 Sanitary Sewer Works**”) within Phase 1, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 1 Sanitary Sewer Works will generally conform to the Master Servicing Plan;
- (ii) provided to SLRD for its review and approval a report certified by a Qualified Professional, with respect to the installation and maintenance of the Phase 1 Sanitary Sewer Works;
- (iii) applied for and obtained from MOTI all necessary permits and approvals for the construction of the Phase 1 Sanitary Sewer Works;
- (iv) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Phase 1 Sanitary Sewer Works within Phase 1, by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD and MOTI, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (v) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (vi) to the extent required if the Phase 1 Sanitary Sewer Works or part thereof are or will be within the Lands, granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:

- A. at the Grantor's option:
 - (1) initially on a blanket basis and upon the completion of construction of the Phase 1 Sanitary Sewer Works and thereafter, with the Phase 1 Sanitary Sewer Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - (2) the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
- B. providing that the Grantor will be responsible for insurance, maintenance and replacement of the Phase 1 Sanitary Sewer Works on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

(b) *Water*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the installation and maintenance of an emergency water connection between Britannia North and the northernmost boundary of the Lands (the "**Phase 1 Water Works**") within Phase 1, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 1 Water Works will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the Phase 1 Water Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD and MOTI, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) to the extent required if the Phase 1 Water Works or part thereof are or will be within the Lands, granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:

- A. at the Grantor's option:
 - (1) initially on a blanket basis and upon the completion of construction of the Phase 1 Water Works and thereafter, with the Phase 1 Water Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or

(2) the SRW being accompanied by the SRW Plan upon the SRW's original registration; and

B. providing that the Grantor will be responsible for insurance, maintenance and replacement of the Phase 1 Water Works on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

(c) *Pathway Connection*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD and MOTI for their approval the Plans and Specs for the installation and maintenance of a public pedestrian and cycling pathway substantially in the same location of the Phase 1 Sanitary Sewer Works (the "**Phase 1 Pathway Works**"), with such Plans and Specs to be approved by SLRD and MOTI, which Plans and Specs will reflect SLRD and MOTI's then standards and bylaws which are applicable to the installation of such works and must be of sufficient detail to satisfy SLRD and MOTI that the Phase 1 Pathway Works will generally conform to the Trails Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the Phase 1 Pathway Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) to the extent required if the Phase 1 Pathway Works or part thereof are or will be within the Lands, granted a Statutory Right of Way in favour of SLRD to be substantially the same as SLRD's in the form attached as Schedule I hereto:
 - A. initially on a blanket basis and upon the completion of construction of the Phase 1 Pathway Works and thereafter, with the Phase 1 Pathway Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
 - C. providing that the Grantor will be responsible for insurance, maintenance and replacement of the Phase 1 Pathway Works on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

The Grantor agrees to make commercially reasonable efforts to obtain approvals from MOTI at its own costs with respect to the Phase 1 Pathway Works. SLRD agrees and acknowledges that approval of the Phase 1 Pathway Works is at the absolute discretion of MOTI. If approved by MOTI, the Phase 1 Pathway Works will be designed, constructed and maintained by the Grantor until transferred to SLRD under the terms of the Servicing Agreement pursuant to this Section 3.2(c). If not approved by MOTI, the Grantor will be relieved of its obligations to comply with this Section 3.2(c).

(d) Stormwater Detention

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD the Plans and Specs for the works contemplated in a stormwater management plan (the “**SWM Plan**”) for Phase 1 to be prepared by the Grantor to the standards of SLRD applicable at the time the applicable Building Permit is being applied for and submitted as part of such application (the “**SWM Works**”), with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the SWM Works will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the SWM Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:
 - A. initially on a blanket basis and upon the completion of construction of the SWM Works and thereafter, with the SWM Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; and
 - B. providing that the Grantor will be responsible for insurance, maintenance and replacement of the SWM Works on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

(e) Environmental Mitigation

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase, the Grantor will have:

- (i) submitted to SLRD and MOE the Plans and Specs for the installation and maintenance of the works and improvements protecting the Gravel Creek wetland contemplated in the SWM Plan for Phase 1 to be prepared by the

Grantor to the standards of SLRD and MOE applicable at the time the applicable Building Permit is being applied for and submitted as part of such application (the “**Phase 1 Wetland Works**”), with such Plans and Specs to be approved by SLRD and MOE, which Plans and Specs must be of sufficient detail to satisfy SLRD and MOE that the Phase 1 Wetland Works will generally conform to the Master Servicing Plan;

- (ii) entered into one or more Servicing Agreement(s) with respect to the Phase 1 Wetland Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor, SLRD and MOE, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:
 - A. initially on a blanket basis and upon the completion of construction of the Phase 1 Wetland Works and thereafter, with the Phase 1 Wetland Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
 - C. providing that the Grantor will be responsible for insurance, maintenance and replacement of the SWM Works on the expiry of the applicable maintenance period under the Servicing Agreement, if appropriate pursuant to Section 2.3 above.

The Grantor agrees to make commercially reasonable efforts to obtain approvals from MOE at its own costs with respect to the Phase 1 Wetland Works. SLRD agrees and acknowledges that approval of the Phase 1 Wetland Works is at the absolute discretion of MOE. If approved by MOE, the Phase 1 Wetland Works will be designed, constructed and maintained by the Grantor until transferred to SLRD under the terms of the Servicing Agreement pursuant to this Section 3.6(d). If not approved by MOE, the Grantor will be relieved of its obligations to comply with this Section 3.6(d).

(f) Water Monitoring

Prior to or concurrently with the issuance of a Building Permit permitting any construction in such Phase the Grantor will have:

- (i) submitted to SLRD a comprehensive water pump testing and aquifer monitoring program and the terms of reference for the Saltwater Intrusion Study (together the “**Water Supply Monitoring Program**”), to be approved by the SRLD;

- (ii) entered into one or more Servicing Agreement(s) with respect to the monitoring equipment (the “**Water Monitoring Equipment**”) in accordance with the Water Supply Monitoring Program, and at minimum, to measure streamflow in Daisy Creek and Thistle Creek including data loggers in such creeks and aquifer monitoring equipment to be placed in the production and monitoring wells to measure aquifer levels, in accordance with the Plans and Specs therefor as approved by the SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto and to include the following requirements by the Grantor:
 - A. install the Water Monitoring Equipment in accordance with the Water Supply Monitoring Program as part of the Water Monitoring Equipment necessary, in accordance with the Plans and Specs therefor as approved by the SLRD;
 - B. initiate the collection of streamflow and pump test data immediately upon commissioning or activation of any production wells contemplated in Section 3.2(f)(ii)A and in accordance with the Water Supply Monitoring Program; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

3.3 No Build (Phase 2, 3 and 4) – Local Parks.

The Grantor will not construct or erect any building or structure on Phase 2, 3 and 4, as the case may be, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 2, 3 and 4, as the case may be, in the event that any such Phase contains any residential development and one or more neighbourhood parks (collectively, the “**Local Park**”) generally as shown on the Sketch Plan therein serving the residents in such Phase are shown in the locations set out in the applicable Building Permit, unless and until, prior to or concurrently with the issuance of a Building Permit permitting any Development of such Phase, the Grantor has:

- (a) submitted to SLRD for its approval the Plans and Specs for the Local Park (the “**Local Park Works**”) generally as shown on the Sketch Plan, if any, within such Phase, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Local Park Works will generally conform to the Trails Plan;
- (b) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Local Park Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (c) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and

- (d) at the discretion of SLRD, dedicated as 'Park' by subdivision plan, or granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule I hereto:
- (i) initially on a blanket basis and upon the completion of construction of the Local Park Works and thereafter, with the Local Park Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - (ii) the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
 - (iii) providing that the Grantor will be responsible for insurance, maintenance and replacement of the Local Park Works on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

3.4 No Build (Phase 2).

The Grantor will not construct or erect any building or structure on Phase 2, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 1 unless the following conditions have been satisfied prior to or concurrently with the issuance of a Building Permit permitting any Development of Phase 2:

(a) *Waterfront Walkway*

The Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the installation and maintenance of a 3 metre (9.84 feet) wide compact gravel public pedestrian and cycling pathway within the Waterfront Walkway Area to the standards specified by SLRD (the "**Waterfront Walkway Works**"), with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Waterfront Walkway to be constructed by the Grantor within that Phase will generally conform to the Trails Plan; and
- (ii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(b) *Local Area Improvement Bylaws*

The Grantor has filed or has agreed to file a petition with SLRD at the appropriate time as required by law with respect to one or more area improvement bylaws for public services as contemplated in Section 337(1) of the Local Government Act.

(c) *Public Works Yards*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 2, the Grantor will have granted one or more Statutory Rights of Way in favour of SLRD for an area measuring approximately 0.57 hectare (1.41 acres) for the purpose

of public utilities including a serviced, fenced and graded area for a public works yard and vehicular access road totalling approximately 700 m² (7,534.74 ft²), to facilitate the storage and maintenance of public infrastructure therein at SLRD's costs, substantially in the form attached as Schedule J hereto.

(d) *Transit Hub*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 2, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the installation and maintenance of a bus shelter, appropriate bus lay-by areas, bicycle parking and an electrical vehicle charging station (the "**Transit Hub Works**") attached as Schedule F hereto, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Transit Hub Works will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the Transit Hub Works by the Grantor at its costs, generally in accordance with the Transit Hub Concept drawing attached as Schedule F hereto, and in accordance with the Plans and Specs therefor as agreed by the Grantor, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially the same as SLRD's in the form attached as Schedule J hereto:
 - A. initially on a blanket basis and upon the completion of construction of the Transit Hub Works and thereafter, with the Transit Hub Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
 - C. providing that the Grantor will be responsible for insurance, maintenance and replacement of the SWM Works on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(e) *Wastewater Treatment Plant*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 2, the Grantor will have caused a Qualified Professional to prepare a report (the "**Sewage Plant Report**") designing the protocol and timing of steps monitoring the exact nature and timing of upgrades or improvements (the "**Sewage Plant Upgrades**")

to the Sewage Treatment Plant required, taking into account the increased demands by those residing in, working at or otherwise using the Development, with the intent that the nature of the required Sewage Plant Upgrades, if any, will be approved by SLRD as conditions of the subdivision of Phase 3 and/or Phase 4 based on the projected increased population in each Phase, as the case may be.

(f) Affordable Housing

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 2, the Grantor and SLRD will have entered into a Housing Agreement consistent with SLRD's then specific bylaw therefor (the "**Housing Bylaw**"), to the extent enacted, establishing the exact timing, unit type, specifications and location with respect to 150 Affordable Dwelling Units to be delivered by the Grantor in the Development as outlined in the Affordable Housing submission by the Grantor based on the affordable housing framework attached as Schedule G hereto, accepted by SLRD and to be described in the Housing Bylaw.

3.5 No Build (Phase 3).

The Grantor will not construct or erect any building or structure on Phase 3, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 3 unless the following conditions have been satisfied:

(a) Wastewater Treatment Plant

To the extent that any Sewage Plant Upgrades are required for Phase 3 (the "**Phase 3 Sewage Plant Upgrades**") as provided in the Sewage Plant Report, prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3, the Grantor will have:

- (i) submitted to the SLRD for its approval the Plans and Specs for the Phase 3 Sewage Plant Upgrades, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 3 Sewer Plant Upgrades will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Phase 3 Sewage Plant Upgrades, by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(b) Permanent CN Bridge Crossing

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3 and if and to the extent the Permanent CN Bridge Crossing has been approved by CN, the Grantor will have:

- (i) submitted to the SLRD for its approval the Plans and Specs for the Permanent CN Bridge Crossing, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Permanent CN Bridge Crossing will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the design, construction and maintenance of the Permanent CN Bridge Crossing by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor, CN and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

The Grantor agrees to make commercially reasonable efforts to obtain approvals from CN at its own costs with respect to the Permanent CN Bridge Crossing. SLRD agrees and acknowledges that approval of the Permanent CN Bridge Crossing is at the sole and absolute discretion of CN. If approved by CN, the Permanent CN Bridge Crossing will be designed, constructed and maintained by the Grantor until transferred to SLRD under the terms of the Servicing Agreement pursuant to this Section 3.5(b). If not approved by CN, the Grantor will be relieved of its obligations to comply with this Section 3.5(b).

(c) *Water Monitoring*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3, the Grantor has provided confirmation to SLRD to the satisfaction of the Director of Planning and Development that there is adequate potable water supply for the residents of Phase 3 based on the most recently available data generated by the Water Monitoring Equipment and the Water Supply Monitoring Program.

(d) *Saltwater Intrusion Model*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3, the Grantor has provided to SLRD for its review a comprehensive saltwater intrusion modelling study (the "**Saltwater Intrusion Model**") certified by a Qualified Professional to the satisfaction of the Director of Planning and Development, as required by the Water Supply Monitoring Program.

(e) *Washroom Building*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3, the Grantor has:

- (i) submitted to the SLRD for its approval the Plans and Specs for the Washroom Building required for Phase 3, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD;

- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Washroom Building required for Phase 3, by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(f) *Childcare*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 3, the Grantor has:

- (i) submitted to SLRD for its approval the Plans and Specs for a Child Care Facility constructed to a “warm shell” condition (including plumbing, electrical, HVAC, and lighting systems roughed in, and with all walls and ceilings drywalled and painted) accommodating 38 spaces (with the age group of such children as more particularly described below), with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD;
- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of such Child Care Facility, 12 of which will be for children from birth to 36 months, and the remaining 26 spaces will be for children from 30 months to school age (Kindergarten) (the “**Phase 3 Child Care Spaces**”), by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) constructed such Child Care Facility within one of the commercial buildings within Phase 3, and shall make reasonable commercial efforts to secure a licenced child care service provider as the tenant or operator of such Child Care Facility.

3.6 No Build (Phase 4).

The Grantor will not construct or erect any building or structure on Phase 4, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 4 unless the following conditions have been satisfied prior to or concurrently with the issuance of a Building Permit permitting any Development of Phase 4:

(a) *Wastewater Treatment Plant*

To the extent that any Sewage Plant Upgrades are required for Phase 4 (the “**Phase 4 Sewage Plant Upgrades**”) as provided in the Sewage Plant Report, prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 4, the Grantor will have:

- (i) submitted to the SLRD for its approval the Plans and Specs for the Phase 4 Sewage Plant Upgrades, with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 4 Sewer Plant Upgrades will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Phase 4 Sewage Plant Upgrades, by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(b) *Community Centre Building/Playfield*

Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 4, in collaboration with SLRD and SD48, the Grantor will design and construct a community centre building measuring approximately 557.42 m² (6,000 ft²) as a stand-alone facility together with a natural turf playfield and associated parking adjacent thereto (together, the “**Community Centre Building**”) or in conjunction with a public school (the “**School**”) to be constructed by SD48. In the event that SD48 proceeds with the planning of the School in advance of the Building Permit in respect of Phase 4 being issued, the Grantor will participate in the design of the School insofar as it affects the Community Centre Building and may elect to undertake certain site works in advance of the timing set out in this Section 3.6(b), at its sole discretion. Notwithstanding the foregoing, the Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the Community Centre Building, with such Plans and Specs to be approved by SLRD and SD48, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Community Centre Building will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the construction of the Community Centre Building, by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; or
- (iv) alternatively, if agreed to by SLRD prior to the Building Permit in respect of Phase 4 being issued, SLRD may accept a cash in lieu contribution by the Grantor in the amount of the costs of construction of the Community Centre Building to a “warm shell” condition (including plumbing, electrical, HVAC, and lighting systems roughed in, and with all walls and ceilings drywalled and painted), as determined by a professional quantity surveyor

or construction costs consultant, who is a member in good standing of the CIQS or QSSBC, experienced in at least two projects relating to the construction of public schools, payable prior to the issuance of the such Building Permit, in which event the Grantor will be relieved from having to comply with the obligations described in Sections 3.6(b)(i) and (iii) above.

(c) *Water Monitoring*

- (i) Prior to or concurrently with the issuance of a Building Permit permitting any construction in Phase 4, the Grantor will have caused a Qualified Professional to prepare one or more reports (the “**Phase 4 Water Report**”) to provide confirmation to the Director of Planning and Development that:
 - A. there is adequate potable water supply for the residents of Phase 4 based on the most recently available data generated by the Water Monitoring Equipment and the Water Supply Monitoring Program; and
 - B. the risk of saltwater intrusion into the aquifer at full build out of Phase 4 is acceptable based on the Water Supply Monitoring Program and Saltwater Intrusion Model, or that additional water treatment works, such as reverse osmosis treatment are required, in order to ensure an acceptable risk of saltwater intrusion;
- (ii) to the extent that any additional water treatment infrastructure, such as reverse osmosis treatment is required for Phase 4 as indicated by the Phase 4 Water Report (the “**Phase 4 Water Treatment Plant**”), the Grantor will have:
 - A. submitted to the SLRD the Plans and Specs for the Phase 4 Water Treatment Plant with such Plans and Specs to be approved by SLRD;
 - B. entered into one or more Servicing Agreement(s) with respect to the Phase 4 Water Treatment Plant by the Grantor at its costs, in accordance with the Plans and Specs therefor as approved by SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto; and
 - C. deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(d) *Waterfront Walkway*

The Grantor will have:

- (i) submitted to the SLRD the Plans and Specs for the Waterfront Walkway Area, with such Plans and Specs to be approved by SLRD, MOE and DFO, which Plans and Specs must be of sufficient detail to satisfy SLRD,

MOE and DFO that the Waterfront Walkway Area will generally conform to the Trails Plan;

- (ii) entered into one or more Servicing Agreement(s) with respect to the installation of the ultimate Waterfront Walkway Area surfacing material to a paved or alternate standard acceptable to SLRD, MOE and DFO, by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

The Grantor agrees to make commercially reasonable efforts to obtain approvals from MOE and DFO at its own costs with respect to the Waterfront Walkway Area. SLRD agrees and acknowledges that approval of the Waterfront Walkway Works is at the absolute discretion of MOE and DFO. If approved by MOE and DFO, the Waterfront Walkway Area will be designed, constructed and maintained by the Grantor until transferred to SLRD under the terms of the Servicing Agreement pursuant to this Section 3.6(d). If not approved by MOE and/or DFO, the Grantor will be relieved of its obligations to comply with this Section 3.6(d).

(e) *Childcare*

The Grantor will have:

- (i) submitted to the SLRD the Plans and Specs for the Child Care Facility for Phase 4, with such Plans and Specs to be approved by SLRD;
- (ii) entered into one or more Servicing Agreement(s) with respect to such Child Care Facility for additional childcare up to a maximum of 38 spaces with the ages of the children to be determined to the sole satisfaction of the Director of Planning and Development, taking into account the Phase 3 Child Care Spaces already provided, demand and access by children residing in the Development and availability of both public and/or private Child Care Operators to operate the Child Care Facility in place (the “**Phase 4 Child Care Spaces**”), with such Servicing Agreement to be substantially in the form attached as Schedule H hereto; and
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

ARTICLE 4 NO SUBDIVISION (PHASE 2)

4.1 No Subdivision (Phase 2, 3 and 4).

The Grantor will not subdivide the Lands or portions thereof to create Phases 2, 3 and 4, and SLRD will not, despite of any bylaws, be obliged to approve such subdivision relating to Phases 2, 3 and 4 unless the following conditions for such subdivision have been satisfied:

(a) North Access

Subject to acceptance by MOTI, the Grantor will have constructed and dedicated to MOTI a new highway access, including any necessary deceleration lanes identified as North Access shown as road on the Master Servicing Plan in a location to be agreed to by the Grantor and MOTI.

(b) Highway Bypass

The Grantor will have either:

- (i) subject to acceptance by MOTI, dedicated an 80-metre-wide (262.47 ft) highway allowance for the future Highway 99 bypass, if required by MOTI, with such highway allowance to be shown as road on the Subdivision Plan in a location to be agreed to by the Grantor and MOTI (the “**Highway Bypass Area**”); or
- (ii) granted a 219 Covenant in favour of MOTI to reserve the Highway Bypass Area for public highway purposes under Section 44 of the Community Charter.

4.2 No Subdivision (Phase 2).

The Grantor will not subdivide Phase 2, and SLRD will not, despite of any bylaws, be obliged to approve such subdivision unless the following conditions for such subdivision have been satisfied:

(a) Regional Transit Stop

The Grantor will have consulted with BC Transit regarding any regional transit stop requirements and to the extent input as to the location of such transit stop is available from BC Transit, incorporated same in its plans for Phase 2.

(b) Streamside Protection

The Grantor will have:

- (i) provided to SLRD for its review and approval one or more RAR Report(s) for one or more Phase(s) certified by a Qualified Professional with respect to the creeks within such Phase(s) and the Streamside Protection Works the Qualified Professional considers advisable within that Phase; and
- (ii) at the discretion of SLRD, dedicated to SLRD or granted a 219 Covenant or SRW in favour of SLRD, prohibiting construction within the creeks and the associated setback areas identified in the RAR Report and requiring the installation of any Streamside Protection Works.

(c) Minaty Bay Park

The Grantor:

- (i) will have, at the discretion of SLRD, dedicated to SLRD as shown on the Subdivision Plan the area intended to be Minaty Bay Park measuring approximately 5.19 hectares (12.82 acres) as shown on the Sketch Plan;
- (ii) if and to the extent the Interim CN Crossing has been approved by CN, the Grantor will have:
 - A. submitted to the SLRD for its approval the Plans and Specs for the Interim CN Crossing, with such Plans and Specs to be approved by SLRD;
 - B. entered into one or more Servicing Agreement(s) with respect to the design, construction and maintenance of the Interim CN Crossing by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor, CN and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto; and
 - C. deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement.

(d) *Minaty Bay Park Parking Lot*

The Grantor:

- (i) will have, at the discretion of SLRD dedicated as shown on a Subdivision Plan or granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto, the parking lot to Minaty Bay Park (the "**Minaty Bay Park Parking Lot**") up to a maximum of 1,261 m² (13,573.74 ft²), as shown on the Sketch Plan;
- (ii) submitted to the SLRD for its approval the Plans and Specs for the Minaty Bay Park Project with such Plans and Specs to be approved by SLRD, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Minaty Bay Park Parking Lot will generally conform to the Master Servicing Plan;
- (iii) entered into one or more Servicing Agreement(s) with respect to the construction of the Minaty Bay Park Parking Lot by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iv) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement;
- (v) if a Statutory Right of Way is granted in respect of the Minaty Bay Park Parking Lot:

- A. such SRW being accompanied by a SRW Plan showing the Minaty Bay Park Parking Lot upon the Statutory Right of Way's original registration; and
- B. providing that the Grantor will be responsible for insurance, maintenance and replacement of the Minaty Bay Park Parking Lot on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(e) *Waterfront Walkway Area*

The Grantor will have, at the discretion of SLRD, dedicated to SLRD as shown on a Subdivision Plan, or granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto with respect to the Waterfront Walkway Area and if a Statutory Right of Way is granted in respect of the Waterfront Walkway Area:

- (i) such SRW being accompanied by a SRW Plan showing the Waterfront Walkway Area upon the Statutory Right of Way's original registration; and
- (ii) providing that the Grantor will be responsible for insurance, maintenance and replacement of the Waterfront Walkway Area on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(f) *Community Site*

The Grantor will:

- (i) subject to approval by SLRD, cause one or more titles to the area measuring approximately 1.50 hectares (3.71 acres) (the "**School Site**") designated for the development of the School and Community Centre Building to be issued by the Land Title Office; and
- (ii) transfer in fee simple title to the School Site or part thereof to SLRD and/or SD48, as directed by SLRD and/or the Ministry of Education.

(g) *Roads*

The Grantor will have:

- (i) subject to acceptance by MOTI, dedicated to MOTI the public roads including necessary tunnel upgrades without limitation, an upgrade to a two lane road with pedestrian/cycle lane to the satisfaction of MOTI (the "**Tunnel Upgrades**") and the service road and reservoir access road (the "**Roadworks**", and together with the Tunnel Upgrades, the "**Phase 2 Roadworks**") at the locations agreed to by the Grantor and MOTI;
- (ii) entered into one or more Servicing Agreement(s) with respect to the installation and maintenance of the Phase 2 Roadworks, by the Grantor

at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and MOTI, with such Servicing Agreement to be substantially the same as MOTI's then standard form; and

- (iii) deposited with MOTI any bonding or security in the amount and in the form required under the Servicing Agreement.

(h) *Water*

The Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the design, installation and maintenance of the potable public water system infrastructure including water source improvements, water treatment facility with space provision for future reverse osmosis or other special treatment and the water distribution system to service the residents and users of the Development to the standards specified by SLRD and MOTI (the "**Phase 2 Water Works**"), with such Plans and Specs to be approved by SLRD and MOTI, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 2 Water Works will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to the Phase 2 Water Works, to the intent that the Phase 2 Water Works will be underneath the Phase 2 Roadworks, and connection of the Phase 1 Water Works to the Phase 2 Water Works by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially the same as SLRD's in the form attached as Schedule J:
 - A. initially on a blanket basis and upon the completion of construction of the Phase 2 Water Works and thereafter, with the Phase 2 Water Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW's original registration; and
 - C. providing that the Grantor will be responsible for maintenance and replacement of the Phase 2 Water Works on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(i) Sanitary Sewer

The Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the design, installation and maintenance of the public sanitary sewer system infrastructure to service the residents and users of the Development to the standards specified by SLRD and MOTI (the “**Phase 2 Sanitary Sewer Works**”), with such Plans and Specs to be approved by SLRD and MOTI, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Phase 2 Sanitary Sewage Works will generally conform to the Master Servicing Plan;
- (ii) entered into one or more Servicing Agreement(s) with respect to Phase 2 Sanitary Sewer Works, to the intent that the Phase 2 Sanitary Sewer Works will be underneath the Phase 2 Roadworks, by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:
 - A. initially on a blanket basis and upon the completion of construction of the Phase 2 Sanitary Sewer Works and thereafter, with the Phase 2 Sanitary Sewer Works being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW’s original registration; and
 - C. providing that SLRD will be granted access to carry out the maintenance and replacement of the Phase 2 Sanitary Sewer Works on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(j) Drainage

The Grantor will have:

- (i) submitted to SLRD for its approval the Plans and Specs for the design, installation and maintenance of the sewers, drains, drain tiles, hydrants, ditches, manholes, pipes, culverts, retaining walls, wing walls, or any of them or any other utility, with all necessary attachments and fittings for the purpose of conveying, draining or disposing of stormwater and groundwater runoff to service the residents and users of the Development

to the standards specified by SLRD and MOTI (the “**Storm Sewer Works**”), with such Plans and Specs to be approved by SLRD and MOTI, which Plans and Specs must be of sufficient detail to satisfy SLRD that the Storm Sewer Works will generally conform to the Master Servicing Plan;

- (ii) entered into one or more Servicing Agreement(s) with respect to the Storm Sewer Works, to the intent that the Storm Sewer Works will be atop the Phase 2 Roadworks, by the Grantor at its costs, in accordance with the Plans and Specs therefor as agreed by the Grantor and SLRD, with such Servicing Agreement to be substantially in the form attached as Schedule H hereto;
- (iii) deposited with SLRD any bonding or security in the amount and in the form required under the Servicing Agreement; and
- (iv) granted a Statutory Right of Way in favour of SLRD to be substantially in the form attached as Schedule J hereto:
 - A. initially on a blanket basis and upon the completion of construction of the Storm Sewer Works and thereafter, with the being shown on the SRW Plan being approved by SLRD, the SRW will be discharged from areas not shown on the SRW Plan; or
 - B. the SRW being accompanied by the SRW Plan upon the SRW’s original registration; and
 - C. providing that SLRD will be granted access to carry out the maintenance and replacement of the Storm Sewer Works on the expiry of the applicable maintenance period under the Servicing Agreement, as appropriate pursuant to Section 2.3 above.

(k) No Build Covenant

The Grantor will have granted a 219 covenant providing that it will not construct or erect any building or structure on Phase 2, and SLRD will not, despite any of its bylaws, be obliged to issue any Building Permit in respect of Phase 2 until the concrete works for the surf park lagoon in Phase 1 has commenced, as evidenced by confirmation in writing issued by the Grantor’s Qualified Professional responsible for such construction.

4.3 Application for Subdivision.

Notwithstanding Sections 4.1 and 4.2, SLRD agrees that the Grantor may submit one or more applications to SLRD for subdivision and SLRD may accept and process such application, up to the point of execution of the application to deposit the Subdivision Plan by MOTI and return thereof to the Grantor.

4.4 Variation on Subdivision Boundaries.

Notwithstanding Sections 4.1 and 4.2, SLRD agrees that the lines shown on the Phasing Plan demarcating the Phases are preliminary and accordingly, the Grantor may, with the prior written

approval of SLRD, make minor changes to the boundaries of the Phases, as long as the Grantor complies with the provisions of this Agreement.

4.5 Sale of Lands.

The Grantor agrees that it will not sell, transfer or otherwise dispose of any fee simple or leasehold interest in the whole or any part of the Lands to any person, trust, corporation, partnership or other entity (the "**Purchaser**") other than the transfer of an interest:

- (a) to a purchaser of a strata lot that has received a disclosure statement in respect of the sale of such strata lot and such disclosure statement provides notice of this Agreement; or
- (b) by way of mortgage, where the mortgagee has first granted the 219 Covenant contained herein priority, in form and substance satisfactory to SLRD, over its mortgage), prior to the discharges described in Article 5,

unless the Grantor includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the Purchaser in favour of SLRD whereby the Purchaser:

- (c) acknowledges that the Purchaser is aware of the terms of this Agreement; and
- (d) assumes and agrees to observe and perform the terms of this Agreement.

ARTICLE 5 DISCHARGE

5.1 Discharge of Covenants.

SLRD must execute and deliver to the Grantor a discharge, in registrable form, of Article 3 and Article 4 of this Agreement from title to the Lands at the expense of the Grantor:

- (a) if the Rezoning Bylaw is appealed after its adoption, and after the exhaustion of all appeals, the Rezoning Bylaw is quashed in its entirety; or
- (b) if after the adoption of the Rezoning Bylaw, SLRD in its sole discretion, adopts a bylaw to zone the Lands to a zoning which permits less development than proposed in the Rezoning Bylaw.

5.2 Discharge of No Subdivision Covenants.

In the event that Section 5.1 does not apply, SLRD must execute and deliver to the Grantor a discharge, in registrable form, of Article 4 of this Agreement from title to the Lands or part or parts thereof at the expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Article 4, as evidenced by the full registration of the plans or charges described in Article 4. SLRD agrees, if requested by the Grantor, to execute and deliver to the Grantor a registrable discharge of the applicable covenants from title to the Lands or part or parts thereof within a reasonable time of such request.

5.3 Discharge of No Build Covenant.

In the event that Section 5.1 does not apply, SLRD must execute and deliver to the Grantor a discharge, in registrable form, of Article 3 of this Agreement from title to the Lands or part or parts thereof at the expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Article 3 as evidenced by the full registration of the plans and charges described in Article 3. SLRD agrees, if requested by the Grantor, to execute and deliver to the Grantor a registrable discharge of Article 3 of this Agreement from title to the Lands or part or parts thereof within a reasonable time of such request.

ARTICLE 6 RELEASE & INDEMNITY

6.1 Release.

The Grantor hereby releases and forever discharges SLRD and SLRD Personnel from and against all manner of claims, actions, causes of actions, suits and demands whatsoever at law or at equity the Grantor may at any time have by reason of or in connection with or arising directly or indirectly from this Agreement including, but not limited to, those which may derive from the withholding of any permit or approval under this Agreement.

6.2 Indemnity.

The Grantor will at all times indemnify and save harmless SLRD and SLRD Personnel from and against all claims, demands, actions, suits, losses, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which SLRD may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor contained in this Agreement, from the granting or existence of this Agreement or from the performance by the Grantor of this Agreement.

ARTICLE 7 GENERAL

7.1 Notices.

Any notice or other communication required or contemplated to be given or made by any provision of this Agreement will be given or made in writing and either delivered personally (and if so will be deemed to be received when delivered unless such delivery is not made on a Business Day in which event, it will be deemed to be received by the recipient on the following Business Day), or mailed by prepaid registered mail in any Canada Post Office (and if so will be deemed to be delivered on the fourth Business Day following such mailing, except that, in the event of interruption of mail service notice will be deemed to be delivered only when actually received by the party to whom it is addressed or e-mailed (and if so will be deemed to be received when e-mailed unless the e-mail is sent after 5:00pm on a Business Day or on a day which is not a Business Day), so long as the notice is addressed as follows:

To the Grantor at:

Tiger Bay Development Corporation
P O Box 195
27154 Highway 99

Britannia Beach, B.C.
V0N 1J0

Attention: Tony Petricevic
Email address: tony@southbritannia.com

To SLRD at:

Squamish-Lillooet Regional District
Box 219, 1350 Aster Street
Pemberton, B.C.
V0N 2L0

Attention: •
Email address: •

or to such other address of which a party from time to time notifies in writing the other party.

7.2 Runs with the Lands.

The covenants contained in this Agreement will run with and bind the Lands until discharged in accordance with this Agreement.

7.3 No Liability.

The parties agree that neither the Grantor, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Grantor or its successors in title, as the case may be, ceases to be the registered or beneficial Grantor of the Lands; provided, however, the Grantor or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial Grantor of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Grantor or any successors in title, as the case may be, ceased to be the registered or beneficial Grantor of the Lands.

7.4 No Compensation.

The Grantor acknowledge and agree that no compensation is payable, and the Grantor are not entitled to and will not claim any compensation from SLRD, for any decrease in the market value of the Lands or for any obligations on the part of the Grantor and their successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.5 Assignment of Rights.

SLRD, upon prior written notice to the Grantor, may assign or license all or any part of this Agreement or any or all of SLRD's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities, services or utilities.

7.6 Severability.

If any article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

7.7 Priority.

The Grantor agree to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against title to the Lands at the instance of SLRD, whether in favour of SLRD or otherwise; and
- (c) which SLRD has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

7.8 No Fettering and No Derogation.

Nothing contained or implied in this Agreement will fetter in any way the discretion of SLRD or the Council of SLRD. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Grantor under any other agreement with SLRD or, if SLRD so elects, prejudice or affect SLRD's rights, powers, duties or obligation in the exercise of its functions pursuant to the Local Government Act, as amended or replaced from time to time, or act to fetter or otherwise affect SLRD's discretion, and the rights, powers, duties and obligations of SLRD under all public and private statutes, bylaws, orders and regulations, which may be, if SLRD so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor and SLRD.

7.9 Equitable Relief.

The Grantor covenants and agrees that in addition to any remedies which are available under this Agreement or at law, SLRD will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Grantor under this Agreement. The Grantor acknowledges and agrees that no failure or delay on the part of SLRD to exercise any right under this Agreement will operate as a waiver by SLRD of such right.

7.10 No Waiver and Remedies.

The Grantor and SLRD acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver

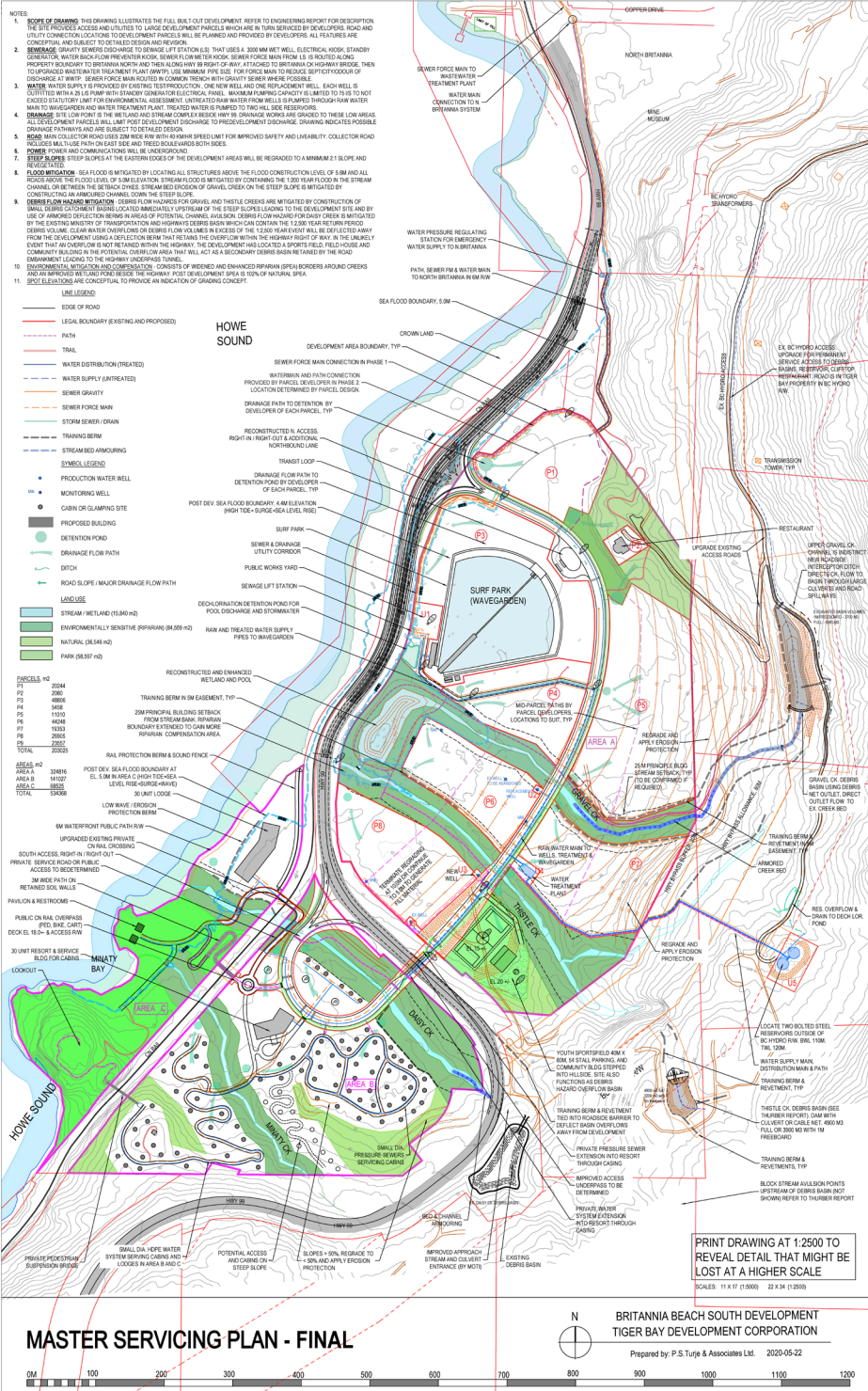
thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

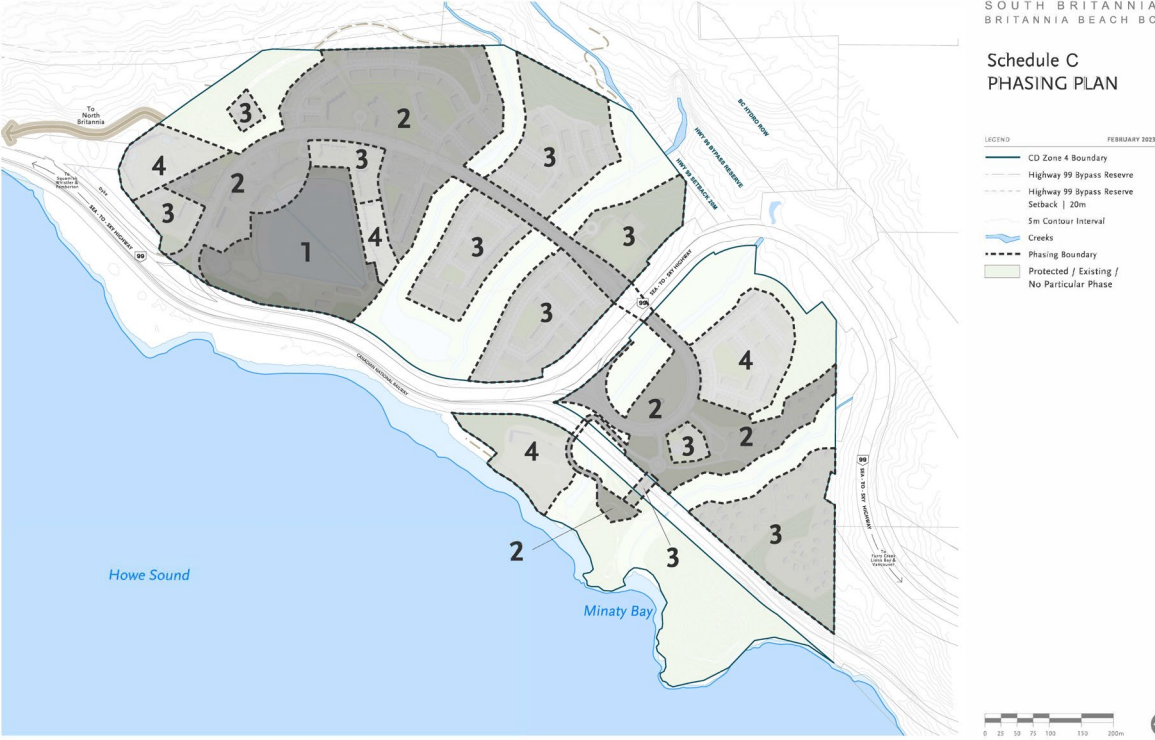
**SCHEDULE A
THE LANDS**

1. Parcel Identifier: 006-646-921, Lot A Except: Part Dedicated Road on Plan BCP25632 District Lot 2001 and 7035 Group 1 New Westminster District Plan 20309;
2. Parcel Identifier: 010-025-715, District Lot 2933 Group 1 New Westminster District Except Firstly: Portion in Highway Plan 76 Secondly: Part on Statutory Right of Way Plan LMP9997 Thirdly: Portion Dedicated Road on Plan LMP17053, Fourthly: Part on Plan BCP29233;
3. Parcel Identifier: 010-025-677, District Lot 2617 Group 1 New Westminster District;
4. Parcel Identifier: 010-025-901, Parcel 1 (Reference Plan 4878) of District Lot 2001 Group 1 New Westminster District Except Part on Plan 21576;
5. Parcel Identifier: 010-025-952, Parcel 1 (Reference Plan 4878) of District Lot 1583 Group 1 New Westminster District Except Part on Plan 21576;
6. Parcel Identifier: 010-025-634, All That Portion coloured red on Plan annexed to Crown Grant deposited with 231087L of District Lot 4009 Group 1 New Westminster District Except those Portions lying within the limits of District Lots 1583 and 2001;
7. Parcel Identifier: 010-025-812, The East 1/2 of District Lot 1981 Group 1 New Westminster District;
8. Parcel Identifier: 010-025-863, District Lot 1970 Group 1 New Westminster District Except those Portions lying within the boundaries of District Lots 1583 and 2001;
9. Parcel Identifier: 010-025-774, District Lot 4012 Group 1 New Westminster District Except Portions Dedicated Road on Plan LMP17053;
10. Parcel Identifier: 010-025-782 District Lot 1889 Group 1 New Westminster District;
11. Parcel Identifier: 010-025-766, District Lot 4008 Group 1 New Westminster District Except: Firstly: Part on Highway Plan 76, Secondly: Part on Plan BCP29235;
12. Parcel Identifier: 010-025-740, District Lot 4005 Group 1 New Westminster District Except Firstly: Portion Dedicated Road on Plan LMP17054, Secondly Part on Plan BCP29234;
13. Parcel Identifier: 010-026-151, District Lot 1583 Group 1 New Westminster District Except: Firstly; Part in Reference Plan 4390, Secondly; Part in Reference Plan 4878, Thirdly; Part on Plan 21576, Fourthly; Part shown as 8.31 acres on Highway Plan 76 Fifthly; Part shown as 0.08 Acres on Highway Plan 76, Sixthly: Portion on Plan BCP29232; and
14. Parcel Identifier: 010-077-227, Lot A, Except Part Dedicated Road on Plan BCP28651, District Lots 1583, 2001 and 7034 Plan 21576.

SCHEDULE B MASTER SERVICING PLAN



SCHEDULE C PHASING PLAN



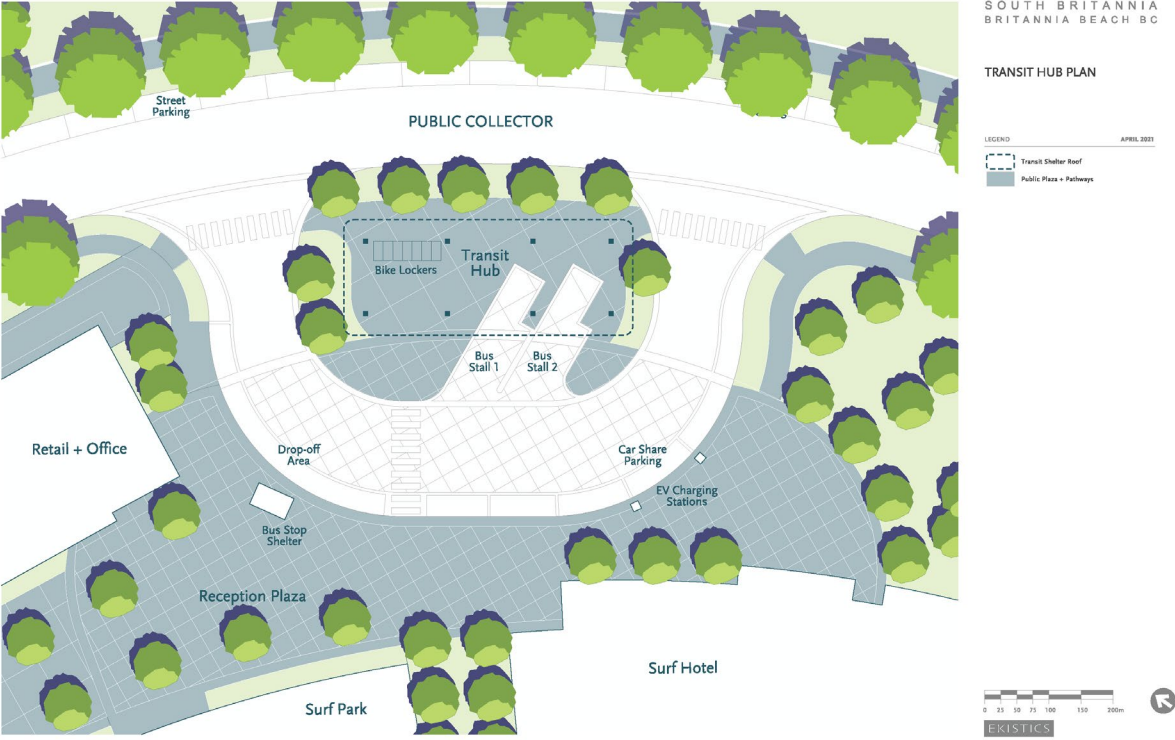
SCHEDULE D SKETCH PLAN



SCHEDULE E TRAILS PLAN



SCHEDULE F TRANSIT HUB CONCEPT



**SCHEDULE G
AFFORDABLE HOUSING FRAMEWORK**

1. The Owner will provide 150 non-market housing units restricted by a Housing Agreement approved by bylaw through the SLRD bylaw approvals process, which will not be unduly withheld.
2. Non-market housing will consist of housing units with rental rates below 30% of the median household income for Area D of the SLRD and may include a mix of the following housing forms:
 - Subsidized Rental Housing – Likely delivered in conjunction with BC Housing and/or the Canadian Mortgage and Housing Corporation to provide subsidized housing.
 - Workforce Rental Housing – Small apartment and co-living housing forms designed and restricted housing to accommodate employees of businesses operating in Area D generally and businesses or institutions operating in Britannia Beach. The workforce housing will reflect employee housing needs of the community as specified at the time of the Housing Agreement.
 - Co-operative/Micro-Apartment Rental Housing – Innovative housing forms with an emphasis on shared facilities for an affordable housing alternative.
3. The allocation, type, and location of the affordable housing units will be determined through the Housing Agreement negotiations, with specific reference to the SLRD's most recent Housing Needs Assessment for Area D and an assessment of the housing needs generated by the South Britannia neighbourhood.

**SCHEDULE H
SERVICING AGREEMENT**

TERMS OF INSTRUMENTS – PART 2

SERVICING AGREEMENT

THIS AGREEMENT made [month, day, year].

BETWEEN:

The Squamish-Lillooet Regional District
(the "**Regional District**")

AND:

[*name of owner*]
(the "**Owner**")

WHEREAS:

- A. The Owner is the registered owner of those lands in the Squamish-Lillooet Regional District legally described as:

_____ [*legal description*]
(the "Lands");

- B. The Squamish-Lillooet Regional District, Electoral Area D, Subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002 (the "**Bylaw**") requires the provision of various works and services upon the subdivision or development of land and regulates the standards to which such works and services must be constructed and installed;

- C. The Owner has applied to subdivide or develop the Lands and has under s. 509 of the *Local Government Act*, R.S.B.C., 2015, c.1 requested the Regional District to enter into this Agreement in order to enable the approving officer or building inspector to approve the subdivision or development before the construction and installation of all works and services to the standards required by the Bylaw including the correction of defects and deficiencies during the maintenance period.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and in consideration of the Regional District entering into this Agreement to allow the construction and installation of the works and services after the approval of the subdivision or development of the Lands, the Owner covenants and agrees with the Regional District as follows:

1. In this Agreement:
- (a) "**Complete**" or "**Completion**" with respect to the Works means completion to the satisfaction of the Manager of Utilities of the Regional District evidenced by the Manger of Utilities' certificate under section 10(b);

- (b) **"Manager of Utilities"** means the Manager of Utilities and Community Services of the Regional District and his or her duly authorized assistants and such consulting or professional engineers as may be appointed to act for the Regional District;
 - (c) **"Owner's Engineer"** means the professional engineer, experienced in municipal engineering and land development hired by the Owner to undertake design, cost estimates, inspection, testing and record keeping for the Works.
 - (d) **"Works"** means all those works and services required to be provided under the Bylaw and without limitation, those works and services described in Schedule A and Schedule B to this Agreement.
2. The Owner covenants and agrees:
- (a) to install, construct and complete the Works;
 - (b) to pay to the Regional District in advance upon execution of this Agreement all fees required in connection with subdivision or development;
 - (c) as security for the due and proper performance by the Owner of all of the covenants, agreements and obligations of the Owner in this Agreement, the Owner has deposited with the Regional District either by cash or letter of credit the sum of \$ [amount] (the **"Deposit"**) representing the greater of 110% of the cost of the remaining works to be completed at the time of entering into this agreement or 15% of the total cost of the Works required for the subdivision or development where the cost, as estimated in detail by the Owner's Engineer and accepted by the Manager of Utilities, includes engineering, inspection, testing, construction and installation of the Works including any charges by the Regional District in that connection, and all taxes;
 - (d) that the Deposit, less the amount required by section 6 to be maintained, will only be returned to the Owner upon completion of the Works in accordance with section 16; and
 - (e) that no interest on the Deposit shall be paid to the Owner.
3. In carrying out the Works the Owner covenants and agrees:
- (a) not to commence the construction or installation of the Works without first obtaining a signed Permission to Construct form (Schedule B) from the Manager of Utilities and advising the Manager of Utilities in writing at least five days before commencement;
 - (b) to construct, install and complete the Works in accordance with the designs, specifications and drawings approved for construction by the Manager of Utilities as set out in Schedule B (the approved works as indicated in the duly authorized Permission to Construct form) and in conformance with the Bylaw;

- (c) to obtain the prior written approval of the Manager of Utilities for any changes to the approved works as indicated in the duly authorized Permission to Construct form;
 - (d) to comply with any changes to the Approved Works required by the Manager of Utilities as necessary to satisfy him or her that the Works will function and operate in a manner satisfactory to the him or her;
 - (e) to pay the cost of all necessary connections of the Works to Regional District water distribution, storm drainage and sewerage systems;
 - (f) not to damage any Regional District works, services or property, or remove, alter or destroy any survey pins, posts or monuments, and if in default to replace, repair and restore any damage of whatever nature to the satisfaction of the Manager of Utilities;
 - (g) to comply with all statutes, laws, regulations and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Regional District;
 - (h) to not deposit or permit the deposit of any material or debris upon any highways or Regional District lands;
 - (i) to retain the Owner's Engineer at all times to undertake design, cost estimates, inspection, testing and record keeping duties as described in the commitment by Owner and Engineer required by the Bylaw;
 - (j) to advise the Manager of Utilities of the name and address of the Owner's Engineer and to ensure that the Owner's Engineer maintains professional liability and errors and omissions insurance of not less than \$1,000,000 per occurrence or claim with a maximum deductible of \$5,000 during the term of his or her engagement. The Owner's Engineer shall provide proof of such insurance before the Owner commences the construction and installation of the Works;
 - (k) not to employ any person or contractor in the construction of the Works who, in the reasonable opinion of the Manager of Utilities is unfit, incapable or unskilled, and at all times, in connection with the execution of the Works, to employ and keep on site a competent general works superintendent capable of speaking, reading and writing the English language; and
 - (l) not to engage any contractor in respect of the Works unless that contractor holds a valid and subsisting business license issued by the Regional District.
4. The Owner shall prosecute the Works diligently without interruptions and shall complete the construction and installation of the Works by [month, day, year].
5. Upon completion of the Works, the Owner covenants and agrees:
- (a) to assign to the Regional District, free and clear of all encumbrances, all of its right, title and interest in and to those Works that are to be owned and operated by the Regional District;

- (b) to grant or cause to be granted to the Regional District in registerable form all statutory rights-of-way reasonably required by the Manager of Utilities for the operation, maintenance, repair and replacement of the Works, on such terms as are satisfactory to the Manager of Utilities;
 - (c) to execute and deliver or cause to be executed and delivered at the request of the Regional District all such further transfers, instruments, agreements, documents and plans and to perform all such acts as may be necessary to give full effect to this Agreement; and
 - (d) to deliver to the Regional District record drawings, disks, service record cards and operation and maintenance manuals as required by and in a form satisfactory to the Manager of Utilities.
6. The Owner covenants and agrees to:
- (a) maintain the Works in complete repair for a period (the "**Maintenance Period**"), of one year from the date of commencement or until, for works within a Subdivision, the Subdivision plan has been registered in the Land Title office whichever is later. The date of commencement will be stated on the Certificate of Completion except that the Maintenance Period for any deficiencies or defects which are corrected after the Certificate of Completion is issued will commence from the time the Manager of Utilities accepts such completion or remedial work;
 - (b) remedy any defects or deficiencies appearing prior to or during the Maintenance Period, make good all defects, imperfections, damage and settlement, regardless of cause, save and except for defects caused by reasonable wear and tear, pay for any damage to other work or property resulting therefrom and notify the Manager of Utilities when they have been corrected; and
 - (c) keep deposited with the Regional District the sum of 5% of the total cost of the Works required for the subdivision or development as calculated in accordance with Section 2(c) until the Certificate of Completion has been issued and record drawings, disks, service record cards and Operation and Maintenance Manuals have been submitted to the satisfaction of the Manager of Utilities, and, thereafter, 5% of the cost of the entire project until a Certificate of Acceptance has been issued by the Manager of Utilities.
7. The Owner shall release, and does hereby indemnify and save the Regional District harmless from and against:
- (a) all costs, expenses, damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from the construction or installation of the Works and any injury or damage thereby caused to person or property (including death) except that arising from the exclusive negligence or other fault of the Regional District;
 - (b) all costs and expenses incurred by the Regional District arising directly or indirectly from any engineering operation, construction, repair, replacement or maintenance by the Regional District to or on any real or personal property which is affected by the Works and which the Regional District

either owns or is by duty or custom obliged, directly or indirectly to construct, repair, replace or maintain; and

- (c) all expenses and costs incurred by reason of liens for nonpayment of labour or material, workers' compensation assessments, unemployment insurance, federal or provincial tax, check off in relation to Works and for unlawful encroachments by the Works.
8. The Owner shall take out and maintain at all times from commencement of construction and installation of the Works until the Manager of Utilities issues a Certificate of Acceptance, insurance at its sole expense against claims for bodily injury including death and property damage or loss arising from its operations in or about the Lands, highways or other lands in carrying out the construction and installation of the Works and in performing its obligations under this Agreement. Such insurance shall include comprehensive general bodily injury and property damage liability coverage covering premises and operations liability, contingency liability with respect to operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned and non-owned units. Such insurance shall name the Regional District as a co-insured and shall contain a cross-liability or severability of interest clause so that the Regional District and the Owner may be insured in the same manner and to the same extent as if individual policies had been issued to each. Such insurance shall be for the amount of not less than \$5,000,000 for each occurrence of bodily injury or property damage and any property damage deductible shall not exceed \$2,500 per occurrence. The Owner shall provide to the Manager of Utilities proof in writing of such insurance before commencing the Works and again before the issuance of any Certificate of Completion. The policy of insurance shall contain a provision requiring the insurer to give to the Regional District 30 days prior written notice before any alteration of or cancellation of the policy shall be effective and shall name the Regional District and its officials and employees as an additional insured.
9. The Owner acknowledges and agrees that the Owner relies exclusively on the Owner's Engineer and contractor and that the Regional District does not, by its approvals, inspections or acceptance of the Works, warrant or represent that the Works are without fault or defect and that all approvals and inspection of the Works given or made by the Regional District are for the sole benefit of the Regional District and shall in no way relieve or excuse the Owner from constructing and installing the Works in strict compliance with the provisions of this Agreement.
10. The Regional District covenants and agrees that;
- (a) it will permit the Owner to perform the Works on the terms and conditions contained in this Agreement and to occupy Regional District lands as necessary for the Works subject to such terms and conditions in any case and from time to time as the Manager of Utilities may impose;
 - (b) the Manager of Utilities will issue a Certificate of Completion when the Works are completed and record drawings and disks and service record cards and operation and maintenance manuals have been submitted in accordance with the Bylaw and to his satisfaction, and all other requirements of this Agreement have been met, save and except the requirements of section 6; and

- (c) upon the satisfactory completion by the Owner of all the covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the maintenance of the Works constructed under this Agreement in complete repair in accordance with Section 6, it shall provide to the Owner a Certificate of Acceptance of the Works, signed by the Manager of Utilities.
11. Nothing in this Agreement shall exempt the Owner from the ordinary jurisdiction of the Regional District, its bylaws and regulations, and without limitation the construction of the Works shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other fee or charge, except as statutorily required.
12. Pursuant to s. 219 of the Land Title Act, R.S.B.C. 1996, c.250, the Owner covenants that no buildings or structures, except the Works, shall be placed, built or constructed upon the Lands until the Manager of Utilities has issued to the Owner the Certificate of Completion provided for in section 10(b) of this Agreement. All amounts of money due and owing to the Regional District from the Owner as provided for in this Agreement and without limiting the generality of the foregoing due and owing under section 15 of this Agreement shall constitute a rent charge charging the Lands.
13. Any letter of credit provided by the Owner to the Regional District shall be a clean, unconditional and irrevocable letter of credit in favour of the Regional District drawn on a Canadian chartered bank or such other financial institution satisfactory to the Manager of Utilities. Such letter of credit shall be maintained as good and valid security by the Owner at all times as required by this Agreement. The letter of credit shall contain a provision that it shall be deemed to be automatically extended, without amendment, for one year from the present or any future expiry date thereof.
14. The Regional District may consent to a reduction in the amount of the Deposit from time to time. The reduction will be a maximum of 85% of the value of the work completed. Credit will only be given for work for which the Owner's Engineer has submitted acceptable test results to the Manager of Utilities. The value of the work completed will be calculated in the manner described in section 2(c) on the basis of detailed progress reports certified by the Owner's Engineer. The Deposit may not be reduced below 15% of the total cost of the Works required for the subdivision or development before the Manager of Utilities issues a Completion Certificate and then only in accordance with section 6(c). Reductions will not be approved more frequently than once per month. Reductions will not be made if the Owner is indebted to the Regional District in connection with the subdivision or development.
15. If the Owner shall fail to observe, perform or keep any of the provisions of this Agreement to be observed, performed or kept by the Owner, the Regional District may at its sole discretion and without prejudice to any other remedy rectify the default of the owner, at the Owner's expense and without limiting the generality of the foregoing may:
- (a) enter onto the Lands and do or cause to be done through its servants, contractors and others, all such things as may be required to fulfill the obligations of the Owner including without limitation, the completion of the Works; or

- (b) make any payments required to be made for and on behalf of the Owner;
- and for such purposes may without notice or limitation deduct from the Deposit all costs, and expenses incurred, payment and expenditures made, and monies due and owing to the Regional District.
16. If the Regional District incurs any costs and expenses or makes payments as provided in section 14 of this Agreement or otherwise in this Agreement, or if the Owner is otherwise indebted to the Regional District under this Agreement, and the Deposit is not sufficient to fully recompense the Regional District, the Owner shall forthwith upon notice from the Regional District pay to the Regional District the amount of such deficiency together with interest thereon at [*percentage*] % per annum calculated and compounded monthly from the date such cost or expense was incurred or payment or expenditure was made by the Regional District. Such amounts required to be paid by the Owner shall constitute a debt due and owing to the Regional District and shall charge the Lands under section 12.
17. Wherever in this Agreement the approval of the Manager of Utilities is required or some act or thing is to be done to the satisfaction of the Manager of Utilities:
- (a) such provisions shall not be deemed to have been fulfilled or waived unless the approval or expression of satisfaction is in writing signed by the Manager of Utilities and no prior approval or expression of satisfaction and no condoning, excusing or overlooking by the Regional District or the Manager of Utilities on previous occasions when such approval or satisfaction was required shall be taken to operate as a waiver of the necessity for such approval or satisfaction wherever required by this Agreement; and
- (b) such approval or satisfaction shall be at the discretion of the Manager of Utilities acting reasonably in conformance with sound and accepted public municipal engineering practice.
18. Unless otherwise expressly provided in this Agreement, wherever the Owner is obliged or required to do or cause to be done any act matter or thing such act, matter or thing shall be done by the Owner at its sole expense.
19. Any notice to be given under this Agreement shall be in writing, and any letter may be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice shall be the addresses set out in this Agreement. Any party may at any time give notice in writing to another of any change of address and from and after the third day after the giving of such notice the address specified shall be deemed to be the address of such party for the giving of notice.
20. The Owner agrees that all bylaws of the Regional District adopted under Part 14 of the *Local Government Act*, as amended shall have effect in respect of the Lands and the subdivision or development of the Lands, provided that they are adopted before commencement of the construction and installation of the Works, The Owner agrees that to the extent that such bylaws modify, alter or add to the requirements or standards for works and services of the type constituting the Works, the Owner shall comply with such modifications, alterations or additions in constructing, installing and carrying out the Works. The Owner shall not, for the purpose of this

section 20, have been deemed to commence construction of the Works until five days after the notice required by section 3(a) of this Agreement.

21. The Regional District has made no representations, warranties, guarantees, promises, covenants or agreements to or with the Owner other than those in this Agreement.
22. Subject only to section 3(d) of this Agreement, no amendment to this Agreement is valid unless in writing and executed by the parties.
23. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.
24. If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.
25. Time is of the essence in this Agreement.
26. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

SCHEDULE A- [WORKS AND SERVICES CHECKLIST]

SCHEDULE B - [DESIGN AND SPECIFICATIONS]

**SCHEDULE I
STATUTORY RIGHT OF WAY/MAINTENANCE COVENANT (PUBLIC ACCESS TO
AMENITIES/PUBLIC CIRCULATION)**

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT - PUBLIC PASSAGE

THIS AGREEMENT is dated for reference •, 2023 and is made between the Transferor, the Transferee and • (in respect of priority only).

WHEREAS:

- A. The Transferor is the registered owner of the following land in the Province of British Columbia:

Parcel Identifier •

(together the "**Lands**")
- B. The Transferee is Squamish-Lillooet Regional District ("**SLRD**");
- C. The Transferee wishes to be able to access, for itself and all members of the public, a public [walkway/path/trail] developed and maintained in perpetuity over the Lands.
- D. The Transferor has agreed to grant a Statutory Right of Way on the terms hereinafter set forth.
- E. It is necessary for the operation and maintenance of the Transferee's undertaking of a public pedestrian [walkway/path/trail] for the enjoyment and recreation of the general public (the "**Public Walkway**") that a right of way be established in accordance with this document.
- F. The Transferor has also agreed to grant to the Transferee a covenant pursuant to section 219 of the *Land Title Act* under which the Transferor agrees to maintain the Public Walkway in perpetuity.

THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

1. STATUTORY RIGHT OF WAY

- 1.1 Pursuant to Section 218 of the *Land Title Act*, the Transferor does hereby grant, convey, confirm and transfer, in perpetuity, to the Transferee, its successors and assigns, and all of its employees, agents, servants, licensees and invitees including all members of the public who might so desire, at all times by day or night, for the purpose of a Public Walkway, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way, to enter, use, go, return, pass over and across the Lands (the "**Right of Way**").

- 1.2 The Transferor will permit the Transferee and every member of the public to peaceably hold and enjoy the rights hereby granted, provided however that notwithstanding the foregoing the Transferor and those claiming authority through the Transferor, and their respective agents may bar entry to or eject from the Lands any person who:
- (a) smokes cigarettes or other substances;
 - (b) acts in a manner disruptive to the business operations of the tenants in the buildings on the Lands;
 - (c) acts in a disorderly or offensive manner, or interferes with, threatens or obstructs any other person, appears intoxicated or commits or appears to commit an illegal act
 - (d) acts in a manner that damages or poses a threat to damage any landscaping or improvements on the Lands or presents a threat to or threatens the safety or security of others;
 - (e) loiters or appears to be asleep or unconscious or erects a tent, shelter or other type of structure or accommodation; or
 - (f) otherwise creates a nuisance.

2. SECTION 219 RETRICTIVE COVENANT

[NOTE: The responsibility for maintenance will be determined at the time the agreement is entered into.]

- 2.1 [As a covenant pursuant to Section 219 of the Land Title Act] the Transferor/Transferee agrees to maintain, repair and replace the Public Walkway in perpetuity, at the Transferor/Transferee 's sole cost, so that the Public Walkway is maintained in a good state of repair and a safe condition, and is open and available for the recreational use and enjoyment of members of the public at all times for the purpose of a Public Walkway.
- 2.2 The Transferor/Transferee shall indemnify and save harmless the Transferee/Transferor 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/Transferor or which the Transferee/Transferor incurs as a result of any loss or damage or injury, arising out of or connected with the breach of the covenant in section 2.1 of this Agreement except where such loss or damage or injury is caused by the negligence of the Transferee/Transferor.

3. GENERAL

- 3.1 The grants of rights of way hereinbefore set forth will be subject to the right of the Transferor to close or interfere with the Lands on a temporary basis, at the following times:
- (a) for the correction of unsafe conditions at times of emergency, without notice to the Transferee; and

- (b) during periods of inspection, repair or replacement of the Public Access Area, upon providing no less than 48 hours' notice to the Transferee.
- 3.2 The Transferor may make, amend and rescind reasonable rules and regulations governing, restricting or affecting the manner in which *inter alia*, the Lands or any part or parts thereof may be used or enjoyed (the "**Rules and Regulations**"), and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such Rules and Regulations, provided that, for certainty, such Rules and Regulations must not unreasonably restrict, impede or hinder access to and use of the Right of Way, for the purposes referred to in Paragraph E on page 6 of this Agreement, by the Transferee and all others entitled to use the Right of Way pursuant to section 1.1 of this Agreement.
- 3.3 The Transferor and the Transferee agree that prior to the subdivision of the Lands, the Transferor shall, at its sole cost and expense, cause a British Columbia Land Surveyor to prepare an explanatory or reference plan of statutory right of way in registrable form defining the actual as-built boundaries (to the extent that the Public Walkway is constructed at such time) of the Public Walkway as constructed (the "**Specific Right of Way Area**") and the Transferor shall prepare and deliver to the Transferee and the Transferee shall execute and deliver to the Transferor a statutory right of way and section 219 covenant which replaces this Agreement in order to restrict the area of the Statutory Right of Way and Section 219 Covenant to the Specific Right of Way Area but in all other respects containing the same terms and conditions of this Agreement. Upon registration of the replacement statutory right of way and section 219 covenant in the Land Title Office in priority to all financial charges, the Transferee shall execute and deliver a discharge of this Agreement in registrable form.
- 3.4 The Transferor and the Transferee agree that enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this 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 or prevent or restrain the breach of any provision of this Agreement.
- 3.5 At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 3.6 This Agreement does not
- (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law in relation to the Transferor or the Lands all of which may be exercised or enforced by the Transferee as if this Agreement did not exist,
 - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
 - (c) relieve the Transferor from complying with any public or private enactment, including in relation to the use or subdivision of the Lands.
- 3.7 Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the

Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.

- 3.8 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 Lands subject only to the rights and restrictions herein contained.
- 3.9 If the Transferor is in breach of any provision of this Agreement by constructing any buildings, structures or improvements over the Right of Way, the Transferee may but is under no obligation to remove any buildings, structures or improvements placed without consent, at the expense of the Transferor.
- 3.10 The covenants herein shall be covenants running with the Lands upon which the Right of Way is situated and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall have an interest, but that the Lands, nevertheless, shall be and remain at all times charged herewith.
- 3.11 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 3.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and their heirs and administrators respectively.
- 3.13 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.

CONSENT AND PRIORITY AGREEMENT

WHEREAS • (the "**Chargeholder**") is the holder of the • (the "**Charge**") encumbering the lands and premises (the "**Lands**") described in item 2 of the *Land Title Act* (British Columbia) Form C attached hereto, which was registered in the Vancouver Land Title Office under number •.

Therefore this Consent and Priority Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration paid by Squamish-Lillooet Regional District (the "**Transferee**") to the Chargeholder.

The Chargeholder hereby consents to the granting and registration of the Statutory Right of Way and Section 219 Covenant attached hereto (the "**SRW**") and the Chargeholder hereby agrees that the SRW shall be binding upon its interest in and to the Lands.

The Chargeholder hereby grants to the Transferee priority for the SRW over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the SRW as if the SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* (British Columbia) Form C or D above which is attached hereto and forms part of this Agreement.

**SCHEDULE J
STATUTORY RIGHT OF WAY – UTILITIES**

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY - UTILITIES

WHEREAS:

- A. The Grantor is the registered owner of:
- PID •
- (the "**Grantor's Lands**");
- B. The Grantee is Squamish-Lillooet Regional District;
- C. The Grantor has agreed to grant this Statutory Right of Way for the Grantee's installation, operation and maintenance of a system of sanitary sewer works including all appurtenant pipes, valves, fittings, pump stations, lift stations and other facilities [**to be amended as appropriate**] (the "**Works**");
- D. This Right of Way is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1. The Grantee, its employees, workers, contractors and agents, may:
- (a) excavate for, lay down, construct, bury and maintain the Works, in, under and across that portion of the lands described as:

That part of the Grantor's Lands outlined in bold on Statutory Right of Way Plan EPP•, a copy of which is attached as Schedule A (the "**Right of Way Area**");
 - (b) use the Works for the passage or conveyance of sewage [**to be amended as appropriate**] across, in and under the Right of Way Area;
 - (c) from time to time, repair, reconstruct and replace the Works.
2. This grant is made pursuant to the provisions of section 218 of the *Land Title Act*, RSBC 1996 Chapter 250.
3. The Grantee, its employees, workers, contractors and agents may enter into and upon the Right of Way Area with or without vehicles and equipment at any reasonable time for the purposes referred to in section 1.

4. Where the Grantee has entered into and upon the Right of Way Area, the Grantee, at its own expense, shall make good any damage or disturbance which may have been caused to the surface of the Right of Way Area by its work.
5. The Grantor covenants not to erect any building, structure or obstruction on the Right of Way Area without the prior written consent of the Grantee's Director of Planning and Development (the "**Director**"). In considering whether to grant such consent, the Director shall consider:
 - (a) the Grantee's requirements for access to the Works for maintenance, operational and replacement purposes;
 - (b) the risk of damage to the Works resulting from the erection of the proposed building, structure or obstruction on the Right of Way Area; and
 - (c) whether the building, structure or obstruction is required to be provided under the terms of the Development Agreement between the Grantee and Tiger Bay Development Corporation dated • (the "**Development Agreement**").
6. Where the Grantor, in breach of the covenant not to obstruct the Right of Way Area, erects any building, structure or obstruction, without the prior written consent of the Director, the Grantee shall be at liberty to remove the obstruction at the expense of the Grantor.
7. In spite of any rule of law or equity to the contrary, the Works shall at all times remain the property of the Grantee, even if the Works are annexed or affixed to the Grantor's Lands, and the Works shall at any time and from time to time be removable in whole or in part by the Grantee.
8. In the event that the Grantee abandons the Works or any part of them, the Grantee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Grantor.
9. The covenants contained in this Agreement bind the Grantor and its successors in title to the land comprising the Right of Way Area.
10. Upon any subdivision of the Grantor's Lands, this Agreement shall be read and construed as a number of agreements such that the owner of any lot created by such subdivision is liable for a breach of the relevant agreement only to the extent that it relates to the lot owned by such owner.
11. Without limiting the circumstances under section 5 in which the Director may refuse consent, this Agreement is to be read and construed in light of the terms of the Development Agreement.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

**SCHEDULE A
STATUTORY RIGHT OF WAY AREA**

CONSENT AND PRIORITY AGREEMENT

WHEREAS • (the "**Chargeholder**") is the holder of the • (the "**Charge**") encumbering the lands and premises (the "**Lands**") described in item 2 of the *Land Title Act* (British Columbia) Form C attached hereto, which was registered in the Vancouver Land Title Office under number •.

Therefore this Consent and Priority Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration paid by Squamish-Lillooet Regional District (the "**Transferee**") to the Chargeholder.

The Chargeholder hereby consents to the granting and registration of the Section 219 Statutory Right of Way attached hereto (the "**SRW**") and the Chargeholder hereby agrees that the SRW shall be binding upon its interest in and to the Lands.

The Chargeholder hereby grants to the Transferee priority for the SRW over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the SRW as if the SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* (British Columbia) Form C or D above which is attached hereto and forms part of this Agreement.

**SCHEDULE K
FLOOD PROTECTION AND SAFE USE COVENANT**

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT (Flood Protection & Safe Use)

THIS COVENANT dated for reference the _____ day of _____, 202__

BETWEEN:

•

(the "**Owner**")

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

PO Box 219, 1350 Aster Street
Pemberton, BC VON 2L0

(the "**District**")

WHEREAS:

A. The Owner is the owner in fee simple of land legally described as:

•

(the "**Land**");

B. The District's considers that the Land is subject to the risk of flooding, erosion, or land slip and has required that, prior to any construction on the Land the Transferor must:

(a) provide the District or the District's building inspector with a report or reports certified by a professional engineer or geoscientist experienced in geotechnical engineering (a "**Qualified Professional**"), that the Land may be used safely for the use intended; and

(b) cause to be registered against title to the Land any covenant required by the District or the District's building inspector pursuant to section 56 of the *Community Charter* (British Columbia), or any statutory provision that may from time to time replace it;

C. The Owner has provided the District with the report prepared by • dated • (the "**Engineer's Report**"), which report, is attached to this Agreement as Schedule A, and has agreed to provide the District with any further reports of a Qualified Professional, as required by the District or the District's building inspector, or as necessary from time to time, certifying that the Land may be used safely for the uses to which the Engineer's Report or further reports relate; and

- D. The Owner acknowledges that it is in the public interest that the development, subdivision, and use of the Land be limited and wishes to grant this covenant and indemnity to the District under section 219 of the *Land Title Act* (British Columbia).

THIS AGREEMENT is evidence that, in consideration of the sum of one dollar paid by the District to the Owner, the receipt and sufficiency of which the Owner acknowledges, the Owner and the District agree as follows:

1. The Owner shall not construct upon, use, or further subdivide the Land or permit the construction upon, use, or further subdivision of the Land unless:
 - (a) such construction, use, or further subdivision is in strict accordance with the Engineer's Report; and
 - (b) the Owner has caused to be registered against title to the Land any covenant required by the District's Building Inspector pursuant to section 56 of the *Community Charter*, or any statutory provision that may from time to time replace it.
2. The Owner shall reimburse the District for any expenses that it may incur as a result of a breach of section 1 by the Owner, on a solicitor and own client basis in the case of expenses for legal services.
3. The Owner releases the District and shall indemnify and save harmless the District and its directors, officers, employees and agents from any claim of any nature by the Owner or any other person, that may be made against the District or its directors, officers, employees or agents in connection with the breach by the Owner of the covenants in this Agreement, the issuance of the building permit contemplated by this Agreement, or the use or development of the Land, if such claim arises from the flooding and/or other natural hazards of the Land.
4. The Owner shall comply with all requirements of this Agreement at its own cost and expense.
5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
6. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to anyone, or obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, except that nothing in this section shall affect the contractual rights and obligations of the parties hereto under this Agreement.
7. This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.

8. This Agreement does not
 - (a) affect or limit the discretion, rights or powers of the District under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Land, or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land,

and the Owner covenants and agrees to comply with all such enactments with respect to the Land.

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* (British Columbia) in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which the Land is subdivided by any means and any parcel into which the Land is consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Owner's cost, to burden and charge any land consolidated with the Land.
10. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
11. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
13. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
14. Time is of the essence of this Agreement.
15. This covenant is not intended to create a partnership, joint venture, or agency between the Owner and the District.
16. Any notice or other communication required or contemplated to be given or made by any provision of this Covenant must be given or made in writing and delivered personally (and if so must be deemed to be received when delivered if delivered on a business day prior to 4 p.m. and otherwise on the next business day) so long as the notice is addressed as follows:

If to the Owner,

•

If to the District,

P.O. Box 219
Pemberton, BC
VON 2LO

or to such other address of which a party hereto from time to time notifies the other party in writing.

17. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* (British Columbia) Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE A

CONSENT AND PRIORITY AGREEMENT

WHEREAS • (the "**Chargeholder**") is the holder of the • (the "**Charge**") encumbering the lands and premises (the "**Lands**") described in item 2 of the *Land Title Act* (British Columbia) Form C attached hereto, which was registered in the Vancouver Land Title Office under number •.

Therefore this Consent and Priority Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration paid by Squamish-Lillooet Regional District (the "**Transferee**") to the Chargeholder.

The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.

The Chargeholder hereby grants to the Transferee priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* (British Columbia) Form C or D above which is attached hereto and forms part of this Agreement.