



**Public Hearing
Information Package**

January 29, 2018 at 7:00 pm

Sooke Council Chamber

2225 Otter Point Road, Sooke, BC

3018 Manzer Road

Proposed Bylaw:	Bylaw No. 689, <i>Zoning Amendment Bylaw (600-50)</i>
Zoning Amendment:	The purpose of Bylaw No. 689, <i>Zoning Amendment Bylaw (600-50)</i> is to rezone 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

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2. Bylaw No. 689, <i>Zoning Amendment Bylaw (600-50)</i> , at second reading.	3
3. Staff Report to Council, dated December 11, 2017. <ul style="list-style-type: none">o Report covero Subject property mapo Subject property map – orthoo Concept plano Surrounding land useo Referral Response lettero Zoning for RU2o Bylaw No. 689 (600-50)	5
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*Please note that written and verbal submissions will
become part of the public record.*

NOTICE OF PUBLIC HEARING

The Council of the District of Sooke will hold a Public Hearing pursuant to the provisions of the *Local Government Act* in the Council Chambers at 2225 Otter Point Road, Sooke, BC on **Monday, January 29, 2018** commencing at 7:00 pm.

Application Information:

Bylaw: Bylaw No. 689, *Zoning Amendment Bylaw (600-50)*
File No: PLN01336
Civic Address: 3018 Manzer Road (shown outlined in black and hatched on the subject map)
Legal Description: Lot A, Section 70, Sooke District, Plan 12332
Applicant: Kathleen Hicks

Proposal:

The purpose of Bylaw No. 689, *Zoning Amendment Bylaw (600-50)* is to rezone 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2). The owner plans to create a second home on site for a family member. The property is located outside of the Sewer Specified Area and is not connected to CRD water. The property is however, bordered by the Galloping Goose Trail and the Sooke Harbour Basin.



Further Information:

Copies of the bylaw(s), supporting written reports and any relevant background documentation may be viewed in the "Public Notices" section of the District of Sooke website www.sooke.ca or inspected at the District Municipal Offices at 2205 Otter Point Road, Sooke, BC, between the hours of 8:30 am and 4:30 pm, Monday to Friday (excluding statutory holidays) **commencing January 17, 2018 to and including January 29, 2018.**

Public Input:

All persons who believe their interests in property are affected by the proposed bylaw(s) will be afforded an opportunity to be heard at the Public Hearing on the matters contained in the proposed bylaw(s). Should you have any concerns or comments you wish to convey to Council, please submit in writing by fax to 250-642-0541, email publichearing@sooke.ca or in person to the Corporate Officer at the District Municipal Offices no later than **Monday, January 29, 2018 at 12:00 pm**. Please be advised that submissions to Council will become part of the public record and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA)*

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



DISTRICT OF SOOKE ZONING AMENDMENT BYLAW NO. 689

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property known as 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

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

1. This bylaw is cited as *Zoning Amendment Bylaw No. 689 (600-50)*.
2. The parcel of land legally described as Lot A, Section 70, Sooke District, Plan 12332 as shown boldly outlined and hatched on **Schedule A**, which is affixed to and forms part of this bylaw, is hereby rezoned from Rural Residential (RU4) to Rural (RU2).
3. Bylaw No. 600, Sooke Zoning Bylaw, 2013, as amended, and **Schedule A** attached thereto, are amended accordingly.

READ a FIRST and SECOND time the 11 day of December, 2017.

PUBLIC HEARING held the ___day of ____, 201__.

READ a THIRD time the ___day of ____, 201__.

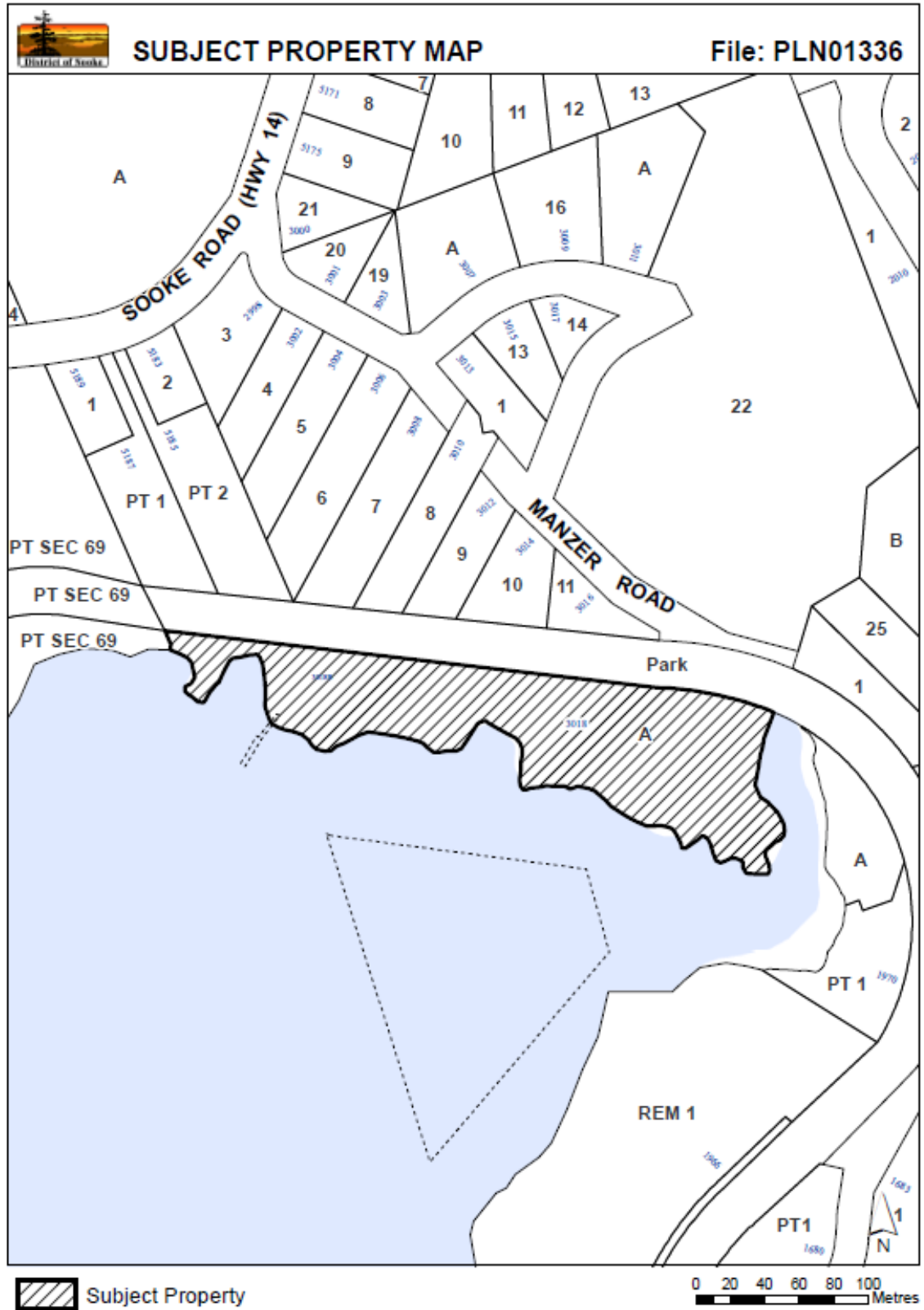
APPROVED by Ministry of Transportation and Infrastructure the ___day of ____, 201__.

ADOPTED the ___day of ____, 201__.

Maja Tait
Mayor

Carolyn Mushata
Corporate Officer

SCHEDULE A





3018 Manzer Road Rezoning Application

RECOMMENDATION:

THAT COUNCIL give First and Second reading to *Zoning Amendment Bylaw No. 689 (600-50)* to rezone 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

AND THAT a Public Hearing be scheduled for the *Zoning Amendment Bylaw No. 689 (600-50)* in accordance with Section 466 of the *Local Government Act*.

Report Summary:

The purpose of this application is to rezone the subject 4.54-acre (1.83 ha) waterfront property from *Rural Residential* (RU4) to *Rural* (RU2). The applicant currently runs a short-term vacation accommodation and bed and breakfast business on site. By rezoning the property, the owner will be able to have up to three single family dwellings, and continue to operate the business, providing ecotourism opportunities within the District of Sooke. The property is located outside of the Sewer Specified Area and is not connected to CRD water. The property is bordered by the Galloping Goose Trail and the Sooke harbour.

Report:

SITE ANALYSIS

The subject 4.54-acre site is located at the far end of Manzer Road, and is bordered to the east by Veitch Creek, the Sooke harbour to the south and Rural Residential properties to the west. The waterfront lot is comprised of moss covered bedrock, with intermittent forest patches that help to buffer the Galloping Goose trail along its northern boundary or rear property line. An artesian well currently serves the property's water needs, however, the owner must provide professional proof that the site can support future residential needs. Septic is also managed on site in a large in ground sewerage treatment system. The applicant will provide proof to Vancouver Island Health Authority to ensure that sewerage for future development is adequately treated.

SOOKE ZONING BYLAW, 2013 (ZONING BYLAW)

The proposed RU2 zone permits up to 3 Single Family Dwelling units (SFDs) or one duplex based on the 1.83 ha (4.54 acre) lot size as shown in the RU2 zone overview attached. The minimum lot size for subdivision purposes is 4 ha, and therefore, it is not possible for this property to be subdivided under the RU2 zone.

The applicant currently runs a short-term vacation accommodation and bed and breakfast business on site that includes three B&B units located in the primary residence, as well as two cottage units that were constructed between 2000 and 2014. The current and proposed zoning regulations for Bed and Breakfast operations and a short-term vacation accommodation unit on this size of lot are as follows:

Existing RU4	Proposed RU2
1 SFD or 1 duplex	3 SFDs or 1 duplex
1 suite (968 square feet or less per SFD)	3 suites (968 square feet or less per SFD)
4 B&B units	4 B&B units
(50% of which must be located within the SFD)	(50% of which must be located within the SFD)
vacation accommodation unit	vacation accommodation unit
(located in a suite or SFD)	(located in a suite of SFD)

Notes:

Vacation accommodation: *the use of a SFD or Small Suite for temporary accommodation.*

Suite: *Means either a secondary or small suite.*

4.16) *B&B Units may be located within an accessory building (one only)*

Should this application be successful, the subject property will permit up to 3 single family dwellings and each may have one small suite for a total of six dwelling units. Additional structures such as a workshop etc. are also permitted up to a maximum lot coverage of 35% in the RU2 zone. The subject property has considerable room to accommodate additional residential and tourist parking, with minimal traffic impact to the surrounding neighbourhood.

OFFICIAL COMMUNITY PLAN, 2010 (OCP)

The District of Sooke Official Community Plan (OCP) designation for this parcel is *Rural Community Residential (RR)* which seeks to *preserve the rural and agricultural character of lands outside of the Community Growth Area*. The OCP goals for the *Rural Community Residential* designation include:

- Maintaining the existence of larger lot sizes, agricultural use and rural living opportunities
- Ensure future and existing residential development minimizes the impact on municipal infrastructure
- Allow sustainable rural development such as farming and agricultural tourism
- Protect and maintain the natural environment

This application is supportable under the Official Community Plan as it meets the goals and objectives listed above.

Referral Comments

Ministry of Transportation and Infrastructure

The Ministry has no objections to the proposed rezoning of the subject property pending the following condition(s):

-No unpermitted crossings across the Galloping Goose Trail shall be allowed

A License of Occupation has been granted for this property.

Fortis BC

Please be advised that FortisBC has reviewed the above-mentioned referral and we do not make note of any conflicts; however, an Intermediate pressure gas pipeline exists within the Galloping Goose Corridor. For any work within 3.0m (10 feet) of the pipeline or Right of Way and pursuant to the Oil and Gas Activities Act of British Columbia a "Pipeline and/or right of way works application".

Ministry of Forest Lands and Natural Resource Operations

We recommend that vegetation clearing be minimized and occur outside the nesting period from March 1 to August 31 to reduce impacts on all bird species. A search for the nests of birds (eagles, peregrine falcons, gyrfalcon, ospreys and herons) protected under Section 34(b) of the Wildlife Act should be conducted before the start of vegetation clearing. Should the nest of a bird requiring protection under Section 34(b) of the Wildlife Act be located, please refer to the recommended buffer distances in Table 4.1 (Section 4) of Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia (MOE 2014) available at <http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/index.html>. Follow other relevant best management practices in Develop with Care.

Ministry of Forest Lands and Natural Resources - Archeology Branch

Provincial records indicate that previously recorded archaeological sites are recorded on the property. In addition, much of the remainder of the property has high potential to contain unknown/unrecorded archaeological deposits. Prior to any land-altering activities (e.g. addition to home, property redevelopment, extensive landscaping, service installation), an Eligible Consulting Archaeologist should be engaged to determine the steps in managing impacts to the archaeological sites. An Eligible Consulting Archaeologist is one who is able to hold a Provincial heritage permit that allows them to conduct archaeological studies. Ask an archaeologist if he or she can hold a permit, and contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists can be contacted through the BC Association of Professional Archaeologists (www.bcapa.ca) or through local directories. Occupying an existing dwelling or building without any land alterations does not require archaeological study or permitting.

It is recommended that the applicant meet the requirements provided through the referral process to avoid contravention of provincial acts or other laws.

Recommendation

Staff is supportive of this rezoning application in light of the rural location of the property, its low impact on the surrounding neighbourhood, municipal infrastructure and the environment. By rezoning this parcel, the applicant will be able to realize their business plans for the bed and breakfast operation as well as provide a home for a family member in the future, keeping family together and aging in place.

Legal Impacts:

The applicant has a License of Occupation with the Ministry of Transportation to cross the Galloping Goose Trail.

Strategic Relevance:

Community Planning:

Ensure our bylaws reflect community needs and values

Attached Documents:

[PLN01336 Subject Property Map](#)

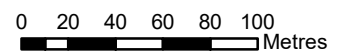
[PLN01336 Subject Property Map with Orthophoto](#)

[Proposed Concept Plan](#)

[Manzer Road surrounding land uses](#)

[RU2 Zoning Overview](#)

[689-ZA\(600-50\)-RU4 to RU2-3018 Bylaw Manzer Road](#)





SUBJECT PROPERTY MAP

File: PLN01336



 Subject Property

0 20 40 60 80 100
Metres

Rezoning from RU-4 to RU-2

District of Sooke
SEP 21 2017
Received

WEST COAST DESIGN & DEVELOPMENT SERVICES
Randy Clarkston
Laurie Wallace
Sooke, B.C.
250-642-8803

Great care and effort have been taken in the making of this design and blueprint. Since variations can occur with site conditions, local building codes, municipal bylaws, weather conditions etc., WestCoast Design & Development Services cannot assume any responsibility for damage as a result of errors or omissions. It is recommended that the owner and or builder consult a local engineer, and check with you local building officials, prior to start of construction

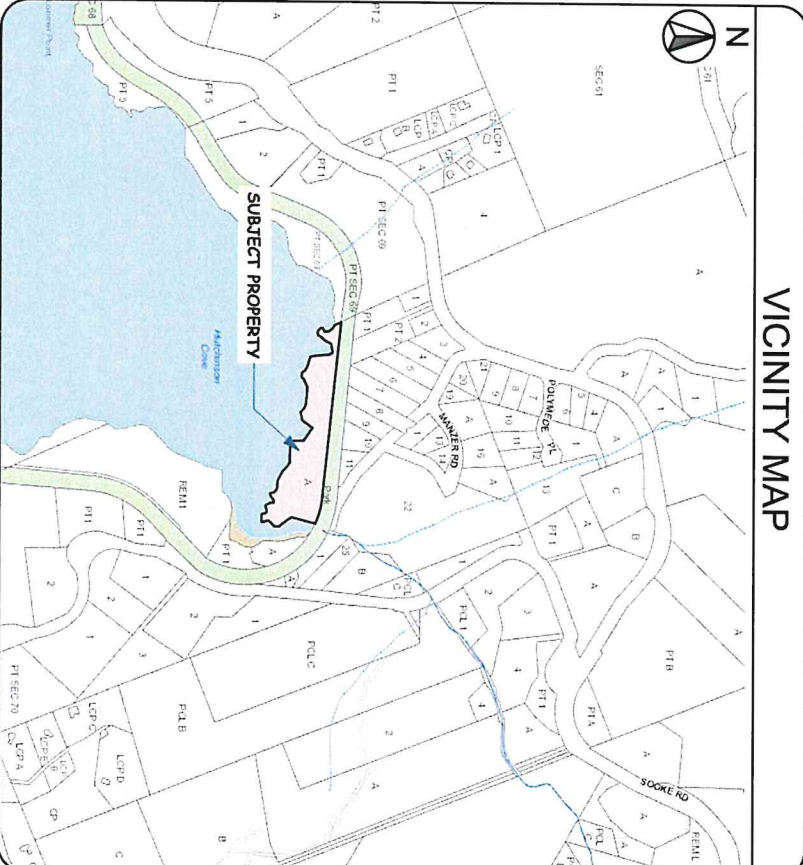
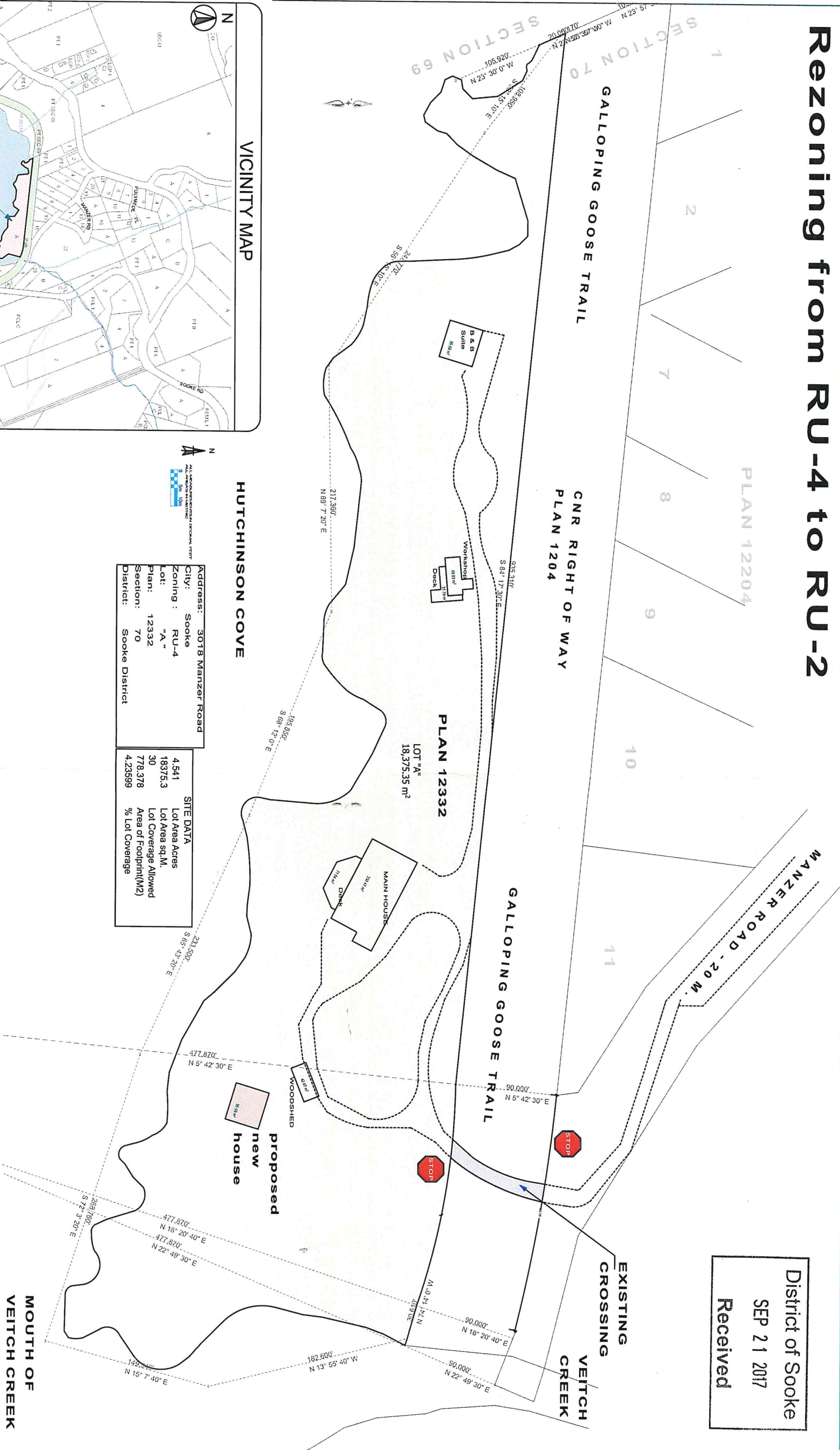
Plot Plan , W-5 KEY PLAN

Rezoning Application
Client: Kathleen Louise Hicks
Site Address: 3018 Manzer Road
City: Sooke
Lot: "A" Plan: 12332 Section: 70
District: Sooke District

BY	REVISIONS	DATE

Date:	3/19/2017
Scale:	AS NOTED
Drawn:	RC
Rev:	1
Rev:	1
Rev:	1
Rev:	1
Rev:	1
Rev:	1
Rev:	1
Rev:	1

A-1



Address:	3018 Manzer Road
City:	Sooke
Zoning:	RU-4
Lot:	"A"
Plan:	12332
Section:	70
District:	Sooke District

SITE DATA
4.541 Lot Area Acres
18376.3 Lot Area sq.M.
30 Lot Coverage Allowed
778.378 Area of Footprint(M2)
4.23599 % Lot Coverage

A-1 Plot Plan 1:1000

Randy Clarkston
Laurie Wallace
Sooke, B.C.
250-642-8803



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Arial View

**Client: Kathleen Louise Hicks
Site Address: 3018 Manzer Road
City: Sooke
Lot: "A" Plan: 12332 Section: 70
District: Sooke District**

THE ABOVE DRAWING DOES NOT MEASURE ONE INCH TO EXACTLY THIS DRAWING WILL HAVE BEEN DRAWN ON UNDATED PAPERING ALL UNLIMITED SCALES.

BY	REVISIONS	DATE
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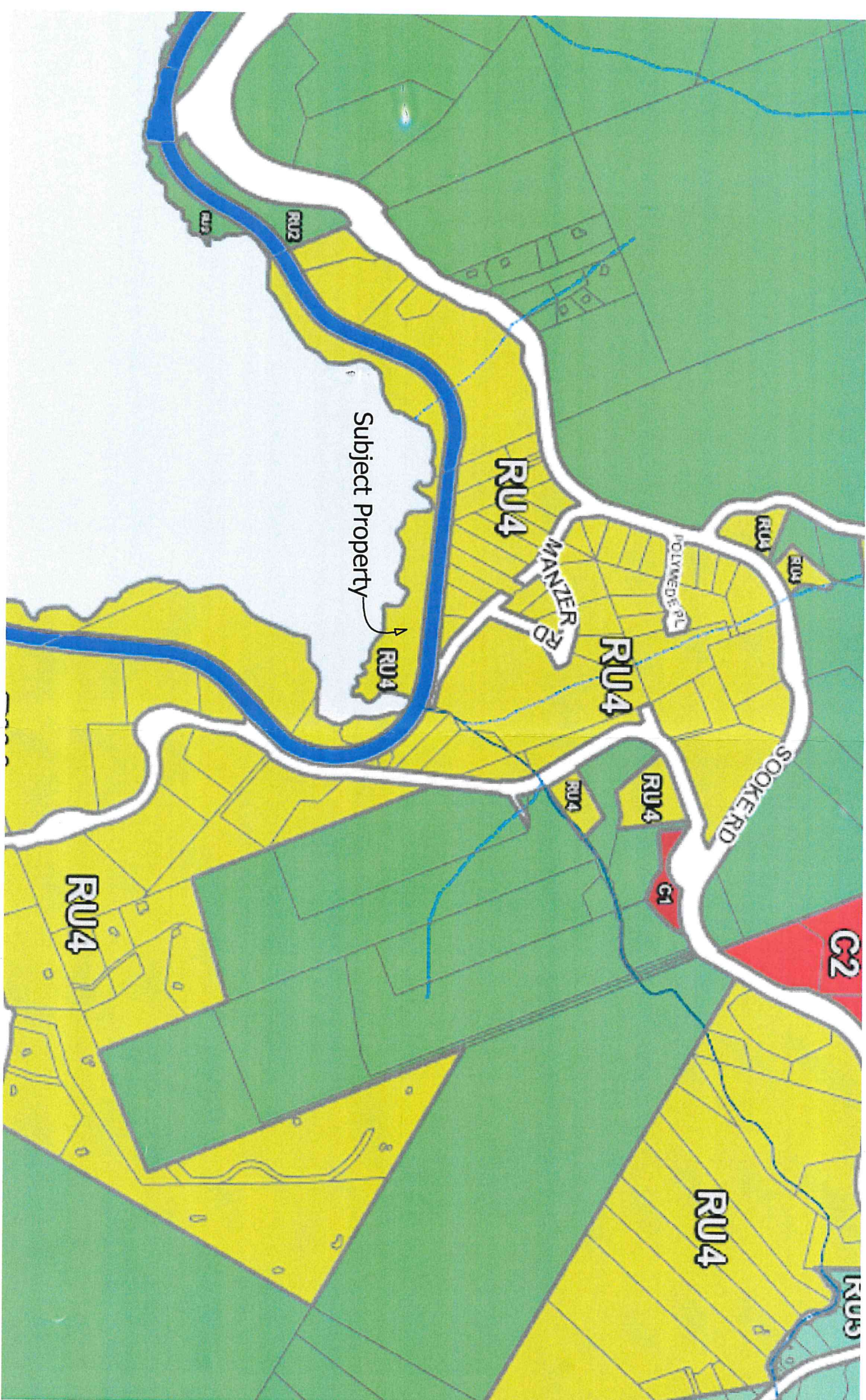
Date:	9/19/2017
Scale:	AS NOTED

A-2

PAGE 2

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District of Sooke
SEP 21 2017
Received



NEIGHBORHOOD ZONINGS

1:1000

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**Randy Clarkston
Laurie Wallace
Sooke, B.C.
250-642-8803**

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NEIGHBORHOOD ZONINGS

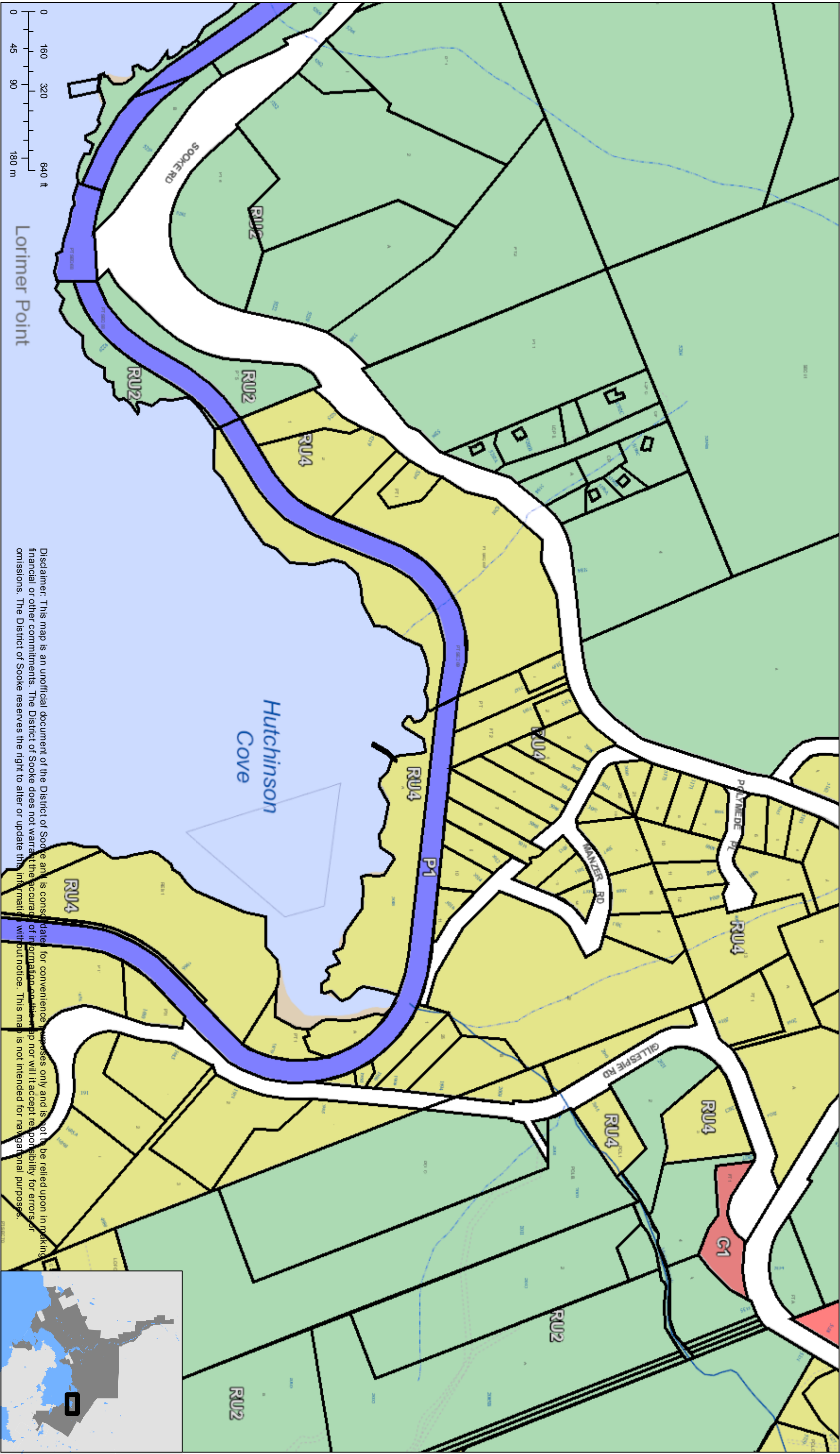
Rezoning Application

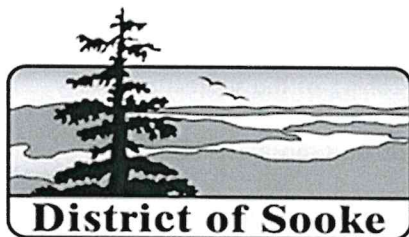
Client: Kathleen Louise Hicks
Site Address: 3018 Manzer Road
City: Sooke
Lot: "A" Plan: 12332 Section: 70
District: Sooke District

[illegible]

A-3

Layout





Dear Mr. Clarkston,

The following summary of referral comments has been prepared for you by the District of Sooke Planning staff. Please feel free to contact us should you have any questions.

Sincerely,

Danica Rice, MEdes, RPP, MCIP
Planner II

2205 Otter Point Road
Sooke, British Columbia, V9Z 1J2
Phone 250.642.1634
Fax 250.643.051

SUMMARY OF COMMENTS RECEIVED FOR 3018 MANZER ROAD

IN RESPONSE TO THE DISTRICT OF SOOKE REFERRAL SENT OCTOBER 13th, 2017

EXTERNAL REFERRALS	
AGENCY	COMMENTS
Shaw Cable	No comment received
Vancouver Island Health Authority	No comment received
Department of Fisheries and Oceans	The role of the DFO's Fisheries Protection Program (FPP) is to protect and conserve fish and fish habitat in support of Canada's coastal and inland fisheries resources, and to make regulatory decisions under the fisheries protection provisions of the Fisheries Act. The FPP is specifically responsible for reviewing projects for which a s.35(2) Fisheries Act Authorization is required. DFO does not have a regulatory role related to the Rezoning Application for 3018 Manzer Road because it does not directly propose works, undertakings or activities that may result in serious harm to fish. DFO's Projects Near Water website (http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html) includes information for proponents on how to comply with the <i>Fisheries Act</i> , request a DFO review of a project, and request a <i>Fisheries Act</i> authorization. If you have any further questions about DFO's regulatory process or need general information, contact DFO's Fisheries Protection Program toll free: 1-866-845-6776 or email: EnquiriesPacific@dfo-mpo.gc.ca .
BC Hydro	We have reviewed your proposed Re-Zoning application, with no changes to footprint regarding the above address and have no concerns with the noted changes.

Ministry of Transportation	<p>Please accept this as official response from the Ministry of Transportation and Infrastructure in regard to the rezoning of 3018 Manzer Road.</p> <p>The Ministry has no objections to the proposed rezoning of the subject property pending the following condition(s):</p> <ul style="list-style-type: none"> - No unpermitted crossings across the Galloping Goose Trail shall be allowed <p>Please find attached License of Occupation for this property and the existing crossing over the Galloping Goose Trail between the property owner and the BCTFA for your records. Should you have any questions or concerns, please do not hesitate to contact me. Nikki Berube</p>
Canada Post, Sooke	No comment received
BC Transit	No comment received
Beecher Bay First Nation	Beecher Bay has no comments or concerns regarding this referral.
CRD Water Department Technical Services Division	The CRD's water distribution system does not presently extend to the property at 3018 Manzer Road, as such, the CRD Integrated Water Services does not have any comment on the proposed rezoning. If the owners wish to extend the water system to their property, please advise us further and we'll provide a detailed Statement of Conditions. If you have any questions, please do not hesitate to contact me. Derek Arthur Engineering Technologist, Development
Sooke School District 62	At this time, the school district does not have any concerns with this referral. Pete Godeau
Fortis BC	Please be advised FortisBC has reviewed the above-mentioned referral and we do not make note of any conflicts; however, an Intermediate pressure gas pipeline exists within the Galloping Goose Corridor. The developer is to contact BC 1 Call at 1-800-474-6886 to obtain gas location records of the pipeline allowing 48 hours for a reply. For any work within 3.0m (10 feet) of the pipeline or Right of Way and pursuant to the Oil and Gas Activities Act of British Columbia a "Pipeline and/or right of way works application", FortisBC form #2666, must be completed by the Applicant and received by FortisBC a minimum of 15 working days prior to commencement of any work. Apply to FortisBC by telephone: 1-877-599-0996 or fax: 250-388-6876.
T'Souke Nation	No comment received
Archaeological Inventory Section of Ministry of Forests, Lands and Natural Resource Operations (FLNRO)	Please see the attachment provided.
Ministry of Forests, Lands and Natural Resource Operations (FLNRO)	<p>Below are our comments regarding the proposed rezoning of 3018 Manzer Road in the District of Sooke. We have few concerns with the proposed rezoning providing the following conditions are followed during subsequent development:</p> <ul style="list-style-type: none"> • We recommend that vegetation clearing be minimized and occur outside the nesting period from March 1 to August 31 to reduce impacts on all bird species. A search for the nests of birds (eagles, peregrine falcons, gyrfalcon, ospreys and herons) protected under Section 34(b) of the <i>Wildlife Act</i> should be conducted before the start of vegetation clearing. Should the nest of a bird requiring protection under Section 34(b) of the <i>Wildlife Act</i> be located, please refer to the recommended buffer distances in Table 4.1 (Section 4) of <i>Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia (MOE</i>

	<p>2014) available at http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/index.html.</p> <ul style="list-style-type: none"> Follow other relevant best management practices in Develop with Care. <p>Should you have any questions regarding our response, please do not hesitate to contact the undersigned. Grant Bracher</p>
CRD Regional Parks	Please see letter attached.
RCMP, Sooke Detachment	No comment received
Telus Communications	No comment received
Sooke Fire Department	The fire department has no concerns with the rezoning. Just to remind the applicant to continue with Fire smart principles on their property.
District of Sooke Environmental	No comment
District of Sooke Building	Proof of water supply and adequate septic will be required at Building Permit.
District of Sooke Engineering	Engineering has no comments at this time. I assume that the applicant has an agreement from the Province for the access. Rob
District of Sooke Planning	Please refer to the provincial Develop with Care Guidelines for future development of this site. Particularly regarding rainwater management, natural resource protection and coastal development. www.env.gov.bc.ca/wld/documents/bmp/devwithcare/DWC-Section-4.pdf

October 27, 2017

District of Sooke
2205 Otter Point Road
Sooke, B.C. V9Z 1J2

File no. PLN01336

Attention: Danica Rice, Planner II

**Re: Referral, Rezoning of 3018 Manzer Road
Lot A, Section 70, Sooke District, Plan 12332 (PID: 005-003-547)**

Further to the above noted matter, please find below CRD - Regional Parks response.

The subject property is adjacent to the CRD's Galloping Goose Regional Trail. The Galloping Goose corridor is owned by the Province (British Columbia Transportation Financing Authority (BCTFA)) and the BCTFA may have interests relating to the rezoning.

The CRD's interests relate to the trail and adjacent treed corridor. The Regional Trails Management Plan (RTMP), approved by the CRD Board in November 2016, indicates that the CRD will work with municipalities and developers to ensure that adjacent rezoning and development enhance the trail corridor and/or do not negatively impact the trail corridor. The RTMP provides criteria to advise landowners, developers and municipalities about regional trail interests relating to rezoning and development proposals on lands adjacent to regional trails (the Galloping Goose Regional Trail in this instance).

The CRD has no objection to the proposed rezoning, subject to the District of Sooke ensuring that when the property is developed:

- No encroachments occur onto the Galloping Goose Regional Trail/Provincial corridor, including for the purpose of transporting or storing construction materials. Using the existing vehicle crossing across the regional trail corridor to access the subject property is fine;
- No change to the existing subject property driveway occur without prior approval of the BCTFA;
- No additional utility poles are placed within the Galloping Goose Regional Trail/Provincial corridor. Use of the existing utility poles is fine;
- Temporary boundary fencing be required along the property boundary – Galloping Goose Regional Trail/Provincial corridor if development is proposed within 10 metres of the corridor;
- Natural vegetation buffers are retained or developed on the development lands adjacent to the trail corridor to maintain the greenway character of the trail corridor; and
- No negative drainage impacts or new drainage flows should be directed from the subject property on to the Galloping Goose Regional Trail/Provincial corridor;

Trusting all is in order. If you require anything further, please do not hesitate to contact our office at the number above.

Thank you for your referral regarding the proposed rezoning of 3018 Manzer Road, PID 005003547, L A SEC 70 SOOKE DISTRICT PL 12332. Provincial records indicate that previously recorded archaeological sites **DcRv-54** and **DcRv-10** are recorded on the property. In addition, much of the remainder of the property has high potential to contain unknown/unrecorded archaeological deposits.

DcRv-10 and **DcRv-54** are protected under the *Heritage Conservation Act* and must not be altered or damaged without a permit from the Archaeology Branch. Given the subsurface nature of archaeological deposits, boundaries of archaeological sites are difficult to determine without extensive subsurface testing. Therefore, any mapped boundaries are considered to be approximate and it is possible that the sites are more or less extensive than currently mapped.

Prior to any land-altering activities (e.g. addition to home, property redevelopment, extensive landscaping, service installation), an Eligible Consulting Archaeologist should be engaged to determine the steps in managing impacts to the archaeological sites. An Eligible Consulting Archaeologist is one who is able to hold a Provincial heritage permit that allows them to conduct archaeological studies. Ask an archaeologist if he or she can hold a permit, and contact the Archaeology Branch (250-953-3334) to verify an archaeologist's eligibility. Consulting archaeologists can be contacted through the BC Association of Professional Archaeologists (www.bcapa.ca) or through local directories.

Occupying an existing dwelling or building without any land alterations does not require archaeological study or permitting.

If a permit is required, proponents should be advised that the permit application and issuance process takes approximately 8-10 weeks and should plan their development schedule accordingly.

If work is planned that is **outside of the red areas** as shown in the screenshot below, the Archaeology Branch cannot require the proponent conduct an archaeological study or obtain a permit prior to development. In this instance it is a risk management decision for the proponent. However, the Archaeology Branch strongly encourages engaging an archaeologist prior to development as the sites may extend beyond the limits indicated on the attached screenshot.

If any land-altering development is planned and proponents choose not to contact an archaeologist prior to development, owners and operators should be notified that if an archaeological site is encountered during development, activities **must** be halted and the Archaeology Branch contacted at 250-953-3334 for direction. If an archaeological site is encountered during development and the appropriate permits are not in place, proponents will be in contravention of the *Heritage Conservation Act* and likely experience development delays while the appropriate permits are obtained.

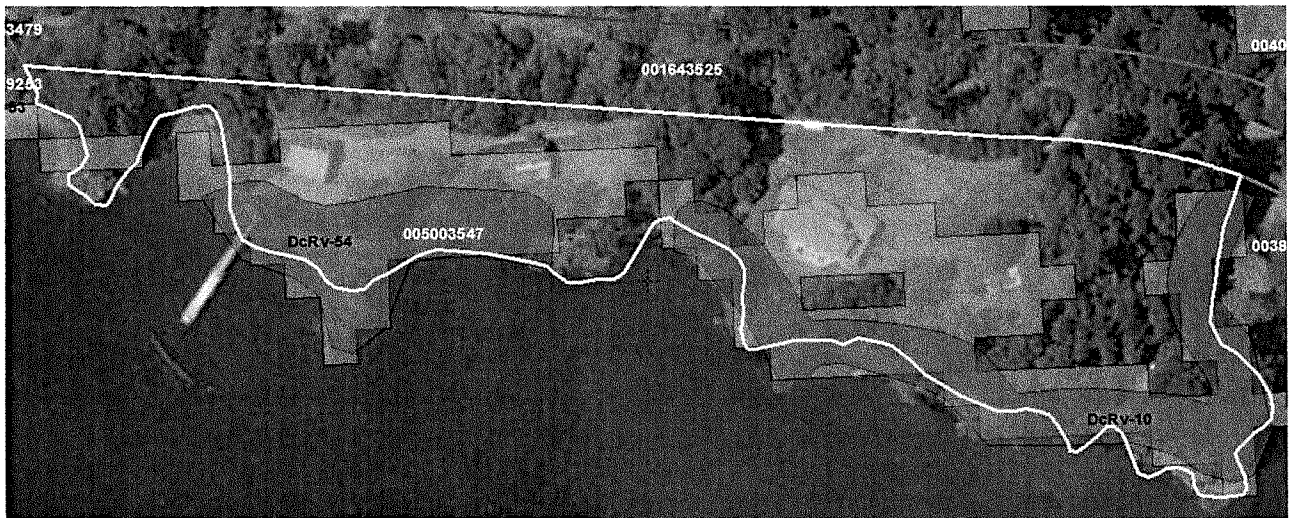
If you or your clients have questions, please visit the FAQ page at <http://www.for.gov.bc.ca/archaeology/faq.htm> and the Property Owners and Developers web page at http://www.for.gov.bc.ca/archaeology/property_owners_and_developers/index.htm.

If you or your clients have further questions regarding the permitting process, please contact please contact Nathan Friesen (Supervisor, Archaeology Branch) at 250-953-3306 or Nathan.D.Friesen@gov.bc.ca.

Please review the screenshot of the property below (outlined in yellow) in relation to the archaeological sites (red areas). The brown/orange areas indicate high potential for unknown/unrecorded archaeological deposits. If this is not the property as described in the referral, please contact me.

P Kind regards,

Diana



Diana Cooper | Archaeologist/Archaeological Site Inventory Information and Data Administrator

Archaeology Branch | Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Unit 3 – 1250 Quadra Street, Victoria, BC V8W2K7 | PO Box 9816 Stn Prov Govt, Victoria BC V8W9W3

Phone: 250-953-3343 | Fax: 250-953-3340 | Website: <http://www.for.gov.bc.ca/archaeology/>

lease feel free to contact me should you have any questions regarding this referral.

Rural

RU2

102.1 Purpose: This zone is intended to provide for varied rural uses on large rural tracts of land within the District of Sooke.

102.2 Permitted Uses: (may be subject to approval by the Provincial ALC)

Principal Uses:

- a) Agriculture
- b) Agriculture – intensive *
- c) Aquaculture
- d) Single family dwelling or duplex

**See conditions of use.*

Accessory Uses:

- e) Bed and breakfast
- f) Boarding and lodging
- g) Home-based business
- h) One secondary suite or one small suite per single family dwelling
- i) Vacation accommodation unit

102.3 Minimum Lot Size for Subdivision Purposes: *4 ha
** See conditions of use.*

102.4 Minimum Width for Subdivision Purposes: 85 m

102.5 Maximum Permitted Density:

Lot Size	Number of dwelling units
0.4 ha or less	1 single family dwelling or one duplex
0.41 ha – 0.799 ha	2 single family dwellings or 1 duplex
0.8 ha – 3.99 ha	3 single family dwellings or 1 duplex
4 ha – 15.99 ha	4 single family dwellings or 2 duplexes
16 ha – 31.99 ha	5 single family dwellings or 2 duplexes
32 ha or greater	8 single family dwellings or 4 duplexes

102.6 Maximum Height:

- a) Principal Buildings: 12 m
- b) Accessory Buildings: 9 m

102.7 Maximum Lot Coverage:

- a) 35%
- b) Where Agricultural production is carried out in greenhouses, the maximum lot coverage is 75%.

102.8 Minimum Setbacks:

Use	Front Lot Line	Flanking Lot Line	Side Lot Line	Rear Lot Line
Principal Building or Structure	7.5 m	4.5 m	3 m	4.5 m
Accessory Building or Structure	7.5	4.5 m	3 m	4.5 m
Farm Building or Structure	10 m	10 m	10 m	10 m
Aquaculture or Intensive Farm Building or Structure	30 m	30 m	30 m	30 m

102.9 Conditions of Use:

- a) Agriculture-intensive only permitted on lots 2 ha or larger.
- b) *[deleted by Bylaw No. 623 (600-20) adopted on January 25, 2016]*



DISTRICT OF SOOKE ZONING AMENDMENT BYLAW NO. 689

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property known as 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

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

1. This bylaw is cited as *Zoning Amendment Bylaw No. 689 (600-50)*.
2. The parcel of land legally described as Lot A, Section 70, Sooke District, Plan 12332 as shown boldly outlined and hatched on **Schedule A**, which is affixed to and forms part of this bylaw, is hereby rezoned from from Rural Residential (RU4) to Rural (RU2).
3. Bylaw No. 600, Sooke Zoning Bylaw, 2013, as amended, and **Schedule A** attached thereto, are amended accordingly.

READ a FIRST and SECOND time the __day of ____, 2017.

PUBLIC HEARING held the __day of ____, 201__.

READ a THIRD time the __day of ____, 201__.

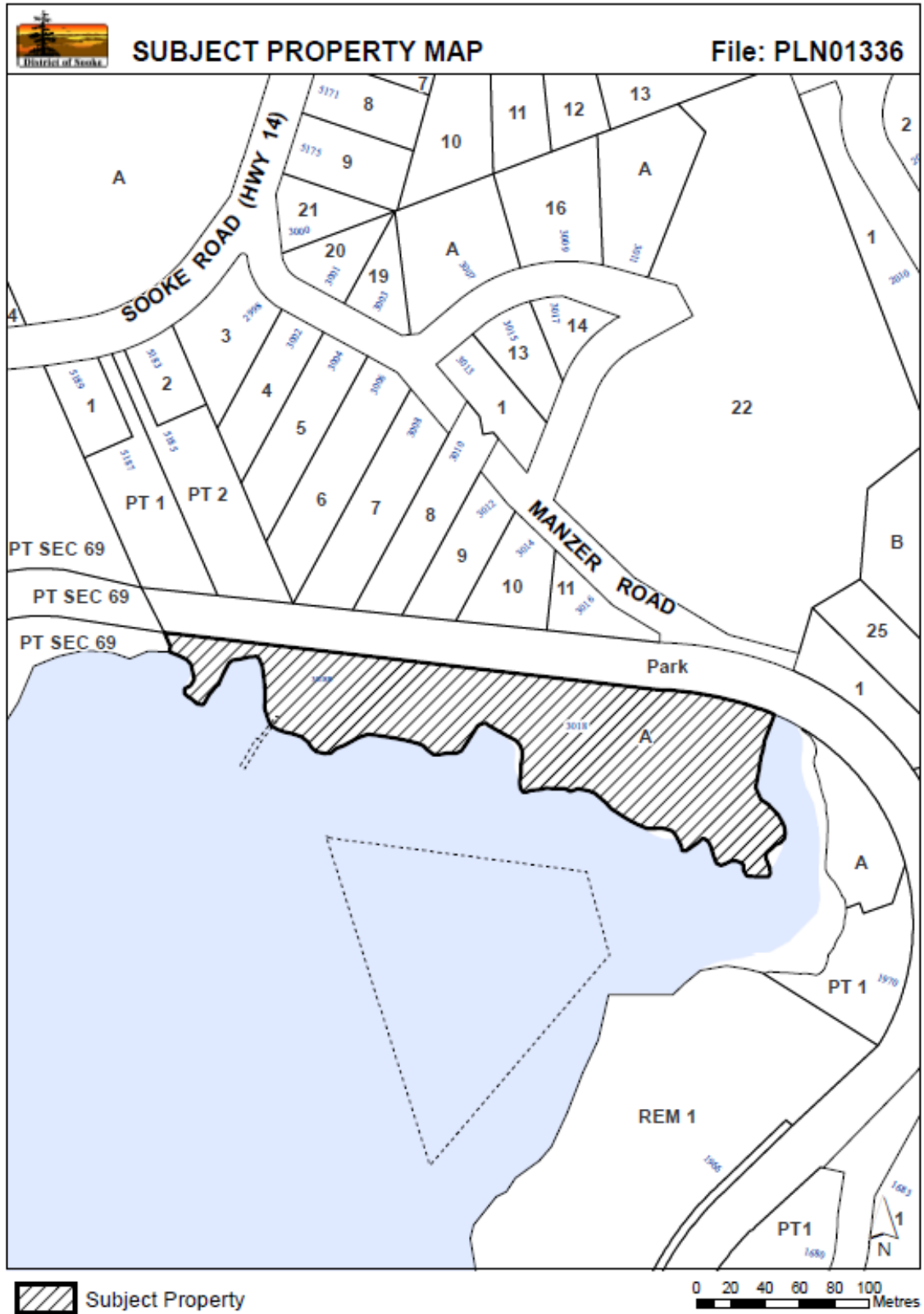
APPROVED by Ministry of Transportation and Infrastructure the __day of ____, 201__.

ADOPTED the __day of ____, 201__.

Maja Tait
Mayor

Carolyn Mushata
Corporate Officer

SCHEDULE A



12.5. **Bylaw No. 689 (600-50), Zoning Amendment - 3018 Manzer Road**

First and second reading to rezone from Rural Residential (RU4) to Rural (RU2).

The Planner II provided a PowerPoint presentation and overview of the written staff report.

Council Discussion:

- The access agreement for the property owner to cross the Galloping Goose trail was requested to be included in the Public Hearing package.

2017-514

MOVED by Councillor Pearson, seconded by Councillor Parkinson:

THAT Council give First reading to *Zoning Amendment Bylaw No. 689 (600-50)* to rezone 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

CARRIED.

In Favour: Mayor Tait, Councillor Berger, Councillor Kasper, Councillor Logins, Councillor Parkinson, Councillor Pearson, and Councillor Reay

2017-515

MOVED by Councillor Pearson, seconded by Councillor Reay:

THAT Council give Second reading to *Zoning Amendment Bylaw No. 689 (600-50)* to rezone 3018 Manzer Road from Rural Residential (RU4) to Rural (RU2).

CARRIED.

In Favour: Mayor Tait, Councillor Berger, Councillor Kasper, Councillor Logins, Councillor Parkinson, Councillor Pearson, and Councillor Reay

2017-516

MOVED by Councillor Parkinson, seconded by Councillor Reay:

THAT a Public Hearing be scheduled for the *Zoning Amendment Bylaw No. 689 (600-50)* in accordance with Section 466 of the *Local Government Act*.

CARRIED.

In Favour: Mayor Tait, Councillor Berger, Councillor Kasper, Councillor Logins, Councillor Parkinson, Councillor Pearson, and Councillor Reay

THIS AGREEMENT is dated for reference July 18, 2017.

BETWEEN:

BC TRANSPORTATION FINANCING AUTHORITY, a corporation continued under the *Transportation Act*
(the "BCTFA")

AND:

KATHLEEN LOUISE HICKS
(the "Licensee")

WHEREAS:

- A. The BCTFA is the registered owner in fee simple of the Land.
- B. The Licensee wishes to use and occupy the Land and the BCTFA has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means August 1, 2017;

"**Fee**" means the fee set out in Article 3;

"**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 part of

Parcel Identifier 001-643-525

That part of Section 70, Sooke District shown coloured red on Plan 98 RW and containing 7.04 acres, more or less, more particularly shown in red on the attached Schedule A.

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them; and

"Term" means the period of time set out in section 2.2.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the BCTFA grants the Licensee a licence of occupation over the Land for the use for access purposes and the Licensee acknowledges that this Agreement does not grant it the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on July 31, 2022, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEE

- 3.1 The Licensee will pay to the BCTFA \$200.00 plus GST, payable in advance on the Commencement Date and each anniversary of the Commencement date together with the tax imposed under Part IX of the *Excise Tax Act* (Canada) which is payable on that amount.
- 3.2 The Licensee acknowledges that the BCTFA may, on notice to the Licensee and in the BCTFA's sole discretion, change the Fee payable by the Licensee under this Agreement.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee must
- (a) pay, when due,
 - (i) the Fee to the BCTFA 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;
 - (b) deliver to the BCTFA, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by the Licensee under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
 - (ii) the provisions of this Agreement;
 - (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the BCTFA, and at the BCTFA's written request, make 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 or annoyance 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 or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that the Licensee is 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*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of the Licensee's under this Agreement to sale or forfeiture;
- (j) cut or remove timber on or from the Land
 - (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
 - (ii) in accordance with an agreement issued to the Licensee under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (k) permit the BCTFA, or its authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (l) indemnify and save the BCTFA and Her Majesty the Queen in Right of the Province and their respective servants, employees, officers, directors and agents harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
 - (i) the Licensee's breach, violation or nonperformance of a provision of this Agreement,
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of the Licensee's entry upon, use or occupation of the Land, and
 - (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to the Licensee's entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the BCTFA immediately upon demand; and
- (m) release the BCTFA and Her Majesty the Queen in Right of the Province and their respective servants, employees, officers, directors and agents from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to the Licensee's entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (n) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the BCTFA possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition (including, without limitation,

free of any environmental contamination related to the Licensee's entry upon, use or occupation of the Land),

- (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Land by or for the Licensee, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
- (iii) remove from the Land any Improvement that was placed on or made to the Land by or for the Licensee, and that the BCTFA, in writing, directs or permits the Licensee to remove, and
- (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the BCTFA's, but if the Licensee is not directed or permitted to remove an Improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the BCTFA, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 The Licensee will not permit any person to do anything it is restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

- 5.1 The Licensee agrees with the BCTFA that

- (a) the BCTFA is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) the BCTFA may, without the Licensee's consent, make other dispositions of or over the Land;
- (c) the Licensee will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (b);
- (d) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with its rights under this Agreement as a result of a disposition made by the BCTFA under subsection (b) will be borne solely by the Licensee;
- (e) the Licensee releases and discharges the BCTFA from all claims for loss or damage arising directly or indirectly out of any interference with the Licensee's rights under this Agreement as a result of a disposition made by the BCTFA under subsection (b);
- (f) the Licensee will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (g) any interest the Licensee may have in the Improvements ceases to exist and becomes the property of the BCTFA upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii) or (iii) in which case any interest the Licensee may have in that Improvement ceases to exist and becomes the property of the BCTFA if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (h) if, after the termination of this Agreement, the BCTFA permits the Licensee to remain in possession of the Land and the BCTFA accepts money from the Licensee in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly

tenant 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 - INSURANCE

6.1 The Licensee must, without limiting its obligations or liabilities under this Agreement, at its expense, maintain during the Term

- (a) Commercial General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$5,000,000.00 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by the Licensee and are not covered under the general liability policy, the Licensee will provide Protection and Indemnity insurance with limits of not less than \$2,000,000.00 for such vessels and will include four-fourths collision liability insurance,
- (c) if any licensed vehicles are owned, leased, rented or used by the Licensee in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance for all such vehicles, and
- (d) if aircraft (including helicopters) are owned, rented, leased or used by the Licensee in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$ N/A;

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to the BCTFA by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia or Canada issuing comparable policies.

- 6.2 All insurance required to be maintained by the Licensee under this Agreement must be placed with insurers licensed to transact business in British Columbia or Canada and, the Licensee must, under the insurance required to be maintained by it under this Agreement,
- (a) pay all deductibles;
 - (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;
 - (c) deliver to the BCTFA, on the Commencement Date, on the renewal of the insurance and at other times required by it
 - (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to the BCTFA (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
 - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
 - (d) on the BCTFA's request, deliver to it evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.
- 6.3 The Licensee acknowledges and agrees that, in the event of any third party loss or damage or any physical loss or damage to the Land (and the Licensee's associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia or those for whom the BCTFA and Her Majesty the Queen in Right of the Province of British Columbia are legally obligated to indemnify against such claims.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without the BCTFA's prior written consent, which consent it may withhold in its sole discretion.
- 7.2 For the purpose of section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Licensee will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, the BCTFA may require the Licensee to meet certain conditions, including without limitation, that it provide to the BCTFA a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land and or other similar type of investigation of the Land.

ARTICLE 8 - CANCELLATION

- 8.1 The Licensee agrees with the BCTFA that
- (a) if the Licensee

- (i) defaults in the payment of any money payable by it under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by it under this Agreement),
- and its default or failure continues for 60 days after the BCTFA gives written notice of the default or failure to the Licensee,
- (b) if, in the BCTFA's opinion, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and its failure continues for 60 days after the BCTFA gives written notice of the failure to the Licensee;
 - (c) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits 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 it or it consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging it bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;
 - (d) if the Licensee is a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on its business, or
 - (ii) an order is made, a resolution passed or a petition filed for its liquidation or winding up;
 - (e) if the Licensee is a society, it converts into a company in accordance with the *Society Act* without the BCTFA's prior written consent; or
 - (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at the BCTFA's option and with or without entry, terminate, and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the BCTFA.

8.2 If the condition complained of in subsection 8.1(a) or (b) (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently complete the same.

8.3 The Licensee agree with the BCTFA that

- (a) the BCTFA may, on 60 days' written notice to it, terminate this Agreement if the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia requires the Land for any purpose; and
- (b) it will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1 or 8.3 or under subsection 62(5) of the *Transportation Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will attempt 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, the dispute will be resolved by 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 the office of the BCTFA in Victoria, British Columbia, and if there is no office of the BCTFA in Victoria, British Columbia, then at the office of the BCTFA that is closest to Victoria, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within the BCTFA's sole discretion cannot, unless the BCTFA agrees, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice or other document required or permitted to be given by either party to the other must be in writing and 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 the BCTFA
- 3rd Flr – 2100 Labieux Road
Nanaimo, BC V9T 6E9
Attention: Lorna Andreychuk
- to the Licensee
- Kathleen Hicks
3018 Manzer Road
Sooke, BC V9Z 0C9
- 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 or other document required or permitted 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 the BCTFA under this Agreement will be effected by hand, courier or prepaid regular mail to the BCTFA's address specified in or otherwise established under section 10.1, 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 the BCTFA 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 the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the BCTFA specifically releases the Licensee from such obligation in its 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 the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its 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 the Licensee
- (a) gives notice to the BCTFA 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 its obligation; and
 - (b) diligently attempts to remove the delay.
- 11.6 The Licensee agrees with the BCTFA that
- (a) the BCTFA is 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 the Licensee is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the purposes set out in this Agreement;
 - (b) nothing in this Agreement constitutes the Licensee as an agent, joint venturer or partner of the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia or gives it any authority or power to bind the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia in any way; and
 - (c) any information regarding this Agreement or the Licensee may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.
- 11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association 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.

- 12.2 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.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 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.
- 12.5 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.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 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.
- 12.8 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.
- 12.9 All provisions of this Agreement in the BCTFA's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.


- 12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party 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 a party has 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.

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

SIGNED by an authorized signatory of
BC TRANSPORTATION FINANCING AUTHORITY


Authorized Signatory of
BC Transportation Financing Authority

SIGNED by


Kathleen Hicks

SCHEDULE A

