



PH-1

**Public Hearing
Information Package**

September 12, 2016 at 7:00 pm

Sooke Council Chamber
2225 Otter Point Road, Sooke, BC

7125 Grant Road

Proposed Bylaw:	Bylaw No. 636, <i>Zoning Amendment Bylaw (600-24)</i>
Zoning Amendment:	A bylaw to amend Bylaw No. 600, <i>Sooke Zoning Bylaw, 2013</i> for the purpose of amending the zoning of the property legally described as Lot 8, Section 1, Sooke District, Plan 13885, from Rural Residential (RU4) to Small Lot Residential (R3).

Information Package Contents:

1. Notice of Public Hearing published in Sooke News Mirror August 31, 2016 and September 7, 2016. 1
2. Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* at second reading. 3
3. Council resolution dated July 11, 2016 5
4. Staff Report to Council dated July 11, 2016: 7
 - Application Summary
 - Referral Agency Comments
 - Subject Property Map
 - Rezoning Rationale from Applicant
 - Small Lot Residential Zone Information
 - Draft Bylaw No. 636
 - Draft S. 219 Covenant

*Please note that written and verbal submissions will
become part of the public record.*



2205 Otter Point Road, Sooke
Phone: 250-642-1634 Fax: 250-642-0541
email: info@sooke.ca
website: www.sooke.ca

NOTICE OF PUBLIC HEARING

The Council of the District of Sooke will hold a Public Hearing pursuant to the provisions of the Local Government Act in the Council Chambers at 2225 Otter Point Road, Sooke, BC on **Monday, September 12, 2016** commencing at 7:00 pm.

Application Information:

Bylaw: Bylaw No. 636, *Zoning Amendment Bylaw (600-24)*
File No: PLN01252
Civic Address: 7125 Grant Road (outlined in black and hatched on the subject map)
Legal Description: Lot 8, Section 1, Sooke District, Plan 13885
Applicant: **Palomar Synergy Inc.**
Box 728, Sooke, BC, V9Z 1H7

Proposal:

The purpose of Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* is to rezone 7125 Grant Road from "Rural Residential (RU4)" to "Small Lot Residential (R3)", which permits the creation of 350 square meter minimum lots when serviced by community sewer. The applicant plans to subdivide the existing property into eight strata lots.

Further Information:

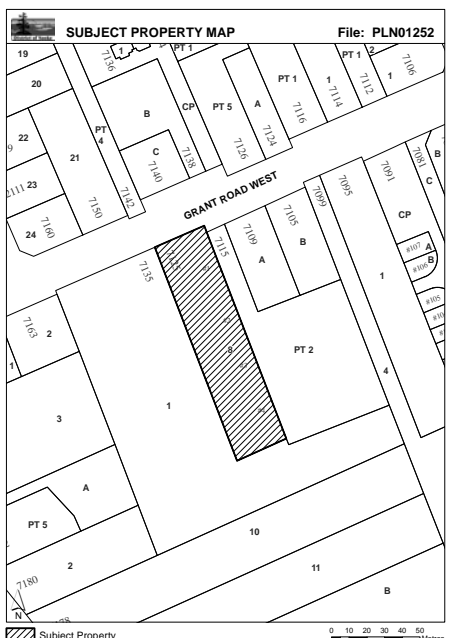
Copies of the bylaw, supporting written reports and any relevant background documentation may be viewed in the "Public Notices" section of the District of Sooke website www.sooke.ca or inspected at the District Municipal Office at 2205 Otter Point Road, Sooke, BC, between the hours of 8:30 am and 4:30 pm, Monday to Friday (excluding statutory holidays) beginning August 31st, 2016 up to and including September 12th, 2016.

Public Input:

All persons who believe their interests in property are affected by the proposed bylaw(s) will be afforded an opportunity to be heard at the Public Hearing on the matters contained in the proposed bylaw(s). Should you have any concerns or comments you wish to convey to Council, please submit in writing by fax to 250-642-0541, email publichearing@sooke.ca or in person to the Corporate Officer at the District Municipal Offices no later than **Monday, September 12th, 2016 at 12:00 p.m.** Please be advised that submissions to Council will become part of the public record and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA)*.

NOTE: Council cannot receive further information concerning this application after the Public Hearing has concluded.

Gabryel Joseph
Acting Corporate Officer





DISTRICT OF SOOKE

BYLAW No. 636

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property legally described Lot 8, Section 1, Sooke Land District, Plan VIP13885 from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3).

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This Bylaw is cited as *Zoning Amendment Bylaw (600-24)*.
2. The parcel of land legally described as Lot 8, Section 1, Sooke Land District, Plan VIP13885 as shown boldly outlined and hatched on Schedule A, which is affixed to and forms part of this Bylaw, is hereby rezoned from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3).
3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* as amended from time to time and Schedule A attached thereto, are amended accordingly.

Introduced and read a first time the 11th day of July, 2016.

Read a second time the 11th day of July, 2016.

Public hearing held the ____ day of _____, 2016.

Read a third time the ____ day of _____, 2016.

Approved by Ministry of Transportation and Infrastructure the ____ day of _____, 2016.

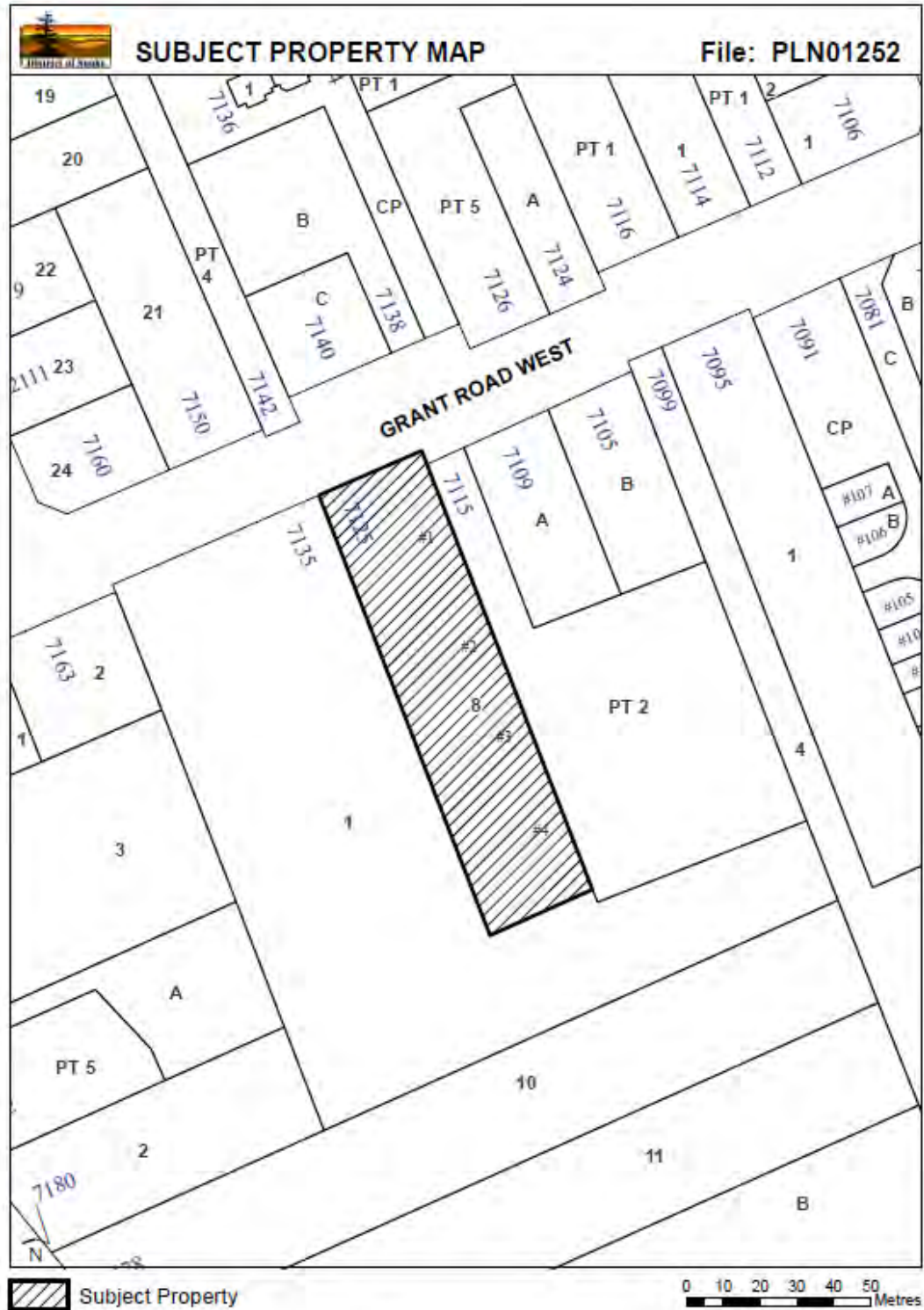
Adopted on the ____ day of _____, 2016.

Certified by:

Maja Tait
Mayor

Gabryel Joseph
Acting Corporate Officer

SCHEDULE A



B-2 Bylaw No. 636, Zoning Amendment Bylaw (600-24)- 7125 Grant Road

The Development Services department gave a PowerPoint presentation and summary of the proposed bylaw. The Public Hearing for this bylaw would occur at the September 12, 2016 Regular Council meeting as there are no Council meetings scheduled until then.

MOVED E. Logins - R. Kasper

THAT Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* to rezone the property located at 7125 Grant Road West from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3), be read a first time.

CARRIED

In favour:

Mayor Tait, Councillor Kasper, Councillor Logins, Councillor Parkinson

MOVED R. Kasper - B. Parkinson

THAT Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* to rezone the property located at 7125 Grant Road West from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3), be read a second time.

CARRIED

In favour:

Mayor Tait, Councillor Kasper, Councillor Logins, Councillor Parkinson

MOVED B. Parkinson - E. Logins

THAT staff be directed to schedule a Public Hearing for *Bylaw No. 636*, in accordance with the requirements of the *Community Charter* and the *Local Government Act*.

CARRIED

In favour:

Mayor Tait, Councillor Kasper, Councillor Logins, Councillor Parkinson

MOVED E. Logins - R. Kasper

THAT staff be directed prior to adoption of Bylaw No. 636, the owner enter into a Development Agreement by way of a section 219 Covenant with the District of Sooke to secure provision of amenities; AND

THAT Council authorize the Mayor and Chief Administrative Officer to execute the section 219 Covenant.

CARRIED

In favour:

Mayor Tait, Councillor Kasper, Councillor Logins, Councillor Parkinson



File No. PLN01252

REQUEST FOR DECISION

Regular Council

Meeting Date: July 11, 2016

To: Teresa Sullivan, Chief Administrative Officer

From: Development Services Department

Re: 7125 Grant Road West

RECOMMENDATION:

THAT COUNCIL give first and second reading to Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* to rezone the property located at 7125 Grant Road West from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3);

AND THAT COUNCIL direct staff to schedule a Public Hearing for Bylaw No. 636 in accordance with the requirements of the *Community Charter* and the *Local Government Act*

AND FURTHER THAT COUNCIL direct that prior to final adoption of Bylaw No. 636, the owner enter into a Development Agreement by way of a section 219 covenant with the District of Sooke to secure provision of amenities and that Council authorize the Mayor and Chief Administrative Officer to execute the section 219 Covenant

1. Executive Summary:

The applicant has applied to rezone the subject property from Rural Residential (RU4) to Small Lot Residential (R3) with the intent of subdividing to create eight strata lots, each meeting the required minimum lot size of 350m².

The Applicant has also applied to include the properties into the Sewer Specified Area (SSA).

The area to be rezoned is approximately 3865m² (0.39ha).

2. Background:

Grant Road is an area with mixed residential use. The street is characterized by a variety of housing types including single family, duplexes, multi-family and manufactured homes.

The lands surrounding the subject properties are zoned Rural Residential (RU4), Large Lot Residential (R1), Manufactured Home Park and to the west of the subject property there is an active rezoning to Medium Lot Residential (R2)



(3rd reading given on June 27). Less than 0.5 km away there are two properties zoned Small Lot Residential (R3) and Low Density Multi Family (RM1).

The existing properties are located approximately 1.5 km west of the Sooke Town Centre area and are serviced by BC Transit buses.

There are four mobile homes located on the subject property, all owned by the property owner. All tenants have been notified of the rezoning.

Referrals were sent to internal departments and applicable external agencies for their review and comment. All referral comments were received and forwarded to the applicant for their review. No major issues were identified.

3. Analysis:

A. OFFICIAL COMMUNITY PLAN 2010 (OCP)

The property is designated as Community Residential (CR) within the OCP and it falls within the Community Growth Area (CGA). The goals of the Community Residential designation are to ensure sustainable single family and multi-family construction, reduction of sprawl, and provision of municipal services in an efficient manner. The following policy statements from the OCP are applicable to this rezoning application.

4.3 ENERGY AND CLIMATE CHANGE

- 4.3.3 (f) Create contiguous development (avoiding gaps of undeveloped properties);

5.1 COMMUNITY RESIDENTIAL

- 5.1.2 (b) Provide affordable and attainable housing opportunities, to meet the needs of various age groups, family types, lifestyles and income groups.
- (d) Provide the most efficient use of land and existing physical infrastructure in terms of infill/densification.
- (f) Primarily concentrate new residential development in existing areas or neighbourhoods prior to expanding into new areas;
- (g) Require safe and formalized pedestrian access to services from all residential areas, including connections to amenities and commercial service areas;
- (i) Preserve and enhance the character of existing neighbourhoods.
- (k) Allow for a variety of housing options within new and existing residential areas

Grant Road West and the area surrounding the subject property is diversifying and densifying. Provision of infill and higher density single-family development on the property intensifies the land use in a sustainable manner and is a compatible use with surrounding development. There is existing infrastructure in place to service the site to municipal sewer. The proposed lot will have good access to transit services and is located within walking distance to many services in the community.

B. ZONING BYLAW 2013

The minimum lot size permitted in the R3 zone is 350m² which may permit the creation of approximately eight strata lots.

C. AMENITIES

The Community Amenity Contribution Policy 13.3 is applied to rezoning applications for residential uses where an increase over the base density is proposed. The amenities received can be used by the District to address costs associated with growth.

The base density for this property is calculated at 4.68 dwelling units. Due to the size of the property and the 350 m² minimum lot size within the R3 zone, the maximum density on the property could be greater than 4.68 dwelling units. The applicant has proposed a maximum density of eight strata lots.

As per Policy 13.3, in lieu of providing a tangible amenity, the value of the amenity may be contributed. Outside the Town Centre, the value of an amenity is \$5,000 per unit.

Proposed maximum density (8 lots) less the base density (4.68) equals an increased density of 3.32. $\$5,000 \times 3.32 = 16,600$, to be contributed at time of subdivision.

4. Legal Impacts:

The amenity contribution will be formalized through a section 219 covenant that will be prepared and registered on title before the adoption of Bylaw 636.

5. Financial Impacts:

The developer will pay for all costs associated with site improvements and development and is bound by District of Sooke Bylaws and regulations.

6. Implication of Recommendation:

The rezoning application is consistent with the objectives of the Community Residential designation within the OCP.

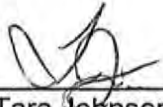
7. Strategic Relevance:

This proposal meets the following strategic priorities in In Council's 2016 Corporate Strategic Plan:

PLANNING – The District will work towards streamlining planning processes to encourage investment and job growth in the community.

Attached Documents:

1. Application Summary
2. Referral Agency Comments
3. Subject Property Map
4. Rezoning Rationale from Applicant
5. Small Lot Residential Zone
6. Draft Bylaw No. 636
7. Draft S. 219 covenant


Tara Johnson, MCIP, RPP
Planner II

Approved for Council Agenda
 Development Services
 Corporate Services
 Financial Services
 CAO

Application Summary

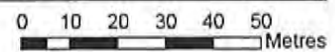
Address	7125 Grant Road West
Legal	Lot 8, Section 1, Sooke District, Plan 13885
Existing Zoning	Rural Residential (RU4)
Proposed Zoning	Small Lot Residential (R3)
Existing OCP	Community Residential
Proposed OCP	n/a
Parcel Size	+/- 0.39ha = 3865m ²
Services	Water: CRD Water Sewer: to be hooked into Municipal Drainage: On-site
Adjacent Land Uses	North: Grant Road West South: Medium Lot Residential (R2) (received 3 rd reading) East: Rural Residential (RU4) West: Medium Lot Residential (R2) (received 3 rd reading)

Summary of Referral Agency Comments [originals are in the file]

SUMMARY OF COMMENTS RECEIVED IN RESPONSE TO DISTRICT OF SOOKE REFERRAL

EXTERNAL REFERRALS	
Agency	Comments
BC Hydro	<p>BCH does not own any equipment on this property. A Statutory Right-of-Way Agreement is not required at this time but may be needed in the future. Major modifications to the BCH system will be necessary in order for BCH to provide service to this development. BCH will need to complete a thorough system study and design to provide a cost estimate for this work. The developer must submit an application for service.</p> <p>Servicing this development may require infrastructure that has a large footprint. The location of this equipment may significantly influence the design of the development as it may need to be placed on private property.</p> <p>There is overhead electrical infrastructure adjacent to this property which may affect this development. It is the developer's responsibility to ensure that any infrastructure built on this property will meet all current CSA requirements and limitations around high voltage equipment and transformation.</p>
Ministry of Transportation and Infrastructure	No objections to the proposal and has no additional requirements for approval.
Canada Post	Currently there are four residences serviced by a community mailbox. The additional calls will be serviced the same way. We may possibly need a service upgrade to provide additional space for the new points of call. Will review as time of occupancy gets closer.
BC Transit	<p>Is supportive of the proposed development as it is consistent with transit supportive land use and transportation policies in the Victoria Transit Future Plan and in the District of Sooke's OCP land use policies</p> <p>The property is located directly on a transit route providing service to Sooke Town Centre, West Shore Town Centre, Royal Roads, West Shore Recreation Centre, Victoria General Hospital and downtown Victoria. There are transit stops located along Grant Road about 40 metres east of the property and serving both directions of travel.</p> <p>Please consider upgrading the eastbound bus stop on Grant Road about 40 m east of the subject property with accessibility pads.</p>
Beecher Bay	No concerns
CRD Water	See attached. Comments will be addressed at time of subdivision.
CRD JdFEA	N/A
SEAPARC	No response
T'souke Nation	No response
VIHA	No objections providing the property will be serviced by the municipal sewer system.

Archeological Branch	<p>According to Provincial records there are no known archaeological sites recorded on or near the subject area. However, archaeological potential modelling indicates there are areas of high potential close by.</p> <p>Archaeological sites (both recorded and unrecorded) are protected under the <i>Heritage Conservation Act</i> and must not be altered or damaged without a permit from the Archaeology Branch. If a suspected archaeological site is encountered during development, activities must be halted and the Archaeology Branch contacted at 250-953-3334 for direction.</p>
RCMP	No concerns
School District #62	No concerns
Fortis BC	No conflicts. No existing gas pipelines in the area.
Shaw Cable	No response
Telus	No concerns.
Building	No response
Fire	<p>The site is beyond the 10 minute fire department response time as defined by Section 9.10.14.3 of the BC Building Code so additional provisions to address limiting distance between proposed structures or sprinkling the buildings may be required.</p> <p>An additional fire hydrant may be required along the driveway route to meet the requirements of Fire Underwriters Survey for hydrant spacing.</p>
Engineering	No objections in principle. A subdivision review has yet to take place.



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Palomar Synergy Inc.

PO BOX 728, SOOKE, BC V9Z 1H7

Rezoning/OCP Application

C. REZONING RATIONALE

(1) Description of Surrounding Area

We have attached a map showing the surrounding land uses which largely consist of low densities, including the low density multi-family (RM1) development at 7091 Grant Rd. Our property has been highlighted in orange.

(2) Purpose of Rezoning

We intend to divide our property into eight (8) strata lots only and then to erect moderately-sized, sustainable, prefabricated single family homes on each lot.

(3) Relationship of Our Application to OCP Goals & Objectives

Our small-scale plan for the residential development of our property will assist in minimizing the impact on municipal infrastructure and help reduce residential sprawl. Our homes will be affordably-priced to target and attract young families, retirees and first-time buyers and will be the most efficient use of our land as a result because we will be concentrating new residential development in our existing neighborhood rather than expanding into new areas.

It is also important to note that our neighborhood is itself in the process of expansion and development ; and, that our project has been tailored to be consistent with that expansion and development in an effort to preserve and enhance the character of our neighborhood.

We intend to build our efficiently constructed homes using the *Pacific SmartWall*® prefabricated wall system, as described below :

Pacific SmartWall® is a prefabricated wall system that simplifies building and offers significant advantages over other construction methods. Proven increases in thermal efficiency and air tightness combined with increased indoor air quality, reduced sound transmission and shorter framing times are some of the key advantages of this system.

Pacific SmartWall® is framed in 2×6, 2×8 or 2×10 widths. As an example, the 2×6 width framing produces an R22 value which results in a 40% increase in thermal efficiency.

Pacific SmartWall® is a conventionally framed wall, with a few key additions. Yet home builders benefit from significantly reduced framing times and cost – up to 40% cheaper per square foot than it's competitors. These cost savings can then be passed on to the consumer.

There are no hazardous land conditions on our property ; and, other than a drainage ditch running across our property, there are no environmentally sensitive areas within our property. The fact that our homes will be assembled in sections brought in from elsewhere – as opposed to being built from the ground up on-site – should help reduce the impact on the natural environment.

We also note there are bus stops on both sides of Grant Road located at the front of our property which provide reliable pedestrian connections to the amenities and commercial service areas of Sooke, Colwood-Langford and Victoria.

END OF DOCUMENT

attachment

Small Lot Residential

R3

203.1 Purpose: This zone is intended to provide a range of lot sizes to residential parcels of land that designated as Community Residential within the Sewer Specified Area.

203.2 Permitted Uses:

Principal Uses:

Accessory Uses:

- a) Horticulture
- b) Single family dwelling or one duplex per lot*

*See conditions of use.

- c) Bed and breakfast*
- d) Boarding and lodging
- e) Home-based business
- f) One secondary suite or one small suite on a lot with a single family dwelling
- g) Vacation accommodation unit

203.3 Minimum Lot Size for Subdivision Purposes¹: 350 m²

203.4 Minimum Width for Subdivision Purposes: 11 m

203.5 Maximum Height:

- a) Principal Buildings: 10.5 m
- b) Accessory Buildings: 4 m

203.6 Maximum Lot Coverage: 45%

203.7 Minimum Setbacks:

Use	Front Lot Line	Flanking Lot Line	Side Lot Line	Rear Lot Line	Lane Lot Line
Principal Building or Structure	4.5 m – house portion 8 m – garage/ carport portion	2 m	1.2 m	3.5 m	1 m
Accessory Building or Structure – 1 storey	7.5 m	2 m	1.2 m	1.2 m	0 m

203.8 Conditions of Use:

- a) Bed and breakfast permitted on lots 600 m² or larger;
- b) Duplex permitted on lots 600 m² or larger;
- c) No panhandle lots permitted;
- d) Notwithstanding the permitted uses on R3 zoned properties, on the property identified as PID 000-133-817 (as Parcel A (DD 1437061), Section 24, Sooke District, Except Plans 5572, 11961, 27456, 40462, VIP52601, VIP59223, VIP79955, VIP79956 and Part in Red on 610RW, an amenity area for assembly use is permitted as an accessory use. (added by Bylaw No. 834 adopted February 11, 2014)



DISTRICT OF SOOKE

BYLAW No. 636

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property legally described Lot 8, Section 1, Sooke Land District, Plan VIP13885 from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3).

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This Bylaw is cited as *Zoning Amendment Bylaw (600-24)*.
2. The parcel of land legally described as Lot 8, Section 1, Sooke Land District, Plan VIP13885 as shown boldly outlined and hatched on Schedule A, which is affixed to and forms part of this Bylaw, is hereby rezoned from Rural Residential Zone (RU4) to Small Lot Residential Zone (R3).
3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* as amended from time to time and Schedule A attached thereto, are amended accordingly.

Introduced and read a first time the ____ day of _____, 2016.

Read a second time the ____ day of _____, 2016.

Public hearing held the ____ day of _____, 2016.

Read a third time the ____ day of _____, 2016.

Approved by Ministry of Transportation and Infrastructure the ____ day of _____, 2016.

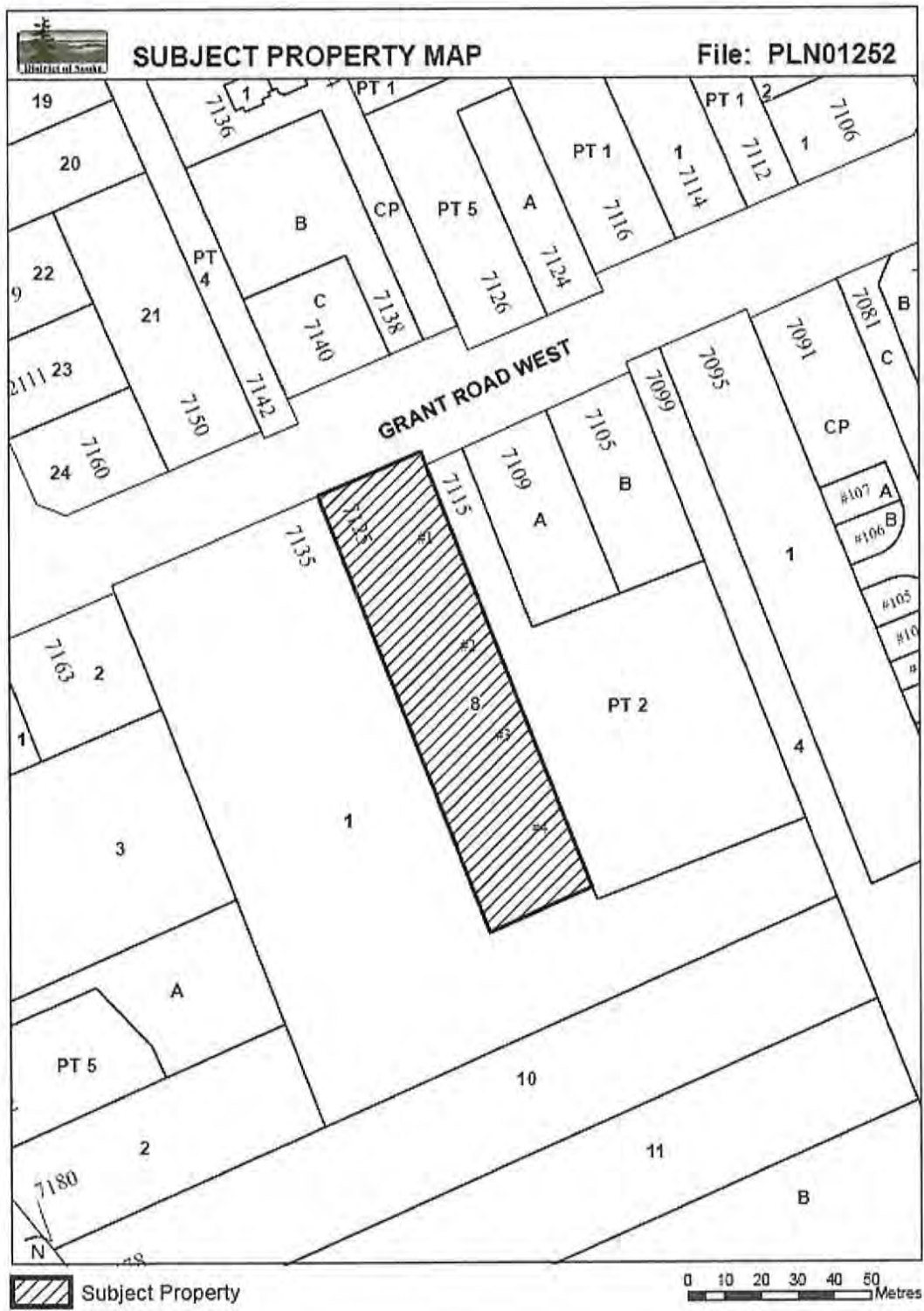
Adopted on the ____ day of _____, 2016.

Certified by:

Maja Tait
Mayor

Gabryel Joseph
Acting Corporate Officer

SCHEDULE A



TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference '_____', 2016 is made

BETWEEN:

Palomar Synergy Inc.
2nd Floor-6703 West Coast Road,
Sooke, BC
V0S 1N0

(the "Owner")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

GIVEN THAT:

- A. The Owner is the registered Owner in fee simple of the land in Sooke, British Columbia, legally described as:
Lot 8, Section 1, Sooke District, Plan 13885
(the "Land");
- B. The Owner proposes to develop the Land for residential use;
- C. The Owner has requested the Municipality to adopt Bylaw No. 636, *Zoning Amendment Bylaw (600-24)* (the "Rezoning Bylaw") rezoning the Land to permit the development proposed by the Owner, and
- D. The Council of the Municipality has determined that the adoption of the Rezoning Bylaw would, but for the covenants contained in this Agreement, not be in the public interest; and the Owner therefore wishes to grant pursuant to s.219 of the *Land Title Act*, and the Municipality wishes to accept, the covenants over the Land that are set out in this Agreement;

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the Municipality to the Owner (the receipt of which is acknowledged by the Owner), the Owner grants to the Municipality in accordance with s.219 of the *Land Title Act* the following covenants:

- 1. The Owner covenants and agrees with the Municipality that:
 - (a) The Land must not be subdivided;

unless the subdivision is in accordance with the Schedule of Restrictions attached as Schedule A.

2. Any opinion, decision, act or expression of satisfaction of the Municipality provided for in this Agreement is to be taken or made by the Municipality's Municipal Engineer or his or her delegate authorized as such in writing, in each case acting reasonably.
3. The Owner may, after the Rezoning Bylaw is adopted, request a discharge of any particular covenant granted in this Agreement in respect of any parcel into which the Land may be subdivided, and the Municipality shall execute and deliver a discharge in respect of any such covenant that has been, in the Municipality's opinion, fully satisfied by the Owner.
4. The Owner releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
6. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
7. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
8. This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the Interpretation Act, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,
 - (b) affect or limit any enactment related to the use of the Land, or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use of the Land.

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered Owner of the Land.
10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
13. This Agreement is the entire agreement between the parties regarding its subject.
14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instrument.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SCHEDULE "A"

SCHEDULE OF RESTRICTIONS

AMENITIES

1. The Developer covenants and agrees to provide, to the satisfaction of the District's Director of Development Services, and at its sole cost the Amenities, prior to final approval by the approving officer of the Subdivision of the Lands in accordance with section 2 and section 3 of this Schedule "A".
2. The amenities to be provided are parks and trail development, waterfront walkway, affordable housing, open space (in addition to statutory park dedications), day care facilities (not for profit), public art, park equipment, ALR acquisitions, community gardens, parking structures, performing arts facility, green infrastructure, beautification projects, having in the aggregate a market value not exceeding \$5,000.00 for each additional dwelling unit in excess of the 4.68 dwelling unit Base Density on the land to be collected at time of subdivision;
3. Despite section 2 of this Schedule, in lieu of provision of these amenities the Developer may at subdivision stage pay the District \$5000.00 for each additional dwelling unit in excess of the 4.68 dwelling unit Base Density on the land to be collected at time of subdivision.