



DEVELOPMENT PERMIT

No. DP- 2022-06

TO: **Shazach Holdings Inc.**

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 land within the Town of Gibsons described below:

Parcel Identifier: 002-707-462

Legal Description: Amended Lot M, See 291384L District Lot 688 Plan 7945

Civic Address: 826 Gibsons Way

(the "Lands")
- 3) The Lands are within a Development Permit Area of the Town of Gibsons Official Community Plan (Bylaw 985, 2005). This permit applies to:
 - Development Permit Area No. 9 (Gibsons Aquifer) for the purpose of protection of the Gibsons Aquifer.
- 4) The Lands shall be developed only in strict accordance with the terms and conditions and provisions of this Permit, including as outlined in the following report, which is attached to and forms part of this Permit:
 - Memo. 1 - Development Permit Area 9 Review, by Emir Hot of Arya Engineering Inc., dated 03/01/22.
- 5) Minor changes to the aforesaid drawings that do not affect the intent of this Development Permit are permitted only with the approval of the Director of Planning.
- 6) This Permit is issued pursuant to the requirements of the Environmental Management Act, whereby the applicant has completed a "Site Disclosure Statement" for the property.
- 7) 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.

- 8) This Permit is NOT a Building Permit.

ISSUED THIS 3rd DAY OF MARCH, 2022.

A handwritten signature in black ink, appearing to be 'LAS' with a stylized flourish.

Lesley-Anne Staats, MCIP, RPP
Director of Planning

Copy of permit to Arya Engineering Inc.



Memorandum

File No.:	21-561-SC	Date:	March 1, 2022
To:	[REDACTED]		
Email:	[REDACTED]	Phone:	[REDACTED]
From:	Emir Hot, P.Eng;	CC:	
Subject:	Memo. 1 – Development Permit Area 9 Review – Gibsons Aquifer 826 Gibsons Way, Gibsons, British Columbia		

1.0 INTRODUCTION

Arya Engineering Inc. presents the following document summarizing an assessment conducted to evaluate the anticipated impact of the proposed development of 826 Gibsons Way, on an underlying aquifer (Gibsons Aquifer). Based on conversations with the Client and review of preliminary project architectural plans developed by Mobius Architecture and provided by the Client, titled, “826 Gibsons Way”, and dated November 16, 2021, it is our understanding that the proposed work at this time will consist of demolition and removal of the existing structures and subsequent new site development consisting of multi-use commercial and residential space. At this time the proposed development is expected to consist of a new building structure with ground level commercial works, five levels of residential apartments (80-90 independent living units anticipated), and two levels of underground parking.

We understand that development permit area (DPA) criteria for DPA 9 – Gibsons Aquifer (Gibsons Well Head Protection Area) need to be addressed as outlined in the Town of Gibsons’ Official Community Plan (OCP), adopted in March 2015. The intent of this memorandum is to provide commentary in support of development permit application approval with respect to DPA 9, for the proposed multi-use residential/commercial development. The study area herein for this report consists of the subject property itself. Site investigations have not been carried out at the time of drafting of this memorandum.

2.0 AQUIFER/AQUITARD CHARACTERISTICS AT SUBJECT SITE

An aquifer mapping study prepared for the Town of Gibsons by Waterline Resources Inc. (Waterline 2013) was reviewed as part of this assessment memorandum. Waterline 2013 was completed to evaluate aquifer boundaries, hydraulic properties, and recharge/discharge properties of the Gibsons Aquifer. The report includes a schematic geologic cross section through the Gibsons Aquifer, extending from Upper Gibsons to the oceanic waters of Howe Sound through the Lower Gibsons Subarea. This is shown in Image 1 herein.

West of the subject site, the Waterline 2013 geologic cross section is located approximately 960 m from the subject property, near Payne Road and Gibsons Way. At this location (closest point of the cross section from the site), the aquitard contact is expected to be between 5 m and 10 m below grade. Capilano



Sediments are expected to comprise the overburden materials and an approximate aquitard (Vashon Drift deposits) thickness of 58 m is anticipated. The anticipated stratigraphic profile along the cross-section, as extended through the Town of Gibsons can be seen in Image 2 herein. Based on LiDAR data accessed via the Sunshine Coast Regional District (SCRD) property viewer application, the elevation of the subject site at this point is within approximately 10 m of the aquifer cross section at its nearest point. Thus, relatively consistent aquifer properties are expected at the site. The report suggests that the aquitard generally decreases slightly in thickness to the south, with more a substantial decrease in thickness noted in the Lower Gibsons Area.

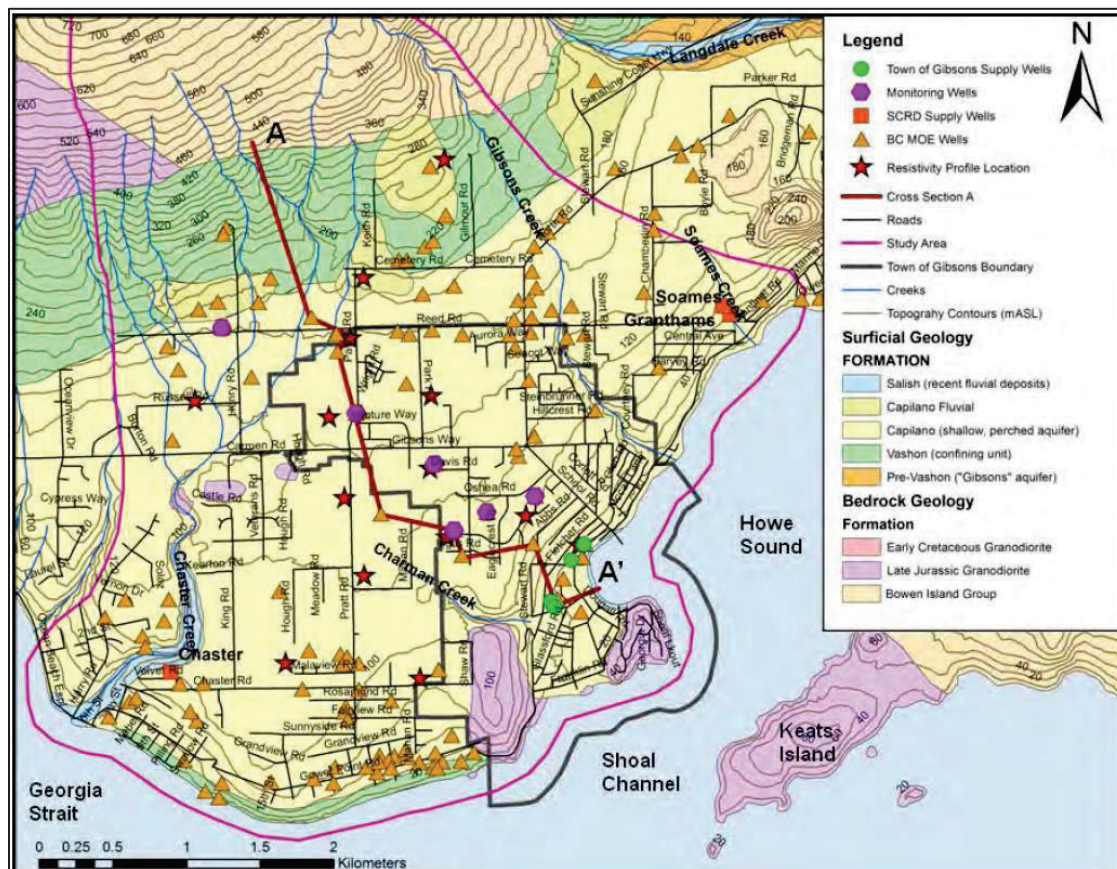


Image 1: Geological Cross Section Trace (Waterline, 2013)

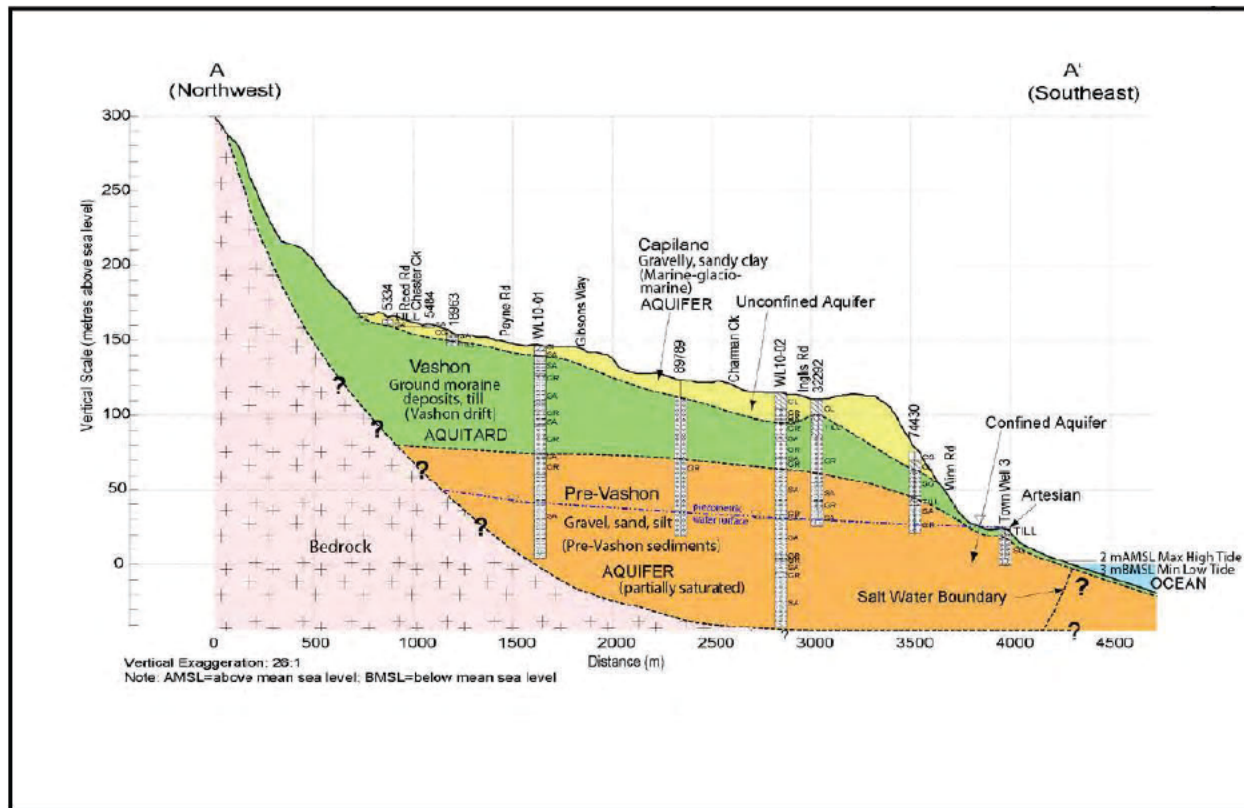


Image 2: Schematic Geological Cross Section through the Gibsons Aquifer (Waterline, 2013)

Published well log data (sourced from iMap BC) was also reviewed to evaluate surficial geology and groundwater conditions for historic wells in the general vicinity of the subject site. Well log data for three water wells was referenced within 300 m of the subject site. The two nearest water wells (Well Tag Numbers: 74695 and 74055) were located south-southeast of the subject site, and within 150 m of the property. A third well (Well Tag Number: 5393) located approximately 300 m northeast and upslope of the site was also referenced. Well log data for the reviewed wells can be seen in Table 1 herein.

Table 1 – Coordinates and Well Tag Numbers of Local Wells nearest to Site

Well Tag Number	Latitude	Longitude
74695	49.40665	-123.5144
74055	49.406202	-123.514172
5393	49.410847	-123.51342

Based on a review of the record information available for the two nearest water wells outlined in Table 1 and located south – southeast of the site, the upper contact of the underlying aquitard is expected at a minimum depth ranging from 3.5 m to 7 m below existing ground surface. In these wells, bedrock was encountered at an approximate depth ranging from 12 m to 20 m below grade. Permanent groundwater and water bearing soils coinciding with the Gibsons Aquifer were not encountered. For the well located



northeast of the site (5393), a final well depth of 7.5 m below existing site grade was drilled. No water bearing soils were noted.

Based on Arya's project experience and previous subsurface exploration in the vicinity of the subject site (within 650 m of the site on project), excavation on the order of 1.0 m to 2.0 m is expected to uncover compact to dense, silty sand that comprises the upper contact of the glacial till/basal aquitard. The overlying Capilano Sediments are expected to consist of medium brown to brownish grey sand with trace to some silt and trace to some gravel and cobbles. No indications of the underlying aquifer were noted during previous excavation works that have extended to depths of approximately 5.0 m below grade.

3.0 DEVELOPMENT IMPACT ON GIBSONS AQUIFER AND RECOMMENDATIONS

Per Waterline 2013, three primary recharge mechanisms are recognized for the Gibsons Aquifer. These include mountain block recharge (recharge movement through bedrock fractures suspected near the base of Mt. Elphinstone), creek recharge (recharge through creek beds that may be connected to the underlying aquifer where the aquitard cover is thin or has been eroded away), and recharge windows through Capilano Alluvium. Anticipated recharge windows are expected to be located to the north of Upper Gibsons and near the base of Mt. Elphinstone, in areas where erosion of the Basal Capilano/Vashon Till cover has resulted in a direct pathway for recharge to enter the Gibsons Aquifer. Waterline 2013 suggests that those areas of primary interest include the northern extents of Upper Gibsons to the peak of Mt. Elphinstone (mountain recharge), 150 m within creek corridors (creek recharge), and across Upper Gibsons to the base of Mt. Elphinstone (Capilano Sediment recharge windows).

Based on the information reviewed as part of this memorandum, no evident recharge windows are expected in the vicinity of the property and the nearest creek tributary (Chaster Creek Tributary) is located in excess of 350 m from the site. Thus, the proposed development of the subject site is not expected to impact the recharge properties of the underlying aquifer.

The subject site is zoned within the Upper Gibsons Commercial District (C-1). Based on conversations with the Client, it is our understanding that the site poses no contamination risk, and thus commentary with respect to contamination potential is outside the scope of services provided by Arya as noted herein. Our office is available to review and provide commentary and recommendations pertaining to contamination potential as needed. It is recommended that WorkSafe BC Occupational Health and Safety Guidelines be referenced and adhered to during construction, and that the Environmental Management Act – Contaminated Sites Regulation, be considered and adhered to in continued site development.

As the proposed work at this time is expected to include two levels of underground parking, maximum excavation on the order of 6.0 m below existing site grade is expected to be sufficient to accommodate the intended work. Based on the resources reviewed by Arya as noted herein, including but not limited to the Waterline report and geologic cross section properties of the aquifer, historic well log data, existing project plans and our previous subsurface exploration experience in the area, the incorporation of two levels of below ground parking areas is not expected to impact the underlying aquifer from a geotechnical



perspective. To corroborate the commentary herein and the anticipated subsurface soil and groundwater conditions, and to comprehensively assess the geotechnical condition of the site, it is recommended that a detailed geotechnical site assessment is conducted prior to the onset of construction. Our office is viable to conduct this work upon request.



CLOSURE AND LIMITATIONS

In consideration of the aforesaid observations and findings based on the information reviewed as part of this memorandum, the proposed work is not expected to appreciably impact the underlying Gibsons Aquifer. For the commentary in this memorandum to be considered accurate, our office must be contacted to confirm accuracy of the assumptions presented herein through a detailed geotechnical site assessment.

This memorandum has been prepared for the exclusive use of Shazach Holdings Inc. for the development activities proposed on the subject site at the time this document was drafted. The recommendations provided in this document reflect Arya's best judgment based on the information available to Arya at the time of preparation of this document.

This document remains the property of Arya Engineering Inc., and Arya does not accept damages caused by the unauthorized third-party use of the information contained herein. The information in this assessment can be considered valid for a period of 2 years, after which this office should be retained to review site conditions and verify the adequacy of the information contained herein. This assessment was conducted in accordance with current geotechnical engineering practice and principles. We trust that the observations and recommendations presented herein meet the current development requirements. Should any questions or concerns arise, please do not hesitate to contact our office.

Sincerely,
Arya Engineering Inc.



2022.03.01

Emir Hot, P.Eng.
Geotechnical Project Engineer

Attachment: Terms and Conditions

Benjamin Tomasz, P.Eng.
Principal | Senior Geotechnical Engineer



TERMS AND CONDITIONS OF ENGAGEMENT

1. **GENERAL:** Arya Engineering Inc. (ARYA) shall render the Services, as specified in the attached Scope of Services, to the Client for the Project in accordance with the following terms and conditions of engagement and related articles. ARYA may, at its discretion and at any stage, engage sub-consultants to perform any part or all of the Services.
2. **DEFINITIONS:**
 - a. Agreement – is this Prime Agreement for professional Services.
 - b. Consultant – shall mean professionals and other specialists other than ARYA or its officers, employees and agents engaged by the Client directly.
 - c. Contractor – is the party contracting with the Client for the provision of labour, materials and equipment for the execution and quality control of the Work.
 - d. Contract – is the agreement between the Client and the Contractor for the provision of labour, materials and equipment for the execution of the Work by the Contractor.
 - e. Contract Documents – shall comprise all documents relating to the Project issued by or through ARYA, including the plans, drawing, specifications and schedules, and all variations and modifications thereto approved by ARYA.
 - f. Field Services – shall mean applying such selective sampling and inspection procedures at the project site during construction as ARYA, and at ARYA's professional discretion, considers necessary to enable ARYA to ascertain whether the Contractor is carrying out the Work in general conformity with the design concept for the Project.
 - g. Project – shall refer to the project described in the recital clauses to this Agreement.
 - h. Services – shall mean ARYA's duties and responsibilities to the Client as set forth in the attached Scope of Services and Authorization to Proceed.
 - i. Sub-Consultant – shall mean any registered professional engineers or other specialists engaged by ARYA in connection with the Project.
 - j. Work – is the totality of all labour, materials and equipment used or incorporated into the Project by the Contractor pursuant to the Contract Documents.
3. **REPRESENTATIVES:** Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.
4. **AUTHORIZATION TO PROCEED:** Verbal authorization by the Client, either in person or over the telephone, or by written instructions will serve as authorization for ARYA to proceed with the services called for in this services agreement and those delineated in related correspondence between ARYA and Client. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between ARYA and Client. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and ARYA.
5. **EXTENT OF AGREEMENT:** Work beyond the Scope of Services or redoing any part of the Project through no fault of ARYA, shall constitute extra Work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by ARYA at the commencement of this Agreement, ARYA shall notify the Client either verbally or in writing of the newly discovered conditions or circumstances, and the Client and ARYA shall renegotiate, in good faith, the terms and conditions of this Agreement.
6. **COMPENSATION:** Charges for the Services rendered will be made in accordance with ARYA's Schedule of Fees and Disbursements in effect from time the services are rendered. ARYA's Schedule of Fees and Disbursements are included in ARYA's budget estimate. All charges will be payable in Canadian Dollars. ARYA shall invoice the Client for the services performed under this Agreement and shall provide a summary of costs upon request. The Client shall pay such invoice upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 percent per month (18% per annum) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless the Client notifies ARYA in writing within fourteen (14) days of receipt. Overdue accounts over ninety (90) days will be forwarded to a collections agency. The Client and ARYA expressly agree that ARYA's fee shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project as described in the Contract Documents. The Client and ARYA further expressly agree that payment of the ARYA's fee by the Client pursuant to this Agreement shall be a condition precedent to the Client's use of the Contract Documents and models for the execution of the Work.
7. **PROBABLE COSTS:** ARYA does not guarantee the accuracy of probable costs for providing Engineering Services. Such probable costs represent only ARYA as a professional and are supplied only for the general guidance of the Client. The parties expressly acknowledge and agree that the cost of the Services and contract time estimates provided by ARYA to the Client under this Agreement are subject to change and are contingent upon factors over which ARYA has no control. ARYA does not guarantee the accuracy of such estimates.



TERMS AND CONDITIONS OF ENGAGEMENT

8. **STANDARD OF CARE:** ARYA shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the Services are performed. This Agreement neither makes nor intends a warranty or guarantee, either expressed or implied.
9. **INDEMNITY:** Client waives any claim against ARYA, its officers, employees and agents and agrees to defend, indemnify, protect and hold harmless ARYA and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to, delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any nature, which may arise directly or indirectly, to any party, as a result of the services provided by ARYA under this Agreement, unless such injury or loss is caused by the sole negligence of ARYA.
10. **INSURANCE, LIMITATION OF LIABILITY:** The Client agrees to limit ARYA and its officers, employees, and agents liability due to professional negligence and to any liability arising out of or relating to this Agreement to fifty thousand dollars (\$50,000) or the amount of ARYA's fee, whichever is less. This limit applies to all services on the project, whether provided under this or subsequent agreements, unless modified in writing, agreed to, and signed by authorized representatives of the parties. No claims may be brought against ARYA in contract or tort more than two (2) years after Services were completed or terminated under this engagement. If for any reason such insurance shall not be available or shall not apply to any claim made by the Client against ARYA in respect of the Services, then the liability of ARYA to the Client under this Agreement shall be absolutely limited to the amount of any professional liability available at the time such claims are made. In this case, any liability arising out of or relating to this Agreement will also be limited to fifty thousand dollars (\$50,000), or the amount of ARYA's fee, whichever is less. Note: ARYA will not be responsible for water ingress related problems as ARYA's insurance policy contains an Absolute Water Ingress Exclusion. For special projects, higher liability limits are available from our underwriter for an additional fee. ARYA warrants it is protected by WorkSafe BC Insurance, General Liability Insurance, Professional Errors and Omissions Insurance, and Automobile Liability Insurance. Certificates for such policies of insurance shall be provided to the Client upon request.
11. **RESPONSIBILITY:** ARYA is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of ARYA, nor is ARYA responsible for their acts or omissions or for any damages resulting there from. ARYA shall not be responsible for the following:
 - a. The failure of a Contractor, retained by the Client, to perform the Work required for the Project in accordance with the applicable Contract Documents;
 - b. The design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
 - c. Any cross-contamination resulting from subsurface investigations;
 - d. Any damage to subsurface structures and utilities which were identified and located by the Client;
 - e. Any Project decisions made by the Client if the decisions were made without consultation of ARYA or contrary to or inconsistent with ARYA's recommendations;
 - f. Any consequential loss, injury, or damages suffered by the Client, including but not limited to, loss of use, earnings, and business interruption; and,
 - g. The unauthorized distribution of any document or report prepared by or on behalf of ARYA for the exclusive use of the Client.
12. **CLIENT'S RESPONSIBILITIES:**
 - a. Make available to ARYA all relevant information or data pertinent to the project which is required by ARYA, and instruct ARYA fully in writing as to the Client's total requirements in connection with the Project. ARYA shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or through the Client, including information and data originating with Consultants, whether such Consultants are engaged at the request of ARYA or otherwise. Where such information or data originates either with the Client or with Consultants, then ARYA shall not be responsible to the Client for the consequences of any error or omission contained therein or arising from ARYA's use of this data;
 - b. When required by ARYA, to engage Consultants directly to perform services necessary to enable ARYA to carry out its duties and responsibilities. Such Consultants engaged by the Client shall be subject to the joint approval of the Client and ARYA;
 - c. Authorize ARYA to act as the Client's for such purposes as are necessary to ARYA's rendering of its Services pursuant to this Agreement;
 - d. Give prompt consideration to all sketches, drawing, specifications, tenders, proposals, contracts and other documents relating to the Project laid before the Client by ARYA, and whenever prompt action is necessary inform ARYA of the Client's decisions in such reasonable time so as not to delay the Services of ARYA, or to prevent ARYA from forwarding drawings or instructions to the Contractor or the Consultants or to Sub-Consultants in good time;
 - e. Pay ARYA's fee and reimbursable expenses as provided for in this Agreement;



TERMS AND CONDITIONS OF ENGAGEMENT

- f. Provide necessary advertising incidental to obtaining tenders, and provide or reimburse ARYA for obtaining necessary legal, accounting and insurance counseling services;
 - g. Arrange and make provision for ARYA's entry and ready access to property (public and private) as well as to the Project site, as necessary to enable ARYA to perform its Services;
 - h. Give prompt written notice to ARYA whenever the Client or the Client's representative becomes aware of any defects or deficiencies in the Work or in the Contract Documents; and,
 - i. Obtain required approvals, licences and permits from municipal, governmental or other authorities having jurisdiction over the Project so as not to delay ARYA in the performance of Services. The Client expressly undertakes not to enter into contracts in connection with the Project which describe duties and responsibilities of ARYA which are inconsistent with the duties and responsibilities of ARYA provided for in this Agreement without obtaining ARYA's prior written agreement thereto.
13. **EXCLUSIVE USE:** Services provided under this Agreement, including all reports, drawings, plans, models, specifications and other documents, information or recommendations prepared or issued by ARYA, are instruments of service for the execution of the Project. ARYA retains the property and copyright in these documents, whether the Project is executed or not. No other use of these documents is authorized under this Agreement without the prior written agreement and remuneration of ARYA.
14. **SAMPLES:** All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed to in writing. If appropriate, ARYA shall preserve samples obtained for the project for not longer than thirty (30) days after the issuance of any document that includes the data obtained from those samples.
15. **ENVIRONMENTAL:** ARYA's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of air, soil and/or groundwater, unless otherwise specifically listed in the attached Scope of Services. ARYA will co-operate with the Client's environmental consultant during field work phase of the investigation is requested.
16. **FIELD SERVICES:** Where applicable, Field Services recommended for the Project are the minimum necessary, at the sole discretion of ARYA, to review whether the Work of a Contractor retained by the client is being carried out in general compliance with the intent of the Services and in compliance to information and recommendations presented in all reports, drawings, plans, models, specifications and other documents provided in the deliverables prepared by ARYA in fulfillment of the Scope of Services. It is understood and agreed by the Client that the performance of the Contract is not ARYA's responsibility, nor are Field Services rendered for the Contractor's benefit. The Contractor alone is responsible for the quality control of the Work. Any reduction from the level of services recommended will result in ARYA not providing qualified certifications for the Work. ARYA shall issue certifications only where Field Services have been performed by ARYA.
17. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice to the other. Upon the receipt of such written notice from the Client to ARYA, ARYA shall perform no further Services other than those reasonably necessary. In the event of a termination, the Client shall pay for all charges for services performed and demobilization by ARYA, in addition to reasonable termination expenses incurred to the date of notice of Termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any Termination of this Agreement.
18. **DISPUTE RESOLUTION:** If requested in writing by either the Client or ARYA, the Client and ARYA shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured, non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed jointly by the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of British Columbia or by an arbitrator appointed by agreement of the parties or by reference to a Judge of the Supreme Court of British Columbia. No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Client or ARYA. The award of the arbitrator shall be final and binding upon the parties.
19. **GOVERNING LAW:** This Agreement is governed by the law British Columbia, and any litigation shall be brought and tried in, the judicial jurisdiction of the ARYA office that entered this Agreement, as stated herein.
20. **NON-SOLICITATION:** The Client agrees they shall not recruit for employment or hire any ARYA employees who provide services pursuant to this Agreement during the term of this Agreement and for a period of one (1) year following its termination.