

-6 MAY 2005 09 57

EX050870

3/4

LAND TITLE ACT

FORM C

(Section 219.82)

Province of

British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

02 05/05/06 09:57:46 02 VI
CHARGE

632376
\$64.75

Page 1 of ___ pages

1C

1. APPLICATION: (Name, address, phone number and signature of applicant,
~~R KEITH REED LAW CORPORATION, #535 - 645 Fort Street, Victoria, British~~
~~Columbia, V8W 1G2 (604) 388-3888~~

CITY OF LANGFORD, 2nd Floor 877, Goldstream Ave
Victoria BC V9B 2X8
(250) 484-6919
[Signature]
Signature of applicant, solicitor or agent

KITTO REGISTRY
10106

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

(PID)	(LEGAL DESCRIPTION)
005-741-947	Lot 17, Section 72, Esquimalt District, Plan 7235
005-741-963	Lot 19, Section 72, Esquimalt District, Plan 7235

3. NATURE OF INTEREST.*

Description	Document Reference	Person Entitled to Interest
Restrictive Covenant	entire instrument	Transferee

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

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

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

5. TRANSFEROR(S):

JAMES DAVID MCCONNELL and CAROL JOY MCCONNELL

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

CITY OF LANGFORD, a municipality having its office at 2nd Floor, 877 Goldstream Avenue, Victoria, BC, V9B 2X8

7. ADDITIONAL OR MODIFIED TERMS*

n/a

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

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

BARRY EDWINNING
Barrister & Solicitor
813 Goldstream Avenue
Victoria, B.C. V9B 2X8

Y	M	D
05	03	18

James David McConnell
JAMES DAVID MCCONNELL

Carol Joy McConnell
CAROL JOY MCCONNELL

Linda Kaercher

Linda Kaercher, Deputy Clerk
A Commissioner for Taking Affidavits
within British Columbia
2nd Floor, 877 Goldstream Ave.
Victoria BC V9B 2X8

Y	M	D
05	04	05

CITY OF LANGFORD
BY ITS AUTHORIZED SIGNATORIES:

Attest
please print name: A/MAYOR D. Blackwell

Geoff Pearce
please print name:
GEOFF PEARCE
CLERK-ADMINISTRATOR

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, c. 116 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space insufficient, continue execution on additional page(s) in Form D

PART 2
TERMS OF INSTRUMENT

Section 219 Covenant Agreement

THIS AGREEMENT IS DATED FOR REFERENCE _____, 2005

BETWEEN:

The Transferor, **JAMES DAVID MCCONNELL AND CAROL JOY MCCONNELL**

And

The Transferee, **CITY OF LANGFORD**

WHEREAS

- A. The Transferor is the owner in fee simple of land and premises in the City of Langford, Province of British Columbia ("**the Lands**") legally described in Item 2, of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.
- B. The Transferor acknowledges that for the benefit of the community, the Transferee requires the construction of certain works and preservation of certain trees on the Lands.
- C. By the provisions of Section 219 of the *Land Title Act* R.S.B.C. 1996, c 250 ("**the Land Title Act**") a covenant, whether of a negative or positive nature, in respect of the use of land, in favour of, inter alia, a municipal corporation, may be registered as a charge against the title to that land and is enforceable against the covenantor and its successors in title, even if the covenant is not annexed to land owned by the covenantee.
- D. In furtherance of the conditions of the approval of the Development Permit granted by the City of Langford, a municipal corporation, for the proposed development of the Lands, the Transferor has agreed to grant to the Transferee a restrictive covenant under Section 219 *Land Title Act* on the terms and conditions hereinafter contained.

WITNESSES that in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by them, the Transferor and the Transferee hereby covenant and agree with each other as follows:

The Transferor shall not use any buildings on the Lands for residential or commercial purposes unless the Transferor is in full compliance with the Transferor's obligations under this Agreement and the Land may only be used or built upon in accordance with this Agreement as set out below:

1. From the Reference Date of this Agreement and except as otherwise set out in this Agreement, in the arborist report prepared by Talbot Mackenzie & Associates dated November 19, 2004, (a copy of which is attached as Schedule C) or with the written approval of the Transferee which approval the Transferee will not withhold or delay if the removal is generally in accordance with the landscape plan L-1, L-2 and L-3 prepared by Misra Architect Ltd. and dated November 15, 2004, as approved by the Transferee's Planning Department ("**the Landscape Plan**" a copy of which is attached as Schedule B), the Transferor will not cut, damage or remove any tree present in any part of the Lands on the Reference Date and shown on the Landscape Plan and having a diameter of more than 0.1 metres (10 centimeters) measured 1.2 metres from ground level.
2. If and whenever the Transferor breaches the provisions of paragraph 1, Part 2, Terms of

Instrument of this Agreement, then within 10 days of receipt of demand from the Transferee the Transferor will pay \$1,000 per tree to the Transferee which amount will be due and payable at the offices of the Transferee on the last day of the calendar month in which the breach occurs. The Transferor agrees that the Transferee may enforce payment in a court of competent jurisdiction as a contract debt. Upon payment the Transferor shall be released from all other claims of the Transferee under this Agreement with respect to the breach.

3. The Transferor grants to the Transferee a rent charge ("**the Rent Charge**") under Section 219 **Land Title Act** and at common law, securing payment by the Transferor to the Transferee of the amounts described in paragraph 2 of Part 2, Terms of Instrument of this Agreement. The Transferee agrees that with respect to any breach of paragraph 1, Part 2, Terms of Instrument of this Agreement enforcement of the Rent Charge granted by this paragraph is suspended until the date that is 30 days after the date on which the amount payable under paragraph 2 of Part 2, Terms of Instrument of this Agreement with respect to the breach is due and payable to the Transferee. The Transferee may enforce the rent charge granted by this paragraph by an action for an order for sale or by proceedings for the appointment of a receiver.
4. Nothing contained in this Agreement shall prevent
 - (a) the Transferor from pruning any tree for the purpose of improving its appearance, assisting its growth, removing dead or diseased limbs, or permitting the passage of utility wires or
 - (b) either the Transferor or the Transferee from taking all steps including, without limitation, removing any tree as necessary for the purposes of constructing, maintaining and operating either above or under ground on the Lands any sanitary sewer system, storm drain system or silt control system otherwise required by the Transferee.
5. If a tree on the Lands is dead or dies; is diseased or becomes diseased; is damaged or becomes damaged; or presents a danger to the health or safety of surrounding trees, property or persons, then the Transferor with the written permission of the Transferee, which permission the Transferee will not unreasonably withhold or delay, may cut down and remove the tree.
6. The Transferor agrees to grant the Transferee, its officers, employees, contractors and agents, reasonable access to the Lands at all reasonable time as may be necessary to ascertain compliance with this Agreement.
 - 7.1 The Lands shall not be built on and no building shall be constructed, installed or erected on the Lands except in accordance with the plans attached as Schedule "A" ("**the Approved Plans**") unless approval in writing has been obtained from the Transferee's City Engineer to deviate from the Approved Plans.
 - 7.2 Landscaping, including screening between the Lands and lots adjacent to the Lands, constructing a sound elimination fence along the south property line of the Lands, and planting up to five trees on each of the seven lots adjacent to the Lands, shall be installed by the Transferor in accordance with the Landscape Plan unless approval in writing has been obtained from the Transferee's Planning Department to deviate from the Landscape Plan. The transferor shall complete the landscaping before applying for an occupancy permit for any building on the Lands.
 - 7.3 The Transferor shall, at its sole cost and expense, complete the construction and installation of 2 parking stalls for pick-up and drop-off within the Goldstream Avenue frontage on the Lands, and the parties agree that no building permit shall be issued in respect of the Lands until the parties

execute a statutory right of way agreement, on the Transferee's standard terms and to the satisfaction of the Transferee's City Engineer, for the frontage works and parking stalls on the Lands.

8. The Transferee shall execute a modification of this Agreement deleting the no build covenant contained in section 7.1, the landscaping covenant in section 7.2 and the parking covenant in section 7.3, all herein as against the Lands upon their fulfillment (as determined by the Transferee, acting reasonably as a local government) provided however that:
 - (a) the cost of preparation and registration in the Land Title Office of the aforesaid modifications shall be paid by the Transferor; and
 - (b) the Transferee shall have no obligation to execute such modifications until a written request therefore from the Transferor has been received by the Transferee and until the Transferee, acting reasonably as a local government, has determined that all of the conditions set out in Sections 7.1, 7.2 and 7.3 have been fulfilled. The written request shall include a form of modification in registrable form.

The Parties acknowledge and agree that the aforesaid modifications shall have no effect on the balance of this Agreement which shall remain in full force and effect.

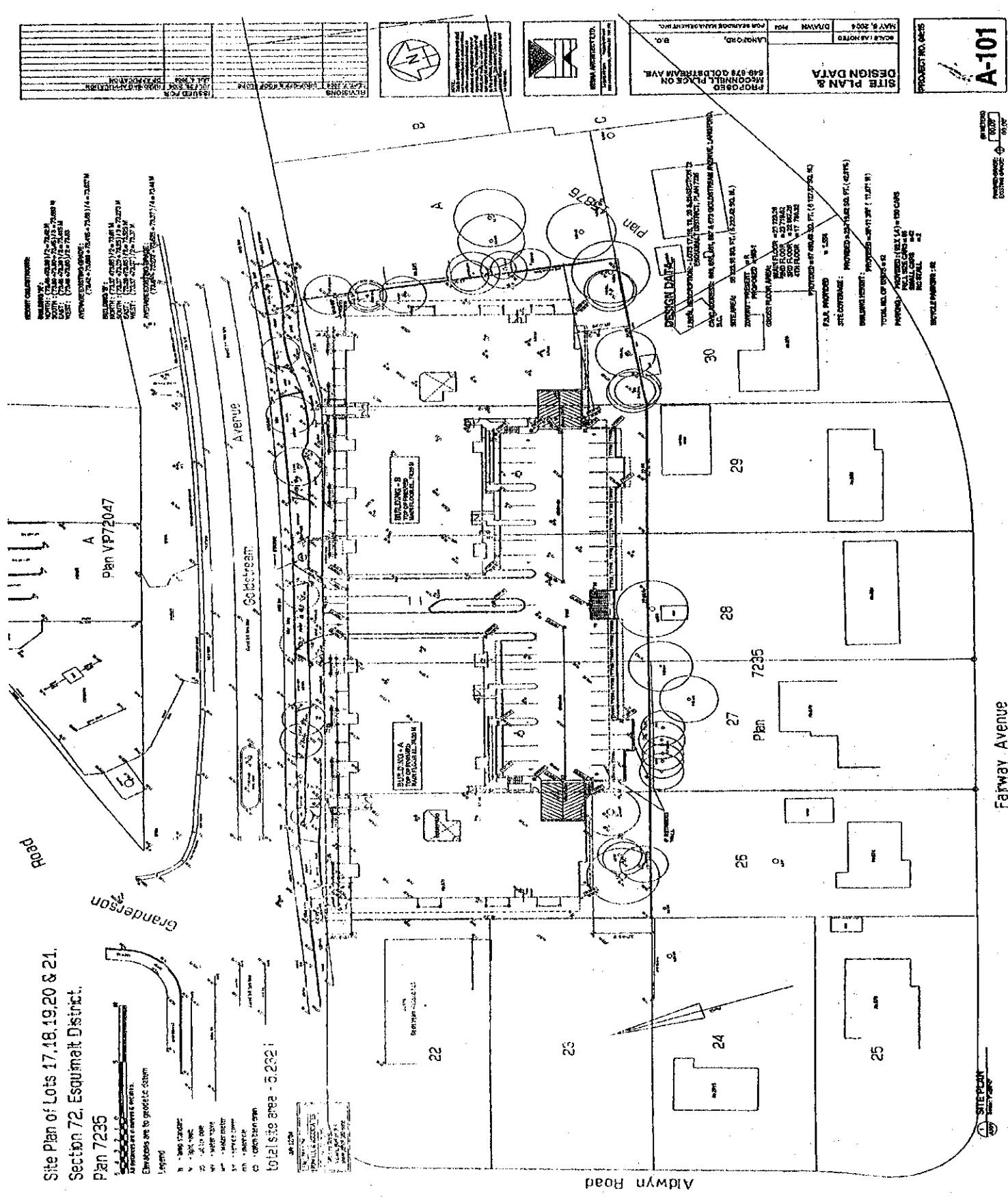
9. Nothing contained or implied in this Agreement shall impair, limit, prejudice or affect the Transferee's rights and powers in the exercise of its functions pursuant to the *Local Government Act*, R.S.B.C. 1996, c. 323 ("the **Local Government Act**"), or any other enactment governing the Transferee, including the Transferee's bylaws, orders, policies and regulations, and all such powers and rights may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.
10. The covenants set forth herein shall charge the Lands pursuant to Section 219 **Land Title Act** and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and shall attach to and run to and with the Lands and each and every part to which the Lands may be divided or subdivided or consolidated, whether by subdivision plan, strata plan or otherwise howsoever.
11. Despite anything contained herein, neither the Transferor nor any future owner of the Lands or any portion thereof shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Transferor or any future owner ceases to have any further interest in the Lands.
12. The Transferor will, after execution of this Agreement, at the expense of the Transferor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances that may have been registered against title to the Lands in the Victoria Land Title Office save and except those as have been specifically approved in writing by the Transferee or have been granted in favour of the Transferee.
13. Every reference to a party is deemed to include the successors, assigns, officers and employees of the party wherever the context so requires or allows.
14. The parties hereto shall do and cause to be done all things and shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

15. Waiver of any default by a party hereto shall not be deemed to be a waiver of any subsequent default by that party.
16. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
17. This Agreement and each provision of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
18. The Transferor hereby releases the Transferee from and against any and all manner of actions, causes of action, claims, costs, expenses, debts, demands and promises of whatsoever kind or howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement.
19. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Transferor shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan, and for all costs of registration of such documents.
20. The Transferor hereby releases, indemnifies and saves harmless the Transferee, its elected officials, officers, employees, agents and other from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement.
21. The Transferor acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Transferor from complying with all enactments and lawful requirements in relation to the subdivision, use and development of the Lands. Nothing in this Agreement shall exempt the Transferor or the Lands from the ordinary jurisdiction of the Council of the Transferee, its bylaws and regulations.
22. This Agreement is the entire agreement between the parties hereto with respect to the subject matter of this Agreement and the Transferee has not made any representations, warranties, guarantees, promises, covenants or agreements to or with the Transferor in such respect other than those expressed in this Agreement.
23. No amendment to this Agreement is valid unless in writing and executed by the Transferor or a future owner of the Lands, as applicable, and the Transferee.
24. Wherever this Agreement creates a power of obligation of the Transferee to make a decision or to exercise any contractual right or remedy, the Transferee may do so in accordance with the provision of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

As evidence of their agreement to be bound by the terms of this instrument, the Parties have each executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE A

Approved Plan



Site Plan of Lots 17, 18, 19, 20 & 21,
 Section 72, Esquimaux District,
 Plan 7235

- Legend
- 1. - 3000' CONCRETE
 - 2. - 1500' ASPHALT
 - 3. - 1500' ASPHALT DRIVE
 - 4. - 1500' ASPHALT DRIVE
 - 5. - 1500' ASPHALT DRIVE
 - 6. - 1500' ASPHALT DRIVE
 - 7. - 1500' ASPHALT DRIVE
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 - 25. - 1500' ASPHALT DRIVE
 - 26. - 1500' ASPHALT DRIVE
 - 27. - 1500' ASPHALT DRIVE
 - 28. - 1500' ASPHALT DRIVE
 - 29. - 1500' ASPHALT DRIVE
 - 30. - 1500' ASPHALT DRIVE

total site area - 5.2321

ADJACENT PROPERTIES:

LOT 17: 17.0000' x 17.0000' (17.0000' x 17.0000')

LOT 18: 18.0000' x 18.0000' (18.0000' x 18.0000')

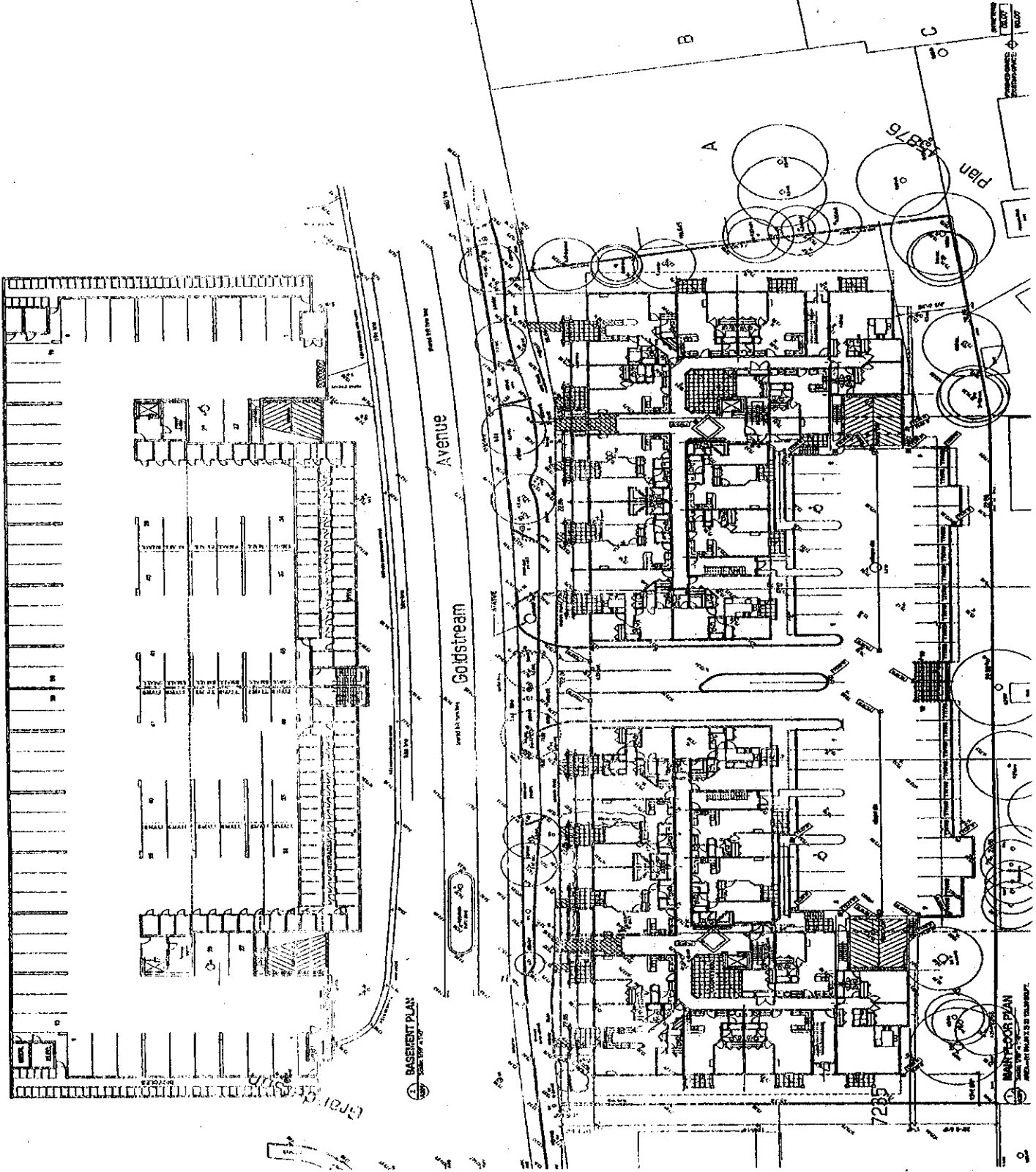
LOT 19: 19.0000' x 19.0000' (19.0000' x 19.0000')

LOT 20: 20.0000' x 20.0000' (20.0000' x 20.0000')

LOT 21: 21.0000' x 21.0000' (21.0000' x 21.0000')

PROPOSED RECONSTRUCTED PLACE ON 849-879 GOLDBRUM AVE. LAMOR RD. B.O. MAY 8, 2024 SCALE AS NOTED		DESIGN DATA PROJECT NO. 0425 A-101
REVISIONS NO. DATE BY DESCRIPTION		DESIGN DATA LOTS 17, 18, 19, 20 & 21, SECTION 72, ESQUIMAUX DISTRICT, PLAN 7235 CHOP ADDRESS: 849-879, 849-879, 849-879, 849-879, 849-879 SITE AREA: 57,000.00 SQ. FT. (1,302.46 AC. 0.1) ZONING: R-10 CONCEPT: 100% GROSS FLOOR AREA: 1,000,000 SQ. FT. 1ST FLOOR: 250,000 SQ. FT. 2ND FLOOR: 250,000 SQ. FT. 3RD FLOOR: 250,000 SQ. FT. 4TH FLOOR: 250,000 SQ. FT. 5TH FLOOR: 250,000 SQ. FT. 6TH FLOOR: 250,000 SQ. FT. 7TH FLOOR: 250,000 SQ. FT. 8TH FLOOR: 250,000 SQ. FT. 9TH FLOOR: 250,000 SQ. FT. 10TH FLOOR: 250,000 SQ. FT. 11TH FLOOR: 250,000 SQ. FT. 12TH FLOOR: 250,000 SQ. FT. 13TH FLOOR: 250,000 SQ. FT. 14TH FLOOR: 250,000 SQ. FT. 15TH FLOOR: 250,000 SQ. FT. 16TH FLOOR: 250,000 SQ. FT. 17TH FLOOR: 250,000 SQ. FT. 18TH FLOOR: 250,000 SQ. FT. 19TH FLOOR: 250,000 SQ. FT. 20TH FLOOR: 250,000 SQ. FT. 21ST FLOOR: 250,000 SQ. FT. 22ND FLOOR: 250,000 SQ. FT. 23RD FLOOR: 250,000 SQ. FT. 24TH FLOOR: 250,000 SQ. FT. 25TH FLOOR: 250,000 SQ. FT. 26TH FLOOR: 250,000 SQ. FT. 27TH FLOOR: 250,000 SQ. FT. 28TH FLOOR: 250,000 SQ. FT. 29TH FLOOR: 250,000 SQ. FT. 30TH FLOOR: 250,000 SQ. FT. 31ST FLOOR: 250,000 SQ. FT. 32ND FLOOR: 250,000 SQ. FT. 33RD FLOOR: 250,000 SQ. FT. 34TH FLOOR: 250,000 SQ. FT. 35TH FLOOR: 250,000 SQ. FT. 36TH FLOOR: 250,000 SQ. FT. 37TH FLOOR: 250,000 SQ. FT. 38TH FLOOR: 250,000 SQ. FT. 39TH FLOOR: 250,000 SQ. FT. 40TH FLOOR: 250,000 SQ. FT. 41ST FLOOR: 250,000 SQ. FT. 42ND FLOOR: 250,000 SQ. FT. 43RD FLOOR: 250,000 SQ. FT. 44TH FLOOR: 250,000 SQ. FT. 45TH FLOOR: 250,000 SQ. FT. 46TH FLOOR: 250,000 SQ. FT. 47TH FLOOR: 250,000 SQ. FT. 48TH FLOOR: 250,000 SQ. FT. 49TH FLOOR: 250,000 SQ. FT. 50TH FLOOR: 250,000 SQ. FT. 51ST FLOOR: 250,000 SQ. FT. 52ND FLOOR: 250,000 SQ. FT. 53RD FLOOR: 250,000 SQ. FT. 54TH FLOOR: 250,000 SQ. FT. 55TH FLOOR: 250,000 SQ. FT. 56TH FLOOR: 250,000 SQ. FT. 57TH FLOOR: 250,000 SQ. FT. 58TH FLOOR: 250,000 SQ. FT. 59TH FLOOR: 250,000 SQ. FT. 60TH FLOOR: 250,000 SQ. FT. 61ST FLOOR: 250,000 SQ. FT. 62ND FLOOR: 250,000 SQ. FT. 63RD FLOOR: 250,000 SQ. FT. 64TH FLOOR: 250,000 SQ. FT. 65TH FLOOR: 250,000 SQ. FT. 66TH FLOOR: 250,000 SQ. FT. 67TH FLOOR: 250,000 SQ. FT. 68TH FLOOR: 250,000 SQ. FT. 69TH FLOOR: 250,000 SQ. FT. 70TH FLOOR: 250,000 SQ. FT. 71ST FLOOR: 250,000 SQ. FT. 72ND FLOOR: 250,000 SQ. FT. 73RD FLOOR: 250,000 SQ. FT. 74TH FLOOR: 250,000 SQ. FT. 75TH FLOOR: 250,000 SQ. FT. 76TH FLOOR: 250,000 SQ. FT. 77TH FLOOR: 250,000 SQ. FT. 78TH FLOOR: 250,000 SQ. FT. 79TH FLOOR: 250,000 SQ. FT. 80TH FLOOR: 250,000 SQ. FT. 81ST FLOOR: 250,000 SQ. FT. 82ND FLOOR: 250,000 SQ. FT. 83RD FLOOR: 250,000 SQ. FT. 84TH FLOOR: 250,000 SQ. FT. 85TH FLOOR: 250,000 SQ. FT. 86TH FLOOR: 250,000 SQ. FT. 87TH FLOOR: 250,000 SQ. FT. 88TH FLOOR: 250,000 SQ. FT. 89TH FLOOR: 250,000 SQ. FT. 90TH FLOOR: 250,000 SQ. FT. 91ST FLOOR: 250,000 SQ. FT. 92ND FLOOR: 250,000 SQ. FT. 93RD FLOOR: 250,000 SQ. FT. 94TH FLOOR: 250,000 SQ. FT. 95TH FLOOR: 250,000 SQ. FT. 96TH FLOOR: 250,000 SQ. FT. 97TH FLOOR: 250,000 SQ. FT. 98TH FLOOR: 250,000 SQ. FT. 99TH FLOOR: 250,000 SQ. FT. 100TH FLOOR: 250,000 SQ. FT.

PROJECT NO. 0423		A-201	
FLOOR PLANS			
PROPOSED PLACE ON MCCONNELL PLACE ON 659-679 GOLDSSTREAM AVE.		LAWYER FOR SEABOARD MANAGEMENT INC. D.C.	
MAY 8, 2004		DRAWN	
VERIFIED ARCHITECTS			
15400 FIVE MAY 1, 2004 REVISIONS			



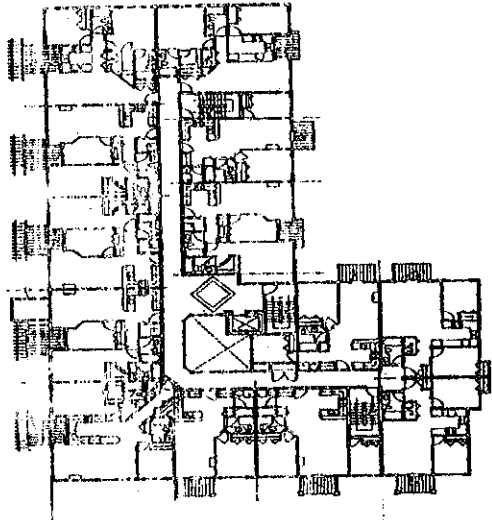
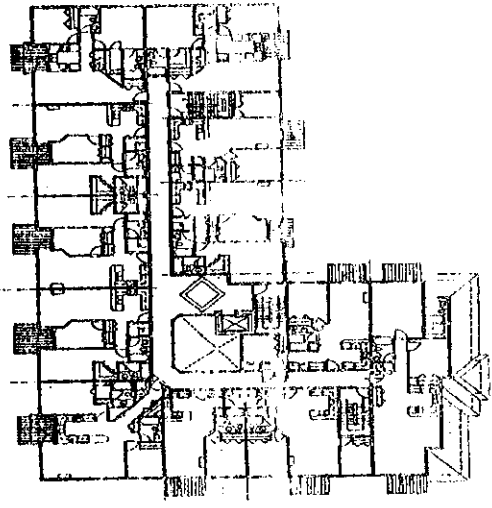
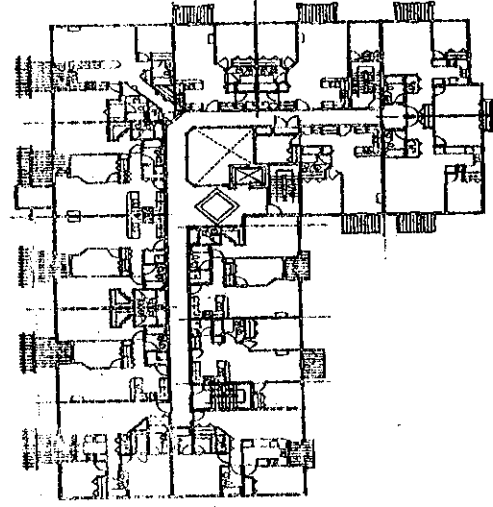
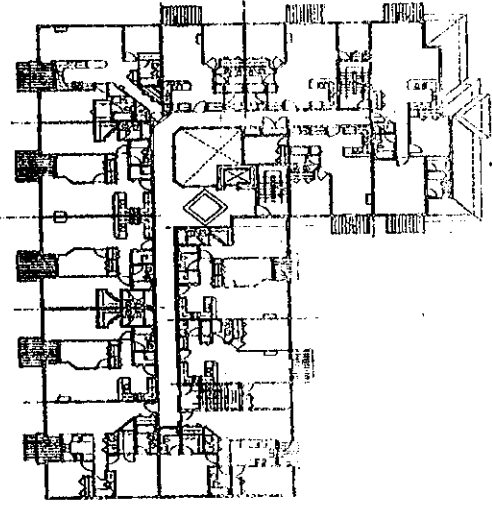
PROJECT NO. 045	DATE 05/06/04	SCALE 1/8" = 1'-0"	PROJECT NAME
DRAWN BY [Name]	CHECKED BY [Name]	DATE 05/06/04	PROJECT NO. 045
ISSUED FOR [Name]	PROJECT NO. 045	DATE 05/06/04	PROJECT NAME



PROJECT NO. 045
 PROJECT NAME
 PROPOSED PLACEMENT OF
 MOONBELL PLACE ON
 643-873 GOLDSTREAM AVE.
 LANGFORD,
 N.Y.
 DRAWN FOR [Name]
 DATE 05/06/04

PROJECT NO. 045
A-202

PLANNING
 DESIGN
 CONSULTING
 GROUP



2nd FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 AREA: 11,000 SQ. FT.

2nd FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 AREA: 11,000 SQ. FT.

NO.	REVISIONS	DATE	BY	CHKD BY
1	ISSUED FOR PERMITS	11/25/2022	J.M.	J.M.
2	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
3	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
4	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
5	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
6	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
7	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
8	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
9	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.
10	REVISED FOR PERMITS	11/25/2022	J.M.	J.M.

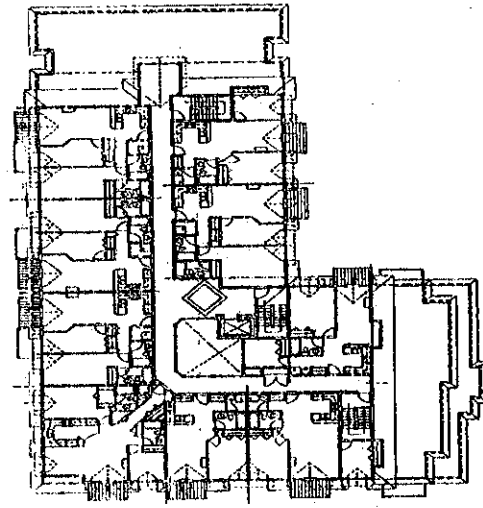
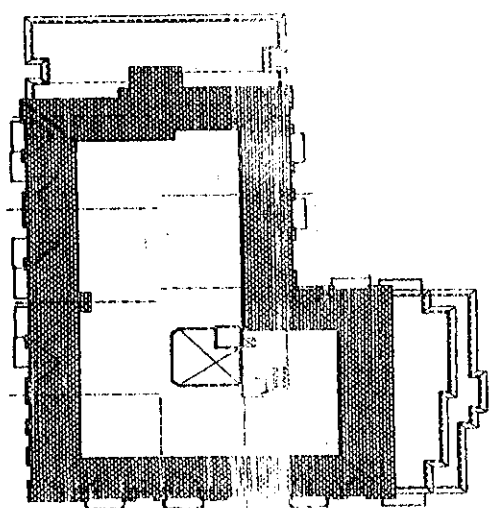
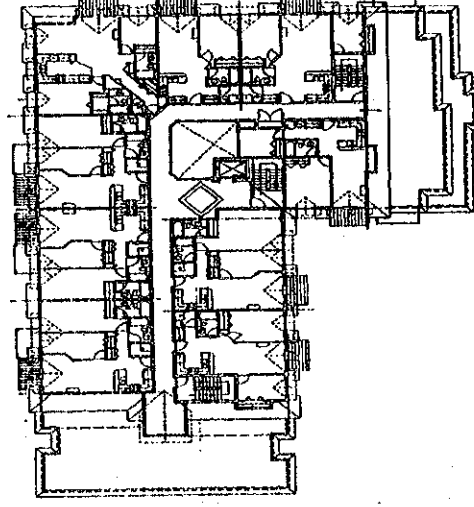
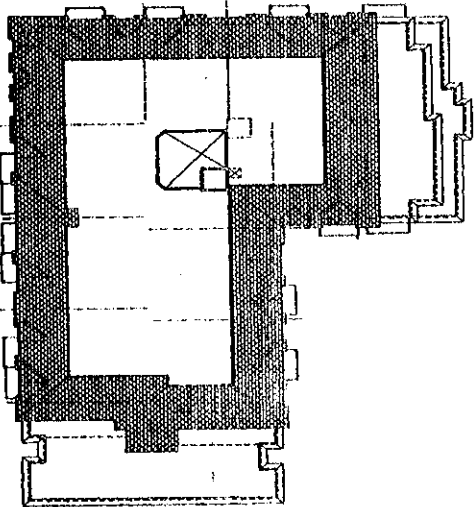


PROPOSED PLACEMENT ON 643-679 GOLDSTREAM AVE.
 LAND/NO. 100
 OLYMPIA, WA
 FOR BESS ARCHITECTS INC.

FLOOR PLANS
 MAY 25, 2004
 SCALE AS NOTED
 OLYMPIA, WA

A-203
 PROJECT NO. DOTS

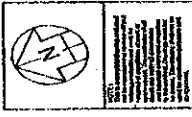
PERMITS
 (1) 100' x 100'
 (2) 100' x 100'
 (3) 100' x 100'



ROOF PLAN
 SCALE 1/4" = 1'-0"

4th FLOOR PLAN
 SCALE 1/4" = 1'-0"

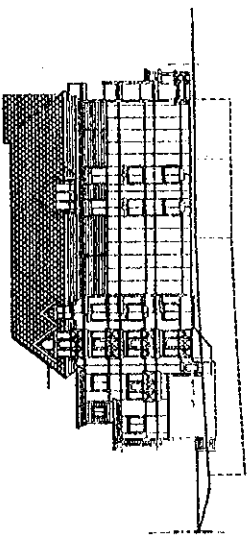
NO.	DATE	DESCRIPTION
1	05/08/2004	ISSUED FOR PERMITS
2	05/08/2004	REVISED PERMITS
3	05/08/2004	REVISED PERMITS
4	05/08/2004	REVISED PERMITS
5	05/08/2004	REVISED PERMITS
6	05/08/2004	REVISED PERMITS
7	05/08/2004	REVISED PERMITS
8	05/08/2004	REVISED PERMITS
9	05/08/2004	REVISED PERMITS
10	05/08/2004	REVISED PERMITS



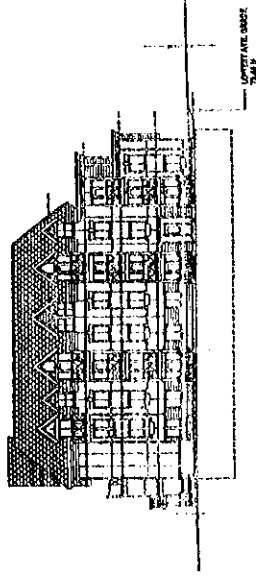
FLOOR PLANS
 PROPOSED
 MCCONNELL PLACE ON
 649-879 GOLDSTEIN AVE.
 S. O.
 LAMAR, OHIO
 43036
 MAY 8, 2004
 D.M.A.W.N.
 P.H.S.
 2024 SEABOARD MARINE BLVD.
 S. O.

A-301
 PROJECT NO. 0615

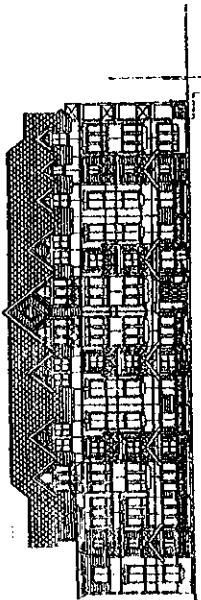
PERMITS
 SURVEY
 PLAT



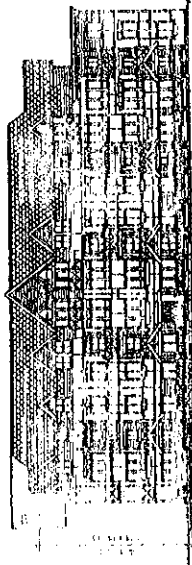
WEST ELEVATION
 649-879 GOLDSTEIN AVE.



EAST ELEVATION
 649-879 GOLDSTEIN AVE.



NORTH ELEVATION
 649-879 GOLDSTEIN AVE.



SOUTH ELEVATION
 649-879 GOLDSTEIN AVE.

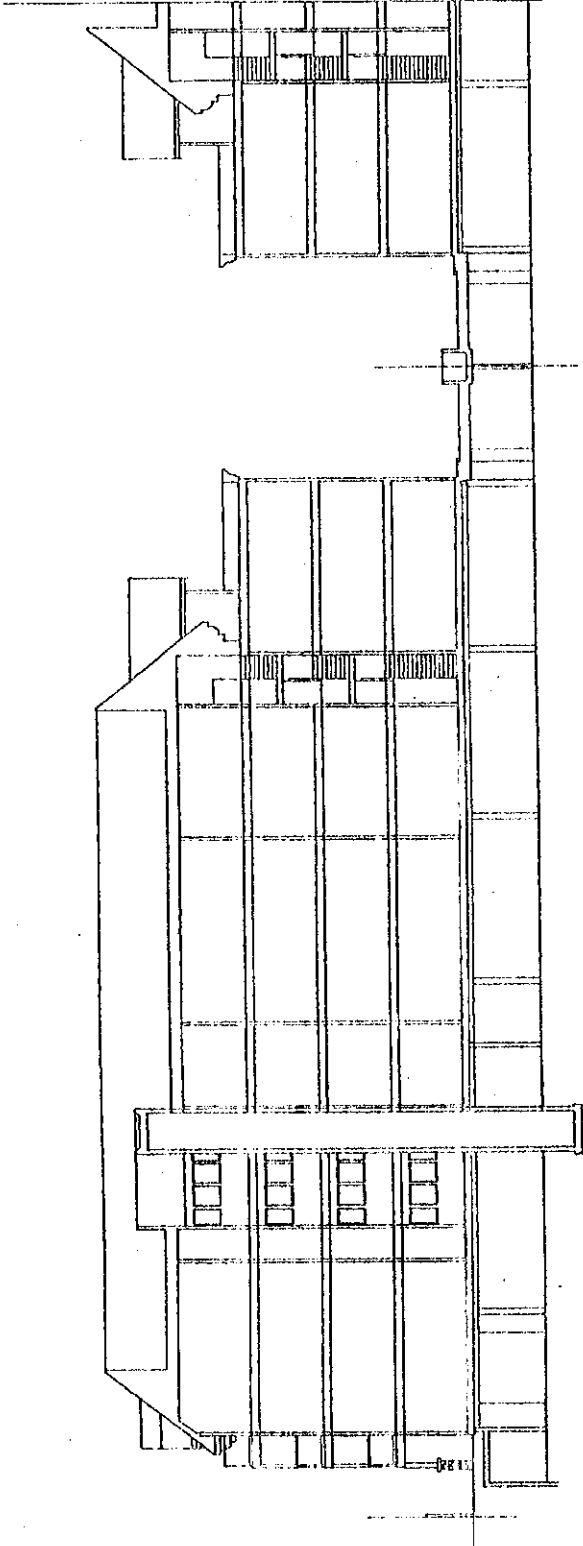
NO.	DATE	DESCRIPTION



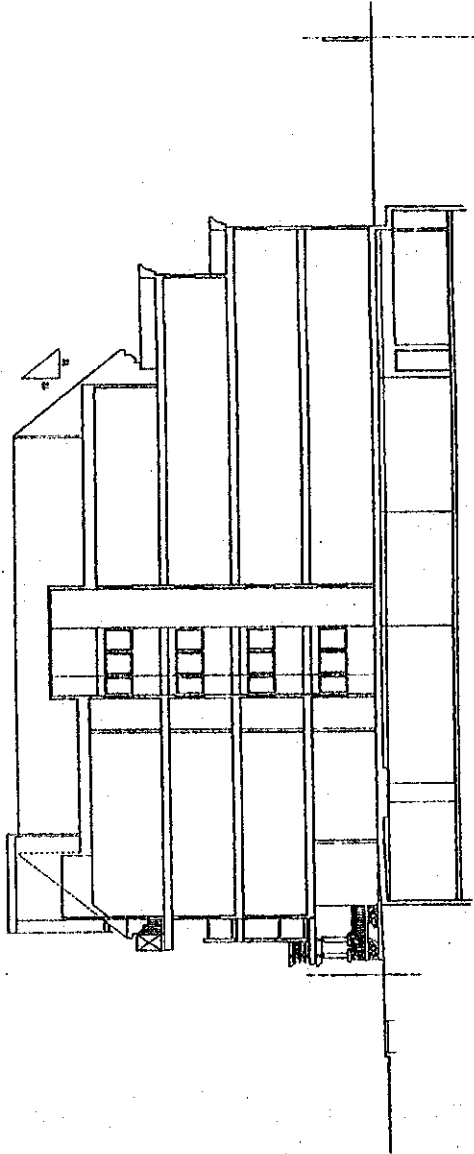
SECTIONS

DATE: MAY 5, 2008
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 LANSFORD, N.Y.
 PROPOSED
 MCCONNELL PLACE ON
 449-879 GOLFSTREAM AVE.

PROJECT NO. 0615
A-401



SECTION A
 1/8" = 1'-0"

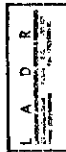


SECTION B
 1/8" = 1'-0"



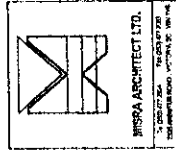
SCHEDULE B

Approved Landscaping Plan



A D R
Landscape Architecture Inc.
1000 Lakeshore Blvd. East
Toronto, Ontario M5G 1S7
Tel: (416) 461-1111
Fax: (416) 461-1112
www.adrlandscape.com

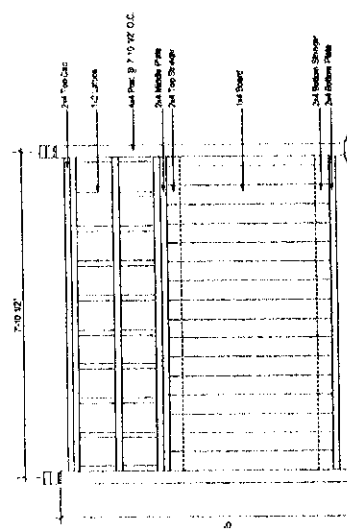
NOTES:
1. This is a conceptual drawing and shall not be used for construction without the approval of the client. The client shall be responsible for providing all necessary information and data for the design of the project. The client shall also be responsible for obtaining all necessary permits and approvals from the relevant authorities. The client shall also be responsible for providing all necessary information and data for the design of the project. The client shall also be responsible for obtaining all necessary permits and approvals from the relevant authorities. The client shall also be responsible for providing all necessary information and data for the design of the project. The client shall also be responsible for obtaining all necessary permits and approvals from the relevant authorities.



BRSPA ARCHITECT LTD.
1000 Lakeshore Blvd. East
Toronto, Ontario M5G 1S7
Tel: (416) 461-1111
Fax: (416) 461-1112
www.brspa.com

PROPOSED
McConnell Place
ON GOLDSTREAM AVENUE
LANGFORD, B.C.
FOR SEARIDGE MANAGEMENT INC.
LAW
DRAWN
NOV. 16, 2004
SCALE: AS NOTED
LANDSCAPE DETAILS

PROJECT NO. 0463
L-2

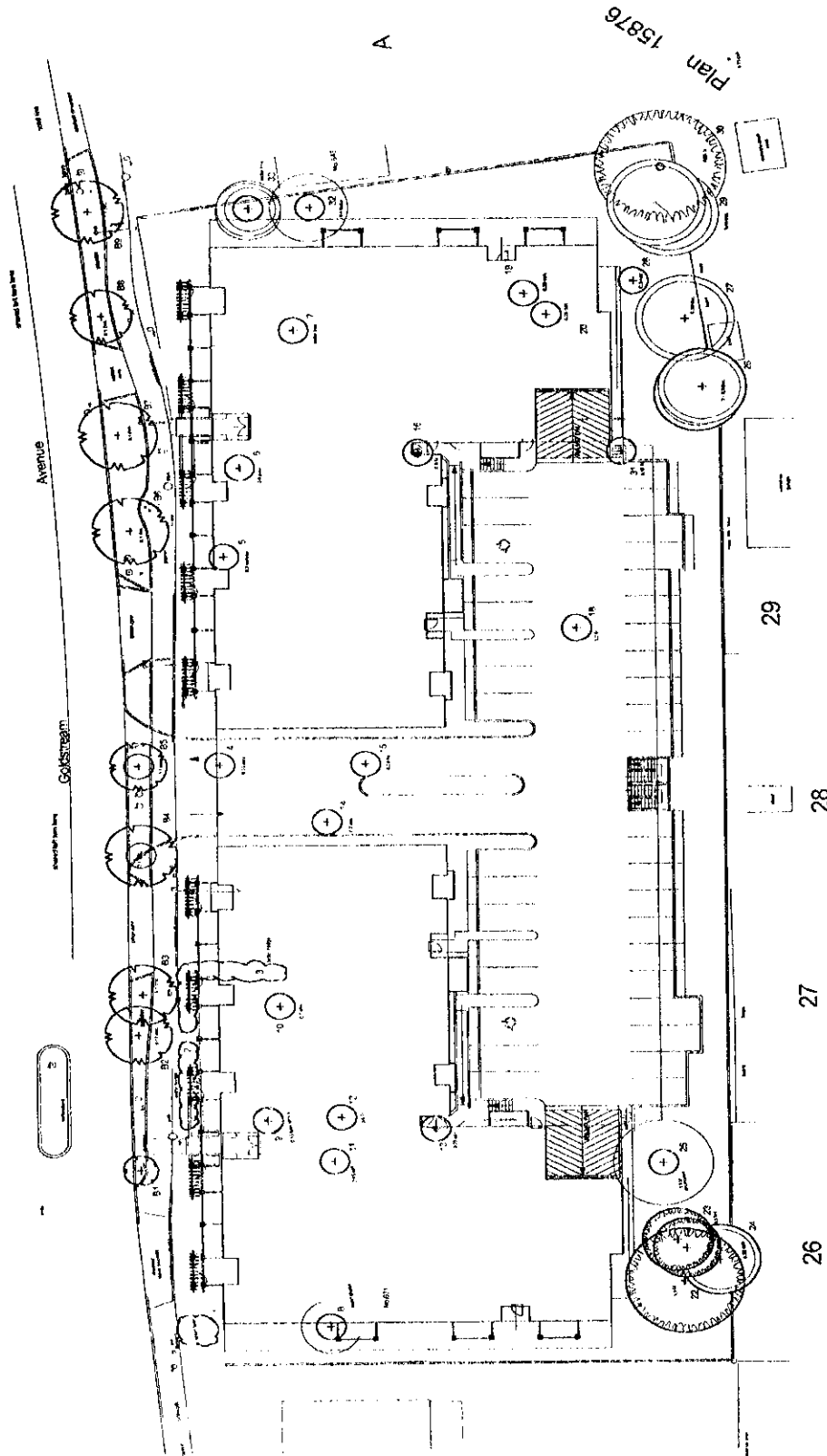


NOTES:
1. All materials to be pressure treated.
2. All surfaces to be painted. Color to be selected by architect.

1
2
Scale: 3/4" = 1'-0"

RECOMMENDED HARDWARE STOCK	RECOMMENDED HARDWARE STOCK	RECOMMENDED HARDWARE STOCK	RECOMMENDED HARDWARE STOCK
PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7
COMPANY NAME: ADR Landscape Architecture Inc.	COMPANY NAME: ADR Landscape Architecture Inc.	COMPANY NAME: ADR Landscape Architecture Inc.	COMPANY NAME: ADR Landscape Architecture Inc.
ADDRESS: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	ADDRESS: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	ADDRESS: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	ADDRESS: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7
PHONE: (416) 461-1111	PHONE: (416) 461-1111	PHONE: (416) 461-1111	PHONE: (416) 461-1111
FAX: (416) 461-1112	FAX: (416) 461-1112	FAX: (416) 461-1112	FAX: (416) 461-1112
WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com
DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04
DRAWN BY: [Name]	DRAWN BY: [Name]	DRAWN BY: [Name]	DRAWN BY: [Name]
CHECKED BY: [Name]	CHECKED BY: [Name]	CHECKED BY: [Name]	CHECKED BY: [Name]
APPROVED BY: [Name]	APPROVED BY: [Name]	APPROVED BY: [Name]	APPROVED BY: [Name]
PROJECT NO: 0463	PROJECT NO: 0463	PROJECT NO: 0463	PROJECT NO: 0463
DRAWING NO: L-2	DRAWING NO: L-2	DRAWING NO: L-2	DRAWING NO: L-2
SCALE: AS NOTED	SCALE: AS NOTED	SCALE: AS NOTED	SCALE: AS NOTED
DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04
PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7	PROJECT: 1000 Lakeshore Blvd. East, Toronto, Ontario M5G 1S7
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FAX: (416) 461-1112	FAX: (416) 461-1112	FAX: (416) 461-1112	FAX: (416) 461-1112
WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com	WEBSITE: www.adrlandscape.com
DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04
DRAWN BY: [Name]	DRAWN BY: [Name]	DRAWN BY: [Name]	DRAWN BY: [Name]
CHECKED BY: [Name]	CHECKED BY: [Name]	CHECKED BY: [Name]	CHECKED BY: [Name]
APPROVED BY: [Name]	APPROVED BY: [Name]	APPROVED BY: [Name]	APPROVED BY: [Name]
PROJECT NO: 0463	PROJECT NO: 0463	PROJECT NO: 0463	PROJECT NO: 0463
DRAWING NO: L-2	DRAWING NO: L-2	DRAWING NO: L-2	DRAWING NO: L-2
SCALE: AS NOTED	SCALE: AS NOTED	SCALE: AS NOTED	SCALE: AS NOTED
DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04	DATE: 10/15/04

	<p>L A D R</p> <p>LANDSCAPE ARCHITECTS</p> <p>1000 WEST 10TH AVENUE, SUITE 100</p> <p>VANCOUVER, BC V6H 2Y6</p> <p>TEL: 604-681-1111</p> <p>WWW.LANDSCAPEARCHITECTS.COM</p>	<p>NOTE:</p> <p>This is a conceptual drawing and not a final design. It is intended to provide a general impression of the proposed design and is not to be used for construction purposes and is not to be construed as a contract. The client is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The client is also responsible for providing all necessary information and data for the design. The design is subject to change without notice. The client is responsible for providing all necessary information and data for the design. The design is subject to change without notice.</p>	<p>MBSA ARCHITECT LTD.</p> <p>1000 WEST 10TH AVENUE, SUITE 100</p> <p>VANCOUVER, BC V6H 2Y6</p> <p>TEL: 604-681-1111</p> <p>WWW.MBSAARCHITECT.COM</p>	<p>NOV. 15, 2004</p> <p>SCALE: 1/8"=1'</p>	<p>FOR SEARIDGE MANAGEMENT INC.</p> <p>LANGFORD, B.C.</p>	<p>PROJECT NO. 0433</p>
				<p>PROPOSED TREE PRESERVATION PLAN</p> <p>ON GOLDSTREAM AVENUE</p> <p>McConnell Place</p>	<p>NOV. 15, 2004</p> <p>SCALE: 1/8"=1'</p>	



TREE NUMBER	TREE TYPE	TRUNK DBH (IN)	TRUNK HEIGHT (FT)	SPREAD (FT)	CONDITION	REMARKS
1
2
3
4
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47
48
49
50

TREE PRESERVATION LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING HEDGE OR SHRUB TO BE REMOVED
- TREE IDENTIFICATION NUMBER - REFER TO SCHEDULE
- EXISTING BOLLIVARD TREE TO REMAIN
- EXISTING BOLLIVARD TREE TO BE REMOVED OR REPLACED

Site Plan of Lots 17, 18, 19, 20 & 21,
 Section 72, Esquimalt District,
 Plan 7235

DATE: 15 NOV 2004

SCALE: 1/8"=1'

PROJECT NO. 0433

SCHEDULE C
Approved Arborist Plan

Mar-07-05 10:06A Searidge
AA 24 2004 18:02 TAA

250 744 1092

P.02
002



Talbot Mackenzie & Associates
Consulting Arborists

November 19, 2004

Searidge Management Inc.
747 Princess Avenue
Victoria, BC V8T 1K5

Attention: Glen Wilson

Re: Proposed development of the properties at
649, 655, 661, 667 & 673 Goldstream Avenue, Langford BC.

Our assignment was to examine the health and structure of trees identified on Misra Architects Ltd. Plans (A-101, A-201, project # 04:15, File: 8814-7W), and comment on their suitability for retention in this development proposal. Only trees that were identified on the plan and located within the boundaries of the subject properties were included in this examination.

For this purpose, we reviewed the plans supplied and visually examined the crowns, trunks and root crowns of each tree. From this information we calculated the ideal area of root protection, critical root zone (CRZ) and determined the potential impacts of this development on the trees examined.

For ease in identification, each tree examined has been assigned a number that was entered along with the specific information for each tree, in an inventory spreadsheet, and the identity numbers were recorded on the attached site plan.

Our review of the tree resource on this property, outside of the building footprint, located 5 Douglas-fir, 2 Garry oak, 2 Flowering crabapples, 1 Cherry and 2 Chamaecyparis trees.

Of the trees examined, Douglas-fir #5 and Chamaecyparis #11 and #12 are located where up to 50 percent of their critical root zones will be impacted by excavation for the underground parking area. It is my opinion that the health and structural stability of these trees will be compromised and I recommend that they be removed prior to any work commencing on this site.

While there will be less of an impact on the Douglas-fir # 1, #3 and #4, a portion of their critical root zones will be impacted by excavation for the underground parking and by the necessary construction access. To prevent damaging critical supporting roots it will be necessary to limit the amount of cut slope at the edge of the excavation and implement mitigation procedures to protect their critical root zones during the development of the property.

....2

Box 48183 -- 3575 Douglas Street
Victoria, BC V8Z 7H6
Ph: (250) 479-3733 -- Fax: (250) 479-7050
Email: treehelp@celus.net

Mar-07-05 10:06A Searidge
11/22/2004 18:32 FAX

250 744 1092

P. 03

003

November 18, 2004 649, 655, 661, 667 & 673 Goldstream Avenue Page 2

Garry oak #8 is located close to the building wall where it will be impacted by both excavation and construction activity. It is a young tree, however, that may survive if sufficient protection can be afforded to its root zone and canopy and if its location does not restrict safe access to the building for construction purposes. The remaining trees numbered 2, 6, 7, 9 and 10 are located where it will be easy to protect them from construction activity and where they are likely to survive following the site development.

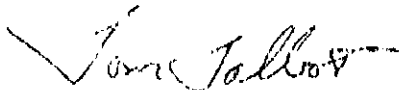
From our experience, the most significant impacts on trees during development are from mechanical injury to their trunks and from compaction of the soils within their critical root zones. To protect any trees to be retained, from construction related injury, we recommend that barrier fencing be located at the edges of their critical root zones prior to any work commencing on the property and that the fencing remain in place until the completion of construction. The fenced areas are to be off limits to all construction activity. If access to these areas is required for any purpose, sufficient notification must be given to the project Arborist so that he can provide recommendation to mitigate any impacts on this critical zone.

Summary

- Due to the potential impacts on the critical root zone of Douglas-fir #5, I recommend that it be removed to eliminate the risks posed.
- As there will be a significant impact on the critical root zones of Chamaecyparis trees #11 and 12, I recommend that they be removed.
- Garry oak #8 is a young tree that may be possible to retain if it does not impede the safety and access for the construction crews.
- The remaining trees numbered 1, 2, 3, 4, 6, 7, 9, and 10, should be protected and retained.

Please do not hesitate to call us at 479-8733 should you have any further questions. Thank You.

Yours truly,
Talbot Mackenzie & Associates



Tom Talbot & Graham Mackenzie
ISA Certified, & Consulting Arborists

Attachments: Tree Resource Table
Understanding Construction Impacts
Site diagram (2pages)

Box 48153 ~ 3375 Douglas Street
Victoria, BC V8Z 7T6
Ph: (250) 479-8733 ~ Fax: (250) 479-7050
Email: treebelp@telus.net

The Resource is 649 885, 881, 887, 893 Galesburg Avenue.

November 18, 2004

P.04 001

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MAY-07-05 10:06A Searidge
11:22:40PM 10:30 PM

Tree #	d.b.h. (cm)	CRZ	Species	Condition	Relative Tolerance	Remarks / Recommendations
1	12.0	2.5	Douglas-fir	good	good	Suitable for retention if critical roots can be protected
2	7.5	2.5	Crabapple	good	good	Asymmetrical crown development. Retain.
3	10	5.0	Crabapple	fair	good	Suitable to retain if critical roots can be protected and if tree # 1 and #4 are retained
4	7.0	6.0	Crabapple	fair	good	Suitable to retain if critical roots can be protected and if tree # 3 and #2 are retained
5	10	15.0	Crabapple	good	good	Extensive root loss expected. Remove tree.
6	3/20	6.0	Flowering Crabapple	good	moderate/good	Retain.
7	26	2.5	Flowering Crabapple	good	moderate/good	Retain.
8	30	2.5	Crabapple	fair	good	It is located close to the building wall. A young tree that may survive if a sufficient protection can be given to its root zone and canopy.
9	22/26	4.0	Cherry	fair	moderate	Co-dominant trunk. Retain.
10	65	8.0	Douglas-fir	good	poor	Retain.
11	40	4.0	Cherry	fair	good	Unlikely to survive. Remove tree.
12	Multi	4.0	Cherry	poor	good	Multiple stem tree. Health is in decline and it is unlikely to survive. Remove tree.

Prepared by:
Talley Woodside & Associates
ISA Certified and Consulting Arborists
Phone: (202) 478-8723
Fax: (202) 471-7060
email: TWA@tda.com

Mar-07-05 10:07A Searidge

250 744 1092

P.05

Key to Headings in Resource Table

d.b.h. – **diameter at breast height** - diameter of trunk, measured in centimetres at 1.5 metres above ground level

CRZ – **critical root zone** - estimated optimal size of tree protection zone based on tree species, condition and age of specimen and the species tolerance to root disturbance. Indicates the radial distance from the trunk, measured in metres.

Condition health/structure –

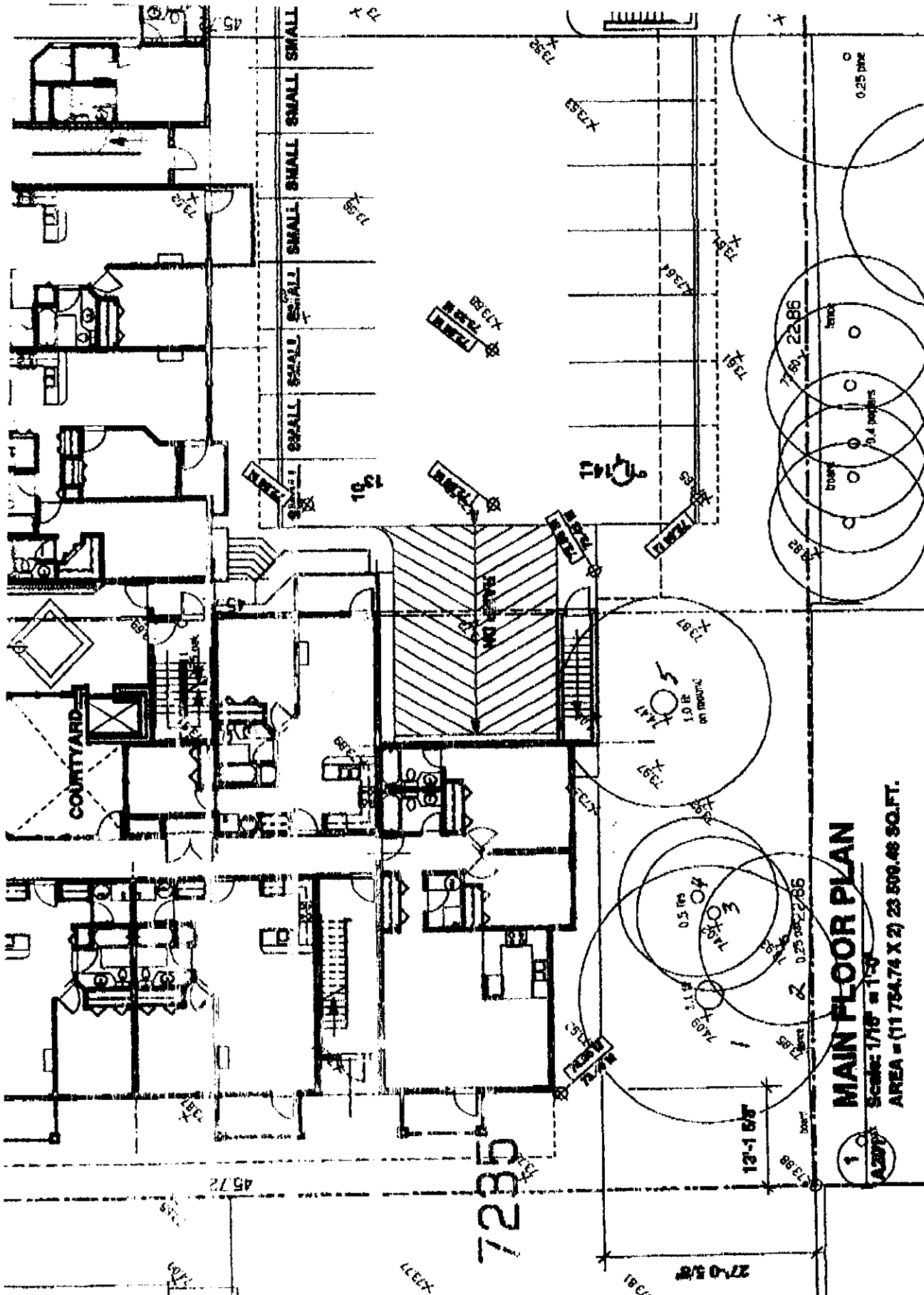
- Good – no visible or minor health or structural flaw
- Fair – health or structural flaw present that can be corrected through normal arboricultural or horticultural care.
- Poor – significant health or structural defects that compromise the long-term survival or retention of the specimen.

Relative Tolerance – relative tolerance of the selected species to development impacts.

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P.06

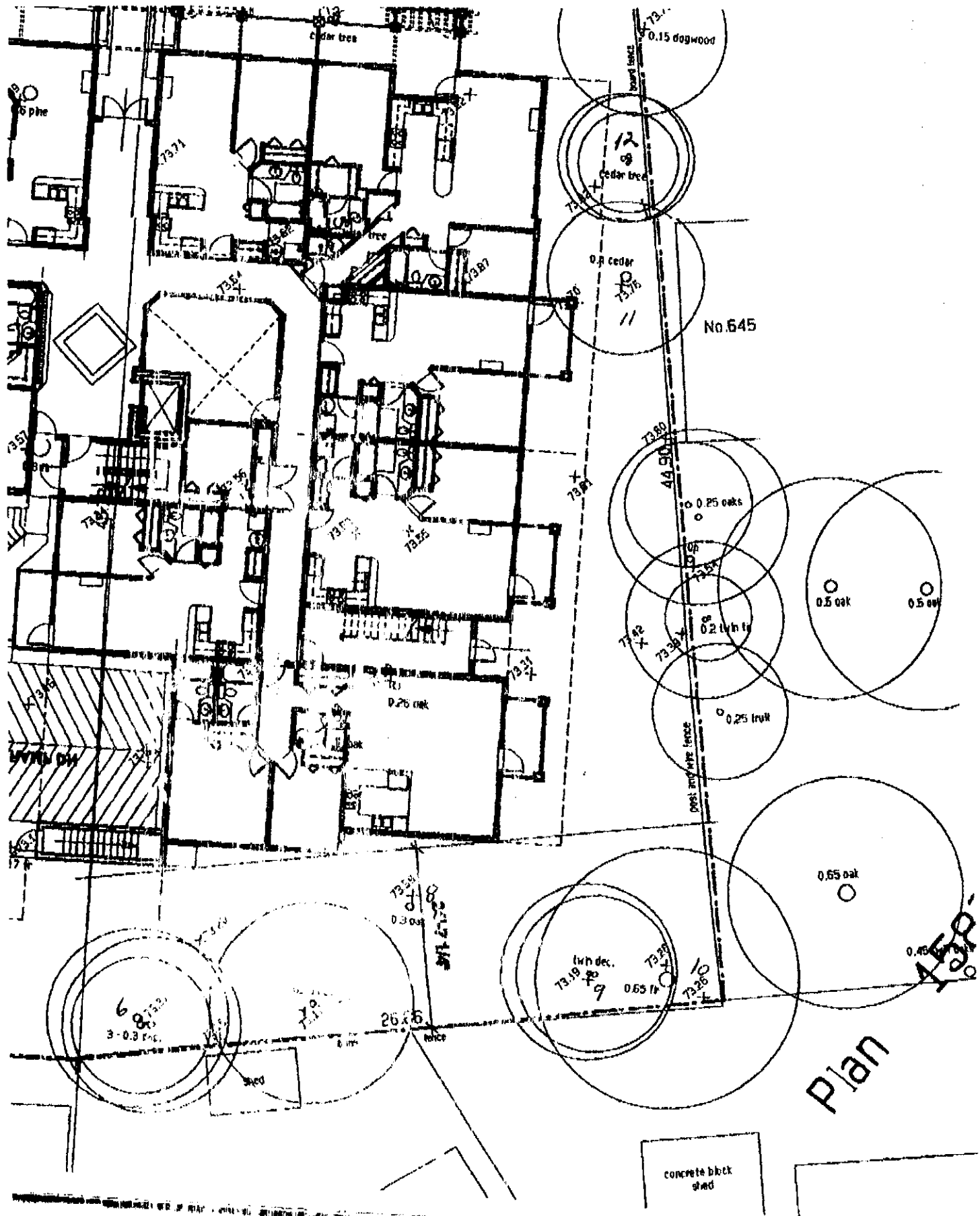


1
MAIN FLOOR PLAN
 SCALE: 1/16" = 1'-0"
 AREA = (11 754.74 X 2) 23 509.48 SQ.FT.

Mar-07-05 10:07A Searidge

250 744 1092

P. 07



Mar-07-05 10:07A Searidge

250 744 1092

P.08

Prepared by: Tom Talbot & Graham Mackenzie
ISA Certified, & Consulting Arborists

Talbot Mackenzie & Associates.
(250) 479-8733
treehelp@telus.net

Understanding Construction Impact & Tree Retention Guidelines

In order to understand the impacts of construction on the root system of a tree, one must be aware of the characteristics of the roots.

The average tree has:

- a horizontal root spread that is much greater than the branch spread;
- the majority of its nutrient absorbing roots outside the dripline;
- most of its roots in the top metre of soil, and
- most of its fine, absorbing roots in the top 0.15 metres of soil.

Construction damage typically results from the following construction activities:

- Soil compaction by construction vehicles and heavy equipment, which minimize the air pockets in the soil.
- Soil pollution from spills of toxins, such as fuel, solvents, paints, lime and cement.
- Fumes from blasting, which are extremely toxic to tree roots.
- Mechanical damage to tree trunks, roots, and root crowns by excavation equipment.
- Grade changes, which bury and suffocate roots, or remove roots entirely.
- Trenching for utility servicing.
- Changes in the water table and surface drainage.

Developing a Tree Protection and Damage Mitigation Plan

Evaluate the resource

In this stage, it is important to obtain accurate information about the tree resource. Information should include an inventory with the species composition and condition of the trees, as well as their suitability for retention, and how well they will respond to the development. All of the trees immediately surrounding the development area should be tagged, with the numbers corresponding to an inventory specifying tree species, diameter, condition, approximate height, specific defects noticed, and a calculated optimal tree protection zone. The tree numbers can then be plotted on a scale site plan.

Mar-07-05 10:07A Searidge

250 744 1092

P.09

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ISA Certified, & Consulting Arborists

Talbot Mackenzie & Associates.
(250) 479-8733
treehelp@telus.net

Planning the development and designing for tree preservation

This stage requires input from all the people involved with planning the development as it relates to the trees. Generally, this will include; the homeowner, the architect, the landscape architect, the local planning department, the construction contractor, and the project arborist. Here is where options can be explored to facilitate construction, yet minimize the impact on the trees. During this construction planning stage the following tree/construction conflicts can be addressed:

- Location of building units.
- Routing of services (i.e. Hydro, telephone, gas, cable, sewer, and drainage.)
- Temporary storage of excavated material, fill, building materials, etc. (outside root protection zones).
- The protection of root zones underneath temporary access roads.
- Car parking for construction workers (outside root protection zones).
- Establishing "Tree Protection Areas".

Preparing the Site for Development

Before any excavation, blasting or construction commences, the Project Arborist should attend to the following:

- Supervise the removal of all trees not being retained.
- Define and mark tree protection zones.
- Supervise the installation of fencing and signage around the "Tree Protection Areas".
- Brief the entire construction crew on the "Tree Retention Plan".

Barrier fencing

The most important factor in establishing an effective buffer zone is protecting the area from encroachment by construction activity. This can be accomplished by surrounding the perimeter of this zone with protective fencing. This barrier fencing must be a minimum of 4 feet in height, and securely installed to prevent any relocation, or trespass by construction activity. The fencing must be installed before any construction or excavation activity occurs on site, and must remain in place throughout the duration of the project. Fenced areas must be adequately posted with signs, stating, "These areas are not to be trespassed on, or used for any construction related activity".

Mar-07-05 10:08A Searidge

250 744 1092

P. 10

Prepared by: Tom Talbot & Graham Mackenzie
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Talbot Mackenzie & Associates.
(250) 479-8733
treehelp@telus.net

Once the Development Begins

The Project Arborist should be available to:

- Supervise blasting and excavation work near the "Tree Protection Areas".
- Prune tree roots back to sound wood to prevent damage by equipment.
- Ensure that the excavator does not pull or break roots. Supervise any hand digging around critical root zones.
- Mulch the root zones adjacent to soil disturbances, to a depth of 15 cm., to conserve moisture and encourage root regeneration.
- Monitor the moisture status of tree roots near soil disturbances (trenching, blasting, etc.) during hot weather.

Responsibilities of the Construction Company

- Prevent damage to any protected tree or its roots.
- Maintain and repair the tree protection fencing.
- Prevent anyone from moving or damaging tree protection fencing, or placing anything inside a "Tree Protection Area".
- Call the Project Arborist; before excavating or blasting near "Tree Protection Areas"; before tree protection fencing is moved, and when anything that could affect a protected tree arises.
- Ensure that no fill, building supplies (especially drywall, plaster or cement), fuel and paint drums, etc. are placed in any "Tree Protection Area".

Rock Fracturing and Blasting

Blasting near tree roots should only be performed under the supervision of the Project Arborist. Only explosives of low phytotoxicity, and techniques that minimize tree damage, are to be used.

If blasting is necessary the use of small low-concussion charges, and multiple small charges designed to pre-shear the rock face, will reduce fracturing, ground vibration, and reduce the impact on the surrounding environment. Provisions must be made to store blast rock, and other construction materials and debris, away from critical tree root zones.

Other methods of rock removal that create less of an impact on tree root zones can often be used. These techniques include the use of a Hoe Ram to chip rock outcrops, and water fracturing which reduces the size of explosive charge used.

Mar-07-05 10:08A Searidge

250 744 1092

P. 11

Prepared by: Tom Talbot & Graham Mackenzie
ISA Certified, & Consulting Arborists

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(250) 479-8733
treehelp@telus.net

Grade Changes and Drainage:

There must be no changes to the grade within the proposed buffer zones, and any grade changes within the developed areas must not impact the retained trees. Changes to the grade, or to site drainage, must not interfere with the natural drainage patterns and must not allow standing water to accumulate around, or within, the root zones of retained trees.

END OF DOCUMENT

