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**FROM:** BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

**FILE NO:** 5330-20\_ONNI

**SUBJECT: REQUEST TO OPEN FLORENCIA DRIVE AND RE-COMMISSIONING  
MUNICIPAL SERVICES TO SIGNATURE CIRCLE; ONNI GROUP**

**REPORT NO:** 21-48

**ATTACHMENTS:** APPENDIX A – LETTER FROM ONNI GROUP MARCH 25, 2021  
APPENDIX B – RESTRICTIVE COVENANT FB148264

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**RECOMMENDATIONS:**

1. **THAT** Council direct staff to work with the District Engineers to prepare a report on the cost and timing of providing the requested flushing, testing and re-commissioning of water, hydrant and sewer services for the Signature Circle subdivision, and any changes necessary to current work plans or budget necessary to accommodate the request;
2. **THAT** Council direct staff to seek advice from the Municipal Solicitors on the status of the restriction of opening Florencia Drive provided under covenant FB148264; and,
3. **THAT** Council direct staff to continue discussions with the Ministry of Transportation and Infrastructure to understand the Ministry's requirements for ensuring traffic safety at the intersection of Florencia Drive and Peninsula Road.

**PURPOSE:**

The purpose of this report is to provide information on a request from the Onni Group to recommission the site services to the Signature Circle bare land strata subdivision, including the municipal portions of sewer and water infrastructure in the vicinity and full road access and street lights along Florencia Drive. The request from the Onni Group is to have these services functioning by September 1, 2021, to facilitate the marketing and sale of the Signature Circle lots (see **Appendix 'A'**).

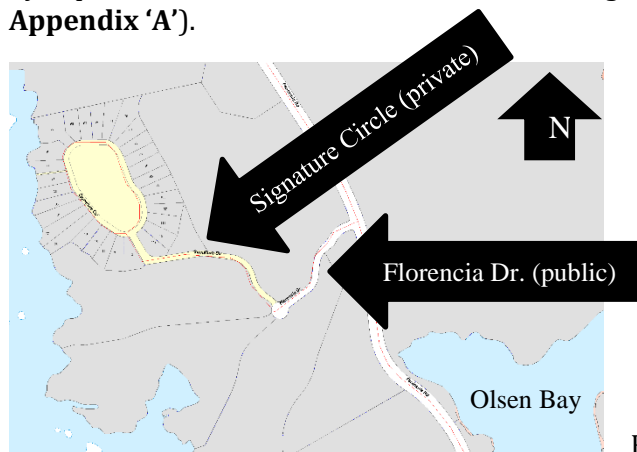


Figure 1 – Location

**BACKGROUND:**

In July of 2012, the District accepted the municipal water and sewer infrastructure which was installed to serve the Signature Circle bare land strata subdivision (including potential irrigation connections for the adjacent proposed golf course). With the Wyndansea development stalled, the water was shut off and the lines were drained. The sewer pumps in the Olsen Bay pump station were also removed from the lift station sump to protect the infrastructure while it lay dormant. The public Florencia Road has been closed to vehicular access near the intersection with Peninsula Road. With no active development in the area and no vehicle access, the street lights installed along the public Florencia Drive have not been activated.

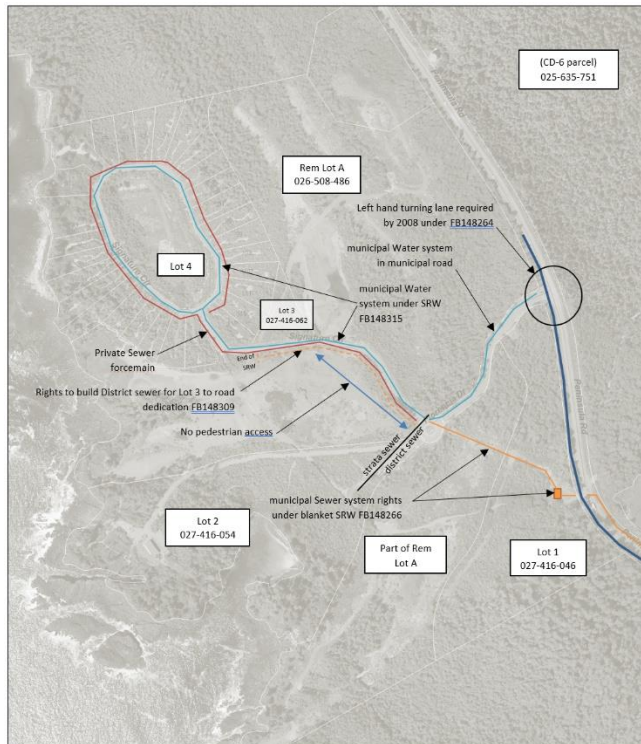


Figure 2 – Parcels and Services

Since late 2020, staff have been in discussion with the Onni Group, answering questions regarding the steps necessary to re-instate the services to Signature Circle. On March 25, 2021, the Onni Group submitted a formal request to activate the services and open Florencia Drive.

**DISCUSSION:**

The Signature Circle bare land strata subdivision was approved and registered with the Land Title Office (strata plan VIS6504) in February of 2008. The individual lots have separate title; the Onni Group is the owner of 29 of the 30 Signature Circle lots.

A municipal water main runs the length of Florencia Drive and extends under the private access road and around the Signature Circle loop. A private sewer forcemain collects waste from the Signature Circle lots, runs along the private road and connects to the public sewer at the traffic circle at the western end of Florencia Drive. The municipal sewer extends from that point to the municipal Olsen Bay pump station (see Figure 2).

The municipal services were installed and accepted by the municipality in 2012. Water and sewer services should therefore be re-instated as requested; staff recommend the budget and time requirements should be identified to deliver these services within a reasonable timeframe.

Improvements to the intersection of Florencia Drive and Peninsula Road were to have been completed by the former developer by 2008, and a restrictive covenant registered on the title of all of the Wyndansea lands (including all of the Signature Circle bare land strata lots) appears to provide the District the ability to restrict access until the intersection works are completed (see **Appendix "B"**). With the request to open the area to access and vehicular traffic, staff recommend that the status of this covenant and the road safety improvements be revisited with the municipal solicitors and the Ministry of Transportation and Infrastructure.

With the opening of Florencia Drive, public vehicle access would now extend to the traffic circle. Florencia Drive is not constructed to accommodate on-street or shoulder parking. Land beyond the traffic circle is private, and presumably the owner will restrict public access and parking on their lands. Given that many members of the public have casually accessed the lands in this area for many years, staff have recommended that the Onni Group consider communicating what their intent is for restricting, redirecting or accommodating public access in the area.

Staff have recommended to the Onni Group that the District policies and Master Development Agreement aim at comprehensively planning the development of these lands, and the further sale and development of the Signature Circle lots is short-sighted. The Signature Circle subdivision was approved in the context of a surrounding golf course and hotel, and the development at the time was to provide public amenities - including public access to the shoreline which has not been delivered.

While the request to recommission the previously-accepted services is warranted, it is concerning that all loose ends of the subdivision have not yet been addressed by the owner, nor has Signature Circle been considered within the broader plans for development this area of the municipality.

**TIME REQUIREMENTS – STAFF & ELECTED OFFICIALS:**

Recommissioning the services as requested is not in the current budget or work plan for the Public Works department. Some or all of the works could be conducted by contractors; a work plan for incorporating this requested servicing will be developed to adjust this year's work plan.

Staff time will also be necessary for coordination and discussion with the Ministry of Transportation and Infrastructure. Legal costs will be borne within the operation legal budget.

**FINANCIAL IMPACTS:**

An initial estimate of the service re-commissioning costs is being prepared for presentation to Council.

**SUMMARY:**

Council direction is sought on steps to understand the impacts of the request to open up Signature Circle by the Onni Group, as recommended at the outset of this report.

**Respectfully submitted:**

Bruce Greig, Manager of Community Planning  
Warren Cannon, Superintendent of Public Works  
Donna Monteith, Chief Financial Officer

## Appendix A

District of Ucluelet

200 Main Street

Ucluelet, BC

V0R 3A0

March 25, 2021

### **Re: Wyndansea by Onni – Public Road and Utilities Testing, Commissioning, & Service**

To: Bruce Greig, Manager of Community Planning

I am writing on behalf of the Onni Group to confirm our intention to move forward with the marketing and sales of the remaining lots in the Signature Circle Bare Land strata on our Wyndansea property. As such we are requesting that the District of Ucluelet move forward with the recommissioning of the site services. More specifically we request to have a fully commissioned and functioning Public road, Sewer, Water, and Street Light service within the Public Right-of-Way that leads to the private strata road at Signature Circle by no later than September 1<sup>st</sup>, 2021.

If you have any questions or comments on this intent, please do not hesitate to contact me any time.

Thank you,

**Thomas Woodward**

Sr. Infrastructure Manager

ONNI GROUP

200 - 1010 Seymour Street

Vancouver, BC V6B 3M6

D: [\(604\) 259-6336](tel:6042596336)

C: [\(604\) 351-3709](tel:6043513709)

[twoodward@onni.com](mailto:twoodward@onni.com)

[ONNI.COM](http://ONNI.COM)

FB 148265

Appendix B

FB 148265

25 FEB 2008 11 33

FB 148264

FORM 1  
(Section 219.81)

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 11 pages

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

Patrick E. Bion for McCONNAN BION O'CONNOR & PETERSON LAW CORPORATION  
Client number 10230  
via Bev Stewart  
(39936-PEB)

*Bev Stewart*

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*

2C

(PID)	(LEGAL DESCRIPTION)
27416 046	Lot 1, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561
New 054	Lot 2, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561
New 062	Lot 3, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561
New 071	Lot 4, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561
New 24 508 486	Remainder Lot A, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP80031, except part in Plan VIP 84561

3. NATURE OF INTEREST:

Description	Document Reference (page and paragraph)	Person Entitled to Interest:
Section 219 Covenant	Entire Document	Transferee
Consent and Priority	Page 11, para 12	Registered Owner of Mortgage CA387977 and Assignment of Rents CA387978 as modified by FB49737 and CA663605

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

- (a) Filed Standard Charge Terms  D.F. Number:
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

0707631 B.C. LTD. (INC. NO. 0707631)

Liberty Holdings Excell Corp, (Inc#1611951)  
Cooper Pacific Mortgage Investment Corporation (Inc#61663) \$131.30  
Bancorp Financial Services Inc and (Inc#112503)  
Bancorp Balanced Mortgage Fund Ltd. (all as to Consent + Priority)  
(Inc#56766)

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by THE MINISTER OF TRANSPORTATION, 940 Blanshard Street, Victoria, BC V8W 3E6

DISTRICT OF UCLUELET, PO Box 999, 200 Main Street, Ucluelet, BC V0R 3A0

7. ADDITIONAL OR MODIFIED TERMS:\*

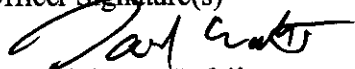
N/A

*9*

*4*

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

Officer Signature(s)



David Watts, Notary Public  
#410 - 675 West Hastings Street  
Vancouver, BC V6B 1N2  
Tel: 604 685 7786 Fax: 604 685 7796  
Email: [david@davidnotary.com](mailto:david@davidnotary.com)


Execution Date

Y M D

08 02 14

Party(ies) Signature(s)

0707631 B.C. Ltd. by its authorized signatory.



Print Name: Elke Loof-Koehler

OFFICER CERTIFICATION:

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




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

Officer Signature(s)

Execution Date  
Y M D

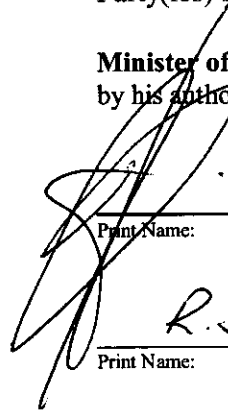
Party(ies) Signature(s)



**LESLIE CHARLES HUNTER**  
Barrister & Solicitor  
#4 - 4180 Island Hwy. N.  
Nanaimo, British Columbia  
V9T 1W6 (250) 756-9950

08/02/14

**Minister of Transportation**  
by his authorized signatory:



Print Name:

Print Name:

R.J. Howat

OFFICER CERTIFICATION:

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

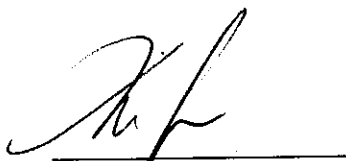


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Officer Signature(s)

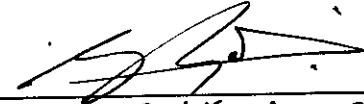
Execution Date  
Y M D

Party(ies) Signature(s)



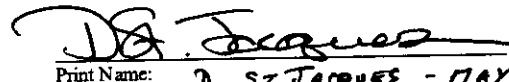
08 02 11

District of Ucluelet  
by its authorized signatory(ies):



Print Name: G. LYONS - CAO

H. GFE  
DEPUTY CORPORATE OFFICER  
DISTRICT OF UCLUELET  
BOX 999, 200 MAIN ST  
UCLUELET, B.C.  
V0R 3A0



Print Name: D ST JACQUES - MAYOR

OFFICER CERTIFICATION:

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






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

Officer Signature(s)

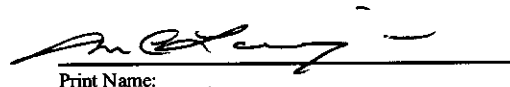
Execution Date  
Y M D

Party(ies) Signature(s)

  
**PATRICK J. DELSEY**  
 Barrister & Solicitor  
 1220 - 1175 Douglas Street  
 Victoria BC V8W 2E1  
 OFFICE: (250) 412-0531 Fax: (250) 412-0538  
 Home: (250) 412-0531  
 Email: pdelsey@tdlaw.com

08 02 18

Liberty Holdings Excell Corp.  
by its authorized signatory:

  
 Print Name:  
 Michel Lavigueur

I, **Patrick J. Delsey**, being a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits, certify that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits, and I certify the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.




15

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

Officer Signature(s)


Execution Date  
Y M D

Party(ies) Signature(s)

  
 \_\_\_\_\_  
**PATRICK J. DELSEY**  
*Barrister & Solicitor*  
 1220 - 1175 Douglas Street  
 Victoria BC V8W 2E1  
 Tel: (250) 412-0531 Fax: (250) 412-0535  
 Email: p.delsey@pidlawcorp.com

08 02 18

Cooper Pacific Mortgage Investment Corporation by its authorized signatory:

  
 \_\_\_\_\_  
 Print Name:  
 Cameron Cooper

OFFICER CERTIFICATE

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





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

Officer Signature(s)

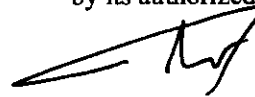
Execution Date  
Y M D

Party(ies) Signature(s)

Bancorp Financial Services <sup>Inc.</sup> ~~Ltd.~~  
by its authorized signatory:

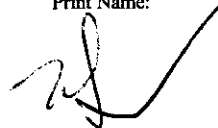


08 02 13



**RICHARD R. MACKIN**

Print Name:



**Mark D. Silverwood**

**Douglas Bentley**  
Barrister & Solicitor  
Suite 1420-1090 West Georgia Street  
Vancouver, BC V6E 3V7  
OFFICER CERTIFICATION:

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



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

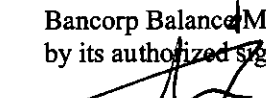
Officer Signature(s)

Execution Date  
Y M D

Party(ies) Signature(s)



08 02 13

Bancorp Balance Mortgage Fund Ltd.  
by its authorized signatory:  
 RICHARD R. MACKIN

**Douglas Bentley**  
Barrister & Solicitor  
Suite 1420-1090 West Georgia Street  
Vancouver, BC V6E 3V7

Print Name:  
 **Mark D. Silverwood**

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



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## TERMS OF INSTRUMENT - PART 2

Page 9

## WHEREAS:

A. The Grantor is the registered owner in fee simple of:

New Lot 1, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561

New Lot 2, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561

New Lot 3, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561

New Lot 4, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP 84561

~~New~~ 26 508 486 Remainder Lot A, District Lots 286, 471, 472 and 473, Clayoquot District, Plan VIP80031, except part in Plan VIP 84561

(collectively the "Lands");

B. The Grantee is Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and the District of Ucluelet;

C. The Grantor has applied to the Grantee's Approving Officer for subdivision of the Lands;

D. In accordance with the Master Development Agreement Covenant ("MDA") executed and registered in 2005, the Grantor agreed to, inter-alia, construct offsite and onsite streetscape and site surfacing improvements in accordance with the terms of this Covenant, and wishes to grant this Covenant and indemnify the Grantee;

E. The Lands are presently the subject of a subdivision application and road dedication and construction, including with respect to the areas noted herein, as required in accordance with the *Land Title Act* and the *Local Government Act*.

F. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether negative or positive, in respect of the use of the Lands or the use of a building on or to be erected on land, may be given to provide that the Lands are to be built on or used in accordance with the covenant or are not to be used or built on except in accordance with the covenant and that the covenant in favour of a municipality or the Crown may be registered as a charge against the title to that land.

**NOW THEREFORE** in consideration of the payment of the sum of ONE (\$1.00) DOLLAR by the Grantee to the Grantor and the premises and covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree each with the other as follows:

1. The Grantor covenants and agrees to construct, at its own expense, improvements to Peninsula Road including construction of a deceleration lane and left-turn lane or other works to the satisfaction of the Minister of Transportation on the earlier of two (2) months of the date of issuance of a building permit with respect to the above-referred to Lot 2 or August 31, 2008 or such extended date as approved in writing by a representative of the Minister of Transportation.

2. In the event that the Grantor is in contravention of paragraph 1 of this Covenant, then either of the Grantees may, at its option but not obligation:


(a) prohibit access to the Lands at the intersection of Peninsula Road until the roadworks have been completed to the satisfaction of the Minister of Transportation;

- (b) at the expense of the Grantor, carry out the construction of the improvements to the satisfaction of the Minister of Transportation and in default of payment being made by the Grantor, the District of Ucluelet shall have the right to attach such cost to the property taxes of the Lands, without prejudice to any other remedy available to the Grantee.
3. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of this Covenant, except to the extent caused by the negligence of the Grantee.
  4. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs, and legal fees whatsoever that anyone might have as owner, occupier or user of the Lands or by a person who has an interest in or comes onto the Lands or by anyone who suffers loss of life or injury to his person or property, that arises out of the terms and restrictions of this Agreement or a breach of this Agreement by the Grantors, except to the extent caused, or contributed to, by the negligence of the Grantee or breach of this Agreement by the Grantee.
  5. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or covenants (oral or otherwise) with the Grantor other than those contained in this Covenant.
  6. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Covenant.
  7. The Grantor shall pay the registration costs of the Grantee in connection with the registration of this Covenant. This is a personal covenant.
  8. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Lands.
  9. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Grantee as a charge against the Lands in priority to all non Grantee encumbrances.
  10. This Covenant shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
  11. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.



12. Liberty Holdings Excell Corp. (as to an undivided 110/225th interest), Cooper Pacific Mortgage Investment Corporation (as to an undivided 60/225ths interest), Bancorp Financial Services <sup>Inc.</sup> (as to an undivided 29/225ths interest) and Bancorp Balance Mortgage Fund Ltd. (as to an undivided 26/225th inerest), collectively the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under CA387977 and CA387978 respectively, as modified by ~~FB49737~~ and CA663605, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if they had been dated and registered prior to the said charge.

**THIS IS THE INSTRUMENT CREATING THE CONDITION OR COVENANT ENTERED INTO UNDER S. 219 OF THE LAND TITLE ACT BY THE REGISTERED OWNER REFERRED TO HEREIN AND SHOWN ON THE PRINT OF THE PLAN ANNEXED HERETO AND INITIALLED BY ME.**

  
 Approving Officer, District of Ucluelet  
 G. LYONS

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Covenant has been duly executed and delivered by the parties executing Form C (pages 1 to 8) attached hereto.

**END OF DOCUMENT**

F:\PEB\Marine Drive Prop\Signature Circle\LTO Docs\Covenant - MOT & District - Feb 11 08 v5.wpd

