

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

PAGE 1 OF 116 PAGES

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

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

Elizabeth Yip, TERRA LAW CORPORATION

Suite 2800 - 650 West Georgia Street

PO Box 11506

Vancouver

BC V6B 4N7

Phone 604-628-8998

Client No. 12544 Doc No. 581234

File No. 500126

(Master Development Agreement)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

THE CORPORATION OF THE CITY OF VICTORIA

#1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

V8W 1P6

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Elizabeth H. Yip  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-628-8998

Execution Date

Y	M	D
16	12	14

Transferor(s) Signature(s)

DOCKSIDE GREEN LTD.  
by its authorized signatory:

Norman Shearing

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 116 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16		

THE CORPORATION OF THE  
CITY OF VICTORIA  
by its authorized signatory(ies):

Lisa Helps

Name:

OFFICER CERTIFICATION:

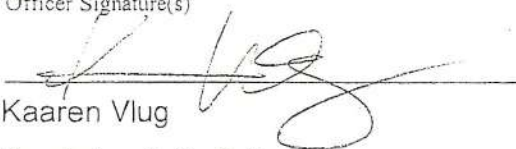
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

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Officer Signature(s)

  
Kaaren Vlug

Barrister &amp; Solicitor

Vancity Centre  
8th Floor, 815 West Hastings Street,  
Vancouver, B.C. V6B 1B4

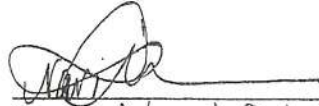
Execution Date

Y	M	D
16	12	14

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS  
CREDIT UNION

by its authorized signatory(ies):

  
Name: Navi Dhiman  
Acting Chief Risk Officer

Name:

## OFFICER CERTIFICATION:

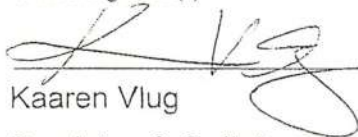
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LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

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Officer Signature(s)


  
Kaaren Vlug

Barrister &amp; Solicitor

Vancity Centre  
8th Floor, 815 West Hastings Street,  
Vancouver, B.C. V6B 1B4

Execution Date

Y	M	D
16	12	14

Transferor / Borrower / Party Signature(s)

DOCKSIDE GREEN (VICTORIA)  
SOCIETY, by its authorized  
signatory:


Lisa Coltart

## OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

## SCHEDULE

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## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
027-424-791	LOT 6 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
027-424-804	LOT 7 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
027-424-821	LOT 9 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
027-424-839	LOT 10 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
027-424-847	LOT 11 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
017-941-865	LOT 4 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP53097
024-236-462	LOT G DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP67690
017-941-911	LOT 8 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP53097, EXCEPT PART IN PLAN VIP84612

LAND TITLE ACT  
FORM E

## SCHEDULE

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NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Covenant

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Page 41

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

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NATURE OF INTEREST  
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

Page 22, Section 7.14

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

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NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

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FORM E

SCHEDULE

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

5. TRANSFEROR(S):

DOCKSIDE GREEN LTD. (INC. NO. BC0716742)

VANCOUVER CITY SAVINGS CREDIT UNION  
(AS TO PRIORITY)

DOCKSIDE GREEN (VICTORIA) SOCIETY (INC. NO. S-51826)  
(AS TO PRIORITY)

## TERMS OF INSTRUMENT – PART 2

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**MASTER DEVELOPMENT AGREEMENT**  
(Section 219 Covenant)

**THIS AGREEMENT** dated for reference the 1<sup>st</sup> day of December, 2016.

BETWEEN:

**DOCKSIDE GREEN LTD.**  
710 - 815 West Hastings Street  
Vancouver, B.C. V6C 1B4

("Dockside Green")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, British Columbia V8W 1P6

(the "City")

OF THE SECOND PART

**WHEREAS:**

- A. Dockside Green is the registered owner in fee-simple, as the nominee and bare trustee of Dockside Green Limited Partnership ("DGLP"), of those lands and premises located within the City of Victoria, in the Province of British Columbia, that are outlined on the Development Site Plan that is attached to this Agreement as Schedule A, and that are legally described as:
1. Parcel Identifier: 027-424-791, Lot 6 District Lot 119 Esquimalt District Plan VIP84612.
  2. Parcel Identifier: 027-424-804, Lot 7 District Lot 119 Esquimalt District Plan VIP84612.
  3. Parcel Identifier: 027-424-821, Lot 9 District Lot 119 Esquimalt District Plan VIP84612.
  4. Parcel Identifier: 027-424-839, Lot 10 District Lot 119 Esquimalt District Plan VIP84612.



5. Parcel Identifier: 027-424-847, Lot 11 District Lot 119 Esquimalt District Plan VIP84612.
6. Parcel Identifier: 017-941-865, Lot 4 District Lot 119 Esquimalt District Plan VIP53097.
7. Parcel Identifier: 024-236-462, Lot G District Lot 119 Esquimalt District Plan VIP67690.
8. Parcel Identifier: 017-941-911, Lot 8 District Lot 119 Esquimalt District Plan VIP53097,  
Except Part in Plan VIP84612,

(the “**Dockside Lands**”).

- B. The City is a municipality incorporated under the laws of the Province of British Columbia.
- C. Following a competitive Request for Proposals process initiated by the City in 2004, the City and Dockside Green entered into a Sale Contract dated September 7, 2005, under which Dockside Green agreed to purchase and remediate certain lands within the Dockside Neighbourhood then owned by the City, which included the Dockside Lands, and also entered into a Master Development Agreement dated September 7, 2005 as amended by *inter alia*, an Agreement to Amend Master Development Agreement dated August 26, 2015 (the “**Original MDA**”) that was registered in the Land Title Office as a covenant pursuant to section 219 of the *Land Title Act*, under Land Title Office Registration Number EX128524, under which Dockside Green agreed to develop the Dockside Neighbourhood in accordance with the Original MDA including the provision and construction of certain amenities, the provision of affordable housing, the construction of on-site and off-site services, and the phased development of the Dockside Neighbourhood.
- D. Dockside Green has developed a portion of the Dockside Neighbourhood. The Dockside Lands, as defined in this Agreement, comprise the majority of the Dockside Neighbourhood that is undeveloped as of the date of this Agreement.
- E. Dockside Green has applied to amend the City of Victoria Zoning Regulation Bylaw No. 80-159 as it applies to the Dockside Lands, under the terms of City of Victoria Bylaw No. 17 - 005, Zoning Regulation Bylaw, Amendment Bylaw (No. 1076) (the “**Zoning Amendment Bylaw**”), and has applied to amend the provisions of the City’s Official Community Plan as those provisions apply to the Dockside Lands, under the terms of City of Victoria Bylaw No. 17 - 007, Official Community Plan Bylaw, 2012, Amendment Bylaw (No. 16) (the “**OCP Amendment Bylaw**”).

- F. The City and Dockside Green have agreed to amend the terms and conditions of the Original MDA so far as they apply to the development of the Dockside Lands, given that:
- (a) certain of the obligations of Dockside Green under the Original MDA have been fulfilled and are no longer relevant to the development of the Dockside Lands;
  - (b) the City and Dockside Green have agreed that certain of the obligations of Dockside Green under the Original MDA are not consistent with conditions that are currently favourable for development of the Dockside Lands; and
  - (c) Dockside Green wishes to amend the requirements for development of the Dockside Lands so that Dockside Green, as the developer of the Dockside Neighbourhood, may transfer individual development parcels to third party developers for development in accordance with the terms and conditions of this Agreement.
- G. The City and Dockside Green therefore wish to set out in this Agreement their agreement as to the terms and conditions that will govern the completion of the development of the Dockside Lands.
- H. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, or that land is not to be built on or subdivided except in accordance with the covenant, may be granted in favour of the City and may be registered as a charge against the title to the Dockside Lands.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid to Dockside Green by the City (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

## 1.0 INTERPRETATION

### 1.1 In this Agreement,

- (a) “**Adaptable Housing Specifications**” means the specifications and requirements for the construction of residential housing units to accommodate the needs of persons with disabilities that are set out in Schedule E to this Agreement;



- (b) **"Agreement"** or **"Master Development Agreement"** or **"MDA"** mean this Agreement;
- (c) **"Amenities"** means the amenities that are to be constructed or provided by Dockside Green in conjunction with the development of the Dockside Lands, as listed and described in Schedule D to this Agreement.
- (d) **"Amenity Fund"** means the fund to be established by the City under section 7.25 of this Agreement;
- (e) **"Approving Officer"** means the approving officer for the City of Victoria, as appointed from time to time under the provisions of the *Land Title Act*;
- (f) **"Area"** has the same meaning as under the City of Victoria Zoning Regulation Bylaw No. 80-159;
- (g) **"Building Permit"** means a building permit issued under the authority of the City of Victoria Building Bylaw No. 93-111, as amended or replaced from time to time;
- (h) **"Business Day"** means a day that the City of Victoria's municipal offices are open for business, and for certainty excludes Saturdays, Sundays, and statutory holidays;
- (i) **"CaGBC"** means Canada Green Building Council or any successor to such body in name and/or function;
- (j) **"Commercial Building"** means a building where the Area of the building used for non-residential purposes is greater than fifty-one (51%) per cent of the building's Total Floor Area;
- (k) **"Complete", "Completed" or "Completion"** means that the development of a Development Area or a portion of the Dockside Common Area has been fully completed in accordance with the requirements of this Agreement and any Development Permit issued by the City, and in relation to an Amenity, means that the Amenity has been fully constructed in accordance with the requirements of this Agreement and the plans and specifications for that Amenity as approved by the Director of Planning under this Agreement;
- (l) **"Council"** means the Council of The Corporation of the City of Victoria;
- (m) **"Design Guidelines"** means the design guidelines for the Dockside Lands as incorporated into the OCP Amendment Bylaw and that are entitled "Dockside Green Urban Design Guidelines" and "BETA at Dockside Green Design Guidelines";

- (n) **"Develop"** includes any of the following: site preparation and clearing work excavation, soil removal, soil deposit, alteration of land, construction or installation of site services or utilities, and construction or alteration of buildings or other structures, and unless the context requires otherwise, **"Development"** means the process of engaging in one or more of those activities;
- (o) **"Development Area"** means each separate legal parcel that is to be created by subdivision of the Dockside Lands for development purposes, or that will be maintained as a separate parcel for development purposes, as shown generally, and that has an alphanumeric designation, on the Development Site Plan, and **"Development Areas"** means two or more such legal parcels;
- (p) **"Development Area Purchaser"** has the meaning ascribed to such term in section 2.3;
- (q) **"Development Permit"** means a development permit issued by the City for the development of the Dockside Lands or any portion thereof;
- (r) **"Development Site Plan"** means the plan attached to this Agreement as Schedule A hereto;
- (s) **"DGVS"** means Dockside Green (Victoria) Society;
- (t) **"Director of Engineering"** means the City's Director of Engineering and Public Works, as appointed from time to time;
- (u) **"Director of Parks"** means the City's Director of Parks and Recreation, as appointed from time to time;
- (v) **"Director of Planning"** means the City's Director of Sustainable Planning and Community Development, as appointed from time to time;
- (w) **"Dockside District Energy System"** means the district energy system operated by Dockside Green Energy LLP providing space heating and domestic hot water heating to residents of the Dockside Neighbourhood;
- (x) **"Dockside Common Area"** means those parts of the Dockside Lands where Dockside Green will develop portions of certain Amenities including but not limited to the Dockside Commons, the Greenway, the Playground and a portion of Dockside Mews, and which are designated as such on the Development Site Plan;



- (y) **"Dockside Green Neighbourhood Plan"** means the plan that is to be used as the basis for Dockside Green's application to USGBC under the LEED ND v4, as referred to in Part 9 of this Agreement;
- (z) **"Dockside Lands"** means the lands described in Recital A of this Agreement;
- (aa) **"Dockside Neighbourhood"** means the lands that were subject to the provisions of the Original MDA as of the date of registration of that document in the Land Title Office;
- (bb) **"Dockside Wastewater Treatment Facility"** means the wastewater and sanitary sewage treatment facility that provides stormwater, wastewater and sanitary sewage treatment services for the Dockside Neighbourhood;
- (cc) **"Dog Park"** is as described in Schedule D and Schedule K hereto;
- (dd) **"Final Build Out"** means the point at which all Development Areas and the Dockside Common Area have been fully developed and built out in accordance with the requirements of this Agreement and all Development Permits issued by the City;
- (ee) **"Greenway"** is as described in Schedule D hereto;
- (ff) **"Integrated Pest Management Plan"** means the plan detailing the measures required for integrated pest management within the Dockside Neighbourhood, dated December 16, 2006 and revised June 21, 2006, which is on file with the City's Department of Sustainable Planning and Community Development;
- (gg) **"LEED"**, which is the acronym for "Leadership in Energy and Environmental Design", refers to the rating system for "green" buildings and neighbourhoods, as published and administered by the CaGBC or USGBC, as applicable under the terms of this Agreement;
- (hh) **"LEED BD+C v4"** means the LEED Building Design and Construction (Version 4) rating system for new construction, as published by the CaGBC as of the date of this Agreement, and as administered by the CaGBC;
- (ii) **"LEED BD+C AP"** means a Qualified Professional who has been accredited by either the CaGBC or the USGBC as a LEED BD+C AP, and whose accreditation is in good standing;

- (jj) **"LEED ND AP"** means a Qualified Professional who has been accredited by either the CaGBC or the USGBC as a LEED ND AP, and whose accreditation is in good standing;
- (kk) **"LEED ND v4"** is a reference to the LEED rating system for neighbourhood developments (Version 4) by that same name, as published by the USGBC as of the date of this Agreement and as administered by the USGBC;
- (ll) **"Occupancy Permit"** means an Occupancy Permit issued under the authority of the City of Victoria Building Bylaw No. 93-111, as amended or replaced from time to time;
- (mm) **"Occupied"** means that a building or a portion of a building is occupied and is being used for its intended purpose;
- (nn) **"Qualified Professional"** means an architect, landscape architect, applied scientist, engineer, quantity surveyor or planner, acting alone or together with another qualified professional, if:
  - i. the individual is registered in good standing in British Columbia with an appropriate professional organization constituted under a statute of British Columbia, acting under that association's code of ethics and subject to disciplinary action by that association,
  - ii. the individual's area of expertise is recognized by the individual's professional organization as one that is acceptable for the purpose of performing a professional service required under this Agreement, and
  - iii. the individual is acting within the individual's area of expertise;
- (oo) **"Strata Plan"** means a strata plan under the *Strata Property Act* (British Columbia);
- (pp) **"Sustainability Centre"** means the Amenity by that name that is referred to in Schedule "B" and is described in detail in Schedule D to this Agreement;
- (qq) **"Total Floor Area"** has the same meaning as under the City of Victoria Zoning Regulation Bylaw No. 80-159;



- (rr) **“Transportation Demand Management Measures”** or **“TDM Measures”** means the measures to be employed to reduce the number of vehicle trips in and out of the Dockside Lands, and to reduce the demand for parking generated by the development of the Dockside Lands, as required by Part 8 of this Agreement; and
- (ss) **“USGBC”** means the U.S. Green Building Council or any successor to such body in name and/or function.

1.2 The following Schedules are attached to and form part of this Agreement:

- (a) Schedule A – Development Site Plan;
- (b) Schedule B – Amenity Delivery Plan;
- (c) Schedule C – Transportation Demand Management Measures;
- (d) Schedule D – Amenities – List and Descriptions;
- (e) Schedule E – Adaptable Housing Specifications;
- (f) Schedule F – Dockside Green Three Year Report Content;
- (g) Schedule G – Green Building Requirements;
- (h) Schedule H – Noise and Nuisance Mitigation Measures;
- (i) Schedule I – Public Access Plan;
- (j) Schedule J – Form of Statutory Right of Way/Maintenance Covenant (Public Access to Amenities/Public Circulation);
- (k) Schedule K – Preliminary Dog Park Plan;
- (l) Schedule L – Noise Mitigation Covenant;
- (m) Schedule M – Bus Shelter Plans;
- (n) Schedule N – Road Widening Plan;
- (o) Schedule O – Galloping Goose Trail Plan; and
- (p) Schedule P – Form of Statutory Right of Way

- 1.3 A reference in this Agreement to a “Part” of this Agreement means the provisions of this Agreement that are contained under a separately numbered subject heading, and a reference to a “section” or “sub-section” together with a number means the provisions of this Agreement that are contained within the section or sub-section that has the corresponding number.

## 2.0 PURPOSE AND INTENT

- 2.1 The purpose of this Agreement is to establish the terms and conditions under which Dockside Green will develop the Dockside Lands. Dockside Green therefore covenants and agrees with the City that it shall not use or permit the use of the Dockside Lands or any building on the Dockside Lands, and that it shall not construct any building on the Dockside Lands or subdivide the Dockside Lands, except in accordance with this Agreement, and each covenant, agreement or obligation of Dockside Green under this Agreement is to be construed as a covenant granted pursuant to section 219 of the *Land Title Act*.

- 2.2 Dockside Green shall be solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether or not those costs and expenses are specifically referred to herein, and (except as expressly provided in this Agreement) whether or not those costs and expenses exceed a cost estimate or budget that is set out in this Agreement, or that is provided to and approved by the City or an officer or employee of the City under the terms of this Agreement.
- 2.3 The City acknowledges that the intention of Dockside Green is to transfer its interest in one or more Development Areas to third parties (each a "**Development Area Purchaser**"), who will be responsible from the date of transfer to undertake the development of the Development Area such Development Area Purchaser acquires, and who may be authorized by Dockside Green to undertake the development of one or more Amenities outside of such Development Area, on behalf of Dockside Green. Unless expressly stated otherwise in this Agreement, a reference to Dockside Green therefore includes any successor in title to Dockside Green, who acquires an interest in fee simple in a Development Area or any other part of the Dockside Lands, with the intent that Dockside Green's successor in title will be bound by the provisions of this Agreement as they apply to the Development Area or other portion of the Dockside Lands acquired by that successor in title, in accordance with section 219 of the *Land Title Act*, without further action by the City, Dockside Green or such Development Area Purchaser.
- 2.4 Dockside Green represents and warrants to the City that it is authorized to enter into this Agreement on behalf of DGLP, and all references to "Dockside Green" in this Agreement are to be construed as a reference to both Dockside Green and DGLP.

### 3.0 EFFECTIVE DATE

- 3.1 The obligations of Dockside Green under this Agreement will come into effect upon the Council's adoption of the Zoning Amendment Bylaw and the OCP Amendment Bylaw.
- 3.2 In the event that the Zoning Amendment Bylaw is not adopted by the City on or before July 31, 2017, the City will, at Dockside Green's request, execute and deliver a discharge of this Agreement in registrable form within a reasonable time thereafter, provided that such discharge is prepared and registered at Dockside Green's expense.

### 4.0 COMPLIANCE WITH BYLAWS AND REGULATORY REQUIREMENTS

- 4.1 The obligations of Dockside Green under this Agreement are in addition to and are not intended to vary or abrogate the provisions of any City bylaws that apply to the development and subdivision of the Dockside Lands. Accordingly,



Dockside Green agrees that it shall develop the Dockside Lands in compliance with all bylaws of the City of Victoria concerning land development, zoning, subdivision and building construction, and further, Dockside Green agrees that (subject to any exemptions to which it is lawfully entitled) it shall pay all applicable development cost charges, Building Permit fees, and other fees and charges that apply under City bylaws in relation to the subdivision and development of the Dockside Lands.

## **5.0 INTEGRATED PEST MANAGEMENT PLAN**

- 5.1 Dockside Green shall develop each Development Area and the Dockside Common Area in accordance with the requirements of the Integrated Pest Management Plan.

## **6.0 NOISE AND NUISANCE MITIGATION MEASURES**

- 6.1 The City and Dockside Green both acknowledge that the Dockside Lands are in close proximity to lands that are zoned for industrial uses. In addition, it is contemplated that certain industrial uses will be permitted within the Dockside Lands. In order to mitigate the impact on owners and occupiers of the Dockside Lands of noise and air pollution from those industrial uses, Dockside Green shall develop the Dockside Lands in compliance with the requirements of Schedule H to this Agreement.

## **7.0 AMENITIES**

### **Definitions**

- 7.1 For the purposes of this Part 7:
- (a) **"Amenity Area"** means the area outlined and labelled as an "Amenity Area" on each page of the Amenity Delivery Plan;
  - (b) **"Amenity Delivery Plan"** means the Amenity Delivery Plan that is attached as Schedule B to this Agreement, which shows the sequence in which certain of the Development Areas will be developed, and each page of which lists the Amenities and TDM Measures that are to be delivered with the development of each Development Area;
  - (c) **"Amenity Description Schedule"** means Schedule D to this Agreement, entitled "Amenities – List and Descriptions";
  - (d) **"Deliver"** or **"Delivery"** means the construction and provision of one or more of the Amenities;
  - (e) **"Development Boundary"** means the combined area of one or more

Development Areas and, where applicable, a portion of the Dockside Common Area, outlined in bold and described as the "Development Boundary" on each page of the Amenity Delivery Plan; and

- (f) **"Interim Condition Area"** means an area shown hatched and labelled "Interim Condition" on the Amenity Delivery Plan.

#### **Construction of Amenities – Phasing and Security**

- 7.2 Dockside Green covenants and agrees to construct and provide, as an integral part of the development of the Dockside Lands, the Amenities that are:

- (a) listed in the Amenity Delivery Plan, and
- (b) also listed, and described in greater detail, in the Amenity Description Schedule,

in accordance with this Part 7.

- 7.3 In order to ensure the orderly delivery of the Amenities for the Dockside Lands, Dockside Green covenants and agrees to complete the development of the Dockside Lands, and to deliver the Amenities, in accordance with the Amenity Delivery Plan. For greater certainty, and in accordance with the Amenity Delivery Plan, and except as authorized under section 7.4, the development of the Amenities to be delivered within Development Area E-1 (as shown on the Site Plan and the Amenity Delivery Plan and hereafter the **"E-1 Amenities"**) must be completed (as evidenced by the release of the security held by the City in respect of such Amenities, pursuant to section 7.12 of this MDA) before the construction of any development commences on the last of the following Development Areas to be developed: Development Area A1-1, Development Area A1-2, Development Area A1-3, Development Area A2-1, Development Area A2-2, Development Area A2-3, and Development Area A3 (such parcel, the **"Last Development Area "A" Parcel"**). For the sake of clarity, this section 7.3 does not prohibit site clearing and other preparatory activities other than excavation, or the submission of an application for a Building Permit for the Last Development Area "A" Parcel.

- 7.4 Dockside Green must not commence the construction of any development on the Last Development Area "A" Parcel before the Building Permit for Development Area E-1 is issued by the City, without first having obtained the approval of the Director of Planning in accordance with this section 7.4. In order to obtain that approval, which may be withheld by the Director of Planning, acting reasonably, Dockside Green must submit a request to the Director of Planning in writing, and must also submit to the Director:

- (a) evidence that is reasonably satisfactory to the Director of Planning that market conditions or other constraints on development activity (other than



constraints that are within the control of Dockside Green) are such that a prudent commercial real estate developer, acting reasonably in the context of the Greater Victoria real estate market, would not commence the development of Development Area E-1 at that time;

- (b) a detailed cost estimate for the construction of the E-1 Amenities (the “**E-1 Amenity Estimate**”) (excluding the Sustainability Centre) certified by a Qualified Professional, and that is reasonably satisfactory to the Director of Planning; and
- (c) upon approval of the E-1 Amenity Estimate by the Director of Planning (who will act promptly in considering the E-1 Amenity Estimate) and without duplication with any security to be delivered under section 7.9 as security for the delivery of the E-1 Amenities, an irrevocable letter of credit issued by a Canadian chartered bank or credit union, in a form and on terms acceptable to the City, and which is equal in amount to ONE HUNDRED AND TWENTY PERCENT (120%) of the total of: (i) the E-1 Amenity Estimate as approved by the Director of Planning under section 7.4(b), plus (ii) the amount of Dockside Green’s contribution towards the establishment of the Sustainability Centre as required under section 11 of Schedule D (the “**E-1 LC**”).

7.5 Dockside Green shall, by written notice to the City given with the Development Permit application for each Development Area, confirm:

- (a) which Development Area is the subject of the application; and
- (b) in accordance with the requirements of the Amenity Delivery Plan, which Amenities and TDM Measures will be delivered with the development of that Development Area.

7.6 If requested by Dockside Green, the Director of Planning may, in his or her discretion, give written approval to a minor variation of the Amenity Delivery Plan (for certainty, a request by Dockside Green under section 7.4 shall not be considered a “minor variation”), provided the Director of Planning is satisfied that the variation will not compromise the orderly delivery of the Amenities, and is otherwise consistent with this Agreement, the OCP Amendment Bylaw and the Zoning Amendment Bylaw.

7.7 Dockside Green may submit one or more Development Permit applications for the development of the Development Area and other portions of the Dockside Lands within a Development Boundary, provided each Development Permit application complies with the City’s Land Use Procedures Bylaw and the provisions of this Agreement. Each Development Permit Application shall be accompanied by drawings prepared by a Qualified Professional, demonstrating to the reasonable satisfaction of the Director of Planning that the Amenities to be delivered as noted in such drawings concurrently with the development of that

Development Boundary will comply with the applicable provisions of the Amenity Description Schedule and the Amenity Delivery Plan, but subject to any minor variations approved by the Director of Planning under section 7.6.

7.8 Before applying for a Building Permit for the construction of a building within a Development Area, Dockside Green must provide to the City's Director of Planning for his or her approval, acting reasonably:

- (a) drawings and construction details and specifications prepared and certified by a Qualified Professional, demonstrating to the satisfaction of the Director of Planning that the Amenities to be delivered concurrently with the development of that Development Area, as referred to in section 7.7, once constructed, will comply with the requirements of the Amenity Description Schedule, and will comply with the terms and conditions of the Development Permit issued by the City for the development of that Amenity Area; and
- (b) a detailed cost estimate for the construction of each Amenity to be delivered, such cost estimate to be certified by a Qualified Professional, and which cost estimate must include details of the following:
  - (i) the cost of fully constructing the Amenities, or portions thereof, that are to be completed to a final condition with the development of that Development Area (for certainty this obligation does not apply to the Sustainability Centre); and
  - (ii) the cost of constructing a part of an Amenity to an interim condition within an Interim Condition Area, where that is authorized under section 7.15.

7.9 Upon receiving the approval of the Director of Planning under section 7.8, Dockside Green must forthwith, and in any event before the issuance of a Building Permit for any construction on the applicable Development Area, deposit with the City, as security for the delivery of the Amenities concurrently with the development of that Development Area, one or more irrevocable letters of credit issued by a Canadian chartered bank or credit union, in a form and on terms acceptable to the City, and which are equal in amount to ONE HUNDRED AND TWENTY PERCENT (120%) of the cost estimate for the Amenities secured thereby, as approved by the Director of Planning under section 7.8.

7.10 For greater certainty:

- (a) in the event of any inconsistency between the approval given by the Director of Planning under section 7.8 and the terms of a Development Permit issued by the City, the terms of the Development Permit shall prevail;



- (b) Dockside Green is responsible for any cost overruns in the event that the cost of constructing or providing any Amenity exceeds the cost estimate for that Amenity, as approved by the Director of Planning under section 7.8; and
- (c) the security to be provided under section 7.9 is in addition to and is not a substitute for any security that the City may require as a condition of the issuance of a Development Permit in accordance with the *Local Government Act*, provided that there is no duplication in security.

7.11 For greater certainty, Dockside Green may provide separate cost estimates and letters of credit under sections 7.8 and 7.9 for Amenities that are to be constructed or provided on a Development Area, or on an associated Amenity Area, or elsewhere, such that each Amenity to be constructed or provided on the Development Area, or on the associated Amenity Area or other area, may be secured under separate letters of credit, recognizing that each such letter of credit may have a different date or term for renewal purposes.

7.12 The City may continue to hold each letter of credit provided by Dockside Green under section 7.9 until the Director of Planning is satisfied, acting reasonably, that the Amenities secured by that letter of credit have been delivered in accordance with the plans and specifications approved under section 7.8. In the event that a Development Area Purchaser has acquired a Development Area, the City will return to Dockside Green all applicable letters of credit previously provided by Dockside Green within a reasonable time following the City's receipt of replacement letters of credit that provide equivalent security from the Development Area Purchaser.

7.13 In the event that some or all of the Amenities required in connection with the development of a Development Area are not completed to their final condition, or to an Interim Condition where that is authorized under section 7.15, within six months after the issuance of an Occupancy Permit for any building constructed within the applicable Development Boundary, the City may, but shall not be obliged to, enter onto the Development Area or other area where the particular Amenities were to be constructed, and complete the construction of the required Amenities at the cost of Dockside Green. In that event, the City may draw upon the applicable letter of credit that was provided as security under section 7.9 in an amount equal to the City's actual costs of completing the construction of the particular Amenities, plus an administrative fee of fifteen (15) percent of the total of those costs. In the event the City's actual construction costs (plus the administrative fee of fifteen (15) percent) exceed the amount secured by the applicable letter of credit, the City's excess costs shall be payable by Dockside Green within five (5) Business Days of a demand for payment being made. In the event the City's actual construction costs (plus the administrative fee of fifteen (15) percent) are less than the amount secured by the applicable letter of credit, the City shall return the difference to Dockside Green within a reasonable

time following the completion of such work. This section 7.13 applies to the E-1 LC, *mutatis mutandis*.

- 7.14 Dockside Green hereby grants to the City, and its officers, employees, contractors and agents, a statutory right of way pursuant to section 218 of the *Land Title Act* to enter onto and to pass and re-pass over the Dockside Lands, together with workers, equipment, materials and equipment, for the purposes described in section 7.13. The statutory right of way hereby granted is necessary for the City's undertaking. Notwithstanding that this statutory right of way is granted on the date of this Agreement, the City will not exercise its rights hereunder until and unless the circumstances described in section 7.13 are applicable. In the event a Strata Plan is filed in respect of a Development Area, the City will discharge this statutory right of way from title to all the strata lots created thereby, provided no portion of any Amenity requiring completion is located within the strata lot from which the statutory right of way is to be released.

#### **Interim Conditions**

- 7.15 The City and Dockside Green both acknowledge that given that the Development Areas and the Dockside Common Area will be developed in sequences, it may be impractical to complete construction of an Amenity to its finished and final condition until a Development Area within a different Development Boundary is developed. Accordingly, with each submission to the Director of Planning under section 7.7, Dockside Green shall include provisions for the temporary treatment of an Interim Condition Area that is within the applicable Amenity Area, and within which an Amenity is proposed to be constructed to a temporary or interim condition, pending completion of the Development of a different Development Area (the "Associated Development Area").
- 7.16 Dockside Green's submission under section 7.15 must include detailed plans and specifications for the Interim Condition Area, including specifications for the temporary construction of the Amenity within that Interim Condition Area, in order to satisfy the Director of Planning that the Interim Condition Area will be built and maintained to a standard that is safe, functional and aesthetically pleasing, pending completion of the Amenity to its finished and final condition in that Interim Condition Area.
- 7.17 With each submission to the Director of Planning made under section 7.8 for an Associated Development Area, Dockside Green must include, in addition to the plans, drawings and specifications and costs estimates otherwise required under section 7.8:
- (a) an estimate of the cost of completing the construction of an Amenity within the related Interim Condition Area to its finished and final condition, such estimate to be certified by a Qualified Professional, and to be to the satisfaction of the Director of Planning;



- (b) security for the completion of construction of the Amenity within the related Interim Condition Area in the form of an irrevocable letter of credit issued by a Canadian chartered bank or credit union, in a form and on terms acceptable to the City, and in an amount equal to ONE HUNDRED AND TWENTY PERCENT (120%) of the cost estimate approved by the Director of Planning under sub-section 7.17(a).

- 7.18 Dockside Green must complete the construction of the Amenities within an Interim Condition Area to their finished and final condition before the date on which an Occupancy Permit is issued for any building on the Associated Development Area. Provided that if Dockside Green fails to complete such Amenities within such time, then the applicable letter of credit shall be dealt with in accordance with section 7.13.
- 7.19 In order to ensure that the owner of an Associated Development Area has the legal right and authority to complete an Amenity within an Interim Condition Area, where that Interim Condition Area is located on a Development Area and not the Dockside Common Area, Dockside Green must ensure that an easement is registered over the portion of the Development Area where an Amenity will be required to be completed by the owner of the Associated Development Area (such easement will burden the Development Area and benefit the Associated Development Area), the development of which Associated Development Area will trigger the completion of such Amenity to its final condition. At Dockside Green's discretion, but provided the Director of Planning is satisfied with the other terms of the easement, the easement may be registered without an accompanying survey plan. The easement will permit the transferee to apply for a development permit over the servient tenement relating to the completion of such works to the applicable condition, as well as to complete the actual works at the sole costs of the transferee, to the extent that a development permit is required. The plans and specifications showing the work to be completed will be included as a schedule to the easement. The easement will contain such other terms as reasonably required by Dockside Green. Dockside Green shall ensure that such easement has been registered prior to the earlier of: (a) the completion of the sale of that Development Area, and (b) the submission of a Development Permit Application for the Development Area where the Amenity is to be delivered, and shall provide a copy of such easement to the Director of Planning. Each such easement shall include a provision prohibiting the release or modification of the easement without the approval of the Director of Planning, pending completion of the applicable Amenity, which obligation shall be secured by a section 219 (*Land Title Act*) covenant in favour of the City.

**Statutory Rights of Way for Public Access to and Use of Amenities/Circulation Through the Dockside Neighbourhood**

- 7.20 In order to secure the public right of access to and use of the Amenities, and additionally in order to provide for circulation of the public through the Dockside



Lands, Dockside Green shall grant to the City one or more statutory rights of way in the form attached as Schedule J to this Agreement, over each area of the Dockside Lands that is designated in Schedule I – Public Access Plan as an area where public pedestrian access and egress is to be provided.

- 7.21 Each statutory right of way referred to in section 7.20 must be registered in the Land Title Office prior to the occupancy of any building constructed on a Development Area where the Amenity is situated, or where the Amenity is situated on the Dockside Common Area, prior to the occupancy of a building on the Development Area that was developed in conjunction with that portion of the Dockside Common Area.
- 7.22 Dockside Green shall be responsible for the cost of registering all statutory rights of way required under this Agreement and for the costs of preparing and registering all statutory right of way plans required for that purpose.

#### **Sustainability Centre**

- 7.23 Dockside Green shall contribute \$400,000.00 towards the establishment of the Sustainability Centre in accordance with section 11 of Schedule D to this Agreement.
- 7.24 In the event that the Sustainability Centre has not been established in the Dockside Lands within 12 months after an occupancy permit is issued for any building on Development Area E-1, then section 7.23 and section 9 of Schedule D shall no longer apply and Dockside Green shall pay \$400,000.00 to the City, to be held by the City in the Amenity Fund and used in accordance with section 7.25 of this Agreement. Upon Dockside Green's payment to the City of \$400,000.00 in accordance with this section 7.24, Dockside Green's obligations with respect to the Sustainability Centre shall be fulfilled.

#### **Amenity Fund**

- 7.25 Any funds paid by Dockside Green to the City in lieu of Dockside Green's contribution to the establishment of the Sustainability Centre shall be held by the City in an Amenity Fund to be used for the provision of an alternative Amenity that benefits the Dockside Lands, as agreed to by the City and Dockside Green.

#### **Dog Park Dedication and Improvements**

- 7.26 Without limiting the requirements of sections 7.8 and 7.9 as they apply to the Amenity Areas that are to be developed concurrently with Development Areas B1-1 and B1-2, Dockside Green shall, prior to the issuance of a Building Permit for any building or structure on Development Area B1-2:

- (a) dedicate as "Park", by the deposit of a subdivision plan under section 107 of the *Land Title Act*, that part of the Dockside Lands to be developed as the Dog Park; and
- (b) provide the City's Director of Parks with copies of the drawings and construction details and specifications, and cost estimates, prepared by Dockside Green's Qualified Professional for the improvements to the Dog Park as required under the Amenity Description Schedule and the Preliminary Dog Park Plan as shown in Schedule D and Schedule K respectively.

#### **Covenant for Maintenance of Amenities**

- 7.27 Prior to the completion of each Amenity requiring construction, Dockside Green shall register a covenant pursuant to section 219 of the *Land Title Act* against the title or titles to the land where the Amenity has been constructed, and under which Dockside Green covenants to maintain that Amenity, substantially in the form attached as Schedule J to this Agreement. The covenant for maintenance of an amenity may be incorporated into the same instrument by which the statutory right of way for public access to and use of that amenity, as referred to in sections 7.20 to 7.22, is registered.

#### **8.0 TRANSPORTATION DEMAND MANAGEMENT MEASURES**

- 8.1 The parties acknowledge that the Zoning Amendment Bylaw includes off street parking requirements that are lower than the standard generally applicable under Schedule C of the City's Zoning Regulation Bylaw No. 80-159. In order to reduce the demand for parking generated by the Dockside Lands, Dockside Green covenants and agrees to include the Transportation Demand Management Measures that are listed and described in Schedule C to this Agreement, in its development of the Dockside Lands and in accordance with the Amenity Delivery Plan. The TDM Measures that must be provided in connection with the development of each Development Area are listed on each page of the Amenity Delivery Plan.
- 8.2 With each application for a Building Permit for a building to be constructed on a Development Area, Dockside Green shall provide to the satisfaction of the Director of Planning, for the Director's approval, acting reasonably:
- (a) detailed plans and specifications for the TDM Measures that are to be provided with the development of that Development Area, as described in Schedule B to this Agreement, and that require construction;
  - (b) for those TDM Measures that do not require construction, evidence that arrangements to the reasonable satisfaction of the Director of Planning have been made to provide the TDM Measures before any buildings



constructed within the Development Area are occupied;

- (c) a detailed cost estimate of the cost of providing the required TDM Measures;
- (d) security for the provision of the required TDM Measures, to the extent they have not already been completed or delivered, in the form of an irrevocable letter of credit issued by a Canadian chartered bank or credit union, in a form and on terms acceptable to the City, and in an amount equal to ONE HUNDRED AND TWENTY PERCENT (120%) of the cost estimate approved under section 8.2(c), except that in the case of any TDM Measures that Schedule C to this Agreement identifies are subject to a financial cap, the amount of the security shall not exceed the amount of the financial cap.

8.3 In the event that Dockside Green occupies a building on a Development Area before the TDM Measures required in connection with that Development Area have been completed or provided, the City may, but shall not be obliged to, utilize the security provided by Dockside Green under section 8.2(d) to complete or provide the required TDM Measures, and to the extent necessary and for that purpose, the City may enter onto the Development Area or other area of the Dockside Lands where the required TDM Measures were to be completed or provided, in which case sections 7.12 and 7.13 of this Agreement shall apply.

8.4 If requested by Dockside Green, the Director of Planning may, in his or her discretion, give written approval to a minor variation of the TDM Measures, provided the request from Dockside Green is accompanied by a report from a Qualified Professional confirming that the requested variation will not reduce the effectiveness of the TDM Measures provided in reducing the demand for off street parking.

8.5 For greater certainty, Dockside Green's obligations and the City's rights under this Part 8 will terminate on the earlier of Final Build Out or delivery of all TDM Measures.

## 9.0 LEED OBLIGATIONS

9.1 Dockside Green covenants and agrees that the development of the Dockside Lands will be carried out such that at Final Build Out, the Dockside Lands will meet the criteria established by the USGBC for certification to the Platinum level of LEED ND v4.

9.2 Without limiting its obligations under section 9.1, Dockside Green shall take the steps set out in this Part 9 to achieve certification of the Dockside Lands to the Platinum level of LEED ND v4 (Dockside Green's obligations under this Part 9 are hereafter referred to collectively as the "**LEED Obligations**").



### LEED ND AP

- 9.3 Dockside Green shall retain the services of a LEED ND AP from time to time to advise Dockside Green on matters relating to the overall design and development of the Dockside Lands, and the development of the Dockside Green Neighbourhood Plan that will be necessary to achieve certification to the Platinum level of LEED ND v4.

### Certification of Dockside Green Neighbourhood Plan

- 9.4 Dockside Green shall apply for and shall obtain LEED ND v4 Plan Platinum Certification of the Dockside Green Neighbourhood Plan from the USGBC (the "**Neighbourhood Plan Certification**") within twelve months of the adoption by City Council of the Zoning Amendment Bylaw (the "Initial Certification Period"). If Dockside Green applies for but does not obtain Neighbourhood Plan Certification within the Initial Certification Period:
- (a) Dockside Green may provide notice to the City, following expiry of the Initial Certification Period, of its intention to re-apply to the USGBC for Neighbourhood Plan Certification;
  - (b) notice to the City under section 9.4(a) shall be accompanied by security in the form of a letter of credit, in an amount equivalent to the portion of the LEED Obligation Payment (as defined hereafter) that is triggered under section 9.15(a);
  - (c) if having given notice under section 9.4(a), Dockside Green fails to obtain Neighbourhood Plan Certification within thirty-six months of the expiry of the Initial Certification Period, the City may draw upon the security provided under section 9.4(b) the full amount of the portion of the LEED Obligation Payment payable under section 9.15(a); and
  - (d) if having given notice under section 9.4(a), Dockside Green obtains Neighbourhood Plan Certification within thirty-six months of the expiry of the Initial Certification Period and provides the details of that certification to the Director of Planning, Dockside Green shall be released from the portion of the LEED Obligation Payment payable under section 9.15(a), and the security provided under section 9.4(b) shall be returned to Dockside Green forthwith by the City.
- 9.5 Concurrently with the submittal of the Dockside Green Neighbourhood Plan to the USGBC for certification under section 9.4, Dockside Green shall provide a copy of the Dockside Green Neighbourhood Plan to the Director of Planning for his or her review, together with a letter prepared by Dockside Green's LEED ND AP certifying that in his or her opinion the Dockside Green Neighbourhood Plan meets the requirements for certification to the Platinum level of LEED ND v4. The

Director of Planning's review of the Dockside Green Neighbourhood Plan will not, however, amount to an assurance, representation or warranty as to the Dockside Green Neighbourhood Plan's compliance with the requirements of this Agreement, or compliance with any bylaws of the City that apply to the Dockside Lands, nor will the Director's review in any way relieve Dockside Green of its obligations under this Part 9, in the event that the USGBC rejects Dockside Green's application for certification or requires modifications or amendments to the Dockside Green Neighbourhood Plan as a condition of certification. Further, Dockside Green shall not be obliged to incorporate any comments or input from the Director of Planning in the Dockside Green Neighbourhood Plan, as a result of the Director of Planning's review, with the express understanding that Dockside Green is solely responsible for obtaining Neighbourhood Plan Certification.

- 9.6 Upon receiving the Neighbourhood Plan Certification, Dockside Green must forthwith notify the Director of Planning of the details of that certification, including any conditions that have been attached to that certification by the USGBC.

#### **Construction and Development Requirements**

- 9.7 Dockside Green shall develop the Dockside Lands in accordance with the Dockside Green Neighbourhood Plan, as certified by the USGBC. Pending certification of the Dockside Green Neighbourhood Plan by USGBC, all development on the Dockside Lands must be consistent with the Dockside Green Neighbourhood Plan as submitted to USGBC for certification. If any changes in the development of the Dockside Lands or in the certification requirements for LEED ND v4 necessitate a revision or change to the Dockside Green Neighbourhood Plan in order to achieve certification of the Dockside Lands to the Platinum level of LEED ND v4, Dockside Green shall remain solely responsible, at its sole cost, for any necessary changes in the development of the Dockside Lands.
- 9.8 In order to ensure that the Dockside Lands achieve certification to the Platinum level of LEED ND v4, Dockside Green covenants and agrees that:
- (a) each building that is constructed on the Dockside Lands will include the requirements that are described in Schedule G to this Agreement (the "**Green Building Requirements**"); and
  - (b) in addition, each Commercial Building that is constructed on the Dockside Lands will be designed and constructed so that it achieves certification from the CaGBC to the LEED BD+C (Gold) standard.
- 9.9 With each application for a Development Permit for a building to be constructed on the Dockside Lands, Dockside Green must submit to the Director of Planning a report prepared by a Qualified Professional, confirming that the building's



design includes all Green Building Requirements. In the case of a Commercial Building, a LEED BD+C AP must also confirm in writing that the building's design includes all features necessary for certification by the CaGBC to the LEED BD+C (Gold) standard.

- 9.10 With each application for a Building Permit for a building to be constructed on a Development Area, Dockside Green must submit to the Director of Planning a report prepared by a Qualified Professional, confirming that the building permit plans, drawings and specifications submitted to the City's building inspector for that building include all Green Building Requirements required under this Agreement.
- 9.11 In addition to the requirements under section 9.10, with each application for a Building Permit for a Commercial Building, Dockside Green must submit to the Director of Planning a report prepared by a LEED BD+C AP, confirming that in his or her opinion the Building Permit plans, drawings and specifications submitted to the City's building inspector for that building include all feature necessary to meet the requirements for certification of that Commercial Building to the LEED BD+C (Gold) standard.
- 9.12 Within twelve months of the issuance of an Occupancy Permit for each building on the Dockside Lands, Dockside Green shall:
  - (a) in the case of a Commercial Building, obtain certification from the CaGBC that the building has been constructed to the LEED BD+C (Gold) standard, and upon receiving that certification shall within a reasonable time thereafter provide evidence of that certification to the Director of Planning; and
  - (b) in the case of all buildings, including Commercial Buildings, provide the Director of Planning with a report prepared by a Qualified Professional, confirming that the building as constructed meets or includes all of the Green Building Requirements required under this Agreement.

#### **Final Certification of Dockside Green Neighbourhood**

- 9.13 Within twelve months following Final Build Out of the Dockside Lands, Dockside Green must submit proof to the satisfaction of the Director of Planning that the USGBC has certified the construction and development of the Dockside Lands to the LEED ND v4 Platinum standard.

#### **Additional Payments to City if LEED Obligations Are not Fulfilled**

- 9.14 In the event that Dockside Green does not fulfill its LEED Obligations under this Part 9, Dockside Green shall pay to the City, subject to the reductions provided for herein, an amount equal to One Dollar (\$1.00) per square foot of the maximum Total Floor Area of all buildings that may be constructed on the



Dockside Lands under the Zoning Amendment Bylaw (the "LEED Obligation Payment"). As of the date of this Agreement, the Total Floor Area that may be constructed on the Dockside Lands is estimated to be 98,486 square metres, or 1,060,095 square feet. The LEED Obligation Payment shall be payable in the circumstances and in the portions described in sections 9.15(a), (b), (c) and (d) of this Agreement. The LEED Obligation Payment is an alternative obligation of Dockside Green to the City, and is intended as a substitute for Dockside Green's performance of its LEED Obligations if Dockside Green fails to perform those obligations, and is not intended to be a penalty at law.

9.15 The LEED Obligation Payment will be triggered by the following events, and must be paid to the City in the following portions:

- (a) If Dockside Green does not obtain Neighbourhood Plan Certification within the Initial Certification Period, a LEED Obligation Payment is payable to the City within five (5) Business Days of the expiry of the Initial Certification Period in the amount of Twenty-Five (\$0.25) Cents per square foot of the maximum Total Floor Area of all buildings that may be constructed on the Dockside Lands under the Zoning Amendment Bylaw;
- (b) If Dockside Green does not include all of the required Green Building Requirements in the construction of a building within a Development Area, in accordance with sections 9.8 to 9.10, a LEED Obligation Payment is payable to the City within five (5) Business Days of the City delivering a written demand for payment, in the amount of Fifty (\$0.50) Cents per square foot of the Total Floor Area of such building;
- (c) If Dockside Green does not obtain the certification of a Commercial Building within a Development Area to the LEED BD+C Gold standard within the time required under section 9.12, a LEED Obligation Payment is payable to the City within five (5) Business Days of the City delivering a written demand for payment, in the amount of Fifty (\$0.50) Cents per square foot of the Total Floor Area of the building. For certainty, if a LEED Obligation Payment is triggered under both sections 9.15(b) and (c) for the same building, the total amount of the LEED Obligation Payment shall not exceed Fifty (\$0.50) Cents per square foot of the Total Floor Area of such building; or
- (d) If Dockside Green does not obtain the USGBC's certification of the Dockside Lands to the LEED ND v4 (Platinum) standard, within the time required under section 9.13, a LEED Obligation Payment is payable to the City within five (5) Business Days of the City delivering a written demand for payment, in the amount of Twenty-Five (\$0.25) Cents per square foot of the Total Floor Area of all buildings that have been constructed on the Dockside Lands, subject to the reduction provided for in section 9.19.

- 9.16 If the City receives notice within the time required under section 9.4 of this Agreement that the USGBC has certified the Dockside Green Neighbourhood Plan to LEED ND v4 (Platinum), Dockside Green shall be released from any LEED Obligation Payment under section 9.15(a).
- 9.17 Upon the City's receipt of all of the following in relation to each building that has been constructed within any given Development Area:
- (a) the LEED ND AP's certification under section 9.12(b) in respect of the inclusion of Green Building Requirements in the building; and
  - (b) in the case of each Commercial Building, certification by the CaGBC that the building has been constructed to the LEED BD+C Gold standard;

Dockside Green shall be released from the LEED Obligation Payment under sections 9.15(b) and/or (c), as applicable, in relation to that building.

#### **Security for LEED Obligation Payment**

- 9.18 With each Building Permit application for a building on a Development Area, Dockside Green shall provide the City with security in the form of a letter of credit, in an amount equivalent to the portion of the LEED Obligation Payment that may be triggered if Dockside Green's obligations under sections 9.15(b) and/or (c), as applicable, are not fulfilled in relation to such building within that Development Area. Upon fulfillment of Dockside Green's obligations under sections 9.15(b) and/or (c) in relation to a Development Area for which security has been provided under this section, the City shall release such security to Dockside Green.
- 9.19 With the Building Permit application for the final Development Area to be developed (which for certainty shall not be Development Area E-1), Dockside Green shall provide the City with security in the amount of the balance of the LEED Obligation Payment that may be payable under section 9.15(d). The amount of the security required under section 9.15(d) may be reduced to the amount that is calculated using the following formula, but in no event shall the security provided be reduced to less than \$50,000.00:



$$\$0.25 \times A \times \left( \frac{(80 - B)}{80} \right) = C$$

where:

A = Total Floor Area (1,060, 095 sq.ft)

B = Anticipated LEED ND Point Total (As determined by LEED ND AP)

C = LEED Obligation Payment

80 = LEED platinum ND points

Upon fulfillment of Dockside Green's obligations under section 9.13, the City shall release such security to Dockside Green.

- 9.20 The security provided under sections 9.4(b), 9.18 and 9.19 shall be an irrevocable letter of credit issued by a Canadian chartered bank or credit union, in a form and on terms acceptable to the City.

## 10.0 ON-SITE UTILITIES

- 10.1 For each building constructed on the Dockside Lands, Dockside Green shall:

- (a) provide a connection between all building systems to connect to the following on-site utilities:
  - (i) the Dockside District Energy System; and
  - (ii) the Dockside Wastewater Treatment Facility.
- (b) use reasonable commercial efforts to ensure that the building continues to utilize the on-site utilities referred to in subsections (a)(i) and (ii) for the life of the building.

- 10.2 As an exception to the requirements of section 10.1, as they relate to the Dockside Wastewater Treatment Facility, Dockside Green may apply to the Director of Engineering for approval, in accordance with the City's bylaws, of a direct connection between the on-site wastewater and sewage disposal systems of a building that is being constructed on the Dockside Lands and the City's sanitary sewer system, where:

- (a) Dockside Green demonstrates to the satisfaction of the Director of Engineering that there is insufficient capacity in the Dockside Wastewater Treatment Facility to treat wastewater and sewage generated by all uses within that building; and



- (b) Dockside Green provides the Director of Planning with a report prepared by a LEED ND AP confirming that a direct connection between that building and the City's sanitary sewer system will not detrimentally affect the certification of the Dockside Lands to LEED ND v4 (Platinum).

## 11.0 OFF-SITE SERVICES AND STATUTORY RIGHTS OF WAY

11.1 The City is responsible, at its expense, for:

- (a) final paving of Tyee Road from Esquimalt Road intersection to Wilson Street;
- (b) construction of three curb bulbs (the "**Curb Bulbs**") on the portion of Tyee Road between Wilson Street and Esquimalt Road, for pockets of landscaped boulevard (concrete work only, excluding driveway crossings and sidewalks, with landscape work to be the responsibility of Dockside Green), as generally depicted on the plan attached as Schedule A to this Agreement.

11.2 Dockside Green at its sole cost, shall provide the City with working drawings for the works to be constructed by the City on Tyee Road pursuant to section 11.1.

11.3 Dockside Green shall be responsible, at its sole cost, for the initial landscaping, and subsequent maintenance of the Curb Bulbs.

11.4 If any Curb Bulb is not being maintained by Dockside Green or any successor owner of the relevant adjacent property to a standard acceptable to the City, the City shall be entitled to remove all existing landscaping from that Curb Bulb and replace the landscaping with other materials the City considers suitable.

11.5 The City will construct or arrange for the works and services referred to in section 11.1 in a timely manner having regard to the progress of the Development, and the City's capital budget.

11.6 Dockside Green shall be responsible at its sole cost for the installation of all off-site landscaping required in connection with the development of the Dockside Lands under the Design Guidelines.

11.7 Dockside Green shall be solely responsible for the cost of any additional service connections required for the development of the Dockside Lands, including without limitation any fire service connections, and for any other off-site works and services required under the terms of this Agreement or under the bylaws of the City.

11.8 The City may elect to pay Dockside Green to carry out construction of the works the City is responsible for under section 11.1 at a cost not to exceed the City's budgeted cost of providing such works (subject to Dockside Green's acceptance

of those costs), in order to avoid site congestion and scheduling problems between the City and Dockside Green.

11.9 Dockside Green shall grant the following statutory rights of way to the City, to be substantially in the terms attached as Schedule P to this Agreement, prior to the issuance of a Building Permit authorizing development on a Development Area or portion of the Dockside Common Area where the right of way is required:

- (a) a statutory right of way for the two (2) bus bays to be installed adjacent to Esquimalt Road and Tyee Road, respectively, as generally depicted on the plan attached as Schedule M to this Agreement;
- (b) a statutory right of way for the widening of Esquimalt Road, over of the area of the Dockside Lands generally depicted on the plan attached as Schedule N to this Agreement; and
- (c) a statutory right of way for the accommodation of a portion of the Galloping Goose Trail, as generally depicted on the plan attached as Schedule O to this Agreement.

11.10 Dockside Green shall be responsible for the cost of preparing and registering the statutory rights of way referred to in section 11.9, as well as any statutory right of way plans required.

## **12.0 HOUSING**

12.1 Dockside Green shall incorporate the Adaptable Housing Specifications into twenty (20%) per cent of all residential housing units that are constructed on the Dockside Lands.

12.2 Dockside Green shall, with each Building Permit application for the construction of a building containing residential housing units, submit to the Director of Planning a report prepared by the project architect or other Qualified Professional, certifying that twenty (20%) per cent of all residential housing units within that building, as designed, will comply with the requirements of the Adaptable Housing Specifications.

12.3 Dockside Green shall, with each application for an Occupancy Permit for a building containing residential housing units, submit to the Director of Planning a report prepared by the project architect or other Qualified Professional, certifying that twenty (20%) per cent of all residential housing units within that building, as constructed, comply with the requirements of the Adaptable Housing Specifications.

12.4 The initial strata bylaws for each strata corporation that is established within a Development Area must permit the rental of not less than twenty (20%) per cent of the residential dwelling units within that strata development.



### 13.0 DEVELOPER'S REPORT AND COMMUNICATION WITH THE PUBLIC AND COUNCIL

13.1 On the third anniversary of the registration of this Agreement in the Land Title Office, and every three years thereafter, until the date of Final Build Out, Dockside Green shall provide the City with a written report as to the matters and in the form referred to in Schedule F to this Agreement.

13.2 Without limiting the provisions of section 13.1 and Schedule F:

- (a) each report submitted to the City under section 13.1 will include a report on the effectiveness of the TDM Measures, such report to be based upon the performance objectives relative to transportation demand management as set out in Schedule C to this Agreement. The City, acting reasonably, may require Dockside Green to amend or alter the TDM Measures for Development Areas for which development permits have not yet been issued in the event that the City determines that the performance objectives set out in Schedule C are not being met, provided that in relation to any such requirements for amendment or alteration of TDM Measures, Dockside Green shall not be required to expend any funds in addition to the funds estimated for the provision of the TDM Strategies as referred to Schedule C; and
- (b) each report submitted to the City under section 13.1 will include a report certified by the LEED ND AP, summarizing all development and construction activities that have taken place on the Dockside Lands in support of certification of the Dockside Lands to the Platinum level of LEED ND v4, and further confirming that in the opinion of the LEED ND AP, the Development of the Dockside Lands to the date of the report has fully met the requirements of the Dockside Green Neighbourhood Plan, and the requirements for certification to LEED ND v4 (Platinum). The form and content of that report are more fully described in Schedule F to this Agreement.

13.3 Dockside Green shall, acting on a commercially reasonable basis, provide on-site signage during the development of the Dockside Lands to inform the public of development activities on the Dockside Lands. Such signage may include links or QR Codes to websites or social media sites that contain more detailed or additional information about the development of the Dockside Lands.

13.4 Dockside Green will work with the community to establish a community liaison group (the "Community Liaison Group") to be based in the Sustainability Centre. The Community Liaison Group will function as a forum for the development and solicitation of innovative ideas in response to issues affecting the Dockside Neighbourhood, and the surrounding community.

- 13.5 Dockside Green's obligations under this Part 13 shall terminate upon Final Build Out.

#### 14.0 DISPUTE RESOLUTION

- 14.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:

- (a) either party may notify the other by written notice ("**Notice of Dispute**") of the existence of a dispute and a desire to resolve the dispute by mediation;
- (b) a meeting will be held promptly between representatives of the parties, to attempt in good faith to negotiate a resolution of the dispute;
- (c) if, within forty-eight (48) hours after such meeting or such further period as is agreeable to the parties (the "**Negotiation Period**"), the parties have not succeeded in negotiating a resolution of the dispute, they may agree to submit the dispute to mediation and to bear equally the costs of mediation;
- (d) if the parties agree to mediation, the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute, and whose area of expertise must be recognized by the individual's professional organization as one that is acceptable for the purpose of acting as a mediator under this Part 14), within forty-eight (48) hours of the conclusion of the Negotiation Period;
- (e) if the parties agree to mediation, the parties will participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator or for such longer period as the parties may agree;
- (f) if the parties are not successful in resolving the dispute through mediation or if the mediation has not commenced within fourteen (14) days following the appointment of the mediator or if the parties cannot agree upon the appointment of a mediator, then the parties may by mutual agreement refer the dispute to a single arbitrator appointed in accordance with the *Arbitration Act* (British Columbia), as amended. The decision of the arbitrator will be final and binding, and the costs of arbitration will be awarded by the arbitrator in his or her absolute discretion; and
- (g) if the parties do not agree to either mediation or arbitration, as the case may be, they may utilize any and all other legal remedies that may be available to them, including court proceedings.



- 14.2 In no event shall the provisions of this Part 14 be construed as impeding or affecting the City's authority to enforce its zoning and other regulatory bylaws.

#### **15.0 PUBLIC BODY**

- 15.1 Nothing contained or implied within this Agreement shall prejudice or affect the duties, rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders or 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.
- 15.2 Nothing in this Agreement shall relieve Dockside Green from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Dockside Lands.

#### **16.0 FORCE MAJEURE**

- 16.1 Neither party will be liable for delay in performing or failure to perform obligations under this Agreement if the delay or failure is directly or indirectly caused by or is a result of any circumstance beyond that party's reasonable commercial control (an event of "**Force Majeure**"), provided the party whose performance has been delayed: (i) provides prompt notice to the other party, stating particulars of the circumstance of Force Majeure and the period of time the occurrence is expected to continue; and (ii) uses diligent efforts to end the failure or delay in performance and to minimize the effects of the event of Force Majeure. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the obligation will be extended by a period equivalent to that during which the performance is prevented by the event of Force Majeure. No lack of money, financing, credit, or any increase in the cost of performing the obligation in question will excuse performance. Without limiting the first sentence of this section 16.1, the following will be circumstances outside a party's reasonable commercial control:
- (a) acts of God, explosion, flood, lightning, tempest, weather conditions, fire or accident;
  - (b) war, hostilities, invasion, or act of foreign enemies;
  - (c) rebellion, revolution, insurrection, military or usurped power, or civil war;
  - (d) riot, civil commotion, or disorder;
  - (e) refusal to grant or delay in granting licenses, permits, approvals, or permissions of any kind (provided that the requested license, permit, approval or permission is consistent with this Agreement), on the part of any governmental authority, including the City, provided that this shall not apply where Dockside Green has failed to comply with any or all

applicable requirements in seeking such licenses, permits, approvals or permissions;

- (f) changes in import or export regulations, or trade embargoes;
- (g) strikes, lock-outs, or other industrial disturbances or trade disputes of whatever nature (whether involving employees of a party to this Agreement or a third party);
- (h) incompleteness or inaccuracy of any information which it is the responsibility of the other party to provide; and
- (i) any failure, default, delay in performance, or act or omission of any nature whatsoever on the part of the other party, or its employees, agents, suppliers, or sub-contractors.

## 17.0 GENERAL PROVISIONS

- 17.1 At Dockside Green's expense, Dockside Green must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Dockside Lands.
- 17.2 Upon the fulfillment of the Affordable Housing Obligations (as defined under the Original MDA) of Dockside Green under the terms of the Original MDA, the City shall provide Dockside Green with a discharge of the Original MDA from the Dockside Lands in registrable form, with the express understanding that following final adoption of the Zoning Amendment Bylaw and the OCP Amendment Bylaw, and until the registration of that discharge:
  - (a) Part 9 of the Original MDA, as amended, shall continue in force and shall apply to the development of the Dockside Lands, except to the extent that Part 12 of this Agreement deals with a matter that is addressed under Part 9 of the Original MDA, and for those matters, this Agreement shall govern the use and development of the Dockside Lands; and
  - (b) the other terms and conditions of the Original MDA, as amended, shall no longer apply to the development of the Dockside Lands.
- 17.3 Upon a discharge of the Original MDA from the Dockside Lands being executed and delivered by the City to Dockside Green, the Original MDA will no longer apply to the Dockside Lands.
- 17.4 Concurrently with the issuance of the Occupancy Permit by the City for all buildings on any Development Area, and provided that all of the covenants under this Agreement that are applicable to such Development Area have been fulfilled, the City shall execute and deliver to Dockside Green a registrable discharge from



the lot on which such buildings are located of the covenants granted to the City to secure Dockside Green's obligations under this Agreement. For certainty, a discharge shall be provided in respect of a Development Area for which an Occupancy Permit has been provided, notwithstanding that the obligation of Dockside Green under section 9.13 has not yet been fulfilled.

- 17.5 Time is of the essence of this Agreement.
- 17.6 Dockside Green covenants and agrees for itself, its heirs, executors, successors and assigns, that subject to the provisions of section 2.3, it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon Dockside Green as personal covenants only during the period of its ownership of any interest in the Dockside Lands.
- 17.7 It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with Dockside Green other than those contained in this Agreement.
- 17.8 The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
- 17.9 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 17.10 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 17.11 The enforcement of this Agreement shall be entirely within the discretion of the City and the execution and registration of the Agreement against title to the Dockside Lands shall not be interpreted as creating any duty on the part of the City to Dockside Green or to any other person to enforce any provision or the breach of any provision of this Agreement.
- 17.12 The restrictions and covenants herein contained shall be covenants running with the Dockside Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the City as a first financial charge against the Dockside Lands.
- 17.13 Dockside Green agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this

Agreement.

- 17.14 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
- 17.15 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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



### CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charges" means the:
  - (i) Mortgage registered under number EX128529 and modified by Modification registered under number FB292318,
  - (ii) Assignment of Rents registered under number EX128530,
  - (iii) Mortgage registered under number FB108910, and
  - (iv) Assignment of Rents registered under number FB108911,
- (c) "Existing Chargeholder" means Vancouver City Savings Credit Union;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charges being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to executed the attached General Instrument - Part 1.

### CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charge" means the Rent Charge registered under number FB39584,
- (c) "Existing Chargeholder" means Dockside Green (Victoria) Society, Incorporation No. S-51826;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charges being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

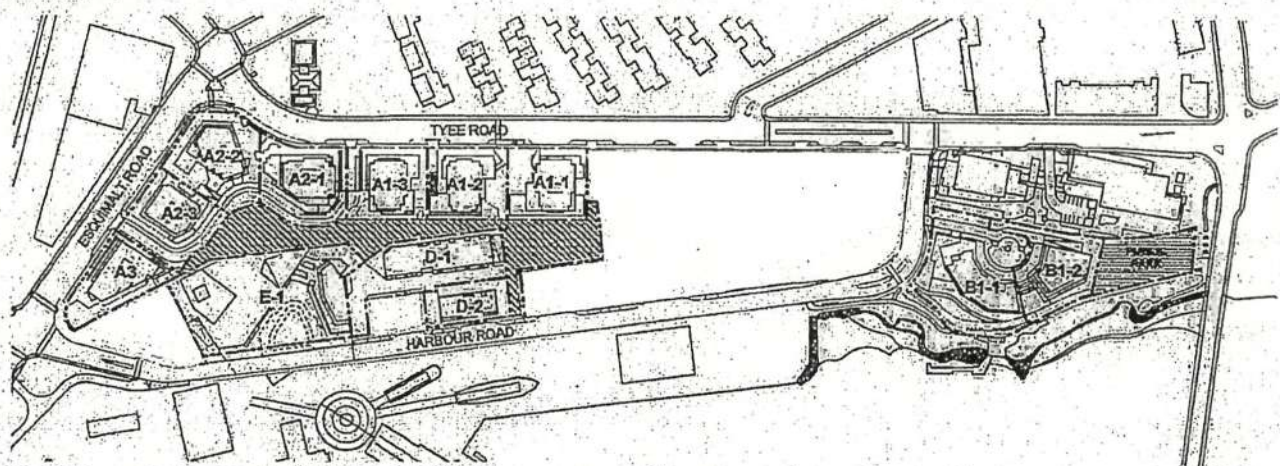
- (ii) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to executed the attached General Instrument - Part 1.



SCHEDULE A  
DEVELOPMENT SITE PLAN

SITE PLAN



- KEY
- EXISTING BUILDING FOOTPRINT
  - PROPOSED BUILDING FOOTPRINT
  - PROPOSED PARKING AREA

DOCKSIDE GREEN - DEVELOPMENT SITES PLAN

Dockside Green Limited Partnership, LTD (Victoria, BC) October 2014 1:10000 ©  
P.00

PWL partnership



**SCHEDULE B**  
**AMENITY DELIVERY PLAN**

## SCHEDULE B AMENITY DELIVERY PLAN

In order to ensure the orderly delivery of public amenities for the Dockside Lands, Dockside Green will deliver the Amenities in phases, as more particularly set out in this Schedule.

This Schedule includes a number of Amenity Delivery Plans with the purpose of defining the required delivery of the Amenities and TDM Measures for each of the Development Areas. Each Amenity Delivery Plan identifies the Amenities and TDM Measures that are to be delivered in conjunction with the development of the applicable Development Area. For certainty, the sequence in which the development of the Development Areas and the delivery of the Amenities may proceed is also subject to sections 7.3 and 7.4 of this Agreement and the provisions therein governing the delivery of the Amenities within Development Area E-1.

To summarize the requirements for the delivery of the Amenities and TDM Measures for each Development Area:

- i) The "Amenity Area" outlined on each Amenity Delivery Plan defines the areas within which Amenities must be completed to a final condition in accordance with Part 7 of this Agreement; and, where applicable,
- ii) The areas described as "Interim Condition" defines areas where Amenities may be completed to an interim condition, but only when the adjoining Development Area has not yet been developed at the time of development of that Development Area. The actual extent to which Amenities may be constructed to an Interim Condition within an Interim Condition area will be subject to the approval of the Director of Planning in accordance with section 7.15.

Where two Development Areas are developed concurrently (i.e. as a single development), the same approach will apply with regards to delivery of the Amenities and TDM Measures for the combined Development Area. Amenities noted on each applicable page of the Amenity Delivery Plan are to be completed to a final condition and, if applicable, Amenities within an "Interim Condition" area may be completed to an interim condition, where the Amenity adjoins a neighbouring Development Area that has not yet been developed at the time of development of the combined Development Areas.

With regards to Dockside Commons and the Dockside Crescent, the majority of those Amenities (particularly the portion within the Dockside Common Area) will be delivered at the time of development of the last of the Development Areas labelled A2-1, A2-2 and A2-3 on the Amenity Delivery Plans. For that purpose, the pages of the Amenity Delivery Plan labelled A2-1, A2-2 and A2-3 are to be read and applied such that the Development Boundary of the last of the Development Areas labelled A2-1, A2-2 and A2-3 to be developed will be deemed to include the Dockside Commons as well as the Dockside Crescent, and for certainty, any portions of the Dockside Crescent that have previously been delivered to an Interim Condition will be completed to their finished condition in accordance with sections 7.17 through 7.19 of this MDA with the development of that last "A2" Development Area.

With regards to the sequence of the development of the Development Areas, some of the pages of the Amenity Delivery Plan state that the Development Area in question "follows" another Development Area (for example, page 2 of the Amenity Delivery Plan states that Development Areas A1-2 "follows" A1-1). For clarification "follows" means



that development of a Development Area which “follows” another Development Area (the “Preceding Development Area”) will not commence until the Amenities and TDM measures required in connection with the Preceding Development Area have been delivered, or security for the same has been provided in accordance with Part 7 of the MDA, subject always to the discretion of the Director of Planning under section 7.6 of the MDA to approve minor variations of the Amenity Delivery Plan.

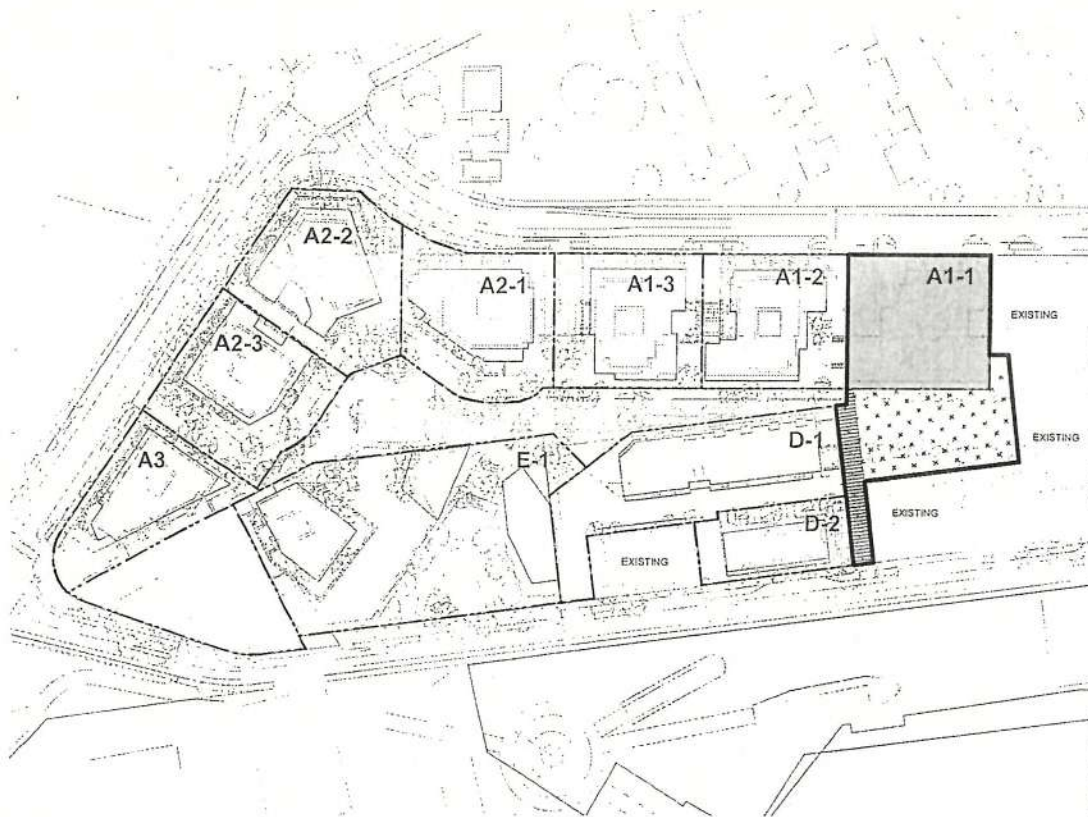
In relation to the application for a Development Permit for any given Development Area, the following steps are to be followed:

1. Before applying for a Development Permit, the City's Director of Planning must be provided with written notice (the “**Notice**”) of which of the Amenity Delivery Plans Dockside Green intends to submit a Development Permit application for. Minor variations to the Amenity Delivery Plans may be permitted subject to the discretion of the Director of Planning under Section 7.6 of this Agreement.
2. Upon providing the Notice, and, if applicable, upon receiving the required approval of the Director of Planning to any minor variations in accordance with Section 7.6, a Development Permit application may be submitted to the City for the Development Area in question. The Development Permit application must include all areas delineated by the Development Boundary as shown on the Amenity Delivery Plan, including but not limited to Interim Condition Areas. Separate Development Permit applications for the Development Area and for other areas within the Development Boundary (such as for the development of Amenities within the Dockside Common Area) may be submitted.
3. Any “Interim Condition Area” that shares a Development Boundary with a completed Development Area must be shown in the Development Permit application as being completed to its finished and final condition. Any “Interim Condition Area” that shares a Development Boundary with an uncompleted Development Area may be shown in the Development Permit application as being constructed to an interim condition.
4. Development Permit applications must include provision for the delivery of all Amenities listed on the applicable Amenity Delivery Plan.
5. Where a particular Development Boundary includes an area that was identified with the development of an earlier Development Area as an “Interim Condition Area”, Dockside Green must include provisions for completing the Amenity within that “Interim Condition Area” to its finished and final condition as part of its Development Permit application. Security for completion of the Amenity within that “Interim Condition Area” must be provided with the Building Permit application for the Associated Development Area, as per section 7.17.
6. Given the integrated nature of the Dockside Lands, temporary vehicle access/turnaround locations may be required with each phase of the development. Location and access/turnaround location details will be submitted as part of a Development Permit application for each Development Area.
7. Building Permit applications for each Development Area must be accompanied by the plans, cost estimates and security for the TDM Measures in types and quantities consistent with the list of TDM Measures set out on the applicable

Amenity Delivery Plan – see section 8.2 of this Agreement for reference. For certainty, the “Bike Racks” referred to in the Amenity Delivery Plans are the “Additional Bike Racks” required under section 5 of Schedule C to this Agreement. Additionally, and as per section 13 of Schedule D to this Agreement, concurrently with the first application for a Building Permit on the Dockside Lands, Dockside Green will provide the City with a financial contribution of \$85,500 for improvements to the bike lane infrastructure on Harbour Road.

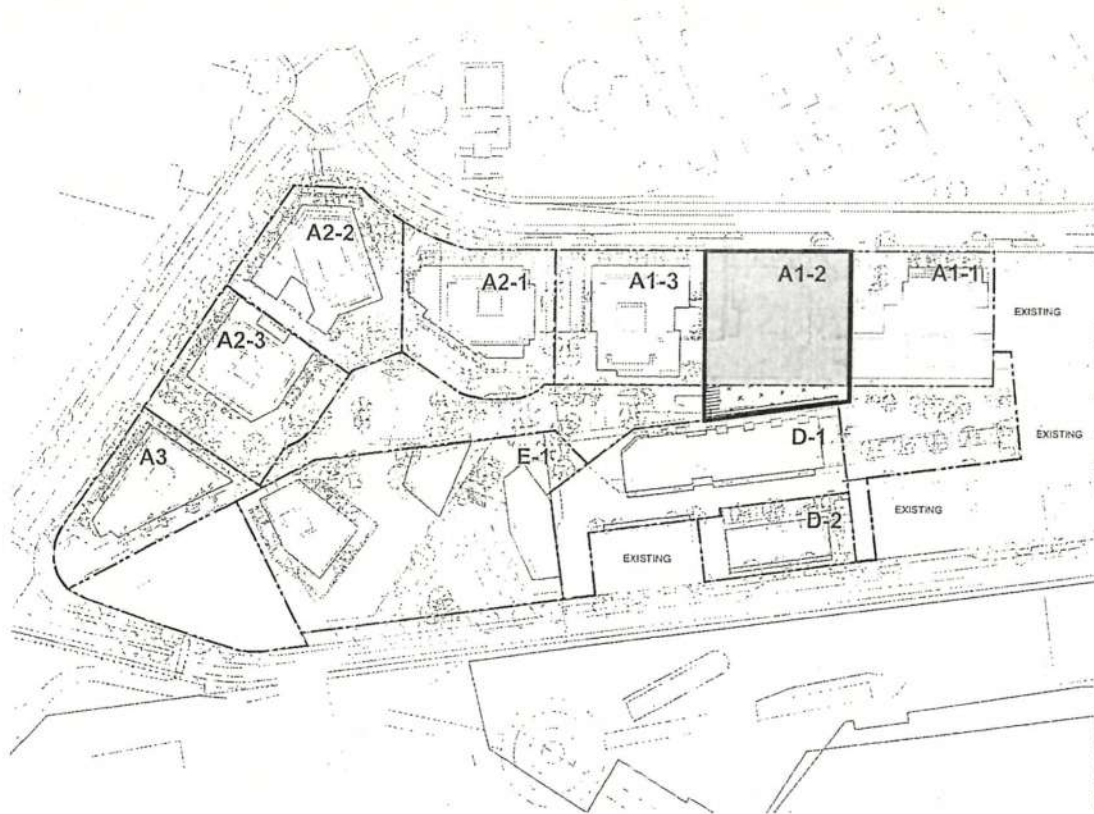
In the event of any inconsistency between the information set out above, and the terms and conditions of Part 7 and Part 8 of this Agreement, the applicable provisions of Part 7 and Part 8 of this Agreement shall govern.





# DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250



**A1-2**  
Follows A1-1

**KEY**

-  DEVELOPMENT PARCEL
-  AMENITY AREA
-  DEVELOPMENT BOUNDARY
-  INTERIM CONDITION AREA

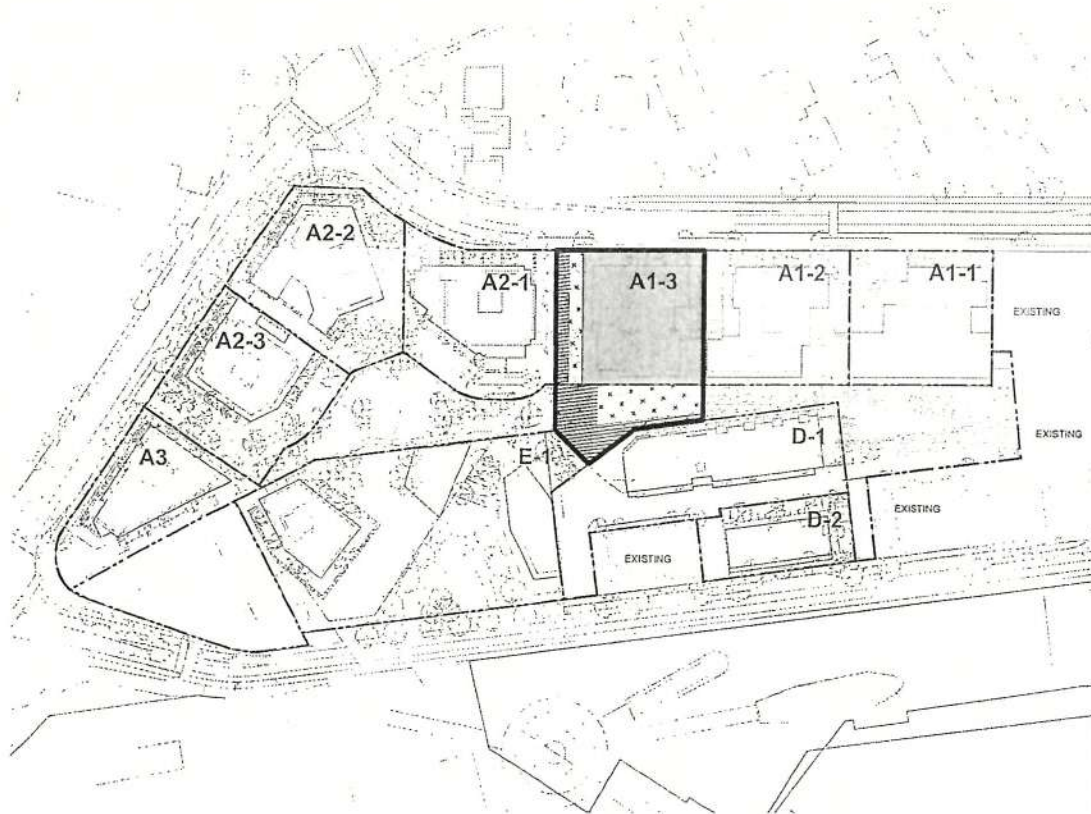
**AMENITIES TO BE DELIVERED**  
• PARTIAL GREENWAY

TOM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	2
BUS SHELTER	1
CAR SHARE VEHICLE	1
EDUCATION GRANT	1
MOBILITY HUB SIGNAGE	1

**DOCKSIDE GREEN | AMENITY DELIVERY PLAN**

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250





**A1-3**  
Follows A1-2

**KEY**

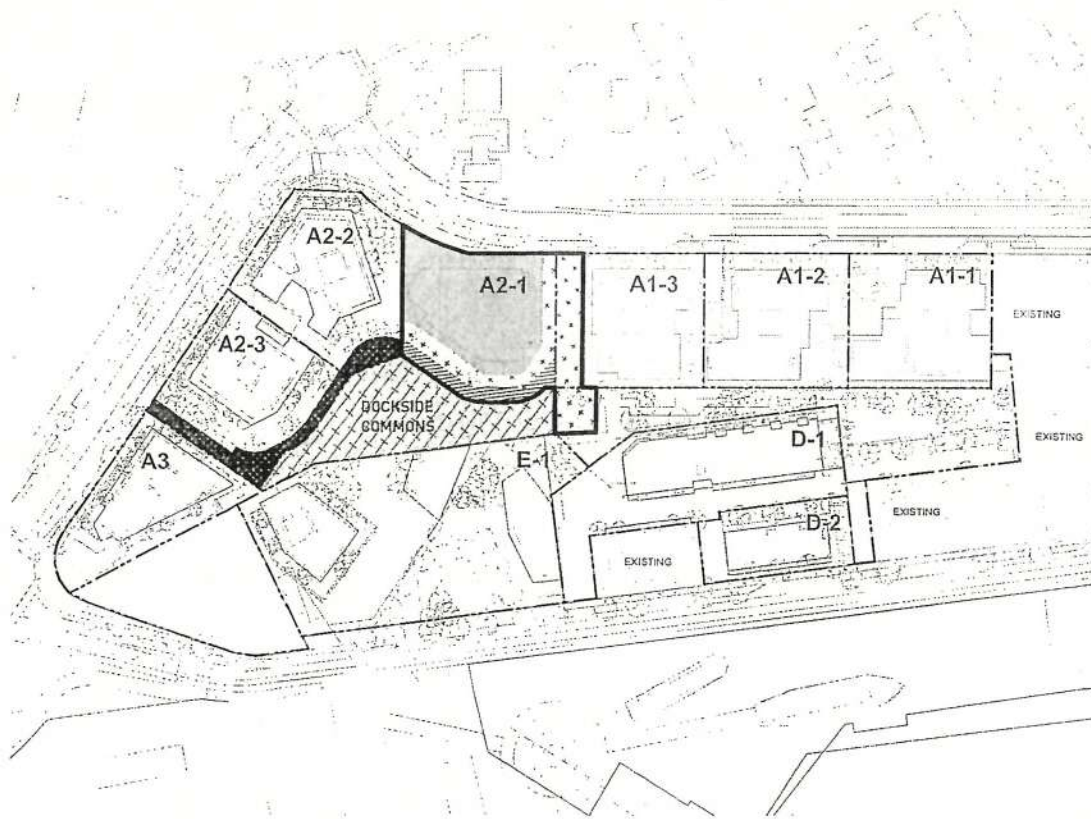
- DEVELOPMENT PARCEL
- AMENITY AREA
- DEVELOPMENT BOUNDARY
- INTERIM CONDITION AREA

- AMENITIES TO BE DELIVERED**
- PARTIAL GREENWAY
  - PARTIAL DOCKSIDE CRESCENT

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	0
CAR SHARE VEHICLE	0
EDUCATION GRANT	0
MOBILITY HUB SIGNAGE	0

**DOCKSIDE GREEN | AMENITY DELIVERY PLAN**

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1 250



A2-1

#### KEY

- DEVELOPMENT PARCEL
- AMENITY AREA
- DEVELOPMENT BOUNDARY
- INTERIM CONDITION AREA
- DOCKSIDE COMMONS
- DOCKSIDE CRESCENT

#### AMENITIES TO BE DELIVERED

- PARTIAL DOCKSIDE CRESCENT\*
- SIGNAGE (ENVIRONMENTAL)
- PARTIAL GREENWAY
- DOCKSIDE COMMONS\*\*

\* THIS AMENITY WILL BE DELIVERED IN ITS ENTIRETY IF A2-1 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES.

\*\* THIS AMENITY WILL BE DELIVERED IF A2-1 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES (I.E. A2-1, A2-2 AND A2-3)

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	2
CAR SHARE VEHICLE	1
EDUCATION GRANT	1
MOBILITY HUB SIGNAGE	1

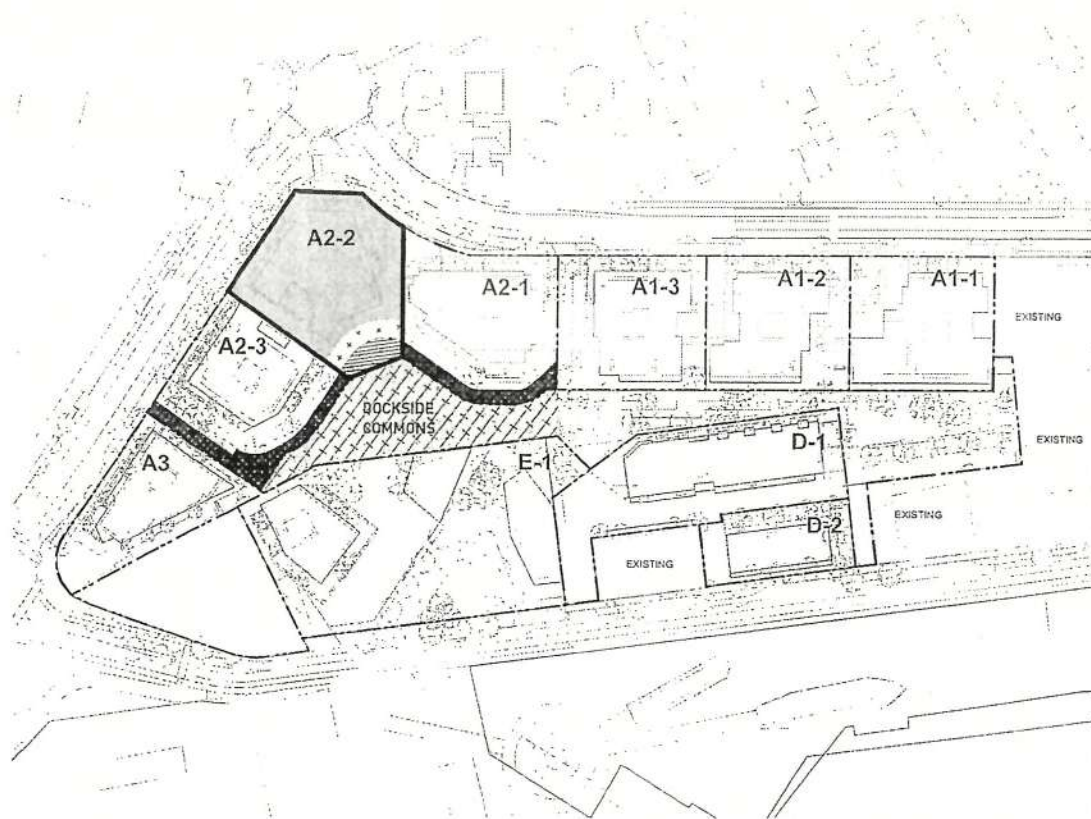
#### DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250



PWL partnership





## A2-2

Follows A2-1 or A2-3

### KEY

- DEVELOPMENT PARCEL
- AMENITY AREA
- DEVELOPMENT BOUNDARY
- INTERIM CONDITION AREA
- DOCKSIDE COMMONS
- DOCKSIDE CRESCENT

### AMENITIES TO BE DELIVERED

- PARTIAL DOCKSIDE CRESCENT\*
- DOCKSIDE COMMONS\*\*

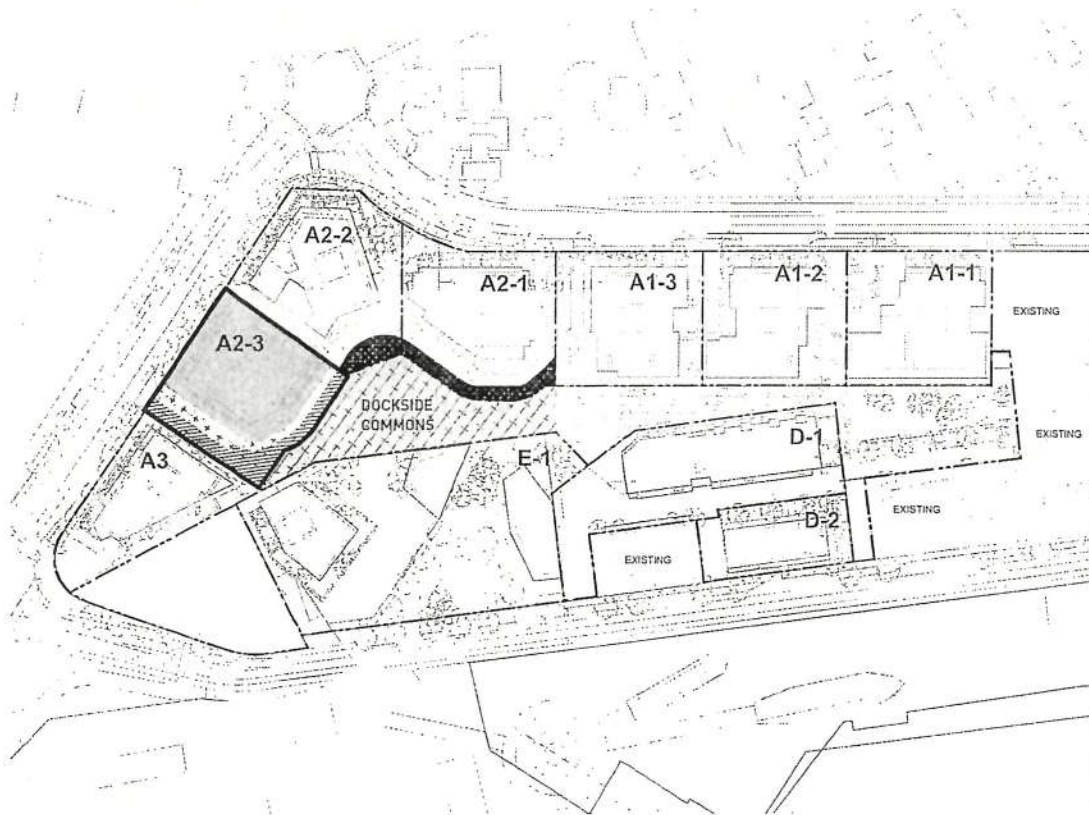
\* THIS AMENITY WILL BE DELIVERED IN ITS ENTIRETY IF A2-2 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES.

\*\* THIS AMENITY WILL BE DELIVERED IF A2-2 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES (I.E. A2-1, A2-2 AND A2-3)

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	0
CAR SHARE VEHICLE	0
EDUCATION GRANT	0
MOBILITY HUB SIGNAGE	0

## DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1 250



## A2-3

### KEY

- DEVELOPMENT PARCEL
- AMENITY AREA
- DEVELOPMENT BOUNDARY
- INTERIM CONDITION AREA
- DOCKSIDE COMMONS
- DOCKSIDE CRESCENT

### AMENITIES TO BE DELIVERED

- PARTIAL DOCKSIDE CRESCENT\*
- DOCKSIDE COMMONS\*\*

\* THIS AMENITY WILL BE DELIVERED IN ITS ENTIRETY IF A2-3 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES.

\*\* THIS AMENITY WILL BE DELIVERED IF A2-3 IS THE LAST DEVELOPMENT AREA OF THE A2 DEVELOPMENT AREA SERIES (I.E. A2-1, A2-2 AND A2-3)

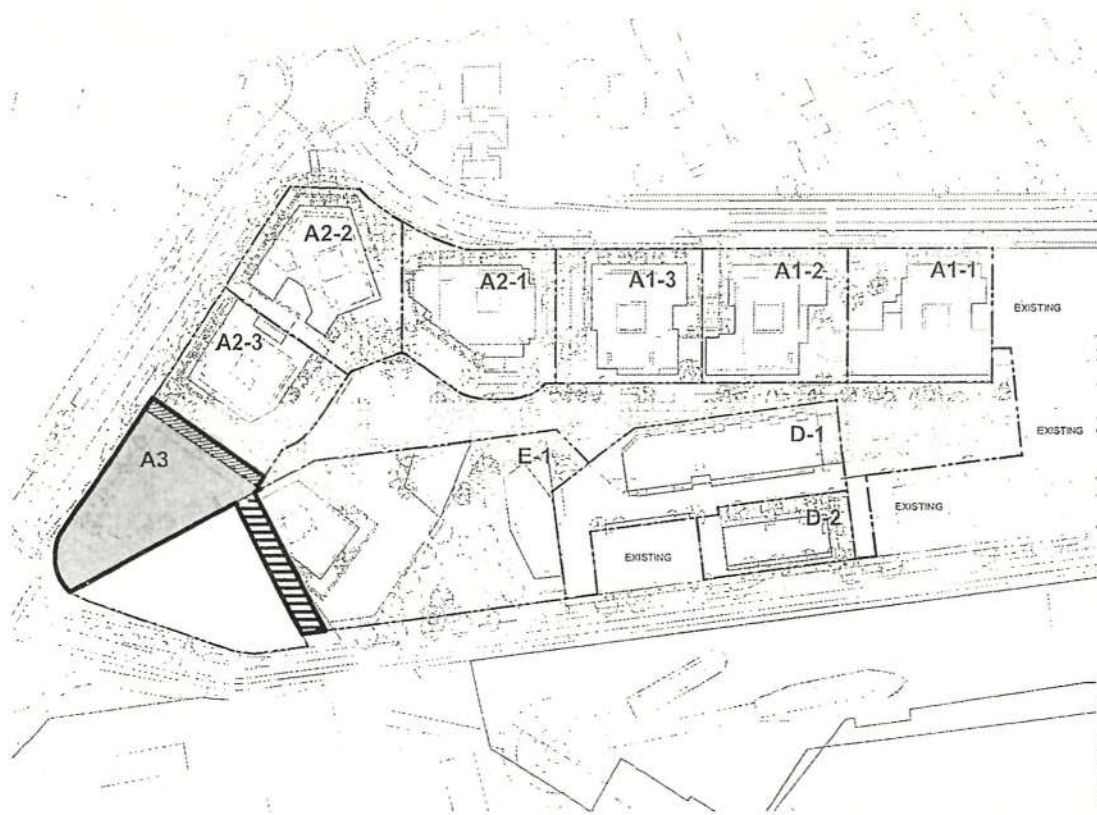
TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	0
CAR SHARE VEHICLE	1
EDUCATION GRANT	1
MOBILITY HUB SIGNAGE	1

## DOCKSIDE GREEN | AMENITY DELIVERY PLAN

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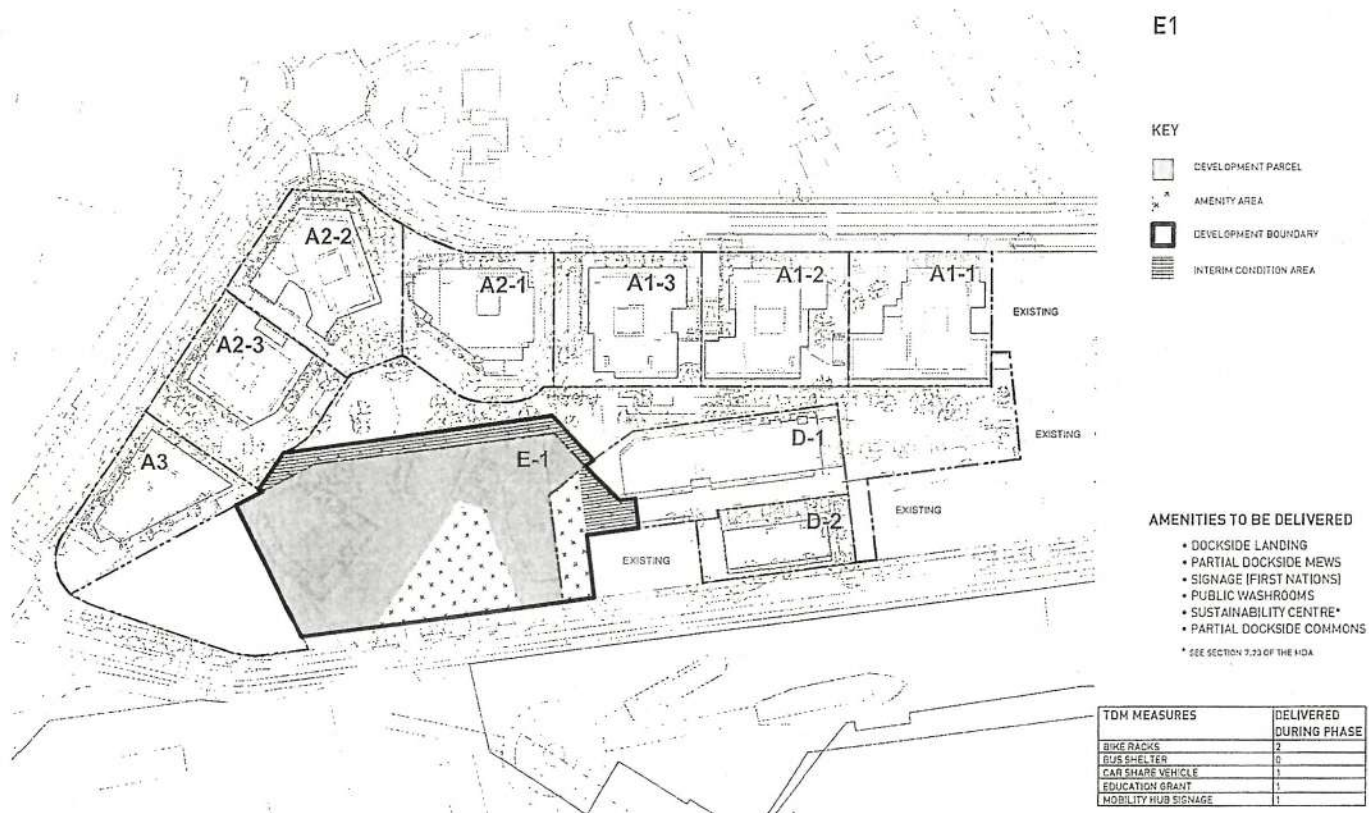




# DOCKSIDE GREEN | AMENITY DELIVERY PLAN

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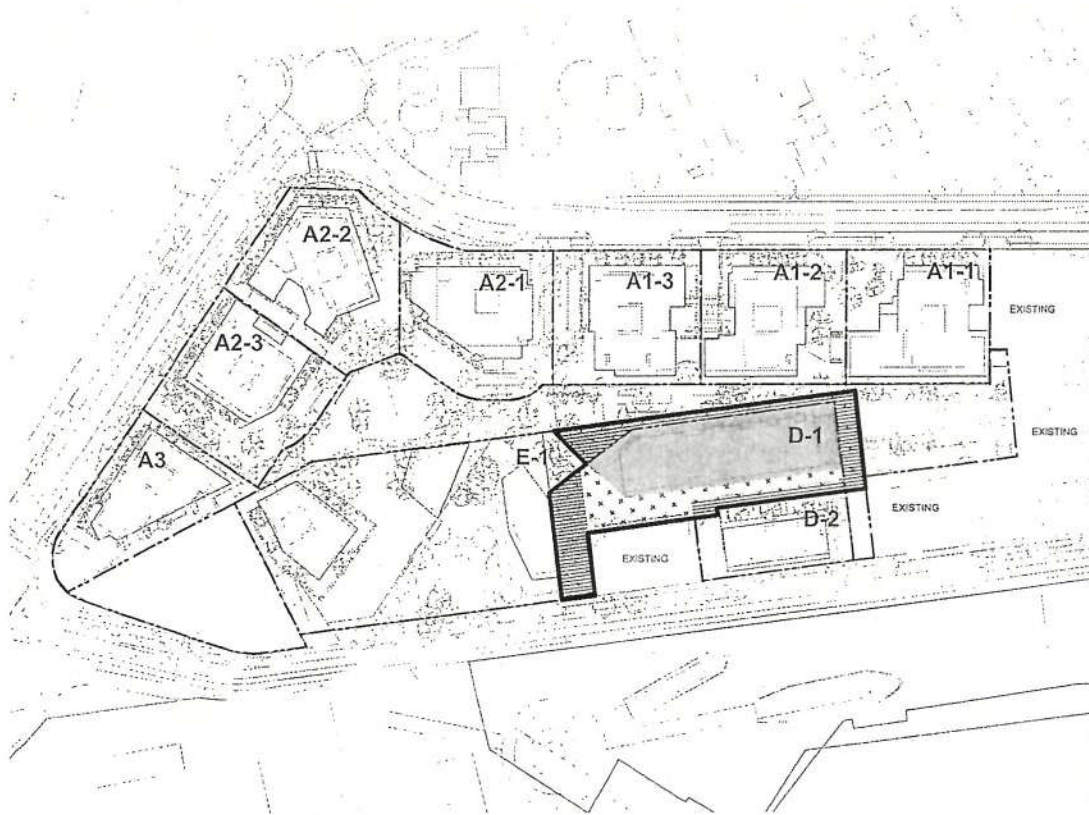




# DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250

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D1

#### KEY

- DEVELOPMENT PARCEL
- AMENITY AREA
- DEVELOPMENT BOUNDARY
- INTERIM CONDITION AREA

AMENITIES TO BE DELIVERED

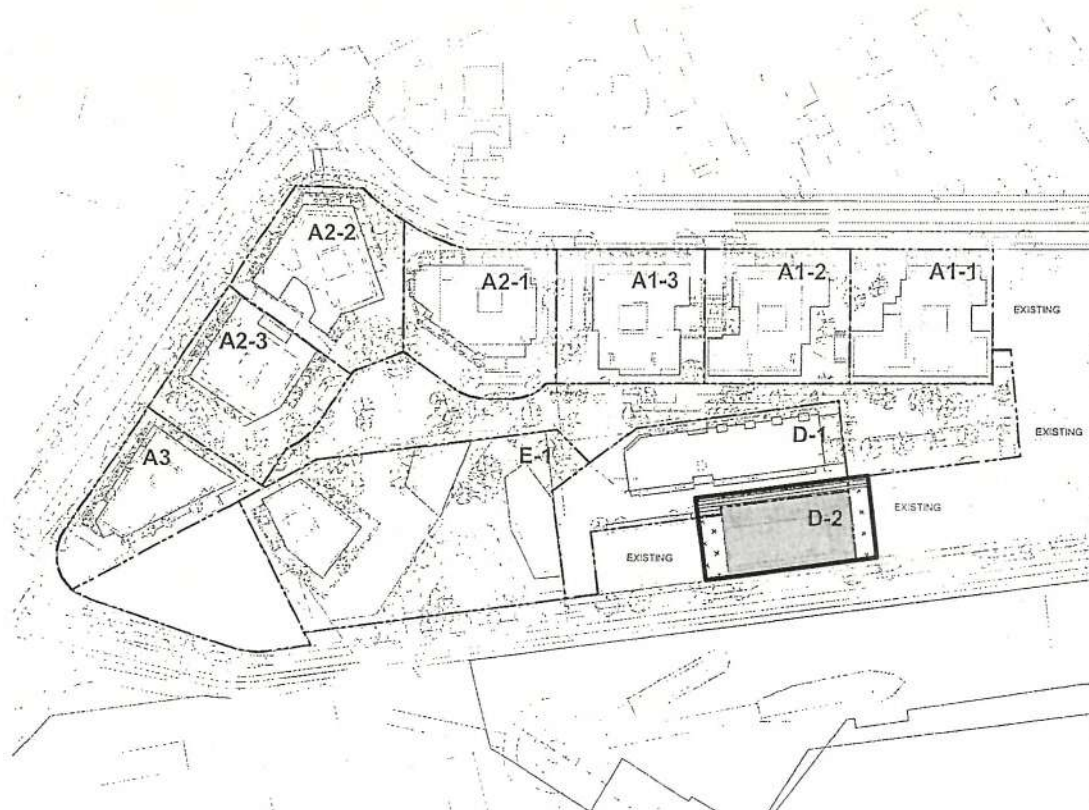
- PARTIAL DOCKSIDE MEWS
- PARTIAL GREENWAY

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	0
CAR SHARE VEHICLE	1
EDUCATION GRANT	1
MOBILITY HUB SIGNAGE	1

#### DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1 250

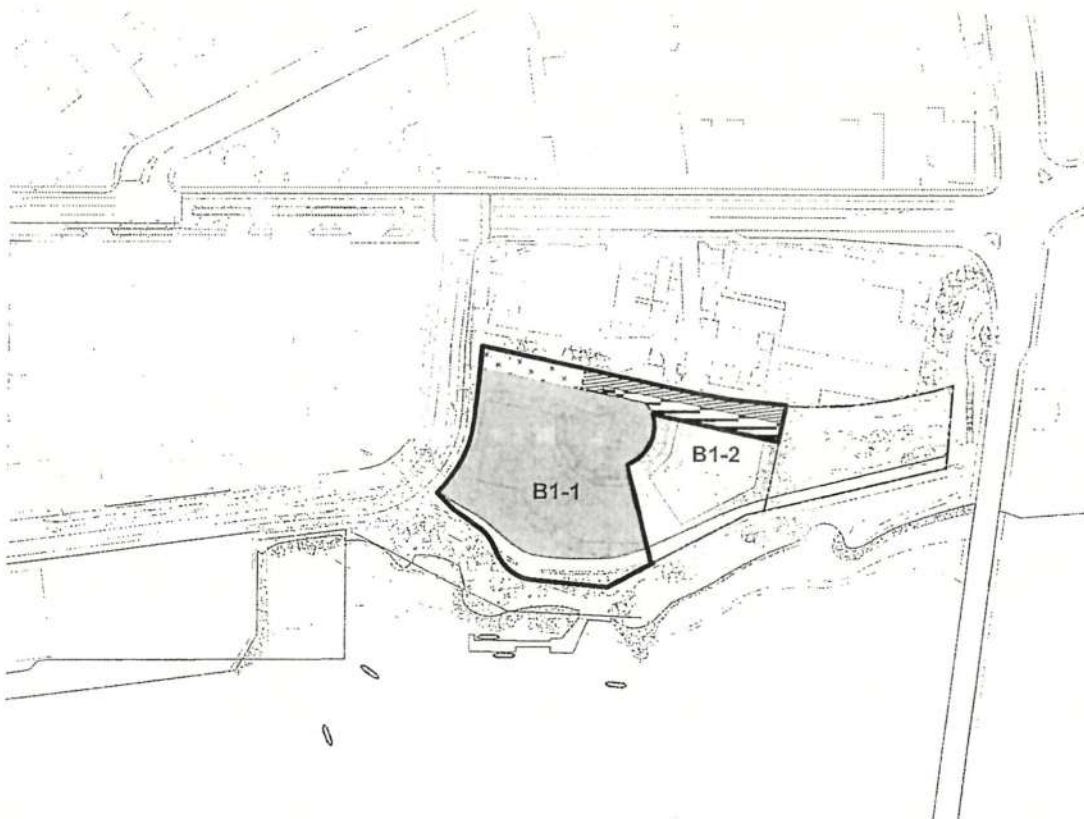




## DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250

PWL partnership



B1-1

KEY

-  DEVELOPMENT PARCEL
-  AMENITY AREA
-  DEVELOPMENT BOUNDARY
-  INTERIM CONDITION AREA
-  POTENTIAL PARKADE ACCESS

AMENITIES TO BE DELIVERED  
• PARTIAL WATERFRONT MEWS

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	12
BUS SHELTER	0
CAR SHARE VEHICLE	0
EDUCATION GRANT	0
MOBILITY HUB SIGNAGE	0

DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250





**B1-2**  
Follows B1-1

- KEY**
- DEVELOPMENT PARCEL
  - AMENITY AREA
  - DEVELOPMENT BOUNDARY

- AMENITIES TO BE DELIVERED**
- DOG PARK (PUBLIC PARK)
  - PARTIAL WATERFRONT MEWS

TDM MEASURES	DELIVERED DURING PHASE
BIKE RACKS	1
BUS SHELTER	0
CAR SHARE VEHICLE	1
EDUCATION GRANT	1
MOBILITY HUB SIGNAGE	1

## DOCKSIDE GREEN | AMENITY DELIVERY PLAN

Dockside Green Limited Partnership, LTD | Victoria, BC | November 25 2016 | 1:1250



**SCHEDULE C**  
**TRANSPORTATION DEMAND MANAGEMENT MEASURES**

## SCHEDULE C

### TRANSPORTATION DEMAND MANAGEMENT (TDM) MEASURES

#### 1. Car Share Program

For the purposes of this Schedule, "Car Share Program" means a program operated by a co-operative, society or other organization that provides for the common use of one or more motor vehicles by the program's members.

Dockside Green will provide six (6) car share vehicles free of charge to the Car Share Program, in phases as outlined in Schedule B of this Agreement.

Dockside Green will provide a one-time Car Share Program membership for each residential and commercial unit constructed on the Dockside Lands, and will provide that membership to the first owner or occupant of the applicable unit within 6 months after the later of: (a) an occupancy permit for the unit is issued, or (b) the first sale of that unit. Dockside Green will provide information on the Car Share Program to members and the Development Area Purchaser(s).

Any ongoing fees or costs associated with the car share membership following the initial one time membership provided by Dockside Green will be the responsibility of the resident or commercial unit owner.

Dockside Green will dedicate six (6) parking spaces on-site for sole use by car share vehicles in locations satisfactory to the organization operating the Car Share Program. The City may at its discretion provide or remove dedicated on-street parking spaces on Tyee Road or Harbour Road for the Car Share Program. If on-street parking spaces are provided by the City for the Car Share Program to the satisfaction of the organization operating the Car Share Program, Dockside Green may convert the dedicated on-site parking spaces into short-term visitor parking. However, should the City, at its discretion, subsequently remove an on-street parking space made available for the Car Share Program, Dockside Green shall immediately make available a dedicated parking space on-site for the sole use of car share vehicles in a location satisfactory to the organization operating the Car Share Program.

#### 2. BC Transit

Dockside Green will work closely with BC Transit to address peak hours (7:30am to 8:30am and 4:00pm to 5:00pm, Monday to Friday excepting holidays) and encourage BC Transit to improve transit service to the Dockside Green Lands.

Dockside Green will also explore other strategies with BC Transit to promote ridership and to ensure bike racks exist on buses serving the development.

As part of this work Dockside Green will provide two (2) Class 3 bus shelters in sequence as outlined in Schedule B of this Agreement. Specifications on the Class 3 bus shelter are noted below:

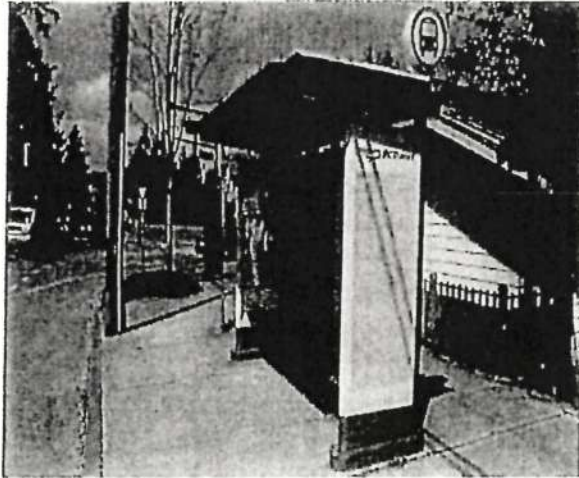


Figure 1 – Class 3 Bus Shelter

Class (or Type) 3 bus shelters shall include the following:

- Roof system with wood slat
- Support columns
- Side and back panels
- Three person wooden bench
- Graphics side and back panel inserts
- Directory panel

As contemplated by section 11.9(a) of this Agreement, Dockside Green agrees that the two new bus shelters will require a Statutory Right of Way in favour of the City.

### 3. Mobility Hub Signage



The underlying approach of the Dockside Green TDM Measures is to concentrate travel options and TDM investments into mobility hubs located adjacent to high density land uses or at key access points to the site, recognizing the surrounding neighbourhood context and existing transportation infrastructure. Mobility hubs will consist of directional signage which comprises of information to walking and cycling routes on-site and adjacent to the site, and to nearby travel options such as bus stops, car-share vehicles and the harbour ferry.

Signage may also include supporting information such as transit rates, route and schedule information, car share instructions and rates, and weblinks (or QR codes) to additional information online. Dockside Green will provide and install six (6) mobility hubs signs in sequence as outlined in Schedule B of this Agreement.

Figure 2 – Example of Mobility Hub Signage



#### **4. Bicycle Storage**

With the construction of each building on the Dockside Lands, Dockside Green will provide bicycle racks to the LEED ND v4 standard or City standard (as prescribed in the City's Zoning Regulation Bylaw, as amended from time to time), whichever is greater.

#### **5. Additional Bicycle Racks**

In addition to the bicycle racks provided under section 4, sixteen (16) additional bike racks will be provided above grade, at publically accessible locations throughout the Dockside Lands. Each rack must be sized to accommodate no less than ten (10) bicycles. These bike racks will be provided in sequence in accordance with the Schedule B of this Agreement.

#### **6. Education**

A key to Dockside Green's strategy is working with key interest groups like bicycle associations, BC Transit, Post Secondary Institutions etc. to explore innovative TDM approaches that Dockside Green can support or test on site.

Dockside Green will provide a total of six (6) grants of \$3,500 each to help support key interest groups for the use of promotional or education events at the Dockside Lands related to cycling, transit and pedestrian travel. Grants will be provided in sequence as outlined in Schedule B of this Agreement. Award of the grant to the recipient group or organization will occur via a Request for Proposal (RFP) process undertaken by Dockside Green. The provision of these grants are exempt from items 8.2 (c) and (d) of this Agreement, but for greater certainty, and in accordance with section 8.2((b) of this Agreement, Dockside Green must provide the Director of Planning with evidence that arrangements to the reasonable satisfaction of the Director have been made to provide each grant, before any buildings within the applicable Development Area are occupied.

SCHEDULE D  
AMENITIES – LIST AND DESCRIPTIONS

## SCHEDULE D AMENITIES LIST AND DESCRIPTION

The following is a list of amenities being provided for the Dockside Neighbourhood. The monetary value of the amenities noted under sections 8, 9, 10 and 13 of this Schedule D will be adjusted by the percentage increase, if any, in the CPI from January 1, 2017 to January 1 of the year that the applicable amenity is delivered. "CPI" means the All-Items Consumer Price Index for Victoria, B.C. published from time to time by Statistics Canada, or its successor in function.

1. **Greenway:** The Greenway will be constructed in accordance with the Design Guidelines and will include the following components:
  - a. **North South Pedestrian trails and connections:** This represents the path through the site north/south along the Greenway including benches along the path.  
  
The north/south path will focus primarily on pedestrian access. The path will be barrier-free. Separation of public open space from adjacent residential uses would be achieved with natural planted areas, and water bodies comprised of a linear system of detention ponds and water channels. This will be a major ecology feature for the Dockside Neighbourhood with a constant flow of water.
  - b. **Green Space:** This includes a mixture of plantings, irrigation, rainwater collection for the Greenway system and other miscellaneous planting on site.
  - c. **Waterways:** The Dockside Neighbourhood will exhibit the qualities of an urban watershed. Like a natural watershed, runoff will be contained, dissipated and channeled through a hierarchy of waterways that will employ biological processes to clean and filter water as it moves down slope. Treated water from the sewage treatment facility and run-off from roofs, streets and hard landscaped areas will flow into the central north/south water channel to be detained and cleansed within the Dockside Neighbourhood. Human intervention using weirs, runnels, ponds and stream channels will be added to assist, reveal and celebrate the natural processes at work.
2. **Dockside Commons:** Dockside Commons will be constructed in accordance with the Design Guidelines and will include a publicly-accessible lawn that provides several multi-use opportunities: passive recreation, active play, and assembly. Dockside Commons is to offer a setting with primarily softscape and minimal hardscape intervention. Dockside Commons will offer restorative opportunities, including shade trees and decorative grass, perennial and shrub planting wherever possible.
3. **Dockside Landing Plaza:** Dockside Landing Plaza will be constructed in accordance with the Design Guidelines and will serve as the primary urban plaza for the project. The Dockside Landing Plaza will include a consistent pedestrian zone along the retail edges, bollards, planters and surface treatments that clearly delineate pedestrian-only areas as well as a one-way vehicle access to allow for on-street parking and loading. Street trees and public seating will be included to support circulation along with provisions for bike and car share parking.
4. **Dockside Mews/Dockside Crescent:** Dockside Mews and Dockside Crescent are mixed use streets that accommodate parking and loading for a range of vehicle sizes in conjunction with safe passage for pedestrians and cyclists. Each of these streets will be constructed in accordance with the Design Guidelines. One (1) set of stairs from the Greenway north-south pedestrian trail system to Dockside Mews will be included. Parking areas will include natural swales and vegetated areas.



5. **Waterfront Mews:** Waterfront Mews will include: (a) the provision of 12 vehicle parking spaces for general public use; (b) a public pathway from these parking spaces through the sites described as B1-1 and B1-2 in Schedule A, connecting to the Public Park (Dog Park); and (c) a pathway system within the Public Park to allow unobstructed access to the Galloping Goose Trail.
6. **Playground (The Playroom):** Located in the North/South Greenway, the playground will act as a neighbourhood play area for children and will be located adjacent to the Greenway. This playground will provide opportunities for naturalized play within its landforms and natural materials. The playground will be constructed in accordance with the Design Guidelines where this amenity is referred to as "The Playroom."
7. **Public Park (Dog Park):** Located at the northern end of Dockside Green, this public park will include a 500m<sup>2</sup> area which will be set aside for small dogs. Perimeter fencing is to be used to enclose this area to provide safe containment for the dogs and their owners. The park will also incorporate signage, waste bags, and a dog-friendly water fountain to encourage use of this amenity. The park will be designed to the satisfaction of the Director of Parks and is further described in Schedule K of this Agreement. Further the park will be dedicated to the City as per section 7.26 of this Agreement.
8. **Public Art:** In this section:
  - a. "Public Art" means artistic visual works selected, commissioned, created or donated for locations in a public space or facility accessible to members of the public, and includes works of a permanent or temporary nature located in the public domain, but does not include:
    - (i) reproduction, by mechanical or other means, of original works of art,
    - (ii) decorative, ornamental or functional elements which are designed by an architect with no consultation with artists, or
    - (iii) landscape elements not specifically designed as an integral part of a public art project.
  - b. "Professional Artist" means a person who by virtue of professional training, exhibition history and/or critical review is recognized as skilled in creating works of art.

Public Art will be delivered in Development Area A3 as outlined in Schedule B of this Agreement.

Dockside Green will commission local Professional Artist(s) and provide Public Art to the value of \$75,000 that supports the themes of historic uses (marine, industrial, First Nations) and environmental features of the Dockside Lands.

Prior to Dockside Green making any binding contractual commitments for the provision of Public Art, Dockside Green must submit to the City a plan describing the full details of any proposed Public Art installation. The plan will demonstrate compliance with the requirements of this Schedule D, to the reasonable satisfaction of the Director of Planning.

9. **Historical, First Nations Signage:** Dockside Green will provide signage in Development Area E-1, as outlined in Schedule B of this Agreement, which will reflect the culture and history of the Esquimalt and Songhees First Nations which occurred on the Dockside Lands.

Dockside Green shall be responsible for consultation with both the Esquimalt and

Songhees First Nations regarding form and content of the interpretative information. The signage provided by Dockside Green must have a value (including costs incurred in consultation with First Nations and design, production and installation costs) of \$10,000.

10. **Environmental Signage:** Dockside Green will provide interpretive signage highlighting the storm water management system at Dockside Green. This signage will be located within or immediately adjacent to the southern edge/termination of the Greenway and will describe the approach to water conservation and reuse on the site. This amenity will be provided concurrently with the development of Development Area A2-1 as outlined in Schedule B of this Agreement. The signage provided by Dockside Green must have a value (including design, production and installation costs) of \$10,000.
11. **Sustainability Centre:** Dockside Green will contribute \$400,000 to the Sustainability and Social Enterprise Centre (the "**Centre**") in accordance with section 7.23 of this Agreement under the following general terms:
  - a. The Centre will be located in Development Area E-1 as per Schedule A of this Agreement.
  - b. The components of the Centre will be determined by the Sustainability and Social Enterprise Committee (the "**Committee**") which will comprise of appointees from Dockside Green, the City and Vic West Community.
  - c. The Committee will prepare a Request for Proposal ("**RFP**") for interested organizations who will own or lease and operate the Centre at Dockside Green.
  - d. Selection of the successful proposal will be made by the Committee upon review of all proposals provided prior to the deadline as established by the Committee.
  - e. To make the economics of the Centre viable, it is anticipated that:
    - (i) the owner or tenant of the Centre will be a co-operative, post-secondary institution or other non-profit organization (the "**Transferee**"); and
    - (ii) the successful proponent of the RFP process may seek low interest rate financing for the Centre from Vancity or some other financial institution.
  - f. Upon the establishment of the Centre, Dockside Green's obligations with respect to the Centre shall terminate provided Dockside Green has made a financial contribution of \$400,000 to the Transferee that was used towards the construction and set-up of the Centre.
12. **Public Washroom:** Dockside Green will provide a public washroom in Development Area E-1 as outlined in Schedule B of this Agreement. The washroom will include two (one male and one female) accessible washrooms, built of durable quality materials and apply design which considers family use and CPTED principles. Such washroom is to be constructed on the basis that it is to be as vandal-proof and inexpensive to maintain as is reasonably possible and is to include a hot water connection for janitorial use. Such washroom may be located inside or outside a principal building. As a minimum the Public Washroom will be open and accessible to the general public during daylight hours (sunrise to sunset).
13. **Improvements to Bike Lane Infrastructure:** Dockside Green will provide the City with



a financial contribution of \$85,500 for improvements to the bike lane infrastructure on Harbour Road. This financial contribution will be paid concurrently with the first application for a Building Permit on the Dockside Lands.



**SCHEDULE E**  
**ADAPTABLE HOUSING SPECIFICATIONS**

## BASIC ADAPTABLE HOUSING

### BASIC ADAPTABLE HOUSING

The following Basic Adaptable Housing features are required in all newly-constructed buildings serviced by an elevator containing multiple dwelling, nursing homes or rest homes class A or B uses.

The requirements of Schedule "B" Section (g) do not apply to multiple dwelling units smaller than 42 m<sup>2</sup> (450 ft<sup>2</sup>) provided that a bathroom consistent with Section (g)(iii) of this Schedule "E" is available to all occupants within the building.

#### (a) Building Access

- (i) Barrier-free access from the street shall be provided to each dwelling unit and to each type of common amenity space.
- (ii) Barrier-free access from a private parking area shall be provided to each dwelling unit and to each type of common amenity space.
- (iii) Access to the elevator shall be provided from both the street entry and a private parking area entry.
- (iv) A covering over a level building entry area, of 1500mm by 1500mm shall be provided.
- (v) No intercom user functions shall be higher than 1220mm above the finished paved area.
- (vi) Wiring for an automatic door opener shall be provided at each of the required barrier-free entries.

#### (b) Doors and Doorways

- (i) The minimum clear opening for all suite entry doors and doors in common areas shall be no less than 850 mm. (See Figure 1)
- (ii) The minimum clear opening for all interior doors within a dwelling unit shall be no less than 800mm. (See Figure 1)
- (iii) Doors in all suites and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.

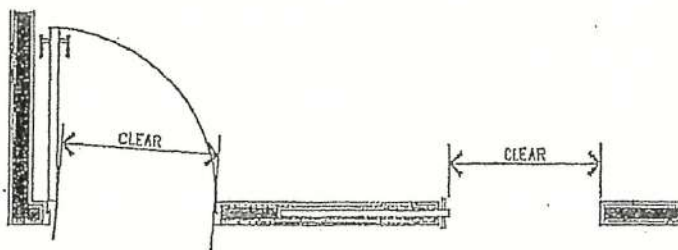


FIGURE 1 CLEAR OPENING MEASUREMENT FOR DOORS

(c) Manoeuvring Space at Doorways

- (i) Suite entry doors and door assemblies in common areas (except those which are not self-closing) shall have a clear and level area which is not less than the following:
- (1) Where the door swings toward the area (pull door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 2)

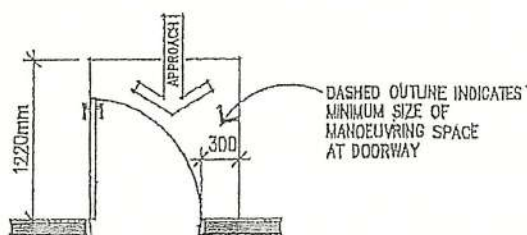


FIGURE 2 FRONT APPROACH, PULL SIDE

- (2) Where the door swings away from the area (push door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 3)

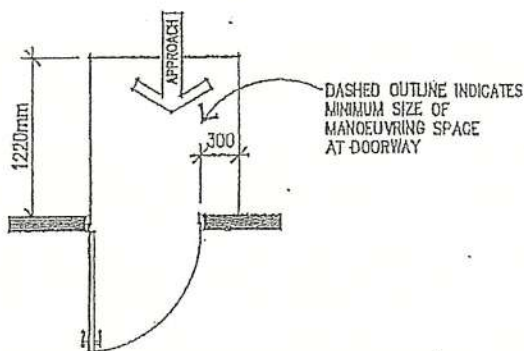


FIGURE 3 FRONT APPROACH, PUSH SIDE



- (4) Where there are doors in a series in common areas, there must be separation of at least 1220mm plus the width of the door, (See Figure 4)

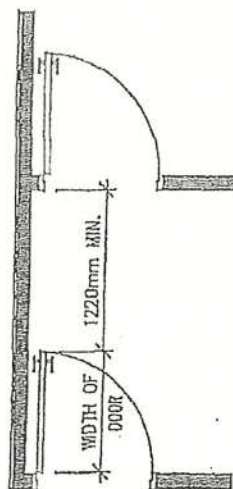


FIGURE 4 SEPARATION OF DOORS IN SERIES

(d) Corridor widths

Common corridors shall be no less than 1220mm wide.

(e) Thresholds

Thresholds shall be kept to a minimum, and in all suites and common areas shall not exceed 13mm.

(f) Outlets and Switches

- (i) Light switches shall be located between 1015mm and 1120mm from the floor.
- (ii) Electrical outlets, cable outlets, and telephone jacks shall be located not less than 450mm from the floor.

## (g) Bathrooms

- (i) There shall be at least one bathroom with toilet and sink on the main entry level of each suite which provides enough floor space to be "minimally accessible" and shall meet the following space requirements:

- (1) Clear floor area of 760mm by 1220mm beyond the swing of the door.  
(See Figure 5)

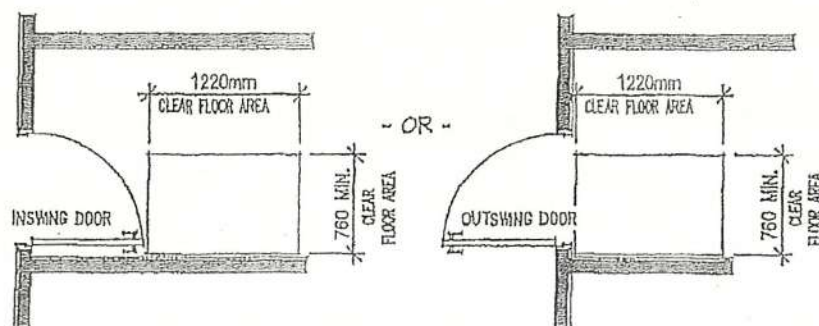


FIGURE 5 CLEAR FLOOR AREA BEYOND SWING OF DOOR

- (2) Clear floor area at the tub of 760mm by 1220mm, or 1220mm by 760mm, measured from the foot end of the tub. (See Figure 6)

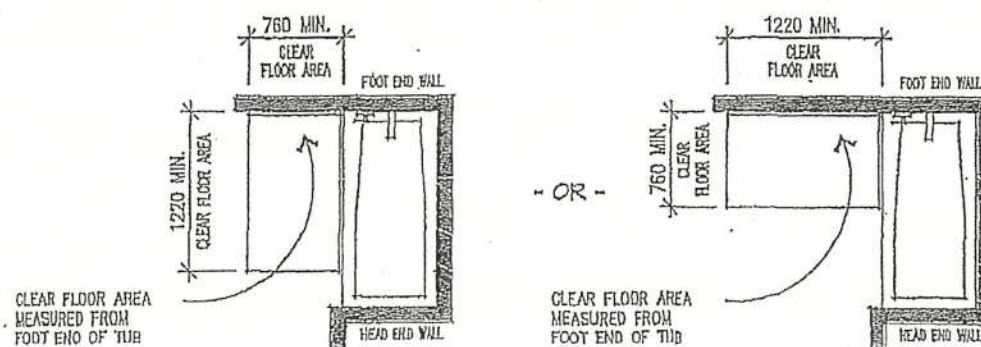


FIGURE 6 CLEAR FLOOR AREA AT TUB

- (3) Clear floor area at the sink of 760mm by 1220mm positioned for a parallel approach and centred on the sink. (See Figure 7)

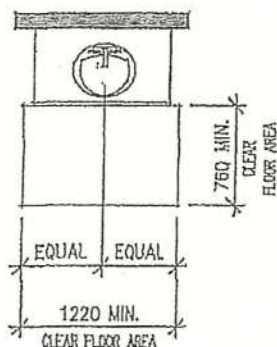


FIGURE 7 CLEAR FLOOR AREA AT SINK

- (4) Toilets shall meet the following space provisions: (See Figure 8)
- Lateral distance from the centre line of the toilet to a bathtub or sink shall be 455mm minimum on one side and 380mm minimum on the other. Where the toilet is adjacent to a wall, the lateral distance from the centre line of the toilet to the wall shall be 455mm with 380mm minimum on the other side.
  - Clear floor area at the toilet of 1420mm minimum (measured from the wall behind the toilet) by 1220mm minimum (measured from a point 455mm from the centre line of the toilet on the side designated for future grab bars).
  - The vanity or sink on the wall behind the toilet may overlap the clear floor required for the toilet.

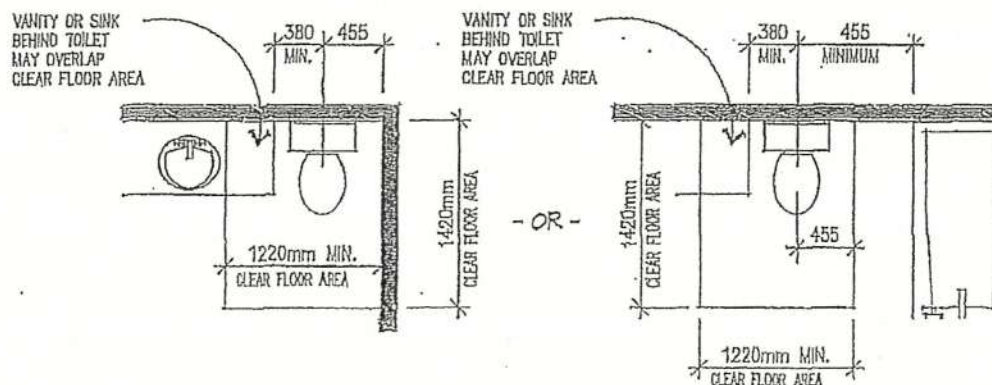


FIGURE 8 CLEAR FLOOR AREA AT TOILET



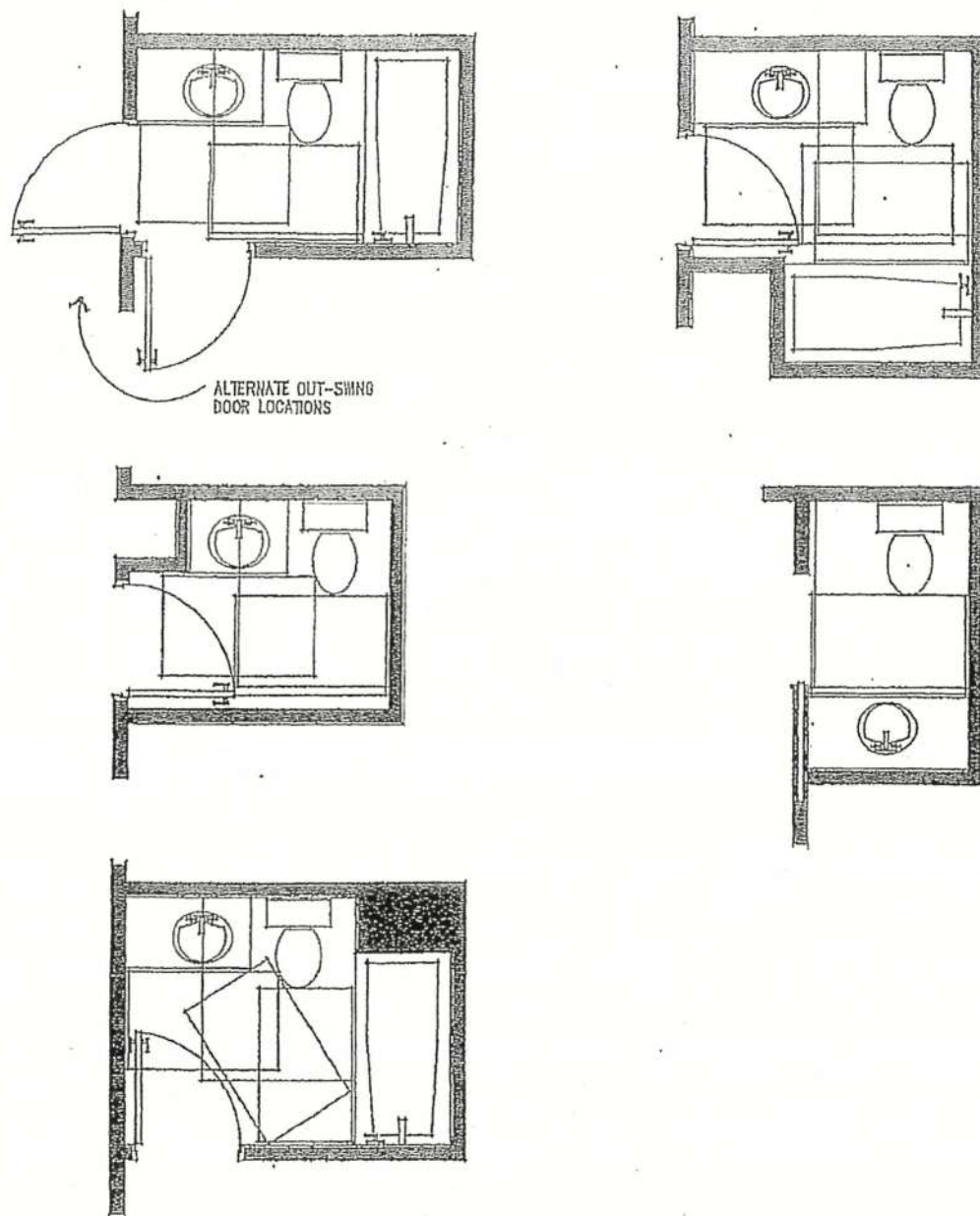


FIGURE 9 EXAMPLES OF BATHROOMS WITH FLOOR AREA TO SUIT  
"MINIMALLY ACCESSIBLE" REQUIREMENTS

- (ii) Solid blocking in walls around toilets, tub/shower, and behind towel bars shall be provided in all bathrooms as illustrated in Figure 10.
- (iii) Where bathrooms are provided to serve common amenity spaces, at least one shall be wheelchair accessible as described in the B.C. Building Code (1998) Sentence 3.7.4.8.(1)

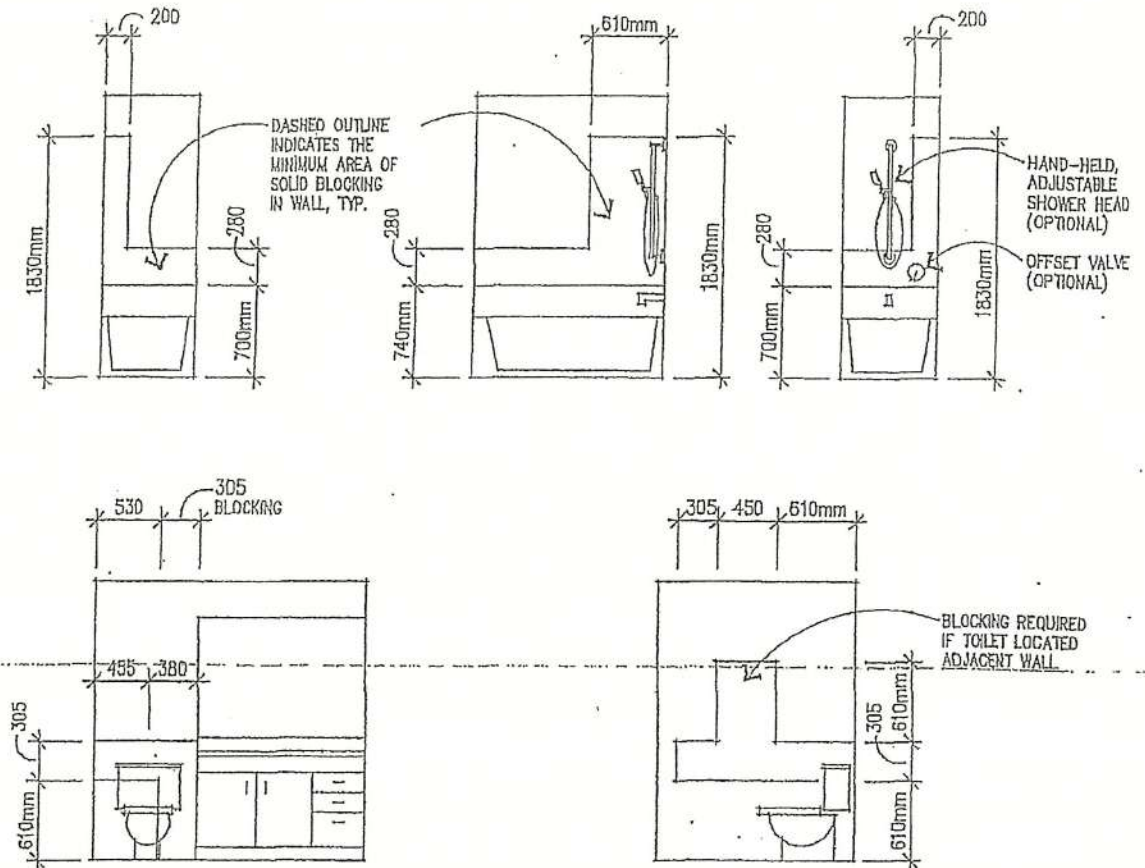


FIGURE 10 BLOCKING REQUIREMENTS

SCHEDULE F  
DOCKSIDE GREEN THREE YEAR REPORT CONTENT



## SCHEDULE F

### DOCKSIDE GREEN THREE YEAR REPORT - FORM AND CONTENT

The intent of the Dockside Green 3 Year Report (the “**Report**” in this Schedule F) is to inform the City of the performance of Dockside Green every three (3) years. The measures reported on will assist the City in measuring the environmental, social and economic long-term effects and benefits of Dockside Green as described below. The format of the Report will include title page, table of contents and report body.

The Report body will consist of three parts:

1. **General Objectives:** These items relate to the build out of the Dockside Lands and include Land Use and Public Realm Delivery.
2. **Transportation Demand Management (TDM):** These items relate to the status and effectiveness of the TDM measures delivered within the Dockside Lands.
3. **LEED ND:** These items relate to status and standing of the Dockside Lands under the LEED ND v4 system.

The timeline to provide this report is once every three (3) years. The first report will be provided to the City within the first three (3) months of 2019 with subsequent reports provided every three years thereafter. Dockside Green’s reporting obligations under this Schedule F shall terminate twelve (12) months following Final Build Out, at which time Dockside Green will provide one final report.

For further clarity the following table outlines items to be addressed within the Report:

#### GENERAL OBJECTIVES:

Item	Objective	Reporting Content
1-A	Create a broad mix of residential units that satisfies a broad range of income brackets, ages and unit tenure.	Information provided will include, but will not be limited to, total new residential building floor area, the number of new residential units, the characteristics of those units (no. of bedrooms and floor area) and whether those units are strata ownership, rental or affordable.
1-B	Mix of land use supports post construction local employment.	Identify new non-residential building floor area, including a breakdown a breakdown of floor area attributed to retail, office and other non-residential uses. If known, the number of new employees attributed to each non-residential use will be provided.
1-C	Support local education.	Coordination/collaboration with local learning institutions to support education and training opportunities.
1-D	Create a broad mix uses consist with the Development Concept.	Summary of any Development Area currently within permitting process or actively under construction, and anticipated start and completion target dates.
1-E	Overall development density doesn't vary from approved density.	Total building floor area (and Floor Space Ratio) at Dockside Green, including breakdown of floor area attributed to residential, retail, office and other non-residential uses.

1-F	The development limits impact to municipal infrastructure and utilities (sewer, water, storm sewer, power).	Indicate the status of the on-site sewage treatment system, grey water reuse and district energy system.
1-G	The development will provide for or accommodate open/green space.	Indicate which public spaces have been delivered over the reporting period.
1-H	The development encourages a sense of connectedness and a sense of community.	Status of pedestrian, cyclist and vehicle connections, intersections, gateways and crossings.
1-I	The development will provide the amenities described in Schedule D consistent with the phasing outlined in Schedule B.	Status of delivery of amenities as described in Schedule D.

## TRANSPORTATION DEMAND MANAGEMENT

Item	Objective	Reporting Content
2-A	The development encourages alternate modes of transportation.	<ol style="list-style-type: none"> <li>1. Status of the provision of six car share vehicles for the Dockside Lands.</li> <li>2. Number of car share memberships issued</li> <li>3. Status of implementation of new bus shelters and improved transit service from BC Transit.</li> <li>4. Status of provision of additional bicycle racks.</li> <li>5. Status on implementation of Mobility Hub Signage.</li> <li>6. Status on award and implementation of the Education Grants related to awareness and innovative TDM approaches.</li> </ol>
2-B	The development encourages alternate modes of transportation now and in the long term.	Inclusion of a supplementary report by a Qualified Professional evaluating the effectiveness of TDM measures implemented to date on the Dockside Lands.

## LEED ND & SUSTAINABILITY

Item	Objective	Reporting Content
3-A	The Dockside Lands strive to obtain the highest LEED ND certification feasible.	Summary of Dockside Green's LEED ND v4 status which will include a supplementary report by a LEED ND AP detailing the progress towards LEED ND v4 Built Project Certification. This supplementary report will summarize status of each prerequisite and all targeted credits and resulting anticipated final point total.
3-B	Continued pursuit of other sustainable development strategies.	<p>Update on the status of any new individual buildings at Dockside Green that are required to either attain LEED Gold certification or required to include the Green Building Requirements outlined in Schedule G.</p> <p>Details of any other sustainability development strategies employed across the site.</p>

**SCHEDULE G**  
**GREEN BUILDING REQUIREMENTS**



## SCHEDULE G

### GREEN BUILDING REQUIREMENTS

Every building developed within the Dockside Lands, is required to comply with the Green Building Requirements set out in this Schedule G. Each building will demonstrate its achievement of the described Green Buildings Standards summarized in the Table below.

Green Building Component	Requirements	Compliance Documentation
<i>Floodplain Avoidance</i>	All buildings must demonstrate they meet the Floodplain Avoidance ASCE 24 Standards ("ASCE 24 standards").	<ol style="list-style-type: none"> <li>1. Pre-construction – A letter from a Qualified Professional indicating the building has been designed to ASCE 24 standards or greater.</li> <li>2. Post-Construction - Letter of assurance from a Qualified Professional indicating the building has been built to ASCE 24 standards or greater.</li> </ol>
<i>Building Energy Efficiency</i>	All buildings must demonstrate with an energy model that building energy efficiency will be 12% better than ANSI/ASHRAE/IESNA Standard 90.1-2010 (the "Energy Efficiency standards").	<ol style="list-style-type: none"> <li>1. Pre-construction – A letter from a Qualified Professional summarizing the building components proposed to be included that will allow the building to meet or exceed the Energy Efficiency standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating the building has been built to meet or exceed the Energy Efficiency standards.</li> </ol>
<i>Indoor Water Use</i>	All buildings must demonstrate a 40% reduction in annual indoor water consumption when compared to the Baseline as defined by LEED ND v4 (the "Indoor Water Use standards").	<ol style="list-style-type: none"> <li>1. Pre-construction – A letter from a Qualified Professional summarizing the building components included that will allow the building to meet or exceed the Indoor Water Use standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that the building has been built to meet or exceed the Indoor Water Use standards.</li> </ol>
<i>Outdoor Water Use</i>	All buildings must demonstrate a 50% reduction in on-site outdoor water use when compared to the Baseline as defined by LEED ND v4 (the "Outdoor Water Use standards").	<ol style="list-style-type: none"> <li>1. Pre-construction - Letter of assurance from a Qualified Professional indicating that the building's landscaping has been designed to meet Outdoor Water Use standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that the building's landscaping has been installed or planted to meet Outdoor Water Use standards.</li> </ol>
<i>Wastewater Management</i>	All buildings must connect to on-site sewage treatment system (the "Wastewater Management standards").	<ol style="list-style-type: none"> <li>1. Pre-construction - Letter of assurance from a Qualified Professional indicating that the building has been designed to meet Wastewater Management standards or should be provided an exemption according to section 10.2 of this Agreement (in which case a report from a LEED NP AP is also required).</li> <li>2. Post-construction – Letter of assurance from a Qualified Professional that the building has been built to meet Wastewater Management standards. If an exemption has been granted then no letter is needed for this requirement post-construction.</li> </ol>

Green Building Component	Requirements	Compliance Documentation
<i>Light Pollution Reduction</i>	Meet the on-site light pollution requirements as per the LEED ND v.4 requirements (the " <b>Light Pollution Reduction standards</b> ").	<ol style="list-style-type: none"> <li>1. Pre-construction - A letter from a Qualified Professional summarizing the building components included that will allow the building to meet or exceed the Light Pollution Reduction standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that the building has been built to meet or exceed the Light Pollution Reduction standards.</li> </ol>
<i>Sound Attenuation</i>	Incorporate sound mitigation and attenuation measures and covenant as per the requirements of the MDA (the " <b>Sound Attenuation standards</b> ").	<ol style="list-style-type: none"> <li>1. Pre-construction - A letter from a Qualified Professional summarizing the building components included that will allow the building to meet or exceed the Sound Attenuation standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that the building has been built to meet or exceed the Sound Attenuation standards.</li> </ol>
<i>Bicycle Facilities</i>	Bike parking that meets LEED ND v.4 (the " <b>Bike Parking standards</b> ").	<ol style="list-style-type: none"> <li>1. Pre-construction - Letter of assurance from a Qualified Professional indicating that the development has been designed to meet the Bike Parking standards.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that bike parking in the development has been provided in accordance with the Bike Parking standards.</li> </ol>
<i>Community Outreach</i>	Ongoing engagement with the community including at the pre-application and post-construction stages.	<ol style="list-style-type: none"> <li>1. Pre-construction - Letter from Dockside Green or a Development Area Purchaser confirming the date and time, location and attendance of the public engagement session held in advance of formal Development Permit submission to the City. A summary of comments and modifications made as an outcome of that process will also be included in the letter.</li> <li>2. Post-construction - Letter from the Development Area Purchaser confirming the ongoing communication with community through the construction process including circulation of newsletters, posting on websites, signage or social media.</li> </ol>
<i>Visitability and Universal Design</i>	A minimum of 20% of all new dwelling units shall meet at least one of the three established options under the LEED ND v.4 Visitability and Universal Design standards (the " <b>Visitability and Universal Design Requirements</b> ").	<ol style="list-style-type: none"> <li>1. Pre-construction - Letter from a Qualified Professional indicating that the development has been designed so that a minimum of 20% of all new dwelling units meet at least one of the three options under the Visitability and Universal Design requirements.</li> <li>2. Post-construction - Letter of assurance from a Qualified Professional indicating that the development has been built with at least 20% of all new dwelling units meeting at least one of the three options under the Visitability and Universal Design requirements.</li> </ol>

**SCHEDULE H**  
**NOISE AND NUISANCE MITIGATION MEASURES**



## SCHEDULE H

### NOISE AND NUISANCE MITIGATION MEASURES

1. With each Development Permit application for the construction of a building containing residential dwelling units, Dockside Green shall provide the Director of Planning with a report and recommendations prepared by a professional engineer specializing in acoustics and noise control engineering (the "**Noise Abatement Report**"), demonstrating to the satisfaction of the Director of Planning that the noise level from off-site sources, as received in those portions of the proposed building listed in the table reproduced below, shall not exceed the noise level expressed in decibels in the table reproduced below. For the purposes of such report, the impact of any exterior noise from off-site activity in excess of quantitative bylaw standards, if any, applicable to such off-site activity shall be excluded. For the purposes of this section "noise levels" means the A-Weighted 24 hour Equivalents ("**LEQ**") sound level measured in decibels as set out in the Canada Mortgage and Housing Commission (Road and Rail Noise: Effects on Housing, 1986).

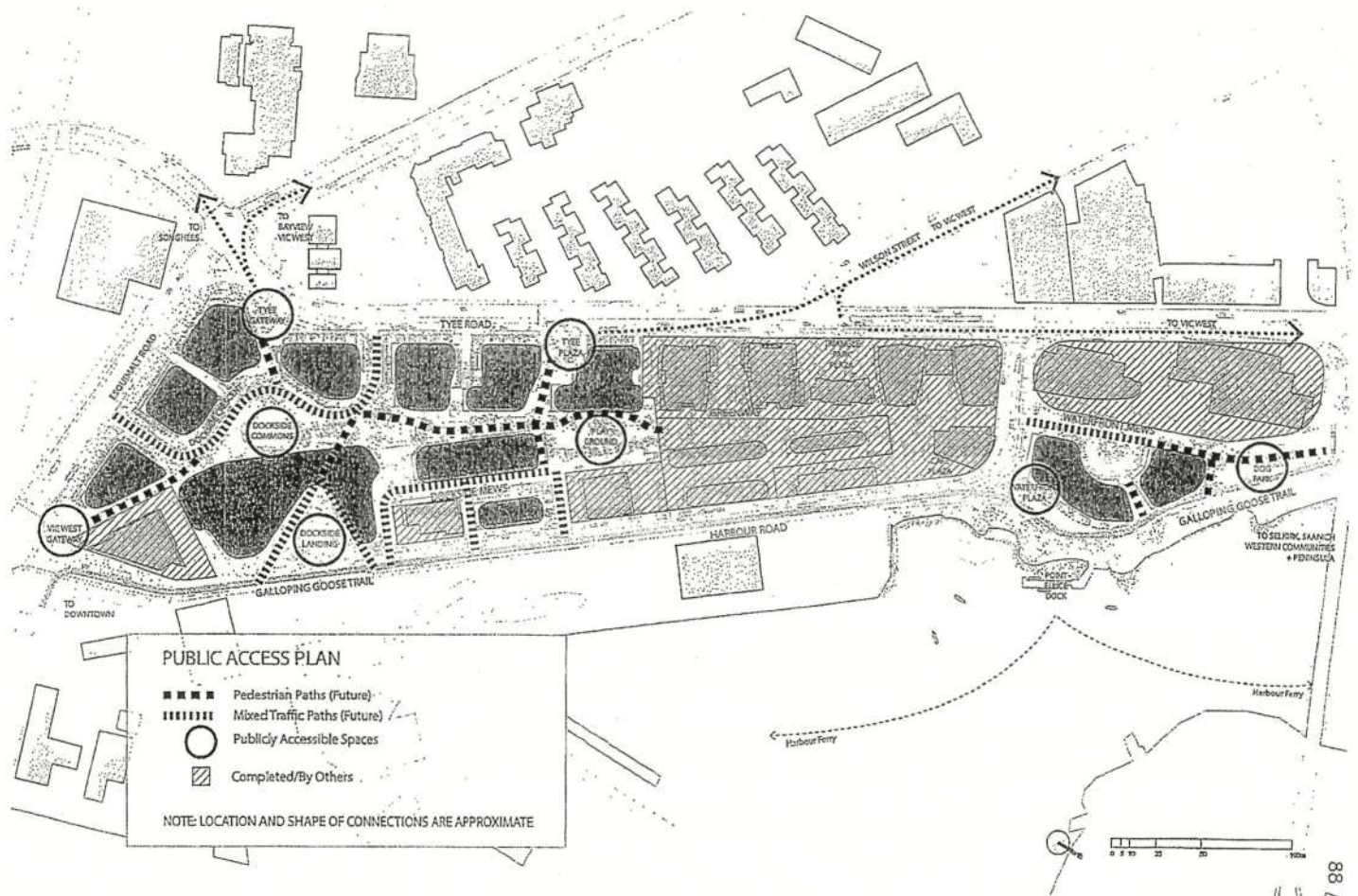
Portion of Dwelling Unit	Noise Levels (decibels)
Bedrooms	35
Living, Dining, Recreation Rooms	40
Kitchen, Bathrooms, Hallways	45

2. Prior to the City's issuance of a Development Permit for any building on the Dockside Lands that is the subject of a Noise Abatement Report, Dockside Green shall grant to the City a Covenant pursuant to section 219 of the *Land Title Act*, in the form attached as Schedule "L" to this Master Development Agreement, to be registered against the title to the Development Area where that building is to be constructed, and which covenant shall:
  - (a) require that the noise abatement or reduction recommendations contained in each Noise Abatement Report, which may include some or all of the measures listed in section 3 and 4 of this Schedule "H", are incorporated into the design and construction of the building that was the subject of that report; and
  - (b) prohibit the owner or future owners of that building from removing or altering the noise abatement or reduction building components recommended in the Noise Abatement Report.
3. Without limiting the requirements of section 1 of this Schedule "H", Dockside Green will utilize all or some of the following measures to assist with noise mitigation:

- (a) Duct air directly to suites using either a central or individual heat recovery ventilator (HRV) approach.
  - (b) Improved acoustic performance of the wall assembly.
  - (c) Window design uses low E, argon filled glazing units with further glazing enhancements, such as strengthened glass and varying glass thickness to maximize sound wave length frequency reduction installed on noisy faces of buildings.
  - (d) Minimum R20 to R25 thermal insulation will be used depending on face of building.
  - (e) Orient building faces and windows to reduce noise concerns.
  - (f) Locate bedrooms away from noise where possible.
  - (g) Locate air exhausts away from operable windows and air intakes.
  - (h) Noisy industrial uses will be constructed of concrete or concrete block with proper insulation values to decrease noise transmission.
  - (i) The use of solarium balconies in living areas.
  - (j) Pervious surface areas to reduce traffic sounds.
4. Other noise and nuisance mitigation measures that may be utilized on a site-wide basis to satisfy the requirements of this Schedule "H" are as follows:
- (a) Sound insulation and acoustic properties of walls.
  - (b) Traffic calming design measures (roundabouts and traffic crossings) in the plan will reduce traffic noise.
  - (c) Source control for noise and pollution.
  - (d) Controlling air leakage in certain industrial and retail uses like restaurants.
  - (e) Limiting construction work to specific hours.

SCHEDULE I  
PUBLIC ACCESS PLAN





**SCHEDULE J**

**FORM OF STATUTORY RIGHT OF WAY/MAINTENANCE COVENANT (PUBLIC  
ACCESS TO AMENITIES/PUBLIC CIRCULATION)**

SCHEDULE J – STATUTORY RIGHT OF WAY/MAINTENANCE COVENANT (PUBLIC  
ACCESS TO AMENITIES/PUBLIC CIRCULATION)

Terms of Instrument—Part 2

Page 6

STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT – PUBLIC ACCESS AREA

THIS AGREEMENT is dated for reference •, 201• and is made between the Transferor, the Transferee and • (in respect of priority only).

WHEREAS:

- A. The Transferor is the registered owner of the following land in the Province of British Columbia:  
  
•  
  
(the "Lands")
- B. The Transferee is The Corporation of the City of Victoria;
- C. The Transferee wishes to be able to access, for itself and all members of the public, a public access area and public walkway developed and maintained in perpetuity over the Lands.
- D. The Transferor has agreed to grant a Statutory Right of Way on the terms hereinafter set forth.
- E. It is necessary for the operation and maintenance of the Transferee's undertaking of a public pedestrian access area and public walkway for the enjoyment and recreation of the general public (the "Public Access Area") that a right of way be established in accordance with this document.
- F. The Transferor has also agreed to grant to the Transferee a covenant pursuant to section 219 of the *Land Title Act* under which the Transferor agrees to maintain the Public Access Area in perpetuity.

THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

**1.0 STATUTORY RIGHT OF WAY**

- 1.1 Pursuant to Section 218 of the *Land Title Act*, the Transferor does hereby grant, convey, confirm and transfer, in perpetuity, to the Transferee, its successors and assigns, and all of its employees, agents, servants, licensees and invitees including all members of the public who might so desire, at all times by day or night, for the purpose of a Public Access Area, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way, to enter, use, go, return, pass over and across the Lands (the "Right of Way").
- 1.2 The Transferor will permit the Transferee and every member of the public to peaceably hold and enjoy the rights hereby granted, provided however that notwithstanding the



foregoing the Transferor and those claiming authority through the Transferor, and their respective agents may bar entry to or eject from the Lands any person who:

- (a) smokes cigarettes or other substances;
- (b) acts in a manner disruptive to the business operations of the tenants in the buildings on the Lands;
- (c) acts in a disorderly or offensive manner, or interferes with, threatens or obstructs any other person, appears intoxicated or commits or appears to commit an illegal act;
- (d) acts in a manner that damages or poses a threat to damage any landscaping or improvements on the Lands or presents a threat to or threatens the safety or security of others;
- (e) loiters or appears to be asleep or unconscious or erects a tent, shelter or other type of structure or accommodation; or
- (f) otherwise creates a nuisance.

## 2.0 SECTION 219 RETRICTIVE COVENANT

- 2.1 As a covenant pursuant to Section 219 of the *Land Title* Act the Transferor agrees to maintain, repair and replace the Public Access Area in perpetuity, at the Transferor's sole cost, so that the Public Access Area is maintained in a good state of repair and a safe condition, and is open and available for the recreational use and enjoyment of members of the public at all times for the purpose of a Public Access Area.
- 2.2 The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, arising out of or connected with the breach of the covenant in section 2.1 of this Agreement except where such loss or damage or injury is caused by the negligence of the Transferee.

## 3.0 GENERAL

- 3.1 The grants of rights of way hereinbefore set forth will be subject to the right of the Transferor to close or interfere with the Lands on a temporary basis, at the following times:
  - (a) for the correction of unsafe conditions at times of emergency, without notice to the Transferee; and
  - (b) during periods of inspection, repair or replacement of the Public Access Area, upon providing no less than 48 hours' notice to the Transferee.
- 3.2 The Transferor may make, amend and rescind reasonable rules and regulations governing, restricting or affecting the manner in which *inter alia*, the Lands or any part or parts thereof may be used or enjoyed (the "Rules and Regulations"), and to take all

such reasonable actions as may be necessary to enforce or prevent any breach of such Rules and Regulations, provided that, for certainty, such Rules and Regulations must not unreasonably restrict, impede or hinder access to and use of the Right of Way, for the purposes referred to in Paragraph E on page 6 of this Agreement, by the Transferee and all others entitled to use the Right of Way pursuant to section 1.1 of this Agreement.

- 3.3 The Transferor and the Transferee agree that prior to the subdivision of the Lands, the Transferor shall, at its sole cost and expense, cause a British Columbia Land Surveyor to prepare an explanatory or reference plan of statutory right of way in registrable form defining the actual as-built boundaries (to the extent that the Public Access Area is constructed at such time) of the Public Access Area as constructed (the "**Specific Right of Way Area**") and the Transferor shall prepare and deliver to the Transferee and the Transferee shall execute and deliver to the Transferor a statutory right of way and section 219 covenant which replaces this Agreement in order to restrict the area of the Statutory Right of Way and Section 219 Covenant to the Specific Right of Way Area but in all other respects containing the same terms and conditions of this Agreement. Upon registration of the replacement statutory right of way and section 219 covenant in the Land Title Office in priority to all financial charges, the Transferee shall execute and deliver a discharge of this Agreement in registrable form.
- 3.4 The Transferor and the Transferee agree that enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.
- 3.5 At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 3.6 This Agreement does not
- (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law in relation to the Transferor or the Lands all of which may be exercised or enforced by the Transferee as if this Agreement did not exist,
  - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
  - (c) relieve the Transferor from complying with any public or private enactment, including in relation to the use or subdivision of the Lands.
- 3.7 Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.



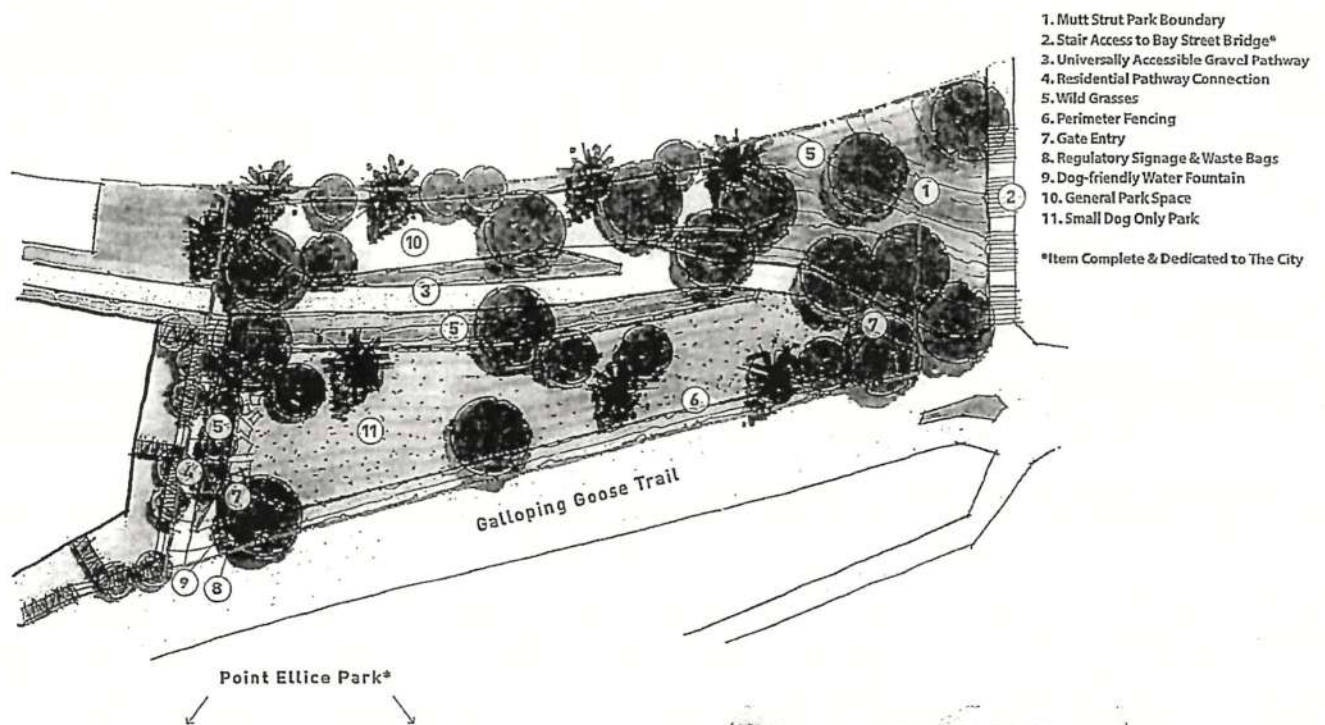
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- 3.8 No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all of the Lands subject only to the rights and restrictions herein contained.
- 3.9 If the Transferor is in breach of any provision of this Agreement by constructing any buildings, structures or improvements over the Right of Way, the Transferee may but is under no obligation to remove any buildings, structures or improvements placed without consent, at the expense of the Transferor.
- 3.10 The covenants herein shall be covenants running with the Lands upon which the Right of Way is situated and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall have an interest, but that the Lands, nevertheless, shall be and remain at all times charged herewith.
- 3.11 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 3.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and their heirs and administrators respectively.
- 3.13 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.
- 4.0 PRIORITY AGREEMENT**
- 4.1 •, the registered holder of a charges by way of a mortgage and an assignment of rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under • and •, for and in consideration of the sum of \$10.00 paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within statutory right-of-way and Section 219 Covenant shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

END OF DOCUMENT



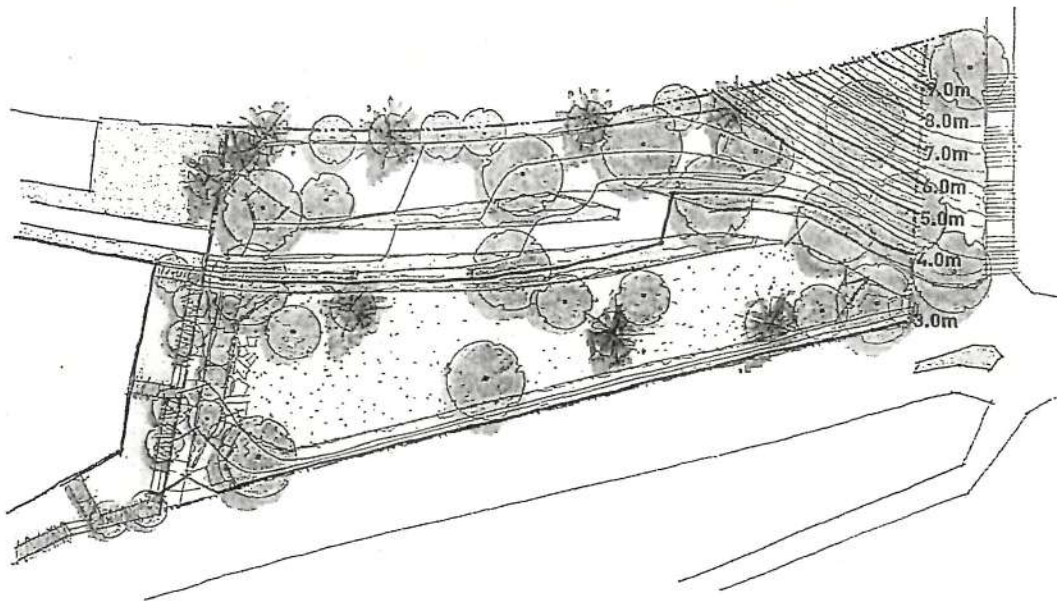
**SCHEDULE K**  
**PRELIMINARY DOG PARK PLAN**



# DOCKSIDE GREEN: DOG PARK | PROGRAMMING

Dockside Green Limited Partnership | Victoria, BC | March 2016 | 1:200





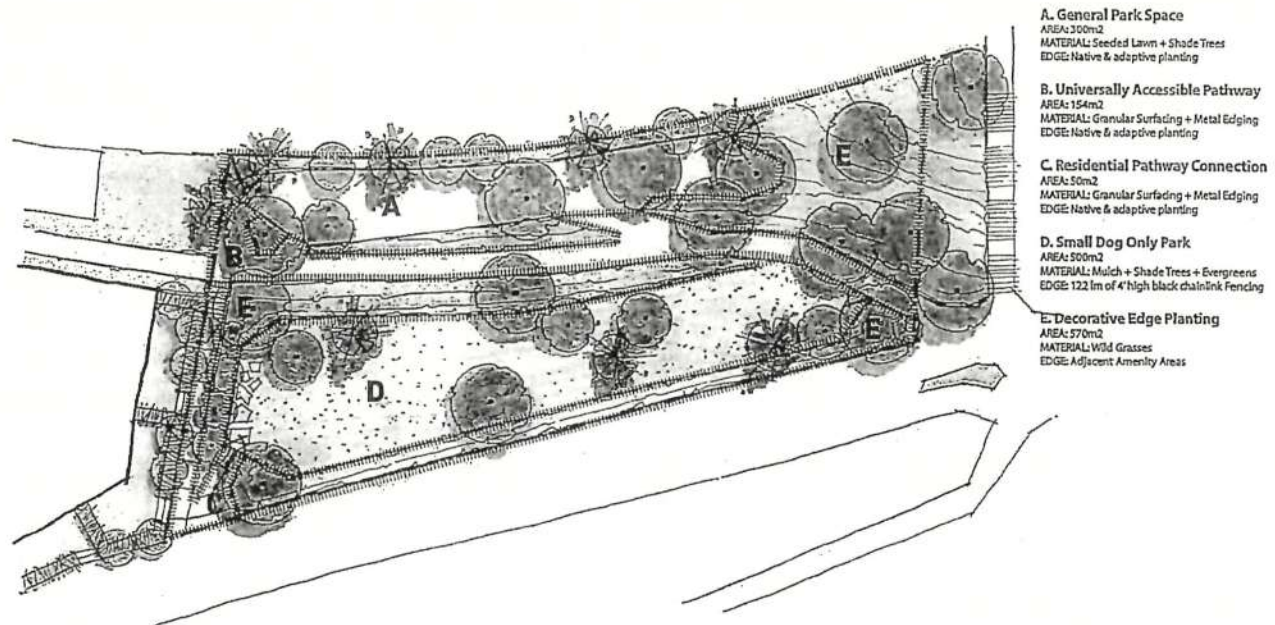
**DOCKSIDE GREEN: DOG PARK | GRADING**

Dockside Green Limited Partnership | Victoria, BC | March 2016 | 1:200



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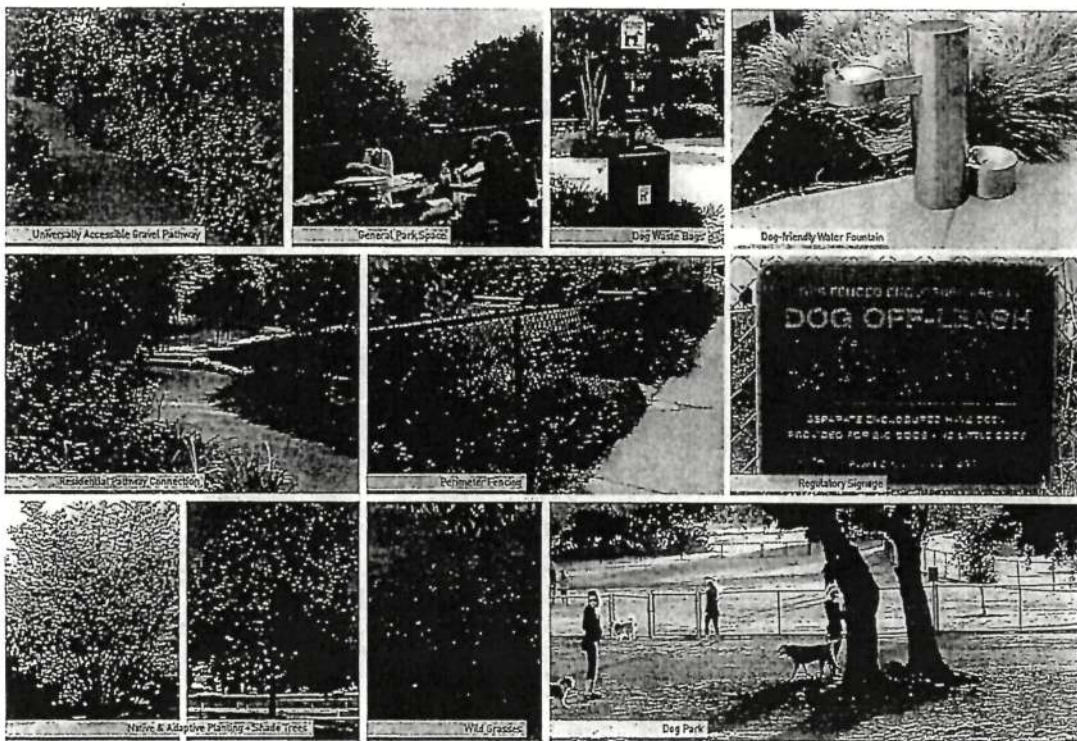




## DOCKSIDE GREEN: DOG PARK | AREAS & MATERIALS

Dockside Green Limited Partnership | Victoria, BC | March 2016 | 1:200





## DOCKSIDE GREEN: DOG PARK | PRECEDENTS

Dockside Green Limited Partnership | Victoria, BC | January 2016

PWL

**SCHEDULE L****SECTION 219 COVENANT  
(NOISE MITIGATION)**



## SCHEDULE L

### SECTION 219 COVENANT (NOISE MITIGATION)

WHEREAS:

- A. The Transferor is the registered owner of the following land in the Province of British Columbia:  
  
(the "Land");
- B. The Transferee is The Corporation of the City of Victoria;
- C. Pursuant to the terms of a Master Development Agreement dated \*, the Transferor agreed to grant to the Transferee a covenant pursuant to section 219 of the *Land Title Act* requiring the provision of noise mitigation measures in respect of the buildings to be constructed on the Land on the terms hereinafter set forth, and the Transferor acknowledges that it is in the public interest that the use and development of the Land be restricted as set out in this Agreement;
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, or that land is not to be built on or subdivided except in accordance with the covenant may be granted in favour of the Transferee and may be registered as a charge against the title to the Land.

THIS AGREEMENT is evidence that in consideration of payment of \$10.00 by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), and in consideration of the promises exchanged below, the Transferor covenants and agrees with the Transferee in accordance with Section 219 of the *Land Title Act* as follows:

- (1) The Transferor covenants and agrees with the Transferee that any building or structure, or any part of a building or structure, that is constructed, reconstructed, moved, extended or located on the Land shall have the following noise mitigation measures installed and maintained in all residential units:
  - (a) ;
  - (b) ;
  - (c) ;
  - (d) ; and
  - (e) .
- (2) The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees

whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

- (a) the breach of any covenant in this Agreement; and
  - (b) restrictions or requirements under this Agreement.
- (3) Every obligation and covenant of the Transferor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Transferor is only liable for breaches of this Agreement that occur while the Transferor is the registered owner of the Land.
- (4) At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all registered and pending charges and encumbrances of a financial nature against the Land.
- (5) This Agreement does not:
- (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law in relation to the Transferor or the Land all of which may be exercised or enforced by the Transferee as if this Agreement did not exist,
  - (b) affect or limit any enactment relating to the use or subdivision of the Land, or
  - (c) relieve the Transferor from complying with any public or private enactment, including in relation to the use or subdivision of the Land.
- (6) The enforcement of this Agreement shall be entirely within the discretion of the Transferee and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.
- (7) Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.
- (8) No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all of the Land subject only to the rights and restrictions herein contained.
- (9) The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.

- (10) This Agreement is the entire agreement between the parties regarding its subject and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and their heirs and administrators respectively.
- (11) Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.

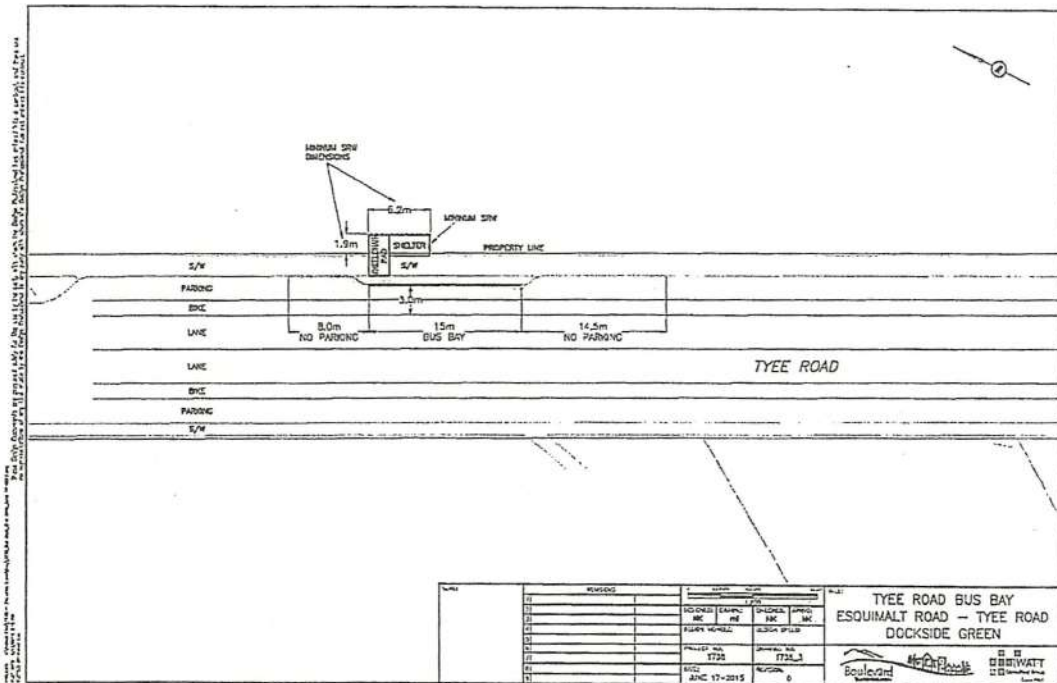
#### PRIORITY AGREEMENT

\*, the registered holder of a charges by way of Mortgages and Assignments of Rents registered against the Land, which said charges are registered in the Land Title Office at Victoria, British Columbia, under \*, for and in consideration of the sum of \$10.00 paid by the Transferee to the said chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within statutory right-of-way shall be an encumbrance upon the Land in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.



**SCHEDULE M**  
**BUS SHELTER PLANS**

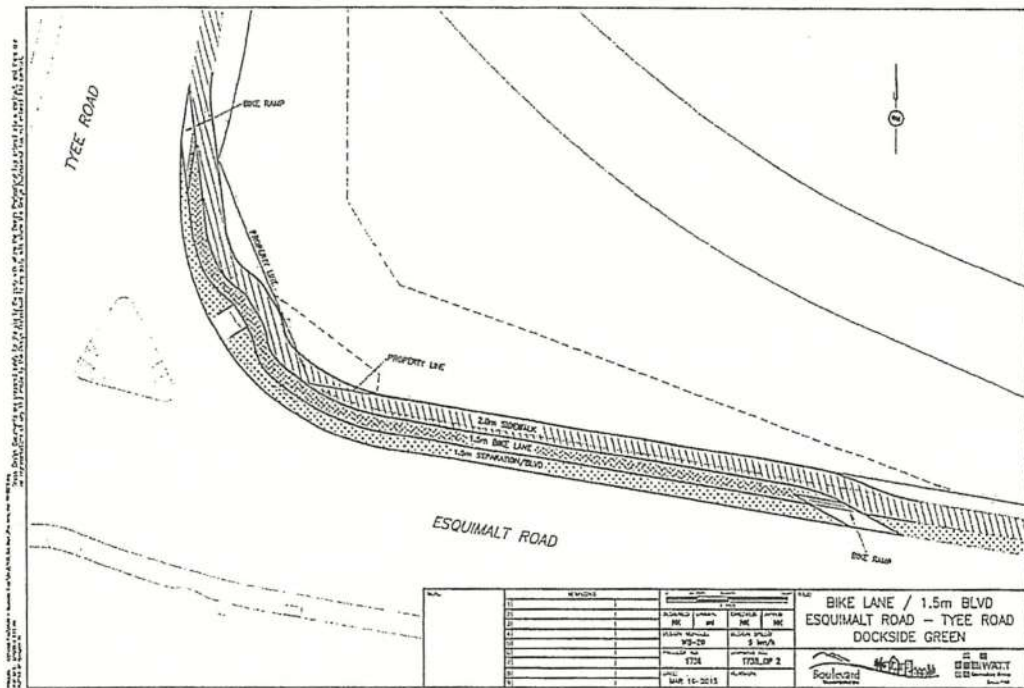


REVISIONS		DATE		BY	
1		17-2015			
2		17-2015			
3		17-2015			
4		17-2015			
5		17-2015			
6		17-2015			
7		17-2015			
8		17-2015			
9		17-2015			
10		17-2015			
11		17-2015			





**SCHEDULE N**  
**ROAD WIDENING PLAN**



SCHEDULE O  
GALLOPING GOOSE TRAIL PLAN





SCHEDULE P  
STATUTORY RIGHT OF WAY  
(SECTION 11.9)

## Statutory Right of Way - Highway

### TERMS OF INSTRUMENT - PART 2

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#### WHEREAS:

A. The Transferor is the registered owner in fee simple of the following land in the Province of British Columbia:

(the "Lands")

B. The Transferee is the Corporation of the City of Victoria;

C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;

D. The Transferee wishes to be able to construct, operate and maintain a public highway and other works including but not limited to a system of roadways, sidewalks and utility services in perpetuity over a portion of the Lands; and

E. To facilitate the construction and use by the Transferee and the public of a public highway, and to facilitate the installation and use of works that may be placed by the Transferee on, under or over the highway including pavements, sidewalks, boulevards, curbs, gutters, drains, sewers, utility poles, wires, fences, overhead and underground cables, traffic signals, transit shelters, and landscaping including but not limited to trees, shrubs, flowers and grass, and irrigation works required for the maintenance of that landscaping, and any other works, facilities or appurtenants necessary for the use of the Right of Way as a public highway (collectively the "Works"), the Transferor has agreed to grant the Right of Way in this Agreement.

**NOW THEREFORE**, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

#### 1.0 THE TRANSFEROR:

1.1 Pursuant to Section 218 of the Land Title Act, hereby grants, conveys, confirms and transfers, in perpetuity, to the Transferee, its officers, employees, contractors,



licensees and invitees, including without limitation the general public, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to use as a public highway, including but not limited to the right to enter onto, use, go, return, pass over and across for highway purposes, that portion of the Lands, shown in heavy outline on the Right of Way Plan prepared by XXX and filed in the Victoria Land Title Office under Plan No. XXX a reduced copy of which is attached hereto as Schedule "A" (the "Right of Way");

1.2 Covenants and agrees to and with the Transferee that in connection with the grant under Section 1.1 of this Agreement, the Transferee and its officers, employees, contractors, licensees and invitees shall have the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, repair, remove, replace, bury, cleanse, string, and otherwise establish one or more system of Works upon the Right of Way;

1.3 Covenants and agrees to and with the Transferee that the Transferee shall:

- (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
- (b) together with machinery, vehicles, equipment, and materials;
- (c) upon, over, under and across the Right of Way;
- (d) as may be necessary, useful, or convenient for the purposes in Section 1.1 and Section 1.2; and
- (e) in connection with the operations of the Transferee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way;

1.4 Grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Transferor as may reasonably be required for the purpose of ingress to and egress from the Right of Way;

1.5 Transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor have prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the

Right of Way.

**2.0 THE TRANSFEROR COVENANTS:**

2.1 Not, and not to permit or allow any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way;

2.2 Not to do anything or to permit any act or thing which in the opinion of the Transferee in any way interferes with or damages or prevents access to or use of the Right of Way or is likely to cause harm to the Works installed in or upon the Right of Way;

2.3 To trim or, if the Transferee determines it is necessary, cut down any tree or other growth on the Lands which in the opinion of the Transferee, constitutes or may constitute a danger or obstruction to the Right of Way or the Works or those using same;

2.4 From time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement; and

2.5 To permit the Transferee to peaceably hold and enjoy the rights hereby granted.

**3.0 THE TRANSFEE COVENANTS:**

3.1 As far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible; and

3.2 To make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement.

**4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:**

4.1 The Transferor shall not diminish or increase the soil cover over any pipe installed in the Right of Way without the Transferee's prior written consent;

4.2 No right herein granted to or reserved by the Transferee shall require the Transferee to clear, repair or maintain the Works or the Right of Way unless the Transferee is expressly required herein to perform such cleaning, repairing or maintenance;



4.3 If the Transferor defaults in observance or performance of its obligations hereunder, the Transferee, after 10 days prior written notice to the Transferor specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Transferor shall pay to the Transferee, on demand, its reasonable costs in connection with so rectifying;

4.4 The Transferor shall, after execution hereof by it at the expense of the Transferor, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the Title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Transferee or have been granted in favour of the Transferee;

4.5 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party;

4.6 Whenever this Agreement creates a power or obligation of the Transferee to make a decision or to exercise any contractual right or remedy, the Transferee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principals of fairness or the rules of natural justice, shall have any application;

4.7 Notwithstanding anything herein contained, the Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee;

4.8 Without limiting Section 4.7, nothing contained or implied in this Agreement will derogate from the obligations of the Transferor under any other agreement with the Transferee or prejudice or affect the Transferee's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Transferor and the Transferee;

4.9 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;

4.10 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;

4.11 If any section, subsection, 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 the Agreement;

4.12 This Agreement shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever;

4.13 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and his successors in title, but (b) the Transferor is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Transferor named herein or any future owner ceases to have a further interest in the Lands;

4.14 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

4.15 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;

4.16 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;

4.17 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context; and

4.18 This Agreement will be governed and construed according to the laws of the Province of British Columbia.

4.19 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the parties.

#### **4.20 PRIORITY AGREEMENT**

4.21 \*, as the registered holder of a charge by way of \* against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number \*, for and in consideration of the sum of One Dollar (\$1.00) paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Right of Way shall be an encumbrance upon the within described property in priority to

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the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

#### **Schedule "A"**