



Council Report

For the Meeting of August 27, 2015

To: Council **Date:** August 24, 2015
From: Brad Dellebuur, Acting Assistant Director
Transportation and Parking Services
Subject: 1002 Pandora Avenue – Mason Street Access Restrictions

RECOMMENDATION

That Council receive this report for information.

EXECUTIVE SUMMARY

At its June 25, 2015 meeting, Planning and Land Use Committee members discussed Rezoning Application No. 00381 and Development Permit Application No. 0003851 for 1002, 1008-12 Pandora Avenue (St. Andrew's School). Committee members discussed the proposed Mason Street access to the development site, potential turn restrictions at the Cook Street/Mason Street intersection and the development's proposed Mason Street driveway, and on-street improvements that could discourage development-related traffic from using the east end of the 1000 block Mason Street.

PURPOSE

This report is to provide Council additional information on the impact of potential traffic restrictions that may address concerns about development-related traffic, and to describe improvements to Mason Street currently proposed by the applicant.

BACKGROUND

At its June 25, 2015 meeting, Planning and Land Use Committee members discussed Rezoning Application No. 00381 and Development Permit Application No. 0003851 for 1002, 1008-12 Pandora Avenue (St. Andrew's School). Committee members discussed the proposed Mason Street access to the development site, and the potential impact to people and businesses on area roads. Committee members discussed a potential northbound left turn restriction at the Cook Street/Mason Street intersection, inquired about design options for the development site's proposed Mason Street driveway that could restrict westbound left turns into the site, and on-street improvements that could discourage development-related traffic from using the east end of the 1000 block Mason Street.

ISSUES & ANALYSIS

The development site has frontages on Pandora Avenue, Vancouver Street, and Mason Street. Pandora Avenue is a secondary arterial roadway, with an average daily traffic volume of approximately 13,500 vehicle per day. Vancouver Street is a secondary collector roadway, with an average daily traffic volume of approximately 6,500 vehicles per day. Both corridors have been identified as All Ages and Abilities (AAA) bicycle routes, and Greenways. Mason Street is a local street. To minimize potential for conflicts between traffic accessing the site and other road

users, the proposed access is located on Mason Street, the most minor roadway fronting the development.

The 1000 block Mason Street is currently a one-way street for westbound traffic, however the westernmost portion of the block (west of the proposed driveway for the development) will be widened to facilitate two-way traffic. This will enable vehicle traffic to enter the development via the Mason Street/Vancouver Street intersection.

As noted above, Pandora Avenue and Vancouver Street have been identified for development as All Ages and Abilities protected bicycle lanes. Generally, driveway crossings can have a negative impact on the safety of protected bicycle lanes, due to increased conflicts between people riding bikes and vehicle drivers turning in and out of driveway crossings. Where possible, it is desirable to eliminate or minimize the number of driveway crossings on corridors with AAA protected bicycle lanes. With pedestrian and motor vehicle volumes, as well as the recorded 85th percentile speeds, higher on Pandora Avenue than on Vancouver Street and on Mason Street, the potential risk and severity of collisions at a driveway crossing on Pandora is greater than the risk of a collision on either a Vancouver Street or Mason Street driveway crossing. The applicants' transportation consultant also identified an expected increase in collisions, caused by weaving, should a driveway crossing be located on the Pandora Avenue frontage.

Although minimizing vehicle crossings of a future protected bicycle lane and sidewalk on Vancouver Street would be beneficial, directing motor vehicle crossings across the future bicycle lane at the existing Mason Street/Vancouver Street intersection and then into the developments' Mason Street driveway crossing is safer than introducing a new driveway crossing to this development on Vancouver Street, mid-way between Mason Street and Pandora Avenue.

The most recent Highway Access Bylaw revision, passed earlier in 2015, did give the Director of Engineering authority to relocate a driveway access to a higher classified street for developments with multiple street frontages when the minor street location conflicted with the objectives of other City-approved plans. That was not applicable for this development proposal, however, as both Vancouver Street and Pandora Avenue are identified as Greenways and All Ages and Abilities bike corridors.

1. Cook Street/Mason Street left turn restriction

The developers' transportation consultant originally examined the option of a northbound left turn restriction at the Cook Street/Mason Street intersection in 2014 (see attached July 8, 2014 Bunt & Associates letter). Restricting northbound left turns from Cook Street to Mason Street could be accomplished with signs, or by constructing a centre median on Cook Street.

The consultant outlined possible consequences of a proposed left turn restriction, including site accessibility, greenhouse gas emissions, impacts to existing Mason Street residents and businesses, and to adjacent streets and intersections (including the Balmoral Road and Vancouver Street greenways). Other potential impacts include:

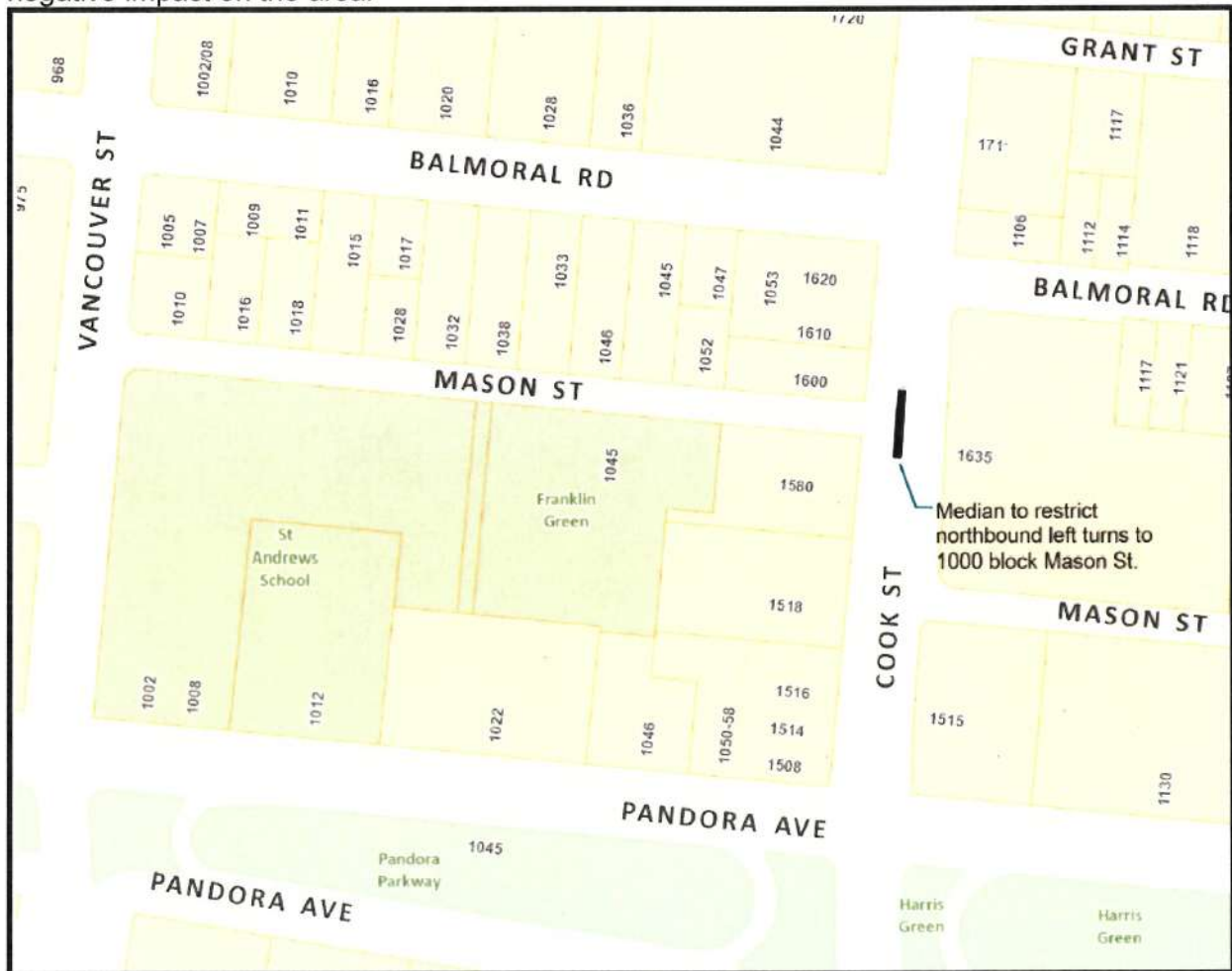
Potential benefits:

- Traffic volume between Cook Street and the proposed Mason Street access would be reduced.
- Southbound traffic on Cook Street could continue to access properties on the 1000 block of Mason Street.
- Additional green space could be provided on Cook Street.

Potential negative impacts:

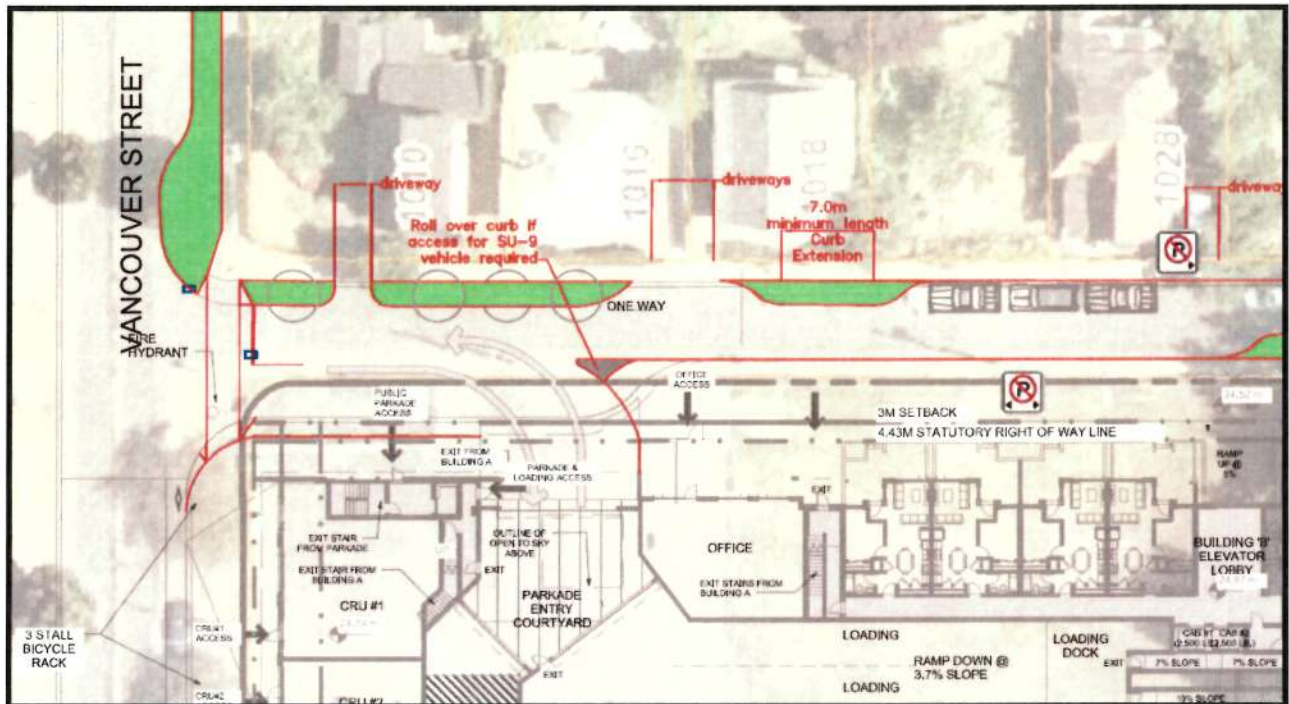
- All properties on the 1000 block of Mason Street would be impacted by this turn restriction.
- Enforcement of a signed turn restriction would be infrequent. Driver compliance would be greater if a median were installed.
- Drivers would only be able to legally access the 1000 block Mason Street by travelling southbound on Cook Street – this would require drivers to use an indirect route using other area streets (Balmoral Street, Vancouver Street, and Pandora Avenue).
- Traffic volumes west of the proposed Mason Street driveway crossing would increase, as more development-related traffic would have to enter the site through the Mason Street/Vancouver Street intersection.

A sketch showing the Cook Street/Mason Street intersection and where a centre median could be located to restrict northbound left turns, is shown below. The consultant's conclusion was that a northbound left turn restriction at the Cook Street/Mason Street intersection would have an overall negative impact on the area.



2. Mason Street development access – westbound left turn restriction

The proposed driveway crossing treatment permits westbound vehicles less than 10,000 lbs. to turn left from Mason Street into the development site (see sketch below). Signs could be installed to restrict all westbound left turns into the proposed Mason Street driveway for the development. The driveway could be re-designed to discourage the movement, however, it is unlikely 100% compliance for smaller vehicles could be achieved through design.



Potential benefits:

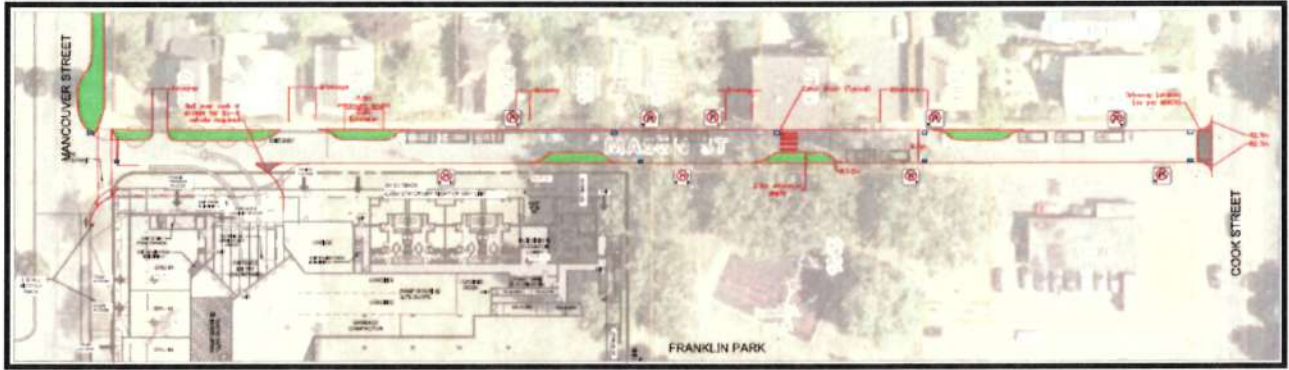
- Anticipated traffic volumes on the east end of the 1000 block Mason Street (between Cook Street and the proposed development driveway) may be reduced, as development traffic would have to enter the site via the Mason Street/Vancouver Street intersection.
- Access to other properties on the 1000 block of Mason Street would not be impacted by this restriction.

Potential negative impacts:

- Enforcement of a signed turn restriction would be infrequent, and drivers may choose to ignore the signs
- Traffic volumes west of the proposed Mason Street driveway crossing would increase, as drivers wanting to access the development would be re-directed to enter the site via the Mason Street/Vancouver Street intersection.

3. 1000 block Mason Street – on-street improvements/commercial delivery traffic

Currently, approximately 15 vehicles enter Mason Street from Cook Street during the existing PM peak hour - post-development, this PM peak volume is expected to be approximately 75 vehicles. To minimize the impact of this increased traffic entering the 1000 block of Mason Street from Cook Street, the applicant has offered to construct traffic calming devices. These include a driveway-style crossing at the Cook Street/Mason Street intersection, and a series of chicanes, similar to those currently in place on Leighton Road, and on Chambers Street. The driveway-style crossing is intended to reduce vehicle speeds for drivers entering the block, and the chicanes are designed to create pinch points along the road that encourage lower speeds, while maintaining service and delivery vehicle access (garbage, recycling, emergency response). As these improvements to the public right-of-way related to the proposed development are not on the property frontage, a covenant (see attached covenant CA4595896) will be registered on title to secure these improvements. A drawing outlining the proposed improvements for Mason Street is shown below.



The applicant has also agreed to enter into a legal agreement with the City to ensure the following:

- that between the hours of 11:00 pm and 7:00 am daily, no delivery trucks exceeding 10,000 lbs. will be permitted to deliver to the development through the loading dock accessed off of Mason Street;
- that the owner will install appropriate signage at the development to express these restrictions;
- that the owner will include notices in the leases of all commercial occupants of the development.

Respectfully submitted,

Steve Hutchison, ASCT
Transportation Planner

Brad Dellebuur
A/Assistant Director
Transportation and Parking Services

Report accepted and recommended by the City Manager:

Date:

August 25, 2015

List of Attachments

Bunt & Associates Letter - July 8, 2014
Covenant CA4595896



July 8, 2014
4211.38

Mark Kopinya
Bosa Properties Inc.
1100-838 West Hastings Street
Vancouver, BC

Dear Mr. Kopinya:

**Re: Mixed use Development at 1008 Pandora Street
Site Access Review**

As requested, Bunt has reviewed the City of Victoria's proposal to limit access to this development site, by restricting northbound left turns from Cook Street onto Mason Street. We have based our review of the forecasted site traffic generation, anticipated vehicle access patterns and our understanding of City policies, as described in our December 2012 Transportation Impact Assessment study for Bosa Properties.

It is our view that the City's proposed restriction will have a negative impact on site accessibility, green house gas emissions, residents on the western end of Mason Street, the Vancouver Street "People Priority Greenway", the Balmoral Road "People Priority Greenway" and accessibility of future redevelopment sites. These items are discussed further below.

Impact on Site Accessibility:

The site is expected to generate a total of about 305 vehicle trips during the Weekday PM Peak Hour (155 entering, 150 exiting). Approximately 44% of the entering traffic, or 70 vph, are expected to enter the site's single access from the eastern section of Mason Street. Of this 70 vph, about 55 vph are expected to originate from Cook Street south or Pandora east. That is, about 55 vph or 35% of all entering traffic is expected to make the northbound left turn from Cook Street onto Mason Street. Therefore, it is concluded that this manoeuvre is critical to the site accessibility.

Increase in Green House Gas Emissions:

If the northbound to westbound left turn from Cook Street onto Mason Street is not available, then site vehicle access will be concentrated on Vancouver Street. This will require any patrons/residents of the site coming from the south on Cook Street or from the east on Pandora to shift to Vancouver Street to enter the site via the west end of Mason Street. Restricting access from Cook Street will result in more vehicle-

km of travel and unnecessary turning movements on/off the Pandora arterial. It will also result in more stops/starts due to the need to pass through one additional signal on Pandora to access the site.

Impact on Residents on Western End of Mason Street

While the northbound left turn restriction on Cook Street will result in a reduction of approximately 55 vph on the eastern end of Mason Street, these vehicles will simply shift to the western end of Mason Street. The residents at the western end of Mason Street will already be experiencing the majority of the traffic impact associated with this development with about 240 vph entering and exiting the site on the west end of Mason. With the northbound left turn restriction, the traffic impact on these western Mason residents will increase by 23%, to 295 vph.

Impact on the Vancouver Street Greenway

When Bunt initiated the 1008 Pandora Transportation Impact Assessment study in 2012, we were advised the City of Victoria staff that it was critical to reduce traffic impacts on Vancouver Street as it was a "People Priority Greenway". Indeed, this was one of the reasons the City insisted the site access must be on Mason Street, so that traffic approaching the site had alternative routes available. Restricting the northbound left turn on Cook Street essentially removes almost every alternative route to the site, forcing almost 95% of all site traffic onto Vancouver Street. This will result in the maximum level of conflict between pedestrians and cyclists on this Greenway and is not, as far as we understand it, consistent with stated City policies.

Impact on the Balmoral Road Greenway

If drivers originating from points south of Pandora on Cook Street travelling northbound encounter difficulties or delays turning left northbound to westbound, then they may choose to continue northbound on Cook and use Balmoral Road to travel westbound before turning southbound onto Vancouver Street to access the site. This will increase conflicts between vehicles, cyclists and pedestrians on this Greenway which is inconsistent with City policies, and also negatively impact residents on Balmoral Road.

Impact on Future Developments fronting Pandora and Cook Street

If any of the sites in the block bounded by Mason, Cook, Pandora and Vancouver Street redevelop, they also may be impacted by the turn restriction on Cook Street as back access options will not be possible, or if possible will not be that beneficial and again would disproportionately affect the western end of Mason Street and Vancouver Street. It is our view that the proposed restriction will reduce the flexibility for future redevelopment of the block.

I trust this information will be useful in your ongoing discussions with City staff. We would be pleased to provide further support to your development application, if required.

Yours truly,
Bunt & Associates



Jane Farquharson, P.Eng, POTE
Principal

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

Aug-10-2015 14:07:55.001

CA4595896

1438282689 PAGE 1 OF 12 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.

Christopher
Ferronato
VCADDH

Digitally signed by Christopher
Ferronato VCADDH
DN: c=CA, cn=Christopher Ferronato
VCADDH, o=Lawyer, ou=Verify ID at
www.juncert.com/LKUP.cfm?
id=VCADDH
Date: 2015.08.10 12:54:34 -08'00'

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

Jack H. Grant

Dirk C.A. De Vuyst & Associates Law Corp

1101 - 838 West Hastings Street

Vancouver

BC V6C 0A6

Tel: 604-294-9263

File No: 392

Winnie Hosoya, Auth-Agent



Document Fees: \$78.10

Deduct LTSA Fees? Yes

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

SEE SCHEDULESTC? YES

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

s.219 Covenant

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):

BISHOP OF VICTORIA

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:

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)

Paul M. Bundon

Barrister & Solicitor

4th Floor, 1007 Fort Street

Victoria, BC V8V 3K5

Execution Date		
Y	M	D
15	08	10

Transferor(s) Signature(s)

BISHOP OF VICTORIA by its
authorized signatory

Leah MacKenzie

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 C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Aug-10-2015 14:07:55.001

CA4595896

1438282689 PAGE 1 OF 12 PAGES

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Christopher
Ferronato
VCADDH

Digitally signed by Christopher
Ferronato VCADDH
DN: c=CA, cn=Christopher Ferronato
VCADDH, o=Lawyer, ou=Verify ID at
www.jurcert.com/LKUP.cfm?
id=VCADDH
Date: 2015.08.10 12:54:34 -0800

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1101 - 838 West Hastings Street

Vancouver

BC V6C 0A6

Tel: 604-294-9263

File No: 392

Winnie Hosoya, Auth-Agent

Document Fees: \$78.10

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

Covenant

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ADDITIONAL INFORMATION

s.219 Covenant

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BISHOP OF VICTORIA

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

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Officer Signature(s)

Paul M. Bundon

Barrister & Solicitor

4th Floor, 1007 Fort Street

Victoria, BC V8V 3K5

Execution Date

Y	M	D
15	08	10

Transferor(s) Signature(s)

BISHOP OF VICTORIA by its
authorized signatory

Leah MacKenzie

OFFICER CERTIFICATION:

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LAND TITLE ACT
FORM E

SCHEDULE

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

003-241-025 LOT 1 SUBURBAN LOT 15 VICTORIA CITY PLAN 22437

STC? YES

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

**003-240-487 LOT 2 SUBURBAN LOT 15 VICTORIA CITY PLAN 22437
EXCEPT PARCEL A (DDC70855)**

STC? YES

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

STC? YES

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered Transferor in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID 003-241-025

Lot 1, Suburban Lot 15, Victoria Transferee, Plan 22437

PID 003-240-487

Lot 2, Suburban Lot 15, Victoria Transferee, Plan 22437, except Parcel A (DD C70855)

(hereinafter collectively referred to as the "Lands")

- B. The Transferee is a municipality incorporated under the laws of the Province of British Columbia.
- C. The Transferor has applied to amend the City of Victoria Zoning Regulation Bylaw No. 80-159 as it applies to the Lands, under the terms of City of Victoria Zoning Regulation Bylaw, Amendment Bylaw (No. 1005) (the "Zoning Amendment Bylaw"), and has applied for the issuance of a Development Permit for the Lands under the Transferee's Development Permit Application Number 0003851 (the "Development Permit").
- D. In order to address certain concerns about the potential impacts, both on Transferee infrastructure and the surrounding neighbourhood, of the development the Transferor proposes for the Lands in the event the Rezoning Bylaw is adopted, the Transferor has voluntarily agreed to provide, without compensation, certain off-site works and services that are in excess of the works and services required for development of the Lands under the City's Subdivision and Development Servicing Bylaw No. 12-042 (the "Subdivision Bylaw").
- E. The Transferor acknowledges that it is in the public interest that the use and development of the Lands be restricted as set out in this Agreement.
- F. 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 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 ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (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. In this Agreement,

“Director” means the Transferee’s Director of Engineering and Public Works, and includes any person acting on the authority of the Director; and

“Works” means:

 - (a) the works and services listed and otherwise depicted in Schedule “A” to this Agreement;
 - (b) any works and services not listed in Schedule “A” that are required for the development of the Lands under the Subdivision Bylaw.
2. The Transferor covenants and agrees with the Transferee that the Transferor shall not use or permit the use of the Lands or any building on the Lands, construct any building on the Lands, or subdivide the Lands except in strict accordance with this Agreement.
3. The Transferor 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.
4. The Transferor shall not construct any buildings on the Lands unless it first either:
 - (a) completes construction of all of the Works to the satisfaction of the Director, or
 - (b) provides security and enters into an agreement with the Transferee for the construction of the Works, on the terms referred to in section 9 of this Agreement.
5. In addition to the requirements under section 4 of this Agreement, the Transferor must not construct any buildings on the Lands unless it has paid to the Transferee an amount reasonably estimated by the Director to represent the costs the Transferee will incur by adding to or modifying other Transferee works for the purpose of accommodating or tying into the Works, including but not limited to signage, catch basins, paving and landscaping on Transferee streets

that adjoin the Lands.

6. Before commencing construction of the Works, the Transferor must submit to the Director for his or her approval a set of complete design drawings for the Works, prepared by a professional engineer, demonstrating that the design of the Works:
 - (a) complies with the Standards and Specifications referred to in section 11 of the Subdivision Bylaw, and
 - (b) is acceptable to the Director, acting reasonably.
7. The Director may in writing, addressed to the Transferor, approve revisions in the scope or design of the Works, where the Director is satisfied that the Works as revised are generally in accordance with the requirements of Schedule "A", and where the Director is also satisfied that the Works as revised will provide substantially the same level of service as the Works that are described in Schedule "A".
8. The Transferor shall construct the Works in accordance with the design drawings approved by the Director under section 6, and with the requirements of the Subdivision Bylaw, whether or not the Works are "works and services" within the meaning of the Subdivision Bylaw, which requirements include but are not limited to the following:
 - (a) professional certification under section 12 of the Subdivision Bylaw;
 - (b) that the Transferor enter into works and services agreement under section 13 of the Subdivision Bylaw, if section 9 of this Agreement applies;
 - (c) that the Transferor enter into a maintenance agreement with respect to the Works under section 14 of the Subdivision Bylaw.
9. In order to fulfill the requirement under section 4(b) of this Agreement, the Transferor must provide security to the Transferee, and enter into a works and services agreement with the Transferee with respect to the construction of the Works, all on the terms and conditions required under section 13 of the Subdivision Bylaw.
10. Nothing contained or implied within this Agreement shall prejudice or affect the duties, rights and powers of the Transferee 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.

11. Nothing in this Agreement shall relieve the Transferor from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands.
12. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
13. If the Zoning Amendment Bylaw is not given third reading and final adoption within six (6) months following the registration of this Agreement against title to the Lands, the Transferee shall, at the request of the Transferor and at the Transferor's expense, execute a discharge of this Agreement.
14. 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;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
15. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
16. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
17. Time is of the essence of this Agreement.

18. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
19. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
20. 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.
21. 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.
22. 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.
23. 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 or the breach of any provision of this Agreement.
24. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first financial charge against the Lands.
25. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
26. 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.
27. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

SCHEDULE "A"

THE WORKS

Those works and improvements as generally set out in the sketches below, but which specifically include the following:

As it relates to Mason Street

- o Full frontage improvements as required under the Subdivision Bylaw
- o 4 chicanes
 - § Length, location, width and materials to be approved by the Director
- o Landscaped boulevards on the North side, east of Vancouver
- o Concrete driveway crossing at the Mason/Cook intersection
- o At the 1002/1008 Pandora development entry from Mason Street
 - § A concrete driveway crossing
 - § A rollover curb to the east of the driveway crossing
- o Landscaping improvements on the North side of Mason, opposite the Mason street entry to 1002/1008 Pandora
 - § Materials and design as approved by the Director

As it relates to Vancouver

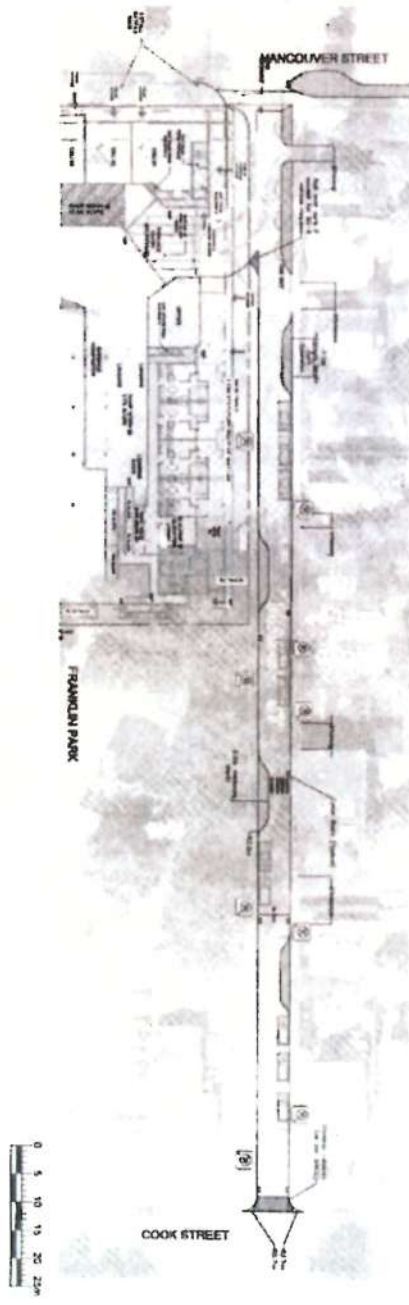
- o Full frontage improvements as required under the Subdivision Bylaw
- o Sidewalk
- o Protected bike lane
 - § 2 metres wide
 - § Separated from motor vehicle traffic via a barrier approved by the Director
- o Rollover curb
- o A tree and furniture strip with benches and trees as approved by the Director
- o barrier curb
- o 2.75 metre wide concrete sidewalk
- o Street and pedestrian lights to be repaired if damaged by Transferor
- o Pedestrian and traffic signals at the corner of Vancouver and Pandora
 - § Poles, signal displays and associated wiring and conduit installation
- o Garbage and recycle receptacles

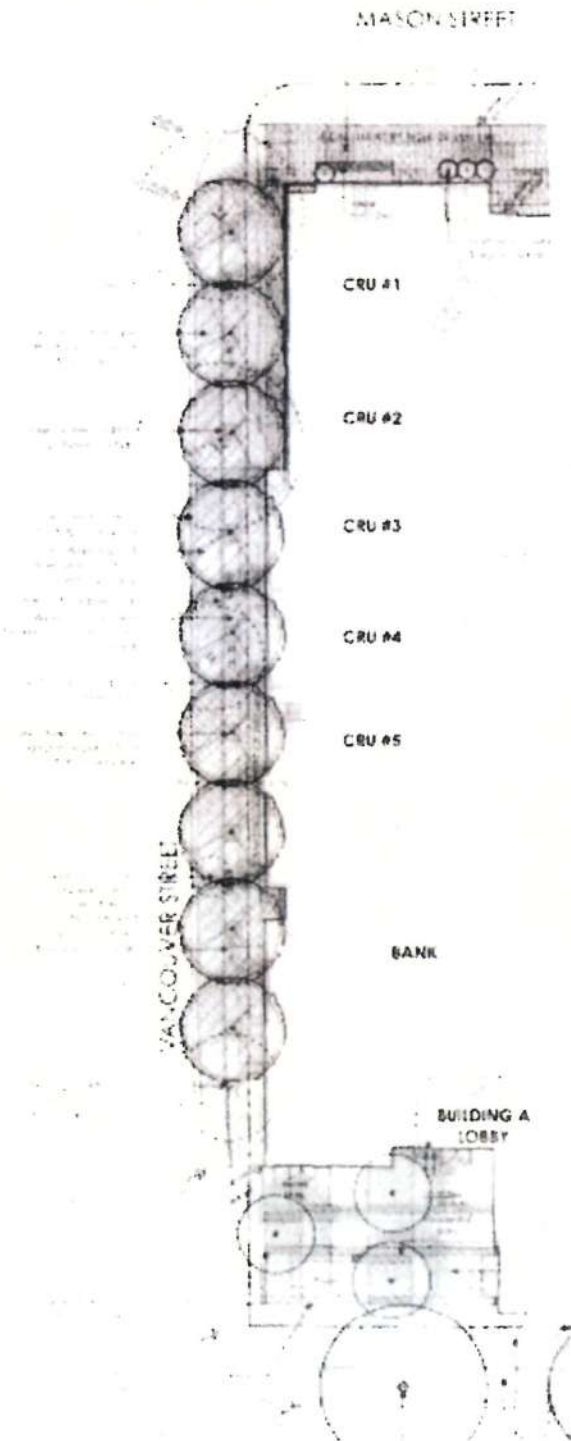
As it relates to Pandora

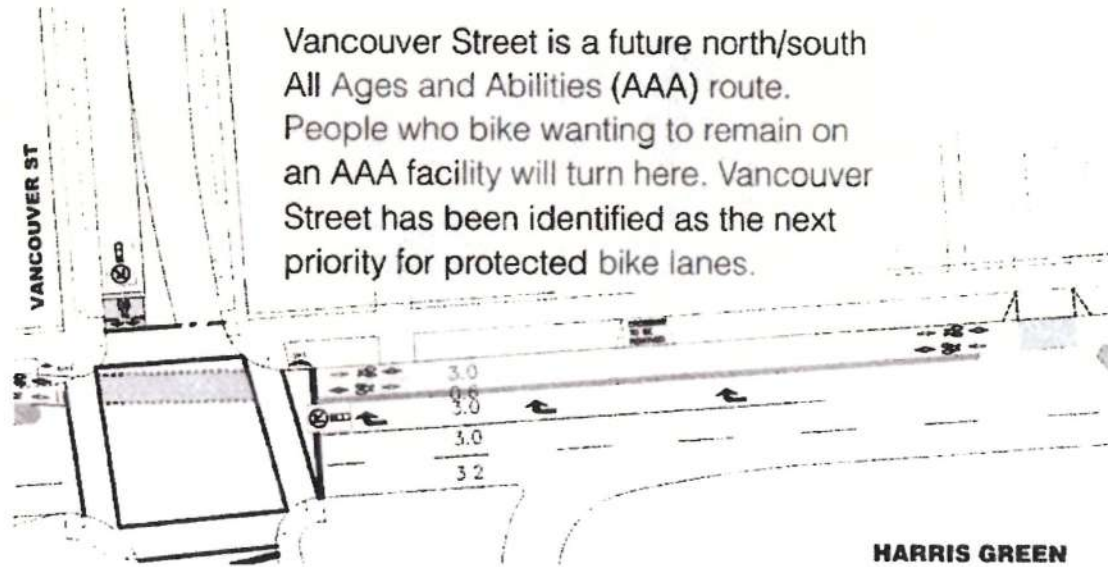
- o Full frontage improvements as required under the Subdivision Bylaw
- o Protected bike lane
 - § 3 metres wide
 - § 2 way
 - § Separated from motor vehicle traffic via a barrier approved by the Director
- o A tree and furniture strip with benches and trees as approved by the Director

- o barrier curb
- o 2.75 m wide concrete sidewalk
- o Garbage and recycle receptacles

Mason Street Traffic Calming - Curb Extensions
Scale: 1" = 10'-0"
DATE: 07/27/15
BY: PJ







Vancouver Street is a future north/south All Ages and Abilities (AAA) route. People who bike wanting to remain on an AAA facility will turn here. Vancouver Street has been identified as the next priority for protected bike lanes.