

MILL SPRINGS SEWER SYSTEM EXTENSION AGREEMENT

THIS AGREEMENT dated for reference this ___ day of _____, 2023.

BETWEEN:

BRENTWOOD COLLEGE ASSOCIATION
(Inc. No. S0005882)

("Brentwood College")

MILL BAY SYNERGY MALL PROPERTIES LTD.
(Inc. No. BC1007477)

("Mill Bay Synergy")

MILL BAY MARINE GROUP

(for certainty, meaning the business corporations referred to in section 1.1(m))

("Mill Bay Marine Group")

SHELL CANADA LIMITED
(Inc. No. A0093906)

("Shell Canada")

518235 B.C. LTD.
(Inc. No. BC0518235)

("Bayview")

PENINSULA CONSUMER SERVICES COOPERATIVE
(Inc. No. CP2297)

("Peninsula Coop")

LIMONA-STONEBRIDGE GROUP

(for certainty, meaning the business corporations referred to in section 1.1(j))

("Limona-Stonebridge")

THE OWNERS, STRATA PLAN VIS5068

(the "Cove Strata")

(collectively, the "Owners")

AND:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street
Duncan, BC V9L 1N8

(the "CVRD")

WHEREAS:

- A. Brentwood College is the registered owner of the lands described in section 1.1 of Schedule "E" to this Agreement.
- B. Mill Bay Synergy is the registered owner of the lands described in section 1.2 of Schedule "E" to this Agreement.
- C. Mill Bay Marine Group is the registered owner of the lands described in section 1.3 of Schedule "E" to this Agreement.
- D. Shell Canada is the registered owner of the lands described in section 1.4 of Schedule "E" to this Agreement.
- E. Bayview is the registered owner of the lands described in section 1.5 of Schedule "E" to this Agreement.
- F. Peninsula Coop is the registered owner of the lands described in section 1.7 of Schedule "E" to this Agreement.
- G. Limona-Stonebridge is the registered owner of the lands described in section 1.8 of Schedule "E" to this Agreement.
- H. The Cove Strata owns, operates, and maintains a sewer utility that provides sewage collection, treatment and disposal services for the benefit of the registered owners of all those singular parcels or tracts of land and premises situated in the Cowichan Valley Regional District in section 1.9 of Schedule "E" to this Agreement.
- I. The CVRD owns and operates a community sewer service known as the Mill Springs Sewer System, which was established as a CVRD service under CVRD Bylaw No. 3711 – Mill Springs Sewer System Service Establishment Bylaw, 2013 (the "**Mill Springs Sewer Service**").
- J. The Owners have petitioned the CVRD Board to amend the Mill Springs Sewer Service Establishment Bylaw so as to extend the boundaries of the area serviced by the Mill Springs Sewer System as shown in Schedule "A" to this Agreement, to include all of the Lands listed in Schedule "E" to this Agreement.
- K. Should the CVRD Board adopt a bylaw to extend the boundaries of the area serviced by the Mill Springs Sewer System to include all of the Owners' Lands, an extension of the Mill Springs Sewer System will be necessary in order for the CVRD to provide sewer services to the Owners' Lands through the Mill Springs Sewer System.
- L. Section 7 of CVRD Bylaw No. 3711 – Mill Springs Sewer System Management Bylaw, 2013 provides that an extension of a Sewer System (including the Mill Springs Sewer System) requires the approval of a Committee of the CVRD Board, and if approved may be undertaken upon such terms and conditions as the CVRD Board may from time to time impose, including that the extension of the Sewer System must be installed by the Applicant entirely at the Applicant's expense, and that the extension must be constructed in accordance with the plans and specifications of the CVRD and to the approval of the Manager.

- M. The Owner and the CVRD Board have agreed that should the CVRD Board adopt a bylaw to extend the boundaries of the area serviced by the Mill Springs Sewer System to include all of the Owners' Lands, the Owners shall construct the extension of the Mill Springs Sewer System contemplated under this Agreement, on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSES that in consideration of the covenants hereinafter provided, the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Certificate of Acceptance**" means written certification by the CVRD that all of the Owners' obligations under this Agreement for the construction of the Works, and for maintenance of the Works through the Maintenance Period, have been satisfactorily completed.
- (b) "**Certificate of Completion**" means written certification by the Engineer of Record that the Works have been completed in accordance with the design and construction drawings and specifications approved by the CVRD pursuant to section 5.4 of this Agreement, and in accordance with all other requirements of this Agreement that apply to the design and construction of the Works.
- (c) "**Complete**" or "**Completion**" means, with respect to the Works, that the construction of the Works has been completed, that the Works have been fully tested, inspected and commissioned in accordance with the requirements of this Agreement, and are fully functional and without defects, in all material respects.
- (d) "**Completion Date**" means the date on which the Certificate of Completion is issued by the Engineer of Record.
- (e) "**Cost of the Works**" means the total of all costs necessarily and reasonably incurred by the Owners in fulfilling their obligations under section 5 of this Agreement, including the cost of materials and construction, engineering design services, supervision, contract administration, tendering, surveys, taxes, legal services, administration costs, and all other costs necessarily and reasonably incurred by the Owners for the Completion of the Works.
- (f) "**CVRD Board**" means the elected Board of the Cowichan Valley Regional District.
- (g) "**CVRD Bylaw Standards**" means any applicable standard under a CVRD bylaw that applies to the design and construction of the Works.
- (h) "**Manager**" means the General Manager of the CVRD Engineering Services Department, or their designate.
- (i) "**Engineer of Record**" means a professional engineer licenced to practice in British Columbia, with experience in the design of local government sewer

services, and who is retained by the Owners to design and supervise the construction of the Works.

- (j) “**Limona-Stonebridge**” means, collectively, the business corporations listed in section 1.8 of Schedule “E” to this Agreement which are related companies, and which have a common interest in the development of the lands listed in section 1.8 of Schedule “E” to this Agreement.
- (k) “**Manager**” has the same meaning as under the Management Bylaw.
- (l) “**MoTI**” means the Ministry of Transportation and Infrastructure.
- (m) “**Mill Bay Marine Group**” means, collectively, the business corporations listed in section 1.3 of Schedule “E” to this Agreement, which are related companies, and which have a common interest in the development of the lands listed in section 1.3 of Schedule “E” to this Agreement.
- (n) “**Mill Springs Sewer System**” means the CVRD sewer service established by the Mill Springs Sewer System Establishment Bylaw, and as further defined in the Management Bylaw.
- (o) “**Maintenance Period**” means the period of time referred to in sections 9.1 and 9.3 of this Agreement for the repair and remediation of defects in the Works by the Owners.
- (p) “**Maintenance Security**” means the security to be provided by the Owners under section 9.1 of this Agreement, to secure the Owners’ obligation to repair and maintain the Works during the Maintenance Period.
- (q) “**Management Bylaw**” means CVRD Bylaw No. 3711 – Mill Springs Sewer System Management Bylaw, 2013.
- (r) “**Manager of Engineering Services**” means the Manager of Engineering Services for the CVRD and includes a CVRD employee acting under the direction of the Manager of Engineering Services.
- (s) “**Owner Contribution**” means the financial contribution each Owner has agreed to make towards the Cost of the Works, as stated in Schedule “F” to this Agreement.
- (t) “**Owners**” means, collectively, the corporations, organizations and individuals that are collectively defined as the “Owners” on page one of this Agreement, and “Owner” means any one of the Owners.
- (u) “**Owners’ Lands**” means, collectively, the lands described in Schedule “E” to this Agreement.
- (v) “**Service Area**” means the service area for the Mill Springs Sewer System, as established by the Mill Springs Sewer System Establishment Bylaw, and as amended from time to time.

- (w) “**Sewer SRW**” means the statutory right of way in the form attached as Schedule “B” to this Agreement, to be granted to the CVRD over the lands described in section 12.1 of this Agreement.
- (x) “**Works**” means the works, facilities, upgrades, enhancements and extensions of the Mill Springs Sewer System that are required to provide sewer services to the Lands.

2.0 APPOINTMENT OF BRENTWOOD COLLEGE AS AGENT OF THE OWNERS

- 2.1 Each of the Owners confirms and agrees that Brentwood College has been appointed as the agent of the Owners for the purpose of constructing the Works under this Agreement, and that accordingly the CVRD is authorized to communicate with and provide notices to the duly appointed representative of Brentwood College on behalf of all Owners for any purpose connected with the construction of the Works.
- 2.2 Without limiting section 2.1, each of the Owners confirms and agrees that a duly authorized representative of Brentwood College is authorized to execute the Bill of Sale attached as Schedule “D” on behalf of all the Owners.

3.0 CONDITION PRECEDENT

- 3.1 The obligation of the Owners to construct the Works is subject to the CVRD Board, on or before **[NTD: insert date]**, having adopted a bylaw to amend the Establishing Bylaw, extending the boundaries of the area serviced by the Mill Springs Sewer System so as to include all of the Owners’ Lands (the “**Amending Bylaw**”).

4.0 OWNER CONTRIBUTIONS AND COST OVERRUNS

- 4.1 The Cost of the Works is estimated as being **[NTD: insert the estimated amount here]**. A more detailed breakdown of the estimated Cost of the Works is set out in Schedule “F” to this Agreement.
- 4.2 Each Owner agrees that they shall contribute towards the Cost of the Works in the amount stated in Schedule “F”.
- 4.3 Prior to the adoption of the Amending Bylaw, each Owner shall pay their respective Owner Contribution to the solicitor for Brentwood College, to be held in trust on the following conditions:
 - (a) in the event the condition precedent under section 3.1 is not fulfilled by the date specified in that section, each Owner Contribution shall be returned;
 - (b) in the event the condition precedent under section 3.1 is fulfilled by the date specified in that section, and subject to section 4.3(c), to be disbursed only in payment of the Cost of the Works, in amounts certified by the Engineer of Record;
 - (c) upon default of the Owners, to be released to the CVRD in accordance with section 15 of this Agreement.

- 4.4 Brentwood College shall provide the CVRD with written confirmation of the payment of all Owner Contributions to the solicitor for Brentwood College.
- 4.5 If the Cost of the Works exceeds the total of the contribution of all Owners, each Owner shall contribute to the cost overrun in an additional amount that is proportional to their required Owner Contribution under Schedule "F".
- 4.6 If the Cost of the Works is less than the total of the Owner Contribution of all Owners, the surplus shall be paid to the CVRD, to be used for future capital works of benefit to the Mill Springs Sewer Service.

5.0 DESIGN AND CONSTRUCTION OF WORKS

- 5.1 The Owners shall complete the design and construction of the Works, in accordance with the requirements of this Agreement. Without limiting the foregoing, the Owners are responsible for all of the cost of construction plus the costs of engineering design services, construction supervision, legal, contract administration, tendering, survey, other professional services, the cost of obtaining a construction permit from MoTI and for complying with the terms and conditions of that permit, and all other costs required for Completion of the Works.
- 5.2 The Owners shall engage a professional engineer to act as the Engineer of Record. The Engineer of Record shall carry out the survey, design, and field inspection of the Works, and shall supervise the construction and installation of the Works and shall prepare and certify record drawings for the Works in accordance with 8.1 of this Agreement. The Owners shall cause the Engineer of Record to deposit with the CVRD a letter, signed by the Engineer of Record, outlining the scope of the Engineer of Record's engagement, including:
 - (a) the schedule of inspection of the Works to be undertaken by the Engineer of Record;
 - (b) the Engineer of Record's assurance that the Works have been designed in accordance with requirements of this Agreement;
 - (c) that the Engineer of Record shall certify all design and construction drawings for the Works;
 - (d) that the Engineer of Record shall certify and submit record drawings for the Works as required by section 7 of this Agreement.
- 5.3 The Owners are responsible to ensure that the Works are designed by the Engineer of Record and are constructed in accordance with the requirements of this Agreement, to a standard that is sufficient for their intended purpose, and in accordance with CVRD Bylaw Standards and good engineering practice.
- 5.4 Prior to commencing the construction of the Works, the Owners shall provide to the Manager, for his or her approval, a comprehensive set of design and construction drawings and specifications for the Works, prepared by the Engineer of Record. The design and specifications for the Works must be consistent with the general specifications for the Works as described in Schedule "C", CVRD Bylaw Standards,

and good engineering practice, and must meet the conditions of the construction permit issued for the Works by MoTI.

- 5.5 Prior to commencing construction of the Works, the Owners shall provide to the Manager, for his or her review and approval, a detailed estimate of the Cost of the Works, as prepared and certified by the Engineer of Record.
- 5.6 In carrying out the construction of the Works, the Owners covenant and agree:
- (a) not to commence the construction or installation of the Works without first advising the Manager in writing at least five days before commencement;
 - (b) to construct, install and complete the Works in accordance with the Approved Drawings and Specifications;
 - (c) to obtain the prior written approval of the Manager for any changes to the Approved Drawings and Specifications;
 - (d) to comply with any changes to the Approved Drawings and Specifications required by the Manager as may be necessary to satisfy the Manager that the Works will function and operate in a manner satisfactory to the Manager;
 - (e) not to damage any works, services or property of the CVRD, or remove, alter or destroy any survey, pins, posts or monuments, and if in default to replace, repair and restore any damage of whatever nature to the reasonable satisfaction of the Manager;
 - (f) to comply with all statutes, laws, regulations and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the CVRD;
 - (g) to not deposit or permit the deposit of any material or debris upon any highways or lands of the CVRD;
 - (h) not to employ any person or contractor in the construction of the Works who, in the reasonable opinion of the Manager is unfit, incapable or unskilled, and at all times, in connection with the execution of the Works, to employ and keep on site a competent general works superintendent capable of speaking, reading and writing the English language;
 - (i) to act as the "prime contractor" in respect of the place where the Works are undertaken, and to fulfill the duties of the prime contractor under section 24 of the *Workers Compensation Act*;
 - (j) to undertake and implement all other measures that are necessary for the health and safety of the general public, as directed by the Manager, including but not limited to installation and maintenance of warning signs, traffic control measures, and barriers or fences around the place of the Works;
 - (k) to retain an archaeological consultant to appropriately monitor excavation activities in accordance with the requirements of applicable laws, and to provide First Nation representatives (as approved by the First Nation's governing body) with reasonable access during periods of excavation, for the

purpose of identifying any potential “heritage objects” (as defined in the *Heritage Conservation Act* (British Columbia)), and in the event a potential heritage object is found, to consult with the CVRD and local First Nations as to the appropriate measures to be taken to inspect, assess, document and protect the object;

- (l) as requested by the Manager from time to time, to provide the Manager with a detailed breakdown of the Cost of the Works as certified by the Engineer of Record.
- 5.7 Prior to commencing the construction of the Works, the Owners shall provide to the Manager for his or her review and approval:
- (a) a copy of any construction contract or contracts that the Owners propose to enter into for the execution of the Works; and
 - (b) a detailed time schedule for the execution of the Works.
- 5.8 The Engineer of Record shall oversee the construction of the Works, as required to fulfill the “Engineer of Record” obligations as set by Engineers and Geoscientists of British Columbia. The Engineer of Record shall be considered to be the agent of the Owners.
- 5.9 The Owners shall be responsible to ensure that their contractors comply with the provisions of all CVRD bylaws, and all applicable statutes and regulations throughout the construction of the Works.
- 5.10 Upon Completion of the Works, and following the conduct of a final inspection of the Works by the CVRD, if the CVRD in its discretion determines that such an inspection is necessary or desirable, the Owners shall provide the CVRD with a Certificate of Completion prepared and certified by the Owner’s Professional.
- 5.11 At any time during the construction of the Works, the CVRD may inspect the works and may enter onto the Owners’ Lands or any other place where the Works are being constructed, for the purpose of inspecting the Works. Additionally, the CVRD may at any time examine and take copies of any contracts, drawings, invoices or other documents in the possession or under the control of the Owners, the Engineer of Record or any contractor retained by the Owners or the Engineer of Record for the construction of the Works, and that relate to the design and construction of the Works. If the Works are in any way defective or do not operate in a satisfactory manner, the CVRD shall give notice to the Owners and the Engineer of Record and the Owners shall, at their expense, immediately modify and reconstruct the Works so that the Works are fully operative and function in accordance with the standards required under this Agreement.
- 5.12 Any explanations, orders, instructions, directions and requests given by the CVRD to the Engineer of Record shall be deemed to have been given to the Owners.
- 5.13 Neither the CVRD’s performance of one or more inspections of the Works, or the CVRD’s provision of one or more notices under section 5.11 requiring correction of the Works, shall relieve the Owners from their obligation to design and construct the Works in accordance with the requirements of this Agreement.

6.0 ENTRY ON LAND

- 6.1 The Owners authorize the CVRD, its agents and contractors to enter upon the Owners' Lands at any time as may be necessary or convenient for any purpose connected with this Agreement, including without limitation for the purpose of inspecting the Works under sections 5.10 and 5.11.

7.0 RECORD DRAWINGS

- 7.1 The Owners shall submit to the CVRD final record drawings and supporting documentation, including 2 complete sets of prints and electronic copies (in AutoCAD and pdf format) of the Works as constructed and as approved by the Engineer of Record, before issuance of the Certificate of Completion.

8.0 MAINTENANCE OF WORKS

- 8.1 The Owners shall:

- (a) prior to the issuance of the Certificate of Completion, deposit with the CVRD a sum equal to ten (10%) per cent of the total cost of construction of the Works as certified by the Engineer of Record in writing, in cash or by Letter of Credit, as security for performance of the Owners' obligations under this section;
- (b) maintain the Works in complete repair for a minimum period of two years from the date of Completion; and
- (c) remedy any defects in the Works appearing within a period of two years from the date of Completion within fifteen days of receiving notice from the CVRD, or immediately upon notice from the CVRD in the case of an emergency.

- 8.2 If the Owners fail to repair or maintain the Works, to remedy any defect or pay for any damage resulting from the Construction of the Works, the CVRD may deduct from the Maintenance Security posted under this section the cost of repairing or maintaining the Works, and may use the amount so deducted to repair or maintain the Works, remedy any defect, or pay for any damages as contemplated in this section.

- 8.3 The CVRD may extend the Maintenance Period to permit correction of any defects which have not been corrected before the end of the Maintenance Period, and upon correction of such defects to the satisfaction of the CVRD, the Maintenance Period will expire.

- 8.4 Upon expiry of the Maintenance Period, as extended under section 9.3, the CVRD will issue a Certificate of Acceptance, and release the Owners from any obligations under this section and return any unused Maintenance Security held by the CVRD under this section.

9.0 CERTIFICATE OF ACCEPTANCE

- 9.1 The CVRD shall provide the Owners with a Certificate of Acceptance upon satisfactory completion by the Owners of all of the covenants and conditions in this Agreement, including but not limited to maintaining the Works and keeping them in complete repair for the Maintenance Period.

10.0 CVRD PROPERTY IN WORKS

- 10.1 Upon issuance of the Certificate of Completion, the Owners, by their authorized representative, shall execute a Bill of Sale in the form attached as Schedule "D" to this Agreement, transferring title to the Works to the CVRD, including but not limited to the ownership of the infrastructure and Works required for the operation of the pump stations, free and clear of any claim, lien or charge by the Owners or any person claiming through the Owners, without payment of any further compensation or consideration.

11.0 REGISTRATION OF SEWER SRW

- 11.1 Each of the Owners agree that if reasonably required for the construction, operation and maintenance of the Works, they will grant to the CVRD a statutory right of way over that Owner's lands, in the form attached as Schedule "D", for the accommodation of the Works.

12.0 CONNECTION OF LANDS TO MILL SPRINGS SEWER SYSTEM

- 12.1 Upon Completion of the Works, each of the parcel of the Lands may be connected to the Mill Springs Sewer Service, upon:
- (a) an application for a connection being made by the Owner of that parcel in accordance with the Management Bylaw; and
 - (b) subject to section 12.2, all applicable fees and charges imposed under the Management Bylaw being paid to the CVRD in full.
- 12.2 Given that the construction of the Works will expand the capacity of the Mill Springs Sewer System beyond that which is required to provide sewer service to the Owners' Lands, the capacity charge payable by each Owner under the Management Bylaw shall be reduced by an amount equal to the Owner's Contribution paid by that Owner, as stated in Schedule "F".

13.0 WAIVER OF LATECOMER ENTITLEMENT

- 13.1 The Owners hereby each waive and release the CVRD from and against any claim or demand that the Owners have or may have in future respecting the construction of the Works under this Agreement, and the Owners expressly waive any entitlement to recovery of a "latecomer" fee or charge under section 508(3) of the *Local Government Act*.
- 13.2 The CVRD is under no obligation to provide any compensation whatsoever to any of the Owners for the Works, including but not limited to any of the costs incurred by the Owner in designing and constructing the Works, and the Owners each hereby waive and release the CVRD from any claim for recovery of or compensation for any such costs.

14.0 INDEMNITY AND RELEASE

14.1 Except for the negligent or wilful acts or omissions of the CVRD, its officers, staff or agents, the Owners covenant to save harmless and effectually indemnify the CVRD against:

- (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of construction of the Works;
- (b) all expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the CVRD or which the CVRD by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) all expenses and costs in respect of the Works which may be incurred by reason of liens, non-payment of labour or materials, Workers Compensation assessments, unemployment insurance, Federal and Provincial Taxes, or similar charges.

15.0 DEFAULT OF THE OWNERS

15.1 If the Works are not duly and properly completed within the time specified in the detailed time estimate approved by the Manager under section 5.7(b), the CVRD may complete the Works, and the solicitor for Brentwood College shall, upon written demand being made, pay over to the CVRD the balance of the Owner Contributions then remaining in trust to be used by the CVRD in the completion of the Works. If the balance of the Owner Contributions is insufficient to cover the actual cost of completing the Works, then the Owners shall pay such deficiency to the CVRD immediately upon receipt of the CVRD's invoice for same.

16.0 NO FETTERING

16.1 Nothing in this Agreement shall fetter the discretion of the CVRD Board in relation to the exercise of any of its powers, duties or functions under the *Local Government Act*, provided that the exercise of such discretion shall not relieve the CVRD of its obligations to the Owner under this Agreement.

17.0 NOTICES

17.1 Notices

- (a) Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the applicable Party at the relevant address, facsimile number or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, or by electronic mail.
- (b) The Contact Information for the parties is:

CVRD:

The Owners:

- (c) Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.
- (d) Subject to sections 17.3 (e) through (g) each Notice shall be deemed to have been given or made at the following times:
 - (i) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
 - (ii) if sent by registered mail, seven (7) days following the date of such mailing by sender; or
 - (iii) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- (e) If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a Business Day, then the Notice shall be deemed to have been given or made on the next Business Day following.
- (f) If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (g) Each Party shall provide Notice to the other Party of any change of address, or e-mail address of such Party within a reasonable time of such change

18.0 TIME

18.1 Time is to be the essence of this Agreement.

19.0 BINDING EFFECT

19.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

20.0 WAIVER

20.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

21.0 HEADINGS

21.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

22.0 LANGUAGE

22.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

23.0 CUMULATIVE REMEDIES

23.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or equity.

24.0 LAW APPLICABLE

24.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

25.0 RELATIONSHIP OF PARTIES

25.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

26.0 AMENDMENT

26.1 This Agreement may not be modified or amended except by the written agreement of the parties.

27.0 INTEGRATION

27.1 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

28.0 SURVIVAL

28.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

29.0 NOTICE OF VIOLATIONS

29.1 Each party shall promptly notify the other party of any matter that is likely to continue to give rise to a violation of its obligations under this Agreement.

30.0 ENTIRE AGREEMENT

30.1 The whole agreement between the parties is set forth in this Agreement and no representations, warranties or conditions express or implied, have been made other than those expressed herein.

31.0 COUNTERPART

31.1 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

COWICHAN VALLEY REGIONAL DISTRICT,)
 by its authorized signatories:)
)
 _____)
 Name:)
)
 _____)
 Name:)

BRENTWOOD COLLEGE ASSOCIATION)
(INC. NO. S0005882), by its authorized)
 signatories)
)
 _____)
 Name:)
)
 _____)
 Name:)

MILL BAY SYNERGY MALL PROPERTIES)
LTD. (INC. NO. BC1007477), by its authorized)
 signatories:)
)
 _____)
 Name:)
)
 _____)
 Name:)

MILL BAY MARINA INC. (INC. NO)
BC0883685), by its authorized signatories:)

Name:

Name:

1002726 BC LTD. (INC NO. BC0883685),
by its authorized signatories:

Name:

Name:

LIMONA VENTURES LTD. (INC. NO. BC0813996,
by its authorized signatories:

Name:

Name:

0838881 B.C. LTD. (INC. NO. BC083888),
by its authorized signatories:

Name:

Name:

0927020 B.C. LTD. (INC. NO. BC0927020),
by its authorized signatories:

Name:

Name:

1225548 B.C. LTD. (INC. NO. BC1225548),
by its authorized signatories:

_____)
Name:)
_____)
Name:)

LIMONA CONSTRUCTION LTD. (INC. NO. BC0604357), by its authorized signatories:)
_____)
Name:)
_____)
Name:)

SHELL CANADA LIMITED (INC. NO. A0093906), by its authorized signatories:)
_____)
Name:)
_____)
Name:)

518235 B.C. LTD. (INC. NO. BC0518235), by its authorized signatories:)
_____)
Name:)
_____)
Name:)

PENINSULA CONSUMER SERVICES COOPERATIVE, by its authorized signatories:)
_____)
Name:)
_____)
Name:)

THE OWNERS, STRATA PLAN VIS5068, by its authorized signatories:)
_____)

Name:)

)

Name:)

)

)

)

)

)

)

)

)

)

)

SCHEDULE "A"

Plan of Extended Mill Springs Sewer Service Area

SCHEDULE "B"

SRW TERMS

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the following lands in the Province of British Columbia:

[Legal description of lot to be inserted prior to registration]

(the "**Lands**")
- B. The Transferee is the Cowichan Valley Regional District;
- C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;
- D. To facilitate the installation and operation of a system of sewer works including all related pipes, valves, fittings, facilities, equipment, power lines, wires, pumps, buildings, kiosks, and appurtenances (the "**Works**"), the Transferor has agreed to permit the construction by the Transferee of the Works on a portion of the Lands and to grant for that purpose the Right of Way in Section 1.1 of this agreement (the "**Agreement**").

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1.0 THE TRANSFEROR:

- 1.1 grants, conveys, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across at part of the Lands shown outlined on Plan EPP * (the "**Right of Way**");
- 1.2 covenants and agrees to and with the Transferee that the Transferee shall:
 - (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
 - (b) together with machinery, vehicles, equipment, and materials;
 - (c) upon, over, under and across the Right of Way;

(d) as may be necessary, useful, or convenient for the purposes in section 1.1;
and

(e) in connection with the operations of the Transferee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way;

1.3 transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor have prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way;

2.0 THE TRANSFEROR COVENANTS:

2.1 not, and not to permit any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way;

2.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way;

2.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular, without limitation, will not carry out any blasting on the Right of Way without the consent in writing of the Transferee, and consent shall not be unreasonably withheld;

2.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limitation, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Transferee, and consent shall not be unreasonably withheld;

2.5 from time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement;

3.0 THE TRANSFEEE COVENANTS:

3.1 not to bury any debris or rubbish of any kind in excavations or backfill on the Right of Way, and to remove shoring and similar temporary structures as backfilling proceeds;

3.2 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed on the Right of Way by the Transferee and to leave such lands in a neat and clean condition;

3.3 as soon as weather and soil conditions permit, and as often as it may exercise this right of entry to the Right of Way, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to

restore the natural drainage to the Lands. This shall not require the Transferee to restore any trees or other surface growth, but the Transferee shall leave the Lands in a condition which will not inhibit natural regeneration of that growth;

- 3.4 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible;
- 3.5 to make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement;
- 3.6 as far as reasonably possible, to restore any fences, lawns or flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands;

4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:

- 4.1 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;
- 4.2 In the event that the Transferee abandons the Works or any part of them, the Transferee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Transferor;
- 4.3 No part of the title in fee simple to the Lands shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands subject only to the rights and restrictions in this Agreement;
- 4.4 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and his successors in title, but (b) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands;
- 4.5 If at the date hereof the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;
- 4.6 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;
- 4.7 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;
- 4.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context;

4.9 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

5.0 PRIORITY AGREEMENT

5.1 *, as the registered holder of a charge by way of * against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number *, for and in consideration of the sum of One Dollar (\$1.00) paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

SCHEDULE "C"

THE WORKS

SCHEDULE "D"

BILL OF SALE

CONTRACT OF SALE OF GOODS (ABSOLUTE)

THIS CONTRACT dated as of the _____ day of _____, 2023, and made,
IN PURSUANCE OF THE *SALE OF GOODS ACT*

BETWEEN:

THE OWNERS

(hereinafter, together, called the "**Seller**")

OF THE FIRST PART

AND:

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street, Duncan, British Columbia, V9L 1N8

(hereinafter called the "**Buyer**")

OF THE SECOND PART

WHEREAS:

- A. The Seller is possessed of the goods and specific goods hereinafter described; and
- B. The Seller has agreed with the Buyer for the absolute sale to him of the same upon the terms and conditions and for the consideration hereinafter set forth.

NOW THIS INDENTURE WITNESSETH:

In consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada, and other good and valuable consideration, paid by the Buyer to the Seller the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets over all and singular the goods and specific goods (hereafter collectively called the "**said goods**"), hereinafter described in the Schedule "A", attached hereto and all the right, title, interest, property, claim and demand of the Seller thereto and therein, unto the Buyer, to and for his sole and only use forever.

1. The Seller hereby covenants, promises and agrees to and with the Buyer:
 - (a) that all of the said goods are now in the possession of the Seller as defined in the *Sale of Goods Act*;

- (b) the Seller is now rightfully and absolutely possessed and entitled to the said goods hereby sold and assigned, and to all and every part of them;
 - (c) that the Seller now has good right to sell and assign the said goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Contract;
 - (d) that the goods are free and clear of all charges and encumbrances of every nature and kind whatsoever;
 - (e) that the Seller will indemnify and save harmless the Buyer from all and all charges and encumbrances not so set forth and described in Schedule "A" attached hereto.
 - (f) that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said goods hereby sold and assigned and all and every part of them, to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by him, the Seller, or any person whomsoever; and
 - (g) that the Seller shall and will from time to time, and at all times hereafter, upon every reasonable request of the Buyer, but at the expense of the Buyer, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectual assignment and assurance of the said hereby sold and assigned goods unto the Buyer, in the manner aforesaid and according to the true intent and meaning of this Contract, as shall be reasonably required by the Buyer.
2. The parties to this Agreement hereby covenant and agree as follows:
- (a) that all of the said goods hereby sold are sold on an as is, where is basis and that the Seller makes no representations or warranties to the Buyer of any nature whatsoever regarding the conditions of the said goods; and
 - (b) that the Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale, and that the Buyer will indemnify and save the Seller harmless from any and all liability for any such tax, duty, rate or charge.
3. This contract shall be governed by the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hand and seal (if any) as for the day and year first above written.

COWICHAN VALLEY REGIONAL DISTRICT,)
by its authorized signatories:)
)
)
)
_____)
)
)
_____)
)

THE OWNERS,)
by their authorized signatories:)
)
)
_____)
)
)
_____)
)

SCHEDULE "A" TO BILL OF SALE
[TO BE COMPLETED PRIOR TO EXECUTION]

SCHEDULE "E"

PROPERTIES AND OWNERSHIP LIST

1.1 BRENTWOOD COLLEGE ASSOCIATION

PID 028-938-755 Lot 1, Plan EPP10863, Section 1, Range 8, Shawnigan Land District, & Sec 2

PID 001-487-141, Parcel A, Lot 13, Block F, Plan VIP1720, Section 1, Range 9, Shawnigan Land District, Except Plan 50745, (DD 268875I); & Exc Pt in PI VIP53938

PID: 005-454-379, Lot 2, Plan VIP8106, District Lot 18, Malahat Land District, Except Plan 9429 16745 51098

PID: 031-793-525, Lot A, Plan EPP121817, Section 1, Range 8, Shawnigan Land District, & Rge 9

1.2 MILL BAY SYNERGY MALL PROPERTIES LTD.

PID: 017-428-157, Lot 1, Section 2, Range 9, Plan 52786, Shawnigan District

PID: 003-107-507, Lot A, Plan VIP23516, Section 2, Range 8, Shawnigan Land District, Except Plan 51063, & Exc Pt in PI VIP51891

1.3 MILL BAY MARINE GROUP

The Mill Bay Marine Group consists of the following:

(a) Mill Bay Marina Inc., BC0883685

PID: 001-293-605, Lot 1, Plan VIP 30142, Sec. 1 & 2, R.9 Shawnigan Land District

(b) 1002726 BC Ltd., BC0883685

PID: 001-293-613, Lot 2, Plan VIP 30142, Sec. 1, Range 9, Shawnigan Land District, & SEC 2

PID: 001-293-621, Lot 3, Plan VIP 30142, Sec. 1, Range 9, Shawnigan Land District, and Sec. 2

PID: 001-293-630, Lot 4, Plan VIP 30142, Sec. 1 & 2, R.9 Shawnigan District

PID: 000-697-770, Lot 5, Plan VIP30142, Section 1&2, Range 9, Shawnigan Land District, Manufactured Home Reg.# 25497

PID: 001-349-325, Lot 1, Plan VIP29781, Section 1, Range 9, Shawnigan Land District

PID: 001-293-648, Lot 6, Plan VIP30142, Section 1 & 2, Range 9, Shawnigan Land District

1.4 SHELL CANADA LIMITED

PID: 017-913-896; Lot B, Section 1, Range 8, Plan VIP54860, Shawnigan District, & of SEC 2 & RGE 9

1.5 518235 B.C. LTD. (Bayview)

PID: 005-810-841 Lot 1, Section 2, Range 8, Plan VIP7124, Shawnigan District

1.6 PENINSULA CONSUMER SERVICES COOPERATIVE

PID: 027-594-599 Lot A, Section 2, Range 9, Plan VIP85506, Shawnigan District

1.7 LIMONA-STONEBRIDGE

Limona-Stonebridge consists of the following:

(a) Limona Ventures Ltd., BC0813996

PID: 009-528-601. SECTION 2, RANGE 8, SHAWNIGAN LAND DISTRICT, EX N 6.66 CHS OF W 25 CHNS PCL B & EX S E 3 4/10 ACS S OF DELOUME RD

PID: 009-487-221. The North 6.666 Chains of the West 25 Chains of Section 2, Range 8, Shawnigan District Shown outlined in Orange in Plan Deposited Under DD14020F

PID: 009-487-247, Parcel B (DD43570I) of Section 3, Range 7, Shawnigan District

PID: 009-487-280, Parcel A (DD43570I) of Section 3, Range 8, Shawnigan District

(b) 0838881 B.C. Ltd., BC083888

PID: 009-488-286, Parcel B (DD74982I) of Section 2, Range 8, Shawnigan District Except Those Parts in Plans 7124,15016, VIP53899 and VIP69873

PID: 004-173-287, Lot 1, Section 2, Range 8, Shawnigan District Plan 15016 Except Part in Plan 50299

(c) 0927020 B.C. Ltd., BC0927020

PID: 009-497-803, Section 3, Range 8, Shawnigan District Except Parcel A (DD 43570I); Parcel B (DD 45704I); Parcel C (DD 91923I); and except those Parts in Plans 4171, 8239, 9554, 34171, 51404, VIP69873, VIP77020, EPP18211 and EPP49270

PID: 029-533-601, Lot B, Section 3, Range 8, Shawnigan District, Plan EPP49270

(d) 1225548 B.C. Ltd., BC1225548

PID: 010-208-089, Parcel C (DD91923I) of Section 3, Range 8, Shawnigan District Except that part in Plan 34171

PID: 000-278-131, Lot B, Section 3, Range 8, Shawnigan District, Plan 34171 Except Part in

Plan VIP51810

PID 025-942-310, Lot 1, Section 3, Range 8, Shawnigan District, Plan VIP77020

(e) Limona Construction Ltd., BC0604357

PID: 007-059-663, Lot 13, Block F, Section 1, Range 9, Shawnigan District, Plan 1720 Except Part Lying to the East of Plan 570 RW and Except part in Plan 50367

PID: 007-059-680, Lot 14, Block F, Section 1, Range 9, Shawnigan District, Plan 1720, Except Part Lying to the East of Plan 570 RW and Except Part in Plan 26564 and Plan 50367

PID: 007-059-736, Lot 15, Block F, Section 1, Range 9, Shawnigan District, and of District Lot 18, Malahat District, Plan 1720, Except part in Plan 26564 and Plan 50367

PID: 007-059-752 – Lot 16, Block F, District Lot 18, Malahat District, Plan 1720, Except Parts in Plans 17436, 23795, 26564, 26613, 50367, VIP52024

1.8 THE COVE STRATA

PID: 024-960-411, Strata Lot 1, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-420, Strata Lot 2, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-438, Strata Lot 3, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-446, Strata Lot 4, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-454, Strata Lot 5, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-462, Strata Lot 6, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-471, Strata Lot 7, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-489, Strata Lot 8, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-497, Strata Lot 9, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-501, Strata Lot 10, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-519, Strata Lot 11, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-527, Strata Lot 12, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-535, Strata Lot 13, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-543, Strata Lot 14, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-551 Strata Lot 15, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-560, Strata Lot 16, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-578, Strata Lot 17, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-586, Strata Lot 18, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-594, Strata Lot 19, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-608 Strata Lot 20, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-616, Strata Lot 21, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-624, Strata Lot 22, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-632, Strata Lot 23, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-641, Strata Lot 24, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-659, Strata Lot 25, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-667, Strata Lot 26, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-675, Strata Lot 27, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-683, Strata Lot 28, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-691, Strata Lot 29, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-705, Strata Lot 30, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-713, Strata Lot 31, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-721, Strata Lot 32, VIS 5068, S 3, R 8, Shawnigan District

PID: 024-960-730, Strata Lot 33, VIS 5068, S 3, R 8, Shawnigan District
PID: 024-960-748 Strata Lot 34, VIS 5068, S 3, R 8, Shawnigan District.
PID: 024-960-756, Strata Lot 35, VIS 5068, S 3, R 8, Shawnigan District
PID: 024-960-764, Strata Lot 36, VIS 5068, S 3, R 8, Shawnigan District

SCHEDULE "F"

OWNER FINANCIAL CONTRIBUTIONS

Each Owner's agreed-upon financial contribution is based on the estimated Cost of the Works as set out in the attached spreadsheet, the number of capacity units in the Mill Springs Sewer System to be allocated to that Owner, multiplied by the applicable Sewer Capacity Charge under the Management Bylaw:

- 1.1 Brentwood College 150 units/646 total units = \$750,000.00
- 1.2 Mill Bay Synergy 32 units/646 total units = \$160,000.00
- 1.3 Mill Bay Marine Group 25 units/646 total units = \$125,000.00
- 1.4 Shell Canada Limited 40 units/646 total units = \$200,000.00
- 1.5 Bayview 30 units/646 total units = \$150,000.00
- 1.6 Peninsula Co-op 20 units/646 total units \$100,000.00
- 1.7 Limona-Stonebridge 325/646 total units = \$1,625,000.00
- 1.8 The Cove Strata 24 units/646 total units = \$120,000.00