



TOWN OF COMOX

1809 Beaufort Avenue Ph: (250) 339-2202
Comox BC V9M 1R9 Fx: (250) 339-7110

PUBLIC HEARING MEETING **AGENDA FOR WEDNESDAY SEPTEMBER 2, 2020**

We respectfully acknowledge that we live, work and play on the traditional lands of the K'ómoks First Nation ... Gila'kasla ... Hay ch q' a'

NOTICE is hereby given that, pursuant to the Local Government Meetings and Bylaw Process (COVID-19) Ministerial Order No. 3 M192, the September 2, 2020 Public Hearing will be conducted by electronic means with some or all members of Council participating electronically. A maximum of 15 members of the public will be permitted to attend the Public Hearing in order to enable patrons to maintain a distance of two metres from one another. The Public Hearing will also be live-streamed via the Town's Facebook Page for members of the public that are not able to attend in person.

In accordance with the Gatherings and Events Order of the Public Health Officer, access to the Public Hearing will be controlled and closely monitored. As well, the first and last names and telephone number, or email address, of patrons who attend the Public Hearing will be collected.

Written Submissions may be emailed to council@comox.ca, or dropped off/mailed to the attention of Mayor and Council at 1809 Beaufort Avenue, Comox BC, V9M 1R9. Submissions must be received before 12:00 p.m. noon on September 2nd in order to be considered by Council.

Meeting Location: d'Esterre Centre, 1801 Beaufort Avenue, Comox

Call to Order: 7:00 p.m.

Adoption of the Agenda

PUBLIC HEARING TO CONSIDER THE FOLLOWING AGENDA ITEMS:

1. REZONING APPLICATION RZ 18-06 (2310 GUTHRIE ROAD):

- (7) a. [Comox Zoning Amendment Bylaw 1897](#)
- (15) b. [Comox Phased Development Agreement Authorization Bylaw 1898: 2310 Guthrie Road](#)
- c. [Development Variance Permit Application DVP 19-7](#)

CLOSE OF PUBLIC HEARING

CORPORATE OFFICER

PUBLIC HEARING – Opening Statement

This Public Hearing is hereby convened pursuant to Section 464 of the Local Government Act for the purpose of hearing representations from those persons who believe that their interest in property is affected by the proposed:

1. Rezoning Application RZ 18-6 (2310 Guthrie Road):

- a. Comox Zoning Amendment Bylaw 1897
- b. Comox Phased Development Agreement Authorization Bylaw 1898: 2310 Guthrie Road
- c. Development Variance Permit Application DVP 19-7

The proposed bylaws have received first and second readings, but have not passed third reading or been adopted by Council. Notices of this Public Hearing have been published in accordance with the requirements of the Local Government Act. Also, a copy of the proposed bylaws and development variance permit application, supporting documentation and any submissions to Council received from the public have been available for inspection at Comox Town Hall as required by the Local Government Act. Copies are also available for review at the desk of the clerk.

To maintain order and to ensure everyone a reasonable opportunity to be heard, I ask that each person wishing to speak first have their name added to the Speaker's List, located at the desk of the Clerk. Once called by the Chair, please begin your presentation to Council by clearly stating your name and address. Please make your presentation as brief as possible. After all have had an opportunity to be heard, anyone wishing to have further input may once again sign the Speaker's List.

Council will not debate with each other or members of the public. Council will not answer questions; we are here to hear from you. Technical questions may be directed by the Chair to the staff.

Everyone will be given a reasonable opportunity to be heard at this meeting. No one will be, or should feel, discouraged or prevented from making his or her views heard. Please refrain from any conduct that would intimidate others or discourage them from speaking.

Due to COVID-19 restrictions, please respect physical distancing requirements while lining up to enter or leave this room, or to have your name added to the Speaker's List. Because of maximum capacity limits on this room, we have an overflow room set up if needed next door in the lounge area, and this meeting is being livestreamed on that side. Those wishing to speak who are waiting next door may have their name added to a Speaker's List in that area, and will be called over once it is their turn. Once you have addressed Council, please move over to the lounge side, if necessary, to allow others the opportunity to address Council.

If members of the public are not able to attend at tonight's meeting due to maximum capacity limits, tonight's meeting will be recessed once we have heard from those physically present. The meeting will reconvene tomorrow night at 7:00 p.m. to hear from you.

1. Rezoning Application RZ 18-6 (2310 Guthrie Road):

Application Summary

a) Comox Zoning Amendment Bylaw 1897

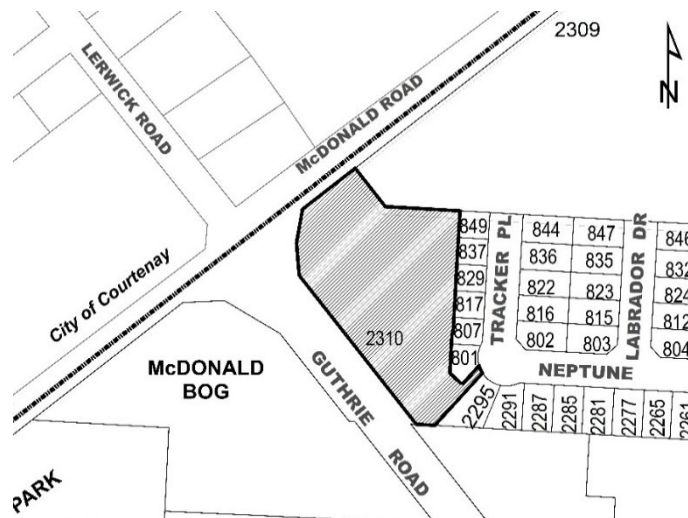
In summary, the purpose of Comox Zoning Amendment Bylaw 1897 is to change the zoning of 2310 Guthrie Road to a mixed use multi-family and commercial zone.

b) Comox Phased Development Agreement Authorization Bylaw 1898: 2310 Guthrie Road

In summary, the Comox Phased Development Agreement Authorization Bylaw 1898: 2310 Guthrie Road is to authorize the Town of Comox to enter into a Phased Development Agreement with 2310 Guthrie Development Corp. Inc. No. BC0920625 for a term of 10 years, limiting the Town's ability to change the zoning in exchange for an amenity contribution of \$62,842 to the Town's Affordable Housing Reserve Fund.

c) Development Variance Permit Application DVP 19-7

In summary, the Development Variance Permit Application DVP 19-7 is to vary the setbacks between buildings to enable the phased construction of the proposed development.



Public Hearing Submissions

Written – To ensure that written submissions are included in the minutes of the meeting, please ensure that all are submitted to the desk of the Clerk before the end of the meeting.

Verbal – The proposed bylaws and development variance permit application are now open for discussion.

(IF ROOM CAPACITY WAS NOT MET AND NO MEMBERS OF THE PUBLIC WERE NOT PERMITTED ENTRY)

Close of Public Hearing

I would remind those present that legal considerations prevent the members of Council from considering any representation made after the close of this Public Hearing.

Before closing the Public Hearing, I am going to call three times for any further speakers on any of the matters contained in the proposed bylaws and development variance permit application.

For the first time, is there anyone who wishes to make any further representation?

For the second time, is there anyone who wishes to make any further representation?

For the third time, is there anyone who wishes to make any further representation?

There being no further speakers, I declare this Public Hearing closed.

(Call for a motion to Adjourn)

(IF ROOM CAPACITY WAS MET AND ADDITIONAL MEMBERS OF THE PUBLIC WERE NOT PERMITTED ENTRY)

Recess of Public Hearing

Due to some members of the public not being able to address Council tonight, this Public Hearing will be recessed, and reconvened here at d'Esterre Seniors Centre tomorrow evening at 7:00 p.m.

Before recessing the Public Hearing, I will call three times for any further speakers here in the room tonight, who wish to make further representations.

For the first time, is there anyone who wishes to make any further representation?

For the second time, is there anyone who wishes to make any further representation?

For the third time, is there anyone who wishes to make any further representation?

There being no further speakers, I declare this Public Hearing closed.

(Call for a motion to Recess the meeting to 7:00 p.m., September 3, 2020)

TOWN OF COMOX BYLAW 1897

A BYLAW TO AMEND COMOX ZONING BYLAW 1850

WHEREAS Council has the authority under the provisions of the *Local Government Act* to amend the Zoning Bylaw;

NOW THEREFORE the Council of the Town of Comox, in open meeting assembled, enacts as follows:

(a) Title

This bylaw may be cited for all purposes as the “Comox Zoning Amendment Bylaw 1897”

2. Amendments

Comox Zoning Bylaw 1850 is hereby amended as follows:

A. Administration, Section 2.7(2) Penalties is amended by:

i. Deleting the following rows referencing CD13 zone:

Column 1	Column 2	Column 3
Offence	Bylaw Section	Fine Amount
Unlawful use – CD13 zone	813.1	\$250.00
Failure to comply with conditions – CD13 zone	813.2	\$250.00
Unlawful accessory building - CD13 zone	813.10	\$250.00

ii. Adding the following rows sequentially:

Column 1	Column 2	Column 3
Offence	Bylaw Section	Fine Amount
Unlawful use – CD27 zone	827.1	\$250.00
Failure to comply with conditions – CD27 zone	827.2	\$250.00
Unlawful accessory buildings – CD27 zone	827.10	\$250.00

- B. Interpretation, Section 3, is amended by adding alphabetically:
- i. Restaurant - Coffee Shop
A restaurant where occupancy load is limited to no more than 30 persons and food offered for sale is limited to beverages and baked goods; and
 - ii. Tailor Shop
A building or part thereof used for the manufacturing, fitting or repair of personal wardrobe articles and accessories.
- C. Establishment of Zones, Section 4.1 Classification of Zones, under the Commercial Zones heading is amended by:
- i. Deleting in its entirety the following text:
“CD13 Comprehensive Development 13: 2310 Guthrie Road”; and
 - ii. Adding the following text after “CD25 Comprehensive Development 25: 618 Anderton Road”:

CD27 Comprehensive Development 27: 2310 Guthrie Road.
- D. General Regulations, Section 5.3 Fences is amended by replacing subsection (2) with the following text:
- In the R4.1, CD23, CD25, CD26 and CD27 zone, no fence within a front or exterior side yard shall exceed 1.0 metre in height.
- E. General Regulations, Section 5.12 Projections is amended by adding as subsection (10) the following text:
- In the CD27 zone, awnings, balconies, bay windows, canopies, chimneys, cornices, decks, eaves, gutters, landings, leaders, ornamental features, pilasters, porches, sills, stairs, or sunshades, may project up to 2.0 metres into a required front or interior side setback, and up to 0.6 metres into a required rear setback.
- F. Parking, Section 6.11 Location and Siting is amended by:
- i. deleting subsection (8)(f) in its entirety; and
 - ii. adding as subsection (8)(j) the following text, and renumbering the subsections accordingly:

In the CD27 zone:
 - (i) parking and loading areas shall not be permitted within a front or exterior side yard; and
 - (ii) parking and loading areas shall not be permitted within 1.0 metre from a lot line.

- G. Schedule "A" is amended by:
- i. Deleting Section 813, CD13 Comprehensive Development 13: 2310 Guthrie Road in its entirety; and
 - ii. adding as Section 827, the CD27 Comprehensive Development 27: 2310 Guthrie Road, as shown on SCHEDULE "1", which is attached to and forms part of this Bylaw.
- H. Appendixes are amended by replacing Appendix "J", with the explanatory drawing shown in SCHEDULE "2", which is attached to and forms part of this Bylaw;
- I. Schedule "B" (the Zoning Map) is amended by rezoning **Lot 7 District Lot 170 Comox District Plan EPP24381**, shown shaded on SCHEDULE "3" which is attached to and forms part of this Bylaw, from CD13 Comprehensive Development 13: 2310 Guthrie Road to CD27 Comprehensive Development 27: 2310 Guthrie Road; and
- J. Comox Zoning Bylaw 1850 is further amended by making such consequential changes as are required to reflect the foregoing amendments, including without limitation changes in the numbering and order of the sections of the bylaw.

3. Adoption

- | | |
|-----------------------------------|--------------------------------------|
| (1) READ A FIRST time this | 15 th day of July, 2020 |
| (2) READ A SECOND time this | 15 th day of July, 2020 |
| (3) ADVERTISED A FIRST time this | 19 th day of August, 2020 |
| (4) ADVERTISED A SECOND time this | 26 th day of August, 2020 |
| (5) PUBLIC HEARING HELD this | th day of , 2020 |
| (6) READ A THIRD time this | th day of , 2020 |
| (7) ADOPTED this | th day of , 2020 |

Mayor

Corporate Officer

BYLAW 1897

SCHEDULE "1"

827. CD 27 COMPREHENSIVE DEVELOPMENT 27: 2310 Guthrie Road

For the purpose of Section 827, Areas A and B are shown in appendix "J".

827.1 Permitted Uses:

In the CD27 zone, the following uses are permitted and all other uses are prohibited:

- (1) Within Area A:
 - (a) Accessory structures and uses, excluding buildings and outside storage other than those used for solid waste collection, recycling collection or townhouse dwelling accessory uses
 - (b) Artist studios
 - (c) Art galleries
 - (d) Dental clinics
 - (e) Denturist labs
 - (f) Financial institutions
 - (g) Home occupations
 - (h) Locksmiths
 - (i) Medical clinics
 - (j) Offices
 - (k) Personal service establishments
 - (l) Pet grooming
 - (m) Restaurants - Coffee Shops
 - (n) Retail stores, which have a gross floor area not in excess of 120 square metres
 - (o) Small appliance repair shops, or establishments that repair or assemble electronic equipment, which:
 - (i) have a gross floor area not in excess of 120 square metres,
 - (ii) retail directly from the premises, and
 - (iii) have the retail area extending the full width of the premises and located adjacent to the primary pedestrian entrance.
 - (p) Tailor shops, which:
 - (i) have a gross floor area not in excess of 120 square metres,
 - (ii) retail directly from the premises, and
 - (iii) have the retail area extending not less than 50% of the width of the premises and located adjacent to the primary pedestrian entrance.
 - (r) Townhouse dwellings
- (2) Within Area B:
 - (a) Accessory structures and uses, excluding buildings and outside storage other than those used for solid waste collection, recycling collection or townhouse dwelling accessory uses
 - (b) Townhouse dwellings

827.2 Conditions of Use:

- (1) All permitted uses shall be located within a portion of a building completely enclosed by exterior walls, except for restaurants – coffee shops, landscape material, accessory structures and townhouse accessory uses;
- (2) Within Area A, townhouse dwellings shall only be permitted provided a minimum gross floor area of 200 m² of permitted uses other than townhouse dwellings and accessory uses thereto are also located on the parcel;
- (3) Within Area B, townhouse dwellings shall only be permitted provided a minimum gross floor area of 500 m² of permitted uses other than townhouse dwellings and accessory uses thereto are also located on the parcel;
- (4) Permitted uses other than townhouse dwellings can only be located on the ground floor along the full length of buildings fronting Guthrie Road, for a depth of a minimum 6.0 metres, as measured from the building wall fronting Guthrie Road; and
- (5) No solid waste collection or recycling collection shall be located within 6.0 metres of any lot line abutting a Residential zoned parcel.

827.3 Density:

Density shall not exceed 50 units per hectare.

827.4 Parcel Area:

Parcel area shall not be less than 5,000 square metres.

827.5 Parcel Frontage:

Parcel frontage shall not be less than 40.0 metres.

827.6 Parcel Depth:

n/a

827.7 Parcel Coverage:

n/a

827.8 Height and Storeys:

- (1) Height shall not exceed 11.5 metres.
- (2) Number of storeys shall not exceed three.

827.9 Required Setbacks:

- (1) Front
Front setback shall not be less than 2.5 metres;
- (2) Rear
Rear setback shall not be less than 3.0 metres;
- (3) Side – interior
 - (a) Interior side setback shall not be less than 6.0 metres where abutting Lots 1-6, District Lot 170 Comox District Plan EPP24381;
 - (b) In all other instances, interior side setback shall not be less than 3.0 metres;
- (4) Side - exterior
n/a;

827.10 Accessory Buildings:

Accessory buildings shall:

- (1) Not exceed 4.0 metres in height; and
- (2) Not exceed 40.0 m² in gross floor area.

827.11 Screening:

The following shall be screened in accordance with Section 8:

- (1) Above ground utility boxes and utility transformers; and
- (2) CD27 zoned parcels from abutting Residential or Multi-Family-Residential zoned parcels.

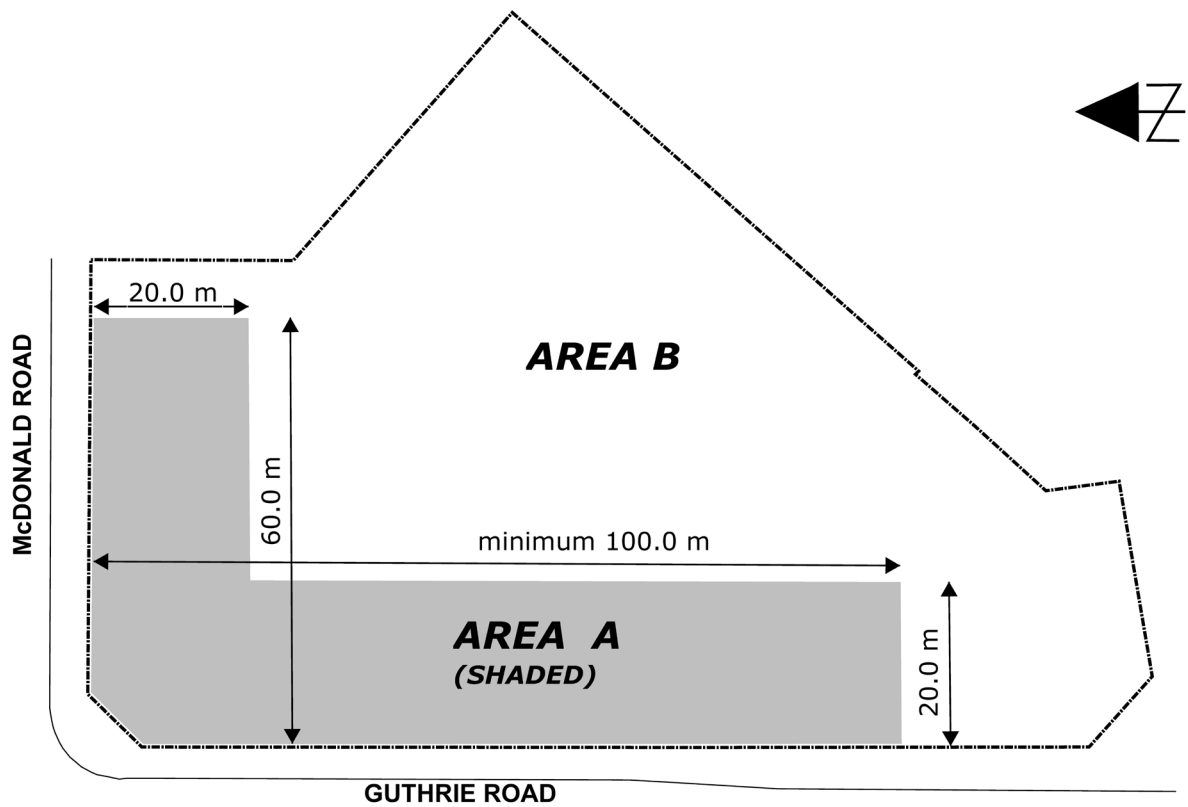
827.12 Off-Street Parking and Loading:

- (1) Off-street parking and loading shall be provided in accordance with Section 6;
- (2) Notwithstanding Section 827.12(1):
 - (i) the minimum required parking spaces for townhouse dwellings shall be 1.75 per townhouse unit;
 - (ii) the minimum required parking spaces for uses other than townhouse dwellings shall be 1 per 40m²;
 - (iii) parking spaces for persons with disabilities may be located at a distance greater than 10 metres of an accessible entrance of a commercial use; and

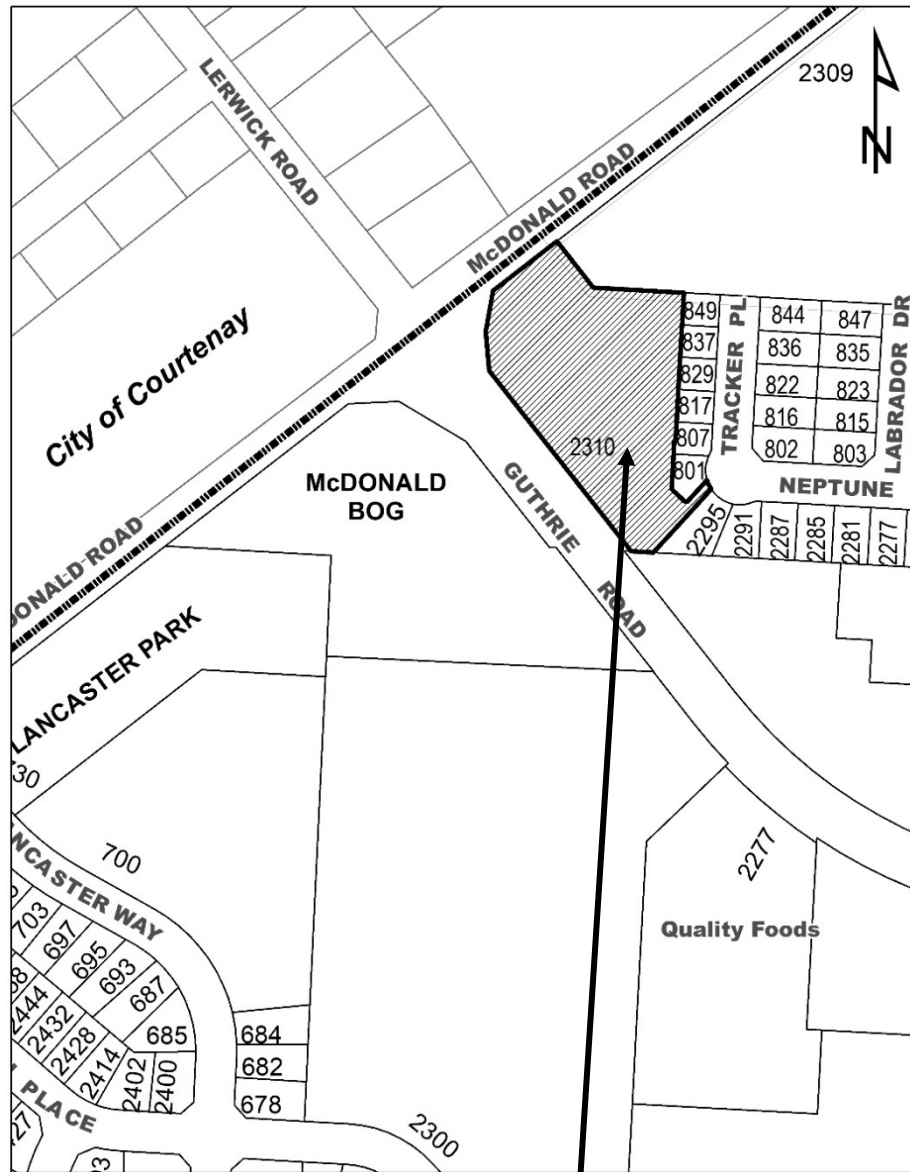
827.13 Other Requirements:

- (1) Overhead wiring shall not be permitted on a parcel. All new services on a parcel shall be placed underground;
- (2) No more than one access driveway shall be permitted on a parcel;
- (3) No vehicle access shall be permitted to Guthrie Road;
- (4) Unoccupied open spaces shall be fully and suitably landscaped with landscape material;
- (5) All buildings shall conform to Section 5.19, Watercourse Regulations.

BYLAW 1897
SCHEDULE "2"
APPENDIX "J"



BYLAW 1897
SCHEDULE “3”
SUBJECT PROPERTY



Subject Property

ADDRESS: 2310 Guthrie Road

PID: 029-724-121

LEGAL DESCRIPTION: LOT 7 DISTRICT LOT 170 COMOX DISTRICT PLAN EPP24381

TOWN OF COMOX

BYLAW 1898

A BYLAW TO ENTER INTO A PHASED DEVELOPMENT AGREEMENT

WHEREAS:

The Town may by bylaw enter into a phased development agreement pursuant to s. 516.1 of the *Local Government Act*;

NOW THEREFORE the Council of the Town of Comox, in open meeting assembled, having given notice and held a public hearing, enacts as follows:

1. Title

This bylaw may be cited for all purposes as the "Comox Phased Development Agreement Authorization Bylaw 1898: 2310 Guthrie Road".

2. Authorization

Council hereby authorizes the Town of Comox to enter into a phased development agreement under s. 516.1 of the *Local Government Act*, in the form attached as Schedule "A" to this bylaw.

The Mayor and the Corporate Officer may execute and deliver an agreement with 2310 Guthrie Development Corp. Inc. No. BC0920625, in the form attached as Schedule "A" to this bylaw.

3. Repeal of previous Phased Development Agreement Bylaw

Comox Phased Development Agreement No. 4: 2310 Guthrie Road, Authorization Bylaw, 2012 is hereby repealed.

4. Adoption

- | | | |
|-----|-------------------------------|--------------------------------------|
| (1) | READ A FIRST time this | 15 th day of July, 2020 |
| (2) | READ A SECOND time this | 15 th day of July, 2020 |
| (3) | ADVERTISED A FIRST time this | 19 th day of August, 2020 |
| (4) | ADVERTISED A SECOND time this | 26 th day of August, 2020 |
| (5) | PUBLIC HEARING HELD this | th day of , 2020 |
| (6) | READ A THIRD time this | th day of , 2020 |
| (7) | ADOPTED this | th day of , 2020 |

Mayor

Corporate Officer

BYLAW 1898
SCHEDULE "A"

PHASED DEVELOPMENT AGREEMENT: 2310 Guthrie Road

PHASED DEVELOPMENT AGREEMENT
(Section 516 of Local Government Act (British Columbia))

THIS AGREEMENT dated for reference _____, is

BETWEEN:

2310 Guthrie Development Corp., Inc. No. BC0920625
#1 – 7045 Field Street, Powell River, B.C. V8A 0A1

(the “**Developer**”)

AND:

TOWN OF COMOX,
1809 Beaufort Avenue, Comox B.C. V9M 1R9

(the “**Town**”)

BACKGROUND:

- A. The Developer is the registered owner in fee simple of the lands legally described as
PID: 029-724-121
LOT 7 DISTRICT LOT 170 COMOX DISTRICT PLAN EPP24381

(the “**Land**”).
- B. The Developer has applied to the Town for an amendment to Comox Zoning Bylaw 1850 (the “**Zoning Bylaw**”), as it applies to the Land, by way of Comox Zoning Amendment Bylaw 1897 (the “**Amendment Bylaw**” and, together with the Zoning Bylaw, the “**Amended Zoning Bylaw**”).
- C. Pursuant to Part 14, Division 12 of the *Local Government Act*, the Town may enter into a phased development agreement with an owner of lands to specify provisions of a zoning bylaw that will continue to apply to the owner’s lands if those provisions are amended or repealed during the term of the agreement, which agreement may also include terms and

conditions respecting, among other things, the provision of amenities, the phasing and timing of development and the registration of covenants under section 219 of the *Land Title Act*.

- D. The Developer and the Town now wish to terminate Comox Phased Development Agreement No. 4: 2310 Guthrie Road.
- E. The Developer and the Town now wish to enter into a phased development agreement on the terms and conditions of this Agreement.
- F. The Town has, following the holding of a public hearing, adopted a bylaw authorizing the Town to enter into this Agreement with the Developer.

TERMS OF PHASED DEVELOPMENT AGREEMENT:

In consideration of the mutual promises expressed in this Agreement, and for One (\$1.00) Dollar and other good and valuable consideration paid by the Town to the Developer and by the Developer to the Town, the receipt and sufficiency of which the Town and Developer each acknowledge, the Town and the Developer agree, pursuant to section 516 of the *Local Government Act*, as follows:

1. Definitions -

In this Agreement, in addition to the terms defined above and elsewhere in this Agreement:

- (a) **“Development”** means the mixed-use commercial-residential development on the Land, comprised of 42 townhouse dwellings and approximately 530 square metres of commercial space, as permitted by the Specified Zoning Provisions.
 - (b) **“Specified Zoning Provisions”** means all those provisions of the Amended Zoning Bylaw applicable to the Land (including the provisions of the Amendment Bylaw), as of the date of this Agreement.
- 2. **Term** – The term of this Agreement shall commence on the date of execution of this Agreement by the parties and expire on the date that is ten (10) years after the date of Town council adoption of the Amendment Bylaw (the **“Term”**).
 - 3. **Amenities** – Concurrently with the Developer’s execution of this Agreement and delivery of this Agreement to the Town for execution by the Town, the Developer shall satisfy the following requirements (the **“Amenity Requirement”**):

The Developer shall pay \$60,842 to the Town as a contribution to the Town's Affordable Housing Reserve Fund.

4. **Zoning Amendments** – Subject to section 516(6) of the *Local Government Act*, if during the Term the Specified Zoning Provisions are amended or repealed, those changes do not apply to the Development, unless the Developer agrees in writing that one or more changes should apply.
5. **Notice of Phased Development Agreement** – The Developer acknowledges and agrees that pursuant to sections 521 of the *Local Government Act*, the Town is required to file a notice with the registrar of titles indicating that the Land is subject to this Agreement and that in accordance with sections 503 and 521 of that Act, upon such filing, this Agreement is binding on all persons who acquire an interest in the Land.
6. **Developer Acknowledgement respecting Amenity Requirement** – The Developer acknowledges and agrees that:

The Amenity Requirement is also required by the Town as a condition of adoption of the Amendment Bylaw.
7. **Termination** – The Town may, upon notice to the Developer, terminate this Agreement if the Developer defaults in any of its obligations under this Agreement and does not correct such default following a default notice from the Town and within such time period as the Town may specify in such default notice.
8. **No Effect on Powers** – Except as a consequence of this Agreement pursuant to sections 516 and 520 of the *Local Government Act*, nothing in this Agreement shall:
 - (a) affect or limit the discretion, rights or powers of the Town or the Town's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (c) relieve the Developer from complying with any enactment, including in relation to the use, development or subdivision of the Land, except as expressly provided under this Agreement.
9. **Waiver** – No waiver by the Town of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other

requirement or breach or any continuing breach of this Agreement.

10. **Remedies** - No reference to or exercise of any specific right or remedy by the Town shall prejudice or preclude the Town from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the Town may from time to time exercise any one or more of such remedies independently or in combination.
11. **Modification** – This Agreement may not be modified except in accordance with section 519 of the *Local Government Act* and pursuant to an agreement in writing, signed by the Developer and the Town. The Developer and the Town further agree that, unless expressly listed section 519(3) of the *Local Government Act*, any such amendment to this Agreement will be a minor amendment which can be authorized by resolution of the Town’s council rather than by way of a bylaw.
12. **Termination** - The Town and the Developer may terminate this Agreement at any time by written agreement.
13. **Further Assurances** – The Developer shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
14. **Developer’ Expense** – The Developer shall perform its obligations under this Agreement at its own expense and without compensation from the Town.
15. **Interpretation** – In this Agreement:
 - (a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise.
 - (b) Article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.
 - (c) The term “enactment” has the meaning given under the *Interpretation Act* (British Columbia) on the reference date of this Agreement.
 - (d) Reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment.
 - (e) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided.

- (f) Reference to a numbered paragraph, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered paragraph or lettered schedule of this Agreement.
 - (g) All Schedules to this Agreement form an integral part of this Agreement.
 - (h) Time is of the essence.
 - (i) Where the word “including” is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word “including”.
16. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
17. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and permitted assigns.
18. **Assignment** –The Developer may, on written notice to the Town, assign this Agreement to that class of persons being any subsequent registered owner of all of the Land but only if the assignee first enters into an agreement with the Town, in a form determined by the Town, wherein the assignee agrees to be bound by, and to assume all of the Developer’s obligations under this Agreement.
19. **Entire Agreement** – This Agreement, the Schedules to this Agreement, and every agreement or instrument required to be executed or delivered by the Developer pursuant to this Agreement together are the entire agreement between the parties regarding its subject.
20. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the Town and the Developer have executed signed this Agreement below.

2310 Guthrie Development Corp., Inc. No. BC0920625

by its authorized signatory:

TOWN OF COMOX

by its authorized signatories:
