

**AMENDED  
DISCLOSURE STATEMENT**

**SOUTHPOINT – PHASE 1B, STAGE 2 DEVELOPMENT**

Victoria, BC

DATE OF ORIGINAL DISCLOSURE STATEMENT: May 7, 2019

DATE OF PRIOR AMENDMENTS: Nil

DATE OF THIS AMENDMENT: JUNE 4, 2019

**NAME OF DEVELOPER: SOUTHPOINT PARTNERS LTD.**

**ADDRESS: 116-967 Langford Parkway, Victoria, BC V9B 0A5**

**ADDRESS FOR SERVICE: #101-797 Goldstream Avenue, Victoria, BC, V9B 2X5**

**REAL ESTATE BROKERS OF DEVELOPER:  
ROYAL LEPAGE COAST CAPITAL REALTY – #124-967 LANGFORD PARKWAY,  
VICTORIA, BC, V9B 0A5  
AND**

**PEMBERTON HOLMES - #150-805 CLOVERDALE AVENUE, VICTORIA, BC,  
V8X 2S9**

**DISCLAIMER**

**This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.**

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of**

**\_\_\_\_\_, (name(s) of purchaser(s)) who  
has/have confirmed that fact by initialling in the space provided here: \_\_\_\_\_**

## **AMENDED DISCLOSURE STATEMENT**

1. Section 6.1 of the Disclosure –Development Approval is deleted in its entirety and replaced with the following:

**"6.1 Development Approval**

The zoning applicable to the development property, Comprehensive Development 12 – South Skirt Mountain (CD12) Zone, permits the construction of the development. Preliminary Layout Approval was obtained on May 4, 2016 and was extended on May 2, 2017, further extended on November 3<sup>rd</sup>, 2017 and further extended on November 2<sup>nd</sup>, 2018."

2. Exhibit A –Preliminary Layout Approval, Statement of Conditions and Extension Letters is amended to further include the Third Extension Letter attached to this Amendment.

### Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

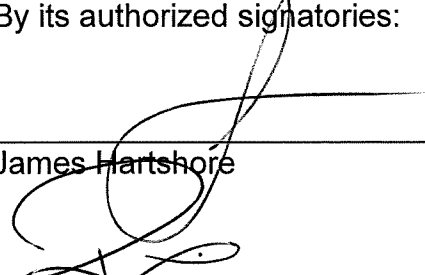
### Declaration


The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of

June 4, 2019.

#### **Southpoint Partners Ltd.**

By its authorized signatories:

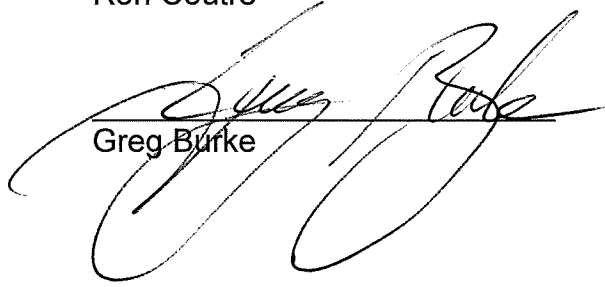
  
\_\_\_\_\_  
James Hartshore

  
\_\_\_\_\_  
Ron Coutre

All Directors in their personal capacity:

  
\_\_\_\_\_  
James Hartshore

  
\_\_\_\_\_  
Ron Coutre

  
\_\_\_\_\_  
Greg Burke



City of Langford  
[www.cityoflangford.ca](http://www.cityoflangford.ca)

2018-11-02

Ron Coutre  
Southpoint Partners Ltd.  
2477 Prospector Way  
Victoria BC V9B 2X6

Dear Sir:

**Subject: Third Extension of the Statement of Condition for SUB15-0028 - 2300 Bear Mountain Pkwy  
Extended to 4 November 2019**

This letter is to confirm that the Statement of Conditions for the proposed subdivision at 2300 Bear Mountain Parkway has been extended for six months to 4 November 2019. Please note, any changes stemming from updated bylaws over the past year are now applicable to this Statement of Conditions.

If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Dykstra".

Robert Dykstra  
Land Development Planner

**DISCLOSURE STATEMENT**

Filed May 7, 2019

**SOUTHPOINT – PHASE 1B, STAGE 2 DEVELOPMENT**

Victoria, BC

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\_\_\_\_\_, (name(s) of purchaser(s)) who  
has/have confirmed that fact by initialling in the space provided here: \_\_\_\_\_

### **RIGHT OF RESCISSION**

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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DEEMED RELIANCE  
DECLARATION  
SOLICITOR'S CERTIFICATE

EXHIBITS

Exhibit A	Preliminary Layout Approval – Statement of Conditions with Extension Letters
Exhibit B	Development Permit DP 16-0076
Exhibit C	Proposed Subdivision Plan
Exhibit D	Proposed form of Statutory Building Scheme and Southpoint Design Guidelines
Exhibit E	Form of Contract of Purchase and Sale Agreement
Exhibit F	Proposed Form of Section 219 Building Restriction and Energy Efficiency Requirements, and Nuisance Covenant

## 1 The Developer

- 1.1 The developer is Southpoint Partners Ltd., Inc. No BC0459576, a British Columbia corporation, incorporated on December 6, 1993.
- 1.2 The developer was not incorporated specifically for the purpose of developing the subdivision lots and the developer has assets other than the development property itself.
- 1.3 The developer's registered and records office is #101-797 Goldstream Avenue, Victoria, BC, V9B 2X5.
- 1.4 The names of all directors of the developer are:  
James Hartshorne, Ron Coutre, and Greg Burke.
- 1.5 (1) To the best of the developer's knowledge, the nature and extent of the experience that the developer and its officers and directors have in the development industry are as follows:

James Hartshorne has over 40 years' experience in real property development, including residential (homes and condominiums), commercial (office and retail) and industrial (warehouses, works yards) in Victoria, B.C. and all over British Columbia.

Ron Coutre has over 25 years of experience in real property development, including residential (single family homes, condominiums and townhomes), and commercial (office and retail) in Victoria, B.C. and Vancouver Island.

Greg Burke has over 20 years of experience in real property development including single family homes and multi-family residential in Victoria, BC. Greg Burke is also a licensed Realtor with Pemberton Holmes since 2005.

- (2) To the best of the developer's knowledge, neither the developer, any principal holder of the developer, or any director or officer of the developer or principal holder, within the ten years before the date of the developer's declaration attached to the disclosure statement, have been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (3) To the best of the developer's knowledge, neither the developer, any principal holder of the developer, or any director or officer of the developer or principal holder, within the five years before the date of the developer's declaration attached to the disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or



instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (4) To the best of the developer's knowledge, no director, officer or principal holder of the developer, or any director or officer of the principal holder, within the five years prior to the date of the developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
    - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
    - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.
- 1.6 There are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

## **2 General Description**

### **2.1 General Description of the Development**

The proposed subdivision is located on Skirt Mountain and is known as Southpoint – Phase 1B, Stage 2. The Development will front on Bear Mountain Parkway. The proposed subdivision is being created from the lands, owned by the developer and currently legally described as:

PARCEL IDENTIFIER: 029-932-459  
Lot 1, Section 114, Esquimalt District, Plan EPP65048 Except Plan  
EPP76255 and EPP83521

The developer's proposed subdivision plan will create 23 lots (the "proposed subdivision"). All 23 lots will be offered for sale. The Subdivision Plan has not been registered, however a Preliminary Layout Approval, Statement of Conditions ("PLA SOC") has been received and is attached as Exhibit A.

Furthermore, Development Permit DP 16-0076 has been issued and is attached as Exhibit B. Upon approval, registration and completion of the proposed subdivision, the anticipated description of the lots will be:

Lots 1-23, Section 114 Esquimalt District, Plan EPP91838

The lot sizes will range in size from 290 metres squared to 424 meters squared and the proposed size of each lot is set out in the Proposed Subdivision Plan, a copy of which is attached as Exhibit C. The plan is subject to change prior to subdivision. The actual final lot configuration will be as it appears on the subdivision plan filed in the Land Title Office.

The developer will be marketing and selling all of the lots as bare land.

This subdivision is part of a larger development plan controlled by the developer and known as the Southpoint Lands. The overall development plan is outlined in the City of Langford's Zoning Regulation bylaw and is subject to an overall Master Development Agreement and the South Skirt Development Permit Guidelines.

## **2.2 Permitted Use**

The Zoning applicable to the development property is Comprehensive Development 12 – South Skirt Mountain (CD12) Zone and the permitted use of all subdivision lots in the development includes residential in addition to the uses permitted by the City's Zoning Bylaw 300. The developer does not intend to use any lot for any purposes not ancillary to residential purposes. There may be other permissible uses of the development property beyond the uses intended by the developer; information about such uses may be obtained from the City of Langford Planning Department, which is located on the second floor at 877 Goldstream Avenue in Langford and can be reached at 250-474-6919 (the "City").

## **2.3 Building Construction**

All inquiries as to building permit requirements should be directed to the City of Langford at 2<sup>nd</sup> Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8, telephone: 250-478-7882.

# **3 Servicing Information**

## **3.1 Utilities and Services**

The developer is responsible for obtaining permits and installing the services listed below. Servicing for the development is expected to be complete between April 1, 2019 and June 1, 2019.

- (i) Water will be provided by CRD;
- (ii) Electricity will be provided by BC Hydro;
- (iii) Sanitary Sewerage will be provided by the City of Langford through a contract with Westshore Environmental Services Inc.;
- (iv) Natural gas will be provided by Fortis BC;
- (v) Fire protection will be provided by the City of Langford;
- (vi) Telephone, internet and cable service will be provided by TELUS Communications Inc. and Shaw Cable Systems;
- (vii) Access will be provided via Bear Mountain Parkway;
- (viii) Sidewalks and Street Lighting will be installed by the Developer;
- (ix) Garbage Collection services will be provided by a private garbage collection system.

#### 4 Title and Legal Matters

##### 4.1 Legal Description

The current legal description of the property subject to subdivision to create the lots is PID 029-932-459, Lot 1, Section 114, Esquimalt District, Plan EPP65048 Except Plan EPP76255 and EPP83521

##### 4.2 Ownership

The registered owner of the development property is the developer.

##### 4.3 Existing Encumbrances and Legal Notations

Legal Notations:

- a. legal notations filed by the City in relation to permits issued under the *Local Government Act* or the former *Municipal Act*.

Non-Financial Encumbrances:

- b. **Covenant FB331979** in favour of the City of Langford relating to Development Cost Charges to be discharged from the lots on or before they are sold;
- c. **Statutory Right of Way CA5488293** in favour of the City of Langford relating to road way access and the construction of an interim roadway and underground services until the interim road is converted to a road by road dedication registered under the subdivision plan. This Statutory Right of Way will be discharged from the lots upon the registration of the road dedication and no later than on or before the lots are sold;
- d. **Covenant CA5628751** in favour of the City of Langford relating to

development restrictions and transportation improvements required on the lands prior to the issuance of any development permits, building permits and/or occupancy permits to be discharged from the lots on or before they are sold; and

- e. **Statutory Right of Way CA6481277** in favour of the City of Langford relating to ensuring there is access to the remainder lands to be discharged from the lots on or before they are sold.

**Financial Encumbrances:**

- f. **Mortgage CA4648787 and Assignment of Rents CA4648788** in favour of Nextgen Ventures Ltd. to be discharged from the lots on or before they are sold;
- g. **Mortgage CA5388647 and Assignment of Rents CA5388648** in favour of First West Credit Union to be discharged from the lots on or before they are sold;
- h. **Priority Agreement CA5389503 and CA5389504** granting Mortgage CA5388647 and Assignment of Rents CA5388648 priority over Mortgage CA4648787 and Assignment of Rents CA4648788 to be discharged from the lots on or before they are sold;
- i. **Priority Agreement CA5488294 and CA5488295** granting Statutory Right of Way CA5488293 priority over all financial encumbrances to be discharged from the lots on or before they are sold;
- j. **Priority Agreement CA5628752 and CA5628753**, granting Covenant CA5628751 priority over all financial encumbrances to be discharged from the lots on or before they are sold;
- k. **Priority Agreement CA6481278** granting Statutory Right of Way priority over all financial encumbrances to be discharged from the lots on or before they are sold.

**4.4 Proposed Encumbrances**

The developer proposes to register charges required by the City as conditions of subdivision approval and other charges necessary for the subdivision. These may include:

- a. a S.219 in favour of the City prohibiting strata titling of secondary suites;
- b. a S.219 geotechnical Covenant in favour of the City;
- c. a statutory building scheme and Southpoint Design Guidelines restricting construction and improvements in approximately the form attached as Exhibit D;

- d. any required SRWs for City storm drainage and sanitary sewer systems;
- e. any access easements required between adjacent lots;
- f. any SRWs required by BC Hydro, TELUS or Shaw Cable;
- g. any other charges required by the City or otherwise necessary for the subdivision;
- h. a S.219 Building Restriction Covenant in favour of the City relating to restrictions on building heights against all of the lots and relating to building standards, energy efficiency and nuisances in approximately the form attached as Exhibit F; and
- i. Easement to be registered on Lots 6 and 7 for the benefit of the remainder lands for the purposes of storm drainage

#### **4.5 Outstanding or Contingent Litigation or Liabilities**

There are no outstanding or contingent litigation or liabilities in respect of the development property or against the developer that may affect the subdivision lots or the subdivision lot owners.

#### **4.6 Environmental Matters**

The developer is not aware of any dangers or any requirements imposed by any governmental authority in relation to flooding, the condition of soil and subsoil, or other environmental matters affecting the development property.

### **5. Construction and Warranties**

#### **5.1 Construction Dates**

The lots will be sold as raw land only. Preliminary Layout Approval was obtained on May 4, 2016, and registration of the subdivision is expected to be on or about June 30, 2019. Servicing for the development is expected to be complete between April 1, 2019 and June 1, 2019.

#### **5.2 Warranties**

Not Applicable

### **6. Approvals and Finances**

#### **6.1 Development Approval**

The zoning applicable to the development property, Comprehensive Development 12 –South Skirt Mountain (CD12) Zone, permits the construction of the development. Preliminary Layout Approval was obtained on May 4, 2016 and was extended on May 2, 2017 and further extended on November 3<sup>rd</sup>, 2017.

## 6.2 Construction Financing

The developer has obtained a financing commitment and has arranged sufficient financing from First West Credit Union to complete the servicing of the development. All financial encumbrances of the Developer will be discharged on or before the sale of each lot.

## 7. Miscellaneous

### 7.1 Deposits

Deposits will be held in trust by ERA LAW, Barristers & Solicitors and all monies received from purchasers will be held in trust by ERA LAW, Barristers & Solicitors in the manner required by the Real Estate Development Marketing Act.

### 7.2 Purchase Agreement

- (1) The developer will offer the residential subdivision lots for sale upon the terms and conditions set out in the CBA Standard Contract of Purchase and Sale and Addenda (the "Contract"), a copy of which is attached as Exhibit E to this statement.
- (2) Termination Provisions
  - (a) The Contract provides for early termination prior to the Completion Date by the Seller should the Seller be unable to register the subdivision plan that will create the Property by the Completion Date due to reasons beyond its control. In such case the Buyer is entitled to the return of its deposit.
  - (b) The Contract provides that the Contract may be terminated in the event of breach of contract by either the Buyer or Seller.
  - (c) Paragraph 2 of the Standard Contract of Purchase and Sale provides that in the event the Purchaser/Buyer fails to pay the Deposit as required under the Contract, the Seller may, at the Seller's Option, terminate this Contract.
  - (d) Paragraph 3 of the Standard Contract of Purchase and Sale provides that in the event that each condition under the Contract is not declared waived or fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, the Contract will be terminated and the Deposit is returnable in accordance with the Real Estate Services Act.
  - (e) Paragraph 12 of the Standard Contract of Purchase and Sale provides that time is of the essence and any failure in the payment

of the cash balance or an agreement to pay the cash balance is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate the Contract and the amount paid by the Purchaser/Buyer will be non-refundable and forfeited to the Seller.

- (f) Should the Buyer fail to complete the purchase and sale, the Deposit will be forfeited to the Seller.
- (3) Under the Contract, the Seller is entitled to extend the date for completion of the purchase by up to 90 days from the date agreed to in the Contract upon giving notice to the Buyer. The Buyer has no right to refuse such an extension. There is no other provision in the Contract for any extensions of time by either the Buyer or the Seller.
- (4) The Contract provides that the Contract cannot be assigned by the Buyer without the express prior written consent of the Seller, which may be arbitrarily withheld. The Seller is entitled to any profit resulting from an assignment of the Contract by the Purchaser/Buyer or any subsequent assignee and the Seller may charge an Assignment Fee of 2.5% of the purchase price if the Contract is assigned.
- (5) The Contract does not provide that either the Seller or Buyer is to receive interest on the deposit monies.

## 7.2 Developer's Commitments

The developer does not propose to have any conditions that will be met after completion of the sale of a lot other than those contained in the Contract.

## 7.3 Other Material Facts

Commencing in 2019, the City of Langford will be assessing an annual local improvement levy against each legal parcel of land within the Bear Mountain and Skirt Mountain development areas which includes the Southpoint Phase 1B, Stage 2 development. The levy will be payable on an annual basis with the municipal property taxes issued each year. The levy will be used to fund a portion of the development costs associated with the Bear Mountain Parkway.

The City of Langford administration department has advised they will be recommending to the City of Langford Council the parcel tax rate for the 2019 year be set at approximately \$0.334 per square metre of lot area.

The parcel tax rate used to calculate the levy to be billed with the municipal property taxes each year will be subject to change each calendar year.

Deemed Reliance

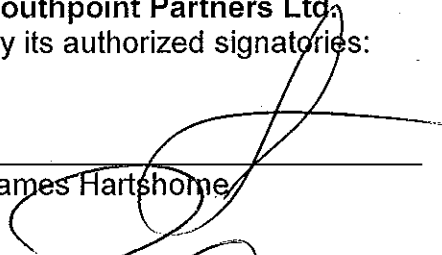
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Declaration

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of

May 7, 2019.

Southpoint Partners Ltd.  
By its authorized signatories:

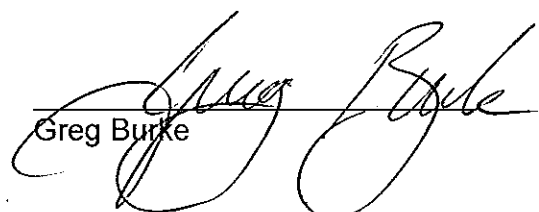
  
\_\_\_\_\_  
James Hartshorne

  
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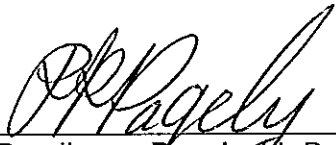
### SOLICITOR'S CERTIFICATE

In the matter of the *Real Estate Development Marketing Act* and the disclosure statement of **Southpoint Partners Ltd.** for Southpoint, Phase 1B, Stage 2, the property described as:

Lot 1, Section 114, Esquimalt District, Plan EPP65048 Except Plan EPP76255 and EPP83521

I, Ritchelle Randhawa-Pagely, Barrister & Solicitor, having read over the disclosure statement of Southpoint Partners Ltd. and reviewed a copy of the title to the lands noted above, certify that the contents of items 4.1, 4.2 and 4.3 are correct.

Dated at Victoria, BC, this 7 day of May, 2019.



Ritchelle Randhawa-Pagely, LL.B.

**RITCHELLE RANDHAWA-PAGELY**  
Barrister & Solicitor  
101 - 797 Goldstream Ave.  
Victoria, BC V9B 2X5  
Tel: 250-590-2353 Fax: 250-590-8683

**EXHIBIT A – PRELIMINARY LAYOUT APPROVAL-**  
**STATEMENT OF CONDITIONS AND EXTENSION LETTERS**



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

May 4, 2016

Southpoint Partners Ltd.  
Attn: Ron Coutre  
2477 Prospector Way  
Victoria, BC V9B 5X6

Dear Sir:

**Subject:** Statement of Conditions – SUB15-0028  
2300 Bear Mountain Parkway

**Project Information:** Statement of Conditions for Proposed Subdivision of PID 028-155-785  
Lot 5, Section 114, Esquimalt District, Plan VIP87674

Please address all correspondence to Robert Dykstra in the Land Development Department. Robert has been assigned to your file and will be able to answer any questions relating to the subdivision, process through City Hall, approvals required, or may direct you to another department as necessary.

This Statement of Conditions is based on the information provided in your subdivision application to create 92 fee simple lots plus 1 townhouse site as shown on the attached Schedule 'B' (Proposed Development), which was prepared by Powell & Associates in April of 2016.

Your application for preliminary review of the proposed subdivision of the above noted property has been considered and this Statement of Conditions summarizes the additional material and works which must be provided before approval of the subdivision plan will be considered.

This Statement of Conditions is based on a review of the information provided by the applicant and known to the Approving Officer at the time of issuance. Previously unknown facts may come to light before the subdivision plan is submitted for approval, and those matters may cause the Approving Officer to reconsider the proposal. The applicant has an obligation to advise the Approving Officer of any changes in conditions, ownership, or circumstances material to the application.

Although I have sought to list all outstanding items, this letter does not constitute an approval of your Subdivision. Any matter that I may have overlooked or matters which arise or are brought to the City's attention after the date of this letter, may result in the proposed subdivision being reconsidered.

The issuance of this Statement of Conditions does not relieve the developer of the responsibility to obtain all necessary permits, certificates, and licenses from the City and any or all other government or regulatory agencies.

The Statement of Conditions is valid for a period of one year and will expire on May 4, 2017 after which the file will be closed without further notice/communication from the City.

The Statement of Conditions may be extended for a period of six months if a request for an extension is made *before the expiration date*. A new application is required if the Statement of Conditions expires before an extension request is received.

Should a Development Variance Permit (DVP) or Development Permit (DP) necessitate a revision to the site plan for which this Statement of Conditions has been prepared, a new site plan must be provided to the City. Once the new site plan is received, agencies that have commented on the design will be provided the opportunity to comment on the revised proposal. An amendment to the Statement of Conditions may be required at the applicant's cost.

This Statement of Conditions is subject to the current Master Development Agreement (MDA) and South Skirt Mountain Development Permit (DP) Guidelines even though the MDA is currently being revised with the Planning Department. Any changes stemming from the application that amends the MDA will be noted in a revised Statement of Conditions.

All works are to be completed, and any deficiencies must be corrected, or a Servicing Agreement complete with a security sufficient to complete the works must be provided, before approval of the subdivision plan will be considered.

All correspondence from the City of Langford will be to the name and address provided on the application. It is the applicant's responsibility to inform all parties involved regarding any changes and addendums to requirements of the subdivision.

Please ensure that all communication and correspondence to the City of Langford are submitted with reference to the City of Langford file number noted in this Statement of Conditions:

- File Number: SUB15-0028

#### **PLANNING CONSIDERATION**

The proposed development is a deviation from the current master plan outlined in the Master Development Agreement (MDA) and South Skirt Mountain Development Permit (DP) Guidelines. Deviations from the MDA and this DP must be supported by an amended concept plan and a demonstration of substantial compliance with the guidelines. The DP application must also include a sustainability management plan and audit to support the proposal as per the MDA. An application to amend these plans is in process and is anticipated to be completed this year.

Please note the "prior to subdivision" requirements within the MDA. There are many relating to open space dedication, open space edge planning, invasive species removal, water quality monitoring, storm water management, road access and improvements, etc. that will have to be addressed and/or secured as part of the subdivision process.

**SITE CONDITIONS**

The site is primarily treed with evergreens and includes a sporadic variety of deciduous trees throughout. Land has been cleared along the dedicated right of way (Bear Mountain Parkway) that surrounds the site. Steep grades exist across the entire site, Bear Mountain Parkway, and into lands beyond.

**LETTERS OF ENGAGEMENT**

Any professional engaged by the applicant must provide the City with a letter of engagement which fully describes the engaged party's scope in the project. The following must be addressed and should be submitted to the City in the letter of Engagement submitted by the Civil Engineer and the Geotechnical Engineer (at minimum):

1. Certification that all works, designed and installed, substantially meet the requirements of Subdivision and Development Servicing Bylaw No. 1000
2. Assurance that the design is complete
3. Certification of all submissions
4. Certification they've read and understand the relevant City Bylaws, policies and requirements
5. Statement that they will be engaged through the Warranty term (as defined) including inspection and engineering services to complete the deficiencies and provide certification of the final works as necessary for Final Acceptance
6. Coordination of sub-consultants and As-constructed drawings
7. Statement they will advise the Director of Engineering of any severance of engagement during the course of design and construction

**ARCHAEOLOGICAL**

There may be some potential for the subject property to contain archaeological sites protected by the *Heritage Conservation Act*. Please notify the Archaeology Branch of the Provincial Government (250-953-3334) if archaeological material is encountered during any land altering activity.

**CITY BYLAWS**

The subdivision must meet the requirements of the Subdivision and Development Servicing Requirement Bylaw No. 1000, Zoning Bylaw No. 300, Building Bylaw No. 1160, Traffic Bylaw No. 33, Soil Removal and Disposition Bylaw No. 181, Official Community Plan Bylaw No. 1200 and Noise Bylaw No. 961. The works and services must be designed by a qualified professional in accordance with their undertaking as provided to the City, and shown on the construction approval package certified by the professional engineer.

**SANITARY SEWER**

Prior to any works or engineering approval of works, you must provide a Sanitary Master Plan for the development of the lands considered in this application, and identify any areas that may not be achieved through gravity as well as any necessary service corridor(s).

A connection to the municipal sewer system must be provided to all lots. Please contact West Shore Environmental Services (WSES) at 250-478-2187 for their requirements. Sewer Capital Recovery Fees (SCRF) will apply. All sewer work within the municipal road right-of-way shall be completed by WSES forces at the developer's expense.

### **STORM SEWER**

Storm Drainage structures and features are required that will maintain the quality of site drainage water, minimize erosion, and retain sediments for all subdivisions and developments in all areas of the City of Langford.

Your development is located in a detention zone as identified in the Subdivision and Development Servicing Bylaw, and is currently a part of a 13.8ha catchment area as determined by Focus Engineering, and shown in the attached Schedule 'C' (Catchment Map). You will need to consider up-land storm drainage and the storm drainage discharge from your site as well as the 200-year overland flow-route for the development of your land with your design.

An accepted Storm Water Management Plan (SWMP) was submitted by Focus in June of 2009. The recommendations of that report are to be integrated into the civil design as it relates to the development associated with this Statement of Conditions, and all upstream and downstream components are to be identified. A copy of this report is available upon request.

Please provide an overview of any potential right-of-ways and flow-routes that are necessary for the disposal of storm drainage, for which SRW(s) would be needed. Additional information may be requested. Please refer to Schedule 5 of the Subdivision and Development Servicing Bylaw No. 1000.

### **WATER SERVICE**

#### **Bear Mountain Parkway**

Water service along Bear Mountain Parkway way is to extend the entire length of the subject site and be built appropriately to service the ultimate build-out of Skirt Mountain.

#### **Proposed Development Site**

A water service must be provided to all lots with in accordance with CRD bylaws and regulations. Please coordinate installation of water service with the CRD Integrated Water Services at 250-474-9600. All water work within the municipal road right-of-way shall be completed by CRD forces at the developer's expense. An approval letter must be issued from the CRD before approval of the subdivision will be considered. Hydrants must be installed such that the centre of each lot is within 150m of a hydrant, measured along an access route.

A detailed list of CRD's requirements has been attached as Schedule 'D'.

### **ELECTRICAL**

#### **Bear Mountain Parkway**

Electrical service along Bear Mountain Parkway is, as per Council's consideration, to have underground and above ground portions, and have sufficient capacity to service the ultimate build out of Skirt Mountain without requiring the replacement of any electric service that is installed with this development.

#### **Proposed Development Site**

As this is an extension to the Bear Mountain Parkway system, electrical extensions must be provided underground to every parcel to the satisfaction of the Approving Officer and Director of Engineering and as required in Schedule 9 of the Subdivision and Development Servicing Bylaw, unless approved by Council to be aboveground.

Please contact BC Hydro, and your selected telecommunication service provider to coordinate the installation of these services. Streetlights are to be post-top (single-head) style luminaires alternating with overhead (cobra) along pedestrian multiuse trail side. Just overhead (cobra) streets lights along other side (non-multiuse trail) as well as at intersections is anticipated. All utility requirements are to be coordinated through the civil engineer and shown on the required civil drawing submission, and comply with Bylaw 1000 standards.

#### **GAS**

##### **Bear Mountain Parkway**

At minimum, gas service along Bear Mountain Parkway is to be included in the civil design such that it can be installed at a later date without any separation issues from other services.

##### **Proposed Development Site**

If the developer requires gas servicing to the development they shall contact FortisBC at 1-888-224 2710, by the internet at [www.fortisbc.com](http://www.fortisbc.com) then select 'natural gas', or by submission by their civil consultant to [gasservice@fortisbc.com](mailto:gasservice@fortisbc.com) supplying the required information for design. The developer is to allow a minimum of 4 months lead time prior to installation.

Gas must be accommodated for in any new roadway, within the right-of-way provided. The location of gas main within the right-of-way must be demonstrated through drawing submission whether installed with the development or not.

#### **GEOTECHNICAL**

A letter of engagement that describes the scope of the review and lists the items to be inspected as well as a detailed report must be received before the site servicing drawings can be reviewed. All geotechnical features must be clearly shown on the site servicing drawings. Final certification as described in Section 3 of Bylaw No. 1000 must be submitted by the geotechnical engineer before the subdivision can be considered for registration.

The geotechnical engineer must coordinate with the civil engineer to ensure the lot grading plan conforms to the SWMP. A covenant must be registered to ensure future geotechnical work conforms to the approved design if they are not constructed at the time of subdivision registration. Non-disturbance covenants may be required to protect geotechnical works or natural slopes. All retaining walls or slopes must be entirely contained within the lots they support.

The geotechnical engineer is required to review the civil site plan and servicing submission prior to that plan being provided to the City of Langford. The geotechnical engineers' review is to ensure that the works as shown on the plan (including but not limited to storm water management and lot grading) can be realized as shown on the plan. The geotechnical engineer is to make specific comments as to the feasibility of the site plan to the civil engineer so that the plan submitted to the City is complete in respect to the engineering disciplines. The letter of engagement from the geotechnical engineer is to be submitted to the City concurrent with the deposit of the design drawings.

Any/all reports submitted by the geotechnical engineer are to permit the City of Langford as an authorized user of the report.

The geotechnical engineer is required to provide a digital photographic record and written submission of all incomplete, complete and certified works before the subdivision will be considered for approval. This shall include a photograph of each lot, prepared building site, retaining walls and areas of fill slopes. The elevation of walls or slopes shall be indicated by a levelling rod where necessary.

#### **CANADA POST**

Canada Post is to be contacted to determine the type of mail delivery service and mailbox locations before drawings are submitted to the City of Langford. The location of mailboxes (where applicable) are to be shown on the design drawings.

Please contact Canada Post *Delivery Planning* for the Victoria Area and Southern Gulf Islands to discuss options that are available to the developer and the responsibilities of the developer in relation to the provision of notice to prospective purchasers regarding Community Mail Box locations.

#### **PARK DEDICATION AND TRAIL WORKS**

As per the rezoning requirements established through Z08-06 and the current Master Development Agreement (MDA), you are required to provide land for the purpose of park/open space and trail systems. Any deviation from this requirement will first need an amendment to the MDA, which is to be approved by Council. If there's no deviation in the trail plan, an illustration of the current standards and connecting systems has been attached as Schedule 'G' (Trail Systems).

Any parkland provided to the City must be to the satisfaction of the Parks Manager before the registration of the subdivision, and will require invasive species removal, and tree evaluation, removal and re-planting as required by the Parks Manager. The current plan does not include any land that is suitable for park or open space, and therefore the City will not accept any dedicated park/open space as part of this development.

The public must be protected from manmade hazards such as slopes and rock walls by installing fences where necessary as a requirement of Subdivision as directed by the Director of Engineering.

#### **ROAD NAMES**

New roads are proposed with this development, which will require road names. The only exception is the new road that connects with Bear Mountain Parkway; this road will be Echo Valley Drive. Please contact Geoff Spriggs at 250-478-9555 to choose road names for all other roads within this development.

#### **FRONTAGE IMPROVEMENTS**

##### **Bear Mountain Parkway**

The section of Bear Mountain Parkway that extends north from McCallum Road and includes the entire frontage of this site is to be built to the ultimate design to the centerline – see Schedule 'F' for illustrative details. Beyond the centerline past Road 'A', Bear Mountain Parkway may be built to the interim design. The extension of lanes north of McCallum Road, which first includes 5-lanes, is to taper down to two lanes, and include a turning lane/median where applicable.

The two lane cross-section with the turning lane/median that extends along most of the frontage of this development site will include (in an east to west description) the following:



- a landscaped and irrigated boulevard
- non-mountable curb
- a 1.5m wide bike lane
- a 3.3m wide drive lane
- a centre median / 3.5m wide turning lane for north bound traffic onto Road A

Beyond the centre median / turning lane, an interim design may be built, which would include a 3.8m wide drive lane. If the ultimate design were to be built beyond the centre median at this time, it would include the following:

- a 3.3m wide drive lane
- a 1.5m wide bike lane
- non-mountable curb
- a landscaped and irrigated boulevard
- a 3.0m wide concrete multi-use path

The road is to be reverse crowned in bends, and include black poles for street lighting, rails, etc. to match the colour scheme on Bear Mountain Parkway that is currently operational. Lighting on the side of the road with the multi-use path is to include post-top street lights alternating with the overhead street lights. A 5m x 5m corner cut road dedication must be provided at intersections, and appropriate signage along Bear Mountain Parkway where applicable.

#### **NEW ROAD IMPROVEMENTS**

##### **Road 'A'**

The new road is to be designed to a modified Bylaw No. 1000 standard road cross section that includes an 18.0m wide road right of way (ROW). The road ROW shall contain the following:

- two 3.2m wide drive lanes
- 1.5m wide bike lanes
- concrete invert gutters next to 2.6m wide parking
- non-mountable curbs
- landscaped boulevard with grass, trees, and irrigation
- irrigation sleeves are to be installed under the driveways
- 1.8m wide concrete sidewalk on one side

The road is to include black poles for street lighting, rails, etc. to match existing street lighting on Bear Mountain Parkway. A 5m x 5m corner cut road dedication must be provided at intersections, and appropriate signage along Echo Valley Drive where applicable. The extension of this road to lands beyond shall be as per the MDA unless amended through rezoning.

##### **Roads 'B'**

These new roads are to be designed to a modified Bylaw No. 1000 standard road cross section R11 that includes a 15m wide road right of way (ROW). The road ROW shall contain the following:

- 4.25m wide drive lanes
- Non-mountable curb
- 1.8m wide concrete sidewalk on one side

- 1.6m (min) wide landscaped boulevard with street trees and irrigation
- Irrigation sleeves are to be installed under driveways
- black street lights and applicable street signage.

Street lighting, rails, etc. are to be black in colour to match existing street lighting on Bear Mountain. A 5m x 5m corner cut road dedication must be provided at the entrances to the new roads.

#### **STREET PARKING**

Please demonstrate that on street parking complies with Bylaw 1000's requirement of 1 parking space per 2 dwelling units, which amounts to 46 street parking spaces. Parking spaces on Bear Mountain Parkway is not permitted.

#### **PROCESS**

##### **PRE-DESIGN MEETING**

Any applicant intending to construct works or services required for the approval of a subdivision or development shall arrange for a Pre-Design Meeting with the *Manager of Engineering Construction* who can be contacted at 250-474-0068. The meeting should be organized by the applicant's Civil Engineer.

The pre-design meeting fee is as noted in the Development and Services Bylaws and is based on the number of lots being considered. The fee is \$18,900. Please allow at least 48 hours' notice to schedule the meeting.

##### **CONSTRUCTION APPROVAL PACKAGE**

All designs and reports required for the approval of the subdivision should be submitted as a package. All construction drawings required for subdivision must be reviewed and approved by the Director of Engineering. The drawings must be certified by a professional engineer. Please see Schedule 12 of Bylaw No. 1000 for drafting standards. The applicant must submit two(2) sets of each drawing complete with a letter of engagement, certified cost estimate, and Storm Water Management declarations as described in Schedule 5 of Bylaw No. 1000. All other requirements such as a geotechnical or environmental report must be submitted with a letter of engagement. Any construction of works and services prior to approval to construct by the Director of Engineering is at the owner's risk. All construction is under the supervision of the design engineer.

##### **TRAFFIC BYLAW 33 (Highway Use Permit)**

A Highway Use Permit must be issued to the contractor before any work takes place within the road right of way. Please submit a Bylaw 33 Schedule C complete with evidence of insurance against all claims for personal injury and property damage in an amount not less than \$5,000,000 with the City named as co-insured. The fee for this permit will be calculated upon receipt of a certified cost estimate based on the approved drawings.

##### **CONSTRUCTION ADMINISTRATION FEE**

The Construction Administration (Onsite Works) Fee is based on the engineer's certified cost estimate of those works constructed onsite that will be transferred to the City. Note that the onsite works fee has not been calculated in the Subdivision Fee Details. This will be calculated upon receipt of a certified cost estimate based on the approved drawings and is to be paid prior to the Pre-Construction meeting.

**PRE-CONSTRUCTION MEETING**

A pre-construction meeting should be held at the site once the construction approval package has been approved and Highway Use Permit has been issued. It should be organized by the applicant's civil engineer with the Manager of Engineering Construction. All relevant professionals and utility providers such as the geotechnical engineer, West Shore Environmental Services (WSES), BCHydro, and telecommunication provider(s) should attend. Please allow at least 48 hours' notice to schedule the meeting.

**APPLICATION FOR SUBDIVISION APPROVAL**

Final approval of the subdivision will not be granted unless the applicant has received a letter of acceptance from the Director of Engineering that all works are complete or the applicant has entered into a Servicing Agreement and the application for final approval form complete with the fees and DCC as described in the attached Schedule 'E' (Estimate of Fees), and proof that all property taxes have been paid has been submitted.

When you are ready to complete the application form for Subdivision Approval, and that application is received by the City; the City will review the installed works as requested by your engaged Civil engineer and working with your consultant, will provide a list of deficiencies which are to be rectified. The list of deficiencies will make up the security requirement for your development if the City agrees to sign your plan of subdivision prior to the works being completed and accepted for use. The deficiencies and security will be tied to the development and development company through a servicing agreement that will be signed by both the developer and the City prior to acceptance of your plan of subdivision.

**CONSTRUCTION ACCEPTANCE**

The works and services to be owned and maintained by the City will not be accepted until the works have been approved as installed and the following documents have been reviewed and approved by the Director of Engineering. Construction acceptance that marks the beginning of the one year warranty period, will be issued by the Director of Engineering provided that:

1. All deficiencies are complete and certified by the Civil Engineer as to the requirements of Bylaw No. 1000 as required by the Director of Engineering
2. All as-constructed information has been received
3. Stormwater certification as described by Schedule 5 of Bylaw No. 1000 has been received from the engaged Civil Engineer
4. The geotechnical engineer must provide certification as described by Schedule 3 of Bylaw No. 1000
5. Acceptance of all utilities' services installed within the road right of ways or on SRW by the respective utilities
6. An electrical declaration from the provincial safety authority for all electrical works is submitted and received
7. Security has been submitted and accepted by the City in the amount of 10% of the cost of works and services as described in a certified cost estimate provided by the civil engineer. The security will be retained for the one year warranty period until Construction acceptance.

**FINAL ACCEPTANCE**

Final Acceptance of the works can be issued as early as one (1) year after Construction Acceptance provided that:

1. Video inspection reports have been submitted to the City, complete with works completion statements by the Design Engineer. The submitted documents and video inspection reports will be reviewed by the City for acceptance
2. There are no outstanding deficiencies with the works being considered for Final Acceptance.

**AS-CONSTRUCTED INFORMATION**

Please submit the following documents on acceptance of the works: Two(2) paper copies of the as constructed drawings tied to two monuments and signed and sealed by the professional engineer, one AutoCAD version to NAD-83 coordinates and tied to two monuments, one PDF version and an As-Constructed inventory for all City owned works.

**DEVELOPMENT COST CHARGES AND FEES**

Please see Schedule 'E' (Estimate of Fees) for a summary of the Development Cost Charge's (DCC's) and other applicable fees. These must be paid before the subdivision will be considered for approval. Note that the Onsite Works and Bylaw 33 Fees have not been calculated in the Estimate of Fees. They will be calculated upon approval of the certified cost estimate.

**LEGAL DOCUMENTS**

At the time of application for Final Application for Subdivision registration, please submit the following documents concurrent with your request:

- Legal Plan of Subdivision – Digital (PDF and AutoCAD)
- Geotechnical Statement at the time of Subdivision Consideration
  - s.219 Covenant – Geotechnical
    - The Geotechnical Engineer is required to provide a digital photographic record and written submission of all incomplete, complete and certified works before the subdivision will be considered for approval. This shall include a photograph of each lot, prepared building site, retaining walls and areas of fill slopes. The elevation of walls or slopes shall be indicated by a levelling rod where necessary.
- A section 219 restrictive covenant for no secondary suites on any of these lots.

All legal documents must be accompanied by a letter of undertaking from your solicitor stating in clear terms:

1. The order of registration;
2. The solicitor undertakes to register with Priority Agreement (if necessary);
3. The solicitor undertakes to register the documents and legal plans in a form that has been either approved or executed by the City of Langford;
4. The solicitor undertakes to provide to the City with a copy (hard copy or electronic) of all registered documents and plans complete with registered numbers; and
5. The legal plan and all other documents will be returned to the City if any of the documents are rejected by the Land Titles Office within two days of a rejection notice being issued.

The registering party (lawyer or legal surveyor) is required to provide the Approving Officer with a signed copy of the signatures page for all the required signatories of the legal plan concurrent with the request for Approving officers consideration of that plan (or prior to the Approving Officer signing the plan).

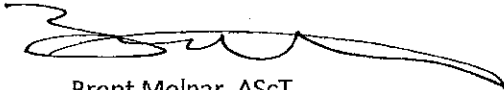
**SERVICING AGREEMENT, SECURITY AND MAINTENANCE**

You may enter into a servicing agreement with the City if you wish to receive subdivision approval before the works have been constructed and a letter of acceptance has been issued by the Director of Engineering. You must provide a letter of credit or cash equal to 100% of the cost of completing all works and services required by Bylaw No. 1000 including as-constructed information. The cost of completion must be based on a certified estimate from the civil engineer. The term of the agreement will be one year. The City will have the authority to draw on the letter of credit to complete the works after the term has expired.

Please be aware that any subdivision must comply with the regulations for subdivision at the time a request is made for subdivision approval except as allowed in Section 943 of the *Local Government Act*.

If you have any questions or concerns, please contact Robert Dykstra at the City of Langford Land Development Department at 250-478-7882

Sincerely,



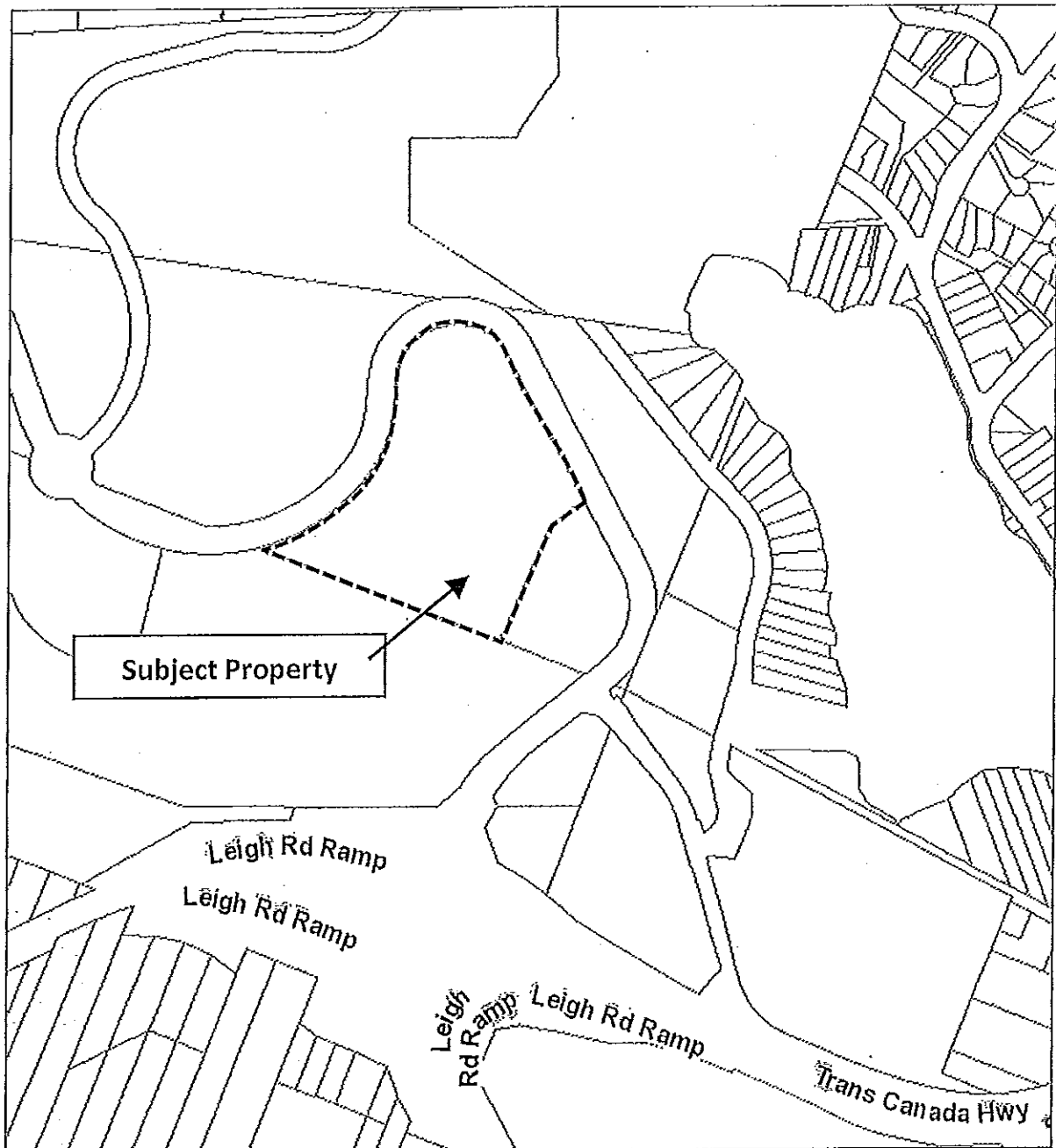
Brent Molnar, ASCT  
Approving Officer

copies: Capital Regional District Water Department  
Westshore Environmental Services (Corix)  
City of Langford – Director of Engineering  
Manager of Engineering Construction  
Manager of Parks  
Manger of GIS  
Director of Planning  
Manager of Building Inspections

BC HYORO - R. ZENI

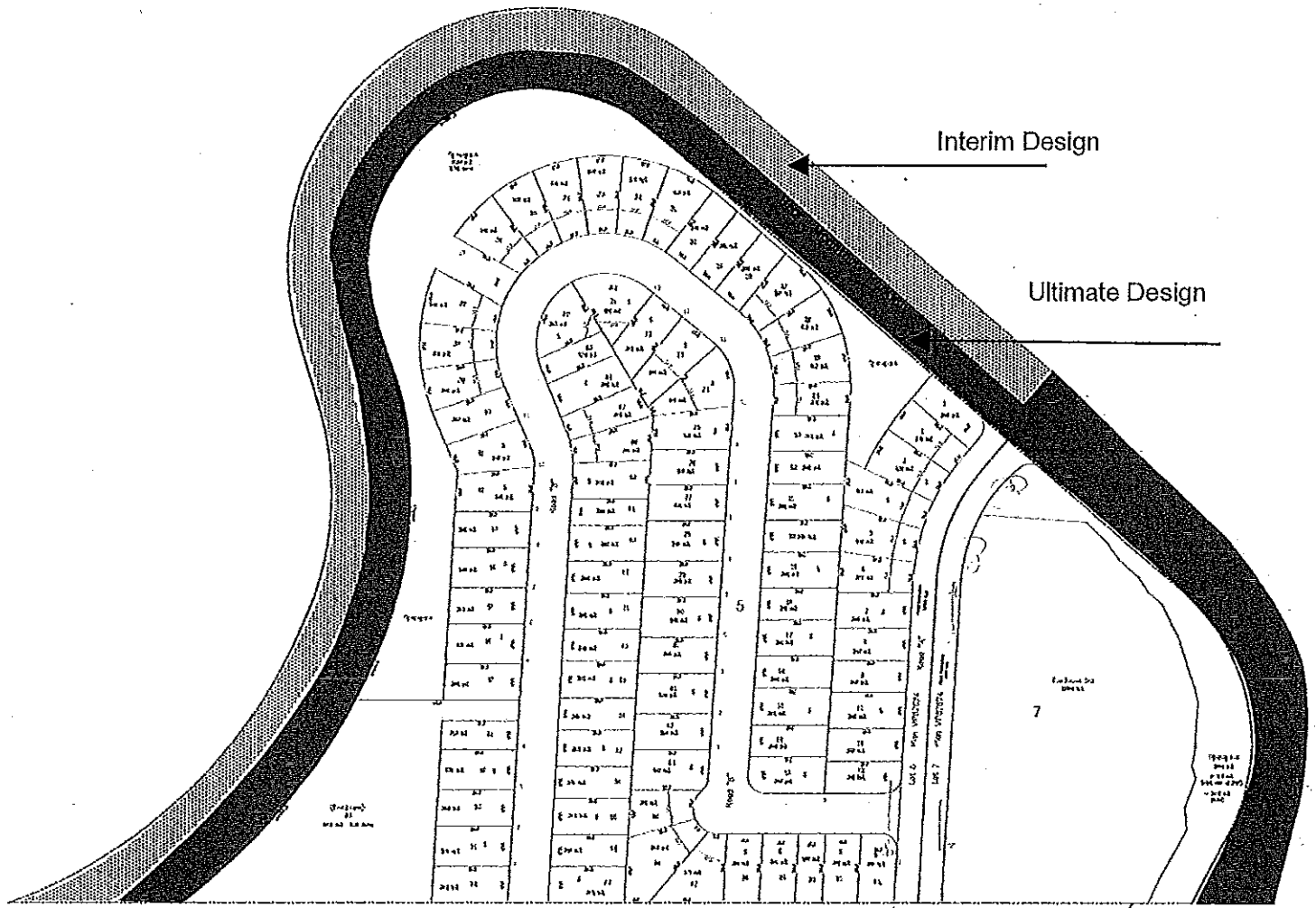
Schedule 'A'

## Location Map



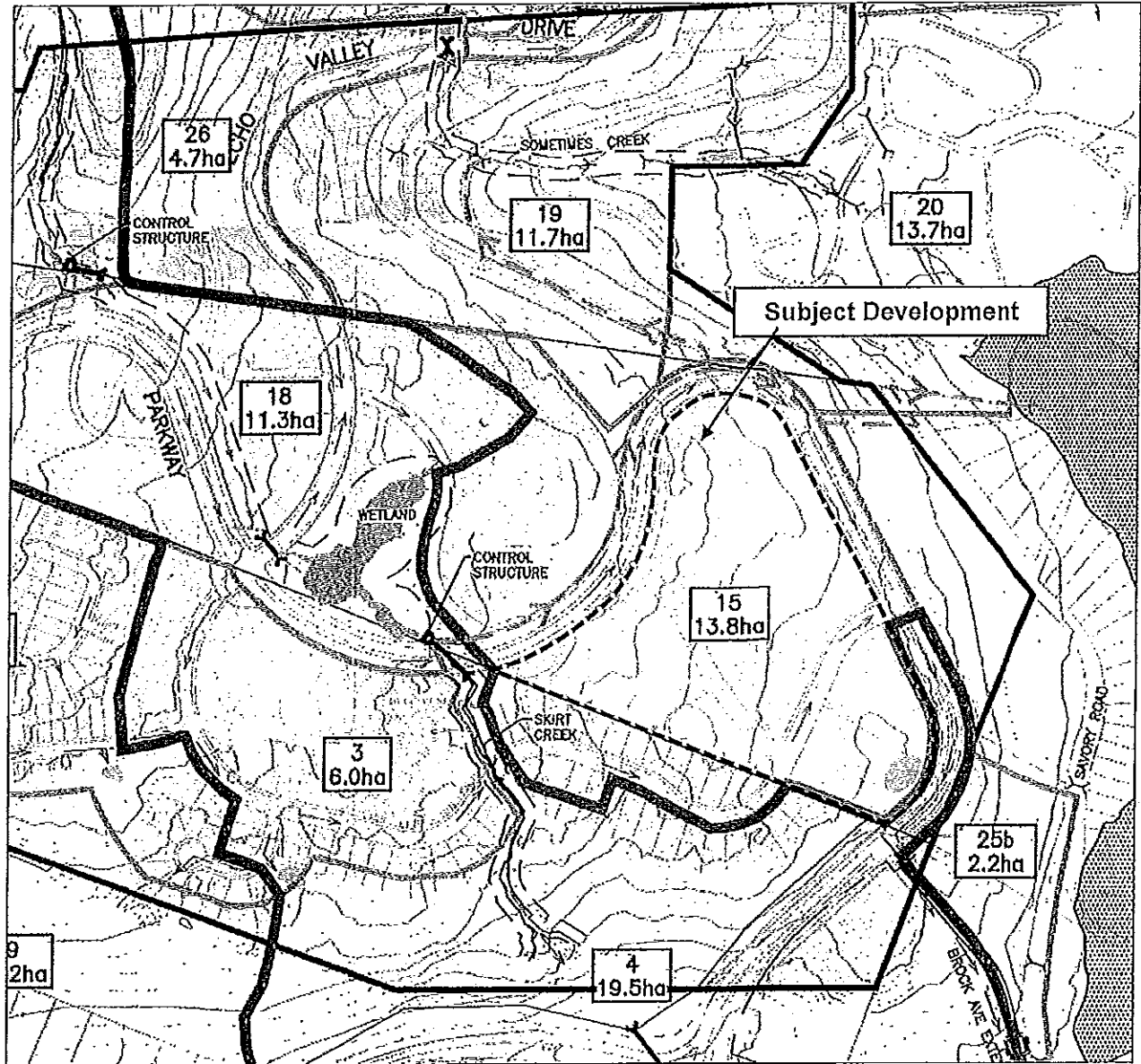
Schedule 'B'

Proposed Development



Schedule 'C'

# Catchment Map







Integrated Water Services  
479 Island Highway  
Victoria, BC, Canada V9B 1H7

Schedule 'D'  
**CRD Referral Comments**

December 18, 2015

File: 3360-20-JDFLF-15-053  
Your File: SUB15-0028

via E-mail

Mr. Robert Dykstra  
City of Langford  
2nd Floor, 877 Goldstream Avenue  
Victoria, BC V9B 2X8

Dear Mr. Dykstra:

**RE: PROPOSED SUBDIVISION OF LOT 5 & 7, SECTION 114, ESQUIMALT DISTRICT,  
PLAN VIP87674 (SOUTHPOINT – SKIRT MOUNTAIN)**

Thank you for your subdivision referral received November 3, 2015, which requests that the CRD examine the above mentioned development proposal with regard to the water supply regulations and policies of the Capital Regional District (CRD) Integrated Water Services as established for the Juan de Fuca Water Distribution Service.

Please note that for approximately two weeks of the year, when the Kapoor Tunnel is shut down for its annual inspection, the operating hydraulic grade line (HGL) in this area is 130 metres. During this time, the minimum water pressure of 276 kPa (40 psi) required by CRD Bylaw 3889 cannot be met at geodetic elevations greater than approximately 100 metres.

The 2011 Juan de Fuca Water Distribution Development Cost Charge Update report prepared by Urban Systems(which is the basis for the current DCC project and funding plan) has identified a number of proposed water system improvements, required to provide water service to the above noted development on South Skirt Mountain.

The Owner(s) may wish to enter into an agreement with the CRD for the purpose of recovering costs through DCC payments expended for the design and construction of approved DCC Capital Works required to provide water service to this development.

If the CRD receives an appropriate application to supply water, and if the Owner(s) is prepared to pay the necessary costs and fees as authorized under CRD Bylaw No. 3889, the Juan de Fuca water system can be extended to supply water to this proposed development, subject to the following:

1. The Owner(s) pays for the supply and installation of a water distribution system capable of meeting all domestic requirements and provide fire flows to Fire Underwriters Survey (FUS) requirements, all designed in accordance with CRD Integrated Water Services

Engineering Specifications and Standard Drawings. The Owner(s) also pays for all upgrades to the existing water distribution system to meet the conditions stated above, if required.

2. The Owner(s) pays for the supply and installation of the above noted Juan de Fuca Water Distribution DCC Infrastructure required to service this development.
3. The Owner(s) pays all applicable connection fees for the new lots/units created by this development. The existing property is not presently provided with community piped water.
4. The Owner(s) pays for the supply and installation of water mains throughout the full lengths of all roads created by this development. Types and sizes of the water mains to be installed are subject to the approval of the CRD.
5. The Owner(s) pays for the supply and installation of water mains through statutory right-of-ways where deemed necessary by the CRD for the purpose of looping of the water distribution network. Types and sizes of the water mains to be installed are subject to the approval of the CRD.
6. The Owner(s) shall submit a disinfection and flushing plan to the CRD for review and approval prior to the start of waterworks construction. The plan shall be prepared by a professional civil engineer, and is to be submitted to the CRD at the same time as the design drawings. The disinfection and flushing plan is to include details for the initial and final flushing of the new waterworks, as well as details for the annual flushing of the water mains by the CRD for maintenance purposes. The plan shall ensure that a scouring velocity of 1.5 m/s will be provided.
7. The Owner(s) pays for the supply and installation of flush valves in locations as shown on design drawings approved by the CRD and as noted in the disinfection and flushing program provided by the engineer.
8. The CRD will provide personnel to supervise and inspect the flushing of the new waterworks. The Owner(s) shall pay all costs for the inspection services.
9. The Owner(s) shall submit a chlorination and de-chlorination plan to the CRD for review prior to the start of construction.
10. The Owner(s) pays for the supply and installation of a fire hydrant(s), if required, in a location approved by the City of Langford Fire Department and CRD Integrated Water Services.
11. The Owner(s) pays for pavement restoration if it becomes necessary to cut and remove pavement in order to install any of the works.
12. The Owner(s) pays for drilling and blasting of rock, if necessary for the installation of the proposed works.
13. The Owner(s) shall provide and register a right-of-way in favour of the CRD for a width of no less than 6.0 m for the water main required in Item 5 above.

14. The Owner(s) shall provide a solicitor's letter of undertaking that the statutory right-of-way noted above and as shown on the approved design drawings will be registered in favour of the CRD in a form acceptable to the CRD. Also, once the statutory right-of-way has been registered through the Land Titles Office, a copy of the statutory right-of-way document is to be submitted to the CRD.
15. The Owner(s) shall engage a professional civil engineer, registered in the Province of British Columbia, for the purpose of preparing design drawings for the above required waterworks. The drawings are to be submitted to the CRD for approval prior to the start of construction. Submission of the drawings shall be subject to an administrative charge payable to the CRD in advance of the initial review of the drawings.
16. The Owner(s) shall retain the Engineer of Record to provide layout, inspection and to certify the Work was constructed in accordance with the approved Design Drawings. A minimum of twenty hours per week is required. The Engineer of Record shall provide certified Daily Inspection Reports. The requirements are detailed in the CRD Water Services Engineering Specifications and Standard drawings and related Appendices.
17. The Owner(s) will be required to enter into an agreement with the CRD prior to the start of construction, at which time a deposit equal to the total of all applicable fees, charges and the estimated cost of work to be performed by the CRD, shall be paid to the CRD.
18. Upon completion of the distribution system, the CRD will conduct a final inspection of the works. The inspection and subsequent issuance of a Construction Completion Certificate shall be subject to a service charge.
19. 'As Constructed' drawings of the completed works shall be provided to the CRD in digital AutoCAD format complete with plot style table (CTB file), DWF file containing all drawings and a reproducible copy to NAD83 UTM coordinates where available.

The Owner(s) will be required to calculate the fire flow requirements to Fire Underwriters Survey (FUS) standards for the proposed development, and shall confirm in writing to both the CRD and the City of Langford that the available fire flow from the CRD system will be sufficient upon completion of the above noted waterworks. It is recommended the Owner's Engineer contact the City of Langford to discuss hydrant location and orientation.

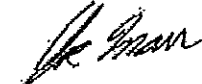
Please note that the CRD will not provide water to this development until the above required waterworks are completed and paid for in full. Registration of the subdivision and any subsequent issuance of Building Permits in advance of the acceptance of the above required distribution system by the CRD does not obligate the CRD to supply water to any part of the development prior to the completion and payment in full of the required waterworks.

Depending on the intended use of the property, a Development Cost Charge may apply to each of the new lots/units created by this development.

This letter is for the purpose of providing you with information regarding the services available from the Juan de Fuca Water Distribution Service, and should not be construed as either approval or rejection of the proposed development by the CRD.

These conditions are valid for 180 days from date of this letter. However, if at any time there is a change in legislation, regulations and CRD Bylaw No. 3889, which would cause any of the above conditions to be non-conforming, then the CRD reserves the right to revise any or all of the conditions accordingly, at any time during the 180 day period.

Yours truly,



Joseph Marr, P.Eng.  
Project Engineer  
Infrastructure Engineering

JM:dg

cc: Scott Mason, Manager, Water Engineering and Planning  
Bob Beckett, Fire Chief, City of Langford

Schedule 'E'

**Estimate of Fees**

	Base	Units	Total
<b>Final Fees</b>			
Final Approval Admin Fee	\$250.00	1	\$250.00
Final per lot Fee	\$150.00	91	\$13,650.00

<b>DCCs</b>			
Road	\$6,949.00	91	\$632,359.00
Park Improvement	\$2,638.00	91	\$240,058.00
Park Acquisition	\$1,100.00	91	\$100,100.00
ISIF	\$371.25	91	\$33,783.75
ISA Fee	\$35.00	91	\$3,185.00
CRD Water	\$2,655.34	91	\$241,635.94
School Acquisition	\$698.00	91	\$63,518.00

<b>Park land</b>			
Cash in lieu of park land	\$0.00	0	\$0.00

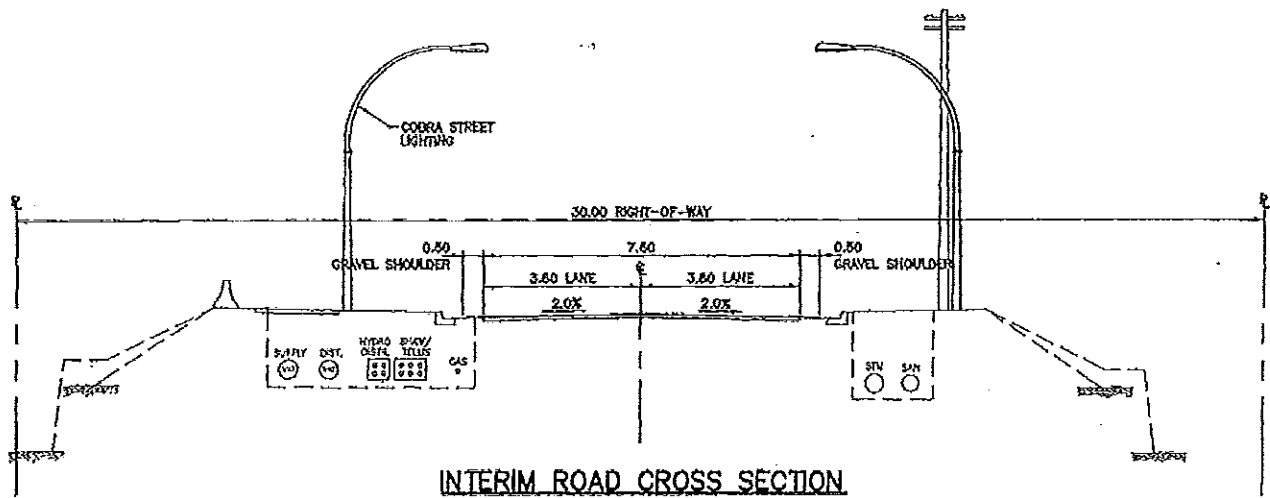
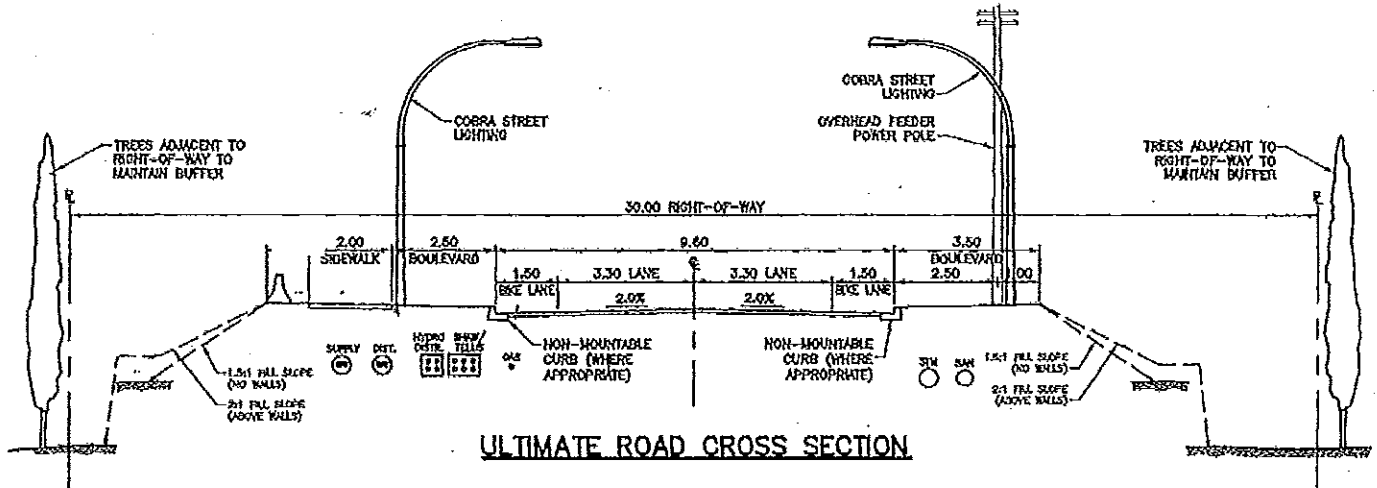
<b>Estimate of DCC's</b>	<b><u>\$1,328,539.69</u></b>
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**Amenity Contributions**

See attached Schedule 'H' for a breakdown of the applicable Amenity Contributions.

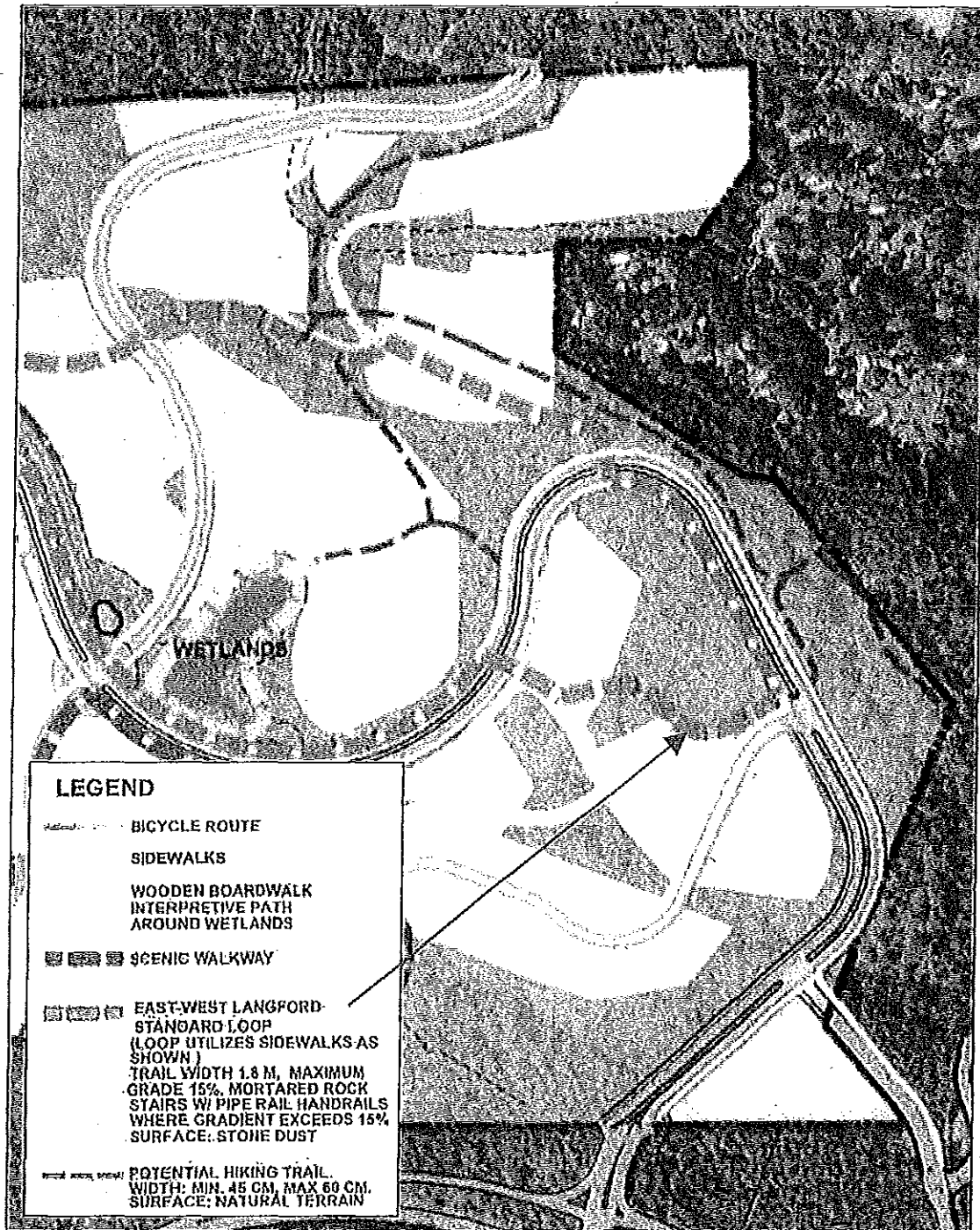
Schedule 'F'

Lane Design of Bear Mountain Parkway  
(ultimate and interim designs)



Schedule 'G'

Trail Systems



**Amenity Contributions**

**6.101.02 Subdivision Lot Requirements**

- (1) In Areas I, II, III, and IV:
  - (a) No lot having an area less than 200 m<sup>2</sup> (2152 ft<sup>2</sup>) or a width less than 6 m (19.7 ft) may be created by subdivision;
  - (b) No lot with an area greater than, or equal to 550 m<sup>2</sup> (5 920 ft<sup>2</sup>) may be created having a width less than 10 m (32.8 ft);
  - (c) Notwithstanding Section 6.101.02(1)(a), a lot having an area of no less than 70 m<sup>2</sup> (750 ft<sup>2</sup>) and a width no less than 4m (13ft) may be created by subdivision for a townhouse use;
- (2) In Areas V (a & b) and VI:
  - (a) No lot having an area less than 695 m<sup>2</sup> (7 480 ft<sup>2</sup>) may be created by subdivision;
  - (b) No lot may be created having a lot width less than 16m (53ft);
- (3) No land in the CD12 zone may be subdivided unless, concurrently with the subdivision, the Owner has granted to the City a covenant under section 219 of the *Land Title Act* restricting the use of the land being subdivided and the construction of buildings and structures on the land such that the land use and density regulations contained in the CD12 zone including the provisions for bonus density in Subsection 6.101.04(3) and (4), are made applicable to the individual parcels created by the subdivision in a manner that is consistent with this Bylaw and the Official Community Plan.

**6.101.03 Density of Development on Individual Lots**

- (1) There may not be more than one residential building, exclusive of any secondary suite in an accessory building, on a lot with an area less than 750 m<sup>2</sup> (8 073 ft<sup>2</sup>).

**6.101.04 Density of Development in the CD12 Zone**

- (1) Within Area VI:
  - (a) the floor area ratio may not exceed 1.0 for buildings containing uses other than residential uses and hotels; and
  - (b) the floor area ratio may not exceed 2.0 for buildings containing residential or hotel uses.
- (2) There may not be more than 70 residential dwellings in Areas I, II, III, IV, and V (a & b) of the CD12 zone.
- (3) Notwithstanding subsection 6.101.04(2), land in Areas I, II, III, IV, and V (a & b) of the CD12 zone may be developed for more than 70 residential dwellings but not more than 1,445 residential dwellings, if the owner of the land proposed to be built upon has:
  - (a) provided the following contributions, in respect of each dwelling unit authorized in the CD12 zone, at the time of authorization of the dwelling unit:
    - i. \$150 towards the Downtown Parking Fund;
    - ii. \$50 towards the Millstream Creek Enhancement Fund;
    - iii. \$1000 for the City Park Fund;
    - iv. \$100 for the General Amenity Reserve Fund;
    - v. \$200 towards the Fire Truck Fund; and
    - vi. \$500 towards the Affordable Housing Reserve Fund;



- (b) provided towards the South Skirt Mountain Sustainability Fund \$50,000 prior to the authorization of the 71<sup>st</sup> dwelling unit in the CD12 zone, and thereafter at the time of authorization of each additional dwelling unit, \$150 per dwelling unit until a total of \$422,850 has been provided;
  - (c) provided towards the Artificial Turf Field North of the Trans Canada Highway Fund \$750 per dwelling unit authorized in the CD12 zone, at the time of authorization of the dwelling unit, until a total of \$1,050,000 has been provided, plus \$350,000 prior to the authorization of the 500<sup>th</sup> dwelling unit in the CD12 zone, \$350,000 prior to the authorization of the 1000<sup>th</sup> dwelling unit, and \$350,000 prior to the authorization of the 1400<sup>th</sup> dwelling unit;
  - (d) entered into a housing agreement with the City of Langford in respect of at least 70 rental dwelling units in the CD12 zone, limiting the units to rental tenure in perpetuity;
  - (e) entered into an agreement with the City to construct, by a date specified in the agreement that is satisfactory to the City in its sole discretion and in each case in accordance with plans approved by the City,
    - i. trail and sidewalk enhancements having a construction value certified by a professional engineer of at least \$250,000;
    - ii. public bus shelters having a construction value certified by a professional engineer of at least \$150,000; and
    - iii. an ecological interpretive area including signage, boardwalk and ecosystem restoration, having a construction value certified by a professional engineer in respect of works other than ecosystem restoration and by a professional biologist in respect of ecosystem restoration works, of at least \$400,000; and
  - (f) entered into a parkland dedication agreement satisfactory to the City, whereby a minimum of 40% of the lands within the CD12 zone (excluding areas Vb and VI) are dedicated as public open space comprising land that has been dedicated and land that is to be dedicated as parkland concurrent with the subdivision of the land of which the parkland forms a part, regardless of the number or area of parcels being created by the subdivision.
- (4) For the purposes of Subsection 6.101.04(3)(a) through (c), a dwelling unit is authorized in the CD12 zone when a building permit authorizing the construction of the dwelling unit is issued, except that in the case of a subdivision of land into lots on which the CD12 regulations permit the construction of only a single family dwelling, dwelling units are authorized on such lots when the approving officer approves the subdivision plan creating the lots.
- (5) Notwithstanding Subsection 6.101.04(2) and (3), land in Areas I, II, III, IV, and V (a & b) of the CD12 zone may be developed for more than 1,445 residential dwellings if the owner of the land proposed to be built upon has provided all of the amenities described in Subsection 6.101.04(3) and has:
- (a) constructed within the CD12 zone in accordance with plans approved by the City two scenic viewpoint facilities having a total construction value certified by a professional engineer of at least \$300,000; and
  - (b) constructed within the CD12 zone in accordance with plans approved by the City a minimum of three playgrounds having an aggregate construction value certified by a professional engineer of at least \$450,000.
- (6) Provided that all of the requirements of Section 6.101.04 have been met, the maximum density of development within Areas I, II, III, IV, and V (a & b) of the CD12 zone is as



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

2017-05-02

Ron Coutre  
Southpoint Partners Ltd.  
2477 Prospector Way  
Victoria, BC V9B 5X6

Dear Sir:

**Subject: Statement of Conditions – SUB15-0028  
2300 Bear Mountain Parkway**

**Project Information: Statement of Conditions for Proposed Subdivision of PID 028-155-785  
Lot 5, Section 114, Esquimalt District, Plan VIP87674**

This letter is to confirm that the above-noted Statement of Conditions for the proposed subdivision of 2350 Bear Mountain Parkway has been extended six (6) months to November 4, 2017.

If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Trina Cruikshank".

Trina Cruikshank, Assistant  
Land Development



City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

2017-11-03

Ron Coutre  
Southpoint Partners Ltd.  
2477 Prospector Way  
Victoria, BC V9B 5X6

Dear Sir:

**Subject: Extension of the Statement of Condition for SUB15-0028 – 2300 Bear Mountain Pkwy  
Extended to 4 November 2018**

This letter is to confirm that the Statement of Conditions for the proposed subdivision at 2300 Bear Mountain Parkway has been extended for one-year and will expire 4 November 2018. Please note, any changes stemming from updated bylaws over the past year are now applicable to this Statement of Conditions.

If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Trina Cruikshank".

Trina Cruikshank, Assistant  
Land Development

**EXHIBIT B – DEVELOPMENT PERMIT**



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

## ***Development Permit No. DP16-0076***

Development Permit No. DP16-0076 is hereby revised and re-issued by the Council for the City of Langford to Rohan Rupf on behalf of SouthPoint Partners within the Intensive Residential Development Permit Areas to allow for the development of 92 single family homes on fee simple lots on the property legally described as: LOT 1 SECTION 114 ESQUIMALT DISTRICT PLAN EPP65048, PID No. 029-932-459 (2300 Bear Mountain Parkway), subject to the following terms and conditions:

### **1. Appendices**

The following requirements are imposed under Section 490 of the *Local Government Act*:

- a) The site shall be developed in substantial compliance with the site plan (Appendix A) attached to and forming part of this permit; and
- b) The site shall be developed in conformity with the general form and character of the sample elevation and floor plans and sample paint palette examples (Appendices B through J) attached to and forming part of this permit.

### **2. Conditions**

The following requirements are imposed under Section 490 of the *Local Government Act*:

#### **BUILDING SCHEME DESIGN GUIDELINES AND APPROVAL**

- a) All individual sites and houses shall be designed in accordance with the Statutory Building Scheme Covenant registered on title. The owner must provide the written approval of the Statutory Building Scheme Administrator of the proposed site and building plans as part of any application for Building Permit submitted to the City;

#### **ZONING**

- b) The site shall be developed in accordance with the requirements of the CD12 (Comprehensive Development 12 – South Skirt Mountain) Zone;
- c) Prior to Subdivision approval of Phase 2 (as shown on Appendix A), the applicant shall:
  - i. Demonstrate ability to provide an adequate amount of on-street parking to a ratio of one space per every two lots and must be properly dimensioned to the satisfaction of the Director of Engineering;

- ii. Provide emergency access through to Bear Mountain Parkway via the parking area identified on the attached plan (Appendix A) to the satisfaction of the Director of Engineering and Approving Officer;

#### FORM AND CHARACTER

- d) Variations in height, rooflines and massing shall be provided to create visual interest;
- e) The residential buildings on the Lands shall not exhibit repetition in design, and in particular there shall not be, within any group of three adjacent dwellings on the Lands, a duplication of building height, roof shape or pitch, porch design, façade fenestration or façade finishing materials;
- f) The residential buildings on the Lands shall have such architectural features as amply proportioned porches and verandas, dormers and gables, belt courses, amply proportioned window and door trim and bargeboards, and variations in finishing materials including wood, rock, and stucco; with a preference of no more than 5 building materials being used on one elevation;
- g) When using stone or rock accents, these should appear as a supporting element to the primary mass and entryway, however they should not be visually heavier than the primary building material on the elevation;
- h) Windows shall not have more than two shapes and should use the same window trim across the elevation, in order to avoid visual clutter;
- i) Windows on the second storey should be smaller or equal in size to the ground-level windows;
- j) The residential buildings on the Lands shall have maximum fenestration of side lot facades as allowable under the *BC Building Code*;
- k) Garage doors should integrate into the overall design of the home and should create visual interest with trim and decorative accents, window transoms and other elements to break up the mass;
- l) Houses on corner lots shall address each street frontage with an attractive building face, including elements that may project into side yard setbacks;

#### LANDSCAPING

- m) Landscaping shall provide:
  - i. Screening for the privacy of occupants of properties adjacent to the intensive residential development;
  - ii. Low-height vegetation between adjacent driveways to mitigate the visual impact of paved surfaces; and
  - iii. Plant species which may be considered drought resistant;
- n) Landscaping/screening areas between parking areas and roads should be a minimum height of 1.2 m (4ft) at time of planting;

- o) All planted areas should be serviced and maintained by an underground automatic sprinkler system;
- p) The areas marked as open space on Appendix A shall be maintained in a natural state and shall be demarcated to prevent intrusion into those areas with the exception of the emergency access route;
- q) The areas marked as open space on Appendix A shall be maintained in a natural state. Prior to Subdivision approval, the project biologist shall confirm that the areas demarcated as open space are in a natural state. If there has been disturbance to these areas, the applicant shall provide a landscape plan and bond to the Director of Planning to return the area to its natural state;

#### INTERFACE FIRE HAZARD

- s) All buildings must include fire-retardant roof materials and non-combustible siding materials;
- t) Wooden roofing material (shakes or shingles) and non ULC-rated wood siding are specifically prohibited;
- u) Fuel reduced buffers shall be established around new dwellings to a distance equal to 10 m (32 ft) from the perimeter of every building, or to the property boundary, whichever is less;
- v) Prior to subdivision registration, the applicant shall register a Section 219 covenant agreeing that:
  - i. No outdoor burning shall occur on the subject property;
  - ii. A fuel reduced buffer shall be maintained at all times from the perimeter of every building to a distance equal to 10 m (32 ft) from the perimeter of every building, or to the property boundary, whichever is less, and that this area shall be landscaped and maintained with the intent of eliminating the accumulation of combustible debris;
  - iii. If the fuel reduced buffers are not maintained, that the owner shall be required to pay a rent charge to the City of Langford of \$1000 per year; and
- w) All eaves, attics, decks and openings under floors must be screened;
- x) Building design and construction shall generally be consistent with the standards of the *National Fire Protection Association Standard 299* (Standard for Protection of Life and Property from Wildfire);
- y) Residents are encouraged to incorporate fire-resistive native plants, such as deciduous trees (dogwood, Garry Oak); shrubs (redcurrant, snowberry, Saskatoon Berry, baldhip rose); and ground cover (salal, Oregon-grape, evergreen huckleberry, boxwood, ferns) into their landscaped areas;

#### STORMWATER MANAGEMENT

- z) A stormwater management plan, if required, shall be provided, to the satisfaction of the Director of Engineering, prior to issuance of a building permit;
- aa) Due regard shall be given to maintaining the normal drainage system of the subject property, and

regulating both the quality and quantity of stormwater run-off from the site, with the expressed objectives of:

- i. Not increasing the volume of storm water discharge from the site;
- ii. Not increasing the sediment loadings of stormwater discharge from the site; and
- iii. Preventing potential spills of hazardous materials, oils and other contaminants into the stormwater discharge from the site.

**GENERAL**

- bb) All soil removal and deposit works and blasting works shall be approved by the Engineering Department, as required by Bylaw Nos. 181 and 1000, before commencing work. This permit does not imply any approval of such works;
- cc) All road frontage improvements, use of road rights-of-way, off-site works and services shall be approved by the Engineering Department before commencing work. This permit does not imply any approval of such works;
- dd) On-site services are not to be installed in advance of obtaining the necessary permits from the Building and Engineering Departments; and
- ee) Full frontage improvements shall be provided in accordance with Bylaw No. 1000, and to the satisfaction of the Director of Engineering.

**3. Bonding**

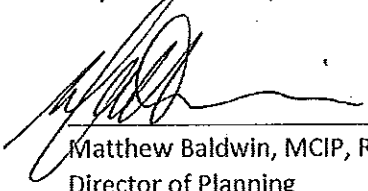
Prior to Subdivision Approval the applicant must deposit the following security under Section 502 of the *Local Government Act*:

- a) An engineering security deposit to the satisfaction of the Director of Engineering for works that may include frontage improvements and roadway damage deposit pursuant to City bylaws.

**4. Expiry**

Pursuant to Section 504 of the *Local Government Act*, this permit will lapse on the second anniversary of the date of issuance unless the works, in accordance with the terms and conditions of this permit, has been substantially started.

Approved by the Director of Planning the 7th day of December, 2016 and revised and re-issued the 28<sup>th</sup> day of November, 2017.

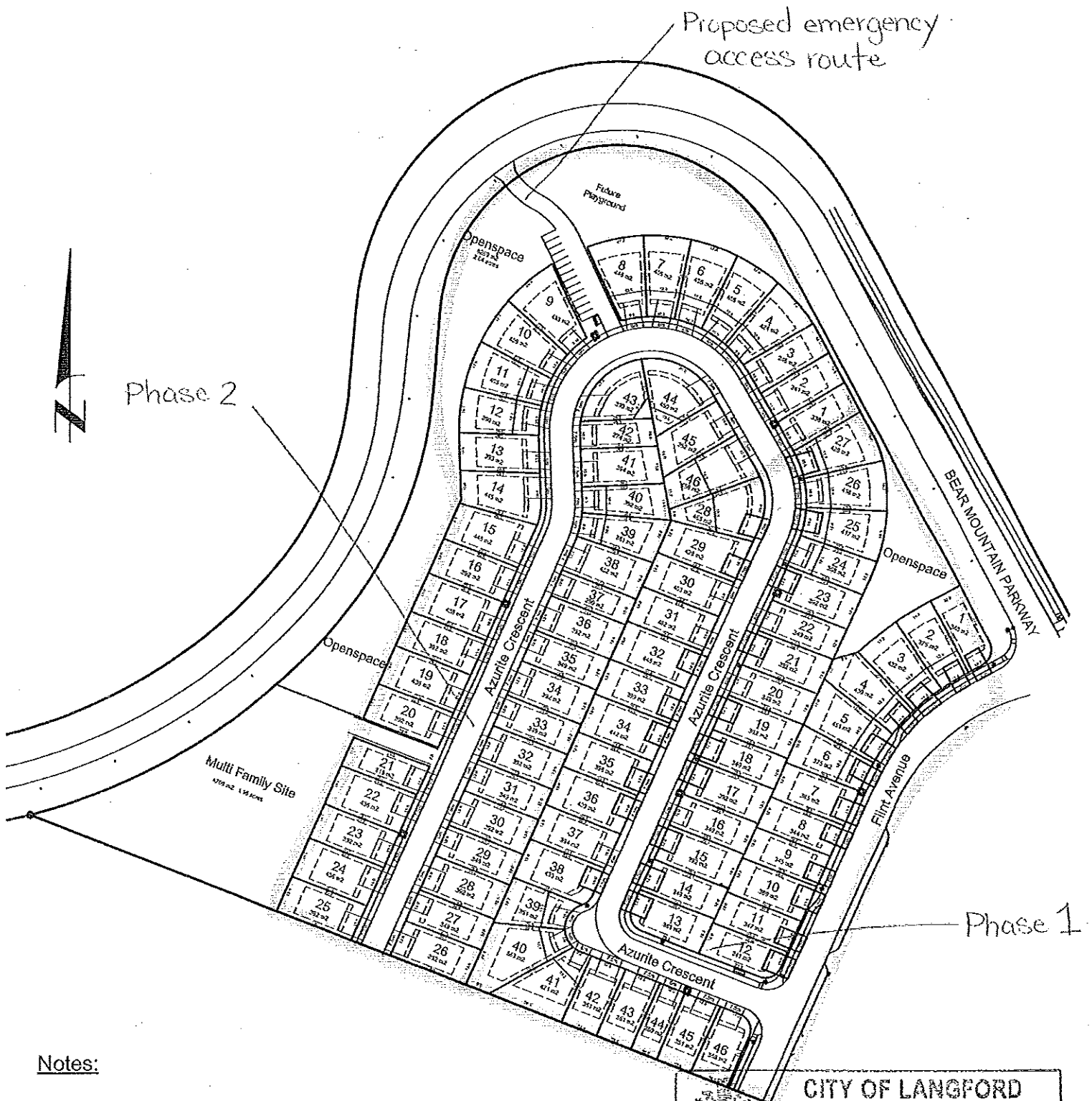


Matthew Baldwin, MCIP, RPP  
Director of Planning  
:sh





# SOUTHPOINT



## Notes:

Rear yard setback = 6.0m  
Front yard setback = 4.5m to building  
6.0m to garage door  
Interior side yard setback = 1.51m  
Exterior side yard setback = 2.0m



**CITY OF LANGFORD**  
Development Permit

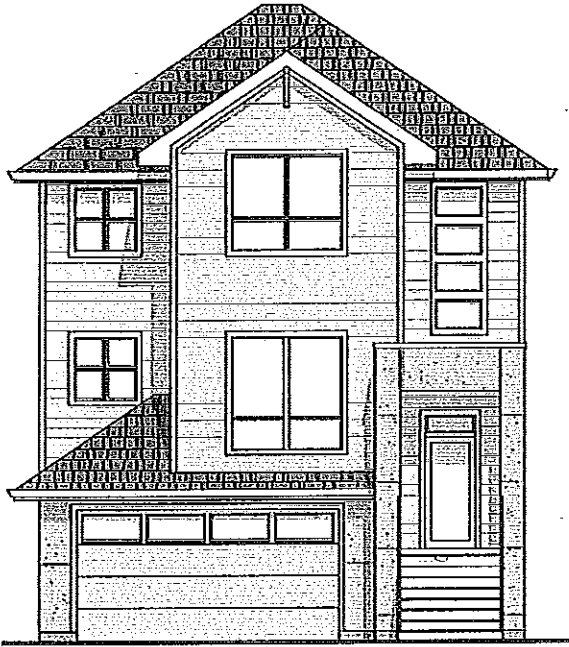
No. 1673  
DP.

Appendix A

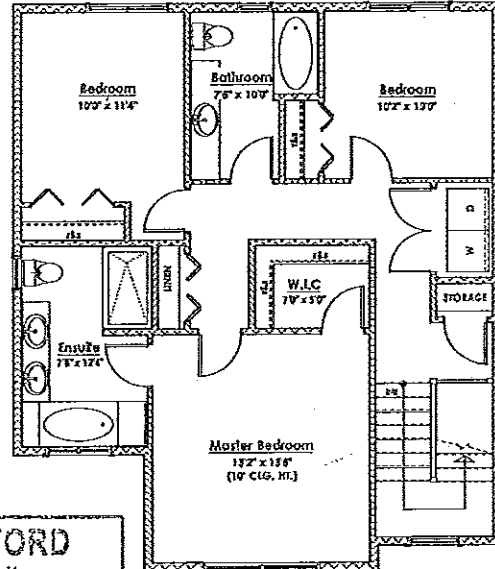
City Planner

Issued

# Sample Elevation & Floor Plan #1



\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice:  
Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



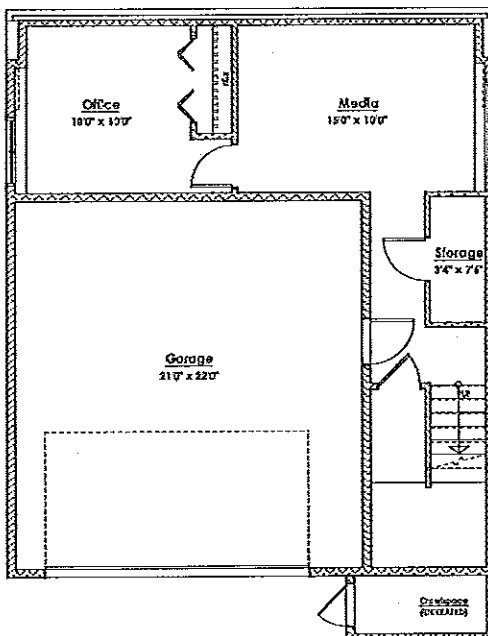
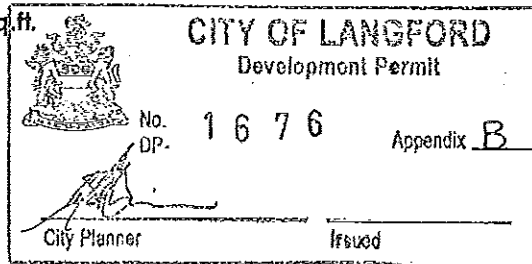
**Upper Floor**  
936 sq.ft.

## LIVING AREA

Primary: 2416 sq.ft.

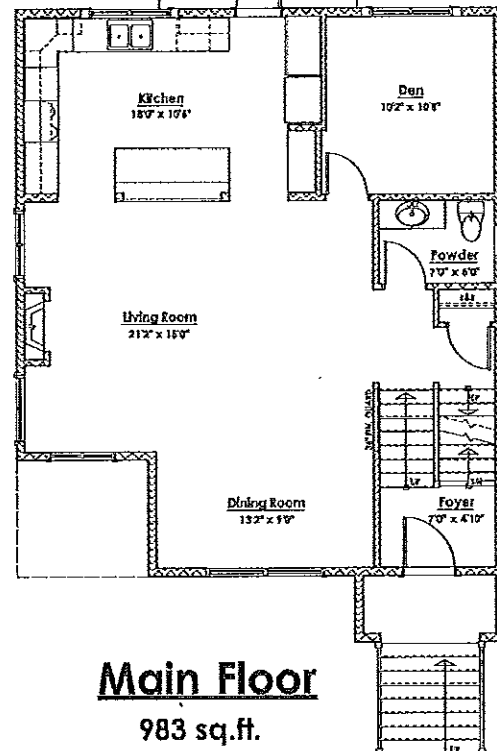
## OTHER

Garage: 506 sq.ft.



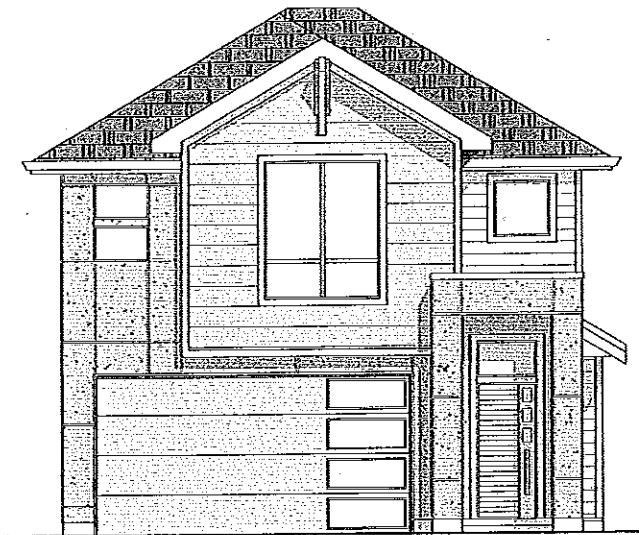
**Lower Floor**

497 sq.ft.

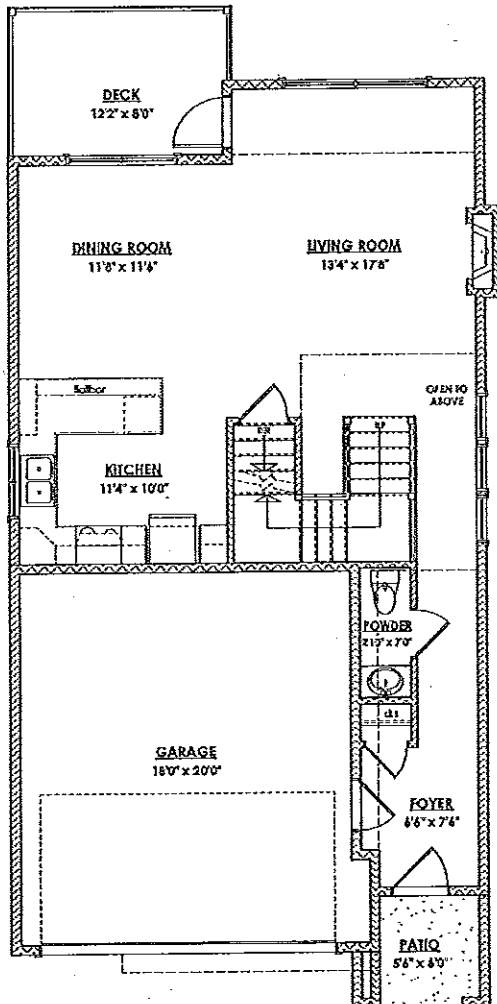


**Main Floor**

983 sq.ft.



**Front Elevation**



**Main Floor**

Living: 753 sq.ft

## Sample Elevation & Floor Plan #2

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only.

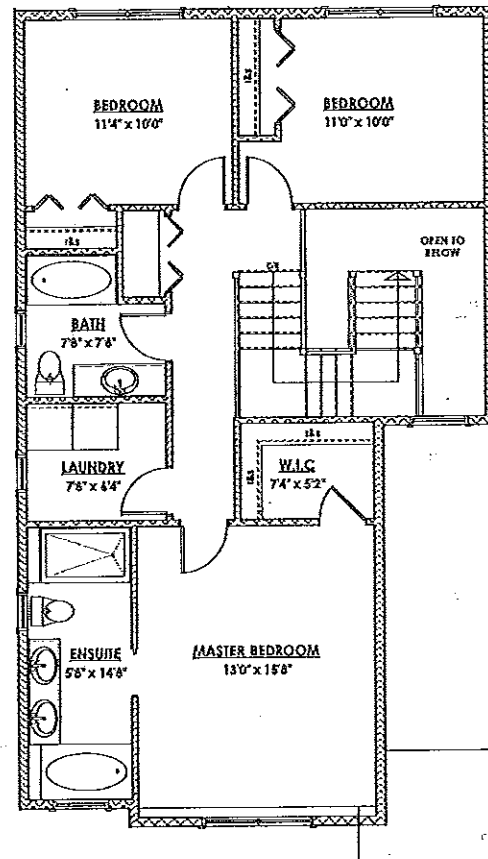
Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.

**CITY OF LANGFORD**  
Development Permit

No. 1676  
DP.

Appendix C1

City Planner \_\_\_\_\_ Issued \_\_\_\_\_



**Upper Floor**

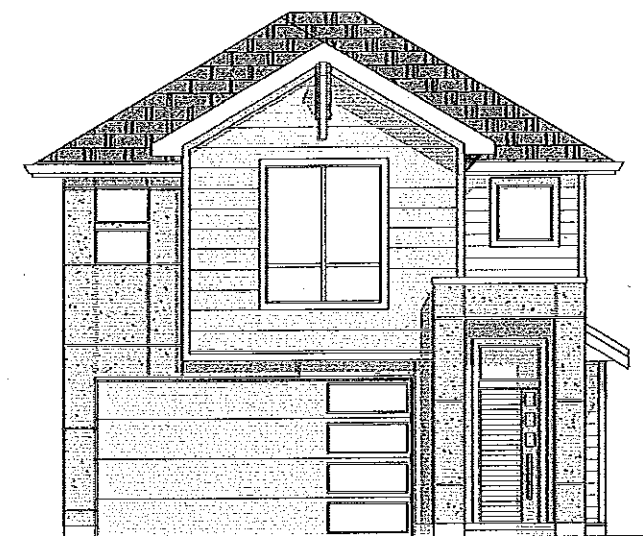
Living: 864 sq.ft

**LIVING AREA**

Primary:	1,625 sq.ft.
Suite:	557 sq.ft.
Total:	2,182 sq.ft.

**OTHER**

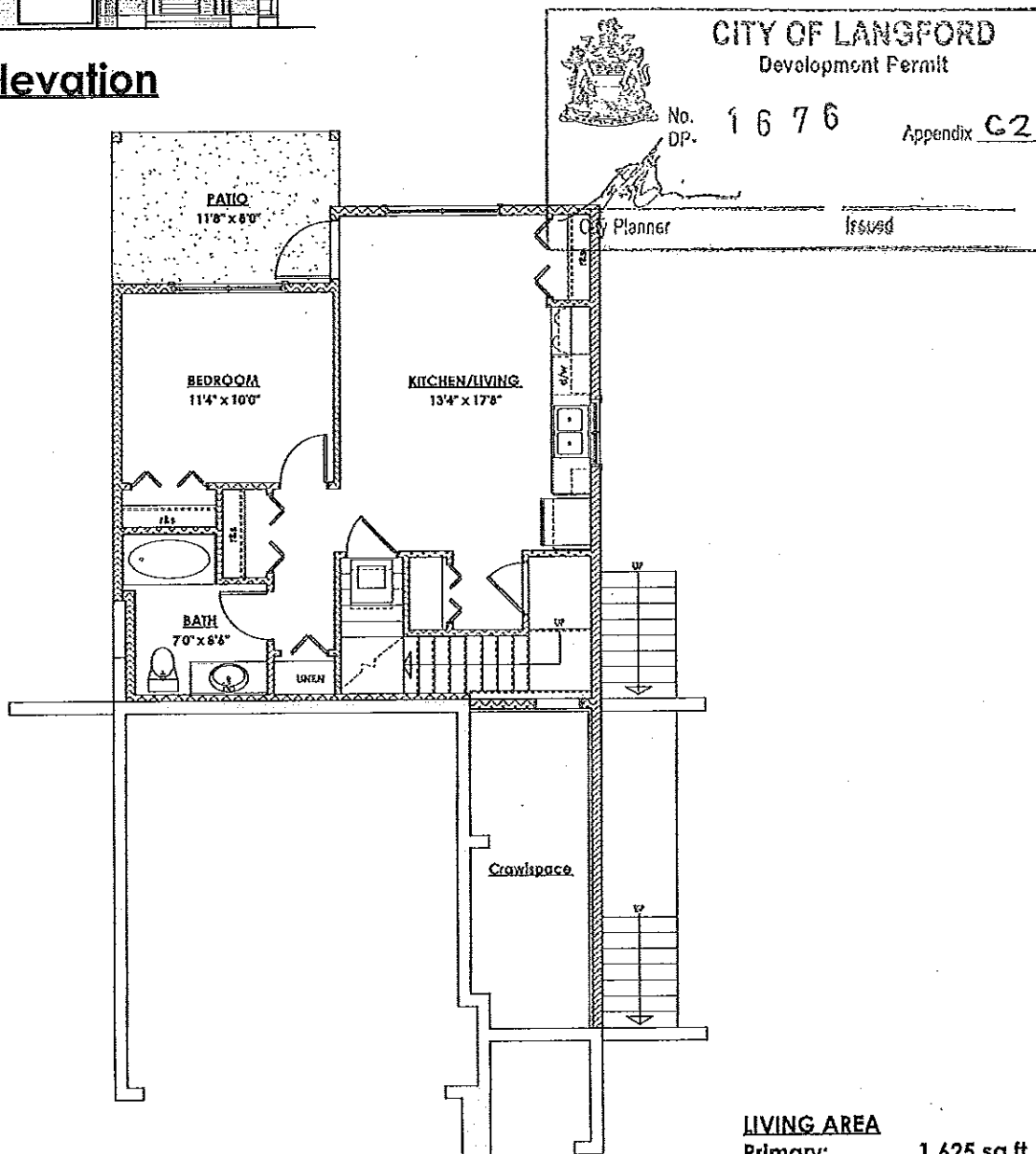
Garage:	404 sq.ft.
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**Front Elevation**

## Sample Elevation & Floor Plan #2

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



### Lower Floor

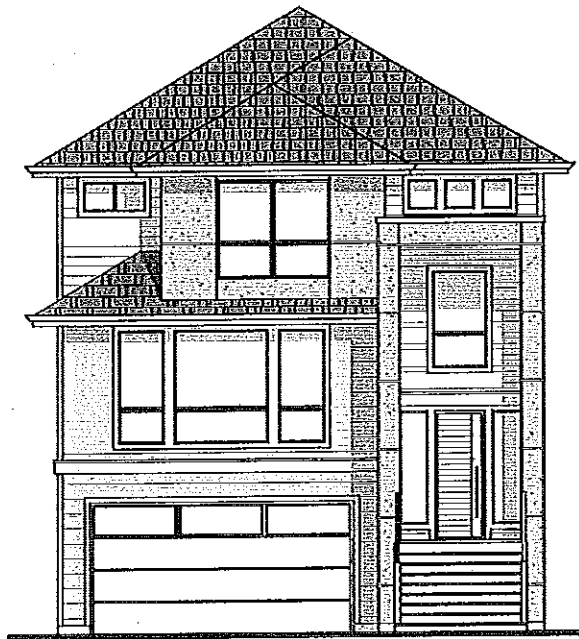
565 sq.ft

#### LIVING AREA

Primary:	1,625 sq.ft.
Suite:	557 sq.ft.
Total:	2,182 sq.ft.

#### OTHER

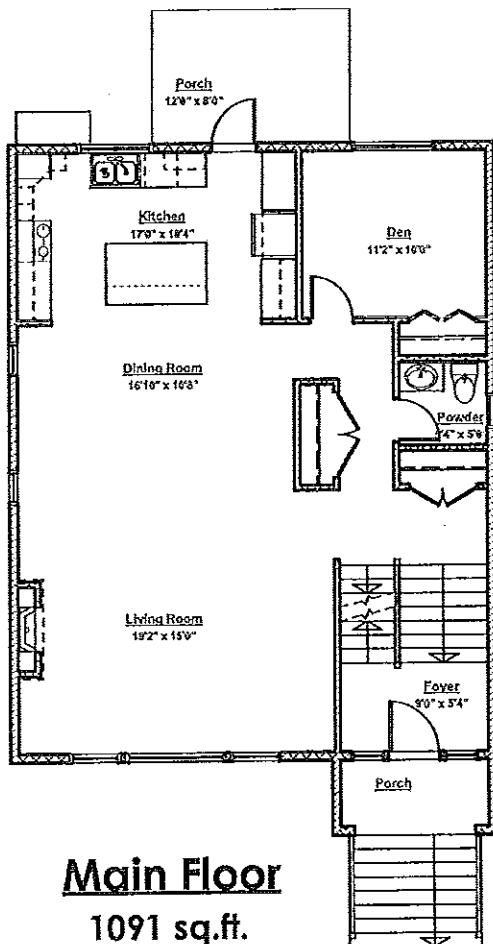
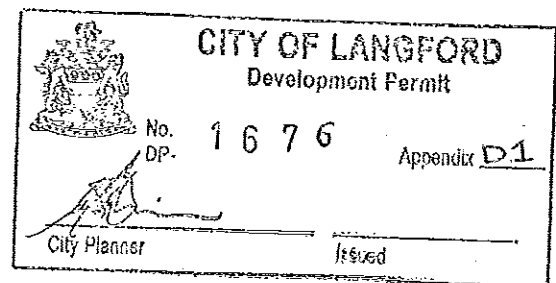
Garage:	404 sq.ft.
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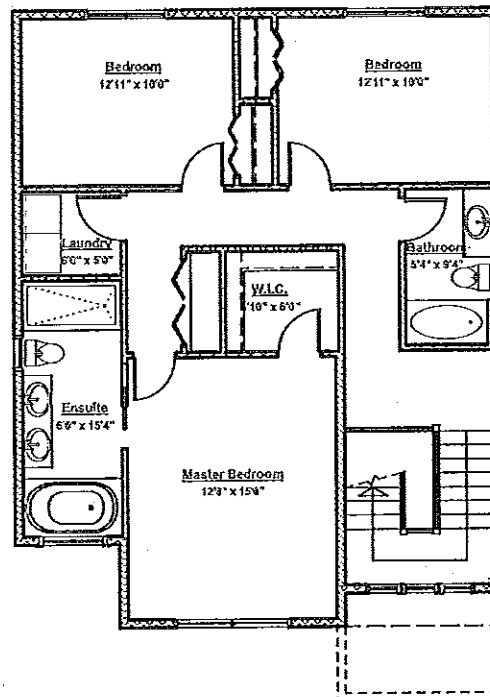
**Front Elevation**

## Sample Elevation & Floor Plan #3

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



**Main Floor**  
1091 sq.ft.



**Upper Floor**  
1030 sq.ft.

LIVING AREA	
Primary:	2136 sq.ft.
Suite:	545 sq.ft.
Total:	2681 sq.ft.

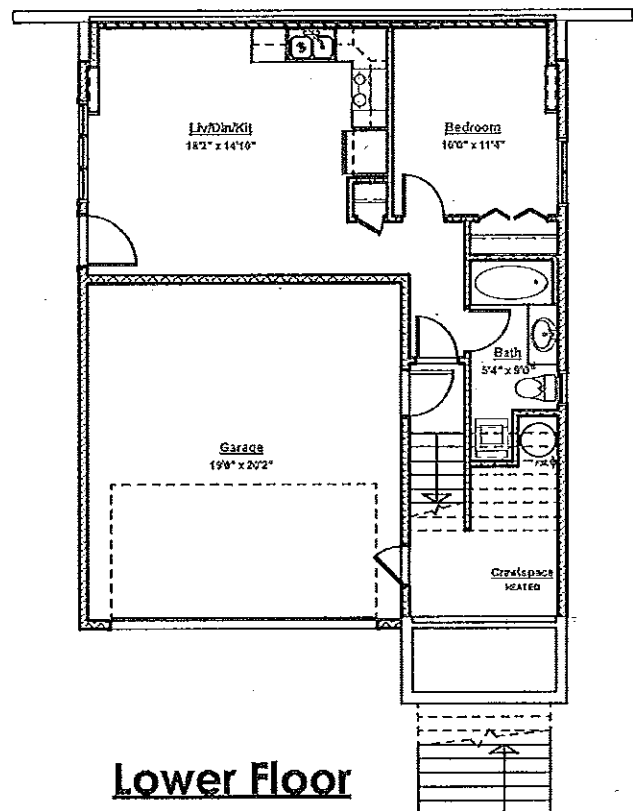
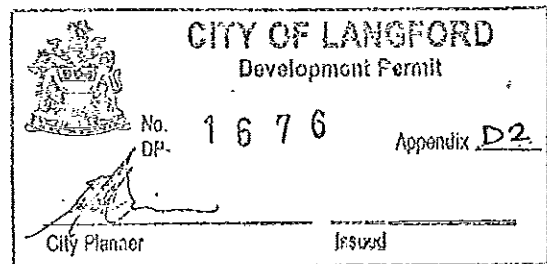
OTHER	
Garage:	423 sq.ft.
Crawlspace:	108 sq.ft.



**Front Elevation**

## Sample Elevation & Floor Plan #3

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



**Lower Floor**  
561 sq.ft.

### **LIVING AREA**

Primary: 2136 sq.ft.  
Suite: 545 sq.ft.  
Total: 2681 sq.ft.

### **OTHER**

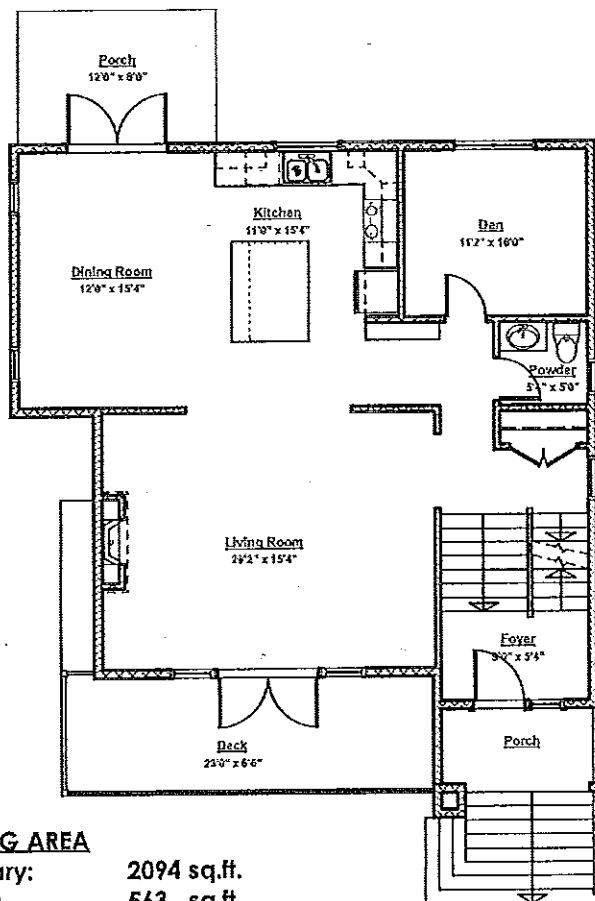
Garage: 423 sq.ft.  
Crawl space: 108 sq.ft.



**Front Elevation**

## Sample Elevation & Floor Plan #4

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



### LIVING AREA

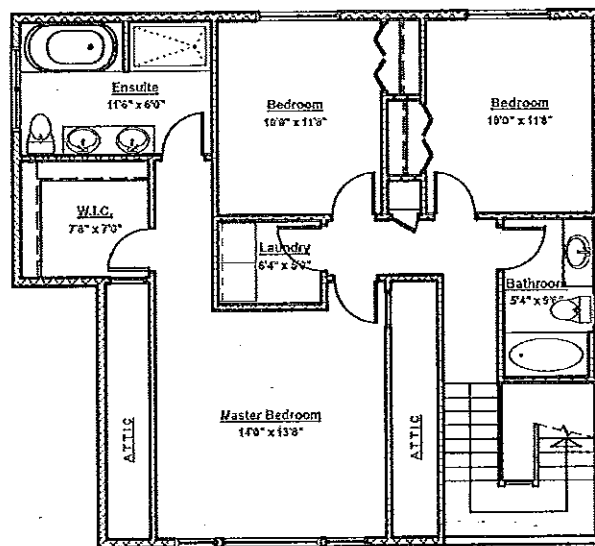
Primary: 2094 sq.ft.  
Suite: 563 sq.ft.  
Total: 2657 sq.ft.

### Main Floor

1078 sq.ft.

### OTHER

Garage: 445 sq.ft.  
Crawlspace: 111 sq.ft.  
Attic: 94 sq.ft.



### Upper Floor

953 sq.ft.

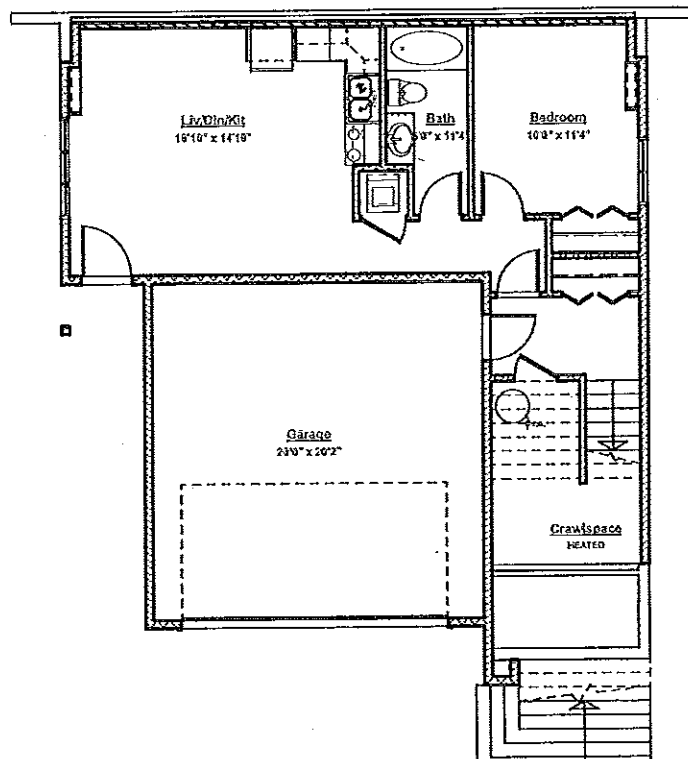
	CITY OF LANGFORD	
	Development Permit	
No. DP- 1676	Appendix E1	
City Planner	Issued	



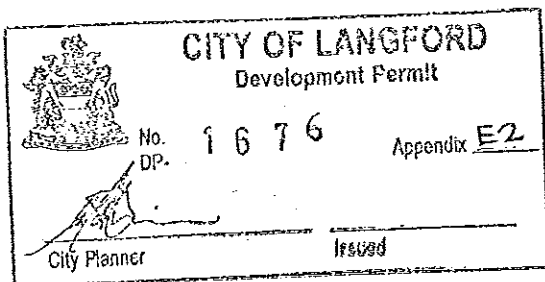
**Front Elevation**

## Sample Elevation & Floor Plan #4

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



**Lower Floor**  
626 sq.ft.



### LIVING AREA

Primary: 2094 sq.ft.  
Suite: 563 sq.ft.  
Total: 2657 sq.ft.

### OTHER



Garage: 445 sq.ft.  
Crawlspace: 111 sq.ft.  
Attic: 94 sq.ft.

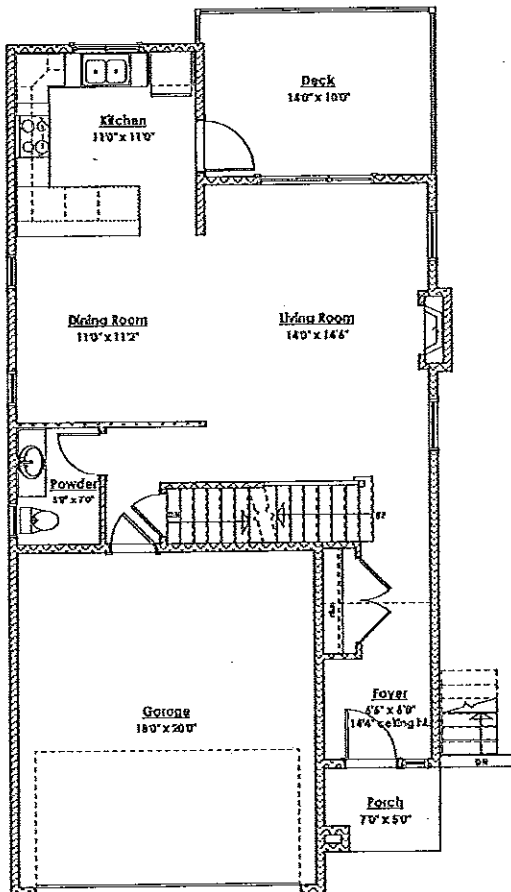




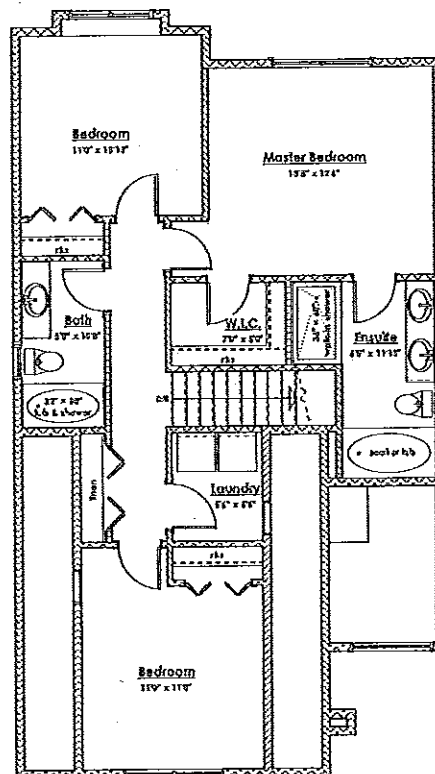
## Sample Elevation & Floor Plan #5

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.

 <b>CITY OF LANGFORD</b> Development Permit	
No. DP-	<b>1676</b>
Appendix <b>F1</b>	
 City Planner	Issued



**Main Floor**  
768 sq.ft.



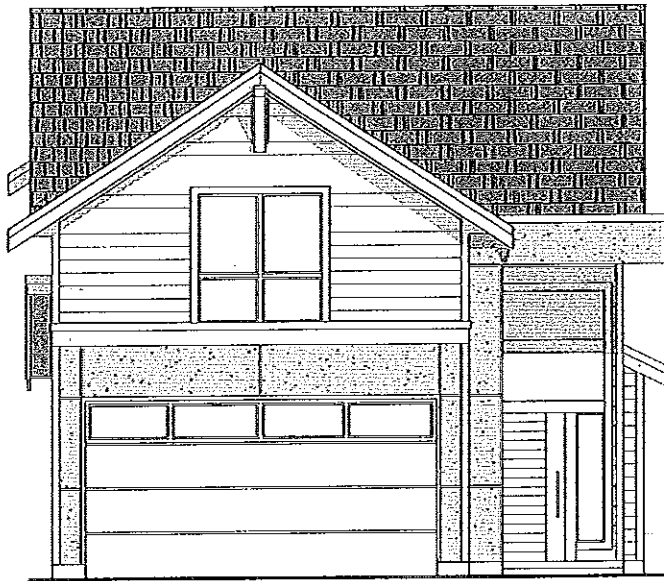
**Upper Floor**  
879 sq.ft.

### LIVING AREA

Primary:	1690 sq.ft.
Suite:	625 sq.ft.
Total:	2315 sq.ft.

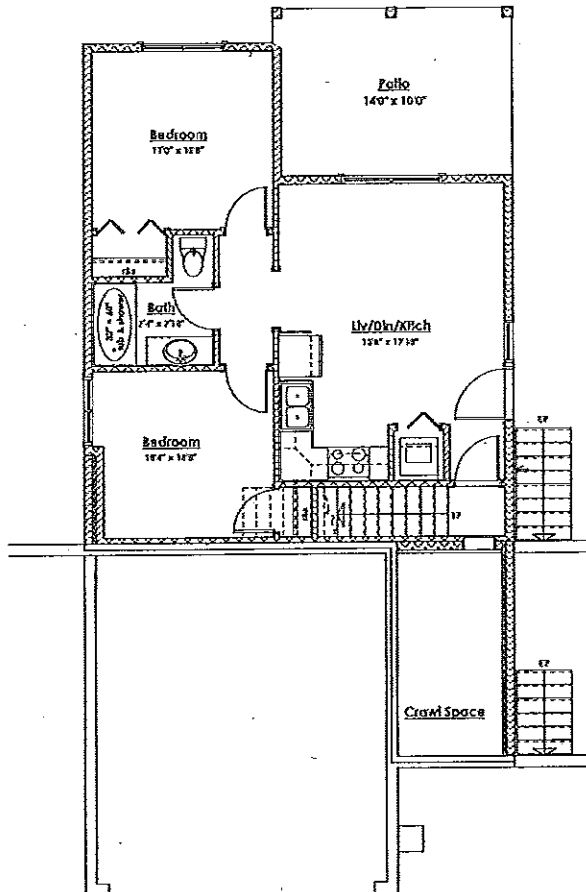
### OTHER

Garage:	399 sq.ft.
---------	------------





## Sample Elevation & Floor Plan #5

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



**Lower Floor**  
668 sq.ft.

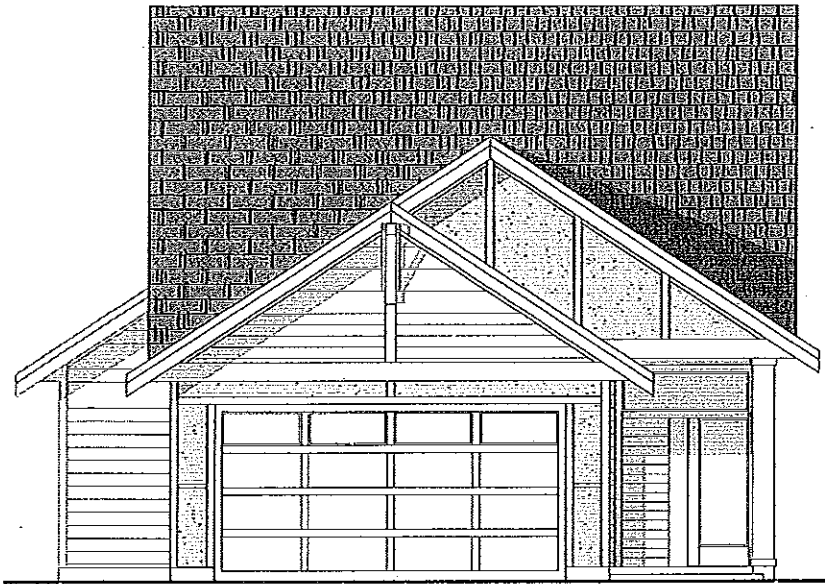
		<b>CITY OF LANGFORD</b>	
		Development Permit	
No. DP-	1676	Appendix F2	
 City Planner		Issued	

### LIVING AREA

Primary:	1690 sq.ft.
Suble:	625 sq.ft.
Total:	2315 sq.ft.

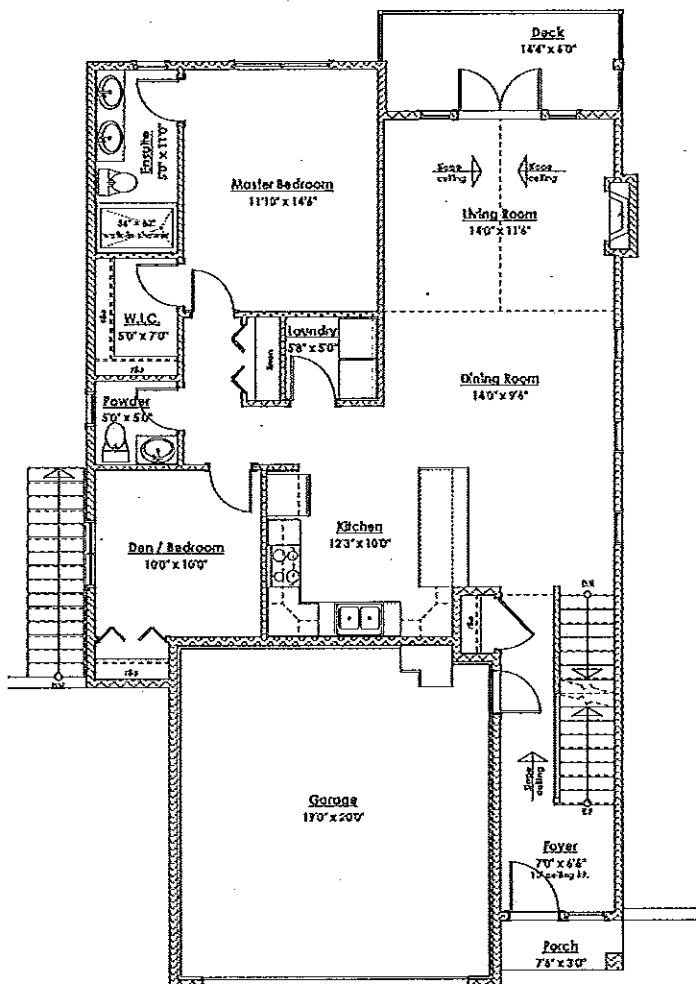
### OTHER

Garage:	399 sq.ft.
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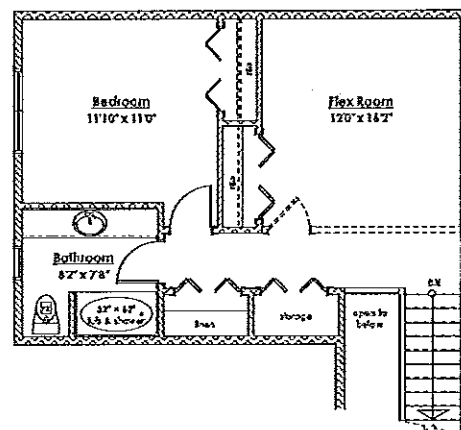
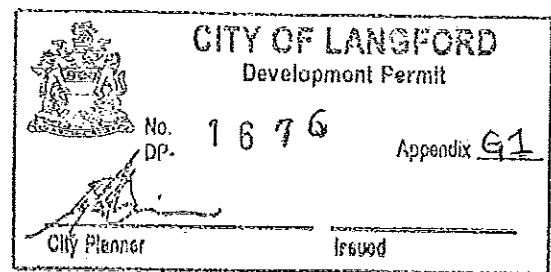
## Sample Elevation & Floor Plan #6

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



### Main Floor

1228 sq.ft.



### Upper Floor

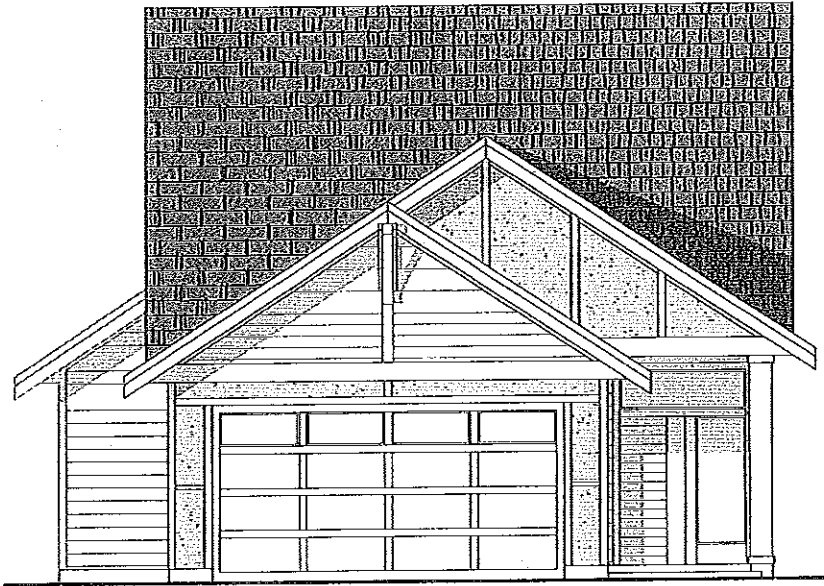
528 sq.ft.

#### LIVING AREA

Primary:	2086 sq.ft.
Suite:	893 sq.ft.
Total:	2979 sq.ft.

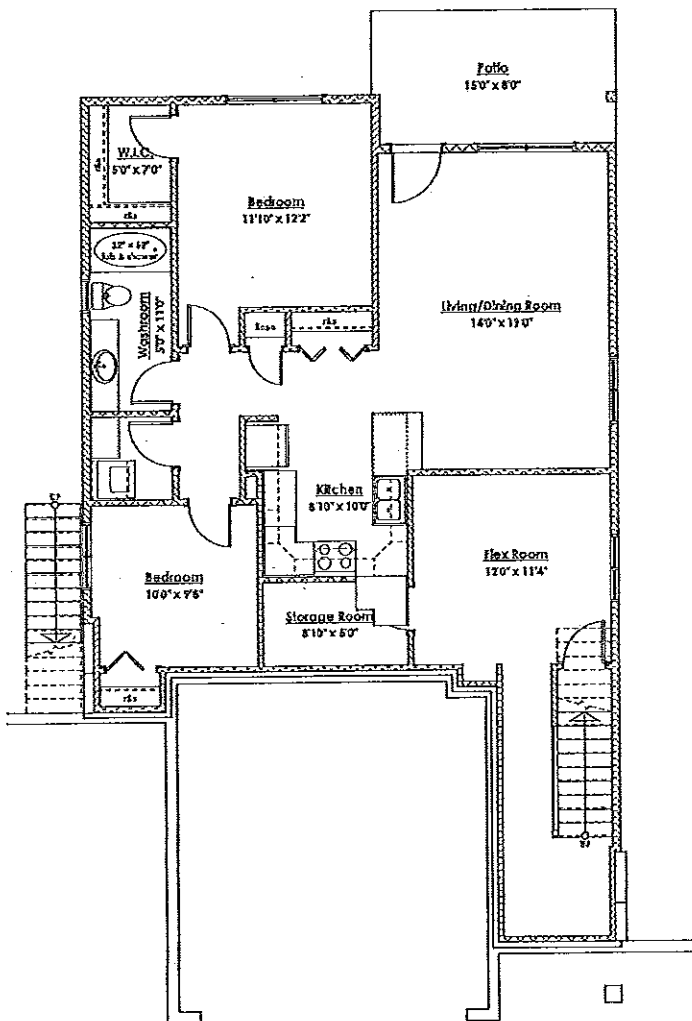
#### OTHER

Garage:	418 sq.ft.
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## Sample Elevation & Floor Plan #6

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



### Lower Floor

1223 sq.ft.

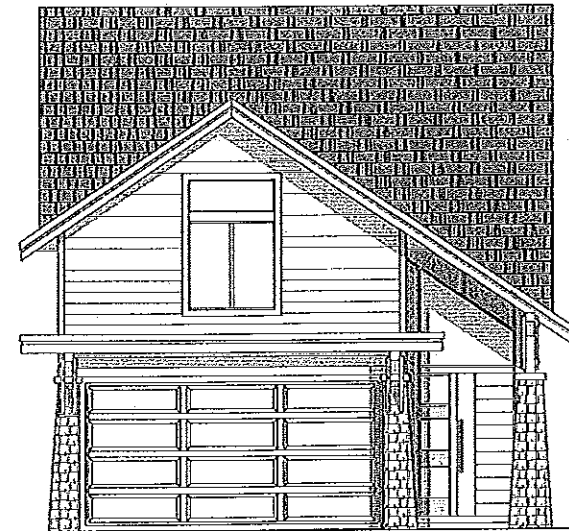
		CITY OF LANGFORD	
		Development Permit	
	No. DP-	1676	Appendix G2
	City Planner	Issued	

### LIVING AREA

Primary:	2086 sq.ft.
Suite:	893 sq.ft.
Total:	2979 sq.ft.

### OTHER

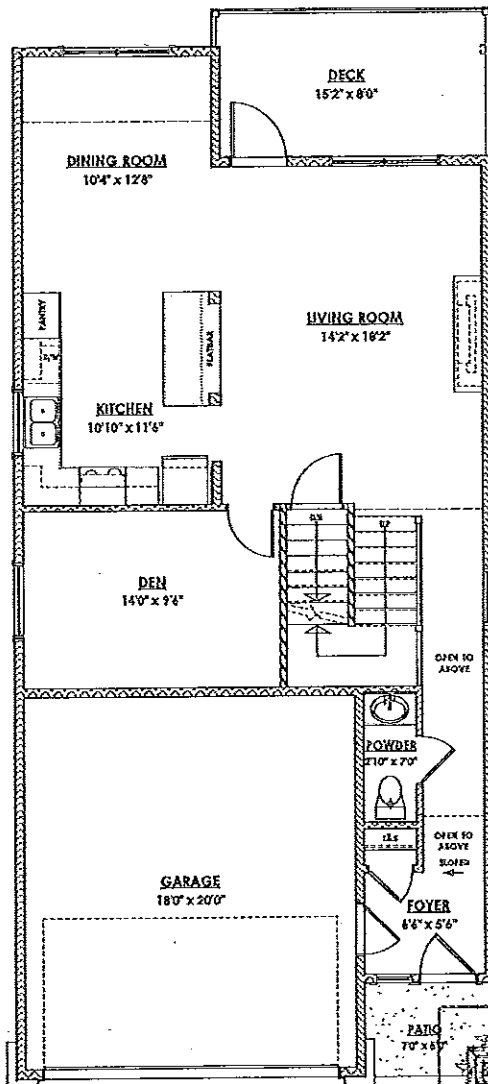
Garage:	418 sq.ft.
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## Sample Elevation & Floor Plan #7

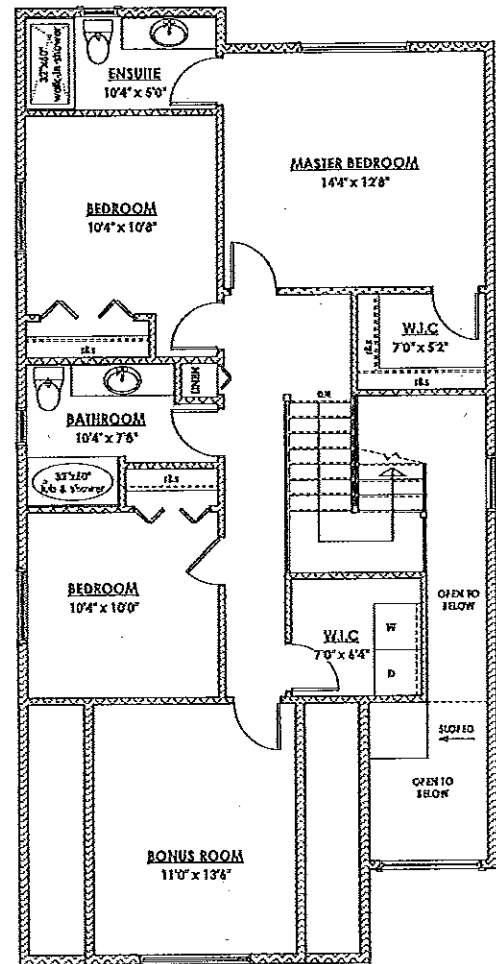
\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.

### Front Elevation



### Main Floor

921 sq.ft



### Upper Floor

978 sq.ft

CITY OF LANGFORD  
Development Permit



No. 1676  
DP.

Appendix H1

City Planner

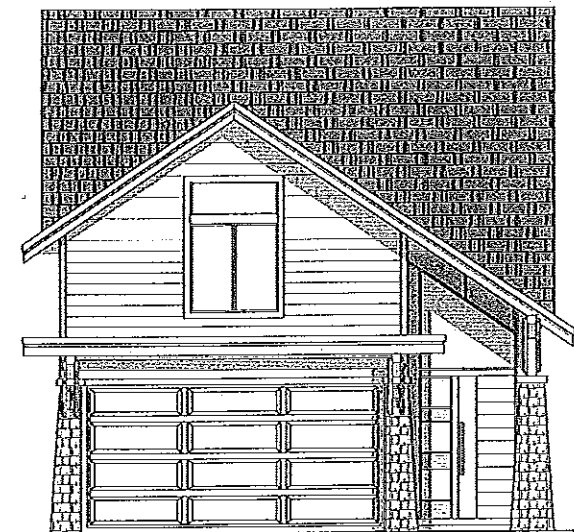
Issued

#### LIVING AREA

Primary:	1,899 sq.ft.
Suite:	752 sq.ft.
Total:	2,651 sq.ft.

#### OTHER

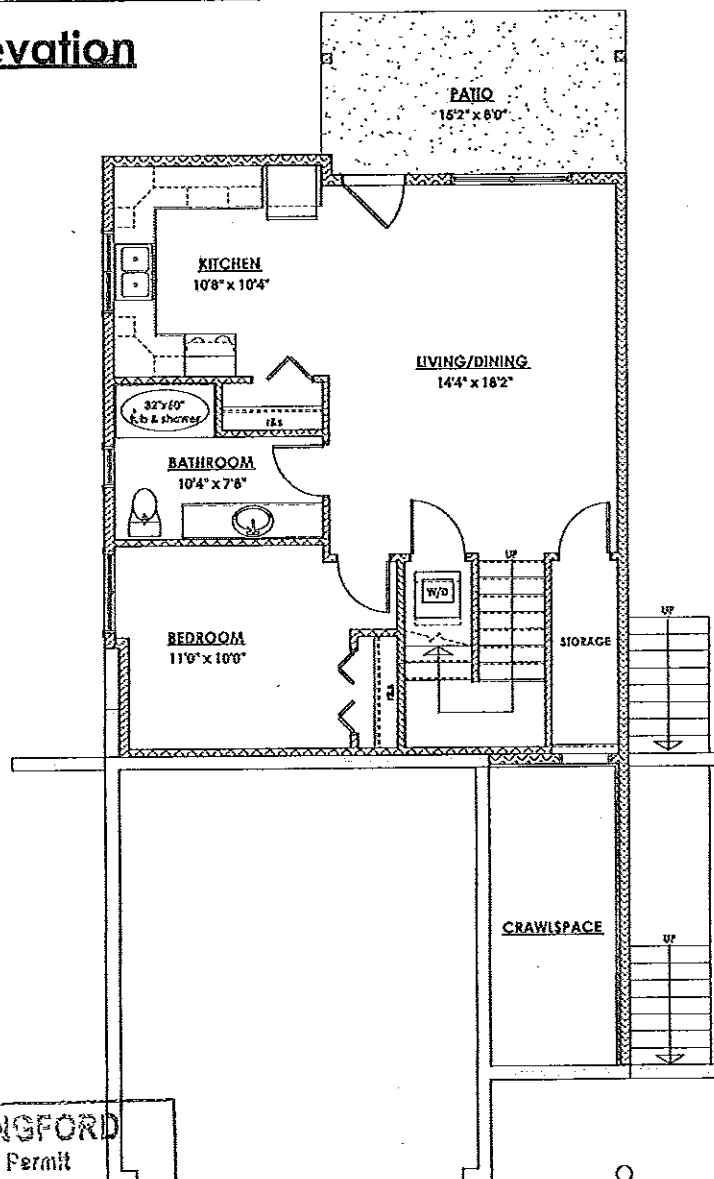
Garage:	399 sq.ft.
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**Front Elevation**

## Sample Elevation & Floor Plan #7

\*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



**Lower Floor**

752 sq.ft

<b>LIVING AREA</b>	
Primary:	1,899 sq.ft.
Suite:	752 sq.ft.
Total:	2,651 sq.ft.

<b>OTHER</b>	
Garage:	399 sq.ft.

**CITY OF LANGFORD**  
Development Permit

No. 1676  
DP- Appendix H2

City Planner \_\_\_\_\_  
Issued \_\_\_\_\_


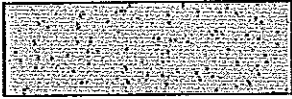






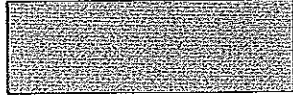


**CITY OF LANGFORD**  
Development Permit

No. **1676** Appendix **I**











City Planner \_\_\_\_\_ Issued \_\_\_\_\_



### Paint Pallet Example # 1

Gutters		Panel Board	
	Genteck-Slate 523		SW- 7016 Mindful Gray
Soffits		7" Lap Siding	
	Genteck-Slate 523		SW- 7019 Gauntlet Gray
Roof		12" Lap Siding	
	PB Mystique 42- Shadow Black		SW- 7019 Gauntlet Gray
Front Door		Trim	
	Natural Cedar Stain		SW- 7020 Black Fox
Garage Door			
	SW- 7017 Dorian Gray		



## Paint Pallet Example # 2

Gutters		Accent Braces	
	Genteck-Canyon Clay 510		SW- 6258 Tricorn Black
Soffits		Panel Board	
	Genteck-Canyon Clay 510		SW- 7052 Gray Area
Roof		7" Lap Siding	
	PB Mystique 42- Shadow Black		SW- 7053 Adaptive Shade
Front Door		10" Lap Siding	
	Natural Cedar Stain		SW- 7047 Porpoise
Garage Door		Trim	
	SW- 7047 Porpoise		SW- 7050 Useful Gray

<b>CITY OF LANGFORD</b> Development Permit 	No. 1676	Appendix 5	Issued
	DP.		
	 City Planner		



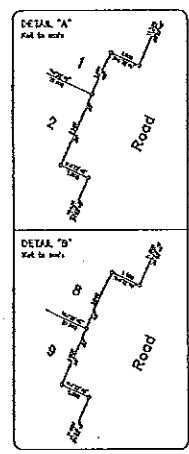
**EXHIBIT C – PROPOSED SUBDIVISION PLAN**

PLAN EPP91838

From	To	Description
0	0	Standard Bank Post
0	0	Standard Bank Post
0	0	Standard Bank Post
0	0	Standard Bank Post

The above shows you a summary of the bank post which are not yet in the bank books.

It is not possible to say that the above is a true statement, but it is a true statement that the above is a true statement.



This plan has with the approval of the  
Appropriation Officer for the City of Longford.

This plan has with the Capital  
Regional District.

The said survey represented by this plan was  
completed on the 13th day of April, 2023.  
Jared Poirer, 2023 2023

THE PUBLIC April 24, 1971

**EXHIBIT D – PROPOSED STATUTORY BUILDING SCHEME**  
**AND SOUTHPOINT DESIGN GUIDELINES**

LAND TITLE ACT

FORM 35  
(section 220(1))

**Declaration of Building Scheme**

NATURE OF INTEREST CHARGE: Building Scheme

FEES OF: \$ \_\_\_\_\_

Address of person entitled to apply to register this building scheme:

Southpoint Partners Ltd. Inc. No. BC0459576  
116-967 Langford Parkway  
Victoria, BC, V9B 0A5

Full name, address, and telephone number of person presenting application:

ERA LAW  
Barristers & Solicitors  
#101-797 Goldstream Avenue  
Victoria, BC, V9B 2X5

\_\_\_\_\_  
Signature of Solicitor

I, Southpoint Partners Ltd. declare that:

1. I am the registered owner in fee simple of the following land (hereinafter called "the Lots")  
  
Lots 1-23, Section 114, Esquimalt District, Plan EPP91838
2. I hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

EXECUTION(S):

Officer Signature(s)

\_\_\_\_\_

(as to both signatures)

Execution Date

Y	M	D

Registered Owner(s) Signature(s)

**SOUTHPOINT PARTNERS LTD.**

By its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

### CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We, NEXTGEN VENTURES LTD. INC. NO. BC1007317, the holders of Mortgage No. CA4648787 and Assignment of Rents No. CA4648788, and FIRST WEST CREDIT UNION, INC. NO. FI 156, the holders of Mortgage No. CA5388647 and Assignment of Rents No. CA5388648 consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

#### EXECUTION(S):

Officer Signature(s)

\_\_\_\_\_

#### Execution Date

Y	M	D

Charge Owner(s) Signature(s)

NEXTGEN VENTURES LTD.

By its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Officer Signature(s)

\_\_\_\_\_

#### Execution Date

Y	M	D

Charge Owner(s) Signature(s)

FIRST WEST CREDIT UNION

By its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

#### OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

## Schedule of Restrictions

1. There shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping or other improvements (a "dwelling" or a "house") unless and until plans and specifications of any dwelling, building, landscaping or other improvements in accordance with the provisions of the design guidelines, attached as Schedule "A" hereto have been submitted to and approved in writing by Southpoint Partners Ltd. (the "Developer") or by its authorized agent or agents who shall have the right and power to approve or arbitrarily reject such plans and specifications. Such plans and specifications shall detail elevations, siting, size, colour scheme and materials to be used and construction shall include grading, filling or other preparatory work on the lot.
2. A Lot shall not be further subdivided or boundaries altered.
3. No mobile, premanufactured or modular homes shall be placed or brought on to any Lot on a temporary or permanent basis.
4. Other than domestic indoor household pets no animals, birds or livestock, including but not limited to poultry, swine, sheep, cows, cattle or other livestock shall be kept on any Lot, at any time, for any purpose.
5. Except a "for sale" sign no greater in size than 1.10 square metres offering a lot or residence for sale, no sign or advertising matter of any kind shall be placed permanently or temporarily on any Lot.
6. Except for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, recreation vehicles, motor homes, trucks, boats, motorcycles and/or commercial vehicles over 1 ton shall be parked, placed or situated on any Lot except inside the house or within an enclosed attached garage on the Lot.
7. No waste or materials of any kind whatsoever shall be stored or accumulated in the open on any Lot.
8. No electrical telephone or other lines/wiring whatsoever shall be erected or installed above ground on any Lot.
9. No wrecked, partially wrecked or unlicensed vehicles, salvage materials, equipment refuse shall be stored or kept on any Lot.
10. No building or part thereof on any Lot or Lots shall be used as a boarding house, rooming house, hotel; motel, time share, beer parlor, resort, store, restaurant, shop, or place of retail trade.
11. No water from any stream culvert; ditch, or pond shall be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond on any lot within the subdivision be altered or interfered with.
12. No mechanical equipment; such as air conditioning compressors, cooling towers or rooftop units, shall be placed on any Lot where they are visually exposed and not screened from view. Consideration should be given to alternatives that do not require exterior equipment placement or building wall penetration.
13. No sound emanating from any machinery or device located on a Lot may exceed 50 dBA at 6 metre.

14. No pole mast, antennae or similar device of any kind, whether for the purposes of receiving or transmitting radio or television signals or otherwise shall be erected or installed above ground on any Lot.
15. No satellite dishes shall be located on the front of any building or structure on a Lot and no satellite dishes shall be permitted unless they are coloured to match or blend with the relative exterior finish of the building, they are a maximum of 600 mm (24 inches) diameter in size and they are screened with plantings from neighboring property. No large ground mounted satellite dishes shall be permitted and no antennae shall be permitted except for antennae located within interior attic applications.
16. No garbage is to be put outside of buildings on a Lot unless in designated animal proof containers. No compost containers shall be permitted unless they are enclosed. No containment structures are permitted in the front yard of a Lot.
17. No recreational facilities such as hot tubs and swimming pools shall be permitted in the front yard or side yards of a Lot.
18. No outbuildings on a Lot, such as a cabana or yard maintenance shed, shall be permitted in the front yard or side yards of a Lot.
19. No improvement or landscaping on a Lot shall be allowed or permitted by any such owner to deteriorate or become unsightly or untidy, it being the intent of these restrictions that each of the Lots and Improvements or landscaping thereon shall be maintained in a neat and attractive state and condition at all times.
20. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision or such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted were never herein contained.
21. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sublessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
22. The building scheme will expire in the year 2050 and thereafter the provisions hereof will be on no further effect.



**SCHEDULE 'A'**  
**Southpoint Building Design Guidelines (Phase 1B- Stage 2)**

**The Vendor and the Buyer**

1. To ensure compliance of form and character of construction and landscaping with 219 Covenant, Disclosure Statement and Building Scheme – as applicable, the Buyer or Buyer (the "Buyer") agrees to pay a design review fee of One Thousand Dollars plus applicable taxes (\$1,050.00), to the Administrator as designated by Southpoint Partners Ltd. (hereafter referred to as "the Administrator") and to post a Ten Thousand Dollar (\$10,000.00) deposit into the Compliance Deposit Trust Account for Southpoint Partners Ltd. upon completion of the lot purchase.
2. The compliance deposit will be returned after a final inspection by the Administrator and its report to Southpoint Partners Ltd. (the "Vendor") that all form and character of construction and landscaping have been satisfactorily completed, and the Vendor's notice to the Administrator of its acceptance of the report.
3. If the inspection reveals any deficiencies, the Administrator will notify the Buyer in writing, with a copy to the Vendor, along with a request that the Buyer rectify the deficiencies within a specified period of time, and that the Buyer is responsible to request a subsequent inspection by the Administrator on completion of the deficiencies.
4. The Vendor may draw on the compliance deposit to offset damage to public or private works, or abutting properties, or to offset costs to complete deficient construction, landscaping works or damage caused by the Buyer's contractors, trades, movers, landscapers or other representatives or agents, after written notice of damage or deficiency has been delivered to the Buyer.

**Approval by the Administrator**

5. Wherever or whenever the approval or consent of the Administrator is required to be obtained, the approval or consent may be given by the officer, agent, person or persons that may from time to time be nominated, appointed or designated in writing by the Administrator for that purpose and that power of appointment or right of nomination may be delegated by the Administrator, and these appointees or nominees shall have the right to withhold approval of, or their consent to, and may reject, any matter or thing being submitted for approval or consent.
6. The Administrator expressly reserves the right to exempt Lots from any of the restrictions herein.
7. The Buyer, or any person, contractor, subcontractor, entity, advisor or consultant representing the Buyer, or acting on behalf of the Buyer with respect to the matters herein (the "Buyer's Agent"), agrees to release, and indemnify and save harmless, the Vendor and the Administrator, its agents, employees, appointees, or nominees, from and against all liability, actions, cause of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Buyer, or anyone else, arising from the granting or existence of this Agreement, or from

performance by the Buyer of this Agreement, or any default of the Buyer under or in respect to this Agreement.

8. No approvals by the Administrator are valid or effective unless made/given in writing.
9. The Southpoint development requires that a building permit must be applied for within 12 months from the transfer of lot title and that application to the Administrator for final inspection of the building and for an occupancy permit from the City of Langford, must occur no later than 12 months after the issuance of a building permit.
10. Until permitted in writing by the Administrator, evidenced by a stamped approval of construction drawings, no person will commence any form of construction, including:
  - (a) application for a building permit;
  - (b) construction of any buildings, landscaping or other improvements of whatsoever nature; or
  - (c) Tree removal, clearing or grading; on any Lot.
11. Prior to obtaining the approval of any form of construction, the Buyer shall submit to the Administrator two sets of full construction drawings, including plans and specifications showing elevations and all exterior finish materials and colours as well as deck and railing finishes and colours and a detailed site plan prepared by a licensed British Columbia Land Surveyor or building designer which includes gross area, location of building envelope and set-backs, dimensions, existing grade elevation at 1.0 meter intervals and proposed main floor and finished parking floor elevation information, maximum overall building height, location of all corners of all buildings, location and nature of all hard surfaces, design, colour, height, materials and locations of all fencing, all of which shall be prepared in accordance with the requirements set out herein (the "Plans and Specifications") for the Administrator's review.
12. The Buyer shall obtain the services of qualified architects or designers, professional engineers and consultants to determine the appropriate nature, elevation and location of all buildings, improvements, retaining walls and drainage systems to be installed on the Lot.
13. The Buyer is responsible to work to conditions, including retaining walls, on the Lot as they existed at the time of purchase, and to coordinate proposed retaining wall specifications, front-to-rear earth retention structures and hard surfaces located adjacent to neighboring property lines, with abutting neighbours. As per industry standard buyers of high-side lot grades are responsible for earth retaining walls.
14. All buildings and other improvements must conform to the height and setback requirements contained in the applicable City of Langford zoning bylaw and any Covenant registered on title to the property.
15. The Administrator shall have the right to require the construction of site drainage systems and retaining walls to specifications prescribed by a professional engineer and approved by the Administrator.

16. The Administrator shall review the submitted Plans and Specifications in a timely manner and will either approve or reject the Plans and Specifications in writing. If the Administrator rejects the Plans and Specifications it may also provide, but is not required to provide, recommendations for alterations in accordance with the requirements set out herein. The Administrator's approval is with respect to form and character of the Plans and Specifications in accordance with this schedule of restrictions only.
17. No verbal agreement or conversation made or had at any time with any officer, agent or employee of the Administrator or the Vendor shall be deemed to be an approval or in any way affect or modify any of the terms or obligations stated herein.
18. The approval by the Administrator shall in no way be implied or deemed to be an exemption from building code, ordinances, bylaws, rules, regulations or orders of government or municipal authorities or any other applicable laws, and the Buyer shall be solely responsible for complying with such restrictions.
19. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
20. Notwithstanding approval of the Plans and Specifications, no construction of improvements will be commenced on a Lot except:
  - a) in accordance with the approved Plans and Specifications; and
  - b) In compliance with all applicable laws, bylaws, ordinances, rules, regulations or orders of governmental or municipal authorities.
21. Where a secondary suite is permitted Buyers will be subject to provision of a suite-designated parking space. Suites are to comply with the provisions of all applicable bylaws of the City of Langford.

#### **Completion and Final Inspection by the Administrator**

22. Application to the Administrator for final inspection of the building(s), and application for an occupancy permit from the City of Langford, must occur no later than twelve months (12 months) after the issuance of a Building Permit by the City of Langford.
23. Application to the Administrator for final inspection of the landscaping must occur no later than six (6) months after issuance of the occupancy permit by the City of Langford. Reasonable minor extensions in order to accommodate circumstances such as weather and time of year may be granted by the Administrator upon written request from the Buyer.

#### **Building Standards-Energy Efficiency**

24. No building or improvement shall be constructed on the Lots unless the improvement or building:
  - a. has been certified in, at a minimum, the Bronze category (efficiency level minimum of 75) under the Built Green system; or

- b. has been certified as complying with Canada Green Building Council LEED-NC; or
- c. has achieved an equivalent certification under a certification system satisfactory to the City of Langford.

#### **Siting**

25. No principle building may be located:
- a) within 4.5m of any front lot line;
  - b) within 6.0m of any front lot line to the garage ;
  - c) within 2.0m of any exterior side lot line;
  - d) within 1.51m of any interior side lot line;
  - e) within 6.0m of any rear lot line.

#### **Architectural Character**

26. All buildings must conform to the City of Langford Development Permit DP16-0076.
27. All building(s) are to be consistent with a Traditional Contemporary style which includes:
- a) Traditional pitched roofs with a maximum (6:12) pitch, with complimentary accent roofs that can be either flat or pitched;
  - b) Dormer or secondary roofs can be equal to but not exceed the height of the main roof;
  - c) Sleek lines, square and rectangular shapes are encouraged;
  - d) A varied use of exterior materials is encouraged with a preference of no more than 5 building materials being used on one elevation; and
  - e) Exteriors should be free of heavy ornamentation and details should be streamlined and uncomplicated in design.
  - f) All front entry doors are to be visible from the fronting street.

#### **Regarding and Retaining Wall Requirements**

28. Where applicable, the Buyer shall, at the Buyer's expense, construct any and all retaining walls on the low side of the Lot to bring the Lot to a grade established by the qualified architects, designers or professional engineers and approved by the Administrator.
29. Retaining walls are to be mortared walls of natural rock consistent with those on neighbouring properties, except that the Administrator, at its sole discretion, may approve alternative walls where not visible from off the property, or deemed appropriate by the Administrator.
30. All concrete or masonry walls approved by the Administrator, and in excess of 1.2 meters in height, are to be approved by a professional geotechnical engineer.
31. Cuts and fills should be minimized and where required, feathered into the existing terrain or retained by walls. All such grade changes are to take place within the Lot. Steep slopes are to be

avoided within landscaped areas.

### **Garages**

32. All houses must have a garage with a minimum width of five and a half (5.5) meters and capable of parking a minimum of two (2) vehicles, however, the Administrator will consider single car garages on narrow lots. Carports and similar structures are not permitted.
33. Both attached and detached garages must pose an architectural character (style and proportion) consistent with the home and must have similar detailing, finish and colour.
34. Where suite approval has been granted, in addition to the foregoing garage requirements, a suite-designated parking space, minimum 2.6 meters (8' 6") wide and 5.5 meters (18') long, free and clear of all services, pipes and appurtenances, must be provided.
35. No triple garages shall be constructed unless at least one (1) garage is set forward or back a minimum of 0.6 meters.
36. Garages must have a height not greater than three and one-half (3.5) meters from the finished floor to the eaves or underside of the joists, measured at the garage face door. Over-height garages are not permitted.

### **Vehicular Parking**

37. Parking is to be on the Lot and within designated parking spaces, or an internal garage.
38. Storage of boats, camping trailers or recreational vehicles on a Lot is only permitted within the confines of a garage.

### **Roofing**

39. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
40. Roofing materials are to be fiberglass asphalt; torch-on pea gravel; coil-coated or anodized standing seam or self-locking sheet-metal, slate; tile or tile panels; all in earth-tones, including but not necessarily limited to, dark or medium grey to grey-brown, or black. Other fire-resistant roofing materials will be considered by the Administrator.

### **Building Height**

41. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.
42. For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure.

43. The maximum building height will be the lesser of A or B listed below:

*A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.*

*A2. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly.*

*A3. The roof above the second storey is to have a maximum roof pitch of (6:12) habitable area is permitted within the approved roof line.*

*A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.*

*A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.*

*A6. There shall be no height restriction for any storeys below road grade.*

*B. 10.65 meters above the average curb elevation fronting the lot.*

#### **Mechanical Equipment and Appurtenances**

44. Heat pumps and other appurtenances are not to be installed where prominent from adjacent streets, or are to be screened as to be non-obtrusive to neighbouring properties and streets.

45. Direct vents on the front face of the home or where visible from a road are discouraged.

46. No exterior antennas of any kind for any purpose are permitted.

47. No signage, other than real estate or builder information signs, and not in excess of (1.1 square meters) (12 square feet) in size, is permitted on any Lot.

48. No hand-written signs are permitted.

#### **Exterior Walls, Columns and Trim Details**

49. All colours are to be neutral tones. Natural wood with contrasting trim and accent material colours is encouraged. No vibrant or garish colours will be approved.

50. Natural or stained wood; pre-stained or painted cedar or Hardie (or equivalent) shingles; Hardie siding or cement panels with battens (coloured to match) and flashing or Easy Trim revealed edges and sheet-steel panels or siding (e.g. Longboard); natural stone (river rock is not permitted); cultured stone; ceramic tile; brick; non-reflective panel glazing; and acrylic stucco are permitted. Limited use of exposed concrete is permitted for accent.

51. Industrial type plastic materials are not permitted.

52. Extensive areas of unfinished or un-textured concrete are not permitted.
53. Natural rock or stone facing is preferred. Culture stone will be considered for approval by the Administrator where the Administrator deems it has an appearance equivalent in appearance to natural stone.
54. All stone or rock installed on the front elevation on columns, is to be constructed to a minimum of (1.2 m) (48") in height.
55. Rock or stone is to wrap corners by a minimum of (0.75 m) (30") and partial walls are to be capped with (2") nominal sills which overhang the rock or stone by minimum (1").
56. The width of all stone or rock clad portions of columns is to be a minimum of (0.55 m) (22" square).
57. The wood portion of all columns is to be a minimum of (0.30 m) (12" square), with the exceptions that natural solid timber columns, or rear columns, may be a minimum of (0.25 m) (10") square.
58. Battens are to be a minimum of (1" x 3" ) spaced at intervals of (0.40 m) (16") or (1" x 4" ) spaced at intervals of (0.60 m) (24"). Battens are to be the same colour or tone as the backing board.

#### Landscaping

59. No construction or improvements are to occur until a landscape plan prepared by a qualified landscaper or qualified landscape technician is submitted to the Administrator for approval.
60. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
61. The landscape plan is to describe the layout including retaining walls, driveways, walkways and/or fencing design and must meet the standard to which the landscape and hard surface works are to be installed and completed.
62. Care is to be taken to avoid existing services. Where service relocation is required to accommodate landscape or construction plans, the Buyer is responsible for all costs.
63. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 50% hard surface.
64. The remaining planting area is to be not more than 50% lawn or grass with the remainder a combination of perennials, ornamental shrubbery, trees and small areas of annual plantings.
65. Artificial grass is not permitted in front yards or boulevards within the neighborhood but will be considered in rear yards and areas of limited sunlight on a case-by-case basis to be approved by the Design Administrator.

66. Fronting Boulevard areas that are the responsibility of the lot Buyer are to be completed with natural grass sod or approved plantings and irrigated to the curb and/or sidewalk.
67. The Vendor shall only be responsible for the installation of boulevard tree(s) where required by the City and to irrigate the tree(s) only.
68. All Boulevard area are to be permanently maintained by the Lot Buyer.
69. Plantings are to be to current BC Society of Landscape Architects or BC Landscape, Nursery Association standards. Deer-resistant plants are to be used. Generally, plant spacing should not exceed 600 mm (24 inches). Growing medium depth is to industry standards. Planting beds are to be mulched for weed control and for decorative values until plants grow in.
70. Streets, driveways and sidewalks are to be cleaned after landscaping.
71. Minimal use of screened (1-1/2" +) ornamental river rock may be permitted as a landscape accent provided that it is installed over landscape cloth.
72. No improvement or building shall be constructed on the Lots unless it is equipped with one or more of the following features designed to reduce the use of potable water:
  - a. use in landscaping plant species approved by a landscape architect as being drought-tolerant; or
  - b. use of an irrigation system using only water stored on-site from natural precipitation; or
  - c. use of a drip irrigation system; or
  - d. use of an alternative irrigation system approved in writing by the City of Langford.

#### **Driveway, Walkways & Exterior Stairways**

73. Driveways are to be constructed between the curb and the home, in a location approved by the Administrator, and are to be finished with two finish elements; types of concrete finish, combination of concrete and paver stone, designs or colours. Coloured concrete is to be mechanically coloured prior to pouring.
74. Pedestrian walkway access to suites and walkways either side of buildings are to be of concrete or exposed aggregate concrete design.
75. Where exterior stairway access is required, stairway stringers and treads to be constructed of suitable exterior wood products.
76. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum --

#### **Structures, Sheds and Fences**

77. Detailed plans, including the proposed location, for all exterior structures are to be submitted to the



Administrator for approval. Plans are to include dimensions and all elevations and a design and finish that is complimentary to the architecture and finish of the house.

78. No railings, fences or walls are to be constructed without written approval of the Administrator.
79. Front yard fencing is not permitted.
80. Side-yard fencing is not to extend beyond the front face of the building and no fences should exceed five feet in height.
  - a. All wood fencing is to be finished in clear Sikkens cedar stain.
  - b. Use of colored paints on wooden fences is not permitted.
  - c. Only Administrator approved property boundary fencing, and roadside screen fencing are permitted.

#### Decks

81. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
82. Perimeter visual screening is required where the clearance between the underside of the deck and the grade is four feet or less, or where there is a potential for storage.
83. Where exterior deck stairway access is required, stairway stringers and treads are to be constructed of suitable exterior wood products.
84. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum.

#### Construction Practices

85. Buyers shall keep the Lot, as well as abutting streets, sidewalks, and boulevards clean and orderly during construction. All debris is to be removed in a timely manner. No material or debris shall be stored or placed on an adjacent property or disposed of onsite. A Buyer who fails to comply or to have their builder, contractor or trades comply with these requirements, on seventy-two (72) hours written notice by the Administrator, will be charge for clean-up carried out on behalf of the Buyer under direction of the Administrator.
86. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins.
87. Buyers shall obtain the prior approval from neighboring Lot Buyers before trespassing onto abutting Lots, where required for construction purposes. Buyers shall not unreasonably withhold permission for abutting property Buyers, and their contractors, to trespass where required for construction. No permission to trespass is granted herein.
88. House excavation or construction shall not undermine the slope stability of an abutting property, road base or other public space such as parks, curbs or sidewalks. Appropriate temporary and/or

permanent earth retention measures must be approved by a professional engineer, and assure the integrity of abutting property.

89. Buyers will be responsible for redress, or to have their contractor or trades redress, any damage caused during construction to other properties, whether public or private.
90. Buyers are responsible for providing portable toilets, and the maintenance and the costs thereof, from commencement of construction to completion of landscaping.

**EXHIBIT E – FORM OF CONTRACT AND SALE PURCHASE AGREEMENT**

## CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

### Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:  
- attending to execution documents.  
Costs of clearing title, including:- investigating title,  
- discharge fees charged by  
encumbrance holders,  
- prepayment penalties.  
Real Estate Commission (plus GST).  
Goods and Services Tax (if applicable).

### Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:  
- searching title,  
- drafting documents.  
Land Title Registration fees.  
Survey Certificate (if required).  
Costs of Mortgage, including:  
- mortgage company's Lawyer/Notary.  
- appraisal (if applicable)  
- Land Title Registration fees.  
Fire Insurance Premium.  
Sales Tax (if applicable).  
Property Transfer Tax.  
Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

SELLER: <u>Southpoint Partners Ltd</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: <u>813 Goldstream Ave</u>	ADDRESS: _____
_____	_____
Victoria BC PC: <u>V9B2X8</u>	_____ PC: _____
PHONE: _____	PHONE: _____
_____	OCCUPATION: _____

### PROPERTY:

UNIT NO. <u>Victoria BC</u>	ADDRESS OF PROPERTY <u>N/A New Construction</u>
CITY/TOWN/MUNICIPALITY <u>N/A New Constructi</u>	POSTAL CODE _____
PID _____	OTHER PID(S) _____
Proposed Lot _____, Section 114, Esquimalt District, Plan 83521	

### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: A total of 10% of the purchase price, \$5000.00 payable within one business day of acceptance by certified cheque or bank draft, with the remainder payable upon removal of all conditions by certified cheque or bank draft.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to ERA Law In Trust and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

## PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

- 1) Addenda 1 though \_\_\_ form part of this contract.
- 2) Appendix A forms part of this contract.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. \_\_\_\_\_  
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 5 \_\_\_\_\_ p. m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
\_\_\_\_\_
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, yr. \_\_\_\_\_ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:  
1) Appendix A forms part of this contract.

**BUT EXCLUDING:** \_\_\_\_\_

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on As Per Plans \_\_\_\_\_ yr. \_\_\_\_\_
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the

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INITIALS

## PROPERTY ADDRESS

Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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INITIALS

PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled 'Privacy Notice and Consent.'

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

**20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

**20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with  
M. Hartshorne PREC, Greg Burke PREC, J. Raappana, S. Williamson, R. Duch (Designated Agent(s)/Licensee(s))  
who is/are licensed in relation to Royal LePage Coast Capital /Pemberton Holmes (Brokerage).

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INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with  
\_\_\_\_\_  
(Designated Agent(s)/Licensee(s))  
who is/are licensed in relation to \_\_\_\_\_ (Brokerage).

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INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with  
\_\_\_\_\_  
(Designated Agent(s)/Licensee(s))  
who is/are licensed in relation to \_\_\_\_\_ (Brokerage),  
having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated \_\_\_\_\_.

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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INITIALS



PROPERTY ADDRESS

**22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

**23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

**24. OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_\_ m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X \_\_\_\_\_  
WITNESS BUYER  PRINT NAME

X \_\_\_\_\_  
WITNESS BUYER  PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes ☐ ☐  
INITIALS


No ☐ ☐  
INITIALS

**25. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA ☐ ☐ NON-RESIDENT OF CANADA ☐ ☐ as defined under the *Income Tax Act*.  
INITIALS INITIALS

X \_\_\_\_\_  
WITNESS SELLER  Southpoint Partners Ltd  
PRINT NAME

X \_\_\_\_\_  
WITNESS SELLER  PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

## CONTRACT OF PURCHASE AND SALE

## ADDENDUM #1

DATE: \_\_\_\_\_

Re: \_\_\_\_\_ (the Property)

Proposed Lot \_\_\_\_\_, Section 114, Esquimalt District, Plan EPP 83521 attached to and forming part of the Contract of Purchase and Sale Dated the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

Southpoint Partners Ltd.

as Seller

AND:

\_\_\_\_\_  
\_\_\_\_\_

as Buyer(s)

as Buyer(s)

THE UNDERSIGNED AGREE AS FOLLOWS:

1. The purchase price does not include GST. If the Buyer is a GST registrant and satisfies the requirements of s. 221(2)(b) of the *Excise Tax Act*, the Seller is relieved of its obligation to collect and remit GST, and the purchaser will self-assess for any amount of GST payable. A purchaser should consult its own tax advisors regarding self-assessment and direct remittance of GST.
2. The Buyer shall be required to pay a compliance deposit in the amount of Ten Thousand (\$10,000.00) Dollars (the "Compliance Deposit") to the Seller on the Completion Date and shall be adjusted on the Statement of Adjustments between the parties. The Compliance Deposit shall be refundable at the discretion of the Seller and will be released to the Buyer following substantial completion of the building and landscape works, at which time the Seller will conduct a final inspection. Provided the building as constructed and the landscape work complies with the approved plans and specifications, the Seller will return the Compliance Deposit to the Buyer. Interest will not be paid on the Compliance Deposit by the Seller to the Buyer.
3. Prior to applying for a building permit and prior to commencing any construction, the Buyer shall be required to pay to the Seller a non-refundable design review fee in the amount of One Thousand (\$1,000.00) Dollars plus applicable taxes.
4. The Buyer must deliver to the Seller or the Seller's solicitor the Form A Transfer and Seller's Statement of Adjustments at least 4 business days prior to the Completion Date.
5. All deposits are to be held in a trust account until completion of this transaction or earlier termination of this Contract, by the Seller's solicitors.
6. This Contract cannot be assigned by the Buyer without the express prior written consent of the Seller, which consent may be withheld. There may be a fee of 2.5% of the purchase price if the contract is assigned.

7. The Buyer is aware that site visits must only occur during appointments which have been scheduled in advance with the Listing Realtor.
8. In addition to those things set out in clause 9 of the Contract of Purchase and Sale, permitted encumbrances include registered or pending restrictive covenants, easements, rights of way, building schemes and other charges on title to the property as at the Completion Date.
9. If the subdivision registration with the Land Title Office is not expected to be available prior to the agreed Completion Date, the Seller may change the Completion Date and Possession Date unilaterally by providing notice to the Buyer. The Seller may subsequently extend the Completion Date one or more times, provided however that in no case may the eventual amended Completion Date be later than 90 days following the original Completion Date. Notice of an initial extension must be given not fewer than 14 days prior to the previously agreed Completion Date, while notice of subsequent extensions may be given within the then current extension period.
10. At the sole and absolute discretion of the Seller, the Seller may construct retaining walls of rock, concrete or other construction materials on the Property or on adjacent lots and roadways to deal with grade changes between the Property, adjacent lots and roadways. Landscaping may include sod and/or garden beds, where grades permit, installed as and when weather permits and on public areas only.
11. The Buyer agrees that the Seller may, in its absolute and unfettered discretion, allow electrical service boxes (and all works associated with electrical service boxes) to be installed on lots within the development, boulevards, adjacent lots, or roadways as may be required.
12. The buyer is aware that driveway locations and the width of the driveway at the property line are fixed pursuant to the City of Langford requirements, and are to be constructed pursuant to Appendix A of this Contract of Purchase and Sale. The driveway width at the property line for this lot is \_\_\_\_\_ metres.
13. This agreement constitutes the Buyer's written consent to receive disclosure statements, including amendments from the Seller, by electronic means. Electronic delivery may be made by emailing or faxing a copy to the Buyer or the Buyer's Realtor.
14. The Buyer acknowledges that one of the Sellers is also a licensed Realtor.
15. The Buyer acknowledges that one of the Sellers has a relationship with one of the listing Realtors.
16. The Buyer acknowledges and confirms the Seller does not and has not provided any representations or warranties regarding views or the likelihood of views from the Property; the Buyer realizes that additional subdivisions of adjacent and adjoining lots may occur in the future.
17. The Buyer hereby acknowledges that upon the Completion Date, the Property will have a restrictive covenant registered on the Property title which restricts the maximum height of any building that can be constructed on the Property. The disclosure statement which has been provided to the Buyer contains more detailed information about this restrictive covenant.

18. The Seller intends to construct retaining walls along the rear property line of all lots (where, and if, the developer deems it necessary). The Buyer hereby grants permission and access to the Seller and the Seller's contractors, agents, and employees to the rear six (6) metres of the subject lot for a period not to exceed 180 days after the Completion Date of each lot for the purpose of completing any work with respect to the construction of the retaining walls. The Purchaser further covenants and agrees to keep such area clear of any and all obstructions.
19. The Buyer acknowledges that the Seller requires that a building permit must be applied for within 12 months from the transfer of lot title and that application to the Administrator for final inspection of the building and for an occupancy permit from the City of Langford, must occur no later than 12 months after the issuance of a building permit.

20. I/We, the Purchaser(s) of Lot \_\_\_\_\_ of the above development, HEREBY ACKNOWLEDGE the receipt of a true copy of the DISCLOSURE STATEMENT and AMENDMENTS filed to date (if applicable) dated \_\_\_\_\_ (please write the dates of the amendments or write "N/A" if not applicable) filed in respect of the above development and also HEREBY ACKNOWLEDGE that I/We have been afforded the opportunity to read the said DISCLOSURE STATEMENT and AMENDMENTS filed to date (if applicable).

DATED at \_\_\_\_\_ British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness \_\_\_\_\_ Buyer \_\_\_\_\_

Witness \_\_\_\_\_ Buyer \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_

# CONTRACT OF PURCHASE AND SALE ADDENDUM 2

MLS® NO.:

DATE:

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

Victoria BC

N/A New Constructi

RE: ADDRESS

Proposed Lot \_\_\_\_\_, Section 114, Esquimalt District, Plan 83521

LEGAL DESCRIPTION:

N/A New Constructi

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_

MADE BETWEEN \_\_\_\_\_ AS BUYER, AND

Southpoint Partners Ltd \_\_\_\_\_ AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. Subject to the Buyer arranging mortgage financing on or before \_\_\_\_\_, 201\_\_ for an amount, at and interest rate, and on terms and conditions satisfactory to the Buyers. This condition is for the sole benefit of the Buyer.
2. Subject to the Buyer's lawyer's approval on or before \_\_\_\_\_, 201\_\_. This conditions is for the sole benefit of the Buyer.
3. The Buyers email address: \_\_\_\_\_ and phone number: \_\_\_\_\_ will be provided to the seller to send disclosure amendment updates and miscellaneous information.

X

WITNESS

BUYER

SEAL

PRINT NAME

X

WITNESS

BUYER

SEAL

PRINT NAME

X

WITNESS

SELLER

SEAL

Southpoint Partners Ltd

PRINT NAME

X

WITNESS

SELLER

SEAL

PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

**EXHIBIT F – PROPOSED FORM OF SECTION 219 BUILDING RESTRICTION,  
NUISANCE, AND ENERGY EFFICIENCY REQUIREMENTS COVENANT**

TERMS OF INSTRUMENT – PART 2  
SECTION 219 COVENANT

This COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2019, is

BETWEEN:

**SOUTHPOINT PARTNERS LTD.**  
INC. NO. BC0459476  
116-967 Langford Parkway  
Victoria, BC, V9B 0A5

(the "Owner")

AND:

**CITY OF LANGFORD,**  
2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8

(the "City")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of that certain parcel of land and premises in City of Langford, in the Province of British Columbia, and legally described in Item 2 of the Form C attached hereto (the "Lands").
- B. The Grantor has applied to the approving officer of the City to subdivide the Land for residential use, and the approving officer has required the Grantor to grant certain covenants to the City in order to approve the subdivision;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- D. The City has requested and the Grantor has agreed to grant a covenant pursuant to Section 219 of the *Land Title Act* restricting the use of the Lands and buildings on the Lands in the manner herein provided as a condition of subdivision approval.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of \$1.00 by the City to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* as follows:

**1. GRANT OF SECTION 219 COVENANT**

The Grantor hereby covenants, promises and agrees, pursuant to Section 219 of the *Land Title Act*, that the Grantor shall not use the Lands, or build on the Lands, or permit any building on the Lands, as the case may be, except as provided for in Schedule "A" which is attached hereto. At the discretion of the City, the Grantor may comply with the requirements of Schedule "A" by entering into further agreements with the City to perform one or more of the obligations set out in Schedule "A" by a date specified in the agreement, and provide security to the City for the performance of such obligations in a form and amount satisfactory to the City.

The Grantor covenants with the City to neither apply for a building permit in relation to, nor permit occupation of, the Lands until the Grantor has complied with all the items contained in Schedule "A" which state "prior to the construction of any building on the Lands".

**2. PROXIMITY TO POTENTIAL NUISANCES**

The Grantor further covenants and agrees with the City that from and after the date hereof, for all of the Lands, the Grantor, for itself and for its successors in title and assigns, hereby acknowledges that the Lands lie within a phased development, where some or all of the following may occur:

- a. development of Lands involving land clearing, grading, and servicing;
- b. construction activity such as tree falling, stripping, rock blasting and crushing, utility installation, and grading, which activity may generate noise, ground vibration and dust;
- c. development of the Lands may include changes in land use and densities; and

the Grantor further covenants and agrees that it will not enjoin, or attempt to enjoin, any landowner whose noise and dust is passing over and through the Lands as a result of the legal use of those lands; and/or request or demand the City take abatement action regarding the legal use of lands generating such noise and dust.

**3. INSPECTION**

The City may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.

**4. NO EFFECT ON POWERS**

This agreement does not:

- a. Affect or limit the discretion, rights or powers of the City, or the City's Approving Officer, under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;
- b. Affect or limit any enactment relating to the use, development or subdivision of the Lands; or
- c. Relieve the Transferor from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

**5. RUNS WITH THE LANDS**

The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or part thereof, and shall attach to and run with the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise howsoever.

**6. NO OBLIGATION TO ENFORCE**

The rights given to the City under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expenses in respect of this Agreement.

**7. INDEMNITY**

The Grantor hereby releases, indemnifies and saves harmless the City, its elected officials, officers, employees, agents and others for whom the City is responsible at law from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising in connection with the performance or non-performance by the Grantor of this Agreement or any wrongful act, omission or negligence of the Grantor or a person for whom the Grantor is responsible at law.

**8. GRANTOR'S COST**

The Grantor shall comply with all requirements of this agreement at its own cost and expenses.



**9. CONTRACTUAL OBLIGATION**

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.

**10. WAIVER**

Waiver by the City of any default by the Grantor shall not be deemed to be a waiver of any subsequent default.

**11. BYLAW TO THE CONTRARY**

This Agreement shall restrict the use of the Lands and buildings on the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of Langford, or building or development permit issued by the City all of which, except in the case of direct collision with the provisions contained in this Agreement, will continue to have application.

**12. FURTHER ASSURANCES**

The parties hereto shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement. The Grantor agrees to do everything reasonable necessary at the Grantor's expense to ensure that this Agreement is registered against the title to the Lands with priority over all financial charges, options, rights of first refusal, leases, liens, and encumbrances registered or the registration of which is pending.

**13. POWERS RESERVED**

Nothing contained or implied herein shall prejudice or affect the rights and powers of Langford in the exercise of its functions pursuant to the *Local Government Act* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, including, without limitation, the *Community Charter*, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor.

**14. NO PUBLIC LAW DUTY**

Wherever in this Agreement the City is required or entitled to exercise any discretion in the granting of consent or approval or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

**15. SEVERENCE**

If any part of this Agreement is for any reason held to be invalid by a decision of a court with jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

**16. MODIFICATION OR DISCHARGE**

The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.

**17. INTERPRETATION:**

In this agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
- c. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- d. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- e. reference to any party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees, and invitees of such party, whenever the context so requires or allows.

**18. GOVERNING LAW**

This agreement shall be governed by and constructed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.

**19. ENUREMENT**

This agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be, provided that the Transferor shall not be liable for any breach of this agreement occurring after the Transferor ceases to be the Transferor of the Lands.

**20. ENTIRE AGREEMENT**

This agreement is the entire agreement between the parties regarding its subject.

**21. EXECUTION**

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Form C which is attached hereto and forms part of this Agreement.

## SCHEDULE "A"

### Energy Efficiency and Potable Water

1. No building shall be constructed on the Lands unless the building:
  - a. has been certified in, at a minimum, the bronze category (efficiency level of at least 75) under the Built Green system; or
  - b. has achieved an equivalent certification under a certification system satisfactory to the City.
2. No building shall be constructed on the Lands unless it is equipped with one or more of the following features designed to reduce the use of potable water:
  - a. use in landscaping of plant species approved by a landscape architect as being drought-tolerant; or
  - b. use of an irrigation system using only water stored on-site from natural precipitation; or
  - c. use of a drip irrigation system; or
  - d. use of an alternative irrigation system approved in writing by the City.

### Height Restrictions

1. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.

For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure. The maximum building height will be the lesser of (A) or (B) listed below:

- A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.
  - A2. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly.
  - A3. The roof above the second storey is to have a maximum roof pitch of (6:12) habitable area is permitted within the approved roof line.
  - A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.
  - A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.
  - A6. There shall be no height restriction for any storeys below road grade.
  - B. 10.65 meters above the average curb elevation fronting the lot.
2. Notwithstanding any other encumbrance registered on title imposing height restrictions, such height restrictions shall not apply to Lots 1 thru 11.

### CONSENT AND PRIORITY AGREEMENT

WHEREAS NEXTGEN VENTURES LTD, INC. NO BC1007317. (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (called the "Charge") encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C attached hereto, which was registered in the Victoria Land Title Office under number CA4648787 and CA4648788.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. 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.
2. The Chargeholder hereby grants to the transferee described in item 6 of the Land Title Act Form C attached hereto 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 Form D above which is attached hereto and forms part of this Agreement.

## CONSENT AND PRIORITY AGREEMENT

WHEREAS FIRST WEST CREDIT UNION INC. NO. FI 156 (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (called the "Charge") encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C attached hereto, which was registered in the Victoria Land Title Office under number CA5388647 and CA5388648.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. 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.
2. The Chargeholder hereby grants to the transferee described in item 6 of the Land Title Act Form C attached hereto 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 Form D above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT