

EX050872

-6 MAY 2005 09 58

EX050871

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 09:58:06 02 VI
CHARGE

632376
\$129.50

Page 1 of ... pages

4/4

1. APPLICATION: (Name, address, phone number and signature of applicant,
~~R-KEITH REED LAW CORPORATION, #585 - 645 Fort Street, Victoria, British-~~
~~Columbia, V8W-1G2 (604) 383-3838~~

CITY OF LANGFORD, 2nd Floor, 877 Goldstream Ave,
Victoria BC V9B 2X8
(250) 450-4970 474-6919

Signature of applicant, solicitor or agent
Signature of applicant, solicitor or agent
KITTO REGISTRY
10106

2C

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

(PID)	(LEGAL DESCRIPTION)
005-741-971	Lot 21, Section 72, Esquimalt District, Plan 7235
000-005-037	Lot 20, Section 72, Esquimalt District, Plan 7235

3. NATURE OF INTEREST.*

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

Priority Agreement over EE39813/EE39814,
EM11388/EM11389 and EV45662/EV45663
charging Lot 21 and over 45
ES109355/ES109356 and EV45662/EV45663
charging Lot 20

Signature

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):

KENNETH TROY HUCKIN

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.

Office Signature(s)

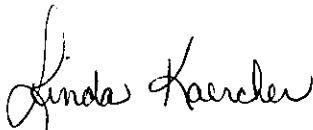
Execution Date

Party(ies) Signature(s)

Robert G. Heath
Notary & Solicitor
2571 Oak Street
Victoria, B.C.

Y	M	D
05	03	14



KENNETH ROY HUCKIN




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:

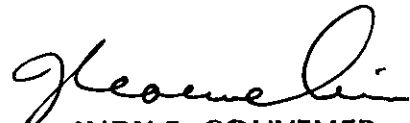

please print name: **D. Blackwell, A/Mayor**


please print name: **GEOFF PEARCE**

CLERK-ADMINISTRATOR

COAST CAPITAL SAVINGS CREDIT UNION
by its authorized signatories:


please print name: **David Brown**


JUDY E. COUVELIER

A Commissioner for taking Affidavits
for British Columbia
SUITE 400 - 645 TYEE ROAD
VICTORIA, BC V9A 6X5

Y	M	D
05	05	16

please print name:

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 MAR 14, 2005

BETWEEN:

The Transferor, **KENNETH TROY HUCKIN**

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.

CONSENT TO GRANT OF COVENANT BY CHARGEHOLDERS

WHEREAS :

COAST CAPITAL SAVINGS CREDIT UNION

the registered holder of the following charges:

- Mortgage EE39813 and Assignment of Rents EE39814 charging Lot 21
- Mortgage EM11388 and Assignment of Rents EE11389 charging Lot 21
- Mortgage ES109355 and Assignment of Rents ES109356 charging Lot 20
- Mortgage EV45662 and Assignment of Rents EV45663 charging Lots 21 and 22

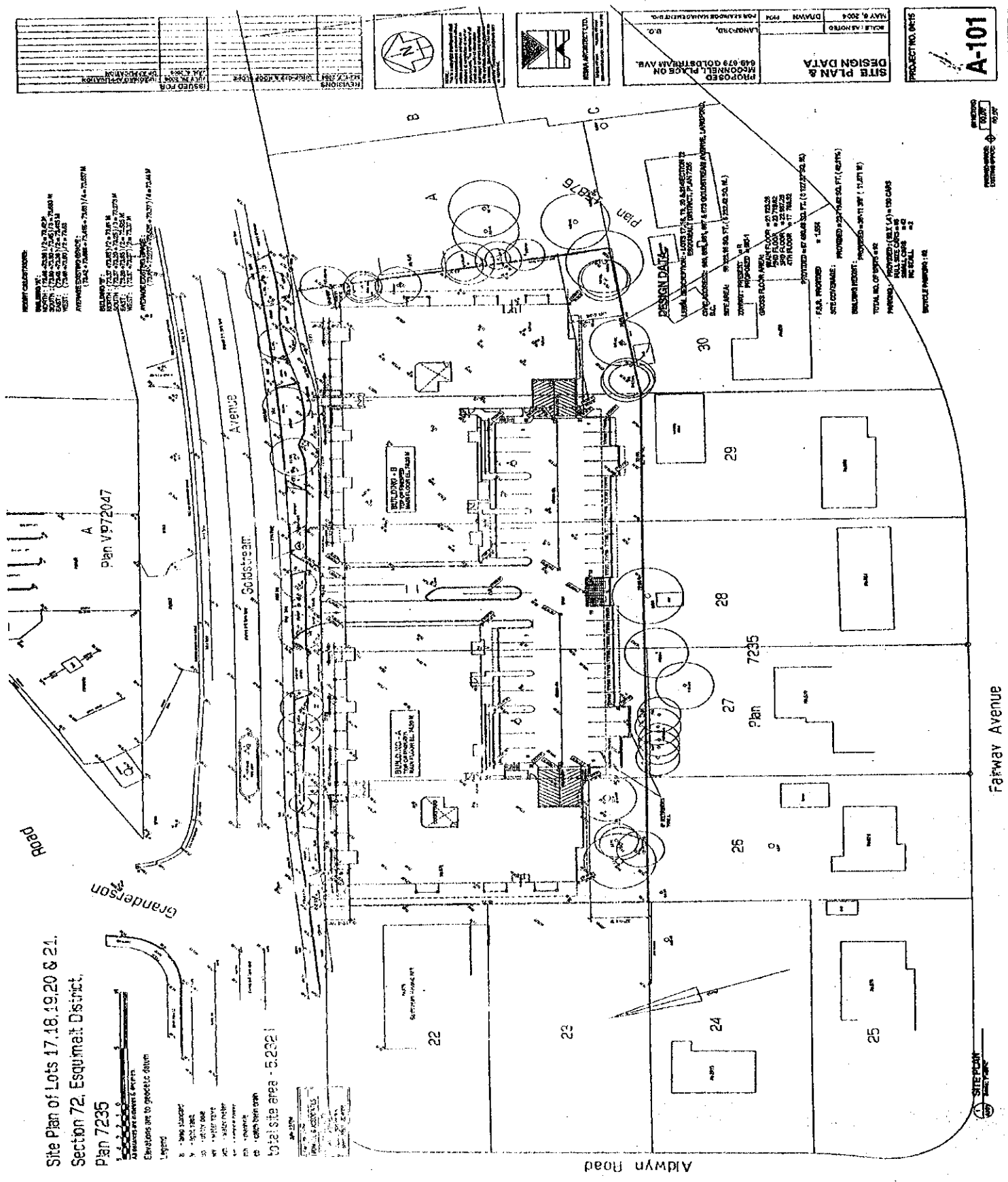
The above chargeholder ("**the Prior Chargeholder**") is the registered holders of the charge(s) listed above registered in the Victoria Land Title Office under the numbers set out above ("**the Charges**") encumbering the Lands.

WITNESSES in consideration of the sum of \$1.00 Dollar and other good and valuable consideration now paid by the Owner to the Prior Chargeholder, the receipt and sufficiency of which is hereby acknowledged:

1. The Prior Chargeholder hereby consents to the granting and registration of the attached Restrictive Covenant.
2. The Prior Chargeholder hereby grants priority for the Restrictive Covenant over the Prior Chargeholder's right, title and interest in, and to the Lands described in the Restrictive Covenant and the Prior Chargeholder hereby postpones its Charges and all of their right, title and interest thereunder to the Restrictive Covenant as if the Restrictive Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.
3. As evidence of their agreement to be bound by the terms of this agreement, the Prior Chargeholder have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

SCHEDULE A

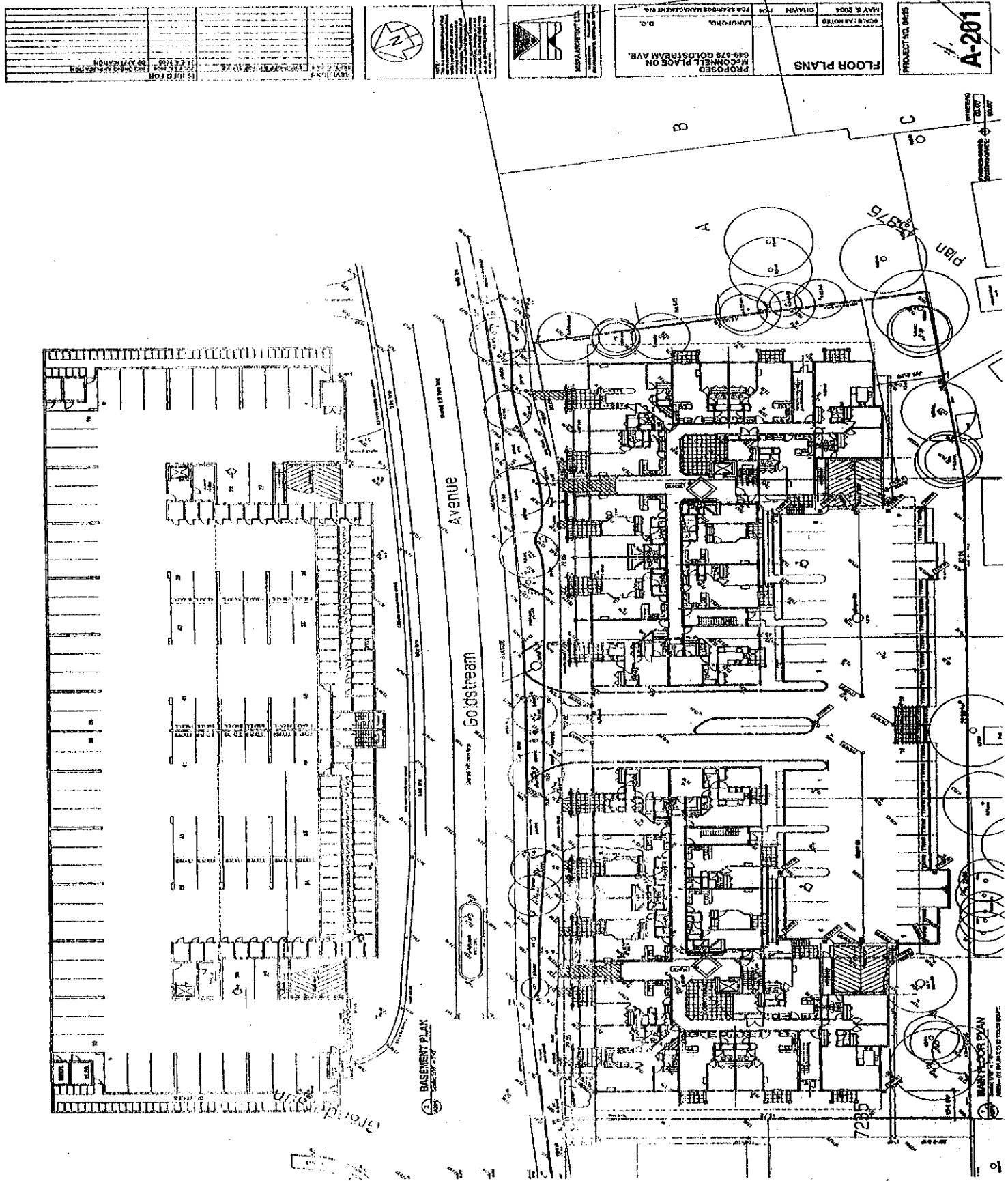
Approved Plan






A-101

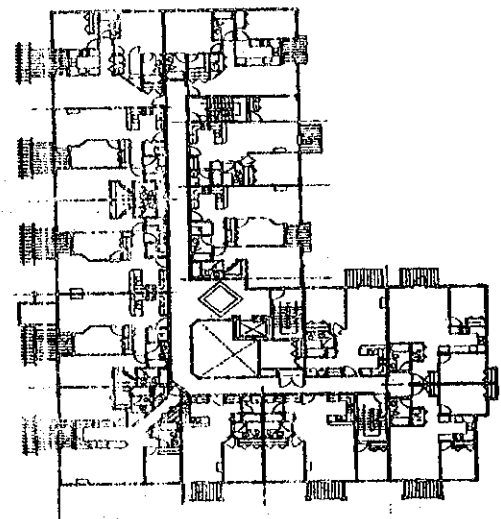
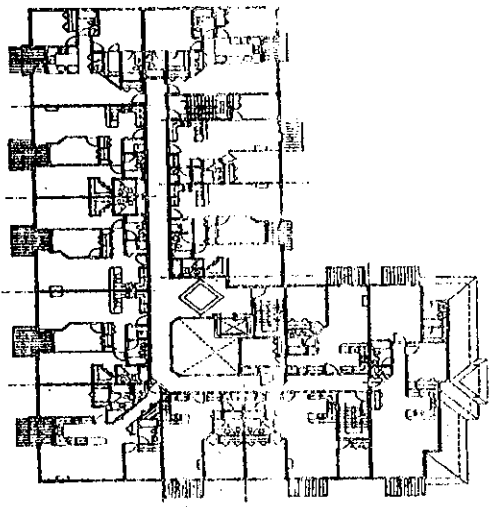
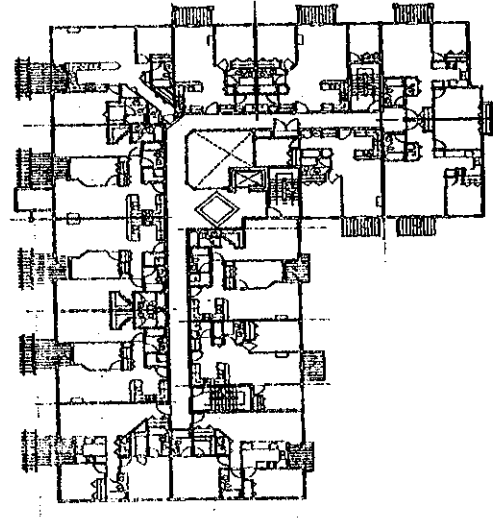
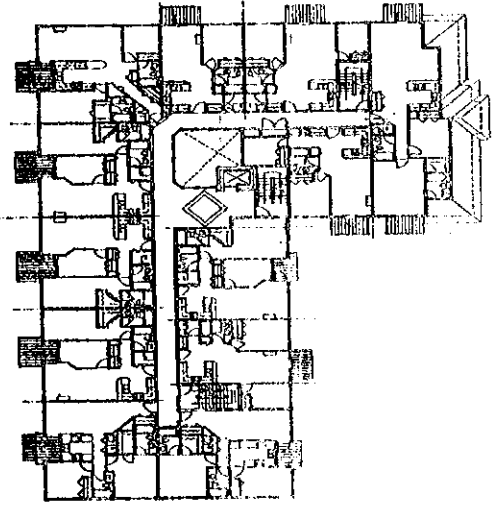
PROJECT NO. 04515

SITE PLAN & ACCOMPANYING PROPOSED PLANS ON 649-679 GOLDSTREAM AVE. LANDNO. 104 KVM 44 AND 45 KVM 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000




			PROPOSED ACCONTELL PLACE ON 649-879 GOLDSTEIN AVE. R.C. LANFORD, MA DRAWN FOR FOR SEAFORDS MUNICIPALITY	MAY 8, 2008 DATE 001 SHEET NO.	PROJECT NO. 0615 A-202
				FLOOR PLANS	

PLANNING
 CITY
 COMMUNITY DEVELOPMENT
 0615




2nd FLOOR PLAN
 SCALE 1/8" = 1'-0"
 0615-01-0000-02-0000-001

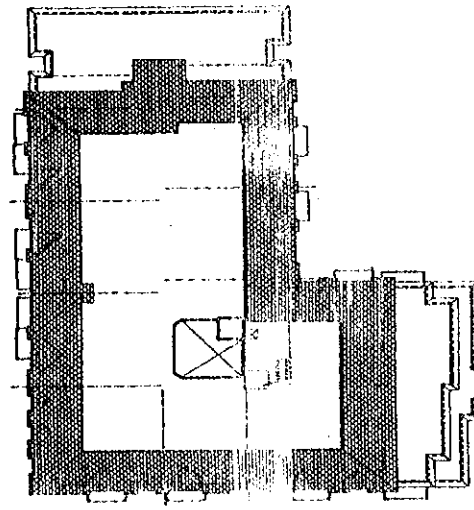
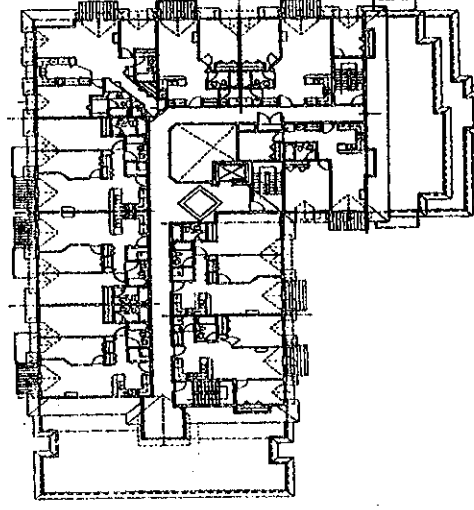
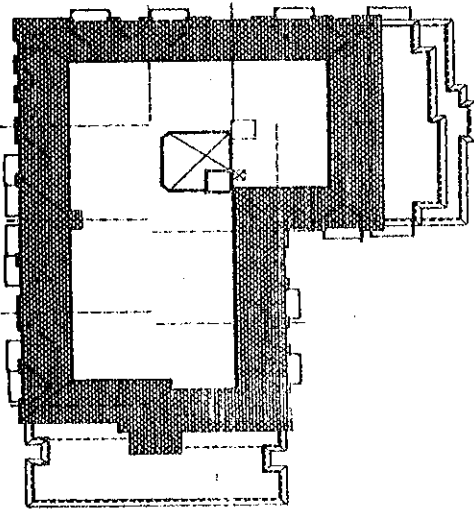
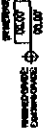

2nd FLOOR PLAN
 SCALE 1/8" = 1'-0"
 0615-01-0000-02-0000-001

REVISIONS	DATE	BY	REASON

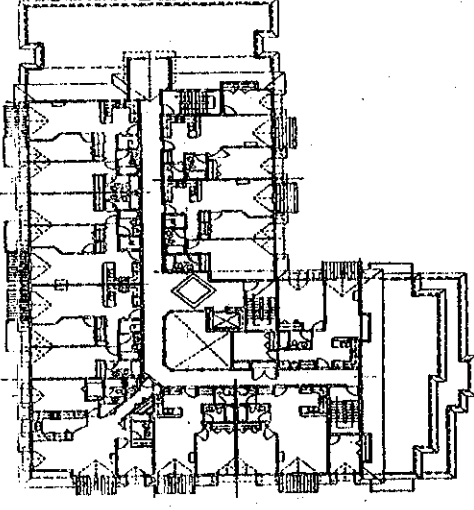


PROPOSED
ACCOUNTELL PLAZA ON
949-678 GOLDSTREAM AVE.
LAJOLLA, CA 92033
P.O.
P&S SEAMOR MANAGEMENT INC.
SCALE: AS NOTED
MAY 8, 2004
DRAWN
PROJECT NO. 0105

A-203
PROJECT NO. 0105
FLOOR PLANS



2 ROOF PLAN
SCALE: 1/8" = 1'-0"



4 4th FLOOR PLAN
SCALE: 1/8" = 1'-0"

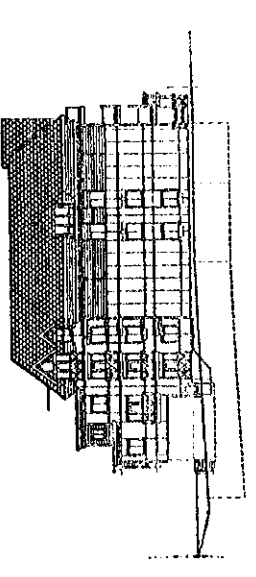
NO.	DATE	DESCRIPTION
1	12/15/2021	ISSUED FOR PERMITTING
2	01/12/2022	REVISED FOR PERMITTING
3	01/12/2022	REVISED FOR PERMITTING
4	01/12/2022	REVISED FOR PERMITTING
5	01/12/2022	REVISED FOR PERMITTING
6	01/12/2022	REVISED FOR PERMITTING
7	01/12/2022	REVISED FOR PERMITTING
8	01/12/2022	REVISED FOR PERMITTING
9	01/12/2022	REVISED FOR PERMITTING
10	01/12/2022	REVISED FOR PERMITTING



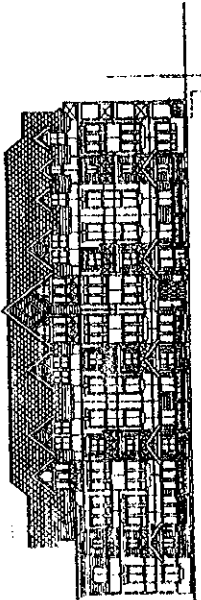
PROPOSED PLACE ON
MCCONNELL PLACE ON
639-879 GOLDSTREAM AVE.
LAKFORD, B.C.
FOR SEABOARD MANAGEMENT INC.
MAY 8, 2004
SCALE AS NOTED
DRAWN
PROJ

FLOOR PLANS

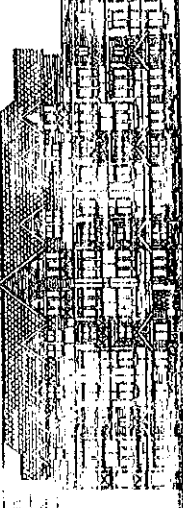
PROJECT NO. **A-301**



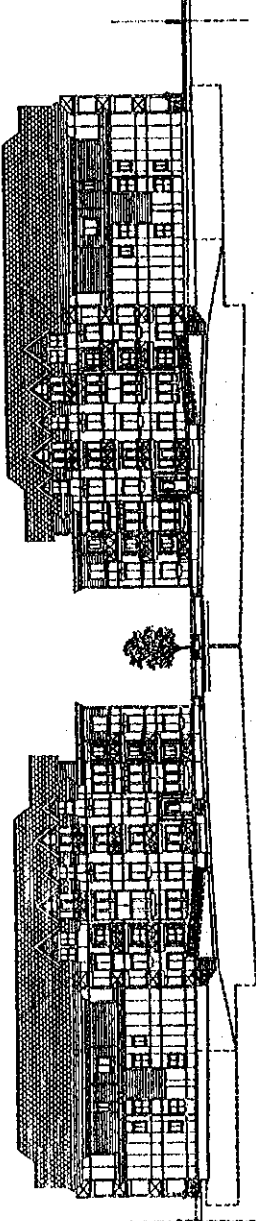
WEST ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

REVISIONS
DATE
BY
CHECKED BY

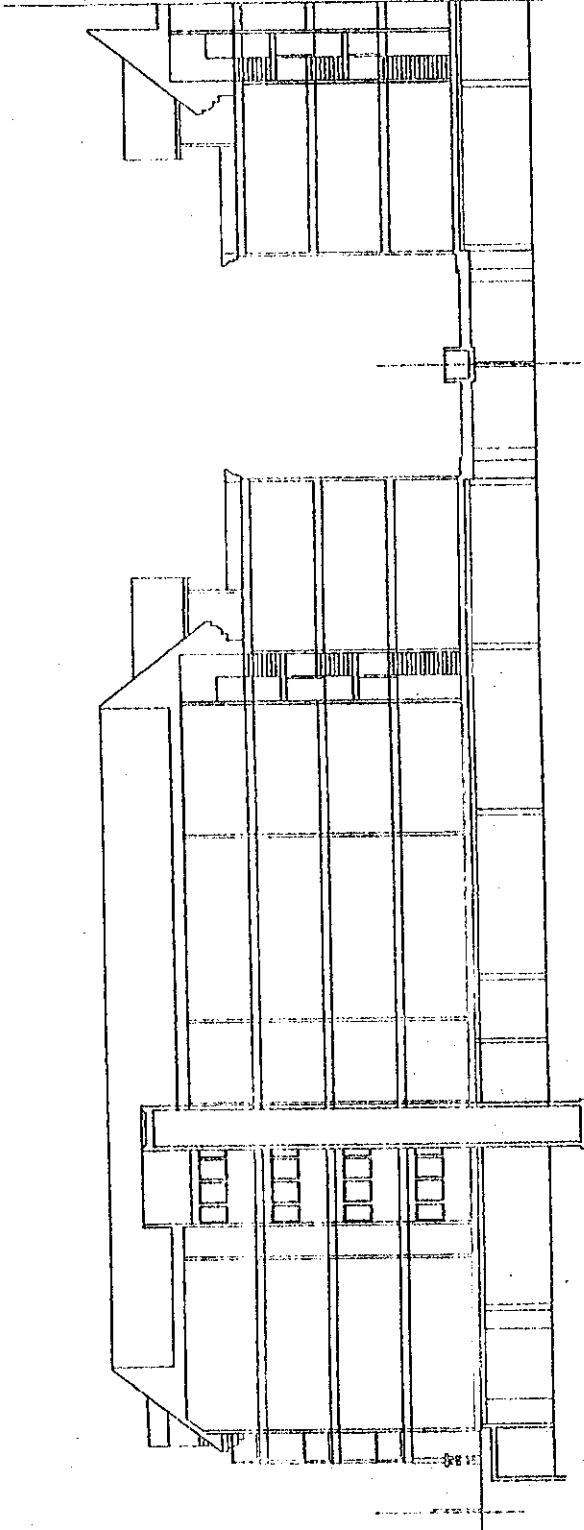
NO.	DATE	DESCRIPTION
1	05/11/05	ISSUED FOR PERMITS
2	05/11/05	FOR SEAMOR MARINE INC.
3	05/11/05	REVISED TO ACCOMMODATE
4	05/11/05	REVISED TO ACCOMMODATE
5	05/11/05	REVISED TO ACCOMMODATE
6	05/11/05	REVISED TO ACCOMMODATE
7	05/11/05	REVISED TO ACCOMMODATE
8	05/11/05	REVISED TO ACCOMMODATE
9	05/11/05	REVISED TO ACCOMMODATE
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14	05/11/05	REVISED TO ACCOMMODATE
15	05/11/05	REVISED TO ACCOMMODATE
16	05/11/05	REVISED TO ACCOMMODATE
17	05/11/05	REVISED TO ACCOMMODATE
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20	05/11/05	REVISED TO ACCOMMODATE



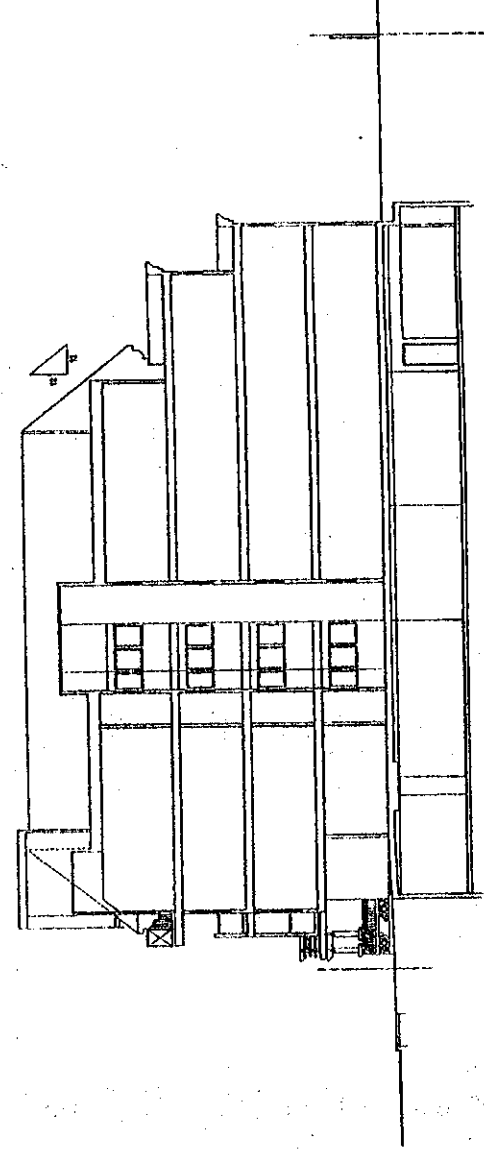
SECTIONS
 5005
 DRAWN FOR SEAMOR MARINE INC.
 LUNN-CHU, R.O.
 400 SOUTH
 ROOSEVELT PLACE ON
 619-978 GOLDSTEIN AVE.
 R.O.

PROJECT NO. 0505
A-401

SECTION A-401
 (SEE P. 32)



SECTION A-A



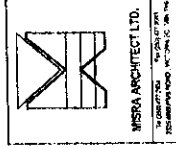
SECTION B-B

SCHEDULE B

Approved Landscaping Plan

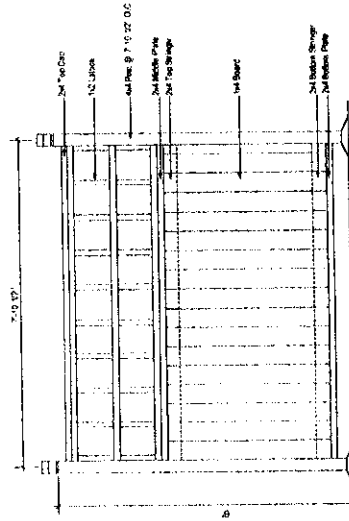


NOTES: 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

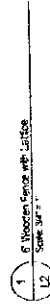


PROPOSED LANDSCAPE DETAILS
NOV 15 2004
SCALE: AS NOTED
DRAWN: JAW
FOR SEARIDGE MANAGEMENT INC.
LANGFORD, B.C.
McConnell Place
ON GOLDSTREAM AVENUE

PROJECT NO. 0433
L-2




NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.




DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
SPRINKLER	1	SPRINKLER	100.00	100.00
VALVE	1	VALVE	50.00	50.00
PIPE	10	METER	10.00	100.00
CONCRETE	1	CONCRETE	200.00	200.00
STEEL	1	STEEL	150.00	150.00
WOOD	1	WOOD	100.00	100.00
PAINT	1	PAINT	50.00	50.00
LABOR	1	LABOR	1000.00	1000.00
TOTAL				1750.00

L A D R
Landscape Architecture
1000 West Beaver Creek Road
Richmond Hill, Ontario L4B 1N2
Tel: (905) 709-1100
Fax: (905) 709-1101
www.ladr.ca



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www.mbsa.ca

NOV. 15, 2004
DRAWN: JAV
FOR: SEARIDGE MANAGEMENT INC.
LANGFORD, B.C.

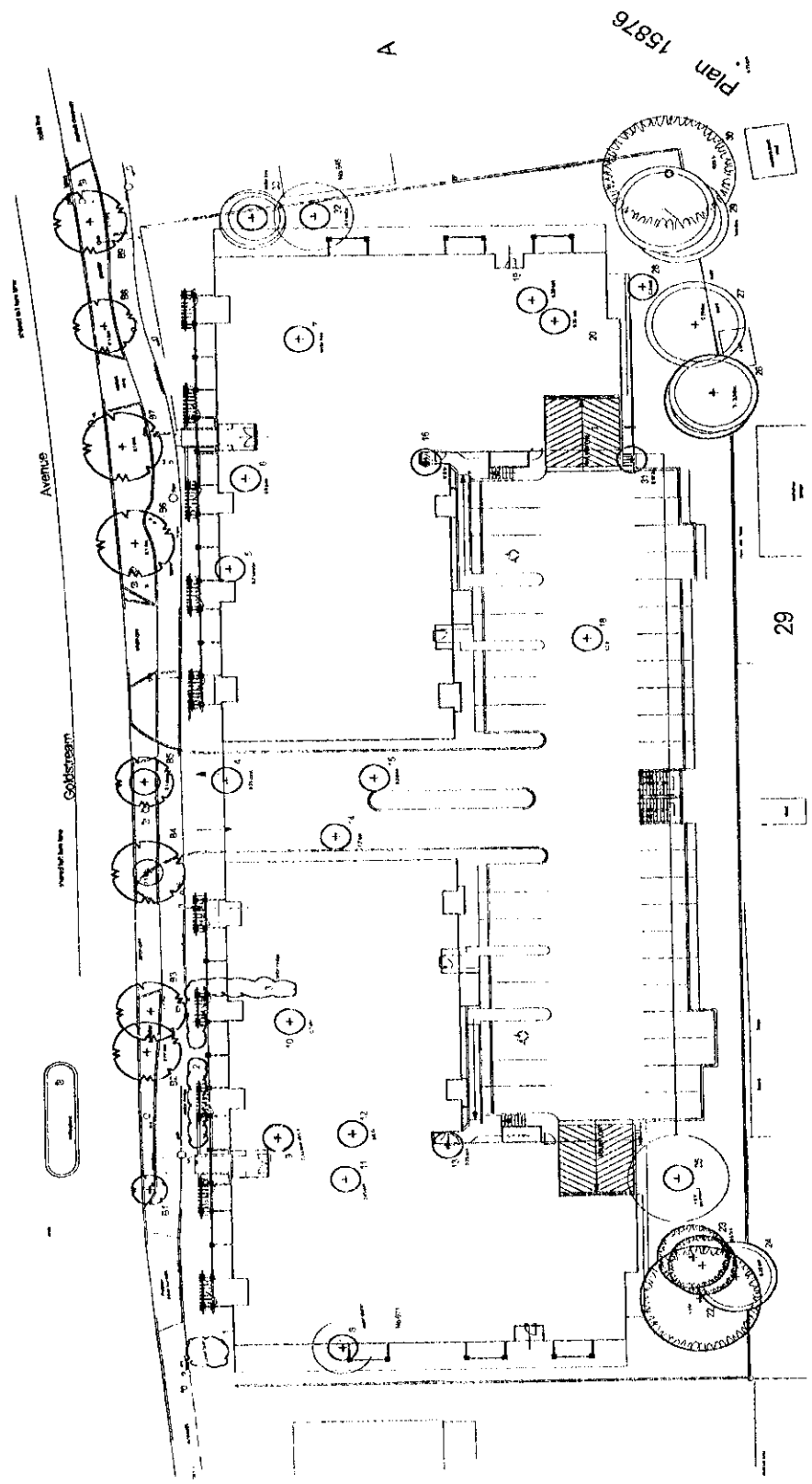
**PROPOSED
McConnell Place
ON GOLDSTREAM AVENUE**

**TREE
PRESERVATION
PLAN**

SCALE: 1/16" = 1'








PROJECT NO. 0433

L - 3



TREE IDENTIFICATION NUMBER	TREE TYPE	DIAMETER AT BREAST HEIGHT (DBH)	HEIGHT	REMARKS
1	DOGWOOD	12.0	15.0	TO BE REMOVED
2	DOGWOOD	10.0	12.0	TO BE REMOVED
3	DOGWOOD	8.0	10.0	TO BE REMOVED
4	DOGWOOD	6.0	8.0	TO BE REMOVED
5	DOGWOOD	4.0	6.0	TO BE REMOVED
6	DOGWOOD	3.0	5.0	TO BE REMOVED
7	DOGWOOD	2.0	4.0	TO BE REMOVED
8	DOGWOOD	1.5	3.0	TO BE REMOVED
9	DOGWOOD	1.0	2.0	TO BE REMOVED
10	DOGWOOD	0.8	1.5	TO BE REMOVED
11	DOGWOOD	0.6	1.2	TO BE REMOVED
12	DOGWOOD	0.5	1.0	TO BE REMOVED
13	DOGWOOD	0.4	0.8	TO BE REMOVED
14	DOGWOOD	0.3	0.6	TO BE REMOVED
15	DOGWOOD	0.2	0.5	TO BE REMOVED
16	DOGWOOD	0.1	0.4	TO BE REMOVED
17	DOGWOOD	0.1	0.4	TO BE REMOVED
18	DOGWOOD	0.1	0.4	TO BE REMOVED
19	DOGWOOD	0.1	0.4	TO BE REMOVED
20	DOGWOOD	0.1	0.4	TO BE REMOVED
21	DOGWOOD	0.1	0.4	TO BE REMOVED
22	DOGWOOD	0.1	0.4	TO BE REMOVED
23	DOGWOOD	0.1	0.4	TO BE REMOVED
24	DOGWOOD	0.1	0.4	TO BE REMOVED
25	DOGWOOD	0.1	0.4	TO BE REMOVED
26	DOGWOOD	0.1	0.4	TO BE REMOVED
27	DOGWOOD	0.1	0.4	TO BE REMOVED
28	DOGWOOD	0.1	0.4	TO BE REMOVED
29	DOGWOOD	0.1	0.4	TO BE REMOVED

TREE PRESERVATION LEGEND

-  EXISTING DOGWOOD TREE TO REMAIN
-  EXISTING CONIFERUS TREE TO REMAIN
-  EXISTING TREE TO BE REMOVED
-  EXISTING HEDGE OR SHrub TO BE REMOVED
-  TREE IDENTIFICATION NUMBER - REFER TO SCHEDULE
-  EXISTING BOWLEND TREE TO REMAIN
-  EXISTING BOWLEND TREE TO BE REMOVED OR RELOCATED

Site Plan of Lots 17, 18, 19, 20, & 21,
Section 72, Equestrian District,
Langford, B.C.
Scale: 1/16" = 1'

SCHEDULE C

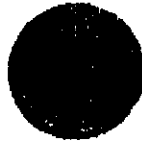
Approved Arborist Plan

Mar-07-05 10:06A Searidge
11:44/2004 18:02 FAX

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 48153 -- 3575 Douglas Street
Victoria, BC V8Z 7H6
Ph: (250) 479-3737 -- Fax: (250) 479-7050
Email: treehelp@telus.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.

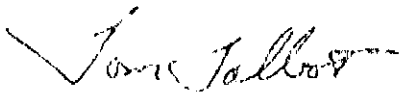
From our experience, the most significant impacts on trees during development are from mechanical injury to their trunks and from compaction of the soils within their critical root zones. To protect any trees to be retained, from construction related injury, we recommend that barrier fencing be located 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,
Telbot Mackenzie & Associates



Tom Talbot & Graham Mackenzie
ISA Certified & Consulting Arborists

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

Box 48155 ~ 3375 Douglas Street
Victoria, B.C. V8Z 2H6
Ph: (250) 479-8733 ~ Fax: (250) 479-7050
Email: treche/p@telus.net

Tree Resources for 669 862, on 1, 867 873 Golden Avenue

November 18, 2004

Tree #	d.b.h. (cm)	CRZ	Species	Condition Health	Canopy Structure	Relative Tolerance	Remarks / Recommendations
1	12.0	2.5	Douglas-fir	good	good	good	Suitable for retention if critical roots can be protected.
2	10.5	2.5	Crabapple	good	fair	good	Asymmetrical crown development. Retain.
3	10.0	5.0	Douglas-fir	fair	fair	good	Suitable to retain if critical roots can be protected and if trees # 1 and #4 are retained.
4	10.0	4.0	Douglas-fir	fair	fair	good	Suitable to retain if critical roots can be protected and if trees # 1 and #3 are retained.
5	10.0	15.0	Douglas-fir	good	good	good	Extensive root loss expected. Remove tree.
6	8.0	8.0	Flowering Crabapple	good	fair	moderate/good	Retain.
7	28.0	2.5	Flowering Crabapple	good	fair	moderate/good	Retain.
8	20.0	2.5	Crabapple	fair	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	22.0	4.0	Cherry	fair	fair	moderate	Co-dominant trunk. Retain.
10	6.5	8.0	Douglas-fir	good	good	poor	Retain.
11	4.0	4.0	Cherry	fair	poor	good	Unlikely to survive. Remove tree.
12	14.0	4.0	Cherry	poor	poor	good	Multiple stem tree. Health is in decline and it is unlikely to survive. Remove tree.

Prepared by:
Tullik Macdonald & Associates
ISA Certified and Consulting Arborists
Phone: (250) 478-8733
Fax: (250) 471-7886
email: Tullik@tma.ca

P.04
001

250 744 1092

May-07-05 10:06A Searidge
44.44.4094 10:00 FAX

Mar-07-05 10:07A Searidge

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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 –

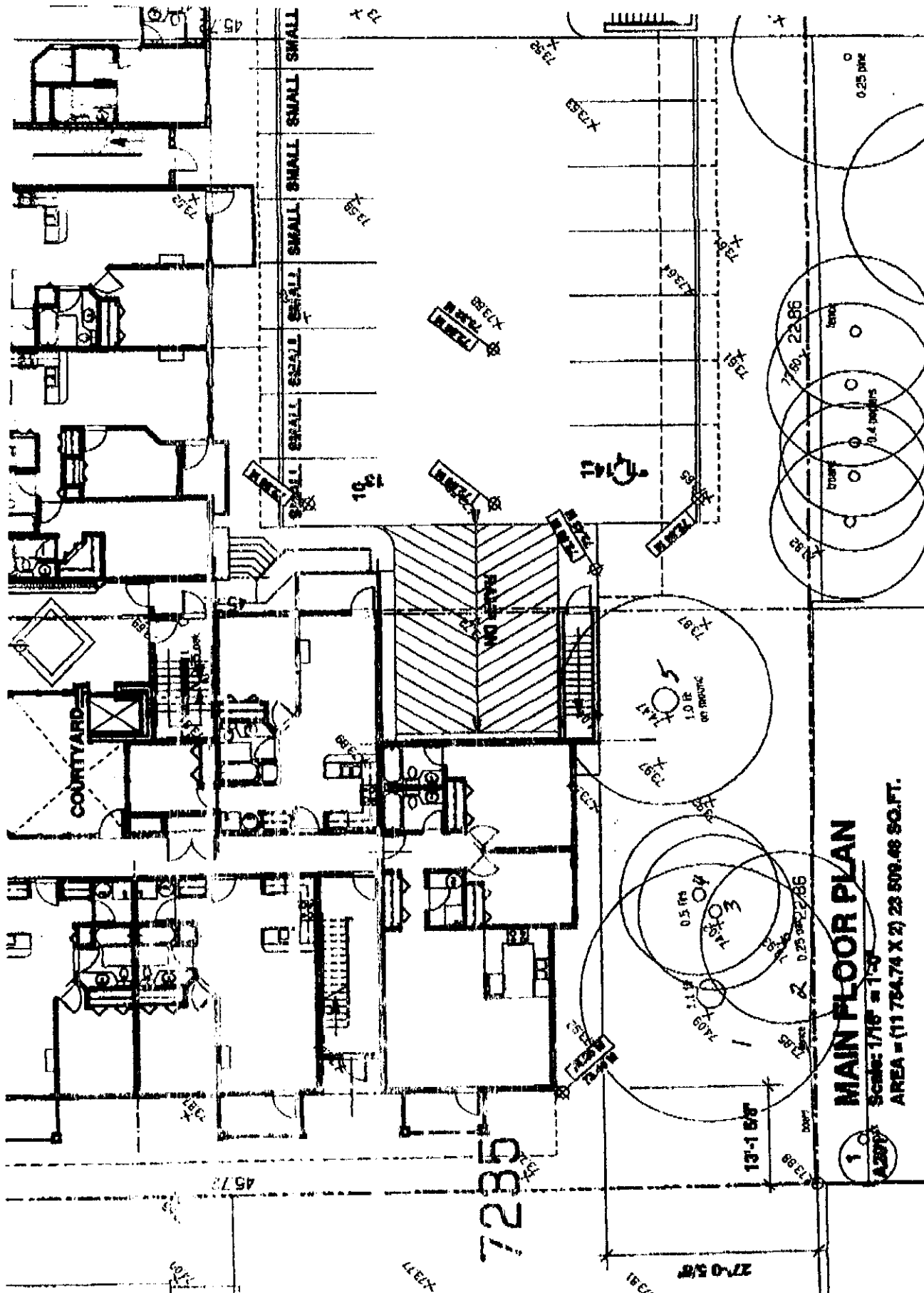
- Good – no visible or minor health or structural flaw
- Fair – health or structural flaw present that can be corrected through normal arboricultural or horticultural care.
- Poor – significant health or structural defects that compromise the long-term survival or retention of the specimen.

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

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P.06



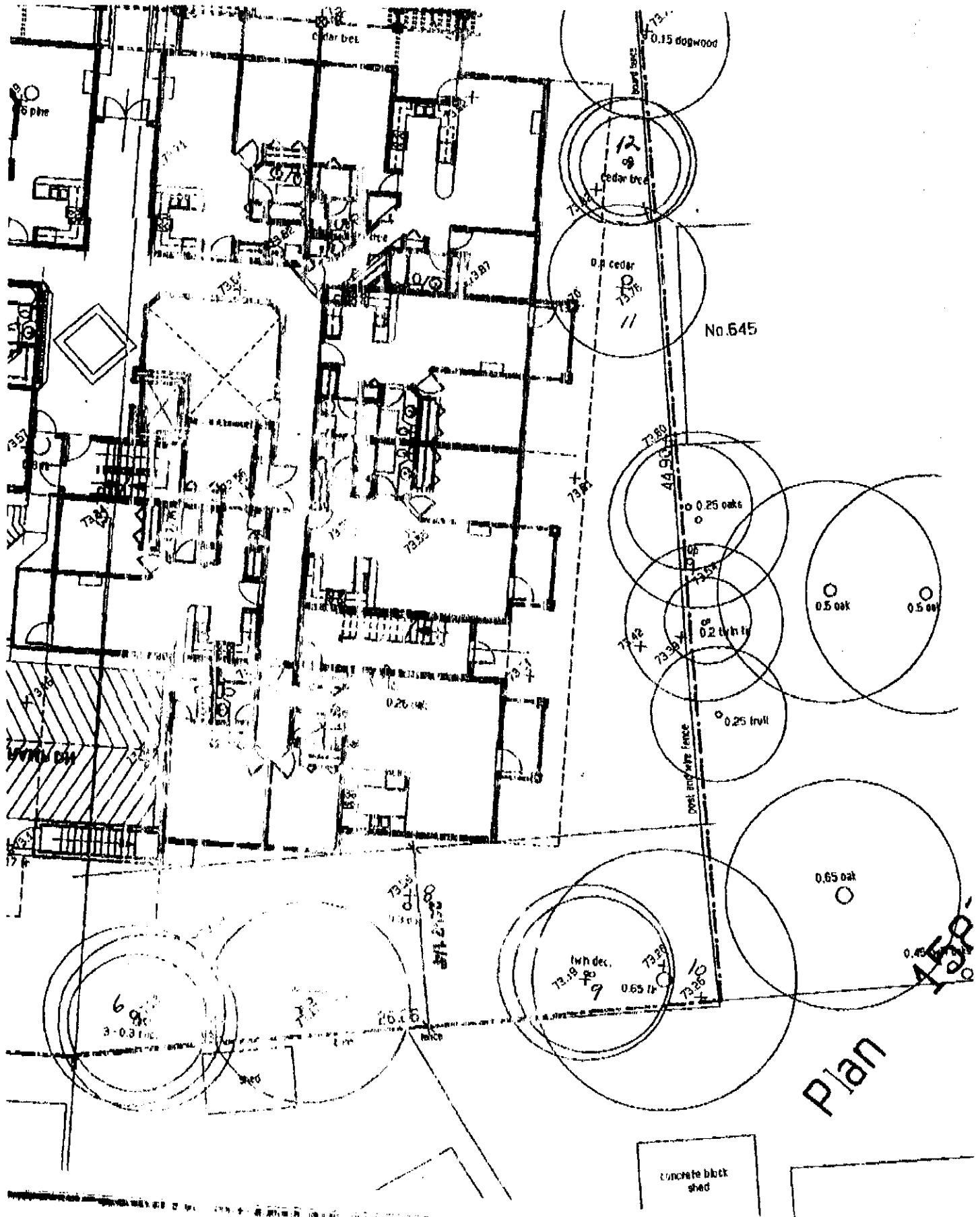
MAIN FLOOR PLAN

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

Mar-07-05 10:07A Searidge

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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.
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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.
- Grate 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 placed on a scale site plan.

Mar-07-05 10:07A Searidge

250 744 1092

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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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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
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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

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CITY OF LANGFORD