



The Corporation of the District of North Cowichan
Kingsview Phased Development Agreement Authorization Bylaw
Bylaw 3691

WHEREAS pursuant to the *Local Government Act*, Council is empowered to enter into a phased development agreement with a developer;

AND WHEREAS the Council desires to enter into a phased development agreement as set out below;

NOW THEREFORE, the Council of The Corporation of The District of North Cowichan enacts as follows:

- 1 This bylaw authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of North Cowichan, with Transtide Kingsview Development Ltd., substantially in the form attached as the Schedule and made part of this bylaw.

READ a first time on March 7, 2018
READ a second time on March 7, 2018
CONSIDERED at a Public Hearing on April 18, 2018
READ a third time on April 18, 2018
ADOPTED on April 18, 2018

CORPORATE OFFICER

PRESIDING MEMBER

Schedule to Bylaw 3691

PHASED DEVELOPMENT AGREEMENT

(Pursuant to Part 14, Division 12 of the *Local Government Act*)

THIS AGREEMENT is dated for reference the day of , 2018.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, a Municipality incorporated pursuant to the laws of British Columbia having an office at: 7030 Trans Canada Highway, Box 278, Duncan, B.C. V9L 3X4

(the "**Municipality**")

AND:

TRANSTIDE KINGSVIEW DEVELOPMENT LTD. (Incorporation No. BC1057148) having an office at 3378 Douglas Street, Victoria, B.C., V8L 3L3

(the "**Developer**")

WHEREAS

- A. The Developer is the registered owner in fee simple of lands (the "**Lands**") located in the District of North Cowichan, British Columbia, legally described in Schedule "A" hereto;
- B. The Developer proposes to develop the Lands (the "**Proposed Development**") for a range of residential uses as described in the "Kingsview at Maple Bay Comprehensive Development Plan", which is attached as Schedule "A" to the "Kingsview Comprehensive Development Plan Bylaw, 2016", No. 3629, (the "**Comprehensive Development Plan**");
- C. The Developer applied to the Municipality to amend "Zoning Bylaw 1997", No. 2950 (the "**Zoning Bylaw**") to authorize the development of the Lands for the Proposed Development;
- D. On July 19, 2017, the Municipality adopted the "Zoning Amendment Bylaw (No.9 - Kingsview Development), 2016", No. 3631 to authorize the development of the Lands for the Proposed Development (the "**Zoning Amendment Bylaw**") in accordance with the requirements of "Subdivision Control Bylaw 1979", No. 1851 (the "**Subdivision Bylaw**");
- E. As a condition of adopting the Zoning Amendment Bylaw, the Developer granted Section 219 Covenant CA6170097 to the Municipality, and agreed not to develop the Lands for the Proposed Development until the parties have executed and delivered a phased development agreement in relation to the Proposed Development;
- F. The Developer wishes to provide certain offsite services, amenities, and features in the development of the Lands for the Proposed Development, all as described and detailed in the Comprehensive Development Plan, (the "**Required Services, Amenities, and Features**") and the parties wish to ensure that the provisions of the Zoning Bylaw enacted by the adoption of the Zoning Amendment Bylaw (the "**Zoning Provisions**"), and that the current provisions of the Subdivision Bylaw, continue to apply to the Lands for the period established by this Agreement; and

- G. Prior to the date of this Agreement, the Municipality has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement which when executed by the Municipality will satisfy the conditions of the Covenant.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to Part 14, Division 12 of the *Local Government Act* as follows:

1.00 APPLICATION OF AGREEMENT

- 1.01 This Agreement applies to the Lands, including any parcels of land into which the Lands may be subdivided. This Agreement does not apply to any lands other than the Lands.

2.00 BYLAW AMENDMENTS NOT TO APPLY

- 2.01. For the term of this Agreement, no amendment or repeal of the Zoning Provisions or the current provisions of the Subdivision Bylaw (together, the "Specified Provisions") shall apply to the Lands, except:
- (a) as provided in section 516 (6) of the *Local Government Act*;
 - (b) as provided in any other provision of the *Local Government Act* or another statutory enactment in force from time to time; or
 - (c) to the extent that the owner of any parcel comprising the Lands agrees in writing that the amendment or repeal shall apply to that Lands.
- 2.02 For certainty, and without limiting section 2.01, the Municipality agrees that any amendment or repeal of the Specified Provisions that would prevent the issuance of any development permit or building permit in respect of the Lands, the issuance of which was not prevented by the Specified Provisions, will not operate to prevent the issuance of such permit for the term of this Agreement.

3.00 TERM OF AGREEMENT

- 3.01 The term of this Agreement is ten years from the date of adoption of the bylaw authorizing this Agreement (the "Term").
- 3.02 The parties may terminate this Agreement at any time by written agreement.
- 3.03 If in the opinion of the Municipality, acting reasonably, the Required Services, Amenities, and Features have not materially been provided to the standards and at the times set out in Schedule B, the Municipality may, without prejudice to any other rights or remedies that the Municipality may have at law or in equity, at its option, terminate this Agreement provided that it has first given notice in writing to the Developer (the "Default Notice"), that there has been an alleged failure to materially provide the Required Services, Amenities, and Features in accordance with this Agreement and setting out the nature of the default (the "Deficiency"). If the Developer has not substantially remedied the Deficiency to the reasonable satisfaction of the Municipality within (6) months after receipt of the Default Notice, or, where the Deficiency reasonably requires longer than six (6) months to remedy, the Developer has failed to substantially commence remedying to the reasonable satisfaction of the Municipality the Deficiency within six (6) months after receipt of the Default Notice, or has failed to substantially remedy the Deficiency to the reasonable satisfaction of the Municipality within twelve (12) months after receipt of the Default Notice, then the Municipality shall be entitled to, by further written notice, terminate this Agreement.

Notwithstanding the foregoing, where a Deficiency relates to a requirement for the payment of monies under this Agreement, if the Developer has failed to make payment of the monies within sixty (60) days of the Default Notice, the Municipality shall be entitled to, by further written notice, terminate this Agreement.

4.00 THE DEVELOPMENT

- 4.01 The Developer shall develop the Lands for the Proposed Development in general accordance with the Comprehensive Development Plan and, without limiting the foregoing, in accordance with the Land-Use Plan as depicted in Schedule C hereto. In the event of any inconsistency between the Comprehensive Development Plan and the Land-Use Plan, the Comprehensive Development Plan shall prevail. The Developer shall provide the Required Services, Amenities, and Features in accordance with and at the times specified in the Comprehensive Development Plan and Schedule B hereto. In the event of any inconsistency between the Comprehensive Development Plan and Schedule B, Schedule B shall prevail. Notwithstanding the foregoing, if any of the Required Services, Amenities, and Features is identified in the Comprehensive Development Plan, but not in Schedule B, the Developer is required to provide those Required Services, Amenities, and Features in accordance with the Comprehensive Development Plan.
- 4.02 The development of the Lands for the Proposed Development, including construction, shall be subject to the terms and conditions of this Agreement.
- 4.03 For certainty, the obligation of the Developer under this Agreement to provide the Required Services, Amenities, and Features to the Municipality includes the obligation to transfer to the Municipality any and all interests in the Lands that the Municipality reasonably deems necessary to ensure the Municipality's ongoing right and title to the Required Services, Amenities, and Features, and to their use by the Municipality and the public.

5.00 PUBLIC LANDS USE DESIGNATIONS

- 5.01 The Developer acknowledges that the Zoning Provisions zone certain portions of the Lands for public uses only, in contemplation of those portions being transferred to the Municipality pursuant to this Agreement, and agrees that such designations do not, considered together with the effect of the Zoning Provisions in respect of the other portions of the Lands, affect any reduction in the value of the Developer's interest in the Lands. The Developer agrees that such designations accordingly do not entitle the Developer to any compensation whatsoever, the Developer irrevocably waives any entitlement to such compensation, and the Developer irrevocably waives any right to raise the validity of the Zoning Provisions that zone certain portions of the Lands for public uses only.

6.00 PHASING OF DEVELOPMENT

- 6.01 The phases and phasing of the development of the Lands for the Proposed Development are shown on Schedule D hereto, which generally shows the Lands being developed from the north portions of the Lands to the southerly portions of the Lands. The Municipality acknowledges that, with the exception of Phase 1, which must proceed first, for good planning purposes and development efficiency, or to expedite the development of the Lands for the Proposed Development, the Developer may proceed with the development of the Proposed Development in an order different than that set out in Schedule D. The Developer may, with the approval of the Approving Officer of the Municipality, develop and subdivide each phase in sub-phases with the lot layout, park, open space, and Required Services, Amenities, and Features for each sub-phase determined by and in accordance with the preliminary layout acceptance issued by the Approving Officer for that sub-phase.

- 6.02 Development of each phase or sub-phase of the development of the Lands for the Proposed Development shall include the provision and construction of all Required Services, Amenities, and Features associated with that phase or sub-phase.

7.00 STORMWATER MANAGEMENT

- 7.01 All storm water infrastructure installed shall be guided by and consistent with the Comprehensive Development Plan and, without limiting the foregoing, the Statement of Commitment described in Schedule E, hereto. In the event of any inconsistency between the Comprehensive Development Plan and Schedule E, the Comprehensive Development Plan shall prevail.

8.00 ASSIGNMENT OF AGREEMENT

- 8.01. The Developer may assign this Agreement in whole or in relation to any parcel into which the Lands may be subdivided, only to a subsequent owner of the Lands or part thereof as follows:

(a) if the subsequent owner is a corporation which is a subsidiary of the Developer within the meaning of the *Business Corporations Act*; or

(b) to any other person if the Municipality agrees to the assignment, such agreement not to be unreasonably withheld or delayed.

It is a condition of any assignment of this Agreement, whether in whole or in relation to any parcel into which the Lands may be subdivided, that the assignee have entered into an agreement with the Municipality, in a form satisfactory to the Municipality, acting reasonably, whereby the assignee assumes all of the Developer's obligations under this Agreement to the Municipality as they apply to the Lands or the parcel into which the Lands have been subdivided, to be owned by the assignee.

Upon such assignment, the Developer shall be released from its obligations under this Agreement to the Municipality as they apply to the Lands or the parcel into which the Lands have been subdivided, owned by the assignee.

9.00 AMENDMENT OF AGREEMENT

- 9.01 The parties may in writing agree to minor amendments to this Agreement. For the purposes of this Agreement, a "minor amendment" is an amendment to Schedule B hereto as it relates to the transfer or dedication, including by statutory right of way or covenant, of portions of the Lands for parks, trails, or walkways, or for conservation or environmental protection purposes where the amendment does not result in a variance of more than ten (10) percent in the area of the portions of the Lands to be so transferred or dedicated specified in the Comprehensive Development Plan and Schedule C hereto. In the event of any inconsistency between the Comprehensive Development Plan and Schedule C, the Comprehensive Development Plan shall prevail.

- 9.02 The Municipality may authorize a minor amendment by resolution of the Municipality's Council, and without having to adopt a bylaw or hold a public hearing. Prior to authorizing a minor amendment, the Municipality's Council may convene a public hearing or other proceeding for the purpose of determining the opinion of members of the public to the proposed minor amendment, notwithstanding that such a hearing or other proceeding is not required by the *Local Government Act*, and the Developer agrees to participate in such hearing or other proceeding for the purpose of providing information to the public on the

proposed minor amendment.

10.00 SPECIFIC PERFORMANCE

10.01 The Developer agrees that its obligations under this Agreement in relation to parks, open space, trail, and walkway dedication, transfer, design, and construction, as required under the Comprehensive Development Plan and as part of the Required Services, Amenities, and Features, and as set out in Schedule A and F hereto, are uniquely located properties and, if the Developer fails to fulfill its obligations under this Agreement to the Municipality in relation to parks, open space, trail, and walkway dedication, transfer, design, and construction, as required under the Comprehensive Development Plan and as part of the Required Services, Amenities, and Features, and as generally set out in Schedule A and F hereto, the Municipality shall be entitled, without restricting the other remedies available to it at law or in equity, to an order of specific performance in relation to the same.

11.00 GENERAL TERMS AND CONDITIONS

11.01 The obligations of the Developer, if comprised of more than one legal entity shall be joint and several. The parties acknowledge and agree that as between the Municipality and the Developer, either legal entity comprising the Developer may carry out the responsibilities, obligations and covenants of the Developer under this Agreement on behalf of the Developer and any decision, agreement, or act by either legal entity comprising the Developer with respect to the terms and conditions of this Agreement shall bind the other legal entity comprising the Developer. The legal entities comprising the Developer may make agreements between themselves as to the obligations of the Developer under this Agreement.

11.02 Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.

11.03 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under the *Community Charter*, the *Local Government Act*, another statutory enactment or any of its bylaws, or those of the approving officer of the Municipality, as the case may be, under the *Land Title Act*, *Strata Property Act* or *Bare Land Strata Regulations*.

11.04 Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made, in writing, by the Municipality's Chief Administrative Officer or Director of Development Services, unless expressly provided to be taken or made by another official of the Municipality.

11.05 No provision of this Agreement is to be considered to have been waived by the Municipality unless the waiver is expressed in writing by the Municipality. The waiver by the Municipality of any breach by the Developer of any provision is not to be construed as or constitute a waiver of any further or other breach.

11.06 Whenever in this Agreement the Municipality is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the Municipality may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.

- 11.07 The Developer shall indemnify and save harmless the Municipality, its officers, employees, Council members, agents and others (the "Municipality Representatives") from and against any and all actions, causes of action, liabilities, demands, losses (but not loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the Municipality or any of the Municipal Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
- (a) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
 - (b) any default or breach of this Agreement by the Developer; and
 - (c) any wrongful act, omission or negligence of the Developer or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Developer pursuant to this Agreement.
- 11.08 This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
- 11.09 If the Developer is delayed or prevented from the performance of any of its obligations under this Agreement by reason of any unavoidable cause, then performance of such obligation shall be excused for the period during which such performance is delayed or prevented and the time for the performance thereof shall be extended accordingly. For the purposes of this section, "unavoidable cause" means any event or contingency beyond the reasonable control of the Developer, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, governmental laws, regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or war-like operations and acts of God, but excluding a delay caused by lack of funds.
- 11.10 Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
- 11.11 The Developer acknowledges and agrees that the Municipality, acting reasonably, may, despite any public law limitations on the withholding of development permits, building permits and occupancy permits, withhold such permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
- 11.12 The Municipality may, during the construction of any Required Services, Amenities, and Features required by this Agreement, appoint from time to time an employee or official to represent the interests of the Municipality under this Agreement and advise the Developer in writing of such appointment, and the Developer shall for that purpose provide to the Municipality's representative reasonable access to all plans, permits, specifications, studies related to the construction of the works. The Developer agrees that the viewing of this documentation by the Municipality's representative does not create any legal obligation, in tort or otherwise, on the part of the Municipality or its representative whether or not comments are given to the Developer and whether or not the Developer chooses to act on comments that are given.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year set out below:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN by its authorized signatory(ies):



PRINT NAME J.W. Hefebure



PRINT NAME M. O. Ruttan

This 20th day of April, 2018

TRANSTIDE KINGSVIEW DEVELOPMENT LTD. by its authorized signatory:



PRINT NAME RIFER STRANDEUND

This 27 day of APRIL, 2018

Schedule "A"

THE LANDS

PID:002-426-412 Section 1, Range 4, Comiaken District, Except Part in PlanVIP78514

PID:002-426-650 Section 2, Range 4, Comiaken District, Except Part in Plans
VIP55257, VIP78514 and VIP84388

PID:002-425-602 Section 1, Range 3, Comiaken District, Except Part in Plans
35735, 35736, 36836, VIP54532, VIP55257, VIP58746, VIP59788, VIP60493, VIP63991,
VIP78156 and VIP78514

PID:002-426-811 Section 3, Range 4, Comiaken District, Except Part in Plan VIP8438

Schedule B: List of Amenities

AMENITY	TIMING/DESCRIPTION
Park & Open Space Dedication	<ul style="list-style-type: none"> • Park and open space dedication provided at the time of subdivision within each Phase or dedication of such lands within a sub-phase as may be approved by the Approving Officer, in general accordance with the Comprehensive Development Plan and Schedules C, Land-use Plan; Schedule D, Phasing Plan; and Schedule F, Parks Plan.
Parks and Open Space Design and Amenities	<ul style="list-style-type: none"> • Design and construction of such trails, trailheads, viewpoints, and other amenities to be provided at the time of subdivision within each Phase or such sub-phase as may be approved by the Approving Officer, in general accordance with the Comprehensive Development Plan and Schedule C, D and F, including the transfer to the Municipality of any and all interests in the Lands that the Municipality reasonably deems necessary to ensure the Municipality's ongoing right and title to the trails, trailheads, viewpoints, and other amenities, and to their use by the Municipality and the public. Trail development must be consistent with Municipality of North Cowichan "Parks and Trails Master Plan" and the Parks and Open space.
Affordable Housing Contribution	<ul style="list-style-type: none"> • Prior to the registration of any lot within any of the phases of development for single-family dwelling subdivision with lot sizes of 500 m² or greater, a contribution of five hundred dollars (\$500) per lot shall be paid to the Municipality and placed in its Affordable Housing Reserve Fund. • Prior to the registration of any single-family dwelling lot less than 500 m², a contribution of two hundred and fifty dollars (\$250) per lot shall be paid to the Municipality and placed in its Affordable Housing Reserve Fund. • Prior to the issuance of a building permit for any townhouse or multi-family housing unit, an amount of two hundred and fifty dollars (\$250) per unit shall be paid to the Municipality and placed in its Affordable Housing Reserve Fund.
Water Quality Initiative	<ul style="list-style-type: none"> • Prior to the registration of any lot within any of the phases of development for single-family dwelling subdivision with lot sizes of 500 m² or greater, a contribution of five hundred dollars (\$500) per lot shall be paid to the Municipality for the local water quality initiative. • Prior to the registration of any single-family dwelling lot less than 500 m², a contribution of two hundred and fifty dollars (\$250) per lot shall be paid to the Municipality for the local water quality initiative. • Prior to the issuance of a building permit for any townhouse or multi-family housing unit, an amount of two hundred and fifty dollars (\$250) per unit shall be paid to the Municipality for the local water quality initiative.

AMENITY	TIMING/DESCRIPTION
Housing Construction	<ul style="list-style-type: none"> • All detached single-family dwellings must be roughed-in to accommodate a Type 2 electric vehicle charging unit. • All town homes or multi-family housing developments must be roughed in to accommodate Type 2 electric vehicle charging units at a ratio of one charging unit per 10 residential units. • All dwelling units shall obtain an Energuide rating of 80 or higher, or meet an equivalent standard. • All detached dwellings shall have installed conduits for future solar voltaic panels.
Education	<ul style="list-style-type: none"> • The Developer shall coordinate with the Municipality to provide each new homeowner with information pertaining to storm water quality management and the harmful effects of using detergents and other products that can impact water quality including information on the maintenance of on-site infiltration systems. • With each phase of development, the Developer shall install informational signage about the importance of water quality management.
Water Quality Monitoring	<ul style="list-style-type: none"> • As a condition of registering the First Phase of subdivision development of the Land, the Developer shall engage a qualified environmental professional to prepare a report, to the satisfaction of the Municipality, acting reasonably, determining the pre-development nutrient levels of storm and rain water flowing off the Land and submit such report to the Municipality. • Storm and rain water flow off the site which is related to work performed by the Developer will be monitored, during and subsequent to construction, and will not be allowed to exceed the determined pre-development nutrient level baseline, provided that such excess is not caused for reasons or events beyond the reasonable control of the Developer.
Storm Water Management	<ul style="list-style-type: none"> • The Developer shall install all major detention ponds and open drainage channels, to the extent reasonably practical as required by the Approving Officer, north of Kingsview Road as part of the First Phase of subdivision of the Lands. • Detention ponds and other storm-water requirements south of Kingsview Road will be installed on a phased basis as development occurs for each Phase and as required by the Approving Officer when development south of Kingsview Road occurs. • The Developer shall transfer to the Municipality any and all interests in the Lands that the Municipality reasonably deems necessary to ensure the Municipality's ongoing right and title to the major detention ponds, open drainage channels, and other storm-water requirements, and to their use by the Municipality and the public.
Vegetation Remediation	<ul style="list-style-type: none"> • Vegetation remediation shall be undertaken in accordance with a remediation plan approved by the Municipality, for each phase of development or sub-phase as may be approved by the Approving Officer in general accordance with the descriptions and plans adopted in Comprehensive Development Plan for the Lands.

AMENITY	TIMING/DESCRIPTION
Offsite Improvements – Transportation	<ul style="list-style-type: none"> • A single lane roundabout shall be constructed at Kingsview and Maple Bay Roads, at the time the Approving Officer approves subdivision enabling 268 units of housing, of any form, to be developed on the Lands. • A northbound turn lane shall be constructed on Maple Bay Road at Highwood Drive at the time the Approving Officer approves subdivision enabling 268 units of housing, of any form, to be developed on the Lands.
Offsite Municipal Servicing	<ul style="list-style-type: none"> • Improvements to municipal sanitary sewer and water infrastructure will be required, and triggered upon reaching actual sewage flows and water consumption from development within the KingsView CDP, based on metered flow data. • The Developer shall transfer to the Municipality any and all interests in the Lands that the Municipality reasonably deems necessary to ensure the Municipality’s ongoing right and title to th improvements to municipal sanitary sewer and water infrastructure, and to their use by the Municipality and the public. • Sewage flows and water consumption rates that will trigger an obligation by the Developer to install required services are described in Schedule B-1. • The sewage flows and water consumption rates that will trigger an obligation by the Developer to install or upgrade required services are listed in Schedule B-1 and as detailed in the Parson’s memorandum dated January 4, 2015 under Project 475270 and the Parson’s memorandum dated December 23, 2015 under Project 475270/B.

Schedule B-1 of Kingsview Phased Development Agreement

OFFSITE SERVICING AND INFRASTRUCTURE

Sewer		
Facility	Upgrade	Trigger
Highwood Sewer Pumpstation	increase pumping capacity to 34.3 L/s at existing pumpstation location. (assumed existing pump rate 18.1 L/s)	peak sewage flow to pumpstation exceeds 18.1 L/s (number of additional contributing Kingsview units exceeds ~348).
Kingsview Sewer Pumpstation	increase pumping capacity to 86 L/s) at existing pumpstation location. (assumed existing pump rate 77 L/s)	peak sewage flow to pumpstation from Kingsview exceeds 77 L/s. (number of additional contributing Kingsview units exceeds ~1090)
Sewer pipe from manhole 273K to 273Ka	increase pipe size from 200mm to 250mm - 10m	Peak sewage flow from contributory Kingsview units exceeds 23.2 L/s. (number of additional Kingsview contributory units exceeds ~550) (27.4 L/s & ~650 units if manning's "n"=.011)
Sewer pipe from manhole 273Ka to Highwood Pumpstation	increase pipe size from 200mm to 250mm - 10m	Peak sewage flow from contributory Kingsview units exceeds 23.2 L/s. (number of additional Kingsview contributory units exceeds ~550) (27.4 L/s & ~650 units if manning's "n"=.011))
Water		
Facility	Upgrade	Trigger
Existing "Properties" reservoir	increase storage volume of existing reservoir beyond existing storage capacity of 1,816,000 L. Storage to be based on Fire Flow Demand + 25% of Maximum Day Demand (MDD)	25% of system Maximum Day Demand in pressure zones 2,3,4 exceeds 952,000 L. (number of additional Kingsview units in pressure zones 2,3,4 exceeds ~454)
New "Kingsview" reservoir	Construct new water storage reservoir (including booster pump station at "Properties" reservoir to feed new reservoir). Reservoir to be sized to provide domestic and fire flows.(Fire Flow Demand + 25% of Maximum Day Demand, min Top Water Level = 376.6m)	development of Kingsview units with pressure zones 5,5 & 7. (generally south of Kingsview / Nevilane)
"Properties" Water Pumpstation	add second duty pump to existing Properties water pump station (2 duty +1 spare) (assumed existing 1 pump capacity ~27.5 L/s)	required after current Maximum Day Demand exceeds 27.5 L/s (development of ~83 Kingsview units)
	add third duty pump (3 duty +1 spare) to existing Properties water pumpstation (assumes 2 pump capacity @ 47.7 L/s)	required after Maximum Day Demand exceeds 47.7 L/s (development of ~547 Kingsview units after addition of second pump)

Development Cost Charge Projects - Offsite		
Facility	Upgrade	Trigger
Maple Bay Rd Sewer Pumpstation	upgrade pumping capacity to 155.5 L/s (estimated existing pump rate 51.4 l/s)	Upgrade required when Kingsview Pumpstation pump rate exceeds existing (77 L/s). (Based on no current reported operational capacity issues) Other offsite development (i.e. Stonehill) or operational capacity issues may trigger earlier upgrading. Operational data and flow records to be reviewed prior to upgrade. Required design pumping capacity to be confirmed prior to upgrade.
Sewer pipe from manhole 48T to 8T	increase pipe size from 300mm to 375mm - 122m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 49T to 48T	increase pipe size from 300mm to 375mm - 52m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Offsite (Not DCC Projects)		
Facility	Upgrade	Trigger
Sewer pipe from manhole 50T to 49T	increase pipe size from 300mm to 375mm - 105m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 51T to 50T	increase pipe size from 350mm to 375mm - 76m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 52T to 51T	increase pipe size from 350mm to 375mm - 97m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 53T to 52T	increase pipe size from 400mm to 450mm - 101m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 54T to 53T	increase pipe size from 450mm to 525mm - 59m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 55T to 54T	increase pipe size from 500mm to 525mm - 91m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 56T to 55T	increase pipe size from 500mm to 525mm - 24m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 57T	increase pipe size from 500mm to 525mm - 61m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.

to 56T		
Sewer pipe from manhole 58T to 57T	increase pipe size from 500mm to 525mm - 97m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Sewer pipe from manhole 90T to 58T	increase pipe size from 400mm to 450mm - 97m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.

Development Cost Charge Projects - Offsite		
Facility	Upgrade	Trigger
pipe from manhole 98Ta to 98T	increase pipe size from 500mm to 525mm - 61m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
pipe from manhole 99T to 98Ta	increase pipe size from 500mm to 525mm - 61m	Maple Bay Pumpstation upgraded to pumping rate in excess of ~130 L/s.
Boys Road Water Pumpstation	Unspecified upgrades required	unknown - based on flows. Flow projections need to be confirmed by MNC. Station serves entire "South End" water area

Upgrades NOT Required		
Facility	Upgrade	Note
pipe from manhole 284K to 283K	increase pipe size from 200mm to 250mm - 90m	NOT REQUIRED - pipe not under capacity at ultimate development flows - flows input in sewer model at incorrect manhole (284K). Flows enter model at manhole 283K
pipe from manhole 9T to 8T	increase pipe size from 200mm to 250mm - 12.5m	NOT REQUIRED - No contributory flows from Kingsview project

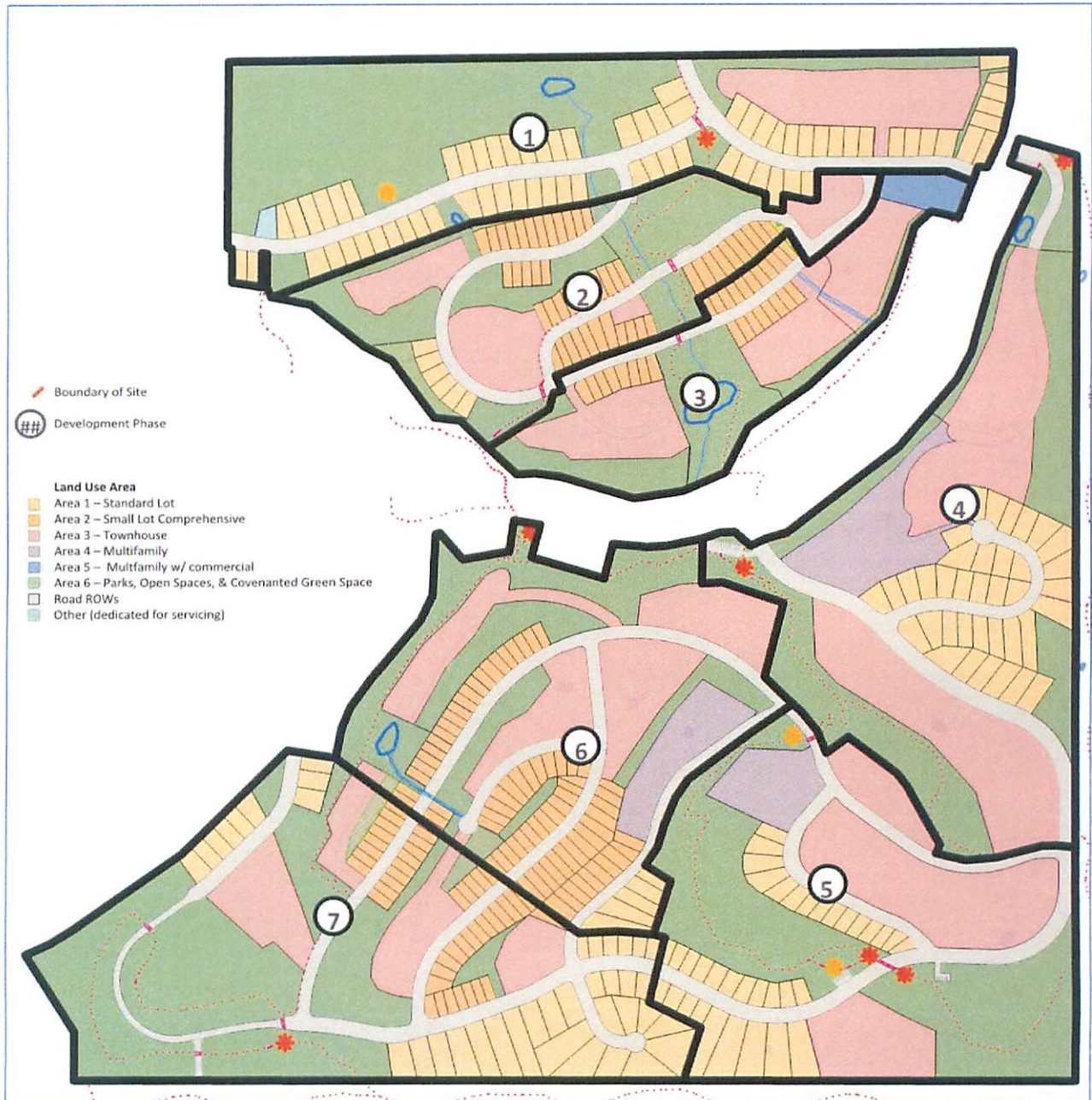
Schedule C of Kingsview Phased Development Agreement

LAND USE PLAN



Schedule D of Kingsview Phased Development Agreement

PHASING PLAN



Schedule E of Kingsview Phased Development Agreement

STORMWATER MANAGEMENT COMMITMENTS

For the referenced project, this document is offered by the owner (Strandlund Investments Ltd.) to the Municipality of North Cowichan (MNC) as a Statement of Commitment (SoC) to complete a Stormwater Management Plan (SWMP) to the satisfaction and approval of MNC as a condition to approval of a new CDP and zoning for the subject property.

The following will be included in the final SWMP document ("pre-development" and "original" refers to before land-clearing for the project original known as 'The Cliffs Over Maple Bay'):

- 1) A list and discussion on the goals that are to be achieved by the SWMP, including:
 - (a) Limit flows from the site to pre-development rates,
 - (b) Limit nutrient levels of flows from the site to pre-development rates,
 - (c) Maintain existing downstream drainage flow patterns,
 - (d) Monitor and control sediments and pollutants from entering downstream systems,
 - (e) Wherever practical, maximize runoff infiltration to recharge groundwater.

- 2) A report on pre-development conditions as best as they can be determined, including but not limited to:
 - (a) Ground cover,
 - (b) Watercourses,
 - (c) Estimated stormwater flow rates from the site.

- 3) A report on existing conditions:
 - (a) Infrastructure already in place, such as:
 - Roads,
 - Piped drainage systems,
 - Culverts,
 - Flow-through drains,
 - Ponds and channels (albeit they may be temporary).

 - (b) Groundwater and locations of groundwater breakout,
 - (c) Soil and vegetation groundcover.

- 4) A discussion on the proposed land use and phasing of the development,

- 5) A drainage model of the original conditions,

- 6) A drainage model of the proposed development, including a revised topographic plan of the current site,

- 7) Submit and have approved by MNC the final Stormwater Management Plan, including recommendations on what is required to achieve the stated goals. The SWMP is to be approved prior to the start of construction of any phase of the project. The SWMP is to include specific infrastructure requirements that need to be in place where practical for treatment requirements during the land development process.

To complete the SWMP, at a minimum the following tasks will be performed:

- 1) Identify what work previously undertaken in the February 2008 by Bullock Baur SWMP is still relevant and which can be used for the new SWMP. Previously completed work includes:
 - (a) Hydrogeology study results,
 - (b) Geotechnical testing results,
 - (c) With discussion and agreement with MNC:
 - (i) assignment of values used for the new SWMM model (such as: surface runoff coefficients, groundwater flow estimates, hydraulic conductivity, SCS infiltration curves, Soil Group numbers), for both pre-development and development scenarios,
 - (ii) confirmation of original catchment characteristics (including areas, slopes, groundcover),
 - (d) Original points of discharge from the site, and cataloging receiving structures,
 - (e) Original pre-development flows,
 - (f) Rainfall data,
 - (g) Water quality data,
 - (h) Environmental protection plans (with modifications and additions as needed):
 - (i) Spill prevention and spill response plans,
 - (ii) Sediment and erosion control plan,
 - (iii) Tree protection plan,
 - (iv) Sensitive ecosystem protection plan,
 - (v) Fertilizer and pesticide management plan.
- 2) Meet with MNC to discuss development of a long term program of monitoring and controlling nutrient flow from the site.
- 3) Meet with MNC, other consultants and stakeholders to discuss and understand historical and current conditions related to the changes in stormwater characteristics brought by changes to the site. Include discussions as required with the Ministry of Environment on the status of Section 9 approvals.
- 4) Meet with MNC to discuss and resolve stream replacement issues,
- 5) Collect data:
 - (a) With consultation with MNC and other stakeholders, compile a list of complaints and observations from downstream residents,
 - (b) Gather maintenance records (as related to downstream drainage) from MNC public works and engineering staff,
 - (c) With assistance from a QEP, record visual observations from the subject site and downstream watercourses (preferably scheduled during a dry period and during or immediately following a heavy rainfall):
 - (i) Identify new watercourses, if any,
 - (ii) Record locations and approximate flow rates of groundwater breakout,
 - (iii) Confirm operation of existing flow-through-drains,
 - (iv) Observe and record areas of ponding,
 - (v) Observe and record effectiveness of existing controls such as channels, ponds, and dams.

Schedule F of Kingsview Phased Development Agreement

PARKS AND OPEN SPACE STRATEGY

