

PHASED DEVELOPMENT AGREEMENT
Section 516 Local Government Act/Section 219 Covenant

This Agreement dated for reference the ____ day of August, 2022

BETWEEN:

DISTRICT OF LANTZVILLE
7192 Lantzville Road
Lantzville, B.C. V0R 2H0

(the “**District**”)

AND:

LONE TREE PROPERTIES LTD., INCORPORATION NO. BC0885729
2400 – 745 Thurlow Street
Vancouver, B.C. V0E 0C5

(the “**Developer**”)

GIVEN THAT:

- A. The Developer is the owner of the Lands;
- B. The Developer has applied to the District to amend the:
 - (a) District’s Official Community Plan Bylaw by way of Official Community Plan Bylaw No. 150, 2019 Amendment (Foothills Special Area Plan), Bylaw No. 279, 2021 (the “**OCP Amendment Bylaw**”); and
 - (b) District’s Zoning Bylaw by way of District of Lantzville Zoning Bylaw No. 180, 2020, Amendment (Foothills Comprehensive Development Zone) Bylaw No. 280, 2021 (the “**Zoning Amendment Bylaw**”),

to permit the development on the Lands generally depicted on the Concept Plan and in the Development Permit for the Lands;

- C. The Developer has voluntarily agreed to provide certain Amenities in conjunction with the development of the Lands;
- D. The Developer wishes to ensure that the provisions of the Zoning Amendment Bylaw and the Servicing Bylaw continue to apply to the Lands for the Term;
- E. The Developer proposes to develop the Lands in five phases (hereinafter individually referred to as “Phase 1 - Phase 5” respectively and jointly referred to as the “**Phases**”), which Phases are shown on the Phasing Plan;
- F. The Parties have agreed that the Lands will be developed in Phases and that the Amenities and all Works shall be provided in conjunction with the development of each of the Phases and in the sequence provided for in this Agreement;

- G. The Council of the District has, by the Phased Development Agreement Bylaw, authorized the making of this Agreement;
- H. Section 516 of the Local Government Act permits the entering into this Agreement pursuant to the Phased Development Agreement Bylaw; and
- I. The parties have agreed to register this Agreement in the Land Title Office under Section 219 of the *Land Title Act*.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the Developer and the District agree pursuant to Section 516 of the *Local Government Act* as follows:

PART I – INTRODUCTION

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“Affiliate” has the meaning set out in the *Business Corporations Act*;

“Agreement” means this Phased Development Agreement;

“Amenities” means the community benefits to be provided shown in Schedule E;

“Approving Officer” means the subdivision approval official appointed for that purpose under the provisions of the *Land Title Act*;

“Community Amenity Contribution” means Amenities comprising monetary contributions voluntarily provided by the Developer to the District, as set out in Section 10.1 and Schedule E;

“Concept Plan” means the plan for the Development of the Lands and attached to the Agreement as Schedule B;

“Development” means the development of the Lands as generally depicted on the Concept Plan;

“Dwelling Unit” shall have the meaning set out in the Zoning Bylaw;

“Lands” means the parcels of land legally described in Schedule A;

“Parks” means the parks and open space areas as shown on the plan attached as Schedule D;

“Phase” means a phase of the Development as depicted on the Phasing Plan, including all Works and Amenities contemplated or required in connection with that Phase;

“Phase 1 – Phase 5” means that Phase of the Development numbered as Phase 1 – Phase 5, as applicable, on the Phasing Plan;

“Phased Development Agreement Bylaw” means the bylaw authorizing the entering into of this Agreement pursuant to Section 516(1) of the Local Government Act;

“Phasing Plan” means the plan attached as Schedule C;

“Roundabout” means the design and construction of the roundabout shown in Schedule F;

“Security” means cash or an unconditional, irrevocable and automatically renewing letter of credit issued by a chartered bank, to the satisfaction of the District;

“Servicing Bylaw” means the District’s Subdivision and Development Works and Services Bylaw No. 175, 2020, as amended, in place as of the date of adoption of the Phased Development Agreement Bylaw;

“Specified Bylaw Provisions” means all those provisions of the Zoning Bylaw, as amended by the Zoning Amendment Bylaw, and the Servicing Bylaw that are applicable to the Lands and that are adopted pursuant to Section 479 and 506 respectively of the *Local Government Act*;

“Subdivide”, “Subdivided” or “Subdivision” means to divide, apportion, consolidate, or subdivide the Lands or portion thereof, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

“Term” means the term of this Agreement set out in 5.1;

“Trails” means the multi-use public trails system shown on the plan attached as Schedule D;

“Works” shall have the meaning set out in Article 7; and

“Zoning Bylaw” means the District’s Zoning Bylaw No. 180, 2019, as amended, in place as of the date of adoption of the Phased Development Agreement Bylaw.

- 1.2 The headings and captions are for convenience only and do not form a part of this Agreement and shall not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- 1.3 The word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- 1.4 A reference to currency means Canadian currency.
- 1.5 A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or any such regulation.

- 1.6 A reference to time or date is to the local time or date in Lantzville, British Columbia.
- 1.7 A word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- 1.8 A reference to approval, authorization, consent, designation, waiver, or notice means written approval, authorization, consent, designation, waiver or notice.
- 1.9 A reference to a section means a section of this Agreement unless a specific reference is provided to a statute.
- 1.10 The following Schedules are attached to and form part of this Agreement:

Schedule A – Lands
Schedule B – Concept Plan
Schedule C – Phasing Plan
Schedule D – Parks and Trails
Schedule E – Amenities
Schedule F – Roundabout

PART II – GENERAL CONDITIONS

2. APPLICATION OF AGREEMENT

- 2.1 THE DEVELOPER COVENANTS AND AGREES with the District that the Lands shall not be Developed, Subdivided, built on, used or occupied for any purpose whatsoever, except in strict accordance with this Agreement.

3. CONDITION PRECEDENT

- 3.1 The obligations of the parties under this Agreement are subject to the Council of the District, in its sole and unfettered discretion, adopting the OCP Amendment Bylaw, the Zoning Amendment Bylaw and the Phased Development Agreement Bylaw by on or before January 31, 2023, failing which this Agreement shall automatically terminate and be of no further force or effect. For certainty, the District confirms that it shall not register this Agreement on title to the Lands until the OCP Amendment Bylaw, the Zoning Amendment Bylaw and the Phased Development Agreement Bylaw have been adopted.

4. SPECIFIED BYLAW PROVISIONS

- 4.1 For the Term, any amendment or repeal of the Specified Bylaw Provisions shall not apply to the Lands, unless:
 - (a) the changes fall within the limits established by Section 516(6) of the *Local Government Act*, being:
 - (i) changes to enable the District to comply with an enactment of British Columbia or of Canada;

- (ii) changes to comply with the order of a Court or arbitrator or another direction in respect of which the District has a legal requirement to obey;
 - (iii) changes that, in the opinion of the District, are necessary to address a hazardous condition of which the District was unaware at the time it entered into this Agreement; and
 - (iv) other changes that may be made as a result of an amendment to Section 516(6) of the *Local Government Act*;
- (b) this Agreement has been terminated pursuant to Article 6; or
- (c) the Developer has agreed in writing that the changes to the Specific Bylaw Provisions apply.

5. TERM OF AGREEMENT

- 5.1 Subject to Article 6, the Term of this Agreement is ten (10) years from the reference date of this Agreement.

6. TERMINATION

- 6.1 The parties may terminate this Agreement at any time by written agreement, subject to the Council of the District adopting a bylaw to terminate this Agreement in accordance with the same procedures, terms and conditions required to adopt the Phased Development Agreement Bylaw.
- 6.2 If the Developer does not comply with any of the provisions of this Agreement other than as a result of or due to an act or omission of the District, the District may at its option terminate this Agreement before the expiry of the Term by providing notice in writing to the Developer, provided that:
- (a) in the case of a failure on the Developer's part to pay a sum of money or to provide Security for an obligation, the District has, at least thirty (30) days prior to giving such notice, advised the Developer in writing of the alleged failure to pay or to provide the Security (the "**Default Notice**") and the Developer has not corrected the failure to the reasonable satisfaction of the District within that thirty (30) day period;
 - (b) in the case of any other failure on the Developer's part to comply with this Agreement, the District has, at least sixty (60) days prior to giving such notice, provided the Developer with a Default Notice in respect of such failure, and the Developer has not corrected the failure or deficiency in performance to the reasonable satisfaction of the District within that sixty (60) day period; or
 - (c) if a failure or deficiency requires longer than sixty (60) days to remedy, the Developer has failed to substantially commence remedying such failure or deficiency within sixty (60) days after receipt of the Default Notice to the reasonable satisfaction of the District and further has failed to diligently pursue remedying the failure or deficiency thereafter.

7. SERVICING AGREEMENT

- 7.1 The Developer covenants and agrees that, with respect to works and services required for any Phase, including the roads, not already constructed (the “**Works**”), it will enter into a works and services agreement with the District in accordance with the requirements of the Servicing Bylaw in effect as of the date of this Agreement.

8. DEVELOPMENT AND DEVELOPMENT PHASING

- 8.1 Without limiting the generality of Section 2.1, the Developer covenants that it shall not develop the Lands, disturb the surface of the Lands, cut or damage vegetation on the Lands or Subdivide the Lands except in strict accordance with the terms of this Agreement and in accordance with the Concept Plan, provided that this Agreement shall not prohibit the Developer from taking such steps from time to time and at any time during the Term as may reasonably be required to clear vegetation from roads, replace culverts, repair road washouts and otherwise address like matters with respect to the Lands.
- 8.2 Except as expressly provided in this Agreement, nothing in this Agreement shall relieve the Developer from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the Subdivision and Development of the Lands, and without limiting the generality of the forgoing, the Developer shall remain fully responsible to ensure that the Development of the Lands is in full compliance with all requirements of the bylaws of the District including those respecting land development, zoning, subdivision and servicing. For certainty, nothing in this Agreement shall (a) relieve the District of the authority to utilize any contractual, statutory or common law remedy it may have to enforce this Agreement; or (b) be deemed to make the Developer responsible for ensuring bylaw compliance for any building construction completed on Subdivided portion of the Lands transferred by the Developer to arm’s length third parties.
- 8.3 Without limiting the generality of Section 8.2, in connection with any application for approval of Subdivision or Development of the Lands, the Developer must obtain all development permits required under the District’s Official Community Plan, as amended from time to time, and in respect of any Subdivision must obtain the approval of the Approving Officer and must comply with all applicable enactments and bylaws in connection with that Subdivision.
- 8.4 The parties acknowledge that the Approving Officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the Approving Officer in respect of any application to Subdivide the Lands.
- 8.5 The District acknowledges that the Developer has completed the Subdivision and Development of Phase 1, except for Phase 1(e). The Developer shall develop Phase 2, Phase 3 and Phase 4, all as shown on the Phasing Plan, sequentially, provided that:
- (a) the Developer may elect to proceed with any two sequential Phases concurrently (as examples and for illustrative purposes only, the Developer may elect to proceed with Phase 2 and Phase 3 concurrently, or may elect to proceed with Phase 3 and Phase 4 concurrently); and

- (b) if the Developer elects to proceed with any sequential Phases concurrently as contemplated in paragraph (a) and in doing so wishes to deposit a subdivision plan for a Phase non-sequentially, then concurrently with such deposit the Developer must provide to the District any outstanding Amenities for the Phases preceding the Phase to which the subdivision plan relates.

9. AMENITIES

- 9.1 The Developer has voluntarily agreed to provide, dedicate, secure, design, construct and install the Amenities to the satisfaction of the District, and by entering into this Agreement has agreed to be contractually bound to provide the Amenities in accordance with the terms of this Agreement.
- 9.2 For certainty, the Developer agrees that (a) all Parks and Trails over five (5)% of the area of the Lands, and (b) the Community Amenity Contributions, constitute Amenities.
- 9.3 The Developer further covenants and agrees with the District that it will provide, dedicate to the District, secure, design, construct, install and complete the Amenities, excluding the CACs, located within the boundaries of a Phase and, unless otherwise set out in this Agreement, the Developer shall provide, dedicate to the District, secure, design, construct, install and complete the Amenities applicable to that Phase.
- 9.4 For greater certainty, unless and until each of the Amenities located within the boundaries of a Phase have been provided, dedicated, secured, designed, constructed, installed and completed to the satisfaction of the District in accordance with this Agreement, neither the District, nor its approving officer or building official, shall be obligated to issue any Subdivision approvals or occupancy permits relating to the Development of that Phase of the Lands being Developed.
- 9.5 The Developer further covenants and agrees with the District that all Amenities shall be designed, constructed and installed to the satisfaction of the District, and, where applicable, shall also meet the requirements of any relevant provincial and federal agencies.
- 9.6 The Developer acknowledges and agrees that none of the Amenities shall be considered excess or extended services as contemplated under Section 508 of the *Local Government Act*.
- 9.7 Despite any provision in this Agreement to the contrary, the Developer covenants and agrees that all Parks and Trails shall be dedicated to the District, unless the District, acting in its sole discretion, agrees that any such Parks or Trails should be secured by way of a statutory right of way in favour of the District.
- 9.8 The District acknowledges that it intends to initiate and lead the development of a park strategy for the Parks and Trails, and confirms that in connection therewith it shall provide the Developer with a continuing opportunity to meaningfully participate in and collaborate on the development of such strategy as a key stakeholder. The Developer acknowledges that it intends for the improvements and other features contemplated in such park strategy, once developed, to be completed at the Developer's cost.

10. COMMUNITY AMENITY CONTRIBUTIONS

- 10.1 The Developer shall pay to the District the Community Amenity Contributions in the all-inclusive amount of \$9,200 for each Dwelling Unit to be constructed on the Lands during the Term, such payments to be made by the deadlines set out in Schedule E.

PART III – DEVELOPMENT OF THE PHASES

11. COMPLETION OF A PHASE

- 11.1 Subject to Section 8.5, the Developer shall substantially complete each Phase of Development of the Lands, including any Amenities and Works, and enter into all agreements necessary to secure such Amenities and Works related to that Phase in accordance with the terms of this Agreement and as otherwise determined by the District, before proceeding to the next Phase of Development of the Lands.

- 11.2 A Phase shall be deemed to be substantially completed when:

- (a) any Amenities related to a particular Phase have been provided and completed by the Developer in accordance with this Agreement and the timelines set out herein and the District has provided the Developer with written confirmation that the Amenities related to that Phase have been completed to the satisfaction of the District;
- (b) the Developer has fulfilled all of the Developer's obligations under this Agreement related to such Phase; and
- (c) all Works relating to such Phase have been completed to the satisfaction of the District and its Approving Officer.

12. ROUNDABOUT

- 12.1 The Developer covenants and agrees with the District to design and construct the Roundabout shown in Schedule F in accordance with the timing set out in Schedule E.

13. DEVELOPMENT PERMITS AND DEVELOPMENT COST CHARGES

- 13.1 The Developer further covenants and agrees with the District:

- (a) that in addition to any requirements specified in this Agreement, any Development of multiple family Dwelling Units, or any commercial development, shall be required to obtain a development permit in accordance with the applicable Development Permit Guidelines of the District's Official Community Plan, as amended or replaced from time to time; and
- (b) at the time at which each application to Subdivide the Lands, or portion thereof, is made to the District's Approving Officer or a completed building permit application is made to the District, to pay to the District all applicable development cost charges at the rate set out in the District's Development Cost Charges Bylaws in effect at the date such application is made.

PART IV – GENERAL TERMS AND CONDITIONS

14. BINDING EFFECT

- 14.1 During the Term, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

15. COSTS

- 15.1 The Developer shall perform its obligations under this Agreement at its sole cost.
- 15.2 The Developer shall promptly on receipt of an invoice from the District reimburse the District for its legal fees incurred in relation to the Development of the Lands, including the drafting and negotiating of this Agreement and other necessary agreements.

16. DISTRICT'S RIGHTS AND POWERS

- 16.1 Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting or consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
- 16.2 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the Community Charter or the *Local Government Act*, or any of its bylaws, or those of the Approving Officer of the District under the *Land Title Act*, *Strata Property Act* or *Bare Land Strata Regulations*.

17. DISPUTE RESOLUTION

- 17.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedures as a condition precedent to any other party pursuing other available remedies:
- (a) either party may notify the other by written notice("Notice of Dispute") of the existence of a dispute and a desire to resolve the dispute by mediation;
 - (b) a meeting will be held promptly between the parties, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - (c) if, within forty-eight (48) hours after such meeting or further such period as is agreeable to the parties (the "Negotiation Period"), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;

- (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within forty-eight (48) hours of the conclusion of the Negotiation Period;
- (e) the parties agree to participate in good faith in the mediation and negotiations for a period of 30 days following appointment of the mediator or for such longer period as the parties may agree; and
- (f) if the parties are not successful in resolving the dispute through mediation, either party may pursue recourse through the Courts, or, if the parties are agreeable, the dispute will be settled by a single arbitrator in accordance with the *Arbitration Act, 2020, c.2*.

17.2 In no event shall Section 17.1 be construed as impeding or affecting the District's authority to enforce its Zoning Bylaw and other regulatory bylaws.

18. DISTRICT'S REPRESENTATIVE

18.1 Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Approving Officer unless expressly provided to be taken or made by another official of the District.

19. GOVERNING LAW

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

20. INSPECTION

20.1 The Developer agrees that the District 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.

21. WAIVER

21.1 No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not construed as or constitutes a waiver of any further or other breach.

22. SPECIFIC PERFORMANCE

22.1 The Developer acknowledges and covenants and agrees with the District that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this Agreement.

23. DEVELOPER'S ACKNOWLEDGEMENTS

23.1 The Developer acknowledges and agrees that:

- (a) the District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Agreement;
- (b) nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, 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 Developer;
- (c) this Agreement does not:
 - (i) affect or limit any enactment applying to the Lands; or
 - (ii) relieve the Developer from complying with any enactment;
- (d) 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;
- (e) the benefit of all covenants made by the Developer herein shall accrue solely to the District and that this Agreement may be modified by agreement of the District with the Developer, or discharged by the District, pursuant to the provisions of Section 219 of the *Land Title Act*; and
- (f) the covenants, promises and agreements herein contained have been made as contractual obligations as well as being made pursuant to Section 219 of the *Land Title Act* and as such this Agreement shall be binding upon the Developer and their respective heirs, executors, administrators, successors and assigns.

24. INDEMNITY AND RELEASE

24.1 The Developer shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, reasonable expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with any breach by the Developer of this Agreement.

24.2 The Developer hereby releases, saves harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, reasonable expenses or legal fees whatsoever which the Developer can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that the Developer may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the Amenities and the development of the Lands as contemplated under this Agreement,

or any breach by the Developer of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement.

- 24.3 The indemnity and release provisions of Sections 24.1 and 24.2 shall survive the expiry of the Term or earlier termination of this Agreement.

25. NO RECOVERY OF AMENITIES

- 25.1 The Developer covenants and agrees that expiry of the Agreement and any termination in accordance with Article 6 or otherwise, does not entitle the Developer to recover any portion of the Amenities or to seek restitution in relation thereto or in relation to any other obligation of the Developer as performed (and the Developer specifically agrees that the treatment of the Specified Bylaw Provisions for the period prior to expiry or termination provides sufficient consideration for the Amenities), and the release and indemnity provisions under sections 24.1 to 24.2 apply in this regard.
- 25.2 The Developer covenants and agrees it shall not commence or advance a legal proceeding of any kind to seek to quash, set aside, hold invalid this Agreement, or the Zoning Amendment Bylaw, or to recover any portion of the Amenities provided under this Agreement, or seek restitution in relation to any of the Amenities provided under this Agreement, and if the Developer does any of the foregoing, the District may provide this Agreement to the Court as a full and complete answer.
- 25.3 Without limitation, Sections 24.1 to 24.3 apply whether or not the Developer proceeds with any Development on the Lands, unless prevented by the District from proceeding with the Development.

26. ASSIGNMENT OF AGREEMENT

- 26.1 The Developer shall not assign its interest in this Agreement as it relates to the Lands or any portion thereof without the prior written consent of the District, such consent to be in the sole and absolute discretion of the District provided that the Developer shall be entitled to assign this Agreement without the consent of, but with notice to, the District to (a) an Affiliate of the Developer, or (b) a successor developer of the whole of the Lands then owned by the Developer (such party constituting a member of a class of persons identified in this Agreement, as contemplated in section 517(5)(b) of the *Local Government Act*); each being an "Assignee", and no further assignment shall be permitted by an Assignee except with the consent of the District as described above.
- 26.2 The Developer acknowledges that it will be reasonable for the District to withhold its consent to any proposed assignment of this Agreement as contemplated in Section 26.1 if, as a result of such assignment, different developer entities would be responsible for providing the Amenities.

27. AMENDMENT OF AGREEMENT

- 27.1 Subject to Section 27.2, the parties may in writing agree to Minor Amendments to this Agreement. For the purposes of this Agreement, a "Minor Amendment" is an amendment to Schedules B to F, inclusive.

- 27.2 The District may authorize a Minor Amendment by resolution of the District's Council, and without having to adopt a bylaw or hold a public hearing. Despite the previous sentence, prior to authorizing a Minor Amendment, the District's Council may convene a public hearing or other proceeding for the purpose of determining the opinion of members of the public to the proposed Minor Amendment, notwithstanding that such a hearing or other proceeding is not required by the Local Government Act, and the Developer agrees to participate in such hearing or other proceeding for the purpose of providing information to the public on the proposed Minor Amendment.

28. DISCHARGE OF AGREEMENT

- 28.1 Provided the District is satisfied all Amenities to be delivered and other obligations to be performed as set out in this Agreement with respect to such portion of the Lands have been delivered and performed, as applicable, and further provided the District is satisfied it is appropriate for this Agreement to be discharged from such portion of the Lands having regard to the future development potential of such portion of the Lands, the District shall execute in registrable form and deliver to the Developer a discharge of this Agreement, provided by the Developer to the District from:
- (a) title to all legal parcels within a Phase that has been substantially completed in accordance with Section 11; and
 - (b) title to any strata lot or conventional subdivision lot concurrently with the deposit at the Land Title Office of the strata plan or conventional subdivision plan creating title to such strata lot or conventional subdivision lot.

29. NOTICE

- 29.1 Any notice permitted or required by this Agreement to be given to either party must be in writing and delivered or mailed to that party at the address set out above (or to any other address provided in writing).

30. TIME

- 30.1 Time is to be the essence of this Agreement.

31. CUMULATIVE REMEDIES

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

32. RELATIONSHIP OF PARTIES

- 32.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship as between the District and the Developer.

33. INTEGRATION

- 33.1 This Agreement, including the Schedules, contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement

and supersedes all prior and contemporaneous agreements between them with respect to such matters.

34. SURVIVAL

34.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

35. NOTICE OF VIOLATIONS

35.1 Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement. .

36. SEVERABILITY

36.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

37. COUNTERPARTS

37.1 This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

DISTRICT OF LANTZVILLE by its authorized)
signatories:)

Mayor

Corporate Officer

LONE TREE PROPERTIES LTD. by its
authorized signatories:

SCHEDULE A

THE LANDS

Parcel Identifier: 000-060-097

BLOCK 471, NANOOSE DISTRICT, EXCEPT PARTS IN PLANS 27114 VIP78883 AND EPP82584 (SEE PLAN AS TO LIMITED ACCESS)

Parcel Identifier: 000-060-569*

THAT PART OF BLOCK 389, WELLINGTON DISTRICT, LYING TO THE SOUTH WEST OF A STRAIGHT BOUNDARY JOINING POINTS ON THE WESTERLY AND EASTERLY BOUNDARIES OF SAID BLOCK, DISTANT 4888.8 FEET AND 1050.9 FEET RESPECTIVELY FROM THE SOUTH WEST AND SOUTH EAST CORNERS OF SAID BLOCK.

* .

Parcel Identifier: 000-060-542

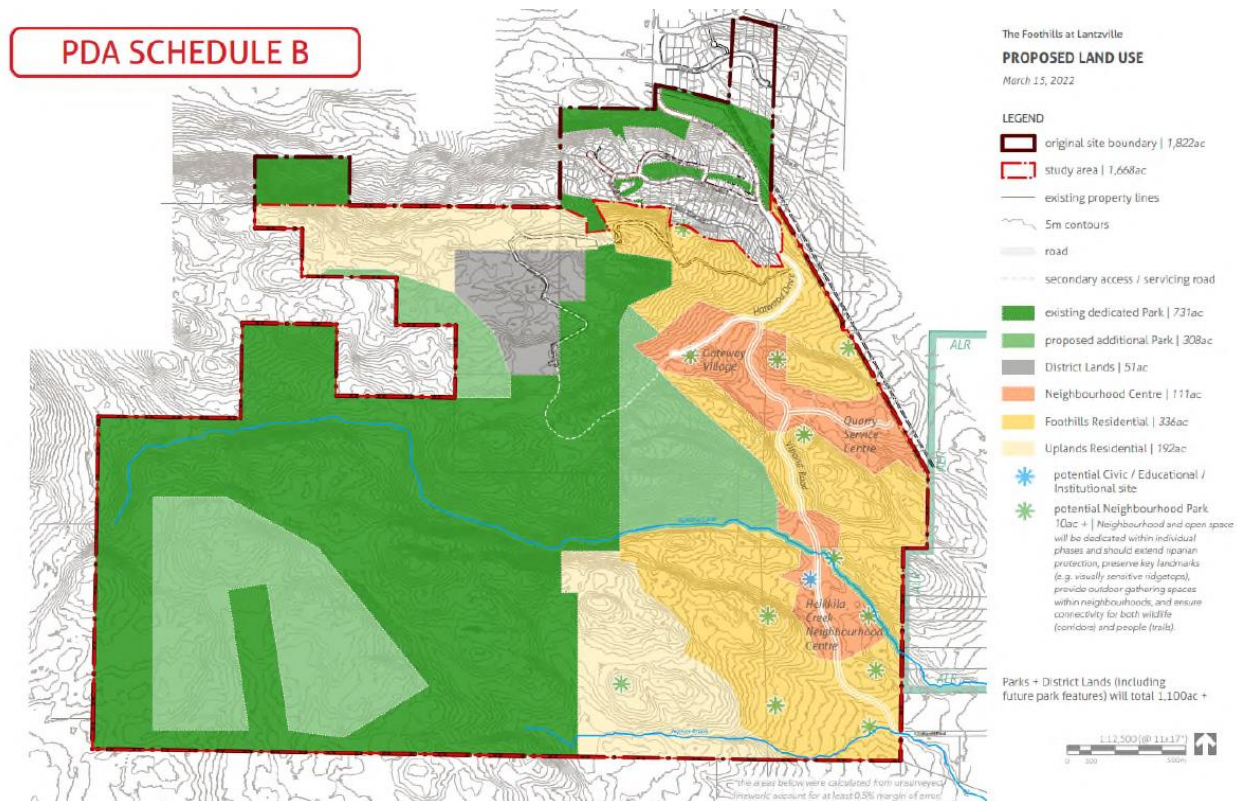
BLOCK 206, NANOOSE DISTRICT (SITUATE PARTLY WITHIN WELLINGTON DISTRICT) EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS)

Parcel Identifier: 009-438-904

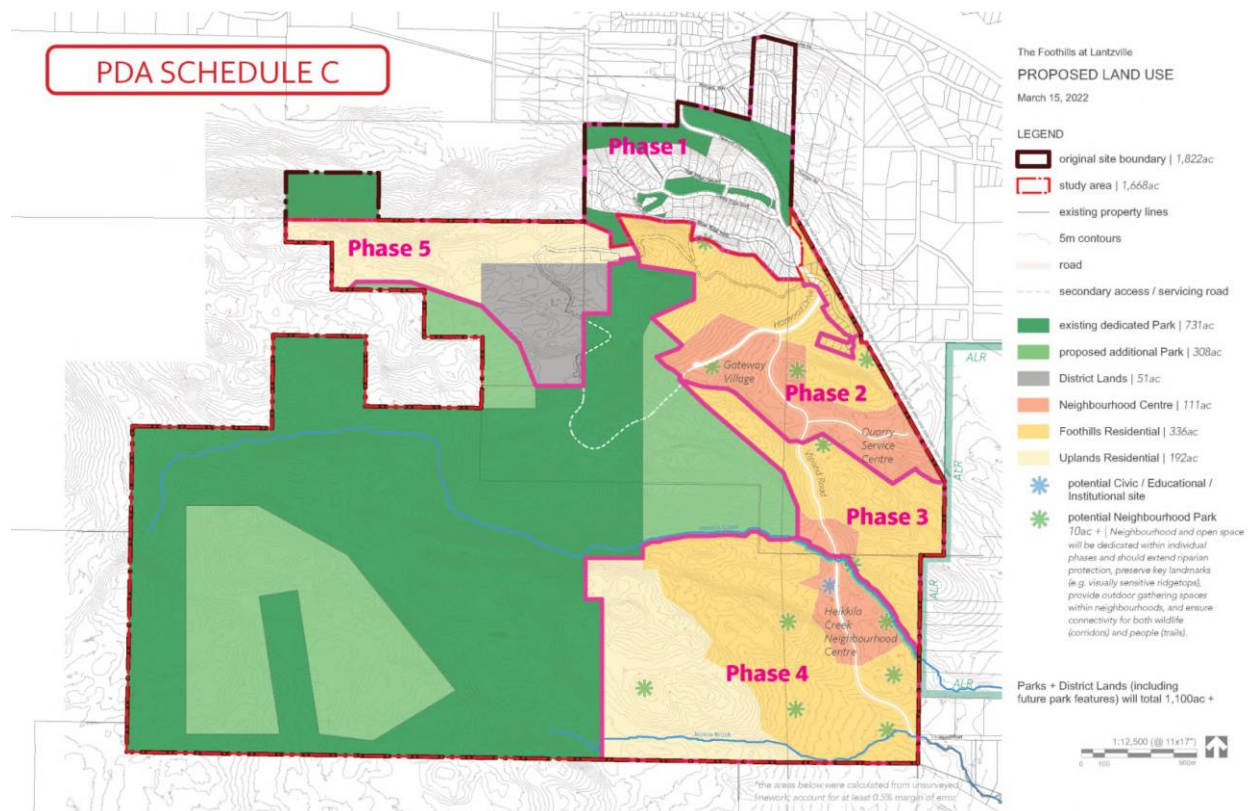
BLOCK 794, NANOOSE DISTRICT EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS)

SCHEDULE B

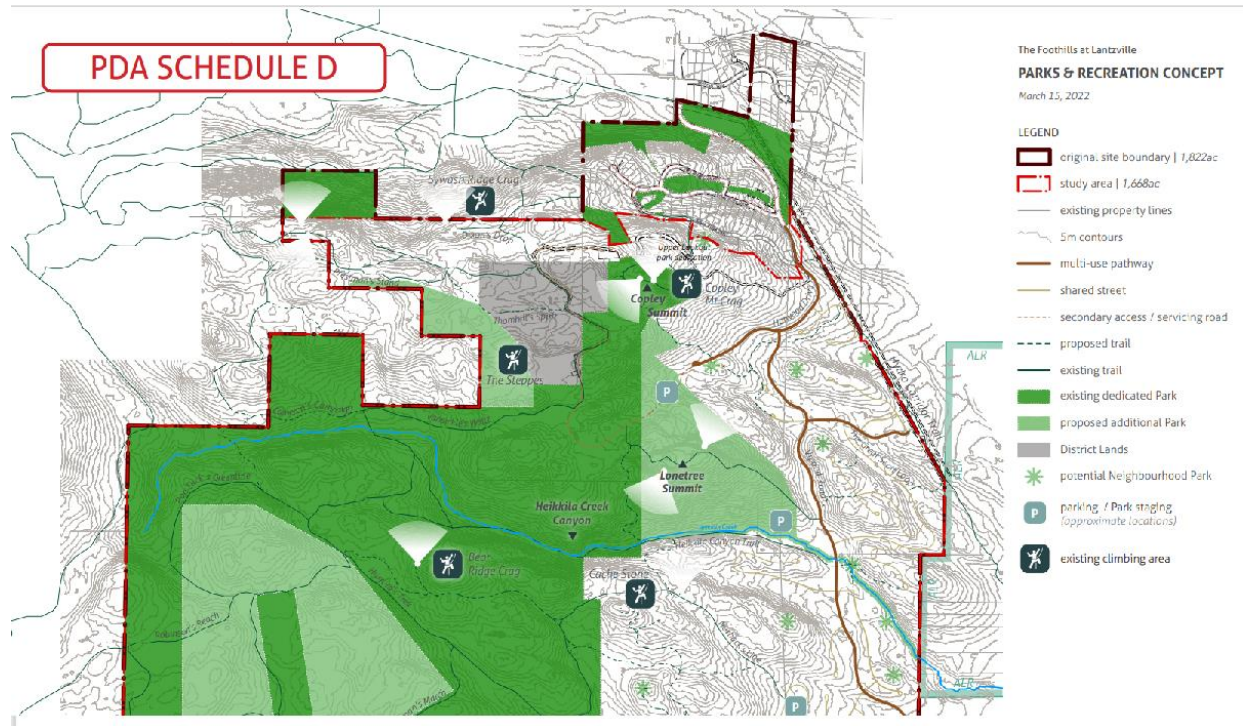
CONCEPT PLAN



SCHEDULE C PHASING PLAN



SCHEDULE D PARKS AND TRAILS



SCHEDULE E

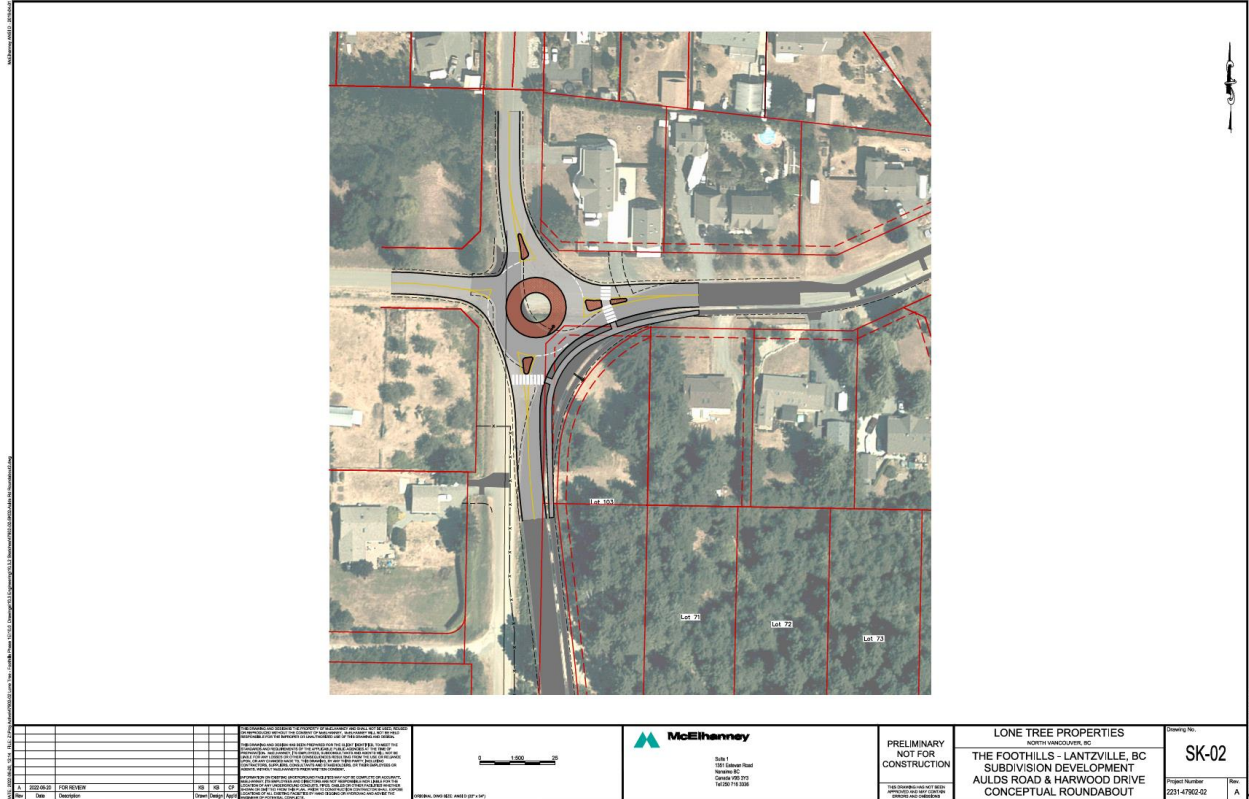
AMENITIES

Schedule Item	PDA amenities and other requirements	Timing Requirements for Items in previous column
Parks	Transfer to the District, in fee simple, 183 acres shown in light green on the south-west portion of the Concept Plan.	To be provided on or before the deposit at the Land Title Office of the first subdivision plan for the Lands.
Additional Lands	Transfer to the District, in fee simple, 186 acres consisting of: 1. 135 acres shown in light green lying south-west of Phase 5 and west of Phase 2 on the Phasing Plan; and 2. 51 acres shown in grey on the south-west portion of Phase 5 on the Phasing Plan.	The 135 acres shall be provided from time to time and at any time as the Phases are Subdivided and Developed, provided that the whole of the area must be transferred to the District prior to the expiry of the Term. The 51 acre parcel shall be provided on or before the deposit at the Land Title Office of the first subdivision plan for Phase 2.
Community Amenity Contributions	\$9,200 per each and every Dwelling Unit to be constructed on the Lands.	For single family Dwelling Units, the CAC is payable for the number of Dwelling Units that are the subject of each and every Subdivision application, on or before the deposit at the Land Title Office of such subdivision plan. For all multi-family Dwelling Units, the CAC is payable for the number of Dwelling Units that are the subject of each and every building permit, on or before the deposit at the Land Title Office of the strata plan creating such Dwelling Units.

Reservoir	Construct 1,301 cu m expansion to Pump Station Reservoir.	Construction to be completed prior to the deposit at the Land Title Office of the first subdivision plan for Phase 2.
Temporary Access Road	Provide covenant/ statutory right of way over Vipond Connector to allow for access and maintenance by the District until the completion of Phase 4.	To be provided on or before the deposit at the Land Title Office of the first subdivision plan for Phase 2.
Additional Amenities	On District roads, provide multi-use path from Foothills to Phillips/Aulds intersection Provide three gravel trailhead parking lots, public washroom, drinking fountain, children's playground, resiliency hub and public village walkways	To be provided on or before the deposit at the Land Title Office of the first subdivision plan for Phase 2. To be provided on or before the deposit at the Land Title Office of the first subdivision plan for Phase 5.
Roundabout	District shall require the construction of the Roundabout.	Construction to be completed in Phase 2 prior to submission of subdivision application for any subsequent phase(s).

SCHEDULE F

ROUNDBOUT



CONSENT AND PRIORITY AGREEMENT

WHEREAS Canadian Western Bank (the “**Chargeholder**”) is the holder of a Mortgage and Assignment of Rents (together the “**Charges**”) which was registered in the Victoria Land Title Office under numbers CA8699190 and CA8699191 encumbering Parcel Identifier: 000-060-097, BLOCK 471, NANOOSE DISTRICT, EXCEPT PLANS 27114, VIP78883, EPP82584 AND EPP115741 (SEE PLAN AS TO LIMITED ACCESS) and Parcel Identifier: 000-060-569, THAT PART OF BLOCK 389, WELLINGTON DISTRICT, LYING TO THE SOUTH WEST OF A STRAIGHT BOUNDARY JOINING POINTS ON THE WESTERLY AND EASTERLY BOUNDARIES OF SAID BLOCK, DISTANT 4888.8 FEET AND 1050.9 FEET RESPECTIVELY FROM THE SOUTH WEST AND SOUTH EAST CORNERS OF SAID BLOCK, EXCEPT PLAN EPP115741.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE GRANTEE 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 Grantee 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 duly executed this Consent and Priority Agreement by executing the Form D above which form is part hereof.

CONSENT AND PRIORITY AGREEMENT

WHEREAS Canadian Western Bank (the “**Chargeholder**”) is the holder of a Mortgage and Assignment of Rents (together the “**Charges**”) which was registered in the Victoria Land Title Office under numbers CA8699192 and CA8699193 encumbering Parcel Identifier: 000-060-542, BLOCK 206, NANOOSE DISTRICT (SITUATE PARTLY WITHIN WELLINGTON DISTRICT) EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS) and 009-438-904, BLOCK 794, NANOOSE DISTRICT EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS).

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE GRANTEE 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 Grantee 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 duly executed this Consent and Priority Agreement by executing the Form D above which form is part hereof.

CONSENT AND PRIORITY AGREEMENT

WHEREAS 1085620 B.C. Ltd. (the “**Chargeholder**”) is the holder of a Mortgage and Assignment of Rents (together the “**Charges**”) which was registered in the Victoria Land Title Office under numbers CA8333133 and CA8333134 encumbering Parcel Identifier: 000-060-542, BLOCK 206, NANOOSE DISTRICT (SITUATE PARTLY WITHIN WELLINGTON DISTRICT) EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS) and 009-438-904, BLOCK 794, NANOOSE DISTRICT EXCEPT PART IN PLAN EPP82584 (SEE PLAN AS TO LIMITED ACCESS).

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE GRANTEE 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 Grantee 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 duly executed this Consent and Priority Agreement by executing the Form D above which form is part hereof.