

**TERMS OF INSTRUMENT - PART 2**  
**STATUTORY RIGHT OF WAY**  
**PUBLIC ACCESS to WORKS**

This Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2016 is

BETWEEN:

**SEWELL'S LIMITED**, a company incorporated under the laws of the Province of British Columbia and having its registered and records office at 700 – 401 West Georgia Street, Vancouver, BC V6B 5A1

(“**Sewell's**”)

AND:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**, having its office at 750 – 17<sup>th</sup> Street, West Vancouver, BC, V7V 3T3

(the “**District**”)

AND:

\_\_\_\_\_ **as nominee for HB NELSON LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of British Columbia and having an office at 501 – 1067 West Cordova Street, Vancouver, BC, V6C 1C7

(the “**Developer**”)

AND:

**WESTBANK PROJECTS CORP.**, a company incorporated under the laws of the Province of British Columbia and having an office at 501 – 1067 West Cordova Street, Vancouver, BC, V6C 1C7

(the “**Covenantor**”)

WHEREAS:

- A. Sewell's is the registered owner in fee simple of the Marina Parcel and is the sublessee of the Sublease Lands, as defined herein;
- B. The Developer is the registered owner in fee simple of the Residential/Commercial Parcel, as defined herein;

- C. Sewell's entered into the Purchase Agreement with the Covenantor pursuant to which the Developer *inter alia* agreed to undertake a redevelopment of the Lands, as defined herein, for residential and commercial uses and for this purpose required that the Residential/Commercial Parcel be rezoned;
- D. The District has rezoned the Residential/Commercial Parcel, which rezoning facilitates the proposed development on the Lands;
- E. Each of Sewell's, the Developer and the District wish to see that the Works are constructed and maintained on the Lands in perpetuity for the benefit of members of the public, Sewell's, the Developer, and the District;
- F. Sewell's and the Developer have agreed to enter into this Agreement with the District in order to satisfy the District that the Works will be designed, constructed, installed and maintained to the satisfaction of the Director of Engineering and the Director of Planning and that the public will be permitted access to the Public Access Area;
- G. The Works will extend onto the Foreshore Lands;
- H. Sewell's has agreed to grant to the Developer access to the Marina Parcel and Foreshore Lands in order to permit the Developer to carry out its obligations with respect to the construction and maintenance of those parts of the Works located on the Marina Parcel and Foreshore Lands;
- I. The Covenantor has agreed to guarantee all covenants and obligations of the Developer under the terms of this Agreement;
- J. The right of way granted herein is necessary for the operation of the District's undertaking pursuant to section 218 of the *Land Title Act*; and
- K. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land.

NOW THEREFORE, In consideration of the payment of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) Sewell's, the District, the Developer and the Covenantor agree as follows:

## 1. **INTERPRETATION**

### 1.1 **DEFINITIONS**

1.1.1 Terms defined in this Section 1.1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**Approval**" means written approval by the Director of Engineering on completion of the Works in accordance with the terms and conditions of this Agreement;

- (c) **"Approved Plans and Specifications"** means the plans and specifications for the Works for the Public Access Area approved by the Director of Engineering pursuant to Section 3.1;
- (d) **"Boardwalk"** means the boardwalk to be constructed by the Developer as part of the Works, and situated on the Lands, all as more particularly shown on the sketch plan(s) attached hereto as Schedule "C";
- (e) **"Building Permit"** means a building permit issued by the District authorizing construction of any building on the Lands pursuant to a Development Permit (or any portion of the Lands) at any time following the date this Agreement is fully executed by the parties;
- (f) **"day"** means a calendar day;
- (g) **"Developer SRW Area"** means that part of the Public Access Area that is within the Residential/Commercial Parcel, as shown on the sketch attached hereto as Schedule "A";
- (h) **"Development Lands"** means the Marina Parcel and the Residential/Commercial Parcel;
- (i) **"Development Permit"** means a development permit issued by the District at any time following the date this Agreement is fully executed by the parties authorizing the development on the Lands (or any portion of the Lands) as contemplated by the Zoning Bylaw and development permit application;
- (j) **"Director of Engineering"** means the person appointed from time to time as the Director of Engineering and Environment Services for the District and includes his or her successors in function and their respective nominees and delegates;
- (k) **"Director of Planning"** means the person appointed from time to time as the Director of Planning and Development Services for the District and includes his or her successors in function and their respective nominees and delegates;
- (l) **"District"** means the Corporation of the District of West Vancouver;
- (m) **"District Personnel"** means all of the District's elected and appointed officials, officers and employees;
- (n) **"Foreshore Lands"** means those parts of the Subleased Lands shown on the sketch plan attached hereto as Schedule "A", and includes any parcels into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (o) **"Head Lease"** means the lease agreement made between the Province of British Columbia and the District and dated for reference January 23, 2013 whereby the District operates the Head Lease Lands;

- (p) **“Head Lease Lands”** means those lands under the control of the District pursuant to the Head Lease, being all of the foreshore and land covered by water within the geographical limits of the Corporation of the District of West Vancouver, as more particularly described in the Head Lease;
- (q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (r) **“Lands”** means collectively the Development Lands and the Foreshore Lands;
- (s) **“Losses”** means all damages, losses, costs, actions, causes of action, claims, demands, judgements, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) and injuries (including personal injury and death);
- (t) **“LTO”** means the land title office for the jurisdiction in which the Lands are situate;
- (u) **“Marina Parcel”** means that parcel situate in the District of West Vancouver, British Columbia, and legally described as

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and includes any parcels into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*) and subject to Section 2.9.1 herein, may include any additional areas of foreshore, littoral or riparian interest that may be acquired by Sewell’s to be included as part of and consolidated with the Marina Parcel;

- (v) **“New Building”** means any building, improvement or structure constructed on the Lands contemplated by the Rezoning after the date of execution of this Agreement by Sewell’s and the Developer, but excludes any temporary buildings, structures or improvements on the Lands during the period of, and required for the purposes of any construction contemplated by the Zoning Bylaw and the Development Permit;
- (w) **“Occupancy Permit”** means a municipal permit authorizing the use and occupation of all or part of any New Building;
- (x) **“Parcel 1 New Building”** means the New Building to be constructed on the Residential/Commercial Parcel within the area indicated as Parcel 1 on the sketch plan attached hereto as Schedule “C” and in accordance with the Zoning Bylaw and Development Permit;
- (y) **“Pedestrian Access Bridge”** means the pedestrian bridge to be constructed by the Developer as part of the Works, connecting the Lands to the island situated in the Subleased Lands known as “Madrona Island”, all as more particularly shown on the sketch plan(s) attached hereto as Schedule “D”;

- (z) **“person”** means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, or unincorporated organization;
- (aa) **“Prime Rate”** means at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to customers in Canada and referred to by such bank as its “prime rate”, provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the highest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three (3%) percent greater than the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;
- (bb) **“Public Access Area”** means collectively the Developer’s SRW Area, Sewell’s SRW Area, and the Foreshore Lands as shown on the sketch plan attached hereto as Schedule “A”;
- (cc) **“Public Plazas and Pedestrian Ways”** means the public plazas and pedestrian ways to be constructed on the Lands by the Developer, as more particularly shown on the sketch plan(s) attached hereto as Schedule “E”;
- (dd) **“Purchase Agreement”** means the purchase agreement made as of December 14, 2015 among Sewell’s Limited, Sewell’s Landing Inc. and the Covenantor, as the same may be amended from time to time, pursuant to which the Developer agreed to acquire the Residential/ Commercial Parcel and to undertake the development of the Lands on behalf of Sewell’s and the Developer, on the terms and conditions set forth therein;
- (ee) **“Registration Plan”** means a survey plan satisfactory to the Director of Engineering, prepared in registrable form by a B.C. Land Surveyor in good standing in the Province of British Columbia defining the boundaries of Sewell’s SRW Area and the Developer SRW Area;
- (ff) **“Residential/Commercial Parcel”** means that parcel situate in the District of West Vancouver, British Columbia, and legally described as
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- and includes any parcels into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (gg) **“Rezoning”** means the rezoning of the Lands pursuant to the Zoning Bylaw;

- (hh) **“Sewell’s SRW Area”** means that part of the Public Access Area that is within the Marina Parcel, as shown on the sketch attached hereto as Schedule “A”;
- (ii) **“Subleased Lands”** means those parts of the Head Lease Lands shown outlined in heavy ink on the plan attached hereto as Schedule “B”, and includes any parcels into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (jj) **“Works”** means all work to be done by the Developer within the Public Access Area pursuant to the Approved Plans and Specifications and pursuant to any Development Permit issued for the development of the Lands, being provision of the Boardwalk, the Pedestrian Access Bridge and the Public Plazas and Pedestrian Ways and which may include, without limitation, foundation, pavement or concrete or other surfaces, an appropriate base, supports, drainage systems, and all related elements and amenities to be installed and other services, utilities and facilities which may be necessary or desirable, in the opinion of the Director of Engineering and the Director of Planning as set out in the Development Permit and all renewals, substitutions, additions, relocations and reconstructions thereof in and over or under the Public Access Area as approved by the District; and
- (kk) **“Zoning Bylaw”** means the District of West Vancouver “Zoning Bylaw No. 4662, 2010” as modified by the “Zoning Amendment Bylaw No. 4898, 2016” and as amended, consolidated, re-enacted or replaced from time to time.

## **1.2 SCHEDULES**

1.2.1 The schedules listed below form part of this Agreement

- (a) Schedule “A” – Public Access Area
- (b) Schedule “B” – Plan of Subleased Lands
- (c) Schedule “C” – Boardwalk
- (d) Schedule “D” – Pedestrian Access Bridge
- (e) Schedule “E” – Public Plazas and Pedestrian Ways

## **2. STATUTORY RIGHTS OF WAY**

### **2.1 GRANT OF STATUTORY RIGHT OF WAY BY SEWELL’S**

2.1.1 Pursuant to Section 218 of the *Land Title Act*, Sewell’s agrees that:

- (a) Sewell’s grants to the District absolutely and in perpetuity the full, free and uninterrupted right, liberty, easement, and statutory right of way on, over and upon Sewell’s SRW Area at all times hereafter for the purpose of:

(i) permitting all members of the public, at their will and pleasure, 24 hours a day, 7 days a week, to pass, be on, and repass along and across the surface of Sewell's SRW Area, or any portion thereof, for rest, relaxation and recreation and to provide public access to and from the District's streets and sidewalks adjacent to the Lands:

- (A) on foot;
- (B) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;
- (C) using baby carriages, children's strollers, or similar devices which afford mobility to young pedestrians and their parents/guardians; or
- (D) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted herein);

(ii) permitting the District and District Personnel to enter on Sewell's SRW Area with contractors, workers, vehicles, equipment, tools and materials for the purpose of inspecting Sewell's SRW Area and the Works and carrying out any of Sewell's or the Developer's obligations as set out in this Agreement if Sewell's or the Developer, as applicable fails, within applicable cure periods, to fulfil such obligations, including, without limiting the obligation to maintain, repair and replace when necessary and the following will apply:

- (A) the District will give 30 days' written notice to Sewell's and the Developer of the District's intention to carry out such work, which notice will include a reasonable description of the default, provided that no notice will be required in the event of emergency or apprehended emergency, in the sole opinion of the Director of Engineering; and
- (B) the Developer covenants to forthwith pay to the District all costs and expenses incurred by the District undertaking such work, including all fees paid to expert consultants plus an additional ten percent (10%) of all such costs to cover administrative overhead upon the District issuing invoices for same, together with interest on all such amounts at the Prime Rate plus three percent (3%) per annum commencing as of the 30th business day after the date of delivery of each such invoice to the Developer;

## **2.2 GRANT OF STATUTORY RIGHT OF WAY BY DEVELOPER**

2.2.1 Pursuant to Section 218 of the *Land Title Act*, the Developer agrees that:

- (a) the Developer grants to the District absolutely and in perpetuity the full, free and uninterrupted right, liberty, easement, and statutory right of way

on, over and upon the Developer SRW Area at all times hereafter for the purpose of:

(i) permitting all members of the public, at their will and pleasure, 24 hours a day, 7 days a week, to pass, be on, and repass along and across the surface of the Developer's SRW Area, or any portion thereof, for rest, relaxation and recreation and to provide public access to and from the District's streets and sidewalks adjacent to the Lands:

- (A) on foot;
- (B) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;
- (C) using baby carriages, children's strollers, or similar devices which afford mobility to young pedestrians and their parents/guardians; or
- (D) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted herein);

(ii) permitting the District and District Personnel to enter on the Developer SRW Area with contractors, workers, vehicles, equipment, tools and materials for the purpose of inspecting the Developer SRW Area and the Works and carrying out any of Sewell's or Developer's obligations as set out in this Agreement if Sewell's or the Developer, as applicable fails, within applicable cure periods, to fulfil such obligations, including, without limiting the obligation to maintain, repair and replace when necessary and the following will apply:

- (A) the District will give 30 days' written notice to Sewell's and the Developer of the District's intention to carry out such work, which notice will include a reasonable description of the default, provided that no notice will be required in the event of emergency or apprehended emergency, in the sole opinion of the Director of Engineering; and
- (B) the Developer covenants to forthwith pay to the District all costs and expenses incurred by the District undertaking such work, including all fees paid to expert consultants plus an additional ten percent (10%) of all such costs to cover administrative overhead upon the District issuing invoices for same, together with interest on all such amounts at the Prime Rate plus three percent (3%) per annum commencing as of the 30th business day after the date of delivery of each such invoice to the Developer.

## **2.3 DISTRICT UNDERTAKING SEWELL'S OR DEVELOPER'S OBLIGATIONS**

2.3.1 If the District elects to undertake any of Sewell's or the Developer's obligations under this Agreement in accordance with the terms hereof, then, notwithstanding any other provisions of this Agreement:

- (a) the District will not be bound by any timing, scheduling or deadline requirements contained in this Agreement or otherwise, but will undertake and prosecute such works with reasonable diligence;
- (b) the District will not be bound by construction obligations of Sewell's or the Developer as set out in this Agreement or otherwise; and
- (c) nothing in Sections 2.1, 1.1, or 2.3 will limit, modify or amend the obligations of the Developer to, at its sole expense, design, construct, install, complete and maintain the Works in accordance with in this Agreement and any Development Permit.

## **2.4 USE OF PUBLIC ACCESS AREA**

2.4.1 The District agrees that it will not give permission to the public to pass, be on and to repass on the Public Access Area, or any portion thereof, until completion of the Works and the issuance of Approval, but on issuance of the Approval the District's permission will be deemed to have been given and the following will apply:

- (a) the District may withdraw and reinstate such permission to the public from time to time as the District will see fit by notice in writing to Sewell's and/or the Developer;
- (b) for so long as the District gives its permission as aforesaid, and following completion of construction of the Works, but subject at all times to Sections 2.4.2 and 2.5, Sewell's and the Developer will permit the public to pass and repass along and across the Public Access Area; and
- (c) the Director of Engineering may give such notice for the District.

2.4.2 Sewell's and/or the Developer may bar entry to or eject from the Public Access Area, any member of the public who:

- (a) acts in a disorderly or offensive manner, interferes with or obstructs any other person, appears intoxicated by alcohol or drugs or commits or appears to commit an illegal act;
- (b) presents an apparent threat to the safety of others or to the security of any improvements on the Public Access Area;
- (c) at any time takes up abode on the Public Access Area or apparently attempts such abode, loiters on the Public Access Area between the hours of 10:00pm and 7:00am, or erects a tent, shelter or other type of structure or accommodation on the Public Access Area; or
  - (i) comes into the Public Access Area to conduct or attend a demonstration, rally or performance (whether in concert with others or not),

distribute pamphlets or hand bills or other printed material, broadcast music or singing or offensive noises, picket, make speeches or beg, panhandle or engage in any commercial activity.

## **2.5 INTERRUPTION OF PUBLIC USE.**

- 2.5.1 Sewell's and/or the Developer may temporarily interrupt the public use and enjoyment of the Public Access Area, provided that any such interruption shall only be to the extent reasonably necessary for Sewell's or the Developer to carry out maintenance, repair and replacement work which Sewell's or the Developer is expressly permitted or required to carry out under this Agreement or otherwise for Sewell's to maintain and ensure the proper operation and functioning of the commercial marina facilities and working waterfront forming a part of the Marina Parcel and the Subleased Lands. Notwithstanding the foregoing, Sewell's or the Developer, as applicable, shall obtain the written consent of the Director of Engineering, acting reasonably, prior to interrupting the public use and enjoyment of the Public Access Area in connection with any substantial maintenance, repair or replacement work, provided however that such prior written consent will not be required in the event of an emergency or apprehended emergency.
- 2.5.2 Subject to the applicable bylaws, rules and regulations of the District. Sewell's and/or the Developer may from time to time use the Public Access Area to host temporary special events available to the public and the District acknowledges and agrees such use shall not constitute an interruption of public use and enjoyment of the Public Access Area granted hereunder,

## **2.6 ACQUISITION OF ADDITIONAL FORESHORE AREAS**

- 2.6.1 The District acknowledges that Sewell's may, after the execution and registration of this Agreement, and in accordance with the applicable policies of the Province, apply for and acquire additional areas adjacent to the Marina Parcel comprising filled foreshore, littoral or riparian interest, which areas would be included as part of and consolidated with the Marina Parcel, and the parties will enter into any required modifications of this Agreement to give effect to the foregoing and to ensure that any rights or way or other charges set forth herein will continue to run with and bind the Marina Parcel, including such additional areas of filled foreshore, littoral or riparian interest consolidated with the Marina Parcel.

## **2.7 ACCESS FOR CONSTRUCTION AND MAINTENANCE OF WORKS**

- 2.7.1 For the purposes of carrying out the Developer's obligations with respect to the construction and maintenance of the Works on the Marina Parcel and the Foreshore Lands, Sewell's shall permit the Developer to enter upon and use the Marina Parcel and the Foreshore Lands from time to time and with prior written consent of Sewell's, not to be unreasonably withheld or delayed, provided however that such prior written consent will not be required in the event of an emergency or apprehended emergency..

2.7.2 Pursuant to section 8(v) of the Sublease, the District hereby consents to the granting of access over the Foreshore Lands by Sewell's to the Developer pursuant to Section 2.7.1 hereof.

## **2.8 CONFIRMATION BY SEWELL'S AS TO PUBLIC ENTRY**

2.8.1 Sewell's covenants and agrees not to deny entry to the public for the purposes of passing and repassing along the Foreshore Lands, notwithstanding any exception contemplated by section 8(o) of the Sublease.

## **2.9 NO OBLIGATION.**

2.9.1 Nothing in this Agreement implies that the District has any obligation to Sewell's, the Developer or to anyone else to exercise any of its rights under Sections 2.1, 1.1, or 2.3.

## **2.10 SRW NOT INTERRUPTED BY DEFAULT OF THE DISTRICT.**

2.10.1 No default by the District with respect to the Statutory Right of Way and no act or failure to act by the District in connection with the Statutory Right of Way will result or be deemed to result in the interruption, suspension, or termination of the right of way, and Sewell's and the Developer will refrain from seeking any judgment, order, declaration, or injunction to that effect.

## **2.11 MODIFICATION OF AGREEMENT.**

2.11.1 If a Registration Plan is required in accordance with Section 3.1.1(e)(viii)(B), the Developer, at its sole cost and expense, will arrange for the preparation, in registrable form and to the satisfaction of the District of a modification of, or replacement for, this Agreement (the "**Modification Agreement**") which will redefine the Developer SRW Area or Sewell's SRW Area to be the area defined by the Registration Plan prepared in accordance with Section 3.1.1 (e)(viii)(B). The Developer will deliver the Modification Agreement to the District for execution by the District and once fully executed the Developer and/or Sewell's, as applicable, will take all necessary steps to register the Modification Agreement and the Registration Plan against title to the Lands at the Land Title Office to the satisfaction of and in priority acceptable to the District provided that until this Agreement is modified, the statutory right of way set out in this Agreement will remain registered as a charge against the Lands.

## **2.12 OTHER SECTIONS FORM PART OF STATUTORY RIGHT OF WAY.**

2.12.1 Sewell's and the Developer covenant and agree with the District that Sections 5.2 to 8.22.1 inclusive of this Agreement will be deemed to be included in and form part of this statutory right of way made pursuant to Section 218 of the *Land Title Act*.

### **3. DESIGN, CONSTRUCTION, INSTALLATION OF WORKS AND HOLD ON PERMITS**

#### **3.1 SECTION 219 COVENANT.**

3.1.1 Pursuant to Section 219 of the *Land Title Act*, Sewell's and the Developer covenant with the District in respect of the use of any portion of the Development Lands as follows:

- (a) the Development Lands will not be used in a manner contrary to this covenant;
- (b) the Developer, at its sole expense, will be responsible for designing and constructing the Works in accordance with the terms and conditions of this Agreement;
- (c) neither Sewell's nor the Developer will request, cause or suffer the issuance of a Building Permit for any New Building and the District will not be obligated to issue a Building Permit for any New Building unless and until the Director of Engineering and the Director of Planning have approved the plans and specifications for the Works in accordance with Section 3.1.1(d)
- (d) the Developer will prepare and submit to the Director of Engineering and the Director of Planning for approval, detailed plans and specifications for the design of the Works and if the Director of Engineering or the Director of Planning provide comments to the Developer on the plans and specifications and requests amendments to them, the Developer will amend those plans and specifications to the extent that the Director of Engineering and the Director of Planning consider necessary or desirable, and re-submit them to the Director of Engineering and the Director of Planning until they are satisfactory to both the Director of Engineering and the Director of Planning, and each issues their approval in writing;
- (e) neither Sewell's nor the Developer will request, cause or suffer the issuance of any Occupancy Permit for the Parcel 1 New Building until the Developer has constructed the Works for the Public Access Area in accordance with the Development Permit, Building Permit and all other permits issued by the District and this Agreement and in particular, without limiting the foregoing, the Developer will and with respect to Section 3.1.1 (e)(viii) the Developer and/or Sewell's will:
  - (i) take all steps necessary to apply for and obtain the issuance of all approvals and permits required at law for the Works from all government bodies having jurisdiction, and pay all requisite statutory fees for such applications and issuances;
  - (ii) carry out the Works continuously, diligently, in a good and workmanlike manner, strictly according to the Approved Plans and Specifications and the requirements of this Agreement, and accepted industry standard construction practice;

(iii) advise the Director of Engineering regularly, and at such intervals as the Director of Engineering otherwise requires, of the progress of the Works;

(iv) allow the Director of Engineering, and the District's employees and agents, to inspect the Works as frequently as the Director of Engineering deems necessary to confirm that the Works are being carried out according to the Approved Plans and Specifications and the requirements of this Agreement and in such manner as the Director of Engineering deems necessary or desirable;

(v) ensure that all materials used in the Works are of good quality, free from defect and suitable for the uses to which they will be put;

(vi) correct promptly all defects or variations in construction as reported to the Developer by its contractor or the Director of Engineering;

(vii) on completion of the Works according to the Approved Plans and Specifications and the requirements of this Agreement, obtain the Approval; and

(i) deliver to the Director of Engineering, in a form and content satisfactory to the Director of Engineering:

(A) four (4) copies of a topographic survey of the Public Access Area prepared by a B.C. Land Surveyor in good standing in the Province of British Columbia which confirms whether all surface features and the Works intended to be part of Sewell's SRW Area or the Developer SRW Area are or will be wholly contained within the boundaries of either Sewell's SRW Area or the Developer SRW; and

(B) a Registration Plan prepared by a B.C. Land Surveyor in good standing in the Province of British Columbia defining the boundaries of Sewell's SRW Area and the Developer SRW Area such that all features of the Works are located wholly within either Sewell's SRW Area or the Developer SRW Area; and

(viii) if applicable, take all necessary steps required to satisfy Sewell's and the Developer's obligations pursuant to Section 2.11 to the satisfaction of the Director of Planning,,

and Sewell's and the Developer agree that notwithstanding that Sewell's or the Developer may be otherwise entitled, the District will not be obligated to issue any Occupancy Permit for the Parcel 1 New Building until Sewell's and the Developer has complied with this Section 3.1.1(e).

### **3.2 OTHER SECTIONS FORM PART OF THIS COVENANT.**

3.2.1 Sewell's and the Developer covenant and agree that Sections 5.2 to 8.17.1 inclusive of this Agreement will be deemed to be included in and form part of this covenant made pursuant to Section 219 of the *Land Title Act*.

### **3.3 WORKING WATERFRONT**

- 3.3.1 Notwithstanding Section 2.8.1., the District shall not be entitled to require any Works to be placed or installed on the Public Access Area which would materially impede or restrict the operations of a working waterfront on the Marina Parcel and the Subleased Lands.

## **4. MAINTENANCE OBLIGATIONS**

### **4.1 SECTION 219 COVENANT.**

- 4.1.1 Pursuant to Section 219 of the *Land Title Act*, Sewell's and the Developer covenant and agree with the District as covenants and agreements running with and binding the Lands that:

- (a) the Lands will not be used in a manner contrary to this covenant;
- (b) Sewell's and the Developer, as applicable, will take on all responsibility and liability associated with the maintenance, repair and replacement of the Works and the Public Access Area and no such responsibility will rest with the District, District Personnel, the Director of Engineering or the Director of Planning;
- (c) following issuance of the Approval, Sewell's or the Developer, as applicable, at their sole expense, will maintain, repair, regrade and replace (when necessary) the Works to the satisfaction of the Director of Engineering and the Director of Planning and in particular, without limiting the foregoing, Sewell's or the Developer as applicable will:
  - (i) keep the Public Access Area free of ice and snow as would a prudent owner of a similar public access area;
  - (ii) at all times keep the Works in good repair and condition appropriate for the use of the Public Access Area by the public, all to the satisfaction of the Director of Engineering and the Director of Planning;
  - (iii) keep the Public Access Area lit from dusk until dawn and when foggy, or such other hours as approved by the Director of Engineering;
  - (iv) replace the Works which cannot be kept in good repair and appearance with items of equal kind, value and utility and obtain the prior written consent of the Director of Engineering and the Director of Planning to any major or structural repairs;
  - (v) keep the Public Access Area in a neat, tidy, safe unobstructed condition at all times, except during repair or maintenance thereof;
  - (vi) not construct, install or suffer the construction or installation of any buildings or structures on or in the Public Access Area, other than any buildings or structures approved in any applicable Development Permit or the Approved Plans and Specifications without the prior written consent of the Director of Engineering and the Director of Planning;

(vii) not construct or install or suffer the construction or installation of any fences, gates or other devices which impede, restrict or limit access, or are intended to impede, restrict or limit access, to the Public Access Area by members of the public;

(viii) empty any litter receptacles situated on the Public Access Area at a frequency necessary to maintain the Public Access Area in a neat, tidy, safe and unobstructed condition and otherwise at a frequency approved by the Director of Engineering;

(ix) not do nor suffer anything which adversely affects the public use and enjoyment of the Public Access Area, except as permitted or required by this Agreement;

(x) not install any signs which denote the Public Access Area as being private property; and

(xi) not alter the Public Access Area except to repair or replace the Works as permitted or required by this Agreement; and

(d) Sewell's and the Developer will at all times carry and maintain such general liability and other insurance for claims for personal injury, death or property damage arising out of any use or enjoyment of the Public Access Area and the rights of way hereby granted, as would a prudent owner of a property and space similar to the Public Access Area, and promptly upon demand, provide the District with copies of insurance policies evidencing the same.

#### **4.2 OTHER SECTIONS FORM PART OF THIS COVENANT.**

4.2.1 Sewell's and the Developer covenant and agree that Sections 5.2 to 8.17.1 inclusive of this Agreement will be deemed to be included in and form part of this covenant made pursuant to Section 219 of the *Land Title Act*.

### **5. RELEASE AND INDEMNITY**

#### **5.1 RELEASE.**

5.1.1 Neither Sewell's nor the Developer will make any claims against the District or District Personnel and each of Sewell's and the Developer hereby release and discharge the District and District Personnel from and against all Losses which may, at any time, arise or accrue to Sewell's or the Developer, in connection with this Agreement including, without limitation:

(a) by reason of the District or District Personnel:

(i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;

(ii) inspecting the Works;

(iii) performing any work in accordance with the terms of this Agreement or requiring Sewell's or the Developer to perform any work pursuant to this Agreement;

- (iv) exercising any of its rights under any statutory right of way granted to the District pursuant to this Agreement; or
  - (v) withholding any permits pursuant to this Agreement.
- (b) that arise out of, or would not have been incurred but for:
- (i) the design, construction or installation (including any defective materials or faulty workmanship) of the Works;
  - (ii) this Agreement;
  - (iii) the access granted by Sewell's to the Developer pursuant to Section 2.7 hereof;
  - (iv) the Sublease; or
  - (v) the District's obligations under the Head Lease with respect to improvements located in the Foreshore Lands,

except to the extent such Losses are the result of the negligent acts or omissions on the part of the District or District Personnel. The release set out in this Section 5.1 will survive the expiration or earlier termination of this Agreement.

## **5.2 INDEMNITY.**

5.2.1 Sewell's and the Developer hereby covenants and agrees with the District to indemnify and save harmless and reimburse the District and District Personnel from and against all Losses which may arise or accrue to Sewell's, the Developer or any person, firm or corporation against the District or District Personnel or which the District or District Personnel may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (a) the construction, installation, existence, maintenance, repair, replacement, removal, use or occupation of the Works or the Public Access Area;
- (b) this Agreement, including the withholding of any permits by the District pursuant to this Agreement;
- (c) any personal injury, property damage or death occurring in or upon the Public Access Area in whole or part from the exercise of the statutory right of way in this Agreement by any party; or
- (d) the release by the District of any or all of the District's rights under this Agreement or the loss of any rights purported to be granted hereby,
- (e) the District or District Personnel:
  - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;
  - (ii) inspecting the Works;
  - (iii) performing any work in accordance with the terms of this Agreement or requiring Sewell's or the Developer to perform any work pursuant to this Agreement; or

(iv) exercising any of its rights under any statutory right of way granted to the District pursuant to this Agreement; or

(f) any and all Losses which may arise or accrue to any person, firm or corporation including a member of the public against the District or any District Personnel or which the District or any District Personnel may, incur, sustain or be put to, by reason of:

(i) any negligent act or omission or wilful misconduct of Sewell's, the Developer or any of their contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the exercise of the obligations or responsibilities of Sewell's and the Developer under this Agreement; or

(ii) any default in the due observance and performance of the obligations or responsibilities of Sewell's or the Developer under this Agreement or the Sublease,

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

### **5.3 OBLIGATIONS CONTINUE.**

5.3.1 Sewell's and the Developer's obligations to release, indemnify and save harmless the District and District Personnel pursuant to Sections 5.1 and 5.2 of this Agreement will continue to apply even if any of Sewell's or the Developer's obligations are undertaken by the District pursuant to the terms of this Agreement or otherwise.

## **6. SUBDIVISION**

### **6.1 SUBDIVISION.**

6.1.1 If the Lands or the Subleased Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act*, or under the *Strata Property Act*, S.B.C. 1998, Chapter 43, or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

(a) subject to Section 6.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and

(b) the burdens, obligations, covenant, statutory right of way and equitable charge contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

### **6.2 SUBDIVISION BY STRATA PLAN.**

6.2.1 If the Lands or the Subleased Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the relevant portion of the Public Access Area will form part of the common property of such strata plan and will not form a strata lot or part of a strata lot;
- (b) the Section 219 covenants and obligations therein and the statutory right of way and equitable charge granted pursuant to this Agreement will be registered against each individual strata lot and noted on the common property sheet;
- (c) the strata corporation or the strata corporations created will perform and observe Sewell's or the Developer's, as applicable, covenants in this Agreement, solely at the expense of the strata lot owners;
- (d) the liability of each strata lot owner for the performance and observance of Sewell's or the Developer's, as applicable, covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan; and
- (e) no part of the Works will form part of or be located within any strata lot or part of any strata lot and any Works not contained within the Public Access Area will be contained within the common property established by the strata plan,

provided that, if the Lands or the Subleased Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe Sewell's or the Developer's, as applicable, covenants in this Agreement.

## **7. TRANSFER OF LANDS**

### **7.1 TRANSFER OF LANDS.**

- 7.1.1 Sewell's and the Developer each covenant and agree with the District that upon any sale, transfer or conveyance of the Lands, or any portion thereof, to any person, trust, corporation, partnership or other entity, Sewell's and/or the Developer will obtain from such person, trust, corporation, partnership or entity and deliver to the District a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of Sewell's and/or the Developer pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 7.1.2 Sewell's or the Developer, as the case may be, shall continue to indemnify and save harmless the District pursuant to sections 5.1 and 5.2 until such time as Sewell's or the Developer has strictly complied with the terms of section 7.1.1.

## **8. MISCELLANEOUS**

### **8.1 ACKNOWLEDGEMENT OF DEVELOPER OBLIGATIONS**

8.1.1 The District acknowledges and agrees that Sewell's is executing this Agreement as the current registered owner of the Marina Parcel and the sublessee of the Subleased Lands, and for the purposes of granting the Statutory Right of Way set forth in Section 2.1 herein, but pursuant to the Purchase Agreement, the Developer is the registered owner of the Residential/ Commercial Parcel and is undertaking the development on the Lands in accordance with the Development Permit and accordingly, notwithstanding that Sewell's is a party to this Agreement, the Developer will be undertaking, at the Developer's sole cost and expense, all of the covenants and obligations to the District set forth in this Agreement with respect to the design, construction, installation and maintenance of the Works, on its own behalf and on behalf of Sewell's.

8.1.2 The Developer hereby covenants and agrees that, except as provided for in any other agreement between the Owner and either or both the Developer and the Covenantor:

- (a) Sewell's has no obligation to undertake, and is not responsible or liable for the costs or expense of, any obligations or covenants to the District set forth in this Agreement with respect to the design, construction, installation and maintenance of the Works and the Developer will be solely responsible, at the Developer's sole cost and expense, for all such covenants and obligations to the District set forth in this Agreement with respect to design, construction, installation and maintenance of the Works; and
- (b) the Developer hereby releases Sewell's, and indemnifies and saves harmless and agrees to reimburse Sewell's, from and against all Losses which may arise or accrue to the District or any other person, firm or corporation against Sewell's or which Sewell's may pay, incur, sustain or be put to by reason of any breach, default or failure of the Developer to comply with any of the covenants and obligations to the District set forth in this Agreement with respect to the design, construction, installation and maintenance of the Works.

The releases and indemnities set forth in this Section shall survive the expiration, termination or discharge of this Agreement, but shall be subject to the provision of any other written agreement between the Owner and the Developer and/or the Covenantor.

### **8.2 ONGOING OBLIGATIONS OF THE DEVELOPER UNDER THE SUBLEASE**

8.2.1 Notwithstanding that Sewell's is the sublessee under the Sublease, nor any rule or law to the contrary, the Developer hereby covenants and agrees to assume all obligations of Sewell's under the sublease with respect to those parts of the Works located in the Foreshore Lands (the "Foreshore Works"). Without limiting the foregoing, in the event that the Head Lease is not renewed between the Province and the District, the Developer covenants and agrees to:

- (a) at its sole cost and expense, undertake all maintenance, repair, and removal of the Foreshore Works, as agreed as necessary or desirable between the Province and the District; and
- (b) indemnify and save harmless the District and the Province against all Losses incurred in relation to the Foreshore Works.

### **8.3 GUARANTEE**

- 8.3.1 The Covenantor hereby unconditionally and irrevocably guarantees to the district the due and punctual performance of the Developer's covenants hereunder.

### **8.4 MEANING OF OWNER**

- 8.4.1 Sewell's and the Developer acknowledge and agree that where "Sewell's" or the "Developer" is used in this Agreement, each term refers to the registered owner or owners of the applicable portions of the Lands together with any beneficial owners and the successors and assigns thereof and, without limitation, if the Lands or any part thereof are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Sewell's" or the "Developer" includes the strata corporation thereby created.

### **8.5 HEADINGS.**

- 8.5.1 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

### **8.6 NUMBER.**

- 8.6.1 Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

### **8.7 GOVERNING LAW.**

- 8.7.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

### **8.8 REFERENCE TO STATUTE.**

- 8.8.1 Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the District and to subsequent amendments to or replacements of the statute or regulations.

### **8.9 NOTICE.**

- 8.9.1 Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia,

in the case of Sewell's addressed to it at:

Sewell's Limited  
6409 Bay Street  
West Vancouver, B.C. V7W 3H5  
Attention: Dan Sewell

with a copy to:

Koffman Kalef LLP  
19<sup>th</sup> Floor, 885 West Georgia Street  
Vancouver, B.C. V6C 3H4  
Attention: Patrick J. Julian

in the case of the Developer addressed to it at:

c/o HB Nelson Limited Partnership  
501 – 1067 West Cordova Street  
Vancouver, B.C. V6C 1C7

Attention: Development Manager

with a copy to :

Kornfeld LLP  
1100 One Bentall Centre  
505 Burrard Street  
Vancouver, B.C. V7X 1M5

Attention: Neil Kornfeld  
Fax: (604) 683-0570

in the case of the Covenantor addressed to it at:

Westbank Projects Corp.  
501 – 1067 West Cordova Street  
Vancouver, B.C. V6C 1C7

Attention: Development Manager

in the case of the District addressed to it at:

The Corporation of the District of West Vancouver  
750 – 17<sup>th</sup> Street  
West Vancouver, B.C. V7B 3T3

Attention: Director of Planning and Development Services  
Facsimile: (604) 925--6083

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

#### **8.10 SEVERABILITY.**

8.10.1 All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

#### **8.11 AGREEMENT TO BE A FIRST CHARGE.**

8.11.1 Sewell's and the Developer each agree to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from the Province respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the District, whether in favour of the District or otherwise, as a condition of the DP Application or any Development Permit; and
- (c) which the District has determined, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

#### **8.12 DISTRICT'S OTHER RIGHTS UNAFFECTED.**

8.12.1 Nothing contained or implied herein will derogate from the obligations of Sewell's or the Developer under any other agreement with the District or, if the District so elects, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act* as amended from time to time and the rights, powers, duties and obligations of the District under all public and private statutes, by-laws, orders and regulations, which may be, if the District so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Sewell's, the Developer, and the District.

**8.13 FUTURE ASSURANCES.**

8.13.1 The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.

**8.14 NO WAIVER.**

8.14.1 Sewell's, and the Developer acknowledge and agree that no failure on the part of the District to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the District of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right.

**8.15 OWNER'S DUTIES AS OCCUPIER.**

8.15.1 Nothing in this Agreement will abrogate or limit Sewell's or the Developer's duties and liability as occupier of the Lands or the Subleased Lands.

**8.16 REMEDIES CUMULATIVE.**

8.16.1 The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity.

**8.17 TIME OF ESSENCE.**

8.17.1 Time will be of the essence of this Agreement.

**8.18 OWNER'S REPRESENTATIONS AND WARRANTIES.**

8.18.1 Sewell's represents and warrants to and covenants and agrees with the District that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon Sewell's in accordance with its terms and Sewell's will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the District whether actual or constructive concerning the status of Sewell's with regard to the Lands or any other matter whatsoever.

**8.19 DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

8.19.1 The Developer represents and warrants to and covenants and agrees with the District that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement;

- (b) this Agreement will be fully and completely binding upon the Developer in accordance with its terms and the Developer will perform all of its obligations under this Agreement in accordance with its terms; and
- (c) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the District whether actual or constructive concerning the status of the Developer with regard to the Lands or any other matter whatsoever.

## **8.20 DESIGN/CONSTRUCTION RESPONSIBILITY.**

8.20.1 Despite the rights of approval and inspection given to the District, the Director of Engineering and the Director of Planning in this Agreement, none of those things will:

- (a) remove any design, construction or supervisory responsibility for the Works from the Developer, all of which will remain exclusively with the Developer, or impose any responsibility for such design, construction or supervision on the District or District Personnel;
- (b) relieve or be deemed to relieve Sewell's or the Developer from observing or performing its obligations under this Agreement, or in the case of Sewell's, the Sublease; or
- (c) constitute a waiver or release, or be deemed to constitute a waiver or release, by the District of any obligation of Sewell's or the Developer under this Agreement, or of any liability of Sewell's or the Developer.

## **8.21 AGREEMENT RUNS WITH THE LANDS.**

8.21.1 This Agreement will run with the Lands and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise, provided that Sewell's shall be bound by the covenants and agreements herein contained only so long as Sewell's is the registered owner of the Marina Parcel and the sublessee of the Subleased Lands, and provided that the Developer shall be bound by the covenants and agreements herein contained only so long as the Developer is the registered owner of the Residential/Commercial Parcel, provided that notwithstanding anything to the contrary in this Agreement, the parties agree that neither Sewell's, the Developer or any successor in title to the Lands or portion thereof shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the owner of such portion.

## **8.22 AMENDMENTS.**

8.22.1 Any amendment to this Agreement will have no force or effect unless the District, Sewell's, the Developer, and the Covenantor have signed the amendments.

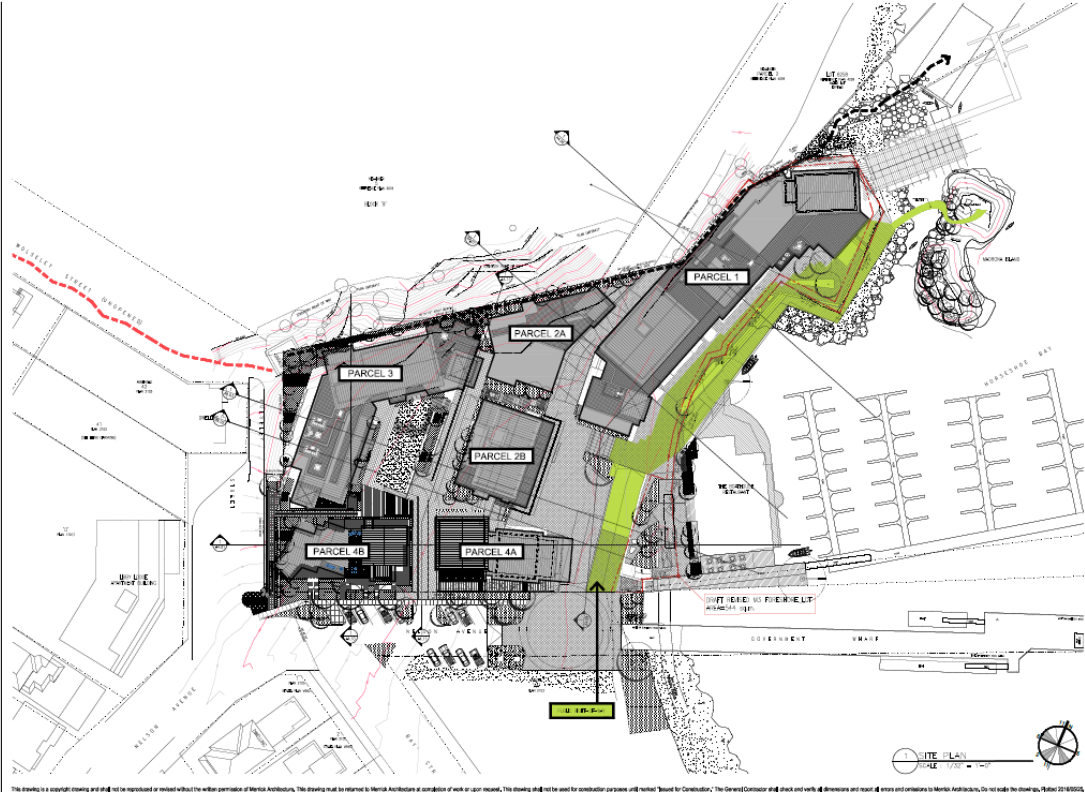
## **8.23 EFFECT OF AGREEMENT.**

8.23.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

# SCHEDULE "A"

## Public Access Area



**MERRICK ARCHITECTURE**  
INCORPORATED

**WISCONSIN**  
 830 Columbia Street, Suite 200  
 Wausau, WI 54981  
 T: 715.848.6700  
 F: 715.848.6313

**VICTORIA**  
 18 Bluffton Square  
 Victoria, BC V8W 2R9  
 T: 250.480.7891  
 F: 250.480.8276  
[www.merrickarch.com](http://www.merrickarch.com)

---

Project: **Sewell's Landing**  
 8885 Nelson Avenue  
 Horseshoe Bay, BC  
 For Westbank

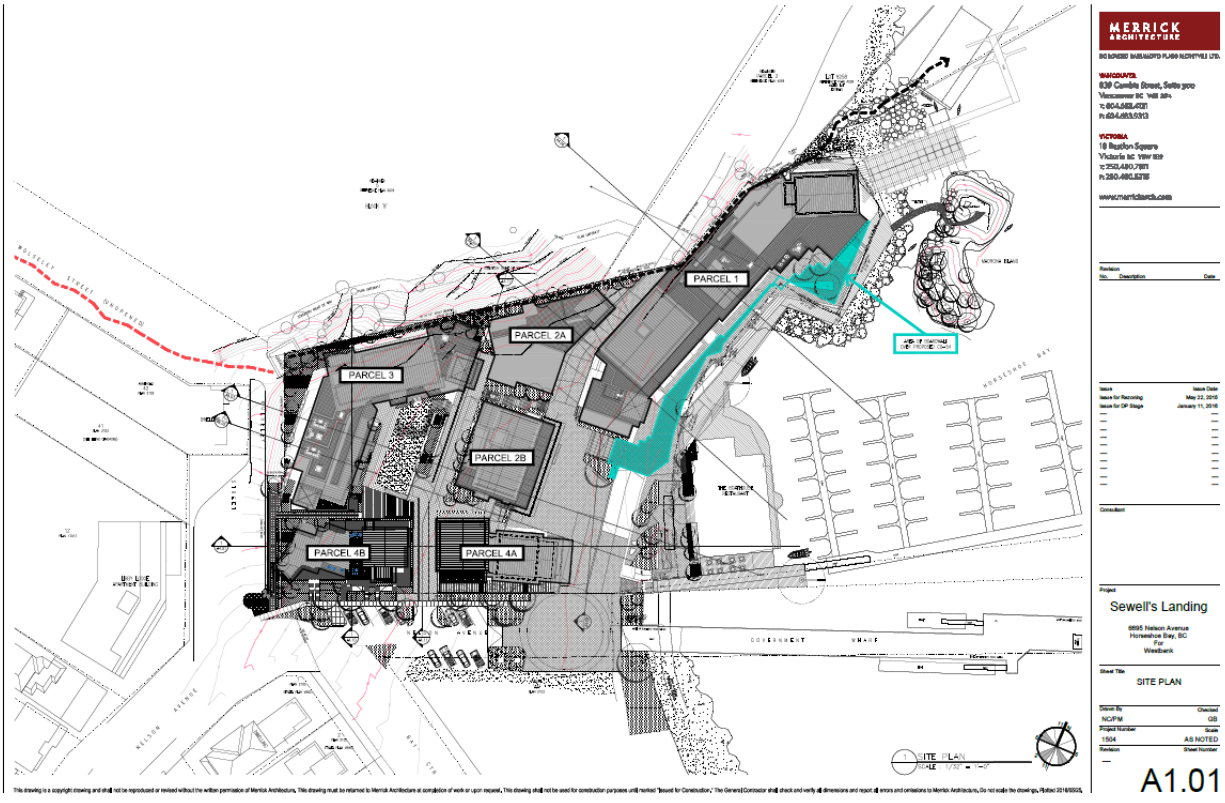
Sheet Title: **SITE PLAN**

Scale: 1" = 10'-0"

Client: **GB**  
 Designer: **AS NOTED**  
 Revision: **AS NOTED**  
 Sheet Number: **A1.01**

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# Developer SRW Area



**MERRICK ARCHITECTURE**  
 80 BROADWAY, SUITE 1000, VANCOUVER, BC V6C 2K5  
 TEL: 604.681.4731  
 WWW.MERRICKARCH.COM

**PROJECT:**  
 18 Bayshore Square  
 Victoria BC V8W 2P9  
 PROJECT NO: 18-00-00-001  
 DATE: 11/2018

**DATE:** 11/2018  
**SCALE:** 1:1000  
**PROJECT NO:** 18-00-00-001  
**DATE:** 11/2018

**PROJECT:**  
**Sewell's Landing**  
 8995 Victoria Avenue  
 Horseshoe Bay, BC  
 V2W 2K7

**DATE:** 11/2018  
**SCALE:** 1:1000  
**PROJECT NO:** 18-00-00-001  
**DATE:** 11/2018

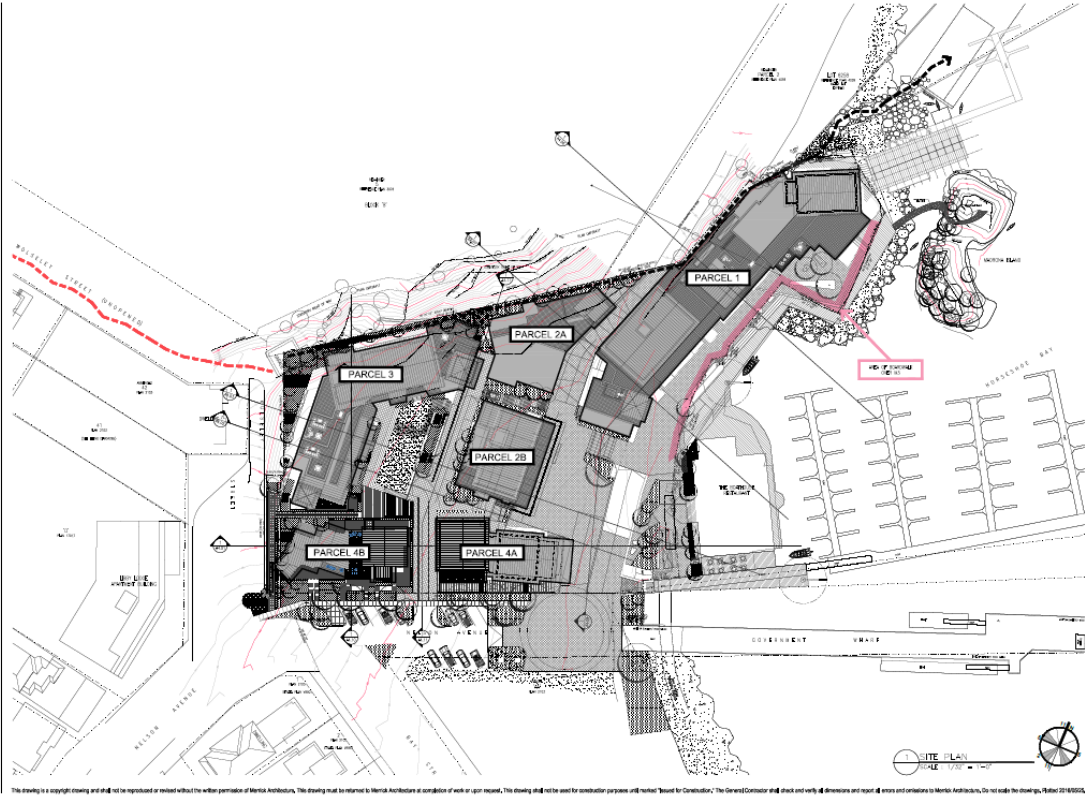
**SITE PLAN**

Checked By: \_\_\_\_\_  
 IACP No: \_\_\_\_\_  
 Project No: \_\_\_\_\_  
 Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_

**A1.01**

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# Sewell's SRW Area



**MERRICK ARCHITECTURE**  
 80 SOUTH INDUSTRIAL PARK DRIVE LTD.

**VICTORIA**  
 839 Cambria Street, Suite 300  
 Vancouver BC V6B 2K1  
 T: 604.681.4737  
 F: 604.683.5313

**VICTORIA**  
 18 Regatta Square  
 Victoria BC V8W 2R9  
 T: 779.480.7391  
 F: 779.480.8376  
 www.merrickarch.com

Revision No. Description Date

Issue	Issue Date
Issue for Recording	May 21, 2015
Issue for CP Stage	January 11, 2015

**Sewell's Landing**  
 8965 Nelson Avenue  
 Westside Area, BC  
 For  
 Westbank

Scale: 1:500  
**SITE PLAN**

Drawn By: [Blank] Checked: [Blank]  
 10/1/15 GB  
 Project Number: [Blank] Scale: [Blank]  
 1104 AS NOTED  
 Revision: [Blank] Issue Number: [Blank]

**A1.01**

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