

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

Dec-15-2017 14:44:26.001

CA6517324 CA6517325

PAGE 1 OF 22 PAGES

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.

Mark Victor  
 Lewis UQBS3Z

Digitally signed by Mark  
 Victor Lewis UQBS3Z  
 Date: 2017.12.15  
 14:40:40 -08'00'

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

**BENNETT JONES LLP (Mark V. Lewis)**

Barristers and Solicitors

2200 - 1055 West Hastings Street

Vancouver

BC V6E 2E9

Phone: 604-891-5180

File No.: 57307-3

Doc No. 18964477 /

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))

**SEE SCHEDULE**

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)

Execution Date

Transferor(s) Signature(s)

MARK V. LEWIS

Barrister & Solicitor

BENNETT JONES LLP

1055 W. Hastings Street, Suite 2200

Vancouver, BC V6E 2E9

Tel: (604) 891-5180

As to Brian McMahon's signature only)

Y	M	D
17	12	13

34083 YUKON INC., by its  
 authorized signatory(ies):

Print Name: James Youngren

Print Name: Brian McMahon

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 22 PAGES

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

Y	M	D
17	12	14

Jake Martens

Commissioner for Taking Affidavits in British Columbia

600 Comox Road  
Courtenay, BC V9N 3P6  
Phone: (250) 334-6000

COMOX VALLEY REGIONAL  
DISTRICT, by its authorized signatory  
(ies):

Print Name: James Warren

Print Name: Bruce Jolliffe

(as to all signatures)

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 3 of 22 PAGES

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
JOHN R. (JACK) LA VAN

Barrister & Solicitor

1800 - 401 West Georgia Street  
Vancouver, BC V6B 5A1  
Tel: (604) 687-1323

(as to all signatures)

Y	M	D
17	12	14

\_\_\_\_\_  
BARBIERI DEVELOPMENTS LTD., by  
its authorized signatory(ies):

\_\_\_\_\_  
Print Name: Alan Long

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
JOHN R. (JACK) LA VAN

Barrister & Solicitor

1800 - 401 West Georgia Street  
Vancouver, BC V6B 5A1  
Tel: (604) 687-1323

(as to all signatures)

17	12	14
----	----	----

\_\_\_\_\_  
CLARION PROPERTY  
CORPORATION, by its authorized  
signatory(ies):

\_\_\_\_\_  
Print Name: Alan Long

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
JOHN R. (JACK) LA VAN

Barrister & Solicitor

1800 - 401 West Georgia Street  
Vancouver, BC V6B 5A1  
Tel: (604) 687-1323

(as to all signatures)

17	12	14
----	----	----

\_\_\_\_\_  
495587 B.C. LTD., by its authorized  
signatory(ies):

\_\_\_\_\_  
Print Name: Alan Long

\_\_\_\_\_  
Print Name:

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
028-731-565	LOT 2 DISTRICT LOT 28 NELSON DISTRICT PLAN EPP15507
028-330-633	LOT A DISTRICT LOT 28 NELSON DISTRICT PLAN EPP9011

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 5 OF 22 PAGES

---

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**028-731-492****LOT 1 DISTRICT LOT 154 NANAIMO DISTRICT, SECTIONS 31 AND 32  
TOWNSHIP 1 AND DISTRICT LOT 28 NELSON DISTRICT PLAN EPP15507  
EXCEPT PART IN PLAN EPP56910**

STC?

YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**028-731-531****LOT 3 DISTRICT LOT 154 NANAIMO DISTRICT, SECTION 32 TOWNSHIP 1  
AND DISTRICT LOT 28 NELSON DISTRICT PLAN EPP15507**

STC?

YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**028-731-549****LOT 4 SECTIONS 31 AND 32 TOWNSHIP 1 AND DISTRICT LOT 28 NELSON  
DISTRICT PLAN EPP15507**

STC?

YES ☐

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant herein priority over Mortgage No. CA5693120 and Assignment of Rents No. CA5693121

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**

PAGE 7 OF 22 PAGES

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):**

34083 Yukon Inc. (Registration No. A0056440) (Section 219 Covenant)

Barbieri Developments Ltd. (Incorporation No. BC0936925) as to an undivided 4250000/5000000 interest (Priority Agreement)

Clarion Property Corporation (Incorporation No. BC0217191) as to an undivided 500000/5000000 interest (Priority Agreement)

495587 B.C. Ltd. (Incorporation No. BC0495587) as to an undivided 250000/5000000 interest (Priority Agreement)

**6. TRANSFEREE(S):**

COMOX VALLEY REGIONAL DISTRICT, a regional district incorporated pursuant to the Local Government Act (British Columbia) and having offices at 600 Comox Road, Courtenay, B.C., V9N 3P6

PART 2 – TERMS OF INSTRUMENT

**MASTER DEVELOPMENT AMENDING AGREEMENT**

THIS AGREEMENT, dated for reference the 12<sup>th</sup> day of December, 2017,

BETWEEN:

**34083 YUKON INC.**, having an address at P.O. Box 160, Union Bay, B.C., V0R 3B0

(the "**Developer**")

AND:

**COMOX VALLEY REGIONAL DISTRICT**, a regional district incorporated pursuant to the Local Government Act (British Columbia) and having its offices at 600 Comox Road, Courtenay, B.C., V9N 3P6

(the "**Regional District**")

WITNESSES THAT WHEREAS:

- A. The Developer and the Regional District entered into a Master Development Agreement dated for reference April 30, 2010 (the "**MDA**"); and
- B. The Developer and the Regional District wish to amend the MDA on the terms and conditions contained herein.

NOW THEREFORE in consideration of good and valuable consideration each paid by the parties to the other (the receipt and sufficiency of which are hereby acknowledged by each party), the Developer and the Regional District covenant each with the other as follows:

- 1. Each capitalized term used but not defined herein shall have the meaning given to it in the MDA.
- 2. The MDA is hereby amended as follows:
  - (a) the word "and" at the end of Recital D is deleted;
  - (b) the period at the end of Recital E is deleted and replaced with a semi-colon;
  - (c) the following new Recitals are added:

"F. The Condition was met upon the registration of the MDA in the Land Title Office on May 28, 2010 under No. B349802;



- G. No development has taken place on the Lands as of December 1, 2017;
  - H. The Coal Hills have been removed from the Lands and are owned by the Province;
  - I. The development of the Regional Water System will not occur in the foreseeable future; and
  - J. The Parties now wish to amend and modify this Agreement on the following terms.";
- (d) the following new definitions are added as paragraphs 1.1(a.1), 1.1(d.1), 1.1 (f.1), 1.1(f.2), 1.1(u.1), 1.1(u.2), 1.1(u.3), 1.1(y.1) and 1.1(ee.1):
- "(a.1) **"Affordable Housing Contribution"** means the payment of \$250,000 by the Developer to the Regional District as set out in Paragraph 2.5 (a);
  - (d.1) **"Coal Hills"** means those lands comprising 5.30 hectares formerly part of Lot 1 District Lot 154 Nanaimo District, Sections 31 and 32 Township 1 and District Lot 28 Nelson District Plan EPP15507 and shown outlined in heavy line on Plan EPP56910 as Lot A;
  - (f.1) **"Excluded Subdivision"** means any one of the following:
    - (i) the First Subdivision;
    - (ii) a subdivision that creates the Fire Hall Site as a separate legal parcel;
    - (iii) a subdivision that creates the WTF Site as a separate legal parcel; and
    - (iv) a subdivision that creates a Park or Trail as a separate legal parcel to be transferred to the Regional District,and **"Excluded Subdivisions"** means, collectively, more than one of any of the foregoing subdivisions described in this paragraph 1.1(f.1);
  - (f.2) **"Fire Hall Site"** means that portion of the Lands comprising approximately one hectare and in the approximate location as shown on the plan attached hereto as Schedule D;
  - (u.1) **"Parks and Trails"** means the 51.3 hectare portion of the Lands shown on Schedule "A" as Park and Trail and representing 16% of the total area of the Coal Hills and the Lands that the Developer will either dedicate or transfer to the Regional District as park in accordance with paragraphs 2.5(b) and 3.1(e);

- (u.2) **"Parks and Trails (Initial)"** means that portion of the Lands comprising not less than 36.7 hectares, shown in green on Schedule "C", to be dedicated or transferred to the Regional District as park in accordance with Paragraph 2.5(b);
- (u.3) **"Parks and Trails (Remainder)"** mean that portion, or those portions, of the Lands comprising not less than 14.6 hectares, shown in orange on Schedule "C", to be transferred to or dedicated as park to the Regional District in accordance with Paragraph 3.1(e) as park;
- (y.1) **"Serviced to the Lot Line"** means the provision of all utility services, including road, water, sewer and storm, power and phone to the lot line of the lot in question;
- (ee.1) **"WTF Site"** means that portion of the Lands comprising approximately 1.62 hectares, as shown on the plan attached hereto as Schedule "E", to be used as a water treatment facility;;
- (e) paragraph 1.1(g) is amended by adding "which subdivision was fully registered on December 14, 2011" to the end thereof;
- (f) the text of paragraphs 1.1(i), 1.1(o), 1.1(p) and 1.1(t) is deleted in its entirety and each is replaced with "Intentionally Deleted;;";
- (g) paragraph 1.1(j) is amended by deleting the words "those lands and premises legally described in the Form E", changing the semi-colon at the end to a colon, and then adding the following thereafter:
  - "(i) PID: 028-731-492; Lot 1 District Lot 154 Nanaimo District, Sections 31 and 32 Township 1 and District Lot 28 Nelson District Plan EPP15507 Except Part in Plan EPP56910;
  - (ii) PID: 028-731-565; Lot 2 District Lot 28 Nelson District Plan EPP15507;
  - (iii) PID: 028-731-531; Lot 3 District 154 Nanaimo District, Section 32 Township 1 and District Lot 28 Nelson District Plan EPP15507;
  - (iv) PID: 028-731-549; Lot 4 Sections 31 and 32 Township 1 and District Lot 28 Nelson District Plan EPP15507; and
  - (v) PID: 028-330-633; Lot A District Lot 28 Nelson District Plan EPP9011;;
- (h) paragraph 1.1(m) is amended by deleting the words "any Park or Trail" and replacing them with "the Parks or Trails (Initial) and the Parks and Trails (Remainder)" after "including" and before "in the Development";
- (i) paragraph 1.1(q) is deleted in its entirety and replaced with the following:

- "(q) **"OCP"** means Bylaw No. 337, 2014 of the Regional District, being "Rural Comox Valley Official Community Plan Bylaw, 33, 2014", as amended from time to time;"
- (j) paragraph 1.1(u) is deleted in its entirety and replaced with the following:
- "(u) **"Park"** or **"Trail"** means any one or more of the Parks and Trails shown on Schedule "C";"
- (k) paragraph 1.1(w) is amended by adding the words "had intended but no longer" after "that the Regional District" and before "intends to";
- (l) paragraph 1.1(bb) is deleted and replaced with the following:
- "(bb) **"Single Family Lot"** means a lot subdivided from the Lands, zoned or designated by the Zoning Bylaw for development as single family housing, which includes bare land strata lots pursuant to the *Strata Property Act* (British Columbia);"
- (m) paragraph 1.5 is amended by adding the following to the list of Schedules contained therein:
- |               |                       |
|---------------|-----------------------|
| "Schedule "C" | Parks and Trails Plan |
| Schedule "D"  | Fire Hall Site        |
| Schedule "E"  | WTF Site";            |
- (n) paragraph 2.1 is amended by deleting the words "the First" and replacing them with the words "by way of an Excluded" after "other than" and before "Subdivision";
- (o) paragraph 2.2 is amended by deleting the words "the First" and replacing them with the words "by way of an Excluded" after "other than" and before "Subdivision";
- (p) the following is added as paragraph 2.5:
- "The Developer further covenants and agrees with the Regional District that it will:
- (a) provide the Affordable Housing Contribution to the Regional District on or before December 31, 2017. Should the Developer not provide the Affordable Housing Contribution in accordance with this section, the Regional District shall be under no obligation to take any action or issue any permit or permits in connection with the Development or the Lands;
- (b) not subdivide (other than by way of an Excluded Subdivision) or build on any portion of the Lands unless and until the Developer has dedicated or transferred title to the Parks and Trails (Initial) to the Regional District, which Parks and Trails (Initial) shall have full right of public access thereon, subject to temporary or interim restrictions and limitations, acceptable to the Regional District, acting reasonably and for safety and statutory

compliance purposes to allow the Developer to proceed with the Development; and

- (c) not apply for an occupancy permit or permit occupancy of any dwelling unit on, or to be constructed in Phase 1, or elsewhere on the Lands (other than a dwelling unit on the Single Family Lots transferred in accordance with paragraph 3.1(b)(i)) unless the Developer has constructed the Parks and Trails (Initial) in accordance with paragraph 3.1(h) and donated the six fee simple Single Family Lots in accordance with Paragraph 3.1(b)(i).";
- (q) the following is added as paragraph 2.6:

"The Developer further covenants and agrees with the District that the first phase of development of the CDA-2 portion of the Lands shall initially be comprised of approximately 80 to 120 lots in the CDA-2 portion of the Lands ("**Phase 1**"). Provided that the Developer has first complied with paragraph 3.1(b)(i), by donating the six fee simple Single Family Lots, the Developer may (i) develop Phase 1 in stages or phases and (ii) does not need to complete Phase 1 before it commences development of other portions of the Lands.";
- (r) paragraph 3.1(a) is amended by adding the words ", subject to Paragraph 2.6," after the words "that the Developer will" and before "have flexibility to change";
- (s) paragraph 3.1(b) is deleted in its entirety and replaced with the following:

"(b) donate to the Regional District for Affordable Housing:

  - (i) six (6) fee simple Single Family Lots, Serviced to the Lot Line, from the CDA-2 Lands as part of the development of Phase 1;
  - (ii) as development of the Lands proceeds, twenty four (24) additional fee simple Single Family Lots, Serviced to the Lot Line, (for a total of thirty (30) Single Family Lots). The donated fee simple Single Family Lots under this subsection must be dispersed through all of the CDAs, on a ratio of one donated fee simple Single Family Lot per each thirty (30) Single Family Lot being developed.

In return for donating each fee simple Single Family Lot as described in this Paragraph 3.1(b), the Regional District will provide the Developer with a Single Family Density Bonus.

The donated Single Family Lot or Lots donated in accordance with paragraphs 3.1(b)(i) and (ii) will be used for the purposes of constructing Affordable Housing and will be subject to the Developer's building design restrictions including a statutory building scheme, provided that such is in general accordance with the design characteristics of the remainder of the Development. Upon transfer of title of each donated Single Family Lot, the Developer will not have any remaining obligation in respect of:

- (i) the use thereof;
- (ii) the price at which they may be sold;
- (iii) whether the Regional District enters into a housing agreement with Habitat for Humanity or another non-profit agency;
- (iv) whether the Regional District, another non-profit agency elects to or does build thereon; or
- (v) whether any improvements constructed thereon comply with any provisions of the bylaws of the Regional District or any other applicable legislation or this Agreement.

The Regional District will, upon receipt of a registrable discharge of this Covenant from the Developer for a fee simple Single Family Lot or Lots donated in accordance with this paragraph 3.1(b)(i) and (ii), execute said discharge concurrently with the Developer transferring title thereto.

If a total of thirty (30) fee simple Single Family Lots have not been donated and transferred to the Regional District for any reason whatsoever prior to December 1, 2027, the Developer will transfer to the Regional District the balance of the thirty (30) fee simple Single Family Lots, Serviced to the Lot Line.

Notwithstanding the foregoing in this paragraph 3.1(b), in lieu of donating any one or more of the fee simple Single Family Lots, the Developer may elect to pay the Regional District the cash equivalent of the value of such to be donated fee simple Single Family Lot or Lots, Serviced to the Lot Line, having regard to the value of the other fee simple Single Family Lots being developed in the vicinity of the to be donated fee simple Single Family Lot or Lots. For greater certainty, the Developer may make the payment in lieu, described in this paragraph for any number of the fee simple Single Family Lots that the Developer is otherwise obligated to donate to the Regional District pursuant to this paragraph 3.1(b);";

- (t) the text of paragraphs 3.1(c), 3.1(f), 3.1(r)(ii), and 3.1(r.1) is deleted in its entirety and replaced with "Intentionally Deleted.";
- (u) paragraph 3.1(e) is deleted in its entirety and replaced with the following:
  - "(e) dedicate or transfer title to the Parks and Trails (Remainder) in accordance with the following requirements:
    - (i) the Developer shall not subdivide (other than by way of an Excluded Subdivision) or build on any portion of the CDA-1 portion of the Lands unless and until the Developer has dedicated or transferred

title to the Parks and Trails (Remainder) to the Regional District;  
and

- (ii) the Developer shall not apply for an occupancy permit or permit occupancy of any dwelling unit on, or to be constructed on the CDA-1 portion of the Lands (other than any fee simple Single Family Lots transferred in accordance with paragraph 3.1(b)(ii)) unless it has constructed the Parks and Trails (Remainder) in accordance with paragraph 3.1(h),

which Parks and Trails (Remainder) shall have full right of public access thereon, subject to temporary or interim restrictions and limitations, acceptable to the Regional District, acting reasonably and for safety and statutory compliance purposes to allow the Developer to proceed with the Development;"

- (v) paragraph 3.1(g) is amended by:

- (i) deleting the words "that Park or Trail contemplated in paragraphs 3.1(e) and 3.1(f)" in the first sentence and replacing them with "of the Parks and Trails (Initial) and the Parks and Trails (Remainder), as the case may be"; and
- (ii) adding the words "For certainty, the Parties agree that the Maintenance Obligation Commencement Date may be different for the Parks and Trails (Initial) and the Parks and Trails (Remainder)" after the last sentence;

- (w) paragraph 3.1(h) is amended by:

- (i) adding the word "thereafter" in the first sentence after "construct, improve, landscape and" and before "maintain all Parks and Trails";
- (ii) deleting the words "referred to in paragraphs 3.1(e) and 3.1(f)" in the first sentence;
- (iii) adding the words "; having regard to the design of such Parks and Trails, which shall be prepared by the Developer and submitted to the Regional District for its review and approval" after "Regional District" in the third line and before "for a period commencing"; and
- (iv) deleting the final sentence in its entirety and replacing it with the following:

"Despite the previous sentence, the Regional District acknowledges and agrees that portions of the Trails contemplated in paragraph 3.1(e) may be situated on the common property of one or more strata corporations and acknowledges and agrees that, upon creation of the common property and the strata corporations, the Developer will have no further obligation to maintain such Parks and Trails (Remainder) (except where the Developer may be a member of such strata corporations). The Developer and the

Regional District agree that motorized and mechanized vehicles, including, but not limited to, motorbikes, all-terrain vehicles and scooters (other than battery-powered scooters for those with limited mobility), will be excluded from access to the Parks and Trails except motorized and mechanized vehicles required by the Developer (and the Regional District after the completion of the Developer's maintenance obligations set out in this paragraph 3.1(h)), its contractors, subcontractors, employees, agents, servants, workmen and permittees in connection with improving, landscaping and performing maintenance for the period of the Developer's obligation to perform maintenance pursuant to this section, and golf carts and golf maintenance vehicles used for the Golf Course;"

(x) paragraph 3.1(j) is amended by:

(i) adding the words "the Fire Hall Site" in the first sentence after "donate" and before "to UBID";

(ii) deleting the following after subparagraph (ii):

"one (1) legal parcel for the purpose of the construction of a fire hall to be located within that portion of CDA-1 located west of Highway 19A, the specific location of which is acceptable to the Developer and the UBID Fire Department (or other governing body responsible for providing fire protection services to the Development).";

(iii) replacing all references to "donated fire hall lot" with "Fire Hall Site";

(iv) adding the words "of the Fire Hall Site" after "The Developer will service the" and before "to the lot line" in the first sentence after subparagraph (ii); and, at the end of that same sentence, change the semi-colon to a period; and

(v) adding the following as a new paragraph at the end thereof:

"Notwithstanding paragraphs 2.1, and 2.2 hereof, the Regional District consents to the subdivision of the Fire Hall Site from the Lands to facilitate the transfer of the Fire Hall Site to UBID. The Regional District will discharge this Agreement from the Fire Hall Site upon the Developer (1) transferring title to the Fire Hall Site to UBID and (2) registering the aforementioned section 219 covenant on title to the Fire Hall Site;"

(y) paragraph 3.1(k) is amended by deleting the words "the First" and replacing them with "by way of an Excluded" in the parentheses in the first sentence after "other than" and before "Subdivision";

(z) paragraph 3.1(m) is amended by adding the words "or in place from time to time" after "attached hereto as Schedule B";

(aa) paragraph 3.1(r) is deleted in its entirety and replaced with:

- "(r) not apply for any building permit, including residential buildings, for the Development or portion thereof, or make an application for the subdivision of the Lands (other than in respect of an Excluded Subdivision) unless and until:
- (i) the Developer has entered into an agreement with UBID for the distribution of potable water from UBID to the Development;
  - (ii) Intentionally Deleted;
  - (iii) the Developer has demonstrated to the Regional District's satisfaction, acting reasonably, that there is a sufficient source of potable water to service that portion of the Lands that is the subject of the building permit or subdivision application, as the case may be; and
  - (iv) the Developer has constructed, at its cost and expense, all infrastructure and improvements needed to service that portion of the Lands that is the subject of the building permit or subdivision application, as the case may be, with potable water, to the satisfaction of the Regional District, acting reasonably, or, in the alternative, post security in the form of an irrevocable letter of credit in lieu in an amount equal to 130% of the estimated cost to complete the construction of such infrastructure and improvements with the Regional District to secure the Developer's obligations in this paragraph 3.1(r)(iv), provided that the Regional District will not permit the occupancy of the buildings to be constructed pursuant to the building permit until actual construction of such infrastructure and improvements has been completed.

The Developer covenants and agrees to save harmless and effectually indemnify the Regional District from and against all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whosoever brought by reason of or in any way arising out of or related to the insufficient capacity to provide additional water service to the Development from UBID.

The Developer agrees that in order to minimize water use the water system for the Development will, where appropriate, utilize recognized water conservation techniques, including low water use and flush appliances, cisterns for storm drain collection, water meters and other similar techniques, to the satisfaction of the Regional District acting reasonably;

Notwithstanding paragraphs 2.1 and 2.2 hereof, the Regional District consents to the subdivision of the WTF Site from the Lands and the transfer of the WTF Site to UBID. Upon written request by either the Developer or



UBID after the Developer has completed the transfer of the WTF Site to UBID, the Regional District will execute and deliver in registrable form a discharge of this Agreement from title to the WTF Site;"

- (bb) the heading of Article 4 is replaced with "Intentionally Deleted" and the entirety of paragraphs 4.1, 4.2. and 4.3 is deleted;
- (cc) the heading of Article 5 is replaced with "Intentionally Deleted" and the entirety of paragraph 5.1 is deleted;
- (dd) the following is added as paragraph 6.8:

"6.8 The Developer covenants and agrees to reimburse the Regional District upon being requested to do so for its legal costs incurred in the drafting and negotiating this Master Development Amending Agreement.";
- (ee) Schedule "A" to the MDA is deleted in its entirety and is replaced with Schedule "A" attached hereto;
- (ff) Schedule "C" attached hereto is added to the MDA as Schedule "C";
- (gg) Schedule "D" attached hereto is added to the MDA as Schedule "D"; and
- (hh) Schedule "E" attached hereto is added to the MDA as Schedule "E".

3. This Master Development Amending Agreement will be read and construed along with the MDA and treated as a part thereof, and the MDA, as hereby amended, will continue to be in full force and effect. The Developer and the Regional District hereby confirm and ratify the MDA as hereby amended.

IN WITNESS WHEREOF, the parties have executed this Master Development Amending Agreement in Item 8 of Part 1 of this Instrument as of the date written above.

**CONSENT AND PRIORITY AGREEMENT**

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, **BARBIERI DEVELOPMENTS LTD., CLARION PROPERTY CORPORATION, 495587 B.C. Ltd.** (jointly the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Lands charged by this instrument:

**Mortgage No. CA5693120**

**Assignment of Rents: CA5693121**

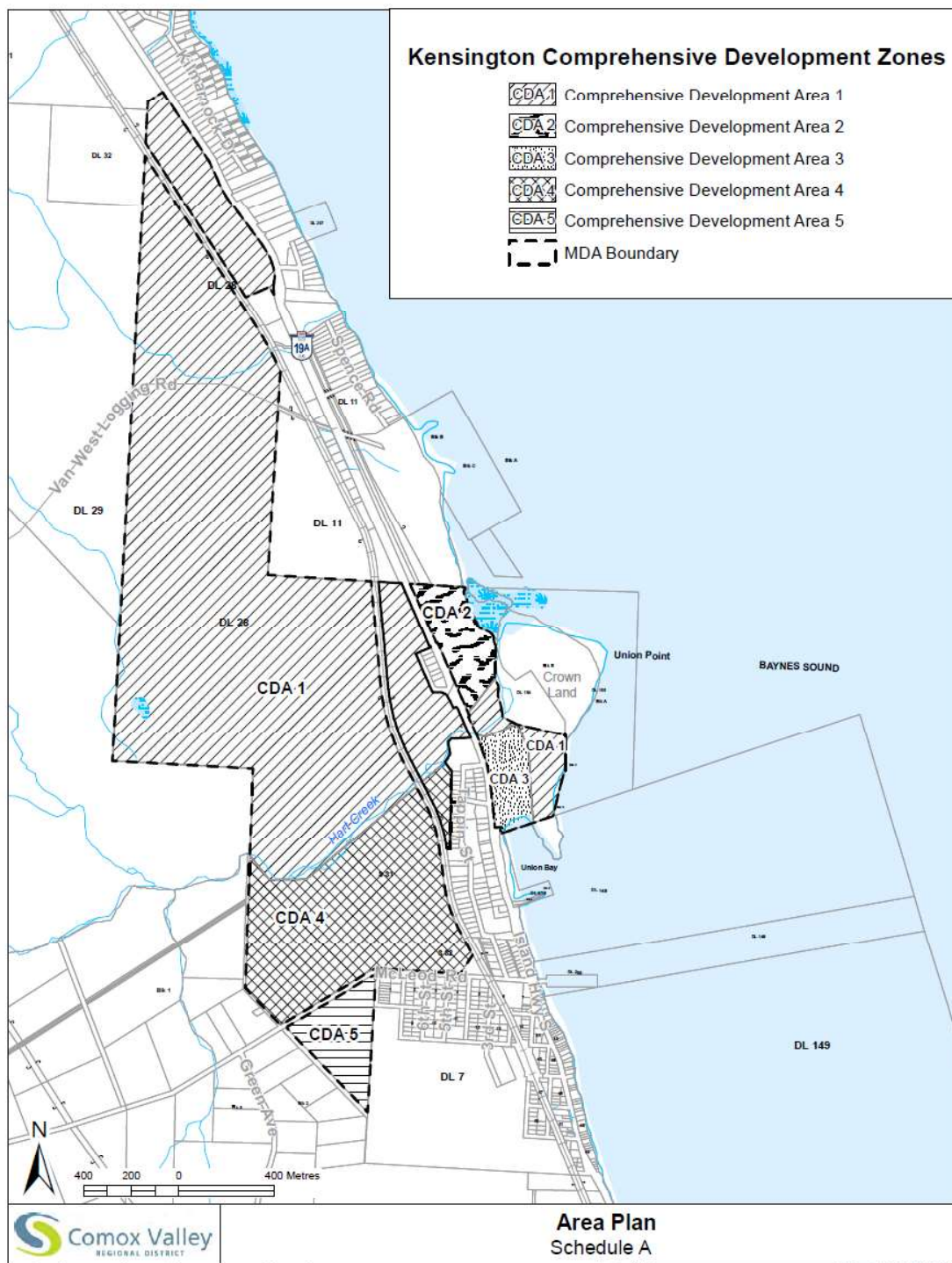
(the "**Security**")

for itself and its successors and assigns, hereby consents to the granting and registration of the within Master Development Amending Agreement/Section 219 Covenant (the "**Charge**") and grants priority to the Charge over the Security and to the Prior Charge Holder's right, title and interest in and to the Lands charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge Holder has executed the *Land Title Act* Form C or D, which is attached hereto and forms part of this Agreement.

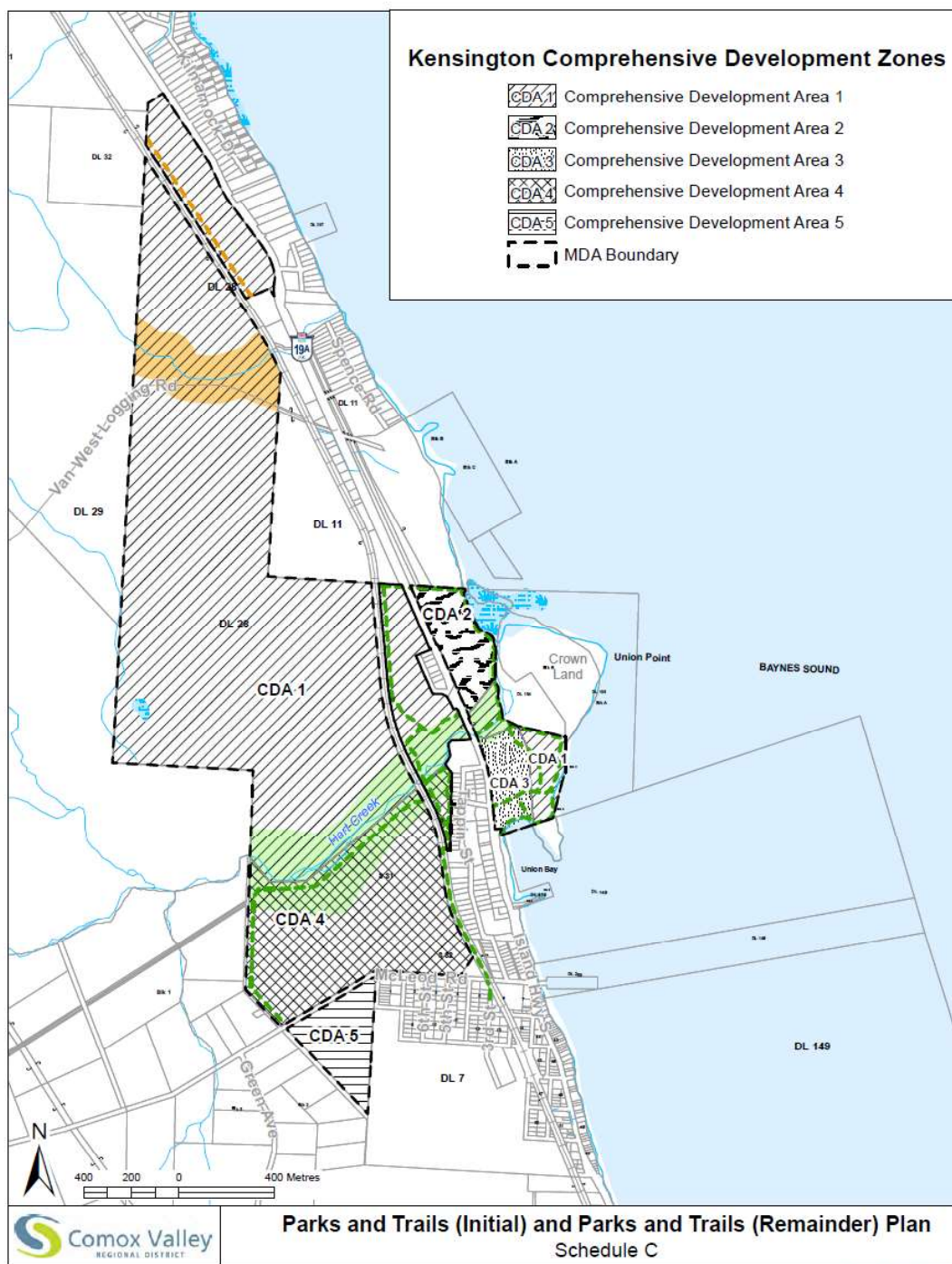
## SCHEDULE "A"

### AREA PLAN



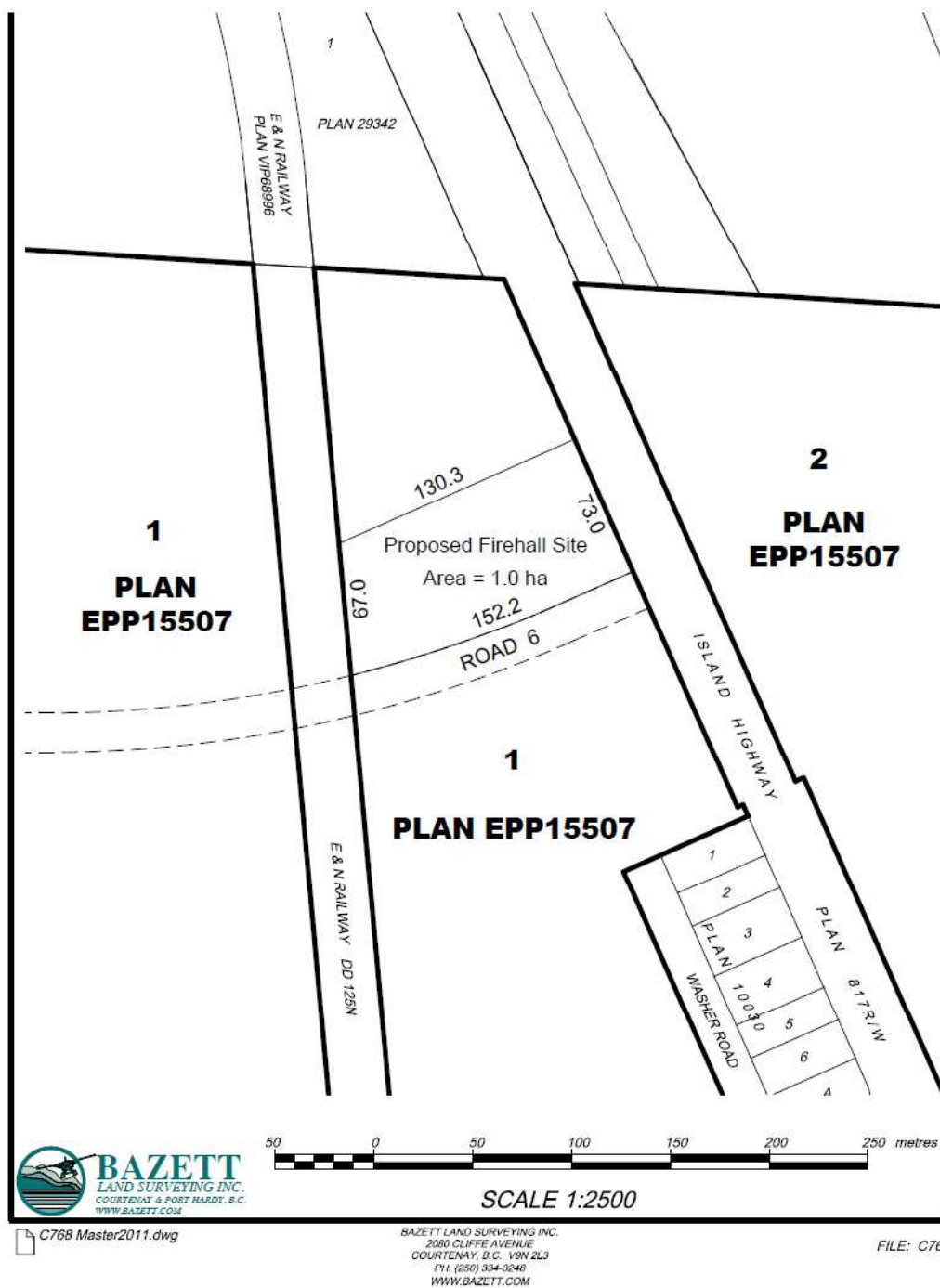
## SCHEDULE "C"

### PARKS AND TRAILS (INITIAL) and PARKS AND TRAILS (REMAINDER) PLAN



## SCHEDULE "D"

## FIRE HALL SITE



## SCHEDULE "E"

## WTF SITE

