

## MASTER DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is dated for reference the 28th day of September, 2005.

BETWEEN:

### DISTRICT OF UCLUELET

PO Box 999  
Ucluelet, B.C. V0R 3A0

(the "**District**")

OF THE FIRST PART

AND:

### WEYERHAEUSER COMPANY LIMITED

(Incorporation No. 51955A)

925 West Georgia Street  
Vancouver, B.C. V6C 3L2

(the "**Developer**")

OF THE SECOND PART

### WHEREAS

A. The Developer is the registered owner of lands legally described as:

PID: 025-635-735

Lot 3, District Lots 286, 471, 472 and 473 Clayoquot District Plan  
VIP75113 Except that part in Plan VIP77604

PID: 025-635-743

Lot 4, District Lots 285, 286 and 473 Clayoquot District Plan VIP75113

PID: 009-398-031

District Lot 283, Clayoquot District Except parts in Plans 31490 and 26106

(the "**Lands**");

B. The Developer has made an application to the District to rezone the Lands in accordance with the "District of Ucluelet Zoning Amendment Bylaw No. 1006,

2005" (the "**Rezoning Bylaw**"), a copy of which is attached as Schedule "A", which requires an amendment to the Official Community Plan in accordance with the "District of Ucluelet Official Community Plan Amendment Bylaw No. 1007, 2005" (the "**OCP Amendment Bylaw**"), a copy of which is attached as Schedule "B";

- C. The Developer plans to construct a comprehensive development on the Lands including:
- (a) single family dwellings, including some with "vacation rental" use and some with "guest house" use;
  - (b) multiple family dwellings;
  - (c) resort condominiums;
  - (d) affordable housing associated with multiple family and resort condominiums;
  - (e) retail trade and services (commercial) space;
  - (f) hotels, with restaurant and spa facilities;
  - (g) staff housing associated with hotels; and
  - (h) golf course with a clubhouse.
- D. The parties wish to set out in this Master Development Agreement their agreement as to conditions for the Development (defined below) and the provision of various amenities and gifts if the Rezoning Bylaw and the OCP Amendment Bylaw are adopted, namely:
- (a) the provision of approximately 22.5 hectares (55.5 acres) of land as public parkland, which includes a central park and trails;
  - (b) the extension of the Wild Pacific Trail through the Lands, including the provision of dedications, covenants, or Statutory Rights of Way, or combination thereof, to secure public use of the trail;
  - (c) the provision of no-build covenants to ensure property within building setbacks remains greenspace;
  - (d) the provision of conservation covenants for riparian areas;
  - (e) securing the provision of staff housing associated, and concurrent, with any hotel development(s);

- (f) the reservation, by covenant or affordable housing agreement, of two fully serviced lots, totaling approximately 2.4 to 2.8 hectares (6-7 acres) of land for affordable housing use;
- (g) restrictions on multiple family residential and resort condominium development until affordable housing is also provided;
- (h) the provision of a housing agreement for affordable housing;
- (i) a cash contribution to Westcoast Community Resources Society to be dedicated to their affordable housing initiative;
- (j) a cash contribution to development of the District's Community Centre;
- (k) a cash contribution to be used at the District's new multi-purpose sports field;
- (l) a cash contribution to the District to be used for a highway rescue vehicle;
- (m) the transfer of approximately 4.1 hectares (10.2 acres) of land to the District;
- (n) a cash contribution to be used for bursaries for the education of Ucluelet students in post secondary forestry studies;
- (o) a cash contribution to the District's Social Reserve Fund;
- (p) a cash contribution to the Ucluelet and Area Childcare Society to be used towards a daycare centre facility;
- (q) the restriction on selling single family lots equal to or less than 7,000 sq.ft. in area to the general public until such time that they have been made available for purchase by Ucluelet residents;
- (r) the funding or provision of reasonably required equipment identified in the Fire Underwriter's Survey to be prepared; and
- (s) construction of off-site and on-site streetscape and site servicing improvements.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration for the mutual promises exchanged herein, the parties agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement:

**"Affordable Housing"** means housing which, under the terms of a housing agreement with the District, would have a market price that would be affordable to households of low and moderate income. Households of low and moderate income are those who have incomes which are eighty (80%) or less than the average household income in the District of Ucluelet as reported by Statistics Canada and as defined by CMHC.

**"Agreement"** or **"Master Development Agreement"** or **"MDA"** means this Agreement.

**"CD Zoning Plan"** means the plan so titled and also referred to as the "Density Plan", prepared by the Developer, as included in the Rezoning Bylaw and attached to this Agreement as Schedule "C";

**"Concept Plan"** means the plan entitled "Weyerhaeuser Lands, Ucluelet B.C. - Illustrative Land Use Concept", dated September 9, 2005, prepared by MVH Urban Planning and Design Inc. and attached to this Agreement as Schedule "D";

**"Developer"** includes, on transfer of the Lands or portions thereof, the new registered owners of the Lands or portions thereof, subject to the provision, and further to the terms, of an agreement in accordance with Part 14 of this Agreement, with respect to the Lands or portions thereof owned;

**"Development"** means the development that the Developer will construct on the Lands as contemplated under this Agreement.

**"Subsidiary Trails"** means portions of the Land averaging fifteen (15) metres wide and but no less than ten (10) metres wide at any point providing connections to the Wild Pacific Trail at various points, generally as shown on the Trail Network Plan, excepting only those portions of the trails located on lands dedicated as highway;

**"Trail Network Plan"** means the version of the Concept Plan, similarly entitled and dated, modified to identify the Wild Pacific Trail and Subsidiary Trails with thick dashed lines and arrows, shown in red on the colour version of the plan, and attached to this Agreement as Schedule "E";

**"Wild Pacific Trail"** means a contiguous portion of the Lands averaging fifteen (15) metres wide and but no less than ten (10) metres wide at any point, through the Lands and primarily the waterfront portions of the Lands, generally as shown on the Trail Network Plan, which is to be dedicated or otherwise secured in accordance with this Agreement for the use and enjoyment of the public in perpetuity.

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

- (a) Schedule "A" - Rezoning Bylaw;
- (b) Schedule "B" - OCP Amendment Bylaw;
- (c) Schedule "C" - CD Zoning Plan;
- (d) Schedule "D" - Concept Plan;
- (e) Schedule "E" - Trail Network Plan;
- (f) Schedule "F" - Wild Pacific Trail Statutory Right of Way;
- (g) Schedule "G" - Set Back Area/ Greenspace Covenant;
- (h) Schedule "H" - Riparian Area Conservation Covenant;
- (i) Schedule "I" - Lots to be Transferred to District;
- (j) Schedule "J" - Restrictive Covenant (for MDA); and
- (k) Schedule "K" - Assignment/ Assumption Agreement.

## **2.0 DEVELOPMENT IN ACCORDANCE WITH PLANS**

- 2.1 The Developer covenants and agrees that it will seek further approvals to subdivide and develop Lands in substantial compliance with the CD Zoning Plan, Concept Plan and Trail Network Plan, and will not alter the location of uses or the maximum densities in each Development Area, as identified in the Rezoning Bylaw, without first obtaining written approval from the District and, if necessary, amendment to this Agreement and the Rezoning Bylaw.
- 2.2 Notwithstanding broader or greater permitted uses, density and other regulations in the Grantee's Zoning Bylaw as amended from time to time, development of the Lands shall be limited (and, with respect to paragraphs (b) and (f), required) as follows:
- (a) a maximum number of 700 hotel units;
  - (b) a minimum number of 108 staff housing units associated with hotel units (calculated at full build out);
  - (c) a maximum number of 236 single family residential lots, plus an additional maximum number of 68 single family residential lots which may have "vacation rental" as a permitted use;
  - (d) a maximum number of 225 multiple-family residential lots;
  - (e) a maximum number of 120 resort condominium units;

- (f) a minimum number of 90 affordable housing units provided in conjunction with the multiple family residential and resort condominium units (calculated at full build out);
- (g) a maximum number of 10 lots zoned for guest house use;
- (h) a maximum of 30,000 square feet of commercial retail space;
- (i) golf course;
- (j) parks and trails; and
- (k) restaurant, spa and other uses commonly associated with a Hotel or other recreational development developed on the Lands, and accessory parking, building and structures in accordance with the Rezoning Bylaw and OCP Amendment Bylaw.

2.3 The parties acknowledge that the Concept Plan is general and conceptual only, having been prepared without a determination as to whether the precise road alignment best suits the contours of the Lands. Building locations and configurations have only be shown to provide an indication as to probable site coverage and location and do not control final siting and location of buildings. Nevertheless, the Concept Plan has been presented to the public and therefore the Developer acknowledges that certain public expectations may exist as to the proposed development. Therefore, the Developer covenants and agrees that, notwithstanding any other statutory requirements or District bylaws or regulations and whether or not required by law, the Developer will not apply for a development permit or building permit for any development on the Lands, or portion of the Lands if subdivided, until it has:

- (a) prepared a more detailed concept plan for each portion of the Lands to be developed, including the identification of single family residential lots dedicated to "vacation rental" or "guest house" uses with respect to portions of the Lands permitting such single family residential use;
- (b) consulted with the public, including residents of the District, by hosting at least one (1) public information meeting; and
- (c) provided the plan and a report of the consultation, including a copy of any written comments received, a summary of verbal comments and any changes to the new concept plan resulting from the consultation, to the District's Director of Planning.

2.4 The Developer covenants and agrees that it will not develop the Lands or portion of the Lands, except in substantial compliance with the new concept plans prepared in accordance with section 2.3 of this Agreement.

### **3.0 PARKLAND DEDICATION**

- 3.1 The Developer covenants and agrees to dedicate or otherwise provide for perpetual public access to at least 22.5 hectares (55.5 acres) of the Lands as public park, generally in locations and configurations identified on the CD Zoning Plan, Concept Plan and Trail Network Plan subject however to the final review and acceptance of the District, acting reasonably.
- 3.2 Notwithstanding section 3.1, the District acknowledges that the total public parkland area requirement includes a Central Park in Development Area #3 as identified in the Rezoning Bylaw, and the Wild Pacific Trail and Subsidiary Trails identified in each of the five Development Areas, as identified in the Rezoning Bylaw. The Central Park must be dedicated as parkland further to the *Local Government Act*. The Wild Pacific Trail and Subsidiary Trails may be dedicated or may be otherwise secured for perpetual public use in accordance with this Agreement.
- 3.3 The Developer covenants and agrees that the requirements of this Part must be fulfilled for each of the five Development Areas identified in the Rezoning Bylaw, concurrently with the subdivision of each "Development Area" and prior to any development or construction on that Development Area.
- 3.4 If requested by the District, the Developer covenants and agrees to provide a Licence of Use and Occupation for the Central Park on terms similar to the Statutory Right of Way referred to in section 4.3 below, at the sole discretion of the District acting reasonably, until such time that the Central Park is dedicated.

### **4.0 WILD PACIFIC TRAIL AND SUBSIDIARY TRAILS**

#### **Securing Trail through Dedication or Statutory Right of Way**

- 4.1 The Developer covenants and agrees that any portions of the Wild Pacific Trail or Subsidiary Trails that have not been dedicated further to Part 3.0 will be dedicated or secured by way of Statutory Right of Way, at the sole discretion of the District, for each parcel of the Lands which has been subdivided from the parent parcel Lands.
- 4.2 Where the District requires dedication, the Developer covenants and agrees that it will dedicate the portion necessary for the Wild Pacific Trail or Subsidiary Trails, at its sole cost, prior to issuance of any building permit for the construction of any building on the portion of the Lands being developed.
- 4.3 Where the District does not require dedication, the Developer covenants and agrees that it will provide the District with and register, at its sole cost, a Form C Statutory Right of Way pursuant to section 218 of the *Land Title Act* in the form attached as Schedule "F" to this Agreement securing the public right of access to and use of the Wild Pacific Trail or Subsidiary Trails, prior to the creation of a

strata corporation for any building on the Lands or part thereof or prior to issuance of an occupancy permit for any building on the Lands or part thereof if no strata corporation is created.

### **Construction and Development**

- 4.4 The Developer covenants and agrees to extend, develop and construct the Wild Pacific Trail and Subsidiary Trails with a path of a minimum width of 2 metres (6.6 feet) to a standard consistent with neighbouring portions of the existing wild pacific trail.
- 4.5 Prior to the issuance of a building permit for any building on the Lands, or if subdivided, the portion of the Lands being developed, the Developer will:
- (a) provide an engineering plan for the development of the Wild Pacific Trail and Subsidiary Trails to the satisfaction of the District; and
  - (b) provide security in the form of cash or letter of credit in an amount that is to the reasonable satisfaction of the District as security for the Developer's obligations under this Part.
- 4.6 The Developer covenants and agrees that the Wild Pacific Trail and Subsidiary Trails will be constructed, in accordance with the engineering plan, before an occupancy permit is issued for any building on the Lands developed. Issuance of an occupancy permit does not warrant or guarantee satisfaction of this condition. The District may, acting reasonably, require the Developer to provide, and the Developer shall provide, at its sole expense, additional information to make this determination. The District will make a determination within thirty (30) days of the earlier of notification that the relevant portions of the Wild Pacific Trail and Subsidiary Trails have been constructed or the issuance of an occupancy permit as to the satisfaction of this section and will return or release ninety-five (95%) percent of the security at that time if satisfied. The remaining five (5%) percent may be used with respect to defects or deficiencies (including maintenance) in construction and landscaping and any unused portions will be returned or released twelve (12) months after release of the ninety-five (95%) percent.

### **Gap Portions**

- 4.7 The Developer covenants and agrees that where a parcel being developed is not adjacent to another parcel which has already been developed, such that there would be a gap of up to one hundred (100) metres in the Wild Pacific Trail, the Developer will secure and provide a temporary connection between the developed portions of the Wild Pacific Trail, at its sole cost, until such time that the gap portion of the Wild Pacific Trail is developed. The gap portion of the trail need not be constructed to the standards required in this Part but must be safe for public use, as determined by the District in consultation with its insurers, acting reasonably. Where the gap portion has not been secured by dedication or



statutory right of way, the Developer will secure and provide a License of Use and Occupation with substantially the same terms as the statutory right of way noted in section 4.3 to secure public access to the gap portion of the trail.

- 4.8 The Developer acknowledges that the District may, at any time and at its own initial expense, engineer, develop and construct portions of the Wild Pacific Trail to provide connections between developed portions of the Wild Pacific Trail, to the same standards required in section 4.4 and in the same general locations shown on the Trail Network Plan. Prior to issuance of a building permit for any building on the portion of the Lands where the District has constructed the trail, the Developer will reimburse the District for its reasonable expenses in constructing the trail. Reimbursement is not required if the Developer has relocated the trail greater than three (3) metres from the District-constructed trail, but the Developer is solely responsible for the expense of relocation (including, but not limited to, decommissioning the District-constructed trail if necessary) and construction of the relocated trail. Where only portions of the trail are relocated, then reimbursement is only required for the non-relocated portions, calculated as the proportionate share of the total expense. This section does not otherwise relieve the Developer's obligations.

## **5.0 GREENSPACE AND CONSERVATION COVENANTS**

### **"Set Back Area" No-Build/Greenspace Covenant**

- 5.1 The Developer covenants and agrees that it will, at its sole cost, provide the District with a Form C Restrictive Covenant pursuant to section 219 of the *Land Title Act* substantially in compliance with the form attached as Schedule "G" to this Agreement restricting the development and use of "Set Back Areas" (as that term is defined in the Schedule), prior to or concurrent with any subdivision of the Lands or portion thereof.

### **"Riparian Area" Conservation Covenant**

- 5.2 The Developer covenants and agrees that it will, at its sole cost, provide the District with a Form C Restrictive Covenant pursuant to section 219 of the *Land Title Act* substantially in compliance with the form attached as Schedule "H" to this Agreement restricting the development and use, and providing for the conservation and maintenance, of "Riparian Areas" (as that term is defined in the Schedule) that have not been dedicated to the District as parkland, for the entirety of the Lands, prior to registration of any plan of subdivision.
- 5.3 Where Set Back Areas and Riparian Areas overlap, only the more restrictive Riparian Area covenant need be provided with respect to the overlap area.

## **6.0 STAFF HOUSING FOR HOTEL DEVELOPMENTS**

- 6.1 With respect to the development of "Hotel" uses in Development Areas #1, #2 and #4, as identified in the Rezoning Bylaw, the Developer covenants and agrees to provide a restrictive covenant, housing agreement or other written assurances, at the discretion of and to the reasonable satisfaction of the District, that staff housing at a rate of at least fifteen (15%) percent of the total hotel unit count (that is, one (1) staff housing unit for every six and two thirds (6.66) Hotel units, or part thereof) is concurrently developed and occupied, prior to the issuance of an occupancy permit for any hotel on the portions of the Development Area under development.
- 6.2 The District agrees that the staff housing may be provided on or off site, but it shall be provided within the District of Ucluelet municipal boundaries and shall be perpetually linked to the hotel development by way of covenant or other written agreement satisfactory to the District, in its sole discretion acting reasonably.

## **7.0 AFFORDABLE HOUSING**

### **Affordable Housing Lots**

- 7.1 The Developer covenants and agrees to develop and use the two (2) parcels of land generally shown on the CD Zoning Plan as "Affordable", and totaling approximately 2.4 to 2.8 hectares (6-7 acres) in area, only for Affordable Housing purposes as defined in this Agreement and subject to all the conditions of this Part ("**Affordable Housing Lots**").
- 7.2 The Developer may also develop and use a portion of the Affordable Housing Lots for staff housing, provided all the following conditions are satisfied:
- (a) the staff housing is for other uses/developments located in the District of Ucluelet not otherwise on the Lands, and more particularly is not to satisfy the requirements of Part 6.0 of this Agreement;
  - (b) the Affordable Housing requirements for the Lands can be adequately provided on the Affordable Housing Lots;
  - (c) the minimum Affordable Housing requirements identified in section 7.3 have been satisfied prior to occupancy of the staff housing, and continue to be satisfied thereafter;
  - (d) the occupants of the staff housing otherwise meet affordable housing eligibility criteria, including as developed under this Part;
  - (e) the maximum number of staff housing shall not exceed 21 units; and

- (f) the staff housing permitted by this section is in excess of the affordable housing requirements of section 7.3.

### **Affordable Housing Requirements for Certain Uses**

- 7.3 With respect to the development of "Resort Condominiums" and "Multiple Family Residential" uses on the Lands, the Developer covenants and agrees to provide a restrictive covenant, affordable housing agreement or other written assurances, at the discretion of and to the reasonable satisfaction of the District, concurrent with the subdivision of the relevant portion of the Lands and prior to the issuance of an occupancy permit for any building on the portions of the Lands so developed, such that Affordable Housing units will be developed at a rate of at least twenty (20%) percent of the total "Resort Condominium" and "Multiple Family Residential" units developed (that is, one (1) Affordable Housing unit for every five (5) "Resort Condominium" and "Multiple Family Residential" units, or part thereof), in accordance with the following requirements:
- (a) the Affordable Housing units are to be constructed by the Developer, but managed and administered by a not-for-profit housing organization, including with respect to rentals and sales (in which case acceptable profits are to return to the Developer);
  - (b) qualification criteria, parameters and guidelines shall be developed by a not-for-profit housing organization in consultation with the District and the Developer;
  - (c) the Affordable Housing unit mix shall be approximately:
    - (i) thirty (30%) percent intended for Single Occupant;
    - (ii) forty (40%) percent intended for Double Occupant;
    - (iii) ten (10%) percent intended for Special Needs Occupants; and
    - (iv) twenty (20%) percent intended for Family Occupants;
  - (d) the Affordable Housing units shall be of the following approximate sizes:
    - (i) Single Occupant - 500 sq. ft.;
    - (ii) Double Occupant - 600-800 sq. ft.; and
    - (iii) Family - 1000 sq. ft.;
  - (e) the tenure of Affordable Housing units shall be approximately fifty (50%) percent strata ownership and fifty (50%) percent rental;

- (f) with respect to rental units, rent caps shall be developed, maintained and enforced by the not-for-profit housing organization in consultation with the District and the Developer;
  - (g) with respect to strata ownership units, price caps and resale caps shall be developed, maintained and enforced by the not-for-profit housing organization in consultation with the District and the Developer; and
  - (h) a reasonable percentage from both rental units and strata fees shall be paid back to the not-for-profit housing organization for administrative purposes, as determined by the not-for-profit housing organization in consultation with the District and the Developer.
- 7.4 Notwithstanding section 7.3, with respect to the area identified as "Development Area #1" in the Rezoning Bylaw, forty (40) "Multiple Family Residential" or "Resort Condominium" units, or combination thereof, may be developed without the concurrent provision of Affordable Housing. However, development and construction of the remaining units first requires the development and completion, including issuance of occupancy permit(s), of at least eight (8) Affordable Housing units on the Lands, allocated to the Development Area #1 affordable housing requirement. The other requirements of section 7.3 and this Part continue to apply to Development Area #1, and without limiting the generality of the foregoing, the total Affordable Housing requirements remains one (1) unit for every five (5) "Multiple Family Residential" and "Resort Condominium" units developed. The Developer covenants and agrees that if at the eighth (8th) anniversary of the adoption of the Rezoning Bylaw, less than forty (40) Multiple Family Residential and Resort Condominium units have been constructed, then the full requirements of Affordable Housing for Development Area #1 shall be provided prior to any further development in Development Area #1. The Developer covenants and agrees that the District may withhold any and all approvals or permits in this Development Area #1 until the requirements of this section have been satisfied.
- 7.5 When the Developer applies for a building permit for any building containing "Multiple Family Residential" or "Resort Condominium" units, and in any event before the Developer engages in any pre-sales of those units as permitted under the *Real Estate Development and Marketing Act*, the Developer must advise the District of the total Affordable Housing allocation made available on the Affordable Housing Lots with respect to the building for which it is seeking the building permit, and must obtain the approval of the District that the requirements of this Part have been satisfied.
- 7.6 The Developer must not sell or agree to sell any Affordable Housing unit other than in accordance with an arrangement approved by the District, acting reasonably.

- 7.7 Where this Part of the Agreement, or an agreement prepared as a result of a requirement of this Part, requires the Developer to limit its profit on the sale of a residential housing unit to a certain percentage of its costs, or otherwise requires consideration and calculation of development costs or any monetary savings in relation to such costs, such costs or savings will be subject to review and verification by a quantity surveyor mutually selected by the District and the Developer.

### **Westcoast Community Resources Society Contribution**

- 7.8 The Developer covenants and agrees that it will make a cash contribution to the Westcoast Community Resources Society located in the District of Ucluelet for their affordable housing initiative in the amount of Twenty Five Thousand (\$25,000.00) Dollars, to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw.
- 7.9 The Developer covenants and agrees that the selection of the not-for-profit housing organization(s) contemplated in this Part shall be made in consultation with the Westcoast Community Resources Society and is subject to the final approval of the District, in its sole discretion acting reasonably. The District agrees that more than one not-for-profit housing corporation may be selected.

## **8.0 DISTRICT CONTRIBUTIONS**

### **Community Centre Contribution**

- 8.1 The Developer covenants and agrees that it will make a cash contribution to the District's Amenity Reserve Fund, generally for use with respect to the new Community Centre, in the amount of Two Million, Three Hundred Thousand (\$2,300,000.00) Dollars to be paid by the Developer as follows:
- (a) Two Hundred Thousand (\$200,000.00) Dollars prior to the final adoption of the Rezoning Bylaw and OCP Amendment Bylaw (such funds to be promptly returned if the bylaws are not adopted by the District or the Rezoning Bylaw is withdrawn by the Developer);
  - (b) One Million, Five Hundred Thousand (\$1,500,000.00) Dollars at the earlier of the six (6) month anniversary of the date of adoption of the Rezoning Bylaw and OCP Amendment Bylaw, or promptly on the transfer of the Lands or any part thereof; and
  - (c) Six Hundred Thousand (\$600,000.00) Dollars at the earlier of eighteen (18) month anniversary of the date of adoption of the Rezoning Bylaw and OCP Amendment Bylaw, or prior to the approval of the subdivision, or reconfiguration, of the Lands that (combined with all previous subdivisions) creates more than eight (8) lots, whether created by the Developer or anyone else.

- 8.2 The Developer covenants and agrees that the full amount of the obligation in section 8.1 becomes immediately due and owing if the Developer sells the entirety of the Lands.

### **Sports Field Contribution**

- 8.3 The Developer covenants and agrees that it will make a cash contribution to the District's new Multi-Purpose Sports Field on Pacific Crescent in the amount of Twenty-Five Thousand (\$25,000.00) to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw. The District will use the contribution towards bleachers, lighting, fencing or any other facility or amenity or combination thereof, as determined in its sole discretion acting reasonably, associated with the new Multi-Purpose Sports Field.

### **Highway Rescue Vehicle Contribution**

- 8.4 The Developer covenants and agrees that it will make a cash contribution to the District for the purpose of acquiring a highway rescue vehicle in the amount of Twenty Thousand (\$20,000.00) Dollars to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw.
- 8.5 The Developer covenants and agrees that if the Developer has not paid the contributions, or portions of the contributions, identified in, and in accordance with this Part, the Lands may not be subdivided, constructed upon, developed or used until the Developer or successor in title has paid the contribution, or portion payable, notwithstanding the uses permitted in the Rezoning Bylaw.

## **9.0 TRANSFER OF ADDITIONAL LAND TO DISTRICT**

- 9.1 The Developer covenants and agrees to transfer, at its sole cost, the two lots shown on Schedule "I", one in each of Development Area #2 and Development Area #3 as identified in the Rezoning Bylaw and totaling approximately four point one (4.1) hectares (10.2 acres) in area ("**Transferred Lot(s)**").
- 9.2 The Developer covenants and agrees to transfer each of the Transferred Lots concurrent with the subdivision that creates an adjacent parcel to the Transferred Lot. The Developer covenants and agrees that the District may withhold any and all approvals or permits related to the parcels adjacent to the Transferred Lots until the requirements of this section have been satisfied.
- 9.3 The Developer covenants and agrees to fully service the Transferred Lots at the same time that adjacent parcels are serviced. Adjacent parcels may not be developed or used until the adjacent Transferred Lot has been serviced. Where a Transferred Lot has not been fully serviced and adjacent parcels are transferred to different owners, the District may (but is not required to) fully service the Transferred Lot and recover the costs from adjacent parcel owners, proportionate to the parcel area of adjacent parcels, as a debt due and owing.

The Developer covenants and agrees that the District may withhold any and all approvals or permits related to the parcels adjacent to the Transferred Lots until the requirements of this section have been satisfied.

- 9.4 The Developer acknowledges and agrees that the transfer must be of the entire fee simple, and not a “conditional transfer” nor one subject to a “possibility of reverter”, and that the only encumbrances or restrictions permitted on the Transferred Lots, other than those in favour of the District and in the original Crown grant, are those which provide as follows:
- (a) within five (5) years of the transfer, that the District may not sell the Transferred Lots and may not use the Transferred Lots for anything other than community uses; and
  - (b) after five (5) years of the transfer, the District may not use the Transferred Lots for anything other than community uses unless sold or otherwise disposed of, in which case, any proceeds from the sale or disposition of the Transferred Lots may not be used except for the provision of District amenities.

## **10.0 ADDITIONAL COMMUNITY BENEFITS AND GIFTS**

### **Forest Studies Bursary**

- 10.1 The Developer covenants and agrees that it will make a cash contribution to Ucluelet Secondary School to be used for bursaries for the education of Ucluelet students in post secondary forestry studies in the amount of Twenty-Five Thousand (\$25,000.00) Dollars to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw.

### **Social Reserve Fund Contribution**

- 10.2 The Developer covenants and agrees that it will make a cash contribution to the District's Social Reserve Fund in the amount of One Hundred Thousand (\$100,000.00) Dollars to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw. The District will use the contribution in accordance with its Official Community Plan, as determined in its sole discretion acting reasonably.

### **Daycare Contribution**

- 10.3 The Developer covenants and agrees that it will make a cash contribution to the Ucluelet and Area Childcare Society located in the District of Ucluelet for a daycare facility in the amount of Twenty-Five Thousand (\$25,000.00) Dollars, to be paid by the Developer within thirty (30) days of final adoption of the Rezoning Bylaw and OCP Amendment Bylaw.

### **Marketing Restrictions to Benefit of District Residents**

- 10.4 The Developer covenants and agrees that it will not market or sell any single family dwelling lots that are equal to or less than seven thousand (7,000) square feet in area (whether vacant or occupied by buildings), to the general public until it has made them exclusively available for a period of sixty (60) days for the purchase by residents of the District of Ucluelet, who were residents no less than ninety (90) days prior to the registration of the subdivision creating the single family dwelling lot.

### **Fire Underwriter's Survey and Additional Equipment**

- 10.5 The Developer and District agree that an independent Fire Underwriter's Survey is required for, without limiting the generality of the foregoing, an assessment of whether the existing fire protection services infrastructure and equipment in the District can adequately service the Development. The Developer covenants and agrees to acquire (and transfer to the District or fire department) or fund the acquisition of any additional equipment (including vehicle) identified in the Survey as being reasonably required, prior to the occupancy of any building which requires the additional equipment.

## **11.0 STREETScape IMPROVEMENTS, SITE SERVICING & INFRASTRUCTURE**

- 11.1 Prior to the issuance of a building permit for any building on the Lands, the Developer covenants and agrees to, for the portion of the Lands being developed:
- (a) provide an engineering plan for all streetscape and landscaping improvements to the reasonable satisfaction of the District; and
  - (b) enter into a construction agreement with the District, in the District's standard form, respecting the construction of all streetscape and landscaping improvements on the portion of the Lands being developed.
- 11.2 The Developer acknowledges that the District has commissioned an Infrastructure Report to determine whether the District's existing infrastructure can, among other things, accommodate all the proposed density in the Development. The Developer covenants and agrees that if the Infrastructure Report identifies that the existing infrastructure cannot accommodate all the proposed density in the Development, the District may withhold any approvals or permits (including subdivision, building permit, development permit, occupancy permit) for any uses which cannot be adequately serviced by existing infrastructure, notwithstanding the uses and density permitted in the Rezoning Bylaw. The parties agree that this section is effective only until the District has adopted a new Development Cost Charge Bylaw to address any infrastructure shortfalls identified in the Infrastructure Report.



## **12.0 DEVELOPMENT PERMIT**

- 12.1 The Developer covenants and agrees not to develop the Lands or any portion thereof except in accordance with the development permit area guidelines of the District's Official Community Plan, in particular Part IV DP Area No. 8.
- 12.2 Without limiting the generality of section 12.1, the Developer agrees that the District is not obligated to issue a development permit, nor will the Developer seek to compel issuance of a development permit, until it has satisfied the information provision requirements with respect to the portions of the Lands being developed but considering adjacent areas, including but not limited to the provision of:
- (a) a native vegetation management plan;
  - (b) an environmental impact assessment;
  - (c) a detailed plan identifying the general form and character of all buildings and structures, including building materials and colours; and
  - (d) an archaeological assessment report, if requested or the Developer has any reason to suspect any artifacts or remains may be located on the portions of Lands being developed.

## **13.0 RESTRICTIVE COVENANT**

- 13.1 Prior to the Final Adoption of the Rezoning Bylaw and OCP Amendment Bylaw, the Developer shall register a restrictive covenant against title to the Lands, pursuant to section 219 of the *Land Title Act*, which incorporates the terms of this Master Development Agreement and is in the form attached as Schedule "J" to this Agreement.

## **14.0 ASSIGNMENT/ ASSUMPTION**

- 14.1 The Developer covenants and agrees not to sell the Lands, or portion thereof, to which there are outstanding obligations under this Agreement, unless the purchaser agrees to assume the outstanding obligations of this Agreement for the Lands or portions thereof purchased.
- 14.2 Upon any sale of the Lands, or portion thereof:
- (a) the Developer, the purchaser of the Lands (or portions thereof) and the District shall enter into an assumption agreement substantially in the form attached as Schedule "K" to this Agreement, subject to the reasonable satisfaction of the District with respect to clause 3(a) of that agreement, under which the purchaser shall assume all of the Developer's obligations

under this Master Development Agreement with respect to the Lands, or portion thereof purchased;

- (b) subject to receipt of such assumption agreement, the District shall release the Developer from the obligations so assumed; and
- (c) if the purchaser replaces any existing security relating to the Lands, or portion thereof, which are assigned under this clause to the District's satisfaction, the District shall release a comparable portion of the security provided by the Developer.

## **15.0 TERMINATION**

15.1 If the District does not approve and pass the Rezoning Bylaw and OCP Amendment Bylaw, the District covenants and agrees to promptly discharge this Agreement from title to the Lands and this Agreement shall be terminated.

## **16.0 DECLARATION OF DONATIVE INTENT, WAIVER AND RELEASE**

16.1 The Developer acknowledges that the District does not have the statutory authority to compel the Developer to provide all the amenities, benefits and gifts identified in this Agreement as a condition of rezoning the Lands or amending the OCP. The Developer further acknowledges that the District, its officials, employees and agents, have not stated, held out or implied any expectation or requirement that the amenities, benefits and gifts listed below must be provided in order for the Developer's application to be approved:

- (a) provision of parkland in excess of 22.5 hectares (55.5 acres);
- (b) construction of the Wild Pacific Trail and Subsidiary Trails, including the provision of temporary connections for gap portions;
- (c) the provision of and conditions related to Affordable Housing and staff housing units in excess of the Rezoning Bylaw requirements and Official Community Plan policies;
- (d) a cash contribution to the Westcoast Community Resources Society to be used in their affordable housing initiative;
- (e) a cash contribution to the Ucluelet and Area Childcare Society to be used for a daycare centre facility;
- (f) a cash contribution to development of the District's Community Centre;
- (g) a cash contribution to be used at the District's new multi-purpose sports field;

- (h) a cash contribution to be used for District highway rescue vehicle;
- (i) the transfer of approximately 4.1 hectares (10.2 acres) of land to the District;
- (j) a cash contribution to be used for bursaries for the education of District of Ucluelet students in post secondary forestry studies;
- (k) a cash contribution to the District's Social Reserve Fund;
- (l) the restriction on selling single family lots equal to or less than 7,000 sq.ft. in area to the general public until such time that they have been made available for purchase by District of Ucluelet residents;
- (m) the funding or provision of reasonably required equipment identified in the Fire Underwriter's Survey to be prepared; and
- (n) provision of information and reports at the development permit stage in excess of statutory requirements.

16.2 The Developer hereby expresses its intention to donate the amenities, benefits and gifts identified in this Agreement to the District as gifts, as amenities for the use and enjoyment of the public, without any expectation of payment or reward of any kind. The Developer further releases, waives and forever discharges the District from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages or losses, or for the recovery of costs incurred, in connection with the provision of the amenities, benefits and gifts.

## **17.0 PUBLIC BODY**

17.1 Nothing contained or implied within this Master Development Agreement shall prejudice or affect the duties, rights and powers of the District in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Master Development Agreement had not been executed and delivered. Without limiting the generality of the foregoing, nothing in this Master Development Agreement shall be construed as affecting or influencing in any way the decision of Council for the District with respect to the adoption of the Rezoning Bylaw or OCP Amendment Bylaw.

17.2 Nothing in this Agreement shall relieve the Developer from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands and of which the Developer is the owner at the relevant time. Without limiting the generality of the foregoing, the Developer shall remain fully responsible to ensure that the development of the Lands is in full compliance with all requirements of the bylaws of the District respecting land development, zoning, subdivision and building construction and the payment of

development costs charges and others fees and charges as determined on the rates applicable at the appropriate time, regardless of the rates in force at the time of execution of this Agreement.

- 17.3 The parties acknowledge that the approving officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the approving officer in respect of any application to subdivide the Lands.

## **18.0 INTERPRETATION**

18.1 In this Agreement:

- (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope;
- (c) a reference to currency means Canadian currency;
- (d) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;
- (e) a reference to time or date is to the local time or date in Ucluelet, British Columbia;
- (f) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
- (g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and
- (h) a reference to Part means a Part of this Agreement and the word Section means a separately enumerated provision within a Part, and the words Section or Part followed by a number or some combination of numbers and letters refers to a Section or Part of this Agreement.

## 19.0 GENERAL PROVISIONS

19.1 Notice: It is hereby mutually agreed that any notice required to be given under this agreement will be deemed to be sufficiently given if:

- (a) delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

If to the District:

P.O. Box 999  
Ucluelet, B.C. V0R3A0  
Attention: Geoff Lyons  
Fax No.: 250-726-7335

If to the Developer:

925 West Georgia Street  
Vancouver, B.C. V6C 3L2  
Attention: Charles Smith  
Fax No.: 604-688-8256

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

19.2 Time: Time is to be the essence of this Agreement.

19.3 Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees and successors in title.

19.4 Waiver: The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is

not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- 19.5 Cumulative Remedies: No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 19.6 Entire Agreement: This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.
- 19.7 Further Assurances: Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 19.8 Amendment: No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are in writing and duly executed by all parties to this Agreement.
- 19.9 Law Applicable: This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**THE DISTRICT OF UCLUELET** by its )  
 authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Mayor Dianne St. Jacques )  
 )  
 )  
 \_\_\_\_\_ )  
 Corporate Administrator Geoff Lyons )

**WEYERHAEUSER COMPANY LTD.** )  
 by its authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )

**SCHEDULE "A"**

**Rezoning Bylaw**

**District of Ucluelet**

**Bylaw No. 1006, 2005**

A Bylaw to Amend the "District of Ucluelet Zoning Bylaw No. 800, 1999".

---

**WHEREAS** application has been made to create a comprehensive development CD-5 zone on Lot 3 District Lots 286, 471, 472 and 473 Clayoquot District Plan VIP75113 Except that part in Plan VIP77604, Lot 4 District Lots 285, 286 and 473 Clayoquot District Plan VIP75113 and District Lot 283 Clayoquot District Except part in Plans 31490 and 26106 and to rezone those lands to the CD-5 Zone;

**NOW THEREFORE**, the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

- 1) The District of Ucluelet Zoning Bylaw No. 800, 1999 is amended by adding as section 2.27 the provisions contained in Schedule "A".
- 2) The following lands are removed from the Rural District RU Zone and placed in the Comprehensive Development CD-5 Zone:
  - (a) Lot 3 District Lots 286, 471, 472 and 473 Clayoquot District Plan VIP75113 Except that part in Plan VIP77604;
  - (b) Lot 4 District Lots 285, 286 and 473 Clayoquot District Plan VIP75113; and
  - (c) District Lot 283 Clayoquot District Except part in Plans 31490 and 26106.
- 3) This bylaw may be cited as the "District of Ucluelet Zoning Amendment Bylaw No. 1006, 2005".

**READ A FIRST TIME** this 26<sup>th</sup> day of **July, 2005**

**READ A SECOND TIME** this 26<sup>th</sup> day of **July, 2005**

**AMENDED SECOND READING** this 13<sup>th</sup> day of **September, 2005**

**FURTHER AMENDED SECOND READING** this 20 day of **September, 2005**

**PUBLIC HEARING** held this \* day of \*

**READ A THIRD TIME** this \* day of \*

**ADOPTED** this \* day of \*

**CERTIFIED A TRUE AND CORRECT COPY** of "District of Ucluelet Zoning Amendment Bylaw No. 1006, 2005."

---

Dianne St. Jacques  
Mayor

---

Gale Shier  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

---

Gale Shier  
Corporate Officer



**Schedule "A"**

**2.27 Weyerhaeuser Lands CD-5 Zone**

The area of comprehensive development has been broken down into five different development areas and the entirety of the lands are characterized under the Overall Illustrative Land Use Concept Plan, Density Plan (CD Zoning Plan) and Trail Network Plan.

Appendix I: Overall Illustrative Land Use Concept Plan & Density Plan

Appendix II: Trail Network Plan

Appendix III: Development Area #1

Appendix IV: Development Area #2

Appendix V: Development Area #3

Appendix VI: Development Area #4

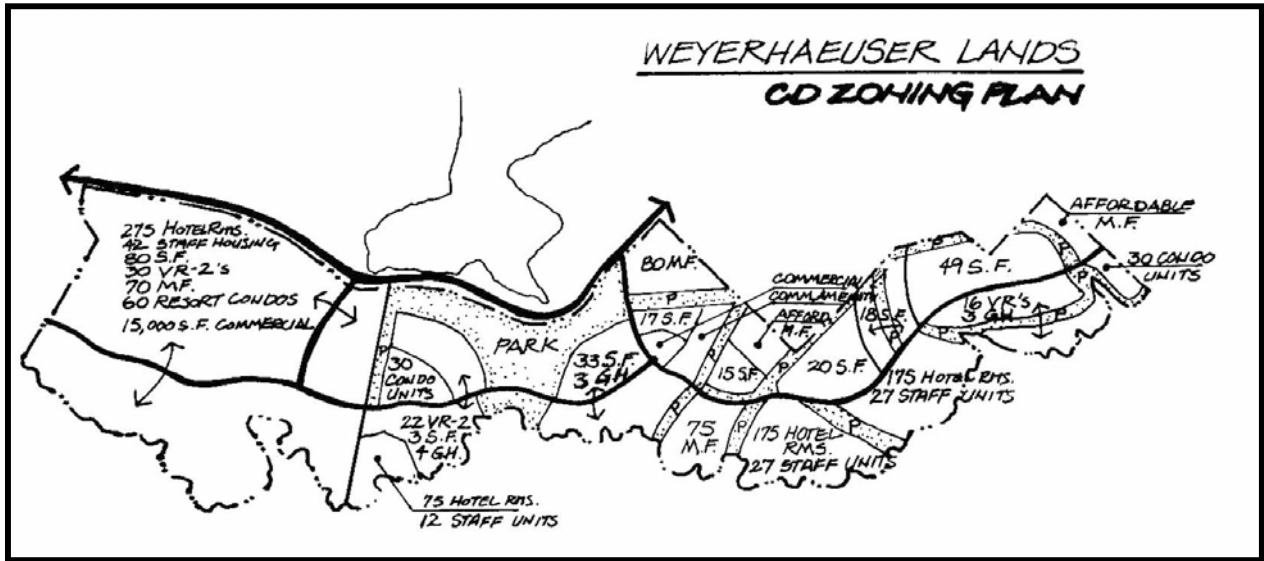
Appendix VII: Development Area #5

The Density Plan outlines the use and density of the entire comprehensive development site. The Illustrative Land Use Concept Plan is meant to show scale and potential locations of buildings and structures but may not represent the ultimate location and placement of such. The Trail Network Plan similarly shows the approximate location of the Wild Pacific Trail and subsidiary trails on the lands.

The project densities are based on a 15% parkland dedication/amenity contribution requirement which will be in the form of a Central Park dedication, cash contributions, public recreational amenities, and open space, green space and trail areas secured by either dedication or statutory right of way.

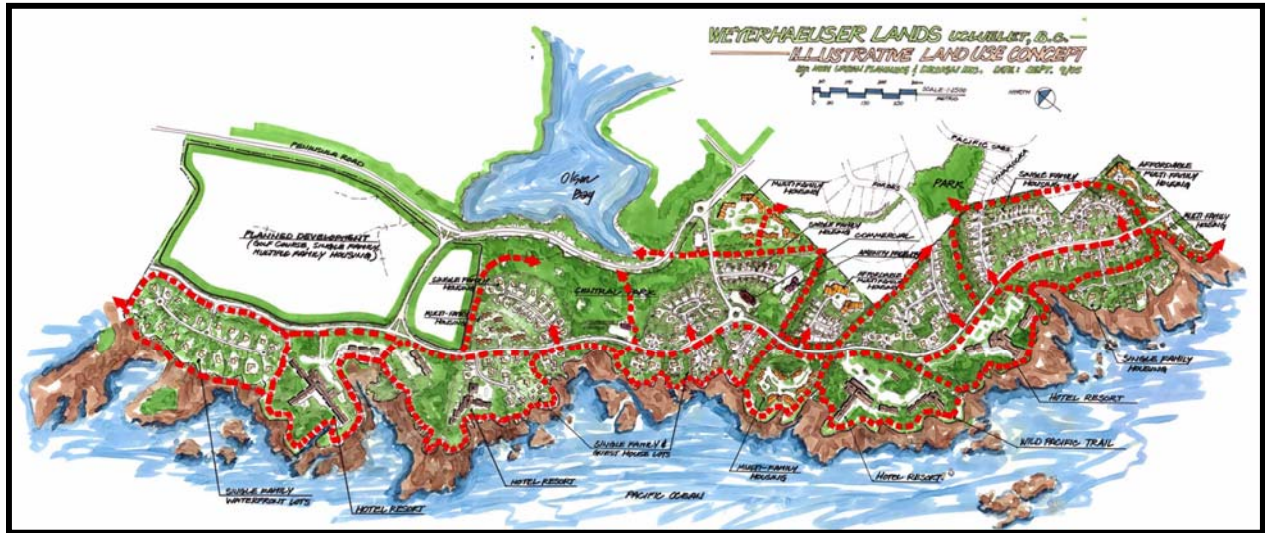


Density Plan



## Appendix II

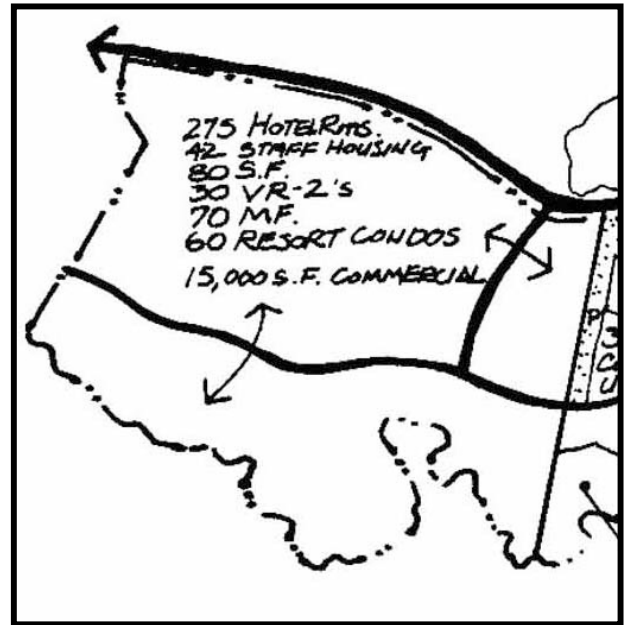
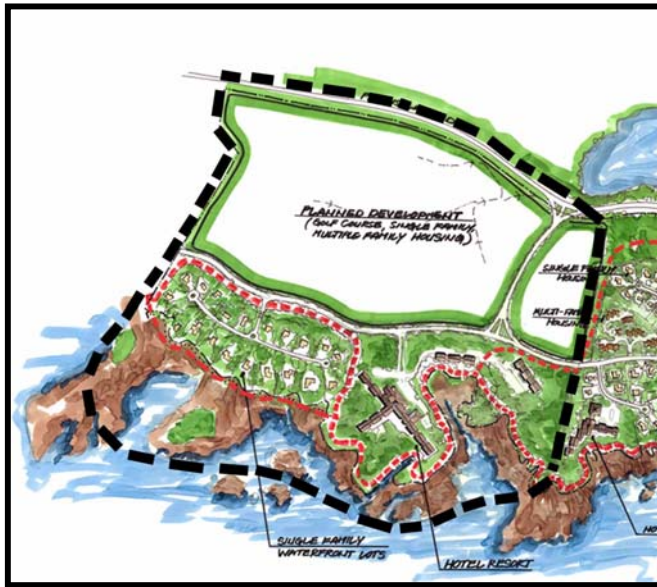
### Trail Network Plan



### Appendix III

#### Development Area # 1

This area is intended to provide for Tourist Commercial, Single Family Residential, Multifamily Residential, Golf Course, Resort Condominium, Vacation Rental and Retail Trade and Servicing development.



#### Permitted Land Uses

Permitted Uses	Maximum Density	Minimum Lot Size
Hotel (including Spa and Restaurant facilities) ❶	275 hotel units	10 acres
Staff Housing	No maximum but 15% minimum of Hotel Units (e.g. 42 units (minimum) at full build out of 275 hotel units).	N/A
Single Family Residential	40 lots	0.25 acres
	40 lots	8000-15,000
Vacation Rental (VR-2)	30 lots	0.4 acres
Multiple Family Residential ❷	70 units ❷	1 acre
Resort Condominiums ❷	60 units ❷	1 acre
Golf Course w/clubhouse	N/A	N/A
Retail Trade and Services	15,000 ft <sup>2</sup>	N/A
Park		
Accessory Parking		
Accessory Buildings and Structures		

❶ Hotel units only permitted when developed in conjunction with associated Staff Housing Units, either on or off site.

② Only 50% of maximum density of Multiple Family Residential and Resort Condominium units permitted until at least 10 Affordable Housing units developed and an occupancy permit issued for them in Development Area #3.

### Building and Structure Specifications

	Permitted Use			
	Hotel (Spa/ Restaurant)	Single Family Residential/ Vacation Rental	Multiple Family Residential	Resort Condominiums
Maximum Height of Principle Building	12 m (40 ft.)	9 m (29.5 ft.)	11 m (36 ft.)	11 m (36 ft.)
	3 stories	2½ stories	3 stories	3 stories
Maximum Height of Accessory Buildings and Structures	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)
Minimum Width	N/A	N/A	N/A	N/A
Minimum Lot Frontage	N/A	25 m (82 ft.)	23 m (75 ft.)	23 m (75 ft.)
Maximum Lot Coverage	20%	20%	30%	30%
Total Floor Area for all Accessory Buildings	75 m <sup>2</sup> (800 ft <sup>2</sup> .)	40 m <sup>2</sup> (430 ft <sup>2</sup> .)	40 m <sup>2</sup>	40 m <sup>2</sup>

### Minimum Building Setbacks

Permitted Use	Structure	Front lot line setback	Rear lot line setback	Exterior lot line setback	Interior lot line setback
Resort Condominiums	Principle Building	From all property lines: 10m (33 ft.) ①			
	Accessory Buildings and Structures	7.5 m	7.5 m	7.5 m	8 m
Hotel (Spa and Restaurant as part of Principle building)	Principle Building	7.5 m	7.5 m	7.5 m	7.5 m
	Accessory Buildings and Structures	7.5 m	7.5 m	7.5 m	7.5 m
Vacation Rentals (VR-2)	Principle Building	7.5 m	6 m (20 ft.)	7.5 m	7.5 m ② (26 ft.)
	Accessory buildings and structures	7.5 m (25 ft.)	7.5 m	7.5 m	7.5 m

Single Family Residential	Principle Building ④ ⑤	7.5 m	5.0m	5.0m	5.0m
	Accessory Buildings and structures	7.5m (16.5 ft.)	5.0m (16.5 ft.)	5m (16.5 ft.)	5m (16.5 ft.)
Multiple Family Residential	Principle Building	From all property Lines: 10 m (33 ft.) <sup>②</sup>			
	Accessory buildings and structures	7.5 m (25 ft.)	7.5 m	7.5 m	7.5 m

- ⊇ 15 metre minimum setback from any lot line abutting a residential area excluding VR-2's
- ② 10 metre minimum setback from any lot line abutting a residential area
- ③ 15 m setback for properties accessing the main road
- ④ 10 m corresponding setback for single family residential structures adjacent to the golf course
- ⑤ 7.5 m on all property lines for single family residential lots on the waterfront

### **Off-Street Parking and Loading**

Off-street parking and loading shall be provided according to Part IV of this Bylaw.

### **Landscaping and Screening**

Landscaping and Screening shall comply with the requirements outlined in Part V of this Bylaw.

### **Play and Recreation Area Requirements**

Wild Pacific Trail extension and subsidiary "loop" trails secured by dedication or statutory right of way prior to occupancy of any buildings in this Development Area.

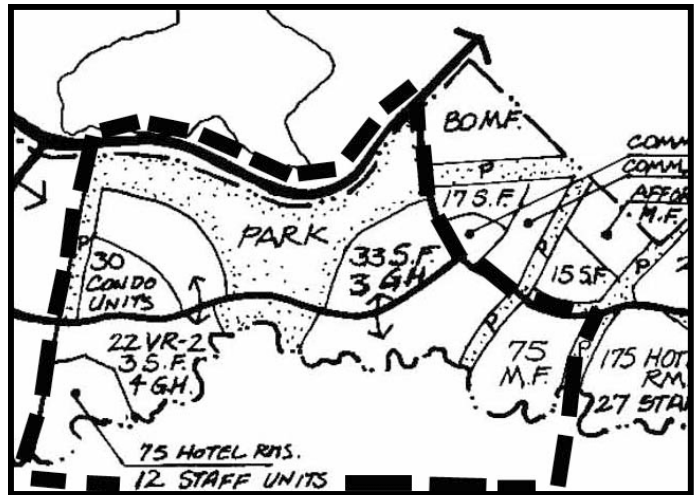
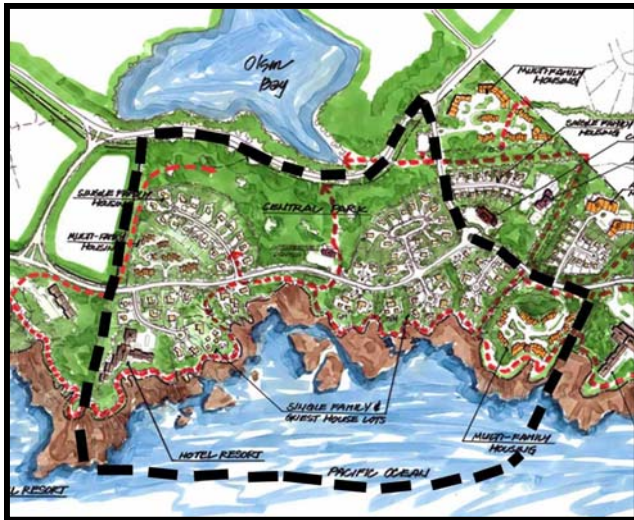
### **Additional Requirements**

- (a) Refer to the general regulations on accessory buildings and structures in Section 6.5 of this Bylaw.
- (b) Secondary suites are permitted within single family dwellings subject to Section 6.8 of this Bylaw.

### Appendix IV

#### Development Area #2

This area is intended to provide for Tourist Commercial, Guest House, Single Family Residential, Multiple Family Residential, Vacation Rental (VR-2) and Resort Condominium development with a significant park feature.



#### Permitted Land Uses

Permitted Uses	Maximum Density	Minimum Lot Size
Hotel (including Spa and Restaurant facilities) ①	75 hotel units	5 acres
Staff Housing	No maximum but 15% minimum of Hotel Units (e.g. 12 units (minimum) at full build out of 75 hotel units).	N/A
Vacation Rental (VR-2)	22 lots	0.4 acres
Single Family Residential	26 lots	0.4 acres (with access from main road) 0.35 acres (with access off minor collector roads)
	10 lots	0.25 acres
Multiple Family Residential ②	75 units	2.5 acre
Resort Condominiums ②	30 units	2 acre
Guest House	7 lots	0.5 - 1 acres (2 guest cottages)
		> 1 acres (4 guest cottages)
Park		
Accessory Parking		
Accessory Buildings and Structures		



- ❶ Hotel units only permitted when developed in conjunction with associated Staff Housing Units, either on or off site.
- ❷ Multiple Family Residential and Resort Condominium units only permitted when developed in conjunction with associated affordable housing located in Development Area #3.

**Building and Structure Specifications – Hotel, Single Family Residential, Multiple family Residential, Vacation Rental, Resort condominiums**

	Permitted Use			
	Hotel (including spa and restaurant)	Resort Condominiums	Single Family Residential / Vacation Rental	Multiple Family Residential
Maximum Height of principle Building	12 m (40 ft.) 3 stories	11 m (36 ft.) 3 stories	9 m (29.5 ft.) 2½ stories	11 m (36 ft.) 3 stories
Maximum Height of Accessory Buildings and Structures	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)
Minimum Width	N/A	N/A	N/A	N/A
Minimum Lot Frontage	N/A	30m	25 m (82 ft.)	23 m (75 ft.)
Maximum Lot Coverage	20%	30%	20%	30%
Total Floor Area for all Accessory Buildings	75 m <sup>2</sup> (800 ft <sup>2</sup> .)	0.30	40 m <sup>2</sup> (430 ft <sup>2</sup> .)	40 m <sup>2</sup>

**Buildings and Structure Specifications – Guest House**

Maximum Number of Guest Houses (Single Family Dwelling)	One (1) per lot
Guest Houses Lot Size/Maximum Number of Rooms to Let. Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	4 Rooms 6 Rooms
Cottages ≥ Lot Size/Maximum Number Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	2 Cottages 4 Cottages

Maximum Floor Area per Cottage (gross floor area)	46.45 m <sup>2</sup> (500 ft. <sup>2</sup> )
Total Floor Area for Accessory Buildings Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	93 m <sup>2</sup> (1000 ft. <sup>2</sup> ) 5% of total lot area
Maximum Height of Principle Building	9 m (29.5 ft.)/2½ stories
Maximum Height of all Accessory Buildings, Structures and Cottages	5.5 m (18 ft.)
Minimum Lot Frontage	24 m (80 ft.)
Maximum Lot Coverage	40%

- ❶ Guest Cottages shall not be attached to each other and must exist as separate independent structures.

### Minimum Building Setbacks

Permitted Use	Structure	Front lot line setback	Rear lot line setback	Exterior lot line setback	Interior lot line setback
Hotel (Spa and restaurant as part of Principle Building)	Principle Building	7.5 m	8.0 m	8.0 m	5.0 m ❶
	Accessory buildings and structures	7.5 m	5.0 m	5.0 m	5.0 m
Guest House	Principle Building	7.5 m (25 ft.)	6 m (20 ft.)	7.5 m (25 ft.)	4 m (13 ft.)
	Guest Cottages ❷	7.5 m (25 ft.)	4 m (13 ft.)	7.5 m (25 ft.)	7.5 m (25 ft.)
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)
Resort Condominiums	Principle Building	From all property lines: 7.5m (25 ft.) ❸			
	Accessory Buildings and Structures	5 m	5 m	7.5 m	7.5 m
Single Family Residential	Principle Building /upland (properties < .4 acres)	7.5 m (25 ft.) ❹	5 m (16.5 ft.)	5 m (16.5 ft.) ❺	2.5 m (8.2 ft.) ❻
	Accessory buildings and structures	7.5 m (25 ft.)	2.5 m (8.2 ft.)	5 m (16.5 ft.)	2.5 m (8.2 ft.)
	Principle Building /upland properties > .4 acres	7.5 m (25 ft.) ❹	5.0 m (16.5 ft.)	5 m (16.5 ft.)	4 m (13 ft.)
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	2.5 m (8.2 ft.)

	Principle Building / Waterfront	7.5 m (25 ft.) ⑥	7.5 m(25 ft.)	7.5 m(25 ft.)	7.5 m(25 ft.)
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)
Multiple Family Residential	Principle Building	From all property Lines: 10 m (32 ft.)⑤			
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)
Vacation Rentals (VR-2)	Principle Building	7.5 m (25 ft.)	6 m (20 ft.)	7.5 m (25 ft.)	7.5 m (25 ft.)
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)

- ① 10 metre setback from any single family residential or VR area
- ② Cottages, accessory buildings and structures shall be located to the rear of the front face of the building, not less than 3 m (10 ft.) from any portion of the principle building
- ③ 15 metre minimum setback from any lot line abutting a residential area; 15 m setback from lot line of adjacent land parcel located to the NW. 8.0 metre setback from any Vacation Rental use.
- ④ Total of interior and exterior side setbacks shall not be less than 20% of the lot width.
- ⑤ 15 metre minimum setback from any lot line abutting a residential area
- ⑥ 15 m front setback for properties with access onto the main road

### Off-Street Parking and Loading

Off-street parking and loading shall be provided according to Part IV of this Bylaw.

### Landscaping and Screening

Landscaping and Screening shall comply with the requirements outlined in Part V of this Bylaw.

### Play and Recreation Area Requirements

“Central Park” to be dedicated and Wild Pacific Trail extension and subsidiary “loop” trails secured by dedication or statutory right of way prior to occupancy of any buildings in this Development Area, or relevant portion of area developed if area subdivided. The Wild Pacific Trail shall be built to the satisfaction of the District of Ucluelet before subdivisions are registered.

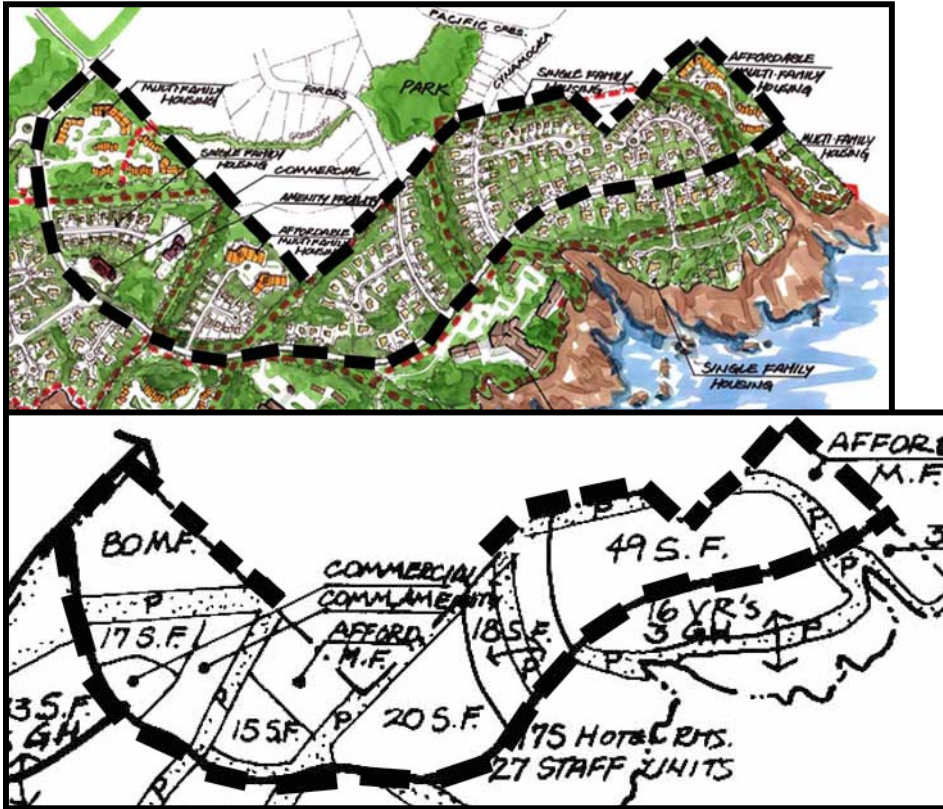
***Additional Requirements***

- (a) Refer to the general regulations on accessory buildings and structures in Section 6.5 of this Bylaw.
- (b) Secondary suites are permitted within single family dwellings subject to Section 6.8 of this Bylaw.

### Appendix V

#### Development Area #3

This area is intended to provide for Residential, Single Family Residential, Multiple Family Residential, affordable housing, Institutional and Community uses, and retail trade and services.



**Permitted Land Uses**

Permitted Uses	Maximum Density	Minimum Lot Size
Single Family Residential	55-70 lots	0.4 acres (with access from main road) ❷ 0.35 acres (with access off minor collector roads) 7001 – 15,000 ft <sup>2</sup> 4000 – 7000 ft <sup>2</sup>
	10-15 lots	
	40-50 lots	
Multiple Family Residential ❶	80 units	2.5 acre
Affordable Housing	No maximum but minimum 1 unit required for every 6.66 residential or multiple family units, or part thereof	3 acre
Retail Trade and Services	15,000 ft <sup>2</sup>	0.5 acre
Institutional	N/A	0.5 acre
Community Use	N/A	N/A
Accessory Parking		
Accessory Buildings and Structures		

- ❶ Multiple family residential units only permitted when developed in conjunction with associated affordable housing located in this Development Area.
- ❷ All properties having access onto the main road shall require shared driveways or dual access agreements.

**Building and Structure Specifications – Single Family Residential, Multi Family Residential, Affordable Housing**

	Permitted Uses					
	Affordable Housing Residential	Retail trade and services	Single Family Residential > 7000 sq. ft.	Single Family Residential 4000- 7000 sq. ft.	Multiple Family Residential	Institutional /Community Use
Maximum Height of principle Building	11 m (36 ft.)/3 stories	10 m (33 ft.)	9 m (29.5 ft.)/2½ stories	9 m (29.5 ft.)/2½ stories	11 m (36 ft.)/3 stories	11 m (36 ft.)/3 stories
Maximum Height of Accessory Buildings and Structures	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)	5.5 m (18 ft.)
Minimum Width	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Lot Frontage	23 m (75 ft.)	N/A	25 m (82 ft.)❶	10 m (33 ft.)	23 m (75 ft.)	23 m (75 ft.)
Maximum Lot	25%	25%	25%	40%	30%	30%

Coverage						
Total Floor Area for all Accessory Buildings	40 m <sup>2</sup>	80 m <sup>2</sup> (861 ft. <sup>2</sup> )	40 m <sup>2</sup> (430 ft. <sup>2</sup> )	40 m <sup>2</sup> (430 ft. <sup>2</sup> )	40 m <sup>2</sup>	40 m <sup>2</sup>

❶ For properties from 7001-15,000 sq. ft., a minimum width of 70 ft. is required.

### Minimum Building Setbacks

Permitted Use	Structure	Front lot line setback	Rear lot line setback	Exterior lot line setback	Interior lot line setback
Single Family Residential	Principle Building Residential lots 4000-7000 sq. ft.	5.0 m ❶	5.0 m	5.0m	2.0m ❸
	Accessory buildings and structures	7.5 m (25 ft.)	5.0 m	5.0m	5.0m
	Principle Building Residential lots >7000 sq. ft.	7.5 m (25 ft.) ❶	5.0 m	5.0m	5.0m ❸
	Accessory buildings and structures	7.5 m (25 ft.)	5.0 m	5.0m	5.0m
Multiple Family Residential	Principle Building	From all property Lines: 8 m (32 ft.) ❷			
	Accessory buildings and structures	7.5 m (25 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)	5 m (16.5 ft.)

❶ 15 m setback for properties with access onto the main road

❷ 10 metre minimum setback from any lot line abutting a residential area

❸ Total of interior and exterior side setbacks shall not be less than 20% of the lot width.

### Off-Street Parking and Loading

Off-street parking and loading shall be provided according to Part IV of this Bylaw.

### Landscaping and Screening

Landscaping and Screening shall comply with the requirements outlined in Part V of this Bylaw.

### **Play and Recreation Area Requirements**

Wild Pacific Trail extension and subsidiary “loop” trails secured by dedication or statutory right of way prior to occupancy of any buildings in this Development Area, or relevant portion of area developed if area subdivided. The Wild Pacific shall be built to the satisfaction of the District of Ucluelet before subdivisions are registered.

### ***Additional Requirements***

- (a) Refer to the general regulations on accessory buildings and structures in Section 6.5 of this Bylaw.
- (b) Secondary suites are permitted within single family dwellings subject to Section 6.8 of this Bylaw.

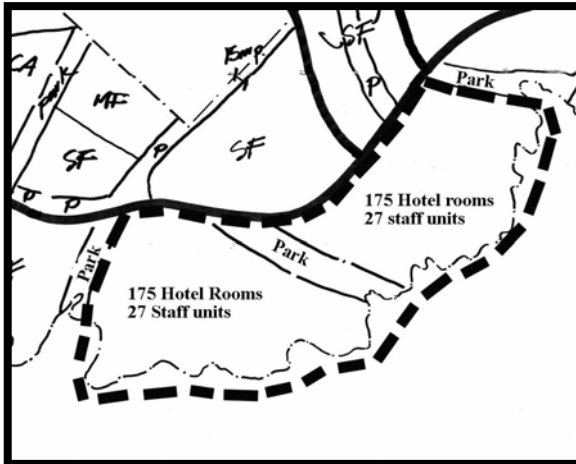


**Appendix VI**

**Development Area #4**

This area is intended to provide for Tourist Commercial uses and staff accommodation.

**Permitted Land Uses**



- ① Hotel units only permitted when developed in conjunction with associated Staff Housing Units, either on or off site.

Building and Structure



Permitted Uses	Maximum Density	Minimum Lot Size
(2) Hotels (including Spa and Restaurant facilities) ①	350 hotel units maximum (Total)	10 acres
Staff Housing	No maximum but 15% minimum of Hotel Units (e.g. 52 units (minimum) at full build out of 350 hotel units).	N/A
Park		
Accessory Parking		
Accessory Buildings and Structures		

**Specifications**

	Max. Height of principle Building	Max. Height of Accessory Buildings and Structures	Min. Width	Min. Lot Frontage	Max. Lot Coverage	Total Floor Area for all Accessory Buildings
Hotel (Spa/ Rest.)	12 m (40 ft.) 3 stories	5.5 m (18 ft.)	N/A	N/A	20%	75 m <sup>2</sup>

**Minimum Building Setbacks**

Permitted Use	Structure	Front lot line setback	Rear lot line setback	Exterior lot line setback	Interior lot line setback
	Principle Building	7.5 m	8.0 m	8.0 m	5.0 m ①

as part of Principle building)	Accessory buildings and structures	7.5 m	5.0 m	5.0 m	5.0 m
--------------------------------	------------------------------------	-------	-------	-------	-------

- 15 metre minimum setback from any lot line abutting a residential area

### **Off-Street Parking and Loading**

Off-street parking and loading shall be provided according to Part IV of this Bylaw.

### ***Landscaping and Screening***

Landscaping and Screening shall comply with the requirements outlined in Part V of this Bylaw.

### **Play and Recreation Area Requirements**

Wild Pacific Trail extension and subsidiary “loop” trails secured by dedication or statutory right of way prior to occupancy of any buildings in this Development Area, or relevant portion of area developed if area subdivided. The Wild Pacific shall be built to the satisfaction of the District of Ucluelet before subdivisions are registered.

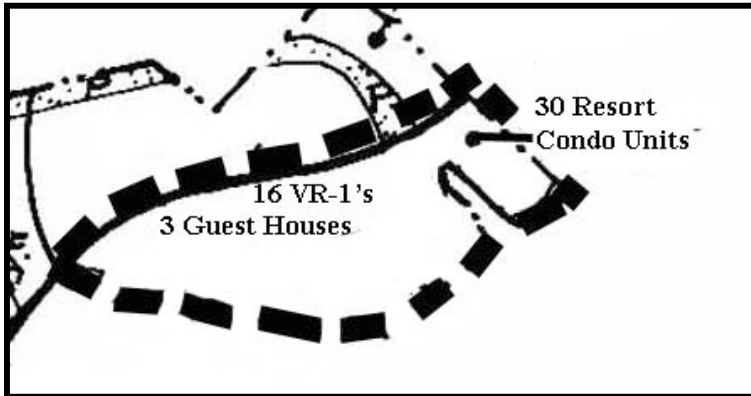
### ***Additional Requirements***

- (a) Refer to the general regulations on accessory buildings and structures in Section 6.5 of this Bylaw.
- (b) Secondary suites are permitted within single family dwellings subject to Section 6.8 of this Bylaw.

**Appendix VII**

**Development Area #5**

This area is intended to provide for Residential and Resort Condominium development.



**Permitted Land Uses**

Permitted Uses	Maximum Density	Minimum Lot Size
Vacation Rental (VR-1) ②	16 lots	0.5 acres (with access from main road) ②
		0.35 acres (with access off minor collector roads)
Resort Condominiums	30 units	2.5 acres
Guest House ②	3	0.5 acres (2 guest cottages)
		> 0.5 acres (4 guest cottages)
Accessory Parking		
Accessory Buildings and Structures		

② All residential properties having access onto the main road shall require shared driveways or dual access agreements.

**Building and Structure Specifications**

	Permitted Use	
	Vacation Rental	Resort Condominiums
Maximum Height of principle Building	9 m (29.5 ft.)/2½ stories	11 m (36 ft.)/3 stories
Maximum Height of Accessory Buildings	5.5 m (18 ft.)	5.5 m (18 ft.)

and Structures		
Minimum Width	N/A	N/A
Minimum Lot Frontage	25 m (82 ft.)	23 m (75 ft.)
Maximum Lot Coverage	25%	25%
Total Floor Area for all Accessory Buildings	40 m <sup>2</sup> (430 ft. <sup>2</sup> )	40 m <sup>2</sup>

### **Buildings and Structure Specifications (Guest House)**

Maximum Number of Guest Houses (Single Family Dwelling)	One (1) per lot
Guest Houses Lot Size/Maximum Number of Rooms to Let. Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	4 Rooms 6 Rooms
Cottages ≥ Lot Size/Maximum Number Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	2 Cottages 4 Cottages
Maximum Floor Area per Cottage (gross floor area)	46.45 m <sup>2</sup> (500 ft. <sup>2</sup> )
Total Floor Area for Accessory Buildings Lots 2000-4000 m <sup>2</sup> Lots > 4000 m <sup>2</sup>	93 m <sup>2</sup> (1000 ft. <sup>2</sup> ) 5% of total lot area
Maximum Height of Principle Building	9 m (29.5 ft.)/2½ stories
Maximum Height of all Accessory Buildings, Structures and Cottages	5.5 m (18 ft.)
Minimum Lot Frontage	24 m (80 ft.)
Maximum Lot Coverage	40%

- ❶ Guest Cottages shall not be attached to each other and must exist as separate independent structures.

### Minimum Building Setbacks

Permitted Use	Structure	Front lot line setback	Rear lot line setback	Exterior lot line setback	Interior lot line setback
Resort Condominiums	Principle Building	From all property lines: 10m (33 ft.) ❶			
	Accessory Buildings and Structures	7.5 m	7.5 m	7.5 m	7.5 m
Residential	Single family Residential	7.5 m ❷	5.0m	5.0m	5.0m ❸
	Single Family Residential/ Waterfront	7.5 m (25 ft.)	7.5 m (25 ft.)	7.5 m (25 ft.)	7.5 m (25 ft.)

- ⊇ 15 metre minimum setback from any lot line abutting a residential area excluding VR-2's
- ② 30 metre minimum setback from any lot line abutting a hotel area
- ③ 15 m setback for properties accessing the main road

### **Off-Street Parking and Loading**

Off-street parking and loading shall be provided according to Part IV of this Bylaw.

### ***Landscaping and Screening***

Landscaping and Screening shall comply with the requirements outlined in Part V of this Bylaw.

### **Play and Recreation Area Requirements**

Wild Pacific Trail extension and subsidiary "loop" trails secured by dedication or statutory right of way prior to occupancy of any buildings in this Development Area, or relevant portion of area developed if area subdivided. The Wild Pacific shall be dedicated and built to the satisfaction of the District of Ucluelet before subdivisions are registered and/or structures are occupied.

### ***Additional Requirements***

- (a) Refer to the general regulations on accessory buildings and structures in Section 6.5 of this Bylaw.
- (b) Secondary suites are permitted within single family dwellings subject to Section 6.8 of this Bylaw.

**SCHEDULE "B"**  
**OCP Amendment Bylaw**  
**DISTRICT OF UCLUELET**  
**Bylaw No. 1007, 2005**

A bylaw to amend the "District of Ucluelet Official Community Plan Bylaw No. 900, 2004".

---

**WHEREAS** Council has caused an Official Community Plan to be prepared in accordance with the provisions of Sections 877, 878 and 879 of the Local Government Act and other relevant sections as referenced therein;

**AND WHEREAS** Council deems it necessary to amend the Official Community Plan for the District of Ucluelet;

**AND WHEREAS** Section 876 of the Local Government Act provides that Council may, by bylaw, amend an Official Community Plan;

**NOW THEREFORE** the Council of the District of Ucluelet, in an open meeting assembled, enacts as follows:

1. Appendix II of the District of Ucluelet Official Community Plan Bylaw No. 900, 2004 is amended by replacing the text and tables under the heading "Comprehensive Development (CD)" with the text and tables attached to and labelled as Schedule "A" to this Bylaw.
2. This bylaw may be cited for all purposes as "District of Ucluelet Official Community Plan Amendment Bylaw No. 1007, 2005".

**READ A FIRST TIME** this 26<sup>th</sup> day of **July, 2005**

**READ A SECOND TIME** this 26<sup>th</sup> day of **July, 2005**

**AMENDED SECOND READING** this 20<sup>th</sup> day of **September, 2005**

**PUBLIC HEARING** held this \* day of \*

**READ A THIRD TIME** this \* day of \*

**ADOPTED** this \* day of \*

**CERTIFIED A TRUE AND CORRECT COPY** of the "District of Ucluelet Official Community Plan Amendment Bylaw No. 1007, 2005."

---

Dianne St. Jacques  
Mayor

---

Gale Shier  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

---

Gale Shier  
Corporate Officer

**Bylaw No. 1007, 2005**

**Schedule "A"**

**Comprehensive Development (CD):**

This designation includes large undeveloped or forested areas, which may be developed according to a master plan to include a mixture of uses at a maximum density of 5 units per hectare. However this maximum density may be increased further to a maximum of 25 units per hectare upon provision of additional public open space and other public amenities. A combination of different land uses may be accommodated in a Comprehensive Development Area based on the following density equivalency table.

<b>One "planning" Unit</b>	<b>=</b>	<b>0.5</b> single family dwelling unit/mobile-modular home
		<b>0.3</b> small lot single family residential lots (3800-7000 sq. ft.)
		<b>0.8</b> vacation rental lots
		<b>0.3</b> Guest House Lots (Minimum Lot Size 0.5 acres-1 acre)
		<b>1.0</b> multiple family dwelling unit
		<b>0.8</b> resort condominium units
		<b>2.0</b> hotel rooms in a hotel with eating and drinking facilities
		<b>3</b> motel units with kitchen facilities
		<b>3</b> motel units or camping spaces without kitchen facilities
		<b>2</b> recreational vehicle pads
		<b>30</b> square metres of gross floor area for environmentally friendly industrial uses
		<b>30</b> square metres of gross floor area of an eating & drinking establishment
		<b>40</b> square metres of gross floor area of retail commercial, personal service (beauty salons, barbers, dry cleaning, health care etc.,)
	<b>40</b> square metres of gross floor area of a public assembly or recreational use.	

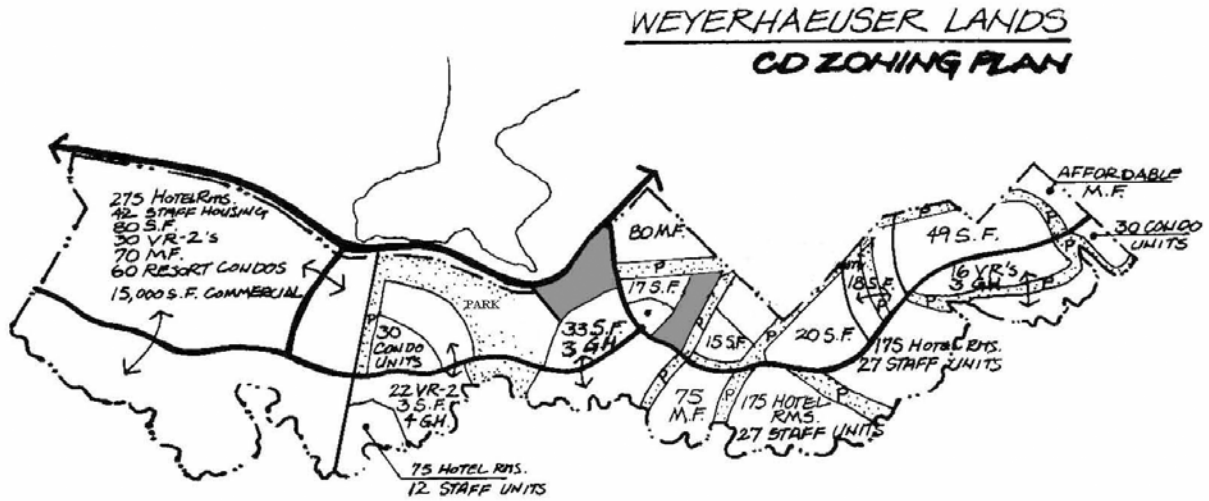
The base density of 5 units per hectare assumes dedication of 5% of the CD Area for public open space or parkland. This base density may be increased in the following manner:

Open Space Dedication/Amenity Contribution	Maximum Density Allowed
5%	5 units/ha
15%	10 units/ha
25%	15 units/ha
35%	20 units/ha
40%	25 units/ha



### SCHEDULE "C"

### CD Zoning Plan



# SCHEDULE "D"

## Concept Plan





## SCHEDULE "F"

### Wild Pacific Trail Statutory Right of Way

#### TERMS OF INSTRUMENT - PART 2

---

---

#### WHEREAS:

- A. The Grantor is the registered owner of an estate in fee-simple of the following land in the Province of British Columbia:
- PID
- [Parent Parcel, or if subdivided, legal description of parcel being developed]***
- (the "**Grantor's Lands**");
- B. The Grantee is the District of Ucluelet;
- C. The Grantee wishes to be able to maintain a public recreational trail commonly known as the Wild Pacific Trail for the use and enjoyment of the public whether by a pedestrian, bicyclist, or person on or with other non-motorized modes or transportation or recreation, and any waste or recycling receptacles, telephones, outhouses, ground treatment, benches, stairs, boardwalks, bridges, gates, fences, signage, drainage, handrails, lighting, barriers or other improvements in connection therewith (the "**Public Trail**"), in perpetuity over a portion of the Grantor's Lands and the Grantor has agreed to grant this Statutory Right of Way for that purpose on the terms hereinafter set forth;
- D. It is necessary for the operation and maintenance of the Grantee's undertaking of the provision of a wilderness trail for the use and enjoyment of the general public that a right of way be established in accordance with this document.

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

#### **1.0 THE GRANTOR DOES HEREBY:**

- 1.1 grant, convey, confirm and transfer, in perpetuity, to the Grantee, its successors and assigns and all of its employees, agents, servants, licensees and all members of the public who might so desire, at all times by day or night, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way

to enter, use, go, return, pass or otherwise as may be permitted in the sole discretion of the Grantee over and across that portion of the Grantor's Lands comprising the Public Trail as shown outlined on Right of Way Plan VIP \_\_\_\_\_, a reduced copy of which is attached hereto as Schedule "A" (the "**Right of Way Area**");

- 1.2 grant, convey, confirm and transfer, in perpetuity, to the Grantee, its successors and assigns and all of its employees, agents, servants, workers and contractors together with machinery, vehicles, equipment and materials, the right to go upon, return, pass over and use the Right of Way Area for the purposes of installing, maintaining, repairing, improving, inspecting and replacing the Public Trail and any improvements in connection therewith for the better use of and enjoyment of the Right of Way Area by members of the public.

**2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE** as follows:

- 2.1 The Grantor will not, nor permit any other person, without the written consent of the Grantee first had and obtained, which consent will not be unreasonably withheld:

- (a) to make, place, erect, install or maintain after the date hereof, any building, structure, excavation, pile of material or other obstruction in, under, or over the Right of Way Area so that it in any way interferes with or damages or prevents access along or over the Public Trail;
- (b) not to do any act or thing which will interfere or injure the Public Trail or any improvement constructed on, under or over the Right of Way Area by the Grantee except as agreed upon in writing by the Grantee.

- 2.2 The Grantor will permit the Grantee and every member of the public to peaceably hold and enjoy the rights hereby granted.

- 2.3 The Grantor will release and forever discharge, indemnify and save harmless the Grantee, its elected and appointed officers, employees, agents and contractors from any and all claims, suits, actions, demands, liability, loss or injury which the Grantor or anyone else may suffer or sustain arising from or connected with the Grantor's breach of paragraph 2.1 of this Agreement.

**3.0 THE GRANTEE COVENANTS WITH THE GRANTOR** as follows:

- 3.1 In the exercise of any of its rights granted herein, the Grantee will restore the surface of the Grantor's Lands following the carrying out of such right as nearly as is reasonably possible to the condition that the Grantor's Lands was in before such disturbance except that it is agreed and understood by the parties that the

Public Trail is intended to remain as a permanent improvement on the Grantor's Lands.

- 3.2 The Grantee will keep the Public Trail and improvements constructed or placed by the Grantee on the Right of Way Area in a safe and reasonable state of repair.
- 3.3 The Grantee shall indemnify and keep indemnified the Grantor from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Grantor or which the Grantor incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the Grantee's exercise of its rights under this Agreement or with the Grantee's or the public's use of the Right of Way Area, except that caused by, or to the extent contributed by, the negligence of the Grantor.

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

- 4.1 No part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of this Agreement, and the Grantor may fully use and enjoy all of the Grantor's Lands subject only to the rights and restrictions in this Agreement.
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Public Trail and all amenities or other improvements of the Grantee on the Right of Way Area as permitted under this Agreement shall remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee.
- 4.3 Nothing in this Agreement shall be interpreted as restricting the Grantee's right to make rules or impose restrictions or prohibitions regarding use of the Public Trail.
- 4.4 The covenants herein shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's ownership of any interest in the lands of the Grantor.
- 4.5 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 4.6 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee 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 Grantor's Lands as if the Agreement had not been executed and delivered by the Grantor.

- 4.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns and their heirs and administrators respectively.
- 4.8 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.

**[Note: the following priority paragraph to be used if there are encumbrances on title at time of registration]**

- 4.9 \_\_\_\_\_, as the registered holder of a charge by way of \_\_\_\_\_ against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under #\_\_\_\_\_, 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 Right of Way shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

## SCHEDULE "G"

### Set Back Area /Greenspace Covenant

#### TERMS OF INSTRUMENT - PART 2

---

---

#### W H E R E A S:

- A. The Grantor is the registered owner in fee simple of
- PID:  
***[Insert legal description of subdivided parcel of land]***
- (the "Lands");
- B. The Grantee is the District of Ucluelet;
- C. The Grantor has applied to the Grantee's Approving Officer for subdivision of the Lands to create ***[Identify type of lot: e.g. single family residential lots, or hotel resort or multiple family residential etc]*** (the "Lot(s)");
- D. In accordance with the Master Development Covenant ("MDA") executed and registered in 2005, the Grantor agreed to restrict the development and use of the Lands and preserve certain amenities in their natural state in accordance with the terms of this Covenant, and wishes to grant this Covenant and indemnity to the Grantee;
- E. 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 or that a specified amenity is to be protected, preserved, maintained, enhanced, restored or kept in its natural state, 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. For the purposes of this Covenant:

**"Set Back Area"** means the area of the Lands inward from each of the respective lot lines to the distances according to the use of the Lot identified on Schedule "A" to this Covenant.

**"Trees"** means any living, erect, woody plant which is:

- (a) 5 metres (16.3 feet) or more in height, or
  - (b) 10 centimetres (3.9 inches) or more in diameter measured 1.5 metres above the ground.
2. The Grantor covenants and agrees, notwithstanding broader or greater uses and regulations in the Grantee's Zoning Bylaw as amended from time to time, not to (nor apply for a building permit to) construct, erect or place any building or structure in the Set Back Area.
3. The Grantor covenants and agrees that it shall not use (nor permit the use of) the Set Back Area for any use other than green space and a driveway.
4. The Grantor further covenants and agrees to preserve the Set Back Area substantially in its natural state and, without limiting the foregoing, not to cut, trim, damage, defoliate or remove Trees or vegetation or excavate or remove soil or place fill on the Set Back Area unless such action is necessary to:
  - (a) provide a single driveway for ingress and egress from the highway fronting the Lands to the non-Set Back Area;
  - (b) build, construct, install, erect, maintain, repair or upgrade a building or structure on the non-Set Back Area of the lands, subject however to the prior approval of the Grantee, whether such approval would or would not normally be required but for this Covenant; and
  - (c) prevent or remove an immediate hazard to the safety of persons or property, including without limitation hazards caused by blow down, subject however to the provision of written notice, in advance if possible, to the Grantee.
5. Notwithstanding section 4, the Grantor may:
  - (a) as long as Trees are not harmed or removed, alter or remove vegetation or place or remove fill in the Set Back Area in order to provide ocean views or additional high quality landscaping, subject to the provision of additional high quality landscaping; and

- (b) on the initial development of the Lands and one time only (except for the ongoing maintenance of views created by this section), remove or alter up to fifty (50%) percent of the Trees located between the residence to be placed on the Lands and the one or two lot line(s) closest to the ocean from which ocean views may be obtained, in order to obtain ocean water views from the residence, provided that all the following requirements are first satisfied:
  - (i) a report is prepared by a qualified professional arborist identifying all the Trees between the residence and the ocean and highlighting the Trees that are to be altered or removed;
  - (ii) the report is submitted to the Grantee for review and approval in its sole discretion acting reasonably;
  - (iii) any changes reasonably required by the Grantee with respect to significant species or individual Trees are incorporated into the report;
  - (iv) replacement trees are planted elsewhere on the Lands at a rate of one new tree for every Tree removed if recommended by the arborist; and
  - (v) such tree alteration, removal or planting is conducted in compliance with the report and by or under the supervision of a qualified professional arborist.
- 6. The Grantor and Grantee agree that, with respect to single family residential properties less than seven thousand square feet (7,000 sq.ft.) in gross area, this Agreement shall only apply to the rear lot line Set Back Area.
- 7. Nothing herein contained or implied shall prejudice or affect the rights and powers of the Grantee and the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Grantors.
- 8. The Grantor and the Grantee agree that the enforcement of this Covenant shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Covenant.
- 9. 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.

10. 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 Covenant or a breach of this Covenant by the Grantor, except to the extent caused by the negligence of the Grantee.
11. 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.
12. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Covenant.
13. The Grantor shall pay the registration costs of the Grantee in connection with the registration of this Covenant.
14. 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.
15. 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.
16. 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.
17. 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.

**[Note: the following priority paragraph to be used if there are encumbrances on title]**

18. \_\_\_\_\_, the registered holder of charges by way of a \_\_\_\_\_ registered against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under \_\_\_\_\_, 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.

**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 3) attached hereto.

SCHEDULE "A"

Set Back Areas According to Use.

**[to insert relevant portions of CD-5 Zoning Bylaw]**

## SCHEDULE "H"

### Riparian Area Conservation Covenant

#### TERMS OF INSTRUMENT - PART 2

---

---

#### WHEREAS:

- F. The Grantor is the registered owner in fee simple of
- PID:  
***[Insert legal description of subdivided parcel of land]***
- (the "**Lands**");
- G. The Grantee is the District of Ucluelet;
- H. The Grantor has applied to the Grantee's Approving Officer for subdivision of the Lands;
- I. In accordance with the Master Development Covenant ("**MDA**") executed and registered in 2005, the Grantor agreed to restrict the development and use of the Lands and to protect, conserve, preserve and maintain certain natural amenities in accordance with the terms of this Covenant, and wishes to grant this Covenant and indemnity to the Grantee;
- J. 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 or that a specified amenity is to be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural state, 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. For the purposes of this Covenant:

"**Riparian Area**" means the area of the Lands:

- (a) within fifteen (15) metres of the top of bank of all lakes, ponds, rivers, creeks, springs, swamps and wetlands, ***[Note: to be replaced with setbacks identified in Environmental Impact Assessment when that report has been prepared]***; and
- (b) within seven and one-half (7.5) metres of the natural boundary of the Pacific Ocean or Olsen Bay ***[Note: replace with Tsunami set back before registration or add: "unless and until the Grantee has given written notice of a greater tsunami related set back"]***.

"Trees" means any living, erect, woody plant which is:

- (a) 5 metres (16.3 feet) or more in height, or
  - (b) 10 centimetres (3.9 inches) or more in diameter measured 1.5 metres above the ground.
2. The Grantor covenants and agrees, notwithstanding broader or greater uses and regulations in the Grantee's Zoning Bylaw as amended from time to time, not to (nor apply for a building permit to) construct, erect or place any building or structure in the Riparian Area, except in connection with the Wild Pacific Trail.
  3. The Grantor covenants and agrees that it shall not use (nor permit the use of) the Riparian Area for any use other than passive green space and the Wild Pacific Trail.
  4. The Grantor further covenants and agrees to forever protect, conserve, preserve and maintain the Riparian Area, except those portions altered for the provision of a pathway associated with the Wild Pacific Trail, substantially in its natural state and, without limiting the foregoing, not to cut, trim, damage, defoliate or remove Trees or vegetation or excavate or remove soil or place fill on the Riparian Area unless such action is necessary to prevent or remove an immediate hazard to the safety of persons or property, including without limitation hazards caused by blow-down, subject however to the provision of written notice, in advance if possible, to the Grantee.
  5. As the sole exception to paragraph 4, the Grantor may, with respect to oceanfront lots, on the initial development of the Lands and one time only (except for the ongoing maintenance of views created by this section), remove or alter up to fifty (50%) percent of the vegetation, including Trees, located between the residence to be placed on the Lands and the oceanfront lot line, in order to obtain ocean water views from the residence, provided that all the following requirements are first satisfied:
    - (a) a report is prepared by a qualified professional arborist identifying all the vegetation, including Trees, between the residence and the ocean and

- highlighting the vegetation, including Trees, that are to be altered or removed;
- (b) the report is submitted to the Grantee for review and approval in its sole discretion acting reasonably;
  - (c) any changes reasonably required by the Grantee with respect to significant species or individual items of vegetation, including Trees, are incorporated into the report;
  - (d) replacement trees are planted elsewhere on the Lands at a rate of one new tree for every Tree removed if recommended by the arborist; and
  - (e) such vegetation and Tree alteration, removal or planting is conducted in compliance with the report and by or under the supervision of a qualified professional arborist.
6. Nothing herein contained or implied shall prejudice or affect the rights and powers of the Grantee and the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Grantors.
7. The Grantor and the Grantee agree that the enforcement of this Covenant shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Covenant.
8. 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.
9. 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 Covenant or a breach of this Covenant by the Grantors, except to the extent caused by the negligence of the Grantee..
10. 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.

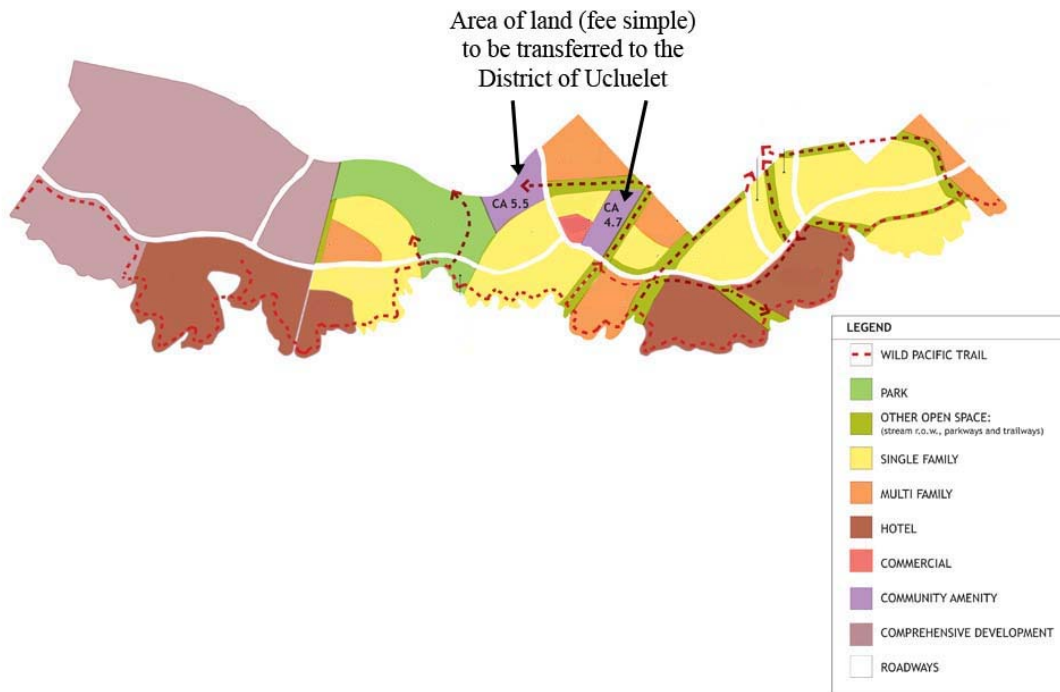
11. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Covenant.
12. The Grantor shall pay the registration costs of the Grantee in connection with the registration of this Covenant.
13. The Grantor covenants 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.
14. 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.
15. 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.
16. 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.

**[Note: the following priority paragraph to be used if there are encumbrances on title]**

17. \_\_\_\_\_, the registered holder of charges by way of a \_\_\_\_\_ registered against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under \_\_\_\_\_, 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.

**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 3) attached hereto.

### SCHEDULE "I"



**SCHEDULE "J"**  
**Restrictive Covenant to Secure Obligations**  
**of the Master Development Agreement**

**TERMS OF INSTRUMENT - PART 2**

---

---

**W H E R E A S:**

- A. The Grantor is the registered owner in fee simple of
- PID: 025-635-735  
Lot 3, District Lots 286, 471, 472 and 473 Clayoquot District Plan  
VIP75113 Except that part in Plan VIP77604
- PID: 025-635-743  
Lot 4, District Lots 285, 286 and 473 Clayoquot District Plan VIP75113
- PID: 009-398-031  
District Lot 283, Clayoquot District Except parts in Plans 31490 and 26106
- (collectively the "**Lands**");
- B. The Grantee is the District of Ucluelet;
- C. The Grantee has received an application to rezone the Lands in accordance with the Grantee's draft "District of Ucluelet Zoning Amendment Bylaw No. 1006, 2005" (the "**Rezoning Bylaw**") which also necessitates an amendment to the Official Community Plan in accordance with the "District of Ucluelet Official Community Plan Amendment Bylaw No.1007, 2005" (the "**OCP Amendment Bylaw**");
- D. The Grantor and the Grantee are parties to a Master Development Agreement made as of September \_\_\_\_, 2005 (the "**MDA**") respecting the Lands, a copy of which is attached as Schedule "A";
- E. Under the terms of the MDA, the Grantor has undertaken to provide certain services, agreements, amenities, benefits and gifts in respect of the Lands in connection with the development of the Lands, and the Grantor has agreed to provide the Grantee with a restrictive covenant and indemnity pursuant to section 219 of the *Land Title Act* to secure the obligations of the Grantor with respect to the subdivision, development and use of the Lands under the MDA.

**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:

**1.0 Development in Accordance with Master Development Agreement.**

1.1 The Grantor covenants and agrees that any development of the Lands shall occur in accordance with the terms and conditions of the MDA, which terms and conditions are incorporated into and form part of this Agreement.

1.2 Without limiting the generality of section 1.1, the Grantor covenants and agrees that:

- (a) the Grantor shall not, nor shall they permit, any improvement, development, building or facility to be made, placed, erected or constructed upon the Lands;
- (b) the Grantor shall not make any application to subdivide the Lands;
- (c) the Grantee shall be under no obligation to issue a new building or development permit for any proposed improvement, development or facility that is proposed to be made, placed, erected or constructed upon the Lands;
- (d) the Grantee shall be under no obligation to issue an occupancy certificate for any building constructed upon the Lands;
- (e) the Approving Officer for the Grantee shall be under no obligation to approve any application for subdivision of the Lands; and
- (f) the Grantor shall take no action, directly or indirectly, to compel the approval of any subdivision plan or to compel the issuance of any building or development permit or occupancy certificate in respect of any improvement, development, building or facility upon the Lands,

unless in respect of such improvement, development, building, facility, subdivision application, building or development permit, occupancy certificate or subdivision approval, the development contemplated in the MDA proceeds and the Grantors fully comply with the requirements of the MDA concerning:

- development in substantial compliance with the plans, as defined in the MDA (see Part 2 of MDA);
- the provision of approximately 22.5 hectares (55.5 acres) of land as parkland (see Part 3 of MDA);
- the extension and construction of the Wild Pacific Trail through the Lands, including the provision of dedications, covenants and Statutory Rights of

- Way, or combination thereof, to secure public use of the trail and subsidiary trails (see Part 4 of MDA);
- the provision of no-build covenants to ensure property within building setbacks remains greenspace (see Part 5 of MDA);
  - the provision of conservation covenants for riparian areas (see Part 5 of MDA);
  - securing the provision of staff housing associated, and concurrent, with hotel development (see Part 6 of MDA);
  - the reservation, by covenant or affordable housing agreement, of two fully serviced lots, totaling approximately 2.4 to 2.8 hectares (6-7 acres) of land for affordable housing use (see Part 7 of MDA);
  - the restriction of multiple family residential and resort condominium development until affordable housing is also provided (see Part 7 of MDA);
  - the provision of a covenant, housing agreement or other agreement to secure affordable housing (see Part 7 of MDA);
  - a cash contribution to Westcoast Community Resources Society to be used in their affordable housing initiative (see Part 7 of MDA);
  - a cash contribution to development of the District's Community Centre (see Part 8 of MDA);
  - a cash contribution to be used at the District's new multi-purpose sports field (see Part 8 of MDA);
  - a cash contribution to the District to be used for a highway rescue vehicle (see Part 8 of MDA);
  - the transfer of approximately 4.1 hectares (10.2 acres) of land to the District (see Part 9 of MDA);
  - a cash contribution to be used for bursaries for the education of Ucluelet students in post secondary forestry studies (see Part 10 of MDA);
  - a cash contribution to the District's Social Reserve Fund (see Part 10 of MDA);
  - a cash contribution to the Ucluelet and Area Childcare Society to be used for a day care centre (see Part 10 of MDA);
  - the restriction on selling single family lots equal to or less than 7,000 square feet in area to the general public until such time that they have been made available for purchase by Ucluelet residents (see Part 10 of MDA);
  - the funding or provision of reasonably required equipment identified in the Fire Underwriter's Survey to be prepared (see part 10 of MDA); and
  - construction of off-site and on-site services, streetscaping and landscaping (see part 11 of MDA),

that are applicable to the improvement, development, building, facility, subdivision application, building or development permit, occupancy certificate or subdivision approval, as the case may be.

## **2.0 General Provisions**

- 2.1 If for any reason the Rezoning Bylaw and OCP Amendment Bylaw with respect to the Lands are not approved by the Grantee, or the Rezoning Bylaw is withdrawn by the Grantor prior to consideration of final adoption by the Grantee, within nine (9) months after the date of execution of this Agreement by both parties, the Grantee shall execute and deliver to the Grantor a discharge of this Agreement as it relates to the Lands within thirty (30) days of the earlier of the expiration of nine (9) months or the withdrawal by the Grantor or the defeat of the Rezoning Bylaw provided the Grantor has abandoned in writing its application and intent to pursue the Rezoning Bylaw.
- 2.2 Nothing herein contained or implied shall prejudice or affect the rights and powers of the Grantee and the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantors.
- 2.3 The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
- 2.4 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 Agreement, except to the extent caused, or contributed to, by the negligence of the Grantee or breach of this Agreement by the Grantee.
- 2.5. 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.
- 2.6 It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.

- 2.7 The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
- 2.8 The Grantor shall pay the registration costs of the Grantee in connection with the registration of this Agreement.
- 2.9 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.
- 2.10 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 first charge (except only with respect to other encumbrances granted to the Grantee and those in the original Crown grant) against the Lands.
- 2.11 This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 2.12 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.

**[Note: *the following priority paragraph to be used if there are encumbrances on title*]**

- 2.13 \_\_\_\_\_, the registered holder of charges by way of a \_\_\_\_\_ registered against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under \_\_\_\_\_, 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.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 to 3) attached hereto.



**SCHEDULE "K"**

**Assignment/ Assumption Agreement**

**ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_.

BETWEEN:

\_\_\_\_\_ a corporation having an office at \_\_\_\_\_

(the "**Assignor**")

OF THE FIRST PART

- and -

\_\_\_\_\_ a corporation having an office at \_\_\_\_\_

(the "**Assignee**")

OF THE SECOND PART

- and -

**DISTRICT OF UCLUELET**  
PO Box, Ucluelet, BC V0R 3A0

(the "**District**")

OF THE THIRD PART

WHEREAS the Assignor and the District have entered into a master development agreement dated \_\_\_\_\_ (and any amendments thereto) and attached hereto as Schedule "A" (the "**Master Development Agreement**"), with respect to the development of certain lands in Ucluelet, British Columbia, legally described as: ***[insert legal description]*** (the "**Property**")

AND WHEREAS the Assignor and the Assignee have agreed that the Master Development Agreement shall be assigned to the Assignee, on the terms and conditions herein set forth;

AND WHEREAS the District is entering into this Agreement in order to give its consent in writing to the assignment of the Master Development Agreement with respect to the Property, in accordance with the terms of the Master Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by each of the parties to each of the others and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereby covenant and agree as follows:

1. Assignment

The Assignor does hereby assign, set over and transfer unto the Assignee as of and from \_\_\_\_\_ (the "**Effective Date**") all of the Assignor's right, title and interest, both at law and at equity, in and to the Master Development Agreement with respect to the Property, together with all rights, benefits and advantages to be derived therefrom, to have and to hold unto the Assignee, its successors and assigns, subject, however, to the observance and performance of the obligations, agreements and covenants on the part of the Assignor contained in the Master Development Agreement, and henceforth on the part of the Assignee to be observed and performed.

2. Assignor's Covenants

The Assignor hereby covenants and agrees with the Assignee that:

- (a) all obligations, agreements and covenants contained in the Master Development Agreement have been duly observed and performed by the Assignor up to the Effective Date; and
- (b) the Assignor now has full right, power and absolute authority to assign the Master Development Agreement in the manner aforesaid, according to the true intent and meaning of this Agreement.

3. Assignee's Covenants

- (a) The Assignee hereby accepts the foregoing assignment and covenants with the Assignor that the Assignee shall and will from time to time during all of the residue of the term granted by the Master Development Agreement and every renewal thereof, perform the obligations, agreements and covenants on the part of the Assignor contained in the Master Development Agreement to be performed, and indemnify and save harmless the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof; provided however that the Assignee shall not be required to perform those obligations set out in clauses \_\_\_\_\_ of the Master Development Agreement;
- (b) The Assignee hereby covenants and agrees with the District that:
  - (i) Except for those clauses of the Master Development Agreement referred to in paragraph 3(a) of this Agreement, it will at all times

during the balance of the term of the Master Development Agreement observe and perform the terms, covenants and conditions contained in the Master Development Agreement respectively reserved and contained on the part of the Assignor therein to be observed and performed as and when the same are required to be observe and performed as provided by the Master Development Agreement; and

- (ii) it will indemnify and save harmless the District from all actions, suits, costs, losses, charges, demands and expenses for and in respect of any such non-observance or non-performance.

#### 4. District's Consent

The District consents to this Assignment of the Master Development Agreement from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions, that:

- (a) This consent does not in any way derogate from the rights of the District under the Master Development Agreement nor operate to release the Assignor from the non-observance or non-performance of the terms, covenants and conditions in the Master Development Agreement on the part of the Assignor therein to be observed and performed and notwithstanding the within assignment, the Assignor shall remain liable for the observance and performance of the terms, covenants and conditions contained in the Master Development Agreement.
- (b) This consent does not constitute a waiver of the necessity for consent to any further assignment of the Master Development Agreement which must be completed in accordance with the terms of the Master Development Agreement. If the Assignee proposes to effect a further assignment of the Master Development Agreement, the terms of the Master Development Agreement with respect to an assignment shall apply to any such further assignment.
- (c) By giving its consent pursuant to this Agreement, the District does not hereby acknowledge or approve of any of the terms of this assignment as between the Assignor and the Assignee, except for the assignment of the Master Development Agreement itself per clause 3(a) and the Assignee's indemnity to the District per clause 3(b).
- (d) The Assignor and the Assignee shall, at their expense, promptly execute such further assurances with respect to the Master Development Agreement as District reasonably requires from time to time.

5. Acknowledgment

The Assignee acknowledges that it has received a copy of the executed Master Development Agreement and is familiar with the obligations, agreements and covenants contained therein.

6. Confirmation

The parties hereby confirm that, in all other respects, the Master Development Agreement is in full force and effect, unchanged and unmodified except in accordance with this Agreement.

7. Capitalized Terms

All capitalized terms when used in this Agreement shall have the meaning ascribed thereto in the Master Development Agreement, unless otherwise defined herein.

8. Binding

This Agreement shall enure to the benefit of the District and shall be binding upon each of the other parties and each of their permitted successors and assigns, respectively.

9. Time of the Essence

Time shall be of the essence of this Agreement and of all the transactions contemplated in it.

IN WITNESS WHEREOF the parties hereto have hereunto executed the Agreement.

ASSIGNOR:

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

I/We have authority to bind the Corporation

ASSIGNEE:

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

I/We have authority to bind the Corporation

DISTRICT OF UCLUELET

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

I/We have authority to bind the District