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ISSUE DATES	ISSUED FOR:
1. MAR 09/17	ZONING REVIEW
2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 04/18	AMENDMENT
5.	
6.	
7.	

REVISION SCHEDULE

NO	DATE	DESCRIPTION

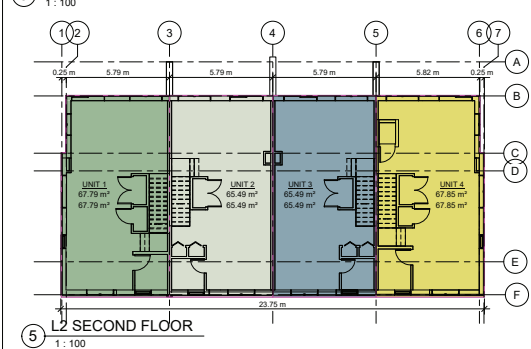
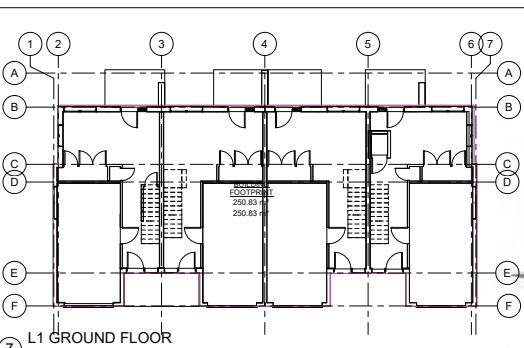
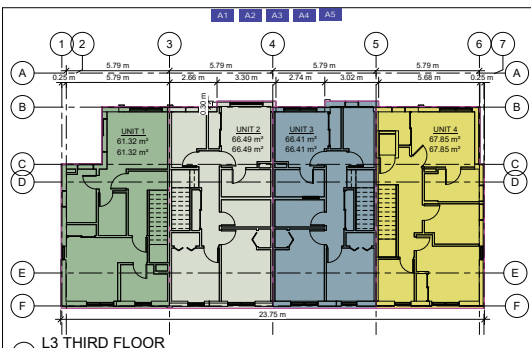
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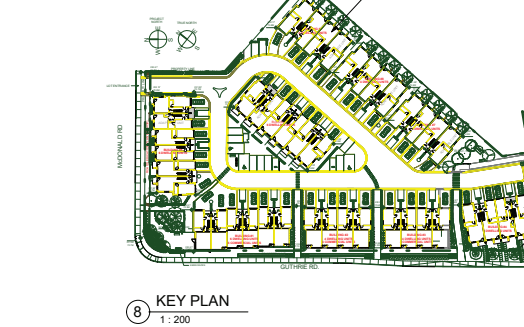
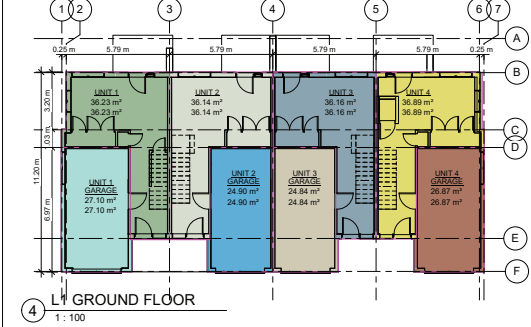
PROJECT:
BUILDINGS 4 & 9
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
AREA PLANS / RENDERING

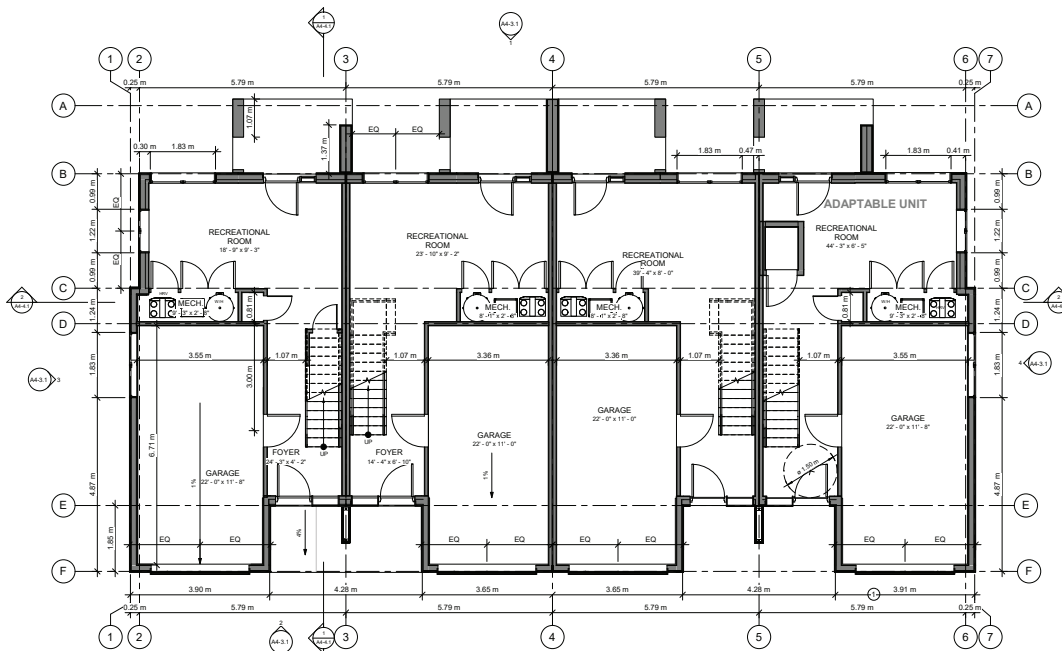
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 SCALE: NTS
 PROJECT NO. DRAWING NO.
17-01 A4-1.1



Area Schedule (Rentable)			
NAME	AREA	AREA SF	DEPARTMENT
UNIT 1	36.23 m ²	389.93 SF	DWELLING UNIT 1
UNIT 1	61.32 m ²	660.00 SF	DWELLING UNIT 1
UNIT 1	67.79 m ²	729.65 SF	DWELLING UNIT 1
UNIT 1 GARAGE	165.33 m ²	1779.57 SF	
UNIT 1 GARAGE	27.10 m ²	291.65 SF	DWELLING UNIT 1 GARAGE
UNIT 1 GARAGE	27.10 m ²	291.65 SF	DWELLING UNIT 1 GARAGE
UNIT 2	65.49 m ²	704.89 SF	DWELLING UNIT 2
UNIT 2	38.14 m ²	388.98 SF	DWELLING UNIT 2
UNIT 2	66.49 m ²	715.73 SF	DWELLING UNIT 2
UNIT 2	188.12 m ²	1999.61 SF	
UNIT 2 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 2 GARAGE
UNIT 2 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 2 GARAGE
UNIT 3	65.49 m ²	704.89 SF	DWELLING UNIT 3
UNIT 3	38.16 m ²	389.20 SF	DWELLING UNIT 3
UNIT 3	66.41 m ²	714.80 SF	DWELLING UNIT 3
UNIT 3	188.05 m ²	1998.95 SF	
UNIT 3 GARAGE	24.84 m ²	267.38 SF	DWELLING UNIT 3 GARAGE
UNIT 3 GARAGE	24.84 m ²	267.38 SF	DWELLING UNIT 3 GARAGE
UNIT 4	67.85 m ²	730.32 SF	DWELLING UNIT 4
UNIT 4	36.89 m ²	397.07 SF	DWELLING UNIT 4
UNIT 4	67.85 m ²	730.32 SF	DWELLING UNIT 4
UNIT 4	172.59 m ²	1857.72 SF	
UNIT 4 GARAGE	28.87 m ²	289.20 SF	DWELLING UNIT 4 GARAGE
UNIT 4 GARAGE	28.87 m ²	289.20 SF	DWELLING UNIT 4 GARAGE
Grand total	777.79 m ²	8372.06 SF	



A1 A2 A3 A4 A5



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4. DEC 04/18	AMENDMENT
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6.	
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8.	

REVISION SCHEDULE

NO	DATE	DESCRIPTION

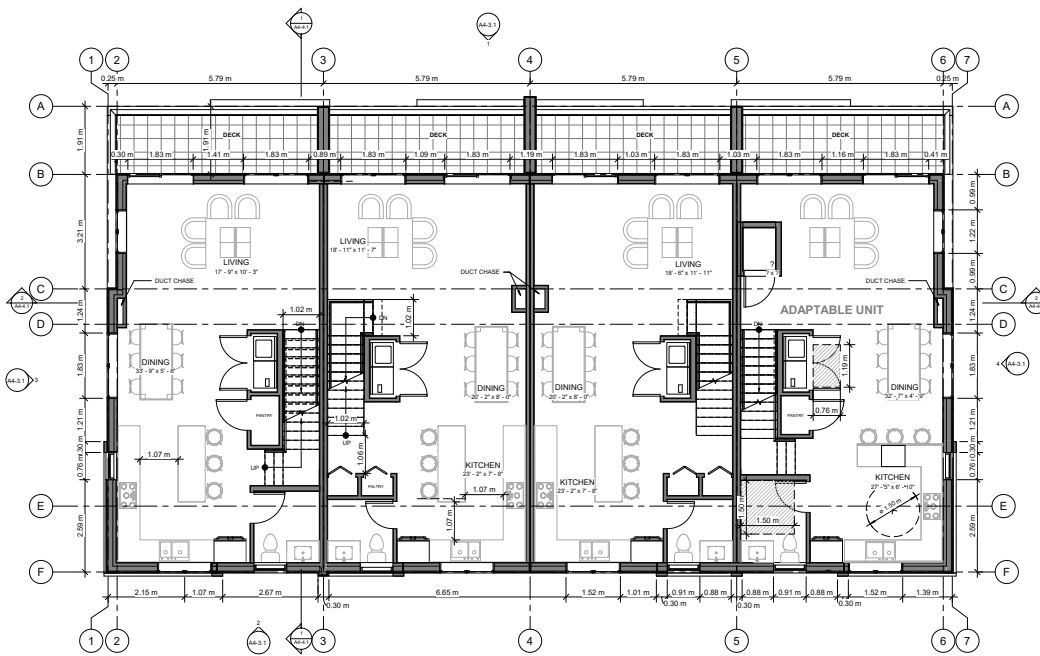
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PROJECT:
BUILDINGS 4 & 9
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
GROUND FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1:50
 PROJECT NO. DRAWING NO.
17-01 A4-2.1



1 L2 SECOND FLOOR
1:50

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ISSUE DATES	ISSUED FOR:
1. MAR 09/17	ZONING REVIEW
2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 04/18	AMENDMENT
5.	
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7.	
8.	

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

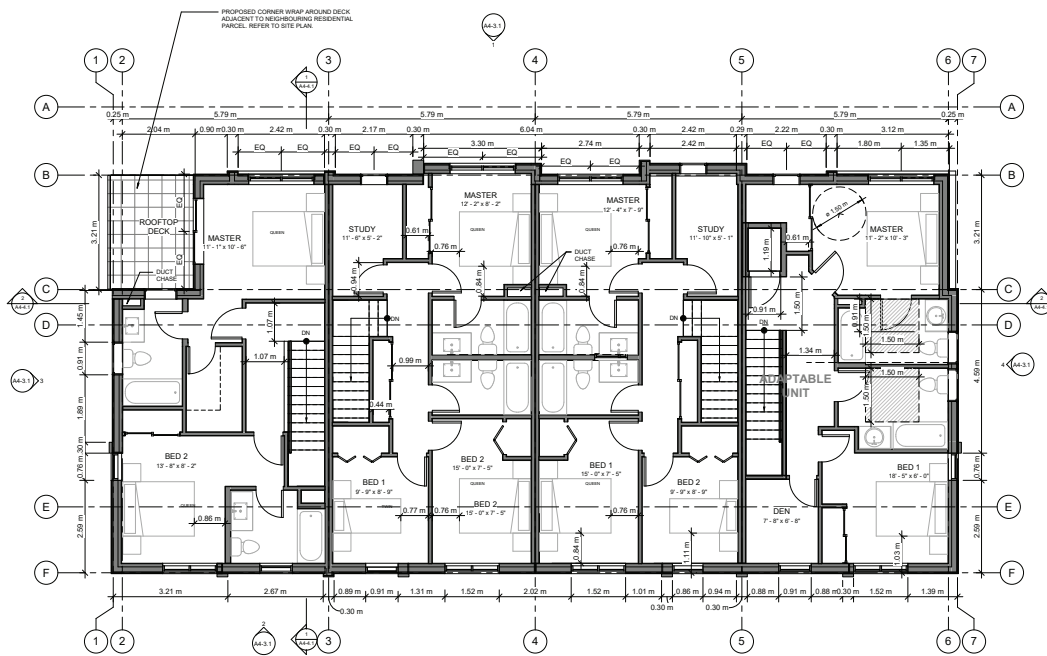
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PROJECT:
BUILDINGS 4 & 9
2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
SECOND FLOOR PLAN

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 1:50
PROJECT NO. DRAWING NO.:
17-01 A4-2.2



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3. SEP 10/18	AMENDMENT
4. DEC 04/18	AMENDMENT
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REVISION SCHEDULE	
NO	DESCRIPTION

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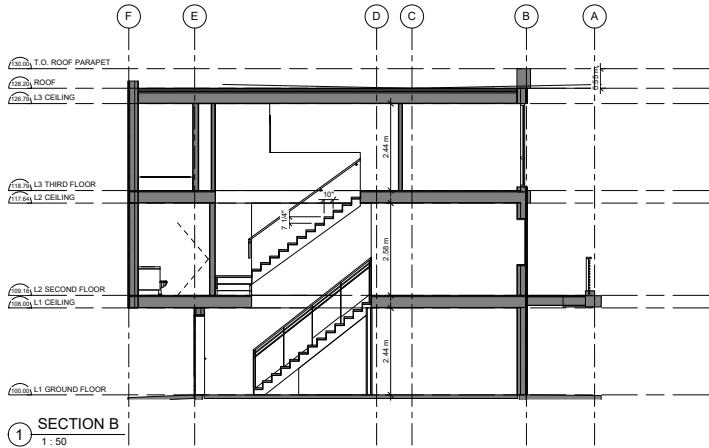
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PROJECT:
BUILDINGS 4 & 9
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
THIRD FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1:50
 PROJECT NO. DRAWING NO.
17-01 A4-2.3

A1 A2 A3 A4 A5



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ISSUE DATES	ISSUED FOR:
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PROJECT:
BUILDINGS 4 & 9
2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
BUILDING SECTIONS

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17-01 A4-4.1

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ISSUE DATES	ISSUED FOR:
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3. SEP 10/18	AMENDMENT
5. DEC 04/18	AMENDMENT
5. MAY 16/19	AMENDMENT
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REVISION SCHEDULE	
NO	DESCRIPTION

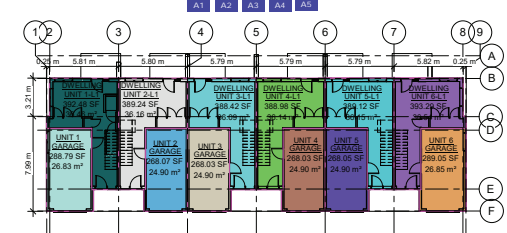
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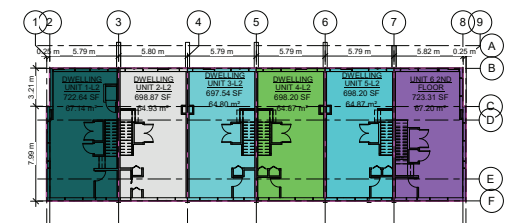
PROJECT:
BUILDINGS 5 & 6
 2310 GUTHRIE RD. COMOX BC

SHEET TITLE:
AREA PLANS / RENDERING

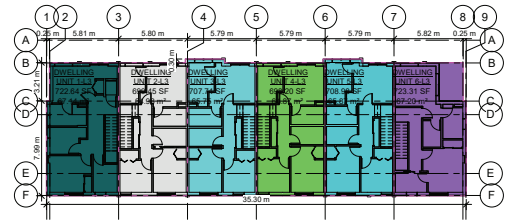
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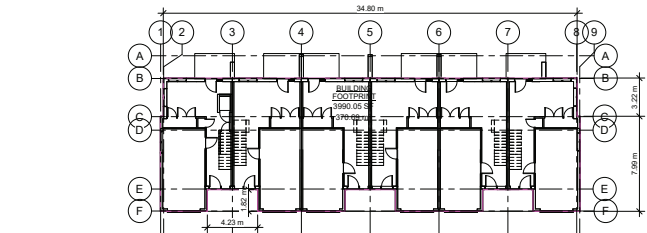
1 L1 GROUND FLOOR
1: 150



2 L2 SECOND FLOOR
1: 150



3 L3 THIRD FLOOR
1: 150



4 L1 GROUND FLOOR
1: 150

UNIT	AREA	AREA SF	DEPARTMENT
DWELLING UNIT 1-L1	67.14 m ²	722.64 SF	DWELLING UNIT 1
DWELLING UNIT 1-L2	67.14 m ²	722.64 SF	DWELLING UNIT 1
DWELLING UNIT 1-L3	67.14 m ²	722.64 SF	DWELLING UNIT 1
UNIT 1 GARAGE	170.75 m ²	1837.78 SF	DWELLING UNIT 1 GARAGE
DWELLING UNIT 2-L1	64.93 m ²	698.87 SF	DWELLING UNIT 2
DWELLING UNIT 2-L2	64.93 m ²	698.87 SF	DWELLING UNIT 2
DWELLING UNIT 2-L3	64.93 m ²	698.87 SF	DWELLING UNIT 2
UNIT 2 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 2 GARAGE
DWELLING UNIT 3-L1	65.16 m ²	699.45 SF	DWELLING UNIT 3
DWELLING UNIT 3-L2	65.16 m ²	699.45 SF	DWELLING UNIT 3
DWELLING UNIT 3-L3	65.16 m ²	699.45 SF	DWELLING UNIT 3
UNIT 3 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 3 GARAGE
DWELLING UNIT 4-L1	64.87 m ²	698.20 SF	DWELLING UNIT 4
DWELLING UNIT 4-L2	64.87 m ²	698.20 SF	DWELLING UNIT 4
DWELLING UNIT 4-L3	64.87 m ²	698.20 SF	DWELLING UNIT 4
UNIT 4 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 4 GARAGE
DWELLING UNIT 5-L1	64.87 m ²	698.20 SF	DWELLING UNIT 5
DWELLING UNIT 5-L2	64.87 m ²	698.20 SF	DWELLING UNIT 5
DWELLING UNIT 5-L3	64.87 m ²	698.20 SF	DWELLING UNIT 5
UNIT 5 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 5 GARAGE
UNIT 6 2ND FLOOR	67.20 m ²	723.31 SF	DWELLING UNIT 6
DWELLING UNIT 6-L1	67.20 m ²	723.31 SF	DWELLING UNIT 6
DWELLING UNIT 6-L2	67.20 m ²	723.31 SF	DWELLING UNIT 6
UNIT 6 GARAGE	26.85 m ²	288.05 SF	DWELLING UNIT 6 GARAGE
Grand total	1160.42 m ²	12490.84 SF	



5 KEY PLAN
1: 200

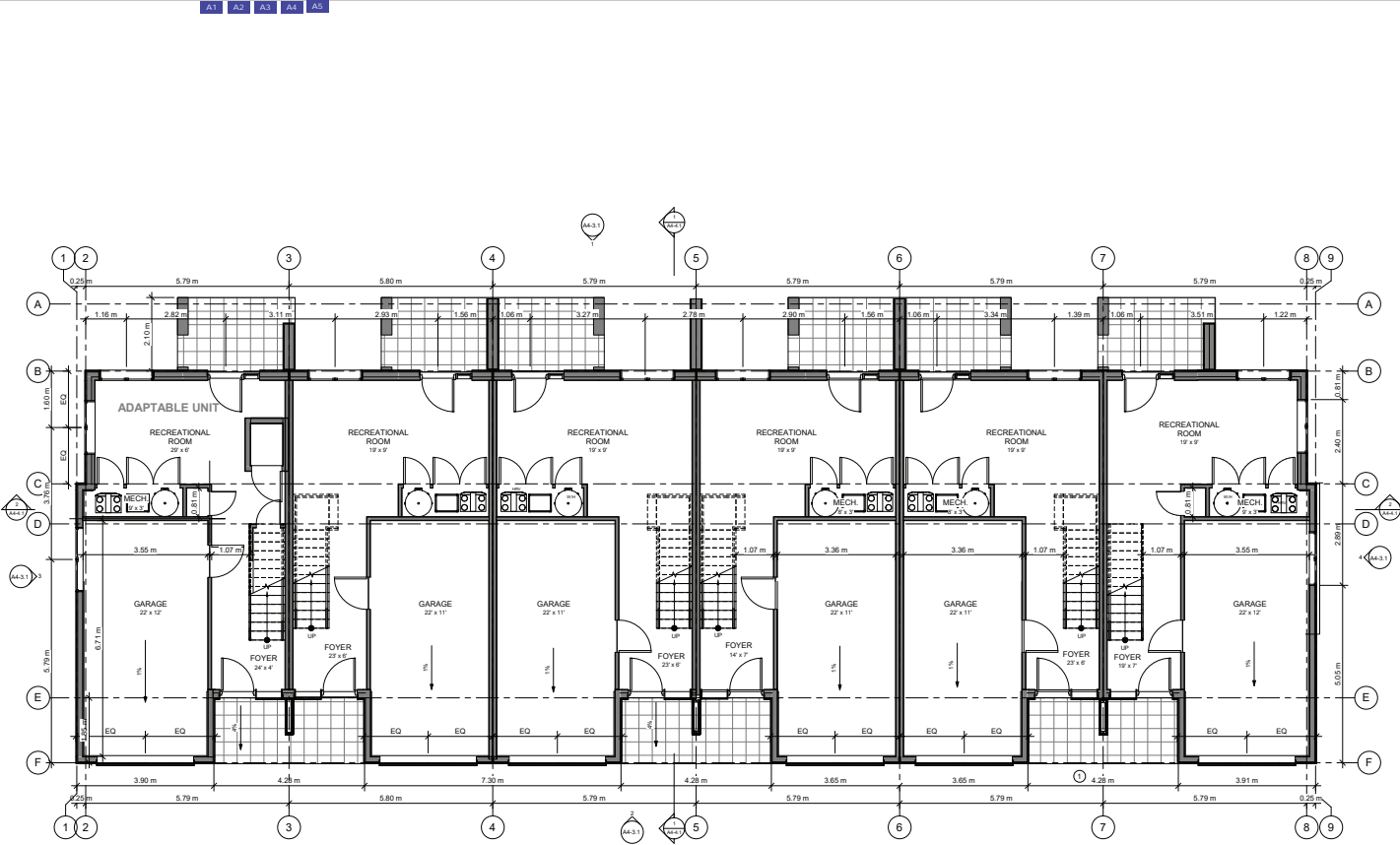


7 REAR LEFT



6 FRONT LEFT

A1 A2 A3 A4 A5



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4. DEC 04/18	AMENDMENT
5. MAY 16/19	AMENDMENT
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NO	DATE	DESCRIPTION

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PROJECT:
BUILDINGS 5 & 6
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
GROUND FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1 : 50
 PROJECT NO. DRAWING NO.
17-01 A4-2.1

A1 A2 A3 A4 A5

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

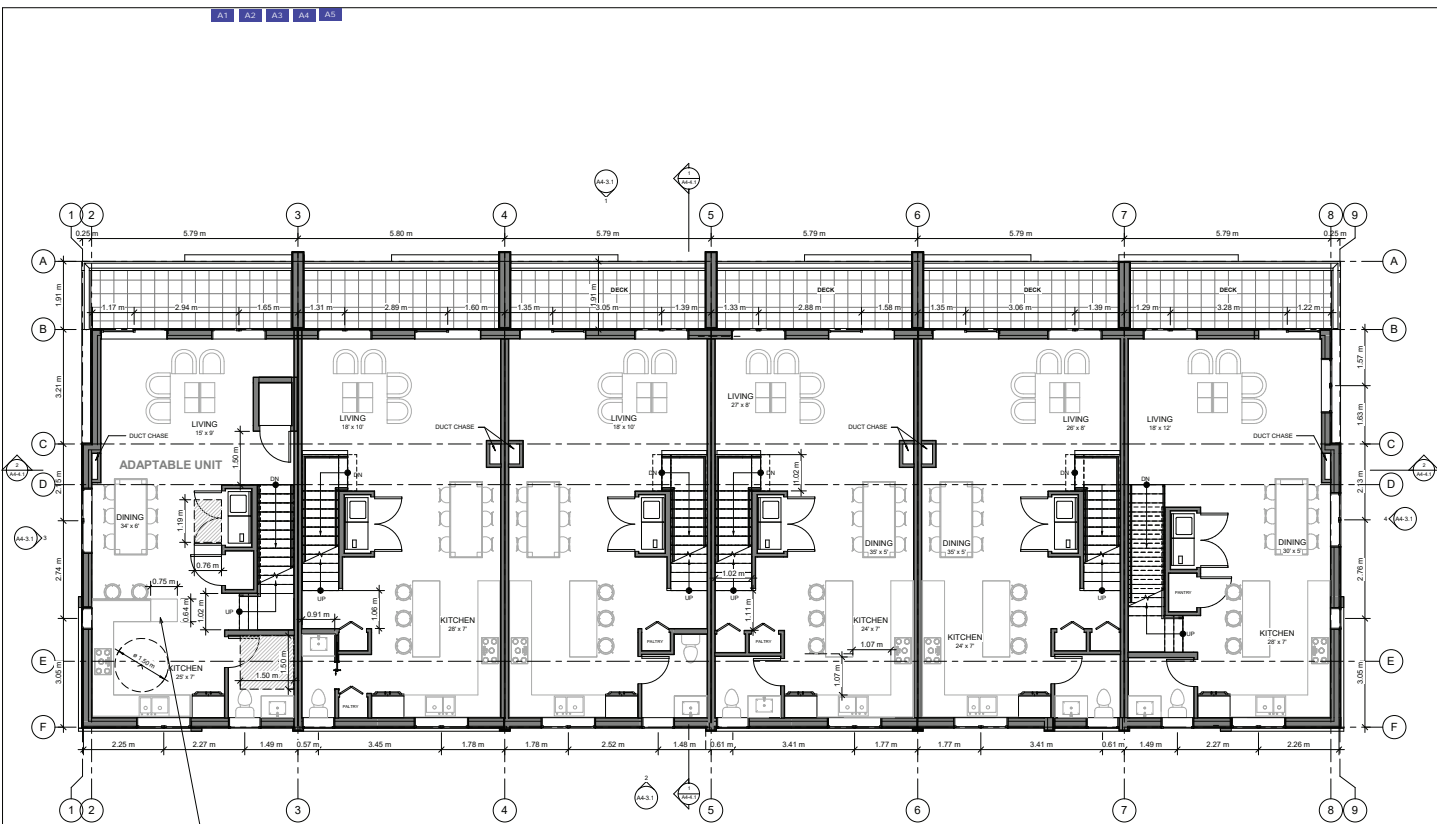
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PROJECT:
BUILDINGS 5 & 6
2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
SECOND FLOOR PLAN

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 1:50
PROJECT NO. DRAWING NO.
17-01 A4-2.2



Base Cabinets (Kitchen and Bathrooms)
(a) The base cabinets under a kitchen or bathroom sink shall be removable;
(b) At least one section of the kitchen counter shall have a work surface that is:
(i) Not less than 0.75 metres wide and 0.6 metres deep; and
(ii) Adjustable in height from 0.71 metres to 0.96 metres.

1 L2 SECOND FLOOR
1:50

A1 A2 A3 A4 A5

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NO.	DESCRIPTION

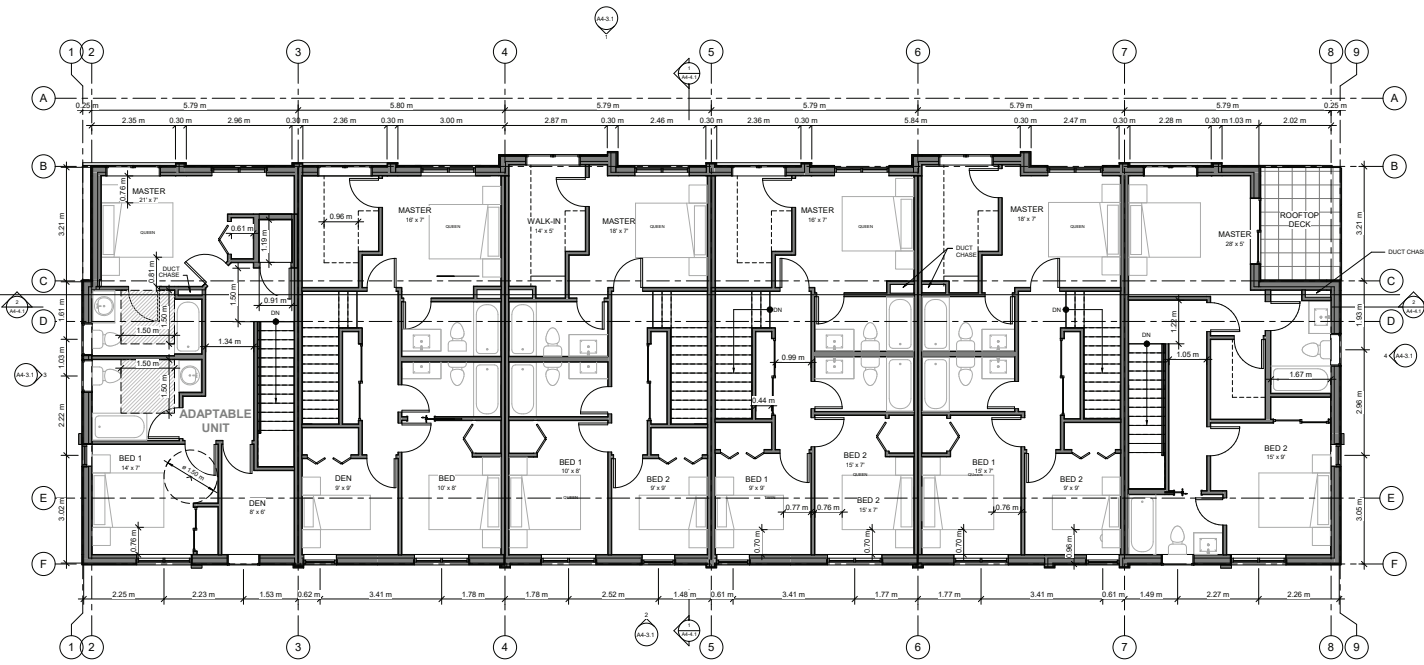
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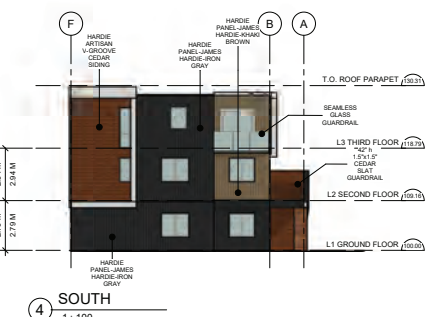
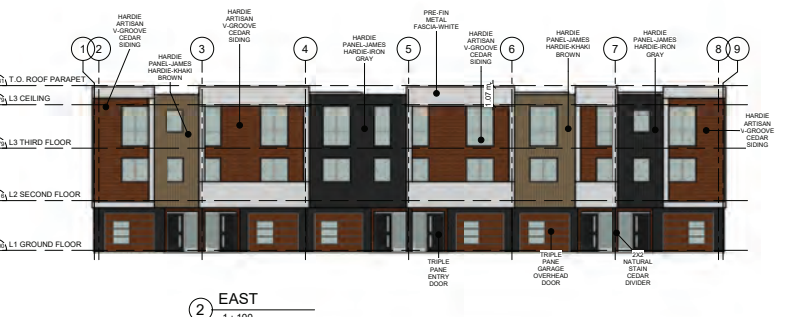
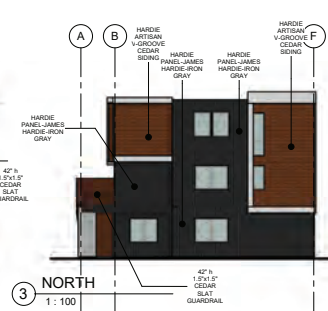
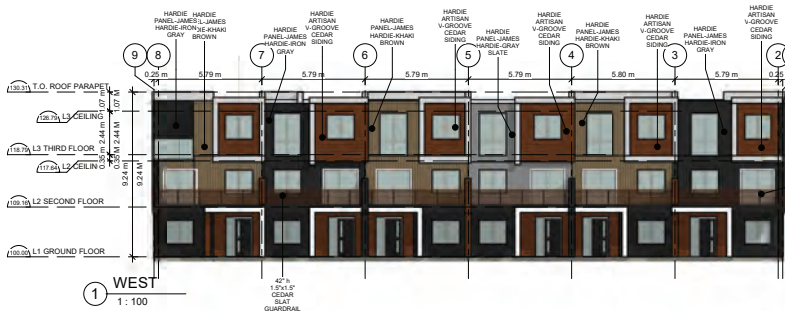
PROJECT:
BUILDINGS 5 & 6
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
THIRD FLOOR PLAN

CHECKED BY:	ATA
DRAWN BY:	KMM
START DATE:	Jan. 30, 2017
SCALE:	1:50
PROJECT NO.:	17-01
DRAWING NO.:	A4-2.3



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REVISION SCHEDULE	
NO.	DESCRIPTION

SEAL:

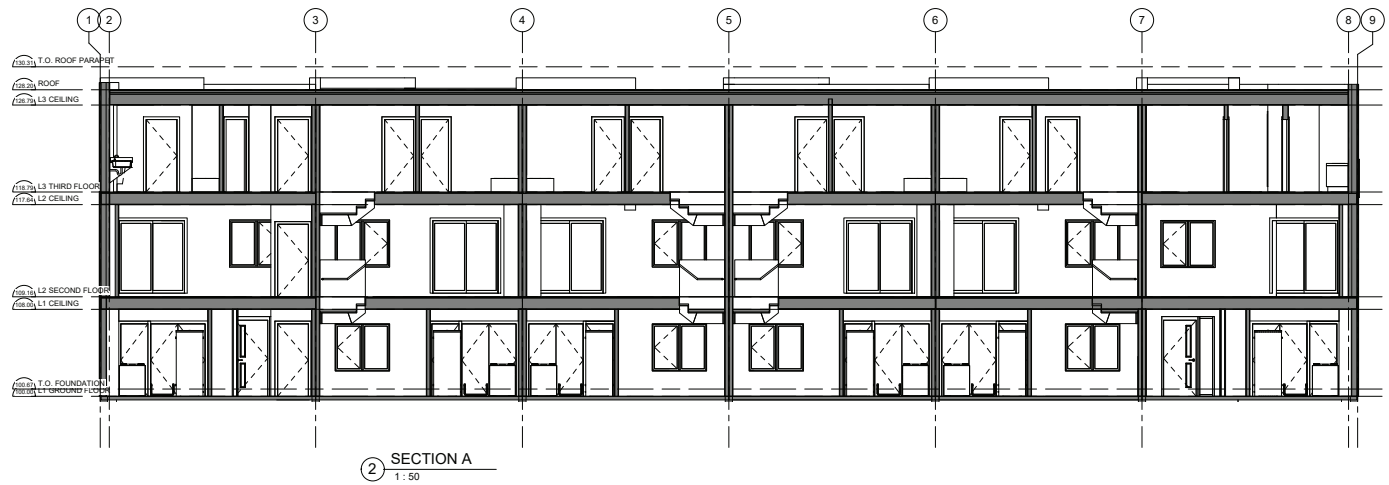
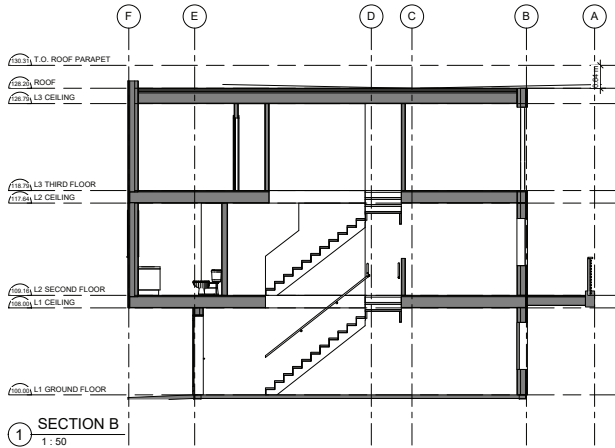
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ALL DIMENSIONS, UNLESS OTHERWISE SPECIFIED, ARE TO FACE UNLESS OTHERWISE NOTED.
ALL DIMENSIONS, UNLESS OTHERWISE SPECIFIED, ARE TO FACE UNLESS OTHERWISE NOTED.

PROJECT:
BUILDINGS 5 & 6
2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
**ELEVATIONS
E/W**

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 3/16"=1'-0"
PROJECT NO. **17-01** DRAWING NO. **A4-3.1**

A1 A2 A3 A4 A5



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ISSUE DATES	ISSUED FOR:
1. MAR 09/17	ZONING REVIEW
2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 04/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
7.	
8.	

REVISION SCHEDULE

NO	DATE	DESCRIPTION

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PROJECT:
BUILDINGS 5 & 6
2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
BUILDING SECTIONS

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 1:50
PROJECT NO. DRAWING NO.
17-01 A4-4.1

CONTRACT AGREEMENT AND PARTS OF THE PROVISIONAL AND SUPPLEMENTAL AGREEMENT TO THE CONTRACT AGREEMENT ARE INCORPORATED BY REFERENCE INTO THESE PLANS. ANY AMENDMENTS TO THE CONTRACT AGREEMENT SHALL BE MADE BY A WRITTEN INSTRUMENT SIGNED BY THE PARTIES TO THE CONTRACT.

ISSUE DATES	ISSUED FOR:
1. MAR 09/17	ZONING REVIEW
2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 03/18	AMENDMENT
5. MAY 16/19	AMENDMENT
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REVISION SCHEDULE

NO	DATE	DESCRIPTION

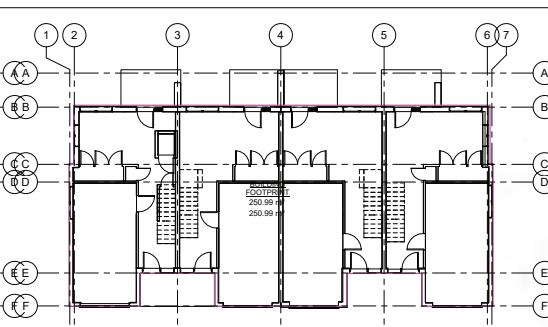
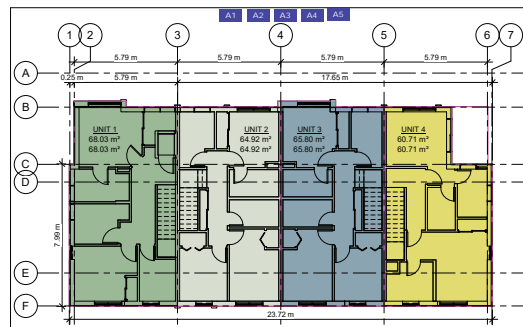
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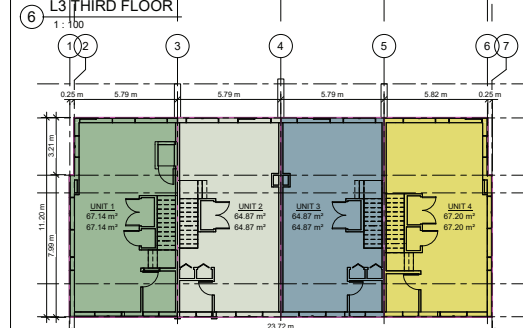
PROJECT:
BUILDING 7
 2310 GUTHRIE RD. COMOX BC

SHEET TITLE:
AREA PLANS / RENDERING

CHECKED BY: ATA
 DRAWN BY: Author
 START DATE: Jan. 30, 2017
 SCALE: NTS
 PROJECT NO. DRAWING NO.
17-01 A4-1.1



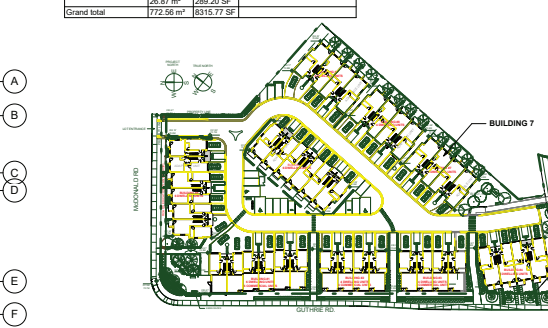
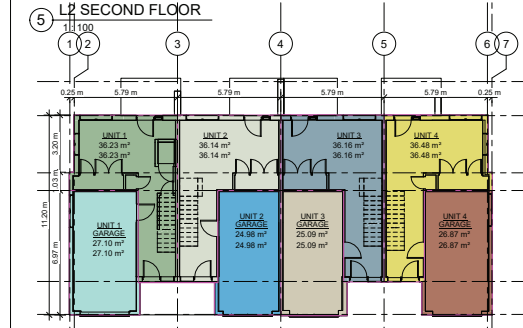
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Area Schedule (Rentable)			
NAME	AREA	AREA SF	DEPARTMENT
UNIT 1	36.23 m²	389.93 SF	DWELLING UNIT 1
UNIT 1	68.03 m²	732.30 SF	DWELLING UNIT 1
UNIT 1	67.14 m²	722.68 SF	DWELLING UNIT 1
UNIT 1 GARAGE	27.10 m²	291.65 SF	DWELLING UNIT 1 GARAGE
UNIT 2	64.87 m²	698.20 SF	DWELLING UNIT 2
UNIT 2	38.14 m²	388.98 SF	DWELLING UNIT 2
UNIT 2	64.82 m²	698.78 SF	DWELLING UNIT 2
UNIT 2	195.52 m²	1785.97 SF	
UNIT 2 GARAGE	24.98 m²	268.89 SF	DWELLING UNIT 2 GARAGE
UNIT 3	24.98 m²	268.89 SF	
UNIT 3	36.16 m²	388.20 SF	DWELLING UNIT 3
UNIT 3	65.80 m²	708.27 SF	DWELLING UNIT 3
UNIT 3 GARAGE	25.09 m²	270.05 SF	DWELLING UNIT 3 GARAGE
UNIT 4	27.23 m²	293.31 SF	DWELLING UNIT 4
UNIT 4	36.48 m²	392.68 SF	DWELLING UNIT 4
UNIT 4	60.71 m²	653.47 SF	DWELLING UNIT 4
UNIT 4 GARAGE	26.87 m²	288.20 SF	DWELLING UNIT 4 GARAGE
Grand total	172.56 m²	18315.77 SF	



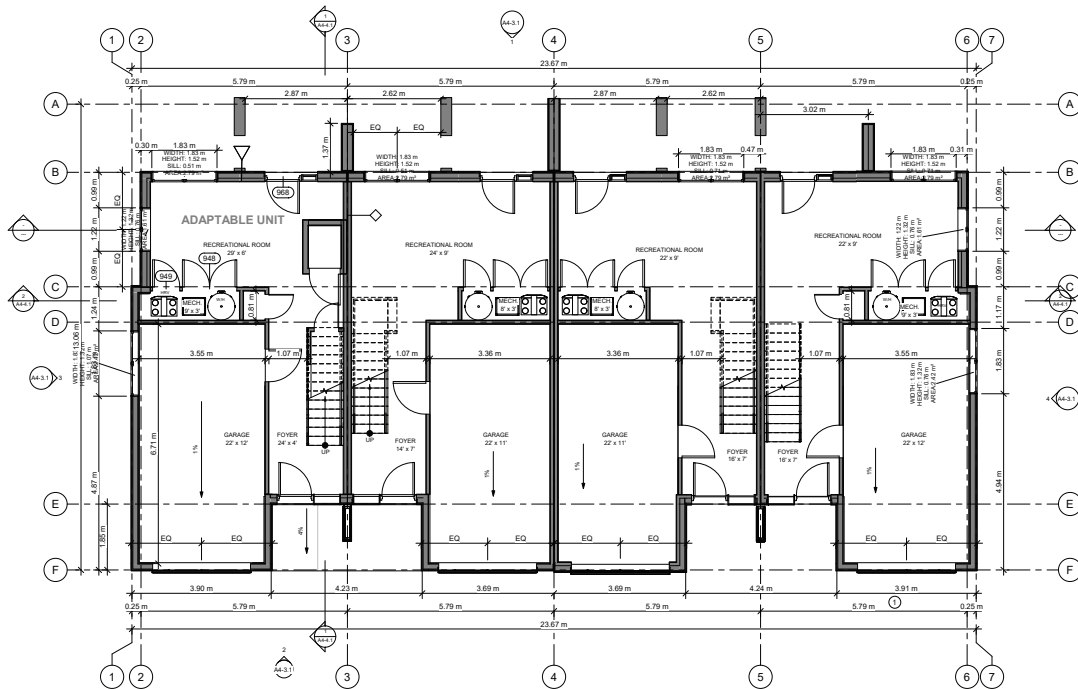
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REGULAR COUNCIL MEETING JULY 15, 2020

A1 A2 A3 A4 A5



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3. SEP 10/18	AMENDMENT
4. DEC 03/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
7.	
8.	

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

SEAL:

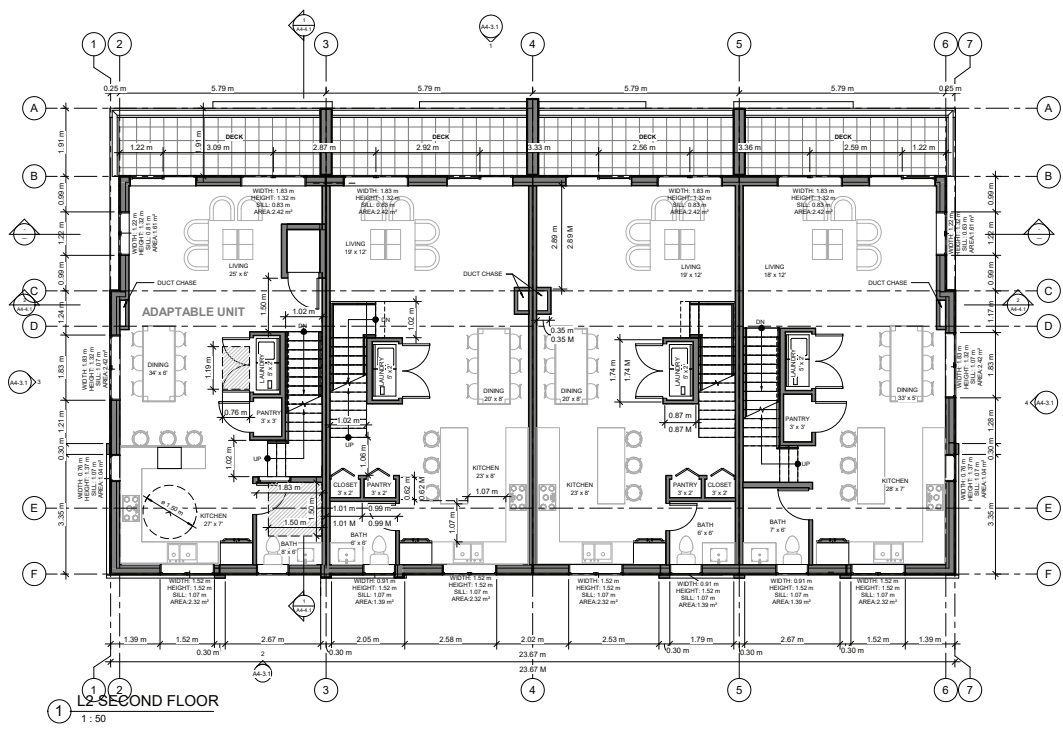
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PROJECT:
BUILDING 7
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
GROUND FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1:50
 PROJECT NO. DRAWING NO.
17-01 A4-2.1

A1 A2 A3 A4 A5



1 2 SECOND FLOOR
1:50

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2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 03/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
7.	
8.	

REVISION SCHEDULE	
NO	DESCRIPTION

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PROJECT:
BUILDING 7
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
SECOND FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1:50
 PROJECT NO. DRAWING NO.
17-01 A4-2.2

A1 A2 A3 A4 A5

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ISSUE DATES	ISSUED FOR:
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3. SEP 10/18	AMENDMENT
4. DEC 03/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
7.	
8.	

REVISION SCHEDULE

NO	DATE	DESCRIPTION

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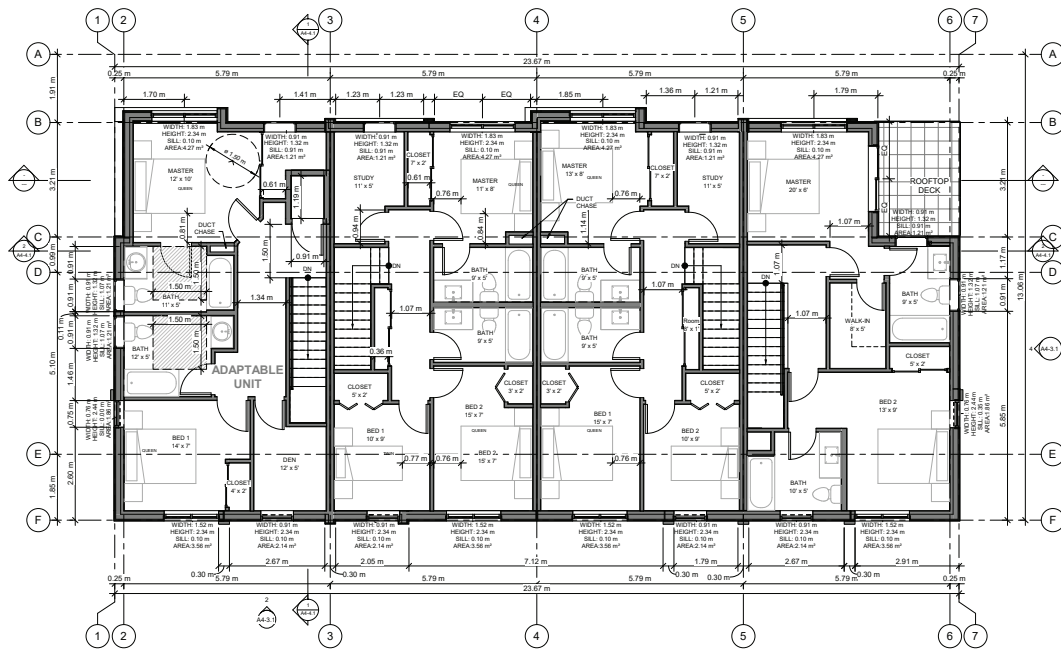
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PROJECT:
BUILDING 7
2310 GUTHRIE RD. COMOX BC

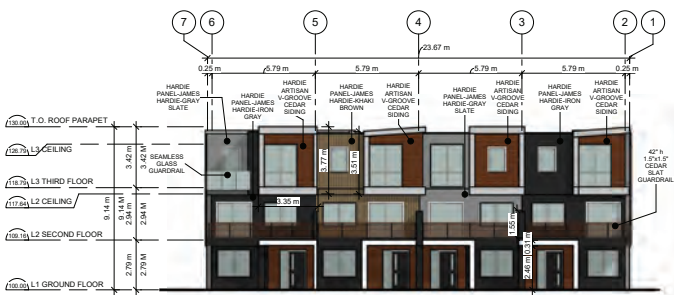
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THIRD FLOOR PLAN

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 1:50
PROJECT NO. DRAWING NO.
17-01 A4-2.3

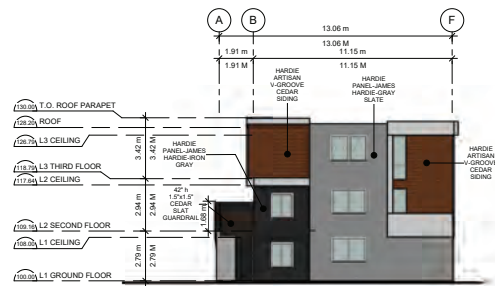
PAGE 191



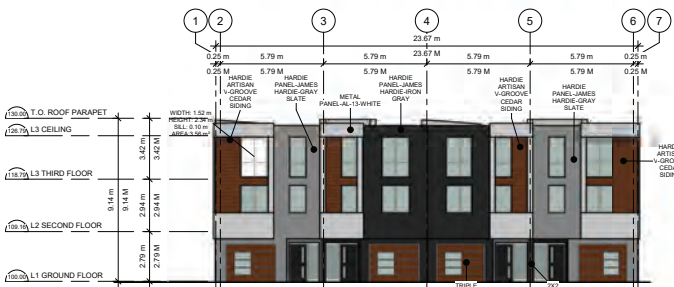
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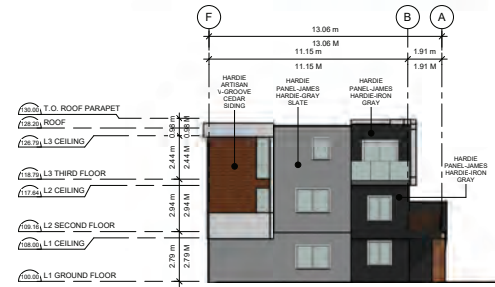
1 WEST
1: 100



3 NORTH
1: 100



2 EAST
1: 100



4 SOUTH
1: 100

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CLIENT: ARTHUR BURNETT, ALL PARTS OF THE BURNETT AREA
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APPROVALS FROM THE VICTORIA LOCAL GOVERNMENT AND
THE BURNETT AREA DEVELOPMENT AUTHORITY. THE CLIENT HAS
OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE
BURNETT AREA DEVELOPMENT AUTHORITY.

ISSUE DATES	ISSUED FOR:
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2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 03/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
7.	
8.	

REVISION SCHEDULE

NO	DATE	DESCRIPTION

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PROJECT:
BUILDING 7
2310 GUTHRIE RD. COMOX BC

SHEET TITLE:
**ELEVATIONS
EW**

CHECKED BY: ATA
DRAWN BY: KMM
START DATE: Jan. 30, 2017
SCALE: 3/16"=1'-0"
PROJECT NO. DRAWING NO.
17-01 A4-3.1

A1 A2 A3 A4 A5

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2. JUN 25/18	DEVELOPMENT PERMIT
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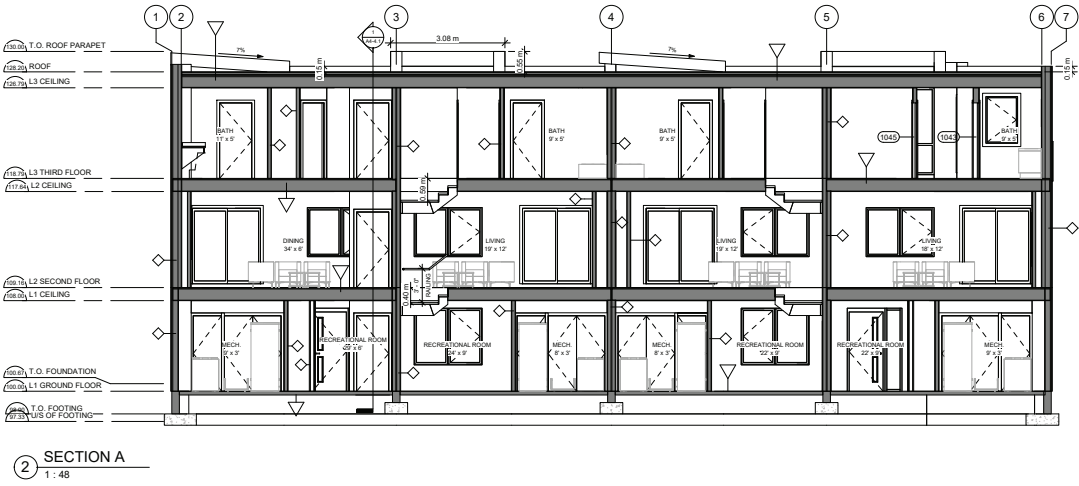
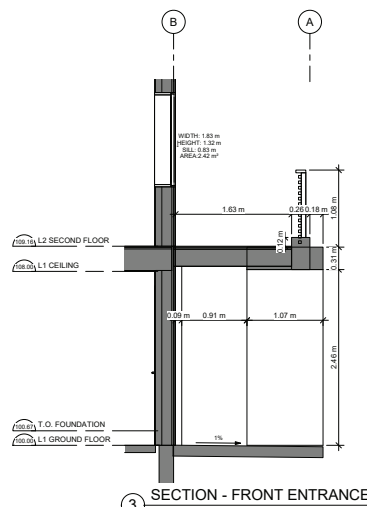
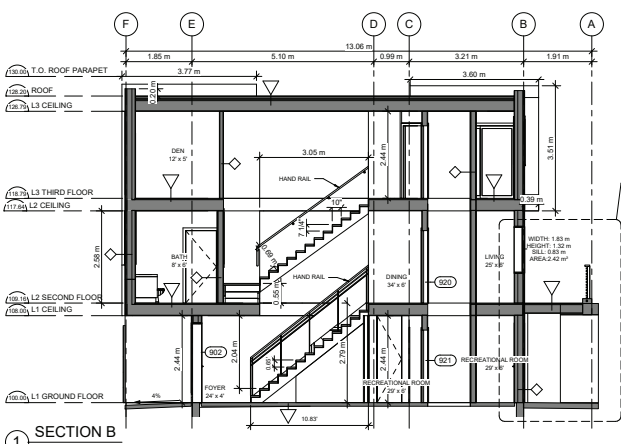
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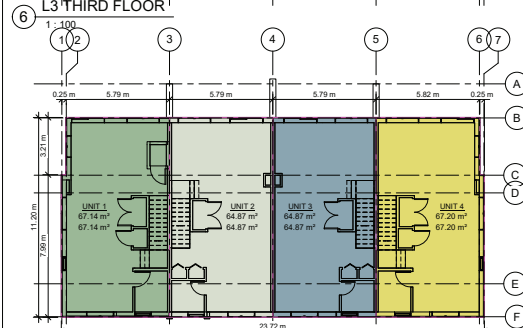
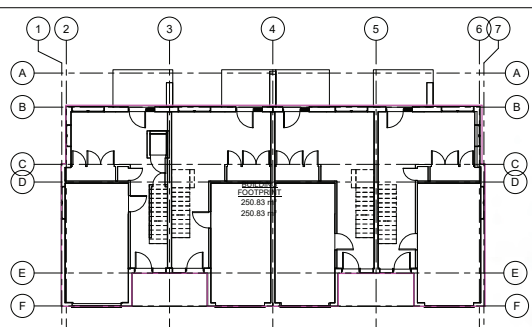
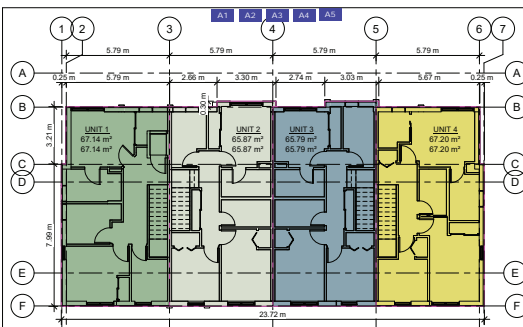
PROJECT:
BUILDING 7
 2310 GUTHRIE RD. COMOX BC

SHEET TITLE:
BUILDING SECTIONS

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: As indicated
 PROJECT NO. DRAWING NO.
17-01 A4-4.1

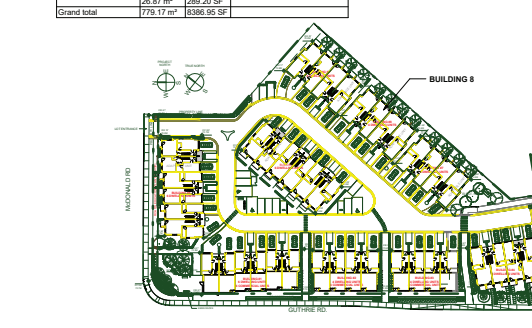
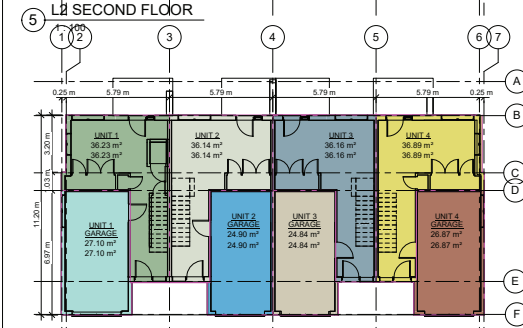
PAGE 193





Area Schedule (Rentable)

NAME	AREA	AREA SF	DEPARTMENT
UNIT 1	36.23 m ²	389.93 SF	DWELLING UNIT 1
UNIT 1	67.14 m ²	722.64 SF	DWELLING UNIT 1
UNIT 1	67.14 m ²	722.64 SF	DWELLING UNIT 1
UNIT 1 GARAGE	170.50 m ²	1835.21 SF	
UNIT 1 GARAGE	27.10 m ²	291.65 SF	DWELLING UNIT 1 GARAGE
UNIT 2	64.87 m ²	698.20 SF	DWELLING UNIT 2
UNIT 2	38.14 m ²	388.96 SF	DWELLING UNIT 2
UNIT 2	65.87 m ²	709.05 SF	DWELLING UNIT 2
UNIT 2 GARAGE	186.98 m ²	1796.24 SF	
UNIT 2 GARAGE	24.90 m ²	268.03 SF	DWELLING UNIT 2 GARAGE
UNIT 3	24.90 m ²	268.03 SF	DWELLING UNIT 3
UNIT 3	64.87 m ²	698.20 SF	DWELLING UNIT 3
UNIT 3	38.16 m ²	389.20 SF	DWELLING UNIT 3
UNIT 3	65.78 m ²	708.14 SF	DWELLING UNIT 3
UNIT 3 GARAGE	166.81 m ²	1785.55 SF	
UNIT 3 GARAGE	24.84 m ²	267.38 SF	DWELLING UNIT 3 GARAGE
UNIT 4	24.84 m ²	267.38 SF	DWELLING UNIT 4
UNIT 4	67.20 m ²	723.31 SF	DWELLING UNIT 4
UNIT 4	36.89 m ²	397.07 SF	DWELLING UNIT 4
UNIT 4	67.20 m ²	723.31 SF	DWELLING UNIT 4
UNIT 4 GARAGE	173.28 m ²	1843.09 SF	
UNIT 4 GARAGE	28.87 m ²	289.20 SF	DWELLING UNIT 4 GARAGE
UNIT 4 GARAGE	28.87 m ²	289.20 SF	DWELLING UNIT 4 GARAGE
Grand total	775.17 m ²	8386.95 SF	



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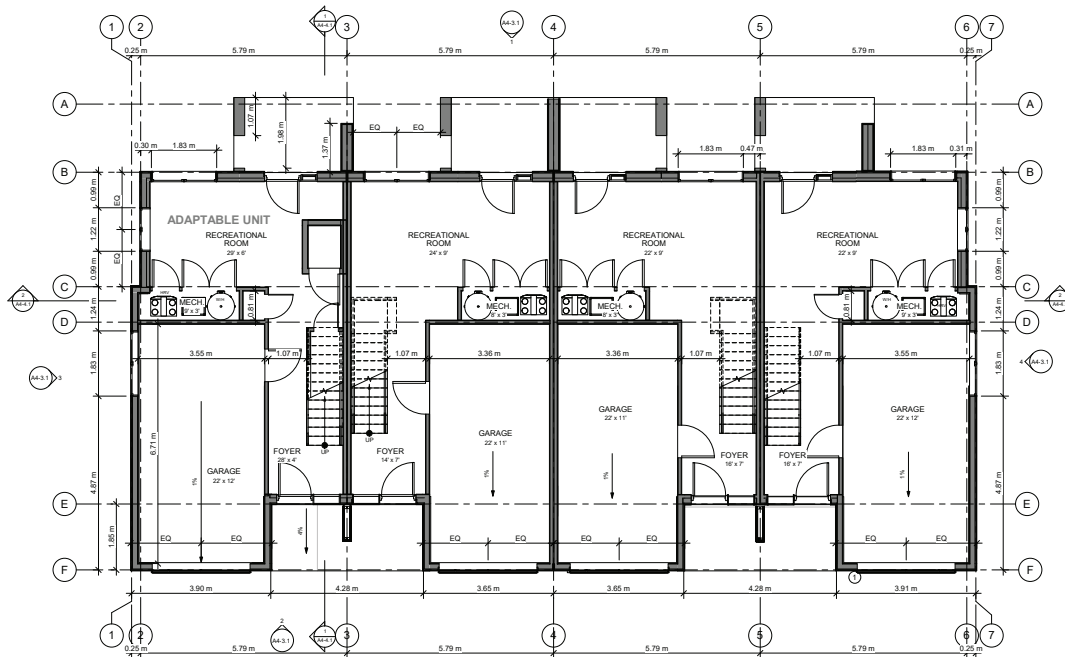


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ISSUE DATES	ISSUED FOR
1. MAR 09/17	ZONING REVIEW
2. JUN 25/18	DEVELOPMENT PERMIT
3. SEP 10/18	AMENDMENT
4. DEC 04/18	AMENDMENT
5. MAY 16/19	AMENDMENT
6.	
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REVISION SCHEDULE	
NO	DESCRIPTION

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PROJECT:
BUILDING 8
 2310 GUTHRIE RD. COMOX, BC

SHEET TITLE:
GROUND FLOOR PLAN

CHECKED BY: ATA
 DRAWN BY: KMM
 START DATE: Jan. 30, 2017
 SCALE: 1 : 50
 PROJECT NO. DRAWING NO.
17-01 A4-2.1

**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 _____th day of , 2020
- (2) READ A SECOND time this _____th day of , 2020
- (3) ADVERTISED A FIRST time this _____th day of , 2020
- (4) ADVERTISED A SECOND time this _____st day of , 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.

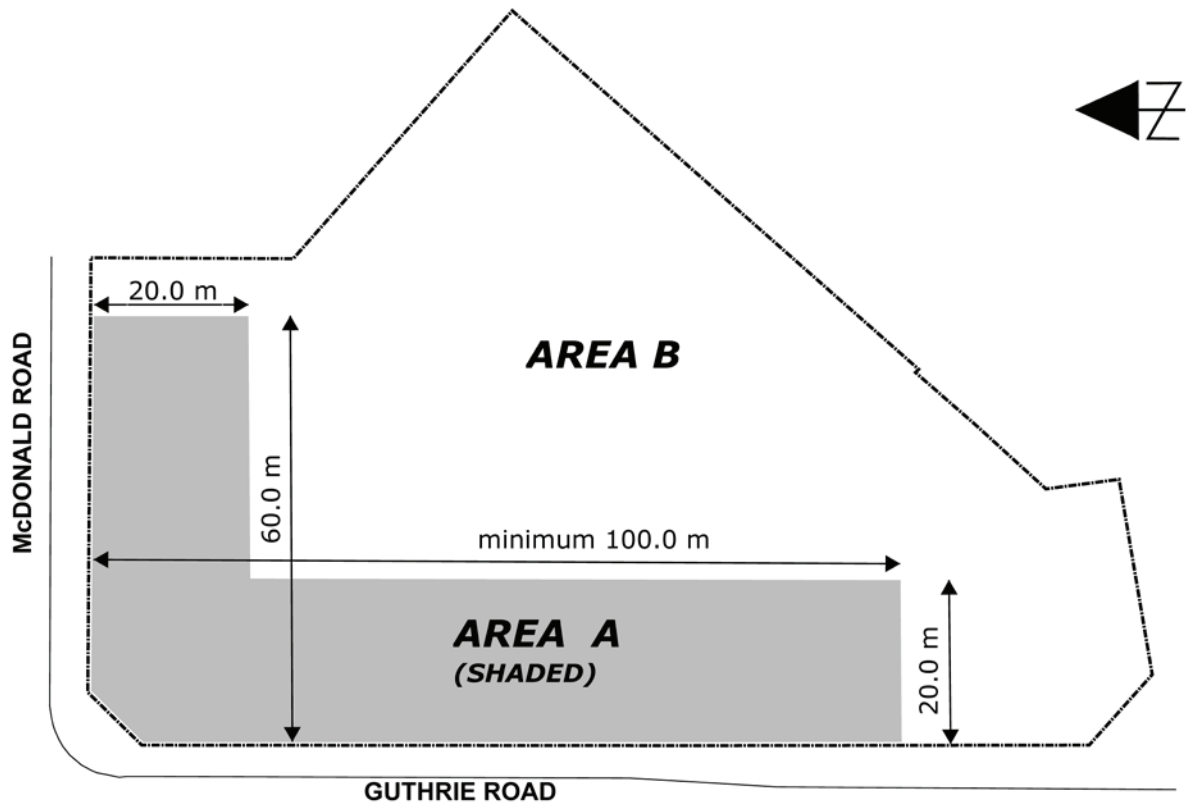
827.12 Off-Street Parking and Loading:

- (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

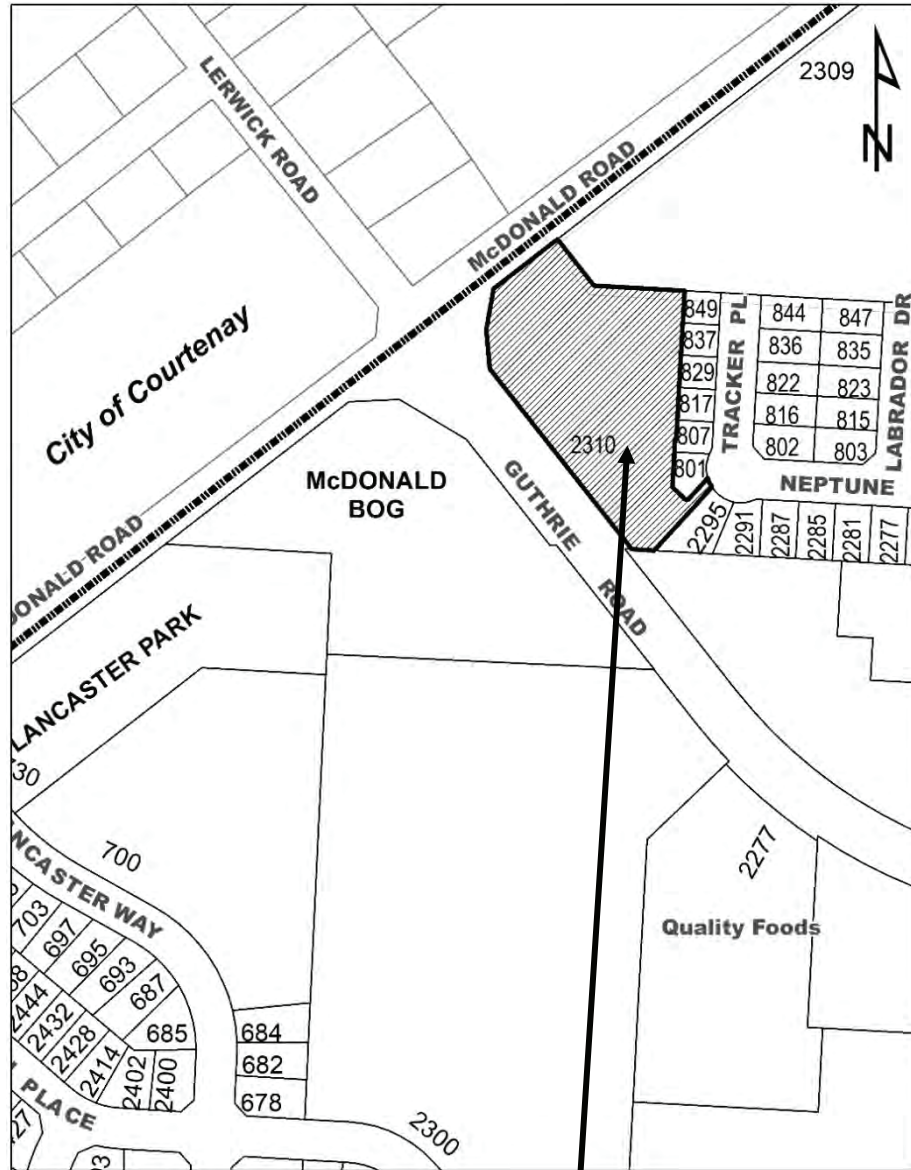
827.13 Other Requirements:

- (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

ATTACHMENT 6**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 _____th day of , 2020
- (2) READ A SECOND time this _____th day of , 2020
- (3) ADVERTISED A FIRST time this _____th day of , 2020
- (4) ADVERTISED A SECOND time this _____th day of , 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 is 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:

ATTACHMENT 7**COVENANTS PROPOSED TO BE DISCHARGED
SUMMARY**

CA2781106, restricts noise generating, commercial roof top mechanical equipment, requires provision of certain landscaping and screening, provision of a pedestrian trail within a Statutory Right of Way (SRW), no parking of oversized vehicles on single-family portion of the lands (on the west side of Tracker Place, zoned CD14 and subdivided into 6 lots), design guidelines for buildings fronting Guthrie and McDonald Roads and acknowledges fill placement on the land. With the exception of the prohibition of the parking of oversized vehicles on the CD14 zoned properties, these provisions are either specific to the previously proposed commercial development, have been completed, or in the case of fill, will be addressed at time of building permit. **Schedule 1**, Outstanding Items, includes discharge of this covenant from the subject property: i.e. the covenant would remain on the single family lands, so as to maintain the restrictions on oversized vehicle parking.

CA2781107 is a Phased Development Agreement strengthening covenant, specific to previous development proposal. It provides language allowing the covenant discharge by mutual agreement of the parties.¹

Statutory Right of Way CA4861634 provides for public pedestrian access through the subject property from Tracker Place to Guthrie Road. Accompanying covenant CA4861635 ensures the future maintenance of this public pedestrian access by the property owner. The alignment of this pedestrian access through the subject property was specific to the previously proposed commercial development; it's location is in conflict with the currently proposed site layout. The current proposal is for a road dedication for pedestrian access, along the south-east lot line of the subject property.

¹ Previously adopted Phased Development Agreement Authorization Bylaw 1720 is proposed to be rescinded and Phased Development Agreement terminated, as part of processing the current development application.

FORM_C_V18 (Charge)

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT Sep-20-2012 16:24:07.001
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

CA2781106

1340057504 PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Christina Lynn Reed 714PDT
Digitally signed by Christina Lynn Reed 714PDT
DN: cn=Christina Lynn Reed 714PDT, o=Lawyer, ou=Verify ID at www.juricent.com/LKUP.cfm?id=714PDT
Date: 2012.09.20 16:06:09 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor

YOUNG ANDERSON

1616 - 808 Nelson Street

Vancouver

BC V6Z 2H2

Phone: (604) 689-7400

File: 54-252

Document Fees: \$72.50

Deduct LTSA Fees? Yes [X]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-485-986

LOT A DISTRICT LOT 170 COMOX DISTRICT PLAN VIP84899

STC? YES []

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

s.219 (Development)

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

(a) [] Filed Standard Charge Terms D.F. No.

(b) [X] Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

2310 GUTHRIE DEVELOPMENT CORP., INC. NO. BC0920625

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

TOWN OF COMOX

A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT

1809 BEAUFORT AVENUE

Incorporation No

COMOX

BRITISH COLUMBIA

N/A

V9M 1R9

CANADA

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)

Robert D. Villani

Barrister & Solicitor

#103 - 7020 Duncan Street

Powell River, BC V8A 1V9

(as to both signatures)

Execution Date

Table with 3 columns: Y, M, D. Values: 12, 06, 20

Transferor(s) Signature(s)

2310 GUTHRIE DEVELOPMENT CORP. by its authorized signatories:

Dan Agius

Jim Agius

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. 1996, c.124, 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.

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 18th day of ^{19th September} June, 2012 is

BETWEEN:

2310 GUTHRIE DEVELOPMENT CORP.
Inc. No. BC0920625
#1 – 7045 Field Street
Powell River, BC V8A 0A1

(the "Grantor")

AND:

TOWN OF COMOX
1809 Beaufort Avenue
Comox, BC V9M 1R9

(the "Town")

GIVEN THAT:

- A. The Grantor is the registered owner in fee simple of those parcels of land in Comox, British Columbia which are legally described as:

Parcel Identifier: 027-485-986
Lot A District Lot 170 Comox District Plan VIP84899

(the "Lands");
- B. The Grantor is the registered owner in fee simple of those lands and premises in the Town of Comox, British Columbia which are legally described in Item 2 of the Form C attached hereto (collectively, the "Lands");
- C. The Grantor has requested that Council of the Municipality rezone the Lands to the Comprehensive Development Thirteen (CD-13) Zone and Comprehensive Development Fourteen (CD-14) Zone, and the Grantor has granted the Municipality this covenant in order to induce Council to rezone the Lands;
- D. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;

E. The Grantor wishes to grant and the Municipality wishes to accept these covenants over the Lands restricting the use and subdivision of the Lands in the manner herein provided;

THIS AGREEMENT is evidence that in consideration of payment of \$2.00 by the Town to the Grantor and other and valuable consideration, the receipt of which is acknowledged by the Grantor, the Grantor covenants and agrees with the Town in accordance with Section 219 of the *Land Title Act* as follows:

- 1. **Covenants Regarding Use and Development** – The Grantor covenants and agrees not to construct or occupy any building or structure on the Lands, except in accordance with the following conditions:
 - (a) **Chain link fence**– before applying for an occupancy permit in respect of any building on the Lands, the Grantor, at the Grantor's sole cost, shall construct a 1.22 m high black powder-coated chain link fence and hedge for screening purposes along the Southwest and Southeast boundaries of proposed Lot 1, as shown on the sketch plan attached hereto as Schedule "A", to the satisfaction of the Municipal Planner;
 - (b) **Landscape Agreement** – before applying for a building permit in respect of any building on the Lands, the Grantor will enter into an agreement with the Town for access to adjacent municipal highway areas for landscaping adjacent to the development on the Lands, as required by Development Permit DP-09-10;
 - (c) **Trail SRW** - before applying for an occupancy permit in respect of any building on the Lands, the Grantor shall grant the Municipality a Statutory Right of Way over the proposed commercial parcel subdivided the Lands, on the terms attached hereto as Schedule "B";
 - (d) **Mechanical noise** - before applying for an occupancy permit in respect of any commercial building on the Lands, the Grantor will grant the Municipality a section 219 covenant on Municipality's standard terms requiring that the rooftop mechanical units on proposed commercial buildings "C" and "D", as shown on the sketch plan attached hereto as Schedule "A", will be designed and maintained to limit noise from these units to 45 dBA or less, as measured:
 - (i) at the property line of the Lands wherever it abuts a residential use, including the property at 2295 Neptune Way which has a legal description of Lot 39 District Lot 170 Comox District Plan VIP81716, and
 - (ii) at any vertical level of height between ground-level and appointed 10 m above ground level;

- (e) **No Oversize Vehicles** – the Grantor may not park, nor permit any person to park, any oversize vehicles (being vehicles that exceed 5.5 metres in length including trailers or 2.1 metres in height), recreational vehicles, or boats on any part of proposed Lots 1 through 6 as shown on the sketch plan attached hereto as Schedule “A”;
- (f) **Façades abutting Guthrie and McDonald Roads**—no commercial buildings fronting Guthrie Road or McDonald Road may
 - (i) be designed or used in a manner that shows blank walls, continuously locked doors, or highly reflective glass windows facing McDonald Road or Guthrie Road;
 - (ii) use window areas that face Guthrie Road or McDonald Road for signage purposes.

The Grantor will ensure that all commercial leases of the relevant commercial buildings contain these requirements. The parties agree that this section is reasonable having regard to the fact that the Municipality granted the commercial zoning for the Lands on the understanding that the McDonald Road and Guthrie Road frontages would be pedestrian-oriented and visually interesting commercial areas; and

- (g) **Fill** - the Grantor acknowledges that fill may be present on the Lands.
2. **Specific Relief** – Because of the public interest in ensuring that all of the matters described in this Agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this Agreement.
 3. **Inspection** – The Municipality may, by its officers, employees, contractors and agents, enter upon the Lands and all buildings thereon at all reasonable times for the purpose of ascertaining compliance with this agreement.
 4. **Costs** – The Grantor shall comply with all requirements of this Agreement at its own cost and expense.
 5. **No Liability in Tort** – The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any

kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

6. **Permissive Rights Only** – The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, except that nothing in this Section 6 shall affect the contractual rights and obligations of the parties hereto under this Agreement.
7. **Bylaw to the Contrary** – This Agreement shall restrict use of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Municipality.
8. **No Public Law Duty** – Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Grantor agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
9. **Powers Preserved** – This Agreement does not
 - (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands;
 - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
 - (c) relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the Municipality,

and the Grantor covenants and agrees to comply with all such enactments with respect to the Lands.
10. **Runs with the Lands** – Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of

interior parcel boundaries) and shall be extended, at the Grantor's cost, to burden and charge any land consolidated with the Lands.

11. **Priority** – The Grantor will, at the Grantor's expense, do or cause to be done all acts reasonably necessary to register this agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this agreement against the title to the Lands.
12. **Legal Advice** – The Grantor represents and warrants to the Municipality that it has voluntarily entered into this Agreement, with full understanding of its effects, and after receipt of legal advice.
13. **Joint and Several** – If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) should be the owner of the Lands, both or all are jointly and severally responsible for obligations of the Grantor under this Agreement.
14. **Indemnity** – The Grantor agrees to release and indemnify and save harmless the Municipality and its officers, employees and agents from and against:
 - (a) all losses, damages, costs, actions, suits, debts, expenses and harm of any kind whatsoever and by whomsoever brought by reason of any breach of this Agreement by the Grantor; and
 - (b) all losses, damages, costs, actions, suits, debts, expenses and harm of any kind whatsoever and by whomsoever brought by reason of any act or omission carried out by or not carried out by the Municipality, its elected officials, officers, employees or agents in the exercise or purported exercise of any of the rights or compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the use of the Lands or construction of any buildings or structures thereon by this Agreement or its registration in the Victoria Land Title Office.
15. **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
16. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
17. **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

18. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
19. **Time** – Time is of the essence of this Agreement.
20. **Notice** - Any notice to be given pursuant to this agreement must be in writing and delivered personally or sent by registered mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this agreement and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it will be considered given 5 days after mailing. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this agreement must do so by delivery as provided in this section. A party may change its address for the purposes of this section by giving notice in accordance with this section.
21. **Interpretation** – In this Agreement section headings have been inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
22. **Municipality's Representative** - Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the Municipal Planner or his or her delegate authorized as such in writing.
23. **Execution** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have 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 "B"

TERMS OF INSTRUMENT – PART 2
STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference the 18th day of June, 2012 is

BETWEEN:

2310 GUTHRIE DEVELOPMENT CORP.
Inc. No. BC0920625
#1 – 7045 Field Street
Powell River, BC V8A 0A1

(the "Grantor")

AND:

TOWN OF COMOX
1809 Beaufort Avenue
Comox, BC V9M 1R9

(the "Town")

GIVEN THAT:

- A. The Grantor is the registered owner in fee simple of that parcel of land in Comox, British Columbia which is legally described as:

NO PID
Lot 7 District Lot 170 Comox District Plan EPP _____

(the "Lands");

- B. Section 218 of the *Land Title Act*, R.S.B.C., c. 250 enables the Grantor to grant in favour of the Town an easement without a dominant tenement to be known as a statutory right of way;
- C. The Grantor wishes to grant and the Town wishes to accept a statutory right of way over the Lands for the provision of a public access pedestrian trail;
- D. The Grantor agrees on the terms and conditions herein set forth to grant to the Town a statutory right of way over those portions of the Lands shown outlined by bold lines (the "Right-of-Way Area") on:

Explanatory/Reference Plan of Statutory Right of Way prepared by _____, B.C.L.S., registered in the Land Title Office under number EPP _____ (the "Reference Plan"), a reduced copy of which is attached hereto as Schedule "A";

- E. This Statutory Right of Way is necessary for the operation and maintenance of the Town's undertaking.

NOW THEREFORE this Agreement witnesses that in consideration of the premises and of the mutual promises and undertakings herein contained and the sum of one dollar (\$1.00) now paid by the Town to the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the parties hereto agree pursuant to section 218 of the *Land Title Act* as follows:

- 1. The Grantor does hereby grant and convey in perpetuity and at all times unto the Town the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "Statutory Right of Way") in common with the Grantor and its servants, employees, agents and licensees, and any other person to whom the Grantor has granted rights to use the Right-of-Way Area:
 - (a) to permit the public (without the need for any express invitation) to have recreational use of the Trail by foot, by bicycle, motorized scooter and other means of conveyance but not by motor vehicles; and
 - (b) if the Grantor fails to maintain the Right-of-Way Area under section 3, to, by its officers, employees, contractors and agents, enter, use, labour, go, return, pass and repass along, over, under and upon the Right-of-Way Area for the purpose of maintaining, repairing, constructing, expanding, altering and replacing pedestrian trails or non-motor vehicle lanes within and along the Right-of-Way Area (hereinafter collectively called the "Trail") for which purposes the Town may bring motor vehicles, equipment and machinery onto the Right-of-Way Area;
 - (c) to do all acts which in the opinion of the Town are necessary and incidental to the Statutory Right of Way herein granted.

- 2. The Grantor covenants and agrees with the Town that:
 - (a) the Town shall and may peaceably hold and enjoy the Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor;
 - (b) the Grantor will not make, place, erect or maintain on, over or under the Right-of-Way Area any building, structure, foundation or obstruction which may in the reasonable opinion of the Town interfere with the Right-of-Way Area, the use by the public of the Trail or the rights herein granted; and
 - (c) the Grantor will not do or permit to be done any act or thing, which in the reasonable opinion of the Town, might interfere with the use of the Right-of-Way Area or the use by the public of the Trail in the manner set out herein.

- 3. The Grantor covenants and agrees, pursuant to Section 219 of the *Land Title Act* of British Columbia, that notwithstanding the grant to the Town of a right to maintain and undertake work on the Trail or other work on the Right-of-Way Area, the Grantor shall maintain, repair, clean, protect and service as necessary to maintain the portion of the Trail within the Right-of-Way Area in substantially the same condition as at the time of construction, subject to normal wear and tear, and as necessary for the intended use of the Right-of-Way Area as a public access pedestrian trail through, within, or adjacent to a developed area, including but not limited to:
 - (a) maintenance and repair of the trail surface and any gravel shoulders;
 - (b) maintenance and repair of ditches, culverts, catch basins and associated drainage works;
 - (c) removal of snow, ice, gravel, garbage and other noxious debris from the Right-of-Way Area.

If the Grantor fails or neglects to adequately repair, maintain, clean, protect, and otherwise service the Works within a period of sixty (60) days following the Town's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Town may, but shall in no way be obligated to, carry out the maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Town all reasonable costs incurred by the Town in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Town's bill for same. It is understood that the Town may do such work either by itself or by contractors employed by the Town and may use such equipment and machinery as it deems necessary and that, in the event that the Town's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Town shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6%) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes.

- 4. It is mutually agreed and declared by and between the parties hereto:
 - (a) that this grant of Statutory Right-of-Way to the Town does not in any way require the Town to construct, maintain, replace, repair, clean or clear the Trail or any other work along, over under or upon the Right-of-Way Area;
 - (b) that notwithstanding the grant to the Town of a right to construct the Trail on the Right-of-Way Area, the Town has no obligation under this Agreement to do so;

- (c) that pursuant to section 218 of the *Land Title Act* this Statutory Right of Way and the rights hereby granted are and shall run with the Lands and that no part of the fee of the soil thereof shall pass to or be vested in the Town by this agreement;
 - (d) that this Statutory Right of Way, including all the covenants and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the parties and their heirs, executors, administrators, personal representatives, licensees and successors;
 - (e) that wherever the singular or masculine are used in this Statutory Right of Way they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties so require;
 - (f) that should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding on the parties.
5. Nothing contained or implied herein shall prejudice or affect the Town's rights and powers in the exercise of its functions pursuant to the *Local Government Act*, or the or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor.
 6. The Grantor indemnifies, saves harmless, releases and forever discharges the Town and its elected officials, officers, employees and agents from and against all manner of actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Grantor or any other person now has or may at any time have by reason of the granting or existence of the Statutory Right of Way or the use of the Right-of-Way Area or the Trail or any breach, or default by the Grantor under this Agreement or any wrongful act, omissions or negligence of the Grantor or those for whom it is responsible in relation to the Trail.
 7. Notwithstanding anything herein contained, the Town reserves all rights and powers of expropriation otherwise enjoyed by the Town.
 8. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
 9. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered by hand or sent by facsimile transmission (and in either case shall be deemed to be

received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed to be delivered on the sixth business day following such mailing, except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Grantor:

at the address on title to the Lands in the Land Title Office at the time of giving the notice, but if any of the Lands has been stratified, then notice may be given to the Strata Corporation.

and to the Town at:

Town of Comox
1809 Beaufort Avenue
Comox, BC V9M 1R9

Attention: Municipal Planner

or to such other address as a party from time to time notifies the other party in writing.

- 10. Any opinion which the Town is entitled by virtue of this Agreement to form may be formed on behalf of the Town by the Municipal Planner in which event the opinion of that person shall be deemed to be the opinion of the Town for the purposes of this Agreement.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Sep-20-2012 16:24:07.002

A1

A2

A3

A4

A5

1340056164 PAGE 1 OF 10 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Christina Lynn
Reed 714PDT

Digitally signed by Christina Lynn
Reed 714PDT
DN: c=CA, cn=Christina Lynn Reed
714PDT, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=714PDT
Date: 2012.09.20 16:06:37 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor

YOUNG ANDERSON

1616 - 808 Nelson Street

Vancouver

BC V6Z 2H2

Phone: (604) 689-7400

File: 54-252

Document Fees: \$72.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-485-986

LOT A DISTRICT LOT 170 COMOX DISTRICT PLAN VIP84899

STC? YES

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

s.219 (PDA Support)

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

2310 GUTHRIE DEVELOPMENT CORP., INC. NO. BC0920625

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

TOWN OF COMOX

A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT

1809 BEAUFORT AVENUE

Incorporation No

COMOX

BRITISH COLUMBIA

N/A

V9M 1R9

CANADA

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

Transferor(s) Signature(s)

Robert D. Villani

Barrister & Solicitor

#103 - 7020 Duncan Street

Powell River, BC V8A 1V9

(as to both signatures)

Y	M	D
12	06	20

2310 GUTHRIE DEVELOPMENT
CORP. by its authorized signatories:

Dan Agius

Jim Agius

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. 1996, c.124, 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.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the ¹⁹ ~~6~~^{September} day of ~~June~~^{for}, 2012 is

BETWEEN:

2310 GUTHRIE DEVELOPMENT CORP.
Inc. No. BC0920625
#1 – 7045 Field Street
Powell River, BC V8A 0A1

(the "Owner")

AND:

TOWN OF COMOX
1809 Beaufort Avenue
Comox, BC V9M 1R9

(the "Town")

GIVEN THAT:

A. The Owner is the registered owner in fee simple of those parcels of land in Comox, British Columbia which are legally described as:

Parcel Identifier: 027-485-986
Lot A District Lot 170 Comox District Plan VIP84899

(the "Lands");

B. The Owner wishes to develop on the Lands a multi-phased mixed-use development;

C. The Owner has applied to the Town for amendment to Town of Comox Zoning Bylaw 1377 (the "Zoning Bylaw"), by way of Bylaw No. 1718, Comox Zoning Bylaw Amendment No. 73, 2012, to rezone the Lands to 'CD13 Comprehensive Development 13: 2310 Guthrie Road' and 'CD14 Comprehensive Development 14: Single-Family Tracker Place' to permit the Owner's proposed development;

D. The Owner has entered into a phased development agreement with the Town, dated for reference ^{September 19}, 2012, pursuant to Sections 905.1 through 905.5 of the *Local Government Act* of B.C. (the "Phased Development Agreement");

E. Under and for the duration of the Phased Development Agreement, the Owner is given immunity from certain possible future changes to the Zoning Bylaw in exchange for the Owner providing amenities to the Town;