

CAPITAL REGIONAL DISTRICT

BY-LAW NO. 421

A BY-LAW AUTHORIZING A LAND USE CONTRACT RELATING TO ASKE CONSTRUCTION LTD. FOR LOTS 4, 5, 6, 7 AND 8, AND THAT PART OF GLENTANA ROAD LYING WEST OF THE EASTERLY BOUNDARIES OF LOTS 5 AND 8, PLAN 4110, SECTION 2, ESQUIMALT DISTRICT, PLAN 4110; LOT 1, AMENDED LOT 2, AMENDED LOT 3, SECTION 2, ESQUIMALT DISTRICT, PLAN 4203; LOTS 1, 2 AND 3, SECTION 2, ESQUIMALT DISTRICT, PLAN 4096

WHEREAS it is deemed desirable by the Capital Regional District pursuant to Section 702A of the Municipal Act, to enter into a Land Use Contract with Aske Construction Ltd. for the use and development of Lots 4, 5, 6, 7 and 8, and that part of Glentana Road lying West of the Easterly boundaries of Lots 5 and 8, Plan 4110, Section 2, Esquimalt District, Plan 4110; Lot 1, amended Lot 2, amended Lot 3, Section 2, Esquimalt District, Plan 4203; Lots 1, 2 and 3, Section 2, Esquimalt District, Plan 4096.

NOW THEREFORE the Board of the Capital Regional District in open meeting assembled enacts as follows:

1. The above-mentioned Land Use Contract, a copy of which is annexed hereto, and the execution thereof on behalf of the Capital Regional District under the seal of the said Regional District by the Chairman and Secretary of the said Regional District are hereby authorized.
2. The said Land Use Contract shall be registered in the Victoria Land Registry Office.
3. This By-law may be cited as "Lots 4, 5, 6, 7 and 8, and that Part of Glentana Road lying West of the Easterly boundaries of Lots 5 and 8, Plan 4110, Section 2, Esquimalt District, Plan 4110; Lot 1, amended Lot 2, amended Lot 3, Section 2, Esquimalt District, Plan 4203; Lots 1, 2 and 3, Section 2, Esquimalt District, Plan 4096, Land Use Contract By-law, 1977"


READ A FIRST TIME THIS 26th day of October 1977

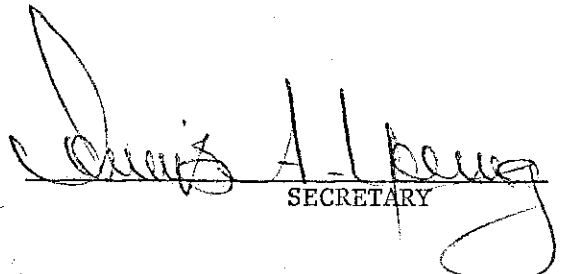
READ A SECOND TIME THIS 14th day of December 1977

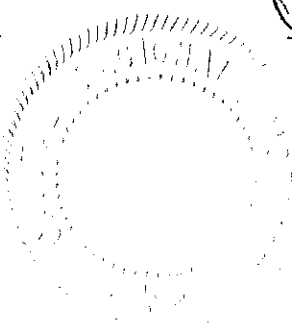
READ A THIRD TIME THIS 14th day of December 1977

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS 30th day of January 1978

RECONSIDERED AND FINALLY ADOPTED THIS 8th day of February 1978

  
CHAIRMAN

  
SECRETARY



LAND USE CONTRACT

THIS CONTRACT is made as of the 8<sup>th</sup> day of FEB., A.D. 1978

BETWEEN:

THE CAPITAL REGIONAL DISTRICT  
524 Yates Street, Victoria, B. C.

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

ASKE CONSTRUCTION LTD.  
Fourth Floor, 777 Fort Street, Victoria, B. C.

(hereinafter called "the Owner")

WHEREAS:

- A. The Owner is the registered owner of an estate in fee simple of all and singular that certain parcel of land situate, lying and being within the Victoria Assessment District and the View Royal Fire Protection District in the Province of British Columbia and being more particularly known and described as:

Lots 4, 5, 6, 7 and 8, Section 2, Esquimalt District, Plan 4110; lot 1, amended lot 2, amended lot 3, Section 2, Esquimalt District, Plan 4203; Lots 1, 2 and 3, Section 2, Esquimalt District, Plan 4096.

(hereinafter called "the land," which shall include, without limiting the generality of the foregoing the lands contained in Lots A to H in the plan of subdivision referred to in paragraph 18 hereof, and set forth in Schedule E as drawing no. 15.)

- B. The land is located within an area which has been heretofore designated as a development area by the Board of the Regional District;
- C. The Council of a Municipality, pursuant to Section 702A of Division (3) of Part XXI of the "Municipal Act" may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the "Municipal Act" upon the application of an owner of land within a development area designated as such by by-law of the Municipality, enter into a land use contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such land use contract;

- D. With respect to that area of the Regional District not contained within a city, district, town or village, the Board of the Regional District may exercise, inter alia, the powers conferred by or under Division 3 of Part XXI of the "Municipal Act" exercisable thereunder by the Council of a municipality;
- E. The Owner has presented to the Regional District a scheme of use and development of the land and has made application to the Regional District to enter into this land use contract under the terms, conditions and for the consideration hereinafter set forth;
- F. The Owner has obtained the consents of all persons having a registered interest in the land as set out in Schedule "A" hereto to the registration of the contract in the Victoria Land Registry Office with priority over their respective interest, which consents are attached to the said Schedule "A" hereto;
- G. The Board of the Regional District having given due regard to the consideration set forth in Section 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and consideration herein contained;
- H. If the land is within a radius of one-half (1/2) mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;
- I. The Owner acknowledges that he is fully aware of the provisions and limitations of Section 702A of the "Municipal Act" and the Regional District and the Owner mutually acknowledge and agree that the Board of the Regional District could not enter into this Contract until the Board held a public hearing in relation to this Contract, in the manner prescribed by law, and has duly considered the representations made and the opinions expressed at such hearing, and unless at least two-thirds (2/3) of the Directors of the Board present at the meeting at which the vote is taken and entitled to vote thereon having among them two-thirds of all the votes cast, vote in favour of the by-law, authorizing the Regional District to enter into this contract and the said by-law is approved by the Lieutenant-Governor in Council.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Regional District and the Owner covenant and agree as follows:

1. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "B" hereto and for none other.
2. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the plans and specifications noted thereon which said plans are attached as Schedule "C" hereto, PROVIDED HOWEVER that minor alterations to the said plans and specifications which do not substantially alter this work may be permitted and approved by the Chief Planning Officer of the Capital Regional District.
3. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plans set out in Schedule "C" hereto, PROVIDED HOWEVER that minor alterations to the said plans and specifications which do not substantially alter this work may be permitted and approved by the Chief Planning Officer of the Capital Regional District.
4. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the said plans and specifications set out in Schedule "C" hereto, PROVIDED HOWEVER that minor alterations to the said plans and specifications which do not substantially alter this work may be permitted and approved by the Chief Planning Officer of the Capital Regional District.
5. All utilities, including water, sewer, gas, telephone and electricity shall be placed, provided and constructed in compliance with and according to the plans and specifications noted thereon which said plans and specifications are attached as Schedule "D" hereto, PROVIDED HOWEVER that minor alterations to the said plans and specifications which do not substantially alter this work may be permitted and approved by the Chief Engineer of the Capital Regional District.
6. All public highways, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs shall be provided, located and constructed in compliance with and according to the

plans and specifications noted thereon which said plans and specifications are attached as Schedule "D" hereto, PROVIDED HOWEVER that minor alterations to the said plans and specifications which do not substantially alter this work may be permitted and approved by the Chief Engineer of the Capital Regional District or by the authority having jurisdiction over the matters contained in the aforementioned plans and specifications.

7. Notwithstanding anything elsewhere contained herein, if during the course of construction or erection of any of the structures or services to be constructed or erected as aforesaid, it shall be made to appear that it is expedient or desirable in the interests of both the public and the Owner that departures from the applicable Plans and Specifications hereinbefore referred to, having no substantial effect upon the essential nature or character of the said structures or services to be constructed or erected as aforesaid may be permitted and approved by the Chief Planning Officer of the Regional District or by Resolution of the Board of Directors of the Regional District in order to:-

- (a) meet the requirements of generally accepted design and engineering standards or practices;
- (b) comply with building or fire regulations or with any other requirements of any authority having jurisdiction in the land and premises; or
- (c) meet such particular soil or terrain conditions as may become apparent.

8. Subject to paragraphs 1 and 2 hereof and Schedule "B" and "C" attached hereto and prior to the issue by the Regional District of the first permit for the construction of a residential dwelling unit on each of the lots to be created by the Plan of subdivision attached hereto as Schedule "E" and referred to in paragraph 18 below, the Owner shall cause to be prepared, elevation plans and floor plans for the residential dwelling units to be constructed on the subject lots and an overall site plan for the subject lot which plans shall be submitted to the Chief Planning Officer of the Regional District for his approval, PROVIDED HOWEVER that such approval shall be dependent only upon the satisfactory treatment of the following considerations:-

- (a) The design of the exterior of each dwelling unit.
  - (b) The material to be used to clad the exterior of each dwelling unit.
  - (c) The positioning of windows, doors and private open space.
  - (d) The overall design and site planning relationship between the dwelling units to be constructed on the subject lot.
9. The entire cost of the development of the land including the provision of all services set out in paragraphs 3 to 6 hereof, shall be paid for by the Owner.
10. The provision and construction of all services set out in paragraphs 3 and 4 hereof shall be permitted by the Chief Planning Officer of the Regional District subject to the requirements of any other authority having jurisdiction in stages as follows:-
- (a) Prior to the issue by the Regional District of any permits for the construction of a residential dwelling unit on the land, all that part only of the above mentioned services to be provided or constructed on the land shall be completed, PROVIDED HOWEVER, that the Chief Planning Officer of the Regional District may in lieu of completion, accept a Performance Bond, Letter of Credit or other financial arrangement as provided for in paragraph 13 hereof guaranteeing completion of the said services within a period of time to be determined by the Chief Planning Officer from the date of the issuance of the Permit.
  - (b) Prior to the issue by the Regional District of any certificate permitting occupancy of any residential dwelling unit on the land, all of the above mentioned services to be provided or constructed, both on the land and off the land shall be completed, PROVIDED HOWEVER, that the Chief Planning Officer of the Regional District may, in lieu of completion, accept a Performance Bond, Letter of Credit, or other financial arrangement as provided for in paragraph 13 hereof, guaranteeing completion of the said services within a period of time to be determined by the Chief Planning Officer from the date of the issuance of the certificate and the

Owner shall, as a condition of the sale of any residential dwelling unit, require that no occupancy of such unit shall take place unless the certificate permitting occupancy as aforesaid shall have been issued by the Regional District.

11. The provision and construction of all services set out in paragraphs 5, 6 and 21 hereof shall be permitted by the Chief Engineer of the Regional District subject to the requirements of any other authority having jurisdiction in stages as follows:-

- (a) Prior to the issue by the Regional District of any permits for the construction of a residential dwelling unit on the land, all that part only of the above mentioned services to be provided or constructed on the land shall be completed, PROVIDED HOWEVER, that the Chief Engineer of the Regional District may in lieu of completion, accept a Performance Bond, Letter of Credit or other financial arrangement as provided for in paragraph 13 hereof guaranteeing completion of the said services within a period of time to be determined by the Chief Engineer from the date of the issuance of the Permit.
- (b) Prior to the issue by the Regional District of any certificate permitting occupancy of any residential dwelling unit on the land, all of the above mentioned services to be provided or constructed, both on the land and off the land shall be completed, PROVIDED HOWEVER, that the Chief Engineer of the Regional District may, in lieu of completion accept a Performance Bond, Letter of Credit, or other financial arrangement as provided for in paragraph 13 herof, guaranteeing completion of the said services within a period of time to be determined by the Chief Engineer from the date of the issuance of the certificate and the Owner shall, as a condition of the sale of any residential dwelling unit, require that no occupancy of such unit shall take place unless the certificate permitting occupancy as aforesaid shall have been issued by the Regional District.

12. Unless the Owner shall have commenced the development of the land in accordance with this contract within 18 months from the date hereof, this contract may be terminated forthwith at the option of the Board of the Regional District. For the purposes of this paragraph the development shall be deemed to have been commenced when the value of construction or erection undertaken by the Owner in the land, in accordance with the Contract shall exceed \$50,000 as certified by the Chief Engineer of the Regional District.
13. Before each or any permit is issued for the development of the land, the Chief Engineer of the Regional District shall require the Owner to provide the Regional District a performance bond or letter of credit or to make other financial arrangements which in the opinion of the said Chief Engineer will guarantee substantial completion of the development in accordance with this Contract within two years from the date of issuance of a permit.
14. All or part of the works and services, buildings, structures, pipes and fixtures and development constructed, placed or carried out pursuant to paragraphs 5, 6 and 21 hereof shall, upon acceptance by the Regional District, or the authority having jurisdiction, in writing, become the property of the Regional District or the authority having jurisdiction free and clear of any claim by the Owner or any person claiming through the Owner and the Owner shall indemnify and save harmless the Regional District or the authority having jurisdiction, against and from any such claim.
15. The Regional District shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to require the Regional District to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general funds.

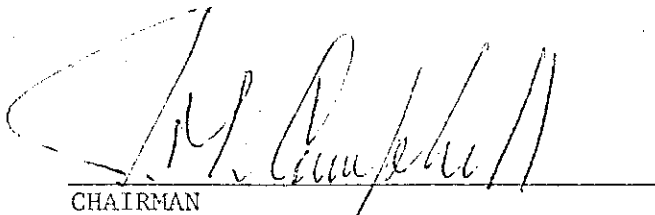


16. Except as otherwise provided in this Contract, the use and development of the land, including the subdivision thereof and the buildings and structures constructed or placed thereon, shall comply with all statutes, regulations, by-laws, and ordinances from time to time in force in the Regional District and without limiting the generality of the foregoing, the construction of any buildings and structures shall comply with the Building Code and Plumbing Code of British Columbia and the Regional District Building and Plumbing By-laws in force at the time the Building Permit for such building or structure is issued.
17. This agreement shall be registered in the Land Registry Office in the City of Victoria as first charge against the land having priority over any and all other charges, encumbrances and liens registered against the land save only those certain charges specified in Schedule "F" hereto and shall have no force or effect unless and until it has been so registered but upon registration as aforesaid shall have the force and effect of a restrictive covenant running with the land, PROVIDED HOWEVER that if the Regional District shall fail or neglect to apply for registration of the same without the period of three (3) clear days after the Owner shall have made written demand in that behalf upon the Regional District, the Owner may thereafter apply as agent for the Regional District without further reference to or authority from the Regional District.
18. The Owner of the land shall submit a plan of subdivision of the land to the Approving Officer of the Ministry of Highways and Public Works, provided that the subdivision shall comply with the concept plan and specification set out in Schedule "E" attached hereto, PROVIDED HOWEVER that alterations to the said plan which do not substantially alter the affect or intent of the said plan may be permitted and approved by the Chief Planning Officer of the Regional District.
19. Notwithstanding anything else contained herein, this Contract shall include such property that is acquired by the Owner by virtue of the closure of that highway, being Glentana Road shown on Drawing 15 of Schedule "E", and shall be extended to include such property by the Owner and the Capital Regional District entering into a modification of this Land Use Contract and filing the same in the Land Registry Office, Victoria, B. C.

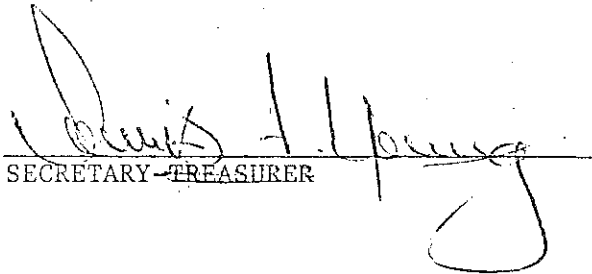
20. Notwithstanding anything else contained herein, the Owner may from time to time, when required by the authority having jurisdiction over the dedication or establishment of highways, dedicate or convey such portions of the land as may be required for highway purposes, free from this Contract, upon the release by the Capital Regional District of this Contract over the part to be dedicated.
21. The Owner shall provide for and construct at the expense of the Owner and to the satisfaction of the Ministry of Highways and Public Works a left hand turn lane on Admirals Road at the intersection of Admirals and Glentana Roads. The required left hand turn lane and any associated and necessary facilities will be for the purposes of providing for north bound traffic on Admirals Road turning left onto Glentana Road.
22. Within six (6) months of the date of adoption of the by-law authorizing the Regional District to enter into this Contract, the Owner shall cause to be conveyed to the Regional District for the sum of ONE DOLLAR (\$1.00) and free of all encumbrances except those listed in Schedule "F" hereto, that lot to be created by the subdivision provided for in paragraph 18 and Schedule "E" of this contract and marked on drawing number 15 of Schedule "E" as Lot H, and the Owner shall, prior to the date of such conveyance, complete all those works required by the terms, conditions and Schedules of this contract, to be constructed, erected or installed in the aforementioned Lot H.
23. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
24. If the Owner fails to observe any condition or perform any covenant required by this Contract to be observed or performed by it, the Regional Board may give to the Owner, notice by registered mail, requiring it to remedy such failure, and if it fails to do so within ONE (1) month after such notice is mailed, the Regional Board may terminate the Contract.
25. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrations, successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed  
as of the day, month and year first above written.

THE CORPORATE SEAL OF THE CAPITAL  
REGIONAL DISTRICT, was hereunto  
affixed in the presence of:

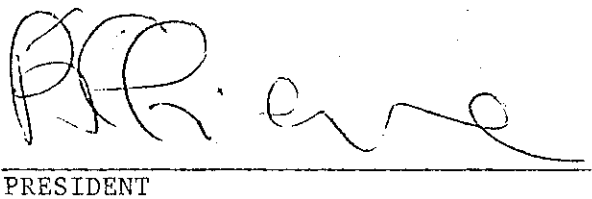


CHAIRMAN



SECRETARY-TREASURER

THE COMMON SEAL OF ASKE CONSTRUCTION  
LTD., was hereunto affixed in the  
presence of:



PRESIDENT

Schedule "A" referred to in Recital "F"  
hereof of all persons having a registered  
interest in the land who have consented to  
the registration of the within contract in  
the Victoria Land Registry Office with  
priority over their respective interests  
which consents are attached hereto.

1. Amended Lot 3 (DD 128058-I), Section 2, Esquimalt District, Plan 4203.

Subject to:

- a) Mortgage No. F59374 in favour of HIGHLAND ESTATES LTD. being assignment of mortgage No. F44618.
- b) Mortgage No. F10511 and Assignments of Rents No. F10512 in favour of Roberts Investments & Management Ltd.
- c) Priority Agreement No. F44619, granting mortgage No. F44618 priority over F10511 and F10512.
- d) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- e) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd. priority over Judgment F68995.
- f) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- g) Mortgage No. F87031 in favour of Patrick Edward Bion.
- h) Mortgage No. F66025 in favour of the Bank of Nova Scotia.
- i) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.

2. Lots 4, 5, 7, and 8, Section 2, Esquimalt District, Plan 4110.

Subject to:

- a) Mortgage No. F59374 in favour of HIGHLAND ESTATES LTD. being assignment of mortgage No. F44618.
- b) Mortgage No. F10511 and Assignment of Rents No. F10512 in favour of Roberts Investments & Management Ltd.
- c) Priority Agreement No. F44619 granting Mortgage No. F44618 priority over F10511 and F10512.
- d) Mortgage No. F66024 in favour of the Bank of Nova Scotia.

Schedule "A"

2. Lots 4, 5, 7, and 8, Section 2, Esquimalt District, Plan 4110, (continued)

- e) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- f) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd. priority over Judgment F68995.
- g) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- h) Mortgage No. F87031 in favour of Patrick Edward Bion.
- i) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.

3. Lot 3, Section 2, Esquimalt District, Plan 4096.

Subject to:

- a) Mortgage No. F8462 in favour of Thomas Alfred Druce and Joan Druce, and assignment of 60/160ths interest assigned to F82053.
- b) Mortgage No. F82053 in favour of Polaris Construction Co. Ltd. as to 60/160ths interest.
- c) Mortgage No. F59374 in favour of Highland Estates Ltd. being assignment of mortgage No. F44618.
- d) Mortgage No. F10511 and Assignment of Rents No. F10512 in favour of Roberts Investments & Management Ltd.
- e) Priority Agreement No. F44619 granting mortgage No. F44618 priority over F10511 and F10512.
- f) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- g) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd. priority over Judgment No. F68995.
- h) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- i) Mortgage No. F87031 in favour of Patrick Edward Bion.
- j) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.
- k) Mortgage in favour of the Bank of Nova Scotia on the same terms and conditions as Mortgage No. F66025 referred to in paragraph no. 1, item (h) above.

4. Amended Lot 2 (DD 128057-I), Section 2, Esquimalt District, Plan 4203.

Subject to:

- a) Mortgage No. F59374 in favour of Highland Estates Ltd. being assignment of mortgage No. F44618.
- b) Mortgage No. F10511 and Assignment of Rents No. F10512 in favour of Roberts Investments & Management Ltd.
- c) Priority Agreement No. F44619, granting mortgage No. F44618 priority over F10511 and F10512.
- d) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- e) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd. priority over Judgment No. F68995.
- f) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- g) Mortgage No. F87031 in favour of Patrick Edward Bion.
- h) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.
- i) Mortgage in favour of the Bank of Nova Scotia on the same terms and conditions as Mortgage No. F66025 referred to in paragraph no. 1, item (h) above.

5. Lots 1 and 2, Section 2, Esquimalt District, Plan 4096.

Subject to:

- a) Mortgage No. F59374 in favour of Highland Estates Ltd. being assignment of mortgage No. F44618.
- b) Mortgage No. F66932 in favour of Roberts Investments & Management Ltd. (being extension of mortgage No. F10511).
- c) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- d) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd. priority over Judgment No. F68995.
- e) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.

Schedule "A"

5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096. (continued)

- f) Mortgage No. F87031 in favour of Patrick Edward Bion.
- g) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.
- h) Mortgage in favour of the Bank of Nova Scotia on the same terms and conditions as Mortgage No. F66025 referred to in paragraph no. 1, item (h) above.

6. Lot 1, Section 2, Esquimalt District, Plan 4203.

Subject to:

- a) Mortgage No. F82058 in favour of Polaris Construction Co. Ltd.
- b) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd., priority over Judgment No. F68995.
- c) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- d) Mortgage No. F87031 in favour of Patrick Edward Bion.
- e) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.
- f) Mortgage in favour of the Bank of Nova Scotia on the same terms and conditions as Mortgage No. F66025 referred to in paragraph no. 1, item (h) above.

7. Lot 6, Section 2, Esquimalt District, Plan 4110.

Subject to:

- a) Right to Purchase No. F82056, in favour of Aske Construction Ltd., wherein Gellar Clarence Simle and June Euphemia Simle are the registered owners.
- b) Mortgage No. F82057 in favour of Polaris Construction Co. Ltd.
- c) Priority Agreement No. F82051, wherein Her Majesty the Queen in Right of Canada, granted Polaris Construction Co. Ltd., priority over Judgment No. F68995.
- d) Judgment No. F68995 in favour of Her Majesty the Queen in Right of Canada.
- e) Mortgage No. F87031 in favour of Patrick Edward Bion.

Schedule "A"

7. Lot 6, Section 2, Esquimalt District, Plan 4110. (continued)

- f) Mortgage in favour of Coronado Mortgage Corporation to secure \$1,650,000.
- g) Mortgage in favour of the Bank of Nova Scotia on the same terms and conditions as Mortgage No. F66025 referred to in paragraph no. 1, item (h) above.



Schedule "B" referred to in Paragraph "1" hereof of the purposes for which the land, including the surface of water and any buildings and structures erected thereon, thereover or therein shall be used and for none other.

1. Subject to the terms of this contract, the construction of one hundred and seventy-two (172) residential dwelling units and recreation facilities as a comprehensive residential project divided by type and number into the following:-
  - (a) Twenty-four (24) maisonette units defined as dwelling units constructed one on top of the other with on-grade separate access to each unit, and attached laterally to other units of the same definition. A building, housing maisonette units shall not exceed thirty (30) feet to the gutter line of the building, from the average grade surrounding the completed building. Maisonettes shall be sited to avoid the creation of a continuous front wall for more than one unit. Maisonettes shall be constructed at a maximum of twelve (12) units per building and in substantial conformity to Schedule "C" drawing #2 attached hereto.
  - (b) Fifty-four (54) townhouse units defined as independent dwelling units attached laterally in groups not to exceed six (6) units, to units of a similar definition. Each townhouse shall not exceed twenty-five (25) feet to the gutter line from the average grade surrounding the completed building. Townhouse units shall be sited in such a way that best advantage of the site shall be taken, to ensure by staggered unit positioning, that monotony of design is avoided and private outdoor areas created. Townhouses shall be constructed in substantial conformity to Schedule "C" drawing #3 attached hereto.
  - (c) Thirty-four (34) duplex units to be constructed at a maximum of two (2) units per building and to be designed by the joining together of two patio home units of compatible design and in substantial conformity to Schedule "C" drawings #4 and 5. Duplex units shall be designed to take best advantage of the site by creating privacy and individuality between units as well as screened outdoor areas.

Schedule "B"

The siting of duplex units shall be consistent with the overall site planning of adjacent patio units.

- (d) Sixty (60) patio home units to be constructed fully detached from all other structures and in substantial conformity to Schedule "C", drawings # 4 and 5 attached hereto.
  - (e) One (1) Recreation building to be developed as a fully detached structure for recreation use and in substantial conformity to Schedule "C" drawing #6 attached hereto.
2. All residential dwelling units shall be located on the land and parking areas shall be provided in substantial conformity to Schedule C, drawing #1 attached hereto.
  3. Existing trees within six (6) feet of the perimeter of each dwelling unit may be removed but all other living trees of six (6) inches diameter at breast height or more shall be retained unless removal is permitted by the Owner.
  4. Landscaping or retention of natural vegetation shall be required for all areas.
  5. Space shall be provided in each dwelling unit for entertainment, cooking, eating, sleeping and storage and screened privacy and amenity areas.
  6. Every dwelling unit shall be positioned to take the maximum advantage of the contours of the land, vistas, natural light and vegetation.
  7. Every dwelling unit shall be simple in shape and display clean lines of design, large unbroken areas where possible, covered with a single material compatible to the surroundings of the dwelling unit.
  8. Exterior cladding materials for every dwelling unit shall be applied to reduce the impression of height and accentuate the design and shall be limited by color to a range of natural earth tones except that bright

Schedule "B"

colors may be used on small areas to balance the color scheme of each dwelling unit or group of dwelling units.

9. The height of any dwelling unit shall not exceed thirty (30) feet from the average grade surrounding the dwelling unit.

Schedule "C" referred to in Paragraphs "2," "3" and "4" hereof of the buildings or structures to be constructed, reconstructed, altered, moved or extended upon the land, of the off street parking and loading spaces to be provided, located and constructed, of all landscaping, surface treatments, fences and screens to be constructed, located, provided and maintained.

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DRAWING NO.

1. Site plan showing off street parking, type and location of dwelling units to be built, and designating the existing structure to be retained and its future use.
2. Typical plan, section and perspective drawing of maisonette units.
3. Typical plan, elevation, section and perspective drawing of townhouse units.
4. Plan and elevations of six typical patio home units.
5. Typical plot plan showing proposed methods of physical interrelation of patio home units.
6. Plan, elevation and site plan of Recreation Centre.
7. Landscaping and screening plan for Glentana Road extension.
8. Landscaping and screening plan for typical residential units abutting Highway #1A and the Esquimalt and Nanaimo Railway right of way.
9. Landscaping and screening plan for parkland area and parkland area access.

Schedule "D" referred to in Paragraphs "5" and "6" hereof of placement, provision, and construction of utilities including water, sewer, gas, telephone and electricity, of provision, location and construction of all public highways, lanes and walkways including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs.

---

DRAWING NO.

10. Off site services, highway and pathway improvements, Glentana Road East of the Eastern boundary of the land, and Admirals Road.
11. Off site services extension of Shoreline trunk sewer between discharge manhole from the development on Craigflower Road to the existing Regional District Craigflower Pumping Station.
12. On site services, highway and pathway construction and connection of services to off site services at the North Western boundary of the land.
13. Off site services schematic drawing of the location and type of pedestrian overpass at Highway #1A.
14. Off site services schematic drawing of the location and type of pedestrian underpass at the E & N Railway.

Schedule "E" referred to in Paragraph  
"18" hereof of the plan of consolidation,  
highway closure, highway dedication,  
and subdivision of the land.

DRAWING NO.

15. Plan prepared by a British Columbia Land Surveyor of consolidation,  
highway closure, highway dedication and subdivision of the land.

Schedule "F" referred to in paragraph 17  
hereof and charges, encumbrances and liens  
over which the within contract will not  
have priority.

1. Amended Lot 3, (DD 128058-I), Section 2, Esquimalt District, Plan 4203.
  - a) Undersurface Rights No. 101024-G in favour of The Crown.
  - b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
  - c) Easement No. 38872-G in favour of Esquimalt Water Works Company.
  - d) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.
2. Lots 4, 5, 7, 8, Section 2, Esquimalt District, Plan 4110.
  - a) Undersurface Rights No. 90460-G in favour of The Crown.
  - b) Easement No. 122733-G in favour of British Columbia Hydro and Power Authority.
  - c) Mortgage No. 122735-G in favour of Montreal Trust Company, in Trust, DD 122735-G, being a mortgage of Right of Way No. 4965-G, by way of Trust Deeds.
  - d) Mortgage No.'s 240967-G, 253044-G, 127932-G, 131359-G, 136953-G, 144321-G, 154642-G, 158061-G, 165680-G, 174776-G, 187269-G, 193735-G, 204564-G, 214439-G, 224242-G, 227555-G, in favour of Montreal Trust Company, in Trust, DD 122735-G, by way of Trust Deeds, Supplemental to #122735-G.
  - e) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

3. Lot 3, Section 2, Esquimalt District, Plan 4096.

- a) Undersurface Rights 79441-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Easement No. 305909-G in favour of Greater Victoria Water District.
- d) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

4. Amended Lot 2 (DD 128057-I), Section 2, Esquimalt District, Plan 4203.

- a) Undersurface Rights No. 101024-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Easement No. 305909-G in favour of Greater Victoria Water District.
- d) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096.

- a) Undersurface Rights No. 87050-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of



5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096. (continued)

any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

6. Lot 1, Section 2, Esquimalt District, Plan 4203.

- a) Reservation No. 79758-G in favour of The Governor and Company of Adventurers of England Trading into Hudson's Bay.
- b) Easement No. 305909-G in favour of Greater Victoria Water District.
- c) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

7. Lot 6, Section 2, Esquimalt District, Plan 4110.

- a) Reservation No. 90460-G in favour of The Crown.
- b) Easement No. 122733-G in favour of British Columbia Electric Company Limited.
- c) Mortgage No. 122735-G in favour of Montreal Trust Company in Trust, DD 122735-G, being a mortgage of Right of Way 4965-G.
- d) Mortgage No.'s 127932-G, 131359-G, 136953-G, 144321-G, 154642-G, 158-61-G, 165680-G, 174776-G, 187269-G, 193735-G, 204364-G, 214439-G, 227555-G, 240967-G, 253044-G, in favour of Montreal Trust Company, in trust, DD 122735-G, from British Columbia Electric Company Limited by way of Trust Deeds, supplemental to No. 122735-G.
- e) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any

7. Lot 6, Section 2, Esquimalt District, Plan 4110. (continued)

building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

CONSENT

THE UNDERSIGNED being the registered mortgagee of a Mortgage registered in the Land Registry Office, Victoria, British Columbia under number F82058 against

1. Amended Lot 3 (DD 128058-I), Section 2, Esquimalt District, Plan 4203
2. Lots 4, 5, 7, and 8, Section 2, Esquimalt District, Plan 4110
3. Lot 3, Section 2, Esquimalt District, Plan 4096
4. Amended Lot 2 (DD 128057-I), Section 2, Esquimalt District, Plan 4203
5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096
6. Lot 1, Section 2, Esquimalt District, Plan 4203
7. Lot 6, Section 2, Esquimalt District, Plan 4110

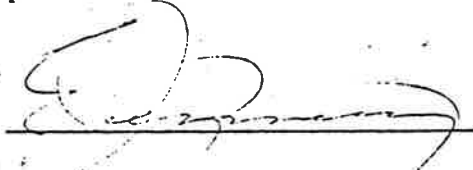
AND of a Mortgage registered in the Land Registry Office, Victoria, British Columbia, under number 82053 against

Lot 3, Section 2, Esquimalt District, Plan 4096.

DOES HEREBY CONSENT to and approve of the registration of the attached Land Use Contract between Aske Construction Ltd. and the Capital Regional District in the Land Registry Office, Victoria, British Columbia, with priority over the aforesaid Mortgage.

DATED this 22<sup>nd</sup> day of November, 1977.

THE CORPORATE SEAL OF  
POLARIS CONSTRUCTION LTD.  
was hereunto affixed in the  
presence of:-

  
\_\_\_\_\_  
TITLE President

\_\_\_\_\_  
TITLE \_\_\_\_\_

C/S

Schedule "B" referred to in Paragraph "1" hereof of the purposes for which the land, including the surface of water and any buildings and structures erected thereon, thereover or therein shall be used and for none other.

1. Subject to the terms of this contract, the construction of one hundred and seventy-two (172) residential dwelling units and recreation facilities as a comprehensive residential project divided by type and number into the following:-
  - (a) Twenty-four (24) maisonette units defined as dwelling units constructed one on top of the other with on-grade separate access to each unit, and attached laterally to other units of the same definition. A building, housing maisonette units shall not exceed thirty (30) feet to the gutter line of the building, from the average grade surrounding the completed building. Maisonettes shall be sited to avoid the creation of a continuous front wall for more than one unit. Maisonettes shall be constructed at a maximum of twelve (12) units per building and in substantial conformity to Schedule "C" drawing #2 attached hereto.
  - (b) Fifty-four (54) townhouse units defined as independent dwelling units attached laterally in groups not to exceed six (6) units, to units of a similar definition. Each townhouse shall not exceed twenty-five (25) feet to the gutter line from the average grade surrounding the completed building. Townhouse units shall be sited in such a way that best advantage of the site shall be taken, to ensure by staggered unit positioning, that monotony of design is avoided and private outdoor areas created. Townhouses shall be constructed in substantial conformity to Schedule "C" drawing #3 attached hereto.
  - (c) Thirty-four (34) duplex units to be constructed at a maximum of two (2) units per building and to be designed by the joining together of two patio home units of compatible design and in substantial conformity to Schedule "C" drawings #4 and 5. Duplex units shall be designed to take best advantage of the site by creating privacy and individuality between units as well as screened outdoor areas.

## Schedule "B"

The siting of duplex units shall be consistent with the overall site planning of adjacent patio units.

- (d) Sixty (60) patio home units to be constructed fully detached from all other structures and in substantial conformity to Schedule "C", drawings # 4 and 5 attached hereto.
  - (e) One (1) Recreation building to be developed as a fully detached structure for recreation use and in substantial conformity to Schedule "C" drawing #6 attached hereto.
2. All residential dwelling units shall be located on the land and parking areas shall be provided in substantial conformity to Schedule C, drawing #1 attached hereto.
  3. Existing trees within six (6) feet of the perimeter of each dwelling unit may be removed but all other living trees of six (6) inches diameter at breast height or more shall be retained unless removal is permitted by the Owner.
  4. Landscaping or retention of natural vegetation shall be required for all areas.
  5. Space shall be provided in each dwelling unit for entertainment, cooking, eating, sleeping and storage and screened privacy and amenity areas.
  6. Every dwelling unit shall be positioned to take the maximum advantage of the contours of the land, vistas, natural light and vegetation.
  7. Every dwelling unit shall be simple in shape and display clean lines of design, large unbroken areas where possible, covered with a single material compatible to the surroundings of the dwelling unit.
  8. Exterior cladding materials for every dwelling unit shall be applied to reduce the impression of height and accentuate the design and shall be limited by color to a range of natural earth tones except that bright

Schedule "B"

colors may be used on small areas to balance the color scheme of each dwelling unit or group of dwelling units.

9. The height of any dwelling unit shall not exceed thirty (30) feet from the average grade surrounding the dwelling unit.

Schedule "C" referred to in Paragraphs "2," "3" and "4" hereof of the buildings or structures to be constructed, reconstructed, altered, moved or extended upon the land, of the off street parking and loading spaces to be provided, located and constructed, of all landscaping, surface treatments, fences and screens to be constructed, located, provided and maintained.

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DRAWING NO.

1. Site plan showing off street parking, type and location of dwelling units to be built, and designating the existing structure to be retained and its future use.
2. Typical plan, section and perspective drawing of maisonette units.
3. Typical plan, elevation, section and perspective drawing of townhouse units.
4. Plan and elevations of six typical patio home units.
5. Typical plot plan showing proposed methods of physical interrelation of patio home units.
6. Plan, elevation and site plan of Recreation Centre.
7. Landscaping and screening plan for Glentana Road extension.
8. Landscaping and screening plan for typical residential units abutting Highway #1A and the Esquimalt and Nanaimo Railway right of way.
9. Landscaping and screening plan for parkland area and parkland area access.

Schedule "D" referred to in Paragraphs "5" and "6" hereof of placement, provision, and construction of utilities including water, sewer, gas, telephone and electricity, of provision, location and construction of all public highways, lanes and walkways including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs.

DRAWING NO.

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11. Off site services extension of Shoreline trunk sewer between discharge manhole from the development on Craigflower Road to the existing Regional District Craigflower Pumping Station.
12. On site services, highway and pathway construction and connection of services to off site services at the North Western boundary of the land.
13. Off site services schematic drawing of the location and type of pedestrian overpass at Highway #1A.
14. Off site services schematic drawing of the location and type of pedestrian underpass at the E & N Railway.



Schedule "E" referred to in Paragraph  
"18" hereof of the plan of consolidation,  
highway closure, highway dedication,  
and subdivision of the land.

DRAWING NO.

15. Plan prepared by a British Columbia Land Surveyor of consolidation,  
highway closure, highway dedication and subdivision of the land.

Schedule "F" referred to in paragraph 17  
hereof and charges, encumbrances and liens  
over which the within contract will not  
have priority.

1. Amended Lot 3, (DD 128058-I), Section 2, Esquimalt District, Plan 4203.

- a) Undersurface Rights No. 101024-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Easement No. 38872-G in favour of Esquimalt Water Works Company.
- d) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

2. Lots 4, 5, 7, 8, Section 2, Esquimalt District, Plan 4110.

- a) Undersurface Rights No. 90460-G in favour of The Crown.
- b) Easement No. 122733-G in favour of British Columbia Hydro and Power Authority.
- c) Mortgage No. 122735-G in favour of Montreal Trust Company, in Trust, DD 122735-G, being a mortgage of Right of Way No. 4965-G, by way of Trust Deeds.
- d) Mortgage No.'s 240967-G, 253044-G, 127932-G, 131359-G, 136953-G, 144321-G, 154642-G, 158061-G, 165680-G, 174776-G, 187269-G, 193735-G, 204564-G, 214439-G, 224242-G, 227555-G, in favour of Montreal Trust Company, in Trust, DD 122735-G, by way of Trust Deeds, Supplemental to #122735-G.
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Schedule "F"

3. Lot 3, Section 2, Esquimalt District, Plan 4096.

- a) Undersurface Rights 79441-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Easement No. 305909-G in favour of Greater Victoria Water District.
- d) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

4. Amended Lot 2 (DD 128057-I), Section 2, Esquimalt District, Plan 4203.

- a) Undersurface Rights No. 101024-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Easement No. 305909-G in favour of Greater Victoria Water District.
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5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096.

- a) Undersurface Rights No. 87050-G in favour of The Crown.
- b) Right of Way No. 4965-G in favour of Vancouver Island Power Company Limited.
- c) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of

Schedule "F"

5. Lots 1 and 2, Section 2, District Esquimalt, Plan 4096. (continued)

any building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

6. Lot 1, Section 2, Esquimalt District, Plan 4203.

- a) Reservation No. 79758-G in favour of The Governor and Company of Adventurers of England Trading into Hudson's Bay.
- b) Easement No. 305909-G in favour of Greater Victoria Water District.
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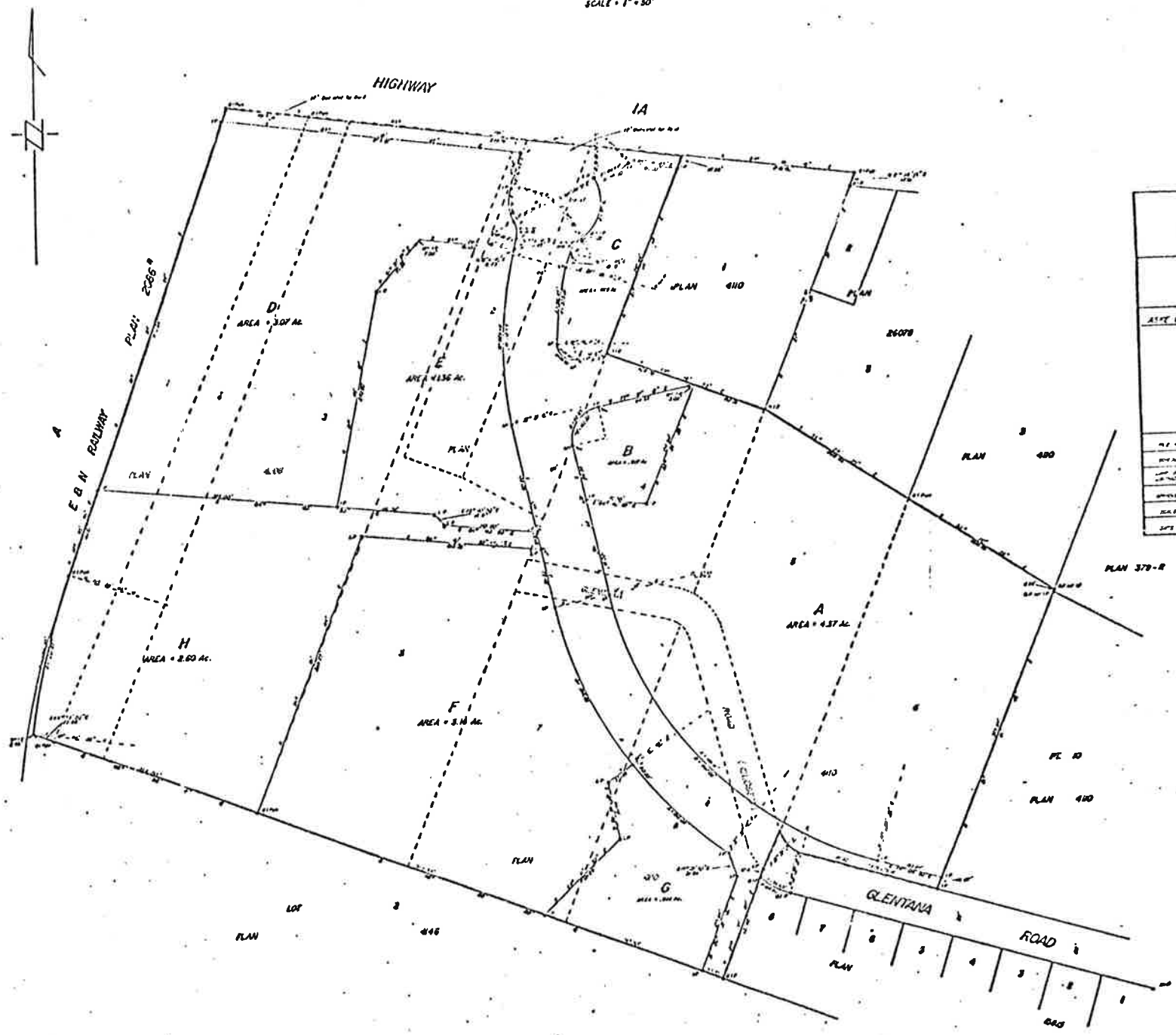
7. Lot 6, Section 2, Esquimalt District, Plan 4110.

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- b) Easement No. 122733-G in favour of British Columbia Electric Company Limited.
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- d) Mortgage No.'s 127932-G, 131359-G, 136953-G, 144321-G, 154642-G, 158-61-G, 165680-G, 174776-G, 187269-G, 193735-G, 204364-G, 214439-G, 227555-G, 240967-G, 253044-G, in favour of Montreal Trust Company, in trust, DD 122735-G, from British Columbia Electric Company Limited by way of Trust Deeds, supplemental to No. 122735-G.
- e) Restrictive Covenant or Covenants in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by Her Minister of Highways and Public Works, prohibiting the erection of any

7. Lot 6, Section 2, Esquimalt District, Plan 4110. (continued)

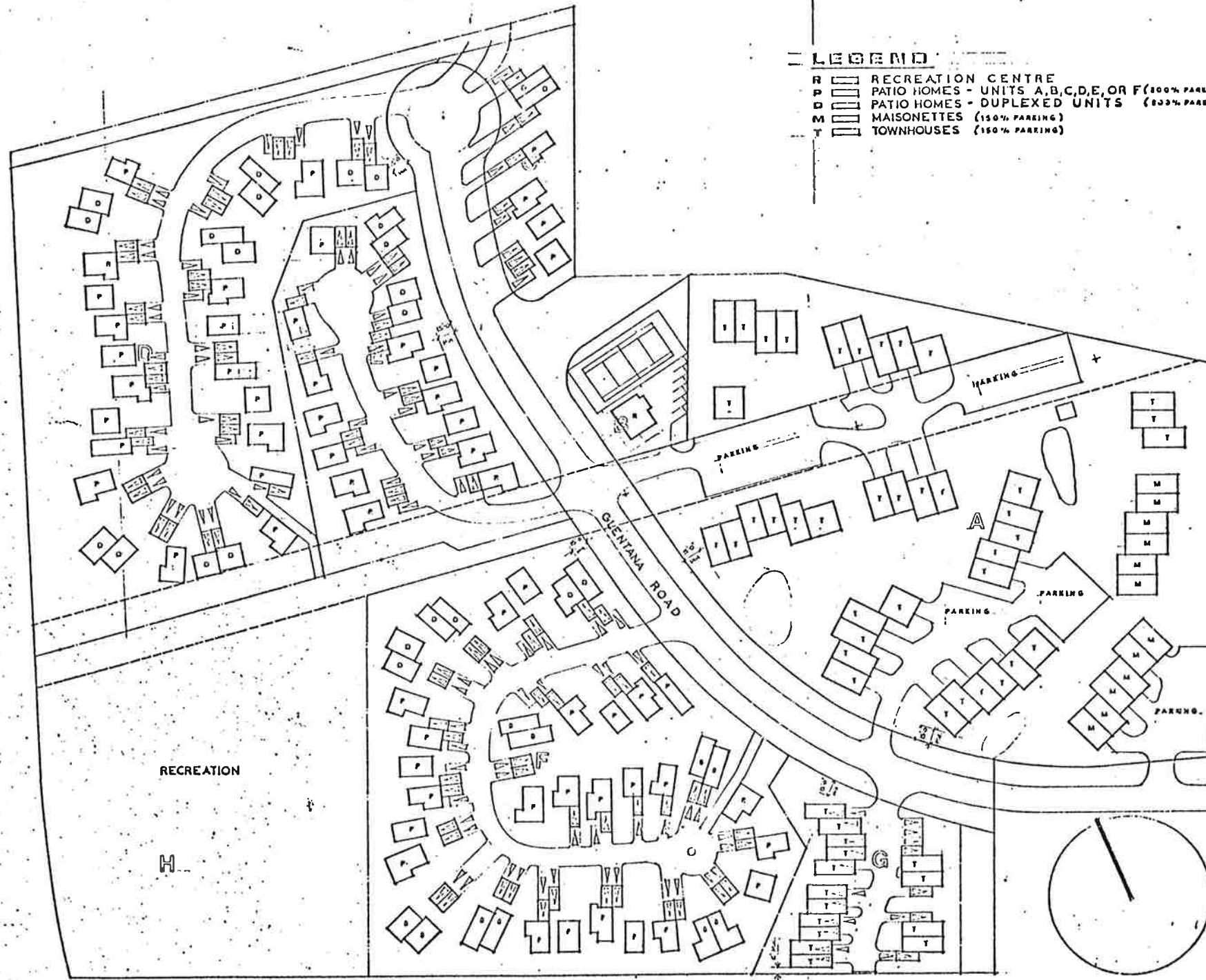
building on the lands until all or part of the development work referred to in paragraph 5 hereof together with any other development work on the land required by the Minister, have been completed to the satisfaction of the Department of Highways and Public Works.

PLAN of SUBDIVISION of  
 LOTS 1, 2 and 3, PLAN 4000, LOTS 1, 2 and 3, PLAN 4203, LOTS  
 4, 5, 6, 7 and 8, PLAN 1110 and CLOSED ROAD, SECTION 2,  
 ESQUIMALT DISTRICT.  
 SCALE = 1" = 30'

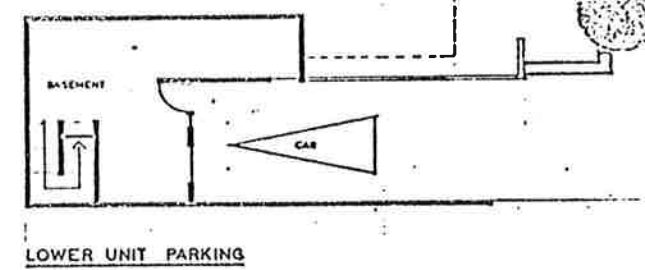
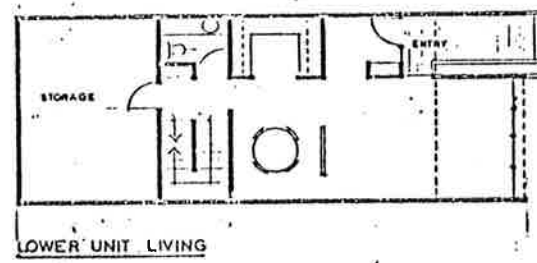
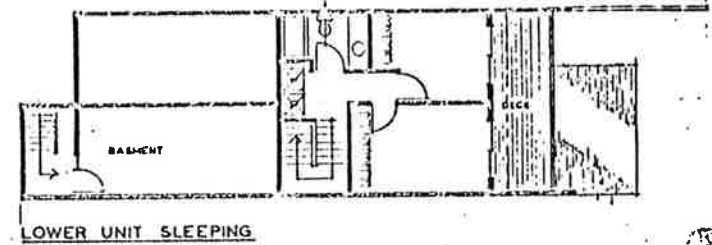
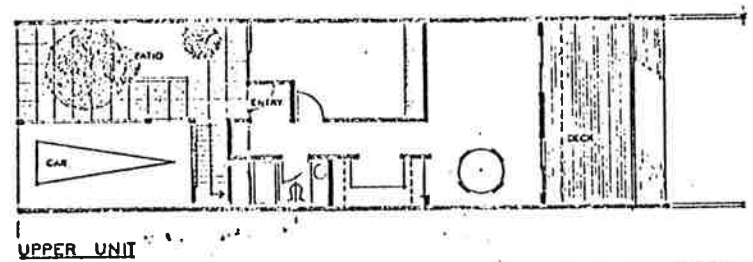
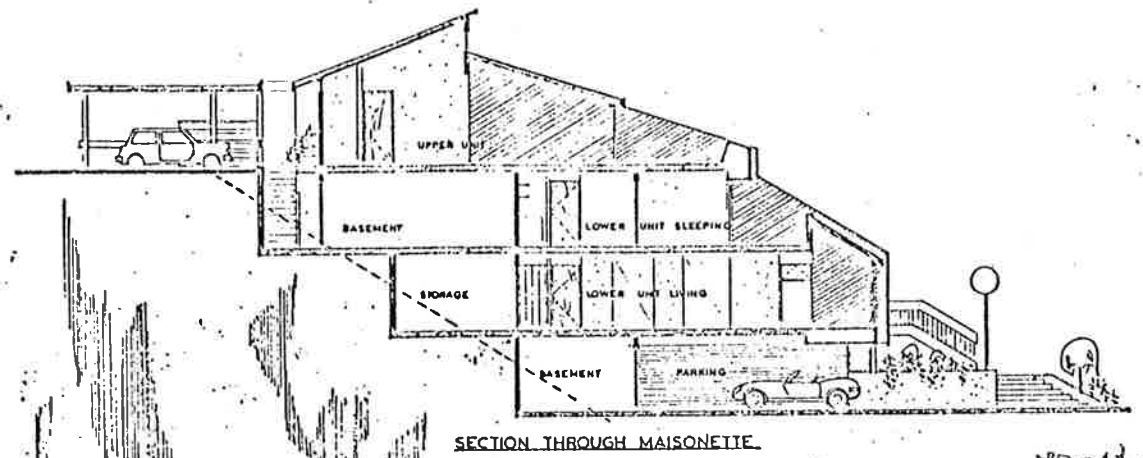


LAND DESCRIPTION		
G.E. ANDERSON & ASSOCIATES		
1515 BAYVIEW RD. VICTORIA B.C.		
DATE: 1978-11-15		
GLENDALE VILLAGE		
PLAN NO.	AREA	PERCENTAGE
PLAN 410	1.13	1.13
PLAN 400	2.14	2.14
PLAN 379-B	4.57	4.57
PLAN 410	3.07	3.07
PLAN 410	1.36	1.36
PLAN 410	3.14	3.14
PLAN 410	2.60	2.60
PLAN 410	4.57	4.57

This document is a plan of subdivision and is not a map. It is not to be used as a map for any purpose other than the purpose for which it was prepared. It is not to be used as a map for any purpose other than the purpose for which it was prepared.

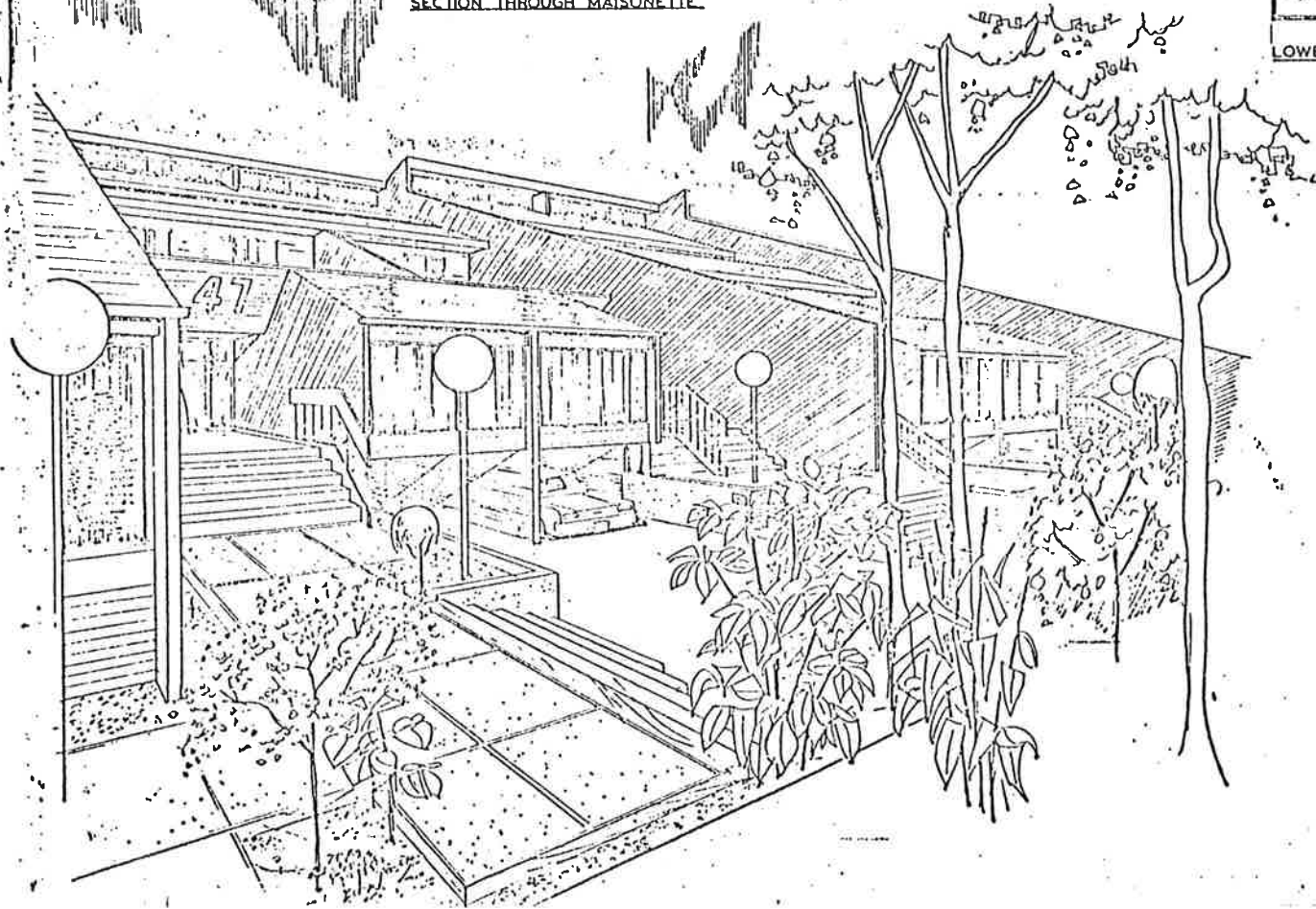


- LEGEND**
- R [Symbol] RECREATION CENTRE
  - P [Symbol] PATIO HOMES - UNITS A,B,C,D,E, OR F (100% PARKING)
  - D [Symbol] PATIO HOMES - DUPLEXED UNITS (800% PARKING)
  - M [Symbol] MAISONETTES (150% PARKING)
  - T [Symbol] TOWNHOUSES (150% PARKING)



MAISONETTE UNITS

- SET BACK FROM LOCAL STREET SHALL BE A MINIMUM OF 15'0"
- SET BACK FROM PROPERTY LINE SHALL BE A MINIMUM OF 15'0"
- OUTDOOR LIVING AREAS, PRIVACY ZONE, & AMENITY SPACE SHALL CONFORM TO CENTRAL MORTGAGE & HOUSING CORPORATION REQUIREMENTS
- 150 YD. PARKING SHALL BE PROVIDED AS A MINIMUM REQUIREMENT
- EXISTING TREES WITHIN 5'-0" OF THE BUILDING PERIMETER MAY BE REMOVED
- ALL OTHER TREES TO REMAIN EXCEPT BY WRITTEN APPROVAL FROM ASAC CONST.
- LANDSCAPING WILL BE REQUIRED FOR ALL AREAS









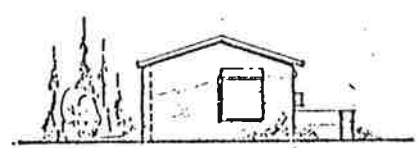
UNIT 'F' SIDE ELEVATION



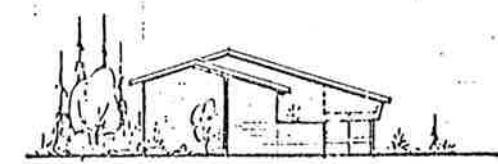
UNIT 'D'



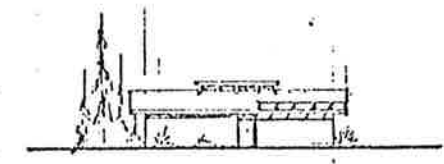
UNIT 'C'



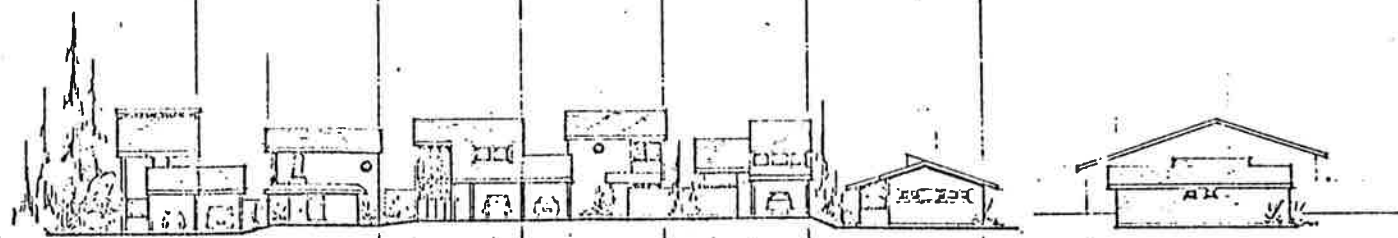
UNIT 'B'



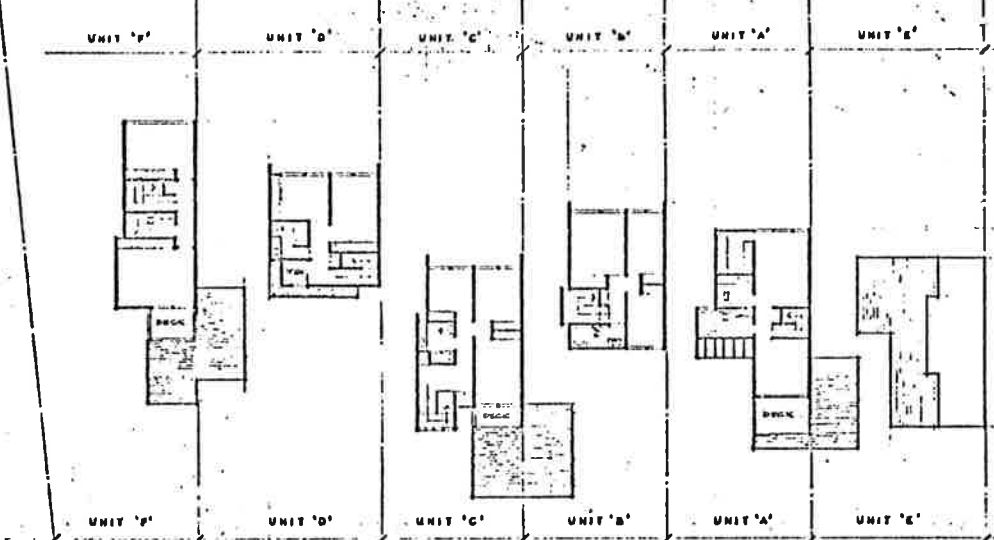
UNIT 'A'



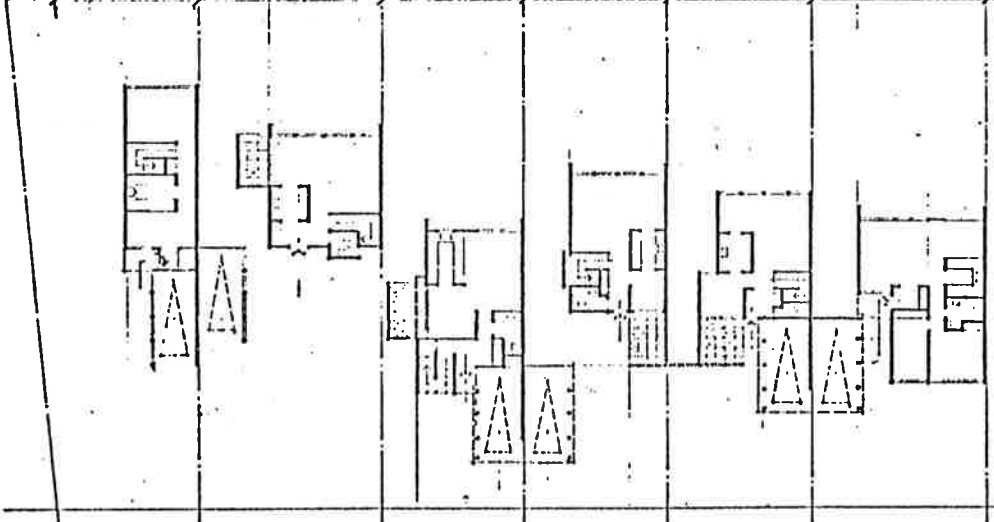
UNIT 'E' (BUNGALOW)



ELEVATIONS



SECOND FLOOR PLANS



MAIN FLOOR PLANS

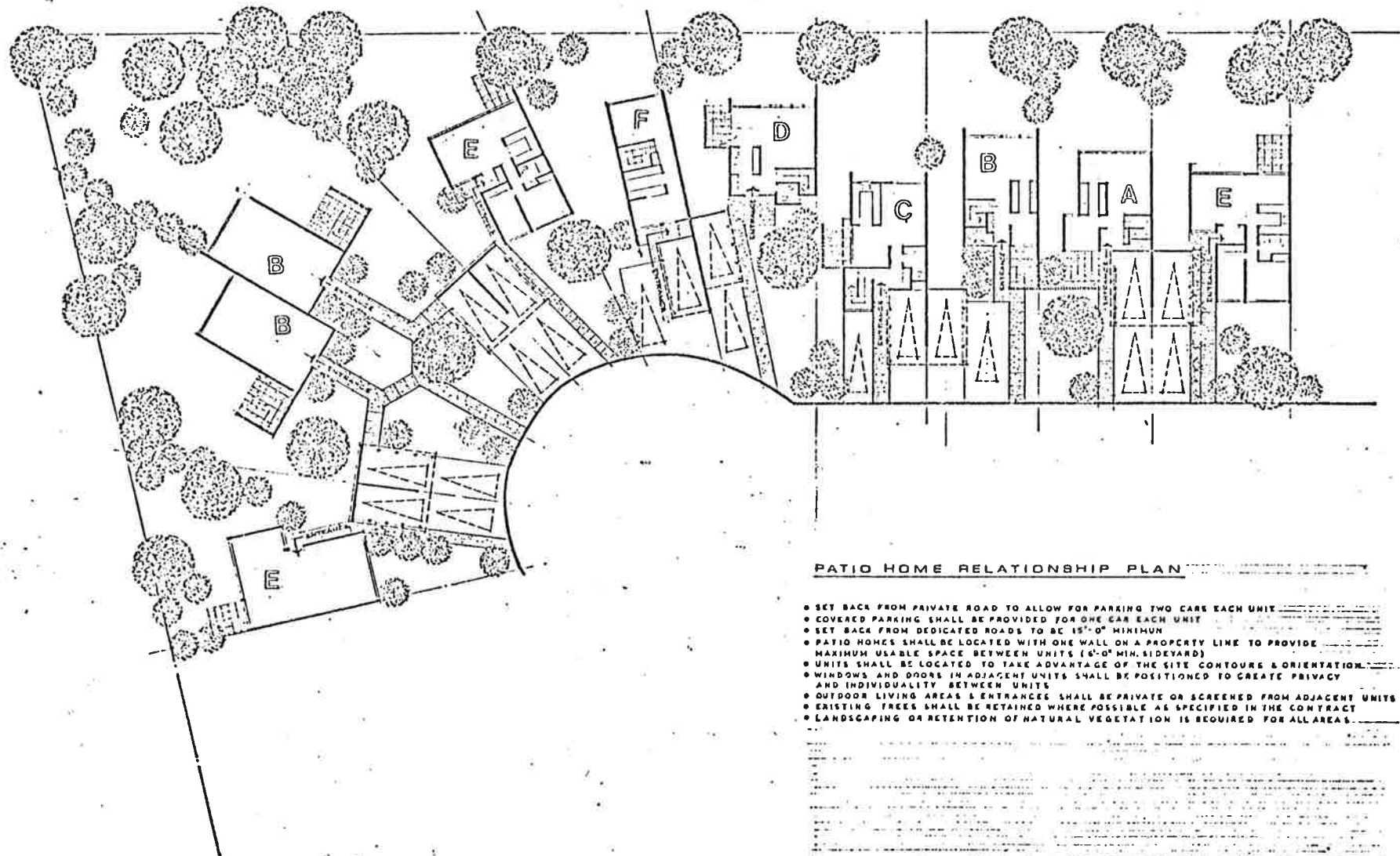
UNIT 'F' 3 BEDROOM TWO STOREY  
 UNIT 'D' 3 BEDROOM TWO STOREY  
 UNIT 'C' 3 BEDROOM TWO STOREY  
 UNIT 'B' 3 BEDROOM TWO STOREY  
 UNIT 'A' 3 BEDROOM TWO STOREY  
 UNIT 'E' 3 BEDROOM SINGLE STOREY BUNGALOW

TYPICAL PATIO HOME UNITS A TO F

DATE: 10/11/01  
 DRAWN BY: J. L. LITTLE  
 CHECKED BY: J. L. LITTLE  
 DONALD MACPHERSON ARCHITECT  
 502 GOLDSTREAM AVE VIC 4741 1531

SCHEDULE C

GLENTANA VILLAGE: ASKE CONST. LTD  
 VICTORIA D.C.



PATIO HOME RELATIONSHIP PLAN

- SET BACK FROM PRIVATE ROAD TO ALLOW FOR PARKING TWO CARS EACH UNIT
- COVERED PARKING SHALL BE PROVIDED FOR ONE CAR EACH UNIT
- SET BACK FROM DEDICATED ROADS TO BE 15'-0" MINIMUM
- PATIO HOMES SHALL BE LOCATED WITH ONE WALL ON A PROPERTY LINE TO PROVIDE MAXIMUM USABLE SPACE BETWEEN UNITS (6'-0" MIN. SIDEYARD)
- UNITS SHALL BE LOCATED TO TAKE ADVANTAGE OF THE SITE CONTOURS & ORIENTATION
- WINDOWS AND DOORS IN ADJACENT UNITS SHALL BE POSITIONED TO CREATE PRIVACY AND INDIVIDUALITY BETWEEN UNITS
- OUTDOOR LIVING AREAS & ENTRANCES SHALL BE PRIVATE OR SCREENED FROM ADJACENT UNITS
- EXISTING TREES SHALL BE RETAINED WHERE POSSIBLE AS SPECIFIED IN THE CONTRACT
- LANDSCAPING OR RETENTION OF NATURAL VEGETATION IS REQUIRED FOR ALL AREAS

PATIO HOME RELATIONSHIP PLAN

DATE: 11/11/11  
 DRAWN BY: AUSTIN-JACOB  
 DONALD MACPHERSON  
 ARCHITECT  
 502 GOLDSTREAM AVE VIC 474-1531

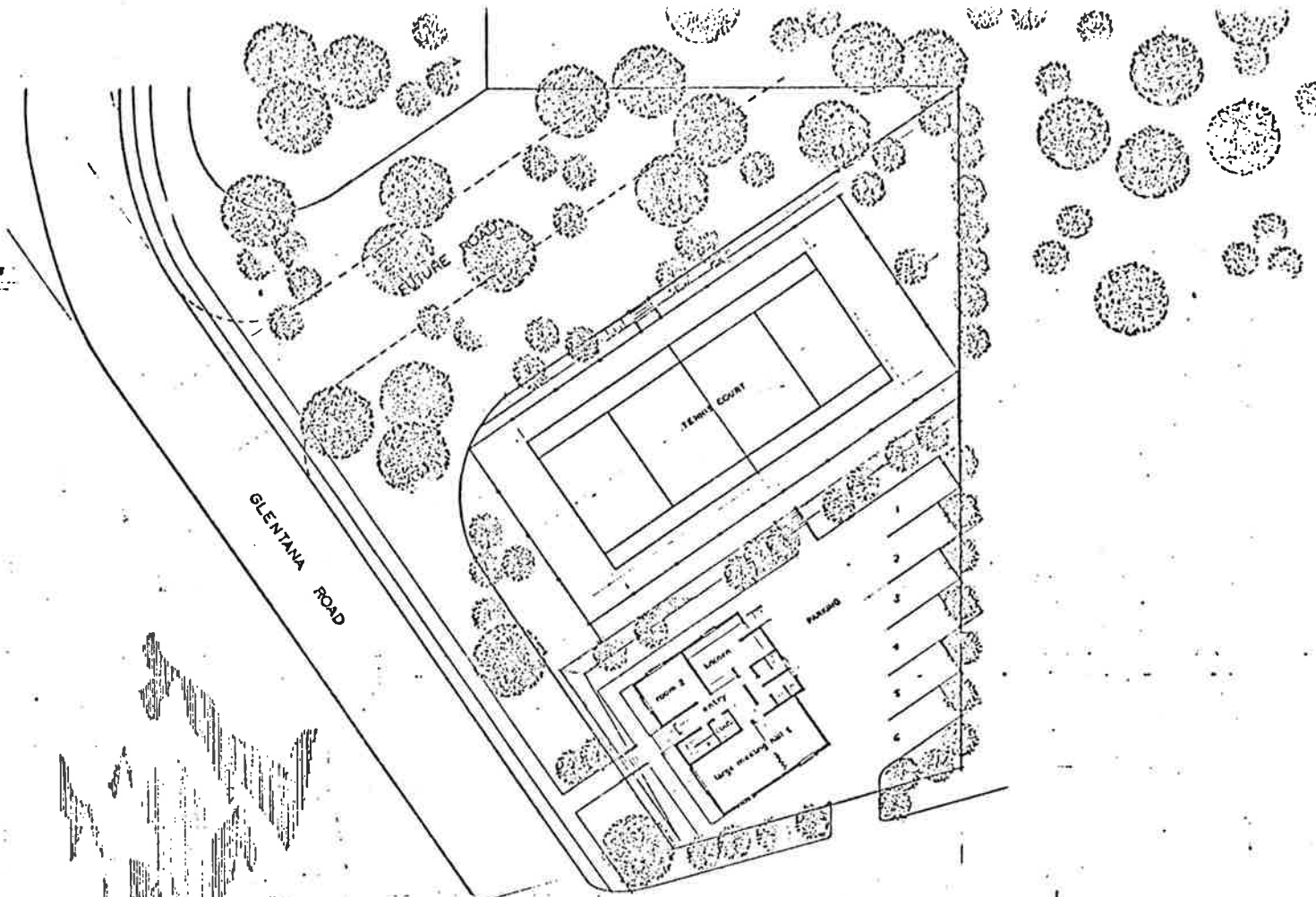
SCHEDULE C

DRAWING 5

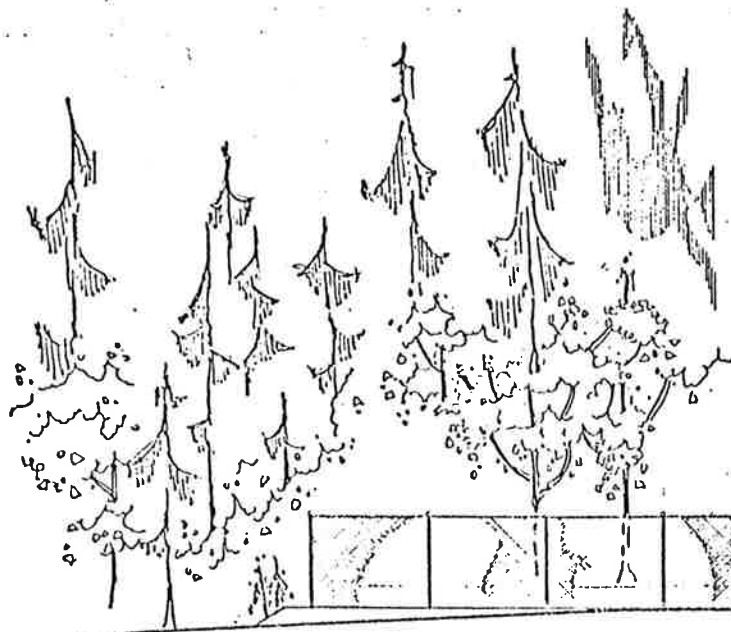
GLENTANA VILLAGE: ASKE CONST.  
 VICTO

# RECREATION CENTRE

- EXISTING BUILDING TO BE RELOCATED AND MODIFIED TO PROVIDE MEETING ROOMS AND RECREATIONAL AREAS WITH KITCHEN AND WASHROOM FACILITIES
- EXTERIOR WALLS AND ROOF TO BE REFINISHED WITH MATERIALS COMPATIBLE TO THE DEVELOPMENT AS A WHOLE
- COLOURS TO BE EARTH TONES COMPATIBLE WITH THE COLOURS TO BE USED ON THE HOUSING UNITS
- RECREATION CENTRE, TENNIS COURT AND PARKING AREAS SHALL BE LOCATED AND SCREENED TO MINIMIZE DISTURBANCE TO ADJACENT HOUSING UNITS
- EXISTING TREES SHALL BE RETAINED WHERE POSSIBLE
- LANDSCAPING SCREENING AND PLANTING SHALL BE PROVIDED TO PROTECT THE ADJACENT HOUSING UNITS FROM NOISE & VISUAL DISTURBANCE



SITE & BUILDING PLAN  
scale: 1" = 16'-0"



SECTION THROUGH SITE  
scale: 1" = 8'-0"

RECREATION CENTRE

ARCHITECT  
DONALD MACPHERSON  
ARCHITECT  
502 GOLDSTREAM AVE VIC 474-1531

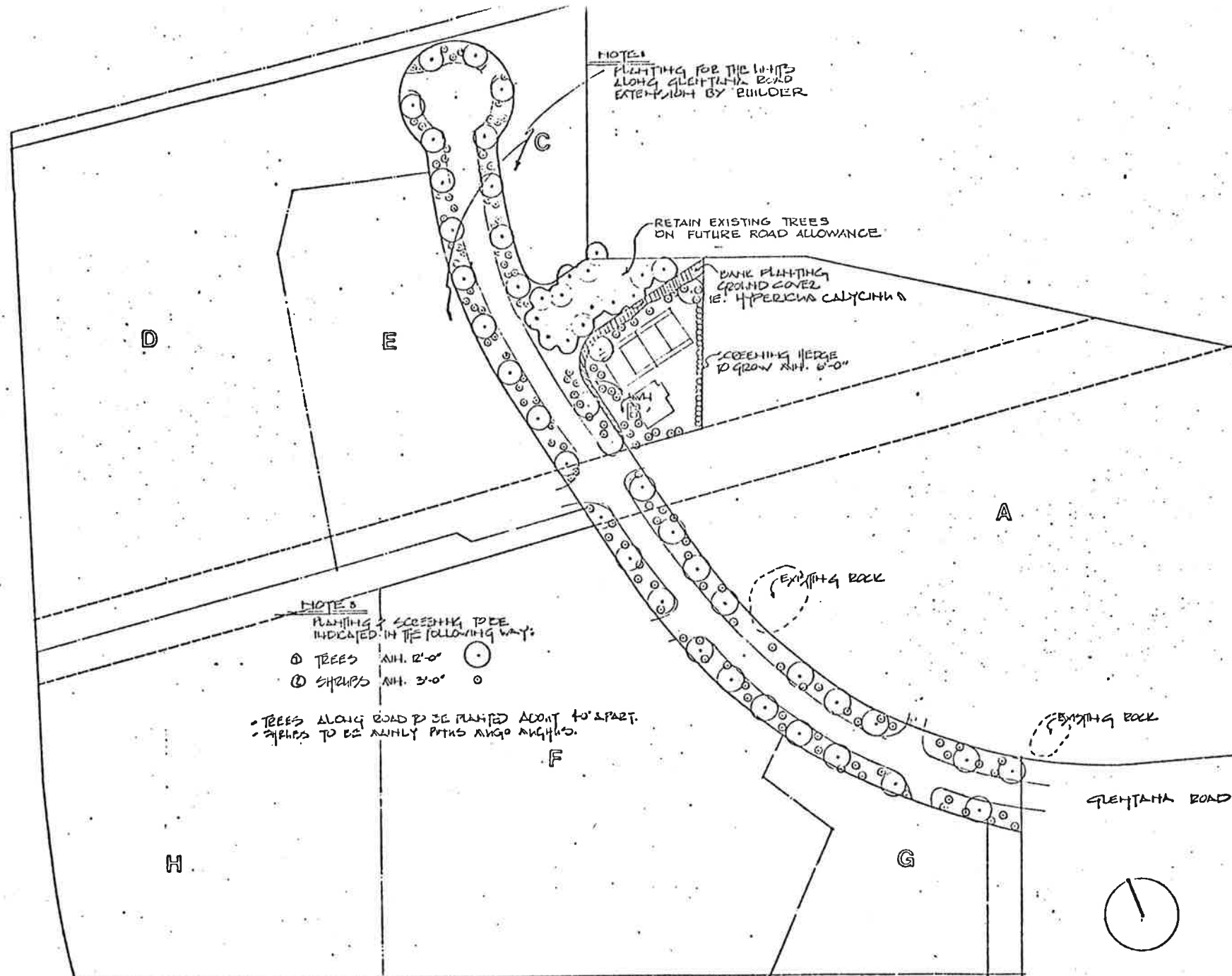
SCHEDULE C

DRAWING 6

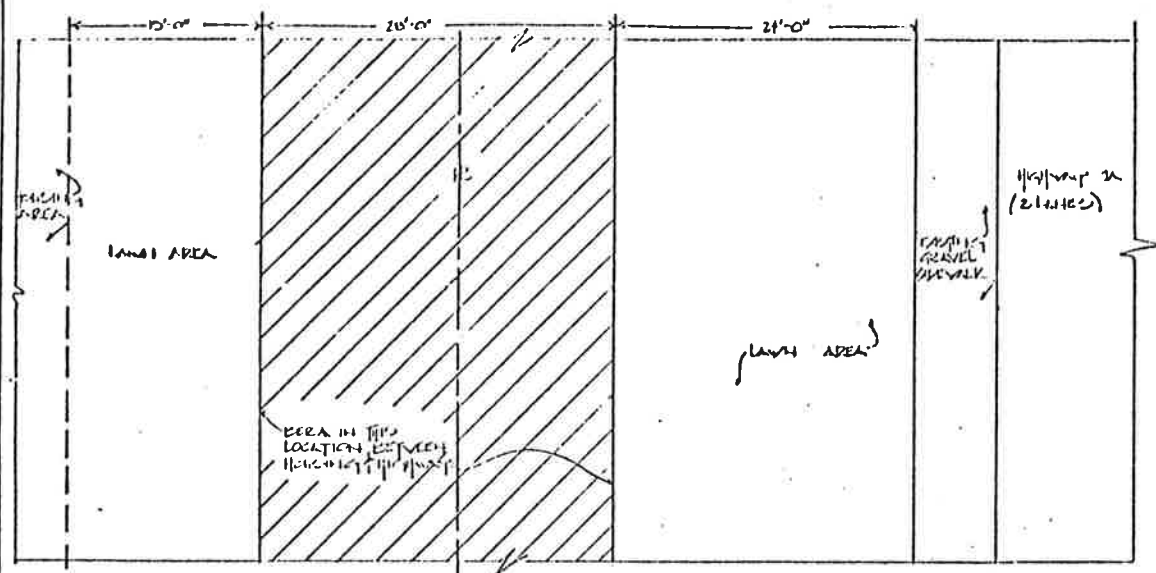
GLENTANA VILLAGE: ADOPT. CONST.

VICT





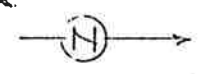
GLENTANA ROAD LANDSCAPING		DATE: SEPT 1971		DRAWN BY: K. HARTWIG	
SCHEDULE C		DRAWING 7		GLENTANA VILLAGE: ASKE CONST VICTO	
DRAWING 7		DONALD MACPHERSON ARCHITECT		582 GOLDSTREAM AVE VIC 3121	
E.D. HARTWIG LANDSCAPE DESIGN AND MEASUREMENT					



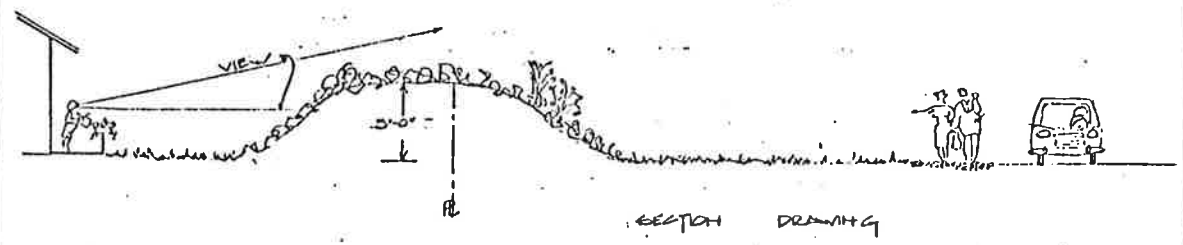
NOTES:  
 THE GRAFTING FOR ONE TREE LOCATED IN THE  
 N.W. EXTREME OF AREA 'D' ARE TO BE  
 RETAINED IN THEIR PLACEMENT.  
 THE BERINGING ARE LIMITED IN SIZE &  
 WAY AS NOT TO DISTURB THE TREES.

NOTES:  
 THE BERA IS TO BE PLANTED  
 WITH A GROUND COVER  
 AS WELL AS SOME ACQUA  
 SEED SHIRDS IN GROUPS.  
 SHIRDS - STYLOS PRAECOX  
 GROUND COVER - HYPERICHA CALYCHINA.

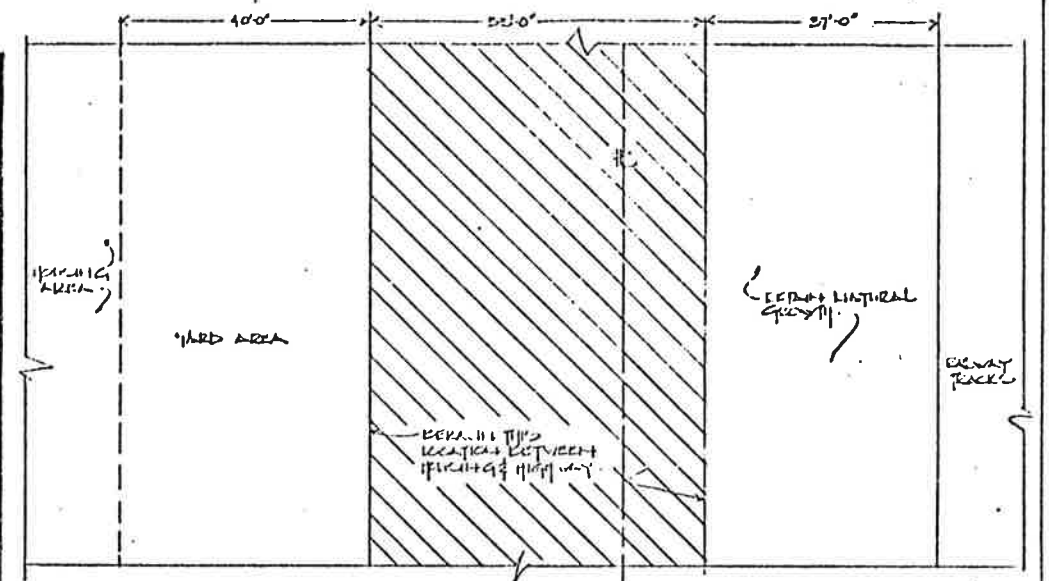
Plot Plan



EXAMPLE OF BERING FOR AREA 'D' (NORTH SIDE)  
 SCALE: 1" = 5'-0"



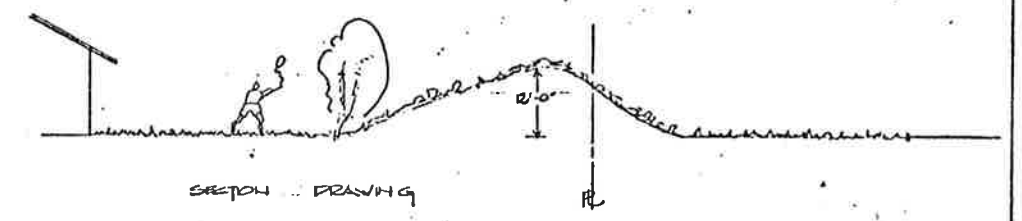
SECTION DRAWING



NOTES:  
 THE BERA IS TO BE  
 PLANTED WITH A GROUND  
 COVER AS WELL AS SOME  
 ACQUA SIZED TREES  
 IN GROUPS.  
 GROUND COVER - EXAMPE  
 HYPERICHA CALYCHINA.

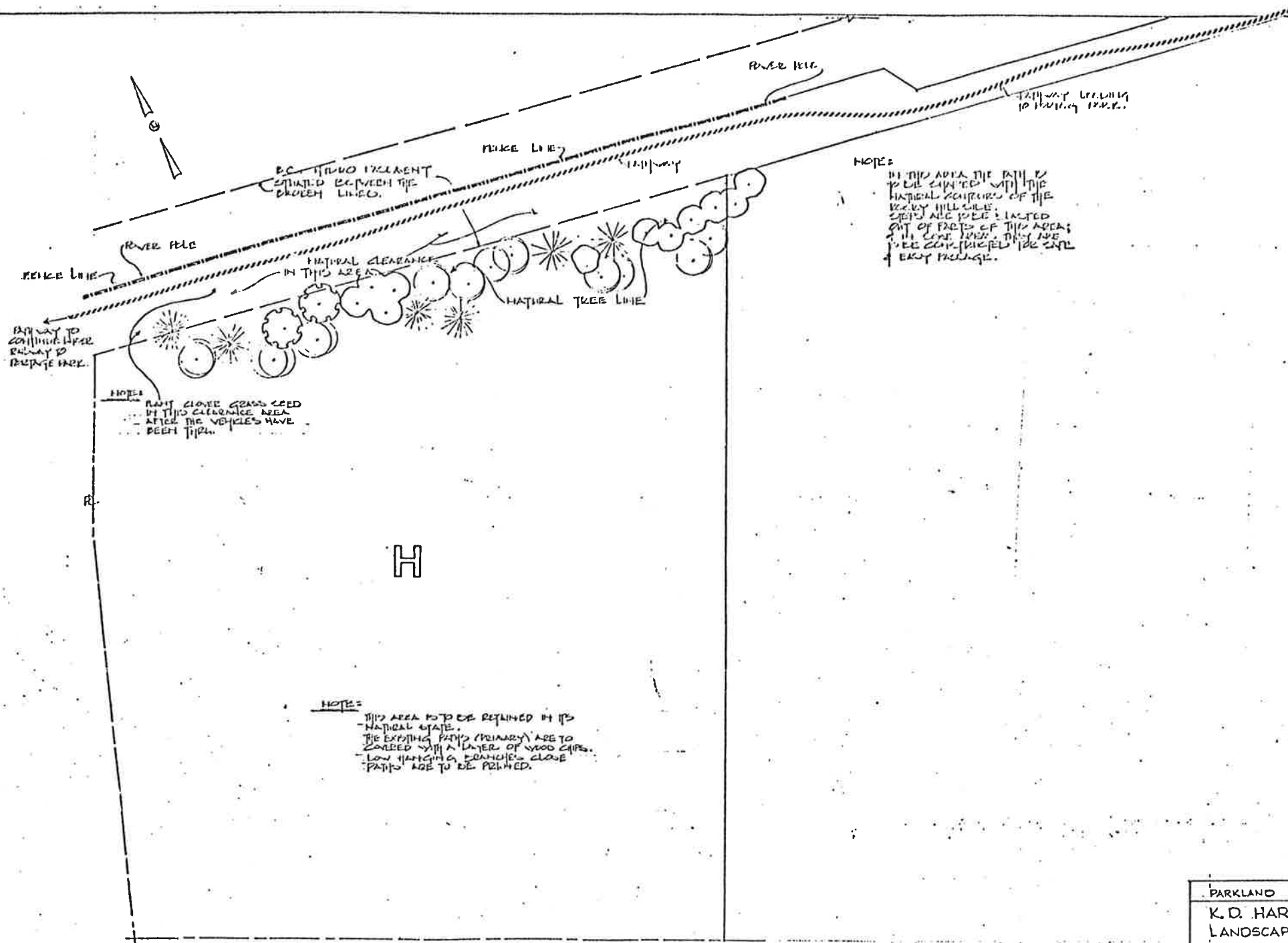


EXAMPLE OF BERING FOR AREA 'D' (NORTH SIDE)  
 SCALE: 1" = 10'-0"



SECTION DRAWING

RESIDENTIAL SCREENING	
K. D. HARTWIG	SCHEDULE C
LANDSCAPE DESIGN	
1870 MC KENZIE	DRAWING 8



NOTE:  
 IN THIS AREA THE PATH IS  
 TO BE LINED WITH THE  
 NATURAL SCAPES OF THE  
 BERRY HILL GLE.  
 STOPS ARE TO BE PLACED  
 OUT OF FIELDS OF THIS AREA  
 IN CASE THERE ARE ANY  
 ARE CONSIDERED FOR THE  
 BERRY HILL GLE.

NOTE:  
 PLANT CLOVER GRASS SEED  
 IN THIS CLEARANCE AREA  
 AFTER THE VEHICLES HAVE  
 BEEN THERE.

NOTE:  
 THIS AREA IS TO BE RETAINED IN ITS  
 NATURAL STATE.  
 THE EXISTING PATHS (PRIMARY) ARE TO  
 COVERED WITH A LAYER OF WOOD CHIPS.  
 LOW HANGING BRANCHES CLOSE  
 PATHS ARE TO BE PRUNED.

PARKLAND GREENING		SCHEDULE C
K.D. HARTWIG		
LANDSCAPE DESIGN		
1870 MCKENZIE		DRAWING 9







- Further details to be constructed entirely at the cost of the developer & to the satisfaction, since a specification approved by the Chief Engineer of the Regional District prior to any work being undertaken.
1. Pedestrian Ramp over Craigflower Road.
  2. Pedestrian Underpass beneath E+N Railway
  3. Highway & pathway improvements as laid by Dept. of Highways

PORTAGE  
INLET

SHORELINE DRIVE

CRAGFLOWER  
PUMPING STATION  
(EXISTING CRD RIGHTS)

PROPOSED  
TRUNK SEWER

SHORELINE SCHOOL

Approx. location of  
Pedestrian Ramp  
(For details of ramp  
see Div 13 of Contract  
U of L.U.C. 7-70)

CRAGFLOWER ROAD

Site Boundary

LAND USE CONTRACT  
C.R.D. RES. NO. 7-76 EXHIBIT D - DIV. 11

WDC  
RPR  
KER, PRIESTMAN & ASSOCIATES LTD.

ASKE CONSTRUCTION LTD.  
GLENANA HOUSING  
PLAN OF PROPOSED TRUNK SEWER

483 00  
SEPT 21 1977 1" = 50'

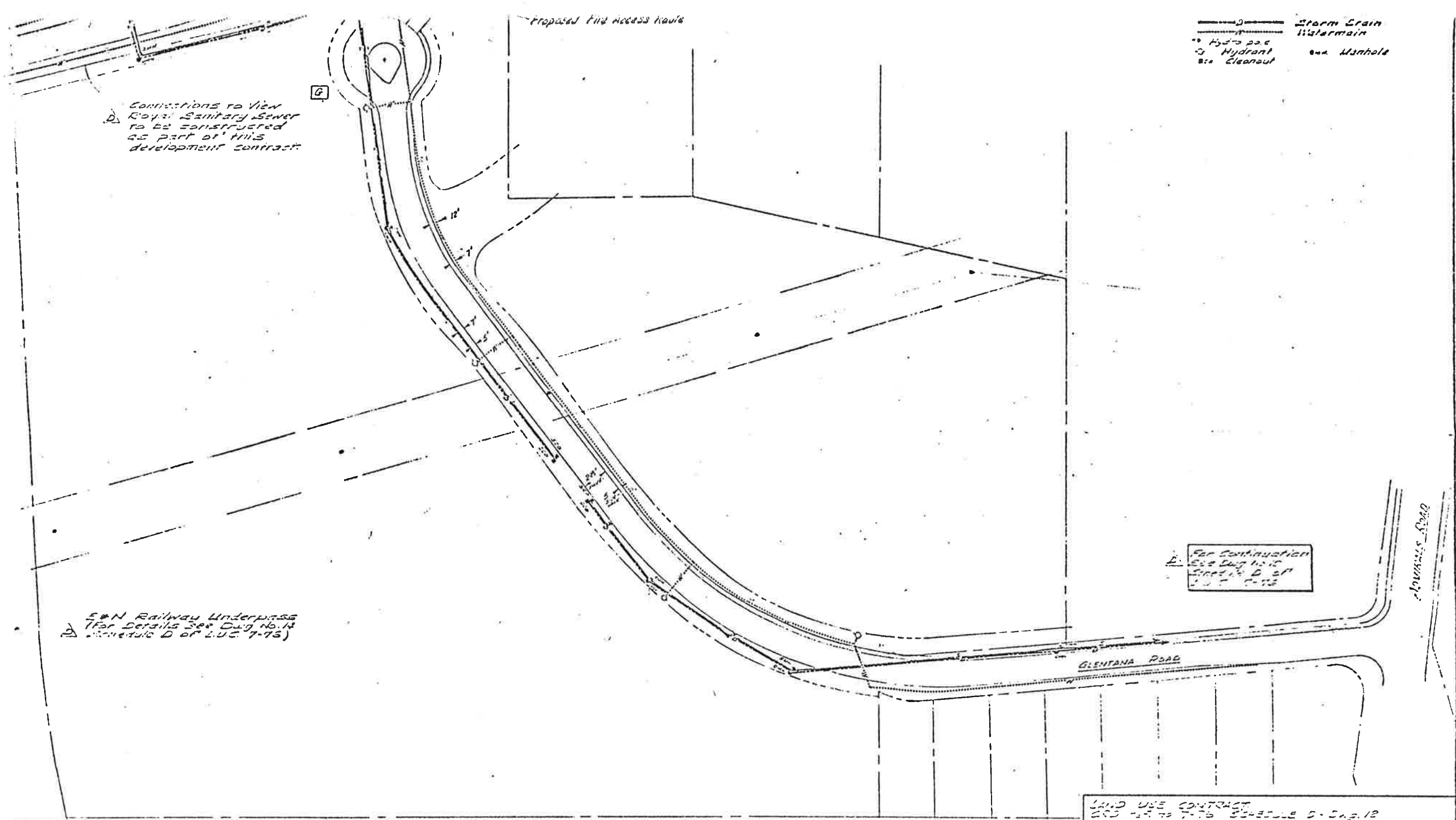
1181-SK 11 E

LEGEND

- W— Proposed Watermain
- S— Proposed Sewer
- U— Proposed Drain
- IV Existing Watermain

Notes: 1. This plan was prepared Sept 21, 1977

5	10/10/77	Noted on Job	01	11"
A	8-10-77	Land Use Contract Div. 11	02	11"

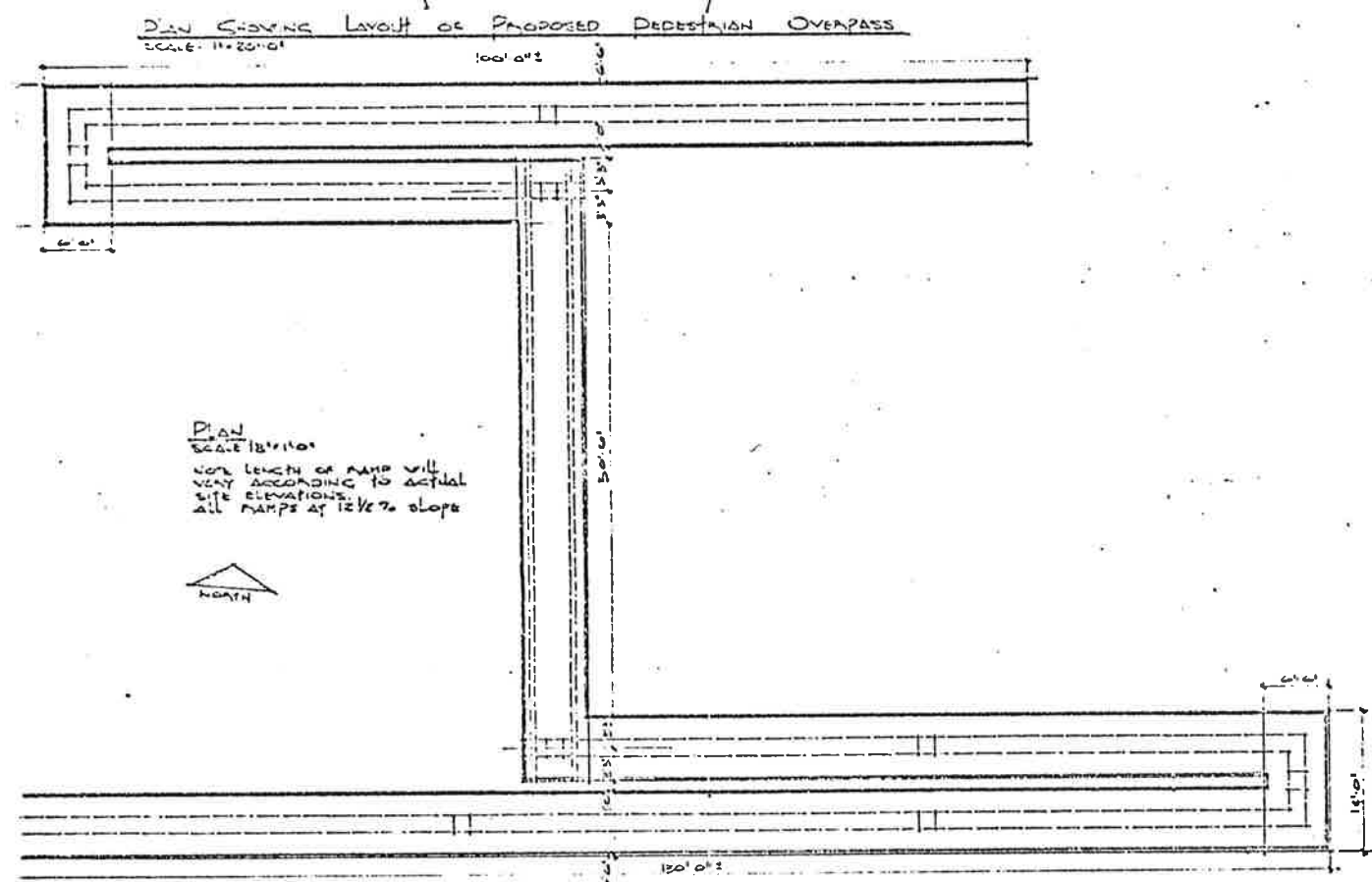
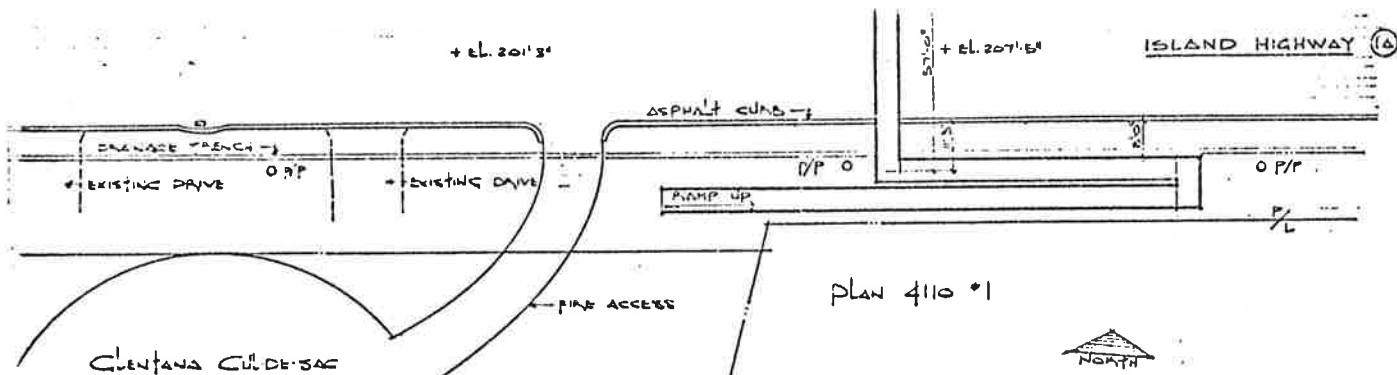


San Railway Underpass  
(For Details See Drawing No. 14  
Schedule D of LUC 7-75)

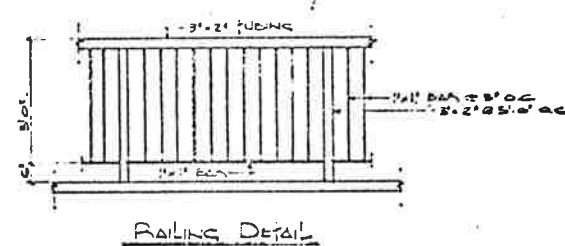
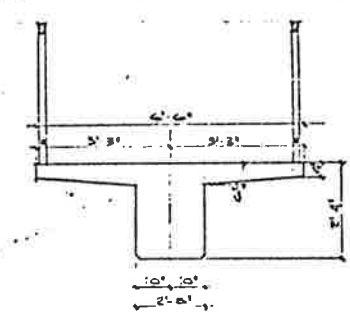
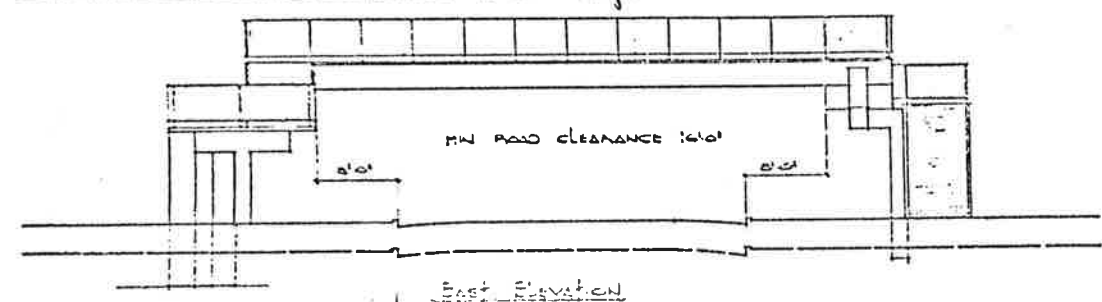
LAND USE CONTRACT  
SCHEDULE D - CH. 12

100	KER, PRIESTMAN & ASSOCIATES LTD.	DTG	DTG, CAU
101		USP 1977	1" = 20'
ASKE CONSTRUCTION LTD.		1181-SK 12	
GLENTANA HOUSING			
PLAN OF ON-SITE SERVICES			

D 20.10.77	Notes revised	GP	7/1
C 3.10.77	Land Use Contract Day No. 12 2.1		
B 20.9.77	Land Use Contract Day No. 12 2.1		
A 20.8.77	Land Use Contract Day No. 12 2.1		



PLAN  
SCALE 1/4" = 20'-0"  
NOTE: LENGTH OF RAMP WILL VARY ACCORDING TO ACTUAL SITE ELEVATIONS.  
ALL RAMP AT 12% SLOPE



PROGRESS PRINT  
PRELIMINARY  
NOT FOR CONSTRUCTION  
DATE

NO.	REVISION	DATE	BY
1			

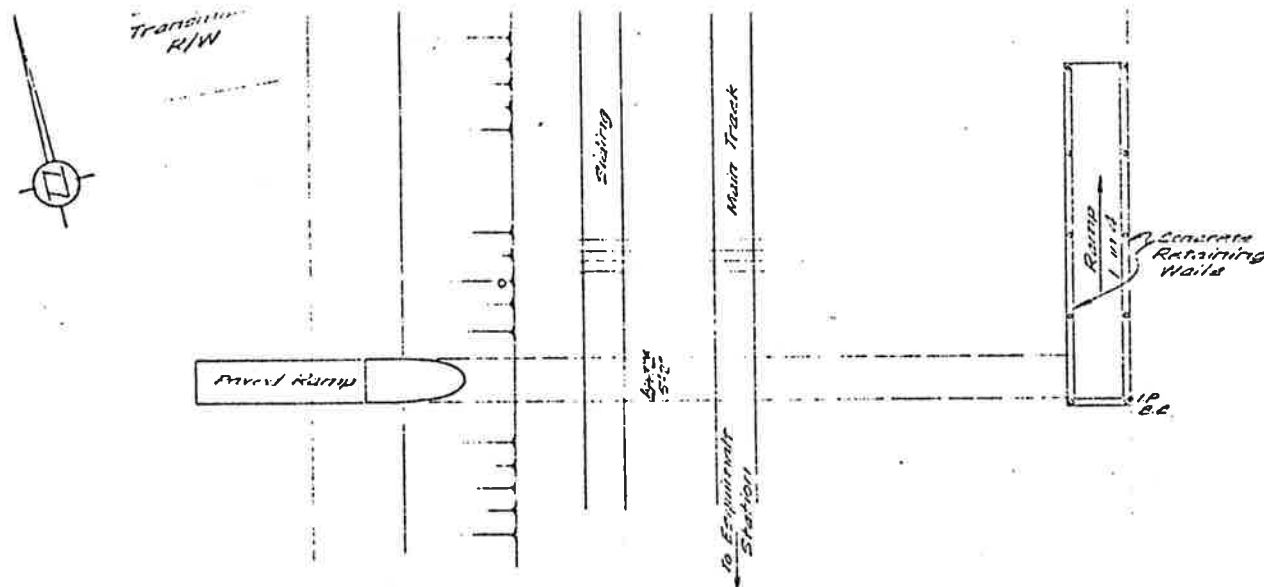
READ JONES CHRISTOFFERSEN LTD.  
CONSULTING ENGINEERS - PARKING PLANNERS

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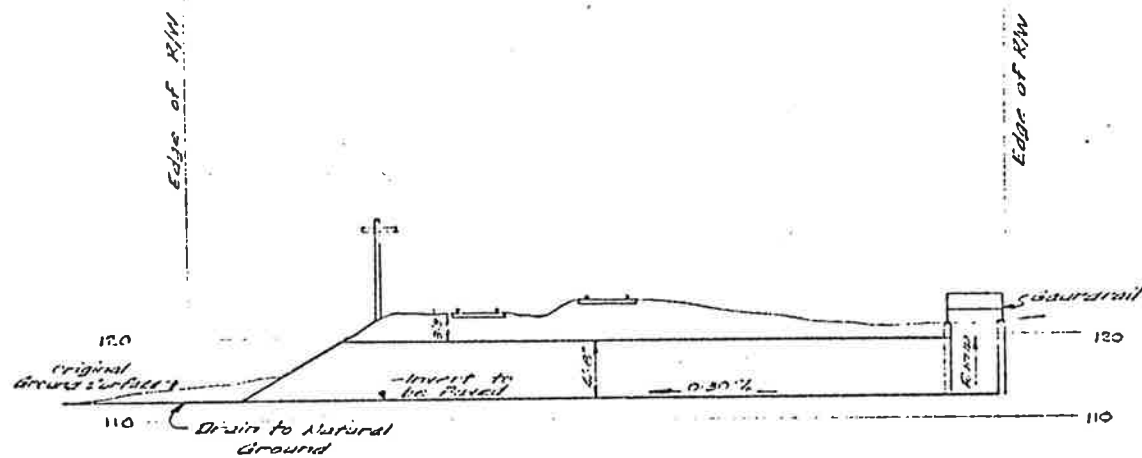
DATE: 12.9.77  
PROJECT: 97531  
SHEET: 1 OF 1  
REVISION: 1

Site!

DATE	12.9.77
CHECKED BY	
DATE	
PROJECT NO.	97531
SHEET NO.	97531-01
REVISION NO.	



PLAN  
1"=10'



PROFILE  
1"=10' VERT.

NOTES:  
1) RAILROAD UTILITY TO BE 8 GINSE  
CORRUGATED STRUCTURAL PIPE  
R/W 6'-6", SLOPE 5'-2"

LAND USE CONTRACT  
CRD FOR NO. 7-76 SCHEDULE D - DIV. 1A

100 THE	KER, PRIESTMAN & ASSOCIATES LTD.	VF	VF
		SEPT 1977 AS SHOWN	
		1181	
ASKE CONSTRUCTION LTD. OLENTANA HOUSING PRELIMINARY PLAN OF C.P. RAILWAY PEDESTRIAN UNDERPASS		1181 - SK 14	

10 10 77 Land Use Contract No. 16 2.1