



**Public Hearing
Information Package #2**

June 27, 2016 at 7:00 pm
Sooke Council Chamber
2225 Otter Point Road, Sooke, BC

Silver Spray (Sooke Point) Water Lot Rezoning

Proposed Bylaw:	Bylaw No. 644, <i>Zoning Amendment Bylaw (600-30)</i>
Zoning Amendment:	A bylaw to amend Bylaw No. 600, <i>Sooke Zoning Bylaw, 2013</i> for the purpose of amending the zoning on a portion of the water near Possession Point legally described as “Unsurveyed Crown foreshore or land covered by water being part of the bed of the Juan de Fuca Strait, Sooke District” from Passive Recreation (W1) to Marina (W3).

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

Subject: Proposed Commercial Wharf Moonlight Bay ;
Attachments: Schedule D- Land Policy Eligibility.pdf; Schedule E- Access- Ingress and Egress.pdf;
Schedule F- Zoning W1.pdf; Schedule G- Silverspray CD Zone.pdf; Schedule H - Licence
of Occupation.pdf; Schedule I.jpg; Schedule J.pdf; 2016-06-20 LTGabryl Joseph.pdf

From: Chris Lott
Sent: June-20-16 4:21 PM
To: 'gjoseph@sooke.ca'
Cc: Krzysztof Kotecki (kotecki@stalgast.com); Jozef Jachniak (jjachniak@enefen.com)
Subject: Proposed Commercial Wharf Moonlight Bay

Attached please find correspondence relating to the Public Hearing set for June 27,2016 re Sooke Point Water Lot Rezoning.
Chris Lott

M C K I M M & L O T T

B A R R I S T E R S S O L I C I T O R S N O T A R I E S P U B L I C

NICHOLAS W. LOTT * CHRISTOPHER S. LOTT * TIMOTHY F. LOTT * COLL GORDON * DAMON O'BRIEN
TYBRING M.S. HEMPHILL JENNIFER BATEMAN KATE J. FISCHER
GEORGE F. MCKIMM (2007)

REPLY TO: SIDNEY OFFICE
CHRISTOPHER S. LOTT - CSLOTT@MCLOTT.COM
ASSISTANT: PAT - PKINNEY@MCLOTT.COM

June 20, 2016

Our file 30420

District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

By email: gjoseph@sooke.ca

Attention: Gabryl Joseph
 Director of Corporate Services

Dear Sir:

Re: Proposed Commercial Wharf in Moonlight Bay

These offices act for Krzysztof Kotecki and Bogdana Kotecka, who own property adjacent to the area being put forward for development of a marina.

We attach a submission we presented to the Ministry of Forests which was forwarded to your offices to the attention of Mr. Howat on May 16, 2016. Our clients are disturbed to note that the District is moving forward with rezoning, apparently without considering the effect of a marina development on the residential development that has taken place.

We have enclosed the original objections raised by our clients when the first application was presented for strata moorage, which application was apparently withdrawn. You will note from our materials that the original development referred to a marina within the development for which approval was obtained. It appears that marina has been abandoned.

We trust our client's concerns will be provided to council.

Yours truly,
MCKIMM & LOTT

Christopher S. Lott
CSL/pk

9830 4TH STREET, SIDNEY, BRITISH COLUMBIA, CANADA V8L 2Z3
TELEPHONE: (250) 656-3961 FAX: (250) 655-3329
EMAIL: reception@mclott.com

SALT SPRING OFFICE: 118 FULFORD-GANGES ROAD., STE. 201 SALT SPRING ISLAND, B.C. V8K 2S4
TELEPHONE: (250) 537-9951 FAX: (250) 537-1916

*Denotes Personal Law Corporation

M C K I M M & L O T T

B A R R I S T E R S S O L I C I T O R S N O T A R I E S P U B L I C

NICHOLAS W. LOTT * CHRISTOPHER S. LOTT * TIMOTHY F. LOTT * COLL GORDON * DAMON O'BRIEN
TYBRING M.S. HEMPHILL JENNIFER BATEMAN KATE J. FISCHER
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REPLY TO: SIDNEY OFFICE
CHRISTOPHER S. LOTT - CSLOTT@MCLOTT.COM
ASSISTANT: PAT - PKINNEY@MCLOTT.COM

May 16, 2016

Our file 30420

District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

By email: rhowat@sooke.ca

Attention: Rob Howat
 Director of Development Services

Dear Sir:

Re: Proposed Commercial Wharf in Moonlight Bay

We have been retained to oppose the application for a commercial marina near Possession Point which has been submitted to the Ministry of Forests, Lands and Natural Resource Operations under File # MP1414309. We presume your offices have received notice and we attach our filing with the Ministry.

Yours truly,

MCKIMM & LOTT

Christopher S. Lott
CSL/pk
Encl.

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M C K I M M & L O T T

B A R R I S T E R S S O L I C I T O R S N O T A R I E S P U B L I C

NICHOLAS W. LOTT CHRISTOPHER S. LOTT TIMOTHY F. LOTT COLL GORDON
TYBRING M.S. HEMPHILL NOLA M. SILZER JENNIFER BATEMAN DAMON O'BRIEN KATE J. FISCHER
GEORGE F. MCKIMM (2007)

May 13, 2016

Our File No. 30420

Lands and Natural Resource Operations
142-2080 Labieux Rd,
Nanaimo, BC, V9T 6J9

Attn: Senior Land Officer, Ministry of Forests

Dear Sirs:

Re: Notice of Intention to Apply for a disposition of Crown Land File 1414309

These offices have been retained to represent the owners of Strata Lot 3 Plan VIS6274 Section 78 Sooke Land District, located at 7520 Ocean Park Place, in Sooke, B.C. which property faces on Moonlight Bay.

In January of 2016 our clients read the published notice for strata moorage filed under this application number. They delivered the objection marked Schedule "A", and received the attached email, Schedule "B" from the developer relating to this application.

Our clients wish to express their strenuous objections to the proposed marina.

Our clients have designed and built their home to take advantage of the stunning views over the Strait of Juan de Fuca. At the time of the sale of the property, the zoning in place provided for a marina to be located within the overall development where a Licence of Occupation has been issued. There was no suggestion a marina would be located in front of their property, destroying their views and impeding access.

With respect to the application presently submitted to the Ministry, we raise the following issues based on the policy requirements. We understand those policies relating to this application to be set out in Land Use Operational policy Commercial – general: Section 8, Allocation Process attached as Schedule "C" and General Policy Eligibility and Restrictions Section 2.2.2 attached as Schedule "D". We also will refer to the comments in Riparian Rights and Public Foreshore use in the "Administration of Aquatic Crown Land "Access: Ingress and Egress. Pages 14-20 Schedule "E".

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Local Government

An application requires compliance with local government zoning. Schedule "C" Section 8.1.4 mandates referral to local government and we assume Sooke will respond on the zoning issue. We note the suggested area is zoned W1 which sets out permitted uses in Sooke Zoning By-law Schedule 701, Schedule "F" hereto. Commercial marina use is not permitted.

We note Sooke zoning in Schedule 803, attached as Schedule "G", provides for marina use in Area C of the ` Silverspray CD Zone. The area referred to as Area A in the zoning bylaw is the upland property for this application and does not contemplate a commercial marina on the foreshore.

Of further note is that Schedule 803.2 Sooke zoning bylaw, Silverspray CD Zone Schedule "G", Area A provides for boat moorage, rentals and docks accessory to the hotel or lodge use. We note this limitation on users is contrary to Section 8.2.1. of the Land Use Operational Policy Schedule "C" dealing with marinas, which requires that there be no restriction of a facility to a limited group of persons.

Multiple (Land Act) Tenure Holders

The original developer and owner of upland property obtained a Licence of Occupation #1412085 which has been assigned and those documents are Schedule "H" and attached as Schedule "I" is a photograph of that site. Attached as Schedule "J" is a copy of the change of name from Silverspray Investments Inc. to Southern Island Land and Sea Ltd, the original holder of the Licence .

We note section 2.2.2. of the General Policy Eligibility and Restrictions, Schedule "D" provides, where a holder holds or has held a form of tenure which is not in good standing an application may be refused. Here it appears a tenure was obtained for marina purposes and not only has not been proceeded with, but has been abandoned after significant changes to the foreshore. We suggest a further grant to effectively the original applicant should be refused.

Riparian Rights

We note the requirement of consideration of riparian rights and the protection of our client's ability to have deep water access. Referring to Schedule "E dealing with access to Crown Land, on page 20 the criteria for consideration are set out. We suggest that access for our clients property and those properties in the strata plan which are situated on the waterfront is impeded and they do not have access to deep water given the shape of the coastline, depth of water, and tides.

An examination of the coast line at the location of our client's property shows numerous obstructions immediately to seaward of the property and the suggested structure will

impede the only access to deep water. This is a breach of not only our client and other property owners in their strata's riparian rights but also the public right of navigation.

Notice

We note the suggestion of notification referred to in 8.1.5 of Schedule "C" and wonder if notice of this substantial incursion on the foreshore has been communicated to other owners in the area.

Structural Integrity

Our client's experience living at the location has been of very severe storms from the south-east. The proposal does not appear to provide any protection for the suggested improvements and any construction to be safe would have to be incredibly strong. There is a significant environmental risk to the foreshore and safety risk to any user of the proposed structure.

We look forward to your comments on the application and appreciate your consideration of our clients' concerns.

Yours truly,



McKIMM & LOTT
Christopher S. Lott
cslott@mclott.com

FW: Opposition to a crown land staking notice MP1414309

Krzysztof Kotecki <kotecki@stalgast.com>

Fri 4/1/2016 6:09 PM

To: Jozef Jachniak <jjachniak@enefen.com>;

4 attachments (7 MB)

exhibit A.pdf; exhibit B.pdf; exhibit C.pdf; exhibit D.png;

Od: Krzysztof Kotecki <kotecki@stalgast.com>**Data:** środa, 10 lutego 2016 20:13**Do:** "Broekhuizen, Colleen FLNR:EX" <Colleen.Broekhuizen@gov.bc.ca>**DW:** "Harvey, Mark FLNR:EX" <Mark.Harvey@gov.bc.ca>, Josef Jachniak <jjachniak@enefen.com>**Temat:** FW: Opposition to a crown land staking notice MP1414309**Attention:****Ms. Colleen Broekhuizen RPF****Land Officer, West Coast Region Authorizations**

Ministry of Forests, Lands & Natural Resource Operations

Suite 142-2080 Labieux Rd

Nanaimo, BC V9T 6J9

Phone: 250-751-7254

Subject: Opposition to Residential / Strata Moorage application File #1414309.**SUMMARY**

We are the owners and residents of a water-front house at [REDACTED] Ocean Park Place, Sooke, BC V9Z 1L8. It is situated on Lot [REDACTED] of strata VIS6274 and [REDACTED] (1 out of 7 water-front lots) in our strata in Moonlight Bay. The proposed dock and its connecting anchor lines will occupy over 50% of the surface of our small bay and will serve a large commercial hotel/lodge development, which has no direct access to our bay. The applicant has a long shoreline and has already started a development of a 115 boat marina and dock in the north part of the Silver Spray development. There is no reason why that marina could not be used for the hotel and lodge guests, or why this additional proposed dock could not be built in the Seaspray Cove right in front of the hotel and lodge which it is supposed to serve.

It is unacceptable that according to our strata bylaws no-one in our strata could be allowed to construct private docks and moorage in our small bay, but a large neighbouring hotel/lodge centered around another bay could build a commercial dock in our bay right in front of our water-front houses.

It is our position that the proposed dock/moorage will directly and immediately affect our privacy and it will

destroy the natural character of Moonlight Bay. We also believe that its construction is against the intent of the Zoning Bylaws No. 600 of the Municipality of Sooke and of the original vision of the SilverSpray development based on which we and other property owners purchased lots in this development. In addition, the current application for a residential/strata moorage is misleading as the applicant is really planning to build a dock for a large hotel/lodge and not for a residential strata which he is not allowed to build on his property.

We oppose the application File #1414309 and the construction of moorage / dock in the Moonlight Bay.

JUSTIFICATION:

- 1) The Silverspray development is located in East Sooke and directly affects East Sooke residents whose properties are governed by CRD bylaws. Silverspray property belongs however to the Sooke Municipality located on the other side of the Sooke basin. Consequently, the Silverspray development is governed by the Municipality of Sooke Zoning Bylaw No. 600. and effectively by the residents of a different area who do not live here.
- 2) According to the Sooke Municipality Zoning Bylaw No. 600 Silver Spray is designated as Comprehensive Development and Mixed Use CD3 Zone and described in Schedule 803. The entire shoreline around zone CD3 including the location subject to this application File #1414309 is designated as zone W1 – Passive Recreation and permitted for: *“leisure activities such as walking, running, jogging, sitting, picnicking, swimming, boating and sporting activities that do not involve infrastructure”*. (<http://sooke.ca/online-services/maps/sooke-zoning-maps/> Zoning Bylaw Definitions page 16)



Sooke Zoning Maps | Welcome to the District of Sooke

sooke.ca

The Zoning Map is available as a layer in our interactive web map. It is recommended that you confirm the zone of your property with the Planning department before ...

- 3) Within the CD3 there are three areas A, B, and C. Area A permitted use is destination, resort complex, Area B is 125 single family residential dwellings, park and nine-hole golf course, Area C is clubhouse for golf course, park and marina.
- 4) Our house is located in area **■**, which is divided into multiple strata. The proposed location for the dock in the Moonlight Bay is in front of our residential Strata VIS6274 consisting of 11 properties, 7 of them are water-front properties (exhibit B). Our house is located on lot # **■**. Moonlight Bay is a very small approximately 110 x 120 meters bay. The planned dock will be 32 meters long x 7 meters high and with its connecting anchor lines will occupy over 50% of our bay.
- 5) Our strata VIS6274 is governed by its own Building Scheme. Clause 14.2 Building Scheme for our strata says: *There shall not be constructed, placed, erected or maintained on any lot any docks, floats, cranes,*

- lifts or marine railways.* (exhibit C page 13)
- 6) The applicant for the moorage permit, Landus Development, owns lot within the same Silverspray CD3 development marked as commercial area A (destination resort complex). This area consists of two separate lots. One of the lots is the SookePoint peninsula located to the West of Moonlight Bay and around Possession Point and Seaspray Cove. The other part of the SookePoint property is located to the north of our strata and has no direct access to the water.
- 7) The SookePoint Peninsula has a long shoreline which to the east borders our Moonlight Bay. However, that east side of the peninsula has a 20 meters steep cliff drop-off without a direct access between the peninsula and the Moonlight Bay. The proposed access to the dock will be therefore provided not directly from the Sooke Peninsula but around the back of it via a narrow steep passage located directly in front and in plain view of the bedrooms of houses located on lots 1, 2 and 3 of our strata VIS6274. Persons on the path will have a direct view of the entire inside of houses located on these three lots. Proposed location of dock and access to the dock will directly affect our privacy and ruin the water-front character of our house.
- 8) In contradiction with the W1 Zoning of the shore line around the Silverspray Development there is a clause in the Sooke Bylaw 600 which allows a development of:
- 803.1 a) A destination resort complex with hotel or lodge buildings, 15 tourist accommodation chalets, a restaurant and accessory facilities*
- 803.2 Permitted Uses:*
- Area A (Destination resort complex):*
- a) Boat moorage, rentals and docks accessory to the hotel or lodge use.*
(<http://sooke.ca/online-services/maps/sooke-zoning-maps/> Zoning Bylaw page 121)
- 9) The current SookePoint development plan presented on the developers website <http://www.sookepoint.com/ocean-cottages/sookepoint-ocean-cottages-1.htm> shows the location of the SookePoint Lodge around the Seaspray Cove. However the boat moorage, rentals and docks accessory to the hotel or lodge use is being proposed to be located not in the Seaspray Cove next to such hotel or lodge but in the adjacent Moonlight Bay to which there is no direct access from Seaspray Cove and where there is another Strata VIS6274 which prohibits construction of such moorage or dock.
- 10) The application by Landus Development File #1414309 specifies the purpose as "Residential/Strata Moorage". This is contrary both to the W1 Zoning of the area shoreline and permitted uses of such dock or moorage as an accessory to the hotel or lodge. The SookePoint Lot B plan VIP 83919 Section 78 does not have a residential strata located or permitted on it.
- 11) The CD3 includes also Area C located in the northern part of the development, which is described as:
- "803.1 Purpose: This zone provides for:*
- d) A 115 berth marina with accessory facilities*
- 803.6 Maximum Density and Dimensions:*
- c) Marina (Area C) may include up to 115 berths for 115 boats"*
- This marina is already under construction in a much safer and protected area, seemed to be properly zoned and is situated not to conflict with other residential strata. There is no reason why this marina could not serve the hotel and lodge clients as originally intended and why another dock must be built in an area, which is supposed to be protected from such construction.
- 12) The current SookePoint development plan dated 26 November 2015, presented on the developer's website (exhibit D) shows the planned construction of a Lodge with 15 attached units, 77 three-level buildings, 6 level Surfside Ocean Suites with 18 suites per floor, two three level SW Tip of Canada Pavilions, Sports Academy, two restaurants, a "Village" with 9 commercial establishments,

and approximately 280 parking spots. Based on the development plan, this peninsula part of the SookePoint development will have approximately 400 suites and commercial use rooms with a potential of 800 persons living full time or visiting this development and its facilities at any time. The plan for the second part of the Area A located to the north of our strata and of equivalent surface area to the peninsula has not been established, however by extension of the proposed lodge or hotel could potentially house another few hundred persons.

13) The dock / moorage facility proposed for construction in Moonlight Bay in front of our water-front strata is being currently offered by the Developer as one of the main attractions of SookePoint (for example for fishing), therefore according to the development plan it will be accessible to over 800 persons.

14) The boat traffic and engine noise in front of our bedroom will start of 4 or 5 AM when the first boats leave for the fishing grounds nearby

15) The resulting exhaust and fuel leakage from the boats will reach our property only 30 meters away, and will affect the health of my wife who is suffering from asthma

16) The fishermen using the dock will be cleaning their catch right in front of our house causing additional pollution and odour and attracting seagulls, which are currently not present regularly in the Moonlight Bay.

17) The construction of the dock will disrupt the current natural water flow in the bay and increase pollution

18) Both our strata in Moonlight Bay and the SookePoint peninsula development are facing south looking towards the Olympic Peninsula Mountains, the Secretary Island, and to the left towards the rugged shores of the Sooke Park. It is a pristine and unspoiled location frequented by sea lions, sea otters and pods of whales. It is not uncommon to see whales breaching and sea lions feeding on salmon right in front of our house. Bald eagles nest in front of our property and along the shores of the Sooke Park and blue herons rest on the surrounding trees and logs in the bay. Canada geese nest every year on the surrounding shores. One of the most popular trails of the park ends with a spectacular viewpoint of the Juan de Fuca Straights. This viewpoint is located approximately [REDACTED] meters from our house. The drop-off near Secretary Island which is located about [REDACTED] m from our property is one of the most popular and productive salmon fishing grounds. From spring to fall we can see hundreds of sport-fishing boats enjoying this area right in front of our house. With the current huge development plan taking shape at the SookePoint Peninsula all of this unspoiled beauty is currently threatened. The wildlife living in Moonlight Bay will be gone due to the presence of the moorage and dock and the pollution from the visitors and from the boats.

Yours truly,

Krzysztof Kotecki
[REDACTED]cean Park Place,
Sooke, BC V9Z 1L8.
Tel:

Kotecki@stalgast.com

SCHEDULE 'B'

FW: SookePoint Dock Application

Krzysztof Kotecki <kotecki@stalgast.com>

Fri 4/1/2016 6:07 PM

To: Jozef Jachniak <jjachniak@enefen.com>;

 2 attachments (269 KB)

Dock Commercial Notice Posting March 2016.pdf; ATT00001.htm;

Od: Jason Goldsmith <jason@sookepoint.com>**Data:** środa, 30 marca 2016 12:46**Do:** Krzysztof Kotecki <kotecki@stalgast.com>**DW:** Michael Thornton <michael@sookepoint.com>**Temat:** SookePoint Dock Application

Hello Krzysztof & Bogdana,

You will see from the attached file that we are applying for a lease to install a dock at SookePoint that will provide safe access to and from the sea for our residents and the travelling public. Given our location, a dock here may also prove critically important for rapid response in the event of a marine or marine mammal emergency.

For the last 14 years (since 2002) our upland property zoning has specifically permitted '*boat moorage, rentals and docks accessory to the destination resort*'. You may see this in the Sooke Zoning Bylaw No. 600 under the Silver Spray Zone that is accessible on line at the Sooke Municipality website. See 'Area A' (Destination Resort Complex) (a) Boat moorage, rentals and docks accessory to the hotel or lodge use.

As you may recall, this was also detailed in the original Disclosure Statement that you received prior to purchasing your lot at Silver Spray.

We wish to ensure that residents and visitors may arrive and depart safely by sea, and have convenient access to kayaks, paddleboards, sailboats, scuba diving and sea charters without needing to create extra traffic to and from far-away locations.

The Centre for Whale Research will moor a research boat, and they and the Marine Mammal Branch of the Department of Fisheries & Oceans may also use our dock to access, service and maintain hydrophones and other monitoring equipment stationed in our other adjacent underwater Crown Lease area, or to respond to situations involving whales or other marine mammals.

Please note that without a dock at SookePoint, the nearest facility open for commercial use is almost a half-hour drive to Sunny Shores Marina in Sooke or Becher Bay Marina in East Sooke. It's another half hour boating back to SookePoint.

Without a dock at SookePoint, every time residents and guests wish to have safe marine access for boating, diving,

sport fishing or whale watching along our 2,850 feet of waterfront, it may waste up to two hours of time and energy burning fossil fuels, and create needless traffic on the roads and in the harbours.

We sincerely hope you support us at SookePoint, and that we can continue to work together to make our area the very best it can be.

Best regards,

Jason

[Jason Goldsmith](#)

mobile

direct

[SookePoint 1.778.352.2001](#)

[Show Cottage 250.642.0350](#)

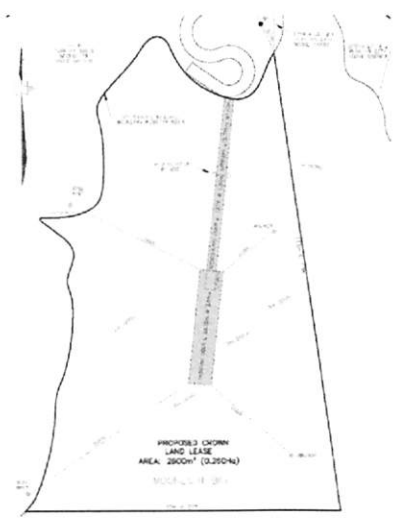
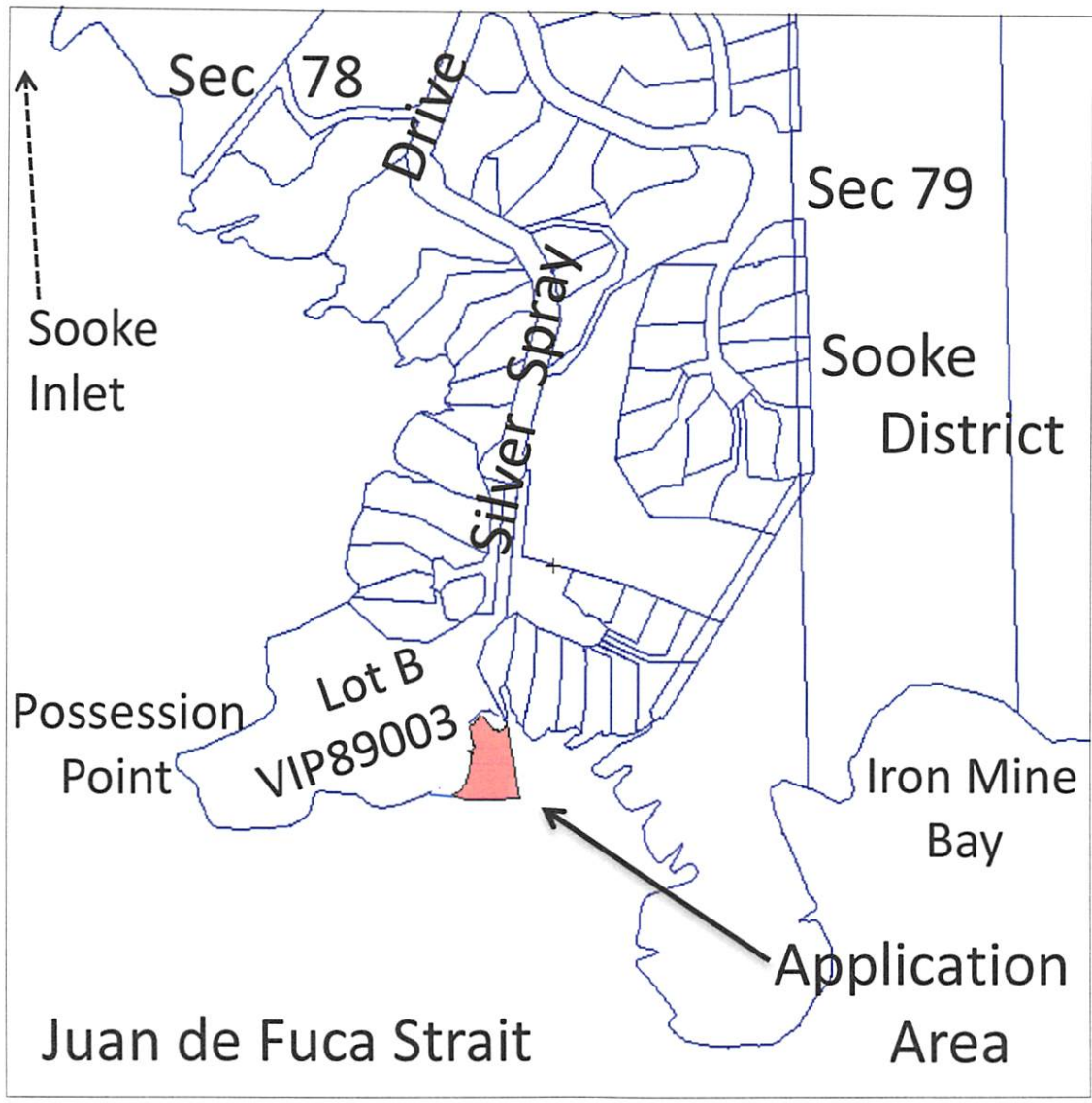
[SookePoint.com](#)



CROWN LAND STAKING NOTICE

LEGAL NAME OF INDIVIDUALS/BUSINESS (PLEASE PRINT IN FULL)		JOINT TENANTS <input type="checkbox"/>
LANDUS DEVELOPMENT GROUP INC.		TENANTS IN COMMON <input type="checkbox"/>
COMPANY OR SOCIETY NAME		
APT NO.	STREET ADDRESS	POST OFFICE BOX NO.
	203-5955 FRASER ST.	
CITY/TOWN		PROVINCE
VANCOUVER		B.C.
		POSTAL CODE
		V5W 2Z6
HOME PHONE 604	BUSINESS PHONE 604	FAX NUMBER
921.5957	230.3199	
		COMPANY OR SOCIETY INCORPORATION NO.
		BC0748811
CANADIAN CITIZEN		
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
LOCATION OF CROWN LAND		AREA IN HECTARES
BAY ON THE EAST SIDE OF POSSESSION POINT + WEST SIDE OF PIKE POINT IN JUAN DE FUCA STRAIT		.260
LEGAL OR BOUNDARY DESCRIPTION:		
A) IF SURVEYED, GIVE LEGAL DESCRIPTION: _____		
B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES: _____		
COMMENCING AT A POST PLANTED: _____ SEE MAP		
THEN METRES _____ IN A _____ DIRECTION; THEN METRES _____ IN A _____ DIRECTION;		
THEN METRES _____ IN A _____ DIRECTION; THEN METRES _____ IN A _____ DIRECTION;		
DATE LAND STAKED: <u>3/31/16</u> PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA.		
INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:		
COMMERCIAL WHARF FOR A TERM OF 30 YEARS OR MORE.		
ANY OTHER CROWN LAND HELD BY APPLICANT:		
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, STATE TENURE NUMBER: 1414241		
I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND STAKING NOTICE IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT - SIGNATORY (IF COMPANY)		
APPLICANTS SIGNATURE(S)		
SIGNATURE		DATE: 3/29/2016
INFORMATION CONTAINED IN THIS APPLICATION IS PUBLIC. PLEASE SEE REVERSE FOR FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY LEGISLATION.		
LAND FILE NUMBER: MP 1414309		

(OVER PLEASE)



Proposed Dock

PLEASE READ THE FOLLOWING INSTRUCTIONS:

STAKING OF UNSURVEYED CROWN LAND:

WHERE THE LAND IS UNSURVEYED OR IS PART OF A SURVEYED PARCEL, AN APPLICANT IS REQUIRED TO IDENTIFY THE LAND BY THE PROCESS OF STAKING.

STAKING IS DONE BY ATTACHING A COPY OF THIS FORM AND SITE MAP TO A POST, AT LEAST A METRE HIGH ABOVE THE GROUND, FIRMLY FIXED IN THE GROUND AT ONE CORNER OF THE LAND.

THE STAKING NOTICE MUST REMAIN VISIBLE ON THE SITE FOR 30 DAYS. THE STAKING NOTICE MUST BE LAMINATED AS TWO PAGES.

STAKING NOTICES MUST BE PLACED IN A LOCATION WITH GREATEST EXPOSURE TO THE PUBLIC AND NEIGHBOURS (I.E. FRONT GATE, DRIVEWAY) AND YOU MUST DELIVER A COMPLETED COPY OF THIS NOTICE TO YOUR IMMEDIATE NEIGHBOURS.

SUBMIT TWO PHOTOS TO FLNRO (A WIDE SHOT SHOWING THE NOTICE POSTED AND A CLOSE-UP SHOWING THE DETAIL OF THE STAKE NOTICE AS POSTED).

AN APPLICATION FOR CROWN LAND MUST BE FILED WITH THE COMMISSIONER OF THE LAND RECORDING THE DISTRICT IN WHICH THE LAND IS LOCATED. THE COMMISSIONER IS LOCATED AT THE MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS OFFICE.

NOTE: THERE IS NO RIGHT WHATSOEVER ACQUIRED TO ANY CROWN LAND BY REASON OF:

- STAKING THE LAND
- PUBLISHING A NOTICE OF INTENT TO APPLY FOR CROWN LAND
- FILING AN APPLICATION FOR CROWN LAND.

DESCRIBING STAKED LAND:

1. THE POINT OF COMMENCEMENT, FOR UNSURVEYED PARCELS, SHOULD BE DESCRIBED IN TERMS OF AN EXISTING SURVEY POST (E.G. 10 METRES WEST OF THE S.E. CORNER OF THE PARCEL), OR A READILY IDENTIFIABLE GEOGRAPHIC FEATURE (E.G. A PROMINENT POINT OF LAND OR INTERSECTION OF TWO ROADS, TO ENABLE ACCURATE LOCATION OF THE PARCEL.
2. BOUNDARY LINE OF THE STAKED AREA MUST BE, AS MUCH AS POSSIBLE, ASTRONOMICALLY TRUE NORTH, SOUTH, EAST, AND WEST SO THAT A RECTANGULAR LOT IS FORMED.
3. WHERE THE TOPOGRAPHICAL FEATURES OF THE AREA DO NOT ALLOW FOR RECTANGULAR BOUNDARY LINES RUNNING TRUE NORTH, SOUTH, EAST, AND WEST, THEN BOUNDARIES WILL BE PERMITTED IN OTHER DIRECTIONS AS LONG AS THEY DO NOT INTERFERE WITH THE ORDERLY SURVEY OF OTHER SURROUNDING LAND.
4. THE SIDE LINES FOR SMALL PARCELS FRONTING ON LAKES, RIVERS, TIDAL WATERS, AND ON CERTAIN SURVEYED HIGHWAYS SHALL, WHERE POSSIBLE, BE PARALLEL TO EACH OTHER AND PERPENDICULAR TO THE GENERAL TREND OF THE FEATURES ON WHICH THE SMALL PARCEL FRONTS.
5. THE SIDELINES FOR UNSURVEYED FORESHORE SHALL, AS A GENERAL RULE, BE LAID OUT ON RIGHT ANGLES TO THE GENERAL TREND OF THE SHORE. THIS MAY BE VARIED TO SUIT SPECIAL CONDITIONS, BUT ENCROACHMENT ON THE FORESHORE FRONTING ADJOINING LANDS SHALL BE AVOIDED. THE OUTSIDE OR WATERWARD BOUNDARY SHALL BE A STRAIGHT LINE OR SERIES OF STRAIGHT LINES JOINING THE OUTER ENDS OF THE SIDE BOUNDARIES. IN NARROW BODIES OF WATER THE OUTSIDE BOUNDARY SHALL NOT NORMALLY EXTEND BEYOND THE NEAR EDGE OF THE NAVIGABLE CHANNEL.

1 HECTARE = 2.471 ACRES

1 METRE = 3.281 FEET

100 METRES X 100 METRES = 10,000 SQUARE METRES OR 1 HECTARE

PERSONAL INFORMATION COLLECTED PURSUANT TO THE LAND ACT FOR THE PURPOSE OF ADMINISTERING CROWN LAND, INFORMATION ON YOUR APPLICATION AND OF APPROVED, SUBSEQUENT TENURE WILL BECOME A PART OF THE CROWN LAND REGISTRY, WHICH IS ROUTINELY MADE AVAILABLE TO THE PUBLIC UNDER THE FREEDOM OF INFORMATION (FOI) LEGISLATION. IF YOU HAVE ANY QUESTIONS ABOUT THIS COLLECTION OF INFORMATION, PLEASE CONTACT THE FOI ADVISORY AT YOUR LOCATION MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS OFFICE.

Marina and Yacht Club Tenures

Refer to Appendix 3.

7.4 Sales

Fee simple dispositions are priced at the full market value of the land.

8. ALLOCATION PROCESSES**8.1 Applications**

General commercial Crown land is available by direct application:

- in rural and remote locations,
- for aquatic land,
- where an existing shoreland tenure qualifies for purchase, and,
- for commercial film production.

Crown land for commercial uses in urban areas is generally disposed of through competitive process, see section 8.2.

8.1.1 Application Package

Applications must be complete before they can be accepted for processing. A complete application package will include all the material defined in the Application Checklist.

Marina Management plan

For marinas in staged development, a proposed management plan showing the amount of lineal footage of moorage space is required for purposes of establishing the potential gross income in the first phase of operation.

A proposed management plan is also required to accompany applications for marina expansion and tenure conversion to the new policy.

8.1.2 Application Acceptance

New applications will be reviewed for acceptance based on application package completeness, compliance with policy and program criteria, preliminary statusing, and other information which may be available to provincial staff. The acceptance review is to be completed within 7 calendar days. Applications that are not accepted will be returned to the applicant.

8.1.3 Clearance/Statusing

After acceptance, provincial staff undertake a detailed land status of the specific area under application to ensure all areas are available for disposition under the Land Act and to identify potential issues.

8.1.4 Referrals

Referrals are a formal mechanism to solicit written comments on an application from recognized agencies and groups. Referrals are initiated as per legislated responsibilities and formal agreements developed with other provincial and federal government agencies. Referrals may also be used to address the interests of local governments and First Nations. Referral agencies, organizations and identified special interest groups provide their responses to the Authorizing Agency within 30 days (45 days for First Nations).

Commercial Film

For commercial film production, a referral of a licence of occupation should be sent to the BC Film Commission.

Project Review Team (PRT)

A Project Review Team (PRT) is an advanced referral method which may be used for complex applications. It is a team chaired by the Authorizing Agency and comprised of recognized agencies and groups which meets to review and comment on specific Land Act applications.

8.1.5 Advertising/Notification

At the time of application acceptance, provincial staff will notify applicants if advertising is required and provide the necessary instructions.

Upland Owner Consent

Owners of waterfront property have certain "riparian rights" which include the right of access to and from the upland (see Riparian Rights and Public Foreshore Use in the Administration of Aquatic Crown Land). Provincial staff will advise applicants if there is a need to obtain a letter indicating the upland owner's consent to their application.

Adjacent Owner Notification

New applications to tenure foreshore adjacent to privately owned property, including Indian Reserves, are brought to the adjacent property owner's attention through referrals or direct contact. In certain circumstances, provincial staff may advise applicants that there is a need to obtain a letter indicating adjacent owner's consent to their application.

8.1.6 Aboriginal Interests Consideration

The Province of British Columbia has a legal obligation to consult and, where required, accommodate First Nations when a Crown activity or decision may adversely impact claimed or proven Aboriginal rights and title, as well as, a treaty right. When consulting with First Nations, the Authorizing Agency is guided by the document titled "Updated Procedures for Meeting Legal Obligations When Consulting First Nations". These procedures do not replace or supersede treaties, consultation process agreements or other agreements – where applicable, such agreements will guide consultation.

While the Province is responsible for ensuring adequate and appropriate consultation and accommodation, proponents may be involved in the procedural aspects of consultation (see Guide to Involving Proponents When Consulting First Nations). AT

operators are encouraged to engage with First Nations communities prior to seeking an AT Tenure application.

8.1.7 Field Inspections

Field inspection means the on-site evaluation of a parcel of Crown land by provincial staff. The need to conduct a field inspection will vary and the decision to make an inspection ultimately lies with the Authorizing Agency.

8.1.8 Decision/Report

The applicant will be notified in writing of the government's decision. Reasons for Decision are posted on the relevant website.

8.2 Issuing Documents

If the application is approved, tenure documents are offered to the applicant. All preconditions must be satisfied prior to the Authorizing Agency signing the documents. It is the applicant's responsibility to obtain all necessary approvals before placing improvements or commencing operations on the tenure.

8.2.1 Marinas

Coastal commercial marina tenure documents will include a clause which does not allow the tenure holder to restrict the use of any service or facility to a limited group of persons – the marina is to be available for use by all members of the public.

For marina documents, the clause requiring prior consent for any assignments is to include the following: "If the Lessee/Licencee is a corporation, then a change in control (as that term is defined in the *Business Corporations Act*) of the Lessee/Licencee is deemed to be an assignment of this lease/licencee."

8.2.2 Environmental Tenure Provisions and Schedules

Tenure terms and conditions may be selected from standard tenure document template provisions or in some cases they may be drafted to address specific issues identified through the processing of an application.

In some cases the standard environmental provisions in the tenure document may not adequately reduce potential liabilities and risks to the Province relating to contamination or degradation of Crown land. In these situations a specific set of environmental terms and conditions (referred to as an environmental schedule), as well as additional insurance requirements, should be considered for inclusion into the tenure document.

The need for an environmental schedule or additional insurance requirements will be considered on a case by case basis when processing new or replacement tenures, or tenure assignments. Circumstances that may warrant an environmental schedule or additional insurance requirements may include sites where there is a known or high risk of contamination or environmental impacts due to current or past activities; or a high risk of contamination or environmental impacts occurring in the future as a result of the tenure holders activities.

For circumstances where additional requirements are being considered regional staff are to contact Land Tenures Branch (Ministry of Forests, Lands, and Natural Resource Operations), who will work with Ministry of Justice to prepare a customized environmental schedule if warranted.

8.3 Competitive Process

The Authorizing Agency may initiate one of a number of different competitive processes (e.g. public auction, request for proposals) where permitted by program policy and when deemed appropriate by provincial staff.

General commercial Crown land is disposed of by a competitive process except for those uses listed in 8.1.

8.4 Planned Tenure Dispositions

Planned tenure dispositions involve the province actively investigating and developing opportunities for Crown land tenures, followed by announced openings within specific geographic areas. Under a planned disposition project or study, Crown lands will be allocated by the Authorizing Agency in accordance with standard application procedures or by competitive process.

8.5 Direct Sale

Direct sales provide fee simple dispositions of Crown land through individual applications under the relevant land use program.

A management plan is normally required to accompany all applications and submissions for sales.

8.5.1 Marina

Filled areas for marinas and yacht clubs will be disposed of by direct sale.

8.5.2 Golf Course

Direct sale is the preferred option for golf course developments.

9. TENURE ADMINISTRATION

9.1 Insurance

A tenure holder is generally required to purchase, and is responsible for maintaining during the term of the tenure, a minimum level of public liability insurance specified in the tenure document. The province may make changes to the insurance requirements and request copies of insurance policies at any time during the term of the tenure.

9.1.1 Commercial Film

Insurance for commercial film tenures will be \$3 million and must include fire coverage as well as third party liability.

Land Policy: Eligibility and Restrictions

Specific land programs can include more restrictive eligibility requirements. Where additional eligibility requirements are set, these will be clearly explained and justified in the relevant land use policy.

2.2.1 Tenure expansions

The applicant is required to be utilizing the original tenure efficiently and effectively, as per the requirements of the relevant land use program and the terms and conditions of the tenure document, in order to apply for an expansion.

2.2.2 Multiple (*Land Act*) Tenure Holders

Where an applicant currently holds or has held any other form of *Land Act* tenure, licence or permit, and where one or more such tenure, licence or permit is not in good standing, the Authorizing Agency has the right to refuse a *Land Act* application, assignment or replacement.

3. RESTRICTIONS ON SALE/TENURE

Undeveloped Provincial Crown land is generally available by sale or tenure, subject to eligibility requirements and the conditions below. However, some types of Crown land are restricted from general disposition.

- Order-in-Council 467/1982 precludes issuance of tenures other than temporary licences for all unsurveyed islands and islets lying south of the 51st parallel and east of the 129th meridian, and all unencumbered and unalienated islands, less than 64.75 ha in size, within the coastal tidal waters lying north of the 51st parallel, without the approval of Cabinet.
- Aquatic Crown land (land below the natural high water mark of lakes, streams and other waterbodies) is restricted from sale, except by Cabinet approval (*Land Act* section 18).
- Crown land suitable for quarrying is also restricted from sale, except by order of the Minister (*Land Act* section 19).
- Waste disposal sites: Dispositions to local government are preferably by SCG, with a restrictive covenant limiting the use to waste disposal purposes.
- Waste collection sites: Lease or licence tenure is preferred

3.1 Crown Land for Cemetery Sites

Crown land for cemeteries is disposed of by Sponsored Crown Grant only. Only applications from public sector agencies, local governments will be accepted.

- Note: For local not for profit, community groups wishing to manage their historic, community, rural cemetery a lease is available for nominal rent. Consumer Protection BC issues Certificates of Public Interest if the cemetery is intended for use.

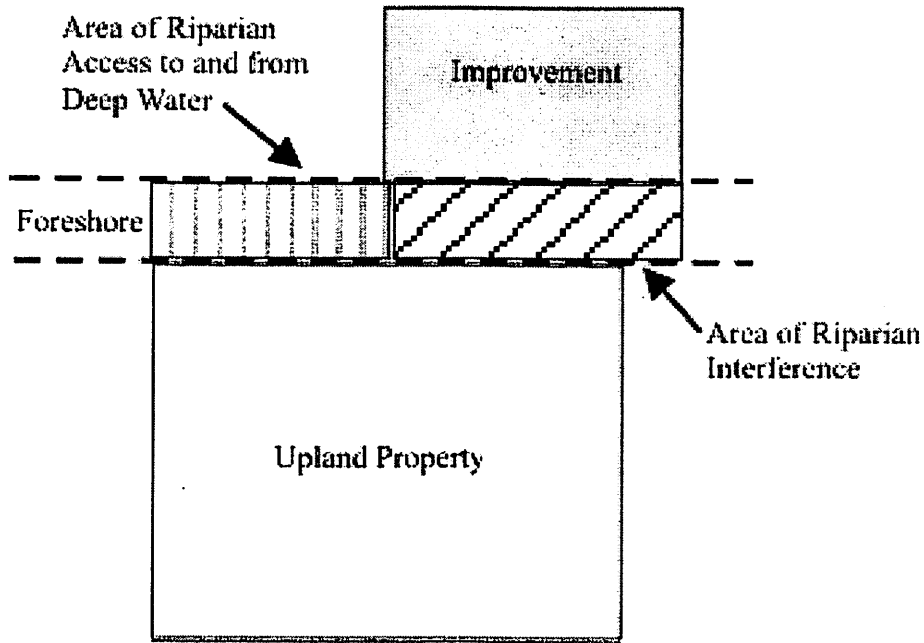


Figure 1: Tenure with Improvements Located Adjacent to the Foreshore in Front of a Riparian Owner

Access: Ingress and Egress

The final remaining riparian right - unimpeded access to and from every point along the foreshore adjacent to a waterfront property - has a significant impact on the Ministry's administration of land.

Tenure Abutting or Covering the Foreshore

Figure 1 illustrates how the riparian right of access can become a problem. This diagram shows an upland property and the adjacent foreshore and nearshore areas.

The improvement that abuts the mean ordinary low water mark in Figure 1 would undoubtedly constitute an obstruction and an actionable interference with tile owner's right

of access. In this case, the property owner would not have access to deep water for the purposes of navigation from every point along the foreshore in front of the property.

It is not enough that the property owner could get to deep water from every point along the natural boundary of his property (that is, from the mean ordinary high water mark). The improvement would still constitute an infringement of the Riparian right of access.

In *Attorney General of the Straits Settlement v. Wemyss* (1888), 13 A.C. 192 (P.C.), it was held that the riparian right of access extends "from every part of the frontage, over every part of the foreshore." Thus, if the improvement only covered part of the foreshore, it would make no difference. The improvement would still constitute an interference.

Therefore, where a foreshore lease abuts the mean ordinary low water mark or covers part of the foreshore and also extends in front of privately owned waterfront property, it is likely that any improvements placed on that lease will constitute an interference with the owner's right of access.

Tenure Located Nearshore or Offshore

Baldwin v. Chaplin (1915), 21 D.L.R. 846 (Ont. S.C.) indicates that whether an interference with the riparian right of access has occurred will always be a question of fact. Thus, the circumstances and resolutions will differ from case to case.

In cases where a waterlot lease does not abut the mean ordinary low water mark or cover part of the foreshore but still extends in front of privately owned waterfront property, the situation is more problematic.

To make sure there is no infringement on an upland owner's right of access, the Ministry takes a conservative approach. Foreshore leases in front of private waterfront are not normally approved. This policy has been based on the finding in *Redwood Park Motel Limited v. British Columbia Forest Products Limited* (1953), 8 W.W.R. (NS) 241 B.C.S.C.). The decision in this case held that the Crown has no power to authorize a lessee to obstruct navigation or to unduly interfere with a riparian proprietor's right of access.

In Figure 2, an offshore lease extends in front of a privately owned waterfront property. Any improvement on that lease (such as a log boom) would interfere with the upland owner's ability to travel directly to the point

marked "X" on the diagram. However, it would not prevent the upland owner from having access to deep water from every point along the foreshore (indicated by the shaded area on the diagram).

While this type of improvement might not constitute an interference with the waterfront property owner's right of access, it could be actionable as an interference with their public right of navigation. The decision in *Redwood Park* (p. 242) affirmed that the Crown has no power to authorize an interference with navigation:

The right of navigation in tidal waters is a right of way thereover for all the public for all purposes of navigation, trade and intercourse. It is a right given by the common law, and is paramount to any right that the Crown or a subject may have in tidal waters, except where such rights are created or allowed by an Act of Parliament. Consequently every grant by the Crown in relation to tidal waters must be construed as being subject to the public rights of navigation. It is not right of property; it is merely the right to pass and to repass and to remain for a reasonable time.

When the Ministry locates waterlot tenures, it must ensure that any improvements will not constitute an interference with the public right of navigation. According to common law, the waterfront property owner's right of navigation is equivalent to that enjoyed by any other member of the public. The Ministry cooperates with the provisions of the federal Navigable Waters Protection Act in locating foreshore and waterlot leases and licenses.

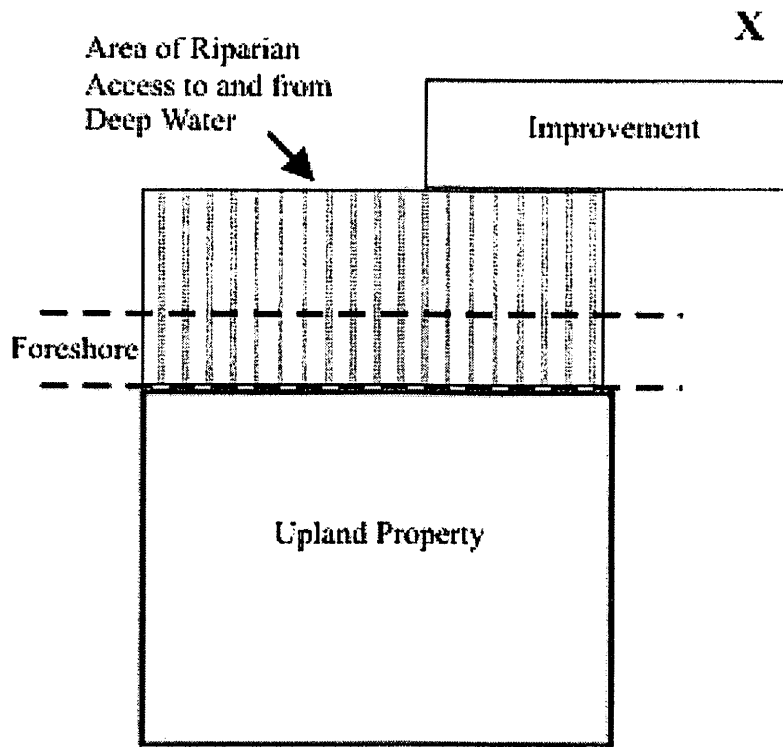


Figure 2: Tenure with Improvements Located Nearshore in Front of a Riparian Owner

Provided that an improvement, such as the one shown in Figure 2, is far enough away from the mean ordinary low water mark to allow the adjacent waterfront property owner access to deep water from every point along the foreshore in front of the property, and provided that the improvement does not hinder the public right of navigation, the improvement should not infringe on the waterfront property owner's rights.

The Baldwin decision was appealed to the Ontario Supreme Court Appellate Division in 1915. In dismissing the appeal, Justice J. Hodgins noted that:

... interference with the right of navigation which only renders access more difficult, but not impossible, is an interference with a public and not a private right and special

damage must be proved by the riparian owner who complains of such interference. While no case law precedent establishes how far offshore such an improvement would have to be located to ensure that it does not interfere with the property owner's rights of access or navigation, the Ministry has developed a guideline based on the decision of justice MacFarlane in *Nicholson v. Moran* (1950), 1 W.W.R. 118 (B.C.S.C.). This guideline is described in Section 5.

In questions of navigation, the federal Minister of Justice and provincial Attorney General are the only authorities able to take action where the breach of navigation affects the public but does not affect particular individuals. Individuals can only take action in situations where they can show special damage affects them. This damage usually involves interference with a commercial operation.

Summary

The riparian right of access and the right to navigation enjoyed by riparian owners, in common with the public, have the greatest impact on the Ministry's administration of land.

The riparian right of access requires that the waterfront property owner be able to get to and from deep water in a navigable craft of reasonable size from every point along the waterfront property and from every point along the foreshore directly in front of it.

Any obstruction that makes it impossible to reach every point along the adjacent foreshore from deep water is likely to be actionable. The obstruction is an infringement of the waterfront property owner's riparian right of access.

An obstruction located in front of privately owned waterfront property, which does not infringe upon the riparian right of access, may nonetheless constitute an impediment to the owner's public right of navigation. However, the owner must be able to show special damage or the owner will only receive the same consideration as the general public.

5. Administrative Guidelines

The following guidelines are designed to help the Ministry recognize and protect the rights of riparian property owners, as well as the interests of the general public in administering aquatic Crown land. These guidelines are general in nature. More specific procedural policies covering these matters are set out in the Ministry's Land Administration Manual.

Accretion and Change of the Natural Boundary in Favour of the Waterfront Owner

Where a riparian owner believes that there has been a change in the natural boundary of the property over a period of time, resulting either from accretion or from a receding of the level of the adjacent water body, the owner can apply to the Ministry to determine whether this new land can be included in the title. The Surveyor General, under delegated authority from the Minister, makes this decision according to the provisions of ss. 94 and 118 of the *Land Title Act*.

The factors used to decide whether the land has been accreted include:

Has the land formed gradually and imperceptibly?

Has the land grown outward from the bank, or has it emerged from the bed of the water body?

Is most of the land in question now dry?

Does the land now lie above the natural boundary?

What is the character of the soil and vegetation now found on the land? (This determination provides an indication of accretion only; it is not necessarily definitive).

Ministry regional offices can supply a list of the specific information required in applications submitted to change the extent of title to recognize an accretion.

If the accretion of land is found to be valid, there is no charge for the land and the owner's title will be amended accordingly. However, the owner will be required to pay survey costs and any administrative charges.

Erosion and Acquisition of Land by the Crown in the Public Interest

On occasion, the Ministry will find it necessary to take formal notice of the fact that a waterfront property owner's natural boundary has moved inland as a result of gradual and imperceptible erosion.

To protect the interests of the public (particularly in attempting to maintain the privilege of public foreshore access and use) and also to provide for other uses of aquatic Crown land, the Ministry may lay claim to eroded land.

According to common law, land that has been gradually encroached upon by water ceases to belong to the riparian owner and becomes the property of the owner of the bed of the water body (*Southern Theosophy v. South Australia* (1982), 1 All E.R. 283 and *Bruce v. Johnson* (1953), O.W.N. 724 (Ont. Co. Ct.)). The requirement for **gradual** encroachment is specified in *A.G.B.C. v. Nielson* (1956), 5 D.L.R. (2d) 449 (S.C.C.)

Section 108(2) of the *Land Title Act*, provides that in cases where the erosion has occurred before a subdivision plan covering the property in question was filed in the Land Title Office, the waterfront property owner's title to that eroded material is automatically extinguished. In the Ministry's view, this is also the case in "avulsion" (where the process has occurred suddenly) provided that the area is covered by water at the time of subdivision.

Where no subdivision plan has been filed, the Ministry believes that the common law doctrine of accretion and erosion still applies. Accordingly, in the Ministry's view, such eroded land belongs to the Crown even before the title of the waterfront property is amended to show the new water boundary.

Staff of the Ministry's regional offices may monitor areas of shoreline that are particularly subject to forces of erosion. Where erosion has clearly occurred over time and where any action by a waterfront property owner to reclaim the eroded area to the former property boundary by improvements or fill would have a negative impact on public use of the foreshore or on other uses of the aquatic Crown land, the Ministry may assert its claim to that land. It would then seek the necessary adjustments to the title of the property.

Retaining the Riparian Rights of a Waterfront Property for the Crown

The Ministry is aware that retaining the riparian rights of waterfront property in the name of the Crown under s. 214 of the *Land Title Act* is sometimes in the public interest. In such cases the Ministry may seek the permission of an existing waterfront property owner to allow

statutory right-of-way on behalf of the Crown. In cases where the upland is still Crown land, the Ministry may choose to establish such a right-of-way before allocating the parcel.

The Ministry may use this mechanism to gain or retain riparian rights in the name of the Crown where it is clear that planned foreshore uses may be affected (over the long term) by changes in the ownership of the adjacent upland and corresponding changes in consent with respect to riparian access.

The Ministry uses this mechanism selectively; it is not designed to diminish the legitimate riparian rights of the majority of waterfront property owners in the province.

Protecting the Right of Access in the Case of Foreshore Tenures Involving Improvements

Unless the Crown has secured the riparian rights of the adjacent waterfront property, the Ministry will not allow foreshore tenures (on which improvements may be added) in front of privately owned upland without the written consent of the owner. Such consent does not abrogate the riparian rights that run with the land and is not binding on subsequent owners of the property. Where the upland is held in some form of tenure but not in fee simple, the Ministry attempts to ensure that the term of tenure issued on adjacent aquatic Crown land is concurrent with the term of the upland tenure.

If the Ministry has established a statutory right of way in the name of the Crown, thus securing the riparian rights, no consent is required from subsequent upland owners.

Protecting the Right of Access in the Case of Nearshore and Offshore Tenures Involving Improvements

No firm guidelines exist for determining how far out into the water an improvement must be located so that it does not interfere with either the waterfront property owner's right of access or the public right of navigation.

In order to "err on the side of caution," the Ministry follows the remarks of Justice MacFarlane in *Nicholson v. Moran* (1950), 1 W.W.R. 118 (B.C.S.C.) as a policy guideline. In discussing interference and reasonable access, Justice MacFarlane used a boat 30 to 40 feet long with a draught of from 3.5 to 5 feet as a standard to determine reasonable access. Such a boat is "a boat of reasonable size to use in safety in the adjacent waters, being the waters of the Gulf Islands, on practically all occasions."

The Ministry recognizes that interference with access and navigation has to be assessed differently in every situation because of variables such as the shape of the coastline, depth of water, tides, and so forth. However, Ministry staff will generally attempt to locate

nearshore and offshore tenures so that at lowest tide a 40-foot boat could still have comfortable access to every point along the foreshore adjacent to the waterfront property, and to and from deep water with enough room to maneuver and turn around.

Providing that these guidelines are followed and that the tenure does not create an interference with the public right of navigation or specially damage the waterfront property owner, consent of the owner should not be required.

The Right of Access and Tenure Not Involving Improvements

Temporary permits and licences of occupation issued for the foreshore or restricted to nearshore or offshore Crown land should not require the consent of the property owner, if they do not involve improvements that would impede access.

If such tenures do involve improvements, however, even temporary ones, the guidelines given above would apply.

Schedule 701 – Passive Recreation (W1)

Passive Recreation

W1

701.1 Purpose: This zone applies to the seabed, water column and surface of marine water in the District of Sooke.

701.2 Permitted Uses:

Principal Uses:

- a) Boat ramp
- b) Breakwater
- c) Environmental protection activities
- d) Fishing
- e) Government wharf
- f) Habitat enhancement activities
- g) Passive recreation
- h) Pier

701.3 Prohibited Uses: Residential use of structures, floats, or piles

58	54	
40	43	
49	<u>282</u>	PARKING PLACE
39		

Schedule 803 – Silverspray CD Zone (CD3)

Silverspray CD Zone

CD3

803.1 Purpose: This zone provides for:

- a) A destination resort complex with hotel or lodge buildings, 15 tourist accommodation chalets, a restaurant and accessory facilities
- b) A total of 127 single family residential dwellings
- c) A nine-hole golf course with accessory facilities
- d) A 115 berth marina with accessory facilities
- e) Private utilities
- f) Employee housing

803.2 Permitted Uses:

Area A (Destination resort complex):

- a) Boat moorage, rentals and docks accessory to the hotel or lodge use
- b) Gift shop
- c) Health spa
- d) Hotel or lodge
- e) Licensed liquor establishment
- f) Meeting room
- g) Private utility
- h) Restaurant
- i) Single family residential dwelling
- j) Tourist accommodation chalets

930-1100

Area B:

- a) Home-based business
- b) Linear trail or pathway system and park
- c) Nine-hole golf course with 40 parking spaces
- d) One project management suite
- e) Private utility
- f) Single family residential dwelling
- g) Storage yard, screened

Schedule 803 – Silverspray CD Zone (CD3)

Area C:

- a) Club house use accessory to the golf course (as permitted in Area B), including a pro shop, coffee shop, licensed establishment, golf cart and pull cart storage, washrooms, locker room, child care facilities, storage of golf course maintenance products and equipment and accessory uses
- b) Linear trail or pathway system and park
- c) Marina
- d) Parking lots accessory to the golf course (as permitted in Area B) and accessory to the marina use permitted in this area
- e) Private utility
- f) Uses accessory to the marina use including office, tackle shop, coffee bar, shower, change room and washroom facilities, and caretaker suite

803.3 Minimum lot size for subdivision purposes:

- a) Area A – 1,000 m²
- b) Area B – 1,000 m²
- c) Area C – 1 ha

803.4 Minimum Lot Dimensions (Area B):

- a) Frontage – 6 m
- b) Lot width – 20 m

803.5 Maximum Height:

- a) Principal Buildings:
 - i) Single family residential dwellings – 13 m
 - ii) Single family residential dwellings constructed to the west of East Sooke Road and to the south of the driveway to the marina situated facing Sooke Village – 10 m
 - iii) Commercial buildings in Area A – 20 m
 - iv) Commercial buildings in Area C – 13 m
 - v) Tourist accommodation chalets – 13 m
- b) Accessory Buildings – 7 m

803.6 Maximum Density and Dimensions:

- a) No more than 15 tourist accommodation chalets each having a maximum floor area of 250 m², and a maximum of two kitchens
- b) Single family residential dwelling units:
 - i) Within Area A, the maximum number is 2
 - ii) Within Area B, the maximum number is 125
- c) Marina (Area C) may include up to 115 berths for 115 boats

Schedule 803 – Silverspray CD Zone (CD3)

- d) The maximum number of lots that can be created by subdivision in Area A is 20 lots, including bare land strata lots, but not including any other strata lots within the hotel or lodge or tourist accommodation chalet that may be created pursuant to the *Strata Property Act*
- e) The maximum size of buildings permitted must not exceed:
 - i) A floor area ratio of 0.5 for residential buildings; or
 - ii) A floor area ratio of 0.8 for commercial buildings in Area A; and
 - iii) A maximum floor area of 500 m² in Area C

803.7 Minimum Setbacks:

- a) Lot line along the natural boundary of the sea or a watercourse – 15 m
- b) Agricultural Land Reserve Lot Line – 16 m
- c) East Sooke Regional Park Lot Line – 10 m
- d) From a principal building – 3 m
- e) From an accessory building – 1 m

803.8 Special Use Regulations:

- a) Tourist accommodation chalets must not be occupied by a person for more than six months in any calendar year;
- b) No accessory buildings or structures are permitted within that part of Area B to the west of East Sooke Road and to the south of the driveway to the marina as shown shaded on the map attached as Figure 1 to this CD zone.

803.9 Special Restrictions (Area B):

- a) No building or septic tank facility shall be located or constructed in Area B within the watershed of watercourses flowing into East Sooke Regional Park unless drainage is directed away from East Sooke Regional Park;
- b) Buildings along the beach on the south side of Area C must not exceed 18 m in width

803.10 Special Restrictions (Area C):

- a) All accessory uses to the marina use in Area C shall be located within one building or structure;
- b) Area C must not be used for outdoor work on boats or equipment other than minor incidental repairs.

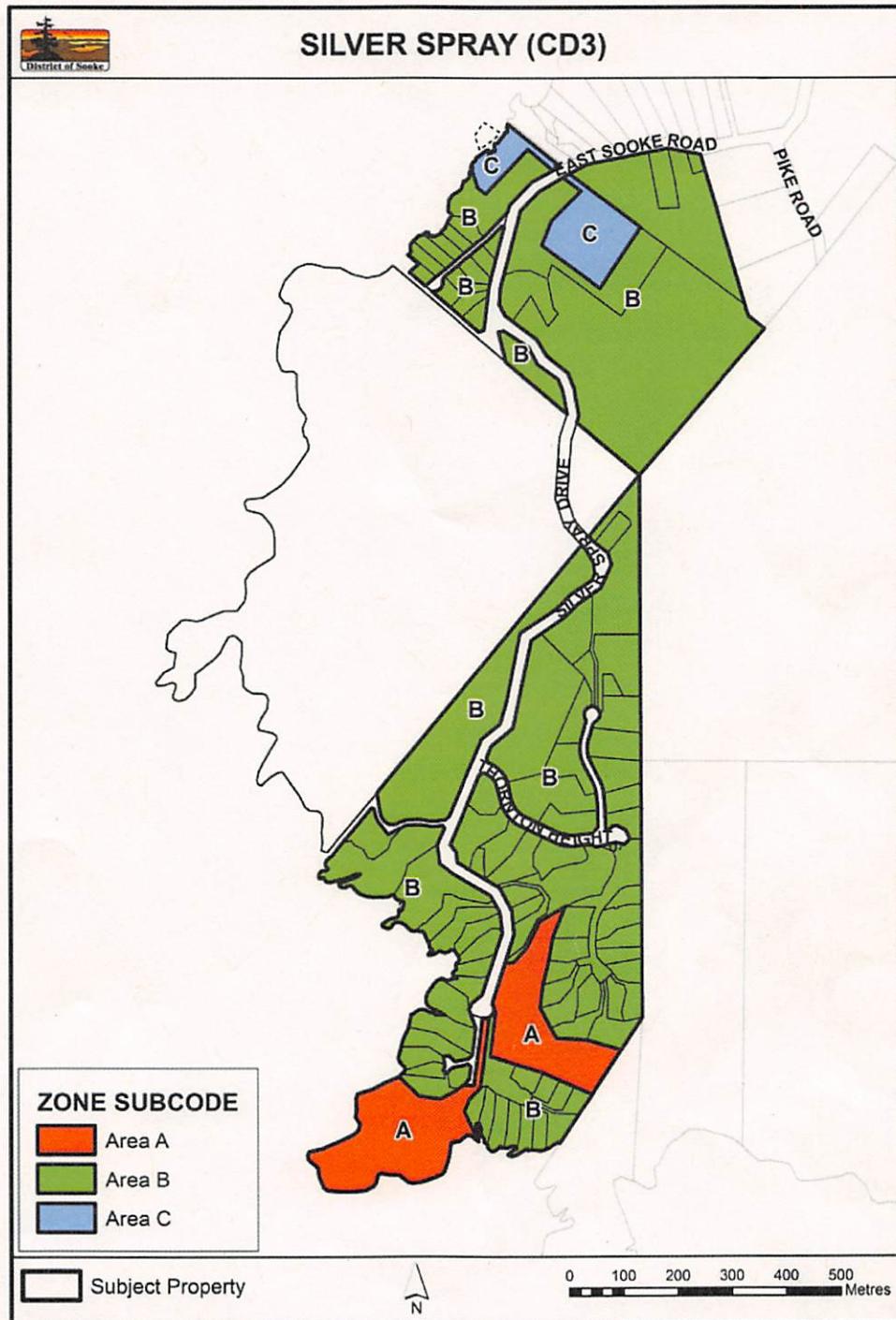
803.11 *Schedule 803 – Silverspray CD Zone (CD3)*

Conditions of Use:

- a) The owner of land being subdivided must provide for each lot within the subdivision a water distribution system constructed in accordance with the standards established by the Board of the Capital Regional District, and connected to a community water system operated by the Capital Regional District.
- b) Landscaping and screening:
 - i) The golf course use must be screened from adjacent residential uses outside the CD3 zone by a continuous planting of vegetation having a minimum width of 6 m;
 - ii) The landscape buffer required (above) must include retention and maintenance of native trees and natural under-storey vegetation
 - iii) Outdoor storage, refuse disposal containers and above ground structures for services and utilities must be screened by a continuous planting of vegetation having a minimum width of 1.5 m
 - iv) All required landscape screens must be maintained by adequate irrigation and replacement of dead or seriously distressed plants or trees.
- c) Fencing:
 - i) Fence means free-standing structures used to screen around all or part of a lot or site and includes retaining walls, but does not include hedges and similar landscaping
 - ii) Maximum fence height in the CD3 zone shall be 3 m from average grade, subject to conformance with a registered building scheme.

803.12 **Subject Property Map:** The official map for this CD zone is kept by the Corporate Officer, and forms part of this bylaw. The enclosed map is provided for information purposes only.

Schedule 803 – Silverspray CD Zone (CD3)





LICENCE OF OCCUPATION

Licence No.:

File No.: 1412085

Disposition No.: 899741

THIS AGREEMENT is dated for reference May 1, 2013 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

SOUTHERN ISLAND LAND AND SEA LTD.
700-401 West Georgia St
Vancouver, BC V6B 5A1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means May 1, 2013;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for breakwater and access channel purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us
- (a) for the first year of the Term, Fees of \$924.15, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and

- (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in

breach of this subsection so long as you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; you acknowledge that if you cease to own the upland property you will remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (l) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 90 Days;
- (n) agree to develop the Land in a diligent and workman like manner in accordance with the Management Plan held on file at this office;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil,

groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

- (q) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (r) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to

that part of the surface of the Land on which that Improvement is located,
and all of your right, interest and estate in the Land will be absolutely forfeited to us,
and to the extent necessary, this covenant will survive the termination of this
Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly

allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$10,000.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us

as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot 3, Section 83, Sooke District, Plan VIP77658;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act*

without our prior written consent;

- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless

we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

SOUTHERN ISLAND LAND AND SEA LTD.
700-401 West Georgia St
Vancouver, BC V6B 5A1;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or

similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

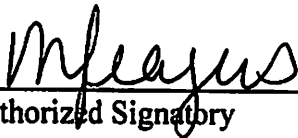
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

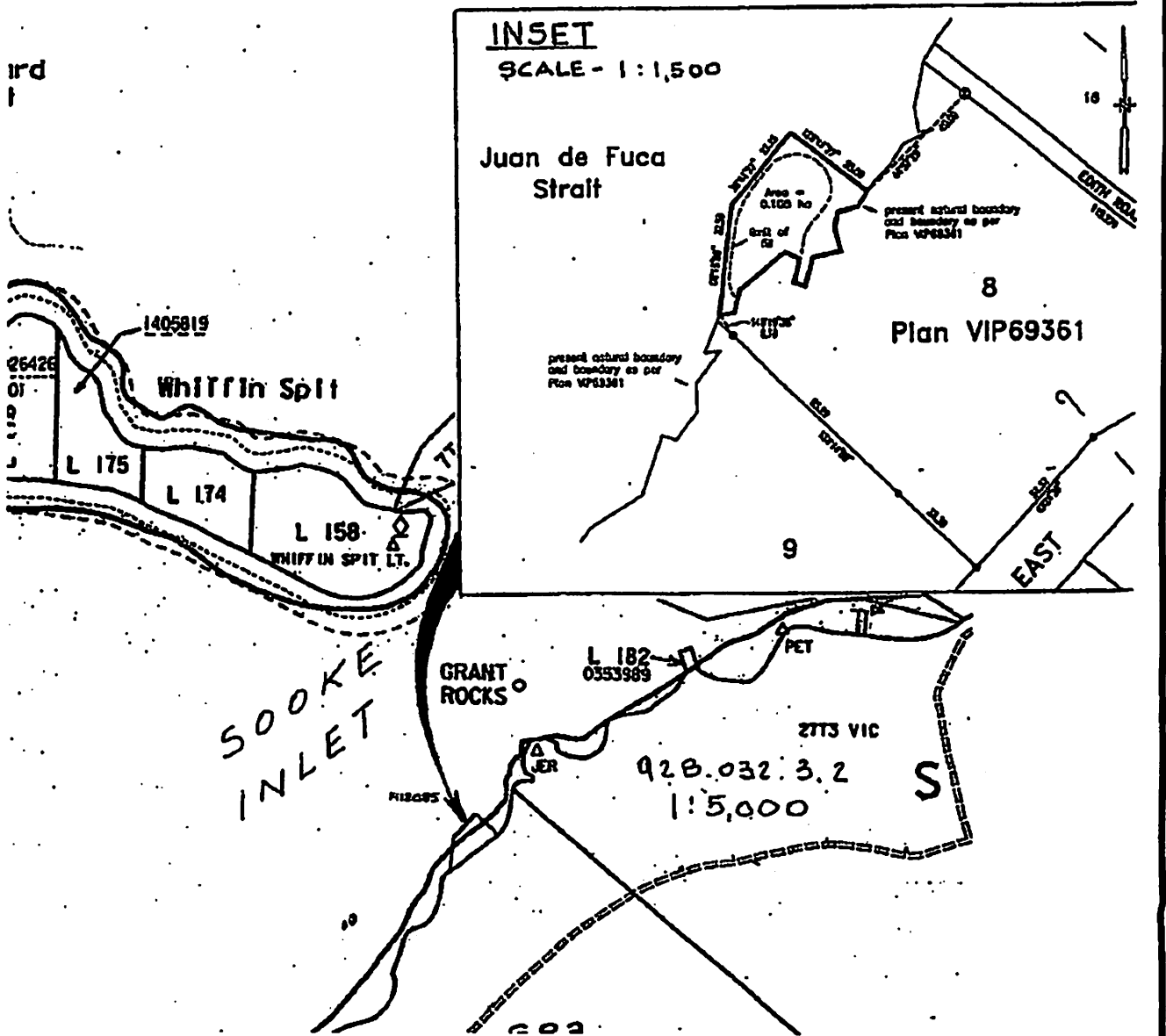
SIGNED on behalf of **SOUTHERN ISLAND LAND AND SEA LTD.**
by a duly authorized signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: Unsurveyed Crown foreshore or land covered by water being part of the bed of Sooke Inlet, Sooke District, shown outlined on sketch below, containing 0.1080 hectares, more or less



Licence. No.: v899741

File No.: 1412085

Disposition No.: 899741

THIS AGREEMENT is dated for reference **October 22, 2015.**

BETWEEN:

SOUTHERN ISLAND LAND AND SEA LTD.
2298 Four Bentall Centre, 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1K8

OF THE FIRST PART

(herein the "Assignor")

AND:

1013520 B.C. LTD.
1639 Cole Road
Sooke, British Columbia
V9Z 1A9

OF THE SECOND PART

(herein the "Assignee")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings,
Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a licence of occupation dated May 1, 2013 (herein called the "Document") over those lands more particularly known and described as:

Unsurveyed Crown foreshore or land covered by water being part of the bed of Sooke Inlet, Sooke District, shown outlined on sketch below, containing .118 hectares, more or less

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the *Business Corporations Act*;
 - (b) has the power, capacity and authority to enter into this agreement and to carry out its

obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and

- (c) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.

4.2 The Assignee acknowledges to the Province and to the Assignor that:

- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
- (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.

- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

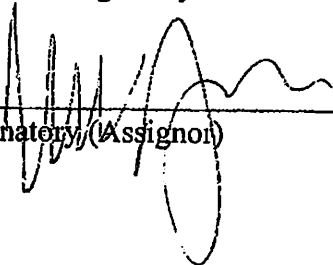


Signing on behalf of
Andrew Ashford, DM

2015.12.02 16:49:39
-08'00'


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **SOUTHERN ISLAND LAND AND SEA LTD.**
by a duly authorized signatory



Authorized Signatory (Assignor)

SIGNED on behalf of **1013520 B.C. LTD.**
by a duly authorized signatory



Authorized Signatory (Assignee)



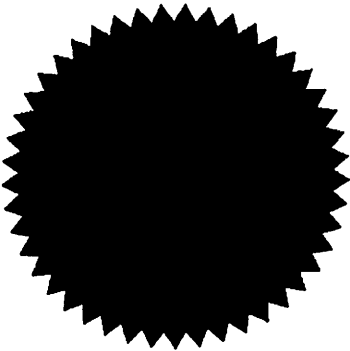


Number: BC0526957

**CERTIFICATE
OF
CHANGE OF NAME**

BUSINESS CORPORATIONS ACT

I Hereby Certify that SILVER SPRAY INVESTMENTS INC. changed its name to SOUTHERN ISLAND LAND AND SEA LTD. on November 14, 2012 at 11:15 AM Pacific Time.



Issued under my hand at Victoria, British Columbia

On November 14, 2012

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

Subject:

FW: Bylaw No. 644, Zoning Amendment Bylaw (600-30)

From: D. Glen Greenshields [**Sent:** Tuesday, June 21, 2016 2:44 PM**To:** Gabryel Joseph**Subject:** Bylaw No. 644, Zoning Amendment Bylaw (600-30)

Thank you for the opportunity to comment on the proposed Marina rezoning.

As land owners with interests in property affected by the proposed bylaw, we submit on record our support, with no concerns or objections, of Bylaw No. 644, *Zoning Amendment Bylaw (600-30)* to rezone the portion of the water from "Passive Recreation (W1)" to "Marina (W3)".

Signed,

D. Glen & Donna Greenshields

Subject Property:

Sooke, BC V9Z 1L8

Mailing Address:

Subject: FW: SookePoint DOCK Water Zoning & DS Info with Letters of Support.pdf
Attachments: image001.jpg; ATT00001.htm; DOCK Water Zoning & DS Info with Letters of Support.pdf; ATT00002.htm

From: Michael [mailto:]
Sent: Friday, June 24, 2016 10:47 AM
To: Info; Info
Cc: Katherine Lesyshen; Rob Howat
Subject: SookePoint DOCK Water Zoning & DS Info with Letters of Support.pdf

Hello Sooke Mayor, Council & Staff,

In advance of the public hearing on proposed Bylaw 644, I am attaching some relevant information which is largely self-explanatory.

As you will see, everyone involved with the rezoning of Silver Spray in 2002 knew that '*boat moorage, rentals and docks accessory to the hotel or lodge use*' is a permitted use.

In addition, everyone who has purchased property since that time did so only after receiving a Disclosure Statement that fully articulated this permitted use.

Furthermore, each purchaser at Silver Spray has a Section 219 Covenant registered against title to their property which prevents other docks all along the Silver Spray foreshore with the clearly stated exception of the marina opposite Whiffen Spit and '*a dock constructed in connection with a lodge*'.

All of this was in place prior to Silver Spray and Sooke unanimously petitioning the Provincial Government to annex us together.

Several years after annexation Sooke applied W1 zoning to the Silver Spray waterfront without notice to the then Ontario-based owner of the Silver Spray Destination Resort Lands. This disabled the ability to proceed with a commercial dock that was previously permitted before the waterfront was zoned to conflict with upland zoning. This in turn led to loss of a prospective group for the hotel and a substantial devaluation of the Destination Resort property assessment.

At this time we respectfully request your support to rezone part of the Destination Resort waterfront to W3 so that it is again compatible with the upland zoning. We are simply asking you to assist us in restoring the ability that we previously had both before and after joining Sooke, until that was changed with the W1 zoning.

Attached is a short package that includes a drawing with notes, plus annotated excerpts from a Silver Spray Disclosure Statement that references upland zoning and the aforementioned Section 219 Covenant which permits a dock.

There are also a few letters to the Ministry of Forests, Lands & Natural Resource Operations in support of the lease area for a dock from me and over 85% of the neighbouring waterfront owners.

Sincerely yours,

Michael Thornton

SookePoint: 1.778.352.2001
Show Cottage: 250.642.0350

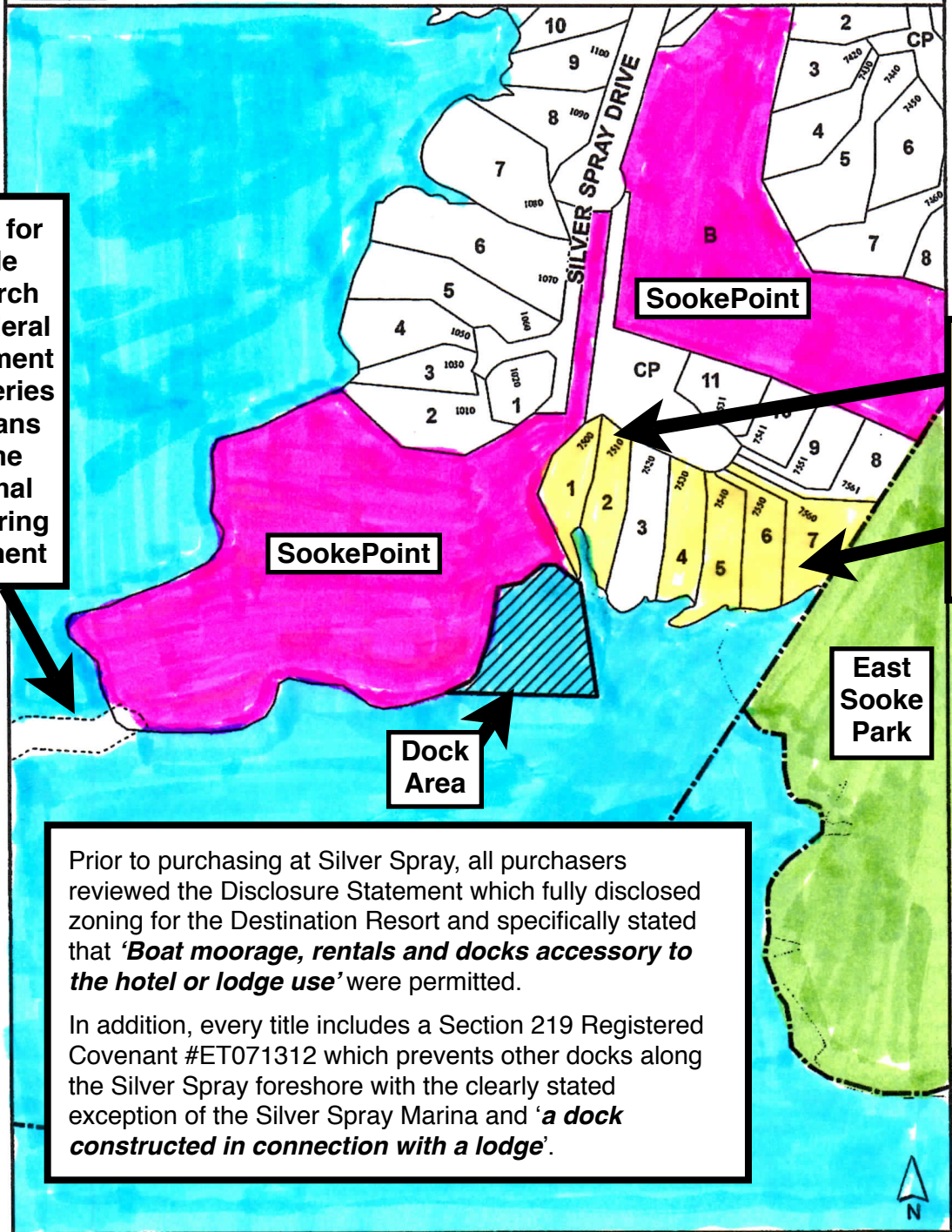


SUBJECT PROPERTY MAP

File: PLN01260

Centre for Whale Research and federal Department of Fisheries & Oceans marine mammal monitoring equipment

Letters of Support



Prior to purchasing at Silver Spray, all purchasers reviewed the Disclosure Statement which fully disclosed zoning for the Destination Resort and specifically stated that ***'Boat moorage, rentals and docks accessory to the hotel or lodge use'*** were permitted.

In addition, every title includes a Section 219 Registered Covenant #ET071312 which prevents other docks along the Silver Spray foreshore with the clearly stated exception of the Silver Spray Marina and ***'a dock constructed in connection with a lodge'***.

Subject Property

0 20 40 60 80 100 Metres

All Purchasers at Ocean Park Place Strata VIS 6274 received the Disclosure Statement. These excerpts prove all Purchasers were advised where a dock is and is not permitted.

**DISCLOSURE STATEMENT OF
FIRST MARITIME REAL ESTATE DEVELOPMENT INC.**

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

JULY 4, 2007

Developer: **FIRST MARITIME REAL ESTATE DEVELOPMENT INC.**

Address For Service: **First Maritime Real Estate Development Inc.**
#307 - 100 West Pender Street
Vancouver, British Columbia V6B 1R8

copies by fax to both: (604) 921-5937 and (416) 972-1934

Business Address: **First Maritime Real Estate Development Inc.**
#307 - 100 West Pender Street
Vancouver, British Columbia V6B 1R8

Development: **An eleven (11) bare land strata lot subdivision at the southern end of Silver Spray Drive, in Sooke, British Columbia (the "Development").**

Developer's Broker: **None. The Developer will use its own employees to market the Development. The Developer's employees are not licensed under the *Real Estate Services Act* of British Columbia, and will not act on behalf of any Purchaser. From time to time the Developer may list individual strata lots with a real estate agent.**

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.

DISCLOSURE STATEMENT ~ STRATA VIS6274 ~ EXHIBIT "O"

09 55

ET071313

26 JUN 2002 09 55

ET071312

LAND TITLE ACT

Form C (Section 233)

Province of British Columbia

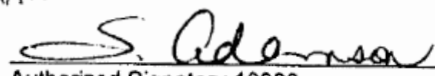
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 12 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Staples McDannold Stewart
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria, BC V8W 1B3 380-7744
File #111 1022 AMENITY SLI#1/CS/WG

RETURNS SERVICES


Authorized Signatory 10303

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
005-993-971

All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Grantor, Spike Levine Investments Inc. is the registered owner of certain lands legally described as:

P I D 005-993-971

All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

2.0 Intent of Agreement

2.1 The parties agree that the general intent of this Agreement is to:

- (a) protect, preserve, conserve, maintain, enhance the Land and the Amenities in their natural state;
- (b) minimize the impact of building and site development on Amenities within the Land;

3.8 (1) Subject to subparagraph (2), the Grantor covenants and agrees that it shall not construct or install any dock, any part of which is located on the Land or on the foreshore adjacent to the Land for the benefit of any Parcel.

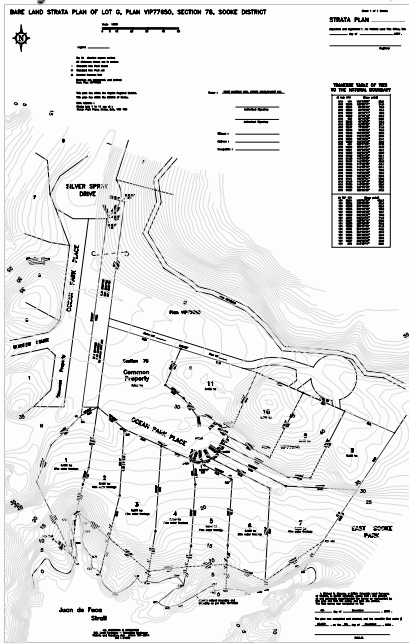
(2) Subparagraph (1) shall not apply to the Marina and does not apply:

- (a) if the Grantor does not receive approval for the construction or use of the Marina from all authorities having jurisdiction for such construction or use; or
- (b) to a dock constructed in connection with a lodge.

ALL prospective Purchasers were informed that docks were planned and permitted ONLY in Areas A & C in the Silver Spray Comprehensive Development Zone CD-3. They also knew this Section 219 Covenant prohibited docks anywhere else.

The civic addresses for the Strata Lots have been assigned by the District of Sooke, and are as follows:

Strata Lot Number	Civic Address
1	7500 Ocean Park Place
2	7510 Ocean Park Place
3	7520 Ocean Park Place
4	7530 Ocean Park Place
5	7540 Ocean Park Place
6	7550 Ocean Park Place
7	7560 Ocean Park Place
8	7561 Ocean Park Place
9	7551 Ocean Park Place
10	7541 Ocean Park Place
11	7531 Ocean Park Place



Each purchaser of a Strata Lot will acquire title to that Strata Lot together with a proportionate interest in the common property of the strata corporation (the “Strata Corporation”), including common facilities and other assets of the Strata Corporation.

The layout of the Development and the areas, dimensions and location of the Strata Lots and the common property are as set out in Strata Plan VIS6274 (the “Strata Plan”), attached as Exhibit “A” to this Disclosure Statement.

2.1.2 General Description of the Overall Project. The Development forms a portion of a larger community project (the “Project”) consisting of multiple developments constructed or to be constructed on adjacent lands in the District of Sooke, British Columbia (formerly East Sooke), situated to the west of East Sooke Regional Park and accessible from East Sooke Road to Silver Spray Drive and Ocean Park Place. Certain areas of the Project are zoned for residential use and other areas of the Project are zoned for a commercial resort, golf course and marina, all of which may be accessed over roads to be integrated with the residential components of the Project. The zoning for the Project lands is “CD-3 Silverspray Zone”, all as set out in more detail in the Zoning Bylaw (as defined and more particularly described in Section 2.2 below). Applicable excerpts from the Zoning Bylaw are attached hereto as Exhibit “B” and a zoning map of the area showing the Comprehensive Development Zone is attached hereto as Exhibit “H” for your ease of reference, which read together sets out all the current permitted uses for the Project lands, which remain subject to change. Although it is the current intention of the adjacent landowners to construct a commercial resort, golf course and marina to form part of the Project, the adjacent landowners are under no obligation to construct a commercial resort, golf course or marina, and reserve the right not to proceed with the development of some or all of same. At this time there are no arrangements for amalgamation or the sharing of costs or facilities as between this Development and any other development in the Project.



SILVER SPRAY (CD3)



Permitted Uses:

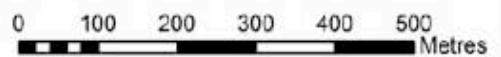
Area A (Destination resort complex):

- a) Boat moorage, rentals and docks accessory to the hotel or lodge use

ZONE SUBCODE

-  Area A
-  Area B
-  Area C

 Subject Property



Re: APPLICATION MP 1414309

February 23, 2016

Colleen Broekhuizen RPF
Land Officer, West Coast Region Authorizations
Ministry of Forests, Lands & Natural Resource Operations
Suite 142-2080 Labieux Rd, Nanaimo, BC V9T 6J9

Dear Colleen,

We are applying for a lease to install a dock at SookePoint that will provide safe access to and from the sea for SookePoint Ocean Cottage Resort residents and the travelling public. Given our location, a dock here may also prove critically important for rapid response in the event of a marine or marine mammal emergency.

For the last 14 years (since 2002) our upland property zoning has specifically permitted *'boat moorage, rentals and docks accessory to the destination resort'*.

We wish to ensure that resort visitors may arrive and depart safely by sea, and have convenient access to kayaks, paddleboards, sailboats, scuba diving and sea charters without needing to create extra traffic to and from far-away locations.

The Centre for Whale Research will moor a research boat, and they and the Marine Mammal Branch of the Department of Fisheries & Oceans may also use our dock to access, service and maintain hydrophones and other monitoring equipment stationed in our other adjacent underwater Crown Lease area, or to respond to situations involving whales or other marine mammals.

Please note that without a dock at SookePoint, the nearest facility open for commercial use is almost a half-hour drive to Sunny Shores Marina in Sooke or Becher Bay Marina in East Sooke. It's another half hour boating back to SookePoint.

Without a dock at SookePoint, every time any of thousands of annual guests wish to have safe marine access for boating, diving, sport fishing or whale watching along our 2,850 feet of waterfront, it may waste up to two hours of time and energy burning fossil fuels, and create needless traffic on the roads and in the harbours.

Sincerely Yours,



Michael Thornton
Landus Development Group Inc.

September 24th, 2014

Landus Development Group, Inc.
6267 Taylor Drive
West Vancouver, BC V7W 1W8
Attn: Michael Thornton

Dock Consent Letter

The owner(s) of _____, Strata Plan VIS6274 do hereby unconditionally consent to issuance by Ministry of Forests, Lands and Natural Resource Operations of a foreshore lease/licence to Landus Development Group Inc. over Unsurveyed Crown Land being a Part of the Bed of the Strait of Juan de Fuca, Sooke District for the purpose of a dock.

Sincerely,

Steve & Linda Overell



Signature

From: Ron Baker ronsue1@gmail.com
Subject: Consent Letter
Date: October 9, 2014 at 12:36 PM
To: Michael @ SookePoint michael@sookepoint.com



To:

Landus Development Group, Inc.

6267 Taylor Drive

West Vancouver, BC V7W 1W8

Attn: Michael Thornton

Dock Consent

As the owner of Lot , Strata Plan VIS6274, Ocean Park Place, Sooke, B.C., I do hereby unconditionally consent to issuance by Ministry of Forests, Lands and Natural Resource Operations of a foreshore lease/licence to Landus Development Group Inc. over Unsurveyed Crown Land being a Part of the Bed of the Strait of Juan de Fuca, Sooke District for the purpose of a dock.

Sincerely,

Ron Baker

September 19, 2014

Landus Development Group, Inc.
6267 Taylor Drive
West Vancouver, BC V7W 1W8

Attn: Michael Thornton

Upland Owners' Consent Letter

We, the registered owners of First Maritime Real Estate Development Inc., registered owners of Strata Lots VIS6274 do hereby unconditionally consent to issuance by Ministry of Forests, Lands and Natural Resource Operations of a foreshore lease/licence to Landus Development Group, Inc. over Unsurveyed Crown Land being a Part of the Bed of the Strait of Juan de Fuca, Sooke District for the purpose of a marine docks and floats for a term of 30 years.

Sincerely,
First Maritime Real Estate Development Inc.



MARY T. MCGOWAN, PRESIDENT

Subject: FW: Public Hearing - Bylaw 600-44, Zoning Amendment bylaw (600-30)
Attachments: SookePoint Dock.pdf

From: Jozef Jachniak [<mailto:jjachniak@enefen.com>]
Sent: Monday, June 27, 2016 1:25 PM
To: Maja Tait; Bev Berger; Rick Kasper; Ebony Logins; Brenda Parkinson; Kevin Pearson; Kerrie Reay; Gabryel Joseph
Cc: Allan Poole; Krzysztof Kotecki; cslott@mclott.com; Steve Overell
Subject: Re: Public Hearing - Bylaw 600-44, Zoning Amendment bylaw (600-30)

Dear Madam Mayor and Councillors (District of Sooke Council):

This email is being sent to you on behalf of Mr. Krzysztof Kotecki and Mrs. Bogdana Kotecka owners of Lot Strata VIS6274 (civic address [REDACTED] Ocean Park Place), in the Silver Spray / Sooke Point area. We are writing to you today with reference to the above Public Hearing regarding the Zoning Amendment Application being made by Landus Development Group Inc. ("Landus", c/o Mr. M.Thornton).

We are in full agreement with Mr. and Mrs. Overell's submission in opposition to the proposed rezoning. Attached is a pdf version of our PowerPoint presentation which we would like to show to the Council during the tonight's hearing. It will take about 12 minutes to present. Slide 19 of the presentation has a short 1 minute video demonstration how the proposed location for the dock looks like during a storm. Unfortunately it is too large to send it via email but we would like to show it to the Council tonight. Krzysztof and I as well as Krzysztof's attorney Mr. Chris Lott will be present during the hearing and will ask for the opportunity to present our view on this rezoning application.

Yours truly,

ENEFEN Energy Efficiency Engineering Ltd.
*The first and only Standards Council of Canada accredited Type C Inspection Body
for Field Approvals of gas-fired appliances and equipment per CAN-P-1608 Appendix C*
Jozef Jachniak, P. Eng.
[REDACTED]
Your Complete Solution to Safety, Efficiency and Compliance of Combustion Systems

**REFER TO SEPARATE PACKAGE
PROVIDED BY AUTHOR**

Subject: FW: Public Hearing - Bylaw 600-44, Zoning Amendment bylaw (600-30)
Attachments: Thornton_Dock_Privilege_Overell_Lot_1.pdf

From: Steve Overell [mailto:]
Sent: Monday, June 27, 2016 12:54 PM
To: Maja Tait; Bev Berger; Rick Kasper; Ebony Logins; Brenda Parkinson; Kevin Pearson; Kerrie Reay
Cc: Allan Poole; Jozef Jachniak; Krzysztof Kotecki; cslott@mclott.com; Gabryel Joseph
Subject: Public Hearing - Bylaw 600-44, Zoning Amendment bylaw (600-30)

Dear Madam Mayor and Councillors (District of Sooke Council),

Good day to you all. We are Dr. Steve Overell and Mrs. Linda Overell, owners of Lot [REDACTED] Strata VIS6274 (civic address [REDACTED]), in the Silver Spray / Sooke Point area. We are writing to you today with reference to the above Public Hearing regarding the Zoning Amendment Application being made by Landus Development Group Inc. ("Landus", c/o Mr. M.Thornton).

Please allow a short introduction as background. We bought our lot in early 2008 and were quite taken with the natural beauty of the bay, sea and southern vista of mountains. We were made aware that there was a planned development on Sooke Point and that was, for us, an attractive aspect for the future of the area. In September 2014 we were approached by Landus for our support to build a dock in Moonlight Bay. The activity focus of this structure was to be recreational (as allowed by W1 zoning) and we were offered to have access for Lot [REDACTED] to this dock. We agreed and accepted the offer of future access (see attached file). At no point were we aware that this would become a commercial wharf nor that there would be an application to re-zone the waterfront in order to build the said 'dock'. In April, 2016 we did affirm our support for the dock when the application for land lease was made by Landus. This was a mistake on our part because we did not fully appreciate Landus' intentions at that time. We were not told of any seashore re-zoning that would be necessary to build this structure or to allow the building of a future marina in Moonlight Bay.

The current application for re-zoning and this public hearing only came to our attention **2 DAYS AGO (ONLY ON SATURDAY 25-JUN-16)** due to our diligent neighbour in Lot [REDACTED], Mr. [REDACTED] who discovered the notice nailed to a telegraph pole. We do not believe that this is fair and sufficient time to research all the issues and develop a reasonable case for opposition. Nonetheless, we have attempted to clarify our thoughts and have listed below many reasons WHY WE OPPOSE this re-zoning application of Landus.

- 1) The original marina location for this overall development is actually to the north, on the west side of the peninsula. It is unfinished and now 'stands' as a large hole in the sea with little perimeter fencing to make it safe. This constitutes a previous application that is, we believe, "not in good standing" with the B.C. Ministry of Forests, Lands and N.R.O. and thus the current application should be rejected;
- 2) Riparian access to the deep water will be obstructed for Lot [REDACTED] in Strata VIS6274 due to the proposed concrete pilings that would be necessary to support the proposed dock under the re-zoning to W3. Our understanding is that the proposed design of structure would likely not survive the regular winter storms and rough seas that pass through the area; Moonlight Bay is open to the ocean to the south and west. In addition there are floating logs of whole trees that constitute a danger to any boats and floating structures;

- 3) The location of this or any other dock was not known when we purchased the lot and we had no idea of the visual impact that the actual proposed dock structure would have. We now understand this better and are quite alarmed at the present detrimental visual effect the re-zoning would allow in the proposed dock and the subsequent eye-sore of a possible marina in Moonlight Bay;
- 4) The proposed emergency service access to/from the dock, would seem unsuitable given the steep and narrow nature of the terrain;
- 5) The anchor lines for the proposed dock once re-zoning is complete would occupy almost 50% of the area of the bay, stretching out as they do to the east of the proposed location. Also, any future marina to be built under W3 zoning would severely downgrade the visual beauty of the bay. The area to be re-zoned is directly south of our Lot █ location;
- 6) Our strata VIS6274 is governed by its own building scheme, wherein Clause 14.2 says: *There shall not be constructed, placed, erected or maintained on any lot any docks, floats, cranes, lifts or marine railways.* The proposed re-zoning and subsequent dock construction would contravene the spirit of this regulation, which is designed to protect the natural beauty of the bay for the benefit of *all* the strata owners on this piece of pristine shoreline;
- 7) Access to the proposed dock would be via a steep winding road/path which would pass very close to the Lots █ and anyone moving down it would have a view into the houses that would be built on these lots, assuming they were built close to the shoreline, as anticipated. In fact, Lot █ is developed and the house is located in the southern part of the lot closest to the water. This constitutes a privacy violation which is of concern to us all;
- 8) The current Sooke Point development plan presented on the developers website (<http://www.sookepoint.com/ocean-cottages/sookepoint-ocean-cottages-1.htm>) shows the location of the Sooke Point Lodge around Seaspray Cove. However, the boat moorage, rentals and docks accessory to the planned hotel or lodge is being proposed not in Seaspray Cove but in adjacent Moonlight Bay with no direct access from the hotel/lodge or Seaspray Cove. Also, the separate strata (VIS6274) overlooking Moonlight Bay forbids the construction of such moorage or docks;
- 9) The application by Landus Development file #1414309 (proposal for dock location) specifies the purpose as "Commercial Wharf ... ". This is contrary both to the W1 zoning of the area shoreline and permitted uses of such a dock or moorage as an accessory to the hotel or lodge;
- 10) Further to and notwithstanding point number 1) above (original location of marina for Sooke Point), the Sooke Point CD3 area includes Area C located in the northern part of the development, which is described as:
803.1 Purpose: This zone provides for a 115 berth marina with accessory facilities
803.6 Maximum density and dimensions: marina (Area C) may include up to 115 berths for 115 boats.
This marina is already under construction (although now seemingly abandoned) in a much safer and protected area, apparently correctly zoned and is situated not to conflict with other residential strata. There is no reason why this marina location could not serve the hotel and lodge clients as originally intended and why another dock must be built in Moonlight Bay which is supposed to be protected from such construction;
- 11) The current Sooke Point development plan dated 26-Nov-15, presented on the developer's website shows the planned construction of a lodge with 15 attached units, 77 3-level buildings, 6 level Surfside Ocean Suites with 18 suites per floor, 2 3-level buildings SW of the Canada Pavilions, Sports Academy, 2 restaurants, a "village" with 9 commercial establishments and approximately 280 parking lots. Based on the development plan, this peninsula part of the Sooke Point area will have approximately 400 suites and commercial use rooms with a potential for 800 persons living full-time or visiting this development and its facilities at any given

time. The plan for the second part of Area A located to the north of our strata (VIS6274) and of similar area to the peninsula has not been established, but could, however, by extension of the proposed lodge or hotel, accommodate another few hundred persons. This is a very high potential density of people which we feel is detrimental to the tranquility of the area. The reason why we bought this particular ocean-front lot was for the peace, beauty and tranquility of the bay;

12) The dock/moorage facility that would be allowed by the re-zoning to W3 and then constructed in Moonlight Bay in front of our ocean-front lot is currently being offered by Landus as one of the main attractions of Sooke Point (for example, fishing). Therefore, according to the development plan noted in 11) above, it would be potentially available and accessible to over 800 people. Again, we feel this is incompatible with the pristine beauty of the Bay;

13) The boat traffic and engine noise in front of the VIS6274 strata lots, including our Lot [REDACTED], would presumably start early (possibly 4-5 a.m.) when the first boats would leave for nearby fishing grounds. This noise would also affect other residents in the Sooke Point peninsula accommodations on the east side above the proposed re-zoned dock/moorage facility;

14) We fear for the environment as a result of engine exhaust and inevitable the engine fuel oil leakage which will reach the seashore frontage to our lot only 20-30 metres away;

15) The fishermen using the dock will be cleaning their catch right in front of our lot and any house we may build in the future causing additional pollution and undesirable odour which will attract scavenging seagulls, which are not currently regular visitors to Moonlight Bay.

And finally:

16) Both our strata in Moonlight Bay and the Sooke Point peninsula development are facing south, looking towards the Olympic Mountains, Secretary Island, and to the east towards the rugged shores of the Sooke Park. It is a pristine and unspoiled location frequented by sea lions, sea otters and pods of whales. It is not uncommon to see whales breaching and sea lions feeding on salmon close to, or even in the bay right in front of our lot. Bald eagles nest in front of our property and along the shoreline of Sooke Park to the east and blue herons rest on the trees on the shore and logs in the bay. Canada geese nest annually on the surrounding shores. One of the most popular trails of the park ends with a spectacular viewpoint of the Juan de Fuca Straits. This viewpoint is about [REDACTED] from our lot. The drop-off near Secretary Island is about [REDACTED] from our property and is one of the most productive salmon fishing grounds in the area. From Spring to Fall we can see hundreds of sport-fishing boats enjoying this area close to Moonlight Bay. With the current huge development going in at Sooke Point, anything we can do to mitigate the spoiling of this naturally pristine and beautiful place must be done. We are convinced that the marine and avian wildlife that we currently enjoy will be significantly threatened by the W1-to-W3 re-zoning under discussion today.

In conclusion therefore, we strongly urge you, the District of Sooke Council, to please reject the application for re-zoning of this unique ecosystem in Moonlight Bay and to leave this place in the current state of pristine beauty. Thank you for your sincere consideration.

Yours truly,
Steve & Linda Overell

Owners of [REDACTED], Sooke, V9Z 1L8.

E:
T:



SOOKEPOINT

~ Canada's South Pacific ~

October 9th, 2014

To: Steve & Linda Overell

Sooke B.C.

By email to

Dear Steve & Linda,

Thank you for your kind letter of unconditional support for our proposed SookePoint Resort dock.

In appreciation, please accept this as our written commitment to provide you and your family with ongoing access to the dock for pick-up and drop-off, so that you can better take advantage of our mutual wonderful proximity to the ocean.

Sincerely yours,

Michael Thornton, CEO

Landus Development Group Inc.

Direct:

Subject: FW: T. Peters Response to Notice of Public Hearing File no: PLN01260
Attachments: Disclosure Statement VIS6274 - Signed for Purchasers (1).pdf

-----Original Message-----

From: Terry Peters [mailto:]
Sent: Monday, June 27, 2016 3:09 PM
To: Gabryel Joseph
Cc: Terry Peters
Subject: T. Peters Response to Notice of Public Hearing File no: PLN01260

c/o Sooke Corporate Officer

Dear Council of the District of Sooke

I would like to make a submission to the Council in the matter of Zoning Amendment Bylaw (600-30) proposal by Landus Development Group Inc. File No:PLN01260 I am the owner of the lot [REDACTED] as shown [REDACTED] of the subject area in the schematic included in the Notice of Public Hearing.

I do not know but am concerned that those involved in developing the resort may be the same as those developing Silver Spray.

If so, there may be somewhat of a conflict situation in looking after Silver Spray owner's concerns.

I have been in discussion via email with the apparent contacts for this (Micheal ? and Jason Goldsmith) as they asked property owners for their input (Mar 30/16 email from J Goldsmith to be forwarded under separate email). I found the proposal vague and open to giving carte blanche in developing the waterfront area in the diagram. Michael ? continually reminded me of Exhibit B, Section 14.3.1 (a) in the Disclosure Statement (16th page of attached). I do not dispute my seeing it before. This Statement is equally vague, as opposed to requirements it sets out for the rest of Siler Spray including development of our lots (Sections 14.3.6 to 14.6.13).

Some specific points of concern that I ask the Council to consider are:

1. It appears to me that they are developing a commercial wharf and plan to allow others to utilize the dock for such purposes.
2. Vessels may be running bilge pumps and generators on a 24 hour basis as well as possible overnight crews may be a disturbance for the residents now and in the future.
3. Many residential areas do not allow the continuous running of machinery into the evenings and early morning hours. I suspect that a commercial wharf will not comply with this.
4. Ocean water may become polluted by the working vessels and pleasure boats.
5. As described in the Disclosure Statement, Silver Spray has blasted out the sheltered area for an already planned marina for Silver Spray lands. This has still to be completed.
6. I am not sure whether this rezoning application goes beyond what is in the prospectus and hence changes its intent.

Marketing of the Park Place properties talked about the pristine environment with abundant animal, ocean and plant life.

I am concerned about the impact on the environment, wildlife, noise pollution and extra traffic in a residential and recreational area.

I do not understand the need to make it a "Marina which will allow a variety of commercial uses".

I do not oppose a small dock for kayakers and paddleboards etc. I can agree to the statement from Michael (Apr 11/16 email from Micheal ? to be forwarded under separate email) that the dock will only be "A 50' float that has a ramp which rolls on 15' of it can only accommodate 2 or 3 small boats."

I am opposed to the marina as described in the Notice of Public Hearing and by Mr. Goldsmith.

I ask that the Council obtain clarification of specific details of the proposal and include restrictions in the rezoning. If Council decides to grant the rezoning, I request that they limit size and usage to conform to that as originally stated by Michael.

Thank you for opportunity to input into the process and your consideration of my concerns.

Terence (Terry) Peters

tel.

Email:

**DISCLOSURE STATEMENT OF
FIRST MARITIME REAL ESTATE DEVELOPMENT INC.**

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

JULY 4, 2007

Developer: **FIRST MARITIME REAL ESTATE DEVELOPMENT INC.**

Address For Service: **First Maritime Real Estate Development Inc.**
#307 - 100 West Pender Street
Vancouver, British Columbia V6B 1R8

copies by fax to both: (604) 921-5937 and (416) 972-1934

Business Address: **First Maritime Real Estate Development Inc.**
#307 - 100 West Pender Street
Vancouver, British Columbia V6B 1R8

Development: **An eleven (11) bare land strata lot subdivision at the southern end of Silver Spray Drive, in Sooke, British Columbia (the "Development").**

Developer's Broker: **None. The Developer will use its own employees to market the Development. The Developer's employees are not licensed under the *Real Estate Services Act* of British Columbia, and will not act on behalf of any Purchaser. From time to time the Developer may list individual strata lots with a real estate agent.**

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.

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 seven (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 purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits 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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1. DEVELOPER

Name of Developer: First Maritime Real Estate Development Inc. (the “Developer”)

- 1.1 The Developer was incorporated under the laws of British Columbia on the 5th day of April, 2006 under incorporation number BC0754057.
- 1.2 The Developer was incorporated specifically for the purpose of developing the strata lots described in this Disclosure Statement and has no assets other than the said strata lots.
- 1.3 The address of the Developer’s records and registered office is Suite 270, 10711 Cambie Road, Richmond, British Columbia, V6X 3G5.
- 1.4 The Developer has three directors, namely:

Michael R. Levine

Michael Thornton

Roxanne Thornton

2. GENERAL DESCRIPTION

2.1 General Description of the Development

- 2.1.1 **General Description of the Development.** The Development is comprised of eleven (11) bare land strata lots (each a “Strata Lot”), all of which will be offered for sale pursuant to this Disclosure Statement. The Development is located on the Lands (as defined and more particularly described in Section 4.1 of this Disclosure Statement) in the District of Sooke, British Columbia. The Developer intends to sell the Strata Lots without any improvements thereon, but reserves the right to construct houses or dwellings thereon.

The civic addresses for the Strata Lots have been assigned by the District of Sooke, and are as follows:

Strata Lot Number	Civic Address
1	7500 Ocean Park Place
2	7510 Ocean Park Place
3	7520 Ocean Park Place
4	7530 Ocean Park Place
5	7540 Ocean Park Place
6	7550 Ocean Park Place
7	7560 Ocean Park Place
8	7561 Ocean Park Place
9	7551 Ocean Park Place
10	7541 Ocean Park Place
11	7531 Ocean Park Place

Each purchaser of a Strata Lot will acquire title to that Strata Lot together with a proportionate interest in the common property of the strata corporation (the “Strata Corporation”), including common facilities and other assets of the Strata Corporation.

The layout of the Development and the areas, dimensions and location of the Strata Lots and the common property are as set out in Strata Plan VIS6274 (the “Strata Plan”), attached as Exhibit “A” to this Disclosure Statement.

2.1.2 General Description of the Overall Project. The Development forms a portion of a larger community project (the “Project”) consisting of multiple developments constructed or to be constructed on adjacent lands in the District of Sooke, British Columbia (formerly East Sooke), situated to the west of East Sooke Regional Park and accessible from East Sooke Road to Silver Spray Drive and Ocean Park Place. Certain areas of the Project are zoned for residential use and other areas of the Project are zoned for a commercial resort, golf course and marina, all of which may be accessed over roads to be integrated with the residential components of the Project. The zoning for the Project lands is “CD-3 Silverspray Zone”, all as set out in more detail in the Zoning Bylaw (as defined and more particularly described in Section 2.2 below). Applicable excerpts from the Zoning Bylaw are attached hereto as Exhibit “B” and a zoning map of the area showing the Comprehensive Development Zone is attached hereto as Exhibit “H” for your ease of reference, which read together sets out all the current permitted uses for the Project lands, which remain subject to change. Although it is the current intention of the adjacent landowners to construct a commercial resort, golf course and marina to form part of the Project, the adjacent landowners are under no obligation to construct a commercial resort, golf course or marina, and reserve the right not to proceed with the development of some or all of same. At this time there are no arrangements for amalgamation or the sharing of costs or facilities as between this Development and any other development in the Project.

2.2 Permitted Use. The Strata Lots may only be used for residential purposes.

The Lands are zoned as “CD-3 Silverspray Zone”, pursuant to District of Sooke Zoning Bylaw No. 270, as amended from time to time (the “Zoning Bylaw”). The relevant excerpts from the zoning currently applicable to the Development and the individual Strata Lots are attached hereto as Exhibit “B”, and copies of the complete Zoning Bylaw and the Sooke Zoning Map, 2006 may be viewed on the District of Sooke’s website at <http://www.sooke.ca/bylaws.htm>.

- 2.3 **Building Construction.** In respect of any construction on the Lands, it will be the responsibility of a purchaser of a Strata Lot to obtain, at that purchaser’s cost, all permits and approvals (including, without limitation, building permits) from the District of Sooke, the Capital Regional District or such other local governmental authority having jurisdiction. Any structure or improvement to be constructed on a Strata Lot shall be subject to the terms and conditions of the building scheme attached hereto as Exhibit “C” (the “Building Scheme”), which is to be registered against title to the Lands. It shall be the sole responsibility of the purchaser of a Strata Lot, at that purchaser’s sole cost, to commence and complete the construction of the dwelling on such Strata Lot.

Purchasers of Strata Lots should, in particular, note subparagraph 4.8 of the Building Scheme, which may restrict the maximum size and/or number of bedrooms allowed for single family dwellings constructed on a Strata Lot due to the capacity of a common or private wastewater treatment plant, as may be applicable. See Section 3.8(c) of this Disclosure Statement for further information.

Strata Lot Numbers 1, 2, 8, 9, 10 and 11 will share a common wastewater treatment plant to be located on the common property. Assuming a 4-bedroom dwelling is constructed on each of the aforementioned Strata Lots, those dwellings to be constructed on the backland ocean-view Strata Lots 8, 9, 10 and 11 will be limited to a maximum of 3,067 square feet (285 m²), and those dwellings to be constructed on waterfront Strata Lots 1 and 2 will be limited to a maximum of 4,682 square feet (435 m²). No garburators are permitted in any of the dwellings that share a common wastewater treatment plant. If the number of bedrooms in each dwelling is reduced from 4 bedrooms to 3 bedrooms, current municipal sewage regulations allow a dwelling to be an additional 75 square feet (7 m²) larger. In the event that technology and/or municipal regulations improve, any extra capacity is to be shared equally between the Strata Lots using the common wastewater treatment plant, and each respective owner at the time shall have the right to sell or assign his or her share of such capacity to any other Strata Lot using the common wastewater treatment plant.

Waterfront Strata Lot Numbers 3, 4, 5, 6 and 7 each have private property that can accommodate a private wastewater treatment plant with a percolation field, which will presently permit a 5,000 square foot (464 m²) 4-bedroom dwelling. The maximum dwelling size on these Strata Lots is limited only to the extent that each dwelling must conform to the municipal sewage regulations.

- 2.4 **Phasing.** Not applicable.

3. STRATA INFORMATION

3.1 **Unit Entitlement.** Unit entitlement is a figure indicating a Strata Lot's share in the common property and assets of the Strata Corporation and from which its contribution of the expenses of the common property is determined. For this Development, the unit entitlement for each Strata Lot shall be a whole number that is equal for all Strata Lots. The filed *Strata Property Act* Form V - Schedule of Unit Entitlement is attached as Exhibit "D" to this Disclosure Statement.

3.2 **Voting.** Each Strata Lot shall have one vote in the Strata Corporation. The Developer does not intend to file a *Strata Property Act* Form W - Schedule of Voting Rights in the Land Title Office.

3.3 **Common Property and Facilities.** The Development includes areas designated as common property in the Strata Plan attached as Exhibit "A".

A common wastewater treatment plant (i.e., a sewage treatment facility), to be used only by Strata Lot Numbers 1, 2, 8, 9, 10 and 11, is situated on the common property. In addition, that portion of the road known as Ocean Park Place contained within the Strata Plan is the common property of the Strata Corporation.

3.4 **Limited Common Property.** Limited common property are areas within the common property that are designated for the exclusive use of one or more Strata Lots and any additional maintenance expenses created thereby are typically allocated to the Strata Lot or Strata Lots which enjoy such exclusive use. For this Development, no part of the common property has been designated as limited common property.

3.5 **Bylaws.** The bylaws of the Strata Corporation shall be the Standard Bylaws attached as a Schedule to the *Strata Property Act*, a copy of which is attached hereto as Exhibit "E".

3.6 **Parking.** All parking will be within a Strata Lot.

3.7 **Budget.** The estimated budget (the "Operating Budget") for the Strata Corporation for the operation of the Development for the first twelve (12) months after deposit of the Strata Plan and the completion of the sale of the first Strata Lot, based on current costs, is attached hereto as Exhibit "F". The estimated monthly proportional share of the Operating Budget attributable to each Strata Lot based on unit entitlement is set out in Exhibit "G". The monthly strata fees are payable by the owner of each Strata Lot.

Note that the owners of Strata Lots 1, 2, 8, 9, 10 and 11 shall be the only Strata Lots that will share in the costs associated with the use, maintenance, repair, and replacement of the common wastewater treatment plant (referred to herein), as the remaining Strata Lots shall each be responsible for the costs of his/her own private wastewater treatment plant. Accordingly, the Operating Budget has been divided into those Strata Lots comprising Group A (i.e., those Strata Lots sharing the use of the common wastewater treatment

plant) and those Strata Lots comprising Group B (i.e., those Strata Lots with their own private wastewater treatment plants).

The Operating Budget after the first twelve (12) months will be established by the owners of the Strata Lots in accordance with the provisions of the *Strata Property Act* and the bylaws of the Strata Corporation.

3.8 Utilities and Services.

The Development being located inside the District of Sooke shall be serviced by the following utilities and services:

- (a) **Water** – The Developer will, at its cost, install water lines to the boundary of each Strata Lot and water is available from the Capital Regional District water system. The payment for a water meter and hookup charges are the responsibility of the purchaser of each Strata Lot.
- (b) **Electricity** – The Developer will, at its cost, install power lines to the boundary of each Strata Lot. Electricity will be provided by British Columbia Hydro and Power Authority and installation of power lines from the boundary of a Strata Lot and the payment of connection charges are the responsibility of a purchaser of such Strata Lot.
- (c) **Sewage** – There are no sewers in the Development. Pursuant to the Building Scheme, a Strata Lot owner, prior to construction of any improvements on a Strata Lot, shall be required to install a septic tank on that Strata Lot. Each house or dwelling constructed will require a minimum 600 gallon single section tank, a pump chamber and pump. The owners of Strata Lots 3, 4, 5, 6 and 7 must install a private wastewater treatment plant with a percolation field on each of their respective Strata Lots. Strata Lots 1, 2, 8, 9, 10 and 11 must connect to the lines leading to the common wastewater treatment plant (i.e., common sewage treatment facility) situated on the common property as shown on the Strata Plan, and none of these shared users are permitted to use garburators in their dwellings.
- (d) **Telephone** – Telephone service is provided by Telus, who will install telephone lines to the boundary of each Strata Lot. The installation of telephone lines from the boundary of a Strata Lot and the payment of hookup charges are the responsibility of a purchaser of such Strata Lot.
- (e) **Natural Gas** – The Development is not serviced with gas. Purchasers of Strata Lots may, at their own cost, arrange for the purchase and delivery of propane gas from private vendors who service the District of Sooke.

- (f) **Garbage Collection** – Public garbage collection is not available to the Development. Private contractors who also provide garbage collection to the local community in East Sooke are available to provide garbage collection to Strata Lot owners at the owners' expense.
- (g) **Street Lighting** – There is no street lighting in the Development.
- (h) **Access** – All Strata lots have legal road frontage and service corridor access along Ocean Park Place, being the common property road. Strata Lots 1 to 7 have vehicular access from Ocean Park Place. Strata lots 8, 9, 10, and 11 have vehicular access by way of an easement through part of adjacent Lot H, which is zoned for a destination resort (as described in more detail in Section 2.1.2 hereof). The common property road, Ocean Park Place, has been constructed by the Developer at the Developer's sole cost.
- (i) **Sidewalks** – There are no sidewalks in the Development.
- (j) **Fire Protection** – The District of Sooke has entered into a contract with the East Sooke Volunteer Fire Department to provide fire protection for the entire Project, including the Strata Lots. The East Sooke Fire Hall is on Coppermine Road in East Sooke, British Columbia which is approximately seven (7) kilometers from the Development.
- (k) **Police Protection** – Police protection for the Strata Lots is provided by the Royal Canadian Mounted Police and the nearest detachment is situated in Sooke, British Columbia approximately twenty (20) kilometres from the Development.

If any of the above-listed utilities or services require a permit or permits, the purchaser of each Strata Lot shall be responsible for obtaining such permit or permits.

- 3.9 **Strata Management Contracts.** The Developer intends to cause the Strata Corporation to enter into a management agreement with a licensed property management company to be selected by the Developer for the management of the Development prior to the completion date of the sale of the first Strata Lot. The Developer will not be affiliated with the management company. The management agreement will provide for termination upon two months' notice, in the form required by the *Strata Property Act*. The management agreement will terminate in accordance with the Strata Property Act on the date which is four weeks following the date of the second Annual General Meeting of the Strata Corporation.
- 3.10 **Insurance.** The Developer has placed comprehensive liability insurance in the amount of TWO MILLION DOLLARS (\$2,000,000.00) with respect to the Development.

Purchasers of a Strata Lot should also obtain their own property insurance with respect to the single family dwellings constructed thereon together with their own liability insurance coverage for their Strata Lot and insurance with respect to the contents of their Strata Lot.

Under Section 150 of the *Strata Property Act* and Regulation 9.2 thereto, strata corporations must have liability insurance to insure the strata corporation against liability for property damage and bodily injury in an amount not less than Two Million Dollars (\$2,000,000.00). The Developer has obtained such liability insurance on behalf of the Strata Corporation, which must thereafter be maintained by the Strata Corporation.

- 3.11 **Rental Disclosure Statement.** The Developer does not currently intend to rent any of the Strata Lots, but in the event the Developer is unable to sell all of the Strata Lots it may offer some or all of such Strata Lots for lease on such terms as it sees fit. A Rental Disclosure Statement will be filed by the Developer with the Superintendent of Real Estate and a copy of the proposed Rental Disclosure Statement is attached hereto as Exhibit "I". Under the Strata Property Act, the Developer and those persons purchasing Strata Lots from the Developer are entitled to lease out the Strata Lots for the period of time specified by the Developer in the Rental Disclosure Statement.

4. TITLE AND LEGAL MATTERS

- 4.1 **Legal Description.** The legal description for the Development offered for sale under this Disclosure Statement is as follows:

Strata Lots 1 to 11, all of Section 78, Sooke District, Strata Plan VIS6274, together with the Common Property, Strata Plan VIS6274 (collectively, the "Lands")

- 4.2 **Ownership.** The Developer is the beneficial and registered owner of the Lands.

- 4.3 **Existing Encumbrances and Legal Notations.**

Title to the Lands is subject to the charges, liens and encumbrances set out in Exhibit "J" attached hereto. Copies of all encumbrances and legal notations can be obtained from the Victoria Land Title Office. Charges attached as exhibits hereto are for reference only, and all prospective purchasers of Strata Lots must conduct their own due diligence with respect to the charges registered against any one or more of the Strata Lots and/or the common property.

The development financing set out in herein in Exhibit "J", Part 2, paragraph (n) (together with all related priority agreements) shall be discharged from each Strata Lot upon or shortly after closing.

4.4 **Proposed Encumbrances.**

The Developer shall be entitled to register the following further encumbrances against title to the Lands:

- (a) Building Scheme attached hereto as Exhibit "C"; and
- (b) such other legal notations, covenants, easements, statutory rights of way or other charges as may be required by any utility, local government or other public authority deemed necessary or advisable by the Developer in connection with the Development.

4.5 **Outstanding or Contingent Litigation or Liabilities.** To the best of the Developer's knowledge, there are no outstanding or contingent liabilities or outstanding or contingent litigation in respect of the Development or against the Developer which may affect the Strata Lots.

4.6 **Environmental Matters.** The Developer is not aware of any material facts relating to flooding, soil or subsoil conditions or other environmental matters which might represent a hazard to the Development.

5. **CONSTRUCTION AND WARRANTIES**

5.1 **Construction Dates.** Save and except registration of the proposed encumbrances noted in Section 4.4 above, the Development (including registration of the Strata Plan creating the Strata Lots) and all servicing and utilities for the Development have been completed, and all costs relating thereto have been paid.

5.2 **Construction Warranties.** The Developer is not providing any construction or equipment warranties with respect to the Development, the Strata Lots or the common property of the Strata Corporation.

6. **APPROVALS AND FINANCES**

6.1 **Development Approval.** The bare land strata plan for the Development has been deposited and registered in the Land Title Office under Strata Plan VIS6274, and the titles for the Strata Lots have been created.

6.2 **Construction Financing.** The Developer has made adequate financing arrangements to ensure payment for the creation of the Strata Lots and the payment of the cost of utilities and other services associated with the Development, and such financing arrangements are in the form of the mortgage registered against the Strata Lots in favour of the Royal Bank of Canada and referred to in Exhibit "J", Part 2, paragraph (n) herein. All financing charges shall be discharged from individual Strata Lots upon or shortly after closing as provided in Section 4.3.

7. MISCELLANEOUS

7.1 Deposits. All deposits or other monies received from purchasers of the Strata Lots in British Columbia will be held in trust by the Developer's solicitors, Fraser Milner Casgrain LLP, in trust, in the manner required by the *Real Estate Development Marketing Act* until:

- (a) (i) the Strata Plan has been deposited in the Land Title Office;
 - (ii) the Strata Lot is capable of being lawfully occupied; and
 - (iii) an instrument evidencing the interest of the purchaser in the Strata Lot has been submitted for registration in the Land Title Office; or
- (b) such deposits may otherwise be released or utilized as the *Real Estate Development Marketing Act* or other applicable law permits.

7.2 Purchase Agreement. The Developer intends to offer each Strata Lot for sale generally in conformance with the terms and conditions set out in the form of contract attached to this Disclosure Statement at Exhibit "Q", and such other terms as are negotiated between the Developer and the purchaser.

7.3 Developer's Commitments. Not Applicable.

7.4 Other Material Facts

7.4.1 Payment of Strata Corporation Expenses by Developer/Strata Corporation. Under Section 7 of the *Strata Property Act*, the Developer must pay the actual expenses of the Strata Corporation that accrue in the period up to the last day of the month in which the first conveyance of a Strata Lot to a purchaser occurs.

Under Section 14(1) of the *Strata Property Act*, the Strata Corporation must pay the expenses that accrue in the period beginning the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs until the date the first annual budget takes effect.

Under Section 14(4) of the *Strata Property Act* and subject to subsection (5), if the expenses accrued by the Strata Corporation, for the period referred to in Section 14(1) of the *Strata Property Act* are greater than the operating expenses estimated in the interim budget for that period, the Developer must pay the difference to the Strata Corporation within eight (8) weeks after the first annual general meeting.

Under Section 14(5) of the *Strata Property Act* if the accrued expenses referred to in Section 14(4) are 10% or more greater than the operating expenses estimated in the interim budget for that period, the Developer must include in the payment referred to in

Section 14(4) an additional amount calculated according to Section 3.1 of the Regulations to the *Strata Property Act*. Section 3.1(1) of the Regulations provides as follows:

- “3.1(1) For the purposes of Section 14(5) of the Act, the owner developer must pay to the strata corporation an additional amount calculated as follows:
- (a) if the accrued expenses are at least 10% greater but less than 20% greater than the estimated operating expenses, the additional amount is the amount payable under Section 14(4) of the Act multiplied by 2;
 - (b) if the accrued expenses are at least 20% greater than the estimated operating expenses, the additional amount is the amount payable under Section 14(4) of the Act multiplied by 3.”

7.4.2 Contingency Reserve Fund. Under Section 12 of the *Strata Property Act*, the Developer must establish a contingency reserve fund by making a minimum contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. If the first conveyance of a Strata Lot to a purchaser occurs no later than one (1) year after the deposit of the Strata Plan, the minimum contribution to the fund must be 5% of the estimated operating expenses as set out in the interim budget. If the first conveyance of a Strata Lot to a purchaser occurs later than one (1) year after the deposit of the Strata Plan, the minimum contribution to the fund must be the lesser of:

- (a) 5% of the estimated annual operating expenses as set out in the interim budget multiplied by the number of years or partial years since the deposit of the Strata Plan; and
- (b) 25% of the estimated annual operating expenses as set out in the interim budget.

The Developer anticipates that the first conveyance of a Strata Lot to a purchaser will occur no later than one year after the deposit of the Strata Plan and, accordingly, the Developer’s contribution to the contingency reserve fund will be 5% of \$9,850.66, being \$492.53.

7.4.3 First Annual General Meeting. According to Section 16 of the *Strata Property Act*, the Developer must hold the first annual general meeting of the Strata Corporation during the six week period that begins on the earlier of:

- (a) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers; and
- (b) the date that is nine months after the date of the first conveyance of a Strata Lot to a purchaser.

If the Developer fails to hold the first annual general meeting of the Strata Corporation by that time, the Developer must pay to the Strata Corporation:

- (i) \$1,000 if the first annual general meeting is delayed for a period of up to 30 days after the date required; and
- (ii) \$1,000 for each additional delay of seven days.

7.4.4 Document Disclosure. The Developer is obliged, under Section 20(2) of the *Strata Property Act*, to place before the first annual general meeting of the Strata Corporation, and give the Strata Corporation copies of all of the following:

- (a) all plans that were required to obtain a building permit and any amendments to the building permit plans that were filed with the issuer of the building permit;
- (b) any document in the Developer's possession that indicates the actual location of a pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the Developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on a plan or plan amendment filed with the issuer of the building permit;
- (c) all contracts entered into by or on behalf of the Strata Corporation;
- (d) any disclosure statement required by the *Real Estate Development Marketing Act* or Section 139 of the *Strata Property Act*;
- (e) the registered strata plan as obtained from the Land Title Office;
- (f) names and addresses of all contractors, subcontractors and persons who supplied labour or materials to the Development, as required by the regulations of the *Strata Property Act*;
- (g) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar information respecting the construction, installation, operation, maintenance, repair and servicing of any common property or any common assets, including any warranty information provided to the Developer by a person referred to in paragraph (f) above;
- (h) all records required to be prepared or retained by the Strata Corporation under Section 35 of the *Strata Property Act*;
- (i) any other records required by the regulations of the *Strata Property Act*; and

Under Section 35 of the *Strata Property Act*, the Strata Corporation is obliged to maintain certain records as set out therein. According to Section 20(2) of the *Strata Property Act*,

the Developer is obliged to provide the Strata Corporation, at the first annual general meeting, with those records which the Developer has maintained on its behalf.

In addition, at the first annual general meeting of the Strata Corporation, the Developer must place an annual budget, prepared in accordance with section 21 of the *Strata Property Act*, before the meeting for approval.

- 7.4.5 **Statutory Provisions in the Event of Winding-up of the Strata Corporation.** In the event the Strata Corporation is ever wound-up the *Strata Property Act* provides that an owner's share of the assets and property of the Strata Corporation will be determined on the basis of the assessed value of an owner's Strata Lot or, if there is not an assessed value for each Strata Lot in the Development, on the basis of the appraised value of the owner's Strata Lot, approved by a 75% (3/4) vote at an annual or general meeting.
- 7.4.6 **Local Service Area.** The Development is located in the District of Sooke. The District of Sooke has designated the Development as a local service area relating to the provision of fire protection services, in respect of which local service area by-laws may be passed. Further by-laws may be enacted relating to other services in the future. The Developer makes no warranties with respect to the change of jurisdiction, current or future local services area designations or bylaws.

8. SIGNATURES

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.

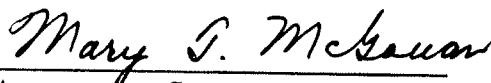
DECLARATION

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 THE 4TH DAY OF JULY, 2007

DEVELOPER:

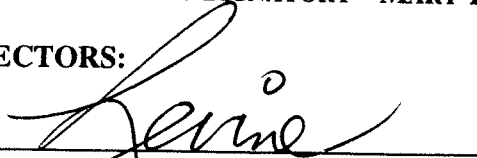
FIRST MARITIME REAL ESTATE DEVELOPMENT INC.

Per:



AUTHORIZED SIGNATORY - MARY T. MCGOWAN, PRESIDENT

DIRECTORS:



Michael R. Levine



Michael Thornton



Roxanne Thornton

INDEX OF EXHIBITS

- Exhibit “A”** Strata Plan VIS6274
- Exhibit “B”** Zoning Bylaw – District of Sooke Bylaw No. 270
- Exhibit “C”** Building Scheme
- Exhibit “D”** *Strata Property Act* Form V – Schedule of Unit Entitlement
- Exhibit “E”** *Strata Property Act* – Schedule of Standard Bylaws
- Exhibit “F”** Estimated Annual Operating Budget
- Exhibit “G”** Estimated Monthly Strata Fees
- Exhibit “H”** Zoning Map of Project lands
- Exhibit “I”** Rental Disclosure Statement
- Exhibit “J”** Charges, Liens and Encumbrances
- Exhibit “K”** Covenant EN72975
- Exhibit “L”** Covenant EN72977
- Exhibit “M”** Covenant ET71304
- Exhibit “N”** Covenant ET71308, as modified by EV35008
- Exhibit “O”** Covenant ET71312
- Exhibit “P”** Covenant ET71316
- Exhibit “Q”** Contract of Purchase and Sale

BARE LAND STRATA PLAN OF LOT G, PLAN VIP77650, SECTION 78, SOOKE DISTRICT

Sheet 1 of 1 Sheets

STRATA PLAN V156274

Deposited and registered in the British Columbia Land Title Office, this 3 day of MAY, 2007

C. Robinson Registrar
FB44025

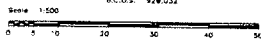


Exhibit "A"

Legend

- S.M. denotes metre metres
 - distances shown are in metres
 - Standard Iron Post found
 - Standard Iron Post set
 - △ denotes traverse hub
- Boundaries are electronic and derived from Plan V977650

This plan lies within the Coastal Regional District. The plan fee within the District of Sooke.

Civic Address
 Strata Lots 1 to 11 are at Ocean Park Place, Sooke, B.C. V9B 1N0

Owner: TRIP MARINE REAL ESTATE DEVELOPMENT INC.

Mary S. McLean
 Authorized Signatory

MARY McGeown
 Authorized Signatory

Witness: Leanne
 1704-63 ST. CLAIR AVE. W.
 TORONTO, ONTARIO

Occupation: ACCOUNTANT

Mortgagee: ROYAL BANK OF CANADA

Leanne
 Authorized Signatory Leanne J. Carroll

Leanne
 Authorized Signatory Michael Seay

Witness: Leanne

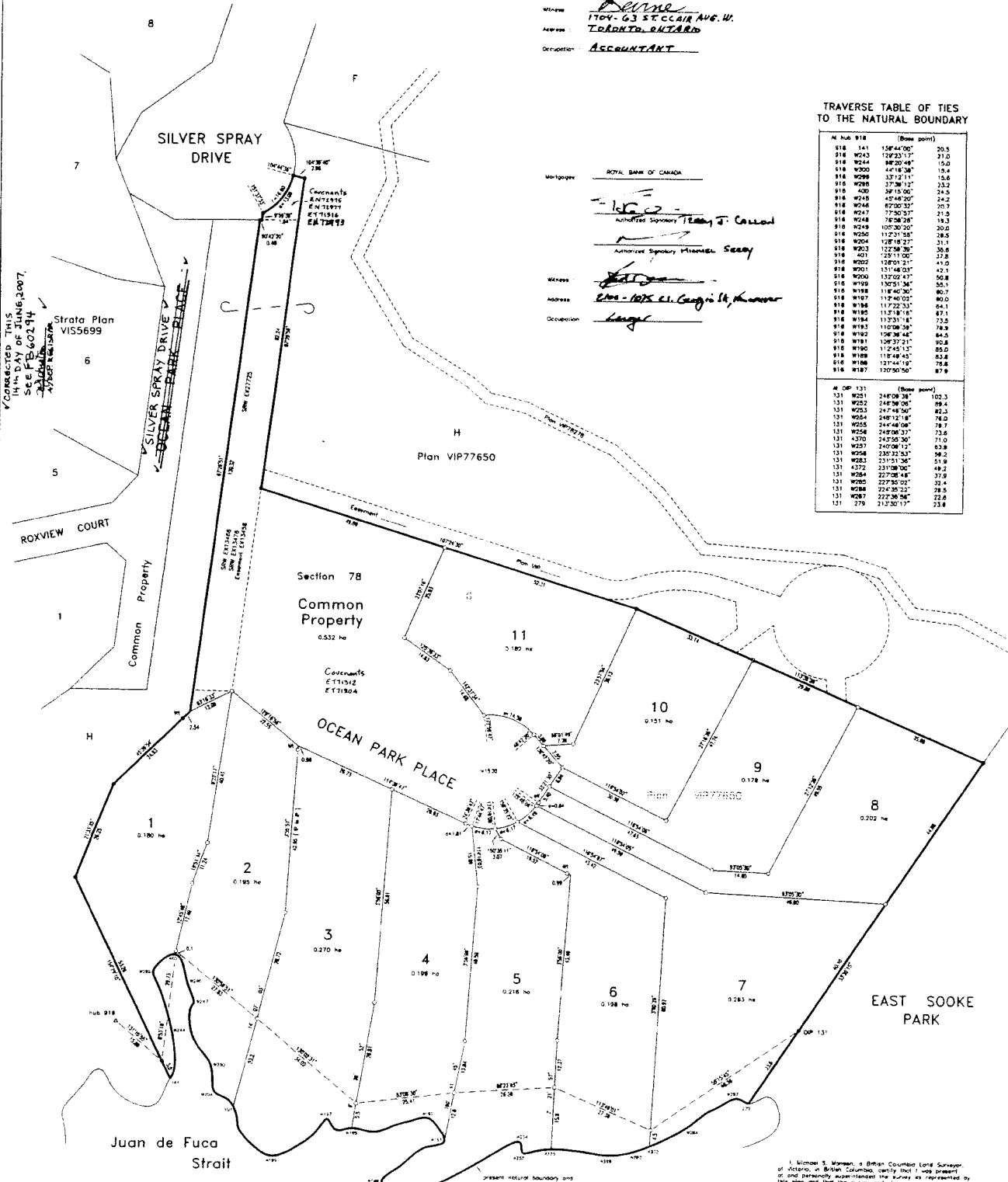
Address: 200-1075 St. George St, Vancouver

Occupation: Manager

TRAVERSE TABLE OF TIES TO THE NATURAL BOUNDARY

Hub	Point	(Bearing)	(Dist. in metres)
918	141	158°40'00"	20.5
918	W243	128°33'17"	21.0
918	W244	88°20'49"	15.0
918	W300	47°18'38"	15.4
918	W298	33°12'11"	15.8
918	W285	27°38'12"	25.2
918	400	38°15'00"	24.5
918	W248	45°48'20"	24.2
918	W246	87°00'37"	20.7
918	W247	77°20'37"	21.5
918	W248	78°28'35"	18.3
918	W249	100°30'20"	20.0
918	W250	112°21'58"	28.5
918	W249	128°18'27"	31.1
918	W253	122°58'36"	30.8
918	401	22°11'00"	27.8
918	W252	128°01'21"	41.0
918	W250	152°02'47"	50.8
918	W198	130°51'38"	55.1
918	W198	118°40'30"	60.7
918	W197	112°40'02"	60.0
918	W198	117°22'33"	64.1
918	W195	112°18'18"	67.1
918	W184	112°31'18"	73.2
918	W183	110°08'58"	78.9
918	W182	108°38'42"	84.5
918	W181	106°37'21"	90.8
918	W180	112°45'13"	85.0
918	W188	118°48'45"	85.8
918	W186	121°44'18"	78.8
918	W187	120°50'50"	87.9

Hub	Point	(Bearing)	(Dist. in metres)
131	W251	248°08'38"	103.3
131	W252	248°38'08"	89.4
131	W253	247°48'50"	84.0
131	W254	246°12'18"	78.7
131	W255	244°48'08"	73.0
131	W256	243°00'37"	73.8
131	4370	242°50'36"	71.0
131	W257	240°08'17"	63.9
131	W258	230°32'53"	58.2
131	W251	221°51'58"	54.9
131	4372	231°08'00"	48.2
131	W254	227°28'48"	37.9
131	W255	227°30'02"	35.4
131	W256	224°35'22"	28.5
131	W257	222°30'58"	22.8
131	279	212°30'17"	23.8



Approved as a Bare Land Strata development under the Strata Property Act, this 26 day of April, 2007
Marlene A. Elliott

This plan need not comply with Section 75(1)(c) of the Land Title Act.
 Dated this 7 day of April, 2007
15

I, Michael S. Warren, a British Columbia Land Surveyor of Victoria, in British Columbia, certify that I was present at, and personally supervised the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the 4th day of December, 2006.
 The plan was computed and checked, and the checker's file number is 58,238 on the 4th day of December, 2006.
Michael S. Warren

Exhibit "B"

14.3 Silverspray Zone – CD-3

This zone is intended to provide for:

- A destination resort complex with *hotel* or *lodge buildings* containing 85 suites, 15 *tourist accommodation chalets*, a *restaurant* and accessory facilities;
- A total of 127 *single family residential dwellings*;
- A nine-hole *golf course* with accessory facilities;
- A 115 berth *marina* with accessory facilities;
- Private utilities; and
- *Employee housing*.

Subject to compliance with the general requirements in Parts 4 and 5, the following regulations shall apply in the CD-3 zone.

14.3.1 Permitted Uses:

Area "A", a destination resort complex consisting of:

- a. Boat moorage, rentals and docks accessory to the *hotel* or *lodge* use;
- b. Gift shop;
- c. Health spa;
- d. *Hotel* or *lodge*;
- e. Licensed liquor establishment;
- f. Meeting room;
- g. Private utility;
- h. *Restaurant*;
- i. *Single family residential dwelling*;
- j. *Tourist accommodation chalets*;

Area "B":

- a. *Home-based business*
- b. Linear trail or pathway system and park;
- c. Nine-hole *golf course* with 40 *parking* spaces;
- d. One project management suite;
- e. Private utility; and
- f. *Single family residential dwelling*;
- g. Storage yard, screened.

Area "C":

- a. Club house use accessory to the *golf course* use permitted in Area "B" including a pro shop, coffee shop, licensed establishment, golf cart and pull cart storage, washrooms, locker room and child care facilities, storage of golf course maintenance products and equipment and accessory uses;
- b. Linear trail or pathway system and *park*;
- c. *Marina*;
- d. *Parking* lots accessory to the *golf course* use permitted within Area "B" and accessory to the *marina* use permitted in this area;
- e. Private utility;
- f. *Uses* accessory to the *marina* use including office, tackle shop, coffee bar, shower, change room and washroom facilities and caretaker suite;

14.3.2 Special Use Regulations:

- a. *Tourist accommodation chalets* must not be occupied by a person for more than six (6) months in any calendar year;
- b. No *accessory buildings* or *structures* are permitted within that part of Area "B" to the west of East Sooke Road and to the south of the driveway to the *marina* as shown shaded on the map attached as Figure 1 to this CD zone.

14.3.3 Lot Size, Frontage, Width and Service Provisions for Subdivision Purposes:

Area A	Area B	Area C
1,000 m ²	1000 m ²	1 ha

14.3.4 Minimum Lot Dimensions:

Area B	Area B
6 m minimum lot frontage	20 m minimum lot width

14.3.5 Provision of Potable Water:

The owner of land being subdivided must provide for each *lot* within the subdivision a water distribution system constructed in accordance with the standards established by the Board of the Capital Regional District; and connected to a community water system operated by the Capital Regional District.

14.3.6 Maximum Density and Dimensions:

- a. *Hotel/Lodge* - the *hotel/lodge* located within Area "A" must not contain more than 85 units;
- b. *Tourist accommodation chalet* - no more than 15 *tourist accommodation chalets* each having a maximum floor area of 250 m², and a maximum of two kitchens;
- c. *Single family residential dwelling* units -
 - i. Within Area "A" the maximum number of *single family dwellings* is 2;
 - ii. Within Area "B" the maximum number of *single family dwellings* is 125;
- d. *Marina* - the *marina* located within Area "C" may include up to 115 berths for 115 boats;
- e. The maximum size of *buildings* permitted must not exceed:
 - i. A floor area ratio of 0.5 for residential *buildings*; or
 - ii. A floor area ratio of 0.8 for commercial *buildings* in Area "A"; and
 - iii. A maximum *floor area* of 500 m² in Area "C";
- f. The maximum number of *lots* that can be created by subdivision in Area "A" is 20 *lots*, including bare land strata *lots*, but not including any other strata *lots* within the *hotel* or *lodge* or *tourist accommodation chalet* that may be created pursuant to the Strata Property Act.

14.3.7 Maximum Height of Principal Buildings:

- a. *Single family residential dwellings* shall not exceed 13 m in height;
- b. One family *dwellings* constructed to the west of East Sooke Road and to the south of the driveway to the *marina* situated facing Sooke Village shall not exceed 10 m in *height*;
- c. Commercial *buildings* in Area "A" shall not exceed 20 m in *height*;
- d. Commercial *buildings* in Area "C" shall not exceed 13 m in *height*;
- e. *Tourist accommodation chalets* shall not exceed 13 m in *height*.

14.3.8 Maximum Height of Accessory Buildings: 7 m

14.3.9 Minimum Setbacks for Buildings and Structures shall be:

Lot Line along the Natural Boundary of the Sea or a Watercourse	Agricultural Land Reserve Lot Line	East Sooke Regional Park Lot Line	From a Principal Building	From an Accessory Building
15 m	16 m	10 m	3 m	1 m

14.3.10 Special Restrictions - Area "B"

- a. No *building* or septic tank facility shall be located or constructed in Area "B" within the watershed of watercourses flowing into East Sooke Regional Park unless drainage is directed away from East Sooke Regional Park;
- b. *Buildings* along the beach on the south side of Area "C" must not exceed 18 m in width;

14.3.11 Special Restrictions - Area "C"

- a. All *accessory uses* to the marina use in Area "C" shall be located within one *building* or *structure*;
- b. Area "C" must not be used for outdoor work on boats or equipment other than minor incidental repairs;

14.3.12 Landscaping and Screening

- a. The *golf course* use must be screened from adjacent residential uses outside the CD-3 Zone by a continuous planting of vegetation having a minimum width of 6 m; and
- b. The landscape buffer required under subparagraph (a) must include retention and maintenance of native trees and natural under storey vegetation;
- c. Outdoor storage, refuse disposal containers and above ground structures for services and utilities must be screened by a continuous planting of vegetation having a minimum width of 1.5 m;
- d. All required landscape screens must be maintained by adequate irrigation and replacement of dead or seriously distressed plants or trees.

14.3.13 Fencing

- a. Fence means free-standing structures used to screen around all or part of a lot or site and includes retaining walls, but does not include hedges and similar landscaping;
- b. Maximum fence height in the CD-3 Zone shall be 3 m from average grade, subject to conformance with a registered building scheme.



DISTRICT OF SOOKE

BYLAW No. 300

A bylaw to amend Bylaw No. 270, *Sooke Land Use Bylaw, 2006* for a text amendment to the Silverspray Zone (CD-3).

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

1. This Bylaw is cited as *Zoning Amendment Bylaw (270-14)*.
2. Bylaw 270, *Sooke Land Use Bylaw, 2006* is amended in section 14.3 in the first bulleted sentence of the first paragraph, by deleting the words "containing 85 suites".
2. Bylaw 270, *Sooke Land Use Bylaw, 2006* is further amended by deleting section 14.3.6.a *Hotel/Lodge* entirely.

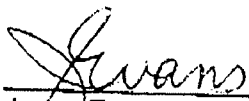
Introduced and read a first time the 26th day of March, 2007.

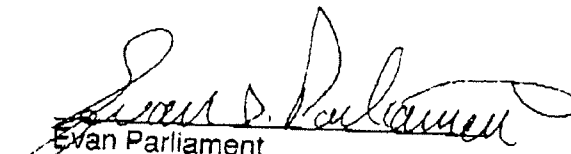
Read a second time the 26th day of March, 2007.

Public hearing held the 17th day of April, 2007.

Read a third time the 23rd day of April, 2007.

Adopted on the 30th day of April, 2007.


 Janet Evans
 Mayor


 Evan Parliament
 Chief Administrative Officer



DISTRICT OF SOOKE

BYLAW NO. 299

A bylaw to amend Bylaw No. 86, *Official Community Plan Bylaw, 2002* as amended by *Capital Regional District Bylaw 2950* for a text amendment to the "Development Approval Information Area" for the Silverspray Lands.

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

1. This Bylaw is cited as *Official Community Plan Amendment Bylaw (86-20)*.
2. Bylaw 86, *Official Community Plan Bylaw, 2002* as amended by *Capital Regional District Bylaw 2950* is amended in section 3.3.3 "Silver Spray Comprehensive Development Area", Policy 3.3.3.1 "Destination Resort" by deleting the words "a maximum of 85 suites".

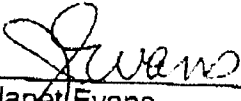
Introduced and read a first time the 26th day of March, 2007.

Read a second time the 26th day of March, 2007.


Public hearing held the 17th day of April, 2007.

Read a third time the 23rd day of April, 2007.

Adopted on the 30th day of April, 2007.

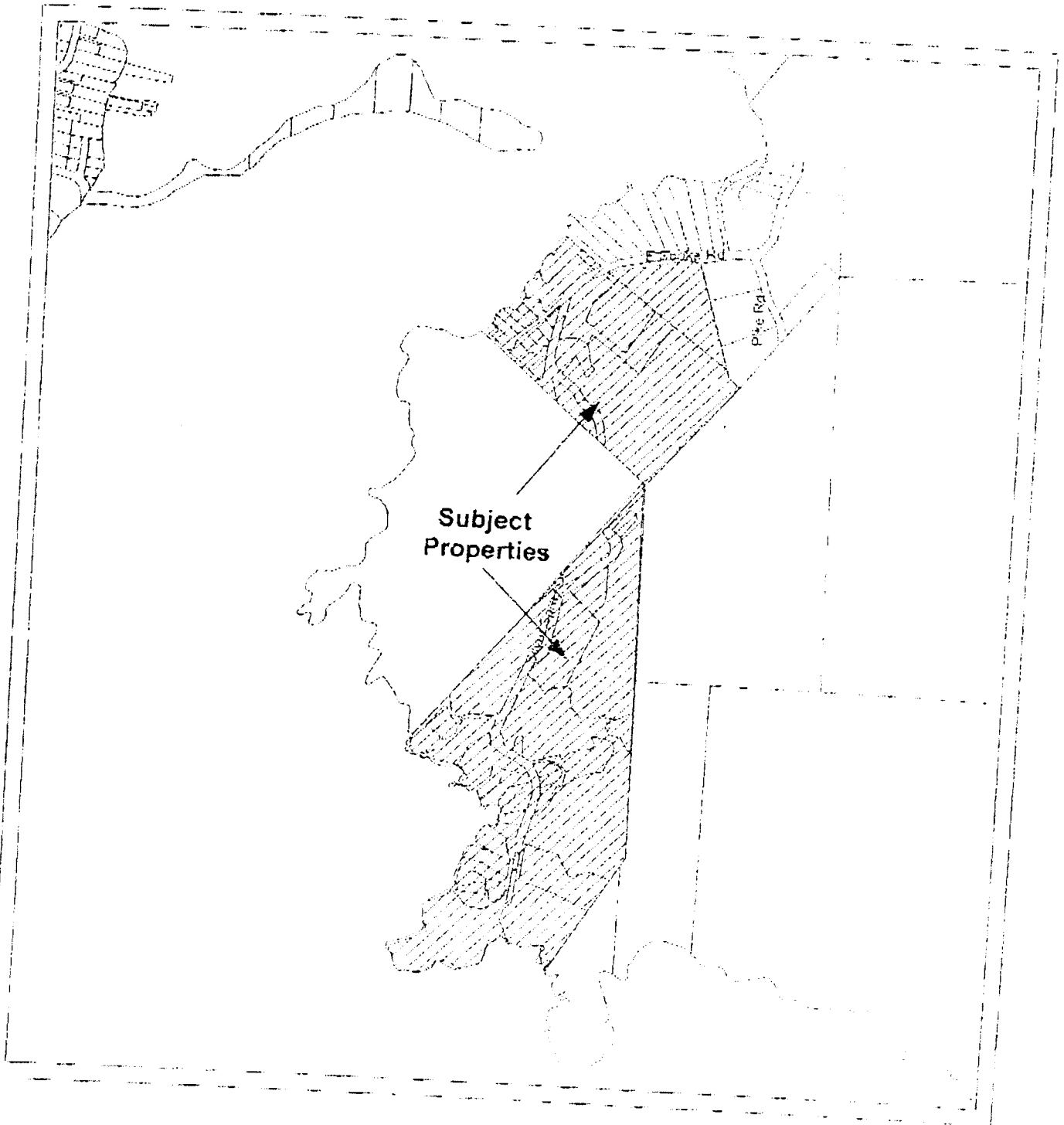


Janet Evans
Mayor



Evan Parliament
Chief Administrative Officer

SCHEDULE A - Subject Property Map



LAND TITLE ACT

FORM 35
(section 220(1))

DECLARATION OF BUILDING SCHEME

Nature of Interest Charge: **STATUTORY BUILDING SCHEME**

Herewith Fees of: **\$55.00**

Address of person entitled to apply to register this Building Scheme:

FIRST MARITIME REAL ESTATE DEVELOPMENT INC.
307 - 100 West Pender Street,
Vancouver, British Columbia
V6B 1R8

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

FRASER MILNER CASGRAIN LLP – Barristers and Solicitors
15th Floor - 1040 West Georgia Street
Vancouver, BC V6E 4H8
tel: (604) 687-4460
fax: (604) 683-5214

Signature of Solicitor

I/We, First Maritime Real Estate Development Inc., hereby declare that:

1. First Maritime Real Estate Development Inc. (the “**Developer**”) is the registered owner in fee simple of the following lands (the “**Lots**”, and each a “**Lot**”):

Parcel Identifier	Legal Description
027-080-960	Strata Lot 1, Section 78, Sooke District, Strata Plan VIS6274
027-080-978	Strata Lot 2, Section 78, Sooke District, Strata Plan VIS6274
027-080-986	Strata Lot 3, Section 78, Sooke District, Strata Plan VIS6274
027-080-994	Strata Lot 4, Section 78, Sooke District, Strata Plan VIS6274
027-081-001	Strata Lot 5, Section 78, Sooke District, Strata Plan VIS6274
027-081-010	Strata Lot 6, Section 78, Sooke District, Strata Plan VIS6274
027-081-028	Strata Lot 7, Section 78, Sooke District, Strata Plan VIS6274
027-081-036	Strata Lot 8, Section 78, Sooke District, Strata Plan VIS6274
027-081-044	Strata Lot 9, Section 78, Sooke District, Strata Plan VIS6274
027-081-052	Strata Lot 10, Section 78, Sooke District, Strata Plan VIS6274
027-081-061	Strata Lot 11, Section 78, Sooke District, Strata Plan VIS6274

2. The Developer hereby creates a Building Scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedules attached or annexed hereto.
4. The restrictions shall be for the benefit of all Lots.

EXECUTIONS:

<p>Officer Signature</p> <p>_____</p> <p>Print Name/Address: _____</p>	<p>Execution Date</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Y</th> <th style="width: 33%;">M</th> <th style="width: 33%;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">07</td> <td></td> <td></td> </tr> </tbody> </table>	Y	M	D	07			<p>Party's Signature</p> <p>FIRST MARITIME REAL ESTATE DEVELOPMENT INC. by its authorized signatory:</p> <p>_____</p> <p>MARY T. MCGOWAN</p>
Y	M	D						
07								

CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDERS

We, Royal Bank of Canada, the holder of Mortgage FA64030, consent to registration of the above Declaration of Building Scheme and agree that it shall have priority over Mortgage FA64030.

<p>Officer Signature</p> <p>_____</p> <p>Print Name/Address: _____</p>	<p>Execution Date</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Y</th> <th style="width: 33%;">M</th> <th style="width: 33%;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">07</td> <td></td> <td></td> </tr> </tbody> </table>	Y	M	D	07			<p>Party's Signature:</p> <p>ROYAL BANK OF CANADA by its authorized signatory(ies):</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Print Name:</p>
Y	M	D						
07								

(as to all signatures)

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. PLAN APPROVAL

- 1.1 There shall not be constructed, placed, erected or maintained on any Lot any dwelling, house, building, structure, landscaping, fencing, fixture of any kind or any other improvement (an “**Improvement**”) unless and until plans and specifications showing compliance in all respects with this Building Scheme have been submitted to and approved in writing and in the manner specified herein by First Maritime Real Estate Development Inc. or its duly authorized agent or agents (the “**Scheme Authority**”), who shall have the exclusive right and power to approve, conditionally or otherwise, or to arbitrarily reject such plans and specifications. Without limitation, construction shall include but is in no way limited to grading, filling or other preparatory work on a Lot; specifications shall include but is in no way limited to height, setbacks, materials, siting, exterior finishing and colours.
- 1.2 There shall not be constructed, placed, erected or maintained on any Lot an Improvement unless and until, in relation to that Improvement, two copies each of:
- (a) a formal application executed by the owner of the Lot on which construction, placement, erection or maintenance of the Improvement is proposed;
 - (b) a rendering of the Improvement, prepared by an architect or professional artist, accurately depicting the Improvement as viewed from both the waterfront and from any road;
 - (c) a vellum overlay of proposed landscaping;
 - (d) samples of the proposed exterior colour scheme, trim and roofing material;
 - (e) preliminary drawings of any dwelling, house, building or structure in the Improvement showing all floor and roof ridge elevations;
 - (f) preliminary floor plans which include and depict any proposed balconies or decks;
 - (g) a preliminary plan which accurately sets out a plan for grading of the Lot (the “**Lot Grading Plan**”), if grading is proposed;
 - (h) a preliminary site plan which accurately defines the footprint and clearing zone of any dwelling, house, building or structure in the Improvement, and which further identifies any trees or rock features to be removed from the Lot; and

- (i) a report prepared by a duly qualified geotechnical engineer confirming that any proposed dwelling, house, building or structure in the Improvement can be safely constructed on the Lot where shown on the site plan

(collectively, the “**Design Plans**”),

are submitted to the Scheme Authority together with the sum of \$875.00, representing the fee charged by the Scheme Authority to review the Design Plans, inclusive of taxes where applicable, which fee shall not be refunded under any circumstance.

- 1.3 No application for a building or other necessary permit shall be made to the Corporation of the District of Sooke or other local or provincial government body having jurisdiction (the “**Municipal Authority**”) by or on behalf of the registered owner or occupier of a Lot in respect of which an Improvement is contemplated (the “**Owner**”) unless and until:
 - (a) the Owner or the building contractor retained by the Owner (the “**Builder**”) has submitted to the Scheme Authority three sets of any and all plans to be tendered to Municipal Authority in support of any such application;
 - (b) two sets of plans, marked "Approved" and signed by the Scheme Authority, have been returned to the Owner or to the Builder for submission to the Municipal Authority, as required prior to issuance of a building or other permit.
- 1.4 Neither the Owner nor the Builder shall, in respect of an Improvement, submit any plan to the Municipal Authority which has not been approved and executed by the Scheme Authority.
- 1.5 Neither the Owner nor the Builder shall, in respect of an Improvement, submit Design Plans to the Scheme Authority or final plans to the Municipal Authority which do not comply with this Building Scheme unless the Owner or the Builder has previously made written application to the Scheme Authority to vary the terms herein contained, and the Scheme Authority has expressly approved such variation, in writing.
- 1.6 Authorization by the Scheme Authority to vary a term in this Building Scheme shall not be deemed, under any circumstance, an amendment or modification of the terms herein contained, except as it relates to the specific variation granted in respect of a specific Lot.
- 1.7 The Scheme Authority shall not be bound by past decisions to vary the Building Scheme but may instead examine each variation application individually and without reference to precedent. At all times, the Scheme Authority shall have the exclusive right and power to authorize, conditionally or otherwise, or to arbitrarily reject any application to vary the terms of this Building Scheme.

2. GENERAL CONSTRUCTION REQUIREMENTS

- 2.1 Regardless of compliance with the criteria set out in this Building Scheme, no Improvement shall be constructed, erected or placed on any Lot unless the Scheme Authority is satisfied in all respects that it is consistent with the overall architectural design of the development, which design relies on the use of wood, rock, stone and glass to emphasize a rugged, forested and dramatic natural character.
- 2.2 An Improvement shall not be constructed on a corner Lot unless both road fronting elevations have in the opinion of the Scheme Authority sufficient architectural detailing, including but not limited to stepped façades, windows, and landscaped buffers, such that the Improvement does not appear to "turn its back" on one road or the other.
- 2.3 An Improvement shall not be constructed, placed, erected or maintained on a Lot unless:
- (a) the Design Plans submitted to Scheme Authority conform to the National Building Code of Canada and to applicable Municipal Authority bylaws in effect at that time, including, without limitation, bylaws enacted by the Municipal Authority as they may have been amended or varied in relation to the Lots;
 - (b) setbacks conform to those established by the Municipal Authority, or to such increased setbacks as may be prescribed by the Scheme Authority in the interest of tree preservation, variety in the streetscapes or maximization of privacy.
- 2.4 An Improvement shall not be constructed, placed, erected or maintained:
- (a) within 15 metres of the natural boundary between a Lot and the foreshore; (*Strata Lots 1, 2, 3, 4, 5, 6 and 7*)
 - (b) within 10 metres of East Sooke Wilderness Park; (*Strata Lots 7 & 8*)
 - (c) within 30 metres of the boundary between the Lot and land within the Agricultural Land Reserve, unless a development permit has been issued by the Municipal Authority; (*Not applicable to any of the Strata Lots*)
 - (d) within 16 metres of the boundary between any Lot and land within the Agricultural Land Reserve unless expressly permitted by the Agricultural Land Commission. (*Not applicable to any of the Strata Lots*)
- 2.5 No Improvement shall be constructed, placed, erected or maintained on any Lot unless the vertical distance from the natural grade at the perimeter of the Improvement to the highest point of the roof surface (if a flat roof) or to the mean level between the eaves and the ridge of the roof (if a sloping roof) is equal to or less than 12 metres.

3. LOT GRADING

- 3.1 Except during construction, no Lot shall have lot grading or ground conditions that do not comply in all respects with the Lot Grading Plan.
- 3.2 Foundation excavation or other construction shall not be commenced until a building permit has been issued by the Municipal Authority.
- 3.3 Site specific grading shall not be commenced until a building permit has been issued by the Municipal Authority unless prior written approval has been given by the Scheme Authority.
- 3.4 A Lot shall not be excavated or otherwise graded, and no construction shall occur unless the Owner or Builder ensures that during such excavation, grading or construction all waste, excess fill, soil or other substances or materials are disposed of in a manner which prevents entry into any watercourse or storm drainage system, or into East Sooke Wilderness Park.
- 3.5 No Lot shall be graded unless:
 - (a) between
 - (i) the Lot and any adjacent Lot;
 - (ii) the Lot and the foreshore, if the Lot is directly adjacent to the foreshore;
 - (iii) the Lot and any public road or private road right of way,there is either a smooth finished grade or ground level transition, or in the alternative, large rocks are used in a manner, acceptable to the Scheme Authority, which creates an attractive berm for an elevation change;
 - (b) such grading, in the opinion of the Scheme Authority, minimally interrupts or compliments existing grades;
 - (c) such grading does not, without prior written approval of the Scheme Authority, interrupt the natural flow of surface water.
- 3.6 Grading of a Lot may not result in the redirection of any surface water flow onto an adjacent or neighbouring Lot unless the Owner, or Builder of the Lot being graded has installed swales, lawn basins, French drains or such other materials or fixtures as may be necessary to prevent or stop such redirected flow.
- 3.7 There shall be no direct piped connection of drainage from a Lot or any Improvement into any watercourse or storm drainage system.

3.8 Drainage shall not be directed into East Sooke Wilderness Park.

4. DWELLING TYPES

4.1 No house or dwelling shall be constructed on a Lot except one only of a single level house, a split level house, or a two level house.

4.2 No house or dwelling having greater than two levels shall be constructed on a Lot unless the architectural design or the topography of the Lot is deemed by the Scheme Authority to justify it.

4.2 No house or dwelling shall be constructed, erected or placed on any Lot unless the total finished living area on the main or ground floor, excluding garage, is equal to or greater than 1,250 square feet.

4.4 Decks and balconies shall not be located on side elevations or where they will impair the privacy of a neighbouring Lot, except in cases where the architectural design or the topography of the Lot is deemed by the Scheme Authority to justify it.

4.5 Basement windows shall not be allowed above grade on road fronting elevations in any Lot except in cases where the architectural design or the topography of the Lot is deemed by the Scheme Authority to justify them.

4.6 House numbers, exterior street fronting light fixtures and entry door hardware shall not be installed on any Improvement or on any Lot other those approved by the Scheme Authority.

4.7 Exterior light fixtures shall not be located or directed so as to cause glare or illuminate adjacent Lots.

5. COLOURS

5.1 No house or dwelling shall be constructed on a Lot having an exterior colour scheme not approved in writing by the Scheme Authority.

5.2 Colour schemes containing deep rich colours, natural earth tones, forest greens or high grey content shall generally be acceptable, subject always to the discretion of the Scheme Authority, in each case, taking into account the overall architectural design of the house or dwelling and the architectural continuity and contrasts along the streetscape.

5.3 No part of the exterior surface of an Improvement shall be red or orange in colour. In addition, no significant part of any roofing surface in the Improvement shall be white in colour.

6. FOUNDATION AND EXTERIOR MATERIALS

- 6.1 The exterior wall of any Improvement facing a public road, private road right-of-way or visible from the water shall not be finished in any material or combination of materials other than stone, rock, brick or wood, or a combination of stone, rock, brick or wood or other material approved by the Scheme Authority, and then only if used to the extent that it forms an integral part of the wall.
- 6.2 Siding shall not be used to construct or to finish any part of the Improvement exterior without the prior written approval of the Scheme Authority. No part of the exterior of an Improvement shall be finished with aluminum, vinyl, channel or shiplap siding unless the topography of the Lot and the architectural design of the Improvement are deemed by the Scheme Authority to justify it.
- 6.3 Wood siding shall not be used to construct or to finish any part of the Improvement exterior if not fully back primed.
- 6.4 Siding oriented other than all horizontal or all vertical shall not be used to construct or to finish the exterior face of an Improvement.
- 6.5 Stone, cultured stone and textured brick shall not be used on any part of the Improvement exterior unless the stone, cultured stone or textured brick to be used is of a natural earth tone, and comprises, to the satisfaction of the Scheme Authority, an integral part of the Improvement design.
- 6.6 Stone, cultured stone and textured brick shall not be used to construct or to finish an exterior face of the Improvement unless the stone, cultured stone or textured brick to be used extends either a minimum of four feet beyond the exterior face onto the immediately adjacent face or over the entire immediately adjacent face, whichever is less.
- 6.7 Brick shall not be used near any opening in the Improvement exterior unless the head and sill courses are on edge as soldier courses.

7. WINDOWS AND DOORS

- 7.1 Windows may not be installed in the Improvement unless the Scheme Authority is satisfied in all respects that they are consistent with the overall architectural design of the development.
- 7.2 Windows may not face any part of the golf course adjacent to the strata development unless glazed with safety glass, laminated, covered with seismic grade film or made of tempered, shatterproof glass.
- 7.3 Single doors may not be installed in any part of the Improvement exterior unless each door has a width equal to or greater than 3 feet 6 inches.

7.4 Double doors may not be installed in any part of the Improvement exterior unless each door of the double door has a width equal to or greater than 2 feet 10 inches.

8. CHIMNEYS AND METERS

8.1 No chimney shall be constructed of materials other than rock, brick, stone or the same material as the main cladding of the Improvement exterior.

8.2 Artificial stone shall not be used to construct a chimney without the prior written approval of the Scheme Authority.

8.3 A chimney chase shall not be constructed unless it extends to the natural grade.

8.4 Chimney caps shall not be finished with less than three layers of trim unless constructed with rock or stone.

8.5 Furnace and gas fireplace "B" vents shall not be installed unless they:

- (a) blend with the roof of the Improvement;
- (b) are visible neither from the waterfront nor any public road or private road right-of-way; or
- (c) are contained within a chimney cap or other enclosure approved by the Scheme Authority.

8.6 Electrical meters which are not concealed by landscaping or which are not flush with the exterior wall face in which they are located shall not be installed.

9. ROOF, EAVES AND FASCIA

9.1 Trim, fascia or flashing shall not be installed on any Improvement unless in the judgment of the Scheme Authority the colour of the proposed trim, fascia or flashing complements the exterior colour scheme of the Improvement.

9.2 No Improvement shall be constructed on any Lot with a roof finished in shingles or shakes made from cedar or other wood or using any material other than:

- (a) slate, concrete or synthetic tiles;
- (b) metal tiles or sheets which are either dark grey, dark brown or dark green in colour or which have zinc or copper finishing, and which oxidize naturally;

- (c) minimum 40-year fiberglass-reinforced shingles with variegation and shadow lines;

in a style and colour approved in writing by the Scheme Authority.

- 9.3 Fascia which does not support a gutter on the outside face may not be used in construction of an Improvement unless it displays a layered effect having a minimum trim dimension of 1 inch by 6 inches.
- 9.4 Eave overhangs less than two feet deep or using fascia with a dimension less than 2 inches by 10 inches may not be constructed.
- 9.5 Rainwater gutters and downspouts may not be constructed unless depicted on the Design Plans approved by the Scheme Authority or strategically located in the corners of inside walls in line with vertical trim.
- 9.6 Rainwater gutters and downspouts may not cross over exterior surfaces of contrasting colour facing the waterfront or any public road or private road right-of-way.

10. PARKING

- 10.1 No garage shall be constructed on any Lot except an enclosed garage contiguous to the house or dwelling of which it forms a part, capable of housing a minimum of two standard passenger size motor vehicles, unless the Scheme Authority deems it appropriate to approve a garage separate from the dwelling for a particular architectural design.
- 10.2 A garage accommodating more than two standard passenger size motor vehicles shall not be constructed on any Lot unless any door or doors for the additional vehicle space or spaces are set back at least two feet from the main garage doors.
- 10.3 Carports or garages without doors shall not be constructed on any Lot.
- 10.4 Without the prior written consent of the Scheme Authority, a garage door may not be installed in the exterior wall of any Improvement if that wall faces the waterfront.
- 10.5 No garage door shall be constructed, erected or placed on a Lot or installed in an Improvement unless, in the opinion of the Scheme Authority, it is of a colour consistent with the exterior colour scheme for the Improvement.
- 10.6 No garage or driveway shall be constructed unless and until its location and design are approved by the Scheme Authority to ensure compatibility with adjacent houses.
- 10.7 Pillars, monuments or gates shall not be installed on any driveway on any Lot without the prior written approval of the Scheme Authority.

11. LANDSCAPING

- 11.1 Substantial landscaping shall not be undertaken on any Lot unless in consultation with a professional arborist or landscape architect and with the prior written approval of the Scheme Authority.
- 11.2 Landscaping shall not be undertaking on any Lot which does not comply with the terms and conditions of the covenants registered pursuant to section 219 of the *Land Title Act* on the 26th day of June 2002 and deposited in the Land Title Office under document numbers ET071312 and ET071316. For clarity, each covenant states, in part, that, excepting areas covered by buildings, pathways, driveways or paving, landscaping must be designed to conserve and enhance the native plant life on a residential parcel by preserving and maintaining at least seventy percent of the remaining total ground area with plants indigenous to Southern Vancouver Island.
- 11.3 Landscaping screens shall not be constructed, erected or placed on a Lot unless maintained by adequate irrigation and dead or seriously distressed trees or plants are promptly replaced.
- 11.4 No tree or other vegetation shall be permitted to grow in a manner which substantially obstructs the View from any Lot. For the purposes of this paragraph only, "View" shall mean that part of the waterfront visible from the Lot and lying within an area between a line extending at an angle 75 degrees and a second line extending at an angle 105 degrees extending outward from the midpoint of the water-fronting exterior face of the house or dwelling thereon.
- 11.5 Trees having a diameter equal to or greater than 0.15 metres, measured at a point on the tree 1.5 metres from its base, shall not be removed without the prior written approval of the Scheme Authority.
- 11.6 Excepting areas required for the construction of buildings, septic facilities, utilities and driveways, trees having a diameter equal to or greater than 0.50 metres, measured at a point on the tree 1.5 metres from its base, shall not be removed without the prior written approval of the Scheme Authority.
- 11.7 No front yard, side yard along a flanking street (from front yard to rear lot line), nor any yard visible from the waterfront shall remain un-landscaped for a period exceeding six months following substantial completion of construction of any house or dwelling.
- 11.8 No house or dwelling shall be constructed unless every reasonable effort shall be made to site the dwelling or adjust the design thereof on the Lot to minimize overview and overshadowing, and to avoid removal of existing trees.
- 11.9 All tree removal and tree replacement shall be done in compliance with any tree preservation bylaw enacted by the Municipal Authority, and the Scheme Authority may,

if it so desires, require the Owner or the builder to place security in an amount up to \$5,000.00, to ensure compliance with the said bylaw.

- 11.10 Retaining walls shall not exceed 2 metres in height above the finished grade, and shall not be constructed of materials other than rock, granite or stone which matches or compliments the exterior finish of the Improvement.
- 11.11 More than one retaining wall shall not be constructed, placed or erected on an Lot unless set back from every other retaining wall on the Lot a minimum distance of two metres.
- 11.12 Exposed concrete foundation walls in an Improvement shall not exceed 18 inches above finished grade, or if facing the waterfront or a public road or private road right-of-way, 12 inches above finished grade.
- 11.13 Trees or other vegetation shall not be removed without the prior written approval of the Scheme Authority.

12. FENCING

- 12.1 Fencing shall not be erected on any Lot unless the Scheme Authority has, in writing, approved the design, height, colour and material used.
- 12.2 In no circumstances shall chain-link fencing be constructed on any Lot, unless green in colour and hidden from view either by evergreen hedges or other landscaping acceptable to the Scheme Authority.
- 12.3 Fencing constructed or finished with material other than granite, stone or other specific materials approved by the Scheme Authority shall not be constructed on any Lot.
- 12.5. In no case shall the gate of any fence constructed on a Lot extend into a public road.

13. OCCUPATION

- 13.1 No Improvement shall be used or occupied by any person, unless and until
 - (a) construction of the Improvement, including the exterior, is substantially complete;
 - (b) the Improvement has at the Owner's request been inspected by the Scheme Authority;
 - (c) the Scheme Authority has provided to the Owner an inspection report either confirming that the Improvement complies with this Building Scheme or listing in the said report any matters (the "Deficiencies") which

in the sole discretion of the Scheme Authority, constitutes non-compliance;

(d) the Owner has, at his expense, corrected the Deficiencies to the satisfaction of the Scheme Authority, which satisfaction shall be confirmed in writing, by the Scheme Authority.

13.2 No owner or occupier of a Lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her Lot.

13.3 There shall not be stored, kept nor permitted to be kept or stored on any Lot or on any road or street adjoining any Lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, nor shall any waste or refuse be kept or stored on any Lot.

13.4 No trailers, boats, commercial vehicles, recreational equipment or similar property shall be stored on a Lot unless stored inside a house or dwelling, garage, or accessory building, or appropriately screened from public view by approved screening shrubbery or fencing.

14. OTHER RESTRICTIONS

14.1 No accessory building, including without limitation garden and tool sheds, may be constructed, erected or placed on any Lot unless it is consistent with the colours, character and finish of the house or dwelling situate on the same Lot and it has been approved by the Scheme Authority.

14.2 There shall not be constructed, placed, erected or maintained on any Lot any docks, floats, cranes, lifts or marine railways.

14.3 No fuel or propane tank, outdoor clothesline or satellite dish greater than 22 inches in diameter which is visible from the waterfront, any adjacent house or dwelling, public road or private road right-of-way shall be placed on any Lot.

14.5 No Lot or Lots shall be consolidated or subdivided unless such consolidation or subdivision has first been approved, in writing, by the Scheme Authority, and no Lot or Lots created from any consolidation or subdivision approved by the Scheme Authority shall be further consolidated or subdivided unless such consolidation or subdivision has first been approved, in writing, by the Scheme Authority.

15. GENERAL REQUIREMENTS

15.1 In the event of any breach of any one or more of the terms and specifications in this Building Scheme, the Scheme Authority will have the right, but will not be obligated to enter upon any Lot and to abate or cure, at the expense of the owner of the Lot which is in such breach, any breach capable of abatement or cure, and such owner shall pay to the Scheme Authority forthwith upon demand all costs incurred in such abatement or cure,

and such costs shall constitute a charge upon such owner's Lot and may be collected by the Scheme Authority in a court of competent jurisdiction as a debt due and owing.

- 15.2 Nothing contained in this Building Scheme shall be construed or implied as imposing on the Scheme Authority, its agents or employees, any liability in the event of non-compliance with or non-fulfillment of any of the terms, restrictions, and benefits set forth and no liability or responsibility shall be incurred by the Scheme Authority, its agents or employees, in the performance or non-performance of their rights and obligations under this Building Scheme.
- 15.3 First Maritime Real Estate Development Inc. reserves the right to exempt any of the Lots remaining undisposed of by it from all or any of the restrictions and benefits of this Building Scheme.
- 15.4 The Scheme Authority reserves the right to grant special approvals on house designs for specific Lots which do not comply with the provisions set out in this Building Scheme in all respects if, in the opinion of the Scheme Authority, the design is architecturally acceptable either on the specific Lot or within the strata development; and upon any such special approvals being given, the provisions of this Building Scheme shall be deemed to be modified, amended or enlarged to allow only for such special approvals on such specific Lots.
- 15.5 The restrictions set forth in this Building Scheme shall be in addition to and not in derogation of the bylaws of the Corporation of the District of Sooke, any development agreement between the Municipal Authority and the Developer, and the obligations and liabilities imposed by statute or common law on the owners and occupiers from time to time of the Lots, all of which shall be duly observed and complied with.
- 15.6 The Developer may, by written notice to the Owners, Strata Plan VIS6274, cease to act as the Scheme Authority.

END OF DOCUMENT

~~Strata Property Act~~ FB044036
-3 MAY 2007

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan VIS 6274, being a strata plan of Lot G, Section 78, Sooke District, Plan VIP77650

Complete and file only the applicable form of schedule.

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following [check appropriate box], as set out in the following table:

(a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

01 07/05/03 11:43:51 01 VI
DOC FILE FREE

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OR

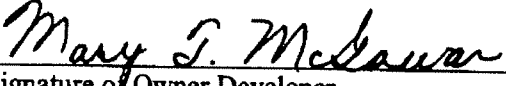
(b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	% of Total Unit Entitlement**
1			1	
2			1	
3			1	
4			1	
5			1	
6			1	
7			1	
8			1	
9			1	
10			1	
11			1	
Total number of lots: 11			Total unit entitlement: 11	

- * expression of percentage is for informational purposes only and has no legal effect
- ** not required for a phase of a phased strata plan

Date: April 30, 2007



Signature of Owner Developer

MARY T. MCGOWAN, PRESIDENT

Schedule of Standard Bylaws

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

- (c) up to 2 caged birds;
- (d) one dog or one cat.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata

corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights, on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows on the exterior of a building or that front on the common property,

and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

16 (1) A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

(a) \$50 for each contravention of a bylaw, and

(b) \$10 for each contravention of a rule.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

Person to chair meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them

may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 -- Marketing Activities by Owner Developer

Display lot

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

STRATA PLAN VIS6274 Annual Interim Budget

Group 'A' with Common Wastewater Treatment Plant:

(Strata Lots 1,2,8,9,10,11)

\$	2,700.00	Wastewater Treatment Plant - maintenance and reserve	(\$450 x 6 lots)
\$	972.00	Road and Easement Access - maintenance and reserve	(\$162 x 6 lots)
\$	382.20	Road & Landscaping (sweep, litter & storm drain catch-basin cleanup)	(\$63.70 x 6 lots)
\$	409.20	Liability Insurance	(\$68.20 x 6 lots)
\$	2,136.96	Strata Management Cost for: 6 Strata Lots @ \$29.68 /month x 12	(\$356.16 x 6 lots)
<i>Strata Management includes Accounting, Mailing and Annual General Meeting (also includes GST)</i>			

\$	6,600.36 Group 'A' Strata Expenses	6 Strata Lots @ \$91.67 Monthly Strata Fee
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Group 'B' with Private Wastewater Treatment:

(Strata Lots 3,4,5,6,7)

\$	810.00	Road and Easement Access - maintenance and reserve	\$162 x 5 lots)
\$	318.50	Road & Landscaping (sweep, litter & storm drain catch-basin cleanup)	(\$63.70 x 5 lots)
\$	341.00	Liability Insurance	(\$68.20 x 5 lots)
\$	1,780.80	Strata Management Cost for: 5 Strata Lots @ \$29.68 /month x 12	(\$356.16 x 5 lots)
<i>Strata Management includes Accounting, Mailing and Annual General Meeting (also includes GST)</i>			

\$	3,250.30 Group 'B' Strata Expenses	5 Strata Lots @ \$54.17 Monthly Strata Fee
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\$	9,850.66 TOTAL Strata Expenses
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5% One time contribution from Developer

\$	492.53 One time contribution from Developer
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Strata Reserve at end of Year 1:

\$	2,700.00	Wastewater Treatment Plant	
\$	1,782.00	Road and Easement Access	
\$	492.53	Contribution from Developer	
\$	4,974.53	Total Reserve at end of Year 1	

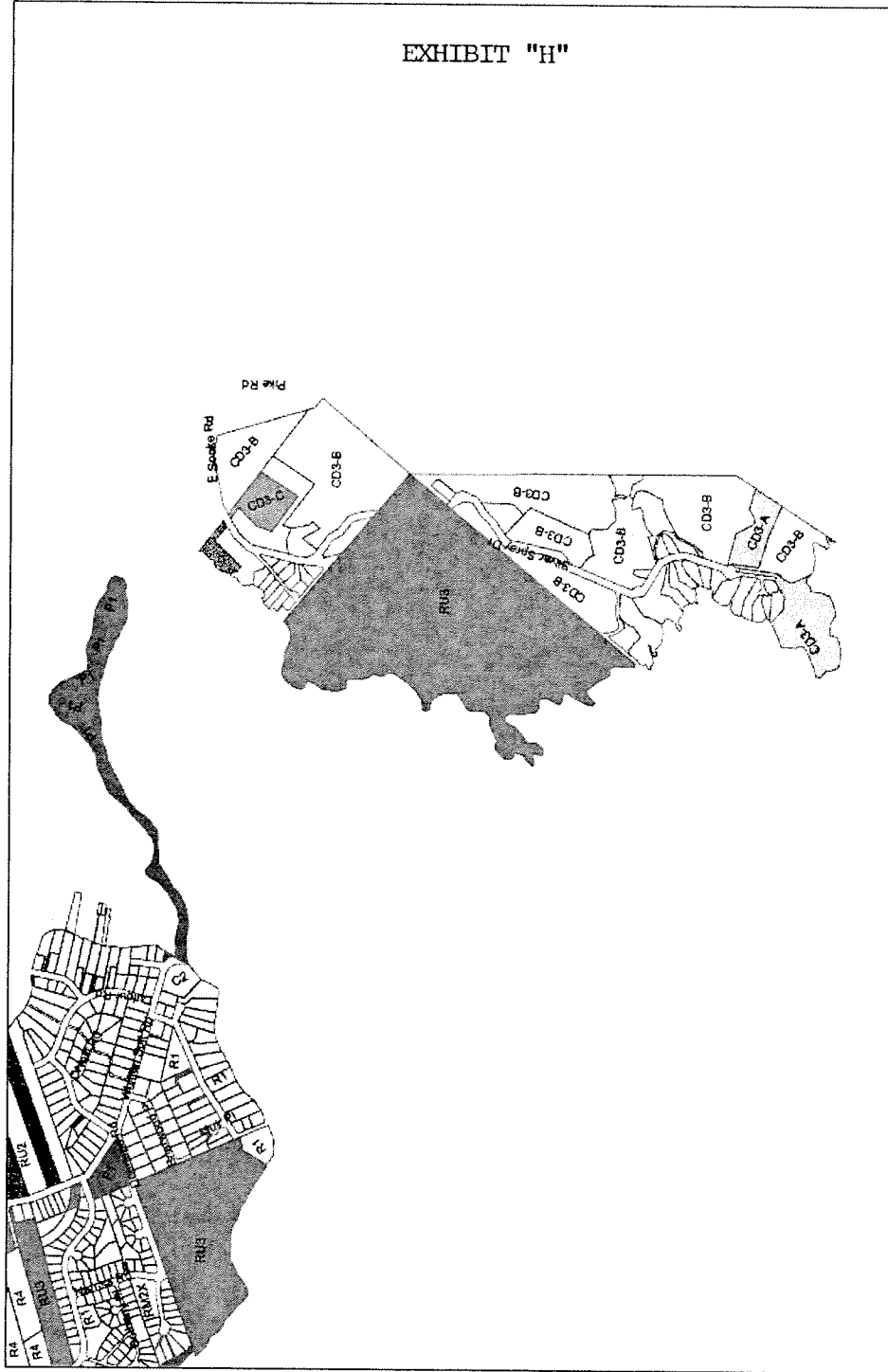
Exhibit "G"

ESTIMATED MONTHLY STRATA FEES

Strata Lot No.	Estimated Monthly Strata Fee	Full Legal Description of Strata Lot
1	\$91.67	Parcel Identifier: 027-080-960 Strata Lot 1, Section 78, Sooke District, Strata Plan VIS6274
2	\$91.67	Parcel Identifier: 027-080-978 Strata Lot 2, Section 78, Sooke District, Strata Plan VIS6274
3	\$54.17	Parcel Identifier: 027-080-986 Strata Lot 3, Section 78, Sooke District, Strata Plan VIS6274
4	\$54.17	Parcel Identifier: 027-080-994 Strata Lot 4, Section 78, Sooke District, Strata Plan VIS6274
5	\$54.17	Parcel Identifier: 027-081-001 Strata Lot 5, Section 78, Sooke District, Strata Plan VIS6274
6	\$54.17	Parcel Identifier: 027-081-010 Strata Lot 6, Section 78, Sooke District, Strata Plan VIS6274
7	\$54.17	Parcel Identifier: 027-081-028 Strata Lot 7, Section 78, Sooke District, Strata Plan VIS6274
8	\$91.67	Parcel Identifier: 027-081-036 Strata Lot 8, Section 78, Sooke District, Strata Plan VIS6274
9	\$91.67	Parcel Identifier: 027-081-044 Strata Lot 9, Section 78, Sooke District, Strata Plan VIS6274
10	\$91.67	Parcel Identifier: 027-081-052 Strata Lot 10, Section 78, Sooke District, Strata Plan VIS6274
11	\$91.67	Parcel Identifier: 027-081-061 Strata Lot 11, Section 78, Sooke District, Strata Plan VIS6274

SILVER SPRAY (CD3)

EXHIBIT "H"



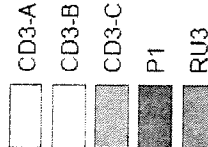
COMPREHENSIVE DEVELOPMENT ZONE

Permitted uses:

- CD3-A
 - Boat moorage
 - Gift shop
 - Health spa
 - Hotel or lodge
 - Licensed liquor establishment
 - Meeting room
 - Private utility
 - Restaurant
 - Single family residential dwelling
 - Tourist accommodation chalets

- CD3-B
 - Home-based business
 - Linear trail or pathway system and park
 - Nine-hole golf courses with 40 parking spaces
 - One project management suite
 - Private utility
 - Single family residential dwelling
 - Storage yard, screened

- CD3-C
 - Club house
 - Linear trail or pathway system and park
 - Marina
 - Parking lots
 - Private utility
 - Accessory uses to marina



DISTRICT OF SOOKE
 BYLAW NO. 270
 ZONING BYLAW, 2006
 SCHEDULE "A"
 OCTOBER 30, 2006



2205 Otter Point Road
 Sooke, BC V0S 1N0
 (250) 642-1634
 development@district.sooke.bc.ca

EXHIBIT "I"

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Strata Plan VIS6274

1. The development described above includes 11 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
NIL	NIL

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 11 residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer.]

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
Strata Lots 1 to 11 (inclusive)	12 / 31 / 2208

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Dated this _____ day of July, 2007.

Per: _____
Signature of Owner/Developer – Mary T. McGowan, President
First Maritime Real Estate Development Inc.

EXHIBIT 'J'

Charges, Liens and Encumbrances Against Title to the Lands

PART 1 – LEGAL NOTATIONS

	<u>Legal Notation</u>	<u>Summary of Legal Notation</u>	<u>Affected Property or Strata Lot</u>
(a)	Hereto is annexed Easement EN72985 over Lots 4 and 5, Plan VIP69361	Easement over adjacent lands benefiting the owners of the common property and Strata Lots 1-11 for the purposes of installing and maintaining a water line.	Common Property, Strata Lots 1 to 11
(b)	Hereto inter alia is annexed Easement EN72999 over Lot 3 Plan VIP69361	<p>Easement over adjacent lands benefiting the owners of the common property and Strata Lots 1-11 for the following purposes:</p> <ul style="list-style-type: none"> (a) installing and maintaining a water line; (b) drilling, installing and maintaining a well for the supply of water; (c) installing and maintaining a service pump installed at the well; (d) installing, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing utility lines, pipes and conduits for the conveyance of hydro to the service pump; (e) installing and maintaining desalination and purification equipment (the “Equipment”); and (f) installing, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing, and repairing utility lines, pipes, and conduits for the conveyance of hydro to the Equipment. 	Common Property, Strata Lots 1 to 11

	<u>Legal Notation</u>	<u>Summary of Legal Notation</u>	<u>Affected Property or Strata Lot</u>
(c)	Hereto inter alia is annexed Easement ES86453 over part of Lot 2, Plan VIP69361	Easement over adjacent lands benefiting the owners of the common property and Strata Lots 1-11 for the purpose of constructing, maintaining and using for vehicular and pedestrian access and egress a roadway and the installation of services and utilities above and below grade.	Common Property, Strata Lots 1 to 11
(d)	This title may be affected by a permit under Part 26 of the Local Government Act, See EV 147798	Notice of Parkland Agreement with the Capital Regional District pursuant to Section 941(10) of the <i>Local Government Act</i> .	Common Property, Strata Lots 1 to 11
(e)	This title may be affected by a permit under Part 26 of the Local Government Act, See EW48066	Notice of Development Permit issued on April 15, 2004 by the Capital Regional District pursuant to Section 920 of the <i>Local Government Act</i> .	Common Property, Strata Lots 1 to 11
(f)	Hereto is annexed Easement EX13478 over Part of Lot H Plan VIP77650 shown as area 19 on Plan VIP78285 and Part of the Common Property of Strata Plan VIS5699 shown as area 20 on Plan VIP78285	Easement over adjacent lands benefiting the owners of the common property and Strata Lots 1-11 for the purposes of constructing a driveway for access and laying down, installing, constructing, operating, maintaining and repairing all pipes, valves, pumps and other materials required for sanitary sewer and storm water drainage systems.	Common Property, Strata Lots 1 to 11
(g)	Hereto is annexed Easement FA144954 over Lot H, Plan VIP77650 as shown on Plan VIP82298	Easement over adjacent lands benefiting the owners of the common property and Strata Lots 1-11 for the purpose of access, egress and ingress over and upon a driveway to be constructed within the easement area and for the installation of water pipes, electrical and telephone conduits, sewer and drainage pipes and for the passage of water, sewage, storm water, hydro, telephone cable and other utilities within the driveway.	Common Property, Strata Lots 1 to 11
(h)	Hereto is annexed Easement FB44038 over Part of Strata Lot 6, VIS6274 shown as area 1 on Plan VIP83058	Easement over part of Strata Lot 6 benefiting the owners of Strata Lots 7-9 for the purposes set out in Part 2 – paragraph (o) below.	Strata Lots 7 to 9

	<u>Legal Notation</u>	<u>Summary of Legal Notation</u>	<u>Affected Property or Strata Lot</u>
(i)	Hereto is annexed Easement FB44040 over Part of Strata Lot 6, VIS6274 shown as area 2 on Plan VIP83058	Easement over part of Strata Lot 6 benefiting the owners of Strata Lots 7-11 for the purposes set out in Part 2 – paragraph (p) below.	Strata Lots 7 to 11
(j)	Hereto is annexed Easement FB44042 over Part of Strata Lot 7, VIS6274 shown as area 3 on Plan VIP83058	Easement over part of Strata Lot 7 benefiting the owners of Strata Lots 8-11 for the purposes set out in Part 2 – paragraph (q) below.	Strata Lots 8 to 11
(k)	Hereto is annexed Easement FB44044 over Part of Strata Lot 7, VIS6274 shown as area 4 on Plan VIP83058	Easement over part of Strata Lot 7 benefiting the owners of Strata Lots 6, 8 and 11 for the purposes set out in Part 2 – paragraph (r) below.	Strata Lot 6, Strata Lot 8, Strata Lot 11
(l)	Hereto is annexed Easement FB44046 over Part of Strata Lot 8, VIS6274 shown as areas 5 & 11 on Plan VIP83058	Easement over part of Strata Lot 8 benefiting the owners of Strata Lots 9-11 for the purposes set out in Part 2 – paragraph (s) below.	Strata Lots 9 to 11
(m)	Hereto is annexed Easement FB44048 over Part of Strata Lot 9, VIS6274 shown as area 6 on Plan VIP83058	Easement over part of Strata Lot 9 benefiting the owner(s) of Strata Lot 8 for the purposes set out in Part 2 – paragraph (t) below.	Strata Lot 8
(n)	Hereto is annexed Easement FB44050 over Part of Strata Lot 9, VIS6274 shown as area 7 on Plan VIP83058	Easement over part of Strata Lot 9 benefiting the owner(s) of Strata Lot 8 for the purposes set out in Part 2 – paragraph (u) below.	Strata Lot 8
(o)	Hereto is annexed Easement FB44052 over Part of Strata Lot 9, VIS6274 shown as area 8 on Plan VIP83058	Easement over part of Strata Lot 9 benefiting the owner(s) of Strata Lot 8 for the purposes set out in Part 2 – paragraph (v) below.	Strata Lot 8
(p)	Hereto is annexed Easement FB44054 over Part of Strata Lot 10, VIS6274 shown as area 9 on Plan VIP83058	Easement over part of Strata Lot 10 benefiting the owner(s) of Strata Lot 11 for the purposes set out in Part 2 – paragraph (w) below.	Strata Lot 11
(q)	Hereto is annexed Easement FB44056 over Part of Strata Lot 11, VIS6274 shown as area 10 on Plan VIP83058	Easement over part of Strata Lot 11 benefiting the owner(s) of Strata Lot 10 for the purposes set out in Part 2 – paragraph (x) below.	Strata Lot 10
(r)	Hereto is annexed Easement FB44058 over Part of Strata Lot 7, VIS6274 shown as areas 3 & 4 on Plan VIP83058	Easement over part of Strata Lot 7 benefiting the owner(s) of Strata Lot 6 for the purposes set out in Part 2 – paragraph (y) below.	Strata Lot 6

	<u>Legal Notation</u>	<u>Summary of Legal Notation</u>	<u>Affected Property or Strata Lot</u>
(s)	Hereto is annexed Easement FB44059 over Part of Strata Lot 8, VIS6274 shown as area 5 on Plan VIP83058	Easement over part of Strata Lot 8 benefiting the owner(s) of Strata Lot 6 for the purposes set out in Part 2 – paragraph (z) below.	Strata Lot 6
(t)	Hereto is annexed Easement FB44062 over Part of Strata Lot 8, VIS6274 shown as area 5 on Plan VIP83058	Easement over part of Strata Lot 8 benefiting the owner(s) of Strata Lot 7 for the purposes set out in Part 2 – paragraph (aa) below.	Strata Lot 7
(u)	To the Common Property is annexed Easement FB44064 over Part of Strata Lot 6, VIS6274 shown as areas 1 & 2 on Plan VIP83058	Easement over part of Strata Lot 6 benefiting the owners of the common property and Strata Lots 1-11 for the purposes set out in Part 2 – paragraph (bb) below.	Common Property, Strata Lots 1 to 11
(v)	To the Common Property is annexed Easement FB44065 over Part of Strata Lot 7, VIS6274 shown as areas 3 & 4 on Plan VIP83058	Easement over part of Strata Lot 7 benefiting the owners of the common property and Strata Lots 1-11 for the purposes set out in Part 2 – paragraph (cc) below.	Common Property, Strata Lots 1 to 11
(w)	To the Common Property is annexed Easement FB44066 over Part of Strata Lot 8, VIS6274 shown as area 5 on Plan VIP83058	Easement over part of Strata Lot 8 benefiting the owners of the common property and Strata Lots 1-11 for the purposes set out in Part 2 – paragraph (dd) below.	Common Property, Strata Lots 1 to 11
(x)	Miscellaneous Notes VIP83059 SRW		Common Property

PART 2 – CHARGES, LIENS AND INTERESTS

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(a)	Covenant EN72975	Capital Regional District	Prior to the construction of any residential building or other use requiring a potable water supply, evidence must be provided to show the availability of a sufficient potable water supply to serve such building which meets the Canadian Drinking Water Standards. Note that although this Covenant charges the common property, potable water is available. A copy of this Covenant is attached as Exhibit "K".	Common Property
(b)	Covenant EN72977	Crown in Right of British Columbia Capital Regional District	Prior to the construction of any building or structure, a geotechnical report must be provided for approval, which report must confirm the lands may be safely used for its intended use. A copy of this Covenant is attached as Exhibit "L".	Common Property
(c)	Easement EN72993	Appurtenant to Lot 7, Plan VIP69361	Easement granted for the purposes of installing and maintaining a water line.	Common Property
(d)	Covenant ET71304	Capital Regional District	For the purpose of minimizing any impact the development on the Lands may have on the neighbouring East Sooke Regional Park, which is stated to be an important natural ecosystem. To this end, a "Park Impact Report" (as set out therein) is to be submitted before any subdivision or construction on the Lands occurs, and the reasonable recommendations of such report are to be followed during construction. Although this Covenant will continue to charge the common property and all the Strata Lots, only Strata Lots 7 and 8 in the Development border East Sooke Regional Park, and only these two lots are subject to a 10-metre setback from East Sooke Regional Park, and must ensure that all their drainage is directed away from the Park. Building construction in the rest of the Development will have no impact on East Sooke Regional Park. A copy of this Covenant is attached as Exhibit "M".	Common Property, Strata Lots I to II

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(e)	Covenant ET71308, as modified by EV35008	Capital Regional District	<p>For the purpose of minimizing any impact the development on the Lands may have on the neighbouring East Sooke Regional Park, which is stated to be an important natural ecosystem. To this end, a "Park Impact Report" (as set out therein) is to be prepared and the reasonable recommendations contained therein are to be addressed before any construction on the Lands occurs, and the reasonable recommendations of such report are to be followed during construction. Although this Covenant will continue to charge the common property and all the Strata Lots, only Strata Lots 7 and 8 in the Development border East Sooke Regional Park, and only these two lots are subject to a 10-metre setback from East Sooke Regional Park, and must ensure that all their drainage is directed away from the Park. Building construction in the rest of the Development will have no impact on East Sooke Regional Park.</p> <p>A copy of this Covenant, together with a copy of the Modification, are attached as Exhibit "N".</p>	Common Property, Strata Lots 1 to 11

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(f)	Covenant ET71312	Capital Regional District	<p>This Covenant places certain restrictions on the Lands (as set out therein), for the purposes of:</p> <ul style="list-style-type: none"> (a) protecting, preserving, conserving, maintaining, and enhancing the Lands and the "Amenities" in their natural state (and "Amenities" is defined as the natural, environmental, wildlife and native plant values relating to the Lands); (b) minimizing the impact on the Amenities caused by the building and site development; (c) providing for the location and installation of public pedestrian trails on the Lands; and (d) providing for the connection of certain parcels of land to the Community Water Line, <p>(these purposes shall be collectively referred to hereafter as the "Protection of Amenities Purposes").</p> <p>A copy of this Covenant is attached as Exhibit "O".</p>	Common Property, Strata Lots 1 to 11
(g)	Covenant ET71316	Capital Regional District	<p>This Covenant places certain restrictions on the Lands (as set out therein), for the Protection of Amenities Purposes.</p> <p>A copy of this Covenant is attached as Exhibit "P".</p>	Common Property
(h)	Easement EX13458	Appurtenant to Lot H, Plan VIP77650	<p>Easement over parts in Plan VIP78285 for the purposes of laying down, installing, constructing, operating, maintaining and repairing driveways, signage, lighting, tree cutting, pruning, utilities, electricity, cable, sewer, water drainage and landscaping.</p>	Common Property
(i)	Statutory Right of Way EX13468	The Owners, Strata Plan VIS5699	<p>Right of way granted over area 18 on Plan VIP78285 for the purpose of laying down, installing, constructing, operating, maintaining and repairing a sanitary sewer system and all necessary sewer lines and pipes, pumps, valves and other equipment necessary for the collection and carriage of sewage (together, "Sewage Purposes").</p>	Common Property

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(j)	Statutory Right of Way EX13476	The Owners, Strata Plan VIS5699	Right of way granted over area 18 on Plan VIP78285 for the following purposes: (a) Sewage Purposes; (b) laying down, installing, constructing and maintaining a driveway access; and (c) laying down, installing, constructing, operating, maintaining and repairing a storm drain system and all necessary lines and pipes, pumps, valves and other equipment necessary for the collection and carriage of drain water.	Common Property
(k)	Statutory Right of Way EX27725	Capital Regional District	Right of way granted over parts in Plan VIP78526 for the purpose laying down, installing, constructing, trenching, operating, maintaining, inspecting, altering, removing, replacing, burying, cleansing, stringing and otherwise establishing one or more systems of waterworks including all conduits, pipes, valves, fittings and facilities, including hydro and drainage in connection therewith (together, " Waterworks Purposes ").	Common Property
(l)	Statutory Right of Way EX27726	British Columbia Hydro and Power Authority	Right of way granted for all things and components necessary or convenient for the purposes of transmitting and distributing electricity and telecommunication purposes (together, " BC Hydro's Purposes ").	Common Property, Strata Lots 1 to 11
(m)	Statutory Right of Way EX27727	Telus Communications Inc.	Right of way granted for all things and components necessary or convenient for the purpose of telecommunications and data transmission (together, " Telus' Purposes ").	Common Property, Strata Lots 1 to 11
(n)	Mortgage FA64030	Royal Bank of Canada	Mortgage over Strata Lots 1 to 11 (To be discharged by the Developer in accordance with Section 4.3 of the Disclosure Statement)	Strata Lots 1 to 11

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(o)	Easement FB44038, and related Priority Agreement FB44039	Appurtenant to Strata Lots 7 to 9	Easement over part shown as Area 1 on Plan VIP83058 for the purpose of laying down and constructing all necessary wires, conduits, pumps, lines, sewers and pipes as may be necessary for the collection, carriage and disposal of storm water (" Storm Water Purposes ") and for the distribution of hydro, telephone and cable and other lines, wires or other materials required for the transmission of energy and communications (" Energy and Communications Purposes ", and together with Storm Water Purposes, the " Storm Water, Energy and Communications Purposes "). Priority Agreement granting Easement FB44038 priority over Mortgage FA64030	Strata Lot 6
(p)	Easement FB44040, and related Priority Agreement FB44041	Appurtenant to Strata Lots 7 to 11	Easement over part shown as area 2 on Plan VIP83058 for Storm Water Purposes. Priority Agreement granting Easement FB44040 priority over Mortgage FA64030	Strata Lot 6
(q)	Easement FB44042, and related Priority Agreement FB44043	Appurtenant to Strata Lots 8 to 11	Easement over part shown as area 3 on Plan VIP83058 for the purpose of laying down and constructing all necessary wires, conduits, pumps, lines, sewers and pipes as may be necessary for the collection, carriage and disposal of liquid waste and storm water, and for Energy and Communications Purposes. Priority Agreement granting Easement FB44042 priority over Mortgage FA64030	Strata Lot 7
(r)	Easement FB44044, and related Priority Agreement FB44045	Appurtenant to Strata Lots 6, 8 and 11	Easement over part shown as area 4 on Plan VIP83058 for Storm Water Purposes. Priority Agreement granting Easement FB44044 priority over Mortgage FA64030	Strata Lot 7

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(s)	Easement FB44046, and related Priority Agreement FB44047	Appurtenant to Strata Lots 9 to 11	Easement over part shown as areas 5 & 11 on Plan VIP83058 for the same purposes as set out in Part 2 - paragraph (q) above. Priority Agreement granting Easement FB44046 priority over Mortgage FA64030	Strata Lot 8
(t)	Easement FB44048, and related Priority Agreement FB44049	Appurtenant to Strata Lot 8	Easement over part shown as area 6 on Plan VIP83058 for the purpose of laying down and constructing all necessary pumps, lines, sewers and pipes as may be necessary for the collection, carriage and disposal of liquid waste. Priority Agreement granting Easement FB44048 priority over Mortgage FA64030	Strata Lot 9
(u)	Easement FB44050, and related Priority Agreement FB44051	Appurtenant to Strata Lot 8	Easement over part shown as area 7 on Plan VIP83058 for the same purposes as set out in Part 2 - paragraph (q) above. Priority Agreement granting Easement FB44050 priority over Mortgage FA64030	Strata Lot 9
(v)	Easement FB44052, and related Priority Agreement FB44053	Appurtenant to Strata Lot 8	Easement over part shown as area 8 on Plan VIP83058 for the purposes of access, egress and ingress over and upon a driveway to be constructed within the easement area, and for the installation of water pipes, electrical and telephone conduits, sewer and drainage pipes and for the passage of water, sewage, storm water, hydro, telephone cable and other utilities within the easement area. Priority Agreement granting Easement FB44052 priority over Mortgage FA64030	Strata Lot 9

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(w)	Easement FB44054, and related Priority Agreement FB44055	Appurtenant to Strata Lot 11	Easement over part shown as area 9 on Plan VIP83058 for the purpose of laying down and constructing all necessary pumps, lines and pipes as may be necessary for the carriage of water. Priority Agreement granting Easement FB44054 priority over Mortgage FA64030	Strata Lot 10
(x)	Easement FB44056, and related Priority Agreement FB44057	Appurtenant to Strata Lot 10	Easement over part shown as area 10 on Plan VIP83058 for the same purposes as set out in Part 2 – paragraph (q) above. Priority Agreement granting Easement FB44056 priority over Mortgage FA64030	Strata Lot 11
(y)	Easement FB44058, and related Priority Agreement FB44060	Appurtenant to Strata Lot 6	Easement over part shown as areas 3 & 4 on Plan VIP83058 for the same purposes as set out in Part 2 – paragraph (v) above. Priority Agreement granting Easement FB44058 priority over Mortgage FA64030	Strata Lot 7
(z)	Easement FB44059, and related Priority Agreement FB44061	Appurtenant to Strata Lot 6	Easement over part shown as area 5 on Plan VIP83058 for the same purposes as set out in Part 2 – paragraph (y) above. Priority Agreement granting Easement FB44059 priority over Mortgage FA64030	Strata Lot 8
(aa)	Easement FB44062, and related Priority Agreement FB44063	Appurtenant to Strata Lot 7	Easement over part shown as area 5 on Plan VIP83058 for the same purposes as set out in Part 2 – paragraph (y) above. Priority Agreement granting Easement FB44062 priority over Mortgage FA64030	Strata Lot 8

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(bb)	Easement FB44064, and related Priority Agreement FB44067	Appurtenant to Common Property	Easement over part shown as areas 1 & 2 on Plan VIP83058 for Storm Water, Energy and Communications Purposes (as defined in Part 2 – paragraph (o) above). Priority Agreement granting Easement FB44064 priority over Mortgage FA64030	Strata Lot 6
(cc)	Easement FB44065, and related Priority Agreement FB44068	Appurtenant to Common Property	Easement over part shown as Areas 3 & 4 on Plan VIP83058 for Storm Water, Energy and Communications Purposes. Priority Agreement granting Easement FB44065 priority over Mortgage FA64030	Strata Lot 7
(dd)	Easement FB44066, and related Priority Agreement FB44069	Appurtenant to Common Property	Easement over part shown as area 5 on Plan VIP83058 for Storm Water, Energy and Communications Purposes. Priority Agreement granting Easement FB44066 priority over Mortgage FA64030	Strata Lot 8
(ee)	Statutory Right of Way FB44070	Shaw Cablesystems Limited	Right of way granted for the installation of works (including conduits, cables, pipes, transformers, poles, valves, meters, drainage facilities, communications transmission facilities and electrical energy transmission facilities) relating to Shaw’s business and undertaking as a communications company and public utility (together, “ Shaw’s Purposes ”).	Strata Lots 6 to 11
(ff)	Statutory Right of Way FB44071	British Columbia Hydro and Power Authority	Right of way granted for BC Hydro’s Purposes (as defined above in Part 2 – paragraph (l))	Strata Lots 6 to 11
(gg)	Statutory Right of Way FB44072	Telus Communications Inc.	Right of way granted for Telus’ Purposes (as defined above in Part 2 – paragraph (m))	Strata Lots 6 to 11
(hh)	Statutory Right of Way FB44073	Capital Regional District	Right of way granted for Waterworks Purposes (as defined above in Part 2 – paragraph (k)).	Common Property

	<u>Instrument</u>	<u>Owner of Charge</u>	<u>Summary of Charge</u>	<u>Affected Property or Strata Lot</u>
(ii)	Statutory Right of Way FB44074	Shaw Cablesystems Limited	Right of way granted for Shaw's Purposes.	Common Property

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EN072975

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LAND TITLE ACT
FORM C EN072976

RECEIVED - VICTORIA
LAND TITLE OFFICE

ED - YSCT081A(219)
TITLE OFFICE

Province of British Columbia
GENERAL INSTRUMENT - PART 1

Fee: \$110.00
Page 1 of 7

2 # 55 chg

1. APPLICATION: No. 10270, PATTERSON ADAMS, 360-2991, 402-707 Fort St., P.O. Box 1231,
Victoria, B.C., V8W 2T6, File: 11047.001 DBA/lpn

Per: 
Karen Hughes, Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
SEE ATTACHED SCHEDULE

ALL

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant and Priority Agreement	Part 2 attached Page 6	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only):

- (a) Filed Standard Charge Terms D.F. No. 01 99/08/10 15:05:11 01 VI 180961
- (b) Express Charge Terms Annexed as Part 2 CHARGE \$110.00
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 of in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

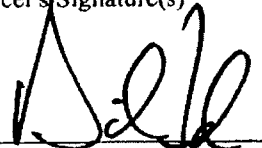
5. TRANSFEROR(S):
SILVER SPRAY INVESTMENTS INC. (Inc. #526957), TERRAPIN MORTGAGE INVESTMENT
CORP. (Inc. #171844), WILLIAM ROSS CABEEN and WENDY CABEEN, CONSTANCE BARBARA
ADAMIC and CANADIAN WESTERN TRUST COMPANY

6. TRANSFEREE(S):
CAPITAL REGIONAL DISTRICT, Building Department, having an office at 2205 Otter Point
Road, Sooke, B.C., V0S 1N0

7. ADDITIONAL OR MODIFIED TERMS: n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer's Signature(s)

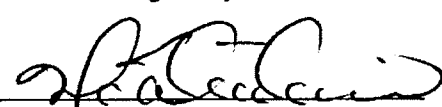

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

Execution Date

Y	M	D
99	8	10

Party(ies) Signature(s)

SILVER SPRAY INVESTMENTS INC. by its
authorized signatory:


Michael Victor Thornton

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature(s)

Execution Date

Party(ies) Signature(s)

Y M D

**TERRAPIN MORTGAGE
INVESTMENT CORP.** by its
authorized signatories:

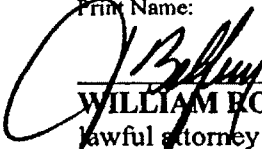
Print Name:

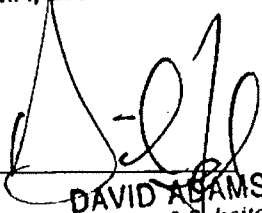

JOHN D. MULLIN
BARRISTER & SOLICITOR
102-3930 SHELBOURNE ST.
VICTORIA, B.C. V8P 5P6

99 / 08 / 05

99 8 4

Print Name:


WILLIAM ROSS CABEEN by his
lawful attorney **JAMES ALBERT
BELFRY**


DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6


WENDY CABEEN by her lawful
attorney **JAMES ALBERT BELFRY**


CONSTANCE BARBARA ADAMIC
BY HER LAWFUL ATTORNEY JAMES ALBERT BELFRY

**CANADIAN WESTERN TRUST
COMPANY** 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.



LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature(s)

Execution Date

Party(ies) Signature(s)

MARK R. DAVIES
Barrister & Solicitor

300 - 1111 MELVILLE STREET
VANCOUVER, B.C.
V6E 4H7
TEL. (604) 682-3664

Y M D

99 08 12
99 10 05
99 8 4
99 08 13

TERRAPIN MORTGAGE
INVESTMENT CORP. by its
authorized signatories:

original

Print Name:

JEFF MORGAN

Print Name:

WILLIAM ROSS CABEEN by his
lawful attorney JAMES ALBERT
BELFRY

WENDY CABEEN by her lawful
attorney JAMES ALBERT BELFRY

CONSTANCE BARBARA ADAMIC
By her lawful attorney James Albert Belfry

CANADIAN WESTERN TRUST
COMPANY by its authorized
signatory(ies)

Print Name:

DIANE BAYLIS, TRUST ADMIN

Print Name:

HEATHER TSUMURA TRUST ADMIN.

JOHN D. MULLIN
BARRISTER & SOLICITOR
102-3930 SHELBOURNE ST.
VICTORIA, B.C. V8P 5P6

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

ARNON A. DACHNER
Barrister & Solicitor
ERASER MILNER
1500 - 1040 West Georgia St.
Vancouver, B.C. V6E 4H8
Telephone (604) 687-4460

original

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.

LAND TITLE ACT
FORM E
SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)

_____	Lot 1, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 2, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 3, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 4, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 5, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 6, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 7, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 8, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 9, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 10, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 11, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>

NB - Lots 1-7 in Sec 78
Lots 8-11 in Sec. 83



LAND TITLE ACT
FORM C
(Section 219)
PROVINCE OF BRITISH COLUMBIA
GENERAL INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands more particularly described in Item 2 of Part 1 of this Form C (the "Land" or sometimes individually the "Lot").
- B. The Transferee wishes to ensure that there is an adequate supply of potable water for any residential building constructed on any Lot charged by this Covenant.
- C. Some of the Lots may require the installation of desalination or water purification equipment to satisfy the requirement for potable water.
- D. The Transferor has agreed to enter into this Agreement and to register it against the title to the Land as a covenant under s. 219 of the *Land Title Act*.

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties covenant and agree with each other as follows:


1. The Transferor covenants and agrees not to construct nor allow to be constructed on any Lot, any building intended for residential use or for any use requiring a potable water supply unless the Transferor has provided evidence to the Transferee, in a form satisfactory to the Transferee, of the availability of a sufficient potable water supply to serve that building which meets the Canadian Drinking Water Standards.
2. The Transferor will forthwith after execution hereof by the Transferor, at its own expense, do or cause to be done all acts or things necessary to ensure that this documents is registered against the title to Lots 1 to 11, Sections 78 and 83, Sooke District, Plan VIP 69361, in priority over all financial charges and encumbrances registered against title to such Land.
3. The Transferor will pay all costs and expenses of performing the obligations hereby created.
4. The Transferor will upon the reasonable request of the Transferee make, do execute or cause to be made, done or executed, all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or more perfect and absolute performance of the grants, covenants, promises and agreements herein set forth as may be requisite.
5. The Transferee may at any time and without the consent of the Transferor, release or cause to be released this document against the title to Lots 1 to 11, Sections 78 and 83, Sooke District, Plan VIP 69361 in the Victoria Land Title Office and upon such release, this Section 219 Covenant shall be void and of no further force and effect.

6. Any notice required to be given to the Transferee shall be delivered to the office of the Transferee, 2205 Otter Point Road, Sooke, B.C. or such other office of the Transferee as the Transferee notifies the Transferor in writing.
7. These presents shall enure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
8. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss arising out of or connected with the breach of any covenant in this Agreement.
9. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with the breach of any covenant in this Agreement.
10. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Transferor.
11. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms and conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar



CONSENT & PRIORITY

12. TERRAPIN MORTGAGE INVESTMENT CORP. by its execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered under number EM109692 and Assignment of Rents registered under number EM109693, registered in the Victoria Land Title Office on November 16, 1998 as charges on the Land.
13. WILLIAM ROSS CABEEN and WENDY CABEEN, by their execution of this document, do hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on November 13, 1998 under registration number EM109162 as a charge on the Land.
14. CONSTANCE BARBARA ADAMIC, by her execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on March 5, 1999 under registration number EN18715 as a charge on the Land.
15. CANADIAN WESTERN TRUST COMPANY, by its execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on May 17, 1999 under registration number EN42118 as a charge on the Land.



Approving Officer
Ministry of Transportation and Highways

END OF DOCUMENT

18

LAND TITLE ACT

99 AUG 10 15 011

EN072977

15 FORM C

EN072978

(Section 219)

RECEIVED - VICTORIA
LAND TITLE OFFICE

Province of British Columbia

GENERAL INSTRUMENT - PART 1

2 # 55 chg

Fee: \$110.00
Page 1 of 6

Karen Hughes, Agent

1. APPLICATION: No. 10270, PATTERSON ADAMS, 360-2991, 402-707 Fort St., P.O. Box 1271, Victoria, B.C., V8W 2T6, File: 11047.001 DBA/lpn

Per:

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
SEE ATTACHED SCHEDULE

All

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant and Priority Agreement	Part 2 attached Page 5	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only):

- (a) Filed Standard Charge Terms ... D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release ... There is no Part 2 of this instrument

01 99/08/10 15:05:26 01 VI 180961
CHARGE \$110.00

A selection of (a) includes any additional or modified terms referred to in item 7 of in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

SILVER SPRAY INVESTMENTS INC. (Inc. #526957), TERRAPIN MORTGAGE INVESTMENT CORP. (Inc. #171844), WILLIAM ROSS CABEEN and WENDY CABEEN, CONSTANCE BARBARA ADAMIC and CANADIAN WESTERN TRUST COMPANY

6. TRANSFEREE(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by The Minister of Transportation and Highways, having an office at 940 Blanshard Street, Victoria, B.C., V8W 3E6 and CAPITAL REGIONAL DISTRICT, having an office at 524 Yates Street, Victoria, B.C., V8W 1K8

7. ADDITIONAL OR MODIFIED TERMS: n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer's Signature(s)

Execution Date

Party(ies) Signature(s)

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

Y	M	D
99	8	10

SILVER SPRAY INVESTMENTS INC. by its authorized signatory:

Michael Victor Thornton

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature(s)

Execution Date

Party(ies) Signature(s)

Y	M	D
99	10	05
99	8	4

TERRAPIN MORTGAGE INVESTMENT
CORP. by its authorized signatories:

Print Name:

Print Name:

WILLIAM ROSS CABEEN by his lawful
attorney JAMES ALBERT BELFRY

WENDY CABEEN by her lawful attorney
JAMES ALBERT BELFRY

CONSTANCE BARBARA ADAMIC
By her lawful attorney James Albert Belfry

CANADIAN WESTERN TRUST
COMPANY by its authorized
signatory(ies)

Print Name:

Print Name:

JOHN D. MULLIN
BARRISTER & SOLICITOR
102-3930 SHELBOURNE ST.
VICTORIA, B.C. V8P 5P6

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

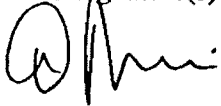
OFFICER CERTIFICATION:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature(s)



MARK R. DAVIES
Barrister & Solicitor
300 - 1111 MELVILLE STREET
VANCOUVER, B.C.
V6E 4H7
TEL. (604) 682-3664


Execution Date

Y	M	D
99	08	12
99	10	05
99	8	4
99	08	13

Party(ies) Signature(s)

TERRAPIN MORTGAGE INVESTMENT
CORP. by its authorized signatories:

Print Name:


JEFF MORCAN

original

Print Name:

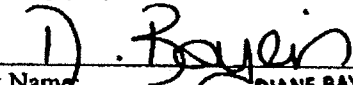

WILLIAM ROSS CABEEN by his lawful
attorney JAMES ALBERT BELFRY


WENDY CABEEN by her lawful attorney
JAMES ALBERT BELFRY

CONSTANCE BARBARA ADAMIC
157 Hill Street, Victoria, B.C. V8W 2T6

CANADIAN WESTERN TRUST
COMPANY by its authorized
signatory(ies)

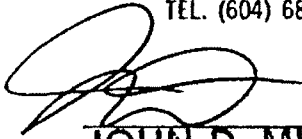
Print Name:


DIANE BAYLIS, TRUST ADMIN

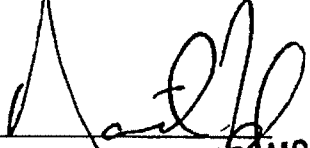
original

Print Name:


HEATHER TSUMURA TRUST ADMIN.



JOHN D. MULLIN
BARRISTER & SOLICITOR
102-3930 SHELBOURNE ST.
VICTORIA, B.C. V8P 5P6



DAVID ADAMS
Barrister & Solicitor
402-707 Fern Street
Victoria, B.C. V8W 2T6



ARNON A. DACHNER
Barrister & Solicitor
FRASER MILNER
1500 - 1040 West Georgia St.
Vancouver, B.C. V6E 4H8
Telephone (604) 687-4460

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.



LAND TITLE ACT
FORM E
SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)

_____	Lot 1, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 2, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 3, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 4, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 5, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 6, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 7, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 8, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 9, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 10, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>
_____	Lot 11, Sections 78 and 83, Sooke District, Plan VIP <u>69361</u>

NB. Lots 1-7 in Sec. 78
Lots 8-11 in Sec. 83



LAND TITLE ACT
FORM C
(Section 219)
PROVINCE OF BRITISH COLUMBIA
GENERAL INSTRUMENT - PART 2

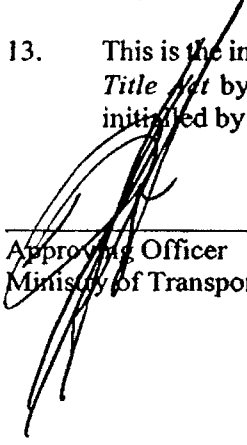
WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands more particularly described in Item 2 of Part 1 of this Form C (the "Land").
- B. The Transferor has agreed to enter into this Agreement and to register it against the title to the Land as a covenant under s. 219 of the *Land Title Act*.

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties covenant and agree with each other as follows:

1. The Transferor shall not construct any buildings or structures on the Land for which a building permit is required unless the Transferor provides a report certified by a professional engineer with experience and qualifications in geotechnical engineering (the "Geotechnical Report") to the Provincial Approving Officer confirming that the Land may be used safely for the use intended by such buildings or structures and until the Provincial Approving Officer has approved the Geotechnical Report in writing which approval shall not be unreasonably withheld.
2. The Transferor will forthwith after execution hereof by the Transferor and the Transferee, at its own expense, do or cause to be done all acts or things necessary to ensure that this documents is registered against the title to Lots 1 to 11, Sections 78 and 83, Sooke District, Plan VIP 69361.
3. The Transferor will pay all costs and expenses of performing the obligations hereby created.
4. The Transferor will upon the reasonable request of the Transferee make, do execute or cause to be made, done or executed, all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or more perfect and absolute performance of the grants, covenants, promises and agreements herein set forth as may be requisite.
5. The Transferee may at any time and without the consent of the Transferor, release or cause to be released this document against the title to Lots 1 to 11, Sections 78 and 83, Sooke District, Plan VIP 69361 in the Victoria Land Title Office and upon such release, this Section 219 Covenant shall be void and of no further force and effect.
6. Any notice required to be given to the Provincial Approving Officer shall be delivered to the South Island District Office of the Ministry of Transportation and Highways, 103 - 4475 Viewmont Road, Victoria, B.C. or such other office of the South Island District as the Transferee notifies the Transferor in writing.

7. These presents shall enure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
8. TERRAPIN MORTGAGE INVESTMENT CORP. by its execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered under number EM109692 and Assignment of Rents registered under number EM109693, registered in the Victoria Land Title Office on November 16, 1998 as charges on the Land.
9. WILLIAM ROSS CABEEN and WENDY CABEEN, by their execution of this document, do hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on November 13, 1998 under registration number EM109162 as a charge on the Land.
10. CONSTANCE BARBARA ADAMIC, by her execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on March 5, 1999 under registration number EN18715 as a charge on the Land.
11. CANADIAN WESTERN TRUST COMPANY, by its execution of this document, does hereby agree that this Section 219 Covenant shall rank in priority to its Mortgage registered in the Victoria Land Title Office on May 17, 1999 under registration number EN42118 as a charge on the Land.
12. These presents shall enure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
13. This is the instrument creating the condition or covenant entered into under Section 215 of the *Land Title Act* by the registered owner referred to herein and shown on the plan of subdivision and initialed by me.



Approving Officer
Ministry of Transportation and Highways

END OF DOCUMENT

Exhibit "M"

54

ET071305

26 JUN 2002 09 54

ET071304

LAND TITLE ACT
Form C (Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 20 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Staples McDannold Stewart
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria, BC V8W 1B3 380-7744
File #111 1022/PARK IMPACT REPORT SLI #3/CS/WG

BURNS SERVICES

[Signature]
Authorized Signatory 10303

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) 005-993-971
(Legal Description)

All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

3. Nature of Interest Description: SEE SCHEDULE
Document Reference (page & paragraph)
Person Entitled to Interest

4. Terms: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No. Annexed as Part 2
There is no Part 2 of this instrument

01 02/06/26 09:54:55 01 VI 399070
CHARGE \$110.00

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s)(Grantor(s)):
SPIKE LEVINE INVESTMENTS INC. (#A55736), ISLAND SAVINGS CREDIT UNION

6. Transferee(s)(Grantee(s)): (including postal address(es) and postal code(s)) *
CAPITAL REGIONAL DISTRICT, 524 Yates Street, Victoria, B.C. V8W 2S6

7. Additional or Modified Terms: N/A

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature:

[Signature]

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

(as to both signatures)

Execution Date:

Y	M	D
2002	5	29

Party(ies) Signature:

Spike Levine Investments Inc. by its authorized signatories:

[Signature]
Print Name:

MICHAEL LEVINE
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.

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
Form D

EXECUTIONS CONTINUED

Page 2

Officer Signature:

Execution Date:

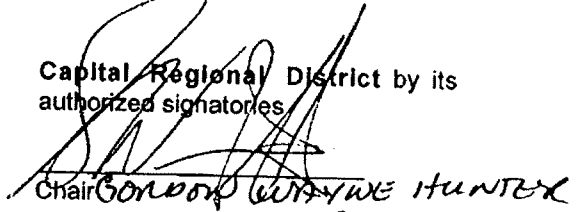
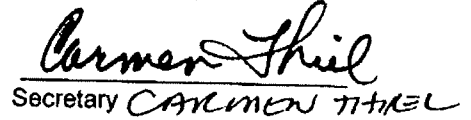
Party(ies) Signature:



Gary E. Hinde
Capital Regional District
524 Yates Street, Victoria, B.C. V8W 2S6
A Commissioner for Taking Affidavits
in the Province of British Columbia
(as to both signatures)

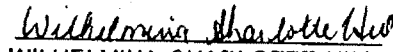
Y	M	D
2002	6	25
2002	05	31

Capital Regional District by its
authorized signatories


Chair GORDON WAYNE HUNTER
Secretary CARMEN THIEL

As to priority

Island Savings Credit Union by its
authorized signatories


WILHELMINA CHARLOTTE HILL
Commissioner for taking Affidavits
for British Columbia
Island Savings Credit Union
300 - 499 Canada Avenue
Duncan, BC V9L 1T7

(as to both signatures)

Print Name: GREG CLIFFORD

Print Name: JAMES N.S. STINERUB

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.

**LAND TITLE ACT
Form E
SCHEDULE**

Page 3

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3.	Nature of Interest Description	Document Reference (page & paragraph)	Person Entitled to Interest
	S. 219 <i>Land Title Act</i> Covenant	Entire Document except Paragraph 5.1	Grantee
	Priority Agreement over #ET18261 and #ET18262	Paragraph 5.1	Grantee

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Grantor Spike Levine Investments Inc. is the registered owner of certain lands legally described as:

P I D 005-993-971

All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

(the "Land");

B. The Grantee is the Capital Regional District;

C. The Grantor wishes to develop the Land and have applied to the Grantee to rezone the Land;

D. The Land is adjacent to East Sooke Regional Park, an important natural ecosystem used as a regional park by the public;

E. The Grantor and the Grantee wish to minimize impact of the proposed development of the Land on East Sooke Regional Park and has agreed to grant to the Grantee a Covenant pursuant to section 219 of the *Land Title Act* to restrict the use and development of the Land in order to protect East Sooke Regional Park to the extent provided in the Covenant.

NOW THEREFORE in consideration of the payment of \$10.00 by the Grantee to the Grantor, the receipt and sufficiency of which is acknowledged by the Grantor, and in consideration of the promises exchanged below, the parties agree as follows:

1.0 Interpretation

1.1 In this Agreement,

(i) **"Construct"** or **"Construction"** includes excavation, removal or placement of fill and cutting and removal of vegetation in connection with the building of any building, structure or manufactured home.

(ii) **"Initial Development Area"** means that part of the Land lying within the area shown in heavy outline on the Plan of Covenant prepared by Michael S. Manson, B.C.L.S., dated May 9, 2002, a reduced print of which is attached hereto as Schedule "A" and that part of the Land used for a sewage disposal system required to serve the Initial Development Area.

*Plan
VIP73879*

- (iii) "Land" means any and all parts of the Land.
- (iv) "Park Impact Report" means a report containing an assessment of the proposed development of the Land on:
 - (a) the natural environment of the East Sooke Regional Park;
 - (b) visitors' experience of East Sooke Regional Park as a regional wilderness park; and
 - (c) future management costs to CRD Parks;prepared by a consultant selected by the Grantee and paid for by the Grantor and prepared in accordance with the terms of reference attached as Schedule "B".
- (v) "Zoning Bylaw" means the Zoning Bylaw of the Capital Regional District or its successor applicable to the Land.

1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.3 Headings are for reference only and do not form part of this Agreement.

2.0 Intent of Agreement

2.1 The parties agree that the general intent of this Agreement is to minimize the impact of the development of the Land on the adjacent East Sooke Regional Park.

3.0 Restrictions on Subdivision and Development of the Land

3.1 The Grantor covenants and agrees that it will not subdivide the Land or construct or cause to be constructed or placed, any building, structure or manufactured home on the Land until it has first, at its cost, submitted to the Grantee a Park Impact Report.

3.2 Sections 3.1 and 3.3 do not apply to that part of the Land contained within the Initial Development Area.

3.3 The Grantor covenants and agrees that:

- (a) it shall not construct or place any building, structure or manufactured home on the Lands until it has addressed the reasonable recommendations or requirements of the Park Impact Report relating only to the CRD's management of East Sooke Regional Park; and
- (b) it shall, as part of the construction of any building, structure or manufactured home on the Land, carry out all such construction in accordance with the reasonable recommendations or requirements of the Park Impact Report.

- 3.4 Section 3.3 shall not be interpreted as:
- (a) requiring the relocation of, or prohibiting the construction, placement, location of windows or lighting of any building or manufactured home permitted to be constructed or placed under the Zoning Bylaw; or
 - (b) preventing development to the density permitted under the Zoning Bylaw.
- 3.5 If the Grantor wishes to dispute whether or not a recommendation or requirement of the Park Impact Report is reasonable, it may, by written notice to the Grantee, refer the matter to arbitration pursuant to the terms of the *Commercial Arbitration Act* of British Columbia. The cost of arbitration shall be awarded by the arbitrator, whose decision shall be final and binding upon both parties.
- 4.0 **General**
- 4.1 The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses, or legal fees whatsoever which the Grantee or any other person has or may have against the Grantee or which the Grantee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the breach of any covenant contained in this Agreement.
- 4.2 The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Grantor can or may have against the Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of or connected with the breach of any covenant in this Agreement.
- 4.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
- 4.4 The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
- 4.5 The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of the Grantor's ownership of the Land.

- 4.6 The Grantee shall forthwith deliver to the Grantor a registrable discharge of this Covenant if:
- (a) the Grantee has not adopted Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, and Bylaw No. 2951, A Bylaw to Amend Bylaw No. 2040, "Sooke Land Use Bylaw, 1992", (the "Bylaws"), within six months of the approval of Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, under section 913 of the *Local Government Act*; or
 - (b) the Bylaws are amended, repealed or held invalid by a Court of competent jurisdiction, except that this Covenant shall not be discharged in respect of any Parcel to the extent that the Grantor is entitled to complete the development and continue to use such Parcel for the uses permitted under the Bylaws or under section 911 of the *Local Government Act* or successor legislation.
- 4.7 At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 4.8 The Grantor shall retain at its cost a B.C. Land Surveyor approved by the Grantee, acting reasonably for the purpose of preparing the Covenant Plan.
- 4.9 Time is to be the essence of this Agreement.
- 4.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- 4.11 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 4.12 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 4.13 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 4.14 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

5.0 Priority Agreements

- 5.1 Island Savings Credit Union as the registered holder of a charge by way of Mortgage and Assignment of Rents against Land which said charge is registered in the Land Title Office at Victoria, British Columbia, under #ET18261 and #ET18262 respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the Land in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

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

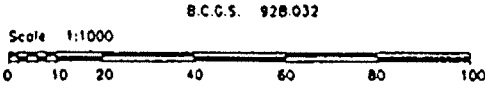
SCHEDULE "A"

REFERENCE PLAN OF COVENANT OVER PART OF SECTION 78, SOOKE DISTRICT

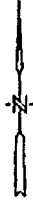
(PREPARED PURSUANT TO SECTION 99(1) OF THE LAND TITLE ACT)

PLAN _____

Deposited in the Land Title Office of Victoria, B.C. this _____ day of _____, 2002.



Registrar



Legend _____

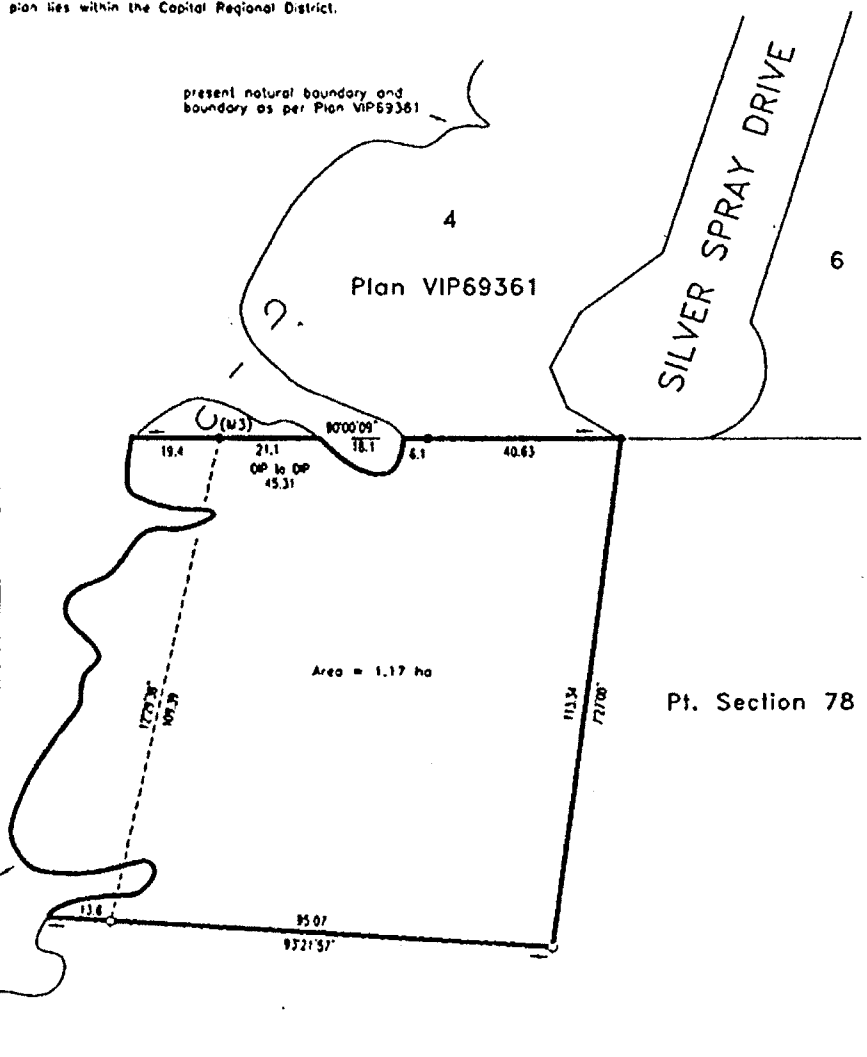
- Standard Iron Post found
- Standard Iron Post set

Bearings are astronomic and derived from Plan VIP69361

This plan lies within the Capital Regional District.

TRAVERSE TABLE OF TIES TO THE NATURAL BOUNDARY

At OIP M3 (Base Point)	Bearing	Distance
W87	270°00'09"	19.4
W88	243°29'30"	24.1
W89	217°26'41"	10.7
W90	172°20'26"	16.6
W91	201°36'45"	21.7
W92	219°16'53"	25.3
W100	217°02'59"	37.3
W101	224°36'47"	47.3
W102	221°53'26"	52.5
W103	206°03'54"	53.9
W104	210°23'20"	60.2
W105	206°21'52"	65.0
W106	208°58'16"	84.4
W107	208°04'41"	98.7
W108	204°02'47"	103.7
W109	200°00'18"	102.4
W110	193°06'01"	99.6
W296	189°43'41"	94.1
W295	188°07'24"	85.5
W111	189°31'03"	102.8
W112	194°01'19"	104.1
W113	199°15'57"	109.3
557	189°20'16"	112.3



I, Michael S. Manson, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally supervised the survey as represented by this plan and that the survey and plan are correct. The survey was completed on the 9th day of May, 2002.

Michael S. Manson
B.C.L.S.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria and Nanaimo, B.C. phone 727-2214
File: 21689

SCHEDULE B

Terms of Reference

Assessment
of thePotential Impacts to the Natural Environment, Visitors' Experience and Future
Management Of East Sooke Regional Park
from the Proposed Silver Spray DevelopmentAugust 18, 2000
(revised September 20, 2000)**Background**

A large-scale development (areas A, B, C and D on Attachment 1) is proposed on the Silver Spray property to the west of East Sooke Regional Park on southeast Vancouver Island. This development includes over a hundred and twenty residential units, a golf course, and an eco-lodge on coastal and upland areas. A considerable amount of land clearing and road building has already occurred on this property. The types, extent and effects of these activities on the Silver Spray property have been described by Robertson Environmental Services and Scott Resource Services (2000) and Sequoia Management Group (2000). However, there has been no assessment of the potential negative effects of the proposed development on East Sooke Regional Park.

The draft CRD Parks Master Plan states:

"CRD Parks may undertake an environmental impact assessment of an action taken on land outside a regional park or trail that could have an adverse impact on the natural environment of a regional park or trail. CRD Parks may ask the proponent of the action to pay for the environmental impact assessment."

The scale of the proposed Silver Spray development warrants an assessment of not only the effects of this development on the natural environment of East Sooke Regional Park, but also on the experience of visitors to the park and the implications for park management.

At their meeting of February 2, 2000 the CRD Parks Committee passed the following motions:

- "(1) that CRD Parks undertake an assessment of the potential impact of the proposed development for the Silver Spray property (as outlined in the December 3, 1999 rezoning application) on: (1) the natural environment and visitors' experience of East Sooke Regional Park; and (2) future management costs to CRD Parks;
- (2) that the proponent for the development be requested to pay for the assessment; . . ."

Therefore, the assessment of the Silver Spray development, as proposed in Attachment 1, will be made up of three sections:

1. An assessment of the potential negative effects of the proposed development on the natural environment of adjacent areas within the park
2. An assessment of the potential negative effects on the experience of visitors to the park given its classification as a *Regional Wilderness Area*
3. An estimate of potential increases to the costs of managing the park and park visitors

Project Management

The assessment will be undertaken by a consultant to CRD Parks and managed by the CRD Parks Environment Protection and Conservation Specialist. The cost of this assessment will be paid for by the proponent.

Environmental Assessment

Scope of the Environmental Assessment

The environmental assessment will identify the types and extent of potential negative effects on the natural environment of adjacent areas within East Sooke Regional Park ("the park") from the proposed development of the adjacent Silver Spray lands. The assessment will also provide recommendations for how potential negative effects can be prevented or mitigated given the development proposed.

The environmental assessment will focus on the western portion of the park between the boundary with Silver Spray and Pike Creek ("the study area") (Attachment 2). The portion of the Pike Creek watershed within the park that is down slope of the boundary with Silver Spray is included in the study area and is the primary focus.

Marine and intertidal environments adjacent to the park, and fish bearing streams within the park, are outside regional parks jurisdiction. CRD Parks has concerns about potential impacts in these areas and will require the consultant to contact the appropriate federal and provincial government agencies for information.

Requirements

The environmental assessment will address six subject areas: (1) watershed, freshwater, and marine, (2) vegetation, (3) wildlife and wildlife habitat, (4) rare and endangered species and ecosystems, (5) environmental contaminants, and (6) impacts from increased visitor use.

Watershed, Freshwater and Marine

- Groundtruth watershed boundaries relating to the border between Silver Spray and East Sooke Regional Park and Pike Creek (the relationship between watershed and property boundaries is illustrated on Attachment 3).
- Assess potential changes to hydrology (e.g., surface run off) and accompanying effects on soils, slope stability and vegetation within the study area as a result of the proposed development, and provide recommendations for preventing or mitigating these effects
- Identify and assess the potential negative effects to water quality, sedimentation, erosion and bank or channel stability of Pike Creek and its tributaries within the study area and provide recommendations for preventing or mitigating these effects
- Identify and assess potential negative effects to wetlands near and on the shared park boundary and provide recommendations for preventing or mitigating these effects
- Consult with the Ministry of Environment, Lands and Parks (Section 9 of the Water Act) with respect to potential negative effects to Pike Creek and associated fish and fish habitat
- Consult with personnel in the Department of Fisheries and Oceans (Fisheries Act) with respect to potential negative effects on marine and intertidal waters and habitats adjacent to the park

Vegetation

- Identify and assess potential negative effects on vegetation communities within the study area from the proposed development and provide recommendations for preventing or mitigating these effects
- Assess the potential for non-native plant species to invade the park as a result of the proposed development and make recommendations for the control of these species and for the types of species to avoid in landscaping during development

Wildlife and Wildlife Habitat

- Identify and assess the potential impacts to wildlife and wildlife habitat in the study area as a result of the proposed development and related increases in visitor use in the park, and make recommendations for preventing and mitigating these impacts
- Assess the potential effects of non-native and domestic animal invasions to native wildlife (and vegetation) in the park and make recommendations for preventing and mitigating these impacts

Rare and Endangered Species and Ecosystems

- Identify and assess the potential negative effects to any rare element occurrences¹ (i.e., red- and blue-listed terrestrial and aquatic plants, animals and plant communities) within the study area from the proposed development and make recommendations for preventing or mitigating these effects

Environmental Contaminants

- Assess the potential for faecal effluent from septic disposal fields, or other treatment methods in the proposed development, to enter the study area and make recommendations to prevent such introductions
- Assess the potential for chemical contaminants, such as herbicides, fungicides, pesticides and fertilizers to enter the study area as a result of the proposed development and make recommendations to prevent such introductions

Increased Visitor Use

- Identify and assess the negative effects to the natural environment from the new trails in the park proposed for Pike Point by the developer as shown on Attachment 1
- Recommend ways to prevent unauthorized access to the park from residences and the proposed trail along the park boundary shown in Attachment 1
- Identify a route for a coastal trail connection between Silver Spray and East Sooke Regional Park that would result in the least impact to the natural environment in the park

¹ Through consultations with the B.C. Conservation Data Centre

Assessment of the Impact on Visitors' Experience

Purpose

To assess potential negative effects on the experience of visitors to East Sooke Regional Park from the proposed Silver Spray development.

Requirements

- Predict the future increase in visitor use in the park as a result of the proposed development
- Identify and assess potential negative effects on the wilderness experience of visitors to the park for the proposed development and associated increase in visitors from the development
- Identify and assess any other potential negative effects on the activities and experiences of visitors using trails that may be influenced by activities and visitation from the proposed development

Assessment of Future Management Costs to CRD Parks

Purpose

To identify and assess potential increases in management costs to CRD Parks as a result of the proposed development.

Requirements

- Estimate costs for the development and maintenance of the new trails within the park as a result of the proposed development
- Identify future public information needs (e.g., signs at connecting trail heads) and associated costs as a result of the proposed development
- Identify future trail maintenance needs and associated costs on existing trails as a result of visitor use from the proposed development
- Identify and assess the potential impact on existing facilities (i.e., toilets, parking areas) from the increased visitation associated with the proposed development
- Identify the need for any new facilities as a result of the proposed development

Information Sources

- CRD Parks
- CRD Municipal Services (the agency overseeing the development of the Silver Spray property)
- Ministry of Environment, Lands and Parks
- Department of Fisheries and Oceans
- Conservation Data Center of British Columbia
- Rocky Point Bird Observatory Society
- Royal BC Museum

Information to be Provided to the Consultant

- 1:5,000 paper base maps of the western portion of East Sooke Regional Park and adjacent lands
- 1:5,000 plot of orthophoto of the western portion of East Sooke Regional Park and adjacent lands
- East Sooke Regional Park Inventory (CRD Parks, 1984)
- CRD Parks Master Plan (draft, April 2000)
- relevant approved development plans for the Silvery Spray property
- digital and 1:15,000 scale black and white aerial photography
- Sensitive Ecosystems Inventory (SEI), 1:20,000 map series
- Environmental Assessment prepared for Silver Spray Properties (Robertson Environmental Services and Scott Resource Services, 2000)
- Silver Spray Lands Inventory of Land Disturbance (Sequoia Management Group, 2000)
- A Guide for Photo documentation (RIC 1996)

Deliverables

Three copies of a written report, in plain language, that documents the stated requirements of the assessment including recommendations for preventing or mitigating negative effects on East Sooke Regional Park from the proposed Silver Spray development. The report should include photographs of key areas or environmental features relevant to the assessment.

1:5,000 and report maps showing:

- watershed boundaries relating to the property boundary between Silver Spray and East Sooke Regional Park and Pike Creek.
- areas within the park study area that are subject to negative effects attributable to alterations to hydrology from the proposed development (such as the introduction of chemicals, slope instability, changes in water flows, windthrow, trails)

- areas along the portion of the Pike Creek within the study area that could be affected by the proposed development
- areas along the coast of the park study area that could be affected by the proposed development
- areas of vegetation/ecosystems in the park study area that could be affected by the proposed development
- key wildlife habitat features (e.g., wetlands, raptor/heron nests) identified during the assessment that could be affected by the proposed development
- the location of all known rare element occurrences in the study area (subject to timing of field work) that could be affected by the proposed development
- areas within the study area that could be affected by the introduction of sewage effluent and chemicals as a result of the proposed development
- the locations in the park study area where new trails, signs or facilities would be required to serve the proposed the development

All mapping to be done on paper base maps and hard copy orthophoto provided (digital orthophoto available if required). An appropriate legend must be provided on all maps.

Required Qualifications of Consultant

- demonstrated experience with environmental impact assessments related to land development adjacent to natural areas
- demonstrated expertise in identifying options for preventing and mitigating impacts relating to development adjacent to natural areas
- at least one Registered Professional Biologist from Province of British Columbia on the consultant team playing a substantive role in the field work and assessment
- experience in hydrology, soils, and slope stability
- experience with provincial terrain, vegetation and wildlife inventory and assessment methodologies
- competent in the identification of rare or endangered species (rare element occurrences) to ensure that voucher specimens are not required

- must have experience in addressing park management issues such as trails and facilities and visitor experience

Information to be Provided in Project Proposals

Proposals must include, but are not limited to:

- an overview of the consultant's approach to the project
- the organization and qualifications of the project team
- references that could be consulted about the company's performance on projects of a similar nature
- a fee schedule for members of the project team
- a breakdown of fees relating to approach and tasks/activities
- an estimated total cost for the work as described

Selection of the Consultant

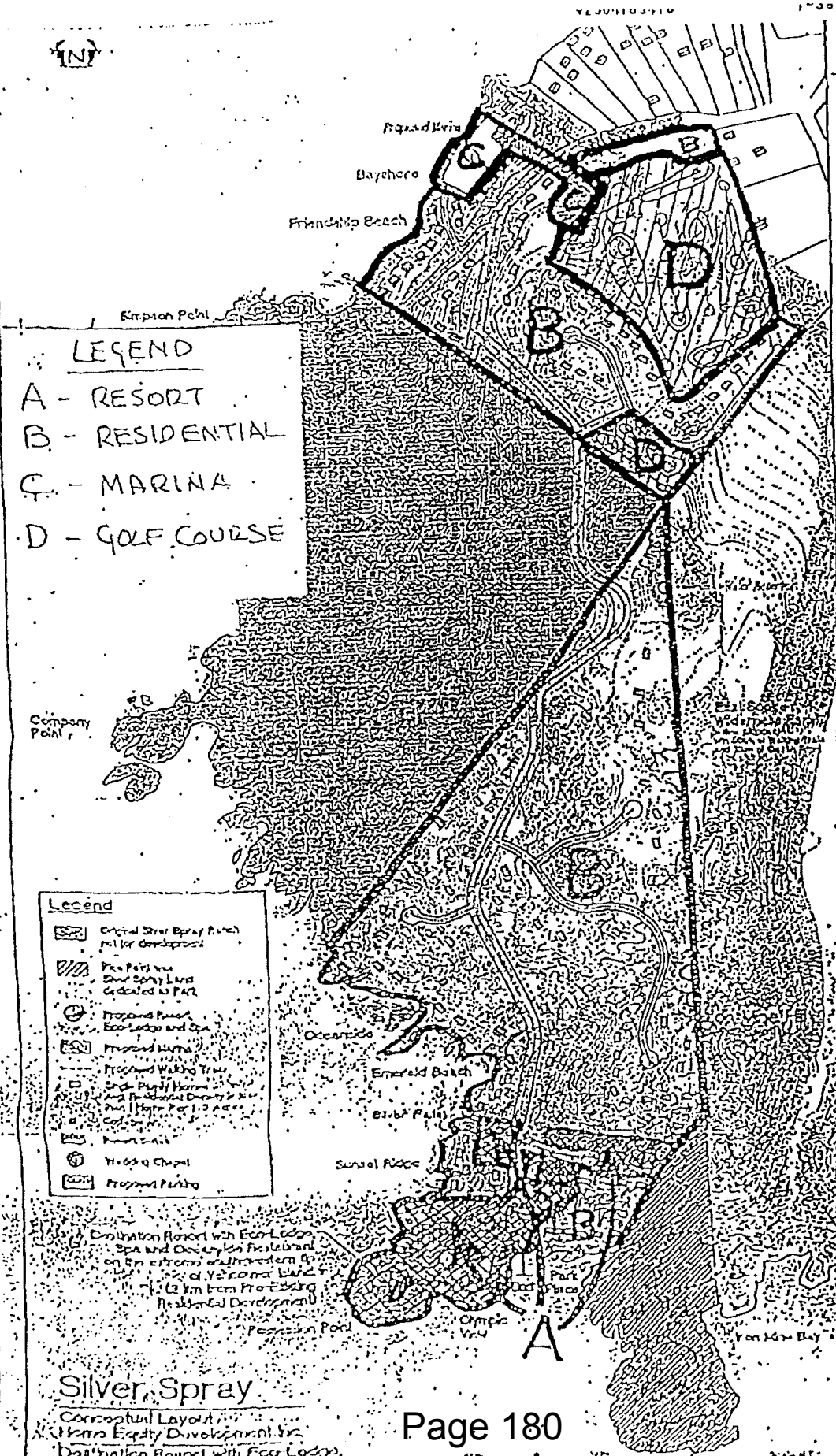
Proposals will be evaluated by CRD Parks staff. The relative weighting of the evaluation is as follows:

Experience with similar projects	05%
Technical expertise and qualifications	25%
Approach to the project	20%
Fees and cost estimates	50%

No work can be undertaken prior to formal notice of contract award from CRD Parks.

Timing of the Work

It is anticipated that this project will begin in the spring of 2001.



LEGEND

- A - RESORT
- B - RESIDENTIAL
- C - MARINA
- D - GOLF COURSE

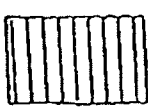
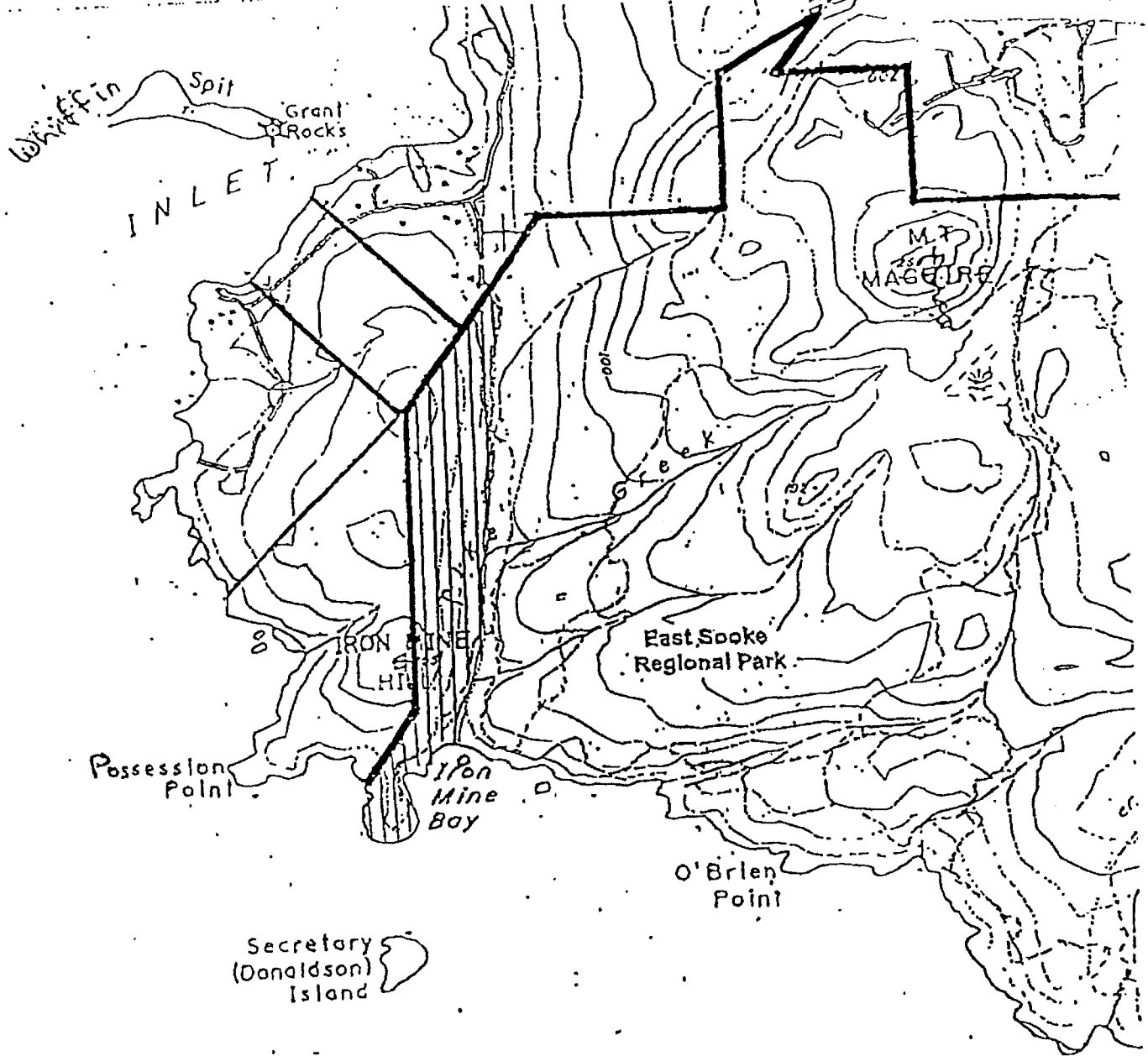
Legend

- Original Street Spraying Plan not for development
- Proposed Paved, Elevation and Spa
- Proposed Marina
- Proposed Walking Trails
- Single Family Homes
- Proposed Parking
- Proposed Paving

Silver Spray

Conceptual Layout
Harris Equity Development, Inc.
Development Report with Eco-Layout

Attachment 2

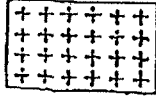
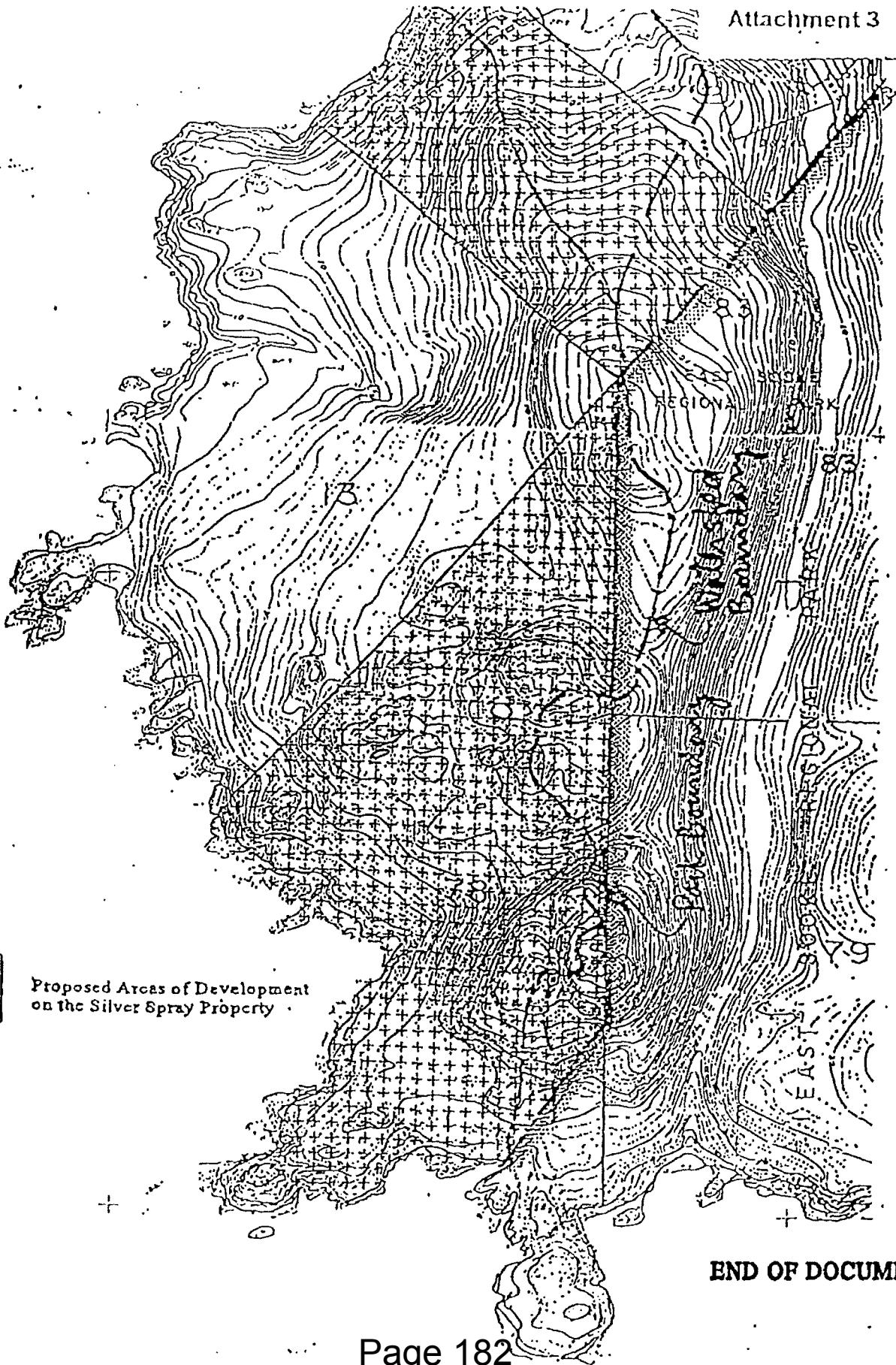


Study Area for the Environmental Assessment
 East Sooke Regional Park

Property boundaries are approximate



Attachment 3



Proposed Areas of Development
on the Silver Spray Property

END OF DOCUMENT

9 55

ET071309

26 JUN 2002 09 55

ET071308

LAND TITLE ACT
Form C (Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 22 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Staples McDannold Stewart
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria, BC V8W 1B3 380-7744
File #111 1022/PARK IMPACT REPORT SS #3/CS/WG
BURNS SERVICES
S. Adams
Authorized Signatory 10303

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
SEE SCHEDULE

2C

3. Nature of Interest Description Document Reference (page & paragraph) Person Entitled to Interest
SEE SCHEDULE 01 02/06/26 09:55:24 01 VI CHARGE

393070
1110.00

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s) (Grantor(s)):
SILVER SPRAY INVESTMENTS INC. (#526957), TERRAPIN MORTGAGE INVESTMENT GROUP (#171844), ARTHUR SERVICES LTD. (171802), ROYAL BANK OF CANADA *(mvi)*

6. Transferee(s) (Grantee(s)): (including postal address(es) and postal code(s)) *
CAPITAL REGIONAL DISTRICT, 524 Yates Street, Victoria, B.C. V8W 2S6

7. Additional or Modified Terms: N/A

8. Execution(s) This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature:
David Adams
DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

Execution Date:

Y	M	D
2002	6	6

Party(ies) Signature:
Silver Spray Investments Inc. by its authorized signatories:
[Signature]
Print Name:
M. THORNTON
Print Name: MICHAEL THORNTON

(as to both signatures)

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.

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space insufficient, continue executions on additional page(s) in Form E.

LAND TITLE ACT
Form D

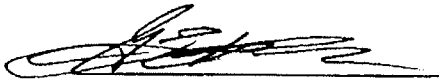
EXECUTIONS CONTINUED

Page 2

Officer Signature:

Execution Date:

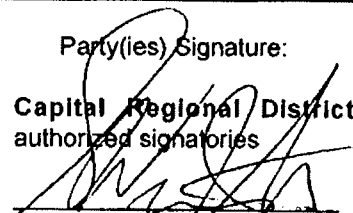
Party(ies) Signature:



Gary E. Hinde
Capital Regional District
524 Yates Street, Victoria, B.C. V8W 2S6
A Commissioner for Taking Affidavits
in the Province of British Columbia
(as to both signatures)

Y	M	D
2002	6	25
2002		
2002	6	12

Capital Regional District by its
authorized signatories


Chair GORDON WRAYNE HUNTER


Secretary CARMEN THIEL

As to priority

~~Ferrapin Mortgage Investment
Corp. by its authorized signatories~~

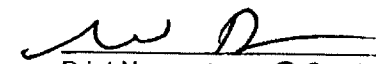
Print Name:

~~Print Name:~~

(as to both signatures)

As to priority

Arthur Services Ltd. by its
authorized signatories


Print Name: W. BRYDEN

William Bryden
Print Name:



RON L. BOZZER
LAWYER

BORDEN LADNER GERVAIS LLP
LAWYERS • PATENT: TRADE-MARK AGENTS
1200 Waterfront Centre, 200 Burrard Street
P.O. Box 48600, Vancouver, Canada V7X 1T2
Direct Tel: 604-640-4234
Direct Fax: 604-622-5834
email: rbozzer@bigcanada.com
"an Ontario Limited Liability Partnership"
(as to both signatures)

Officer Certification

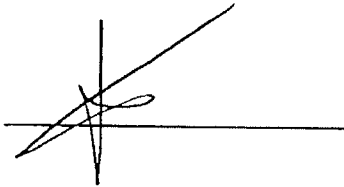
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

**LAND TITLE ACT
Form D
EXECUTIONS CONTINUED**

Officer Signature:

Execution Date:

Party(ies) Signature:



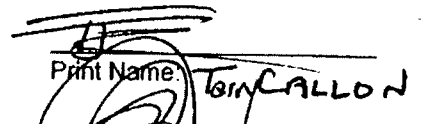
(as to both signatures)

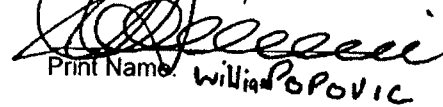
**HEATHER NORTHRUP
BARRISTER & SOLICITOR
ROYAL BANK OF CANADA
1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3S5**

Y	M	D
2002	6	12

As to priority

Royal Bank of Canada by its authorized signatories


 Print Name: Terry CALLON


 Print Name: William POPOVIC

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.

**LAND TITLE ACT
Form E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)

- 024-573-396 Lot 1, Section 78, Sooke District, Plan VIP 69361
- 024-573-418 Lot 3, Section 78, Sooke District, Plan VIP 69361
- 024-573-426 Lot 4, Section 78, Sooke District, Plan VIP 69361
- 024-573-434 Lot 5, Section 78, Sooke District, Plan VIP 69361
- 024-573-442 Lot 6, Section 78, Sooke District, Plan VIP 69361
- 024-573-451 Lot 7, Section 78, Sooke District, Plan VIP 69361
- 024-573-469 Lot 8, Section 83, Sooke District, Plan VIP 69361
- 024-573-477 Lot 9, Section 83, Sooke District, Plan VIP 69361
- 024-573-485 Lot 10, Section 83, Sooke District, Plan VIP 69361
- 024-573-493 Lot 11, Section 83, Sooke District, Plan VIP 69361

3. Nature of Interest Description	Document Reference (page & paragraph)	Person Entitled to Interest
S. 219 Land Title Act Covenant	Entire Document except Paras. 5.1, 5.2 and 5.3	Grantee
Priority Agreement over #EM109692 and #EM109693	Paragraph 5.1	Grantee
Priority Agreement over #ES87867	5.1 Paragraph 5.2	Grantee
Priority Agreement over #ET18263 and #ET18264 and #ET63097	5.2 Paragraph 5.3	Grantee

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

- A. The Grantor Silver Spray Investments Inc. is the registered owner of certain lands legally described as:

PID:

024-573-396 Lot 1, Section 78, Sooke District, Plan VIP 69361
 024-573-418 Lot 3, Section 78, Sooke District, Plan VIP 69361
 024-573-426 Lot 4, Section 78, Sooke District, Plan VIP 69361
 024-573-434 Lot 5, Section 78, Sooke District, Plan VIP 69361
 024-573-442 Lot 6, Section 78, Sooke District, Plan VIP 69361
 024-573-451 Lot 7, Section 78, Sooke District, Plan VIP 69361
 024-573-469 Lot 8, Section 83, Sooke District, Plan VIP 69361
 024-573-477 Lot 9, Section 83, Sooke District, Plan VIP 69361
 024-573-485 Lot 10, Section 83, Sooke District, Plan VIP 69361
 024-573-493 Lot 11, Section 83, Sooke District, Plan VIP 69361

(together the "Land");

- B. The Grantee is the Capital Regional District;
- C. The Grantors wish to develop the Land and have applied to the Grantee to rezone the Land;
- D. The Land is adjacent to East Sooke Regional Park, an important natural ecosystem used as a regional park by the public;
- E. The Grantors and the Grantee wish to minimize impact of the proposed development of the Land on East Sooke Regional Park and has agreed to grant to the Grantee a Covenant pursuant to section 219 of the *Land Title Act* to restrict the use and development of the Land in order to protect East Sooke Regional Park to the extent provided in the Covenant.

NOW THEREFORE in consideration of the payment of \$10.00 by the Grantee to the Grantors, the receipt and sufficiency of which is acknowledged by the Grantors, and in consideration of the promises exchanged below, the parties agree as follows:

1.0 Interpretation**1.1** In this Agreement,

- (i) "**Construct**" or "**Construction**" includes excavation, removal or placement of fill and cutting and removal of vegetation in connection with the building of any building, structure or manufactured home.

- (ii) **"Initial Development Area"** means that part of the Land lying within the area shown in heavy outline on the Plans of Covenant prepared by Michael S. Manson, B.C.L.S., dated May 9, 2002, reduced prints of which are attached hereto as Schedules "A" and "B" and that part of the Land used for a sewage disposal system required to serve the Initial Development Area.
- (iii) **"Land"** means any and all parts of the Land.
- (iv) **"Park Impact Report"** means a report containing an assessment of the proposed development of the Land on:
- (a) the natural environment of the East Sooke Regional Park;
 - (b) visitors' experience of East Sooke Regional Park as a regional wilderness park; and
 - (c) future management costs to CRD Parks;
- prepared by a consultant selected by the Grantee and paid for by the Grantors and prepared in accordance with the terms of reference attached as Schedule "C".
- (v) **"Zoning Bylaw"** means the Zoning Bylaw of the Capital Regional District or its successor applicable to the Land.

*Plans
VIP73881
and
VIP73880*

- 1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
- 1.3 Headings are for reference only and do not form part of this Agreement.
- 2.0 Intent of Agreement**
- 2.1 The parties agree that the general intent of this Agreement is to minimize the impact of the development of the Land on the adjacent East Sooke Regional Park.
- 3.0 Restrictions on Subdivision and Development of the Land**
- 3.1 The Grantors covenant and agree that they will not subdivide the Land or construct or cause to be constructed or placed, any building, structure or manufactured home on the Land until they have first, at their cost, submitted to the Grantee a Park Impact Report.
- 3.2 Sections 3.1 and 3.3 do not apply to that part of the Land contained within the Initial Development Area.

- 3.3 The Grantors covenant and agree that:
- (a) they shall not construct or place any building, structure or manufactured home on the Lands until they have addressed the reasonable recommendations or requirements of the Park Impact Report relating only to the CRD's management of East Sooke Regional Park; and
 - (b) they shall, as part of the construction of any building, structure or manufactured home on the Land, carry out all such construction in accordance with the reasonable recommendations or requirements of the Park Impact Report.
- 3.4 Section 3.3 shall not be interpreted as:
- (a) requiring the relocation of, or prohibiting the construction, placement, location of windows or lighting of any building or manufactured home permitted to be constructed or placed under the Zoning Bylaw; or
 - (b) preventing development to the density permitted under the Zoning Bylaw.
- 3.5 If the Grantors wish to dispute whether or not a recommendation or requirement of the Park Impact Report is reasonable, it may, by written notice to the Grantee, refer the matter to arbitration pursuant to the terms of the *Commercial Arbitration Act* of British Columbia. The cost of arbitration shall be awarded by the arbitrator, whose decision shall be final and binding upon both parties.
- 4.0 General**
- 4.1 The Grantors shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses, or legal fees whatsoever which the Grantee or any other person has or may have against the Grantee or which the Grantee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the breach of any covenant contained in this Agreement.
- 4.2 The Grantors hereby release and forever discharge the Grantee of and from any claim, cause of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Grantors can or may have against the Grantee for any loss or damage or injury, including economic loss, that the Grantors may sustain or suffer arising out of or connected with the breach of any covenant in this Agreement.
- 4.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantors.

- 4.4 The Grantors and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantors or to any other person to enforce any provision or the breach of any provision of this Agreement.
- 4.5 The Grantors covenant and agree for itself, its heirs, executors, successors and assigns, that they will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantors as personal covenants only during the period of the Grantors' ownership of the Land.
- 4.6 The Grantee shall forthwith deliver to the Grantor a registrable discharge of this Covenant if:
- (a) the Grantee has not adopted Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, and Bylaw No. 2951, A Bylaw to Amend Bylaw No. 2040, "Sooke Land Use Bylaw, 1992", (the "Bylaws"), within six months of the approval of Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, under section 913 of the *Local Government Act*; or
 - (b) the Bylaws are amended, repealed or held invalid by a Court of competent jurisdiction, except that this Covenant shall not be discharged in respect of any Parcel to the extent that the Grantor is entitled to complete the development and continue to use such Parcel for the uses permitted under the Bylaws or under section 911 of the *Local Government Act* or successor legislation.
- 4.7 At the Grantors' expense, the Grantors must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 4.8 The Grantors shall retain at its cost a B.C. Land Surveyor approved by the Grantee, acting reasonably for the purpose of preparing the Covenant Plan.
- 4.9 Time is to be the essence of this Agreement.
- 4.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- 4.11 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- 4.12 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 4.13 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 4.14 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

5.0 Priority Agreements

~~5.1 Terrapin Mortgage Investment Corp., as the registered holder of charges by way of Mortgage and Assignment of Rents against PID 024-573-418, PID 024-573-426, PID 024-573-477 and PID 024-573-493 which said charges are registered in the Land Title Office at Victoria, British Columbia, under #EM109692 and #EM109693 respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon PID 024-573-418, PID 024-573-426, PID 024-573-477 and PID 024-573-493 except for in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.~~

5.1
~~5.2~~

Arthur Services Ltd. as the registered holder of a charge by way of Mortgage against Land which said charge is registered in the Land Title Office at Victoria, British Columbia, under #ES87867 for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the Land in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

5.2
~~5.3~~

Royal Bank of Canada as the registered holder of a charge by way of Mortgage and Assignment of Rents against PID 024-573-396, PID 024-573-434, PID 024-573-442, PID 024-573-451, PID 024-573-469, and PID 024-573-485, which said charges are registered in the Land Title Office at Victoria, British Columbia, under #ET18263 and #ET18264 respectively, and is the registered holder of a charge by way of Mortgage registered against the Land under #ET63907, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the above described properties in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

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

SCHEDULE "A"

EXPLANATORY PLAN OF COVENANT OVER LOTS 3 AND 4, PLAN VIP69361, SECTION 78, SOOKE DISTRICT

(PREPARED PURSUANT TO SECTION 99(1) OF THE LAND TITLE ACT)
B.C.G.S. 928 032

PLAN _____

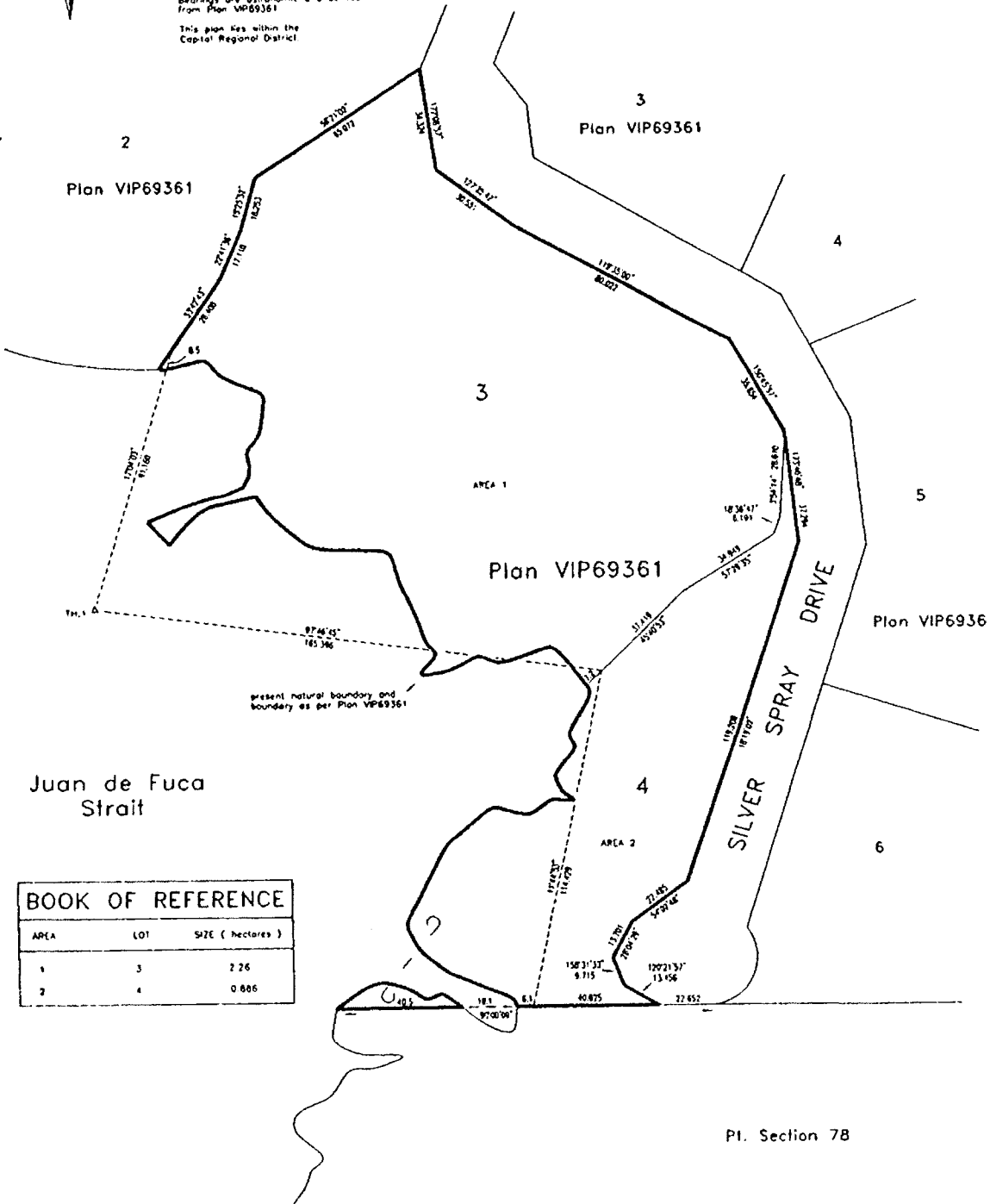
Deposited in the Land Title Office at Victoria, B.C. this
_____ day of _____, 2002

Registrar



Legend _____

All distances shown are in metres
Bearings are astronomic and derived
from Plan VP69361
This plan lies within the
Capital Regional District



TRAVERSE TABLE OF TIES TO THE NATURAL BOUNDARY		
At This	(Base point)	Distance
	Bearing	
1050	15°22'52"	83.0
W43	17°25'45"	83.8
W44	24°01'37"	91.1
W45	27°57'36"	87.8
W46	38°12'52"	90.9
W47	40°44'54"	83.8
453	47°05'48"	78.8
1407	43°22'34"	72.0
1406	48°58'44"	70.1
1405	48°48'02"	87.2
1404	50°06'59"	83.3
1403	48°06'10"	56.8
1402	45°09'58"	52.0
1401	40°09'50"	44.5
1400	31°06'12"	34.2
1394	48°29'32"	32.7
1393	46°39'35"	41.8
1392	46°38'21"	46.3
1391	47°44'42"	50.7
1410	54°30'53"	64.8
W55	80°51'31"	64.5
W56	74°24'41"	73.6
W57	78°20'43"	87.5
W58	86°32'55"	98.9
W59	80°53'48"	103.1
W60	98°34'57"	107.2
W61	88°13'34"	111.8
W62	102°54'45"	106.4
W63	100°43'31"	115.4
W64	87°38'18"	125.0
W65	98°39'00"	132.3
W66	95°16'55"	149.3
W67	100°29'07"	163.1
W68	106°02'54"	158.6
W69	107°01'38"	162.3
W70	111°07'44"	158.3
W71	112°41'01"	163.0
W72	113°01'55"	167.8
W73	113°59'44"	180.4
W74	116°12'36"	156.2
W75	117°50'32"	143.9
W76	125°43'02"	137.9
W77	137°19'12"	145.3
W78	138°13'21"	155.3
W79	137°34'41"	166.4
W80	134°24'28"	188.4
1296	134°59'19"	180.1
W81	137°03'23"	196.5
W82	138°38'45"	187.4
1295	139°01'28"	177.7
W83	139°31'58"	169.6
W84	141°28'28"	168.9
W85	142°01'54"	161.6
W86	144°18'00"	153.6
W87	150°33'04"	154.3

BOOK OF REFERENCE		
AREA	LOT	SIZE (hectares)
1	3	2.26
2	4	0.886

Pl. Section 78

Certified correct this 9th day of May 2002

Michael S. Manson
Michael S. Manson B.C.L.S.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria and Nanaimo, B.C. phone 727-2214
Fax 71689
21689_covenant_lots_1,4.dwg

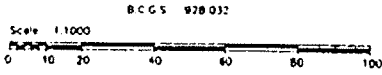
SCHEDULE "B"

**EXPLANATORY PLAN OF COVENANT OVER LOTS 9, 10 AND 11,
PLAN VIP69361, SECTION 83, SOOKE DISTRICT**

(PREPARED PURSUANT TO SECTION 99(1)(c) OF THE LAND TITLE ACT)

PLAN _____
Deposited in the Land Title Office at Victoria, B.C., this
_____ day of _____, 2002.

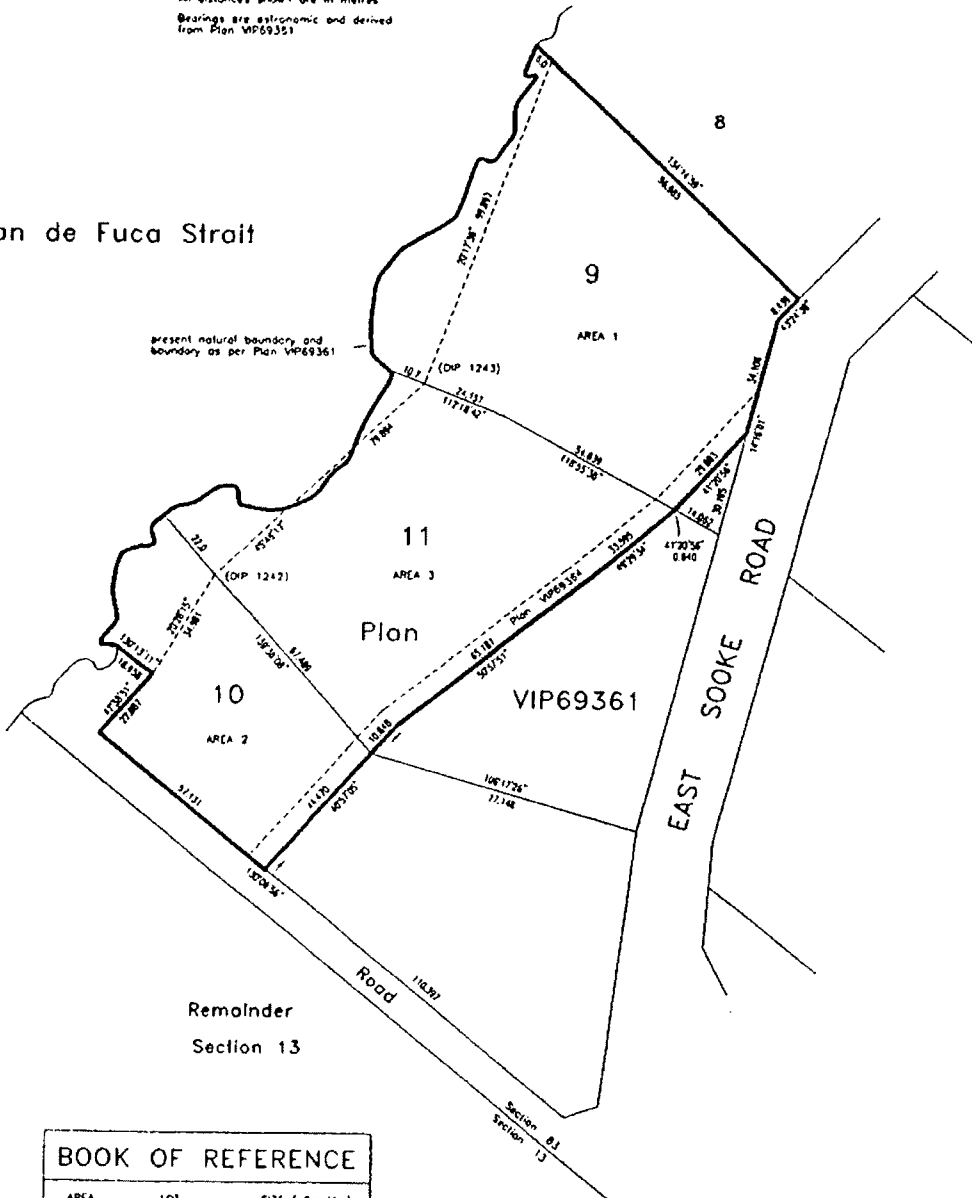
Registrar



Legend _____

Sq. M. denotes square metres.
All distances shown are in metres.
Bearings are astronomic and derived from Plan VP69351.

Juan de Fuca Strait



TRAVERSE TABLE OF TIES TO THE NATURAL BOUNDARY

At ODP 1242 (Base Point)

	Bearing	Distance
W549	232°15'07"	34.1
W548	238°07'59"	38.2
W547	244°24'08"	29.5
W546	250°17'31"	39.0
W545	262°20'26"	26.9
W544	285°16'16"	24.2
W543	296°20'48"	18.0
W542	308°23'01"	22.6
1244	319°38'09"	22.0
W541	328°55'22"	22.5
W540	345°15'43"	21.1
W539	0°33'00"	25.2
W538	13°50'54"	26.3
W537	17°18'32"	20.9
W536	42°50'14"	24.5
W535	50°37'15"	34.9
W534	47°04'57"	42.6
W533	47°41'38"	48.9

At ODP 1243 (Base Point)

	Bearing	Distance
W532	237°08'11"	18.1
W531	287°55'55"	8.6
1297	292°18'42"	10.7
W530	300°08'01"	17.0
W529	315°44'33"	21.6
W528	335°11'41"	32.6
W527	348°44'55"	39.1
W526	10°00'57"	48.5
W525	12°18'58"	66.7
W524	16°13'25"	66.5
W523	18°53'37"	75.9
W522	18°53'49"	81.7
W521	19°09'52"	94.4
W520	18°43'32"	92.7
1298	17°13'47"	102.4

BOOK OF REFERENCE

AREA	LOT	SIZE (Sq. M)
1	9	8453
2	10	3790
3	11	7192

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria and Nanaimo, B.C. phone 727-2214
File # 21369

This plan fees within the
Capital Regional District

Certified correct this 9th day of May, 2002
Michael S. Manson
Michael S. Manson B.C.L.S.

SCHEDULE C

Terms of Reference

Assessment

of the

Potential Impacts to the Natural Environment, Visitors' Experience and Future
Management Of East Sooke Regional Park
from the Proposed Silver Spray Development

August 18, 2000

(revised September 20, 2000)

Background

A large-scale development (areas A, B, C and D on Attachment 1) is proposed on the Silver Spray property to the west of East Sooke Regional Park on southeast Vancouver Island. This development includes over a hundred and twenty residential units, a golf course, and an eco-lodge on coastal and upland areas. A considerable amount of land clearing and road building has already occurred on this property. The types, extent and effects of these activities on the Silver Spray property have been described by Robertson Environmental Services and Scott Resource Services (2000) and Sequoia Management Group (2000). However, there has been no assessment of the potential negative effects of the proposed development on East Sooke Regional Park.

The draft CRD Parks Master Plan states:

"CRD Parks may undertake an environmental impact assessment of an action taken on land outside a regional park or trail that could have an adverse impact on the natural environment of a regional park or trail. CRD Parks may ask the proponent of the action to pay for the environmental impact assessment."

The scale of the proposed Silver Spray development warrants an assessment of not only the effects of this development on the natural environment of East Sooke Regional Park, but also on the experience of visitors to the park and the implications for park management.

At their meeting of February 2, 2000 the CRD Parks Committee passed the following motions:

"(1) that CRD Parks undertake an assessment of the potential impact of the proposed development for the Silver Spray property (as outlined in the December 3, 1999 rezoning application) on: (1) the natural environment and visitors' experience of East Sooke Regional Park; and (2) future management costs to CRD Parks;

(2) that the proponent for the development be requested to pay for the assessment; . . ."

Therefore, the assessment of the Silver Spray development, as proposed in Attachment 1, will be made up of three sections:

1. An assessment of the potential negative effects of the proposed development on the natural environment of adjacent areas within the park
2. An assessment of the potential negative effects on the experience of visitors to the park given its classification as a *Regional Wilderness Area*
3. An estimate of potential increases to the costs of managing the park and park visitors

Project Management

The assessment will be undertaken by a consultant to CRD Parks and managed by the CRD Parks Environment Protection and Conservation Specialist. The cost of this assessment will be paid for by the proponent.

Environmental Assessment

Scope of the Environmental Assessment

The environmental assessment will identify the types and extent of potential negative effects on the natural environment of adjacent areas within East Sooke Regional Park ("the park") from the proposed development of the adjacent Silver Spray lands. The assessment will also provide recommendations for how potential negative effects can be prevented or mitigated given the development proposed.

The environmental assessment will focus on the western portion of the park between the boundary with Silver Spray and Pike Creek ("the study area") (Attachment 2). The portion of the Pike Creek watershed within the park that is down slope of the boundary with Silver Spray is included in the study area and is the primary focus.

Marine and intertidal environments adjacent to the park, and fish bearing streams within the park, are outside regional parks jurisdiction. CRD Parks has concerns about potential impacts in these areas and will require the consultant to contact the appropriate federal and provincial government agencies for information.

Requirements

The environmental assessment will address six subject areas: (1) watershed, freshwater, and marine, (2) vegetation, (3) wildlife and wildlife habitat, (4) rare and endangered species and ecosystems, (5) environmental contaminants, and (6) impacts from increased visitor use.

Watershed, Freshwater and Marine

- Groundtruth watershed boundaries relating to the border between Silver Spray and East Sooke Regional Park and Pike Creek (the relationship between watershed and property boundaries is illustrated on Attachment 3).
- Assess potential changes to hydrology (e.g., surface run off) and accompanying effects on soils, slope stability and vegetation within the study area as a result of the proposed development, and provide recommendations for preventing or mitigating these effects
- Identify and assess the potential negative effects to water quality, sedimentation, erosion and bank or channel stability of Pike Creek and its tributaries within the study area and provide recommendations for preventing or mitigating these effects
- Identify and assess potential negative effects to wetlands near and on the shared park boundary and provide recommendations for preventing or mitigating these effects
- Consult with the Ministry of Environment, Lands and Parks (Section 9 of the Water Act) with respect to potential negative effects to Pike Creek and associated fish and fish habitat
- Consult with personnel in the Department of Fisheries and Oceans (Fisheries Act) with respect to potential negative effects on marine and intertidal waters and habitats adjacent to the park

Vegetation

- Identify and assess potential negative effects on vegetation communities within the study area from the proposed development and provide recommendations for preventing or mitigating these effects
- Assess the potential for non-native plant species to invade the park as a result of the proposed development and make recommendations for the control of these species and for the types of species to avoid in landscaping during development

Wildlife and Wildlife Habitat

- Identify and assess the potential impacts to wildlife and wildlife habitat in the study area as a result of the proposed development and related increases in visitor use in the park, and make recommendations for preventing and mitigating these impacts
- Assess the potential effects of non-native and domestic animal invasions to native wildlife (and vegetation) in the park and make recommendations for preventing and mitigating these impacts

Rare and Endangered Species and Ecosystems

- Identify and assess the potential negative effects to any rare element occurrences¹ (i.e., red- and blue-listed terrestrial and aquatic plants, animals and plant communities) within the study area from the proposed development and make recommendations for preventing or mitigating these effects

Environmental Contaminants

- Assess the potential for faecal effluent from septic disposal fields, or other treatment methods in the proposed development, to enter the study area and make recommendations to prevent such introductions
- Assess the potential for chemical contaminants, such as herbicides, fungicides, pesticides and fertilizers to enter the study area as a result of the proposed development and make recommendations to prevent such introductions

Increased Visitor Use

- Identify and assess the negative effects to the natural environment from the new trails in the park proposed for Pike Point by the developer as shown on Attachment 1
- Recommend ways to prevent unauthorized access to the park from residences and the proposed trail along the park boundary shown in Attachment 1
- Identify a route for a coastal trail connection between Silver Spray and East Sooke Regional Park that would result in the least impact to the natural environment in the park

¹ Through consultations with the B.C. Conservation Data Centre

Assessment of the Impact on Visitors' Experience

Purpose

To assess potential negative effects on the experience of visitors to East Sooke Regional Park from the proposed Silver Spray development.

Requirements

- Predict the future increase in visitor use in the park as a result of the proposed development
- Identify and assess potential negative effects on the wilderness experience of visitors to the park for the proposed development and associated increase in visitors from the development
- Identify and assess any other potential negative effects on the activities and experiences of visitors using trails that may be influenced by activities and visitation from the proposed development

Assessment of Future Management Costs to CRD Parks

Purpose

To identify and assess potential increases in management costs to CRD Parks as a result of the proposed development.

Requirements

- Estimate costs for the development and maintenance of the new trails within the park as a result of the proposed development
- Identify future public information needs (e.g., signs at connecting trail heads) and associated costs as a result of the proposed development
- Identify future trail maintenance needs and associated costs on existing trails as a result of visitor use from the proposed development
- Identify and assess the potential impact on existing facilities (i.e., toilets, parking areas) from the increased visitation associated with the proposed development
- Identify the need for any new facilities as a result of the proposed development

Information Sources

- CRD Parks
- CRD Municipal Services (the agency overseeing the development of the Silver Spray property)
- Ministry of Environment, Lands and Parks
- Department of Fisheries and Oceans
- Conservation Data Center of British Columbia
- Rocky Point Bird Observatory Society
- Royal BC Museum

Information to be Provided to the Consultant

- 1:5,000 paper base maps of the western portion of East Sooke Regional Park and adjacent lands
- 1:5,000 plot of orthophoto of the western portion of East Sooke Regional Park and adjacent lands
- East Sooke Regional Park Inventory (CRD Parks, 1984)
- CRD Parks Master Plan (draft, April 2000)
- relevant approved development plans for the Silvery Spray property
- digital and 1:15,000 scale black and white aerial photography
- Sensitive Ecosystems Inventory (SEI), 1:20,000 map series
- Environmental Assessment prepared for Silver Spray Properties (Robertson Environmental Services and Scott Resource Services, 2000)
- Silver Spray Lands Inventory of Land Disturbance (Sequoia Management Group, 2000)
- A Guide for Photo documentation (RIC 1996)

Deliverables

Three copies of a written report, in plain language, that documents the stated requirements of the assessment including recommendations for preventing or mitigating negative effects on East Sooke Regional Park from the proposed Silver Spray development. The report should include photographs of key areas or environmental features relevant to the assessment.

1:5,000 and report maps showing:

- watershed boundaries relating to the property boundary between Silver Spray and East Sooke Regional Park and Pike Creek.
- areas within the park study area that are subject to negative effects attributable to alterations to hydrology from the proposed development (such as the introduction of chemicals, slope instability, changes in water flows, windthrow, trails)

- areas along the portion of the Pike Creek within the study area that could be affected by the proposed development
- areas along the coast of the park study area that could be affected by the proposed development
- areas of vegetation/ecosystems in the park study area that could be affected by the proposed development
- key wildlife habitat features (e.g., wetlands, raptor/heron nests) identified during the assessment that could be affected by the proposed development
- the location of all known rare element occurrences in the study area (subject to timing of field work) that could be affected by the proposed development
- areas within the study area that could be affected by the introduction of sewage effluent and chemicals as a result of the proposed development
- the locations in the park study area where new trails, signs or facilities would be required to serve the proposed the development

All mapping to be done on paper base maps and hard copy orthophoto provided (digital orthophoto available if required). An appropriate legend must be provided on all maps.

Required Qualifications of Consultant

- demonstrated experience with environmental impact assessments related to land development adjacent to natural areas
- demonstrated expertise in identifying options for preventing and mitigating impacts relating to development adjacent to natural areas
- at least one Registered Professional Biologist from Province of British Columbia on the consultant team playing a substantive role in the field work and assessment
- experience in hydrology, soils, and slope stability
- experience with provincial terrain, vegetation and wildlife inventory and assessment methodologies
- competent in the identification of rare or endangered species (rare element occurrences) to ensure that voucher specimens are not required

- must have experience in addressing park management issues such as trails and facilities and visitor experience

Information to be Provided in Project Proposals

Proposals must include, but are not limited to:

- an overview of the consultant's approach to the project
- the organization and qualifications of the project team
- references that could be consulted about the company's performance on projects of a similar nature
- a fee schedule for members of the project team
- a breakdown of fees relating to approach and tasks/activities
- an estimated total cost for the work as described

Selection of the Consultant

Proposals will be evaluated by CRD Parks staff. The relative weighting of the evaluation is as follows:

Experience with similar projects	05%
Technical expertise and qualifications	25%
Approach to the project	20%
Fees and cost estimates	50%

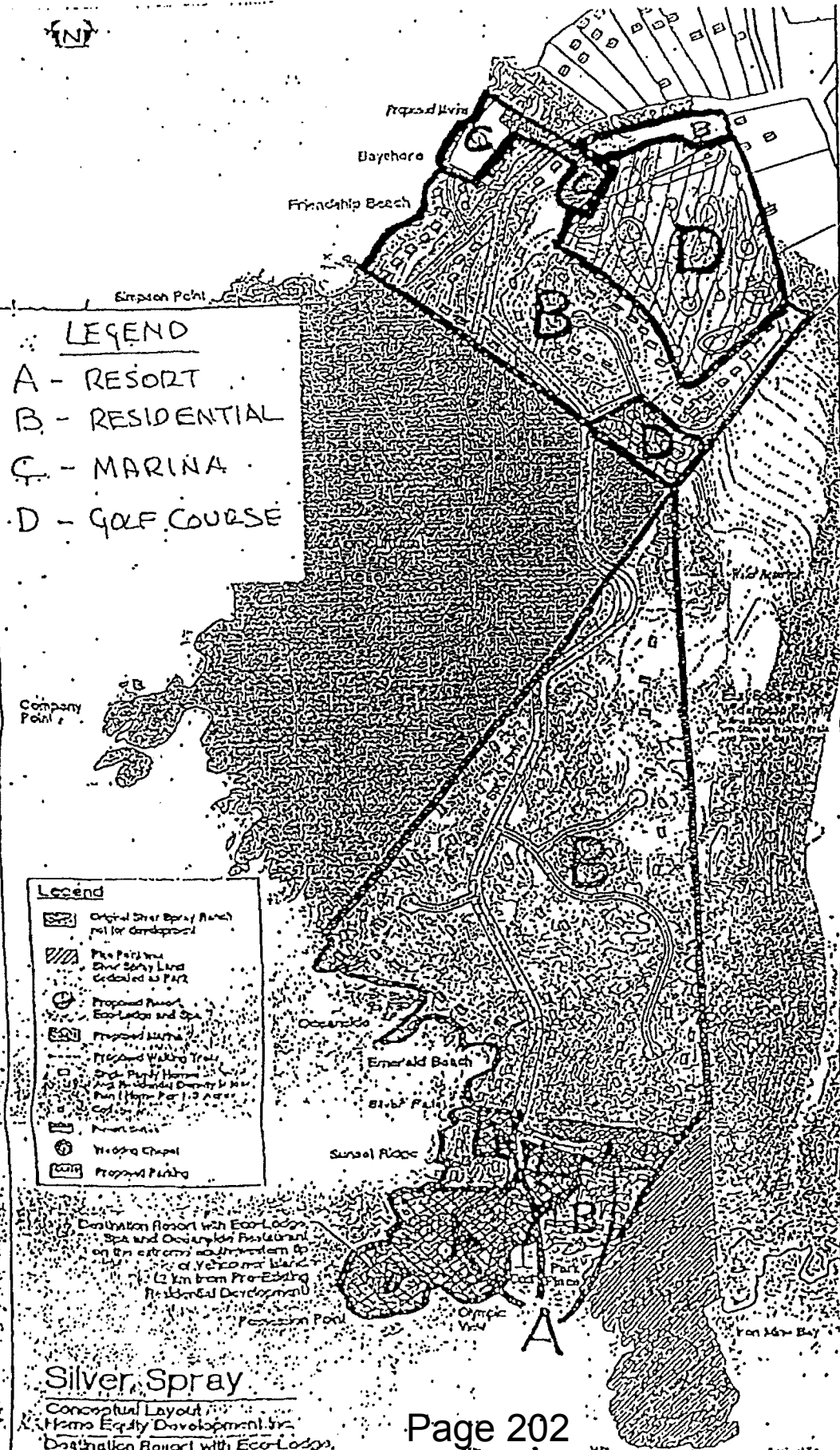
No work can be undertaken prior to formal notice of contract award from CRD Parks.

Timing of the Work

It is anticipated that this project will begin in the spring of 2001.



1:5000 1:10000 1:20000



LEGEND

A - RESORT
 B - RESIDENTIAL
 C - MARINA
 D - GOLF COURSE

Legend

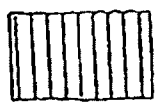
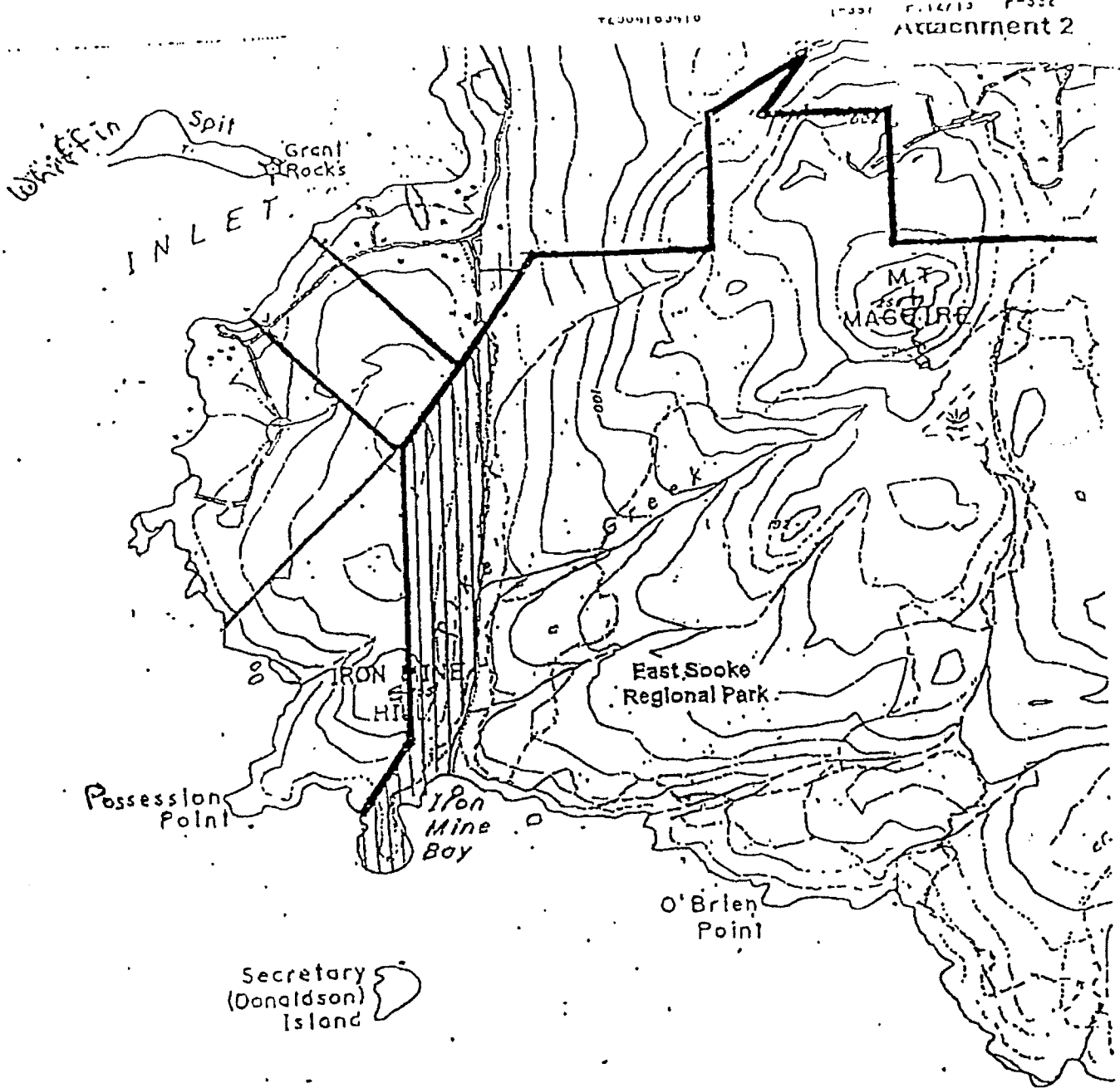
- Original Silver Spray Ranch plot for development
- Pre-Existing Silver Spray Land zoned as PAFZ
- Proposed Resort, Eco-Loops and Spa
- Proposed Marina
- Proposed Walking Trail
- Single Family Homes and Residential Density to be 1.2 Units Per 1.0 Acre
- Power Lines
- Wedding Chapel
- Proposed Parking

Destination Resort with Eco-Loops, Spa and Oceanfront Restaurant on the extreme southwestern tip of Vietnam Island 12 km from Pre-Existing Residential Development

Silver Spray
 Conceptual Layout
 Home Equity Development, Inc.
 Destination Resort with Eco-Loops, Spa and Oceanfront Restaurant

2007.06.13

Attachment 2

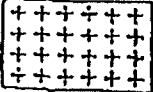
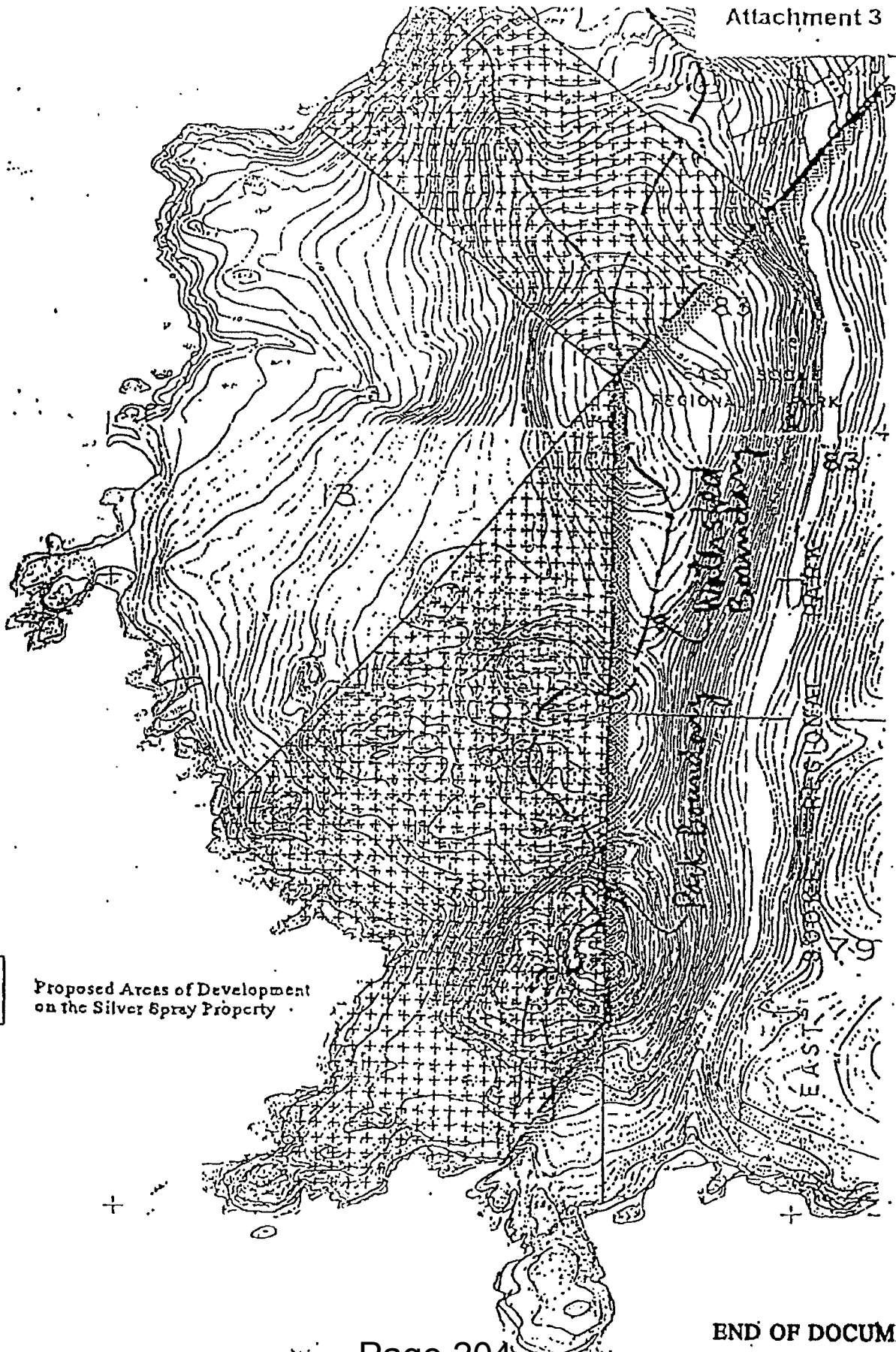


Study Area for the Environmental Assessment
East Sooke Regional Park

Property boundaries are approximate



Attachment 3



Proposed Areas of Development
on the Silver Spray Property

10 APR 2003 09 31

E V 035008

**LAND TITLE ACT
FORM C**

(Section 233)
**Province of
British Columbia**

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
**CAPITAL REGIONAL DISTRICT
 P O BOX 1000, 524 YATES STREET
 VICTORIA, BC V8W 2S6
 TEL: (250) 360 3176**


 Agent -Christine Condron

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *			
(PID)	(LEGAL DESCRIPTION)	02 03/04/10 09:32:39 01 VI	473530
SEE SCHEDULE		CHARGE	\$55.00

3. NATURE OF INTEREST: *	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(page and paragraph)	
Modification of S. 219 Covenant	Entire Document	Grantee

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | | | |
|-----|----------------------------|-----|---------------------------------------|
| (a) | File Standard Charge Terms | [] | D.F. No. |
| (b) | Express Charge Terms | [X] | Annexed as Part 2 |
| (c) | Release | [] | There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
 If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S) GRANTOR(S) : **CAPITAL REGIONAL DISTRICT**
 P.O. Box 1000, 524 Yates Street, Victoria, BC V8W 2S6

6. TRANSFEREE(S) GRANTEE(S) : (including postal address(es) and postal code(s))
**SILVER SPRAY INVESTMENTS INC. (#526957) ARTHUR SERVICES LTD. (171802),
 ROYAL BANK OF CANADA**

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): This instrument creates, assigns, modifieds, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

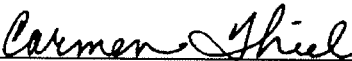
Execution Date

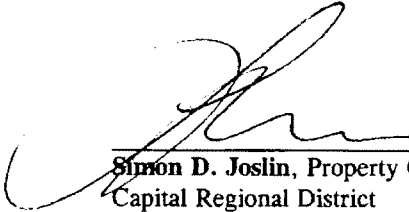
Y	M	D
03	04	09

Party(ies) Signature(s)

CAPITAL REGIONAL DISTRICT
by its authorized signator(ies)


CHAIR - Judy Brownoff


SECRETARY - Carmen Ida Thiel


Simon D. Joslin, Property Officer
Capital Regional District
524 Yates Street, Victoria, BC V8W 2S6
A Commissioner for Taking Affidavits
In the Province of British Columbia
(as to both signatures)

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. 1979, c. 116, 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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space sufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

A. The Grantor is the registered owner in fee simple of:

PID	Legal Description
024-573-396	Lot 1, Section 78, Sooke District, Plan VIP69361
024-573-418	Lot 3, Section 78, Sooke District, Plan VIP69361
024-573-426	Lot 4, Section 78, Sooke District, Plan VIP69361
024-573-434	Lot 5, Section 78, Sooke District, Plan VIP69361
024-573-442	Lot 6, Section 78, Sooke District, Plan VIP69361
024-573-451	Lot 7, Section 78, Sooke District, Plan VIP69361
024-573-469	Lot 8, Section 83, Sooke District, Plan VIP69361
024-573-477	Lot 9, Section 83, Sooke District, Plan VIP69361
024-573-485	Lot 10, Section 83, Sooke District, Plan VIP69361
024-573-493	Lot 11, Section 83, Sooke District, Plan VIP69361

(together the "Land"),

B. The Grantee is the Capital Regional District;

C. The Grantor granted a Covenant to the Grantee pursuant to section 219 of the *Land Title Act* which document was registered in the Victoria Land Title Office on June 26, 2002 under #ET071308 (the "Covenant");

D. The Grantor and the Grantee have agreed to modify the Covenant upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the payment of ONE DOLLAR (\$1.00) from the Grantee to the Grantor and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The parties hereto agree to modify the Covenant by deleting paragraph 3.1 in its entirety, deleting all references to this paragraph, and renumber the remaining subparagraphs accordingly.
2. Except as expressly hereby modified, all terms, covenants, conditions and provisos of the Covenant shall continue in full force and effect.

3. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns as the case may be, and all covenants of the Covenant, and if the Grantor is more than one person, shall be construed to be joint as well as several.

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

END OF DOCUMENT

09 55

ET071313

26 JUN 2002 09 55

ET071312

LAND TITLE ACT

Form C (Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 12 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
 Staples McDannold Stewart
 Barristers & Solicitors
 2nd Floor, 837 Burdett Avenue
 Victoria, BC V8W 1B3 380-7744
 File #111 1022 AMENITY SLI#1/CS/WG

S. Adams
 Authorized Signatory 10303

RTIRNS SERVICES

2c

2. Parcel Identifier(s) and Legal Description(s) of Land:
 (PID) (Legal Description)
 005-993-971 All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

3. Nature of Interest Description Document Reference (page & paragraph) Person Entitled to Interest
 SEE SCHEDULE

4. Terms: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.
 (b) Express Charge Terms Annexed as Part 2
 (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

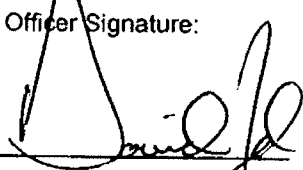
5. Transferor(s)(Grantor(s)):
SPIKE LEVINE INVESTMENTS INC. (#A55736), ISLAND SAVINGS CREDIT UNION

6. Transferee(s)(Grantee(s)): (including postal address(es) and postal code(s)) * CHARGE
CAPITAL REGIONAL DISTRICT, 524 Yates Street, Victoria, B.C. V8W 2S6

01 02/06/26 09:56:09 01 VI 399670 \$110.00

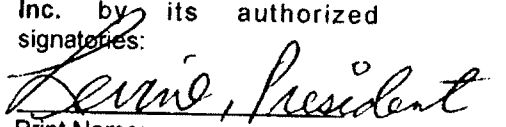
7. Additional or Modified Terms: N/A

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature:

DAVID ADAMS
 Barrister & Solicitor
 402-707 Fort Street
 Victoria, B.C. V8W 2T6

Execution Date:

Y	M	D
2002	5	29

Party(ies) Signature:
Spike Levine Investments Inc. by its authorized signatories:

 Print Name:
MICHAEL LEVINE
 Print Name:

(as to both signatures)

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.
 * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
Form D


EXECUTIONS CONTINUED

Page 2

Officer Signature:

Execution Date:

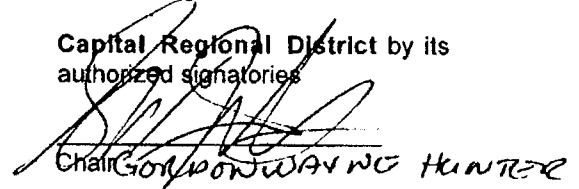
Party(ies) Signature:

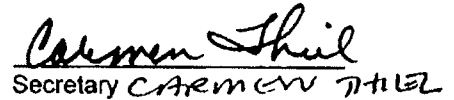


Gary E. Hinde
Capital Regional District
524 Yates Street, Victoria, B.C. V8W 2S6
A Commissioner for Taking Affidavits
in the Province of British Columbia
(as to both signatures)

Y	M	D
2002	6	25
2002	05	31

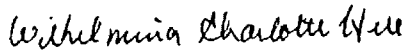
Capital Regional District by its
authorized signatories


Chair GORDON WAYNE HUNTER


Secretary CARMEN THIEL

As to priority

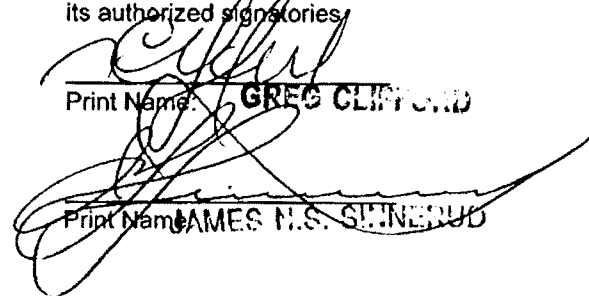
Island Savings Credit Union by
its authorized signatories



WILHELMINA CHARLOTTE HILL
Commissioner for Taking Affidavits
for British Columbia
Island Savings Credit Union
300 - 499 Canada Avenue
Duncan, BC V9L 1T7

(as to both signatures)

Print Name: GREG CLIFFORD


Print Name: JAMES N.S. SHNERUD

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.

**LAND TITLE ACT
Form E
SCHEDULE**

Page 3

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3.	Nature of Interest Description	Document Reference (page & paragraph)	Person Entitled to Interest
	S. 219 <i>Land Title Act</i> Covenant	Entire Document except Paragraph. 6.1	Grantee
	Priority Agreement over #ET18261 and #ET18262	Paragraph 6.1	Grantee

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Grantor, Spike Levine Investments Inc. is the registered owner of certain lands legally described as:

P I D 005-993-971

All that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861

(the "Land");

- B. The Grantee is the Capital Regional District;
- C. The Grantor wishes and has agreed to grant to the Grantee a covenant pursuant to section 219 of the *Land Title Act* to secure the installation of public walking trails;
- D. The Land contains significant amenities including flora, fauna and natural features of importance to the Grantor, the Grantee and the public and is located adjacent to the Strait of Juan de Fuca;
- E. The Grantor wishes and has agreed to grant to the Grantee a covenant pursuant to section 219 of the *Land Title Act* to restrict the use and development of the Land in order to protect, preserve, conserve, maintain and enhance the natural, environmental, wildlife and plant values relating to the Land to the extent provided in the Covenant.;
- F. The Grantor has offered to install a community water line to serve development on the Land and on Lot 2, Section 78, Sooke District, Plan VIP69361 ("Lot 2"), and the Silver Spray Lands as herein defined, and has agreed to grant this Covenant pursuant to section 219 of the *Land Title Act* to provide for connection of parcels to the community water line.

NOW THEREFORE in consideration of the payment of \$10.00 by the Grantee to the Grantor, the receipt and sufficiency of which is acknowledged by the Grantor, and in consideration of the promises exchanged below, the parties agree as follows:

1.0 Interpretation**1.1** In this Agreement,

- (a) "Amenities" include the natural, environmental, wildlife and native plant values relating to the Land.

- (b) "**Capable of Connection**" means a Parcel that abuts a street or statutory right of way upon or under which there is a water main constructed as part of a community water line with sufficient capacity to serve the Parcel.
- (c) "**Commissioning**" means the acceptance and the commencement of operation of a Community Water Line by the CRD;
- (d) "**Community Water Line**" means an 8 inch water main and distribution system to be constructed by the Grantor at its cost to serve the Land, and Lot 2 and Part of Section 78.
- (e) "**Land**" means any and all parts of the Land.
- (f) "**Marina**" means the marina that may be constructed on or adjacent to Lots 8 and 9, Section 83, Sooke District, Plan VIP69361 under the Zoning Bylaw.
- (g) "**Native Landscape Area**" means that part of a parcel not covered by buildings, pathways, driveways or paving.
- (h) "**Natural Boundary**" means the visible high water mark of any lake, river, stream or body of water, including the sea, where the presence and action of the water are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from its banks in vegetation, as well as in the nature of the soil itself.
- (i) "**Parcel**" includes any parcel into which the Land is subdivided.
- (j) "**Permitted Development Area**" means the area of a Parcel to be used for residential purposes within which improvements or, structures may be constructed, placed and used in accordance with the Zoning Bylaw and which lie at least fifteen (15) metres from the natural boundary of the sea.
- (k) "**SEAPARC**" means the Sooke and Electoral Area Parks and Recreation Commission established under the *Local Government Act* having jurisdiction over the administration and operation of community parks within that part of the Juan de Fuca Electoral Area formerly within the Sooke Electoral Area, or its successor.
- (l) "**Silver Spray Lands**" means:

PID:	Legal Description:
024-573-396	Lot 1, Section 78, Sooke District, Plan VIP 69361
024-573-400	Lot 2, Section 78, Sooke District, Plan VIP 69361

024-573-418 Lot 3, Section 78, Sooke District, Plan VIP 69361
 024-573-426 Lot 4, Section 78, Sooke District, Plan VIP 69361
 024-573-434 Lot 5, Section 78, Sooke District, Plan VIP 69361
 024-573-442 Lot 6, Section 78, Sooke District, Plan VIP 69361
 024-573-451 Lot 7, Section 78, Sooke District, Plan VIP 69361
 024-573-469 Lot 8, Section 83, Sooke District, Plan VIP 69361
 024-573-477 Lot 9, Section 83, Sooke District, Plan VIP 69361
 024-573-485 Lot 10, Section 83, Sooke District, Plan VIP 69361
 024-573-493 Lot 11, Section 83, Sooke District, Plan VIP 69361

- (m) **"Veteran Tree"** means any tree that has a stem diameter of at least 50 centimetres, 1.5 meters above the ground.
- (n) **"Zoning Bylaw"** means the Zoning Bylaw of the Capital Regional District or its successor applicable to the Land.

1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.3 Headings are for reference only and do not form part of this Agreement.

2.0 Intent of Agreement

2.1 The parties agree that the general intent of this Agreement is to:

- (a) protect, preserve, conserve, maintain, enhance the Land and the Amenities in their natural state;
- (b) minimize the impact of building and site development on Amenities within the Land;
- (c) provide for the location and installation of public pedestrian trails on the Land; and
- (d) provide for the connection of certain Parcels to the Community Water Line.

3.0 Restrictions on Use and Construction on the Land

3.1 The Grantor covenants and agrees that, except for the development permitted in section 3.2 and the alteration or removal of trees or vegetation permitted in Sections 3.4, 3.5 and 3.6 of this Agreement, it will preserve the Land substantially in its natural state, and, in particular, without limiting the foregoing, the Grantor covenants and agrees that it will not apply for a building permit required for the construction of an improvement on any Parcel unless it has submitted, together with the application for such permit either a plan for a storm water drainage system certified by a professional engineer for that Parcel to prevent the entry of oils, greases and other contaminants to natural watercourses and the marine environment, or an opinion written by a certified professional engineer having experience with stormwater

management, agreed to by the Grantor and Grantee that such a storm water drainage system is not required for that Parcel including the reasons for such opinion.

- 3.2 The Grantor may, in accordance with this Covenant, construct or place or cause to be constructed or placed:
- (a) on a Parcel, a driveway, parking area, a lawn, garden and pathways for pedestrian and vehicular access to a Parcel and utilities to service the Parcel; and
 - (b) within the Permitted Development Area of a Parcel:
 - (i) a residential dwelling (including a manufactured home);
 - (ii) accessory structures permitted under the Zoning Bylaw; and
 - (iii) a sewage disposal system.
- 3.3 The Grantor covenants and agrees that it shall construct any building so that the underside of any floor system for habitation, storage of goods or, where permitted by the Zoning Bylaw, business purposes, is no lower in elevation than 1.5 metres above the natural boundary of the sea.
- 3.4 The Grantor covenants and agrees that except where required for the construction and maintenance of the improvements permitted under section 3.2, as permitted under section 3.5, and the preservation of existing ocean views, it will not cut, trim, damage, defoliate or remove any tree or vegetation.
- 3.5 (1) The Grantor covenants and agrees that subject to subsection (2), it will not cut, trim, damage, defoliate or remove any Veteran Tree:
- (a) outside a Permitted Development Area; and
 - (b) within a Permitted Development Area only:
 - (i) with the approval of the Capital Regional District; and
 - (ii) to the extent necessary for the construction of the improvements permitted under section 3.2.
- (2) The Grantor may trim or remove a Veteran Tree after obtaining and providing to the Grantee certification by a landscape architect, forester or professional arborist specifying that the Veteran Tree is unsafe or an immediate hazard.
- 3.6 The Grantor covenants and agrees that it shall preserve, conserve and enhance the native plant life on a Parcel by preserving and maintaining at least 70% of the total ground area of the Native Landscape Area of a Parcel with plants indigenous to Southern Vancouver Island.

- 3.7 The Grantor shall ensure that all construction and excavation waste and fill, soil or other substances deleterious to aquatic life shall be disposed of or placed in such a manner as to prevent their entry into any watercourse or storm drainage system.
- 3.8 (1) Subject to subparagraph (2), the Grantor covenants and agrees that it shall not construct or install any dock, any part of which is located on the Land or on the foreshore adjacent to the Land for the benefit of any Parcel.
- (2) Subparagraph (1) shall not apply to the Marina and does not apply:
- (a) if the Grantor does not receive approval for the construction or use of the Marina from all authorities having jurisdiction for such construction or use; or
- (b) to a dock constructed in connection with a lodge.
- 3.9 The Grantor covenants and agrees that if it constructs any single family residence on the Land that is not required under the Zoning Bylaw to be connected initially to the Community Water Line, then it shall carry out such construction in a manner that does not impair the quality or potability of any source of ground water used as drinking water serving any other Parcel from what such quality or potability was prior to such construction.
- 3.10 Following commissioning of the Community Water Line, the Grantor shall not use or permit the use of the Land for any use permitted under the Zoning Bylaw unless, at its cost, the Grantor uses best efforts to connect or cause to be connected a Parcel Capable of Connection to the Community Water Line including a Parcel referred to in paragraph 3.9.
- 4.0 Restrictions on Subdivision of Land**
- 4.1 The Land shall not be subdivided except in accordance with the regulations of the Zoning Bylaw and unless:
- (a) the Grantor installs, at the Grantor's cost, public walking trails to be secured by a Statutory Right of Way or park dedication in favour of the Grantee. These trails shall:
- (i) be three metres wide and shall be constructed to standards comparable with the public walking trails in East Sooke Park;
- (ii) be in the approximate location shown on Schedule "A".
- 4.2 Where the public walking trails are included within a Statutory Right of Way, the Grantor may construct beneath the walking trails referred to in section 2.1(a) services for water, sewer, hydro, telephone, gas and other utilities necessary to provide services to the development to be constructed on the Land.

- 4.3 The total length of the public walking trail referred to in section 2.1(a), including that part in the Silver Spray Lands, will not exceed 2375 metres.
- 4.4 Subject to the approval of SEAPARC, the area of land included within a public walking trail:
- (a) may, where secured by Statutory Right of Way, and
 - (b) shall, where dedicated,

be taken into account by the Grantee when calculating the area of parkland to be dedicated upon the subdivision of the Land in accordance with section 941 of the *Local Government Act*.

5.0 General

- 5.1 The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses, or legal fees whatsoever which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the Grantor's breach of any covenant contained in this Agreement.
- 5.2 The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Grantor can or may have against the Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of or connected with the Grantor's breach of any covenant in this Agreement.
- 5.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor, and, without limiting the generality of the foregoing, nothing in this Covenant shall be interpreted as interfering with the statutory power of a building inspector under the *Local Government Act* to request that the Grantor provide a report by a professional engineer with experience in geotechnical engineering prior to the issuance of a building permit in relation to a building or structure to be constructed on the Land.
- 5.4 The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.

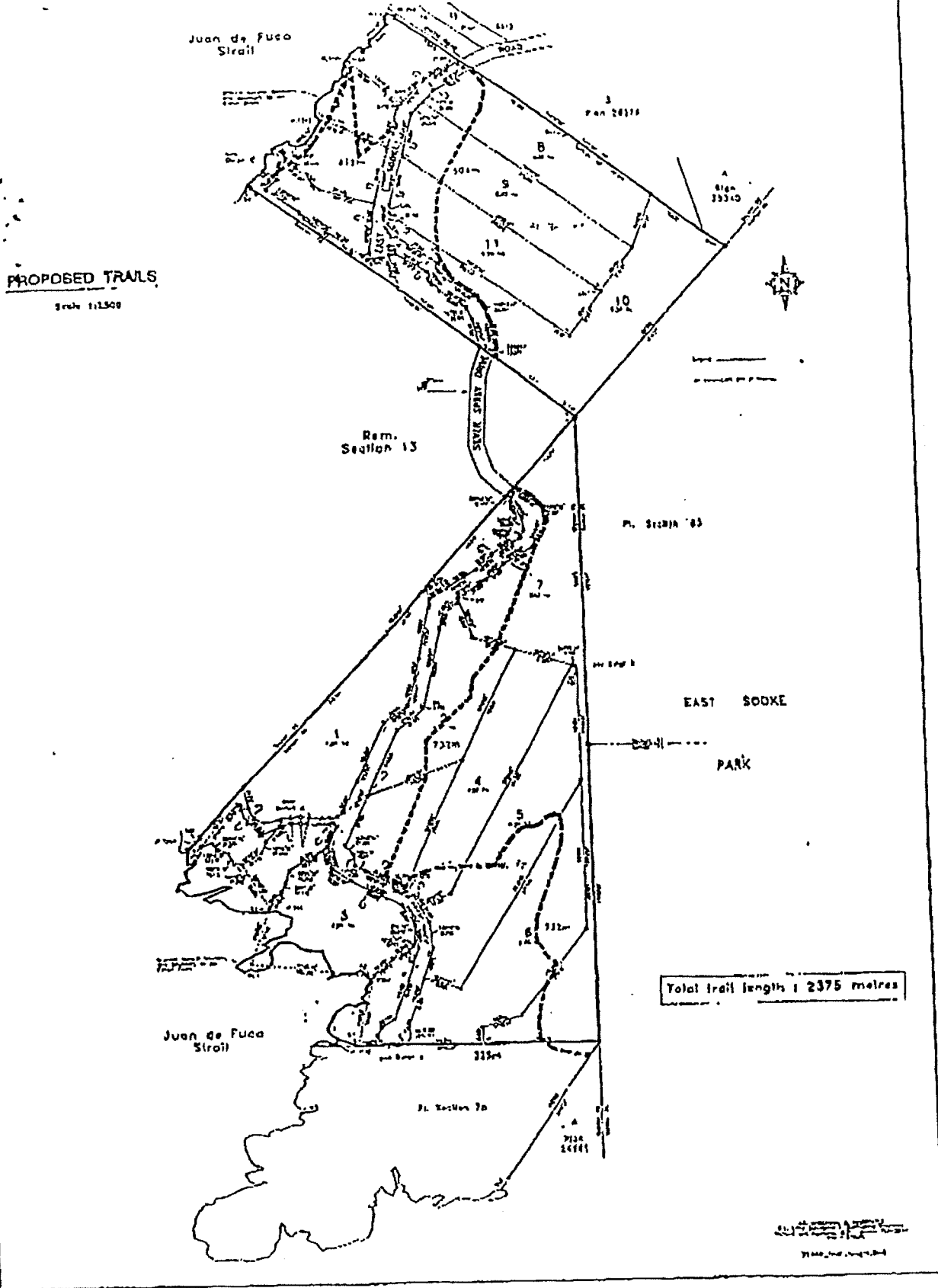
- 5.5 The Grantor covenants and agrees for itself, its successors and permitted assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of the Grantor's ownership of the Land or any Parcel.
- 5.6 The Grantee shall forthwith deliver to the Grantor a registrable discharge of this Covenant if:
- (a) the Grantee has not adopted Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, and Bylaw No. 2951, A Bylaw to Amend Bylaw No. 2040, "Sooke Land Use Bylaw, 1992" (the "Bylaws"), within six months of the approval of Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, under section 913 of the *Local Government Act*; or
 - (b) the Bylaws are amended, repealed or held invalid by a Court of competent jurisdiction, except that this Covenant shall not be discharged in respect of any Parcel to the extent that the Grantor is entitled to complete the development and continue to use such Parcel for the uses permitted under the Bylaws or under section 911 of the *Local Government Act* or successor legislation.
- 5.7 At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 5.8 Time is to be the essence of this Agreement.
- 5.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- 5.10 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 5.11 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 5.12 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 5.13 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

6.0 Priority Agreements

- 6.1. Island Savings Credit Union as the registered holder of a charge by way of Mortgage and Assignment of Rents against Land which said charge is registered in the Land Title Office at Victoria, British Columbia, under #ET18261 and #ET18262 respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the Land in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

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

SCHEDULE "A"



Certified Correct this 9th day of May 2002.

M.S. Manson

M.S. Manson B.C.L.S.

Exhibit "P"

9 56

ET071317

26 JUN 2002 09 56

ET071316

LAND TITLE ACT
Form C (Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 16 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Staples McDannold Stewart
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria, BC V8W 1B3 380-7744
File #111 1022 AMENITY SS#1/CS/WG
BURNS SERVICES
David Adams
Authorized Signatory 10303

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
SEE SCHEDULE

3. Nature of Interest Description Document Reference (page & paragraph) Person Entitled to Interest
SEE SCHEDULE

01 02/06/26 09:57:34 01 VI 399070
CHARGE \$110.00

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s) (Grantor(s)):
SILVER SPRAY INVESTMENTS INC. (#526957),
FERRAPIN MORTGAGE INVESTMENT CORP. (#174844), ARTHUR SERVICES LTD. (#171802)
ROYAL BANK OF CANADA

6. Transferee(s) (Grantee(s)): (including postal address(es) and postal code(s)) *
CAPITAL REGIONAL DISTRICT, 524 Yates Street, Victoria, B.C. V8W 2S6

7. Additional or Modified Terms: N/A

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature:

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

Execution Date:

Y	M	D
2002	6	6

Party(ies) Signature:

Silver Spray Investments Inc.
by its authorized signatories:

Print Name:

M. THORNTON

Print Name: MICHAEL THORNTON

(as to both signatures)

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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
Form D

EXECUTIONS CONTINUED

Officer Signature:

Execution Date:

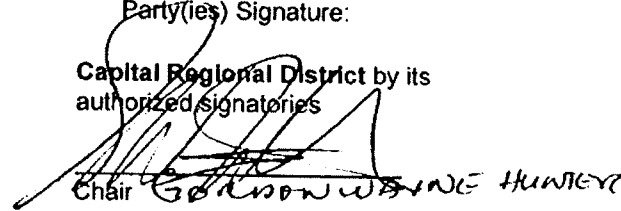
Party(ies) Signature:



Gary E. Hinde
Capital Regional District
524 Yates Street, Victoria, B.C. V8W 2S6
A Commissioner for Taking Affidavits
in the Province of British Columbia

Y	M	D
2002	6	25
2002		
2002	6	12

Capital Regional District by its
authorized signatories



Chair GORDON WAYNE HUNTER

Carmen Thiel
Secretary CARMEN THIEL

As to priority

~~Terrapin Mortgage Investment
Corp. by its authorized signatories~~

~~Print Name:~~

~~Print Name:~~

(as to both signatures)




RON L. BOZZER
LAWYER
BORDEN LADNER GERVAIS LLP
LAWYERS · PATENT · TRADE-MARK AGENTS
1200 Waterfront Centre, 200 Burrard Street
P.O. Box 48600, Vancouver, Canada V7X 1T2
Direct Tel: 604-610-4334
Direct Fax: 604-622-3834
email: rbozzer@bigcanada.com
"an Ontario Limited Liability Partnership"

2002 6 12

As to priority

Arthur Services Ltd. by its
authorized signatories:

(WILLIAM BRYDEN)
Print Name:


Print Name:
William Bryden

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.

LAND TITLE ACT
Form D

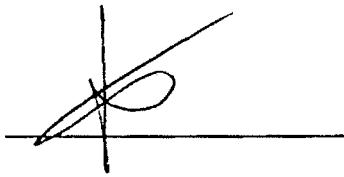
EXECUTIONS CONTINUED

Page 3

Officer Signature:

Execution Date:

Party(ies) Signature:




as to both signatures

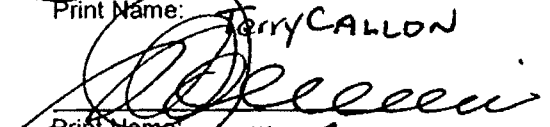
HEATHER NORTHRUP
BARRISTER & SOLICITOR
ROYAL BANK OF CANADA
1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3S5

Y	M	D
2002	6	12

As to priority

Royal Bank of Canada by its
authorized signatories:


Print Name: Terry CALLON


Print Name: William POPOVIC

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.

**LAND TITLE ACT
Form E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. Parcel Identifier(s) and Legal Description(s) of Land:
- | (PID) | (Legal Description) |
|-------------|--|
| 024-573-396 | Lot 1, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-418 | Lot 3, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-426 | Lot 4, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-434 | Lot 5, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-442 | Lot 6, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-451 | Lot 7, Section 78, Sooke District, Plan VIP 69361 |
| 024-573-469 | Lot 8, Section 83, Sooke District, Plan VIP 69361 |
| 024-573-477 | Lot 9, Section 83, Sooke District, Plan VIP 69361 |
| 024-573-485 | Lot 10, Section 83, Sooke District, Plan VIP 69361 |
| 024-573-493 | Lot 11, Section 83, Sooke District, Plan VIP 69361 |

3. Nature of Interest Description	Document Reference (page & paragraph)	Person Entitled to Interest
S. 219 Land Title Act Covenant	Entire Document except Paras. 6.1 6.2 and 6.3	Grantee
Priority Agreement over #EM109162 and #ES48674	Paragraph 6.1	Grantee
Priority Agreement over #ES87867	Paragraph ^{6.1} 6.2	Grantee
Priority Agreement over #ET18263 and #ET18264 and #ET63097	Paragraph ^{6.2} 6.3	Grantee

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Grantor, Silver Spray Investments Inc. is the registered owner of certain lands legally described as:

PID:

- 024-573-396 Lot 1, Section 78, Sooke District, Plan VIP 69361 ("Lot 1")
- 024-573-418 Lot 3, Section 78, Sooke District, Plan VIP 69361 ("Lot 3")
- 024-573-426 Lot 4, Section 78, Sooke District, Plan VIP 69361 ("Lot 4")
- 024-573-434 Lot 5, Section 78, Sooke District, Plan VIP 69361 ("Lot 5")
- 024-573-442 Lot 6, Section 78, Sooke District, Plan VIP 69361 ("Lot 6")
- 024-573-451 Lot 7, Section 78, Sooke District, Plan VIP 69361 ("Lot 7")
- 024-573-469 Lot 8, Section 83, Sooke District, Plan VIP 69361 ("Lot 8")
- 024-573-477 Lot 9, Section 83 Sooke District, Plan VIP 69361 ("Lot 9")
- 024-573-485 Lot 10, Section 83, Sooke District, Plan VIP 69361 ("Lot 10")
- 024-573-493 Lot 11, Section 83, Sooke District, Plan VIP 69361 ("Lot 11")

(together the "Land");

B. The Grantee is the Capital Regional District;

C. The Land contains significant amenities including flora, fauna and natural features of importance to the Grantor, the Grantee and the public and is located adjacent to the Strait of Juan de Fuca;

D. The Grantor wishes and has agreed to grant to the Grantee a covenant pursuant to section 219 of the *Land Title Act* to restrict the use and development of the Land in order to protect, preserve, conserve, maintain and enhance the natural, environmental, wildlife and plant values relating to the Land to the extent provided in the Covenant, to restrict the use of and construction on certain parts of the Land and to secure the installation of public walking trails and the dedication of some of the parkland to be dedicated at the time of subdivision of the Land;

E. The Grantor has offered to install a community water line to serve development on the Land and on Lot 2, Section 78, Sooke District, Plan VIP69361 ("Lot 2"), and all that part of Section 78, Sooke District, lying to the south of a line drawn due west from a point on the east boundary of said section distant 15 chains northerly from the south east corner thereof, except part in Plan 26861 ("Part of Section 78"), and has agreed to grant this Covenant pursuant to section 219 of the *Land Title Act* to provide for connection of parcels to the community water line.

NOW THEREFORE in consideration of the payment of \$10.00 by the Grantee to the Grantor, the receipt and sufficiency of which is acknowledged by the Grantor, and in consideration of the promises exchanged below, the parties agree as follows:

1.0 Interpretation**1.1 In this Agreement,**

- (a) **"Amenities"** include the natural, environmental, wildlife and native plant values relating to the Land.
- (b) **"Capable of Connection"** means a Parcel that abuts a street or statutory right of way upon or under which there is a water main constructed as part of a community water line with sufficient capacity to serve the Parcel.
- (c) **"Commissioning"** means the acceptance and the commencement of operation of a Community Water Line by the CRD.
- (d) **"Community Water Line"** means an 8 inch water main and distribution system to be constructed by the Grantor at its cost to serve the Land, Lot 2 and Part of Section 78.
- (e) **"Friendship Beach Park Area"** means that part of Lots 9 and 11 shown as areas 1 and 5 in heavy outline on the reference plan of covenant prepared by Michael S. Manson, B.C.L.S. and dated May 9, 2002, a reduced print of which is attached as Schedule "C" which is to be dedicated as park by the Grantor. *Plan
VIP73877*
- (f) **"Land"** means any and all parts of the Land.
- (g) **"Manufactured Home"** means a residential dwelling which meets CSA Standard CAN/CSA A277 series, or its successor, parts of which are pre-manufactured offsite with the pre-manufactured components of the residential dwelling being assembled on site. Manufactured Home shall not mean a mobile home as defined in the Zoning Bylaw.
- (h) **"Marina"** means the marina that may be constructed on or adjacent to Lots 8 and 9, Section 83, Sooke District, Plan VIP69361 under the Zoning Bylaw.
- (i) **"Native Landscape Area"** means that part of a parcel not covered by buildings, pathways, driveways or paving.
- (j) **"Natural Boundary"** means the visible high water mark of any lake, river, stream or body of water, including the sea, where the presence and action of the water are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from its banks in vegetation, as well as in the nature of the soil itself.
- (k) **"Parcel"** means any parcel into which the Land is subdivided.

- (l) **"Permitted Development Area"** means the area of a Parcel within which those improvements or, structures constructed, placed and used in accordance with the Zoning Bylaw and which lie at least fifteen (15) metres from the natural boundary of the sea.
- (m) **"SEAPARC"** means the Sooke and Electoral Area Parks and Recreation Commission established under the *Local Government Act* having jurisdiction over the administration and operation of community parks within that part of the Juan de Fuca Electoral Area formerly within the Sooke Electoral Area, or its successor.
- (n) **"Veteran Tree"** means any tree that has a stem diameter of at least 50 centimetres, 1.5 meters above the ground.
- (o) **"Zoning Bylaw"** means the Zoning Bylaw of the Capital Regional District or its successor applicable to the Land.

1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.3 Headings are for reference only and do not form part of this Agreement.

2.0 Intent of Agreement

2.1 The parties agree that the general intent of this Agreement is to:

- (a) protect, preserve, conserve, maintain, enhance the Land and the Amenities in their natural state;
- (b) minimize the impact of building and site development on Amenities within the Land;
- (c) provide for the location and installation of public pedestrian trails on the Land; and
- (d) provide for the connection of certain Parcels to the Community Water Line.

3.0 Restrictions on Use and Construction on the Land

3.1 The Grantor covenants and agrees that, except for the development permitted in section 3.2 and the alteration or removal of trees or vegetation permitted in Sections 3.4, 3.5 and 3.6 of this Agreement, it will preserve the Land substantially in its natural state, and, in particular, without limiting the foregoing, the Grantor covenants and agrees that it will not apply for a building permit required for the construction of an improvement on any Parcel unless it has submitted, together with the application for such permit either a plan for a storm water drainage system certified by a professional engineer for that Parcel to prevent the entry of oils, greases and other

contaminants to natural watercourses and the marine environment, or an opinion written by a certified professional engineer, having experience with stormwater management, that such a storm water drain system is not required for that Parcel.

- 3.2 The Grantor may, in accordance with this Covenant, construct or place or cause to be constructed or placed:
- (a) on a Parcel, a driveway, parking area, a lawn, garden and pathways for pedestrian and vehicular access to a Parcel and utilities to service the Parcel; and
 - (b) where permitted under the Zoning Bylaw, within the Permitted Development Area of a Parcel:
 - (i) a residential dwelling (including a manufactured home);
 - (ii) accessory structures permitted under the Zoning Bylaw;
 - (iii) a sewage disposal system; and
 - (iv) golf course.
- 3.3 The Grantor covenants and agrees that it shall construct any building so that the underside of any floor system for habitation, storage of goods or, where permitted by the Zoning Bylaw, business purposes, is no lower in elevation than 1.5 metres above the natural boundary of the sea.
- 3.4 The Grantor covenants and agrees that except where required for the construction and maintenance of the improvements permitted under section 3.2, as permitted under section 3.5, and the preservation of existing ocean views, it will not cut, trim, damage, defoliate or remove any tree or vegetation.
- 3.5 (1) The Grantor covenants and agrees that subject to subsection (2), within the Land it will not cut, trim, damage, defoliate or remove any Veteran Tree:
- (a) outside a Permitted Development Area; and
 - (b) within a Permitted Development Area only:
 - (i) with the approval of the Capital Regional District; and
 - (ii) to the extent necessary for the construction of the improvements permitted under section 3.2.
- (2) The Grantor may trim or remove a Veteran Tree after obtaining and providing to the Grantee certification by a landscape architect, forester or professional arborist specifying that the Veteran Tree is unsafe or an immediate hazard.

- 3.6 The Grantor covenants and agrees that it shall preserve, conserve and enhance the native plant life on a Parcel by preserving and maintaining at least 70% of the total ground area of the Native Landscape Area of a Parcel with plants indigenous to Southern Vancouver Island.
- 3.7 The Grantor covenants and agrees that it shall not use any part of the Land for a storage yard except that part of Lot 1, Section 78, Sooke District, Plan VIP69261 shown in heavy outline on reference plan of covenant prepared by Michael S. Manson and dated May 9, 2002, a reduced print of which is attached to this Covenant as Schedule "B".
- 3.8 The Grantor shall ensure that all construction and excavation waste and fill, soil or other substances deleterious to aquatic life shall be disposed of or placed in such a manner as to prevent their entry into any watercourse or storm drainage system.
- 3.9 (1) Subject to subparagraph (2), the Grantor covenants and agrees that it shall not construct or install any dock, any part of which is located on the Land or on the foreshore adjacent to the Land for the benefit of any Parcel.
- (2) Subparagraph (1) shall not apply to the Marina and does not apply if the Grantor does not receive approval for the construction or use of the Marina from all authorities having jurisdiction for such construction or use.
- 3.10 The Grantor covenants and agrees that if it constructs any single family residence on the Land that is not required under the Zoning Bylaw to be connected initially to the Community Water Line, then it shall carry out such construction in a manner that does not impair the quality or potability of any source of ground water used as drinking water serving any other Parcel from what such quality or potability was prior to such construction.
- 3.11 Following commissioning of the Community Water Line, the Grantor shall not use or permit the use of the Land for any use permitted under the Zoning Bylaw unless, at its cost, the Grantor uses best efforts to connect or cause to be connected a Parcel Capable of Connection to the Community Water Line, including a Parcel referred to in paragraph 3.10.
- 4.0 Restrictions on Subdivision of Land**
- 4.1 The Land shall not be subdivided except in accordance with the regulations of the Zoning Bylaw and unless:
- (a) hook-up to a Community Water Line is provided at the Grantor's cost at the road frontage to each of the Parcels adjacent to Lot 3, Section 89, Sooke District, Plan 26576 that draws water under licence from Festus Brook where the owners of those Parcels agree at the time of the installation of the Community Water Line to voluntarily release their existing water licences to draw water from Festus Brook;

Plan
VIP7387

- (b) the Grantor installs, at the Grantor's cost, public walking trails to be secured by a Statutory Right of Way or park dedication in favour of the Grantee. These trails shall:
- (i) be three metres wide and shall be constructed to standards comparable with the public walking trails in East Sooke Park;
 - (ii) be in the approximate location shown on Schedule "A"; and
 - (iii) not be constructed within any part of the Land located within the Farming Development Permit area designated under the East Sooke Local Area Plan required by the Agricultural Land Commission as a buffer between a farming use of land within the Agricultural Land Reserve and development on the Land.
- (c) the Grantor installs, at the Grantor's cost, public pedestrian access to Friendship Beach Park Area in the approximate areas shown as 2, 3 and 4 of Schedule "C". The pedestrian access shall be three metres wide and constructed to standards comparable to walking trails in East Sooke Park.
- 4.2 Where the public walking trails are included within a Statutory Right of Way, the Grantor may construct beneath the walking trails referred to in section 4.1(b) services for water, sewer, hydro, telephone, gas and other utilities necessary to provide services to the development to be constructed on the Land.
- 4.3 The total length of the public walking trail referred to in section 4.1(b) including that part in Lot 2, Section 78, Sooke District, Plan VIP69361, will not exceed 2375 meters.
- 4.4 Subject to the approval of SEAPARC, the area of land included within a public walking trail:
- (a) may, where secured by Statutory Right of Way, and
 - (b) shall, where dedicated,
- be taken into account by the Grantee when calculating the area of parkland to be dedicated upon the subdivision of the Land in accordance with section 941 of the *Local Government Act*.
- 4.5 The Grantor covenants and agrees that it shall not subdivide the Land unless:
- (a) the plan of subdivision of such Lot dedicates the Friendship Beach Park Area as community park; and
 - (b) SEAPARC accepts the Friendship Beach Park Area as community park.

- 4.6 Until the dedication of Friendship Beach Park Area referred to in paragraph 4.5, the Grantor will preserve the Friendship Beach Park Area substantially in its natural state and, in particular, without limiting the generality of the foregoing, the Grantor covenants and agrees that it will not cut, trim, damage, defoliate or remove any tree or native vegetation within the Friendship Beach Park Area.
- 4.7 Notwithstanding the foregoing, if the Friendship Beach Park Area is dedicated as community park, the area of Land included within the Friendship Beach Park Area will be taken into account by the Grantee when calculating the area of parkland to be dedicated upon the subdivision of the Land in accordance with section 941 of the *Local Government Act*.
- 4.8 Notwithstanding the foregoing, if SEAPARC does not accept as community park the Friendship Beach Park Area or such other area of land adjacent to Friendship Beach as may be agreed upon by the Grantor and the Grantee, then paragraph 4.5 shall no longer apply and shall no longer be an obligation of the Grantor under this Agreement.
- 5.0 General**
- 5.1 The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses, or legal fees whatsoever which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the Grantor's breach of any covenant contained in this Agreement.
- 5.2 The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Grantor can or may have against the Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of or connected with the Grantor's breach of any covenant in this Agreement.
- 5.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor, and, without limiting the generality of the foregoing, nothing in this Covenant shall be interpreted as interfering with the statutory power of a building inspector under the *Local Government Act* to request that the Grantor provide a report by a professional engineer with experience in geotechnical engineering prior to the issuance of a building permit in relation to a building or structure to be constructed on the Land.
- 5.4 The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any

duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.

- 5.5 The Grantor covenants and agrees for itself, its successors and permitted assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of the Grantor's ownership of the Land or any Parcel.
- 5.6 The Grantee shall forthwith deliver to the Grantor a registrable discharge of this Covenant if:
- (a) the Grantee has not adopted Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, and Bylaw No. 2951, A Bylaw to Amend Bylaw No. 2040, "Sooke Land Use Bylaw, 1992" (the "Bylaws"), within six months of the approval of Bylaw No. 2950, A Bylaw to Amend "The Sooke Official Community Plan Bylaw, 1988", Appendix V, East Sooke Local Area Plan, under section 913 of the *Local Government Act*; or
 - (b) the Bylaws are amended, repealed or held invalid by a Court of competent jurisdiction, except that this Covenant shall not be discharged in respect of any Parcel to the extent that the Grantor is entitled to complete the development and continue to use such Parcel for the uses permitted under the Bylaws or under section 911 of the *Local Government Act* or successor legislation.
- 5.7 At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 5.8 Time is to be the essence of this Agreement.
- 5.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- 5.10 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 5.11 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 5.12 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

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

6.0 Priority Agreements

~~6.1. Terrapin Mortgage Investment Corp., as the registered holder of charges by way of Mortgage and Priority Agreement against PID 024-573-418, PID 024-573-426, PID 024-573-477 and PID 024-573-493 which said charges are registered in the Land Title Office at Victoria, British Columbia, under #EM109692 and #EM109693 respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon PID 024-573-418, PID 024-573-426, PID 024-573-477 and PID 024-573-493 in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.~~

6.1
6.2.

Arthur Services Ltd. as the registered holder of a charge by way of Mortgage against the Land which said charge is registered in the Land Title Office at Victoria, British Columbia, under #ES87867 for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the Land in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

6.2
6.3

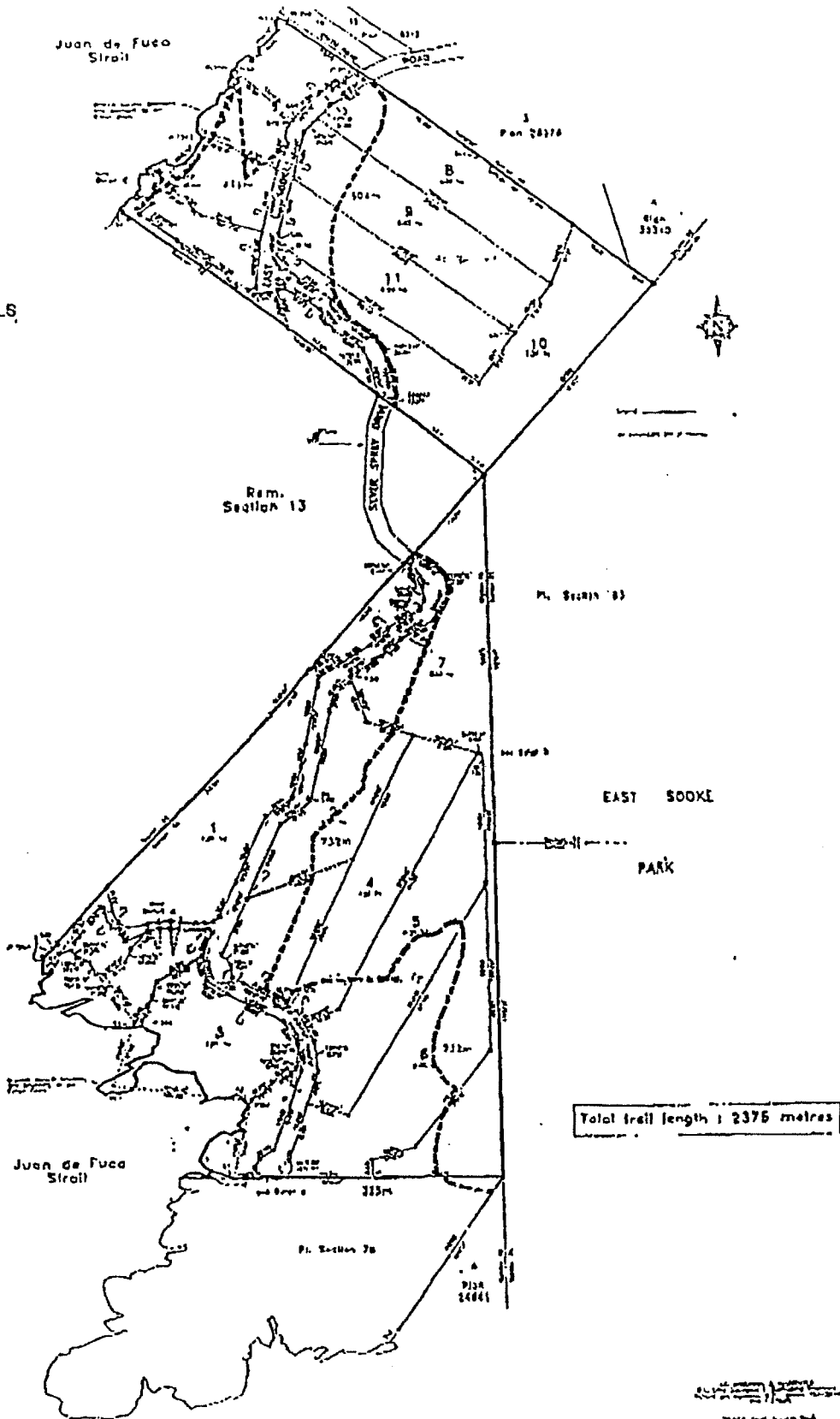
Royal Bank of Canada as the registered holder of a charge by way of Mortgage and Assignment of Rents against PID 024-573-396, PID 024-573-434, PID 024-573-442, PID 024-573-451, PID 024-573-469, and PID 024-573-485, which said charges are registered in the Land Title Office at Victoria, British Columbia, under #ET18263 and #ET18264 respectively, and is the registered holder of a charge by way of Mortgage registered against the Land under #ET63907, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within S. 219 Covenant shall be an encumbrance upon the above described properties in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

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

SCHEDULE "A"

PROPOSED TRAILS

Scale 1:2500



Certified Correct this 9th day of May 2002.

M.S. Mansorn

M.S. Mansorn B.C.L.S.

SCHEDULE "B"

REFERENCE PLAN OF COVENANT OVER LOT 1, PLAN VIP69361, SECTION 78, SOOKE DISTRICT

(PREPARED PURSUANT TO SECTION 99(1) OF THE LAND TITLE ACT)

B.C.C.S. 928.032

PLAN _____

Deposited in the Land Title Office at Victoria, B.C., this

_____ day of _____, 2002

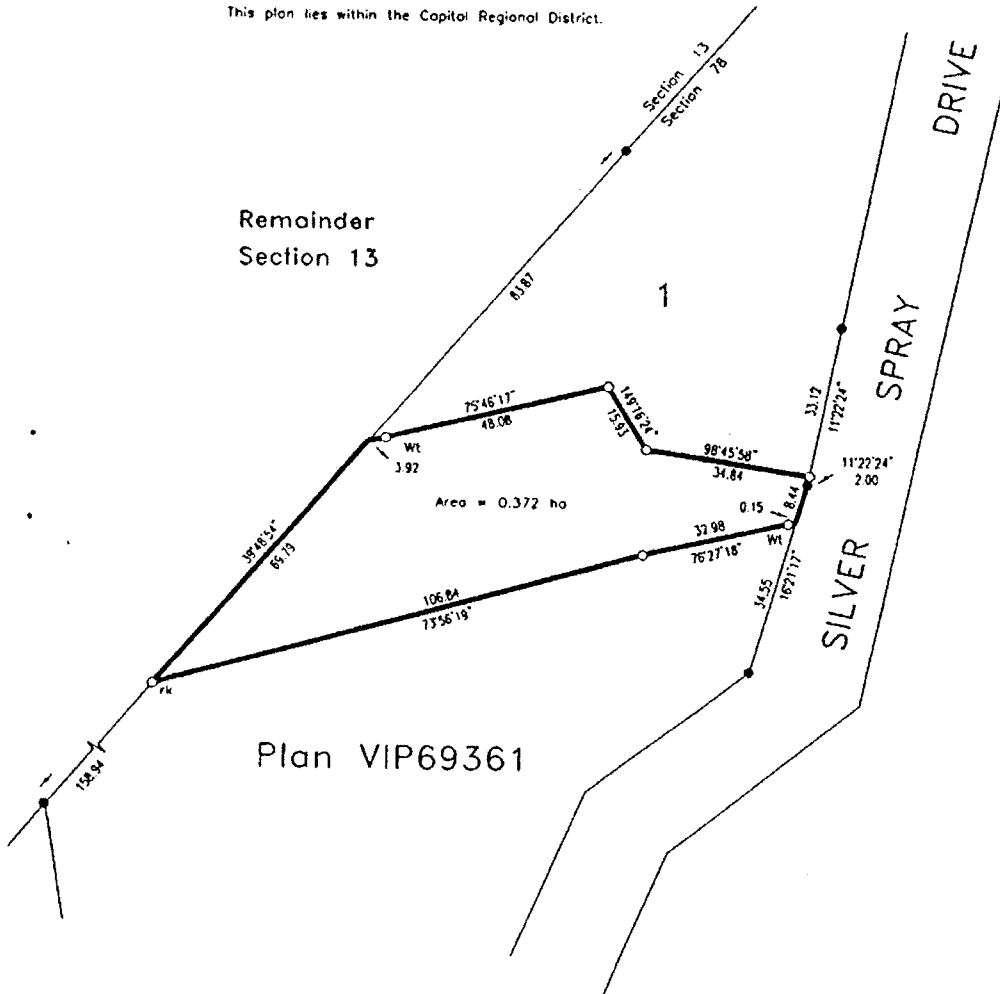
Registrar

Scale 1:1000



Legend

- Sq. M. denotes square metres
- All distances shown are in metres
- Standard Iron Post set
- Standard Iron Post found
- rk denotes Iron Post in rock
- Bearings are astronomic and derived from Plan VIP69361
- This plan lies within the Capital Regional District.



I, Michael S. Manson, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally supervised the survey as represented by this plan and that the survey and plan are correct. The survey was completed on the

9th day of May, 2002
 Michael S. Manson
 B.C.L.S.

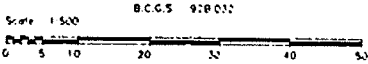
J.E. ANDERSON & ASSOCIATES
 B.C. Land Surveyors - Consulting Engineers
 Victoria and Nanaimo, B.C. phone 727-2214
 File: 21689

21689_SYA_COVENANT DWG

SCHEDULE "C"

REFERENCE PLAN OF COVENANT OVER LOTS 9 AND 11, PLAN VIP69361, SECTION 83, SOOKE DISTRICT

(PREPARED PURSUANT TO SECTION 99(1)(b) OF THE LAND TITLE ACT)



- Legend
- Sc. M. denotes square metres
 - All distances shown are in metres
 - Standard Iron Post found
 - Standard Iron Post set
 - ⊕ denotes Iron Post set in rock
 - Bearings are astronomic and derived from Plan VIP69361

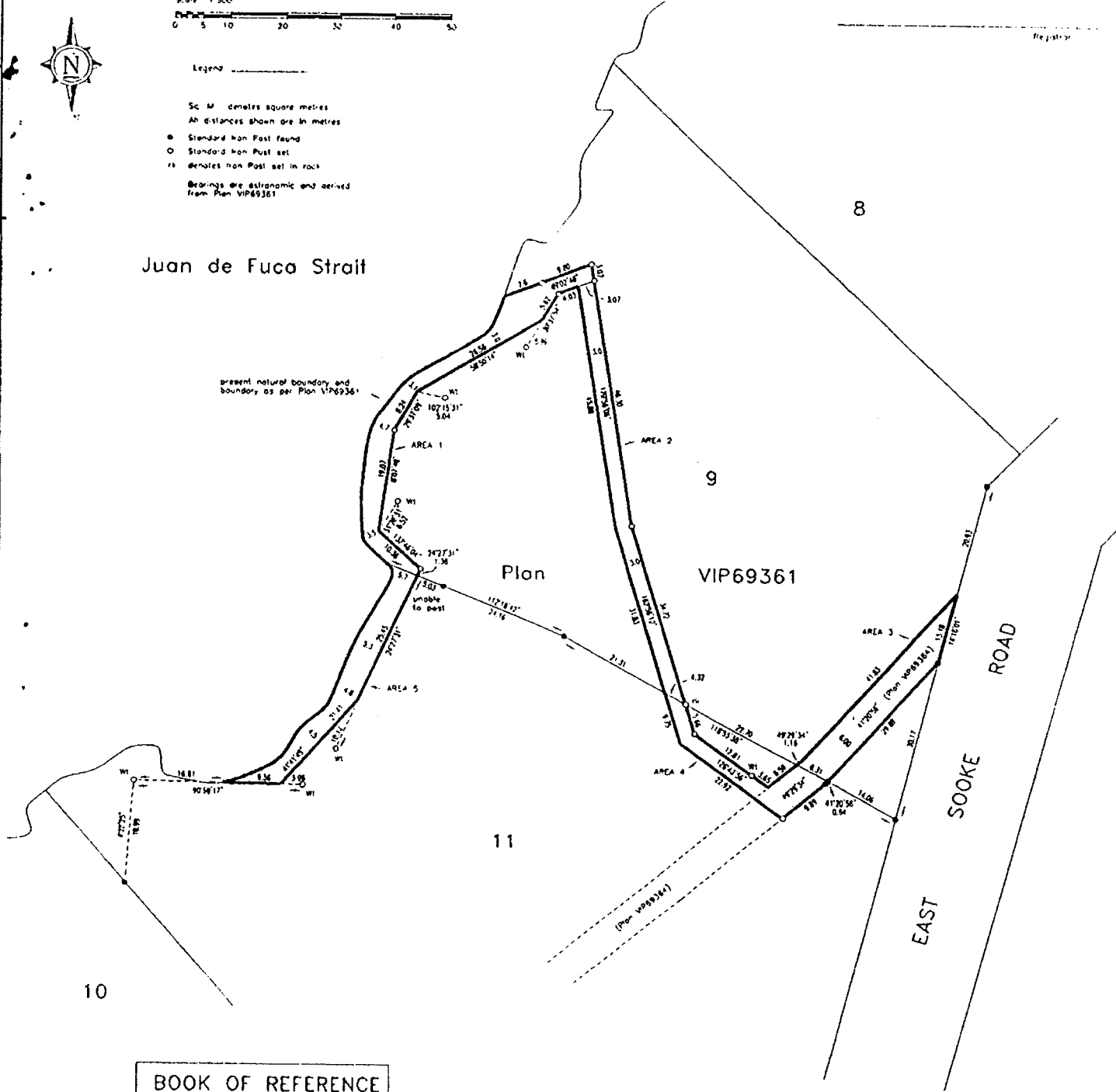
PLAN _____

Deposited in the Land Title Office at Victoria, B.C. this _____ day of _____ 2002

Registrar

Juan de Fuca Strait

present natural boundary and boundary as per Plan VIP69361



BOOK OF REFERENCE		
AREA	LOT	SIZE (Sq. M.)
1	9	302
2	9	226
3	9	219
4	11	134
5	11	215

JE ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria and Nanaimo, B.C. phone 727-2214
Fax 728-8899

This plan lies with the
Capital Regional Council

I, Michael S. Manson, a British Columbia Land Surveyor of Victoria, in British Columbia, certify that I was present at and personally superintended the survey as represented by this plan and that the survey and plan are correct. The survey was completed on the
9th day of May 2002
Michael S. Manson
B.C.C.S.

File: 11047.001

26 JUN 2002 09 56

ET071316

VIP73877

LAND TITLE ACT

01 02/06/26 09:57:24 01 VI 399070
PLANS \$50.00

FORM 11(a)

Section 99 (1) (e), (j) and (k)

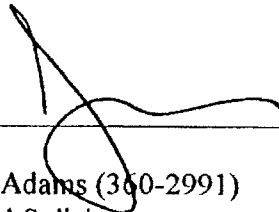
APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (Charge)

I, Jack Angus of Patterson Adams, Barristers and Solicitors (No. 10270), 402-707 Fort St., P.O. Box 1231, Victoria, B.C., V8W 2T6, apply on behalf of SILVER SPRAY INVESTMENTS INC. (Inc. No.: 526957) of 1100-1185 West Georgia Street, Vancouver, BC V6E 4E6, the registered owner, to deposit Reference Plan of Covenant over Lots 9 and 11, Plan VIP69361, Section 83, Sooke District.

We enclose:

1. The Reference Plan.
2. The reproductions of the plan required by Section 67(u).
3. Fees of \$50.00.

Dated at the City of Victoria, in the Province of British Columbia, this 24th day of June, 2002.



Jack Angus
of Patterson Adams (360-2991)
Barristers and Solicitors
402-707 Fort St., P.O. Box 1231
Victoria, B.C., V8W 2T6

BURNS SERVICES

File: 11047.001

26 JUN 2002 09 56

ET071317

VIP73878

LAND TITLE ACT

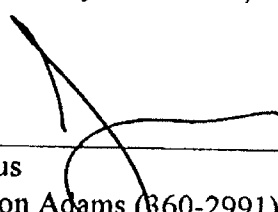
FORM 11(a)
Section 99 (1) (e), (j) and (k)01 02/06/26 09:57:26 01 01
PLANS399070
\$50.00**APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (Charge)**

I, Jack Angus of Patterson Adams, Barristers and Solicitors (No. 10270), 402-707 Fort St., P.O. Box 1231, Victoria, B.C., V8W 2T6, apply on behalf of SILVER SPRAY INVESTMENTS INC. (Inc. No.: 526957) of 1100-1185 West Georgia Street, Vancouver, BC V6E 4E6, the registered owner, to deposit Reference Plan of Covenant over Lot 1, Plan VIP69361, Section 78, Sooke District.

We enclose:

1. The Reference Plan.
2. The reproductions of the plan required by Section 67(u).
3. Fees of \$50.00.

Dated at the City of Victoria, in the Province of British Columbia, this 24th day of June, 2002.



Jack Angus
of Patterson Adams (360-2991)
Barristers and Solicitors
402-707 Fort St., P.O. Box 1231
Victoria, B.C., V8W 2T6

BURNS SERVICES

AGREEMENT OF PURCHASE AND SALE

Re: *Strata Plan VIS6274 at Silver Spray, Sooke, BC, V0S 1N0*

SELLER: First Maritime Real Estate Development Inc.
ADDRESS: 307 – 100 West Pender Street
Vancouver, B.C.
POSTAL: V6B 1R8
FAX: (604) 980.1984
PHONE: (604) 988.3370
RESIDENT OF CANADA NON-RESIDENT OF CANADA
as defined under the *Income Tax Act*.

BUYER: _____
BUYER: _____
ADDRESS: _____
POSTAL: _____ FAX: _____
PHONE: _____
OCCUPATION: _____

PROPERTY: Civic Address: # _____ Ocean Park Place, Sooke, BC, V0S 1N0
Legal Description: **Strata Lot** _____, Section 78, Sooke District, Strata Plan VIS6274 **PID** 027-08 ____ - _____

The Buyer hereby offers to purchase the Property from the Seller on the following conditions and upon the terms and conditions set out in Schedule "A" attached hereto which forms an integral part hereof.

1. **PURCHASE PRICE:** The purchase price of the Property will be _____ DOLLARS (\$ _____) ("**Purchase Price**") payable in lawful money of Canada as follows:
 - (a) DEPOSIT of _____ DOLLARS within seven (7) days of \$ _____ execution of this Agreement by the Seller unless the Buyer delivers written notice (the "Cancellation Notice") to the Seller cancelling this Agreement by 5:00 p.m. on the seventh day following the execution of this Agreement by the Seller. If the Cancellation Notice is so delivered, this Agreement shall be null and void.
 - (b) BALANCE OF PURCHASE PRICE on the Completion Date (as defined below and subject to the additional terms and conditions set out in Schedule "A").
2. **MONTHLY MAINTENANCE FEES:** The Buyer acknowledges that monthly maintenance fees payable to Strata Corporation VIS6274 (the "Strata Corporation") in respect of the Property are payable in the estimated amount of \$ _____. On or before the Completion Date (as defined below), and on or before every anniversary of the Completion Date, the Buyer agrees to provide the Strata Corporation, or its then-current property manager (as applicable), with twelve (12) post-dated cheques made payable to the Strata Corporation for payment of the monthly maintenance fees for each year.
3. **COMPLETION DATE:** The sale of the Property will be completed on _____, 20____ ("**Completion Date**") at the appropriate Land Title Office.

THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT BEFORE YOU SIGN.

This Agreement is open for acceptance until two (2) o'clock pm (PST) on _____, 200__ and upon acceptance by the Seller by signing a copy of this Agreement, there shall be a binding Agreement of Purchase and Sale on the terms and conditions herein contained subject only to the Buyer's option to cancel this Agreement as contained in subparagraph 1(a) above.

DATED AT _____, British Columbia, this ____ day of _____, 200__

Witness (as to both signatures)

Buyer

Buyer

This Agreement of Purchase and Sale is accepted by First Maritime Real Estate Development Inc. on this _____ day of _____, 200__ and promises and agrees to the sale of the Property on the terms and conditions set out herein.

FIRST MARITIME REAL ESTATE DEVELOPMENT INC.

Per: _____
Authorized Signatory

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS

1. **Deposit.** The Deposit shall be paid to Fraser Milner Casgrain LLP (the "Seller's Solicitors") and shall be held in trust by the Seller's Solicitors in accordance with the *Real Estate Services Act*, with any interest accruing thereon to be credited to the Buyer. In the event the Buyer fails to pay the Deposit as and when required by this Agreement, the Seller may, at the Seller's option, terminate this Agreement.
2. **Taxes.** The Purchase Price does not include goods and services tax ("GST"), property transfer tax or social services tax, all of which shall be payable by the Buyer. GST shall be paid by the Buyer to the Seller on or before the Completion Date, and the Seller shall be responsible for accounting for the GST payable to the Canada Revenue Agency. Notwithstanding the foregoing, but provided the Buyer shall deliver to the Seller on or before the Completion Date a Certificate certifying that the Buyer is a registrant for GST purposes under the provisions of the *Excise Tax Act* (Canada), the Buyer shall be permitted to be responsible for accounting for the GST for itself in respect of the purchase of the Property, and, accordingly, shall not be required to remit the GST to the Seller on the Completion Date.
3. **Closing.** The Buyer will cause the Buyer's solicitors to prepare the documents necessary to complete the conveyance of title to the Property into the name of the Buyer and the Buyer's solicitors shall deliver to the Seller's Solicitors a transfer in registrable form and a statement of adjustments at least seven (7) days prior to the Completion Date for the purpose of execution or approval, as appropriate. On the Completion Date, the Seller will transfer the Property to the Buyer free and clear of all registered liens, mortgages, related financial charges and encumbrances (collectively called the "Charges") save and 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, those restrictive covenants, easements, rights of ways and other encumbrances specifically referred to in the Seller's Disclosure Statement, and as otherwise set out herein. The Buyer acknowledges and agrees that the Seller shall not be obliged to discharge the Charges on the Completion Date, but shall discharge the Charges from title of the Property using the Purchase Price payable hereunder in due course following the Completion Date. The Seller will cause the Seller's Solicitors to undertake to the Buyer and the Buyer's solicitors to cause the Charges to be discharged from title for the Property within a reasonable time after the Completion Date. The Seller shall not be obliged to execute a transfer of the Property in favour of any party other than the Buyer.
4. **Documents.** All documents required to give effect to this Agreement will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office on or before the Completion Date.
5. **Possession.** The Buyer shall have vacant possession of the Property as of 12:00 noon on the day following the Completion Date, subject to payment of the Purchase Price.
6. **Adjustments.** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, contributions levied against the Property 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 the Completion Date.
7. **Buyer's Acknowledgments.** The Buyer by the execution of this Agreement acknowledges:
 - (a) that the Buyer is aware that the monthly strata corporation assessment as set out in the Disclosure Statement and on the first page of this Agreement is an estimate only;
 - (b) that, pursuant to the requirements under the *Real Estate Development Marketing Act*, the Buyer, prior to the execution of this Agreement, received a copy of and was given a reasonable opportunity to read the Seller's Disclosure Statement dated July 4, 2007 in respect of the development in which the Property is located (the "Development"), and that the provisions of the Disclosure Statement and the terms of this Agreement are the terms under which the Property is sold and purchased;
 - (c) the Property is bare land and the Buyer agrees to purchase it on "as is, where is" basis, whether or not he/she/they have viewed the Property;
 - (d) that the bylaws of Strata Corporation VIS6274 (the "Strata Corporation") will apply to the Property and contain, amongst other things a provision for levying on the Property owner monthly contributions to the common expenses of Strata Corporation; and
 - (e) that if the Buyer is purchasing one of Strata Lots 1, 2, 8, 9, 10 or 11 in the Development, the Buyer shall share in the costs required to use, maintain, repair, and replace the common wastewater treatment plant to be located on the common property of the Development, which plant will serve only the strata lots referred to herein. The Buyer further acknowledges that such costs shall be payable to the Strata Corporation as part of its monthly maintenance fees, or as otherwise levied against such strata lot by the Strata Corporation.

8. **Tender.** The balance of the Purchase Price for the Property subject to customary adjustments shall be paid to the Seller by way of the Buyer's solicitor's certified trust cheque payable to the Seller's Solicitors in trust on the Completion Date or by bank draft or cash.
9. **Costs.** The Buyer shall bear all costs of the conveyance (including the preparation and registration of the closing documents), delivery of the purchase monies to the Seller, and, if applicable, any costs related to arranging the Buyer's mortgage. The Seller will bear all costs of clearing the Charges from title to the Property.
10. **Risk.** The Property will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date, and after that time, the Property and all included items will be at the risk of the Buyer.
11. **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 public'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.
12. **Marketing.** The Buyer will permit and, to extent that the Buyer is able to do so, will cause the Strata Corporation to permit the Seller to install signs and other marketing materials on the common property to market the strata lots in the Development and to carry out promotions on the common property. The Buyer consents to the use of the common property for marketing the strata lots in the Development and shall not revoke the Buyer's consent for so long as the Seller is the owner of any strata lots in the Development. Further, the Buyer agrees that so long as the Seller has remaining unsold strata lots in the Development, the Buyer will not vote in favour of any resolution of the Strata Corporation which would have the effect of restricting or hindering the Seller during reasonable hours of marketing, advertising or showing such unsold strata lots.
13. **Personal Information.** The Buyer hereby consents to the collection, use and disclosure by the Seller, its agents and the Seller's Solicitors of the Buyer's personal information contained in this Agreement of Purchase and Sale for the purposes of permitting the Seller's Solicitors to hold the Deposit as contemplated in paragraph 1 of this Schedule "A"; permitting the Seller and the Buyer to complete the transaction contemplated by this Agreement; MLS Listings and Statistics (if applicable), property tax assessments and compliance with governmental requirements, and market research.
14. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
15. **No Representations or Warranties.** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Agreement and the representations contained in the Seller's Disclosure Statement (as filed with the Superintendent of Real Estate), and any previous agreements or reservation agreements with respect to the Property made between the Buyer and the Seller or its agents are null and void and of no effect unless specified and mutually agreed to herein.
16. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Seller and the Buyer. This Agreement may not be altered or amended except by written agreement signed by both parties. Any schedules or addenda attached to this Agreement shall form an integral part of this Agreement.
17. **Time.** Time is of the essence hereof, and unless the balance of the Purchase Price (subject to adjustments) has been paid in full by or on the Completion Date in accordance with this Agreement, the Seller may, at the Seller's option, terminate this Agreement, and, in such event, the Deposit paid by the Buyer will be absolutely forfeited to the Seller on account of liquidated damages and not as a penalty, without prejudice to the Seller's other remedies.
18. **Plural.** All words in this Agreement may be read and construed in singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Buyer, the obligations of the Buyers will be construed as joint and several obligations. Any reference to a party includes that party's heirs, executors, administrators, successors and assigns.
19. **Counterparts.** Offer and acceptance of this Agreement of Purchase and Sale may be in counterparts and may be evidenced by facsimile reproduction.
20. **Assignment.** The Buyer may not assign or advertise for sale on MLS (Multiple Listing Service) the Buyer's interest in this Agreement until the Deposit is paid and thereafter without the prior written consent of the Seller. No assignment by the Buyer shall release the Buyer from his/her obligations hereunder. The Buyer shall pay the Seller an administration fee equal to 2% of the Purchase Price plus GST for any assignment of this Agreement or conveyance of the Property other than to the Buyer named herein,

except that where the Buyer assigns this Agreement or wishes for the Seller to convey the Property to a spouse, parent, child, grandparent or grandchild of the Buyer and provides evidence of such relationship satisfactory to the Seller, the Buyer shall only be required to pay to the Seller an administration fee of 0.5% of the Purchase Price plus GST. Notwithstanding that the Deposit has been fully paid, the Buyer may not advertise or solicit offers from the public nor list the Property on the Multiple Listing Service with respect to resale of the Buyer's interest in the Property prior to the Completion Date without the prior written consent of the Seller which consent may be refused by the Seller in the Seller's sole discretion. The Buyer acknowledges and agrees that this Agreement creates contractual rights only between the Buyer and the Seller and does not create an interest in the Property, and the Buyer acknowledges and agrees that he shall not under any circumstances be entitled or become entitled to register any charge, encumbrance or notice against title to the Property in respect of or pertaining to this Agreement, including without limitation, a certificate of pending litigation.

Subject: FW: T. Peters Response to Notice of Public Hearing File no: PLN01260 - Apr 11/16
email from Michael

From: Terry Peters [mailto:]
Sent: Monday, June 27, 2016 3:10 PM
To: Gabryel Joseph
Cc: Terry Peters
Subject: T. Peters Response to Notice of Public Hearing File no: PLN01260 - Apr 11/16 email from Michael

Supportive documentation

From: "Michael" <Michael@sookepoint.com>
To: "Peters Terry" <>
Cc: "RW Rick" <Rick@sookepoint.com>, "Goldsmith Jason" <jason@sookepoint.com>
Sent: Monday, April 11, 2016 1:03:36 PM
Subject: Fwd: SookePoint Dock Application

Hi Terry,

Message received. We are sorry to see you become one of our opponents, especially when this dock was clearly articulated in the original disclosure statement as being much larger than the one we are proposing.

A 50' float that has a ramp which rolls on 15' of it can only accommodate 2 or 3 small boats.

Either way, we recognize that some people like to draw up the proverbial drawbridge once they are comfortably ensconced, and we can agree to disagree agreeably.

Fortunately 6 of the 7 neighbouring waterfront owners are in full support, and they will be able to use it when they want to go sport-fishing or to launch their kayaks.

Best Wishes,

Michael

Direct:
Cell & Text:

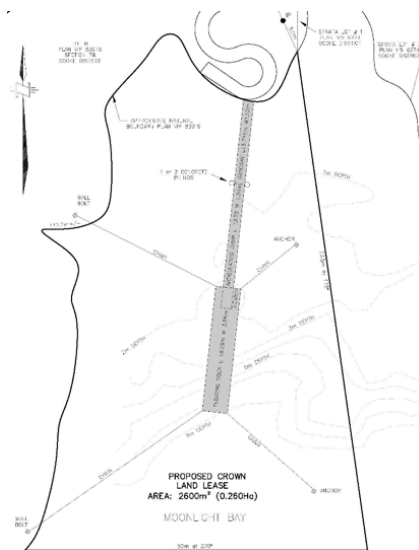
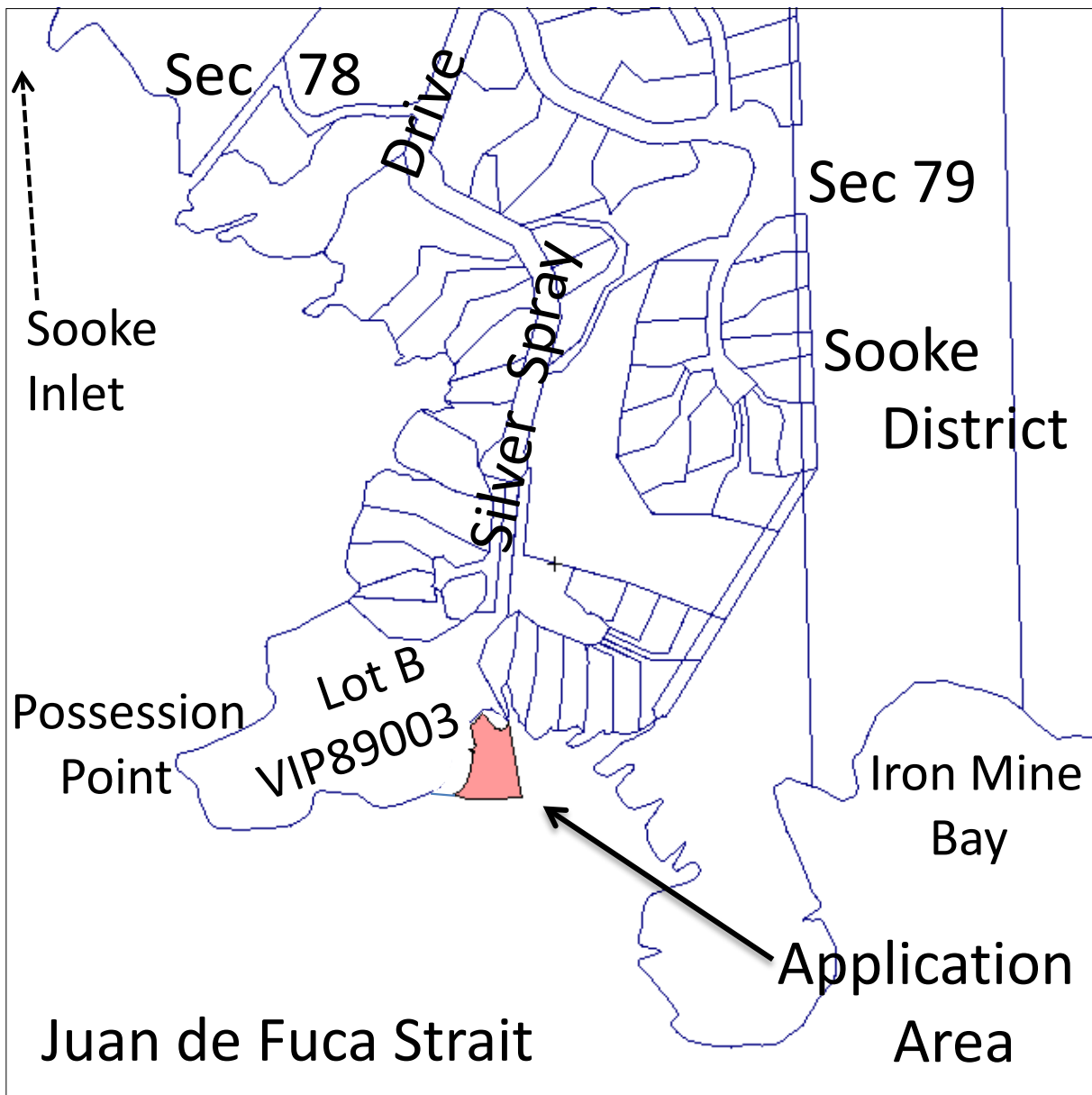
SookePoint: 1.778.352.2001
Show Cottage: 250.642.0350



CROWN LAND STAKING NOTICE

LEGAL NAME OF INDIVIDUALS/BUSINESS (PLEASE PRINT IN FULL)		JOINT TENANTS <input type="checkbox"/>
LANDUS DEVELOPMENT GROUP INC.		TENANTS IN COMMON <input type="checkbox"/>
COMPANY OR SOCIETY NAME		
APT NO.	STREET ADDRESS	POST OFFICE BOX NO.
	203-5955 FRASER ST.	
CITY/TOWN		PROVINCE
VANCOUVER		B.C.
		POSTAL CODE
		V5W 2Z6
HOME PHONE 604	BUSINESS PHONE 604	FAX NUMBER
921.5957	230.3199	
		COMPANY OR SOCIETY INCORPORATION NO.
		BC0748811
CANADIAN CITIZEN		
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
LOCATION OF CROWN LAND		AREA IN HECTARES
BAY ON THE EAST SIDE OF POSSESSION POINT + WEST SIDE OF PIKE POINT IN JUAN DE FUCA STRAIT		.260
LEGAL OR BOUNDARY DESCRIPTION:		
A) IF SURVEYED, GIVE LEGAL DESCRIPTION: _____		
B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES: _____		
COMMENCING AT A POST PLANTED: _____ SEE MAP		
THEN METRES _____ IN A _____ DIRECTION; THEN METRES _____ IN A _____ DIRECTION;		
THEN METRES _____ IN A _____ DIRECTION; THEN METRES _____ IN A _____ DIRECTION;		
DATE LAND STAKED: <u>3/31/16</u> PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA.		
INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:		
COMMERCIAL WHARF FOR A TERM OF 30 YEARS OR MORE.		
ANY OTHER CROWN LAND HELD BY APPLICANT:		
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, STATE TENURE NUMBER: 1414241		
I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND STAKING NOTICE IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT -- SIGNATORY (IF COMPANY)		
APPLICANTS SIGNATURE(S)		
SIGNATURE		DATE: 3/29/2016
INFORMATION CONTAINED IN THIS APPLICATION IS PUBLIC. PLEASE SEE REVERSE FOR FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY LEGISLATION.		
LAND FILE NUMBER: MP 1414309		

(OVER PLEASE)



Proposed Dock

PLEASE READ THE FOLLOWING INSTRUCTIONS:

STAKING OF UNSURVEYED CROWN LAND:

WHERE THE LAND IS UNSURVEYED OR IS PART OF A SURVEYED PARCEL, AN APPLICANT IS REQUIRED TO IDENTIFY THE LAND BY THE PROCESS OF STAKING.

STAKING IS DONE BY ATTACHING A COPY OF THIS FORM AND SITE MAP TO A POST, AT LEAST A METRE HIGH ABOVE THE GROUND, FIRMLY FIXED IN THE GROUND AT ONE CORNER OF THE LAND.

THE STAKING NOTICE MUST REMAIN VISIBLE ON THE SITE FOR 30 DAYS. THE STAKING NOTICE MUST BE LAMINATED AS TWO PAGES.

STAKING NOTICES MUST BE PLACED IN A LOCATION WITH GREATEST EXPOSURE TO THE PUBLIC AND NEIGHBOURS (I.E. FRONT GATE, DRIVEWAY) AND YOU MUST DELIVER A COMPLETED COPY OF THIS NOTICE TO YOUR IMMEDIATE NEIGHBOURS.

SUBMIT TWO PHOTOS TO FLNRO (A WIDE SHOT SHOWING THE NOTICE POSTED AND A CLOSE-UP SHOWING THE DETAIL OF THE STAKE NOTICE AS POSTED).

AN APPLICATION FOR CROWN LAND MUST BE FILED WITH THE COMMISSIONER OF THE LAND RECORDING THE DISTRICT IN WHICH THE LAND IS LOCATED. THE COMMISSIONER IS LOCATED AT THE MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS OFFICE.

NOTE: THERE IS NO RIGHT WHATSOEVER ACQUIRED TO ANY CROWN LAND BY REASON OF:

- STAKING THE LAND
- PUBLISHING A NOTICE OF INTENT TO APPLY FOR CROWN LAND
- FILING AN APPLICATION FOR CROWN LAND.

DESCRIBING STAKED LAND:

1. THE POINT OF COMMENCEMENT, FOR UNSURVEYED PARCELS, SHOULD BE DESCRIBED IN TERMS OF AN EXISTING SURVEY POST (E.G. 10 METRES WEST OF THE S.E. CORNER OF THE PARCEL), OR A READILY IDENTIFIABLE GEOGRAPHIC FEATURE (E.G. A PROMINENT POINT OF LAND OR INTERSECTION OF TWO ROADS, TO ENABLE ACCURATE LOCATION OF THE PARCEL.
2. BOUNDARY LINE FO THE STAKED AREA MUST BE, AS MUCH AS POSSIBLE, ASTRONOMICALLY TRUE NORTH, SOUTH, EAST, AND WEST SO THAT A RECTANGULAR LOT IS FORMED.
3. WHERE THE TOPOGRAPHICAL FEATURES OF THE AREA DO NOT ALLOW FOR RECTANGULAR BOUNDARY LINES RUNNING TRUE NORTH, SOUTH, EAST, AND WEST, THEN BOUNDARIES WILL BE PERMITTED IN OTHER DIRECTIONS AS LONG AS THEY DO NOT INTERFERE WITH THE ORDERLY SURVEY OF OTHER SURROUNDING LAND.
4. THE SIDE LINES FOR SMALL PARCELS FRONTING ON LAKES, RIVERS, TIDAL WATERS, AND ON CERTAIN SURVEYED HIGHWAYS SHALL, WHERE POSSIBLE, BE PARALLEL TO EACH OTHER AND PERPENDICULAR TO THE GENERAL TREND OF THE FEATURES ON WHICH THE SMALL PARCEL FRONTS.
5. THE SIDELINES FOR UNSURVEYED FORESHORE SHALL, AS A GENERAL RULE, BE LAID OUT ON RIGHT ANGLES TO THE GENERAL TREND FO THE SHORE. THIS MAY BE VARIED TO SUIT SPECIAL CONDITIONS, BUT ENCROACHMENT ON THE FORESHORE FRONTING ADJOINING LANDS SHALL BE AVOIDED. THE OUTSIDE OR WATERWARD BOUNDARY SHALL BE A STRAIGHT LINE OR SERIES OF STRAIGHT LINES JOINING THE OUTER ENDS OF THE SIDE BOUNDARIES. IN NARROW BODIES OF WATER THE OUTSIDE BOUNDARY SHALL NOT NORMALLY EXTEND BEYOND THE NEAR EDGE OF THE NAVIGABLE CHANNEL.

1 HECTARE = 2.471 ACRES

1 METRE = 3.281 FEET

100 METRES X 100 METRES = 10,000 SQUARE METRES OR 1 HECTARE

PERSONAL INFORMATION COLLECTED PURSUANT TO THE LAND ACT FOR THE PURPOSE OF ADMINISTERING CROWN LAND, INFORMATION ON YOUR APPLICATION AND OF APPROVED, SUBSEQUENT TENURE WILL BECOME A PART OF THE CROWN LAND REGISTRY, WHICH IS ROUTINELY MADE AVAILABLE TO THE PUBLIC UNDER THE FREEDOM OF INFORMATION (FOI) LEGISLATION. IF YOU HAVE ANY QUESTIONS ABOUT THIS COLLECTION OF INFORMATION, PLEASE CONTACT THE FOI ADVISORY AT YOUR LOCATION MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS OFFICE.