

LAND TITLE ACT **FB349803**
FORM C

28 MAY 2010 10 59

FB349802

(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT – PART 1 (This area for Land Title Office use)

PAGE 1 of 28 page(s)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
**MARK V. LEWIS, Borden Ladner Gervais LLP, Lawyers • Patent & Trade-mark Agents, 1200 –
200 Burrard Street, Vancouver, British Columbia, V7X 1T2, 604-687-5744**

Client No. 10439 (File No. 543621/51)
Agent No.



c/o West Coast Title Search Ltd.

Signature of Solicitor – Mark V. Lewis

2C

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

10104
SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant
Priority over Mortgage
EK143884 and Assignment
of Rents EK143885 to
Covenant **FB349802**

Entire Instrument
Page 24

Transferee
Transferee

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

(a) Filed Standard Charge Terms

D.F. Number:

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

db 5/28/2010 10:59:57 AM 1 1
Charge 2 \$146.80

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

5. TRANSFEROR(S): *

34083 YUKON INC. (Inc. No. A0056440)

JAMES YOUNGREN AND KATHLEEN YOUNGREN as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS: *

NIL

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 of 28 page(s)

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

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

- 000-699-365 The Fractional North West 1/4 of the South West 1/4 of Section 32, Township 1 Nelson District, Except (A) That Part Thereof included within the Right of Way of the Esquimalt and Nanaimo Railway Company as Shown Coloured Red on Plan Deposited Under DD 121N; (B) That Part Thereof Shown Outlined in Red on Plan Deposited Under DD 15263F; (C) Those Parts in Plans 8012, 18541, 19202, 21109 and 28282; (D) Those Parts Thereof Shown Outlined in Red on Plans 583R and 1379R; (E) Parcel A (DD 67035I), Parcel B (DD 11451N) and Parcel C (DD 16864N) Thereof; (F) That Part Thereof Shown Coloured Red on Plan Deposited under DD 824 O.S., and Except Part in Plan 41633
- 004-761-120 The Fractional South West 1/4 of the North West 1/4 of Section 32, Township 1 Nelson District, Except (A) That Part In Plan 20 RW Containing 0.07 Acres More or Less; (B) That Part Shown Red on Plan in AFPB 10.59.4905C Containing 0.5 Acres More or Less; (C) That Part in the Right of Way of the Esquimalt and Nanaimo Railway Shown Red on Plan Deposited Under DD 121N; (D) Those Parts Shown in Red on Plans 520R and 1310R; (E) Those Parts in Plans 5161, 5169, 13214, 20618, 21109, 21785 and 33299; (F) That Part Thereof Bounded as Follows: On the North By Plan 520R, on the East by the Island Highway as said Highway is Shown on Plan 817 RW, on the South by That Part of Section 32, Shown Red on Plan Exhibited in AFPB 10.59.4905C and on the West by a Straight Boundary Joining the South West Corner of Plan 520R and the North West Corner of that Part of said Section 32 Shown Red on Plan in AFPB 10.59.4905C
- 006-674-666 The South East 1/4 of the North East 1/4 of Section 31, Township 1, Nelson District, Except That Part Shown Coloured Red on Plan Deposited Under DD 121N
- 006-674-763 The North East 1/4 of the South East 1/4 of Section 31, Township 1, Nelson District
- 006-641-792 That Part of the South West 1/4 of the North West 1/4 of Fractional Section 32, Township 1, Nelson District Shown outlined in Red on Plan 1310R
- 005-947-472 Lot 1, Section 32, Township 1, Nelson District, Plan 5161
- 006-671-233 Parcel A (DD 379841I), District Lot 28, Nelson District
- 006-719-139 Those Parts of District Lot 28, Nelson District included in Plan 20 RW
- 006-719-317 That Part of Section 32, Township 1, Nelson District, included in Plan 20 RW
- 006-639-194 District Lot 154, Nanaimo District
- 006-719-376 That Part of Section 27, Township 11, Nelson District, Plan 551 Containing 1.2 Acres as Shown on Plan 20 RW
- 006-739-229 That Part of the South East 1/4 of Section 27, Township 11, Nelson District, Plan 551 as Shown on DD 792I Except Those Parts in Plans 8089, 21625 and 20 RW

PART 2 – TERMS OF INSTRUMENT

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT, dated for reference the 30th day of April, 2010,

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 is the registered owner of the Lands;
- B. On December 10, 2009, the Board of Directors of the Regional District gave third reading to Bylaw No. 56 being "Rural Comox Valley Official Community Plan Bylaw, 1998, Amendment No. 35" and Bylaw No. 57 being "Comox Valley Zoning Bylaw, 2005, Amendment No. 41" in respect of the Development subject to certain requirements that were to be completed prior to final adoption or be addressed in a development agreement entered into between the Regional District and the Developer (the "**Condition**");
- C. The Developer has voluntarily agreed to satisfy the Condition and to provide the amenities, transfer to the Regional District certain portion of the Lands referred to herein, including the Parks and Trails, enter in the agreements referred to herein and install the Works defined herein which are necessary to serve the proposed development of the Lands;
- D Pursuant to section 219 of the LTA an owner of land may grant a covenant in favour of, *inter alia*, a regional district to control the use of the charged land; and
- E. The Developer desires to grant and the Regional District agrees to accept this Covenant on the terms and conditions contained herein.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the Regional District to the Developer and for other good and valuable consideration (the

receipt and sufficiency of which the Developer hereby acknowledges), the Developer and the Regional District covenant each with the other as follows:

1. INTERPRETATION

1.1 Definitions – In this Agreement, the following terms will have the following respective meanings:

- (a) **"Affordable Housing"** means housing that is affordable to low and moderate income households;
- (b) **"Approving Officer"** means the person acting as an approving officer under the LTA;
- (c) **"Area Plan"** means the plan attached hereto as Schedule A that identifies the Development CDAs and generally sets out the development areas of the Development;
- (d) **"CDA-[#]"** means, in respect of the specific numbered CDA referenced herein, that portion of the Development and the Lands as set out in the Zoning Bylaw and as labelled on the Area Plan;
- (e) **"Detailed Building Plan"** means the detailed design drawings for all multi residential and commercial buildings to be built on the Lands submitted by the Developer in conjunction with its application for a building permit for a portion of the Development;
- (f) **"Development"** means the development of the Lands permitted by the Zoning Bylaw as shown on the Area Plan, including the Golf Course, residential and commercial development and public amenities to be developed on the Lands;
- (g) **"First Subdivision"** means the first subdivision effected by the Developer after the registration of this Agreement in the Land Title Office by which the Developer consolidates and subdivides the Lands into one legal parcel for each of the five (5) CDAs;
- (h) **"Golf Course"** means, collectively, the two (2) eighteen-hole golf courses to be constructed as part of the Development in the CDA or CDAs in which golf course use is permitted under the Zoning Bylaw, including a golf clubhouse, and practice, storage and maintenance facilities;
- (i) **"Interim Statutory Right of Way"** means the statutory right(s) of way granted in favour of the Regional District on terms not inconsistent with this Agreement pursuant to Section 3.1(e);
- (j) **"Lands"** means those lands and premises legally described in the Form E;

- (k) "**LGA**" means the British Columbia Local Government Act, R.S.B.C. 1996, c. 323;
- (l) "**LTA**" means the British Columbia Land Title Act, R.S.B.C. 1996, c.250;
- (m) "**Maintenance Obligation Commencement Date**" means the date on which any particular amenity, including any Park or Trail, in the Development is substantially completed as determined by a qualified landscape architect;
- (n) "**MOTI**" means the British Columbia Ministry of Transportation and Infrastructure, or such other Provincial ministry having responsibility for the administration of provincial public highways and transportation infrastructure in British Columbia;
- (o) "**Multi-Family Density Bonus**" means a density bonus pursuant to which for Multi Family Lot(s) donated by the Developer in accordance with the terms of this Agreement and the Zoning Bylaw, the Developer is entitled to excess density to be used in CDA-2 or CDA-3 (as allocated by the Developer in its sole discretion) calculated by multiplying the permitted density (by the number of units not by square feet) on the donated Multi Family Lot by three (3) (*i.e.*, if the maximum permitted density on a donated Multi Family Lot is sixty (60) units, then the Multi Family Density Bonus in respect of such Multi Family Lot will be one hundred and eighty (180) units);
- (p) "**Multi Family Lot**" means a lot subdivided from the Lands zoned or designated by the Zoning Bylaw for development as multi-family housing;
- (q) "**OCP**" means Bylaw No. 2042 of the Regional District, being "Rural Comox Valley Official Community Plan Bylaw, 1998", as amended from time to time, including, without limitation, Amendment No. 35 thereto;
- (r) "**Off-Site Works**" means those civil and servicing infrastructure works to be constructed on lands other than the Lands in connection with the Development;
- (s) "**On-Site Works**" means those civil and servicing infrastructure works to be constructed on the Lands in connection with the Development;
- (t) "**Park**" or "**Trail**" means any one or more of the Parks and Trails;
- (u) "**Parks and Trails**" means, collectively, those portions of the Lands that the Developer will either dedicate to the Regional District as park or grant the Regional District one or more statutory rights of way for public park or trail use purposes, which Parks and Trails shall be connected to each other, all in accordance with the terms hereof, and which shall include:, subject to the 16% limitation on the Developer's obligation set out in section 3.1(e), the following:

- (i) two Trails parallel to, with one on either side of, Washer/Hart Creek through CDA-1 and CDA-4, provided that the Trails will be located below the top of the Creek banks;
 - (ii) a Park on either side of Washer/Hart Creek in CDA-1 and CDA-4 generally from the west boundaries to the east boundaries of CDA-1 and CDA-4, which includes the Trails described in the previous paragraph;
 - (iii) a generally north-south connecting Trail across CDA-1 covering the length and width of CDA-1 with access to highways, and thereafter generally south to the Park referred to in subsection (ii) immediately above;
 - (iv) a generally north-south Trail across CDA-2 covering the length and width of CDA-2 connected to the Park referred to in subsection (ii) above and the Trail referred to in subsection (v) immediately below;
 - (v) a Trail generally around the perimeter of CDA-1, east of Highway 19A; and
 - (vi) other Parks to be located in the Development;
- (v) **"Public Assembly Place"** means an outdoor area suitable for use as a place for public assembly to be constructed in that portion of CDA-1 lying west of Highway 19A or in CDA-3, which may include related improvements;
- (w) **"Regional Water System"** means the regional water system that the Regional District intends to design and construct for the purpose of supplying potable water to all the areas within the Regional District's defined water supply area, which area shall, when constructed, include, without limitation, the Lands;
- (x) **"School District"** means School District No. 71 (Comox Valley School District);
- (y) **"School Site Lot"** means a lot serviced to the lot line having a total area of not more than seven (7) acres but not less than four (4) acres and located within CDA-1 west of Highway 19A and east of the railway tracks at a location acceptable to the Regional District and the school board having responsibility for the School District, for the purpose of a public school and playfield;
- (z) **"Sewer System"** means the sewer system wholly situate within the Lands that will service the Lands, which system shall comprise the collection system within the Lands, the necessary pump stations, lift stations and force mains within the Lands and the infrastructure and equipment for the wastewater treatment facility located on the Lands;
- (aa) **"Single Family Density Bonus"** means a density bonus pursuant to which for every Single Family Lot donated by the Developer in accordance with the terms of this Agreement and the Zoning Bylaw, the Developer is entitled to excess

density to be used in CDA-2 or CDA-3 (as allocated by the Developer in its sole discretion) calculated by multiplying the permitted density on the donated Single Family Lot by two (2), up to a maximum of sixty (60) additional Single Family Lots;

- (bb) **"Single Family Lot"** means a lot subdivided from the Lands zoned or designated by the Zoning Bylaw for development as single family housing;
- (cc) **"Transit Exchange"** means an outdoor platform area with covered seating, lighting, and a related parking area, designed to accommodate passengers boarding or alighting from trains or buses;
- (dd) **"UBID"** means the Union Bay Improvement District, an improvement district incorporated pursuant to the LGA and having an address at P.O. Box 70, Union Bay, B.C. V0R 3B0;
- (ee) **"Village Core"** means that portion of CDA-3 on the Area Plan lying east of Highway 19A;
- (ff) **"Works"** means, collectively, the Off-Site Works and the On-Site Works; and
- (gg) **"Zoning Bylaw"** means Bylaw No. 2781 of the Regional District, being "Comox Valley Zoning Bylaw, 2005", as amended from time to time, including, without limitation, Amendment No. 41.

- 1.2 **References** - Wherever the singular or masculine is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.
- 1.3 **Construction** – The division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 1.4 **Currency** – All dollar amounts referred to in this Agreement are Canadian dollars.
- 1.5 **Schedules** – The Schedules attached hereto are hereby incorporated into this Agreement and form a part hereof. All terms defined in this Agreement will have the same meaning in such Schedules. The Schedules to this Agreement are as follows:

Schedule A	Area Plan
Schedule B	Current Dark Sky Policy

2. COVENANTS

- 2.1 The Developer hereby covenants and agrees with the Regional District that the Lands will not be subdivided (other than the First Subdivision) or built on except in accordance with this Covenant and it will not use or develop the Lands except in accordance with the terms and conditions contained in this Covenant.

- 2.2 The Developer further covenants and agrees with the Regional District that it will not subdivide (other than the First Subdivision) or build on any portion of the Lands until the Developer has for that portion of the Lands being subdivided or developed, delivered to and approved by the Regional District detailed drawings, generally consistent with the Area Plan of:
- (a) the amenities to be provided;
 - (b) the On-Site Works to be constructed; and
 - (c) the improvements to be constructed on that portion of the Lands.
- 2.3 The Developer will not build any multiple family residential or commercial development on the Lands or any portion thereof until such time as a Detailed Building Plan for that portion of the Development that is the subject of the building permit application is approved by the Chief Administrative Officer of the Regional District or as he/she may delegate.
- 2.4 The Developer warrants that it has not entered into any off-title agreement with a third party that would bind the Regional District in any way and will not enter into any such agreement without the prior approval of the Regional District.

3. DEVELOPER'S COVENANTS

- 3.1 Without limiting the generality of Section 2, the Developer hereby covenants and agrees with the Regional District that in constructing and developing the Development, the Developer will:
- (a) develop the Lands in general compliance with the Area Plan, including the location of Parks and Trails. Provided that all other provisions of this covenant and the Area Plan are complied with, the Regional District agrees that the Lands may be developed in phases and that the Developer will have flexibility to change its order of phasing;
 - (b) donate, commencing in 2014 and upon request, to Habitat for Humanity or another non-profit agency up to two (2) Single Family Lots per year, to a maximum of thirty (30) lots, in that portion of CDA-1 located to the west of Highway 19A, CDA-4 or CDA-5. The donated Single Family Lots must be dispersed through these CDAs. In return for donating each Single Family Lot, additional density of two (2) Single Family Lots shall be added to CDA-2 or CDA-3 in accordance with the Zoning Bylaw. The Developer may donate the Single Family Lots until the Developer has no remaining Single Family Lots available to donate from that portion of CDA-1 located to the west of Highway, CDA-4 or CDA-5. The Developer will service each donated Single Family Lot to the lot line. The donated Single Family Lot or Lots 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 Habitat for Humanity or 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 the Single Family Lot or Lots transferred in accordance with this Section, execute said discharge concurrently with the Developer transferring title thereto.

If, within fifteen (15) years from the date of this Agreement, a total of thirty (30) Single Family Lots have not been transferred to Habitat for Humanity or other non-profit agency for any reason, the Developer will transfer to the Regional District the balance of the thirty (30) Single Family Lots not transferred to Habitat for Humanity or other non-profit agency.

In terms satisfactory to the Regional District, a covenant/housing agreement will be entered into between the Regional District and Habitat for Humanity or another non-profit agency, charging the title of the donated Single Family Lot or Lots to ensure that the donated Single Family Lot or Lots provide for only Affordable Housing;

- (c) donate, within five (5) years from the date of this Agreement and upon request, to Habitat for Humanity or another non-profit agency or such other group or entity approved in writing by the Regional District (or if no request is made, to the Regional District), not more than two (2) Multi Family Lots that, pursuant to the Zoning Bylaw, would permit a minimum of one hundred and twenty (120) Multi Family units and a maximum of one hundred and thirty-five (135) Multi Family units in CDA-4 or CDA-5. In return for donating the Multi Family Lot(s), density equivalent to three (3) times the density permitted under the Zoning Bylaw for the donated Multi Family Lot(s) shall be added to CDA-2 or CDA-3. The additional density in CDA-2 and CDA-3 can be located at the sole discretion of the Developer. The Developer will service the donated Multi Family Lot or Lots to the lot line. The donated Multi Family Lot or Lots 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 to the Multi Family Lot or Lots, the Developer will not have any remaining obligation or responsibility in respect of:

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

In terms satisfactory to the Regional District, a covenant/housing agreement will be registered between the Regional District and Habitat for Humanity or another non-profit agency charging the title to the land of the donated Multi Family Lot or Lots to ensure that the donated Multi Family Lot or Lots provide for only Affordable Housing.

The Regional District will, upon receipt of a registrable discharge of this Covenant from the Developer for the Multi Family Lot or Lots transferred in accordance with this section, execute said discharge concurrently with the Developer transferring title thereto;

- (d) develop the Lands in an environmentally sensitive manner in accordance with the principles, guidelines and objectives set out in:
 - (i) *Land Development Guidelines for the Protection of Aquatic Habitat* (Fisheries and Oceans Canada and British Columbia Ministry of Environment, Land & Parks, 1992);
 - (ii) *Environmental Best Management Practices for Urban and Rural Land Development in British Columbia* (British Columbia Ministry of Water, Land and Air Protection, 2004); and
 - (iii) *Fish Protection Act, Riparian Areas Regulation*, B.C. Reg. 376/2004.

The Developer will pay particular attention to all Blue and Red List ecological communities, indigenous species and subspecies in British Columbia identified by the British Columbia Ministry of Environment;

- (e) construct and transfer title or grant by statutory right of way pursuant to section 218 of the LTA 16% of the total area of the Lands (excluding that portion of the Lands to be used for the Golf Course) for Parks and Trails, with full right of

public access thereon, subject to temporary or interim restrictions and limitations, acceptable to the Regional District, acting reasonably, for safety and statutory compliance purposes to allow the Developer to proceed with the Development. Notwithstanding the foregoing sentence, 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, 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. . The actual locations of all Parks and Trails, to be transferred or statutory rights of way to be granted by the Developer to the Regional District for each CDA, will be specified, to the satisfaction of the Regional District, prior to subdivision approval (other than in respect of the First Subdivision) or issuance of any development permit in each CDA for which subdivision approval or issuance of a development permit is being sought and shall, in aggregate on a CDA by CDA basis, not be less than five (5%) percent of the total area of the applicable CDA. For each CDA, the Parks and Trails therein will be dedicated or granted by statutory right of way prior to the issuance of the first building permit being issued for any residential development within that CDA, Despite the previous two sentences, where the Developer and the Regional District have not settled the specific locations of any Park or Trail to be located in an area of a CDA that is outside the area that is the subject matter of the building permit, the Developer may grant, in lieu of dedication, one or more Interim Statutory Rights of Way, (prepared either with reference to a survey plan or on a blanket basis). In such case, the dedication or granting of the specific statutory right way of that Park and Trail shall occur before the issuance of a building permit for any other area of the applicable CDA being developed;

- (f) despite paragraph 3.1(e), construct and transfer title or grant by statutory right of way pursuant to section 218 of the LTA, as the case may be, at least two-thirds of the land for the Parks and Trails within ten (10) years of the issuance of the first occupancy permit in the Development. For greater certainty, to meet this two-thirds requirement, the Developer may need to convert one or more of the Interim Statutory Rights of Way to final dedication or grant of statutory right of way within the time specified herein. Should the Developer fail to comply with the terms of this paragraph 3.1(f), the Regional District shall be under no obligation to issue any further approvals or permits in connection with the Development until such time as the Developer so complies;
- (g) commencing on the Maintenance Obligation Commencement Date, provide annual security in a form and in an amount acceptable to the Regional District and assume responsibility for the maintenance of that Park or Trail contemplated in paragraphs 3.1(e) and 3.1(f) for a period ending on the earlier of (i) the fifteenth (15th) anniversary of the Maintenance Obligation Commencement Date and (ii)

one (1) clear calendar month after the date on which the Developer transfers title to a third party of the last residential unit in the Development, after which period the Regional District will assume such responsibility. The Regional District may draw down on the annual security and perform the obligations of the Developer, should the Developer fail to meet its maintenance obligations;

- (h) construct, improve, landscape and maintain all Parks and Trails referred to in paragraphs 3.1(e) and 3.1(f) in substantial compliance with the Area Plan and to the satisfaction of the Regional District for a period commencing on the Maintenance Obligation Commencement Date and ending on the earlier of (i) the fifteenth (15th) anniversary of the Maintenance Obligation Commencement Date and (ii) one (1) clear calendar month after the date on which the Developer transfers title to a third party of the last residential unit in the Development. For greater certainty, the Regional District agrees that the Developer's maintenance obligations pursuant to paragraph 3.1(g) and paragraph 3.1(h) shall include the removal of fallen trees which are obstructing Parks and Trails or are in open green space but shall not include the removal of fallen trees within areas that are to be left in their natural state unless the Regional District determines that the fallen trees create a fire or safety hazard and must either be removed or other measures taken to reduce or eliminate the hazard. The Developer's performance of the maintenance of any Park or Trail, or the Parks and Trails, will be the exclusive responsibility of the Developer during the maintenance obligation period set out in this paragraph 3.1(h), after which period the Regional District will assume the responsibility for maintenance of the Parks and Trails. Despite the previous sentence, the Regional District acknowledges and agrees that portions of the Parks and Trails contemplated in paragraphs 3.1(e) and 3.1(f) will 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 (except where the Developer may be a member of such strata corporations);
- (i) construct the Public Assembly Place no later than five (5) years after the completion of the construction of the first residential unit in CDA-3. The Developer will improve, landscape and maintain the Public Assembly Place for a period of fifteen (15) years commencing after the completion of the Public Assembly Place;
- (j) donate to the UBID (or other governing body responsible for providing fire protection services to the Development) on the later of:
 - (i) the date that is one (1) year of being requested to do so by the UBID (or other governing body responsible for providing fire protection services to the Development); and
 - (ii) the issuance of the first occupancy permit in that portion of CDA-1 located west of Highway 19A,

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). The Developer will service the donated fire hall lot to the lot line. The Developer will enter into a covenant under section 219 of the LTA in favour of the Regional District restricting the use of the donated fire hall lot to emergency services uses only, as that term is defined in the Zoning Bylaw. Upon the transfer of title of the donated fire hall lot to the UBID (or other governing body responsible for providing fire protection services to the Development), the Developer will have no further obligations in respect thereof;

- (k) at the option of the School District, either pay the school site acquisition charge, as defined in the LGA, upon obtaining the first subdivision approval (other than the First Subdivision) or, in lieu of payment, transfer the School Site Lot to the Regional District or the board of education of the School District. For greater certainty, the Developer will have no obligation to construct any buildings or improvements in connection with the School Site Lot for or on behalf of either the Regional District or the school board having responsibility for the School District. When the Developer pays the amount of the school site acquisition charge applicable or transfers the School Site Lot, then upon such payment or transfer the Regional District agrees that the Developer will have satisfied its obligation as set out in this paragraph and the requirements of the LGA;
- (l) at the option of MOTI and at a time determined by MOTI, either design and construct public highways necessary for the Development as and when required by MOTI, or provide security in a form acceptable to MOTI. The Developer acknowledges that the MOTI improvements may include:
- (i) an improved intersection where Highway 19A intersects with the main road access entrance to the Development; and
 - (ii) at least three (3) upgraded intersections at the following locations:
 - A. Highway 19A and Argyle Road;
 - B. the vicinity of Russell and Jones Streets and Highway 19A; and
 - C. 'Road #6' and Highway 19A,or at such other specific locations determined by MOTI.

Should the Developer fail to comply with the terms of this paragraph, the Regional District shall be under no obligation to issue any further approvals or permits in connection with the Development until such time as the Developer so complies;

- (m) in constructing the Development, comply with the Regional District's dark sky policy, effective date December 13, 2007, a copy of which is attached hereto as Schedule B;
- (n) comply with the applicable standards for the construction of public roads approved from time to time by MOTI and the Regional District;
- (o) as a condition of the Regional District issuing to the Developer the first building permit to construct residential housing on the Lands, deliver to the Regional District \$10,000.00 to be used only for the construction of bus shelters;
- (p) make annual contributions to the Regional District's transit program in the amount of \$5,000.00 each year, commencing three (3) years after occupancy of the first residential unit in the Development for a total period of five (5) years, for the total cumulative amount of \$25,000.00;
- (q) not use any part of the Lands for the crushing or processing of sand, gravel or other aggregate material except as needed for the Development. Such sand, gravel or other aggregate may not be removed from the Lands, except as necessary for the Developer to carry out the Development (provided that the Developer shall not engage in the commercial processing of sand, gravel or other aggregate material on the Lands or sell gravel from the Lands, without the prior written consent of the Regional District, which consent will be given where removal of the sand, gravel or other aggregate materials cannot be stockpiled on the Lands));
- (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 the First Subdivision) unless and until:
 - (i) the Developer has entered into an agreement with the UBID for the distribution of potable water from UBID to the Development;
 - (ii) the Regional District has, acting reasonably, approved of the agreement between the Developer and the UBID described in paragraph 3.1(r)(i);
 - (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, from either the UBID or the Regional District's water supply system; 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 (whether from the UBID or the Regional Water System), 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 will obtain potable water to service the Development from the UBID until such time as the Regional Water System is fully operational and the Regional District is able to service the Development with potable water from the Regional Water System. Upon the Regional District duly adopting a bylaw authorizing the Regional District to levy development cost charges for the purposes of the Regional Water System, the Developer agrees to pay the development cost charges levied by bylaw of the Regional District in connection with the supply (but not the distribution) of water to the Development from the Regional Water System in respect of building permit applications and applications for subdivision for the Development made after the adoption of such development cost charge bylaw by the Regional District, provided always that the Developer may set off and the Regional District will recognize as a credit against any such development cost charges the sum of the Developer's actual out of pocket costs and expenses incurred by the Developer to construct, add to, improve or create that portion of the infrastructure of the UBID water supply system that will form part of the Regional Water System.

The Regional District acknowledges and agrees that, for so long as the UBID is responsible for the distribution of water to the Lands, the Regional District will not levy any development cost charges in respect of the Development or the Lands in connection with the distribution of water.

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 the Union Bay Improvement District. Despite the previous sentence, should the Regional Water System be implemented and should the Regional District permit new development outside of the existing UBID boundaries and the Lands to use water drawn from Langley Lake that significantly impacts on the draw of water from Langley Lake, the obligations on the Developer set out herein shall no longer be of force and effect.

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;

- (r.1) not apply for any building permit in respect of residential buildings in the Development or make an application for subdivision for the Lands (other than in respect of the First Subdivision) unless and until the boundaries of the Union Bay Improvement District have been expanded to include all of the Lands and an agreement has been entered into between the Regional District and UBID to transfer the Langley Lakes water supply assets, including that the Langley Lakes water licenses;
- (s) design, construct and maintain the Sewer System as follows:
- (i) except as set out in subparagraphs 3.1(s)(ii) and (iv) below, the Developer is responsible for all costs for the design and construction of the Sewer System;
 - (ii) without limiting the generality of the foregoing of paragraph 3.1(s)(i), the Developer is responsible for all costs in connection with the provision of the land within the Development for the Sewer System, the cost of over-sizing the force main within the Lands to accommodate sewage flow from outside of the Lands and the Sewer System infrastructure for a wastewater treatment facility. The Regional District shall be responsible for the incremental increase in infrastructure and carrying capacity within the Sewer System for sewage flow from outside of the Lands to the Developer's wastewater treatment facility. The Regional District shall be responsible for all costs associated with the collection and transfer of sewage flow from outside of the Lands to the Sewer System, including, without limitation, the incremental increase in infrastructure and carrying capacity within the Sewer System for sewage flow from outside of the Lands to the Developer's wastewater treatment facility. The Regional District is responsible for bearing all costs, charges and expenses in connection with any and all sewer system infrastructure and provision of any land outside the boundaries of the Lands;
 - (iii) the Sewer System infrastructure located within the Lands, including force mains, shall be compatible with the Regional District's existing sewer system infrastructure, to the satisfaction of the Regional District, and shall permit the Royston and Union Bay sanitary sewer systems to be tied into the Sewer System without obligating the Developer to build, install, construct or replace any (A) sewer lines between the Developer's Sewer System lines located within the Lands and the existing sewer lines servicing Royston and Union Bay or (B) pump stations to accommodate such additional sewer lines;
 - (iv) the Developer's wastewater treatment facility will be designed to accommodate additional cells installed therein to handle the sanitary sewer flow from Royston and Union Bay if those sewer systems are subsequently tied into the Sewer System. The installation of additional cells (but not the initial design of the Developer's wastewater treatment

facility) and the tying in of the Royston and Union Bay sewer systems to the Developer's wastewater treatment facility shall be completed at no expense to the Developer;

- (v) the Sewer System shall be constructed in phases consistent with the Developer's construction of the Development as approved by the Regional District, with each phase of the Sewer System to be substantially completed prior to occupancy of the first residential unit located on that part of the Lands thereon and in that phase of the Development;
- (vi) provided a Regional District sewer service area has been established for the Lands, the Sewer System, or portion thereof, including the Developer's wastewater treatment facility, shall be transferred to the Regional District following substantial completion of the Sewer System or portion thereof and a two (2) year maintenance period, the entirety of which the Regional District will own, operate and maintain thereafter as publicly-owned infrastructure; and
- (vii) the costs and obligations associated with the two (2) year maintenance period shall be borne exclusively by the Developer and notwithstanding section 2.4 hereof the Developer may enter into an agreement with a third party to carry out the Developer's obligations associated with the two (2) year maintenance period for the Sewer System, without the consent of the Regional District;
- (t) carry out and develop the Development on the Lands in accordance with all applicable laws, including the OCP and Zoning Bylaw, and obtain development permits as required by a bylaw of the Regional District;
- (u) except as required by the Regional District or any Federal or Provincial enactment, rule or regulation, maintain all Parks and Trails and other public open space areas within the Development (which areas shall specifically exclude the Golf Course), including the Public Assembly Place, using non-organic pesticides and pest control methods in accordance with recognized best management practices for establishing chemical-based pesticide-free zones, during and until the expiry of such time that the Developer is responsible for the maintenance thereof;
- (v) adhere to a stringent program utilizing recognized environmental best management practices in connection with the construction and maintenance of the Golf Course including, without limitation, *Greening Your BC Golf Course: A Guide to Environmental Management* (Fisheries and Oceans Canada and Environment Canada; 1996). The Developer agrees to minimize the use of pesticides, herbicides, fertilizer and water usage in connection with the operation of the Golf Course and that this obligation will be made a condition of the development permit for the construction of the Golf Course;

- (w) construct the Transit Exchange in close proximity to the existing railway line near the interchange of Highway 19A and Washer Road, within five (5) years after the occupancy of the first residential unit in the Development, provided that the Regional District acknowledges and agrees that the location of the Transit Exchange will depend in part on decisions made by the MOTI and consultations with the railway company having control over the railway line. The Regional District will work with the Developer to determine an appropriate site for the Transit Exchange taking into consideration any such decisions of the MOTI and consultations with the railway company. Notwithstanding the foregoing, the Developer will not be obligated to construct the Transit Exchange unless the land on which the Transit Exchange is to be constructed has been subdivided as a separate legal parcel. The Developer will use its best commercial efforts to effect the subdivision of the legal parcel on which it is to construct the Transit Exchange. Upon completion of construction of the Transit Exchange the Developer shall transfer to the Regional District fee simple ownership of the legal parcel on which the Developer has constructed the Transit Exchange;
- (x) require the use in CDA-3 of geothermal technology or other green technologies that minimize the consumption of fossil fuels and electricity for heating and cooling purposes in all buildings in the Village Core. For all residential units outside of the Village Core, the Developer will encourage the use on a precinct basis of geothermal technology or other green technologies that minimize the consumption of fossil fuel and electricity for heating and cooling purposes;
- (y) consult with the Comox Valley Accessibility Committee and the Comox Valley Cycling Coalition in order to maximize accessibility in designing the Parks and Trails and other public open space areas and buildings that have the right of public access within the Development; and
- (z) in obtaining from MOTI a right of way permitting the Developer to construct, maintain and use an underpass under Highway 19A within the boundaries of the Lands, use its best commercial efforts to secure the right of access for the general public to use such underpass, for pedestrian purposes only, in conjunction with the Developer's own purposes which may include, without limitation, access for Golf Course users and personnel with or without golf carts or maintenance equipment. For greater certainty, the Developer will not seek to exclude public access to the underpass.

4. ACKNOWLEDGMENT OF DOCUMENTS

- 4.1 With respect to that part of the Lands of which the Developer is the registered owner and in satisfaction of section 946.2 of the LGA, the Regional District acknowledges receipt of the following:
 - (a) the Approval in Principle, issued on September 22, 2006, as a valid and subsisting approval in principle under section 53 of the British Columbia Environmental Management Act, S.B.C. 2003, c.53;

- (b) the Final Determinations, issued on November 28, 2005, under section 44 of the British Columbia Environmental Management Act, S.B.C. 2003, c.53, that the lands described therein are not a contaminated site; and
- (c) letter dated April 3, 2007 from the Director, Environmental Management Act, Environmental Protection Division, Environmental Management Branch, Land Remediation, Ministry of Environment as notice to the Regional District pursuant to section 946.2(2)(d) of the LGA that the Regional District may approve the OCP and the Zoning Bylaw.

4.2 The Regional District acknowledges receipt of the following:

- (a) a letter dated April 21, 2009 from the British Columbia Integrated Land Management Bureau ("ILMB") authorizing the Developer to act as its agent regarding the re-zoning of the following Crown land: Block B, Lot 155, Nanaimo District (being that portion of CDA-1 lying east of Highway 19A shown labelled as "Union Point" on the Area Plan); and
- (b) a letter dated November 5, 2009 from the ILMB authorizing the Developer to act as its agent regarding re-zoning of the following Crown lands: Block A and Block B of District Lot 419 and unsurveyed foreshore and/or land covered by fill being part of District Lot 149, all of Nanaimo District shown outlined in red on the sketch attached to that letter.

4.3 The Developer acknowledges and agrees with the Regional District, that the lands described in paragraphs 4.2(a) and (b) will not be developed until the Developer has either acquired fee simple ownership of those lands or the Developer has obtained authorization from ILMB (or such other entity having authority over such lands) for the Developer to develop the lands described in paragraphs 4.2(a) and (b).

5. REGIONAL WATER SYSTEM

- 5.1 The Developer agrees that the Regional Water System is in the best interests of the residents of the areas within the Regional District's defined water supply area for the Regional Water System, which areas, the Developer acknowledges, are intended to include the Lands.

6. GENERAL

- 6.1 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Regional District or the Approving Officer in the exercise of its, his or her functions under any legislation, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer and the obligations of the Developer under this Agreement shall be subject to such legislation, bylaws, orders and regulations in force from time to time.

- 6.2 The Developer covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the Regional District is entitled to all equitable remedies, including specific performance, injunctive and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Developer acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Developer under this Agreement.
- 6.3 The Developer shall give notice of this Agreement to any person, firm or corporation, to whom the Developer proposes to sell, assign, convey or otherwise dispose of the Lands or any subdivided portion thereof.
- 6.4 The covenants contained in this Agreement shall enure to the benefit of and be binding upon the Regional District and its successors and assigns and shall enure to the benefit of and be binding upon the Developer and its successors and assigns and shall run with the land and enure to the benefit of and be binding upon the Developer's successors in title and their respective heirs, executors, administrators, trustees and successors. Every reference to the Regional District and the Developer is deemed to include their successors and assigns, as the case may be.
- 6.5 The Developer covenants and agrees to save harmless and effectually indemnify the Regional District from and against:
- (a) any and 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 construction, installation, maintenance or repair of any works related to or construction of the Development, including, without limitation, any and all claims for injurious affection, whether such claims arise at law or under any statute, including, without limitation, the British Columbia Expropriation Act, R.S.B.C. 1996, c.125, and any amendments, rules or regulations thereto, or otherwise whatsoever;
 - (b) any and all expenses and costs which may be incurred by reason of, or in any way connected with the Development, including any construction, installation, maintenance or repair of anything related to the Development that results in damage to any property or injury to any person or persons;
 - (c) any and all expenses and costs which may be incurred by reason of liens for non-payment of labour materials, workers' compensation, unemployment insurance, Federal or Provincial tax, check-off or encroachments owing to mistakes in survey; and
 - (d) any and all breaches of this Covenant. The Developer is not liable for a breach of this Covenant occurring after the Developer ceases to be the owner of the Lands or such portion thereof in respect of any such breach of this Covenant.
- 6.6 If any paragraph, section, subsection, paragraph, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent

jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

- 6.7 The Developer and Regional District shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.






IN WITNESS WHEREOF the parties hereto have executed this Agreement in Item 8 of Part 1 of this Instrument as of the date first above written.

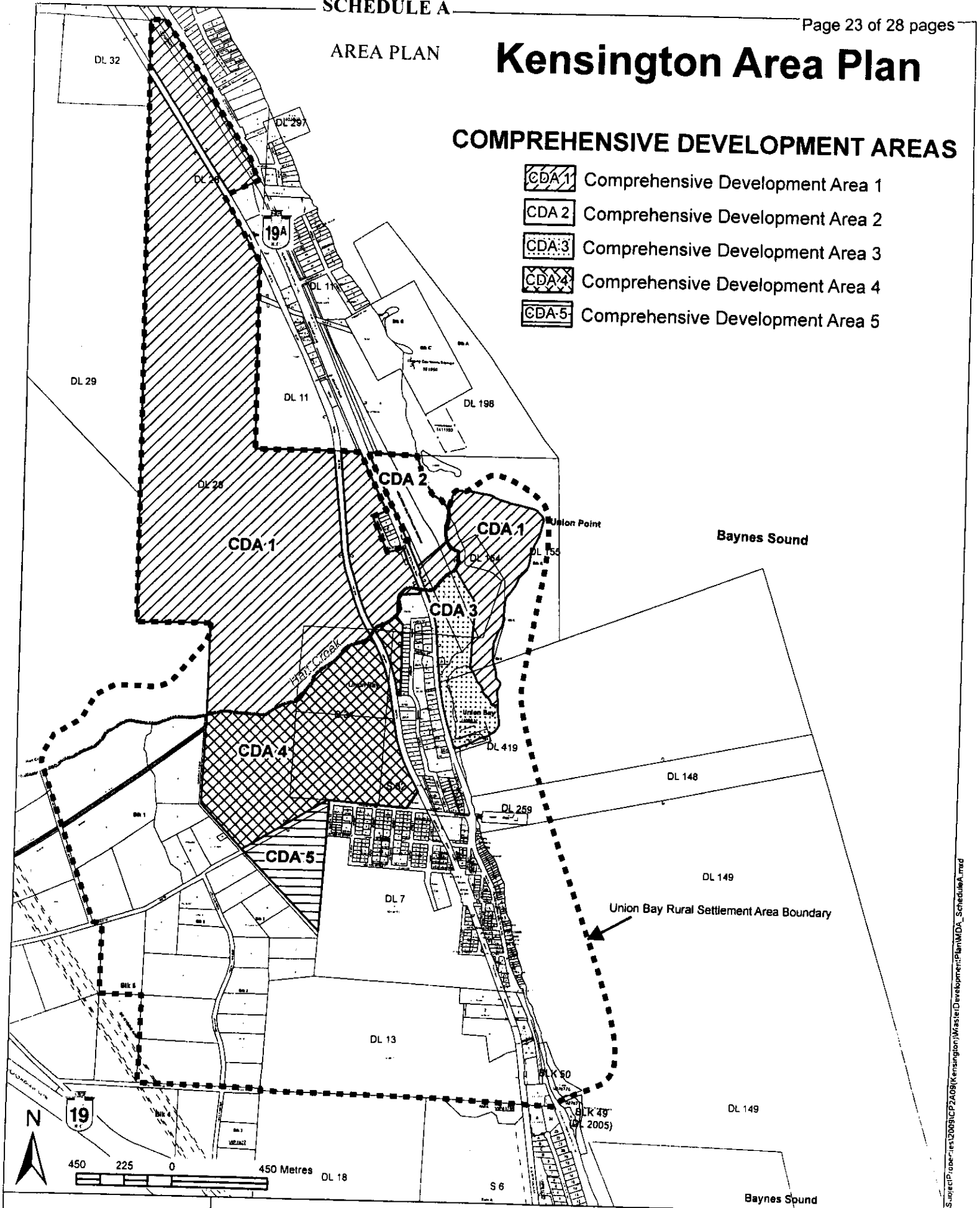
SCHEDULE A

AREA PLAN

Kensington Area Plan

COMPREHENSIVE DEVELOPMENT AREAS

-  Comprehensive Development Area 1
-  Comprehensive Development Area 2
-  Comprehensive Development Area 3
-  Comprehensive Development Area 4
-  Comprehensive Development Area 5



MDA Schedule "A"

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SCHEDULE B

Subject: DarkSky	
Category: Community Planning Services	Policy Reference: 3010-00

Purpose

1. To include a set of guidelines to be considered regarding exterior lighting for commercial, industrial, and multi-family residential unit development. These regulations include an interpretation section to define the various terms, standardize how light systems are designed, constructed and installed, and to reduce glare, light trespass and obtrusive light while conserving energy and resources. Safety, security and productivity shall be maintained and encouraged while reducing the degradation of the nighttime visual environment.

Scope

2. The scope of this policy includes the various electoral area official community plans that have a form and character development permit area for commercial, industrial or multi-unit family residential development.

Guiding Principle

3. To guide commercial, industrial and multi-family residential development to have exterior lighting that does not negatively impact the quality of life for adjacent neighbours nor create any light pollution.

Interpretation

4. The following are definitions relating to this DarkSky policy:
 - a) **Abandonment:** The relinquishment of a property, or the cessation of a use or activity by the owner or tenant for a period of six months, excluding temporary or short term interruptions for the purpose of remodeling, maintaining, or otherwise improving or rearranging a facility. A use shall be deemed abandoned when such use is suspended as evidenced by the cessation of activities or conditions that constitute the principle use of the property.
 - b) **Development project:** Any multi-family residential, commercial, industrial or mixed use subdivision plan or development plan which is submitted to the regional district for approval.
 - c) **Direct illumination:** Illumination resulting from light emitted directly from a lamp or luminaire, not light diffused through translucent signs or reflected/bounced from other surfaces such as the ground or building faces.
 - d) **Filtered light:** Light from a light source that is covered by a glass, acrylic or other cover that restricts the amount of non-visible radiation (infrared, ultraviolet) emitted by the light fixture.
 - e) **Fully shielded fixture:** An outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal as certified by the manufacturer.

- f) Glare: Harsh, uncomfortable bright light emitting from a luminaire causing reduced vision or momentary blindness when shining into one's cone of vision.
- g) Installed lighting: Attached, or fixed in place, whether or not connected to a power source.
- h) Light trespass: Exterior light fixtures shining light beyond one's property line.
- i) Multi-unit family residential: properties zoned and utilized for multi-unit family residential use.
- j) Outdoor light fixture: Outdoor electricity powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, either permanently installed or portable, which are used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and flood lights for: buildings and structures; recreational areas; parking lot lighting; landscaping and architectural lighting; billboards and other signs (advertising or other); street lighting; product display area lighting.
- k) Outdoor recreation facility: A facility used and equipped for the conduct of sports, leisure and/or entertainment.
- l) Partially shielded light fixture: An outdoor light fixture shielded in such a manner that more than zero but less than ten percent of the light emitted directly from the lamp or indirectly from the fixture is projected at angles above the horizontal, as certified by the manufacturer.
- m) Sign: Any object, device, display, structure, or part thereof, which is used to advertise, identify, display, direct or attract attention to any object, service, event or location by any means including words, letters, figures, design, symbols, fixtures, colours, illumination or projected image.
- n) Sign, indirectly lit: Any sign facing that reflects light from a source intentionally directed upon it.
- o) Sign, internally lit: Any sign that has the source of light entirely enclosed within the sign and not directly visible to the eye.
- p) Temporary lighting: Lighting which does not conform to the provisions of the DarkSky policy and will not be used for more than one thirty day period within a calendar year may be permitted, subject to approval from the regional district, with a possible one, thirty day extension. Temporary lighting is intended for uses that by their nature are limited in duration; example: holiday decorations, civic events or construction projects.
- q) Up light: Any light from a luminaire that shines above the horizontal plane causing illumination of the sky.

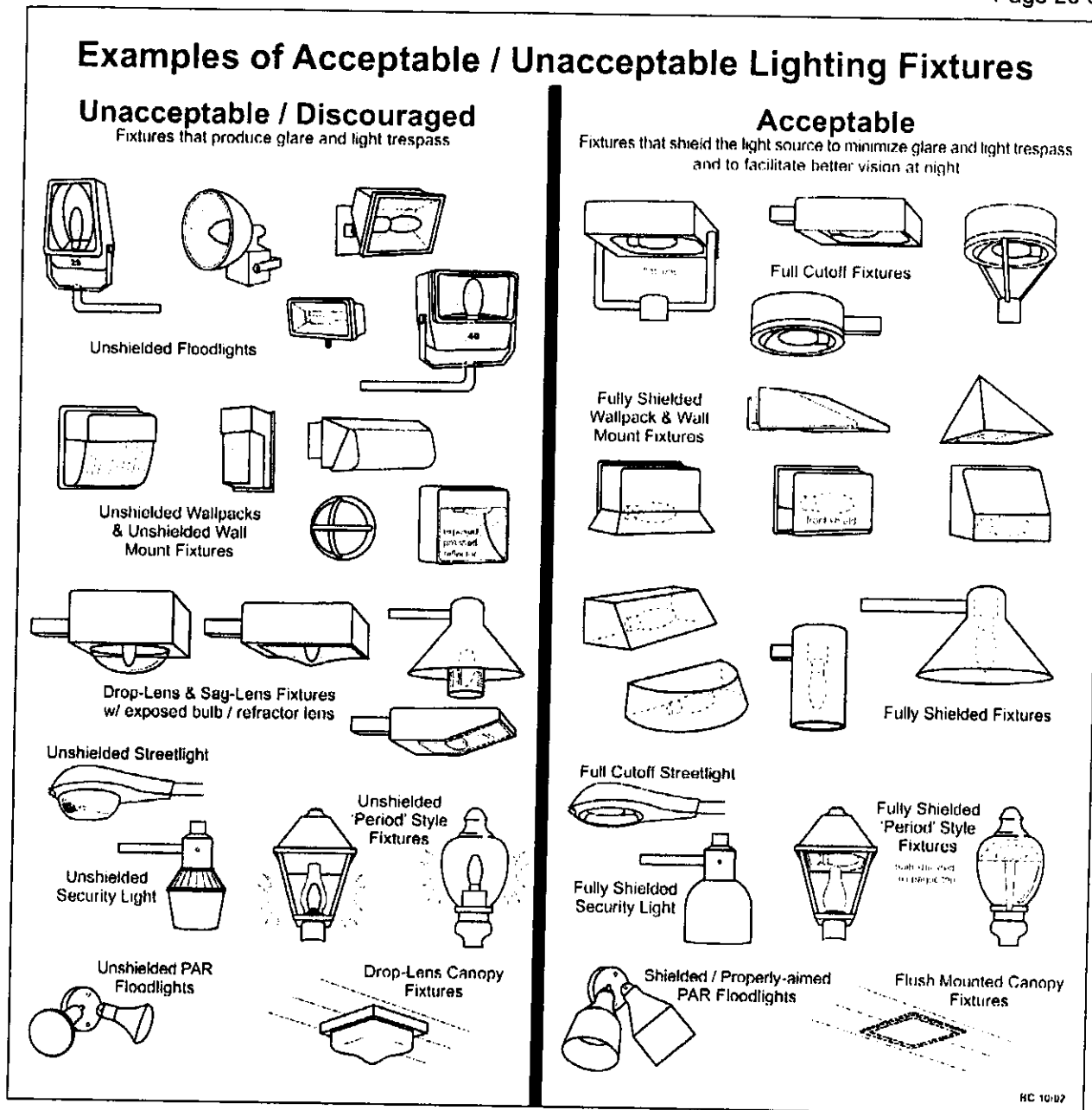


Figure One: Sample of light fixtures that are discouraged and recommended as part of the DarkSky policy.

Policy Statements

5. Shielding of outdoor light fixtures
 - a) All outdoor lighting fixtures shall be shielded to minimize up-light. Mounted incandescent type fixtures shall be shielded. Lighting is encouraged to be activated by motion sensors versus being on all the time.
 - b) Outdoor floodlighting shall be shielded in such a manner that the lighting system will not produce light trespass.

- 6. Limiting trespassing of light beyond property lines
 - a) All light fixtures shall be located, aimed and or shielded so as no direct light trespasses beyond the property line on which the light is mounted.
- 7. Non-conforming light fixtures
 - a) In addition to other exemptions provided in the regional district DarkSky policy, an outdoor lighting fixture not meeting these provisions shall be allowed if the fixture is extinguished by an automatic shutoff device between sundown and sunrise.
 - b) No outdoor recreational facility, whether public or private, shall be illuminated after sundown except when the facility is in use. Outdoor lighting is encouraged to be on only when the field is in use, such as by a user pass activation system.
 - c) The use of searchlight, laser light, or any similar high intensity light for outdoor advertising or entertainment, except in emergencies by police and fire personnel is prohibited. Temporary exemption to this may be granted if approved by the General Manager of Community Planning Services.
- 8. Effective Date
 - a) The development permit must conform to the DarkSky policy that exists at the time of application. When existing lighting fixtures are considered inoperable, all replacements are subject to all the provisions of the DarkSky policy. The light will be considered inoperable when the housing of the fixture requires replacement or when the lens, lamp, and ballast need to be replaced.
- 9. New Construction
 - a) All exterior lighting installed shall be approved by the International DarkSky Association (IDA) and must be installed correctly.
- 10. Exemptions
 - a) The following are exempt from the requirements of the DarkSky policy:
 - i. Single-family development (less than or equal to three dwelling units on one property and zoned residential). Note: the regional district does encourage single-family development to seriously consider the installation of IDA approved lighting.
 - ii. Outdoor lighting fixtures existing and legally installed prior to the implementation of the DarkSky policy.
 - iii. Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding. Dark backgrounds with lighter coloured lettering or symbols are preferred to minimize detrimental effects.
 - iv. Navigational and general life safety lighting systems required at airports and other transportation installations.

Approval History

Policy adopted:	December 13, 2007
Policy amended:	

PRIORITY AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by JAMES YOUNGREN and KATHLEEN YOUNGREN (together, the "**Lender**"), being the registered holder of Mortgage EK143884 and Assignment of Rents EK143885 (together, the "**Charges**") charging the Lands, the Lender hereby consents to the granting of the section 219 covenant (the "**Covenant**"), which is contained in the attached agreement, over the Lands and consents and agrees that the Covenant will be binding upon the Lender's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Covenant had been dated, granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

IN WITNESS WHEREOF the Lender has executed this priority agreement by signing the General Instrument – Part 1 attached hereto.

END OF DOCUMENT