STAFF REPORT TO COMMITTEE

DATE OF REPORT	September 27, 2023
MEETING TYPE & DATE	Electoral Area Services Committee Meeting of October 18, 2023
FROM:	Development Services Division Land Use Services Department
SUBJECT:	Application No. RZ23A03 (Stonebridge)
FILE:	RZ23A03

PURPOSE/INTRODUCTION

The purpose of this report is to present an application to consolidate and update zoning for the Stonebridge Lands in Mill Bay and several adjacent parcels. There are five existing zones spanning 10 parcels.

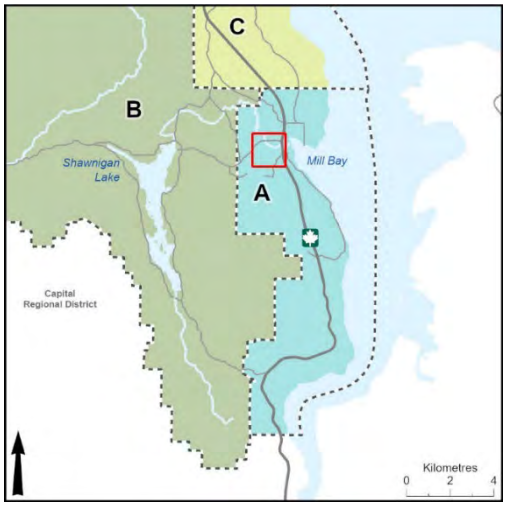
The application is proposing to consolidate the five existing zones into one comprehensive development zone with five areas. The applicant anticipates that the Stonebridge development will have up to a 15 year build out.

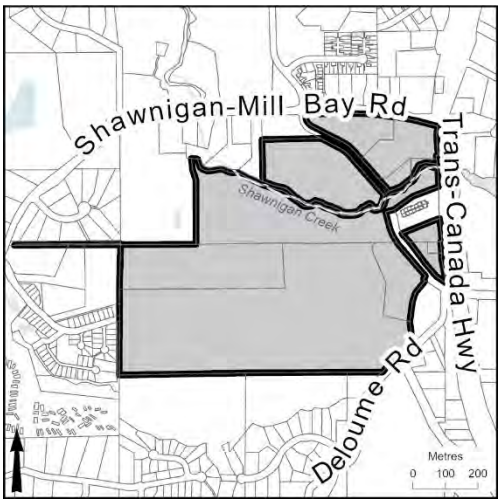
The Board is being asked to consider referral to external agencies prior to advancing amendment bylaws. External agency feedback will be addressed through a subsequent report to the Electoral Area Services Committee (EASC), prior to potential consideration of bylaw readings.

RECOMMENDED RESOLUTION

That it be recommended to the Board that Application No. RZ23A03 (Stonebridge), be referred to external agencies as outlined in the Staff Report to the October 18, 2023, Electoral Area Services Committee meeting.

LOCATION MAP





BACKGROUND

The subject properties are located in Electoral Area A. The lands are PIDs 010-208-089, 025-942-310, 000-278-131, 009-488-286, 009-487-247, 009-487-221, 009-528-601, 004-173-287, 029-533-601, and 009-497-803. These properties have collectively been referred to as the "Stonebridge Lands" and "Pioneer Square". They represent a key land assembly in the heart of Mill Bay. See Attachment B for property locations and current and proposed zoning.

Previous applications have been approved for the lands, including an OCP and zoning bylaw amendment to increase residential density, expand options for commercial uses, accommodate a senior citizens' care/housing facility, etc. all of which are reflected in the existing zoning. CVRD staff estimate that based on the land area and existing zoning, the total number of dwelling units that could be constructed today is approximately 753 dwelling units and 176 congregate care (seniors housing) units, for a total of 929 units.

The current application consists of three key elements:

1. Rezoning the subject properties to a new comprehensive development zone.
2. Amendments to the Official Community Plan to re-designate some of the lands to *Commercial* (*Mixed Use)* and to *Stonebridge Comprehensive Development Designation*.
3. Updating and consolidating the community amenity covenant associated with the Stonebridge lands.

The applicant has noted that the purpose of this application is to simplify and update the zoning bylaw. These updates would allow for the expansion of housing options to encourage more affordable and attainable options. The applicant has noted that the final density of the Stonebridge project will be limited based on available infrastructure, primarily domestic water. Based on these constraints, the applicant currently anticipates a maximum build out of 526 - 561 units (depending on unit type), plus 100,000 ft^2 of commercial buildings. Based on the present constraints, the applicant submits that the proposed reductions in minimum lot sizes do not necessarily equate to increases in density and is requesting not to limit the permitted total amount of residential dwelling units.

OFFICIAL COMMUNITY PLAN / POLICY CONSIDERATIONS

Official Community Plan for the Electoral Areas Bylaw No. 4270 (HOCP):

Attachment B provides a breakdown of the zoning, size, OCP designation and location of each lot under application.

The bulk of the subject property is designated Residential in the OCP, and Stonebridge Comprehensive Development in the Local Area Plan.

The portion of the property that was formally the site of Pioneer Square Mall is designated Commercial in the OCP and Village Commercial in the Local Area Plan. The property is within the Mill Bay Growth Containment Boundary.

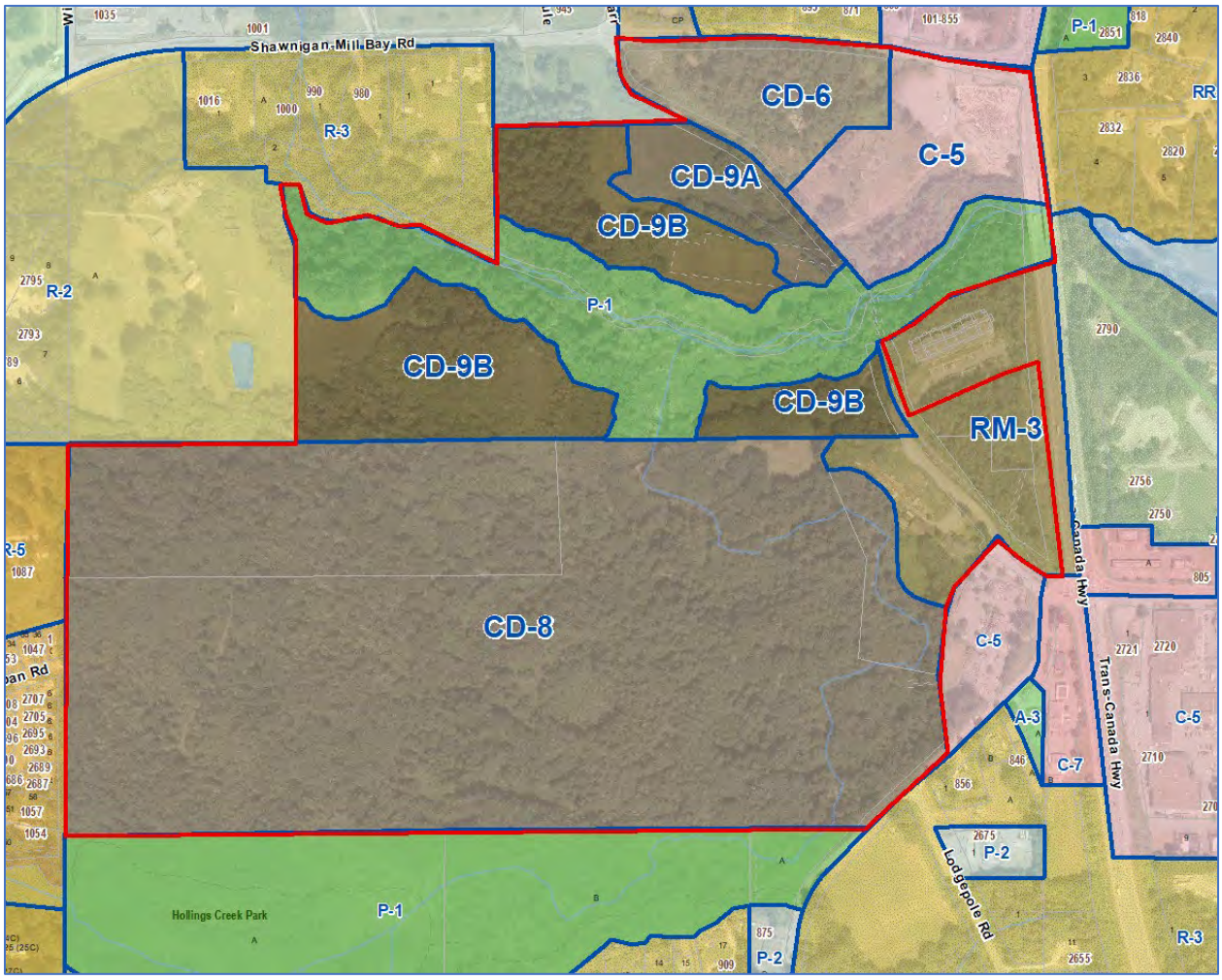
Development Permit Areas:

The subject property is currently subject to the following Development Permit Areas (DPA): DPA-1 Riparian Protection;DPA-2 Sensitive Ecosystem;DPA-4 Aquifer Protection; DPA-5 Wildfire Hazard;DPA-9 Intensive Residential; DPA-10 Multi-Family Residential; DPA-11 Commercial and Mixed-use;DPA-13 Energy and Water Conservation; Greenhouse Gas Emissions Reduction.

South Cowichan Zoning Bylaw No. 3520:

The subject property is split into eight distinct zones: CD-8 – Village Comprehensive Development 8 – Stonebridge South CD-9A – Village Comprehensive Mixed Use 9A CD-9B – Village Compressive Residential 9B RM-3 – Medium Density Multiple Family Residential 3 R-2 – Village Suburban Residential 2 C-5 – Village Commercial 5 CD-6 – Village Comprehensive Development 6 – Congregate Care P-1 – Parks 1

Figure 1 – Zoning Map



COMMISSION / AGENCY / DEPARTMENTAL CONSIDERATIONS

The application was referred to internal divisions, and preliminary comments have been received (Attachment C). If the Board advances the application, these comments and the external agency feedback will be addressed through a subsequent report to the EASC, prior to consideration of bylaw readings.

External Agency Referrals:

Should the Board choose to proceed with the application, external referrals to the following agencies are recommended:

- Malahat Nation
- Ministry of Forests
- Ministry of Environment and Climate Change Strategy
- BC Hydro
- Island Health (VIHA)
- Parks Advisory Commission (Area A)
- Mill Bay Water Works
- Ministry of Transportation & Infrastructure
- Ministry of Water, Land and Resource Stewardship
- B.C. Transit
- Royal Canadian Mounted Police (RCMP)
- Cowichan Valley School District (SD 79)
- Advisory Planning Commission (Area A)
- Parks Advisory Commission (Area A)
- Mill Bay Fire Department

Advisory Commission Referral:

The Board may forward the application to the Area A – Cowichan Bay Advisory Planning Commission (APC) and Parks Advisory Commission (PAC) for feedback. The APC has the responsibility of providing recommendations to the Board and acting as the citizens' voice in the planning process. The PAC may wish to comment on parks-related aspects of the proposal. Although the APC and PAC have no particular decision-making powers of their own, they can provide local perspectives for the CVRD Board to consider.

PLANNING ANALYSIS

Next Steps:

If the EASC wishes to advance this application, it may recommend to the Board that staff be directed to forward the application to external agencies. Staff would return to the EASC for consideration of referral comments and next steps.

The applicant has put together a summary of the key uses and conditions that they would like to have included in the requested Comprehensive Development zone (Attachment A). The draft zone has not been prepared by staff, and is provided for discussion purposes only.

Key elements of the applicant's proposal include:

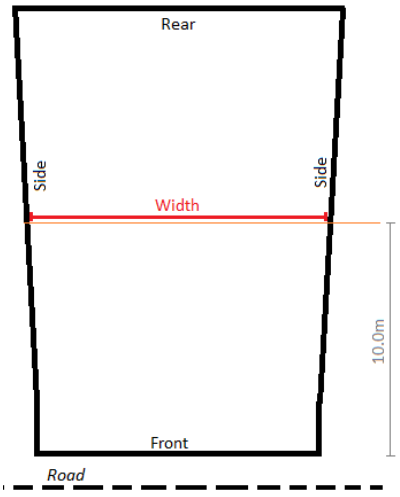
- Zoning regulations that would allow for multiple fully serviced show homes to be built on larger lots (capable of further subdivision);
- A reduction in minimum parcel size for single-family lots from 450 m^2 to 300 m^2;
- A reduction in the minimum parcel sizes for duplex lots from 700 m^2 to 500 m^2;
- A reduction in the minimum lot size for senior congregate care facilities to 1,000 m^2;
- An expansion in areas where multi-family dwellings can be constructed;
- A reduction in the minimum lot size & width for secondary suites (in duplexes and single-family dwellings);
- A reduction in some minimum parcel line setbacks;
- Permitting "Drive-thru" uses on parcels within 'Area 4', located east of Barry Road; and
- An option for workforce housing within 'Area 4' of the proposed zone.

<u>Parcel Width:</u>

The applicant has proposed a definition for parcel width:

> *"Parcel Width" means the horizontal distance between side lot lines measured at right angles to the lot depth and ten metres from the front lot line.*

The applicant proposes to require a minimum 10 m parcel width for single-family lots (which may be 300 m^2 or larger). The applicant also proposes a 14 m parcel width for duplex lots (which may be 500 m^2 or larger). The intent of the minimum parcel width requirement is to ensure that there is sufficient space for parking areas on smaller lots (particularity for those with suites).



Staff note that the DPA – 9 [intensive residential] design guidelines encourage developments that situate active uses (e.g. landscaped boulevards, usable patios, etc.) in front yards, and locate garages at the rear of a dwelling (e.g. lane access). Should the Board advance this application, a recommended condition of rezoning will be to incorporate updates to DPA – 9 Guidelines to achieve a balance of soft and hard landscaping in front yards that feature front-access parking.

Workforce Housing:

The applicant originally suggested that in Area 4 (currently the RM-3 Zone), workforce housing units could be a permitted use. A definition of workforce housing was provided as a form of residential tenure that allows limited stays. The applicant does not wish to pursue a housing agreement.

In conversation with staff, the applicant has indicated a willingness to pursue an alternative to workforce housing, and include a 'hotel' use with special regulations to allow 'extended-stay' in the proposed zone. This would enable the operator to target guests staying five or more nights such as emergency service workers (e.g. firefighters), and short-term contract workers.

Show Homes:

The applicant is requesting a zoning provision that would enable multiple homes to be built on a single lot that is capable of further subdivision. A zoning regulation reduces the risk/liability to the CVRD in the event that show homes are sold and/or occupied prior to subdivision by enabling the development of a multiple dwelling building strata.

Density:

As the rezoning process is fundamentally a question about the impacts of proposed land uses and density, the potential density permitted under existing and proposed zoning, as well as the potential density given site constraints must all form part of the staff analysis and discussion.

As part of the proposed comprehensive development zone, the applicant is proposing to reduce the minimum parcel size for suites, single-family lots, and duplex lots; further, the areas where multi-family dwellings will be permitted shall be expanded.

Table 1 - Zone Comparison

Existing Zones	**Proposed CD Zone**
Approximately 2.2 ha (22,095 m^2) of the subject lands are zoned CD-6 • Permits senior's congregate housing and accessory commercial and service uses. • Minimum parcel size is 1 hectare (10,000 m^2). • Maximum density of residential facility units and personal care units combined shall not exceed 80 units per hectare (approx. 176 units for the subject lands).	**Area 1** – replaces the existing CD-6 zoning, and reduces the land area available for seniors congregate care. • No density cap other than a 55% lot coverage, 1000 m^2 min parcel and, 22 m (approx. 6 storey) height limit.
Approximately 1.49 ha (14,904 m^2) of the subject lands are zoned CD-9A • The CD-9A zone permits Seniors residences and multi-family dwellings on lots 1,000 m^2 or larger. • A maximum number of 140 dwelling units are permitted in this zone.	**Area 2** – replaces a portion of lands zoned CD-9B, and all of the lands zoned CD-9A. • No density cap; density limited by minimum lot size, parcel coverage, setbacks and building height. • Minimum density of 150 multi-family dwelling units

Approximately 7.86 ha (78,632 m^2) of the subject lands are zoned CD-9B • The CD-9B Zone allows for a minimum parcel size of 450 m^2 (single family), 700 m^2 (duplex), and 1,000 m^2 (multi-family). • Maximum 140 dwelling (subject to the transfer of riparian assessment areas for park purposes, amenity contributions, and two serviced duplex parcels). Approximately 34 ha (345,727 m^2) of the subject lands are zoned CD-8. • Minimum parcel size of 450 m^2 (single family), 700 m^2 (duplex), and 1,000 m^2 (multi-family). • Secondary suites permitted on lots 600 m^2 or larger for single-family, and on all duplex lots. • The base number of units (not including suites) that can be created are 325 units (subject to 8 ha of land being transferred to the CVRD).	**Area 3** – replaces the remainder of the lands zoned CD-9B, as well as the lands zoned CD-8. • No density cap; density limited by minimum lot size, parcel coverage, setbacks and building height.
Approximately 2.48 ha (24,840 m^2) of the subject lands are zoned RM-3 • The RM-3 Zone allows for a minimum parcel size of 2,000 m^2 for multi-family dwellings. • The RM-3 zone allows for a maximum of 35 dwelling units per hectare (approx. 86 units for the subject lands).	**Area 4** – replaces the existing RM-3 zoning • No density cap; density limited by minimum lot size, parcel coverage, setbacks and building height. • Drive-Thru and Workforce housing/ long-term hotel stay uses added.
Approximately 3.14 ha (31,482 m^2) of the subject lands are zoned C-5 • Allows for commercial uses, as well as multiple family residences above the ground floor of any building. • Minimum parcel size is 1,000 m^2 for parcels serviced by a community water and sewer system. • Allows for a maximum of 20 dwelling units per hectare (approx. 62 units for the subject lands).	**Area 5** – replaces the existing C-5 zoning • Retains the maximum 20 dwelling units per hectare; however, additional land added from the existing CD-6 zoning to Area 5.

While the proposed zoning increases permitted density, the applicant submits there is insufficient water to support the density that is currently permitted under existing zoning. The applicant has provided a build-out estimate (561 units max). The applicant submits that while the reduction of minimum lot sizes does increase potential density through zoning, the servicing constraints will limit the actual build out of the site.

While reductions in minimum lot sizes do not necessarily equate to increases in density given the servicing constraints of the land, the CVRD must take the long-term view that comprehensive developments may change hands years or generations in the future. Changes to the market may expedite or delay the build out of the development, and the infrastructural constraints that exist today may change in the future.

Options to address density include:

- **No increase** in the permitted density - a unit cap within each area (e.g. as 929 units are permitted under existing zoning, a density limit could be included for each area and type of development within the proposed comprehensive development zone). The proposed CD zone can provide clarity on how density will be distributed between Areas 1 – 5.

- **Increase** in the permitted density - this may be subject to density bonusing provisions (contributions to the appropriate reserve fund per dwelling unit) to offset the impacts to parks, fire protection services, etc.). The CVRD Board may also wish to explore water conservation measures (building design and landscaping) to address impacts to the aquifer.

Proposed Covenant:

The general intent of the updated/modernized covenant is to remove the density bonusing provisions from the CD-8 Zone (South Lands) and provide one combined covenant for all of the lands.

The existing Covenant only applies to a portion of the lands. The portion of the lands zoned CD-8 Zone is not covered by the covenant and density bonusing provisions are embedded in the zoning bylaw.

The applicant proposes to maintain the same Park Fund Contribution for Electoral Area A, the transfer of greenspace (riparian areas with trail and sign improvements), the transfer for usable park land (e.g. tot lots with amenities), and the transfer of two parcels to an affordable housing provider. The applicant proposes some modifications to the schedule for providing Park Fund Contributions to the CVRD, as well as some additional clarity regarding protections to the Stonebridge (e.g. replacement and repair thresholds).

Should the Board advance this application a referral will be provided to the Advisory Planning Commission and Parks Advisory Commission for comment/feedback. Staff would return to the EASC for consideration of the referrals and any recommended conditions of bylaw adoption.

Official Community Plan Amendments:

The portion of the subject lands zoned RM-3 allows for mixed use developments (commercial ground floors with accessory residential on upper-storeys). The proposed zoning and OCP designation would change this from mixed-use housing to residential and/or commercial (providing flexibility for standalone commercial and/or standalone residential developments in addition to mixed use buildings). These lands are proposed to be added to the Village Commercial designation.

A portion of the lands currently zoned CD-6 adjacent to Pioneer Square lands, is proposed to be added to the Village Commercial designation.

If the Board advances this application, some modifications may be required to the Draft Modernized Official Community Plan (MOCP) to ensure consistency with permitted densities. Alternatively, this can be done as an internal housekeeping amendment once the MOCP is adopted.

If the Board advances this application staff may recommend:

- Possible amendments to DPA – 9 (Intensive residential) design guidelines. In particular, to deal with smaller narrow lots with front-access parking for suites.
- Possible amendments to DPA – 10 (multi-family) to establish targets for private amenity space and common amenity space in multi-family developments;
- Possible amendments to DPA - 11 (commercial and Mixed use) to establish targets for private amenity space and common amenity space in congregate care facilities, and,
- Possible amendments to DPA - 11 (commercial and Mixed use) to establish minimum standards for drive-thru establishments.

Additional Information:

Based on the feedback received during the initial referral process, additional information may be required. The Board may direct that these items be resolved prior to advancing bylaws. These items include:

1. An updated conceptual masterplan for the subdivision to show how the new housing typologies could be integrated alongside anticipated road networks;
2. A revised parks amenity package and concept plan (incorporating feedback from the Parks Advisory Commission and Advisory Planning Commission);
3. Updates to the DPA 9, DPA 10, and DPA 11 guidelines in conjunction with the application:
    a. The developer may be asked to provide concept drawings for architectural form and character, landscaping, and parking.
4. A covenant (to be registered prior to bylaw adoption) to secure the following:
    a. Water conservation measures in landscape and building design; and
    b. Water storage options.
5. A covenant (to be registered prior to bylaw adoption) to secure a ratio of 1-bedroom, 2-bedroom, and 3-bedroom units in a percentage of new multi-family buildings;
6. A modified parcel width definition (or minim requirements for both property width and frontage) to ensure adequate parking areas for small lots with suites;
7. Updated development permit guidelines or zoning provisions for Drive-Thru Queue lane standards with respect to siting, length, landscaping/screening, double stacking, and separation from parking areas;
8. Increased clarity around the preservation and repair thresholds for the stone bridge, with details on an alternative modern pedestrian bridge design if the Ministry of Transportation and Infrastructure requires a road connection;

9. Density control measures (e.g. limits per CD Area or density bonusing provisions to offset the impacts of additional permitted densities beyond the existing zoning allowances);

10. Refinements to CD area specific regulations (e.g. limiting the height of multi-family buildings in Area 3, or further clarity on why flexibility in height is needed based on topographic challenges); and

11. A rainwater management plan to offset the impacts of increased impervious areas and encourage groundwater absorption.

This list will be further refined following the external agency feedback. These and other items may be addressed through a subsequent report to EASC, prior to consideration of bylaw readings.

OPTIONS

Option 1 (Advance the application): That it be recommended to the Board that Application No. RZ23A03 (Stonebridge), be referred to external agencies as outlined in the Staff Report to the October 18, 2023, Electoral Area Services Committee meeting.

Option 2 (Request Additional Information): That it be recommended to the Board that the preliminary staff report for Application No. RZ23A03 (Stonebridge), be referred back to staff for the following information [*requested information to be provided by the Board*], prior to further consideration.

Option 3 (Deny): That it be recommended to the Board that Application No. RZ23A03 (Stonebridge), be denied, [*specific reasons to be identified by the Board*].

Prepared by:

Richard Buchan, B.A, M.A
Planner III

Reviewed by:

Michelle Pressman, RPP, MCIP, MPlan
Manager

Ann Kjerulf, MCP, RPP, MCIP
General Manager

Reviewed for form and content and approved for submission to the Committee:

Resolution:	Financial Considerations:
☒ A/Deputy Corporate Officer	☒ Chief Financial Officer

ATTACHMENTS:
Attachment A – Proposed CD Zone Components
Attachment B – Lot Breakdown
Attachment C – Internal Referral Responses
Attachment D – Applicant's Rationale
Attachment E – Existing Covenant

STONEBRIDGE ZONING CONSOLIDATION REFERENCE MAP

Attachment A

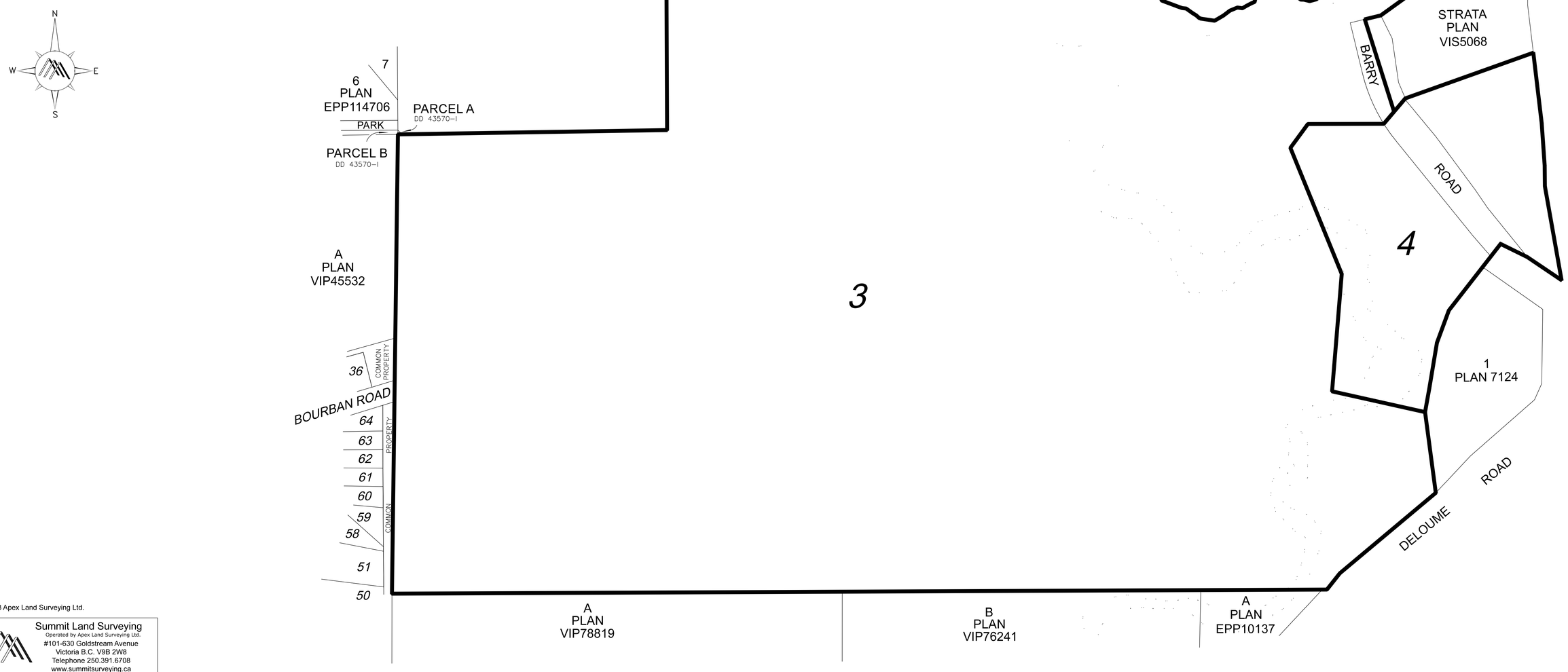
0 35 105 175
Scale 1:1750. All distances are in metres.

NOTE: This plan is for discussion purposes only and has not been confirmed by field survey.
Lot dimensions & areas shown are subject to vary upon completion of a legal survey.
Existing structures or encumbrances are not shown.

This plan is based upon compiled records only.
Lot boundaries & natural boundaries of Shawnigan & Handysen Creek are subject to vary upon field survey.

The parcels are subject to:

Covenants J67898, J67899, EM101114, EW64812 & CA5728036
Statutory Rights of Way 267656G, EC1795, EC1798 & EN65107
Easements EN111859, 261955G & CA3612490



© 2023 Apex Land Surveying Ltd.

Summit Land Surveying
Operated by Apex Land Surveying Ltd.
#101-630 Goldstream Avenue
Victoria B.C. V9B 2W8
Telephone 250.391.6708
www.summitsurveying.ca

File: MD-Limona-SB-MF2 | Date: August 9, 2023

Subdivision Requirements

Parcels created by subdivision shall meet the following minimum requirements except where alternate requirements are stated specific to Areas 1 – 5 in this bylaw;

Single Family

Minimum Parcel Area	300 m^2
Minimum Parcel Width	10 m

Duplex

Minimum Parcel Area	500 m^2
Minimum Parcel Width	14 m

Multi-Family Residential,
Residential Facility,
Personal Care Facility &
Seniors Congregate Care

Minimum Lot Area	1000 m^2

Parcel Width Definition

For the purpose of calculation of parcel width in this zone, "Parcel Width" means the horizontal distance between side lot lines measured at right angles to the lot depth and ten metres from the front lot line.

Setback Requirements

The following minimum setbacks for buildings and structures apply to all Areas of this zone except where an Area provides setbacks specific to that Area;

Single Family

Front parcel line (from Garage)	5.0 m
Front parcel line	4.5 m
Interior side parcel line	1.5 m
Exterior side parcel line	3.0 m
Rear parcel line	4.0 m

Duplex

Front parcel line (from Garage)	5.0 m
Front parcel line	4.5 m
Interior side parcel line	1.5 m
Exterior side parcel line	3.0 m
Rear parcel line	4.0 m

Multi-Family Residential,
Residential Facility,
Personal Care Facility &
Seniors Congregate Care

Front parcel line	4.5 m
Interior side parcel line	3.0 m
Exterior side parcel line	4.5 m
Rear parcel line	4.0 m

Accessory Buildings

Front parcel line	5.0 m
Interior side parcel line	1.0 m
Exterior side parcel line	3.0 m
Rear parcel line	1.0 m

Building Heights

The height of buildings and structures in this zone shall not exceed the following except where an Area provides a building height specific to that Area;

Single Family	10 m
Duplex	10 m
Multi-Family Residential, Residential Facility, Personal Care Facility & Seniors Congregate Care	22 m
Accessory Buildings	7.5 m

Parcel Coverage

The parcel coverage in this zone shall not exceed the following, except where an Area provides a parcel coverage specific to that Area;

Single Family	45%
Duplex	50%
Multi-Family Residential, Residential Facility, Personal Care Facility & Seniors Congregate Care	55%

Secondary Suite

Where an Area in this zone permits secondary suite as an accessory use, secondary suites will be permitted only on parcels with the following minimum area and minimum parcel width;

Single Family

Minimum Parcel Area	450 m^2
Minimum Parcel Width	12 m

Duplex

Minimum Parcel Area	600 m^2
Minimum Parcel Width	16 m

Servicing

All occupied buildings shall be serviced by a community water system and a community sewer system as a condition of use.

AREA 1
(For reference - includes a portion of the former CD-6 zone)

---

1. Permitted Uses

   The following principal uses and no others are permitted in Area 1 of this zone:
   - Residential Facility
   - Personal Care Facility
   - Seniors Congregate Care

   The following accessory uses are permitted in Area 1 of this zone:
   - Community service facility
   - Office

2. Parking

   Notwithstanding the off-street parking and loading requirements in Part 7 of this bylaw, in Area 1 of this zone, the following parking and loading space requirements apply:

   Residential facility
   - 1 space for every 3.3 residential units
   - 1 loading space, or 0 spaces if loading is shared with Personal care facility loading

   Personal care facility
   - 1 space for every 5 residential units
   - 1 loading space

AREA 2
(For reference - includes all of former CD-9A & parts of CD-9B that are located north of Shawnigan Creek)

---

1. Permitted Uses

   The following principal uses and no others are permitted in Area 2 of this zone:
   - Single family dwelling
   - Duplex dwelling
   - Multiple family dwelling
   - Residential facility
   - Seniors congregate care

   The following accessory uses are permitted in Area 2 of this zone:
   - Secondary suite
   - Home based business
   - Community service facility
   - Unlicensed daycare
   - Group daycare

2. Density Regulations

   No less than 150 multiple family, residential facility, or seniors congregate care units.

3. Group Daycare

   Group daycare as an accessory use is only permitted where the group daycare is accessory to a Multiple family dwelling or a Residential facility.

AREA 3
(For reference - includes all of former CD-8 & parts of CD-9B located south of Shawnigan Creek)

---

1. Permitted Uses

   The following principal uses and no others are permitted in Area 3 of this zone:
   - Single family dwelling
   - Duplex dwelling
   - Multiple family dwelling

   The following accessory uses are permitted in Area 3 of this zone:
   - Secondary suite
   - Home based business
   - Community service facility
   - Unlicensed daycare
   - Group daycare

2. Group daycare as an accessory use is only permitted where the group daycare is accessory to a Multiple family dwelling or a Residential facility.

AREA 4
(For reference - formerly RM-3)

---

1. Permitted Uses

   The following principal uses and no others are permitted in Area 4 of this zone:
   - Multiple Family Residential
   - The uses permitted in C-5 zone

   The following accessory uses are permitted in Area 4 of this zone:
   - Workforce housing units (tenure under 30 days but not less than 5 days)
   - Home based business
   - Group daycare
   - Drive-thru

2. Parcel Coverage

   Parcel coverage for parcels that contain only uses permitted in the C-5 zone, or a mixed use of C-5 uses on the main floor with Multiple Family Residential or Workforce Housing above, the parcel coverage shall not exceed 50%.

3. Group Daycare

   Group daycare as an accessory use is only permitted when the group daycare is accessory to a Multiple family dwelling.

4. Drive-thru as an accessory use

   Drive-thru accessory use shall be limited to any portion of a parcel that is located east of Barry Road and no further than *120* m from intersect of the most southern property line with the Highway and Deloume.

5. Height

   Notwithstanding the building heights stated in this bylaw, where a building or structure is constructed on a parcel with no multiple family residential above the commercial use, the commercial use only building, or any portion thereof, shall be limited to 10 m in height.

AREA 5
(For reference - includes all of former Pioneer Square C-5 zone and a portion of the CD-6 parcel)

---

1. Permitted Uses

   The following principal uses and no others are permitted in Area 5 of this zone:
   - All permitted uses in the C-5 zone

   The following accessory uses are permitted in Area 5 of this zone:
   - Multiple family Residential including multiple family residential above the ground floor of any building.

2. Parcel Coverage Limit

   The parcel coverage in Area 5 of this zone shall not exceed *45%*.

3. Building Height

   The height of all buildings and structures in Area 5 of this zone shall not exceed:
   - Buildings and structures with C-5 uses only the height shall be no more than 10 m.
   - Buildings and structures with C-5 uses on the main floor and multiple family residential uses above shall be no more than 20 m.

4. Minimum Parcel Size

   The minimum parcel size in Area 5 of this zone is 1000 m^2.

5. Multiple Family Dwelling Special Regulations

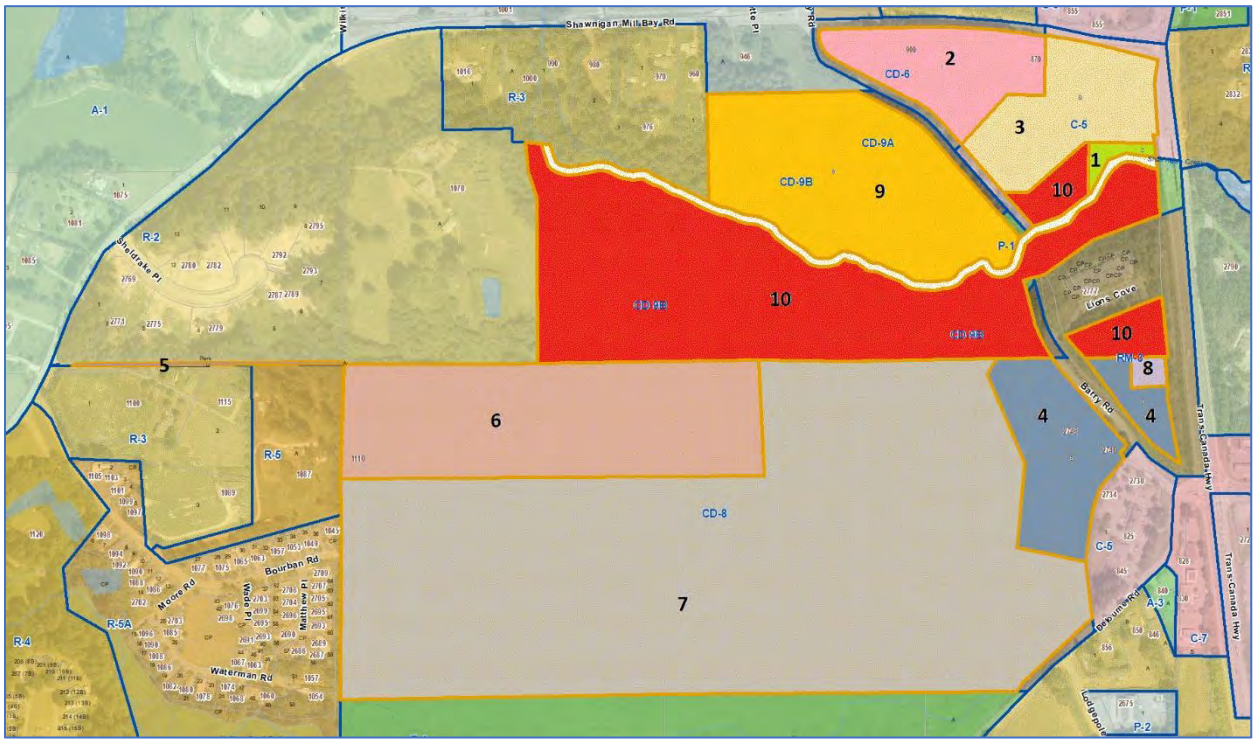
   The following regulations apply to multiple family residential uses within Area 5 of this zone:
   - Dwelling unit density shall not exceed 20 dwelling units per hectare of land.
   - Residential use must be located above commercial use except for an entrance, lobby or amenities that are for the exclusive use of the residential use.

6. Setbacks

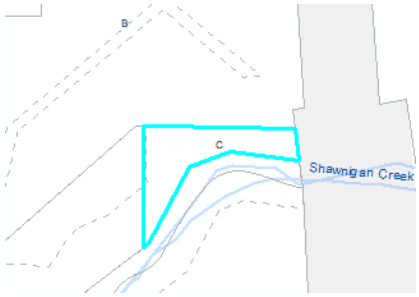
   The following minimum setbacks apply to Area 5 of this zone:
   - Shawnigan-Mill Bay Road parcel line 1.0 m
   - Interior side parcel line 3.0 m
   - Island Highway parcel line 1.0 m
   - Barry Road parcel line 4.5 m

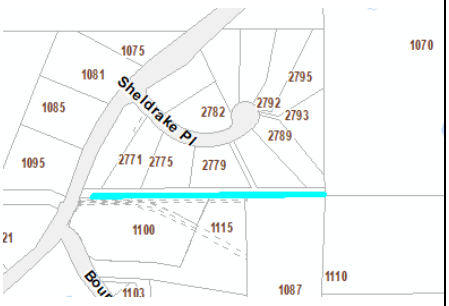
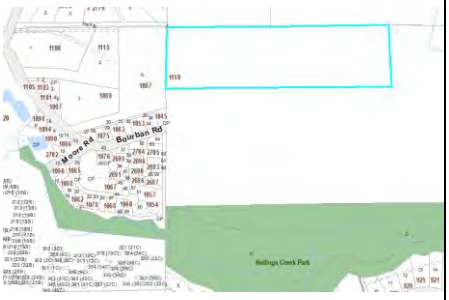
Attachment B

Overview Map



Lot Breakdown

PID	Zone	Proposed Zone	OCP	Map
010-208-089 Area: 2,023 m^2	C-5 – Village Commercial 5	CD – Area 5	**Regional**: Commercial **LAP**: Village Commercial	1. 
025-942-310 Area: 22,095 m^2	CD-6 – Village Comprehensive Development 6 – Congregate Care	Split: CD – Area 1 CD – Area 5	**Regional**: Residential **LAP**: Mixed-Use Comprehensive	2.

000-278-131 Area: 25,292 m^2	C-5 – Village Commercial 5	CD – Area 5	**Regional**: Commercial **LAP**: Village Commercial	3.
009-488-286 Area: 31,067 m^2	CD-8 – Village Comprehensive Development 8 – Stonebridge South RM-3 – Medium Density Multiple Family Residential 3	CD – Area 4	**Regional**: Residential **LAP**: Stonebridge Comprehensive Development	4.
009-487-247 Area: (combined with PID 009-487-221)	R-2 – Village Suburban Residential 2	No Change: This strip is identified to be a trail connection	**Regional**: Residential **LAP**: Village Residential	5. 
009-487-221 Area: 68,472 m^2	CD-8 – Village Comprehensive Development 8 – Stonebridge South	CD – Area 3	**Regional**: Residential **LAP**: Stonebridge Comprehensive Development	6. 

009-528-601 Area: 271,220 m^2	CD-8 – Village Comprehensive Development 8 – Stonebridge South	CD – Area 3	**Regional**: Residential **LAP**: Stonebridge Comprehensive Development	7.
004-173-287 Area: 1,885 m^2	RM-3 – Medium Density Multiple Family Residential 3	CD – Area 4	**Regional**: Residential **LAP**: Multi-Family Residential	8.
029-533-601 Area: 57,396 m^2	CD-9A – Village Comprehensive Mixed Use 9A CD-9B – Village Compressive Residential 9B P-1 – Parks 1	CD – Area 2	**Regional**: Residential **LAP**: Stonebridge Comprehensive Development	9.
009-497-803 Area: 120,531 m^2	CD-9A – Village Comprehensive Mixed Use 9A CD-9B – Village Compressive Residential 9B RM-3 – Medium Density Multiple Family Residential 3 P-1 – Parks 1	Split: CD – Area 3 CD – Area 4 CD – Area 5	**Regional**: Residential **LAP**: Stonebridge Comprehensive Development *Portion in Red:* **Regional**: Commercial **LAP**: Village Commercial	10.

CVRD INTERNAL REFERRAL RESPONSES

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, B.C. V9L 1N8
Tel: 250.746.2620 | Fax: 250.746.2621

CVRD File No.:	RZ23A03 (Stonebridge)
Application Type:	Rezoning & OCP Amendment
Subject Property:	PIDS: 010-208-089, 025-942-310, 000-278-131, 009-488-286, 009-487-247, 009-487-221, 009-528-601, 004-173-287, 029-533-601, and 009-497-803
Proposal:	This application is a request that the CVRD Board consider approving an application to consolidate and modernize existing zoning for the Stonebridge Lands in Mill Bay and several adjacent parcels.
Utilities Division *(Louise Knodel-Joy & Vanessa Thomson)*	☒ **Application supported subject to the recommendations outlined below.** *With respect to our Division's goals/interests, we offer the following comments:* • *The Stonebridge developers are working with the CVRD and other developments to join the Mill Springs Wastewater system and upgrade the collection system.* • *The proposed development will require an eventual upgrade of the wastewater treatment plant, but the anticipated timeline for the development of 10-15 years, so therefore not an issue at this time.* • *Consolidation of this site, has no bearing on the sewer system expansion at this time and Utilities division will refer to Land Use Services for their expertise.* • *Provision of potable water, is Mill Bay Water District, an Improvement District.* • *Further CVRD has no drainage systems in the area.*
Building Inspections and Bylaw Enforcement Division (Sonny Bryski)	*With respect to our Division's goals/interests, we offer the following comments:* • *Continued discussions will take place with the applicants through the rezoning process regarding the Building Inspection and Bylaw Enforcement Division interests pertaining to options for show homes.* • *If the Board wishes to provide options to show homes, Building Inspections recommends that the CVRD provide a zoning regulation that allows multiple homes on a larger lot. This would provide an option to construct show homes which could receive an occupancy permit.* • *Building Inspections & Bylaw Enforcement Division has also flagged concerns with respect to Spatial Separation as it relates to small narrow lots. The proposed 300m2 lots increase the likelihood that the side elevations of each dwelling will not be*

	permitted to have unprotected openings (which significantly limits building design options). • *Bylaw Enforcement is not supportive of a workforce housing use that does not include a housing agreement; however, zoning provisions for a hotel with flexibility for long-term stays could be supported.*
Parks & Trails Division *(Tanya Soroka)*	**☒ Application supported subject to the recommendations outlined below.** *With respect to the Parks & Trails Division's goals/interests, we offer the following comments:* • *Continued discussions will take place with the applicants through the rezoning process regarding the Parks and Trails Division interests per the registered section 219 community amenity covenant.* • *The Parks and Trails Division will work with Development Services Division to finalize the new replacement covenant ensuring the needs of the community are met per the adopted 2015 Electoral Area A Community Parks & Trails Master Plan.* • *The application should be referred to the Electoral Area A Parks Advisory Commission for comments on the amended covenant.*

Environmental Services Division
(Keith Lawrence)
	☒ Application supported subject to the recommendations outlined below.
	With respect to our Division's goals/interests, we offer the following comments:
	We understand that:
	• *Based on the land area and existing zoning – the total number of dwelling units that could be built today is approximately 929 units.*
	• *Despite the zoning allowance for 929 units (plus commercial buildings), the developers estimated that the potential build-out is 561 units based on the infrastructure constraints that exist today.*
	• *The development is presently anticipated to have a 15-year build out, and the constraints that exist today could change tomorrow.*
	Our concerns regard the potential increase in density that this application could enable. With no density cap on some of the proposed areas and the possibility of a significant increase in density, the current watershed condition would be unable to accommodate the added stress of this high demand.
	On review of the proposal:
	• *No density caps are proposed for Areas 1 and 4.*
	• *A density cap is proposed for Area 5*
	• *For Areas 2 and 3 the developer notes that their intent is to have a mix of single-family, duplex, and multi-family lots*
	  o *Under existing zoning, Areas 2 and 3 currently have a density cap of 605 units (single-family or duplex).*
	  o *The proposed zoning for Areas 2 and 3 would potentially result in a density of 942 Single-Family Lots, or 565 duplex lots (1,131 units), or 282 multi-family lots (each multi-*

	family lot would be capable of accommodating a 6-storey building under the proposed zoning). We understand that the developer intends to build a mix of single-family, duplex and multi-family lots. *Our recommendations are as follows:* • *A density limit should be included for each area within the proposed comprehensive development zone.* • *The Environmental Services Division notes that a density cap would not prevent the developer from applying for future zoning amendments when/if infrastructure and water supply constraints can be overcome and environmental impacts addressed in the future. The Division would prefer that requests for density increases be tied to available infrastructure and water resource capacity so that the true impacts of a development can be evaluated and understood prior to approvals.* • *Since the developer suggests that the density permitted under the existing zoning provisions cannot be achieved, the Environmental Services Division would support a reassignment of density.* o *For example, since the existing RM-3 zone (proposed Area 4) allows for a maximum of 35 dwelling units per hectare (approx. 86 units for the subject lands). If the developer only plans to build 40 units in Area 4, the remainder 46 units could be transferred to Area 3. This would help to facility the intent of this rezoning (providing flexibility for a mix of multi-family building options) without increasing overall site density.* • *We understand that the province's Water Protection group is developing a hydrological model for surface and ground water. While the Ministry of Forests has previously communicated that the watershed model will not be a determining factor for future decision-making pertaining to water licensing, their model is intended to support decision making on water resource allocations.* • *If no density cap is proposed, or if a density increase is proposed, we recommend that further decisions on rezoning in the Shawnigan Creek watershed be postponed until after the establishment of the watershed model.* *Any additional density should be evaluated against the watershed Model. Once this model is established, we recommend the following:* • *The establishment of a water use plan for the Shawnigan Creek watershed which considers water supply and groundwater stresses, demand and availability for the long term.* • *Solutions outlined in the plan should include water conservation measures and the potential need for both community and site-specific water storage options.* *We also expect the following:* • *A liquid waste management connectivity plan be put in place to reduce potential impact on the surrounding environment due to the increase in usage of the current system.*

	• *All measures be taken to protect the riparian areas of Shawnigan Creek and Handysen Creek during all development.* • *A rainwater management plan be completed by a professional due to the increase in impervious area that would result in less groundwater absorption and increase the risk of flooding and debris run off into the surrounding watershed.* • *The habitat of Edward's Beach Moth that is noted on the property not be affected during development.* • *The environment of the mature forest that is noted on the property not be affected during development.*
Emergency Management Division *(Robb Schoular & Chris McInerney, Mill Bay Fire Department Chief)*	*The Fire Department appreciates the opportunity to comment on this application at this preliminary stage. We understand that further engagement with external agencies will include the Mill Bay Fire Department. We offer the following preliminary comments:* • *The department would like to see the traffic plan (if any) on the Barry rd., Deloume rd., and TCH intersections. That area already gets very congested and would become much worse with the proposed development if not mitigated in some way making it difficult for us to get our trucks to calls.* • *BC building code must be followed, specifically the codes on building construction on building in close proximity to other buildings and the codes on fire hydrant spacing.* • *Fire hydrants should be tested as per NFPA and fire department shall be consulted on pumper connection thread type.* • *Fire hydrants shall be operational before construction starts.* • *If street parking is allowed the road shall be wide enough for fire apparatus when vehicles are parked on both sides.* • *If additional density is proposed, we would request that the developer consider identifying a percentage of new housing for local first responders (to have first right of refusal) as part of any additional Community Amenity Contribution package.*
Community Planning Division *(Mike Tippett & Lauren Wright)*	☒ ***Application supported subject to the recommendations outlined below.*** *With respect to our Division's goals/interests, we offer the following comments:* • *Increasing density in a fully serviced core area like the Stonebridge lands would be a good thing; however, the applicant indicates that the changes proposed are not largely intended to achieve higher densities; but rather, to enhance flexibility. Flexibility is also a good thing.* • *Stonebridge is a large, inward-focussed site within a basin and using it as a test site for innovative and alternative forms of residential development would be consistent with adaptive management protocols.* • *Would note that as proposed parcel sizes get down to 300 square metres it becomes very difficult to have larger homes and sufficient off-street parking.* • *On the other hand, smaller lots means less yard, which in all likelihood means less water demand for landscaping, though a landscape devoid of (deciduous) trees may not be ideal from a microclimate perspective.* • *Would suggest that a density cap in terms of units/ha or over all as per the present CD-8 Zone should perhaps not be necessary*

	so long as other proxy regulations are sufficiently well developed (for example, regulating density indirectly through building massing regulations like floor area ratio; off-street parking; parcel coverage; minimum setback of garage door from road right-of-way). • *Workforce housing concept is good and I would make a pitch for totally flexible MFR/hotel occupancies combined and have the owner/developer regulate occupancies as needed.* • *Show homes should be accommodated if at all possible and staff seem to have found a suitable way to do this.* • *If secondary suites are permitted within single residential dwellings, parking for both the suite and dwelling should be required on each parcel. Sufficient parking spaces should be shown on the site plan for each parcel. The driveways should be long enough to ensure large sized vehicles (such as large trucks) do not overhang onto the road.* • *Driveway lengths should be at least 6 meters to accommodate large trucks and other large vehicles so they do not overhang onto the road.* • *Garage parking should not be considered a parking space (all required parking should be able to be accommodated in the driveway). Many times, in such dense developments on smaller parcels, garage space ends up being used a storage areas. This pushes parking to the driveway and/or street.* • *The covenant should be amended to require any financial contribution to the CVRD to be adjusted for inflation on the date the contribution is eventually received, starting in 2016 (the year of the current covenant was registered).* • *Minimum parcel widths should be carefully considered in terms of providing adequate parking for single residential dwellings and suites.* • *Consider adding further regulations that pertain to drive-thrus, including minimum drive-isle widths, RV parking areas (as this is a tourist commuter hub in summer months), etc.* • *Definitions are being reviewed as part of the Comprehensive Land Use Bylaw development process. Any definition is subject to change.* • *The Comprehensive Land Use Bylaw will also include new/updated parking provisions. The parking for this CD zone should follow the parking regulations proposed in the new bylaw.*

the LIMONA GROUP

August 10, 2023

Cowichan Valley Regional District
175 Ingram Street,
Duncan, BC
V9L 1N8

ATTENTION: Area A Director Kate Segall &
CVRD Board Members

SUBJECT: Zoning Amendment Application for Stonebridge Project (Area A – Mill Bay)

On behalf on The Limona Group and Merdyn Group we are pleased to submit for your consideration an application to consolidate, repair and update the land use zoning for the parcels that comprise the Stonebridge project in Mill Bay.

Envisioned before 2010 the Stonebridge lands have long been viewed as the future heart of Mill Bay. Land use zoning was approved in two parts, 2013 and 2016, and infrastructure to support Stonebridge is finally in the process of being approved. Since the zoning approvals the housing needs and affordability for both rental housing and market housing have greatly changed. As local governments and the Provincial government understand we are amid a housing crisis that includes a need for housing options across the entire housing spectrum.

This amendment application originated when errors were identified in the existing zoning. When evaluating options to repair the zoning, discussions on consolidating the five current zones into one comprehensive zone occurred, including simplification and updates of the zoning that would allow expansion of the housing options to encourage more affordable and attainable options.

It is important to confirm that this application to consolidate, simplify and update the zoning is not based on an increase in density. The final density of the Stonebridge project will be limited based on available infrastructure, primarily domestic water, therefore updates included in this application, including reductions in minimum lot sizes do not equate to increases in density.

The Stonebridge project is unique in many ways, the density and uses greatly expand the Mill Bay community with homes across the economic and tenure spectrums, as well as provide new commercial services and opportunities, all while not impacting existing adjacent residential areas like traditional infill development.

The proposed consolidated and updated zone for Stonebridge includes many benefits and opportunities, please find a few key points below;

- There is no change in the permitted uses for the residential components of the zoning, the housing spectrum under the consolidated zone will be expanded, including the introduction of smaller lots with homes that are focused on being functional and practical. Smaller lots with functional homes will also help provide attainable homes when first built and in the future as these homes' re-sell.
- The residential zoning has been simplified including the introduction of minimum lot width requirements in place of traditional frontage requirements. Lot width has a greater impact on the functionality of a parcel as it is calculated where the dwelling is sited on the parcel. The current Area A zoning bylaw does not have a parcel width requirement therefore this is proposed to be added.
- Multiple family units will promote an assortment of housing tenure, including affordable rental buildings sponsored by BC Housing or CMHC that address needs from families to seniors, as well as assisted living for seniors, market rental buildings, and attainable home ownership buildings.
- The proposed consolidated zone promotes integrated planning with single family, duplex, townhouses, and multi-family uses existing together and not being separated into traditional "areas" that only offer a single type of residential use.
- Site coverage, heights and setbacks have been standardized to provide maximum flexibility throughout the entire project. This standardization will help accommodate varying property grades, site conditions, housing provider requirements, housing types, roof styles and architectural features. Having standardized minimum and maximum requirements reduces unnecessary process and helps to bring housing to the market with expediency.
- Flexibility within the consolidated zone will also help Stonebridge continue to meet housing demands as needs and market factors change throughout the expected ten-to-fourteen-year buildout. As housing demands or needs change, Stonebridge, and therefore CVRD will be well positioned to meet those demands.
- The consolidated zone also incorporates the two existing commercial areas within Stonebridge, one that is best described as highway commercial on Barry Road at Deloume, and the other being the former Pioneer Square site that is being planned as village commercial. Both sites will permit a wide range of processional and commercial services, as well as expanded retail opportunities for the overall community.
- The two commercial area's zoning proposes drive thru as a permitted use. The addition of drive thru recognizes modern design requirements based on changing vehicle technologies including anti-idle features and the legislated movement towards electric vehicles. Modern design specifications will be included such as que lane requirements, landscaping and layouts that do not impede traffic flow within parking lots or on roads.

- The commitments of park dedication, riparian protection, and park amenities as currently required with existing zoning and as detailed in a registered covenant will remain and be engrained within the new consolidated zone, or more appropriately within an updated amenity covenant that will be registered on the title of all Stonebridge parcels.
- One of the public amenities that will offer immense benefit to the community will be the construction of an estimated 15 kilometers of multi-functional trails, sidewalks, and pathways. These trails will be designed to accommodate pedestrians, cyclists and other non-motor vehicular forms of transportation, and these multi-functional trails will connect existing and new residential areas to the village commercial area and to other transportation opportunities including BC Transit.

One of the primary challenges of the housing crisis is the ability to bring housing to the market in a timely manner. To help address this issue we have proposed that a "Show Home Building Permit" process be integrated into the consolidated zoning, or a separate policy created. It is common with large projects like Stonebridge that a "Show Home Village" be constructed concurrently with the civil servicing of the lands, therefore allowing future residents to view and purchase homes at least six months sooner than traditional approaches. Various sample policies from other jurisdictions have been provided to CVRD for reference. While we recognize that CVRD does not have experience with a show home approach we trust that all recognize that this will help bring housing to the market as soon as possible and therefore is worth including.

The Stonebridge project provides an unmatched opportunity to create housing that is integrated and connected, practical and functional, in a community that prioritizes the natural environment and protects riparian areas, connects existing community areas with new parks and commercial services, and sets new expectations for the definition of community.

We are confident that the Stonebridge project will set new standards for both residential and commercial development in the CVRD, and after so many years of planning we look forward to working with CVRD to bring all that Stonebridge has to offer to the community starting in 2024!

Thank you for your consideration of this application and please contact the undersigned with any questions you may have.

Regards,

[redacted]

Wayne Hopkins

[redacted]

FORM_C_V21 (Charge)

VICTORIA LAND TITLE OFFICE

Dec-20-2016 17:27:20.001

CA5728036 CA5728037

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Colnmbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

John Dawson Mullin 87JXTV

Digitally signed by John Dawson Mullin 87JXTV
DN: c=CA, cn=John Dawson Mullin 87JXTV, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=87JXTV
Date: 2016.12.20 13:57:14 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

MULLIN DEMEO
Lawyers
1626 Garnet Road
Victoria BC V8P 3C8

Phone: 250-477-3327
File #: 72885/Limona/Stoneridge/JDM
Client No. 11886
(Park Covenant)

Document Fees: $143.16

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

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
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET
DUNCAN BRITISH COLUMBIA
V9L 1N8 CANADA

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(s)

JOHN D. MULLIN
Barrister & Solicitor
1626 Garnet Road
Victoria, BC V8P 3C8

Execution Date		
Y	M	D
16	12	06

Transferor(s) Signature(s)

0927020 B.C. LTD. by its authorized signatory(ies):

Name: Mike Baier

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 Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Shannon Carlow Commissioner for Taking Affidavits in British Columbia Commission 2015-0836 Cowichan Valley Regional District 175 Ingram Street Duncan BC V9L 1N8 (as to both signatures)	16	12	16	COWICHAN VALLEY REGIONAL DISTRICT by its authorized signatory (ies): Name: Jon Lefebure, Chairperson Name: Joseph E. Barry, Corporate Secretary
David B. Pope Barrister & Solicitor PO Box 83 Mill Bay, BC VOR 2P0 250-743 3245	16	12	07	(AS TO PRIORITY) STEPHEN HOWARD GARNETT, EXECUTOR OF THE WILL OF GRANT MAKEPEACE GARNETT, DECEASED, SEE FB419709
David B. Pope Barrister & Solicitor PO Box 83 Mill Bay, BC VOR 2P0 250-743 3245	16	12	07	(AS TO PRIORITY) DAVID GREGORY GARNETT, EXECUTOR OF THE WILL OF GRANT MAKEPEACE GARNETT, DECEASED, SEE FB419709

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(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
GERRY M. LAARAKKER Barrister & Solicitor Gerry M. Laarakker Law Corp. Unit 1, 4205 - 27th Street Vernon, BC V1T 4Y3	16	12	06	(AS TO PRIORITY) MURRAY CRAIG GARNETT, EXECUTOR OF THE WILL OF GRANT MAKEPEACE GARNETT, DECEASED, SEE FB419709

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(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
David B. Pope Barrister & Solicitor PO Box 83 Mill Bay, BC VOR 2P0 250-743 3245	16	12	07	(AS TO PRIORITY) LOIS BERYL GARNETT

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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-533-601 **LOT B SECTION 3 RANGE 8 SHAWNIGAN DISTRICT PLAN EPP49270**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

009-497-803 **SECTION 3 RANGE 8 SHAWNIGAN DISTRICT EXCEPT PARCEL A (DD43570I); PARCEL B (DD45704I); PARCEL C (DD91923I) AND EXCEPT THOSE PARTS IN PLANS 4171, 8239, 9554, 34171, 51404, VIP69873, VIP77020, EPP18211 AND EPP49270**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument, except page 19, paragraph 45

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting this Covenant with one registration number less than this priority agreement priority over Mortgage CA3612491 and Assignment of Rents CA3612492 Page 19, paragraph 45

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

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 INSTRUMENT FORM.

5. TRANSFEROR(S):

0927020 B.C. LTD., INC. NO. BC0927020
(as to Statutory Right of Way)

STEPHEN HOWARD GARNETT, DAVID GREGORY GARNETT, MURRAY CRAIG GARNETT
EXECUTOR OF THE WILL OF GRANT MAKEPEACE GARNETT, DECEASED, SEE FB419709,
AS TO AN UNDIVIDED 70/100 INTEREST
and
LOIS BERYL GARNETT, AS TO AN UNDIVIDED 30/100 INTEREST
(as to Priority)

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

A. The Transferor is the registered owner in fee-simple of those lands and premises located within the Cowichan Valley Regional District, in the Province of British Columbia, more particularly described as:

PID 029-533-601
Lot B Section 3 Range 8 Shawnigan District Plan EPP49270

PID 009-497-803
Section 3 Range 8 Shawnigan District Except Parcel A (DD 43570I); Parcel B (DD 45704I); Parcel C (DD 91923I) and Except Those Parts in Plans 4171, 8239, 9554, 34171, 51404, VIP69873, VIP77020, EPP18211 and EPP49270

(collectively, the "**Lands**")

B. The Transferee is the Cowichan Valley Regional District (hereafter referred to as the "**CVRD**");

C. The Transferor has applied to amend the South Cowichan Official Community Plan Bylaw No. 3510 (the "**OCP**") as it applies to the Lands, under the terms of CVRD Bylaw No. 4007 – South Cowichan Official Community Plan Amendment Bylaw (Stonebridge North), 2016, and to rezone the Lands under the provisions of Cowichan Valley Regional District Bylaw No. 4008 – South Cowichan Zoning Amendment Bylaw (Stonebridge CD Zone Amendments), 2016 (the "**Zoning Amendment Bylaw**").

D. The Zoning Amendment Bylaw includes provisions under section 482 of the *Local Government Act*, S.B.C. 2015 c. 1, under which the density of development on that portion of the Lands in the CD-9B Zone (as that Zone is defined in the Zoning Bylaw) may be increased on the condition that certain amenities are provided.

E. The Transferor and the CVRD wish to enter into this Agreement to better define the timing and conditions for the provision of amenities to permit the increased density of development of that part of the Lands in the CD-9B Zone.

F. The Transferor has also offered on a voluntary basis to provide the CVRD with certain other amenities, over and above the amenities referred to in Recital D, including additional land for park purposes, park improvements including a tot lot, Trails, and improvements to the Stone Bridge for the benefit of the surrounding community.

G. The Transferor has, in accordance with Schedule A, Appendix A, Policy 7.3 of the OCP, provided a community facility lot by donating 1.0 hectares of land to the Government of Canada for a new Royal Canadian Mounted Police station.

H. The Transferor acknowledges that it is in the public interest that the development and

use of the Lands be limited and wishes to grant this covenant to the CVRD;

D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, and:
- that land is to be built on in accordance with the covenant;
- that land is not to be built on or subdivided except in accordance with the covenant;
- that land is not to be used, built on or subdivided;
- that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state;

may be granted in favour of the CVRD and may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE ($1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the CVRD (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

Part A – Definitions and Interpretation

1. In this Agreement the following words have the following meanings:

"**Bylaw Amenities**" means the following amenities, as referred to in Section 11.9B.5e of the Zoning Bylaw, that are required to be provided in order to increase the density of development of the Lands within the CD-9B Zone:

(a) the donation of two lots created by subdivision of the Lands within the CD-9B Zone, each of which is suitable for the construction of one (1) duplex, to an affordable housing provider that is acceptable to the CVRD;

(b) the financial contribution of Three Hundred Thousand ($300.000.00) Dollars to the Electoral Area A Community Parks Capital Reserve Fund; and

(c) the transfer to the CVRD of the fee simple interest in all Riparian Areas for park and conservation purposes;

"**CVRD Parks and Trails Standards and Specifications**" means the standards and specifications for Type I and Type II Trails utilized by the CVRD Parks and Trails Division in the development and construction of parks, trails and similar amenities, as amended or replaced and in effect on the date that this s. 219 covenant is registered at the Land Title Office;

"**Dwelling Unit**" and "**Duplex**" have the same meaning as under the Zoning Bylaw;

"**Multi-Use Stonebridge Trail**" means that trail shown outlined on the Park Area and Amenity Plan labeled "Multi-Use Stonebridge Trail" built to the CVRD Parks and Trails Standards and Specifications for a Type I Trail by the Transferor in accordance with this Agreement, which will form a part of the CVRD's recreational trail system, and which

starts at the end of Barry Road on the north side of Shawnigan Creek and travels across Shawnigan Creek via the Stone Bridge, where it joins with Barry Road on the south side of Shawnigan Creek, the general location of which is shown outlined and labeled "Multi-Use Stonebridge Trail" on the Park Area and Amenity Plan;

"**Park Area and Amenity Plan**" means the plan showing the Transferor's proposed subdivision and development of the Lands, and the approximate location of lands and park amenities to be provided by the Transferor under this Agreement, attached as Schedule "A";

"**Park Areas**" means, collectively, those parts of the Lands comprising the:

(a) Tot Lot Park Land;
(b) Trail Corridor Dedication Areas;
(c) Trails;
(d) Multi-Use Stonebridge Trail; and
(e) Riparian Areas

all of which are to be transferred to the CVRD in accordance with this Agreement for park or conservation purposes;

"**Phase**" means an area of the Lands that is proposed to be subdivided by a single subdivision plan;

"**Professional Engineer**" means a professional engineer licensed to practice in British Columbia;

"**Riparian Areas**" means the riparian areas of the Lands comprising approximately 7.09 hectares, more or less, adjoining Shawnigan Creek, which includes the part of the Lands that has been determined to be the streamside protection and enhancement area (SPEA) in accordance with *Riparian Areas Regulation*, B.C. Reg. 376/2004, as generally shown outlined and labelled "Riparian" on the Park Area and Amenity Plan;

"**Stone Bridge**" means the historic stone bridge situated within the Park Area that crosses Shawnigan Creek and that will be donated by the Transferor to the CVRD in accordance with this Agreement;

"**Subdivision**" means the division of land into two (2) or more legal parcels, including by plan, apt descriptive words or otherwise, and for certainty includes a subdivision of land under the *Strata Property Act* into one or more strata lots, whether a building strata or bare land strata subdivision;

"**Tot Lot Park Land**" means an area of the Lands comprising approximately 0.06 hectares, more or less, which is a corner lot in close proximity to a Trail that connects with the system of Trails in the Riparian Areas, and which will be improved as a tot lot park by the Transferor with amenities, which will include a playground, park furniture, landscaping, irrigation, and such other amenities as agreed upon by the CVRD and the Transferor and as more particularly described in sections 16 to 20 of this Agreement, and the general location of which is shown outlined and labeled "Tot Lot" on the Park

Area and Amenity Plan;

"**Trail**" or "**Trails**" means those trails on the Lands, to be constructed to the CVRD Parks and Trails Standards and Specifications for a Type II Trail by the Transferor in accordance with this Agreement, the locations of which are generally shown by the dotted lines on the Park Area and Amenity Plan, and that will form a part of the CVRD's recreational trail system; and

"**Trail Corridor Dedication Areas**" means those corridors on the Lands to be transferred to the CVRD for recreational trail purposes in accordance with this Agreement, and that will not be less than 7 metres in width.

Part B - Covenant Not to Build or Subdivide Except in Accordance With this Agreement

2. (a) The Transferor covenants and agrees with the CVRD that it shall not construct any buildings on the Lands or subdivide the Lands except in strict accordance with this Agreement.

   (b) Sections 3 through 8 of this Agreement apply to the subdivision and development of that part of the Lands in the CD-9B Zone where undertaken pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw.

A. Provision of Bylaw Amenities for Increased Density under Zoning Bylaw

3. The Transferor covenants and agrees that no later than the third or last subdivision of the Lands within the CD-9B Zone, whichever is the earlier, it shall transfer the fee simple interest in two fully serviced lots within the CD-9B Zone, each of which is suitable for the construction of one duplex, to a not-for-profit affordable housing provider that is acceptable to the CVRD.

4. The Transferor covenants and agrees that it shall:

   (a) concurrently with the first subdivision of the Lands within the CD-9B Zone, make a financial contribution of $50,000.00 to the Electoral Area A Community Parks Capital Reserve Fund;

   (b) concurrently with the second subdivision of the Lands within the CD-9B Zone, make a financial contribution of $50,000.00 to the Electoral Area A Community Parks Capital Reserve Fund;

   (c) concurrently with the third subdivision of the Lands within the CD-9 B Zone, make a financial contribution of $100,000.00 to the Electoral Area A Community Parks Capital Reserve Fund; and

   (d) currently with the fourth subdivision of the Lands within the CD-9 B Zone, make a financial contribution of $100,000.00 to the Electoral Area A Community Parks Capital Reserve Fund.

5. For certainty, the Transferor covenants and agrees that:

   (a) it shall make a total financial contribution to the Electoral Area A Community Parks Capital Reserve Fund in an amount not less than $300,000.00, regardless of the number of subdivisions the Transferor finally elects to make to the Lands within the CD-9B Zone; and

   (b) notwithstanding section 4, in the event that the Transferor makes fewer than four subdivisions to the Lands within the CD-9B Zone, the Transferor shall pay to the Regional District the entire remaining balance of the $300,000.00 financial contribution to the Electoral Area A Community Parks Capital Reserve Fund concurrently with the final subdivision of the Lands within the CD-9B Zone.

6. The Transferor covenants and agrees that it shall not subdivide the Lands unless it first transfers the fee simple interest in the Riparian Areas to the CVRD, for park and conservation purposes.

7. The Transferor shall be solely responsible for the cost of subdividing the Lands as required to create the lots that are required to be transferred under the terms of this Agreement, including the lots to be transferred to an affordable housing provider under section 3 and the transfer of the Riparian Areas to the CVRD under section 6, and for certainty the cost of subdivision includes the cost of surveying the Lands, plan preparation, the servicing of the lots referred to in section 3 with water and sewer services as well as all other services required as a condition of subdivision, and the cost of preparing and registering at the Land Title Office all required plans and transfers.

8. Each of the parcels that are required to be transferred under the terms of this Agreement, including the parcels to be transferred to an affordable housing provider under section 3 and the transfer of the Riparian Areas to the CVRD under section 6, must be transferred by the Transferor free and clear of any rights of way, covenants, easements, financial charges or encumbrances, property taxes, or other liens, charges or encumbrances of any kind, other than charges that are approved in advance and in writing by the CVRD, such approval not to be unreasonably or arbitrarily withheld.

9. For certainty, in the event that the Transferor does not provide all of the Bylaw Amenities in accordance with the requirements of this Agreement, then:

   (a) in accordance with the Zoning Bylaw, no more than fifty (50) dwelling units, excluding any secondary suites, may be constructed on the Lands that are within the CD-9B Zone; and

   (b) the Transferor shall not subdivide the Lands within the CD-9B Zone until it has, at its sole cost, first prepared and registered against title to the Lands a Statutory Right of Way in favour of the CVRD over the Riparian Areas in the form attached to this Agreement as Schedule “B” for the purpose of providing public access over the Trails that are to be developed by the Transferor in the Riparian Areas.

Part C - Park Land and Park Improvement Amenities

A. Transfer of Park Areas other than Riparian Areas

10. The Transferor shall not deposit or register a subdivision plan that subdivides the Lands into one or more parcels comprising all or a portion of a Phase unless concurrently with that subdivision the Transferor subdivides and transfers to the CVRD the fee simple interest in the portion of the Lands comprising the Park Areas that are contained within that Phase. For greater certainty, this section 10, and sections 11 through 17 of this Agreement apply to the subdivision and transfer to the CVRD of all Park Areas other than the Riparian Areas, the subdivision and transfer of which are addressed in section 6, 7 and 8 of this Agreement.

11. The Transferor shall be solely responsible for the cost of subdividing the Lands as required to create each legal parcel or parcels comprising a Park Area capable of being transferred to the CVRD, and for certainty the cost of subdivision includes the cost of surveying the Lands, plan preparation, and the cost of preparing and registering at the Land Title Office all required plans and transfers but expressly excludes any property transfer tax, or goods and services tax applicable to such transfer.

12. The final surveyed boundaries of all Park Areas as shown on a subdivision plan must be acceptable to the CVRD, such acceptance and approval not to be unreasonably withheld, and:

    (a) in the case of the portions of the Lands that must be transferred to the CVRD to accommodate the Trails, and the Multi-Use Stonebridge Trail, the width and actual layout of the Trail Corridor Dedication Areas in each case shall be determined by the CVRD, acting reasonably, at the time of subdivision based on site conditions and trail requirements, including without limitation the requirement that the Trail Corridor Dedication Areas that pass between residential lots must be in the locations generally shown outlined and labeled as “Trail Corridors” on the Park Area and Amenity Plan, and must not be less than 7 metres in width;

    (b) in the case of the Tot Lot Park Land, the location and boundaries of the Tot Lot Park Land shall be as approved by the CVRD, acting reasonably.

13. All Park Areas shall be transferred to the CVRD free and clear of any rights of way, covenants, easements, financial charges or encumbrances, overhead services, property taxes, or other liens, charges or encumbrances of any kind, other than charges that are approved in advance and in writing by the CVRD, such approval not to be unreasonably or arbitrarily withheld. Any part of the Lands required to be created by subdivision and to be transferred to the CVRD under this Agreement shall not be included within any area of the Lands that is required to be dedicated as highway or public roadway as a condition of subdivision.

14. The Transferor shall not construct or install underground services or utility works including, but not limited to, those underground services or utility works described in sections 19 and 20 on those parts of the Lands that will be transferred to the CVRD under this Agreement without first obtaining the written approval of the Manager of the

CVRD Parks and Trails Division. Without limiting the other circumstances in which the Manager of the CVRD Parks and Trails Division may withhold approval, approval may be withheld if the following conditions are not met:

(a) except as specifically provided in section 14(c), all such infrastructure is located underground;

(b) the location of the infrastructure will not affect the CVRD's ability to develop or use the Park Area for park, trail, or conservation purposes;

(c) where practical the infrastructure is or will be aligned with a Trail or the Multi-Use Stonebridge Trail, except that CVRD may require portions of the infrastructure be located approximately 40 metres west of the Stone Bridge if the CVRD Engineering Services Department determines that a pipe bridge crossing Shawnigan Creek is required; and

(d) the Transferor registers such easements or statutory rights of way as are necessary for the construction and maintenance of the infrastructure, such easements or statutory rights of way to be on terms that are to the CVRD's satisfaction in accordance with section 13 of this Agreement.

15. Except for that stormwater infrastructure specifically described in section 20(a) or that pre-existing stormwater infrastructure shown outlined and identified by the letters "SW" on the Park Area and Amenity Plan, the Transferor covenants and agrees that it will not construct any stormwater infrastructure within the Park Areas.

B. Amenities and Trail Improvements

16. The Transferor covenants and agrees that it shall construct at its sole cost and expense:

(a) improvements required for the establishment and use of the Trails and the Multi-Use Stonebridge Trail (the "**Trail Improvements**");

(b) amenities and improvements required for the establishment and use of the Tot Lot Park Land (the "**Tot Lot Amenities**");

(c) all signage which identifies the boundaries between the Park Areas and private property ("**Park Area Signage**").

17. The Transferor covenants and agrees that the Trail Improvements and Tot Lot Amenities and Park Area Signage must be constructed in accordance with this Agreement and to the satisfaction of the CVRD prior to the subdivision and transfer of the fee simple interest in the parcel or parcels comprising the Park Area in which the Trail Improvements, Tot Lot Amenities or Park Area Signage is located.

18. All Trail Improvements, Tot Lot Amenities and Park Area Signage to be constructed under this Agreement shall be designed and constructed by the Transferor to the satisfaction of the CVRD and to CVRD Parks and Trails Standards and Specifications,

Type I for the Multi-use Stonebridge Trail and Type II for all other Trails.

19. Prior to the construction of any Trail Improvements, Tot Lot Amenities, or Park Area Signage, the Transferor shall submit to the CVRD, for the CVRD's written approval, a set of drawings and specifications prepared by a qualified landscape designer, in such detail as is reasonably necessary to demonstrate that the Trail Improvements, Tot Lot Amenities and Park Area Signage will comply with the requirements of this Agreement, and that, where applicable, provide details of:

    (a) all site preparation work;

    (b) all hard surfaces;

    (c) all landscaping including grassed areas and trees;

    (d) signage;

    (e) playground equipment and park furniture where required; and

    (f) site services including water, sewer and hydro where applicable.

20. The Tot Lot Amenities must include:

    (a) potable water, irrigation, and storm drainage services at locations that are acceptable to the CVRD;

    (b) playground equipment suitable for the size of the Tot Lot Park Land and that meets the current Canadian Standards Association standards, which equipment must be approved in writing by the CVRD prior to the purchase and installation of the equipment, such approval not to be unreasonably withheld, and all playground equipment must be installed by a certified playground equipment contractor;

    (c) park furniture that meets CVRD Parks and Trails Standards or such other standard as the CVRD may, in its sole discretion, direct in substitution;

    (d) landscaping suitable for the size and use of the Tot Lot Park Land, as determined by the CVRD acting in its sole discretion; and

    (e) all other amenities and improvements that the parties agree are reasonably required or desirable for the use of the Tot Lot Park Land as a tot lot park.

21. The Transferor covenants and agrees that it shall construct, at its sole cost and expense, the Multi-Use Stonebridge Trail, and all other Trails in accordance with CVRD Parks and Trails Standards, and within the Trail Corridor Dedication Areas, or such other area of the Lands that the CVRD in its sole discretion may direct in substitution.

C. Stone Bridge

22. Concurrently with the subdivision of that part of the Lands upon which the Stone Bridge is situated, the Transferor shall transfer its interest in the Stone Bridge to the CVRD, free of all liens, charges and encumbrances, together with the portion of the Lands on which any part of the Stone Bridge is situated, that surrounds the Stone Bridge and that is reasonably required for the CVRD's use and maintenance of the Stone Bridge as part of the CVRD's recreational trail system.

23. Prior to the transfer described in section 22, the Transferor shall, at its sole expense:

    (a) retain a Professional Engineer to inspect and assess the Stone Bridge and prepare, for the CVRD's written approval, a report detailing all work and upgrades that must be completed before the Stone Bridge may be safely used by the public as a bridge for pedestrians and non-motorized vehicles, which work must include, but shall in no way be limited to, the construction of a hand-railing on both sides of the Stone Bridge;

    (b) perform all work and upgrades to the Stone Bridge in accordance with the report described in section 23.

D. No Disturbance of Land Pending Transfer to CVRD

24. Except as may be necessary to construct the Trail Improvements, Park Area Amenities and Park Area Signage required under this Agreement, the Transferor agrees that it shall not disturb or remove any soil and/or vegetation on that part of the Lands that might reasonably be expected to be transferred for park or conservation purposes under this Agreement, whether before or after the transfer of the Park Areas, including, but not limited to, any such disturbance or removal undertaken as part of any land clearing or construction activities, without the prior express written consent of the CVRD.

E. *Local Government Act* Requirements for Provision of Park Land or Payment for Parks Purposes

25. The CVRD confirms that in the event that the Transferor develops the Lands within the CD-9B Zone pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw, and transfers all of the Park Areas to the CVRD in accordance with this Agreement, the Transferor shall not be required to provide any additional park land at the time of subdivision of the Lands in accordance with section 510 of the *Local Government Act.*

26. If the Transferor does not develop the Lands within the CD-9B Zone pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw, or in any event does not transfer all of the Park Areas required to be transferred to the CVRD under this Agreement, the Transferor shall be required to provide the CVRD with sufficient park land at the time of subdivision of the Lands to meet the requirements of section 510 of the *Local Government Act*. In the circumstances described in this section 26, the parties agree that any Park Areas actually provided by the Transferor to the CVRD under this Agreement shall be counted as a credit towards the total amount

of park land required to be provided by the Transferor to the CVRD under section 510 of the *Local Government Act*.

F. General Provisions

27. The Transferor shall indemnify and save harmless the CVRD 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 CVRD or which the CVRD incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

    (a) the breach of any covenant in this Agreement;

    (b) the use of the Lands contemplated under this Agreement; and

    (c) restrictions or requirements under this Agreement.

28. The Transferor hereby releases and forever discharges the CVRD 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 CVRD for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:

    (a) the breach of any covenant in this Agreement;

    (b) the use of the Lands contemplated under this Agreement; and

    (c) restrictions or requirements under this Agreement.

29. At the Transferor's expense, the Transferor 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.

30. This Agreement is effective on the date the Zoning Bylaw is adopted by the Board of the Cowichan Valley Regional District. In the event the Zoning Bylaw is not adopted on or before the date that is six months following the registration of this Agreement in the Land Title Office, the CVRD will execute a discharge of this Agreement, the preparation and registration of which shall be at the sole cost of the Transferor.

31. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the CVRD 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 Lands as if the Agreement had not been executed and delivered by the Transferor.

32. Each party shall pay their own legal costs associated with the preparation of this Agreement. The Transferor agrees to pay all other costs associated with the final registration of this Agreement. This is a personal covenant between the parties.

33. Time is of the essence of this Agreement.

34. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.

35. It is mutually understood, acknowledged and agreed by the parties hereto that the CVRD has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.

36. The waiver by a party of any breach of this Agreement or 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, and no waiver shall be effective unless it is in writing signed by both parties.

37. 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.

38. 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.

39. The enforcement of this Agreement shall be entirely within the discretion of the CVRD and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the CVRD to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.

40. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the CVRD as a first charge against the Lands.

41. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.

42. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

43. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

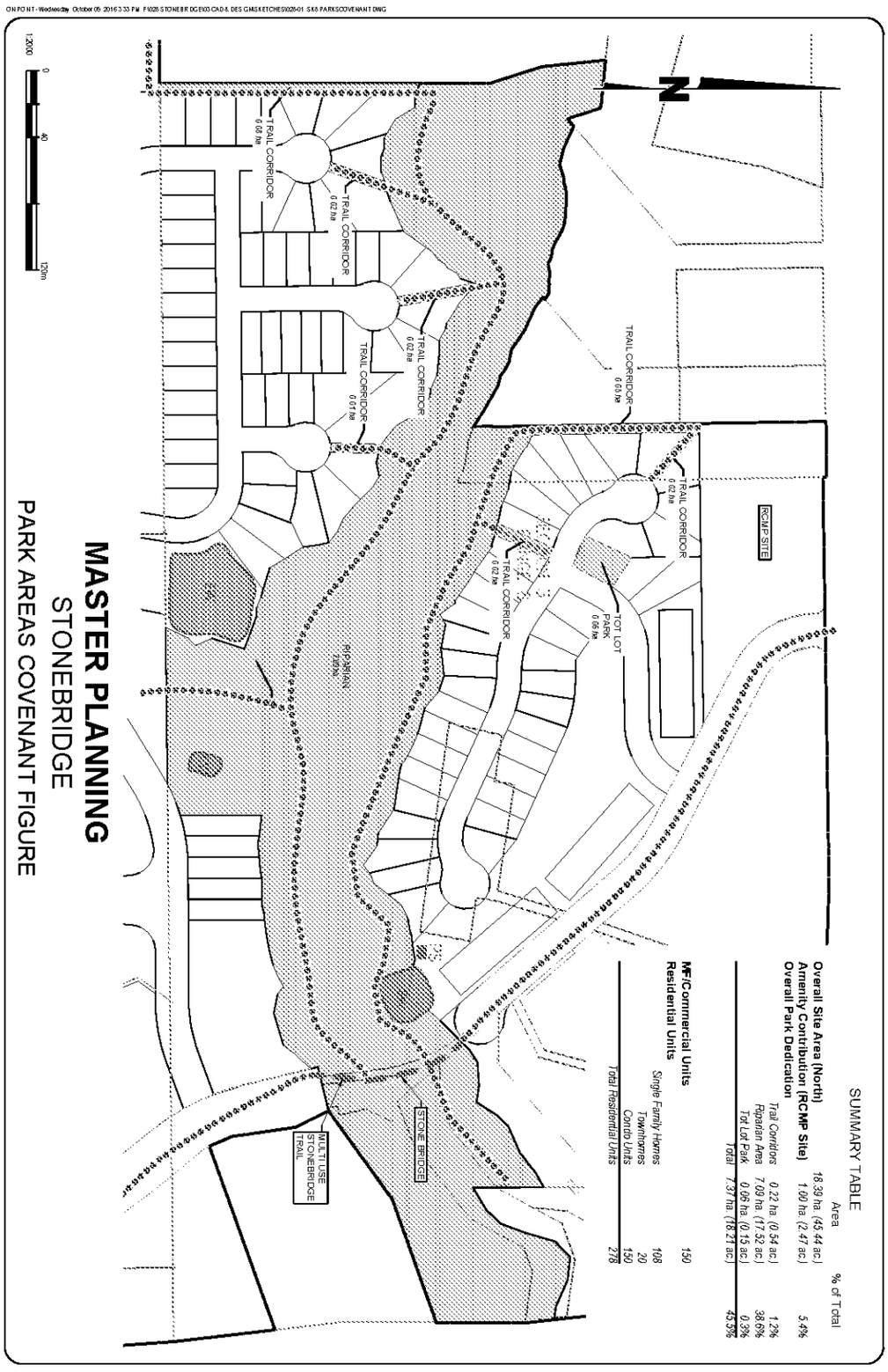
44. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

45. Stephen Howard Garnett, David Gregory Garnett, Murray Craig Garnett, Executor of the Will of Grant Makepeace Garnett, Deceased, See FB419709, as to an undivided 70/100 interest, and Lois Beryl Garnett, as to an undivided 30/100 interest (collectively, the "**Chargeholder**"), the registered holder of a charge by way of Mortgage and Assignment of Rents against the Lands and registered under numbers CA3612491 and CA3612492, respectively (collectively, the "**Charge**") in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One ($1.00) Dollar paid by the CVRD to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the CVRD, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

The Transferor and CVRD acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

Schedule "A"

Park Area and Amenity Plan



130 434 / Section 219 Covenant (Stonebridge) / Oct 31'16 / MC-dw

Schedule "B"

Statutory Right of Way