

Agenda

Town of Gibsons

Planning & Development Committee

Tuesday, May 5, 2020 at 3:00pm

Council Chambers
Town Hall, 474 South Fletcher Road, Gibsons
604-886-2274 - www.gibsons.ca

Council



Mayor Bill Beamish
Councillor David Croal
Councillor Annemarie De Andrade
Councillor Aleria Ladwig
Councillor Stafford Lumley

STRATEGIC PLAN 2019 - 2022

OUR CORE OBJECTIVES

Increase Community Engagement

- We will inspire and encourage citizens of all ages to engage in the decision-making process
- We will actively listen to the ideas of all our stakeholders
- We will help our citizens understand the challenges and competing demands facing the community

Manage Our Assets

- We will focus on fiscal sustainability and support our staff in the prudent management of our natural and engineered assets, to ensure the Town can continue to deliver critical infrastructure services in perpetuity

Plan for Sustainable Growth

- We will plan for the future in a manner that reflects our finite resources
- We will value the unique character of our Town and its neighbourhoods
- We will create spaces that promote a sense of community and are accessible to all
- We will preserve our green spaces
- We will support local business and foster a diverse economy

Advocate for and Facilitate A Range of Housing Types

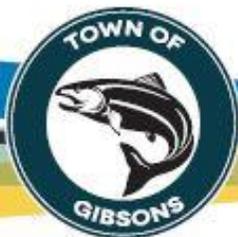
- We will actively work toward increasing the supply and range of safe, secure and attainable affordable housing options

Respond to the Changing Climate

- We will apply a climate lens to the planning and development of actions, plans, policies and infrastructure projects
- We will adapt Town infrastructure to increase its resiliency to the local impacts and risks from climate change
- We will reduce the greenhouse gas emissions produced by the community and through the provision of municipal services to meet regional targets

Advocate and Collaborate on Regional Issues

- We will collaborate and partner with our neighbouring jurisdictions to effectively address shared opportunities and challenges



To view the Strategic Plan in full,
please go to: gibsons.ca/strategic-plan

visit gibsons.ca



Planning & Development
Committee
AGENDA OF
Tuesday, May 5, 2020
Council Chambers, 3:00pm
474 South Fletcher Road, Gibsons, BC

1. **CALL TO ORDER**

2. **APPROVAL OF THE AGENDA**

3. **REPORTS**

- 3.1 **Director of Planning - The George Hotel and Residences – Request for an Extension to the form and character Development Permit (DP-2018-05) and Land Exchange Agreement** Page(s)
7 - 137

RECOMMENDATION(S)

THAT the report titled The George Hotel and Residences – Request for an Extension to the form and character Development Permit (DP-2018-05) and Land Exchange Agreement be received;

AND THAT the Planning and Development Committee recommends:

THAT the Mayor and Corporate Officer be authorized to issue an amendment to Development Permit DP-2018-05 for the George Hotel and Residences, extending the lapse date to June 1, 2022 (forty-eight months from the date of issuance), subject to an updated landscape estimate;

AND FURTHER THAT the Mayor and Corporate Officer be authorized to issue an amendment to the Land Exchange Agreement to extend the 'Completion Date' to June 1, 2022, subject to an updated Purchase Price for the Air Space Parcel.

3.2 **Director of Planning - Short-Term Rental Bylaws for Consideration** Page(s)
139 -
160

RECOMMENDATION(S)

THAT the report titled Short-Term Rental Bylaws for Consideration be received;

AND THAT Council directs staff to obtain a legal review of the proposed bylaw amendments prior to consideration of First and Second Readings.

3.3 **Planner I - Temporary Use Permit (TUP-2019-03) for a Recreational Vehicle site at 718 North Road** Page(s)
161 -
167

RECOMMENDATION(S)

THAT the report titled Temporary Use Permit (TUP-2019-03) for a Recreational Vehicle site at 718 North Road be received;

AND THAT Council directs staff to notify property owners neighbouring 718 North Road of the Temporary Use Permit application (TUP-2019-03);

AND THAT Council direct staff to publish notice of TUP-2019-03 in the newspaper;

AND FURTHER THAT staff proceed with drafting TUP-2019-03 subject to the owner meeting the following conditions no later than June 19, 2020:

1. Wildlife resistant garbage container to be provided and arranged to be collected fortnightly
2. All outdoor fridge and freezers to be placed in wildlife resistant containers
3. 24-hour access to laundry facilities for all members of the site to be provided
4. Privacy screening along Hillcrest Road to be provided
5. Rental cap of \$500 per pad for the duration of the Temporary Use Permit
6. Bond to be provided to cover cost of site remediation

3.4	Planner I - Development Variance Permit and Development Permit for 721 Winn Road	Page(s) 169 - 188
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RECOMMENDATION(S)

THAT the report titled Development Variance Permit and Development Permit for 721 Winn Road be received;

AND THAT the Planning and Development Committee recommends that Council directs Staff to notify neighbours of Development Variance Permit application DVP-2020-01 at 721 Winn Road;

AND THAT the Planning and Development Committee recommends that Council authorizes the issuance of Development Permit DP-2020-09 for 721 Winn Rd;

AND FURTHER THAT the Planning and Development Committee recommends that Council directs staff to remove the minimum unit size for apartment units in Commercial zones.

4. INQUIRIES

5. NEXT MEETING

5.1 *The next Regular Planning & Development Committee meeting to be held on Tuesday, June 2, 202 in the Town Hall Council Chambers at 3:00pm.*

6. ADJOURNMENT



STAFF REPORT

TO: Planning and Development Committee **MEETING DATE:** May 5, 2020
FROM: Lesley-Anne Staats, RPP, MCIP **FILE NO:** 3220-20 Gower 377-385
Director of Planning
SUBJECT: **The George Hotel and Residences – Request for an Extension to the form and character Development Permit (DP-2018-05) and Land Exchange Agreement**

RECOMMENDATIONS

THAT the report titled The George Hotel and Residences – Request for an Extension to the form and character Development Permit (DP-2018-05) and Land Exchange Agreement be received;

AND THAT the Planning and Development Committee recommends:

THAT the Mayor and Corporate Officer be authorized to issue an amendment to Development Permit DP-2018-05 for the George Hotel and Residences, extending the lapse date to June 1, 2022 (forty-eight months from the date of issuance), subject to an updated landscape estimate;

AND THAT the Mayor and Corporate Officer be authorized to issue an amendment to the Land Exchange Agreement to extend the 'Completion Date' to June 1, 2022, subject to an updated Purchase Price for the Air Space Parcel;

PURPOSE

On April 7, 2020, the Town received a letter from Klaus Fuerniss, the President of Klaus Fuerniss Enterprises Inc, and the owner of The George Gibsons Development Ltd., the company intending to build the George Hotel and Residences on the properties located at 689 Winn Road and 337, 385, 397, 407, and 409 Gower Point Road. The letter (enclosed as Attachment A) requests an amendment to the form and character Development Permit (DP), and an amendment to the Land Exchange Agreement (LEA), for the purpose of extending the deadline due to the "severe and adverse financial and market conditions precipitated by the Covid-19 Pandemic".

The purpose of this report is to obtain a recommendation from the Planning and Development Committee to Council whether to extend the permits and agreements in place for the development of The George Hotel and Residences. This report provides a discussion on the request.

BACKGROUND

In February 2013, the Town received an Official Community Plan amendment, Zoning Bylaw amendment, and form and character Development Permit application from Klaus Fuerniss Enterprises Inc. for “The George Hotel and Residences”. Council adopted the OCP and Zoning amendment bylaws on October 6, 2015.

On June 1, 2016, the form and character DP was issued. If the permit holder does not substantially start any construction with respect to which the permit was issued (such as excavation, foundation preparations, or installing on-site services), then the permit lapses within two years. Unfortunately, work did not commence before June 1, 2018, and the permit was set to lapse. Therefore, on June 1, 2018, Council re-considered the same form and character DP f and re-issued it. This permit remains active and is set to lapse on June 1, 2020 if work does not commence, which it has not at the time of writing this report.

The Land Exchange Agreement’s Completion Date was set on December 31, 2018. On September 17, 2019, Council resolved to extend the Completion Date to June 1, 2020.

And most recently, on April 7, 2020, the Town received a letter from Klaus Fuerniss, requesting an amendment to the form and character DP and LEA, for the purpose of extending the deadline by two years to June 1, 2022 due to the “severe and adverse financial and market conditions precipitated by the Covid-19 Pandemic”.

OPTIONS

Staff have provided two options for Council’s consideration, and recommend Option 1:

1. Extend the completion date / lapse date to June 1, 2022 for the Land Exchange Agreement and Form and Character Development Permit (DP-2018-05) as requested; or
2. Deny the extension and request that the developer apply for a new Development Permit and advise the developer to approach the Town for a new Land Exchange Agreement when the developer is ready to build.

DISCUSSION

The George development was approved by Council in 2015, and a form and character DP was issued in 2016 and renewed in 2018. The owner had intended to proceed with the development to meet the June 1, 2020 deadline for commencing the work, however, with unknown market conditions due to the COVID-19 Pandemic, he is requesting a two year extension to secure financing for the project.

Staff have provided two options for consideration:

Option 1 – Extend the completion date / lapse date to June 1, 2022 for the Land Exchange Agreement and Form and Character Development Permit (DP-2018-05) as requested.

This is staff’s recommended option.

THAT the Mayor and Corporate Officer be authorized to issue an amendment to Development Permit DP-2018-05 for the George Hotel and Residences, extending the lapse date to June 1, 2022 (forty-eight months from the date of issuance), subject to an updated landscape estimate;

THAT the Mayor and Corporate Officer be authorized to issue an amendment to the Land Exchange Agreement to extend the 'Completion Date' to June 1, 2022, subject to an updated Purchase Price for the Air Space Parcel;

Should Council proceed with Option 1, the developer would have two more years to secure financing of the project as approved originally in 2015, 2016, and 2017. Given that Council determined that the form and character met the OCP's DPA Guidelines and issued the permits two times prior, staff's interpretation is that it is reasonable to renew the permit, as it still conforms with the OCP's guidelines (as they haven't changed). To ensure the landscape bond is enough for what was proposed four years ago, staff recommends obtaining an up-to-date landscape estimate for the development. The Land Exchange Agreement terms would remain until June 1, 2022 as well. Council may want to update the purchase price of the Air Space Parcel (which had a market value of \$61,600.00), which the developer is required to pay the Town on the Completion Date.

Option 2 – Deny the extension and request that the developer apply for a new Development Permit and advise the developer to approach the Town for a new Land Exchange Agreement when the developer is ready to build.

THAT the request to extend the lapse date of Development Permit DP-2018-05 for the George Hotel and Residences to June 1, 2022 (forty-eight months from the date of issuance) be denied;

THAT the request to amend the completion date of the Land Exchange Agreement to June 1, 2022 be denied;

THAT Council directs staff to advise the developer to approach the Town for a new Development Permit and Land Exchange Agreement at the time the developer is ready to develop the land.

Should Council proceed with Option 2 and reject the extension request, the developer will still be required to enter into an Agreement (similar or equal to the LEA) with the Town to comply with the Development Agreement Covenant. Therefore, the developer may approach the Town for a new LEA when they are ready to build. Staff note that the LEA is dependent on the form and character DP.

Without an Agreement or active form and character DP in place, the developer is limited to proceed with the development. Should Council decide to reject an extension amendment to the DP, the owner will then be required to submit a new application. If the application remains the same, Council could reject it if felt that the proposal does not meet the OCP's form and character guidelines; however, staff note that Council already authorized the form and character DP two times prior.

The LEA has been executed, as required by the Development Agreement, and based on the form and character DP. Part of the LEA was to secure public access to the plaza (and private parking below the road). The Public Plaza was a portion of the Community Amenity Contribution and was based on the form and character DP.

Prior to subdivision of the air space parcel, the LEA must be in place, as it sets the process and steps required to complete it. A Building Permit cannot be issued until the lots are consolidated and the air space parcel subdivision is Approved.

Therefore, if Council proceeds with Option 2, although the developer could, it is unlikely that he would proceed with aspects of the project until the form and character DP is issued, and a new LEA is in place. Staff note that if the form and character DP amendment is not authorized, the following may be required:

- New DP required
- New LEA required
- Development Agreement amendment may be required (depending on form and character DP)
- Road Closure Bylaw may need to be amended/rescinded/re-considered (depending on form and character DP)

Further to this, the Covid-19 Pandemic may reasonably have an impact on other developers, therefore, staff do not recommend rejecting the request to extend the dates, to provide developers with an opportunity to continue without further delays.

COMMUNICATION

This request is a decision of Council and legislation does not require public consultation.

POLICY / PLAN IMPLICATIONS

Strategic Plan Implications

The development meets the “Plan for Sustainable Growth” objective in Council’s Strategic Plan by valuing the unique character of the Town and its neighbourhoods; creating spaces that promote a sense of community and are accessible to all; and supporting local business and fostering a diverse economy.

Financial Plan Implications

An extension to the project (Option 1) does not negatively impact the Town’s Financial Plan. Rejecting the proposal (Option 2) also does not negatively impact the Town’s Financial Plan; however, more staff time will be required to bring forward new applications/agreements in the future and it would delay receipt of the DCC’s and other payments/contributions for this project.

Other Policy or Plan Implications

The proposal is consistent with the OCP and Zoning Bylaws, as approved through the rezoning process in 2015.

NEXT STEPS

The DP may be amended and the LEA extended by a resolution of Council. Should an amendment/extension not be granted, the owner will be required to apply for a new DP and enter into another agreement, similar or equal to the LEA.

RECOMMENDATIONS / ALTERNATIVES

Staff's recommendations are on page 1 of this report. The PDC is requested to provide a recommendation to Council with one of the following options:

Option 1

THAT the Mayor and Corporate Officer be authorized to issue an amendment to Development Permit DP-2018-05 for the George Hotel and Residences, extending the lapse date to June 1, 2022 (forty-eight months from the date of issuance), subject to an updated landscape estimate;

THAT the Mayor and Corporate Officer be authorized to issue an amendment to the Land Exchange Agreement to extend the 'Completion Date' to June 1, 2022, subject to an updated Purchase Price for the airspace parcel;

OR

Option 2

THAT the request to extend the lapse date of Development Permit DP-2018-05 for the George Hotel and Residences to June 1, 2022 (forty-eight months from the date of issuance) be denied;

THAT the request to amend the completion date of the Land Exchange Agreement to June 1, 2022 be denied;

THAT Council directs staff to advise the developer to approach the Town for a new Development Permit and Land Exchange Agreement at the time the developer is ready to develop the land.

Attachments

- Attachment A – Letter from Klaus Fuerniss Enterprises Inc., dated April 7, 2020, including article from the Globe and Mail: Canadian hotels see huge drop in business as coronavirus pandemic halts travel [sic]

Staff Report to Planning and Development Committee – May 5, 2020

The George Hotel and Residences – Request for an Extension to the form and character Development Permit (DP-2018-05) and Land Exchange Agreement

Page 6 of 6

- Attachment B – Form and Character Development Permit (DP-2018-05) – issued June 1, 2018 (and set to lapse June 1, 2020 if work does not commence)
- Attachment C – Land Exchange Agreement, with completion date amended to June 1, 2020, and executed on December 10, 2019.

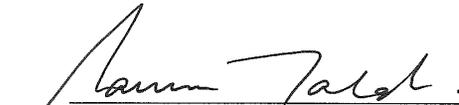
Respectfully Submitted,



Lesley-Anne Staats, RPP, MCIP
Director of Planning

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:

I have reviewed the report and support the recommendation(s).



Emanuel Machado
Chief Administrative Officer

KLAUS FUERNISS
Enterprises Inc.

April 7, 2020

Town of Gibsons
474 South Fletcher Road
PO Box 340
Gibsons, BC V0N 1V0

Attention: Leslie Ann Staats

**RE: The George Gibsons Development Ltd.
Form and Character Development Permit and
Land Exchange Agreement**

We are writing to formally make application to the Town of Gibsons for the following:

1. Amendment of the Form and Character Development Permit as necessary to renew, extend or reissue it so as to maintain its validity to June 2022 being two years from its present expiry date of June 2020;
2. Amendment to Winn Road Land Exchange Agreement to extend the date for completion of the transaction, a date concurrent with the expiry of the Amended Development permit, and
3. When needed, extension or renewal of the existing ancillary permits, covenants and approvals to the same date.

Enclosed is \$250.00 for the DP amendment fee and \$1000.00 for amendment of the agreement, covenants and ancillary approvals.

Background:

Our request is based on the severe adverse financial and market conditions precipitated by the Covid-19 Pandemic that are affecting not only our community but also the country and international businesses. Specifically, the hotel and hospitality industry is devastated by the loss of business and recreational travel such that many hotels are closed or running at merely 5 – 10% occupancy. Many existing facilities are expected to fail, and lenders and investors will have absolutely no interest or even ability to finance new ventures in this or even major markets for the foreseeable future. We have no present ability to attract the funding necessary to commence the project but must take all reasonable and necessary steps to protect the tremendous investment of capital, time, energy and talent that has been made by us, our investors/lenders, consultants and supporters as well as the community and the

P.O. BOX 570, GIBSONS, B.C. V0N 1V0 CANADA
Phone: (604)886-2060 Fax: (604)886-2017

- 2 -

Town of Gibsons over the last several years to bring the Project to its permit ready state. For this reason, we must seek extensions which allow us to maintain and preserve the status quo until the financial, construction, hospitality and real estate markets can recover confidence and stability sufficient to move forward again. We and our advisors believe that it would be prudent to expect this recovery to take the best part of two years.

We believe, in addition, that the Town and community would be best served by preserving the status quo in this difficult period rather than having to restart the entire approval process at some future date and eroding the value of all that has been invested and achieved to date by all stakeholders.

We urge the Town to favorably consider our request in a timely manner, should you require any further information, please advise.

Yours truly,



Klaus Fuerniss
President
Klaus Fuerniss Enterprises Inc.
The George Gibsons Development Ltd.

Encl.

cc. Emanuel Machado
John Third



Canadian hotels see huge drop in business as coronavirus pandemic halts travel

RACHELLE YOUNGLAI >
PUBLISHED APRIL 13, 2020

13 COMMENTS SHARE



▶ ○
00:00 Voice 1x ✕



A downtown hotel has lights turned on to make the shape of a heart in Vancouver, on April 7, 2020. The hotel occupancy rate in the week of March 29 to April 4 was just 13 per cent, according to hotel research firm STR.

JONATHAN HAYWARD/THE CANADIAN PRESS

Canadian hotels have lost most of their business, sending revenues plunging and resulting in more than 200,000 job losses as the coronavirus pandemic halts travel.

The hotel occupancy rate in the week of March 29 to April 4 was just 13 per cent, according to hotel research firm STR. That's a 79-per-cent decrease over the same period last year, with Quebec recording the steepest decline.

That has sent revenue per available room, a key indicator of profitability also known as RevPar, down 85 per cent to \$13.42. In Quebec, where the occupancy rate was 6 per cent, revenue per available room fell 93 per cent to \$6.87.

Luxury and upscale hotels have suffered the biggest losses, as demand dries up from business travellers and group bookings. The occupancy rate for luxury hotels was 2.5 per cent across Canada in the first week in April, with revenue per available room plunging 97 per cent over the previous year to \$5.07.

"These are unprecedented numbers," said Jan Freitag, a senior vice-president with STR. "The high end of the market depends disproportionately on groups and meetings and the corporate travel. Those two sources have basically evaporated," he said.

RevPar for upper mid-scale hotels dropped 81 per cent to \$14.89, while mid-scale declined 73 per cent to \$16.44.

The closings and loss of revenue has resulted in widespread job losses. Nearly 300,000 jobs in accommodation and food services were eliminated in March, according to the most recent data from Statistics Canada.

The jobs are among the lowest paid positions in the labour market and no one is certain how quickly the travel industry will bounce back.

"They are the first to lose their job and probably will be the last to regain it," said Benjamin Tal, deputy chief economist with Canadian Imperial Bank of Commerce. "Not only is their joblessness rate up, but the duration of unemployment in that sector will be much longer than in many other sectors."

Cities that had particularly strong demand – Toronto, Vancouver and Ottawa – had a massive drop in occupancy and revenue after early March. In Toronto, the occupancy rate was 8.6 per cent in the first week in April; Vancouver was 17 per cent and Ottawa was 13 per cent.

Toronto and Montreal recorded the steepest revenue declines, falling 92 per cent from the same week last year. The RevPar in Toronto across all classes of hotels was \$10.93 and in Montreal it was \$7.81, according to STR.

Many hotels have chosen to temporarily close instead of remaining open. More than half of all hotels are now closed, according to the Hotel Association of Canada, which said the industry has laid off 80 per cent of its work force or about 250,000 jobs.

Mr. Freitag said the downturn in the accommodation industry is far worse than it was during the global financial crisis and Great Recession of 2009. "This is much more severe," he said.

In comparison, China's hotel occupancy rate was 30 per cent over March 29 to April 4. The United States was 22 per cent and Europe was 8 per cent. During China's lowest period, its occupancy was under 10 per cent.

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351 King Street East, Suite 1600, Toronto, ON Canada, M5A 0N1

Phillip Crawley, Publisher



DEVELOPMENT PERMIT

NO. DP- 2018-05

TO: **Hyak Marine Services Ltd.
Klaus and Monika Fuerniss
(Permittee)**

ADDRESS: **c/o Art Philips
521 Bridgeman Road
Gibsons, B.C.
V0N 1V1**

- 1) This Development Permit is issued subject to compliance with all of the Bylaws of the Town of Gibsons applicable thereto, except those specifically varied or supplemented by this Permit.
- 2) The Development Permit applies to those "lands" within the Town of Gibsons described below:

Parcel Identifier	Legal Description	Civic Address
007-359-870	Lot 2, Block A, District Lot 686, Plan 14197	377 Gower Point Road
007-359-829	Lot 1, Block A, District Lot 686, Plan 14197	385 Gower Point Road
011-118-202	Lot 1, except the east 157 feet, Block A, District Lot 685, Plan 5579	397 Gower Point Road
011-117-524	Lot A (see 450146L) of Lot 1, Block A, District Lot 685, Plan 5579	689 Winn Road
011-118-211	Lot 2, Block A, District Lot 685, Plan 5579	407, 409 Gower Point Road

As well as foreshore and water areas, as outlined in the drawings.

- 3) The lands are within Development Permit Area No. 5 for form and character.
- 4) The lands described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit, and any plans and specifications attached to this Permit which shall form a part thereof.
- 5) The form and character is required to conform to the following plans:
 - *Development Plans: Prepared by Omicron, titled "George Hotel and Residences Design Issued for form and character DP", dated May 6, 2016.*
 - *Landscape Plans: Prepared by PMG Landscape Architects, titled "The George Hotel and Residential Units", dated Sept 24, 2013, last revised May 9, 2016*
 - *Parking provision: As outlined in the Traffic and Parking study section 8, prepared by Creative Transportation Solutions dated September 2015.*

Development Permit 2018-05

- 6) In conjunction with the plans outlined under 5, the following further specifications apply:
- *External signage on the Gower Point Road façade to clearly indicate the presence of twelve (12) public parking stalls in the parkade.*
 - *External lighting fixtures required to be night sky friendly, shining downwards and avoid a nuisance light spill to adjacent properties.*
 - *Prior to Building Permit written confirmation of the details of parking provision and strategy based on the current program outlined on the development plans listed above.*
 - *Wayfinding signage on the plaza level and at the waterfront walkway to aid in connecting pedestrians to the waterfront either via use of elevator or stairs*
 - *Water features are required to use recirculating water systems and are subject to any relevant drinking water restrictions.*
- 7) This Development Permit applies to the form and character on the site. For details shown in off-site areas the plans may be subject to change following the provisions of a Servicing Agreement.
- 8) Minor changes to the aforesaid drawings that do not affect the intent of this Development Permit or the general appearance of the buildings and character of the development may be permitted, subject to the approval of the Director of Planning.
- 9) If the Permittee does not commence the development permitted by this Permit within twenty-four months of the date of this Permit, this Permit shall lapse.
- 10) This Permit is NOT a Building Permit.
- 11) As a condition of the issuance of the Building Permit, Council requires that the Permittee provide security for the value of **\$312,501.00** to ensure that the on-site landscaping component of the development is carried out in accordance with the terms and conditions set out in this permit.
- (a) The condition of the posting of the security is that, should the Permittee fail to carry out the development hereby authorized according to the terms and conditions of this Development Permit within the time provided, the Town may carry out the development or any part of it by its servants, agents or contractors and deduct from the security all costs of so doing, it being understood that the surplus, if any, shall be paid over to the Permittee.
 - (b) If on the other hand, the Permittee carries out the landscaping component of the development permitted by this Development Permit within the time set out herein, the security shall be returned to the Permittee.
 - (c) Prior to issuance of a Building Permit, the Permittee is to file with the Town an irrevocable Letter of Credit or Certified Cheque as security for the installation of hard and soft landscaping in accordance with approved plans, such Letter of Credit to be submitted to the Town at the time of the Building Permit application.
 - (d) The Permittee shall complete the landscaping works required by this permit within six (6) months of issuance of the Occupancy Permit.

Development Permit 2018-05

- (e) If the landscaping is not approved within this six (6) month period, the Town has the option of continuing to renew the security until the required landscaping is completed or has the option of drawing the security and using the funds to complete the required landscaping. In such a case, the Town or its agents have the irrevocable right to enter into the property to undertake the required landscaping for which the security was submitted.
- (f) Upon completion of the landscaping, a holdback of 10% of the original security, plus any deficiencies, will be retained for a 1-year period, to be returned upon written final approval from the Landscape Architect.
- (g) The following standards for landscaping are set:
 - (i) All landscaping works and planters and planting materials shall be provided in accordance with the landscaping as specified on the Site Plan and Landscaping Plan which forms part of this Permit.
 - (ii) All planting materials that have not survived within one year of planting shall be replaced at the expense of the Permittee.

AUTHORIZING RESOLUTION PASSED BY COUNCIL

THIS THE 8TH DAY OF MAY, 2018.

ISSUED THIS 1ST DAY OF JUNE, 2018.



Wayne Rowe
Mayor



Selina Williams
Corporate Officer



THE GEORGE HOTEL & RESIDENCES



GIBSONS BC

* RENDERING NOT UPDATED
FOR CURRENT DETAILS SEE
A9.0.3A

#	Date	Remarks
1	2015.12.23	Issued for Planning / DP
2	2016.01.25	Re-submitted for Planning / DP
3	2016.02.17	Issued for Client Review
4	2016.03.11	Issued for Client Review
5	2016.03.24	Issued for Client Review
6	2016.03.17	Issued for Form & Character DP - DP
7	2016.03.07	Character DP - DP
8	2016.03.11	Character DP - DP
9	2016.03.18	Issued for Form & Character DP
10	2016.04.28	Character DP - DP
11	2016.05.08	Issued for Form & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
GOWEN POINT ROAD, GIBSONS, BC

Drawn:	Checked:
Project Number:	10 13 075

OMICRON ARCHITECTURE ENGINEERING CONSTRUCTION LTD.
The Company is a registered professional engineering firm and is not responsible for the design or construction of any structure or system. It is the responsibility of the client to ensure that the design and construction of any structure or system complies with all applicable laws, regulations and codes. The Company is not responsible for any damage or injury resulting from the use of the design or construction of any structure or system.

NOT FOR CONSTRUCTION

COVER SHEET

A0.0.0

LOCATION PLAN:



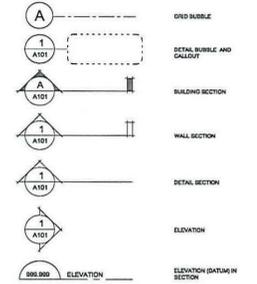
ABBREVIATIONS:

A.F.F.	ADVICE FINISH FLOOR	EQ.	EQUAL	N.I.C.	NOT IN CONTRACT
ALT.	ALTERNATE	F.B.	FLOOR BY DWNR	N.H.S.	NOT TO SCALE
APPROX.	APPROXIMATE	F.D.	FLOOR DRINK	N.T.S.	NOT TO SCALE
ALUM.	ALUMINUM	F.F.	FOUNDATION	S.B.	OUTSIDE DIAMETER
A.S.	ANCHOR BOLT	F.F.E.	FRESH FLOOR ELEVATION	DA.	DIVISION
ACCUST.	ACOUSTICAL	F.L.R.	FLOOR	D.P.P.	DIPPOSITE
ADPH.	ASPHALT	F.R.R.	FIRE RESISTANCE RATING	D.C.	DR CENTER
A.V.C.	AVERAGE	F.U.B.	FURING	D.P.W.	DRAINING CONTRACTOR
B.S.	BOTH SIZES	F.T.G.	FOOTING	F.L.S.	FLUORESCENT LIGHTING
B.L.P.C.	BUILDING	F.F.R.	FIREPROOF	F.L.S. L.M.	FLUORESCENT LIGHTING
B.S.	BOARDS	F.N.	FINDINGS	P.N.T.	PAINT
B.S.G.	BUILDING	G.A.	GAUGE	P.L.	PLATE
B.M.	BOM	G.C.	GENERAL CONTRACTOR	P.L.V.B.	POLYBUTYLENE
B.D.	BOTTOM OF	G.C.C.	GENERAL CONSTRUCTION CONTRACTOR	P.R.	PAIR
B.T.	BOTTOM	G.L.V.	GALVANIZED	P.P.T.	PRESSURE RESISTANT
CONTR.	CONTRACTOR	G.L.	GLASS	R.A.B.	RADIUS
C.E.	CEILING	G.P.	GRIP	R.O.B.	ROUNDED
C.C.	CONCRETE	G.S.	GRAB	R.F.C.	REINFORCE
CONT.	CONTIGUOUS	H.C.	HOLLOW CORE	R.C.L.	RESILIENT
C.L.	CONCRETE SLAB	H.H.	HORIZONTAL	R.H.	ROUGH OPENING
C.O.L.	COLUMN	H.K.	HOLLOW METAL	R.T.L.	RDF TOP UNIT
C.M.U.	CONCRETE MASONRY UNIT	H.P.	HIGH POINT	R.W.L.	RAIN WATER LEADER
C.L.R.	CLAR	H.W.	HEATING & A/C CONTRACTOR	S.T.L.	STEEL
C.T.R.	CONCRETE WITH	H.S.P.	INSIDE DIMENSION CLEAR	S.P.C.	SPRINKLES CEILING
C.V.	CONCRETE VITH	I.B.S.	INSIDE DIAMETER	S.M.	SPECIFICATIONS
DN.	DOWN	I.S.	INTERIOR	S.Q.	SQUARE
D.A.	DIAMETER	J.	JOINT	S.T.	SKATING
D.V.G.	DRAINING	J.M.	JANITOR	S.T.E.	STAIRCASE
D.W.	DRAIN	L.A.K.	LAMINATE	S.T.R.	STRUCTURAL
D.S.	DIAMETER	L.A.V.	LAVATORY	T.B.C.	TO BE CONFIRMED
D.W.	DRAIN	L.F.	LOW POINT	T.O.P.	TOP OF
D.V.G.	DRAINING	L.P.	LOW POINT	T.O.P. OF MASONRY	
D.W.	DRAIN	L.W.	LOW WATER	T.O.P. OF STEEL	
D.V.G.	DRAINING	M.	MASONRY	T.Y.P.	TYPICAL
D.V.G.	DRAINING	M.L.	METAL	U.B.	UNLESS NOTED OTHERWISE
D.V.G.	DRAINING	M.K.	MASONRY	U.F.	UNDER FLOOR
D.V.G.	DRAINING	M.N.C.	MASONRY	V.C.T.	VERTICAL COMPOSITION TILE
D.V.G.	DRAINING	M.S.	MASONRY	W.	WITH
D.V.G.	DRAINING	M.S.	MASONRY	W.D.	WOOD

PROJECT INFORMATION:

PROPERTY INFORMATION
BUILDING DESCRIPTION: 86-STORY HOTEL AND FIVE-STORY RESIDENTIAL FACING GONER POINT ROAD BUILDING WITH TWO LEVELS OF UNDERGROUND PARKING.
CIVIC ADDRESS: 377 + 385 + 387 GONER POINT ROAD & 888 WANN ROAD GIBSON, B.C.
LEGAL DESCRIPTION: LOT 10 & 11, BLOCK A, DL 888, PLAN 14187 LOT 10, BLOCK A, DL 888, PLAN 14187 LOT 11, BLOCK A, DL 888, PLAN 14187
PROPOSED ZONING: CO ZONE
LAND PERMITS: H-2878786 (R/1703 8/15)
AREA OF WANN ROAD: +/- 943 m² / 10,160 SF
PUBLICLY ACCESSIBLE AREA: +/- 1868 m² / 20,200 SF
FLOOR AREA: 17500 m² / 188,000 SF
FLOOR AREA RATIO (BASED ON LAND AREA): 188,000 / 1,023,123 = 18.4%
AREA OF BEACHVIEW BECK & RESTAURANT FOOTPRINT (HOTEL & RESIDENTIAL): 7,270 m² / 78,570 SF
GROUND AREA OF MARINE RESTAURANT: 372 m² / 4,000 SF
PROPOSED LEVELS: FRONT SETBACK GONER POINT ROAD: 10' / 2.94m FRONT SETBACK WANN RD: 10' / 2.94m SIDE SETBACK HOTEL: 10' / 2.94m SIDE SETBACK RESIDENTIAL: 10' / 2.94m
UPPER LEVEL SETBACKS: FRONT SETBACK GONER POINT ROAD: 11'4" / 3.44m FRONT SETBACK WANN RD: 10' / 2.94m SIDE SETBACK HOTEL: 10' / 2.94m SIDE SETBACK RESIDENTIAL: 10' / 2.94m
MAXIMUM BUILDING HEIGHT RESIDENTIAL: FROM GONER POINT ROAD: 65' 0" / 19.81m PROPOSED
MAXIMUM BUILDING HEIGHT HOTEL: FROM GONER POINT ROAD: 86' 0" / 26.21m PROPOSED
HEIGHT REQUESTED RESIDENTIAL: 105' 0" / 31.91m PROPOSED
HEIGHT REQUESTED HOTEL: 126' 0" / 38.41m PROPOSED
AVERAGE GRADE: 7.23 m / 23.72 ft
AVERAGE NATURAL GRADE: 6.38 m / 20.93 ft
MAXIMUM BUILDING HEIGHT ABOVE AVERAGE GRADE: 31.84 m / 104.46 ft
PARKING PROVIDED: 214 Vehicle stalls
 17 Class 1 Bays for accessible accommodation
 37 Class 2 Bays for accessible accommodation
 1 Class 3 Bays for accessible accommodation
 1 Class 4 Bays for accessible accommodation
 1 Class 5 Bays for accessible accommodation
 1 Class 6 Bays for accessible accommodation
 1 Class 7 Bays for accessible accommodation
 1 Class 8 Bays for accessible accommodation
 1 Class 9 Bays for accessible accommodation
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 1 Class 96 Bays for accessible accommodation
 1 Class 97 Bays for accessible accommodation
 1 Class 98 Bays for accessible accommodation
 1 Class 99 Bays for accessible accommodation
 1 Class 100 Bays for accessible accommodation

SYMBOL LEGEND:



PROJECT TEAM:

BUILDING OWNER:
 KLAUS FUERNISS ENTERPRISES INC.
 P.O. BOX 875
 GIBSON, B.C. CANADA, V9V 1V9
 PHONE: 844 888 2982
 E-MAIL: kfuerniss@kfe.com

OWNER REPRESENTATIVE:
 COLLEEN DUNN, ARCHITECT ASSOC. LTD.
 551 BRIDGEWAY RD.
 GIBSON, B.C. CANADA, V9V 1V1
 E-MAIL: c.dunn@colleendunn.com

ARCHITECT:
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 GIBSON, B.C. CANADA, V9V 1V1
 E-MAIL: c.dunn@colleendunn.com

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 E-MAIL: c.dunn@colleendunn.com

LANDSCAPE ARCHITECT:
 PAUL HOLLIDAY
 10151 ANTHELM AVENUE, TORONTO, ONT. M2R 1A9
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 E-MAIL: paul.holliday@paulholliday.com

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 10151 ANTHELM AVENUE, TORONTO, ONT. M2R 1A9
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 E-MAIL: larry.fenkelf@larryfenkel.com

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 PHONE: 416 491 8881
 E-MAIL: larry.fenkelf@larryfenkel.com

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ELECTRICAL ENGINEER:
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PLUMBING ENGINEER:
 LARRY FENKEL
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 PHONE: 416 491 8881
 E-MAIL: larry.fenkelf@larryfenkel.com

DRAWING LIST:

NO.	DESCRIPTION	DATE
A0.0.1	CONCRETE SHEET	2018.03.29
A0.0.2	PROJECT DATA	2018.03.29
A0.0.3	PROPOSED SECTIONS	2018.03.29
A0.0.4	SITE PLAN	2018.03.29
A0.0.5	CONCRETE PLAN	2018.03.29
A0.0.6	LEVEL 1 + FLOOR PLAN	2018.03.29
A0.0.7	LEVEL 2 + FLOOR PLAN	2018.03.29
A0.0.8	LEVEL 3 + FLOOR PLAN	2018.03.29
A0.0.9	LEVEL 4 + FLOOR PLAN	2018.03.29
A0.0.10	LEVEL 5 + FLOOR PLAN	2018.03.29
A0.0.11	ROOF PLAN	2018.03.29
A0.0.12	WATERFRONT RESTAURANT BUILDING ELEVATIONS	2018.03.29
A0.0.13	HOTEL - NORTH AND SOUTH BUILDING ELEVATIONS	2018.03.29
A0.0.14	HOTEL - WEST AND EAST BUILDING ELEVATIONS	2018.03.29
A0.0.15	WATERFRONT RESTAURANT BUILDING ELEVATIONS	2018.03.29
A0.0.16	HOTEL - WEST AND EAST BUILDING ELEVATIONS	2018.03.29
A0.0.17	HOTEL - WEST AND EAST BUILDING ELEVATIONS	2018.03.29
A0.0.18	HOTEL - WEST AND EAST BUILDING ELEVATIONS	2018.03.29
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A0.0.50	HOTEL - WEST AND EAST BUILDING ELEVATIONS	2018.03.29

SURVEY

LANDSCAPE

NO.	DESCRIPTION	DATE
L1	LANDSCAPE CONCEPT PLAN	2018.03.29
L2	LANDSCAPE PRELIMINARY PLAN	2018.03.29
L3	LANDSCAPE LEVEL PLAN	2018.03.29
L4	LANDSCAPE LIGHTING PLAN	2018.03.29
L5	LANDSCAPE IRRIGATION PLAN	2018.03.29
L6	LANDSCAPE PAINT PLAN	2018.03.29
L7	LANDSCAPE FINISH PLAN	2018.03.29



ISSUED	Date	Remarks
1	2018.03.29	Issued for Planning DP
2	2018.03.29	Issued for Planning DP
3	2018.03.29	Issued for Client Review
4	2018.03.29	Issued for Client Review
5	2018.03.29	Issued for Client Review
6	2018.03.29	Issued for Client Review
7	2018.03.29	Issued for Client Review
8	2018.03.29	Issued for Client Review
9	2018.03.29	Issued for Client Review
10	2018.03.29	Issued for Client Review

Issued for Form & Character - DP

KLAUS FUERNISS ENTERPRISES INC.
 THE GEORGE HOTEL & RESIDENCES
 GONER POINT ROAD, GIBSON, B.C.

Drawn: Checked:
 Project Number: 10 13 075

NOT FOR CONSTRUCTION

PROJECT DATA

A0.0.1

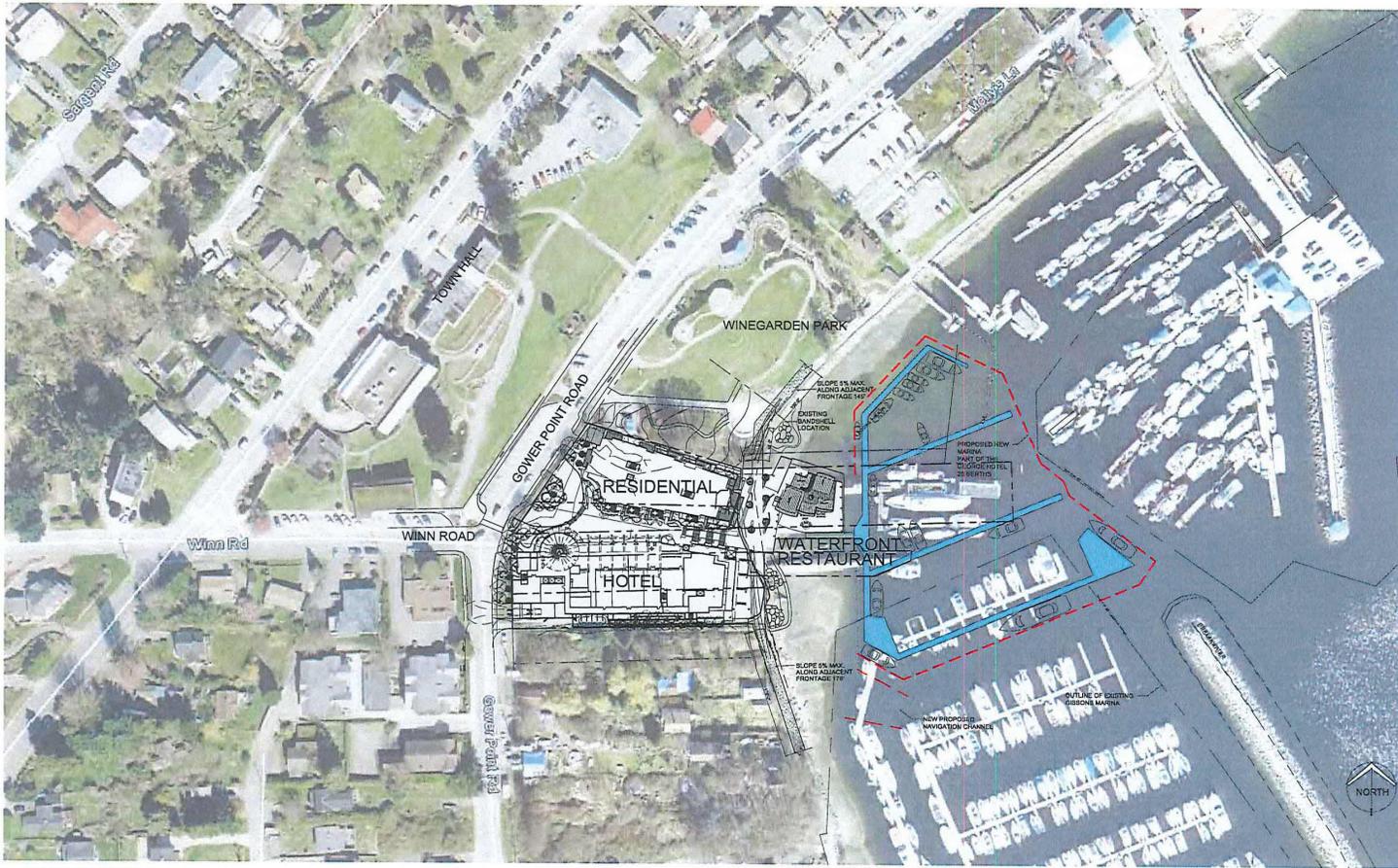


ISSUED #	Date	Remarks
1	2013.12.20	Issued for Reviewing / DP
2	2014.05.10	Revised for Reviewing / DP
3	2015.02.17	Issued for Client Review
4	2015.05.11	Issued to CDMP
5	2015.05.29	Issued for Client Review
6	2015.07.17	Issued for Form & Character DP - 2014/17
7	2015.07.07	Character DP - 2014/17
8	2015.05.11	Character DP - 2014/17
9	2015.05.18	Issued for Form & Character DP - 2014/17
10	2015.04.29	Issued for Form & Character DP
11	2015.05.06	Issued for Form & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
GOWER POINT ROAD, GOWERS Pt., BC

Drawn: _____
Checked: _____
Project Number: 10 13 075



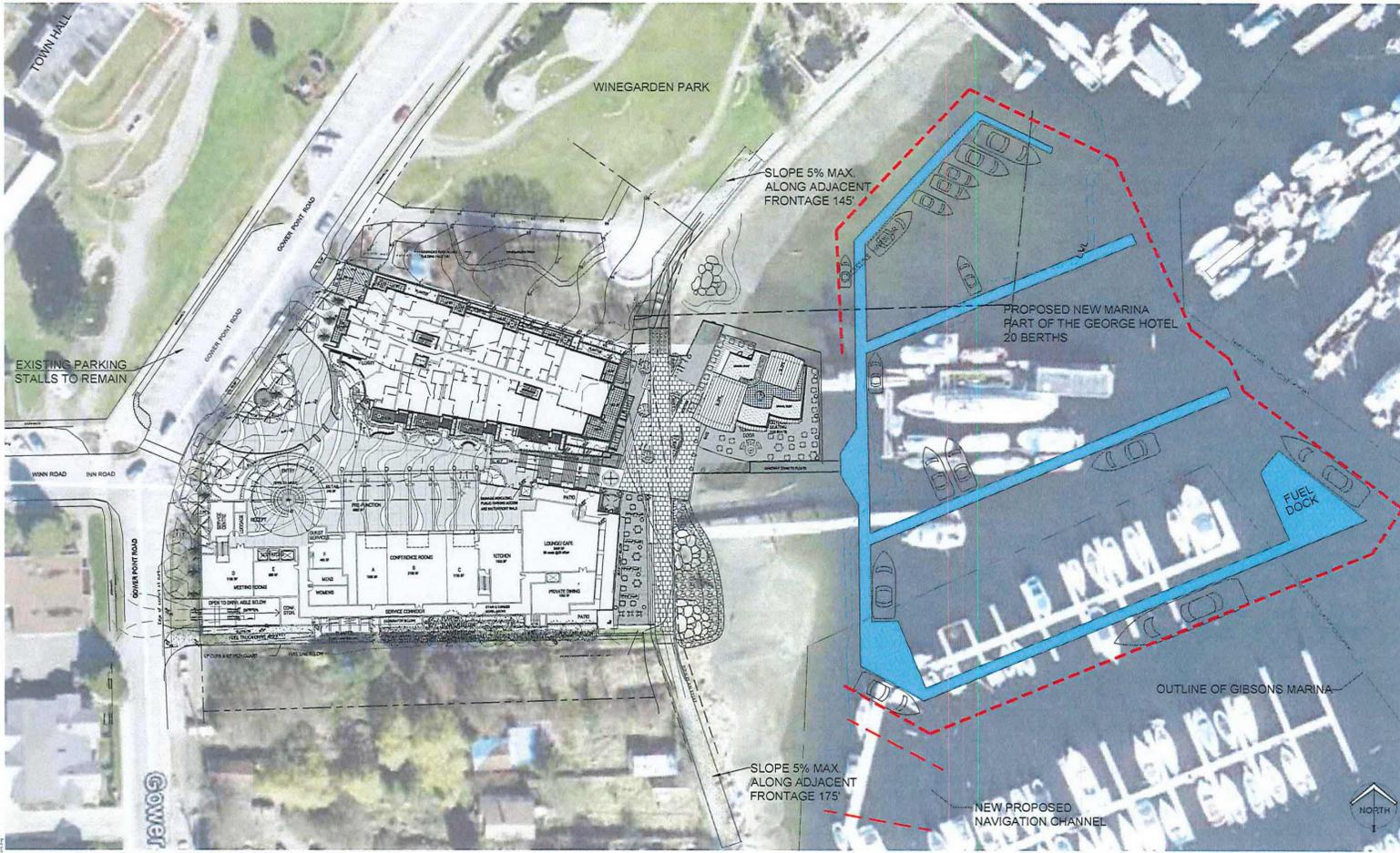
SITE PLAN
SCALE: 1:500 = 1" = 1'

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CONTEXT PLAN

A1.0.2



SITE PLAN
SCALE: 1/8" = 1'-0"

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 Full Floor, Three Level Office
 100 North Street
 PO Box 4850 - Vancouver, BC
 V7E 1H4 - CANADA
 CONSULTANT
 Tel: 604.682.3300
 F: 604.682.3361
 www.omicron.com

#	Date	Remarks
1	2015.12.20	Issued for Requiring GP
2	2016.01.05	Revised for Requiring / DP
3	2015.03.17	Issued for Client Review
4	2016.01.11	Issued for Client Review
5	2015.03.04	Issued for Form & Character DP - DRAFT
6	2016.03.17	Issued for Form & Character DP - DRAFT
7	2016.03.07	Issued for Form & Character DP - DRAFT
8	2016.03.11	Issued for Form & Character DP - DRAFT
9	2016.03.10	Issued for Form & Character DP - DRAFT
10	2016.04.26	Issued for Form & Character DP
11	2016.05.08	Issued for Form & Character DP

Issued for Form & Character - DP

KLAUS FUERNISS ENTERPRISES INC.
 THE GEORGE HOTEL & RESIDENCES
GEORGE POINT FERRUGINO, GIBSONS, BC

Drawn: _____
 Checked: _____
 Project Number: 10 13 075

A1.0.3

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NOT FOR CONSTRUCTION

SITE PLAN WITH MARINA



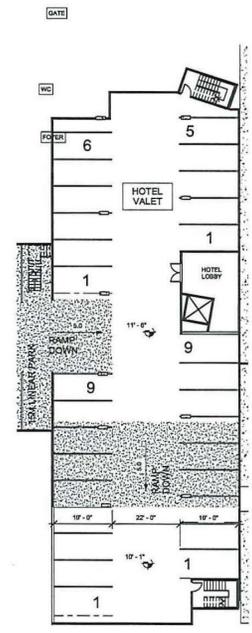
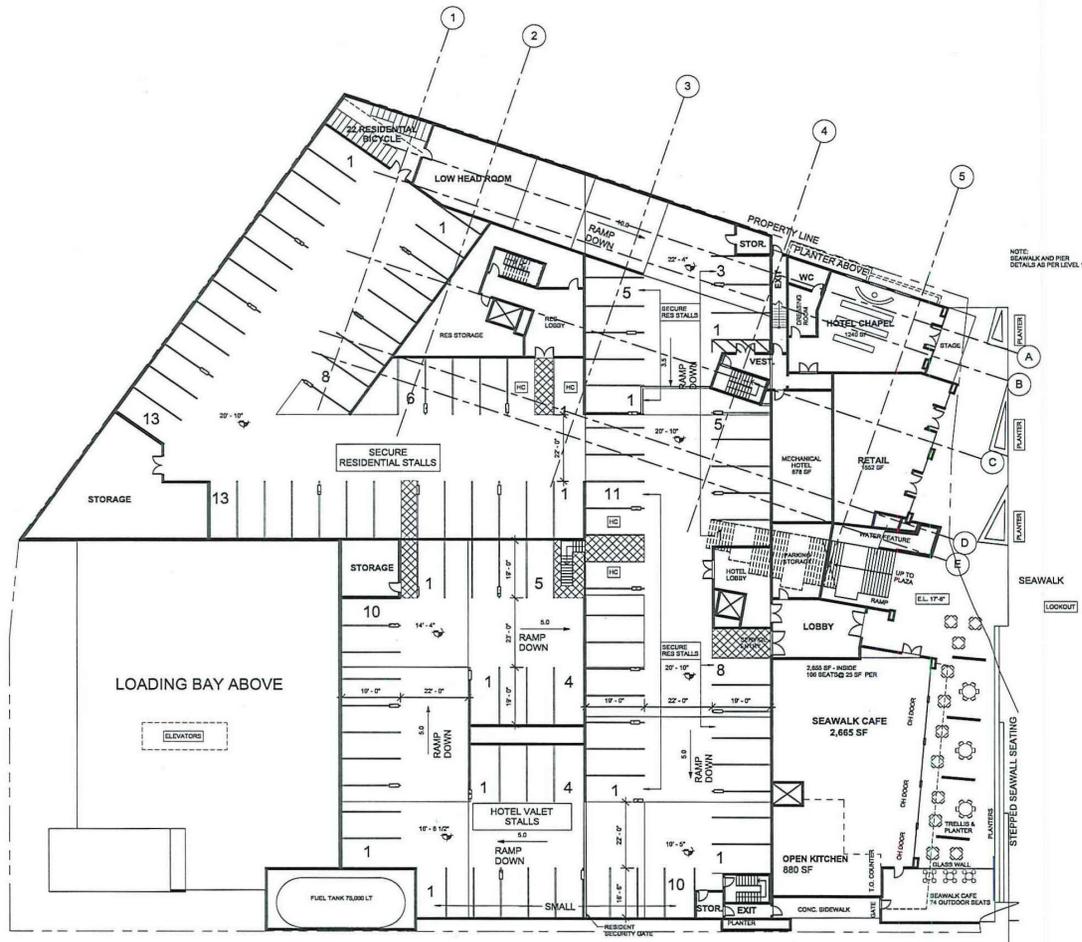
ISSUED	Date	Remarks
1	2013-08-28	Issue for Review/SP
2	2013-09-10	Revised for Planning/SP
3	2013-09-10	Issue for Design
4	2013-09-10	Issue for Design
5	2013-09-10	Issue for Design
6	2013-09-10	Issue for Design
7	2013-09-10	Issue for Design
8	2013-09-10	Issue for Design
9	2013-09-10	Issue for Design
10	2013-09-10	Issue for Design
11	2013-09-10	Issue for Design
12	2013-09-10	Issue for Design
13	2013-09-10	Issue for Design

Issued for Form & Character

**KLAUS FUERNISS
ENTERPRISES INC.**
**THE GEORGE
HOTEL & RESIDENCES**
GOWER POINT ROAD, GIBBONS, BC

Drawn: BF/EB Checked: CD
Project Number: 10 13 075

A2.0.1

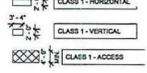


03 - P2
SCALE: 1/8"=1'-0"

PARKING LEGEND



BIKE PARKING LEGEND

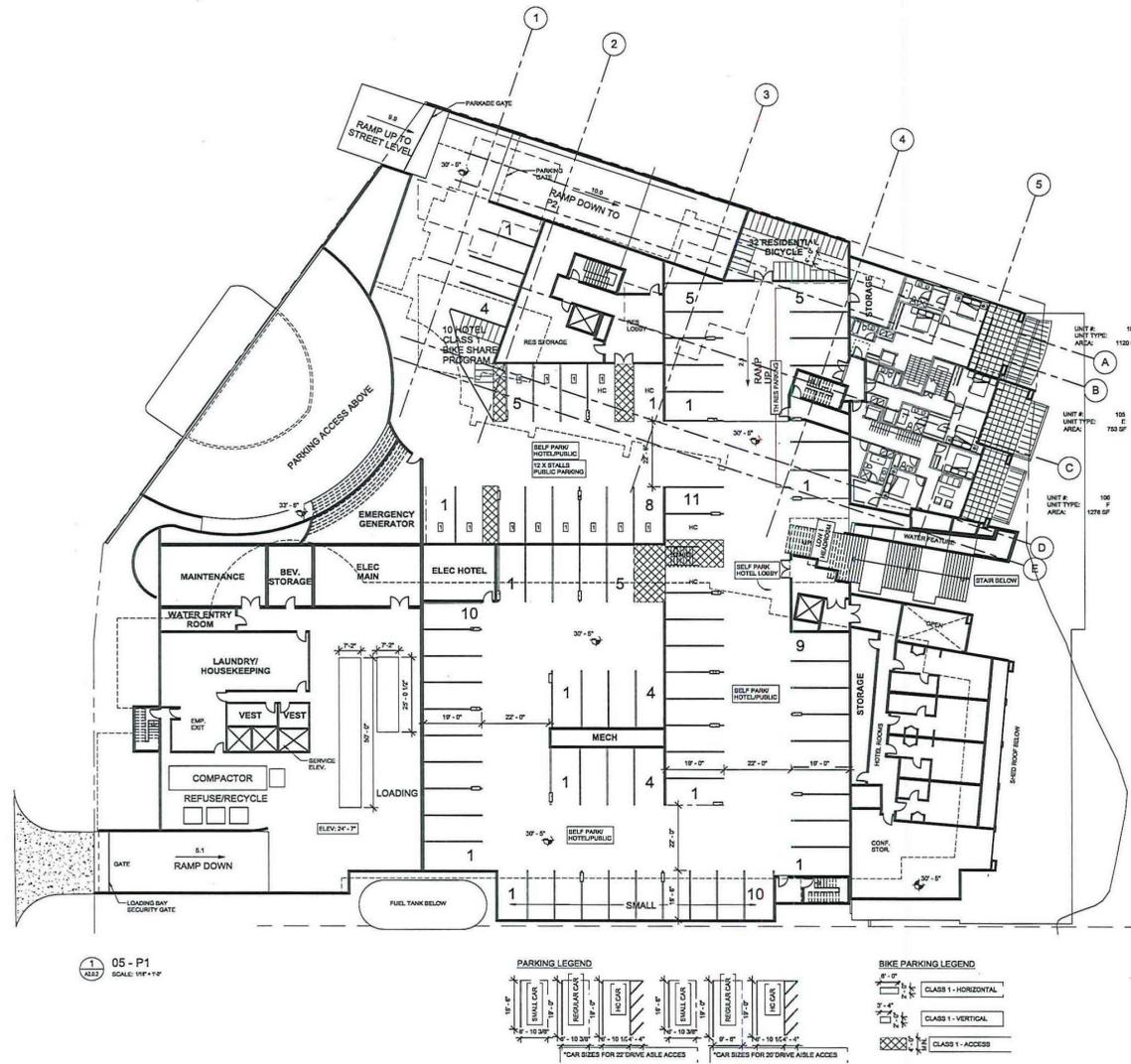


01 - P3
SCALE: 1/8"=1'-0"

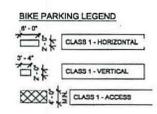
OMICRON ARCHITECTURE ENGINEERING CONSTRUCTION LTD.
 17th Floor, Three Boral Centre, 100 Bay Street, Toronto, Ontario M5J 0B7
 Tel: 416 593-2222 Fax: 416 593-2221
 www.omicron.com
 Project: THE GEORGE HOTEL & RESIDENCES
 Drawing: 03 - P2
 Date: 2013-09-10
 Drawn: BF/EB
 Checked: CD
 Project Number: 10 13 075

NOT FOR CONSTRUCTION

LEVEL P3 & P2 - FLOOR PLAN



05 - P1
SCALE: 1/8" = 1'-0"



Issued for Form & Character

KLAUS FUERNISS ENTERPRISES INC.
THE GEORGE HOTEL & RESIDENCES
 GOWER POINT ROAD, GIBBSONS, BC

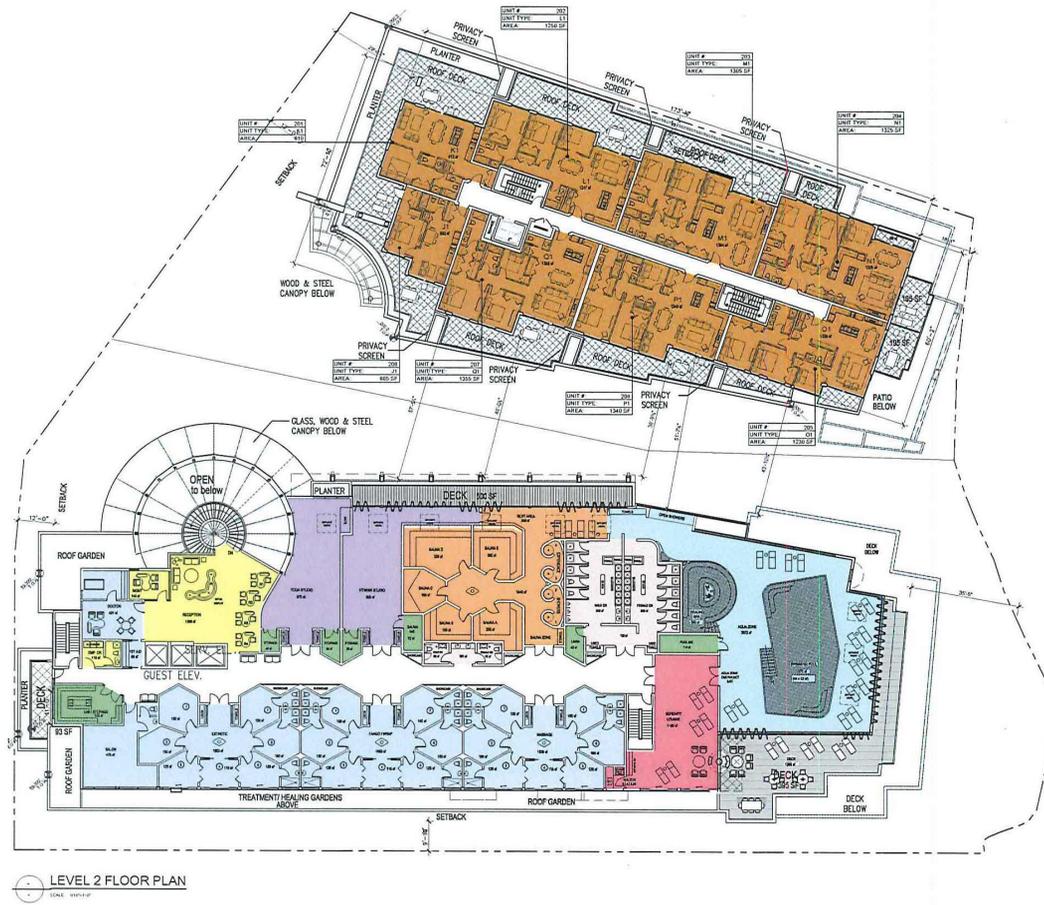
Drawn: BF/EB Checked: CD
 Project Number: 10 13 075

OMICRON ARCHITECTURE ENGINEERING CONSTRUCTION LTD.
 1000 Burrville Street, Vancouver, BC V7E 1A4
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 www.omicron.com

NOT FOR CONSTRUCTION

LEVEL P1 - FLOOR PLAN

A2.0.2



LEVEL 2 FLOOR PLAN
SCALE: 1/8" = 1'-0"

OMICRON
 Filed Floor, Three Banded Centre
 100 West Street
 100 West Street, Vancouver, BC
 V6C 1A6, Canada
 CONSULTANT
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 Fax: 604-681-1101
 www.omicron.com

ISSUED #	Date	Remarks
1	2013-12-20	Issued for Preliminary DP
2	2014-03-03	Re-issued for Rezoning / DP
3	2015-02-17	Issued for Client Review
4	2015-11-11	Issued to Client
5	2015-02-04	Issued to Client review
6	2016-02-17	Issued for Form & Character DP - DRAFT
7	2016-03-07	Character DP - DRAFT
8	2016-03-11	Issued for Form & Character DP - DRAFT
9	2016-03-18	Character DP - DRAFT
10	2016-04-29	Issued for Form & Character DP
11	2016-05-06	Issued for Form & Character DP

Issued for Form & Character - DP

KLAUS FUERNISS ENTERPRISES INC.
 THE GEORGE HOTEL & RESIDENCES
GOVERN POINT ROAD, GEORGE, BC

Drawn:	Checked:
Project Number:	10 13 075

NOT FOR CONSTRUCTION

LEVEL 2 FLOOR PLAN
A2.0.4

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ISSUES	#	Date	Comments
1	2013 12 20	Issued for Review / DP	
2	2014 08 10	Revised for Planning / DP	
3	2015 02 17	Issued for Client review	
4	2015 08 12	Issued for CDV	
5	2016 02 04	Issued for Client review	
6	2016 03 17	Character DP, DRAFT	
7	2016 03 07	Issued for Form & DP	
8	2016 03 11	Issued for Form & DP	
9	2016 03 18	Issued for Form & DP	
10	2016 04 29	Issued for Form & DP	

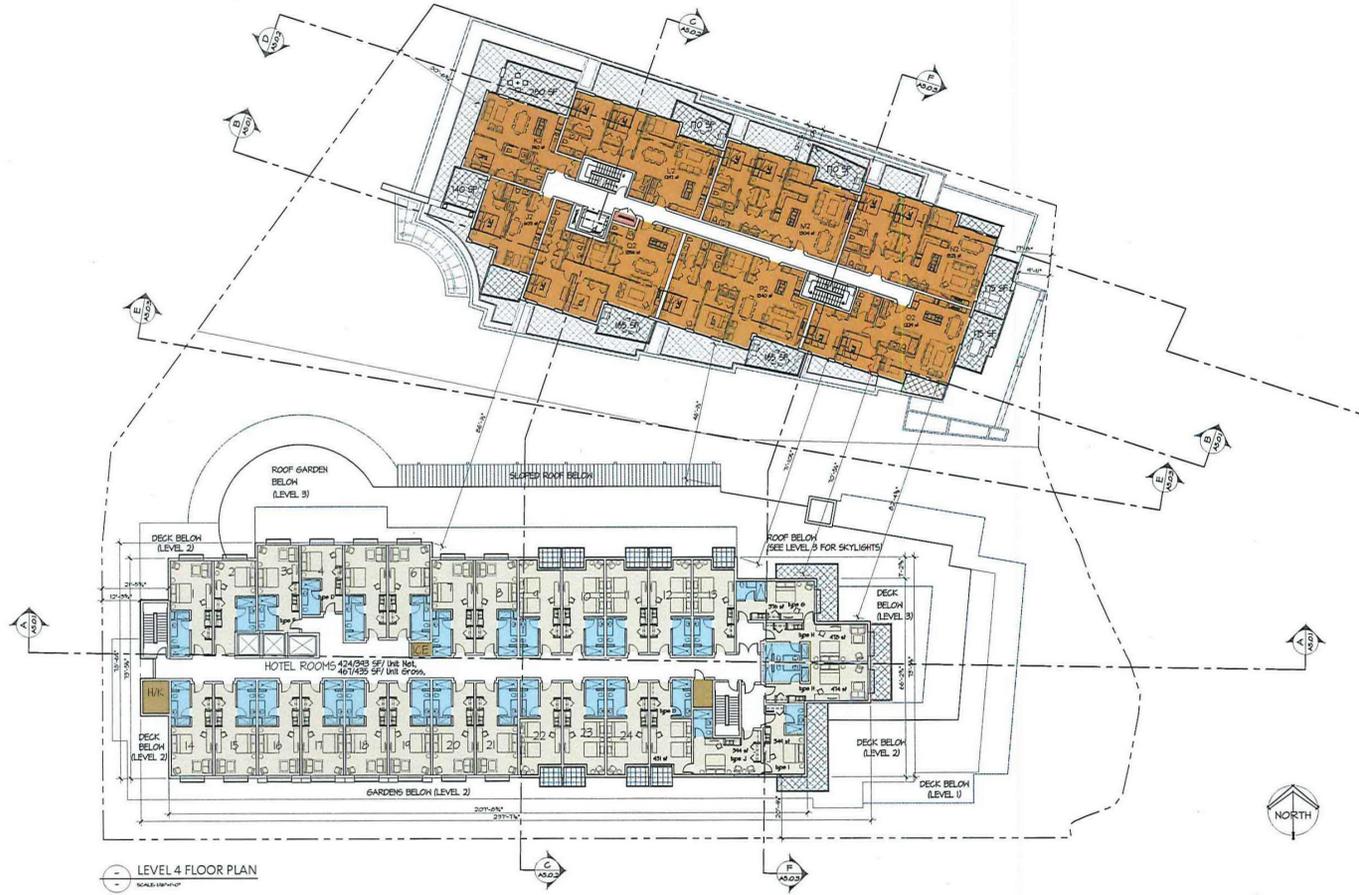
Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
GORTER POINT ROAD, GIBSON, BC

Drawn:	Checked:
Project Number:	10 13 075

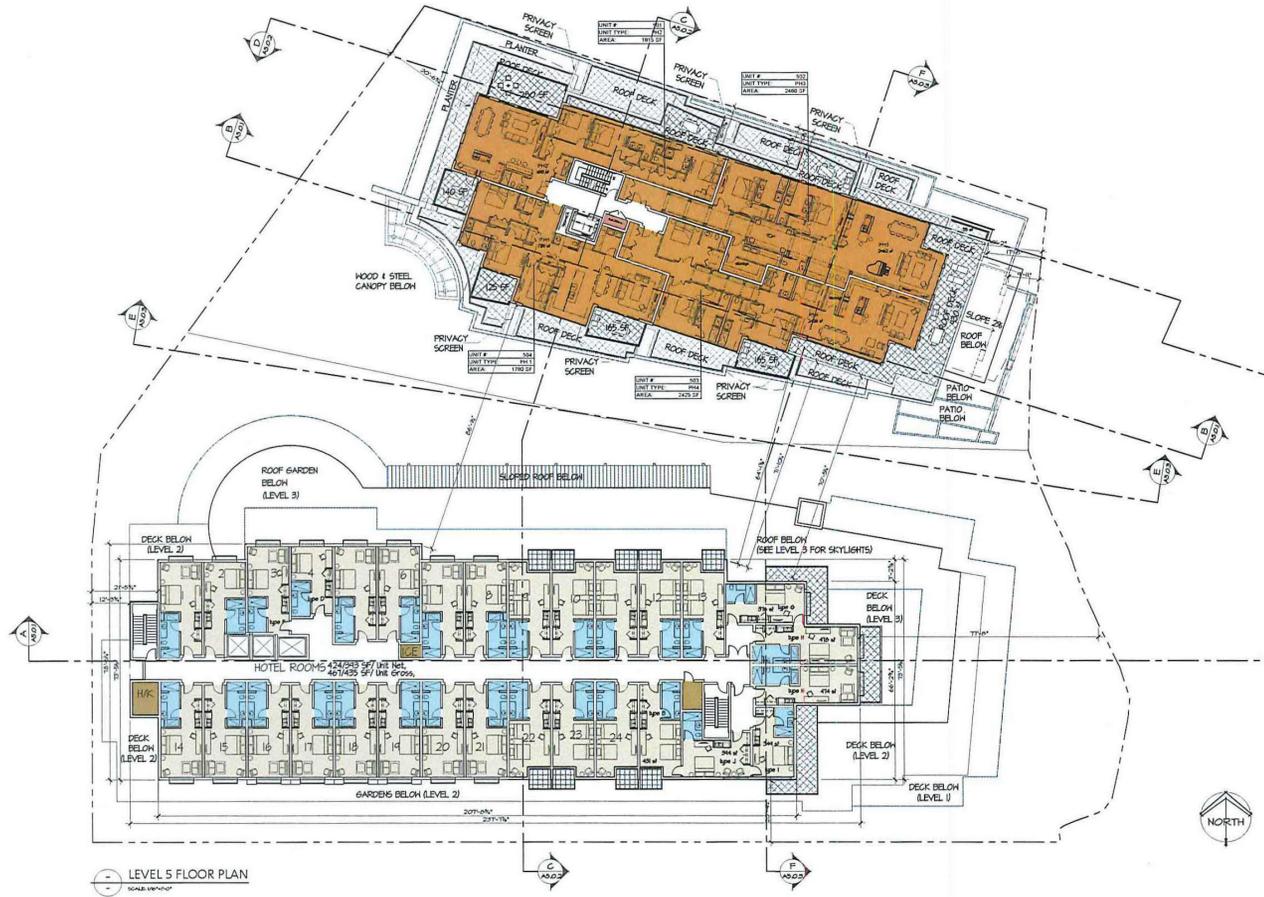
LEVEL 4
FLOOR PLAN

A2.0.6



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LEVEL 5 FLOOR PLAN
SCALE: 1/8"=1'-0"



KEY NOTES:

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ISSUED	DATE	REVISIONS
1	2013.02.28	Issued for Planning / DP
2	2014.08.18	Revised for Planning / DP
3	2015.02.17	Issued for Client review
4	2015.02.17	Issued for Client review
5	2015.02.24	Issued for Client review
6	2016.02.17	Issued for Form 3
7	2016.03.07	Character DP - Draft
8	2016.03.11	Issued for Form 3
9	2016.03.18	Character DP - Draft
10	2016.04.29	Issued for Form 3 & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
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THE GEORGE
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GOWER POINT ROAD, GIBSONS, BC

Drawn:	Checked:
Project Number:	10 13 075

NOT FOR CONSTRUCTION

LEVEL 5
FLOOR PLAN
A2.0.7



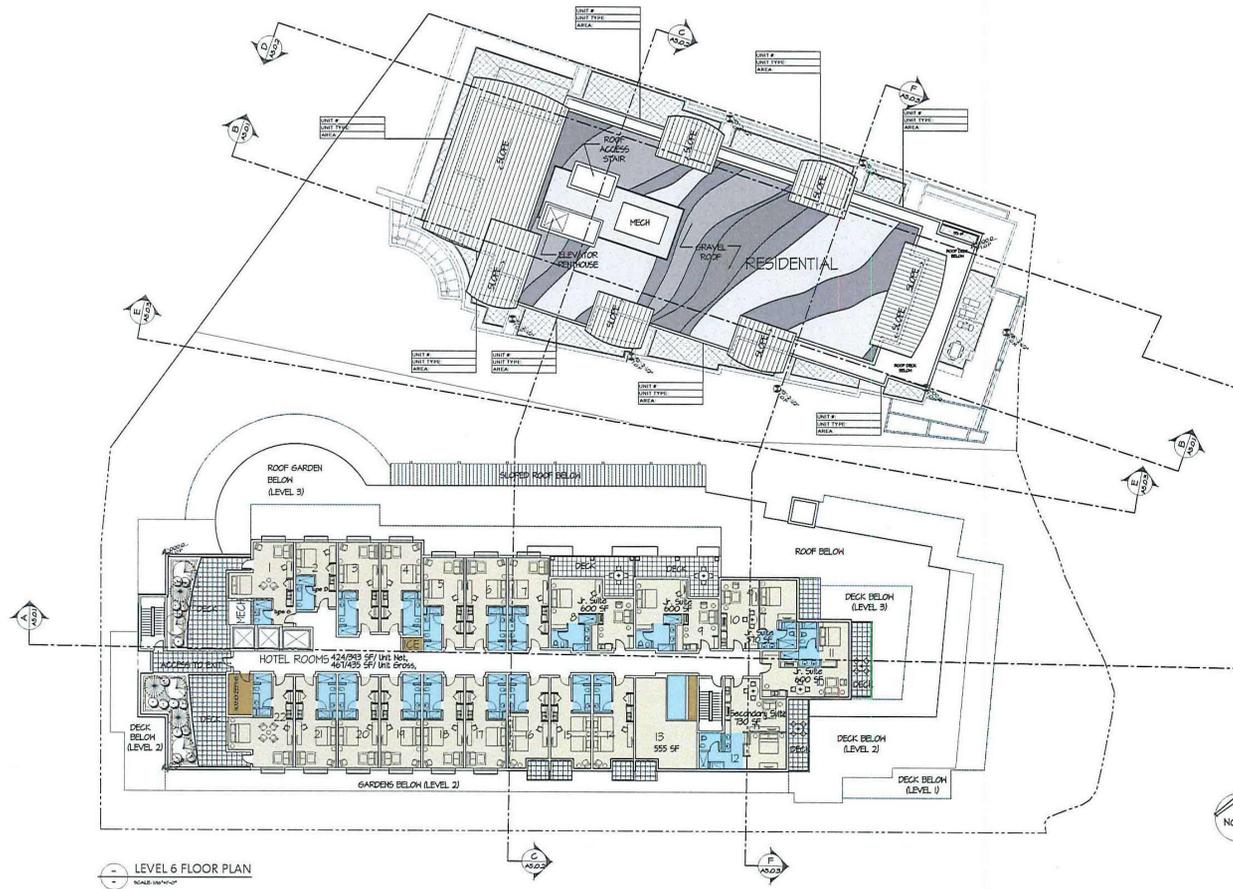
ISSUED #	Date	Remarks
1	2013-12-20	Issued for Reviewing / DP
2	2014-09-10	Revised for Reviewing / DP
3	2015-02-17	Issued for Client Review
4	2015-05-11	Issued to COV
5	2015-05-26	Issued for Client Review
6	2015-05-26	Issued for Form
7	2016-01-17	Character DP - DRAFT
8	2016-01-27	Issued for Form
9	2016-03-11	Character DP - DRAFT
10	2016-03-18	Issued for Form - DRAFT
11	2016-03-18	Character DP - DRAFT
12	2016-04-29	Issued for Form & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
600 WEST POINT ROAD, GLENSIDE, BC

Drawn: _____ Checked: _____
Project Number 10 13 075

A2.0.8



KEY NOTES:

OMICRON ARCHITECTURE ENGINEERING CONSTRUCTION LTD.

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HOTEL LEVEL 6 FLOOR PLAN &
RESIDENTIAL ROOF PLAN



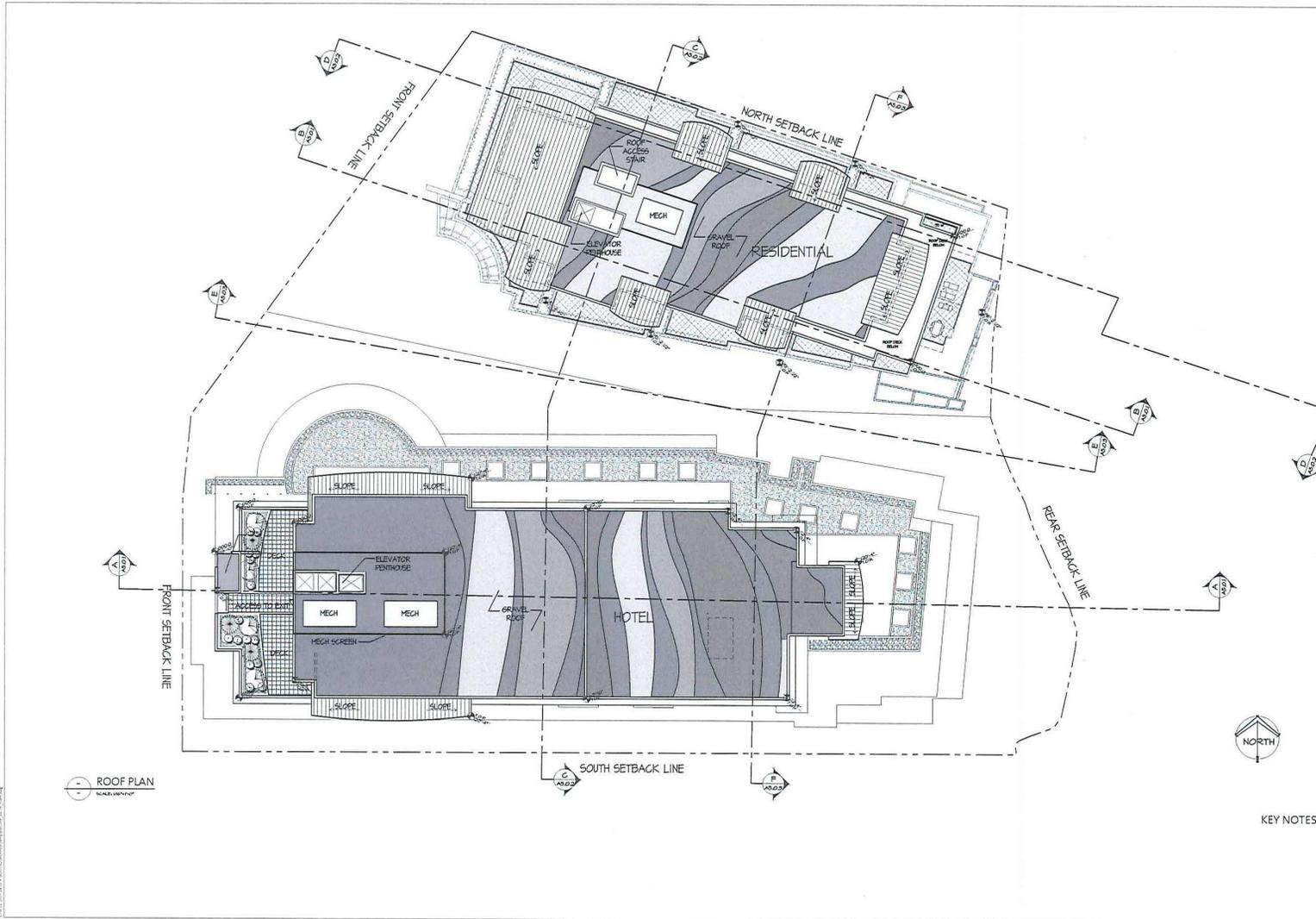
ISSUED #	Date	Remarks
1	2012-02-28	Issued for Reviewing / DP
2	2014-02-10	Re-issued for Reviewing / DP
3	2016-02-17	Issued for Client Review
4	2015-03-11	Issued to COV
5	2016-03-06	Issued for Client Review
6	2016-02-17	Issued for Form
7	2016-03-07	Character DP, DRAFT Issued for Form
8	2016-03-11	Character DP, DRAFT Issued for Form
9	2016-03-18	Character DP, DRAFT Issued for Form
10	2016-04-29	Issued for Form & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
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GOVERNMENT ROAD, BURNABY, BC

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Project Number	10 13 075

A2.0.9



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ROOF PLAN

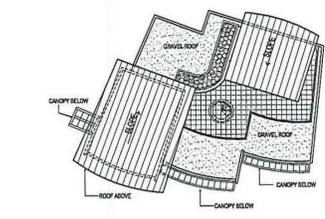
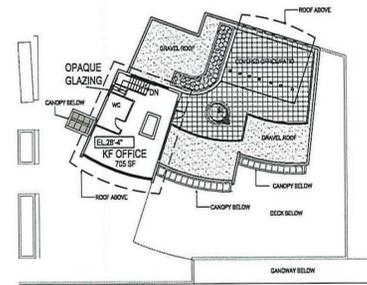
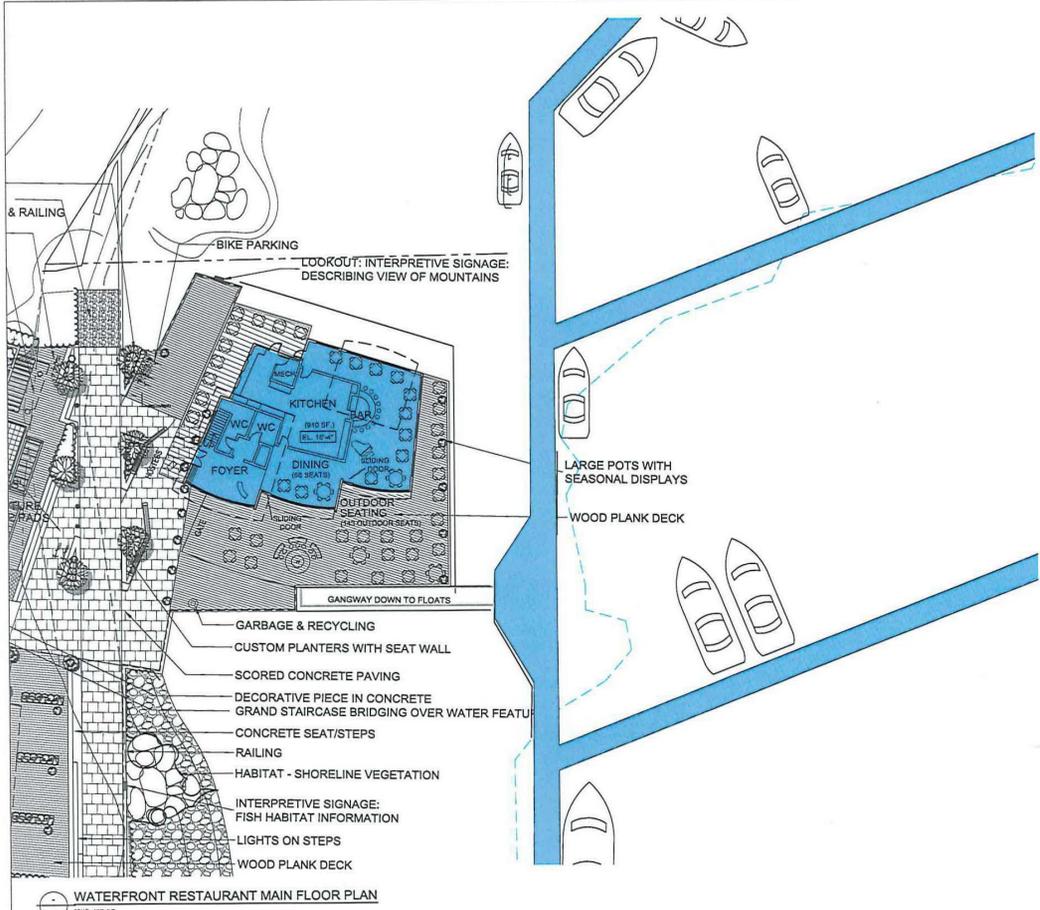
OMICRON
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ISSUE #	Date	Remarks
1	2019.02.20	Issued for Planning / DP
2	2019.03.10	Revised for Planning / DP
3	2019.03.17	Issued for Client Review
4	2019.03.11	Issued for DP
5	2019.03.08	Issued for Client Review
6	2019.03.17	Issued for Form & Character DP - SHAWT
7	2019.03.07	Issued for Form & Character DP - SHAWT
8	2019.03.11	Issued for Form & Character DP - SHAWT
9	2019.03.16	Issued for Form & Character DP - SHAWT
10	2019.04.29	Issued for Form & Character DP
11	2019.05.06	Issued for Form & Character DP

Issued for Form & Character - DP

KLAUS FUERNISS ENTERPRISES INC.
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CONCRETE POINT FRONT, GIBSONS, BC

Drawn:	Checked:
Project Number:	10 13 075



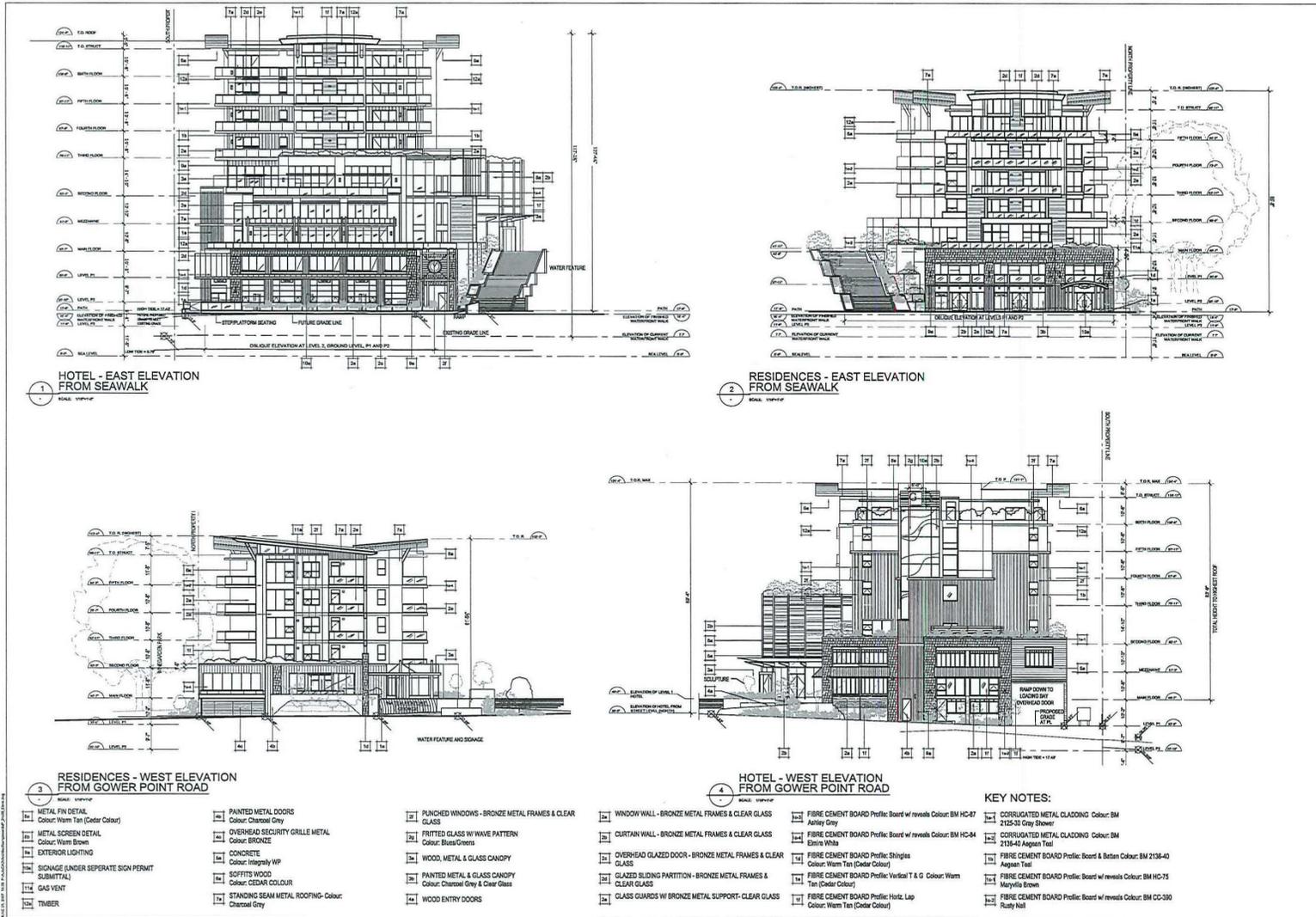
KEY NOTES:

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WATERFRONT RESTAURANT PLAN

A2.10



ISSUED	Date	Revisions
1	2015.12.23	Issued for Planning / DP
2	2016.05.20	Revised for Planning / DP
3	2016.05.17	Issued for Client review
4	2016.05.17	Issued for Client review
5	2016.05.04	Issued for Client review
6	2016.05.17	Issued for Form & Character DP - DP
7	2016.05.07	Issued for Form & Character DP - DP
8	2016.05.11	Issued for Form & Character DP - DP
9	2016.05.18	Issued for Form & Character DP - DP
10	2016.04.29	Issued for Form & Character DP - DP
11	2016.05.06	Issued for Form & Character DP - DP

Issued for Form & Character - DP

KLAUS FUERNISS ENTERPRISES INC.
THE GEORGE HOTEL & RESIDENCES
GOWER POINT ROAD, VANCOUVER, BC

Drawn: Checked:
Project Number: 10 13 075

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HOTEL & RESIDENCES
EAST & WEST BUILDING ELEVATIONS

A4.0.2



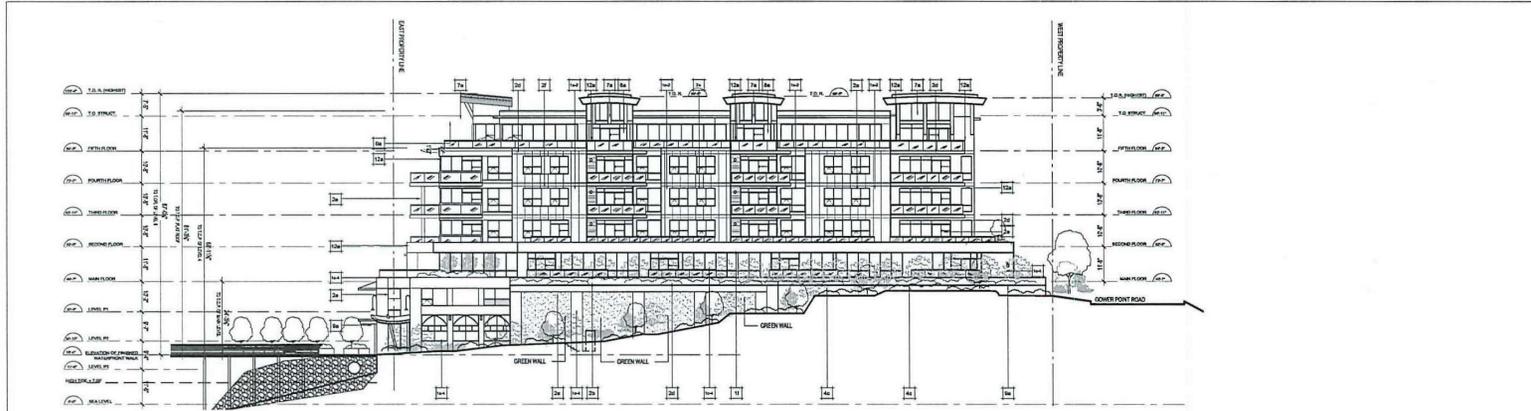
REV	Date	Remarks
1	2015.12.20	Issued for Planning / DP
2	2016.06.03	Revised for Planning / DP
3	2016.03.17	Issued for Client Review
4	2016.06.11	Issued for Client Review
5	2016.08.24	Issued for Client Review
6	2016.03.17	Issued for Form & Character DP - 2016/7
7	2016.03.07	Character DP - 2016/7 Issued for Form & Character DP - 2016/7
8	2016.03.11	Character DP - 2016/7 Issued for Form & Character DP - 2016/7
9	2016.03.18	Character DP - 2016/7 Issued for Form & Character DP - 2016/7
10	2016.06.29	Character DP - 2016/7 Issued for Form & Character DP - 2016/7
11	2016.06.06	Issued for Form & Character DP

Issued for Form &
Character - DP

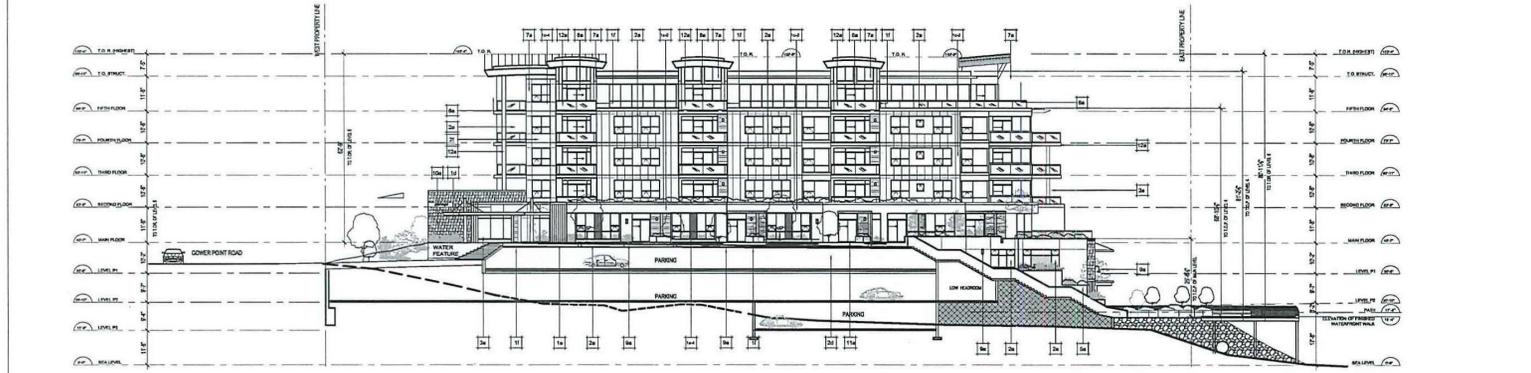
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THE GEORGE
HOTEL & RESIDENCES
GOVERNMENT ROAD, GERRARD, ONT.

Drawn:	Checked:
Project Number:	10 13 075

A4.0.3



1 RESIDENCES - NORTH ELEVATION
Scale: 1/8"=1'-0"



2 RESIDENCES - SOUTH ELEVATION
Scale: 1/8"=1'-0"

- 101 METAL FIN DETAIL
Colour: Warm Tin (Cedar Colour)
- 102 METAL SCREEN DETAIL
Colour: Warm Stone
- 103 EXTERIOR LIGHTING
- 104 SIGNAGE (UNDER SEPARATE SIGN PERMIT SUBMITTAL)
- 105 GAS VENT
- 106 TIMBER

- 107 PAINTED METAL DOORS
Colour: Charcoal Grey
- 108 OVERHEAD SECURITY GRILLE METAL
Colour: BRONZE
- 109 CONCRETE
Colour: Integrity WP
- 110 SOFFITS WOOD
Colour: CEDAR COLOUR
- 111 STANDING SEAM METAL ROOFING-Colour:
Charcoal Grey

- 112 FRITTED WINDOWS - BRONZE METAL FRAMES & CLEAR GLASS
- 113 FRITTED GLASS W/ WAVE PATTERN
Colour: Blues/Greens
- 114 WOOD, METAL & GLASS CANOPY
- 115 PAINTED METAL & GLASS CANOPY
Colour: Charcoal Grey & Clear Glass
- 116 WOOD ENTRY DOORS

- 117 WINDOW WALL - BRONZE METAL FRAMES & CLEAR GLASS
- 118 CURTAIN WALL - BRONZE METAL FRAMES & CLEAR GLASS
- 119 OVERHEAD GLAZED DOOR - BRONZE METAL FRAMES & CLEAR GLASS
- 120 GLAZED SLIDING PARTITION - BRONZE METAL FRAMES & CLEAR GLASS
- 121 GLASS GUARDS W/ BRONZE METAL SUPPORT - CLEAR GLASS

- 122 FIBRE CEMENT BOARD Profile: Board w/ reveals Colour: BM HC-87 Ashley Gray
- 123 FIBRE CEMENT BOARD Profile: Board w/ reveals Colour: BM HC-84 Estira White
- 124 FIBRE CEMENT BOARD Profile: Shingles Colour: Warm Tin (Cedar Colour)
- 125 FIBRE CEMENT BOARD Profile: Vertical T & G Colour: Warm Tin (Cedar Colour)
- 126 FIBRE CEMENT BOARD Profile: Horizontal Lap Colour: Warm Tin (Cedar Colour)

KEY NOTES:

- 127 CORRUGATED METAL CLADDING Colour: BM 2135-30 Gray Steved
- 128 CORRUGATED METAL CLADDING Colour: BM 2138-40 Argon Trail
- 129 FIBRE CEMENT BOARD Profile: Board & Butler Colour: BM 2136-40 Argon Trail
- 130 FIBRE CEMENT BOARD Profile: Board w/ reveals Colour: BM HC-75 Maryville Brown
- 131 FIBRE CEMENT BOARD Profile: Board w/ reveals Colour: BM CC-390 Rusty Hill

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RESIDENCES-NORTH AND SOUTH
BUILDING ELEVATIONS

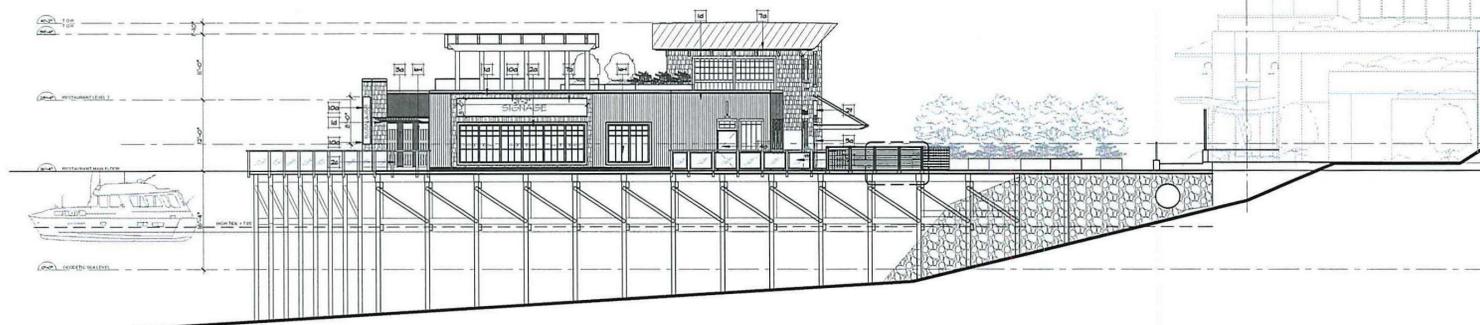


ISSUED	DATE	DESCRIPTION
1	2013.02.26	Issued for Review / DP
2	2013.03.10	Revised for Review / DP
3	2013.03.17	Issued for Client Review
4	2013.03.17	Issued for Client Review
5	2013.03.24	Issued for Client Review
6	2013.03.27	Issued for Form & Character DP
7	2014.03.07	Issued for Form & Character DP
8	2014.03.11	Issued for Form & Character DP
9	2016.03.10	Issued for Form & Character DP
10	2016.04.29	Issued for Form & Character DP

Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
GOWAN POINT ROAD, VICTORIA, BC

Drawn	Checked
Project Number	10 13 075



1 NORTH ELEVATION
SCALE: 1/8"=1'-0"



2 WEST ELEVATION
SCALE: 1/8"=1'-0"

- 101 METAL FIN DETAIL
Color: Harm Tan (Cedar Color)
- 102 METAL SCREEN DETAIL
Color: Harm Brown
- 103 EXTERIOR LIGHTING
- 104 SIGNAGE (UNDER SEPARATE SIGN PERMIT SUBMITTAL)
- 105 GAS VENT
- 106 TIMBER

- 107 PAINTED METAL DOORS
Color: Charcoal Gray
- 108 OVERHEAD SECURITY GRILLE METAL
Color: BRONZE
- 109 CONCRETE
Color: Integrally HP
- 110 SOFFITS HOOD
Color: CEDAR COLOUR
- 111 STANDING SEAM METAL ROOFING-
Color: Charcoal Gray

- 112 FINISHED WINDOWS - BRONZE METAL FRAMES &
CLEAR GLASS
- 113 FRITTED GLASS W/ HAZE PATTERN
Color: Black/Greys
- 114 WOOD, METAL & GLASS CANOPY
- 115 PAINTED METAL & GLASS CANOPY
Color: Charcoal Gray & Clear Glass
- 116 WOOD ENTRY DOORS

- 117 HINGED HALL - BRONZE METAL FRAMES &
CLEAR GLASS
- 118 CURTAIN WALL - BRONZE METAL FRAMES &
CLEAR GLASS
- 119 OVERHEAD GLAZED DOOR - BRONZE METAL
FRAMES & CLEAR GLASS
- 120 GLAZED SLIDING PARTITION - BRONZE METAL
FRAMES & CLEAR GLASS
- 121 GLASS GUARDS W/ BRONZE METAL SUPPORT-
CLEAR GLASS

- 122 FIBRE CEMENT BOARD Profile: Board w/ reveals
Color: BM HC-8T Ashley Gray
- 123 FIBRE CEMENT BOARD Profile: Board w/ reveals
Color: BM HC-24 Striva White
- 124 FIBRE CEMENT BOARD Profile: Shingles
Color: Harm Tan (Cedar Color)
- 125 FIBRE CEMENT BOARD Profile: Vertical T & G
Color: Harm Tan (Cedar Color)
- 126 FIBRE CEMENT BOARD Profile: Lap
Color: Harm Tan (Cedar Color)

- 127 CORRUGATED METAL GLADDING
Color: BM 225-30 Gray Shower
- 128 CORRUGATED METAL GLADDING
Color: BM 228-40 Aegean Teal
- 129 FIBRE CEMENT BOARD Profile: Board & Batten
Color: BM 238-40 Aegean Teal
- 130 FIBRE CEMENT BOARD Profile: Board w/ reveals
Color: BM HC-75 Hangville Brown
- 131 FIBRE CEMENT BOARD Profile: Board w/ reveals
Color: BM CC-340 Rusty Nail

KEY NOTES:

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WATERFRONT RESTAURANT
BUILDING ELEVATIONS

A4.0.5

KEY NOTES:

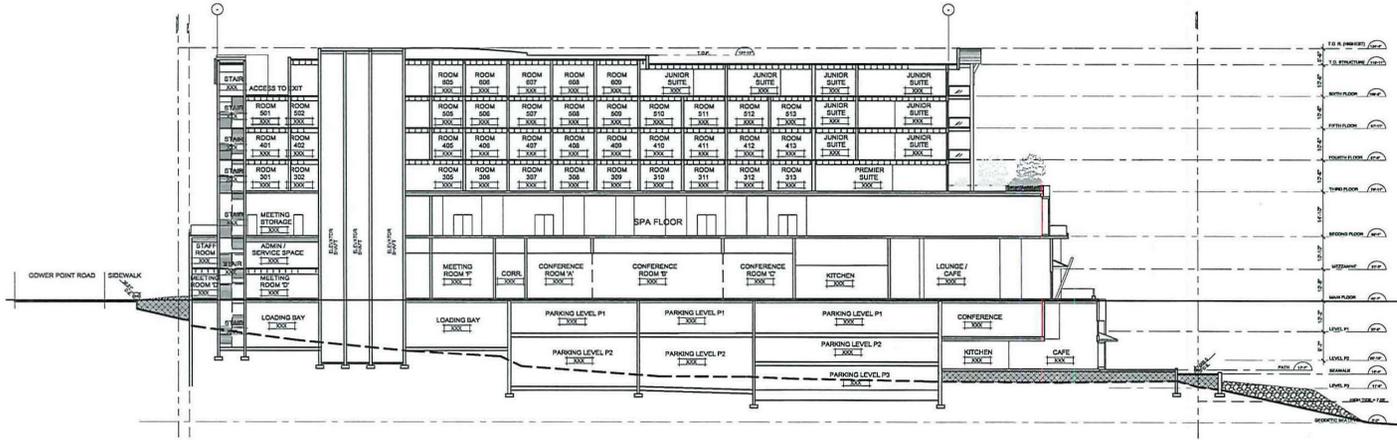
OMICRON
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REV#	Date	Remarks
1	2015.12.20	Issued for Planning / DP
2	2016.06.10	Revised for Planning / DP
3	2016.02.17	Issued for Client Review
4	2016.05.11	Issued for DP
5	2016.05.04	Issued for Client Review
6	2016.05.17	Issued for Form & Character DP
7	2016.05.27	Issued for Form & Character DP - 1047
8	2016.05.11	Issued for Form & Character DP - 1047
9	2016.05.18	Issued for Form & Character DP - 1047
10	2016.06.20	Issued for Form & Character DP
11	2016.06.06	Issued for Form & Character DP

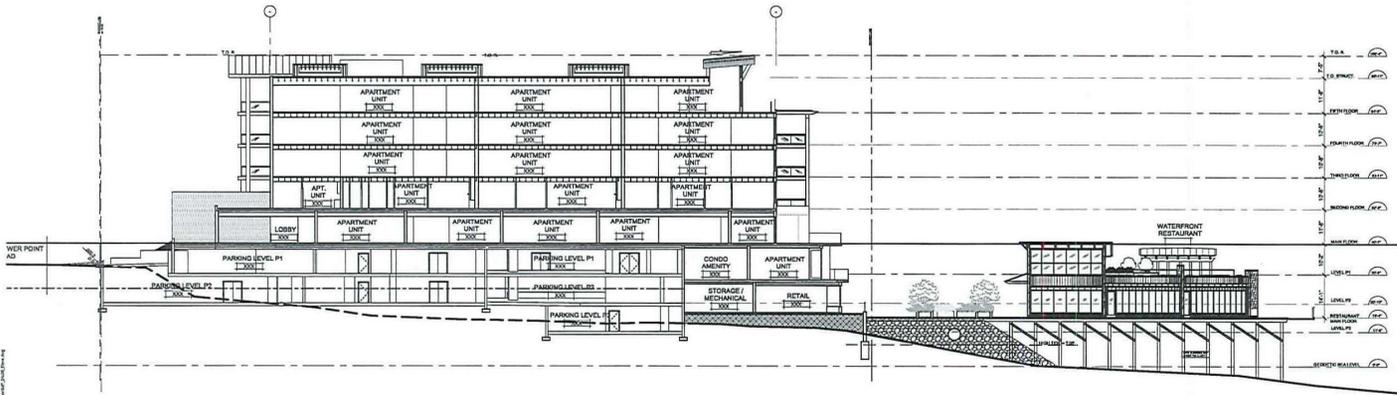
Issued for Form &
Character - DP

KLAUS FUERNISS
ENTERPRISES INC.
THE GEORGE
HOTEL & RESIDENCES
GOVERNMENT HOUSE RESIDENCES, INC.

Drawn:	Checked:
Project Number:	10 13 075



1 BUILDING SECTION A-A
SCALE: 1/8"=1'-0"



2 BUILDING SECTION B-B
SCALE: 1/8"=1'-0"

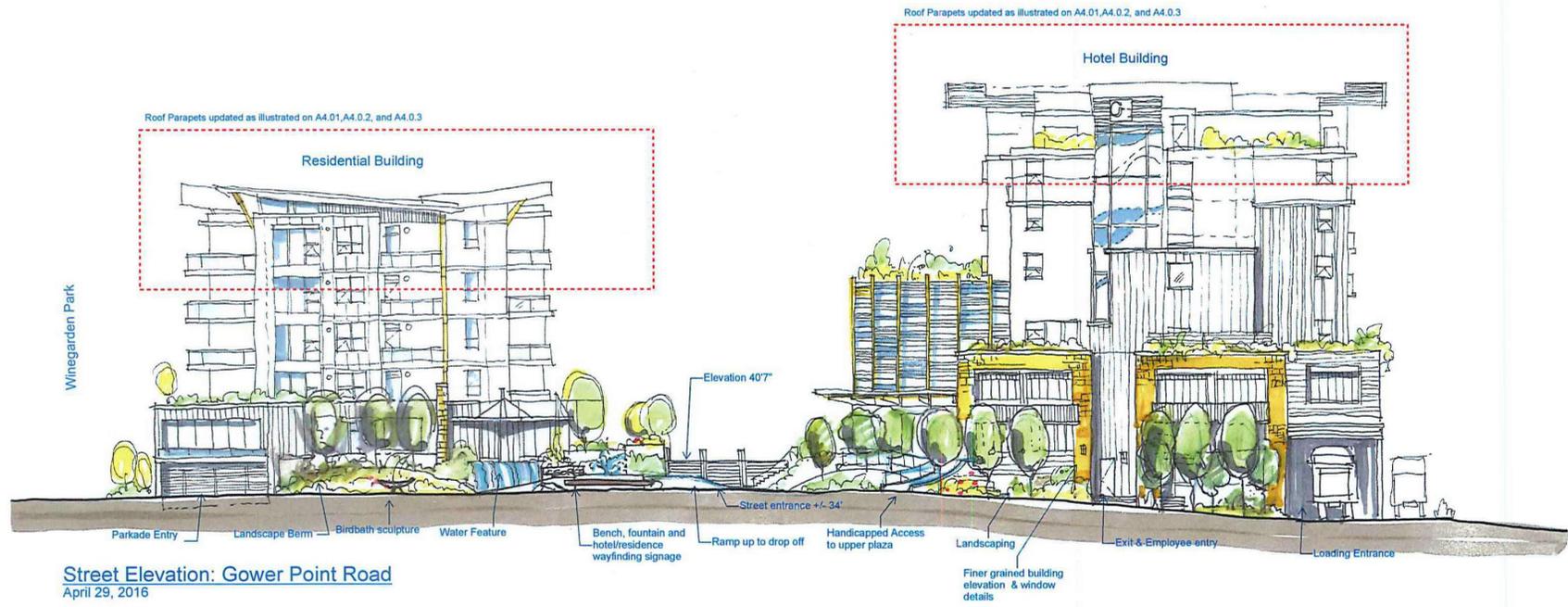
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HOTEL & RESIDENCES
BUILDING SECTIONS

A5.0.1



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A 9.0.3A

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ISSUED	Revised	Remarks
1	2019.10.20	Model for marketing / IOP
2	2019.10.20	Revised for Marketing / IOP
3	2019.10.20	Model for client review
4	2019.10.20	Model for client review
5	2019.10.20	Model for client review / IOP / IOP
6	2019.10.20	Model for client review / IOP / IOP
7	2019.10.20	Model for client review / IOP / IOP
8	2019.10.20	Model for client review / IOP / IOP

Issued for Form & Character



1 WATERFRONT WALK FROM HARBOUR
SCALE: NTS

* RENDERING NOT UPDATED.
* SHOWN FOR GENERAL REFERENCE ONLY

**KLAUS FUERNISS
 ENTERPRISES INC.**
**THE GEORGE
 HOTEL & RESIDENCES**
 GOWER POINT ROAD, GIBSONS, BC

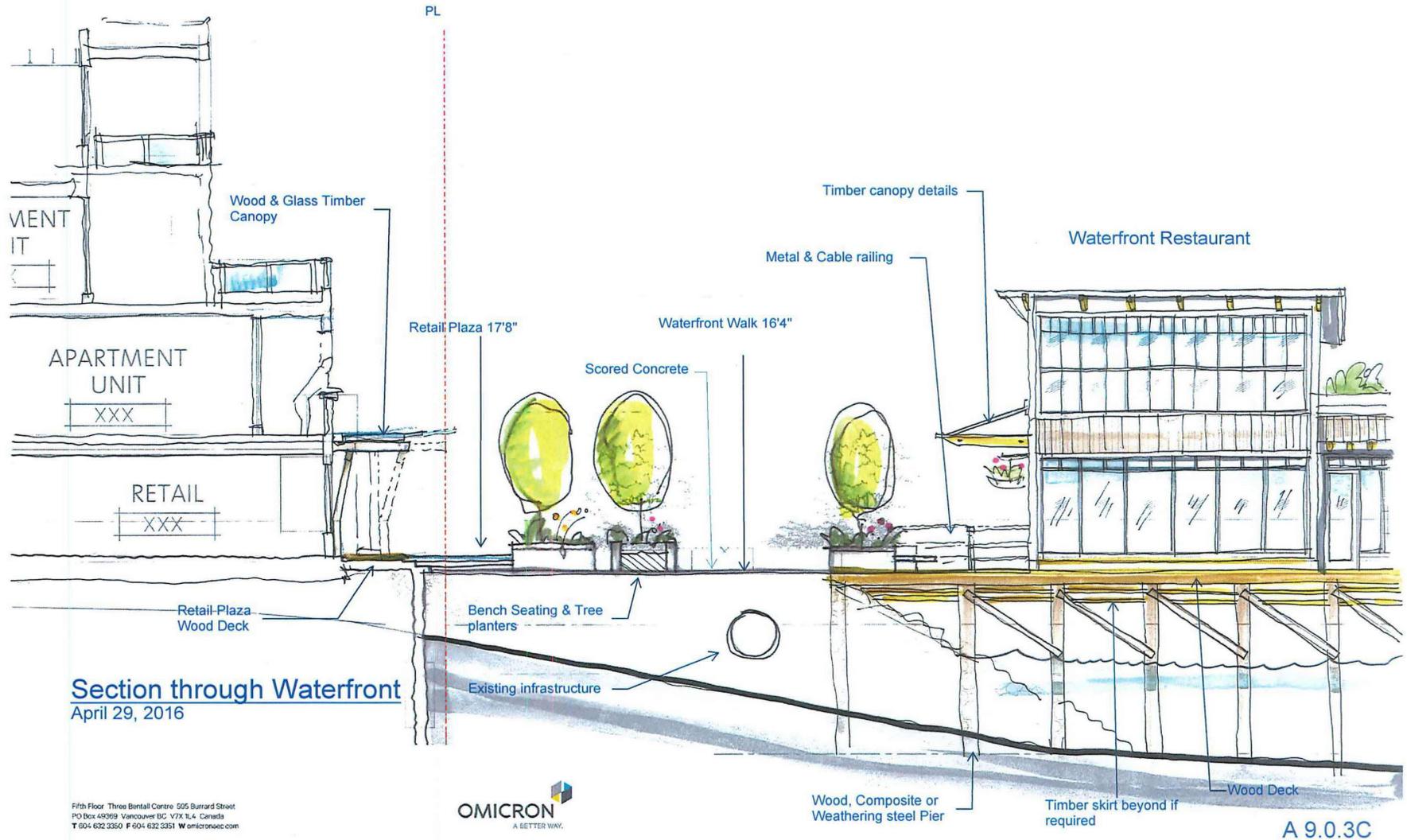
Drawn:	BFEB	Checked:	CD
Project Number:	10 13 075		

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EXTERIOR RENDERING

A9.0.3B



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TREE IMAGES



SHRUB IMAGES



GRASS IMAGES



PERENNIAL IMAGES

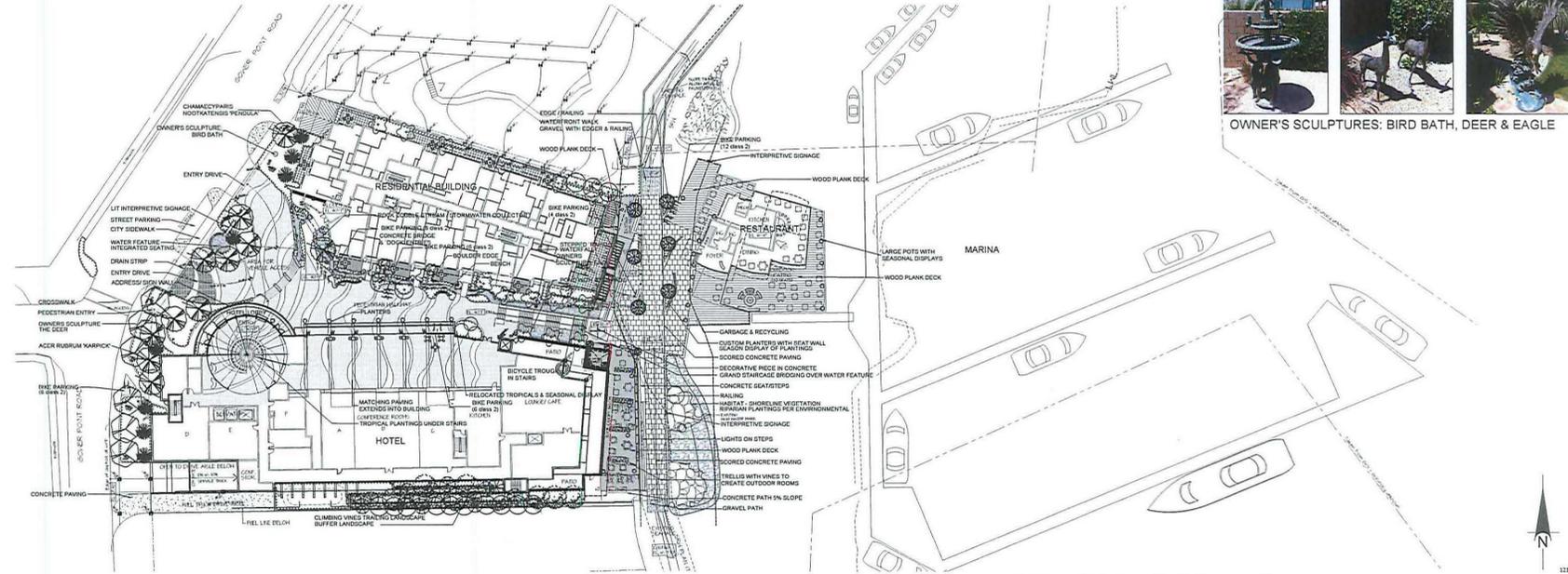
KEY	TREE	KEY	BOTANICAL NAME	COMMON NAME	GROUND FLOOR	PLANTED SIZE / REMARKS
15	ACER	ACER	ACER PALMATUM 'OSAKASUN'	VINE MAPLE		3.5M HT. B&B 3 STEM CLUMP
17	ACER	ACER	ACER PALMATUM 'OSAKASUN'	JAPANESE MAPLE		2.5M HT.
6	ACER	RUBRUM	ACER RUBRUM 'VARIETAL'	COLUMBIAN KARPPOCK MAPLE		7 CM CAL. CM STD. B&B
6	AMELANCHIER	GRANDIFLORA	AMELANCHIER 'PRINCESS DIANA'	PRINCESS DIANA SERVICEBERRY		5CM CAL. 1.5M STD. B&B
8	QUERCUS	AGRIFOLIA	QUERCUS AGRIFOLIA 'PENDULA'	WEeping QUERCUS		2M HT. B&B
4	CORYLUS	AVELLANA	CORYLUS AVELLANA 'CONTORTA'	CONKERSHAW HAZELNUT		2.5 M HT. 1 STEM OR MORE; B&B
14	PICEA	CANADENSIS	PICEA CANADENSIS	SERBIAN SPRUCE		2.5M HT. B&B
9	POPULUS	TREMULA	POPULUS TREMULA 'ERECTA'	SWEDISH COLUMNAR ASPEN		6CM CAL. B&B
11	STYRAX	JAPONICUS	STYRAX JAPONICUS 'PRINCE OF WELLS'	JAPANESE DOGWOOD		6 M CAL. 1.5M STD. B&B

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CITY STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZE. * REFER TO SPECIFICATIONS FOR SPECIFIED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND PRAYER VALLEY. * SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD. DEFINITION OF CONDITIONS OF AVAILABILITY: ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY.

LIGHTING: ALL LIGHTING TO BE NIGHT SKY FRIENDLY AND IS TO FOLLOW DEVELOPMENT PERMIT GUIDELINES-AREA #5
BIKE PARKING: STREET LEVEL - 30 CLAS 2; LOWER LEVEL - 16 CLAS 2



OWNER'S SCULPTURES: BIRD BATH, DEER & EAGLE



pmg
LANDSCAPE ARCHITECTS

Suite C102 - 4185 28th Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0111 | f: 604 294-0022

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SEAL: _____

ARCHITECT: **OMICRON**

PROJECT: **THE GEORGE - HOTEL & RESIDENTIAL UNITS**
GOWAN POINT ROAD
GIBSONS, B.C.

DRAWING TITLE: **LANDSCAPE PLAN**

DATE: 13 SEPT 24
SCALE: 1"=30'-0"
DRAWN: MM
DESIGN: PCH/MM
CHECKED: PCH

DRAWING NUMBER: **L1** OF 5
PMG PROJECT NUMBER: 12-196

PLANT SCHEDULE		LEVEL 2	PMG JOB NUMBER: 12-196
KEY	QTY	BOTANICAL NAME	COMMON NAME
SPRUEL			
(1)	26	BUXUS SEMPERVIRENS 'GREEN VELVET'	BOXWOOD
(2)	160	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS
(3)	79	STIPA TENUESSIMA	MEXICAN FEATHER GRASS
(4)	25	ARCTOSTAPHYLOS UVA-URSI 'MASSACHUSETTS'	KENNICOTTICK
(5)	79	STIPA TENUESSIMA	MEXICAN FEATHER GRASS

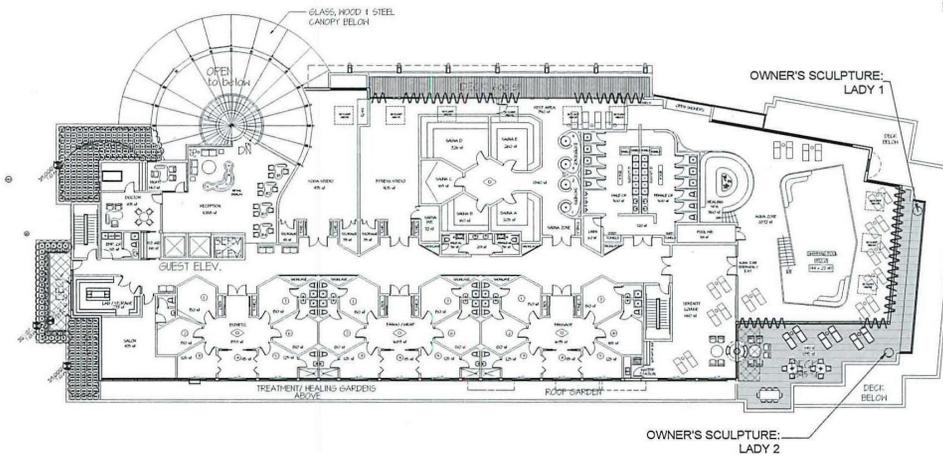
NOTES: *PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE IBC LANDSCAPE STANDARDS LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CMA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. *REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. *SEARCH AND REVIEW NAME PLANT MATERIAL AVAILABLE FOR OPTIMAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. *SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO IBC LANDSCAPE STANDARDS. DEFINITION OF CONDITIONS OF AVAILABILITY ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED IBC LANDSCAPE STANDARDS LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY



OWNER'S SCULPTURE
LADY 1



OWNER'S SCULPTURE
LADY 2



12196-12.2P

pmg
LANDSCAPE ARCHITECTS
Suite C100 - 4185 Still Creek Drive
Burnaby, British Columbia, V5C 6G9
p. 604 294-0011 ; f. 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
1		SUPPLY	NEWTON
2		PLANT	NEWTON
3		PLANT	NEWTON

ARCHITECT:

OMICRON

PROJECT:

THE GEORGE - HOTEL & RESIDENTIAL UNITS
GOWER POINT ROAD
GIBSONS, B.C.

DRAWING TITLE:

LANDSCAPE
LEVEL 2 HOTEL

DATE: 13/SEP/24
SCALE: 1/25"=1'-0"
DRAWN: MM
DESIGN: PCM
CHKD: PCM

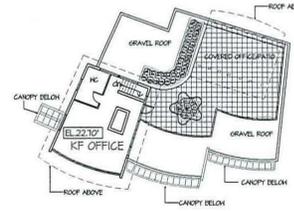
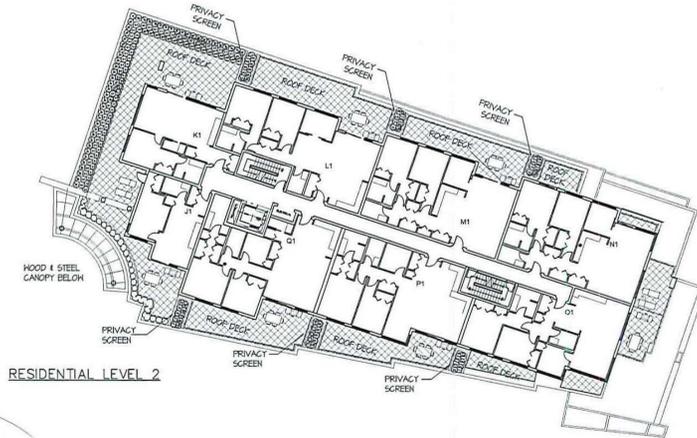
DRAWING NUMBER:

L3

OF 5

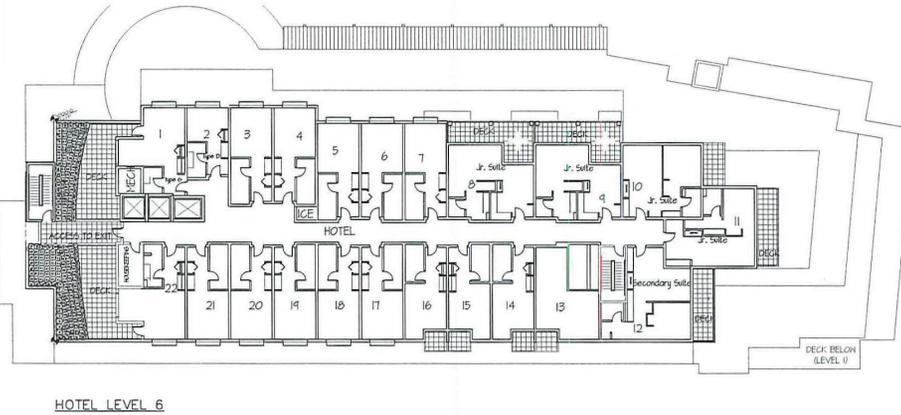
PMG PROJECT NUMBER:

12-196



PLANT SCHEDULE			PMG PROJECT NUMBER: 12-196	
KEY	SYTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
(1)	(1)	ACER PALMATUM 'OSAKAKIKI'	JAPANESE MAPLE	23M HT
(2)	(2)	HELICTOTRICHON EMPERVENSIS	BLUE OAT GRASS	#1 POT
(3)	(3)	STIPA TENUSSIMA	MEXICAN FEATHER GRASS	#1 POT

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER ONTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIMAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD'S LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY.



PLANT SCHEDULE			LEVEL 6	PMG JOB NUMBER: 12-196
KEY	SYTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
(1)	(1)	BIJULIS SEMPERVIRENS 'GREEN VELVET'	EGGWOOD	#3 POT, 20CM
(2)	(2)	TARULIS BACCATA 'PASTIGATA'	COLUMNAR IRISH YEW	#3 POT, 20CM
(3)	(3)	HELICTOTRICHON EMPERVENSIS	BLUE OAT GRASS	#1 POT
(4)	(4)	STIPA TENUSSIMA	MEXICAN FEATHER GRASS	#1 POT
(5)	(5)	ARCTOSTAPHYLOS UVA-URSIS 'MASSACHUSETTS'	KINNICKINICK	#1 POT, 20CM

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER ONTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIMAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD'S LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY.



12196-12.2P



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SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
1	11/05/21	NEW VLS PLAN	MM
1	11/05/21	PUBLIC MEETING MEETING	MM

ARCHITECT:

OMICRON

PROJECT:

THE GEORGE - HOTEL & RESIDENTIAL UNITS
GOWER POINT ROAD
GIBSONS, B.C.

DRAWING TITLE:

LANDSCAPE UPPER LEVELS

DATE: 13/SEP/24

SCALE: 1/8"=1'-0"

DRAWN: MM

DESIGN: PCM

CHECK: PCM

DRAWING NUMBER:

L5

OF 5

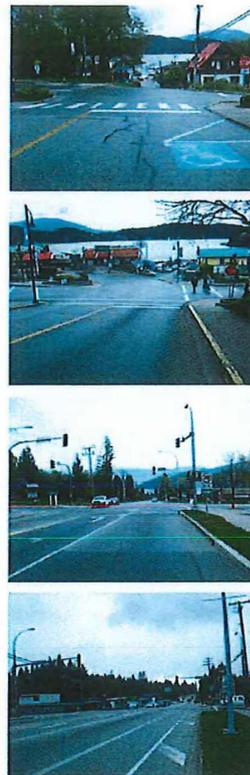
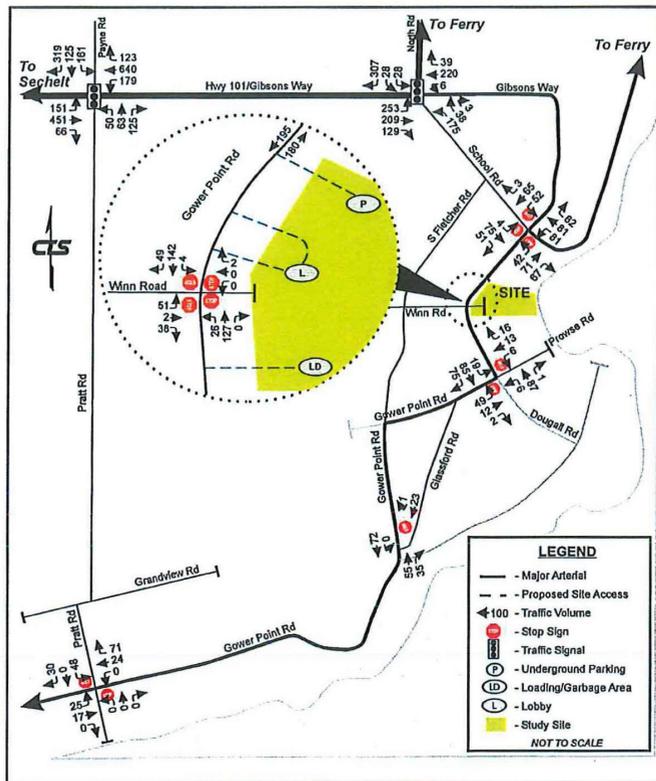
PMG PROJECT NUMBER:

12-196

The George Hotel and Residences Traffic & Parking Study

Prepared for

Klaus Fuerniss Entreprises Inc.



Prepared by



SEPTEMBER 2015

84a moody street
port moody, bc
canada v3h 2p5

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604.936.6175
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8.0 PARKING

TABLE 7 summarizes the required parking supply as per the Zoning Bylaw (Part 6 – Off Street Parking and Loading, Bylaw No. 1065, 2007). From the bylaw requirements, a total of 242 parking stalls would be required.

**TABLE 7
PARKING SUMMARY**

Item	Quantity	Units	Rate (Bylaws)	Stalls Required	Stalls Proposed
Apartment	35	units	1.5/unit	53	69
Tourist Accommodation	116	rooms	1/room	116	147
Restaurant	134	seats	1/8 seats	17	
Café	106	seats	1/8 seats	13	
Waterfront Restaurant	174	seats	1/5 seats	35	
Retail	1200	sq ft	1/484 sq ft	3	
Replace existing on-street parking				17	
TOTAL				254	216

Please note the following with respect to the parking requirements in **TABLE 7**:

1. The hotel room rate assumes 100% room occupancy and 1 vehicle per unit which represents the worst case scenario; and
2. There is no separate calculation for the spa / pool as they are treated as an ancillary facility for the hotel complex.
3. The marina was excluded from the parking calculations as it is intended for the exclusive use of visitors and guests to the hotel.

As the parking supply is currently projected to be 216 stalls, there is a tentative shortfall of 38 parking spaces (or 15%) which from a traffic engineering point of view is considered to be a modest parking variance request. To determine if a parking variance is technically supported for this site, this is normally done by one of the following two methods:

1. A detailed parking survey of a proxy site nearby is undertaken where the level of vehicle traffic generation and parking demand is similar to the proposed development and the actual demand can be quantified and then used to estimate the demand for the site; or
2. Conduct a literature research to determine what parking variance credits may be applicable to the proposed development.

Because the proposed development will be one of the largest resort hotel developments on the Sunshine Coast and the only one located in a downtown setting with a proposed

dock for small cruise ships in front of the hotel, there is no suitable proxy site available for a comprehensive parking survey. Therefore, a literature research was conducted to determine if a 15% parking variance could be technically supported for the proposed development. The proposed development has the following unique characteristics which will help reduce the anticipated vehicle and parking demand for the site:

1. The proposed development is located in downtown Gibsons with significant amenities (e.g. shopping, restaurants, etc.) within walking distance of the site for its guests and visitors. Many larger municipalities in BC have reduced off-street parking rates for downtown settings to reflect the reality that parking demand is often lower in downtowns.
2. The proposed development will have a dedicated van shuttle that will connect the hotel with the nearby BC Ferries terminal at Langdale to pick-up and drop-off walk on passengers travelling to or from Horseshoe Bay.
3. The proposed development will have a dedicated pier to accommodate mini cruise ships carrying up to 150 passengers.

A literature review determined that there is a national trend towards reducing off-street parking rates in urban centres because excess parking was frequently being built. Prior to reducing their off-street parking rates, municipalities such as the City of Seattle were offering credits of 15% to applicants to reducing their parking supply if the development was located within 800 feet (or 244 metres) of a street with a major transit route. Current Bus Route #1 connecting Langdale Ferry Terminal with downtown Gibsons, Roberts Creek and Sechelt would satisfy this condition, warranting a reduction in the parking requirement of 40 spaces.

Most recently, the Victoria Transport Policy recently published a paper titled "*Recommendations for Improving LEED Transportation and Parking Credits*" on 17 January 2015. In that paper, the author Todd Littman discusses how densifying developments from one to two or more stories can reduce vehicle demand by 5 to 15% without even considering if the development is a single land use or mixed use development. In addition, further reductions of 5 to 15% in vehicle demand can be achieved by being in close proximity to a major transit route.

Therefore, there is strong literature support to support a parking variance of 15% for the proposed development due to its location in a downtown setting, its close proximity to a major transit route and the provision of a dedicated shuttle bus between the hotel and Langdale ferry terminal.

LAND EXCHANGE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April, 2017 is

BETWEEN:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0
(the "Town")

AND:

THE GEORGE GIBSONS DEVELOPMENT LTD. (Inc. No. BC0323021), PO
Box 570, Gibsons, British Columbia, V0N 1V0
(“GG Development”)

AND:

KLAUS FUERNISS and MONIKA FUERNISS, PO Box 570, Gibsons, British
Columbia, V0N 1V0
(the “Fuernisses”)

WHEREAS:

- A. The Town has ownership and possession of the dedicated highway created by the deposit of Plan 5579, commonly known as Winn Road (the “Road”);
- B. GG Development is the registered owner in fee simple of those lands and premises located in Gibsons, British Columbia, legally described as: Parcel Identifier: 011-118-202, Lot 1, Except the East 157 Feet Block A District Lot 685 Plan 5579; Parcel Identifier: 011-118-211, Lot 2 Block A District Lot 685 Plan 5579; Parcel Identifier: 007-359-829, Lot 1 Block A District Lot 686 Plan 14197; Parcel Identifier: 007-359-870, Lot 2 Block A District Lot 686 Plan 14197 (together, the “GG Development Lands”);
- C. The Fuernisses are the registered owners in fee simple of those lands and premises located in Gibsons, British Columbia, legally described as Parcel Identifier: 011-117-524, Lot A (See 450146L) of Lot 1 Block A District Lot 685 Plan 5579 (the “Fuerniss Lands”);
- D. Together, the GG Development Lands and the Fuerniss Lands comprise the “Development Lands”;
- E. The Town has agreed to transfer a portion of the Road to the Owners for consolidation with the Development Lands and the Owners have agreed to dedicate a portion of the Development Lands for road purposes, all on the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the payments, premises, and promises contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

Definitions

1.1 In this Agreement, in addition to the words defined in the recitals to it:

- (a) "Air Space Agreement" means the agreement providing for easements over and for the reciprocal benefit of the Air Space Parcel and the Remainder respecting support, utilities, and access, to be registered as a condition of approval of the Air Space Plan, concurrently with the deposit of the Air Space Plan with the LTO, which agreement shall also include a covenant under section 219 of the *Land Title Act* in favour of the Town prohibiting the discharge or modification of the Air Space Agreement without the consent of the Town, substantially in the form attached as Schedule "C".
- (b) "Air Space Parcel" means a volumetric parcel located below the Road Dedication Area, created by deposit of the Air Space Plan pursuant to section 142 of the *Land Title Act*, and having dimensions sufficient to fully encompass the portion of underground parkade proposed by the Owners in connection with the Development below the Road Dedication Area, including perimeter drainage and any ancillary works.
- (c) "Air Space Parcel Transfer" means a transfer in registrable form transferring the estate in fee simple of the Air Space Parcel to the Owners.
- (d) "Air Space Plan" means a plan to create an air space parcel below the Road Dedication Area pursuant to section 142 of the *Land Title Act*.
- (e) "Air Space Subdivision Approvals" means the consents, permits, permissions and approvals needed for the completion of the subdivision of the Air Space Parcel, including as evidenced by the signature of the Approving Officer for the Town on the Air Space Plan and the settlement and finalization of the Air Space Agreement.
- (f) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (g) "Closed Road Transfer" means a transfer in registrable form transferring the estate in fee simple of the Road Closure Area to the Owners.
- (h) "Completion Date" means the date that is 30 days after the date that all conditions precedent under Article 3 have been satisfied or, where permitted, waived, unless that date is not a Business Day, in which case the Completion Date will be the next

following Business Day, but in no event shall the Completion Date be later than December 31, 2018.

- (i) “Contaminants” means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.
- (j) “Development” means the Owners’ proposed development of the Development Lands, as defined in the development covenant registered against title to the Development Lands under charge number CA4741913.
- (k) “Environmental Law” means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.
- (l) “Extension Agreements” means any agreements required to extend necessary charges over the Road Closure Area.
- (m) “GST” means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax, as applicable.
- (n) “LTO” means the Vancouver Land Title Office.
- (o) “Owners” means, together, GG Development and the Fuernisses.
- (p) “Owners’ Solicitors” means Dentons Canada LLP.
- (q) “Permitted Encumbrances” means the reservations and exceptions contained in section 50 of the *Land Act* (British Columbia).
- (r) “Purchase Price” means the purchase price for the Air Space Parcel in the amount of \$61,600.00, which amount does not include GST.

- (s) "Remainder" means the remainder of the Road Dedication Area excluding the Air Space Parcel.
- (t) "Road Closure Area" means that portion of the Road having an area of approximately 950 square metres, shown outlined in bold and labelled "Closed Road" on the sketch attached as Schedule "A" hereto.
- (u) "Road Closure Bylaw" means a bylaw of the Town of Gibsons closing to traffic that part of the Road constituting the Road Closure Area and removing its dedication as highway pursuant to section 40 of the *Community Charter* (British Columbia).
- (v) "Road Closure Plan" means a survey plan to close the Road Closure Area.
- (w) "Road Dedication Area" means that portion of the Development Lands having an area of approximately 950 square metres, shown outlined in bold and labelled "Plaza" on the sketch attached as Schedule "A" hereto.
- (x) "Road Dedication Subdivision Approvals" means the consents, permits, permissions and approvals needed for the dedication of the Road Dedication Area, including as evidenced by the signature of the approving officer for the Town on the Subdivision Plan and the settlement and finalization of all Utility SRWs.
- (y) "Subdivision Plan" means a survey plan to consolidate the Road Closure Area with the Development Lands and to dedicate the Road Dedication Area as road pursuant to section 107 of the *Land Title Act*.
- (z) "Town's Solicitors" means Young, Anderson.
- (aa) "Utility SRWs" means statutory right(s) of way for any public utilities (including Town utilities) with works currently in place on the Road Closure Area or who have notified the Town that the closure and disposition of the Road Closure Area will negatively affect their undertaking.
- (bb) "Waterfront SRW/Covenant" means a statutory right of way under section 218 of the *Land Title Act* in favour of the Town, granting the Town use of the Waterfront Walkway and Pier, as those terms are defined in the development covenant registered against title to the Development Lands under charge number CA4741913, for public use and access purposes in perpetuity, which agreement shall include a covenant under 219 of the *Land Title Act* in favour of the Town for maintenance purposes, substantially in the form attached as Schedule "D".
- (cc) "Waterworks SRW" means a statutory right of way in favour of the Town pursuant to section 218 of the *Land Title Act*, for existing water and stormwater utility works located within the Development Lands and the Road, substantially in the form attached as Schedule "E".

- (dd) "Winn Road SRW" means a statutory right of way in favour of the Town pursuant to section 218 of the *Land Title Act*, granting the Town use of the Road Closure Area for public access purposes until such time as the Owner commences construction of the Development thereon and, following commencement of construction, allowing the Town to reinstate its use of the Road Closure Area for public access purposes in the event that the Owner has not completed construction of the Development on or before December 31, 2022, substantially in the form attached as Schedule "B".

ARTICLE 2 LAND EXCHANGE

Transfers and Payments

2.1 On the Completion Date:

- (a) the Town will transfer the Road Closure Area to the Owners, free and clear of all registered liens, charges, and encumbrances, except for the Permitted Encumbrances, the Winn Road SRW, and the Utility SRWs (if any);
- (b) the Owners will dedicate the Road Dedication Area as road or otherwise cause the Road Dedication Area to be created as a separate subdivided parcel and transfer the Road Dedication Area to the Town;
- (c) the Town will transfer the Air Space Parcel to the Owners;
- (d) the Owners will pay the Purchase Price to the Town; and
- (e) the Owners will grant the Waterfront SRW/Covenant and the Waterworks SRW to the Town,

all on the terms and conditions of this Agreement.

Valuation

- 2.2 The parties agree that the value of the Road Closure Area is equivalent to the value of the Road Dedication Area.
- 2.3 For the purpose of calculating any Property Transfer Tax and GST payable with respect to the Road Closure Area, the parties agree that the Road Closure Area has a market value of \$560,000.00 and the Air Space Parcel has a market value of \$61,600.00. For the purpose of the transfer of the Road Dedication Area to the Town, the parties agree that the Road Dedication Area has a market value of \$560,000.00.

ARTICLE 3 CONDITIONS PRECEDENT

Conditions Precedent

3.1 The completion of the land exchange contemplated by this Agreement is subject to the fulfilment of the following conditions precedent:

- (a) The Council of the Town of Gibsons, in its sole discretion, will have adopted the Road Closure Bylaw. For greater certainty, the Owners agree, at their cost and expense, to cause a qualified and licensed surveyor to prepare the Road Closure Plan.
- (b) All Road Dedication Subdivision Approvals necessary for the consolidation of the Road Closure Area with the Development Lands and the dedication of the Road Dedication Area in the LTO will be obtained. For greater certainty, the Owners agree, at their cost and expense, as follows:
 - (i) to cause a qualified and licensed surveyor to prepare the Subdivision Plan;
 - (ii) following preparation of the Subdivision Plan, to apply for and diligently pursue all Road Dedication Subdivision Approvals, by submitting completed applications to such authorities whose approval of the Subdivision Plan is required, and by obtaining signatures from all required signatories to the Subdivision Plan; and
 - (iii) to determine which charges, if any, require extensions over the Road Closure Area and prepare and arrange for execution of the necessary Extension Agreements.

In connection with the consolidation of the Road Closure Area with the Development Lands and the dedication of the Road Dedication Area, the Owners agree with the Town that the Owners shall be responsible, at their sole cost and expense, for the payment of all fees, costs and charges related to the consolidation of the Road Closure Area with the Development Lands and the dedication or transfer to the Town of the Road Dedication Area, including, but not limited to, the preparation and approval of the Subdivision Plan and all applications necessary for obtaining the Road Dedication Subdivision Approvals.

- (c) All Air Space Subdivision Approvals necessary for the creation of the Air Space Parcel in the LTO will be obtained. For greater certainty, the Owners agree, at their cost and expense, as follows:
 - (i) to cause a qualified and licensed surveyor to prepare the Air Space Plan;
 - (ii) following preparation of the Air Space Plan, to apply for and diligently pursue all Air Space Subdivision Approvals, by submitting completed

applications to such authorities whose approval of the Air Space Plan is required, and by obtaining signatures from all required signatories to the Air Space Plan.

In connection with the creation of the Air Space Parcel, the Owners agree with the Town that the Owners shall be responsible, at their sole cost and expense, for the payment of all fees, costs and charges related to the creation of the Air Space Parcel, including, but not limited to, the preparation and approval of the Air Space Plan and all applications necessary for obtaining the Air Space Subdivision Approvals.

- (d) The Owners will have removed all existing permanent buildings and structures from the Road Dedication Area, to the satisfaction of the Town.
- (e) The Owners will have obtained development permits for Development Permit Areas No. 1, No. 2 and No. 9, as required by Town of Gibsons Official Community Plan Bylaw No. 985, 2005 in connection with the Development.

The parties agree that conditions precedent (a), (b), (c), and (e) above are for the benefit of both the Town and the Owners and may not be waived. If those conditions are not satisfied by the outside Completion Date, this Agreement is at an end and each of the parties will have no further obligations to, nor rights against, the other in respect of this Agreement.

The parties agree that condition precedent (d) above is for the sole benefit of the Town and may be waived by the Town in writing. If that condition is not satisfied or waived by the outside Completion Date, this Agreement is at an end and each of the parties will have no further obligations to, nor rights against, the other in respect of this Agreement. In consideration of \$10.00 now paid by the Town to the Owners, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owners, the Owners agree not to revoke their acceptance of this offer while this Agreement remains subject to condition precedent (d).

No Derogation

- 3.2 Nothing contained or implied in this Agreement will impair or affect the Town's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or any other enactment and all such powers and rights may be fully exercised in relation to the Development Lands and the Road Closure Area as if this Agreement had not been entered into between the Owners and the Town. The Owners acknowledge that fulfillment of the conditions precedent set out in this Agreement may require that the Council of the Town of Gibsons adopt bylaws or pass resolutions and that the passage of said resolutions or adoption of said bylaws by the Council of the Town of Gibsons are within its sole absolute discretion which is not in any manner subject to the provisions hereof.

ARTICLE 4 TRANSFERS

Transfer of Title and Possession

4.1 On the Completion Date,

- (a) the Town will:
 - (i) convey the estate in fee simple of the Road Closure Area to the Owners free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances, the Utility SRWs, and the Winn Road SRW; and
 - (ii) give vacant possession of the Road Closure Area to the Owners, subject only to the Permitted Encumbrances, the Utility SRWs, and the Winn Road SRW;
- (b) the Owners will:
 - (i) consolidate the Road Closure Area with the Development Lands;
 - (ii) dedicate the Road Dedication Area as road or transfer the Road Dedication Area to the Town as a separate subdivided parcel, free and clear of all liens, charges and encumbrances except for the reservations and exceptions contained in section 50 of the *Land Act*; and
 - (iii) grant the Waterfront SRW/Covenant and the Waterworks SRW to the Town;

and

- (c) the Town will:
 - (i) raise title to the Road Dedication Area, if required, and subdivide the Road Dedication Area to create the Air Space Parcel pursuant to section 142 of the *Land Title Act*;
 - (ii) transfer the Air Space Parcel to the Owners free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances and the Air Space Agreement; and
- (d) give vacant possession of the Air Space Parcel to the Owners, subject only to the Permitted Encumbrances and the Air Space Agreement.

Adjustments

4.2 There will be no adjustments in respect of the transfers contemplated by this Agreement.

Closing Documents

4.3 A reasonable time before the Completion Date, the Owners will cause the Owners Solicitors to deliver to the Town's Solicitors the following documents, duly executed on behalf of the Owners where applicable:

- (a) the Closed Road Transfer;
- (b) the Air Space Parcel Transfer;
- (c) the Air Space Agreement;
- (d) the Waterfront SRW/Covenant;
- (e) the Waterworks SRW; and
- (f) a joint statement of adjustments showing adjustments for GST only.

The Town will then execute and return:

- (g) the Closed Road Transfer;
- (h) the Air Space Parcel Transfer;
- (i) the Air Space Agreement;
- (j) the Waterfront SRW/Covenant;
- (k) the Waterworks SRW;
- (l) the joint statement of adjustments; and
- (m) the Subdivision Plan and its associated plan application form,

to the Owners' Solicitors, on undertakings satisfactory to the Town's Solicitors, acting reasonably.

Completion

4.4 On or before the Completion Date:

- (a) the Owners will pay to the Owners' Solicitors, in trust, the Purchase Price, plus the amount of any GST payable;
- (b) forthwith after payment by the Owners of the amount under section 4.4(a) to the Owners' Solicitors in trust, and after confirmation of receipt by the Owners' Solicitors of documents under section 4.3, the Town will cause the Town's

Solicitors to register documents (i) through (v) and (xi) through (xiii), and the Owners will cause the Owners' Solicitors to register documents (vi) through (x) and (xiv) in the LTO on the Completion Date, in the order listed below, on a concurrent basis and as an "all or nothing" package for registration, to be arranged by way of an electronic meet:

- (i) the Road Closure Bylaw and Road Closure Plan;
 - (ii) a Form 17 to raise title to the Road Closure Area;
 - (iii) a Form 17 to apply to cancel the Province's right of resumption in the Road Closure Area;
 - (iv) the Utility SRWs;
 - (v) the Winn Road SRW;
 - (vi) the Closed Road Transfer and associated Property Transfer Tax Return and cheque;
 - (vii) the Subdivision Plan, with application form;
 - (viii) the Extension Agreements, if any;
 - (ix) the Waterfront SRW/Covenant;
 - (x) the Waterworks SRW;
 - (xi) a Form 17 to raise title to the Road Dedication Area;
 - (xii) the Air Space Plan;
 - (xiii) the Air Space Agreement;
 - (xiv) the Air Space Parcel Transfer and associated Property Transfer Tax Return and cheque;
- (c) upon the final registration of documents (i) through (xiv) in the LTO, such that the Owners are the registered owners in fee simple of the Road Closure Area, subject only to the Permitted Encumbrances, the Utility SRWs, the Waterworks SRW, and the Winn Road SRW, and the Owners are the registered owners in fee simple of the Air Space Parcel, subject only to the Permitted Encumbrances and the Air Space Agreement, the Owners will cause the Owners' Solicitors to deliver directly to the Town a solicitor's trust cheque made payable to the TOWN OF GIBSONS in the amount of the Purchase Price, plus the amount of any GST payable pursuant to section 4.6.

The requirements of this section are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section is done.

Owners' Financing

- 4.5 Notwithstanding section 4.4, if the Owners are relying on a new mortgage (the "Mortgage") to finance the Purchase Price, the Owners, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Town until after the Air Space Parcel Transfer and Mortgage documents have been fully registered in the LTO, but only if, prior to such registration, the Owners have:
- (a) fulfilled all of the Mortgage conditions for registration of the Mortgage; and
 - (b) provided to the Town's Solicitors an undertaking from the Owners' Solicitors to pay the Purchase Price to the Town's Solicitors upon the registration of the Air Space Parcel Transfer and Mortgage documents and the advance by the mortgagee of the Mortgage proceeds.

GST

- 4.6 On the Completion Date, the Owners will pay to the Town any GST payable under the *Excise Tax Act* (Canada) in respect of the transfer of the Road Closure Area.

Risk

- 4.7 The Road Closure Area is at the Town's risk until 12:00 noon on the Completion Date and at the Owners' risk thereafter. The Road Dedication Area is at the Owners' risk until 12:00 noon on the Completion Date and at the Town's risk thereafter. The Air Space Parcel is at all times at the Owners' risk.

Air Space Parcel Boundaries

- 4.8 It is the intention of the parties that the Air Space Parcel will encompass the actual external boundaries of the underground parkade to be constructed by the Owners in connection with the Development, or portion thereof located below the Remainder, as shown on the plans associated with the Owners' development permit and building permit for the Development. The Owners will, at their sole expense, resurvey the boundaries of the Air Space Parcel upon completion of construction of the Development and if such survey discloses any material deviation between the as-built boundaries of the underground parkade and the corresponding boundaries of the Air Space Parcel such that any portion of the underground parkade encroaches into the Remainder, the Town will grant an encroachment easement to the Owners for the portion of the underground parkade that is within the Remainder, and the Owners will pay for the cost of the associated survey plan, all costs for the preparation of the easement agreement, and all costs of registration.

**ARTICLE 5 OWNERS' REPRESENTATIONS, WARRANTIES, COVENANTS,
ACKNOWLEDGMENTS AND AGREEMENTS**

Owners' Representations, Warranties and Covenants

- 5.1 The Owners represent and warrant to the Town that the following are true on the date the Owners execute this Agreement, and covenant with the Town that the following will be true on the Completion Date:
- (a) the Owners have taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
 - (b) if any of the Owners is a company, that Owner is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it and has made all filings required under such legislation; and
 - (c) the Owners have the power and capacity to enter into and carry out the transactions provided for in this Agreement.

Acknowledgments and Agreements of the Owners

- 5.2 The Owners acknowledge and agree that:
- (a) the Town transfers and the Owners acquire the Road Closure Area on an "as is" basis and condition;
 - (b) the Town has not made any representations, warranties or agreements as to the condition or quality of the Road Closure Area, including as to:
 - (i) the subsurface nature or condition of the Road Closure Area (including soil type, hydrology, and geotechnical quality or stability);
 - (ii) the environmental condition of the Road Closure Area (including regarding Contaminants in, on, under or migrating to or from the Road Closure Area) or regarding the compliance of the Road Closure Area, or past or present activities on it, with any Environment Laws;
 - (iii) the suitability of the Road Closure Area for any particular use or development; or
 - (iv) access to or from the Road Closure Area;
 - (c) it is the sole responsibility of the Owners to satisfy themselves with respect to the matters referred to in section 5.2(b), including by conducting any reports, tests,

investigations, studies, audits, and other enquiries that the Owners, in their sole discretion, consider prudent;

- (d) the Owners have not relied, and will not rely, upon any documentation or information regarding the Road Closure Area that may have been provided by or on behalf of the Town to the Owners prior to the Owners' execution of this Agreement or that may be provided following such execution and the Owners hereby release the Town from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Owners by the Town or any of its elected and appointed officials, employees, contractors or agents;
- (e) effective from and after the Completion Date:
 - (i) the Owners assume and are solely responsible for, and release the Town (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Owners or any other person has or may have arising out of or in any way related to or in connection with the Road Closure Area, including the presence of Contaminants in, on, under or migrating to or from the Road Closure Area, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and
 - (ii) except where such actions, causes of action, liabilities, demands, claims, losses, and costs arise from the misconduct or negligence of the Town, its employees, contractors, agents and persons for whom the Town is responsible at law, after the Completion Date, will indemnify and save harmless the Town (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Town, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against anyone or more of them by the Owners or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the

Road Closure Area, including the presence of Contaminants in, on, under or migrating to or from the Road Closure Area, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;

- (f) without limiting the rest of this section 5.2, and subject to the exception set out in section 5.2 (e)(ii), for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Owners will be, as between the Town and the Owners, solely responsible for the costs of any mandatory or voluntary remediation of the Road Closure Area under that Act and this binds the Owners with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act; and
- (g) the Town has not made any representations, warranties or agreements with the Owners as to whether or not any GST is payable by the Owners in respect of the transfer of Road Closure Area to the Owners.

Site Profile

- 5.3 The Owners hereby waive delivery by the Town of a site profile under the *Environmental Management Act* (British Columbia).

ARTICLE 6 MISCELLANEOUS

Fees and Taxes

- 6.1 The Owners will pay, as and when due and payable:
- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the transfer of the Road Closure Area and the Air Space Parcel to the Owners;
 - (b) all costs of the subdivisions contemplated by this Agreement including without limitation all legal, survey, and administration costs incurred by the Town in connection with those subdivisions;
 - (c) all costs of the closure and removal of highway dedication contemplated by this Agreement including without limitation all legal, survey, and administrative costs incurred by the Town in connection with the closure and removal of the highway dedication;
 - (d) all LTO registration fees in connection with transfers contemplated by this agreement, including registration of all documents to be registered on the Completion Date pursuant to subsection 4.4(b);

- (e) its own legal fees and disbursements and the Town's legal fees and disbursements in connection with this Agreement and the transactions contemplated by it;
- (f) any GST payable under the *Excise Tax Act* (Canada) in respect of the transfer of the Road Closure Area and the Air Space Parcel to the Owners, with the Owners and the Town agreeing that the Purchase Price does not include GST; and
- (g) the costs of removing and relocating any existing Town utilities located within the Development Lands and the Road Closure Area, which removal and relocation may only be undertaken with the Town's prior consent.

6.2 The Town will pay any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the transfer of the Road Dedication Area to the Town.

Preparation of Conveyance Documents

6.3 The Owners will, at their expense, prepare all necessary conveyancing documentation in connection with the transfers contemplated by this Agreement, including the Closed Road Transfer, but excluding the documents associated with the Road Closure Bylaw and Road Closure Plan (including the requisite Form 17s), which shall be prepared by the Town's Solicitors at the Owners' expense.

Access

6.4 Subject to compliance with all reasonable work and safety requirements imposed by the Owners or their contractors, and subject to all applicable WorkSafeBC requirements, the Owners and their agents, contractors, and employees have a licence, exercisable on 48 hours prior written notice to the Town, to enter upon the Road Closure Area from time to time prior to the Completion Date, at the Owners' sole risk and expense, for the purpose of making inspections, surveys, tests, and studies of the Road Closure Area. The Owners agree to:

- (a) release and indemnify, and hold harmless, the Town from and against any and all actions, causes of actions, liability, demands, losses, costs, and expenses (including legal fees and disbursements) which the Town or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Owners of their rights under this section; and
- (b) leave the Road Closure Area in the same condition as that in which the Owners found the Road Closure Area, including by removing any equipment, refuse or other matter brought onto the Road Closure Area by the Owners or their agents, contractors, or employees.

The Owners acknowledge and agree with the Town that, notwithstanding the intention of the Town to transfer the Road Closure Area to the Owners as provided in this Agreement, until such time as the Owners commence construction of the Development the Road Closure Area will be used for public access to and from the waterfront. As such the Owners agree not to exercise their rights under the license set out in this section 6.4 in a manner that will materially interfere with the public's use of the Road Closure Area for access to and from the waterfront. Prior to carrying out any work within the Road Closure Area, the Owners will, at their expense, apply for and obtain all necessary permits in order to undertake work within a highway.

6.5 Subject to compliance with all reasonable work and safety requirements imposed by the Owners or their contractors, and subject to all applicable WorkSafeBC requirements, the Town and its agents, contractors, and employees have a licence, exercisable on 48 hours prior written notice to the Owners, to enter upon the Road Dedication Area from time to time prior to the Completion Date, at the Town's sole risk and expense, for the purpose of making inspections, surveys, tests, and studies of the Road Dedication Area. The Town agrees to:

- (a) release and indemnify, and hold harmless, the Owners from and against any and all actions, causes of actions, liability, demands, losses, costs, and expenses (including legal fees and disbursements) which the Owners or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Town of its rights under this section; and
- (b) leave the Road Dedication Area in the same condition as that in which the Town found the Road Dedication Area, including by removing any equipment, refuse or other matter brought onto the Road Dedication Area by the Town or its agents, contractors, or employees.

The Town acknowledges and agrees with the Owners that, notwithstanding the intention of the Owners to transfer the Road Dedication Area to the Town as provided in this Agreement, until such time as the Development is constructed, the Road Dedication Area will be located within and immediately adjacent to the construction site for the Development, which will include the construction of the parking facility or a portion thereof in the Air Space Parcel and other improvements on the Development Lands. As such the Town agrees not to exercise its rights under the license set out in this section 6.5 in a manner that will materially interfere with or delay the activities of the Owners, their employees, workers, consultants, agents and contractors in the performance the construction and development work in connection with the Development to be undertaken on the Development Lands and within the Air Space Parcel.

Further Assurances

6.6 The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to

the intent and meaning of this Agreement.

Notice

6.7 Any notice, direction, demand, approval, certificate, or waiver (any of which constitutes a "Notice" under this section), which may be or is required to be given under this Agreement, must be in writing and be delivered or sent by email:

(a) to the Town at:

Town of Gibsons
474 South Fletcher Road
Gibsons, BC, V0N 1V0

Email Address: aboel@gibsons.ca
Attention: Andre Boel, Director of Planning

with a copy to the Town's Solicitors at:

Young, Anderson
Barristers & Solicitors
1616 – 808 Nelson Street
Vancouver, B.C. V6Z 2H2

Email Address: track@younganderson.ca
Attention: Joanna Track

(b) to the Owners at:

Email Address: _____
Attention: _____

with a copy to the Owners' Solicitors at:

Email Address: _____
Attention: _____

or to such other address or email address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice that is sent by email is to be considered given on the day it is sent except that if, in either case, that day is not a Business Day, it is to be considered given on the next Business Day after it is sent.

No Effect on Powers

6.8 This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the Town or the Town's Approving Officer under the common law or any statute, bylaw or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Owners or the Road Closure Area; or
- (c) relieve the Owners from complying with any common law or any statute, regulation, bylaw or other enactment.

Time of Essence

6.9 Time is of essence in this Agreement.

Interpretation

6.10 In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;

- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

Tender

- 6.11 Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.

No Other Agreements

- 6.12 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.

Assignment

- 6.13 The Owners may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the Town, which may be withheld in the Town's sole discretion. Notwithstanding the foregoing, in the event that the Fuernisses transfer title to the Fuerniss Lands to GG Development prior to the Completion Date, the Fuernisses may assign their interest in this Agreement to GG Development without the prior written consent of the Town.

No Real Estate Agent

- 6.14 Each party represents and warrants to the other that no real estate agent or other agent has assisted the party giving the representation and warranty, or in any way directly or indirectly participated, in the making of this Agreement and that no real estate agent or other agent is entitled to any commission or other remuneration in any way in connection with this Agreement or the sale and purchase of the Road Closure Area, the Road Dedication Area, or the Air Space Parcel pursuant to this Agreement.

Benefit

- 6.15 This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Schedules

- 6.16 The following are Schedules to this Agreement and form an integral part of this Agreement: Schedule "A" – Sketch; Schedule "B" – Winn Road SRW; Schedule "C" – Air

Space Agreement; Schedule "D" – Waterfront SRW/Covenant; and Schedule "E" – Waterworks SRW.

Modification

6.17 This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

Governing Law

6.18 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

Non-Merger

6.19 None of the provisions of this Agreement will merge in the transfer of the Road Closure Area or the dedication or transfer of the Road Dedication Area, or any other documents delivered on the Completion Date, and the provisions of this Agreement will survive the completion of the land exchange transaction under this Agreement.

Counterparts

6.20 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. The execution of this Agreement will not become effective until all counterparts have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

As evidence of their agreement to the terms and conditions contained in this Agreement, and as evidence of their agreement to be bound contractually by those terms and conditions, the parties have executed and delivered this Agreement on the dates set out below.

THE GEORGE GIBSONS DEVELOPMENT

LTD. by its authorized signatory(ies):

Name:

Name:

Date:

Signed, Sealed and Delivered in the)
presence of:)

Name)

KLAUS FUERNISS

Address)

Occupation)

Date: _____)

Signed, Sealed and Delivered in the)
presence of:)

Name)

MONIKA FUERNISS

Address)

Occupation)

Date: _____)

TOWN OF GIBSONS, by its authorized
signatories:

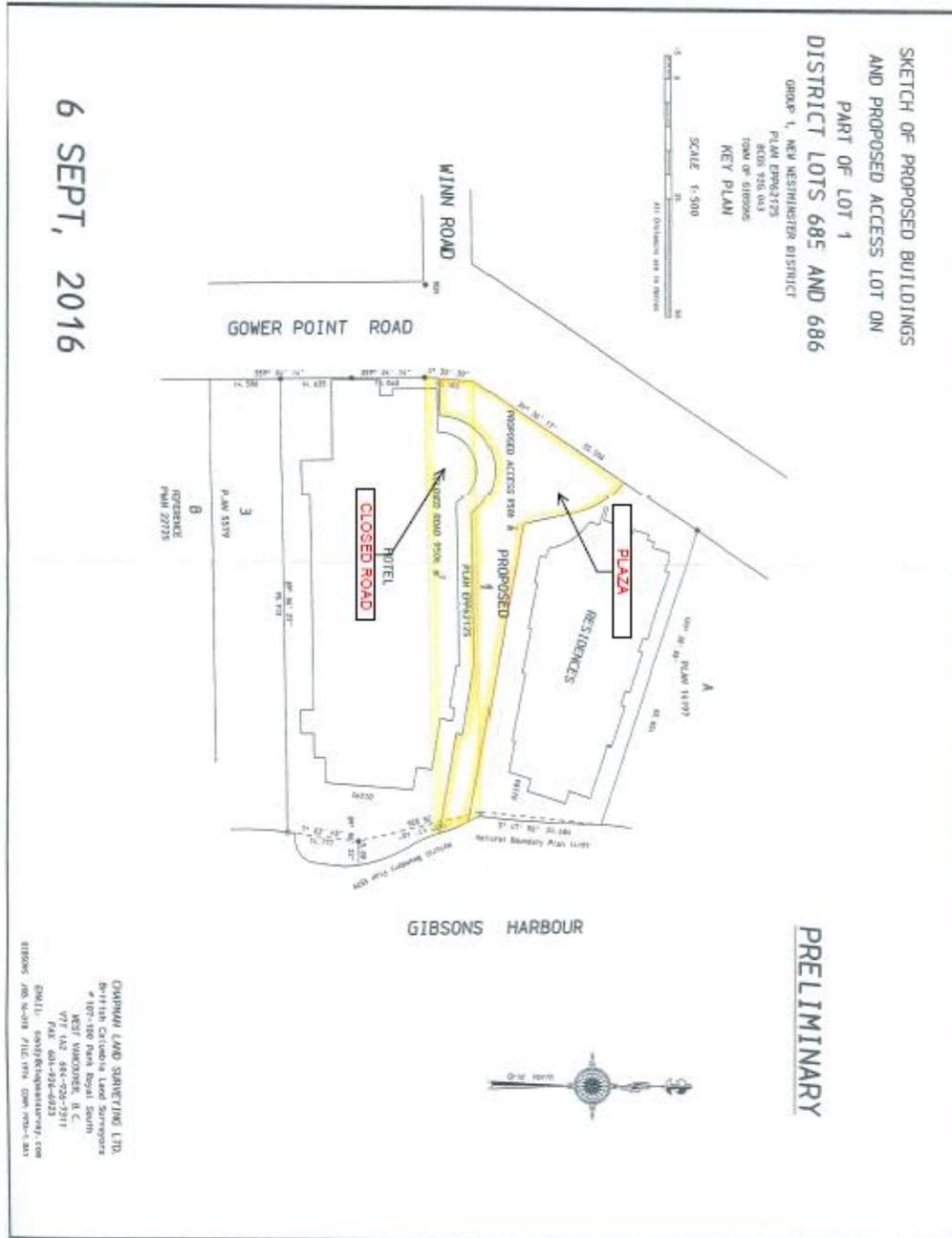
Mayor: Wayne Rowe

Corporate Officer: Selina Williams

Date:

SCHEDULE "A" TO LAND EXCHANGE AGREEMENT

SKETCH



SCHEDULE "B" TO LAND EXCHANGE AGREEMENT

WINN ROAD SRW

[next page]

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY (WINN ROAD)

This Agreement dated for reference the ____ day of _____, 201__ is

BETWEEN:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “Grantor”)

AND:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “Town”)

GIVEN THAT:

- A. The Grantor is the owner of those lands and premises located in Gibsons, British Columbia, legally described as NO PID, _____ (the “Land”);
- B. Section 218 of the *Land Title Act*, R.S.B.C., c. 250 enables the Grantor to grant in favour of the Town an easement without a dominant tenement to be known as a statutory right of way;
- C. The Grantor has agreed to grant to the Town a statutory right of way for the construction, operation, maintenance, alteration, removal, repair, replacement and use of certain works, including all appurtenances ancillary and incidental thereto, all generally described as follows:
 - (a) all roadworks including but not limited to curbs and gutters, street paving, sidewalks, boulevards, with gravel, concrete, asphalt, bark-mulch, stone, brick or other all-weather impervious surface of any kind, landscaping, lighting, traffic and railway signals, retaining walls, bridges and their structural components, railings, benches, signs, waste receptacles and other facilities and appurtenances necessary or convenient for the passage of the public and use of the area as public highway (the “Works”),until such time as the Grantor has completed construction of its approved development in accordance with the Development Agreement dated for reference October 1, 2015, registered in the Land Title Office under number CA4741913 (the “Development”);
- D. The statutory right of way granted by this agreement is necessary for the operation and maintenance of the Town’s undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act*, and in consideration of \$1.00 paid by the Town to the Grantor and other good and valuable consideration (the receipt and sufficiency of which the Grantor acknowledges), the Grantor covenants and agrees with the Town as follows:

1. **Grant of Statutory Right of Way** – The Grantor hereby grants, conveys and confirms to the Town in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way for the Town, its officers, employees, contractors, licensees, agents and others of the Town, in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the Land to:
 - (a) construct, install, remove, replace, repair, alter, maintain, clean, inspect, operate and use the Works as a public road open to the public from time to time in the Town’s discretion and to permit the public to use the Works on the Land as though it was a dedicated highway;
 - (b) have unobstructed access to and from the Land at any and all times from adjacent public streets;
 - (c) make surveys and tests and establish grades and levels;
 - (d) excavate or otherwise alter the contours of the Land and to backfill trenches;
 - (e) landscape the Land as a public way, including tree trimming and reforestation;
 - (f) store personal property (including equipment) necessary to exercise its rights under this agreement, provided that the Town will consult the Grantor as to the duration and location of such storage;
 - (g) remove from the Land such structures, improvements, fixtures, fences and driveways, trees, shrubs, plants, vehicles, storage facilities and other obstructions whatsoever as, in the Town’s opinion, acting reasonably, is necessary in order to repair, alter, operate, maintain, clean, inspect or replace the Works provided the Town repairs any damage to the Land including the repaving of any previously paved areas and provided that the Town gives the Grantor 14 days prior written notice of its intention to do so; and
 - (h) do all other things on the Land as may be incidental to, or reasonably necessary in connection with, the foregoing.
2. **Grantor’s Obligations** – Other than during the period of suspension set out in section 5 below, the Grantor will:
 - (a) not do or permit to be done anything which in the opinion of the Town may interfere with, injure or impair the operating efficiency of, or obstruct access to or

the use of, the Land, the Works or the rights granted to the Town under this agreement;

- (b) not deposit or place garbage, debris, junk or other material on the Land;
- (c) not place, install or construct any building, structure, mobile home or other improvement (including any paving, walls or fences) on the Land without the Town's approval;
- (d) not carry on blasting on or adjacent to the Land without the Town's approval; and
- (e) not diminish or increase the soil cover over any Works installed on the Land without the Town's approval.

3. **Additional Town Rights** – The Town:

- (a) is entitled to peaceably hold and enjoy the rights, liberties and statutory right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor;
- (b) in its sole discretion may at any time remove any or all of the Works installed by the Town over, upon or under the Land;
- (c) may remove anything placed on the Land by the Grantor; and
- (d) notwithstanding section 3(b), if the Town releases or discharges this agreement in whole or in part, the Town will not be responsible or obligated in any way to remove or pay for the cost of removal of any Works from the Land.

4. **Town's Obligations** – The Town must:

- (a) do all things hereby authorized to be done by it over, through, under, and upon the Land in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Land, or to any improvements thereon;
- (b) not bury, without the prior written consent of the Grantor, construction debris or rubbish in excavations or backfill.

5. **Suspension of Statutory Right of Way** – Upon the Grantor commencing soil improvements and site remediation on the Land, the Town's rights under this Agreement shall be suspended and the Town shall cease its use of the Land for the purposes described herein. For the purposes of this Agreement, soil improvements and site remediation will be considered to have "commenced" once development permits have been issued by the Town of Gibsons for Development Permit Areas No. 1, No. 2 and No. 9, as required by Town of Gibsons Official Community Plan Bylaw No. 985, 2005 in

connection with the Development, and the Grantor has physically commenced soil-related work on the site such that unencumbered access to the Land is required in order to complete such work. In the event that the Grantor has not completed construction of the Development on or before December 31, 2022, the Town may recommence its use of the Land and Works for the purposes provided herein and the Town's rights shall continue intact, including its right to remove anything placed on the Land by the Grantor as set out in section 3(c) hereof. For the purposes of this Agreement, construction will be considered "complete" once an occupancy permit or permits have been issued by the Town of Gibsons for the Development.

6. **Termination and Discharge of Statutory Right of Way** – Upon completed construction of the Development on the Land, as defined in section 5 above, the Grantor may submit a discharge of this Agreement to the Town and the Town shall, within a reasonable time after request by the Grantor, execute and deliver to the Grantor such discharge of this Agreement. Upon deposit of the discharge in the Land Title Office, this Agreement shall be at an end and the Town shall have no further rights to cross over the Land or make use of the Works located thereon.
7. **No Waiver** – No waiver by the Town of default by the Grantor is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by a party of a previous default of the other will operate as a waiver of any subsequent continuing default.
8. **Notice** – Any notice required or permitted to be given pursuant to this agreement must be in writing and delivered personally or sent by prepaid express mail to the addresses set out above. If notice is delivered personally, it will be considered given when it is delivered. If notice is mailed, it will be considered given 5 days after mailing by deposit at a Canada Post mailing point or office. A party may only change its address for delivery under this section by giving notice to the other party in accordance with this section. Notwithstanding the foregoing, the Town may provide notice to the Grantor at the address indicated on title to the Land in the land title office from time to time.
9. **Severance** – If any portion of this agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this agreement.
10. **Entire Agreement** – This agreement is the entire agreement between the parties and neither the Town nor the Grantor has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in this agreement, and this agreement may only be amended by written agreements by the parties.
11. **Interpretation** – In this agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless

the context requires otherwise;

- (b) time is of the essence; and
- (c) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

12. **Interest In Land and Enurement** – This agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided (including by deposit of a strata plan of any kind) and any land with which the Land may be consolidated. This agreement enures to the benefit of and is binding on the parties and their respective heirs, executors, successors and assignees, as the case may be.

As evidence of their agreement to be bound by this agreement, the parties have executed Part 1 of the *Land Title Act* Form C to which this agreement is attached and which forms part of this agreement.

SCHEDULE "C" TO LAND EXCHANGE AGREEMENT

AIR SPACE AGREEMENT

[next page]

TERMS OF INSTRUMENT – PART 2

AIR SPACE SUBDIVISION – EASEMENTS AND SECTION 219 COVENANTS

THIS AGREEMENT dated for reference _____, 201__ is

AMONG:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “ASP Owner”)

AND:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “Remainder Owner”)

AND:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “Town”)

WHEREAS:

- A. The ASP Owner is the registered owner in fee simple of the Air Space Parcel;
- B. The Remainder Owner is the registered owner in fee simple of the Remainder Parcel;
- C. The ASP Owner and the Remainder Owner wish to enter into this Agreement to provide for certain rights, licenses and easements in respect of the Parcels in order to provide support, access, utilities and certain other benefits appurtenant to each of the Parcels; and
- D. The approving officer for the Town approved the application for the air space subdivision to create the Air Space Parcel subject to the condition that the ASP Owner and the Remainder Owner enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties, for themselves and their successors, hereby acknowledge, agree, covenant, declare and grant as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions –

In addition to those terms defined elsewhere in this Agreement, in this Agreement:

- (a) “Air Space Parcel” means the parcel situate in the Town of Gibsons, British Columbia and legally described as NO PID, Air Space Parcel _____, Air Space Plan EPP _____.
- (b) “ASP Owner” means the registered owner in fee simple of the Air Space Parcel.
- (c) “Construct” means to alter, construct, demolish, install, place, reconstruct, replace, remove and renew and "Constructing", "Construction", and "Constructed" have corresponding meanings.
- (d) “Development” means, together, the Parkade located within the Air Space Parcel and the Public Plaza located within the Remainder Parcel, and means, in relation to each Parcel, the applicable portion of the foregoing development located within each Parcel.
- (e) “Other Owner” means in respect of an Owner, the other Owner.
- (f) “Other Owner's Easements” means the easements and rights granted by an Owner to the Other Owner pursuant to Sections 2.0 or 3.0, as the case may be.
- (g) “Other Parcel” means in respect of a Parcel, the other Parcel.
- (h) “Owner” means individually the ASP Owner or the Remainder Owner, as the case may be, and “Owners” means both of them.
- (i) “Parcel” means individually the Air Space Parcel or the Remainder Parcel and "Parcels" means both of them.
- (j) “Parkade” means the multi-level underground parking facility located within the Air Space Parcel, which structure is attached to and used in connection with the residential tower and hotel building constructed on those parcels of land legally described as _____, and all ancillary works and facilities in connection therewith, and all subsequent alterations, additions and replacements thereof, as the case may be.
- (k) “Public Plaza” means the paved public plaza located within the Remainder Parcel, running from Gower Point Road to the waterfront, and all ancillary works and facilities in connection therewith, and all subsequent alterations, additions and replacements thereof, as the case may be.
- (l) “Remainder Parcel” means the fee simple parcel situate in the Town of Gibsons, British Columbia and legally described as PID: _____, _____ Except Part in Air Space Plan EPP _____.

- (m) “Support Structures” means the soil and any and all structural elements from time to time on or within a Parcel which are required to support a Development that is situate within the Other Parcel, including, without limitation, anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings and grade or tie beams.
- (n) “Utility Systems” means any and all machinery, equipment, pipes, lines, conduits, wires, cables, chutes, ducts, vents, stacks, shafts, pumps, display and control panels, light fixtures, heating, air conditioning and ventilating equipment and other devices and systems (including all ancillary appliances and equipment and, without limitation, emergency generators), including, without limitation, gas, electricity, water, steam, sanitary sewer, storm sewer and drainage systems, air intake, air exhaust, ventilation, fire and emergency alarms, sprinklers and telephone, radio, television, cablevision, computer and other communication signals in any form whatsoever.

ARTICLE 2 EASEMENTS OVER REMAINDER PARCEL (PUBLIC PLAZA)

2.1 Grant of Easements over Remainder Parcel (Public Plaza)

The Remainder Owner hereby grants, in perpetuity to the ASP Owner, for the benefit of and appurtenant to the Air Space Parcel, the following non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Remainder Parcel, in common with the Remainder Owner and all other persons now or hereafter having the express or implied permission of the Remainder Owner or having a similar right, subject to the terms, conditions and limitations stated herein:

- (a) Utility Systems – To use and inspect any and all Utility Systems from time to time situate within the Remainder Parcel which serve (exclusively or otherwise) the Air Space Parcel and, at reasonable times and upon 3 days’ notice (except in the case of emergency when no notice will be required), to enter, go, pass and repass, with or without supplies, equipment and machinery, within, over and upon those parts of the Remainder Parcel as the ASP Owner may reasonably require for the purpose of the foregoing.
- (b) Support – For support for the Development situate within the Air Space Parcel by any Support Structures on or within the Remainder Parcel.
- (c) Construction and Repair – To enter, go, pass and repass within, over and upon those parts of the Remainder Parcel as the ASP Owner may reasonably require, at reasonable times and upon reasonable notice to the Remainder Owner (except in the case of emergency when no notice will be required), with or without supplies, equipment, machinery and, with respect to parts thereof constructed for the purpose of vehicles, with or without vehicles, for the purpose of:
 - (i) inspecting, repairing, cleaning, maintaining and Constructing the Development or any part thereof situate within the Air Space Parcel,

- (ii) performing any of its obligations under Section 7.0.
- (d) Generally – To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 2.1.

2.2 **Benefit and Burden**

Each of the easements granted in Section 2.1 shall be appurtenant to and for the benefit of the Air Space Parcel and shall charge and be a burden upon the Remainder Parcel.

ARTICLE 3 EASEMENTS OVER AIR SPACE PARCEL (PARKADE)

3.1 **Grant of Easements over Air Space Parcel (Parkade)**

The ASP Owner hereby grants, in perpetuity to the Remainder Owner, for the benefit of and appurtenant to the Remainder Parcel, the following non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Air Space Parcel, in common with the ASP Owner and all other persons now or hereafter having the express or implied permission of the ASP Owner or having a similar right, subject to the terms, conditions and limitations stated herein:

- (a) Utility Systems – To use and inspect any and all Utility Systems from time to time situate within the Air Space Parcel which serve (exclusively or otherwise) the Remainder Parcel and, at reasonable times and upon 3 days' notice (except in the case of emergency when no notice will be required), to enter, go, pass and repass, with or without supplies, equipment and machinery, within, over and upon those parts of the Air Space Parcel as the Remainder Owner may reasonably require for the purpose of the foregoing.
- (b) Support – For support for the Development situate within the Remainder Parcel by any Support Structures on or within the Air Space Parcel.
- (c) Construction and Repair – To enter, go, pass and repass within, over and upon those parts of the Air Space Parcel as the Remainder Owner may reasonably require, at reasonable times and upon reasonable notice to the ASP Owner (except in the case of emergency when no notice will be required), with or without supplies, equipment, machinery and, with respect to parts thereof constructed for the purpose of vehicles, with or without vehicles, for the purpose of:
 - (i) inspecting, repairing, cleaning, maintaining and Constructing the Development or any part thereof situate within the Remainder Parcel, and
 - (ii) exercising its rights under Section 7.4 in relation to the matters that are the subject the Remainder Owner's easements under this Section 3.0.
- (d) Generally – To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this Section 3.1.

3.2 Benefit and Burden

Each of the easements granted in Section 3.1 shall be appurtenant to and for the benefit of the Remainder Parcel and shall charge and be a burden upon the Air Space Parcel.

ARTICLE 4 RESERVATIONS

4.1 Reservations

Notwithstanding the easements and covenants granted in Sections 2.0 and 3.0, there is hereby reserved to each Owner in respect of such Owner's Parcel, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

(a) Temporary Interruptions – To temporarily interrupt the use and enjoyment by the Other Owner of the easements and rights over the Owner's Parcel or a portion thereof for the purposes of:

- (i) Constructing, repairing or maintaining Utility Systems in, upon, over, under or through that Parcel as the Owner may reasonably require or may deem expedient; or
- (ii) subject to Section 5.1(b), Constructing or repairing the Development or any part thereof situate within the Owner's Parcel as the Owner of such Parcel may require or may deem expedient,

in any manner that does not interfere with support provided by the Owner's Parcel to the Other Parcel pursuant to the easements granted herein, provided that any such interruption shall be as short as reasonably possible, reasonable notice of the intended interruption shall be provided (except in the case of emergency when no advance notice shall be required but notice shall be provided as soon as reasonably possible) and all reasonable steps shall be taken by the Owner during the period of the interruption to, if reasonably possible, provide the Other Owner with adequate alternative access, utility services and other easement benefits so interrupted.

ARTICLE 5 COVENANTS

5.1 Owners Covenants

Each Owner hereby covenants and agrees with the Other Owner that such Owner shall:

- (a) Minimize interference with the Other Parcel – In exercising the easement rights granted to an Owner herein, use all reasonable efforts to cause as little interference as possible with the use and enjoyment of the Other Parcel.
- (b) Minimize Nuisance to Other Parcel – Use all reasonable efforts to minimize the nuisance and inconvenience to occupants of the Other Parcel arising out of the exercise of any of

the easement rights granted to the Owner herein.

- (c) Not interfere with an Other Owner's Easement Rights – Subject to Section 4.1, not do or permit any person claiming through or under the Owner to obstruct or interfere with the Other Owner's easement rights hereunder and shall keep the portions of a Parcel which are the subject of the Other Owner's easement rights clean and clear of all debris or other obstructions, provided that nothing contained in this Agreement will be interpreted so as to restrict or prevent such Owner from using that Owner's Parcel and the Development therein in any manner which does not unreasonably interfere with the exercise by the Other Owner of its easement rights hereunder.
- (d) Repair – Subject to any other agreements between the parties regarding maintenance and repair, promptly and properly repair all damage to the Other Parcel and the Development therein and thereon that is caused by such Owner, or any of its employees, servants, agents, contractors, licensees and invitees, in the exercise of any of the Owner's easement rights, so as to restore the Other Parcel and the Development therein and thereon to substantially the same condition as existing immediately prior to the occurrence of such damage.
- (e) Discharge Liens – Promptly cause to be discharged from title to the Other Parcel any lien, charge or encumbrance that may be registered against title to the Other Parcel arising out of the exercise of the Owner's easement rights hereunder.
- (f) Continuing Support – Not do or omit to do anything at any time in or upon a Parcel which shall in any manner interfere with the support of the Development within the Other Parcel and shall not remove any Support Structures without providing or ensuring sufficient or equivalent alternate support for such Development.
- (g) Sale of Parcel – Except for the sale of strata lots created by the deposit of a Strata Plan in respect of a Parcel if the resulting strata corporation has entered into the assumption agreements contemplated under section 10.3(b), not sell or transfer, directly or indirectly, any legal or beneficial interest in the Owner's Parcel unless, as a condition thereof and prior thereto, the Owner causes the purchaser or transferee to enter into an assumption agreement pursuant to which the purchaser or transferee agrees to assume, be bound by and observe all of the obligations, positive or negative, of the Owner hereunder from and after the effective date of the sale or transfer to the same extent as if that purchaser or transferee had been an original party to this Agreement. If an Owner fails to comply with this Section 5.1(g), that Owner will remain liable for the performance of the obligations hereunder notwithstanding the transfer of that Owner's Parcel.
- (h) Compliance with Applicable Legislation – Comply with all applicable laws, regulations and bylaws of governmental authorities applicable to the Development within its Parcel, with respect to the operation, repair, maintenance and upkeep of its Parcel and the Development thereon and therein and with respect to the exercise of its easement rights hereunder within or on the Other Parcel and not to carry out the construction of any

improvements or repair to the Development within its Parcel, or on or within the Other Parcel in the exercise of its easement rights hereunder, except in compliance with such laws, regulations and bylaws.

5.2 Insurance by Owners

Each Owner (for the purposes of this Section 5.2, the “Insuring Owner”) hereby covenants and agrees with the Other Owner that it shall insure and perform the following covenants in respect of the Development on its Parcel (for the purpose of this Section 5.2, collectively called the “Insured Property”), and in exercising any easement rights hereunder to construct any improvements within or on the Other Owner’s Parcel, in all cases for itself and for the benefit of the Other Owner:

- (a) subject to Section 5.3, the Insuring Owner shall, at its sole cost and expense, and in addition to and not in substitution for any policies of insurance maintained by the Other Owner, take out and keep in full force and effect, or cause to be maintained, policies of:
 - (i) insurance against fire and other risks of physical loss or damage, including earthquake and flood (if such insurance can be obtained on commercially reasonable terms and conditions), leakage from fire protection equipment, and insurance against all other hazards covered by policies normally in use from time to time by prudent owners of properties similar to the Insured Property in an amount equal to the full replacement cost thereof;
 - (ii) comprehensive public liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of properties similar to the Insured Property, in respect of the use and occupancy of the Insured Property, for claims for personal injury, death or property damage arising out of any one occurrence in an amount of at least \$5,000,000 (which minimum amount shall increase every five years in the same proportion to the increase over the same five year period, if any, in the All Items Consumer Price Index for Greater Vancouver published by Statistic Canada or successor in function);
 - (iii) if equipment or apparatus normally the subject of boiler and pressure vessel insurance is located on the Insured Property, boiler and pressure vessel insurance in such amount as is normally effected having regard to the nature of such equipment or apparatus;
- (b) during the Construction of any Development on the Insured Property, and during the construction of any improvements on or within the Other Owner’s Parcel in the exercise of any easement rights hereunder, the Insuring Owner shall obtain and maintain:
 - (i) course of construction insurance in such amount as would normally be carried by a prudent owner of properties being developed in a similar manner as the Insured Property, with the Other Owner and its mortgagees as named insureds to the

extent reasonably possible;

- (ii) wrap up liability insurance in such amount as would normally be carried by a prudent owner of properties similar to the Insured Property for the period of construction plus 24 months, with the Other Owner and its mortgagees as named insureds to the extent reasonably possible; and
- (c) all insurance policies shall state that they cannot be cancelled without the insurer providing the other Insuring Owner with 30 clear days written notice stating when such cancellation is to be effective;
- (d) the Insuring Owner shall from time to time, whenever reasonably required by the Other Owner, furnish to the Other Owner certificates of insurance, certificates of renewal and other documents appropriate to evidence the insurance from time to time in force as required by this Section 5.2. If the Insuring Owner fails to insure as required under this Section 5.2, the Other Owner, after written notice to the Insuring Owner, may, but shall not be obliged to, effect such insurance in the name and at the expense of the Insuring Owner, and the Insuring Owner shall promptly repay the Other Owner for all costs incurred by the Other Owner in so doing.

5.3 Joint Insurance

Notwithstanding Section 5.2(a) and subject to Section 5.2(c), the Owners may or, if separate insurance policies are not available, shall take out, keep, maintain and participate in a joint insurance policy to cover the matters described in Section 5.2(a), if mutually agreed by the Owners. In such event, the Owners shall cooperate with each other to the fullest extent to obtain and maintain such joint insurance policy.

5.4 Default

If an Owner (in this Section 5.4, the "Defaulting Party") fails to perform any of its obligations or covenants under this Agreement, the Other Owner may, at its discretion, perform any of the Defaulting Party's obligations or covenants and the Defaulting Party shall, on demand, reimburse the Other Owner on a complete indemnity basis for all reasonable costs and expenses of doing so.

5.5 ASP Owner Indemnity

The ASP Owner will indemnify and save harmless the Remainder Owner, as owner of the Remainder Parcel, from and against any and all actions, causes of action, claims, damages, demands, judgments, losses, suits, proceedings, costs and expenses of any kind whatsoever (including legal fees and disbursements) for any loss, damage, injury or death to any person or persons or any property arising out of or in any way related to the use by the ASP Owner or those for whom it is in law responsible of the easements granted to the ASP Owner under this Agreement or any failure by the ASP Owner to fulfill any of its obligations under this Agreement,

save and except to the extent that such loss, damage, injury or death is caused by or contributed to by the negligence or willful act or omission of the Remainder Owner or those for whom it is in law responsible.

5.6 **Remainder Owner Indemnity**

The Remainder Owner will indemnify and save harmless the ASP Owner, as owner of the Air Space Parcel, from and against any and all actions, causes of action, claims, damages, demands, judgments, losses, suits, proceedings, costs and expenses of any kind whatsoever (including legal fees and disbursements) for any loss, damage, injury or death to any person or persons or any property arising out of or in any way related to the use by the Remainder Owner or those for whom it is in law responsible of the easements granted to the Remainder Owner under this Agreement or any failure by the Remainder Owner to fulfill any of its obligations under this Agreement, save and except to the extent that such loss, damage, injury or death is caused by or contributed to by the negligence or willful act or omission of the ASP Owner or those for whom it is in law responsible.

ARTICLE 6 MODIFICATIONS OF EASEMENTS

6.1 **Replacement Easements**

As an integral part of the granting of easements contained in Section 2.0 and 3.0 hereof, subject always to Section 9.1(e), subsequent to or in contemplation of damage to, demolition or destruction of or renovations to the Development which is situate on or within a Parcel, each Owner shall, if so requested by the Other Owner in writing, duly execute in registrable form and deliver to the Other Owner such modifications to this Agreement in a form and on such terms and conditions as the Other Owner and such Owner shall agree. There shall be no compensation or valuable consideration payable to the Owner by the Other Owner therefor, it is the intent of the parties hereto that any modifications to this Agreement shall be at least equal in utility, security, value and convenience to each of the Owners as the respective easements and licenses granted hereunder and, provided that such modifications to this Agreement are so equal, it is also intended that the modifications to this Agreement interfere as little as possible with the use and enjoyment of each Parcel.

6.2 **Priority**

Any modifications or replacements of this Agreement will be registered in the Land Title Office and the party granting such modification or replacement easements will use its best efforts to cause same to be registered with priority over any charges and encumbrances which permit the exercise of any rights or remedies that might prejudice the rights granted to the holder of the easements granted in the modification or replacement agreement.

ARTICLE 7 REPAIR AND MAINTENANCE

7.1 Definitions

In addition to those terms defined elsewhere in this Agreement, in this Section 7.0:

- (a) "Common Areas and Facilities" means:
 - (i) within or on the Remainder Parcel:
 - (A) any Utility Systems located within the Remainder Parcel that are the subject of any of the easements granted hereunder; and
 - (B) any other areas, facilities, systems and equipment located within the Remainder Parcel that are the subject of any of the easements granted hereunder;
 - (ii) within the Air Space Parcel:
 - (A) any Utility Systems located within the Air Space Parcel that are the subject of any of the easements hereunder; and
 - (B) any other areas, facilities, systems and equipment located within the Air Space Parcel that are the subject of any of the easements granted hereunder.
- (b) "Major Damage" occurs when:
 - (i) a Development within a Parcel is damaged or destroyed to the extent of at least thirty-five percent (35%) of the full replacement cost thereof; or
 - (ii) a Development within a Parcel is condemned; or
 - (iii) the insurers for any of the Parcels, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat such Development as a total loss, provided that the determination of the extent of damage or destruction in paragraph (i) and (ii) above shall be made by a professional engineer chosen by the Owner whose Development has suffered damage or destruction.
- (c) "Costs" means the costs and expenses to operate, maintain, repair and replace and insure the Common Areas and Facilities and "Cost" means any of such costs.

7.2 ASP Owner to Pay All Costs

The ASP Owner covenants and agrees to pay all Costs and the ASP Owner further covenants and agrees with the Remainder Owner to include such estimated Costs in any annual budget of any

strata corporation created by the subdivision of the Air Space Parcel by the deposit of a strata plan pursuant to the *Strata Property Act* (British Columbia).

7.3 Obligations to Repair, Maintain, and Rebuild

- (a) Common Areas and Facilities – The ASP Owner shall, at its sole cost and expense, at all times operate, maintain, repair and replace each of the Common Areas and Facilities as a prudent owner would do, for the common use and benefit of the Owners.
- (b) Support Structures – The ASP Owner will be responsible, at its sole cost and expense, for operating, maintaining and repairing all Support Structures that are located within each Parcel as a careful owner would do at the ASP Owner’s sole cost and expense.
- (c) Obligation to Rebuild and Repair if not Major Damage – In the event that any Development or any part thereof shall at any time be defective or be destroyed or damaged (the “Damaged Improvements”) such that any of the Other Owner’s Easements is diminished in a material way or is likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, the ASP Owner shall, at its sole expense and within a reasonable period of time following such damage or destruction, rebuild, repair and make the Damaged Improvements fit for the purpose of such easements.
- (d) Obligation to Rebuild and Repair if Major Damage – In the event that Damaged Improvements within a Parcel are destroyed or damaged to such extent that Major Damage has occurred such that the easements granted to the Other Owner are diminished in a material way or are likely to be diminished in a material way, then the ASP Owner shall, at its expense and within a reasonable period of time following the occurrence of such Major Damage, rebuild, repair and make the Damaged Improvements fit for the purpose of the easements under this Agreement, provided that the ASP Owner shall not have any obligation to rebuild, repair or make the Damaged Improvements fit for such easements if the ASP Owner gives notice in writing to the Remainder Owner of the ASP Owner’s intention not to rebuild, repair or make the Damaged Improvements fit for such easements within 180 days after the date of determination that Major Damage has occurred.

7.4 Failure to Maintain, Repair, and Rebuild

If the ASP Owner fails to fulfill its obligations under Sections 7.3, the Remainder Owner, upon giving the ASP Owner not less than seven days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform same and shall be entitled to be reimbursed in full for all costs incurred by the Remainder Owner in connection with such performance.

7.5 Payment of Utility Costs

The ASP Owner shall pay all operating costs for Common Areas and Facilities, including utility consumption (including, without limitation, electrical, water and gas).

ARTICLE 8 DISPUTE RESOLUTION AND DAMAGE LIMITATION

8.1 Dispute Resolution

In the event of any dispute or disagreement in respect of any matter that is the subject of this Agreement or the interpretation of any provision of this Agreement including, without limitation, any dispute with respect to any cost sharing provision, the parties agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* of British Columbia as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 8.1 is not intended to nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules. The Owners will share equally in the fees and disbursements payable to the arbitrator (but, for clarity, shall pay their own respective costs, including legal costs, associated with the arbitration and any Court application made pursuant to this section).

8.2 No Liability for Consequential Damages

Under no circumstances shall an Owner be liable to the Other Owner or a third party for indirect or consequential damages by reason of breach of any covenant herein contained.

ARTICLE 9 SECTION 219 COVENANTS

9.1 Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of each Owner that the provisions of this Section 9.1 shall be annexed to and run with and be a charge on each of the Parcels, each Owner covenants and agrees with the Town that the Owner's Parcel shall not be used for any purpose if any of the easements in Sections 2.0 or 3.0 benefitting the Owner's Parcel is discharged from title to the Owner's Parcel in the land title office or modified in either case without the prior written consent of the Town and each Owner further agrees as follows:

- (a) No Termination – Under no circumstances whatsoever shall the easements in Section 2.0 or 3.0 be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of any of the Other Owner or those claiming by, through or under the Other Owner or for any reason whatsoever, and each Owner shall refrain from seeking any judgment, order or declaration to that effect.

Nothing contained herein shall prevent an Owner from applying to enjoin or restrain any wrongful action or from seeking damages therefor.

- (b) No Further Subdivision – The Owners shall not further subdivide any of the Parcels except pursuant to the *Strata Property Act* (British Columbia).
- (c) No Strata Subdivision – The Owners shall not subdivide any of the Parcels pursuant to the *Strata Property Act* (British Columbia) unless the Owner of the Parcel being subdivided has complied in all respects with Section 10.3 of this Agreement.
- (d) No Liability of Town – The Town shall not be liable, as covenantee under this Section 9.0, for anything done or failed to be done pursuant to or associated with this Agreement or this Section 9.0 or anything contemplated thereby.
- (e) No Modification or Release – The Owners covenant each with the other and with the Town that the easements and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered, released or discharged without the prior written consent of the Town.
- (f) Indemnity of Town – Each Owner shall, and hereby does, release and agree to indemnify and save harmless the Town, its officials, officers, employees and agents, including, the Town’s approving officer and building officials, from and against all manner of actions, causes of action, claims, demands, suits, losses, expenses, judgments, costs (including legal fees and disbursements) arising out of or in any way related to:
 - (i) any release of this Agreement or the loss of any of the rights granted hereunder;
 - (ii) the approval by the Town or the Town’s approving officer of the subdivision creating the Air Space Parcel and the Remainder Parcel as separate parcels.

ARTICLE 10 GENERAL

10.1 Severability

If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force un-amended by that holding or by the severance of that term.

10.2 Acknowledgement

Each Owner hereby acknowledges, agrees and declares that the provisions of Section 9.0 are for the sole purpose of benefiting the Town and, in particular, acknowledge, agree and declare that the provisions of any of Sections 2.0 or 3.0 are not designed to protect or promote the interests of the Owners or any owner, occupier or user from time to time of any Parcel, and the Town may at its option execute an amendment to, or a release of, any of the provisions of Sections 2.0 or

3.0 or any part thereof at any time without liability to anyone for so doing.

10.3 Covenants Run with the Land/Subdivision

The burden of the covenants, charges and agreements set forth herein shall run with each Parcel, as applicable, and shall bind each Parcel, as applicable, and the successors in title thereto, and shall attach thereto and run with each and every part into which the same may be subdivided, but no part of the fee or soil of any Parcel shall pass to or be vested in an Owner under or by virtue of this Agreement.

Upon subdivision of any Parcel (the "Subdivided Parcel") by deposit of a Strata Plan under the *Strata Property Act* (British Columbia) the Strata Corporation so created shall:

- (a) perform and observe the Subdivided Lot owner's covenants herein at the expense of the strata lot owners;
- (b) enter into assumption agreements with the Other Owner, each in a form satisfactory to the Other Owner, acting reasonably, to assume all of the obligations of the Owner of the Subdivided Parcel hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement; and
- (c) be entitled to give all permissions and consents permitted to be given by the Owner of the Subdivided Parcel hereunder.

If an Owner fails to comply with this Section 10.3, that Owner will remain liable for the performance of the obligations hereunder notwithstanding the subdivision of that Parcel by deposit of a Strata Plan.

10.4 Priority

Each Owner shall, after execution hereof by the Town and the Owners, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that the covenants and easements in Sections 2.0 and 3.0 inclusive are registered, at the cost of the Owners, against title to the Parcels, as applicable, with priority over all other financial liens, charges and encumbrances registered or pending registration against title to the Parcels, as applicable.

ARTICLE 11 MISCELLANEOUS

11.1 Interpretation

In this Agreement:

- (a) Enurement – Any reference to a party herein shall be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

- (b) Singular Gender – Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings – The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References – This Agreement and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any Article, Section or other subdivision hereof and any reference in this Agreement to a designated Article, section or other subdivision is a reference to the designated Article, section or subdivision hereof.
- (e) Legislation – Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.

11.2 **Waiver**

No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. Waiver by any party of any default hereunder by another party shall not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

11.3 **Notice**

Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement shall be in writing, and shall be delivered, faxed or sent by postage prepaid mail and addressed to the intended recipient at the address of the recipient as set forth in Item 5 or Item 6 on Form C or such other address as the intended recipient may have most recently notified the other party hereto as an address for the delivery of notices hereunder. The time of receiving any such demand or notice shall be deemed to be the day of delivery or transmittal by facsimile if delivered or sent by facsimile by 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient, and, if otherwise delivered or transmitted by facsimile, on the next business day (excluding Saturdays, Sundays and statutory holidays) following the date of such delivery or transmittal, or on the fourth business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice shall not be effective if sent by mail until it is actually received by the intended recipient.

11.4 **Governing Law**

This Agreement shall be governed and construed in accordance with the laws in force in the

Province of British Columbia.

11.5 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

11.6 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

11.7 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first above written on Form C and Form D, which forms constitute a part hereof.

SCHEDULE "D" TO LAND EXCHANGE AGREEMENT

WATERFRONT SRW/COVENANT

[next page]

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY and SECTION 219 COVENANT (WATERFRONT & PLAZA WORKS)

THIS AGREEMENT dated for reference the ___ day of _____, 201___, is

BETWEEN:

(the "Grantor")

AND:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the "Town")

GIVEN THAT:

- A. The Grantor is the owner of those lands and premises located in Gibsons, British Columbia, legally described as NO PID, _____ (the "Development Lands");
- B. The Grantor is the lessee under a water lot lease agreement with the Province of British Columbia (the "Province") dated for reference _____, 20___, under licence number _____ over the following lands: Unsurveyed foreshore or land covered by water being part of the bed of Shoal Channel, Group 1, New Westminster District, containing 0.10 hectares, more or less; and District Lot 7005, Group 1, New Westminster District, Containing 0.280 hectares (collectively, the "Water Lease Area", which together with the Development Lands are referred to herein as the "Lands");
- C. The Town is the owner in fee simple of those lands having a legal description of PID: _____, _____ Except Part in Air Space Plan EPP _____ (the "Plaza Parcel");
- D. The Grantor intends to construct a development of certain commercial and residential uses on the Lands (the "Development"), which includes a public plaza located on part or all of Plaza Parcel (the "Plaza"), a waterfront public walkway (the "Waterfront Walkway"), and a pier (the "Pier"), all as generally shown on the site plan attached as Schedule "A", (together, the Plaza, the Waterfront Walkway, and the Pier comprise the "Works");
- E. The Grantor has, as part of and in connection with the Development, agreed to construct the Works, including all appurtenances ancillary and/or incidental thereto, to a standard and consistent with that required under the Servicing Agreement entered into between the parties, dated for reference the ___ day of _____, 20___, and to maintain the Works all to a standard satisfactory to the Town;

- F. The Grantor has agreed to grant to the Town a statutory right of way and sublicence for the operation and use of the Waterfront Walkway and that portion of the Pier located on or above the Lands (together the “Walkway”) as areas open to the public in perpetuity, and this statutory right of way is necessary for the operation and maintenance of the Town’s undertaking; and
- G. By the provisions of section 219 of the *Land Title Act*, a covenant, whether of a negative or positive nature, in respect of the use of land, in favour of the Town, may be registered as a charge against the title to that land and is enforceable against the owner and its successors in title, even if the covenant is not annexed to land owned by the Town.

THIS AGREEMENT is evidence that, and in consideration of ONE DOLLAR (\$1.00) paid by the Town to the Grantor and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges), the Grantor grants to and covenants with the Town as follows:

- 1. **Statutory Right of Way for the Walkway** – Pursuant to section 218 of the *Land Title Act*, the Grantor hereby grants, conveys and confirms to the Town in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way (the “Statutory Right of Way”) on, over and across the Development Lands (the “Right of Way Area”) at all times hereafter for the purpose of:
 - (a) permitting all members of the public, at their will and pleasure, 24 hours a day, 7 days a week, to pass, be on, and repass along and across the surface of the Development Lands, or any portion thereof, for rest, relaxation and recreation and to provide public access to and from the Town’s streets and sidewalks adjacent to the Lands as pedestrian-only access (including motorized wheelchairs, scooters, and similar pedestrian aids, as well as bicycles), all in compliance with the Town’s bylaws in force from time to time;
 - (b) permitting all members of the public, at their will and pleasure, 24 hours a day, 7 days a week, to pass, be on, and repass along and across the Development Lands, or any portion thereof, as necessary for the purpose of using any portion of the Plaza that is located outside of the Plaza Parcel, parking motor vehicles on the P1 level of the underground parkade located on the Development Lands, using the staircase and/or elevator from the parkade down to the Walkway level and up to the Plaza level, and crossing on foot or by wheelchair, scooter, or similar pedestrian aids, from the elevator through the building and across the Development Lands as necessary to access the Walkway and/or the Plaza;
 - (c) permitting the Town and the Town’s elected and appointed officials, officers, employees, and contractors (“Town Personnel”), to enter on the Right of Way Area with works, vehicles, equipment, tools and materials for the purpose of inspecting the Right of Way Area and the Walkway and removing from the Right of Way Area such structures, improvements, fixtures, and other obstructions

whatsoever as, in the Town's opinion, acting reasonably, is necessary in order to ensure the safe and effective use and enjoyment of the Walkway, provided that the Town gives the Grantor 20 days prior written notice of its intention to do so, except no notice will be required in emergency situations; and

- (d) do all other things on the Right of Way Area as may be reasonably necessary, desirable or incidental to the ongoing use, operation, and enjoyment of the Walkway.

2. **Grant of Sublicence over Foreshore Areas** – The Grantor hereby grants to the Town, in perpetuity, a licence (the "Sublicence") to use that area of the Water Lease Area on which the Walkway is located (the "Sublicence Area") at all times hereafter for the purpose of:

- (a) permitting all members of the public, at their will and pleasure, 24 hours a day, 7 days a week, to pass, be on, and repass along and across the surface of the Sublicence Area, or any portion thereof, for rest, relaxation and recreation and to provide public access to and from the Town's streets and sidewalks adjacent to the Lands as pedestrian-only access (including motorized wheelchairs, scooters, and similar pedestrian aids, as well as bicycles), all in compliance with the Town's bylaws, in force from time to time; and
- (b) permitting the Town and the Town Personnel, to enter on the Sublicence Area with works, vehicles, equipment, tools and materials for the purpose of inspecting the Sublicence Area and the Walkway and removing from the Sublicence Area such structures, improvements, fixtures, and other obstructions whatsoever as, in the Town's opinion, acting reasonably, is necessary in order to ensure the safe and effective use and enjoyment of the Walkway, provided that the Town gives the Grantor 20 days prior written notice of its intention to do so, except no notice will be required in emergency situations; and
- (c) do all other things on the Sublicence Area as may be reasonably necessary, desirable or incidental to the ongoing use, operation, and enjoyment of the Walkway.

3. **Section 219 Covenant to Construct and Maintain** – Notwithstanding section 1, pursuant to section 219 of the *Land Title Act*, the Grantor covenants and agrees as follows:

- (a) the Grantor shall complete the design, construction, and installation of the Works on the Lands and the Plaza Parcel, in accordance with the standards and in the timeframe prescribed in the Servicing Agreement, in a good and workmanlike manner;
- (b) the Grantor shall not use the Works for any purpose unless the Grantor has constructed and is maintaining the Works on the Lands and the Plaza Parcel, as the case may be, in accordance with this section 3;

- (c) the Grantor will, in perpetuity, keep clean, repair, and maintain the Works in good, safe and sufficient repair and condition as a reasonably prudent owner would do and to the reasonable satisfaction of the Town;
 - (d) the Grantor will be solely responsible for the full cost of the work required pursuant to sections 3(a), and (c);
 - (e) if the Grantor fails to keep, repair, and maintain the Works in good, safe and sufficient repair to the satisfaction of the Town's Director of Engineering, the Town shall be entitled to do such work after giving 20 days prior written notice to the Grantor (except in the case of an emergency, in which case no notice is required) specifying the default and requiring it to be remedied and the Grantor fails to carry out such work within such 20 day period, or if the work requires longer than 20 days to carry out, the Grantor has failed to commence carrying out the work and to diligently proceed with the work thereafter, and the Grantor shall pay the costs to the Town incurred in doing such work forthwith upon receipt of an invoice from the Town;
 - (f) the Grantor agrees that the Town is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this section 3. The Grantor agrees that this section is reasonable given the public interest in the need for effective maintenance and protection of the Works from breaches of this section 3;
 - (g) the covenants contained in this section 3 shall run with the Lands and each and every part into which the Lands may be subdivided or consolidated by any means (including subdivision plan, reference or explanatory plan, strata plan, bare land strata plan or lease), but no part of the fee of the Lands passes to or is vested in the Town under or by this section 3 and the Grantor may fully use the Right of Way Area and the Lands subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement;
 - (h) the Grantor shall not subdivide the Lands pursuant to the *Strata Property Act* (British Columbia) unless the Grantor has complied in all respects with section 18 of this Agreement; and
 - (i) if there is more than one owner of the Lands then they are jointly and severally responsible for performance of the obligations hereunder.
4. **Grantor's Obligations** – The Grantor must:
- (a) not do or permit to be done anything in the Right of Way Area or Sublicence Area which in the opinion of the Town, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of the Right of

Way Area, the Sublicence Area, the Works, or the rights granted under this Agreement;

- (b) permit the Town to peaceably hold and enjoy the rights hereby granted;
- (c) permit the Town to do all other things in the Right of Way Area and Sublicence Area which in the reasonable opinion of the Town are reasonably necessary for the safe use and preservation of the Right of Way Area or the Sublicence Area for the purposes of the Walkway, the Statutory Right of Way or the Sublicence;
- (d) not deposit or place garbage, debris or other material in the Right of Way Area or the Sublicence Area;
- (e) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the Town the rights, liberties, and right of way hereby granted; and
- (f) promptly discharge any builders liens which may be filed against title to the Plaza Parcel relating to any improvements, works or constructions which it undertakes or causes to be undertaken on the Plaza Parcel and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, works or construction undertaken on the Plaza Parcel.

5. **Town's Obligations** – The Town:

- (a) must do all things hereby authorized to be done by it over, through, and upon the Right of Way Area and Sublicence Area in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Lands, the Right of Way Area, or the Sublicence Area or to any improvements thereon; and
- (b) for the purposes of carrying out the Grantor's obligations with respect to the construction and maintenance of the Plaza, the Town shall permit the Grantor to enter upon and use, from time to time, that part of the Plaza Parcel on which the Plaza is located, on the terms attached as Schedule "C".

6. **Town's Rights** – The Town:

- (a) is entitled to peaceably hold and enjoy the rights, liberties, Sublicence and Statutory Right of Way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor;
- (b) may remove upon delivery of written notice to and upon consultation with the Grantor anything placed on the Right of Way Area or the Sublicence Area by the Grantor which in the reasonable opinion of the Town may interfere with, injure or

impair the operating efficiency of, or obstruct access to or the use of the Walkway or the rights granted by the Statutory Right of Way or Sublicence, but must promptly restore the Right of Way Area and Sublicence Area to substantially its original condition, but for the Walkway, so far as is reasonably practicable;

- (c) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency (in which case no notice is required), the Town must first give 20 days prior notice to the Grantor specifying the default and requiring it to be remedied and the Grantor fails to carry out such work within such 20 day period, or if the work requires longer than 20 days to carry out, the Grantor has failed to commence carrying out the work and to diligently proceed with the work thereafter. The Grantor shall reimburse Town for its reasonable, out of pocket expenses incurred in remedying such a default.

7. **Release** – The Grantor will not make any claims against the Town or Town Personnel and the Grantor hereby release and discharge the Town and Town Personnel from and against all damages, losses, costs, actions, causes of action, claims, demands, judgements, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) and injuries (including personal injury and death) (collectively, “Losses”) which may, at any time, arise or accrue to the Grantor, in connection with this Agreement including, without limitation:

- (a) by reason of the Town or Town Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;
 - (ii) inspecting the Works;
 - (iii) performing any work in accordance with the terms of this Agreement or requiring the Grantor to perform any work pursuant to this Agreement;
 - (iv) exercising any of its rights under any statutory right of way granted to the Town pursuant to this Agreement; or
 - (v) withholding any permits pursuant to this Agreement;
- (b) that arise out of, or would not have been incurred but for:
 - (i) the design, construction or installation (including any defective materials or faulty workmanship) of the Works;
 - (ii) this Agreement;

except to the extent such Losses are the result of the negligent acts or omissions on the part of the Town or Town Personnel. The release set out in this Section 7 will survive the expiration or earlier termination of this Agreement.

8. **Indemnity** – The Grantor hereby covenants and agrees with the Town to indemnify and save harmless and reimburse the Town and Town Personnel from and against all Losses which may arise or accrue to the Grantor any person, firm or corporation against the Town or Town Personnel or which the Town or Town Personnel may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:
- (a) the construction, installation, existence, maintenance, repair, replacement, removal, use or occupation of the Works, the Right of Way Area or the Sublicence Area;
 - (b) this Agreement, including the withholding of any permits by the Town pursuant to this Agreement;
 - (c) any personal injury, property damage or death occurring in or upon the Right of Way Area or Sublicence Area in whole or part from the exercise of the statutory right of way or sublicence in this Agreement by any party; or
 - (d) the release by the Town of any or all of the Town's rights under this Agreement or the loss of any rights purported to be granted hereby,
 - (e) the Town or Town Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;
 - (ii) inspecting the Works;
 - (iii) performing any work in accordance with the terms of this Agreement or requiring the Grantor to perform any work pursuant to this Agreement; or
 - (iv) exercising any of its rights under any statutory right of way granted to the Town pursuant to this Agreement; or
 - (f) any and all Losses which may arise or accrue to any person, firm or corporation including a member of the public against the Town or any Town Personnel or which the Town or any Town Personnel may, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Grantor or any of their contractors, subcontractors, employees, agents, licensees, invitees

and permittees in connection with the exercise of the obligations or responsibilities of the Grantor under this Agreement; or

- (ii) any default in the due observance and performance of the obligations or responsibilities of the Grantor under this Agreement,

except to the extent such Losses are the result of the negligent acts or omissions on the part of the Town or Town Personnel. This indemnity is both a personal covenant of the Grantor and an integral part of this Section 219 Covenant and will survive the expiration or earlier termination of this Agreement.

- 9. **Insurance** – The Grantor shall obtain and maintain, at the Grantor’s cost and expense, comprehensive general liability insurance protecting the Grantor from contractual and tort liability arising from bodily injury, death and property damage occurring on the Lands and the Plaza Parcel in an amount of not less than \$5 million per occurrence which shall:

- (a) name the Town as an additional insured;
- (b) include a cross-liability clause;
- (c) contain a waiver of subrogation rights against the Town; and
- (d) contain an obligation requiring the insurer to provide the Town with 30 days’ notice of expiry, cancellation or material change in the terms of the policy.

The Grantor shall furnish the Town with a certificate of insurance evidencing placement of the insurance coverage required under this section prior to this Agreement being registered in the Land Title Office and from time to time thereafter at the request of the Town. This obligation is both a personal covenant of the Grantor and an integral part of the Section 219 Covenant contained herein.

- 10. **No Waiver** – No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.

- 11. **Discretion** – Wherever in this Agreement the approval of the Town is required, some act or thing is to be done to the Town’s satisfaction, the Town is entitled to form an opinion, or the Town is given a sole discretion:

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the Town’s Director of Planning or any other person duly authorized by the Council of the Town of Gibsons to perform the functions of the Director of Planning;

- (b) the approval, opinion or satisfaction is in the discretion of the Director of Planning acting reasonably in accordance with municipal engineering practice.

12. **Reduction of Right of Way Area** -- The Grantor and the Town agree as follows:

- (a) after completion of construction of the Development, the Grantor may cause a British Columbia Land Surveyor to prepare a statutory right of way plan showing as statutory right of way those parts of the Development Lands required for the Waterfront Walkway, the public-access portions of the Pier, the parking access described in section 1(b) above, and any portion of the Plaza that is located outside of the Plaza Parcel, and ongoing operation of and access thereof;
- (b) any statutory right of way plan prepared under this section must be delivered to the Town for review and approval, in its sole discretion, for the purposes of this section and the Grantor must cause such changes to the plan to be made as the Town, acting reasonably, considers necessary for the purposes of the Statutory Right of Way;
- (c) once the statutory right of way plan provided for in this section has been approved by the Town, the Grantor must cause the approved plan to be deposited in the Land Title Office and the Town must, within a reasonable time after request by the Grantor, executed and deliver to the Grantor a discharge of the Statutory Right of Way contained in this Agreement from any part of the Lands that is not shown as part of the statutory right of way on the approved plan;
- (d) upon deposit of the discharge in the Land Title Office, reference herein to the Right of Way Area is a reference to the statutory right of way area shown on the approved plan; and
- (e) the Grantor shall undertake any and all acts contemplated by this section at its sole cost and expense.

13. **No Effect on Powers** – This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Town under the common law or any statute, bylaw, or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
- (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.

14. **Notice** – Any notice to be given pursuant to this Agreement must be in writing and must be delivered personally. The addresses of the parties for the purpose of notice are the addresses hereinbefore set out. Notice may be left at the relevant address in the same

manner as ordinary mail is left by Canada Post and is to be deemed to have been given when delivered. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.

15. **Severance** – 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 is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed provision.
16. **Entire Agreement** – No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.
17. **Headings** – The headings in this Agreement are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
18. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Lands or any building on the Lands by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in any event before the first conveyance of any strata lot, cause the strata corporation then created (the “Strata Corporation”) to assume the Grantor’s obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Town an assumption agreement in all material respects in the form attached hereto as Schedule “B”. If the Grantor fails to comply with this section 18, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Lands or any building on the Lands and notwithstanding the transfer of any portion of the Lands or any building on the Lands, including any strata lot, to a third party transferee. This section 18 does not limit or restrict the intent and meaning of section 23 herein.
19. **Strata Corporation Responsibility** – The Strata Corporation shall not enact any bylaw or make any rules or regulations in respect of the Lands, the Works, the Right of Way Area or the Sublicence Area which are inconsistent with this Agreement.
20. **Schedules** – Schedule “A” being a site plan showing the general form and location of the Lands, Development and the Works, Schedule “B” being the assumption agreement, and Schedule “C” being the Town’s form of licence agreement for carrying out work on the Plaza Parcel, form part of this Agreement.
21. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (g) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (h) time is of the essence;
 - (i) all provisions are to be interpreted as always speaking;
 - (j) reference to a “party” is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
 - (k) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
 - (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
22. **Parties** – Every reference in this Agreement to a party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
23. **Interest In Land and Enurement** – This Agreement runs with the Lands and each and every part into which the Lands may be subdivided or consolidated by any means (including subdivision plan, reference or explanatory plan, strata plan, bare land strata plan or lease), but no part of the fee of the Lands passes to or is vested in the Town under or by this Agreement and the Grantor may fully use the Right of Way Area, the Sublicence Area and Lands subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement. This Agreement enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C and D to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A" TO WATERFRONT SRW/COVENANT

SITE PLAN



SCHEDULE "B" TO WATERFRONT SRW/COVENANT

ASSUMPTION AGREEMENT

THIS AGREEMENT is dated for reference _____

BETWEEN:

THE OWNERS, STRATA PLAN _____

(the "Strata Corporation")

AND:

TOWN OF GIBSONS, Box 340, Gibsons, British Columbia, V0N 1V0

(the "Town")

AND:

(together, the "Owner")

WHEREAS:

- A. On the date that application was made to the New Westminster Land Title Office for deposit of Strata Plan ____, the Owner was the registered owner of the freehold estate in the Land shown on the Strata Plan (the "Lands");
- B. The Owner has granted to the Town a Statutory Right of Way and Section 219 Covenant for construction and maintenance of certain works, which agreement is registered in the New Westminster Land Title Office under numbers _____ and _____, as well as a sublicence of Water Lot Lease _____ (collectively, the "Charges");
- C. It is a condition of the Charges that the Strata Corporation enter into this Assumption Agreement in respect of the Charges,

NOW THEREFORE IN CONSIDERATION of the premises and the sum of \$10.00 paid by each of the Owner and the Town to the Strata Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Strata Corporation), the Strata Corporation hereby covenants and agrees as follows:

- 1. The Strata Corporation covenants and agrees that the Strata Corporation will be bound by and will observe and perform all of the covenants, restrictions and agreements contained in the Charges, including without limitation the covenant to indemnify in

section 8 of the Charges and the covenant to construct and maintain the Works (as defined in the Charges) in section 3.

- 2. The Strata Corporation agrees that the Town is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Strata Corporation of the Charges. The Strata Corporation agrees that this section is reasonable given the public interest in the need for effective maintenance and protection of the access from breaches of the Charges.
- 3. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their heirs, executors, administrators, successor and assigns.
- 4. To evidence its agreement, the Strata Corporation has executed this Assumption Agreement as of the date set out above.

THE OWNERS, STRATA PLAN ____ by its)
 authorized signatory:)
)
) C/S
)
 _____)
 Authorized Signatory)
)

SCHEDULE "C" TO WATERFRONT SRW/COVENANT

PLAZA CONSTRUCTION AND MAINTENANCE LICENCE AGREEMENT

THIS AGREEMENT dated for reference the ___ day of _____, 20__, is

BETWEEN:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the "Town")

AND:

(the "Transferee")

WHEREAS:

- A. The Transferee is the registered owner of lands located in the Town of Gibsons, British Columbia, and more particularly described as follows: NO PID, _____ (the "Development Lands");
- B. The Town is the owner in fee simple of those lands having a legal description of PID: _____, _____ Except Part in Air Space Plan EPP _____ (the "Plaza Parcel");
- C. The Grantor intends to construct a development of certain commercial and residential uses on the Lands (the "Development"), which includes a public plaza located on part or all of the Plaza Parcel (the "Plaza");
- D. The Grantor has, as part of and in connection with the Development, agreed to construct and maintain the Plaza to a standard satisfactory to the Town and in consistent with the Servicing Agreement entered into between the parties, dated for reference the ___ day of _____, 20__ (the "Servicing Agreement");
- E. The Transferee granted the Town a Section 219 Covenant over the Development Lands, registered in the New Westminster Land Title Office under number _____ (the "Covenant") respecting the construction and maintenance of certain works on the Development Lands and the Plaza Parcel, including the construction and maintenance of the Plaza on the Plaza Parcel;
- F. To facilitate the construction and maintenance of the Plaza on the Plaza Parcel by the Transferee, the Town has agreed to grant the Transferee this licence over the Plaza Parcel for that purpose;

THIS AGREEMENT is evidence that, and in consideration of ONE DOLLAR (\$1.00) paid by the Transferee to the Town and other good and valuable consideration (the receipt and sufficiency of which the Transferee hereby acknowledges), the Transferee grants to and covenants with the Town as follows:

1. The Town, for itself, its successors and assigns, hereby gives and grants unto the Transferee a non-exclusive licence on, over, and through the Plaza Parcel for the purpose of:
 - (a) installing the Plaza in accordance with the Servicing Agreement, the Covenant, and any other permits, plans, or agreements related to the construction of the Plaza, and any amendments to those permits, plans, or agreements, copies of which are filed at the office of the Town of Gibsons; and
 - (b) maintaining, repairing, and altering of the Plaza in accordance with the Servicing Agreement, the Covenant, and all applicable Town bylaws.
2. The term of this Agreement shall commence on the date it is signed by both parties, and shall terminate on the date that the Development is substantially destroyed or removed (the "Term").
3. The Transferee shall carry out the construction, maintenance, and repair of the Plaza in a good and workman-like manner in accordance with the Servicing Agreement, the Covenant, and all applicable Town bylaws. The Transferee will obtain all required governmental authorizations and permits for the Plaza and will maintain the Plaza in good condition so as not to constitute a hazard to persons using the Plaza Parcel. The Transferee shall provide to the Town on completion of the Plaza and any future modification of the Plaza, as-constructed drawings of the Plaza.
4. The Transferee covenants and agrees with the Town as follows:
 - (a) to use the Plaza Parcel only for the purposes outlined in section 1 of this Agreement and for no other purposes whatsoever without the prior written consent of the Town in its sole discretion;
 - (b) not to alter or modify the Plaza Parcel in any way beyond the scope of the Plaza or install any buildings or structures without obtaining the Town's prior written consent and providing to the Town all supporting documentation required by the Town, including site plans relative to the proposed alteration or modification;
 - (c) to keep the area adjacent to the Plaza Parcel free and clear of obstructions and open to pedestrian access at all times, exercising the greatest care in the use and occupation of the Plaza Parcel;
 - (d) not to cause, maintain or permit anything that may be or become a nuisance or annoyance on the Plaza Parcel to the owners or occupiers of adjoining lands or to

the public, including by the accumulation of rubbish or unused personal property of any kind or the blocking of the view of any established adjoining business during its hours of operation;

- (e) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Plaza Parcel as a result of the occupation of it by the Transferee, including without limitation all taxes, levies, charges and assessments, permit and licence fees, repair and maintenance costs, electrical, water and other utility charges associated with the Plaza Parcel, and payments for work and materials, and should the Transferee fail to pay and discharge any such taxes, levies, and charges described above, the Town may do so at the cost of the Transferee and charge the Transferee a 20% administration fee for doing so, and the Transferee shall pay the cost forthwith upon receipt of invoice of the same from the Town;
 - (f) to maintain the Plaza Parcel and the Plaza on the Plaza Parcel in a safe, clean, tidy and sanitary condition and to make promptly all needed repairs to all Plaza, whether for reasonable wear and tear or otherwise, at the cost of the Transferee;
 - (g) to not allow any refuse, debris, garbage, waste, contaminants, pollutants or other loose or objectionable material to accumulate or be deposited on the Plaza Parcel, but rather to dispose of the same regularly and continuously and to take all reasonable measures to ensure that any effluent or other substance discharged, spilled, emitted, released or permitted to escape, seep or leak on or adjacent to the Plaza Parcel or into any ditches, culverts, drains or sewers on or adjacent to the Plaza Parcel does not contain any environmental contaminants or any substances harmful to any sewage disposal works; and
 - (h) to promptly discharge any builders lien which may be filed against the Plaza Parcel relating to any Plaza or other improvement which the Transferee undertakes on the Plaza Parcel, to comply with all times with the *Builders Lien Act* (British Columbia), and to indemnify the Town for all cost incurred by the Town arising out of any claim of builder's lien relating to the Plaza Parcel.
5. The Transferee accepts the Plaza Parcel in an "as is" condition and any improvements made to the Plaza Parcel by the Transferee at any time during the currency of this Agreement, to make the Plaza Parcel suitable for the purposes of the Transferee hereunder, shall be at the risk, cost and expense of the Transferee.
6. The Transferee acknowledges and agrees that any rights granted by the Town to the Transferee herein are not exclusive and subject to the public's right to pass over the Plaza Parcel.
7. At the end of the Term or other cancellation of this Agreement, the Transferee shall:

- (a) remove all works placed by it on the Plaza Parcel which the Town requires it to remove in writing, and any works not removed shall be forfeited and become the permanent property of the Town, without any compensation to the Transferee whatsoever; and
- (b) leave the Plaza Parcel in a clean, neat and sanitary condition satisfactory to the Town, and shall restore the quality of the Plaza Parcel to its original condition as nearly as possible and free of any contamination or pollution of any kind.

If the Transferee fails to leave the Plaza Parcel in a condition required by this section, the Town may do so on behalf of the Transferee and the Transferee shall, on demand, compensate the Town for all costs incurred by the Town respecting the removal of the Plaza, whether they were forfeited to the Town or not, or for the restoration of the Plaza Parcel, plus a 20% administration fee.

- 8. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Town in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Plaza Parcel as if the Agreement has not been executed and delivered by the Town.
- 9. The Transferee will indemnify and save harmless the Town from and against all liability, actions, damages, proceedings, costs, claims, demands and expenses whatsoever (including solicitor's fees and litigation expenses) which the Town may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Transferee of any obligation hereunder to be observed or performed by the Transferee, any wrongful act or neglect of the Transferee on or about the Plaza Parcel, any damage to property related to the Transferee's use and occupation of the Plaza Parcel, or the death or injury to any person related to the Transferee's use and occupation of the Plaza Parcel.
- 10. From the date of commencement of construction of the Plaza, the Transferee shall obtain and keep in force comprehensive general liability insurance in the amount of not less than \$5,000,000.00 covering third party claims arising from the construction or maintenance of the Plaza, naming the Town as an additional insured. A copy of the policy of insurance or a certificate of insurance issued by the insurer confirming that the required coverage is in place shall be provided by the Transferee to the Town each year. The policy of insurance shall:
 - (a) be underwritten by an insurance company licenced to do business in British Columbia;
 - (b) include that the Town is protected notwithstanding any act, neglect or misrepresentation by the Transferee which might otherwise result in the avoidance of a claim and that such policy is not affected or invalidated by any act,

omission or negligence of any third party which is not within the knowledge and control of the insureds;

- (c) include a cross liability clause; and
- (d) include a provision that the insurer will give the Town 30 days written notice of any material changes in the insurance coverage or of cancellation or termination of it.

11. If the Transferee transfers the fee simple interest in the Development Lands to any other person or stratifies Development Lands creating a strata corporation (the "New Owner"), the Transferee shall continue to indemnify and save harmless the Town pursuant to paragraph 9 hereof until such time as the Transferee has delivered to Town a copy of an assignment agreement originally signed by the New Owner by which the Transferee has assigned, and the New Owner has assumed, absolutely, the benefit and burden of this Agreement and a copy of any policy of insurance or certificate of insurance required under this Agreement. The assignment agreement shall be in the form attached hereto as Appendix 1.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
13. The Transferee and all agents, servants and workers of the Transferee are not and shall not be deemed to be agents, servants or employees of the Town.
14. Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
15. The Town and Transferee shall forthwith, do or cause to be done all acts or things necessary to give proper effect to the intention of this Agreement.
16. The invalidity of any particular provision of this Agreement shall not affect any other provision hereof and this Agreement shall be construed as if such invalid provision were omitted.

IN WITNESS WHEREOF the parties have duly executed this Agreement this ___ day of _____, 20__.

TOWN OF GIBSONS by its authorized signatories:

Name:

Name:

_____ by its authorized signatories:

Name:

Name:

APPENDIX 1 TO PLAZA CONSTRUCTION AND MAINTENANCE LICENCE AGREEMENT
ASSIGNMENT AGREEMENT

This Agreement made the ___ day of ___ 20__.

Between

(the "Assignor")

And

(the "Assignee")

WHEREAS:

- A. By an Agreement dated _____ 20__ a copy of which is annexed hereto as Schedule A (the "Agreement") between the Town of Gibsons as transferor and _____, as Transferee, the Town of Gibsons granted to the Transferee a nonexclusive licence more particularly described in the Agreement for the purposes and upon the term and conditions set out herein.
- B. It was a term of the Agreement that if the Transferee therein should transfer the fee simple in the Development Lands (as defined in the Agreement) to any other person or if the Transferee should stratify the Development Lands, the obligations of the Transferee to indemnify and save harmless the Town of Gibsons would continue until this form of Assignment Agreement originally signed by the new owner was delivered to the Town of Gibsons.
- C. The Assignor herein as the registered owner of the Development Lands has deposited a strata subdivision plan with respect to the Development Lands, thereby creating the Assignee [OR: has transferred or intends to transfer the fee simple interest in the Development Lands to the Assignee] and now wishes, as contemplated by the Agreement, to transfer and assign the benefit of the Agreement to the Assignee and the Assignee has agreed to assume the burden of the Agreement from the Assignor.

Now therefore, in consideration of the said fee simple transfer of the Development Lands and the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

- 1. The Effective Date means _____ (date of transfer of Development Lands).

2. As of the Effective Date the Assignor assigns to the Assignee all of the Assignor's right, title and interest in and to the Agreement.
3. The Assignor represents and warrants to the Assignee that:
 - (a) the covenants and agreements set out in the Agreement have been and will to the Effective Date be duly observed and performed by the Assignor;
 - (b) the Assignor has the authority to assign the benefit of the Agreement subject to no restriction of any kind;
 - (c) subject to the observance and performance of the other covenants and agreements by the Assignee, the Assignee may exercise the full benefit of the Agreement and the right, licence and liberty granted under it without interruption except as provided in the Agreement.
4. During the currency of the Agreement, the Assignee will:
 - (a) not assign the benefit of the Agreement except in accordance with the Agreement;
 - (b) assume the burdens and obligations contained in the Agreement and perform all of the covenants and agreements under the Agreement as if the Assignee was the Transferee originally named in the Agreement; and
 - (c) indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages, charges and expenses for or in respect of any breach by the Assignee of the Agreement covenants and agreements arising on or after the Effective Date.
5. Neither the assignment herein, nor the payment of any money or the performance by the Assignee of any of the Agreement covenants and agreements will waive or modify in any respect any of the rights of the Town of Gibsons or relieve the Assignor from observing and performing the Agreement covenants and agreements until such time as an originally signed copy of this Assignment Agreement has been delivered to the Town of Gibsons PROVIDED that upon delivery of the said copy of this Assignment Agreement as aforesaid all obligations of the Assignor in respect of the Agreement covenants and agreements which have not accrued before the date of such delivery will be at an end, and thereafter only the Assignee will be responsible for performance of the Agreement covenants and agreements then accruing or arising.
6. This Assignment Agreement will enure to the benefit of and be binding upon the parties to this Assignment Agreement and their respective personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement this __ day of ____, 20__.

SIGNED, SEALED AND DELIVERED in the presence of:)	_____ by its authorized signatories:
_____)	_____
Witness)	Name:
_____)	_____
Address)	Name:
_____)	
Occupation)	

SIGNED, SEALED AND DELIVERED in the presence of:)	[Assignee] by its authorized signatories:
_____)	_____
Witness)	Name:
_____)	_____
Address)	Name:
_____)	
Occupation)	

CONSENT AND PRIORITY AGREEMENT

WHEREAS *[insert name]* (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (called the "Charges") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Victoria Land Title Office under numbers *[insert]* respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant and Statutory Right of Way attached hereto (the "Covenant and SRW") and the Chargeholder hereby agrees that the Covenant and SRW shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant and SRW over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant and SRW as if the Covenant and SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

SCHEDULE "E" TO LAND EXCHANGE AGREEMENT

WATERWORKS SRW

[next page]

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY (WATERWORKS)

This Agreement dated for reference the ____ day of _____, 201__ is

BETWEEN:

(the “Grantor”)

AND:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the “Town”)

GIVEN THAT:

- A. The Grantor is the owner of those lands and premises located in Gibsons, British Columbia, legally described as NO PID, _____ (the “Land”);
- B. Section 218 of the *Land Title Act*, R.S.B.C., c. 250 enables the Grantor to grant in favour of the Town an easement without a dominant tenement to be known as a statutory right of way;
- C. The Grantor has agreed to grant to the Town a statutory right of way to facilitate the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, replacement and use of certain works, including all appurtenances ancillary and incidental thereto, all generally described as follows: all existing pipes, valves, fittings, pumps, conduits, culverts, facilities and appurtenances located on the Land and necessary or convenient for the carrying of water, sanitary sewage, storm sewage, or drainage as part of the Grantee's system of waterworks, sewage works and drainage works (the “Works”);
- D. The statutory right of way granted by this agreement is necessary for the operation and maintenance of the Town’s undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act*, and in consideration of \$1.00 paid by the Town to the Grantor and other good and valuable consideration (the receipt and sufficiency of which the Grantor acknowledges), the Grantor covenants and agrees with the Town as follows:

- 1. **Grant of Statutory Right of Way** – The Grantor hereby grants, conveys and confirms to the Town in perpetuity the full, free and uninterrupted right, liberty, easement and

statutory right of way for the Town, its officers, employees, contractors, licensees, and agents, in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the Land to:

- (a) construct, install, remove, replace, repair, alter, maintain, clean, inspect, operate and use the Works from time to time in the Town's discretion;
- (b) have unobstructed access to and from the Land at any and all times from adjacent public streets;
- (c) make surveys and tests and establish grades and levels;
- (d) excavate or otherwise alter the contours of the Land and to backfill trenches;
- (e) store personal property (including equipment) necessary to exercise its rights under this agreement, provided that the Town will consult the Grantor as to the duration and location of such storage;
- (f) remove from the Land such structures, improvements, fixtures, fences and driveways, trees, shrubs, plants, vehicles, storage facilities and other obstructions whatsoever as, in the Town's opinion, acting reasonably, is necessary in order to repair, alter, operate, maintain, clean, inspect or replace the Works provided the Town repairs any damage to the Land including the repaving of any previously paved areas and provided that the Town gives the Grantor 14 days prior written notice of its intention to do so; and
- (g) do all other things on the Land as may be incidental to, or reasonably necessary in connection with, the foregoing.

2. **Grantor's Obligations** – The Grantor will:

- (a) not do or permit to be done anything which in the opinion of the Town may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Land, the Works or the rights granted to the Town under this agreement;
- (b) not place, install or construct any building, structure, mobile home or other improvement (including any paving, walls or fences) on any portion of the Land in which the Works are located without the Town's approval;
- (c) not diminish or increase the soil cover over any Works installed on the Land without the Town's approval; and
- (d) permit the Town to peaceably hold and enjoy the rights hereby granted.

3. **Additional Town Rights – The Town:**
 - (a) is entitled to peaceably hold and enjoy the rights, liberties and statutory right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor;
 - (b) in its sole discretion may at any time remove any or all of the Works installed by the Town over, upon or under the Land; and
 - (c) notwithstanding section 3(b), if the Town releases or discharges this agreement in whole or in part, the Town will not be responsible or obligated in any way to remove or pay for the cost of removal of any Works from the Land.

4. **Town's Obligations – The Town must:**
 - (a) do all things hereby authorized to be done by it over, through, under, and upon the Land in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Land, or to any improvements thereon;
 - (b) not bury, without the prior written consent of the Grantor, construction debris or rubbish in excavations or backfill;
 - (c) rake up all rubbish and construction debris it creates in order to leave the Land in a reasonably neat and clean condition; and
 - (d) exercise the utmost care not to damage the Land or any improvement on the Land and, if the Town should cause any such damage, restore such damaged Land or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch, or, where the Town deems restoration to be impractical, reimburse the Grantor for all damage the Town has caused but not restored.

5. **Ownership of Works –** All chattels and fixtures installed by the Town over, on, in or under the Land as part of the Works are and shall remain owned by the Town, any rule of law or equity to the contrary notwithstanding.

6. **No Town Obligations –** No right herein granted to or reserved by the Town requires the Town to clean, repair or maintain the Works or the Land, except as expressly provided herein.

7. **Termination and Discharge of Statutory Right of Way –** Upon the removal of all Works from the Land, the Grantor may submit a discharge of this Agreement to the Town and the Town shall, within a reasonable time after request by the Grantor, execute and deliver to the Grantor such discharge of this Agreement. Upon deposit of the discharge in the

Land Title Office, this Agreement shall be at an end and the Town shall have no further rights to cross over the Land or install Works thereon.

8. **No Waiver** – No waiver by the Town of default by the Grantor is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by a party of a previous default of the other will operate as a waiver of any subsequent continuing default.
9. **Notice** – Any notice required or permitted to be given pursuant to this agreement must be in writing and delivered personally or sent by prepaid express mail to the addresses set out above. If notice is delivered personally, it will be considered given when it is delivered. If notice is mailed, it will be considered given 5 days after mailing by deposit at a Canada Post mailing point or office. A party may only change its address for delivery under this section by giving notice to the other party in accordance with this section. Notwithstanding the foregoing, the Town may provide notice to the Grantor at the address indicated on title to the Land in the land title office from time to time.
10. **Severance** – If any portion of this agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this agreement.
11. **Entire Agreement** – This agreement is the entire agreement between the parties and neither the Town nor the Grantor has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in this agreement, and this agreement may only be amended by written agreements by the parties.
12. **Interpretation** – In this agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) time is of the essence; and
 - (c) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
13. **Interest In Land and Enurement** – This agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided (including by deposit of a strata plan of any kind) and any land with which the Land may be consolidated. This agreement enures to the benefit of and is binding on the parties and their respective heirs, executors, successors and assignees, as the case may be.

As evidence of their agreement to be bound by this agreement, the parties have executed Part 1 of the *Land Title Act* Form C to which this agreement is attached and which forms part of this agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS *[insert name]* (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (called the "Charges") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Victoria Land Title Office under numbers *[insert]* respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Statutory Right of Way attached hereto (the "SRW") and the Chargeholder hereby agrees that the SRW shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the SRW over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the SRW as if the SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

AMENDMENT TO LAND EXCHANGE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of November, 2019 is

BETWEEN:

TOWN OF GIBSONS, PO Box 340, Gibsons, British Columbia, V0N 1V0

(the "Town")

AND:

THE GEORGE GIBSONS DEVELOPMENT LTD. (Inc. No. BC0323021),

PO Box 570, Gibsons, British Columbia, V0N 1V0

("GG Development")

AND:

KLAUS FUERNISS and **MONIKA FUERNISS**, PO Box 570, Gibsons, British Columbia, V0N 1V0

(the "Fuernisses")

(collectively, GG Development and Fuernisses are the "Owners")

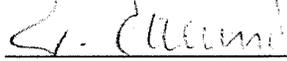
GIVEN THAT the Town and the Owners entered into a land exchange agreement dated for reference April 1, 2017 (the "**Original Agreement**"), and now wish to amend the Original Agreement, **THIS AGREEMENT** is evidence that in consideration the promises exchanged in this Amending Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree to as follows:

1. The Original Agreement shall be amended by deleting section 1.1 (h) and replacing it with the following:
 - (h) "Completion Date" means June 1, 2020, or an earlier date agreed to by the parties.
2. Time remains of the essence under the Original Agreement as amended by this Amending Agreement.
3. This Amending Agreement may be executed in multiple counterparts, each of which may be delivered by electric mail and shall be deemed to be an original and all of which together constitute one and the same agreement.

Nov 01, 2019 3:18 PM/JA

As evidence of their agreement to be bound by this Amending Agreement, the parties have executed this Amending Agreement below:

THE GEORGE GIBSONS DEVELOPMENT LTD. by its authorized signatory(ies):



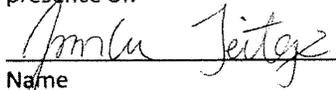
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November 7, 2019

Date:

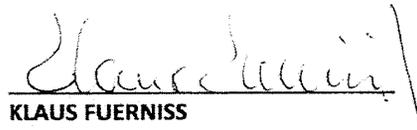
Signed, Sealed and Delivered in the presence of:)


Name)

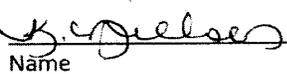
Roberts Creek, BC
Address)

Admin Assistant
Occupation)

Date: _____)


KLAUS FUERNISS

Signed, Sealed and Delivered in the presence of:)

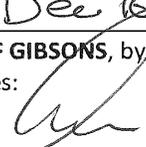

Name)

GIBSONS, BC
Address)

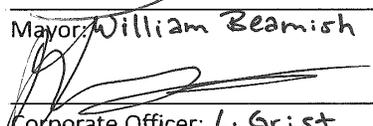
BOOKKEEPER
Occupation)


MONIKA FUERNISS

Date: Dec 10, 2019
TOWN OF GIBSONS, by its authorized
signatories:



Mayor: William Beamish



Corporate Officer: L. Grist

Dec. 10, 2019

Date:



STAFF REPORT

TO: Planning and Development Committee **MEETING DATE:** May 5, 2020

FROM: Lesley-Anne Staats, RPP, MCIP **FILE NO:** 6440-19
Director of Planning

SUBJECT: Short-Term Rental Bylaws for Consideration

RECOMMENDATIONS

THAT the report titled Short-Term Rental Bylaws for Consideration be received;

AND THAT Council directs staff to obtain a legal review of the proposed bylaw amendments prior to consideration of First and Second Readings.

PURPOSE

The purpose of this report is to provide the Planning and Development Committee with three proposed bylaws for consideration that would regulate Short-Term Rental Accommodations (STR's) in Gibsons:

- Zoning Amendment Bylaw – to regulate the use and conditions of use
- Business License Amendment Bylaw – to regulate the businesses
- Notice of Enforcement Amendment Bylaw – to regulate enforcement of the use and business

The three bylaws are enclosed as Attachments A, B and C. This review is intended to confirm whether the bylaws meet the Council's intent in regulating STR's in Gibsons, before completing a legal review of bylaws, which would be followed by Council consideration of bylaws for first and second readings.

BACKGROUND

Research has shown that short-term rental accommodations can drive significant economic growth; however, research indicates that they can also displace long-term rentals¹, alter neighbourhood character and raise legitimate parking, noise, safety, garbage, and fairness concerns.

¹ Wachsmuth, David. June 20, 2019. Short-term rentals in Canada: The first comprehensive overview. <http://upgo.lab.mcgill.ca/2019/06/20/short-term-rentals-in-canada-paper/>

On July 23, 2019, Council adopted the following resolutions after receiving draft bylaw amendments for the Zoning, Business Licence, and Notice of Enforcement bylaws regulating short-term rental accommodations:

R2019-250 Short-Term Rental Accommodation Regulations

THAT a public engagement process begin for the purpose of collecting short-term rental operator and stakeholder input;

AND THAT staff report back with feedback received from the public engagement process prior to consideration of future bylaw amendments.

R2019-251 Short-Term Rental Accommodation Regulations

THAT the notification distance for short-term rental accommodations be 100 metres.

A public consultation process was launched in October 2019, which included online surveys and small group discussion meetings. During the consultation, 63% of the survey respondents (58 out of 91) were residents, and 37% (33 out of 91) were STR operators.

Between October 11 to November 1, 2019, a total of 91 survey responses were provided through an online survey (70 responses) and in-person small group discussions (21 participants).

The online survey received 70 responses, where 55 respondents identified as residents and 15 identified as STR operators. Four small group meetings (2 hours per meeting) were held with 21 participants on October 22 and 23. The 21 small group participants, consisting of mostly STR operators (18 out of 21), provided in-depth input on proposed regulations. It should be noted that survey respondents and discussion group participants were self-selected, based on their interest in this topic. Following the feedback received from the consultation process, a report was provided to the Council on December 3, 2019, with options for consideration of implementing regulations in two categories – hosted and un-hosted short-term rentals.

On December 3, 2019, Council directed staff to revise bylaws regulating STRs by allowing them only on hosted properties (where a resident operator is on-site during a guest stay), and deferred regulation allowing un-hosted STRs until the Sunshine Coast Housing Needs Assessment is completed (now estimated Fall 2020). The December 3, 2019 staff report with the consultation feedback is enclosed as Attachment D.

R2019-385 Short-Term Rental Accommodation Regulations Consultation Results

THAT staff refine and revise bylaws, to implement short-term rental accommodation regulations and licensing using hosted short-term rental regulations;

AND THAT un-hosted short-term rental accommodation regulations and licensing be deferred until after completion of the Sunshine Coast Housing Needs Assessment.

On December 19, 2019, [Host Compliance](#), a company that specializes in assisting Local Governments in North America manage short-term rentals (through drafting bylaws, enforcement, and compliance processes), did a point-in-time snapshot of the number of listings

in Gibsons, which identified 131 listings representing 91 short-term rental units, shown in Figure 1. Of the listings, 84% were in single-family homes, 11% were in multi-family homes, and 5% were unknown.

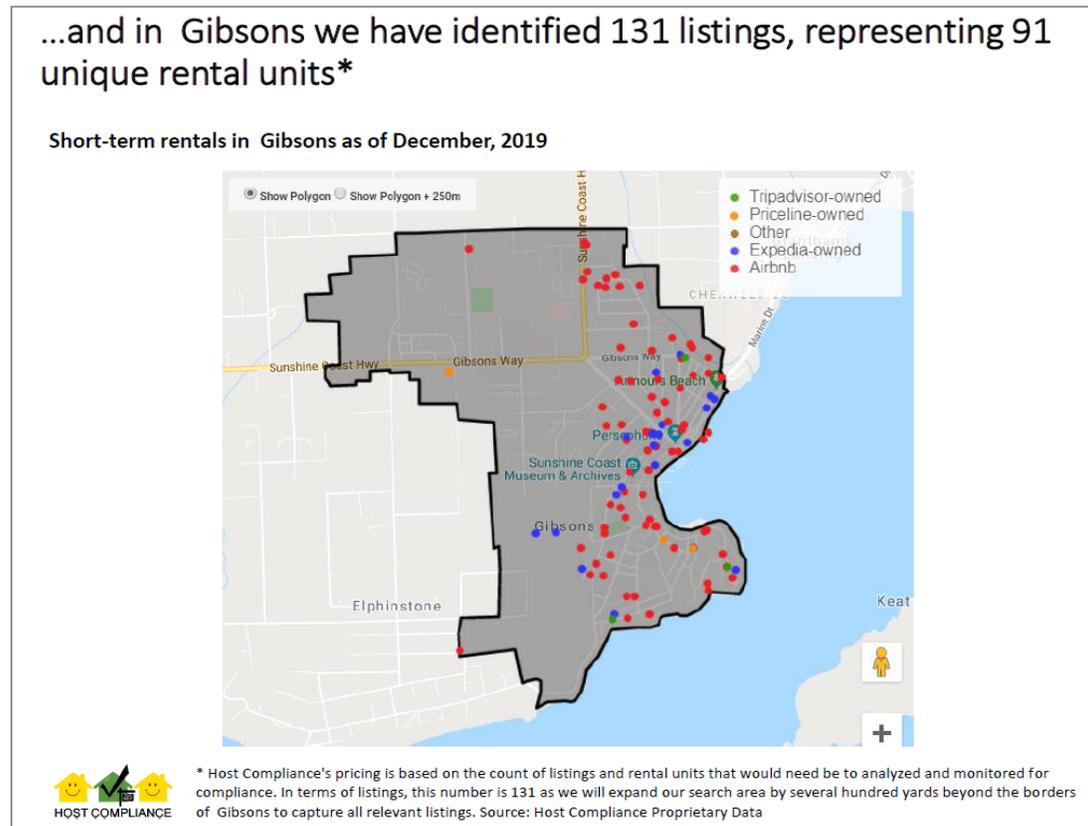


Figure 1: Host Compliance snapshot of short-term rental accommodation listings on December 19, 2019

Since Council's December 3, 2019 discussion on STR's, the topic of STR's has been discussed in subsequent Council meetings.

Current Zoning Context

The Town's current Zoning Bylaw permits bed and breakfast use (B&B) in specific zones and limits them to single-family dwellings (not permitted in secondary suites, duplexes, townhouses, nor apartments). The B&B regulations generally allow one to two bedrooms to be rented in a home, which must be conducted by a resident in the dwelling and must provide at least 1 parking space and breakfast.

Beyond the regulations for B&Bs, the current Zoning Bylaw regulates tourist accommodation, which is described as a building that provides sleeping facilities for the transient public and may also include cooking facilities.

The Zoning Bylaw is silent on short-term rental accommodations, which are often entire houses, secondary suites within a house, or a sleeping unit in an accessory building, rented to the transient public for stays of less than 30 days. The current lack of regulations provides little guidance to short-term rental operators who wish to operate responsibly.

The Context for Updating the Zoning, Business Licence and Notice of Enforcement Bylaws for Short-Term Rentals

- There is seasonal fluctuation in the number of STR units, and summer months appear to be busier. As shown in Figure 1 above, 91 unique rental unit listings were identified in December 2019, and Town staff have observed that unit numbers increase in the summer season.
- The Town hosted extensive community engagement and consultation on the topic of STRs in October and November 2019. A total of 91 online and in-person (small group discussion) survey responses provided, with 63% of the respondents self-identifying as residents and 37% identified as STR operators. Of the 91 survey respondents, 21 participated in 2-hour small group discussions, who provided in-depth input on proposed regulations (small group participants consisted mostly of STR operators (18 out of 21). The feedback received during the consultation expressed diverse community interests and perspectives, and areas of common support emerged.
- The commonality in consultation feedback included:
 - Support for the local economy – there was the recognition that STR's have benefited the Town's tourism economy, local service providers and community. STR's also provide an important service with greater accommodation options for visitors staying in Gibsons.
 - Supplemental income/ mortgage support – for owners, many who have invested in renovations and improvements specific to meeting short-term rental market demand. This supplemental income may be a consideration for a home-buyer, as it increases affordability.
 - Need for clear regulations – Desired clarity for STR operators who wish to operate responsibly, with clear business licence conditions that align with insurance and building safety requirements.
 - Maintain neighbourhood character – Desire to find a reasonable balance for allowing tourist accommodation use in residential neighbourhoods while respecting neighbourhood character and minimizing negative impacts on neighbours (such as street parking, noise, garbage, backyard fires).
 - Hosted STR's – Community residents and many operators were most supportive of hosted STR's, with a resident person who is responsible for guests during guest stays.
- During the community consultation, the feedback was most divided on measures aimed at addressing long-term housing supply.

- Consultation feedback from residents found that they generally supported the Town taking steps aimed at protecting the long-term rental housing supply. Online survey respondents were supportive of limiting STR's to those with a resident or operator on-site during guest stays (78% or 43 out of 55 survey respondents).
- In the online survey, fewer respondents were in favour of not permitting STRs in secondary suites or cottages (38% or 21 out of 55 online survey respondents).
- Staff note that the original policy intent that introduced secondary suites in 2008 was to increase the available rental housing supply. However, in the current housing market context, home prices are substantially higher and STR's provide buyers with an opportunity to obtain mortgage help, while also providing a space that could be available for friends/family visitors. STR's also deliver a unique accommodation experience that benefits the local economy.
- During the small group discussions, STR operators questioned the source of data used to link short-term rentals with loss of long-term rental housing and objected strongly to measures aimed at increasing the long-term rental housing supply. The larger context of seasonal vacation homes, vacant homes, and changes to the *Residential Tenancy Act* in 2018, were named as important factors for consideration in developing appropriate regulations for increasing the long-term housing supply. Limiting the number of STR units or restricting the type of STR units (ie. not permitting STR's in secondary suites or garden suites) on a property, were strongly opposed. Several STR operators stated that STR spaces would be left vacant (ie. cottage and suites would be reserved exclusively for friends and family use), if they were restricted, and would not become long-term rentals. Restricting the type of units and limiting the number of units permitted for STR use on properties were the most contentious topics that arose in consultation feedback, with strong emotions expressed on both sides.

DISCUSSION

Zoning Amendment Bylaw Update (Bylaw No. 1065-47)

The proposed zoning amendment bylaw includes new permission of STRs in single-family dwellings, duplexes, and multi-family residential buildings, except apartments. This new approach combines B&B's with STR's as the same use, as was supported in the consultation feedback. The following new/updated definitions are proposed:

“BEDROOM” means a room located within a dwelling unit and where the primary function is for sleeping.

“BOOKING” means a confirmed reservation for short-term rental accommodation or tourist accommodation uses.

“COOKING FACILITY” means the main means of cooking a meal or any arrangement of cooking facilities within a dwelling unit or suite and includes gas, propane, or electric ranges or stoves, microwave ovens, counter-top cooking units, hot plates, wall ovens,

toaster ovens, electric frying pans, pressure cookers, crock pots or any other such cooking facility or any combination of such cooking facilities, and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facilities.

“DWELLING UNIT” means a self-contained housekeeping unit, used or intended to be used by one or more persons containing cooking, eating, living, sleeping, and sanitary facilities.

“HOME OCCUPATION” means an occupation, profession, or craft carried out as an accessory use in a dwelling or accessory building to the dwelling, by a resident on the lot, but does not include Short-Term Rental Accommodation.

“PRINCIPAL RESIDENCE UNIT” means the dwelling unit where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver’s licenses, personal identification, vehicle registration and utility bills.

“SHORT-TERM RENTAL ACCOMMODATION” means the use of a furnished dwelling unit or sleeping unit which provides sleeping accommodation for less than 30 consecutive days for transient visitors.

“SLEEPING UNIT” means a unit primarily used for sleeping containing sleeping and sanitary facilities and has no kitchen or cooking facilities.

“TOURIST ACCOMMODATION” means a building which provides sleeping accommodation for transient visitors and may include cooking and dining facilities, meeting rooms, laundromats, dry-cleaning services, spa and fitness centres, and service commercial use.

Conditions of use include:

1. Short-term rental accommodation use shall be administered by the principal resident (an owner or authorized operator) on the property, who is living in a principal residence unit during a guest booking;
2. Short-term rental accommodation use shall occupy not more than one (1) dwelling unit or sleeping unit per property for the duration of a guest stay;
3. No external indication shall exist that a dwelling unit or sleeping unit is used as short-term rental accommodation, except for a single sign not exceeding 0.3 m² (3.2 ft²) in area.
4. A valid Town of Gibsons Business Licence, and compliance with associated licence terms and conditions, is required for the conduct of a short-term rental accommodation use and must be displayed on the property.

5. Off-street, parking must be provided per Part 6 of the bylaw, except that tandem parking is permitted (1 parking space per 2 bedrooms/sleeping units).
6. For sleeping units in an accessory building, registration of Section 219 Restrictive Covenant shall prohibit the conversion of the accessory building into a dwelling unit.

Additional amendments to the zoning bylaw include:

- Deleting the definition of Boarding Use (which is a long-term rental use within a dwelling unit) as it limits long-term rental options, is difficult to enforce, and has not come up as an issue.
- Deleting the definition of Bed and Breakfast as it has been altered and combined with the definition of short-term rental accommodation. The original definition of B&B required a provision of breakfast, which was functioning to create a hosted STR, where an operator is present during guest stays.
- Introducing new definitions such as 'bedroom', 'booking', 'cooking facility', 'dwelling unit', 'principal residence unit', and 'short-term rental accommodation' to support regulating short-term rental accommodation use and to provide clarity in the regulation.
- Updating definitions such as 'sleeping unit', 'home occupation', and 'tourist accommodation' for clarity.
- Updating the home occupation provisions to allow not more than two home occupations in conjunction with each other.
- Updating the zoning bylaw with consequential amendments (and numerous references) that remove bed and breakfast as a home occupation.

Short-Term Rentals in Secondary Suites, Garden Suites, and Accessory Buildings

Staff note that an estimated 75% of the Business Licences previously issued for B&Bs were in secondary suites which do not conform to the Zoning Bylaw, as the Zoning Bylaw states that (S.8.9) secondary suites "must be available for use as a domicile on a year-round basis and must be rented for periods not shorter than one month".

The feedback received through community consultation indicated that Gibsons residents prefer hosted STR's with an operator on-site. Not allowing STR's in secondary suites and garden suites were strongly objected to. The consultation feedback further indicated that secondary suites currently used as STRs may remain vacant if regulations are put in place prohibiting STR use within them, as many homeowners do not want to manage a long-term tenant, and prefer the flexibility of short-term rentals for availability and use by family and visitors.

Council provided direction to prohibit STR's in "garden suites and other accommodations developed specifically as affordable housing or long-term rentals". Although secondary suites were introduced as an affordable housing option and intended to be long-term rental units, garden suites are new-build's and are not affordable; however, they do increase the housing stock using existing infrastructure. Staff advise against prohibiting STR's in secondary suites

and garden suites due to the community feedback received during the consultation. Several STR operators spoke to concerns with placing a burden on them to provide long-term rentals, and that if STR was not an option, the unit may not be used for long-term rental. Several operators had concerns with not permitting STR's in accessory buildings. Three participants had a STR that would be prohibited if accessory buildings would be prohibited. In these three cases and for several STR operators with secondary suites within their residence, the additional suite or unit, is only rented occasionally, (it is often used by friends and family). In these cases, if the unit was prohibited from STR, it would not become a long-term rental.

Further to this, STR use provides a property owner/ potential purchaser with mortgage help, making the unit more affordable. To continue to allow mortgage helpers, the proposed bylaw allows a STR's in an accessory building, as a sleeping unit only, with no cooking facilities. It is estimated that approximately 25% of existing STRs are in accessory buildings. A risk in allowing STRs in accessory buildings is that in the future they may be illegally converted to dwelling units, which could unintentionally increase the density in a neighbourhood. To limit this, staff suggest requiring a S.219 Restrictive Covenant to be registered on Title to make sure the accessory building is not converted to a dwelling unit unless the property is zoned for a Garden Suite.

Business Licence Bylaw Update (Bylaw No. 666-10)

Each year, the Town of Gibsons sends Business Licence renewal notices to business owners at the end of November. With Council's direction to update the STR regulations, 46 Business Licences were not renewed for the 2020 calendar year. It is staff's understanding that none of the 46 STR business licences qualify as B&B. Staff intends to issue the business licences once the 3 short-term rental related amendment bylaws have been adopted.

The Business Licence Bylaw amendment proposes the following changes:

- A new classification of business for short-term rental accommodation requiring an annual \$200 licence fee.
- A requirement to provide, as part of an application, the following:
 - Applicant's contact information
 - Operator's contact information (must reside on-site and provide proof of residence, and owners authorization, if the permanent resident on the property is not the owner)
 - Number of STR sleeping units and bedrooms
 - Number of dedicated on-site parking spaces and parking plan to scale
 - Strata Council approval (if applicable)
 - Property owner (and operator) consent to abide by short-term rental regulations
- Safety attestation form including the following requirements

- Smoke alarms installed and maintained
- Fire extinguisher installed and maintained
- Fire Safety Plan posted and updated annually
- Means of egress operable and unobstructed (bedroom doors and windows)
- Carbon Monoxide Alarms installed and maintained
- Interior/Exterior passageways maintained free and clear of obstructions
- An Operator (principal resident) on site during guest stays
- Insurance obtained for STR use
- Not more than one guest suite used at a time
- A written record of all guest names.
- A Town of Gibsons business licence with the operator's contact information will be displayed in a prominent location on the property

Enforcement Bylaw Updates (Bylaw No. 1125-07)

To enforce the Zoning and Business Licence bylaws, the Enforcement Bylaw would be amended to include offences with penalty fines of up to \$300 for each of the following violations:

- Not complying with business licence terms and conditions for operators of short-term rental accommodation.
- Refusing entry for inspection by a Town representative.
- Listing or advertising a short-term rental exceeding approved sleeping unit count on business licence.
- Operating contrary to zoning restrictions.
- Operating a short-term rental accommodation without a principal resident on the property.
- Operating a short-term rental in a secondary suite.
- Operating a short-term rental in more than one dwelling unit for the duration of the booking.
- Operating without a valid business licence.
- Not meeting required parking spaces for short-term rental accommodation.

In each offence listed above, the owner may enter into a 'compliance agreement' with Town of Gibsons (Bylaw Enforcement Officer), outlining intent and timeframe for compliance with the bylaws, and the penalties may be waived.

Enforcement is an essential part of regulating short-term rental accommodations and may require additional resources. Enforcement will be monitored to track a potential increase in workload for the Town's single Bylaw Enforcement Officer. Council need to may consider adding dedicated staff time for business licence inspections and a budget for proactive enforcement of short-term rentals.

POLICY / PLAN IMPLICATIONS

Strategic Plan Implications

Regulating short-term rental accommodation use in Gibsons aligns with Council's strategic plan objectives:

Advocate for and Facilitate A Range of Housing Types

- We will actively work toward increasing the supply and range of safe, secure and attainable affordable housing options

Plan for Sustainable Growth

- We will value the unique character of our Town and its neighbourhoods
- We will create spaces that promote a sense of community and are accessible to all
- We will support local business and foster a diverse economy

Financial Plan Implications

There are no negative impacts to the Town's Financial Plan. Staff will monitor impacts to the Bylaw Enforcement Officer's workload to determine if additional resources are required.

Other Policy or Plan Implications

Official Community Plan policy 11.2.6 is supportive of the 'sharing economy' and how to encourage this type of activity'. The 'sharing economy' refers to the sharing of assets such as vehicles, tools, real estate etc. to reduce costs and environmental impact. Policy 5.6.8 is to 'increase tourist accommodation within walking distance of the Harbour area'.

NEXT STEPS

Following the PDC's and Council's consideration of the bylaws, with confirmation that the approach is as Council requested, the bylaws will then be sent to the Town's legal Counsel for review before being considered for the first readings.

The zoning amendment process requires 1-2 readings before the Public Hearing. Following the Public Hearing, two more readings are required to Adopt the bylaw, for a total of four readings. At any reading, Council may amend or defeat the zoning amendment bylaw.

COVID-19-related considerations for Public Hearings

- The intent of a Public Hearing is for Council to hear community opinions on a bylaw being proposed, and for community members to hear other individuals' opinions as well.
- Should Council proceed to a Public Hearing, it must be held in a space that allows 2 m physical distancing.
- If more than 50 people gather, Council will have to adjourn to a later date.
- Council has the option to waive a Public Hearing, per section 464(2) of the Local Government Act because the bylaw is consistent with the OCP. Should Council choose to waive the Public Hearing, a public notice would be published in two consecutive issues of the Coast Reporter stating the purpose of the zoning bylaw, the zones it would affect, and a website where information and the bylaws may be inspected.

Guidelines for Local Governments Operating under Emergency Program Act, Ministerial Order M083 with respect to Public Hearings (March 30, 2020) – excerpt below

- Local governments are required to hold public hearings prior to the adoption of several different kinds of bylaws including official community plans and some zoning bylaws.
- Local governments will need to think carefully about whether in some cases, delay of statutory processes requiring public hearings is the most appropriate and practical approach.
- Local governments may also want to consider whether it is appropriate to waive public hearings where they are not legally required, such as on proposed zoning bylaws that are consistent with the official community plan.
- Where a public hearing is required, members of the public who believe their property may be affected by a proposed bylaw must continue to be provided a reasonable opportunity to be heard, which can include written submissions.
- The Ministry understands the potential challenge of public hearing requirements and will be providing additional guidance in the near term.

RECOMMENDATIONS / ALTERNATIVES

Staff recommendations are on page 1 of this report.

Alternatively, Council may suggest modifications or additional terms to direct staff to include for the Town's bylaw amendments to regulate short-term rental accommodation; or, Council may wish to give the bylaws first and second readings and schedule a Public Hearing.

Attachments

- Attachment A – Zoning Amendment Bylaw No. 1065-47
- Attachment B – Business License Amendment Bylaw No. 666-10

- Attachment C – Notice of Enforcement Amendment Bylaw No. 1125-07
- Attachment D – December 3, 2019 Staff Report on STRs and Consultation Feedback Report

Respectfully Submitted,



Lesley-Anne Staats, RPP, MCIP
Director of Planning

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:

I have reviewed the report and support the recommendation(s).



Emanuel Machado
Chief Administrative Officer

ATTACHMENT A

TOWN OF GIBSONS

BYLAW NO. 1065-47, 2020

A Bylaw to amend *Town of Gibsons Zoning Bylaw No. 1065, 2007*

WHEREAS the Council for the Town of Gibsons has adopted *Town of Gibsons Zoning Bylaw No. 1065, 2007*;

AND WHEREAS the Council deems it desirable to regulate short-term rental accommodation and amend the Zoning Bylaw;

NOW THEREFORE the Council, in open meeting assembled, enacts as follows:

- 1) This Bylaw may be cited as *“Short-term Rental Zoning Amendment Bylaw No. 1065-47, 2020”*.
- 2) The *Town of Gibsons Zoning Bylaw No. 1065, 2007* is hereby amended by:

- a. Deleting the definitions for “Bed and Breakfast” and “Boarding Use” in Section 2.1.
- b. Inserting new and replacing the following definitions in Section 2.1 in alphabetical order:

“BEDROOM” means a room located within a dwelling unit and where the primary function is for sleeping.

“BOOKING” means a confirmed reservation for short-term rental accommodation or tourist accommodation uses.

“COOKING FACILITY” means the main means of cooking a meal or any arrangement of cooking facilities within a dwelling unit or suite and includes gas, propane, or electric ranges or stoves, microwave ovens, counter-top cooking units, hot plates, wall ovens, toaster ovens, electric frying pans, pressure cookers, crock pots or any other such cooking facility or any combination of such cooking facilities, and includes the arrangement of service lines which provide the energy source being used or intended to be used to service such facilities.

“DWELLING UNIT” means a self-contained housekeeping unit, used or intended to be used by one or more persons containing cooking, eating, living, sleeping, and sanitary facilities.

“HOME OCCUPATION” means an occupation, profession, or craft carried out as an accessory use in a dwelling or accessory building to the dwelling, by a resident on the lot, but does not include Short-Term Rental Accommodation.

“PRINCIPAL RESIDENCE UNIT” means the dwelling unit where an individual lives, makes their home and conducts their daily affairs, including, without

limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills.

"SHORT-TERM RENTAL ACCOMMODATION" means the use of a furnished dwelling unit or sleeping unit which provides sleeping accommodation for less than 30 consecutive days for transient visitors.

"SLEEPING UNIT" means a unit primarily used for sleeping containing sleeping and sanitary facilities and has no kitchen or cooking facilities.

"TOURIST ACCOMMODATION" means a building which provides sleeping accommodation for transient visitors and may include cooking and dining facilities, meeting rooms, laundromats, dry-cleaning services, spa and fitness centres, and service commercial use.

- c. Deleting all references to "Boarding Use".
- d. Deleting all references to "Bed and Breakfast" use.
- e. Adding Short-term Rental Accommodation use to Section 6.12 as follows:

Class of Use	Required Parking Spaces
Short-term Rental Accommodation	1 per 2 bedrooms / sleeping units

- f. Replacing Section 8.5 with the following:

8.5 Home Occupations

Home Occupations are a permitted accessory use in any dwelling unit that is in compliance with this Bylaw, subject to the following regulations:

- (1) Home Occupation uses must not include vehicle repair or maintenance, body shops, metal fabrication, the sale of goods not produced on the premises, or the production or sale of highly combustible products;
- (2) Home Occupation uses must be conducted within a building permitted by this Bylaw, and must not include outdoor storage of equipment, materials, containers or finished product;
- (3) Home Occupation uses must not produce any vibration, noise, heat, glare, odours, air pollution or electrical interference discernible from the outside of the dwelling in which the Home Occupation is located;
- (4) No external indication must exist that a dwelling unit contains an accessory Home Occupation use, except for a single sign not exceeding 0.3 m² (3.2 ft²) in area;

- (5) A Home Occupation use must be conducted only by a resident or members of a family resident in the dwelling unit to which the Home Occupation use is accessory, and such use shall not occupy more than 20% of the gross floor area of such dwelling unit;
- (6) Not more than one vehicle, not exceeding 2.7 metric tonnes (3.0 tons) gross vehicle weight shall be used in the conduct of a home business, and if licensed for commercial use, shall be parked in accordance with Section 4.9(1) of this Bylaw;
- (7) Home Occupations must not involve frequent arrivals or departures by vehicles for deliveries or customer or client visits; such movements shall be limited to no more than several per day;
- (8) A Town Business License is required for the conduct of any Home Occupation.
- (9) Not more than two home occupations are permitted on a property in conjunction with one another.

g. Replacing Section 8.7 with the following:

8.7 Short-Term Rental Accommodation

Short-term rental accommodation is permitted in any zone that permits a principal residential use, except apartment buildings and properties zoned marine M-1, industrial I-1, live-work L-W, and institutional PA, ADM, PSU, PRO zones, and the following conditions must be satisfied for the establishment and continued use and operation:

- (1) Short-term rental accommodation use shall be administered by the principal resident on the property, living in a principal residence unit during a guest booking;
- (2) Short-term rental accommodation use shall occupy not more than one (1) dwelling unit or sleeping unit per property for the duration of a guest stay;
- (3) No external indication shall exist that a dwelling unit or sleeping unit is used as a short-term rental accommodation, except for a single sign not exceeding 0.3 m² (3.2 ft²) in area;
- (4) A valid Town of Gibsons Business Licence, and compliance with associated licence terms and conditions, is required for the conduct of a short-term rental accommodation use and must be displayed on the property;
- (5) Off-street, parking must be provided per Part 6 of this bylaw, except that one parking space adjacent to the property on Town land,



TOWN OF GIBSONS Appendix A

PO Box 340
474 South Fletcher Road
Gibsons BC | VON 1V0
T 604-886-2274
F 604-886-9735

Short-Term Rental Accommodation Business Licence Application

This application **must** be completed in full.

You can email your completed application and supporting documentation to planning@gibsons.ca or mail it to the above address.

1. Owner Operator / Tenant Information:
Name: _____
Mailing Address: _____
Email: _____ Phone Number: _____
Business Operating Name (if applicable): _____
Please attach documents of Incorporation and Notice of Articles if you are using a company name (photo copies accepted)
2. Short-Term Rental Address:
Address: _____ Postal Code: _____
Unit Number (if applicable): _____
3. Property Zoning
Zone: _____
4. Is this your principal residence? (Residential address and specific unit where you live and use for bills, identification, taxes, and insurance.)
Yes No
If 'Yes', please attach two items verifying principal residence to confirm this declaration (Proof of principal residence must include a scanned copy of government issued photo identification. Examples of acceptable proof of residence include a recent utility bill, drivers licence or any mail from Medical Services Plan or Canada Revenue Agency.)
5. Do you own this residence? (Please include ownership confirmation documentation, BC Assessment, Homeowner Grant, or statement of title).
Own Rent
6. If you rent the above address, do you have the permission from the legal owner to operate a short-term rental?
Yes No
If 'Yes', please attach your signed Owner Consent Form to confirm this declaration

7. Do your strata bylaws allow short-term rentals?

Yes
 No
 There is no strata council for this residence

If 'Yes', please attach your signed [Strata Council Consent Form](#) to confirm this declaration

8. Have you previously held a Business Licence for a vacation accommodation or B & B at this address?

Yes
 No

Business Licence Number (if applicable): _____

9. When the Owner / Tenant is not available, who will serve as the designated Responsible Person to operate as the primary contact for this short-term rental? (A person who, at all times 24hr/7 days that the short-term rental is operated, has access to the premises and authority to make decisions in relation to the premises and the rental agreement.)

Name: _____ Email: _____

Address: _____

Phone Number: _____

(The above Responsible Person has consented to the use of his/her contact information.)

10. Indicate how many bedrooms you are applying to use. (You must have required parking for approval).**11. Indicate how many parking spaces are dedicated to the short-term rental use. Please include your parking plan.****12. Please include your signed Short Term Rental Accommodation [self-assessment checklist and attestation form](#).**

The personal information collected on this form is done so pursuant to the [Community Charter](#) and/or the [Local Government Act](#) and in accordance with the [Freedom of Information and Protection of Privacy Act](#). The personal information collected herein will be used only for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the Town's Corporate Officer at 604-886-2274 or 474 South Fletcher Road, Gibsons.

Applications will not be processed unless all required documentation is attached.

Completion of this application does **not** guarantee approval of application. Approved licences will be issued **only** upon receipt of payment of the Short-Term Rental Business Licence fee and receipt of associated documentation. Operating a Short-Term Rental without a valid licence is an **offence** for which penalties are prescribed.

Important: Operator has read and agrees to comply with the Town's regulations and bylaws. Licences are effective from January 1st to December 31st of the Licence year, are non-transferable, and the licence fee(s) paid are non-refundable. Short-Term Rental Business Licence's **must** be re-applied for at the start of each year. **I understand I cannot commence business until such time as a Short-Term Rental Business Licence has been approved and issued.**

Operator's Name (Individual completing form): _____

Operator's Signature: _____ Date Signed: _____, 20____

Appendix B



Schedule E – Short-Term Rental Accommodation Attestation

Please return this form to the Town of Gibsons with your application via email beo@gibsons.ca or at 474 South Fletcher Rd, Gibsons, BC, V0N 1V0

Owner/Operator Name: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact Name/Phone #: _____

Safety Measures:

- Smoke Alarms are installed and will be maintained.
- Fire Extinguisher is installed and will be maintained.
- Fire Safety Plan is posted and will be updated annually.
- Means of egress operable and unobstructed (bedroom doors & windows).
- Carbon Monoxide Alarms installed and will be maintained.
- Interior/Exterior passageways maintained free and clear of obstructions.

Terms and Conditions:

- An operator resides on-site and will be available during all guest stays.
- Not more than one (1) guest suite can be used for short-term rental accommodation on a property at a time.
- I will abide by the parking plan submitted with my application.
- I will include my Business Licence number in all advertising for a short-term rental accommodation.
- I will display a copy of the business licence and the Operator's name, phone number and email address in a prominent location on the property.
- I will keep a written record of all guest names and contact information.
- I will obtain insurance for the short-term rental accommodation.

I hereby attest that the above safety measures have been tested, inspected, and will continue to be maintained, and that I will abide by the terms and conditions listed above. Failure to adhere to these conditions may result in the business licence being suspended or revoked.

Signature

Date

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the Town's Corporate Officer at 604-886-2274 or 474 South Fletcher Road, Gibsons.

**Appendix A
Violations and Penalties
Pertaining to Short-Term Rental Accommodations**

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Business Licence Bylaw 666, 1992						
1125-07	Sched. E	Not complying with terms and conditions for operators of short-term rental accommodation.	\$200	\$150	\$300	Yes
1125-07	Sched. E	Refusing entry for inspection by a Town representative.	\$300	\$250	\$350	No
1125-07	Sched. E	Listing or advertising a short-term rental exceeding approved sleeping unit count on business licence.	\$200	\$150	\$300	Yes
Zoning Bylaw 1065, 2007						
1125-07	8.7	Operating contrary to zoning restrictions.	\$200	\$150	\$300	Yes
1125-07	8.7 (1)	Operating a short-term rental accommodation without a principal resident on the property.	\$200	\$150	\$300	Yes
1125-07	8.7 (2)	Occupying a short-term rental in more than one dwelling unit or sleeping unit for the duration of a guest stay.	\$200	\$150	\$300	Yes
1125-07	8.7 (4)	Operating without a valid business licence.	\$200	\$150	\$300	Yes
1125-07	6.12	Not meeting required parking spaces for short-term rental Accommodation.	\$200	\$150	\$300	Yes



STAFF REPORT

TO: Planning and Development Committee **MEETING DATE:** May 5, 2020
FROM: Katie Thomas **FILE NO:** 3220-North-718
Planner 1
SUBJECT: Temporary Use Permit (TUP-2019-03) for a Recreational Vehicle site at 718 North Road

RECOMMENDATIONS

THAT the report titled Temporary Use Permit (TUP-2019-03) for a Recreational Vehicle site at 718 North Road be received;

AND THAT Council directs staff to notify property owners neighbouring 718 North Road of the Temporary Use Permit application (TUP-2019-03);

AND THAT Council direct staff to publish notice of TUP-2019-03 in the newspaper;

AND THAT staff proceed with drafting TUP-2019-03 subject to the owner meeting the following conditions no later than June 19, 2020:

- 1. Wildlife resistant garbage container to be provided and arranged to be collected fortnightly**
- 2. All outdoor fridge and freezers to be placed in wildlife resistant containers**
- 3. 24-hour access to laundry facilities for all members of the site to be provided**
- 4. Privacy screening along Hillcrest Road to be provided**
- 5. Rental cap of \$500 per pad for the duration of the Temporary Use Permit**
- 6. Bond to be provided to cover cost of site remediation**

AND FURTHER THAT these recommendations be forwarded directly to the next Council meeting for adoption.

BACKGROUND / PURPOSE

The Town received a Temporary Use Permit application for the property at 718 North Road, as seen in figure 1. The property is located on the corner of Hillcrest and North Road and is zoned Upper Gibsons Commercial District 1 (C-1). The C-1 zone is intended to provide for a wide range of commercial uses, as well as apartment use above the ground floor.

The owner has applied for a Temporary Use Permit requesting permission for up to ten Recreational Vehicles (RVs) with inhabitants on the site.

The purpose of this staff report is to provide background information on the application and referral comments and obtain direction from the Planning and Development Committee to move the application forward by notifying neighboring residents and publishing notice of the application in the newspaper.

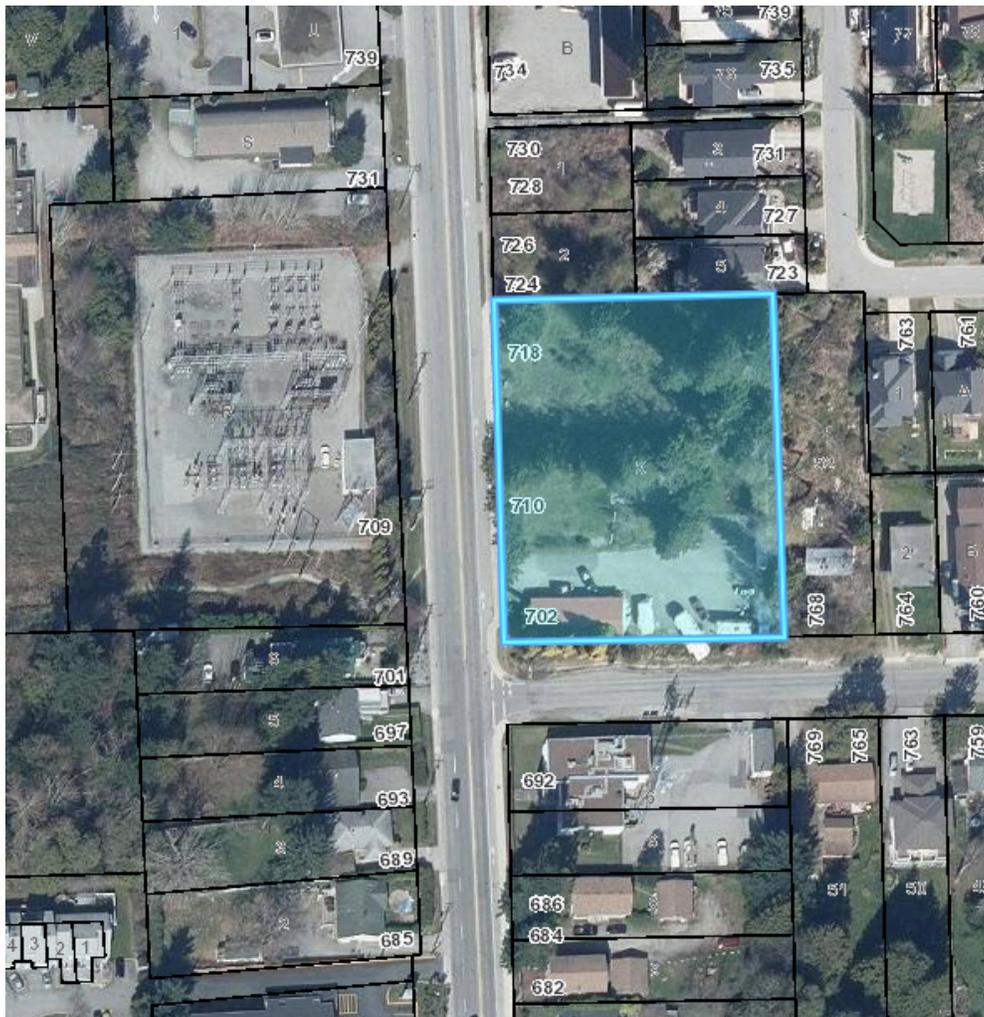


Figure1: Location of Subject Property

SUMMARY

RVs began arriving at the site at 718 North Road in early to mid-2018, as shown in the 2018 aerial photo in figure 1. A Bylaw complaint was received in May 2018 and staff contacted the owner to explain that the RV's, essentially campground use, did not comply with the current zoning.

The property is not determined to be a legal non-conforming use, as the Local Government Act Section 528 (2) states that once a non-conforming use ceases operation for 6 continuous months or longer, the use must come into compliance with land use bylaws. Therefore a Zoning Amendment or a Temporary Use Permit is required for the property to operate an RV park, or campground use.



Figure 2: Derelict Mobile Home has now been removed from the sit. Photo taken February 21, 2020

The Town issued a stop work order in January 2019 to a derelict mobile home that had moved onto the property without a permit, as seen in Figure 2. The Town requested that the derelict mobile home be removed– this was removed at the beginning of April 2020.

A Temporary Use Permit was applied for in June 2019. Since then, Planning staff have worked with the applicant to prepare the application and understand the intentions for future use of the site.

In the last month, the applicant has cleared the north portion of the property where an informal trail linking North Road to Steinbrunner is located. The property owner has cleaned up the site and removed the debris in the north vacant portion to prevent loitering.

The application is now ready for consideration by the Planning and Development Committee

DISCUSSION

An application summary is provided in Table 1.

Application Purpose	To allow an RV park for up to 12 RVs for a maximum of 3 years
Owner/Applicant	Michco Investments Ltd
Civic Address	718 North Road
Lot Area	5337.04 m ²
Zoning Land Use	Upper Gibsons Commercial District 1 (C-1)
OCP Land Use	Medium Density Residential

The property at 718 North Road has one permanent structure on site – a concrete office block (seen in figure 3) with 4 office inside units, one of which is used for laundry facilities. The site currently houses seven (7) RVs and one (1) ATCO trailer.



Figure 3: The old motel building which now houses an office and laundry facilities

The property owner wishes to construct a residential rental building on the site in the next three (3) years and therefore has requested a Temporary Use Permit for three (3) years, during the planning phase of the project.

The property used to be the site of Uptown Motel and Trailer Park from 1991 until 2000/2001 when it was closed to the public. Two of the motel rooms have been used on and off for staff accommodation over the years, as was the ATCO trailer that sits at the rear of the property.

Due to the history of the site, there are 12 hook ups on the site. The pad rental rates are \$450 per month, on a month-to-month basis. Planning staff suggest that these rates are affordable.

Section 493 (2) (a) of the *Local Government Act* states that a Temporary Use Permit may specify conditions under which the temporary use may be carried on. Staff understands that there are 12 tenants including children, currently living on the site. Further, there is limited affordable housing. While permanently living in an RV is not permitted under the BC Building Code, RV's do provide a temporary or seasonal housing option. Given that this campground/ RV park has been established for about 1.5 years, staff recommend drafting the proposed Temporary Use Permit subject to the owner meeting the following conditions no later than June 19, 2020::

1. Wildlife resistant garbage container to be provided and arranged to be collected fortnightly;
2. All outdoor fridge and freezers to be placed in wildlife resistant containers;
3. 24-hour access to laundry facilities for all residents to be provided;
4. Privacy screening along Hillcrest Road to be provided;
5. A Rental cap of \$500 per pad for the duration of the Temporary Use Permit;
6. \$5000 Bond to be provided to cover the cost of site remediation after Temporary Use Permit expiry.

Currently, garbage is removed from the site informally. Per the Town's Garbage and Organics Collection and Disposal Bylaw No. 1252, a wildlife resistant container is required on-site, and should be arranged to be collected frequently. Under the same Bylaw, unlocked outdoor fridge and freezers are prohibited to prevent wildlife attractants.

On a site visit this February, Planning Staff were provided entry to the laundry facilities which are locked unless the key holder is notified. Staff recommends all residents should be provided with access to the facilities on site 24 hours a day.

To provide some privacy screening for residents living in the rental pads, a condition of the TUP includes screening requirements along Hillcrest Road.

Staff suggest that a Housing Agreement would need to be drafted to enforce that the pad rental is limited to \$500 per month. This Housing Agreement would expire at the same time as the proposed Temporary Use Permit.

The Local Government Act allows a Temporary Use Permit to be extended once. If Council decides to authorize the issuance of the TUP on May 19th for a period of time, a Council resolution can be made at the same time to state that Council will not extend the TUP for 718 North Road. Staff could explore options to allow extension, for example, if an application for the proposed residential rental building has been received, if requested by Council.

To ensure that RVs are removed once the Temporary Use Permit expires, a security bond of \$5000 will be held, which would cover the cost of the removal of the RVs and remediate the site back to the state prior to the arrival of the RVs.

COMMUNICATION

The Local Government Act requires that a notice be published in a newspaper prior to Council's adoption of a resolution to issue the TUP. Staff recommends publishing notice of TUP-2019-03 in the Coast Reporter.

To obtain comments from immediate neighbours, staff recommend notifying properties within a 50-metre radius by mail, providing notice of the application and an opportunity to provide comments.

POLICY / PLAN IMPLICATIONS

Strategic Plan Implications

The 2019-2022 Strategic Plan speaks to actively working towards increasing the supply and range of safe, secure and attainable affordable housing options.

NEXT STEPS

Should Council authorize proceeding with this application, and notifications, Staff plan to bring a report to the May 19th Council meeting with input received for Council's consideration of issuing the Temporary Use Permit.

RECOMMENDATIONS / ALTERNATIVES

Recommendations are listed on page 1 of this report.

Alternatively, Council may reject the TUP application because the proposal is not consistent with the OCP or Zoning Bylaw, resulting in bylaw enforcement and the removal of the Recreational Vehicles at 718 North Road.

Respectfully Submitted,



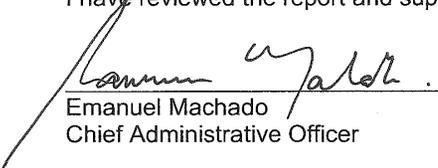
Katie Thomas
Planner I



Lesley-Anne Staats, MCIP, RPP
Director of Planning

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:

I have reviewed the report and support the recommendation(s).


Emanuel Machado
Chief Administrative Officer



STAFF REPORT

TO: Planning and Development Committee **MEETING DATE:** May 5, 2020
FROM: Katie Thomas **FILE NO:** 3220-Winn-721
Planner I
SUBJECT: Development Variance Permit and Development Permit for 721 Winn Road

RECOMMENDATIONS

THAT the report titled Development Variance Permit and Development Permit for 721 Winn Road be received;

AND THAT the Planning and Development Committee recommends that Council directs Staff to notify neighbours of Development Variance Permit application DVP-2020-01 at 721 Winn Road;

AND THAT the Planning and Development Committee recommends that Council authorizes the issuance of Development Permit DP-2020-09 for 721 Winn Rd;

AND THAT the Planning and Development Committee recommends that Council directs staff to remove the minimum unit size for apartment units in Commercial zones;

AND FURTHER THAT these recommendations be forwarded to the next Council meeting.

BACKGROUND / PURPOSE

The Town of Gibsons has received applications for a form and character Development Permit and a Development Variance Permit for the existing Downtown Commercial Zone 5 (C-5) building at 721 Winn Road, as shown in figure 1.

The building was constructed in 1989 as a mixed-use building, with commercial units at grade and a large residence above. The building has been renovated over the years, some with permits, some unauthorized. The configuration currently has several commercial units at grade and four apartments above; which do not conform to the BC Building Code nor the Zoning Bylaw. The current owner would like to bring the property back into compliance with the BC Building Code and the Town's Zoning Bylaw.

The purpose of this staff report is to provide the Planning and Development Committee with an analysis of the application and obtain direction on next steps.



Figure 1: Location of subject property



Figure 2: Photo of the front elevation of the existing building

DISCUSSION

The property is zoned Downtown Commercial Zone 5 (C-5) which allows the following uses: retail, office, service commercial, restaurant, tasting lounge, and apartments combined with commercial, with dwelling units not less than 55 m² (592 ft²). The building conforms to the permitted uses, however, the apartment units are less than 55 m² and the property is two parking spaces short, thus requesting a variance.

Development Variance Permit

Table 1 shows the planning review and zone check. The existing building is two (2) parking spaces short and three of the four apartments are under the required minimum unit size.

		Bylaw (C-5)	Existing	Is the Bylaw met?
FRONT SETBACK (Winn Rd)		0 m	11.29m	Yes
REAR SETBACK		6 m	7.94m	Yes
SIDE SETBACK (West)		3 m	8.74m	Yes
SIDE SETBACK (East)		0 m	2.96	Yes
LOT COVERAGE		90%	73%	Yes
PARKING		11	9	No - DVP applied for
MINIMUM APARTMENT SIZE	Unit 201	55m ²	42.27 m ²	No - DVP applied for
	Unit 202	55m ²	58.81 m ²	Yes
	Unit 203	55m ²	43.20 m ²	No - DVP applied for
	Unit 204	55m ²	40.88 m ²	No - DVP applied for

Table 1: Planning Review

The applicant has requested two variances to the Zoning Bylaw, a relaxation of the specified eleven (11) parking spaces as outlined in Section 6.12 of the Zoning Bylaw to nine (9) on-site spaces and a relaxation to three of the four apartments to be less than the stated 55m² in the C-5 zone.

Council Policy 3.9 provides a framework for Council to assess variance requests. Staff have reviewed the proposal with the Policy's criteria as outlined below:

- (1) *The request is not within the jurisdiction of the Board of Variance;*

Under Section 540 of the *Local Government Act*, an application to the Board of Variance is to vary or exempt an individual to relieve hardship. The variance request for 721 Winn Road does not present a hardship.

- (2) *The same request has not been previously denied by the Board of Variance;*

This application has not been presented to the Board of Variance.

- (3) *The variance will not result in significant negative impacts on neighbouring properties;*

The applicant is looking to bring the building at 721 Winn Road into compliance with the Zoning Bylaw, thus both the parking situation and residential apartment unit are existing. The Town has not received any bylaw complaints for parking issues on this property. Staff recommend notifying neighbours of the application to gain input in the case that neighbouring properties find that the existing conditions negatively affect them.

(4) There is a demonstrated need for the variance in order to permit reasonable use of the property;

The lack of parking, under sized apartment units, and BC Building Code infractions (such as insufficient access and egress and fire separations) are non-conforming; therefore, the Town is unable to issue a Business Licence to any business within the building until the non-conforming issues are addressed.

Section 6.12 of the Zoning Bylaw requires 1.5 parking spaces per apartment and 1 space per 45m² of retail, office or Service Commercial space. Thus, six (6) spaces are required for the residential component, and five (5) spaces are required for the commercial portion of the building – totalling eleven (11) spaces.

The existing building has had eight (8) parking spaces for around 20 years with no issue and the property owner can fit one more space, to bring the total number of parking spaces to nine (9) on site, no more can fit due to the location of the building on site, and the shape of the lot – seen in figure 1.

The property files show a that a Notice was registered on Title in 1998 due to Building Code and Zoning Bylaw infractions, as the single-family dwelling on the second floor was converted to five (5) suites. Shortly after that, the owner at the time promised to bring the building into conformance and made a case to Council requesting to remove the Notice on Title. Council resolved to remove the Notice on Title in 1999, and unfortunately the infractions were never addressed. Since then the property has sold (possibly multiple times) and undergone another renovation without a permit, which has resulted in four (4) apartments in which three (3) apartment units are under the minimum size limit.

The new owner has applied for planning permits with intention to renovate the building to meet BC Building Code and zoning issues to bring the property into compliance. Staff note that should a variance not be issued; the applicant will likely need to reconfigure the internal layout of the residential storey so that all units conform to the minimum unit size.

(5) The overall intent of the original bylaw requirement or standard is not compromised;

It is understood that the original 55m² minimum apartment size for commercial zones is likely to have come from a past BC Building Code regulation. At this time staff suggest that the Bylaw is not compromised.

The subject property is located within 250m of the bus stops at Winegarden Park and the number of spaces reflects the small nature of the apartments and businesses located within the building therefore it is concluded that the bylaw standard is not compromised.

- (6) *The variance does not appear to establish a precedent for other properties, but responds to a site-specific situation or difficulty;*

This variance is requested to bring the property into compliance. A parking reduction request responds to a site-specific request, based on the use of the property and current parking situation.

Staff are unclear on the bylaw intent/rational for requiring apartment units in commercial areas to be larger than 55m². This limits flexibility to respond to housing demand in mixed-use buildings and is unique to mixed-use buildings as there are no minimum floor area limits in multi-family residential zones.

Staff recommends reviewing this limit to determine if minimum apartment sizes in Commercial zones should be removed from the Zoning Bylaw, to allow smaller and encourage more affordable units.

- (7) *As per the Local Government Act provisions, does not result in a change in land use or an increase in permitted density;*

The variance request does not change land use nor increase density.

The buildings setbacks and height determine how large commercial buildings can be. The minimum unit size limits the number of units in a commercial building. Reviewing 721 Winn Road, the existing building does not extend to the maximum setbacks and lot coverage and therefore the density of this lot is not increased. Staff recommend that the variance be drafted to clearly state that any approved variance is for the existing building and will be void if the building were to be extended in the future.

- (8) *The variance results in suitable development that is an asset and compatible in the context of surrounding uses;*

The building is existing and the uses are permitted under the C-5 zoning, therefore it is determined that the building is compatible with surrounding uses.

- (9) *In the case of variance of specific development standards for off-site servicing, that any additional costs that may be incurred by the municipality or future land owners are considered;*

Not applicable to this variance request.

Staff conclude that the existing building has had nine (9) parking spaces for around twenty (20) years with no issue. The apartment units provide affordable rental for tenants in an area that is within walking distance of a number of amenities and therefore staff recommend moving forward with the notification to neighbouring properties prior to Council's final decision.

Form and Character Development Permit

The objective of DPA 5 is to foster design that retains, reinforces and enhances the village scale and character of the Harbour Area while providing for improvements and change.

The Harbour Area is comprised into four (4) character areas:

- Cultural Precinct
- Legacy Residential
- Village Waterfront
- Village Landing

The subject property is in the Legacy Residential area. As such, the guidelines that pertain to the Harbour Area, in general, apply to the building at 721 Winn Road. Staff have reviewed the application, enclosed as Attachment A, with DPA 5 guidelines. The proposed changes to the form and character of the building are listed below:

- (1) Installation of external staircases to the apartment units to conform with the BC Building Code, see figure 3.
- (2) Changing the existing asphalt roof to metal – revising two rooflines on the front elevation – one of which will become a flat roof (section of roof on the first storey seen in figure 2)
- (3) New deck at the rear of the building
- (4) New landscaping at the rear of the property – including the installation of vegetable gardens for tenants
- (5) Replacement of the vinyl siding with hardiboard planks. Proposed colour is Blue Moon and Blue Overalls. See figure 4.
- (6) New building sign above the main entrance.

As this is an existing building with minor changes to the building form, Table 2 below summarizes the DPA 5 guidelines and provides staff comments as to whether the proposed upgrades improve the current condition of the lot.



Figure 3: Photo of the rear and side elevation. A new staircase will be installed from the upper floor deck on the side elevation and an enlarged deck is proposed at the rear on the 1st floor.



Blue Moon



Blue Overalls

Figure 4: Proposed siding colours.



***Regent Grey**

Figure 5: Proposed metal roof colour

DPA 5 Guidelines	Has the criteria been met? Staff Evaluation
AREA WIDE DESIGN GUIDELINES	
Building Scale and Massing	
Building facades facing these pedestrian routes shall be no more than two storeys in height, or, where a height of greater than two storeys is allowed, shall step back a minimum of 3 m (10 ft.) above the second floor	Yes - <i>Building façade along Winn Road is two (2) storeys. 2.5 storeys at the rear due to the site gradient</i>
Varied roof heights, and roofs at various heights, are encouraged to provide variety in roofscape and skyline.	Not applicable – <i>no change, pitched roof is existing</i>
Roofs	
Sloped roofs are encouraged. Large areas of flat roof, except where they are green roofs or are used for private or communal open space, are discouraged.	Yes - <i>the building has a sloped roof, a small area over the front entrance is to be extended and will become a flat roof</i>
Roof forms should be articulated with dormers, skylights and other architectural features, provided such features do not obstruct uphill views. A continuous, unbroken ridge line should be avoided, particularly on larger buildings	Yes – <i>existing gable over the front entry to be replaced with a hip roof for more character</i>
All air conditioning, ventilating or other roof top mechanical equipment should be carefully concealed or screened.	Yes - <i>All mechanical equipment is inside the building.</i>
Roofing Materials	
Sloped roofs should be clad in wood shingles. Composite wood products with the appearance of traditional wood shakes may be considered as an alternative to wood shingles. Asphalt shingles or metal roofing may be used on minor or non-feature roofs depending upon extent, colour and visibility.	No – <i>Regent Grey metal roof is proposed. Colour shown in figure 5.</i>

DPA 5 Guidelines	Has the criteria been met? Staff Evaluation
Metal roofing may be used on buildings which are greater than two storeys in heights provided that large areas of such roofs are not subject to overview from nearby buildings at higher elevations.	Yes - Metal roof proposed on the 2.5-storey building.
Daylight and Sunlight	
Building heights and setbacks shall ensure adequate access to daylight and sunlight.	Yes – the existing building is set well back from the street and neighbouring residential properties.
Planting	
Mature trees are rare and valuable signposts of history. Where such trees exist, every effort should be made to retain them when re-development occurs.	Yes – existing trees to be retained and more landscaping is proposed to be installed at the rear of the building, including vegetable boxes for tenants.
Planters with seasonal flowers to provide colour are encouraged.	No – no planters proposed.
Lighting	
Indirect, low-level lighting of building facades, pedestrian routes and signage is encouraged.	Yes/No – Light fixtures proposed along the building facades unlikely that light spill from these fixtures will not light the pedestrian walkway
Lighting should be designed so that it avoids “light spill” into residential areas.	Yes - Current light fixture shown on the plans can be an upward fixture, with limited “light spill”
Use of marine light fixtures, building mounted, incorporated into railings or balustrades, or free standing, is encouraged.	 <p>Proposed light fixtures shown here.</p>
Transitions – Fencing and Landscaping	
Fencing should not exceed a height of 1.2 meters and should be supplemented with plant material.	Yes - No fencing proposed
Landscape should consist primarily of local indigenous species. Large areas of non-vegetative materials such as gravel, bark, mulch, etc. are prohibited.	Yes

DPA 5 Guidelines	Has the criteria been met? Staff Evaluation
To preserve view corridors, new plantings should consist of landscaping which, when mature, will not exceed the height of the buildings on site.	Yes -proposed new landscaping to be at the rear of the building – low level planting proposed, including vegetable boxes. Landscaping preserves views from uphill property.
Outdoor storage areas, mechanical equipment, waste containers, parking areas shall be screened.	Yes – all garbage and waste containers are proposed to be screened at the rear on the lot in the parking area
Parking	
Surface parking is discouraged, but, where no other feasible option is available, it should be internal to each development and screened from view by a combination of attractive walls, fencing, hedging, planting, other screening materials or a combination of these materials.	Not applicable – surface parking is existing. Four foot yew hedge screens the parking from neighbouring properties.
Off-street parking areas and access roads should have adequate pedestrian scaled lighting.	No - no lighting in parking areas to avoid light spill into neighbouring properties.

Table 2: Development Permit Review

Staff consider that while a number of the guidelines are not applicable, the proposed building upgrades improves the existing building, and therefore recommend authorization of Development Permit DP-2020-09.

REFERRALS

Referrals were sent to the Infrastructure Services Department, Building Department and Gibsons and District Volunteer Fire Department. At the time of writing this report, no comments had been received.

COMMUNICATION

The *Local Government Act* requires neighbours to be notified of the application and the date Council will decide on it. The Town's Development Application Procedures Bylaw No. 1166, 2014 states that letters must be delivered to neighbours within 50m of the subject property.

Staff recommends that Council directs staff to begin notifications for the Development Variance Permit application at 721 Winn Road

NEXT STEPS

Upon issuance of a Development Permit, a Building Permit may be obtained. Once a Development Permit is issued, the applicant has two years to commence construction before the permit expires.

RECOMMENDATIONS / ALTERNATIVES

Recommendations are listed on Page 1 of this report.

Alternatively, the Planning and Development Committee can request changes to the building.

Attachments

- Attachment A – Application Package
- Attachment B – Draft DP-2020-09

Respectfully Submitted,



Katie Thomas
Planner I



Lesley-Anne Staats, MCIP, RPP
Director of Planning

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:

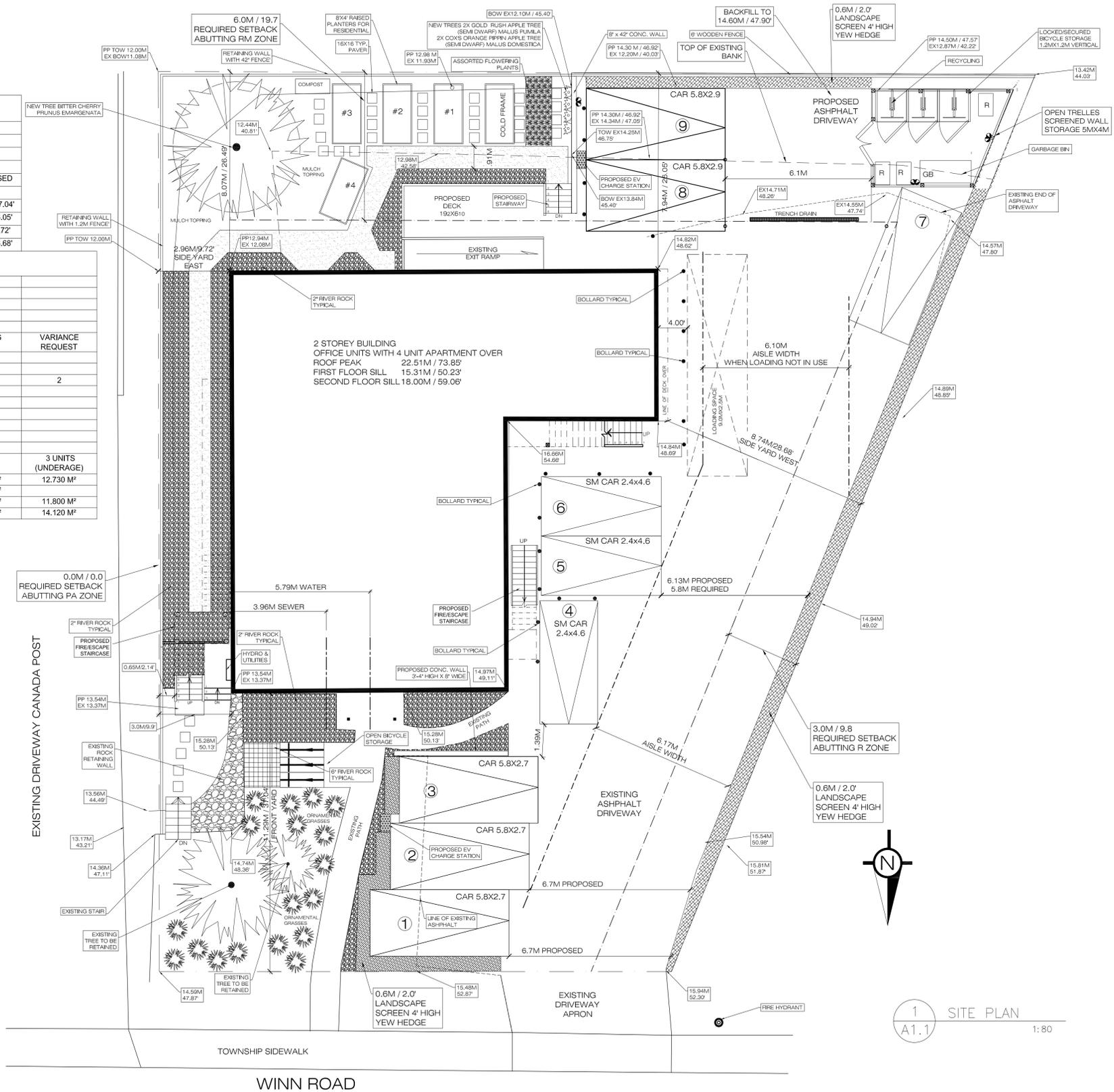
I have reviewed the report and support the recommendation(s).



Emanuel Machado
Chief Administrative Officer

SYNOPSIS			
LOT AREA	1056.34M ² / 11370.41F ²		
SITE COVERAGE	249.52M ² / 2685.86F ²		
GROSS FLOOR AREA	626.50M ² / 6743.60F ²		
YARD SETBACKS	PERMITTED	EXISTING	PROPOSED
FRONT YARD	0M / 0'	11.29M / 37.04'	11.29M / 37.04'
REAR YARD	6.0M / 19.70'	7.94M / 26.05'	7.94M / 26.05'
SIDE YARD EAST	0M / 0'	2.96M / 9.72'	2.96M / 9.72'
SIDE YARD WEST	3.00M / 9.80'	8.74M / 28.68'	8.74M / 28.68'

BUILDING AREA SUMMARY			
FLOOR AREA			
FIRST FLOOR	231.702M ² / 2494.02F ²		
SECOND FLOOR	199.795M ² / 2150.58F ²		
BASEMENT/UNDEVELOPED	195.00M ² / 2099.00F ²		
PARKING	REQUIRED	PROPOSED	EXISTING
OFFICE 1 PER 45.0M ² /484.0F ²	5		
APARTMENT 1.5 PER SUITE	6		
TOTAL SPACES	11	9	8
SMALL CAR	30%	.3(9) = 3	0
LOADING SPACE	1	1	0
BICYCLE CLASS 2 ENCLOSED	1	1	0
BICYCLE CLASS 2 OPEN	0	3	
PROPOSED SUITE SIZE	F ²	M ²	
MIN ALLOWABLE	55.000 M ²		3 UNITS (UNDERAGE)
UNIT 201	55.000 M ²	42.270 M ²	37.215 M ²
UNIT 202	55.000 M ²	58.810 M ²	60.120 M ²
UNIT 203	55.000 M ²	43.200 M ²	43.200 M ²
UNIT 204	55.000 M ²	40.880 M ²	40.880 M ²



NO.	DATE	DESCRIPTION
#1	10/27/20	PRELIMINARY
#2	02/11/20	PREL
#3	03/27/20	DVP
#4	04/15/20	DVP F&C

KEY
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 TOW - TOP OF WALL
 BOW - BOTTOM OF WALL
 SECURITY LIGHTING
 MOTION DETECTOR

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Orbis Architecture Inc.
 TEL / FAX: 604 986 7597
 4577 LIONS AVENUE
 NORTH VANCOUVER, BC
 V7R 3S7

PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

DRAWING TITLE
 SYNOPSIS,
 BUILDING AREA
 SUMMARY &
 SITE PLAN

PROJECT NO.

DRAWN BY

CHECKED

DATE:
 APRIL 16, 2020

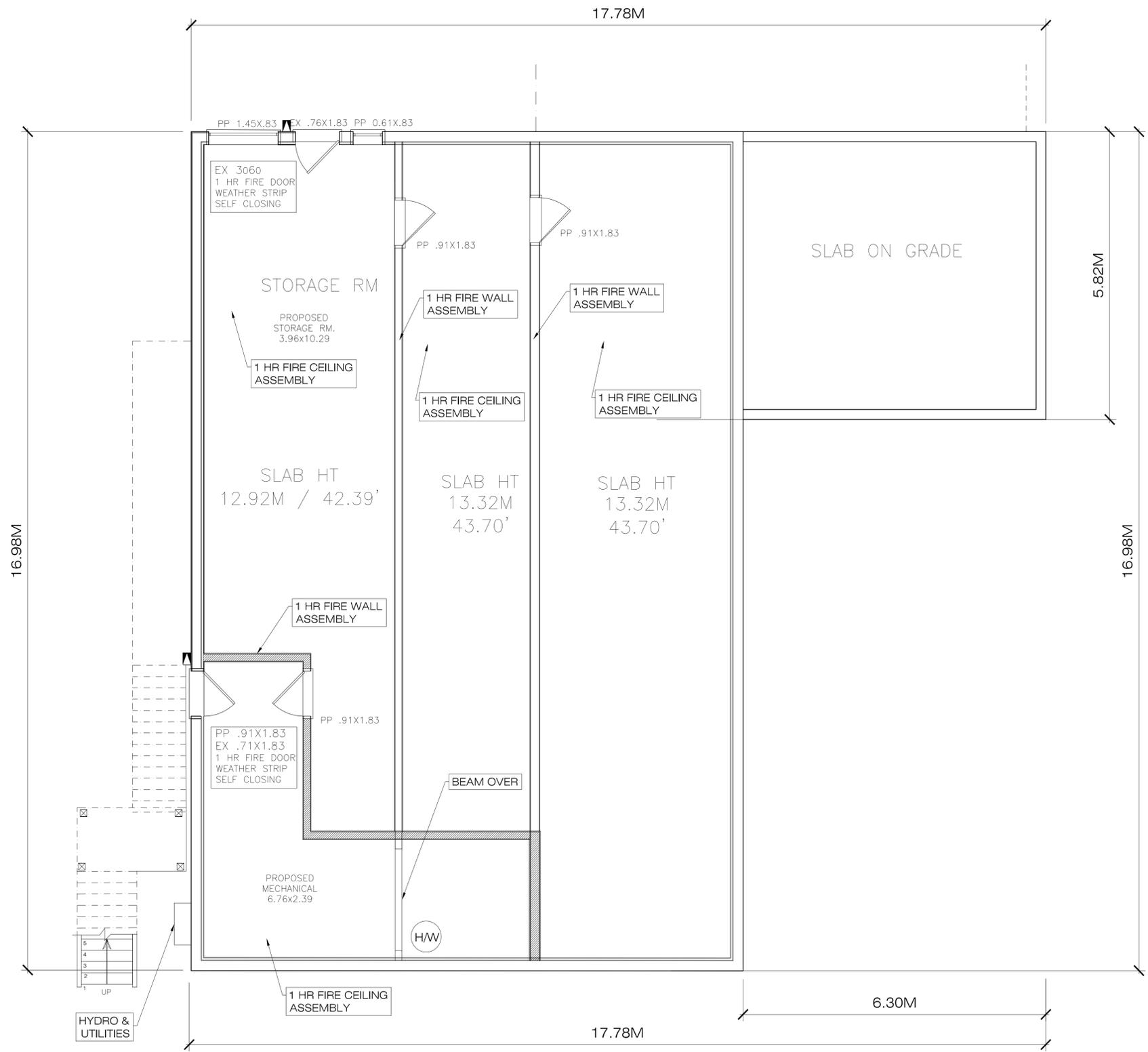
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DRAWING #:
 721WINN DVP F&C 041620

DRAWING OF
 DRAWING NO.

A1.1

1 SITE PLAN
 A1.1 1:80



REVISIONS NO.	DATE	DESCRIPTION
#1	02/16/20	PRELIMINARY
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PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

DRAWING TITLE
 BASEMENT PLAN

PROJECT NO.

DRAWN BY

CHECKED

DATE:
 APRIL 16, 2020

SCALE:
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DRAWING #:
 721WINN DVP F&C 041620

DRAWING OF
 DRAWING NO.

A2.1

1 BASEMENT PLAN
 A2.1 1:40

NO.	DATE	DESCRIPTION
#1	02/16/20	PRELIMINARY
#2	02/11/20	PIRB
#3	03/27/20	DVP
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PROJECT TITLE
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DRAWING TITLE
 BASEMENT PLAN

PROJECT NO.

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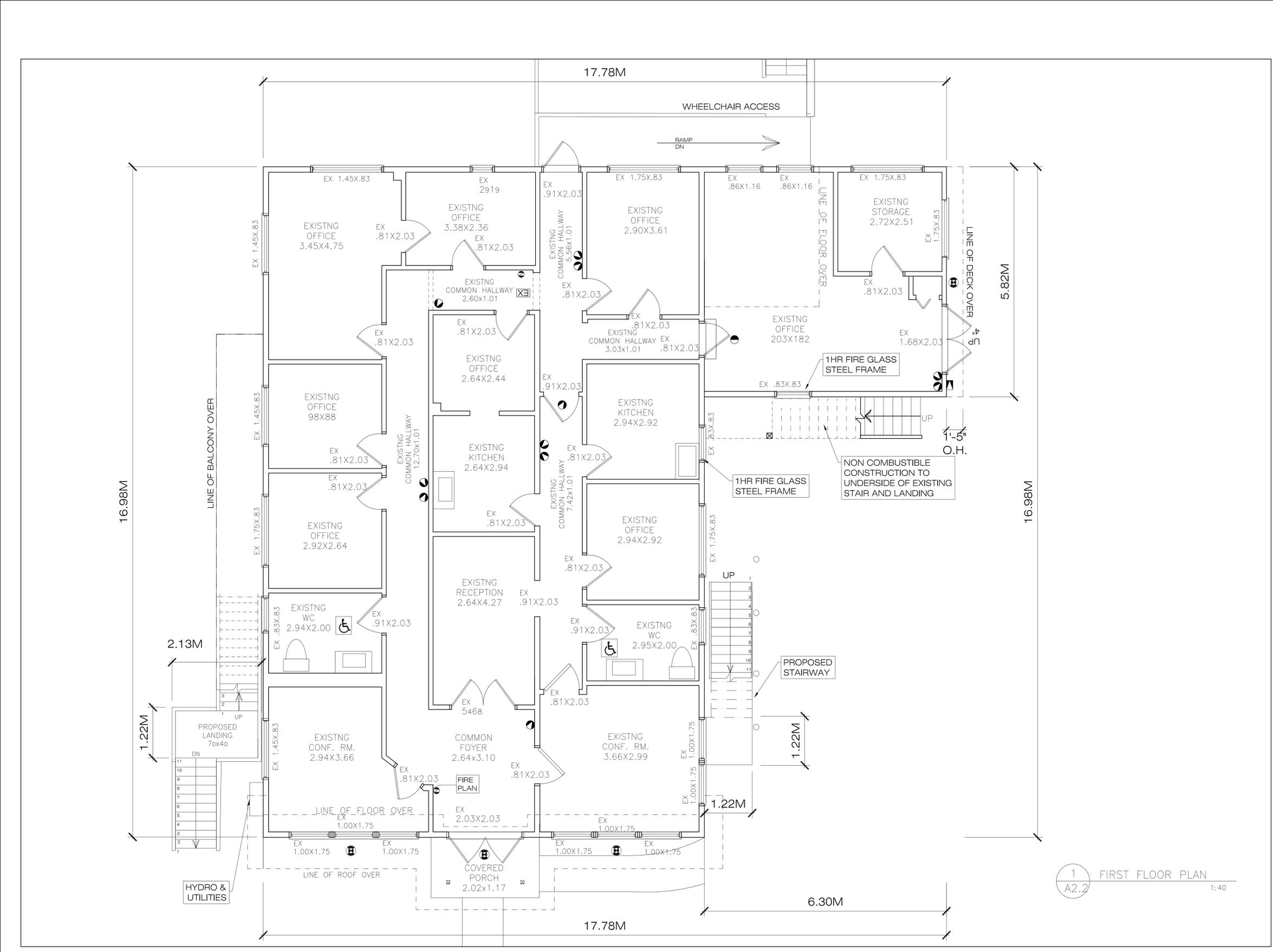
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DRAWING OF
 DRAWING NO.

A2.2



1
 A2.2 FIRST FLOOR PLAN 1:40

NO.	DATE	DESCRIPTION
#1	02/16/20	PRELIMINARY
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PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

DRAWING TITLE
 SECOND FLOOR PLAN

PROJECT NO.

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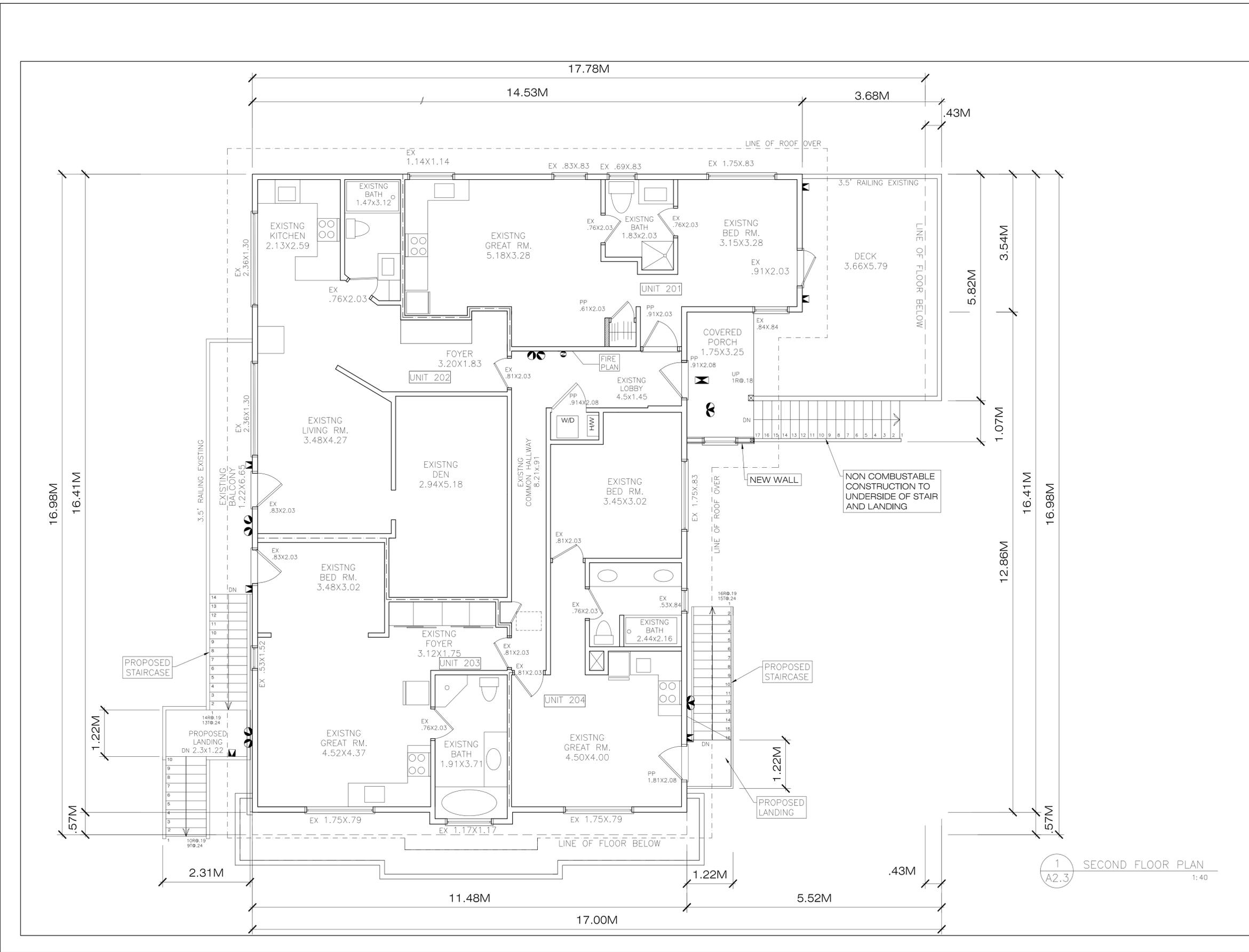
DATE:
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DRAWING OF
 DRAWING NO.

A2.3



1 SECOND FLOOR PLAN
 A2.3 1:40



MATERIALS TYPICAL TO ALL FACADES

CLADDING
 FIRST & SECOND FLOOR: HARDIEPLANK LAP SIDING, 'SELECT CEDARMILL', 6.25" (5" EXPOSURE)
 LOWER GROUND LEVEL: HARDIE VERTICAL SIDING (BOARD & BATTEN), 'SELECT CEDARMILL', 16" BATTEN SPACING

TRIM BOARDS
 OUTSIDE CORNERS (SIDE ONE): 3.5" X .75" 4/4 HARDIE TRIM 'RUSTIC GRAIN' (LAP SIDE ONE OVER SIDE TWO)
 OUTSIDE CORNERS (SIDE TWO): 2.5" X .75" 4/4 HARDIE BATTEN 'RUSTIC GRAIN'
 INSIDE CORNERS: .75" X .75" (.75" X 2.5" CUT DOWN) HARDIE TRIM 'RUSTIC GRAIN'
 BARGE BOARD (BOARD & BATTEN BASELINE): 1" X 5.5" 5/4 HARDIE TRIM 'RUSTIC GRAIN'
 LOWER HORIZONTAL MID-BAND: 7.25" X .75" 4/4 HARDIE TRIM 'RUSTIC GRAIN'
 UPPER HORIZONTAL MID-BAND: 5.5" X .75" 4/4 HARDIE TRIM 'RUSTIC GRAIN'
 UNDER SOFFIT HORIZONTAL BAND: 3.5" X .75" 4/4 HARDIE TRIM 'RUSTIC GRAIN'
 DOOR CASING MOULDING: 3.5" X .75" 4/4 HARDIE TRIM 'RUSTIC GRAIN'
 WINDOW CASING MOULDING: 2.5" X .75" 4/4 HARDIE TRIM 'RUSTIC BATTEN'

METAL ROOFING, SOFFITS & GUTTERS
 ROOFING: WESTFORM PROLOC 12" (WITHOUT STIFFENER RIBS)
 SOFFITS TYPICAL: WESTFORM HF 6" PRO BOARD PERFORATED
 SOFFITS AT NORTH ELEVATION FLAT ROOF: WESTFORM 4" PRO BOARD
 GUTTERS: MODERN PROFILE (NOT CLASSIC OGEE)

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PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

DRAWING TITLE
 ELEVATIONS
 NORTH AND EAST

PROJECT NO.

DRAWN BY

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DATE:
 APRIL 16, 2020

SCALE:

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DRAWING OF
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A3.1

CLADDING

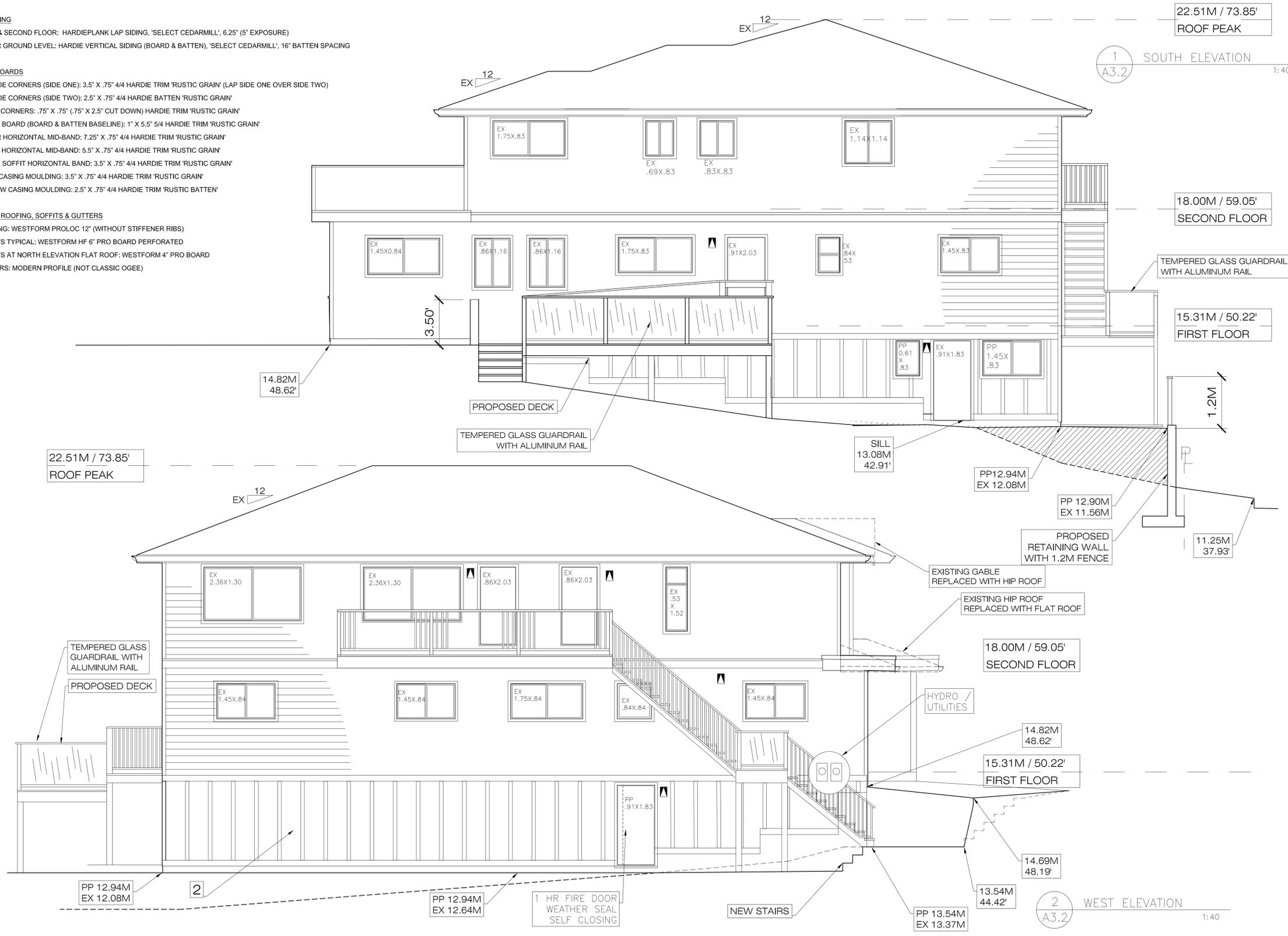
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PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

DRAWING TITLE
 ELEVATIONS
 NORTH AND EAST

PROJECT NO.

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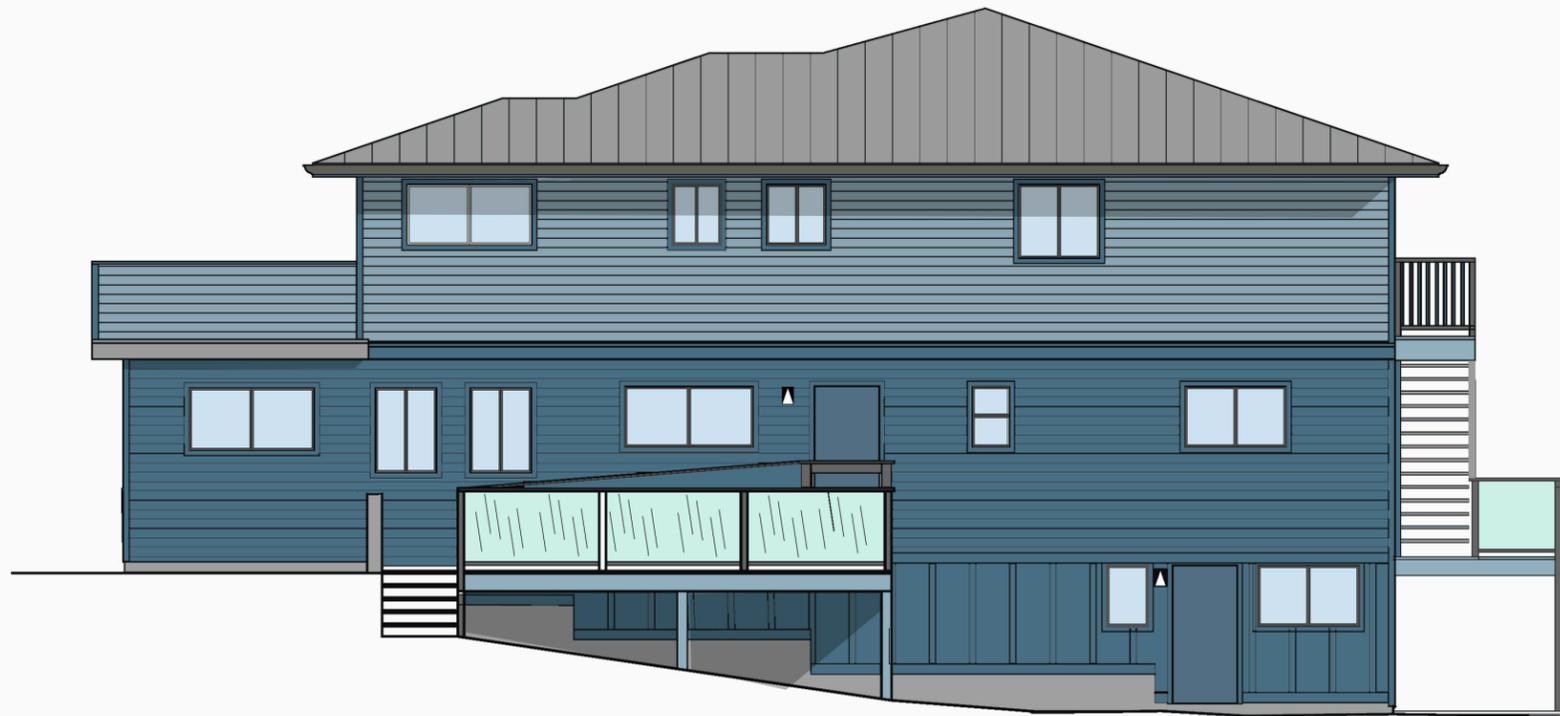
DATE:
 APRIL 16, 2020

SCALE:

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 721WINN DVP F&C 041620

DRAWING OF
 DRAWING NO.

A3.2



COLOURS

VERTICAL SIDING: HARDIE 'BLUE MOON'
 FIRST FLOOR LAP SIDING: HARDIE 'BLUE MOON'
 SECOND FLOOR LAP SIDING: HARDIE 'BLUE OVERALLS'
 SECOND FLOOR INSIDE CORNER LAP SIDING TRIM: HARDIE 'BLUE OVERALLS'
 FIRST FLOOR INSIDE CORNER LAP SIDING TRIM: HARDIE 'BLUE MOON'
 ALL REMAINING HARDIE TRIM: HARDIE 'BLUE MOON'

METAL ROOFING: WESTFORM 'REGENT GREY'
 FLAT ROOFS, BALCONY & LANDING WRAPS, DRIP & FASCIA FLASHINGS:
 GENTECK 'SLATE'
 TYPICAL SOFFITS: WESTFORM CAMBRIDGE WHITE
 SOFFITS AT NORTH ELEVATION FLAT ROOFS: WESTFORM 'ACORN' WOOD GRAIN
 DROP FLASHINGS: WESTFORM 'SLATE BLUE'

GUTTERS: GENTECK 'SLATE'
 DOWNSPOUTS: GENTECK 'COASTAL BLUE'

WOODEN DECK & RAMP: SIKKENS 'MINERAL GREY' OR EQUIV.
 WOODEN GARBAGE & RECYCLING ENCLOSURE: SIKKENS 'MINERAL GREY' OR EQUIV
 BALCONIES & LANDINGS DECKING VINYL: TUFDEK 'SUPREME GRAPHITE'
 WOODEN STAIR STRINGERS: BENJAMIN MOORE CC-782 'GEORGIAN BAY'
 UNDERSIDES OF STAIR STRINGERS (WHERE REQUIRED), BALCONY & LANDINGS:
 HARDIE 'BLUE MOON'
 RAILINGS & GUARDRAILS FOR APARTMENTS & SECOND FLOOR EXIT STAIRS:
 DARK GREY POWDER COATED ALUMINUM

ALL EXTERIOR ENTRY DOORS & JAMBS: BENJAMIN MOORE CC-782 'GEORGIAN BAY'
 NON-RATED REPLACEMENT WINDOWS: DARK GREY METAL FINISH
 RATED REPLACEMENT WINDOWS: DARK GREY METAL FINISH
 WINDOW & DOOR CASING MOULDINGS: HARDIE 'BLUE MOON'



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 V7R 3S7

PROJECT TITLE
 721 WINN ROAD
 TOWN OF GIBSONS

**DRAWING TITLE
 ELEVATION
 COLOURS**

PROJECT NO.

DRAWN BY

CHECKED

DATE:
 APRIL 15, 2020

SCALE:

DRAWING #:
 721WINN DVP F&C 041620

DRAWING OF
 DRAWING NO.

A4.1



DRAFT DEVELOPMENT PERMIT

NO. DP- 2020-09

TO: **Blake Macleod**

ADDRESS: [REDACTED]
(Permittee)

- 1) This Development Permit is issued subject to compliance with all of the Bylaws of the Town of Gibsons applicable thereto, except those specifically varied or supplemented by this Permit.
- 2) The Development Permit applies to those "lands" within the Town of Gibsons described below:
Parcel Identifier: 009-205-110
Legal Description: LOT 3, EXCEPT THOSE PORTIONS IN PLANS 11040 AND 13288, DISTRICT LOT 685 PLAN 4060
Civic Address: 721 WINN ROAD
- 3) The lands are within Development Permit Area No. X for form and character.
- 4) The "lands" described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit, and any plans and specifications attached to this Permit which shall form a part thereof.
- 5) The building form and character is required to conform to the following plans:
 - *Development Plans titled: Synopsis, Building Area Summary and Site Plan, dated April 16, 2020*
- 6) In conjunction with the plans outlined under 5, the following further specifications apply:
 - *< list conditions or last minute changes approved for the permit >*
- 7) This Development Permit applies to the form and character on the site. For details shown in off-site areas the plans may be subject to change following the provisions of a Servicing Agreement.
- 8) Minor changes to the aforesaid drawings that do not affect the intent of this Development Permit or the general appearance of the buildings and character of the development may be permitted, subject to the approval of the Director of Planning.
- 9) If the Permittee does not commence the development permitted by this Permit within twenty four months of the date of this Permit, this Permit shall lapse.
- 10) This Permit is NOT a Building Permit.
- 11) As a condition of the issuance of the Building Permit, Council requires that the Permittee provide security for the value of \$ **XX,XXX** to ensure that the on-site landscaping component

of the development is carried out in accordance with the terms and conditions set out in this permit.

- (a) The condition of the posting of the security is that, should the Permittee fail to carry out the development hereby authorized according to the terms and conditions of this Development Permit within the time provided, the Town may carry out the development or any part of it by its servants, agents or contractors and deduct from the security all costs of so doing, it being understood that the surplus, if any, shall be paid over to the Permittee.
- (b) If on the other hand, the Permittee carries out the landscaping component of the development permitted by this Development Permit within the time set out herein, the security shall be returned to the Permittee.
- (c) Prior to issuance of a Building Permit, the Permittee is to file with the Town an irrevocable Letter of Credit or Certified Cheque as security for the installation of hard and soft landscaping in accordance with approved plans, such Letter of Credit to be submitted to the Town at the time of the Building Permit application.
- (d) The Permittee shall complete the landscaping works required by this permit within six (6) months of issuance of the Building Permit.
- (e) If the landscaping is not approved within this six (6) month period, the Town has the option of continuing to renew the security until the required landscaping is completed or has the option of drawing the security and using the funds to complete the required landscaping. In such a case, the Town or its agents have the irrevocable right to enter into the property to undertake the required landscaping for which the security was submitted.
- (f) Upon completion of the landscaping, a holdback of 10% of the original security, plus any deficiencies, will be retained for a 1-year period, to be returned upon written final approval from the Landscape Architect.
- (g) The following standards for landscaping are set:
 - (i) All landscaping works and planters and planting materials shall be provided in accordance with the landscaping as specified on the Site Plan and Landscaping Plan which forms part of this Permit.
 - (ii) All planting materials that have not survived within one year of planting shall be replaced at the expense of the Permittee.

AUTHORIZING RESOLUTION PASSED BY COUNCIL

THIS THE XX DAY OF <month>, 201X.

ISSUED THIS ____ DAY OF _____, 201X.

Mayor

Corporate Officer