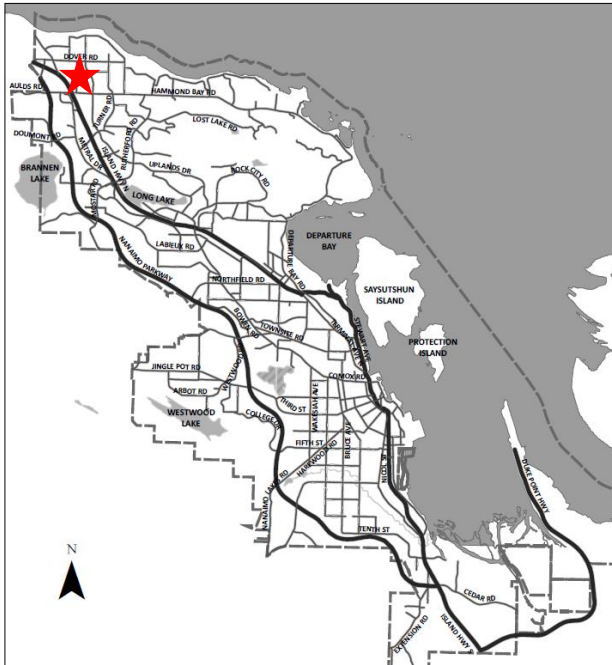


DATE OF MEETING | October 16, 2023

AUTHORED BY | CALEB HORN, PLANNER, CURRENT PLANNING

SUBJECT | COVENANT AMENDMENT APPLICATION NO. CA17 – 6340  
McROBB AVENUE



**Proposal:**

To amend covenants on the property title to facilitate the development a multi-family residential project



**Zoning:**

R9 – High Density Residential

**City Plan Land Use Designation:**

Woodgrove Secondary Urban Centre

**Development Permit Areas:**

DPA8 - Form and Character

**Lot Area:**

1.28ha – Total Lot Area

1.04ha – Phases 2/3 Area



## **OVERVIEW**

### **Purpose of Report**

To present Council with an application to discharge and replace existing Section 219 covenants at 6340 McRobb Avenue, in order to facilitate the development of Phases 2 and 3 of a 6-storey multi-family residential project.

### **Recommendation**

That Council direct Staff to proceed with a Public Hearing to consider the proposed Covenant Amendment.

## **BACKGROUND**

A Covenant Amendment Application, CA17, was received from Williamson & Associates, on behalf of 6340 McRobb Holdings Ltd., to discharge and replace existing Section 219 covenants on the property title of 6340 McRobb Avenue, in order to facilitate the development of Phases 2 and 3 of a multi-family residential project. Phase 1 of the project, branded as “The Mint”, is currently under construction and will consist of 66 dwelling units in a 6-storey building.

The subject property was rezoned in 2004 (RA112) to allow for high-density residential use with two 15-storey buildings. A subsequent rezoning in 2009 (RA202) increased the permitted height to allow 20-storey buildings. Section 219 covenants, FB226410 and FB287633/4, were registered on the subject property to dictate the development details, site plan, and Community Amenity Contributions. The covenants were later amended by modification covenants CA8431401 and CA8431402, when a Covenant Amendment (CA11) was approved in 2020 to facilitate the development of Phase 1 on the easterly portion of the lot.

The applicant now intends to develop the remaining Phases 2 and 3 as 6-storey buildings to better meet current market needs and reflect the context of surrounding developments. A covenant amendment is required to deviate from the 20-storey building forms and associated conditions as previously secured by covenant. A Development Permit application, DP1260, for Phases 2 and 3 has also been received, and consideration of approval for the DP will follow the Covenant Amendment, should it be approved.

### **Subject Property and Site Context**

The subject property is located in north Nanaimo in the Woodgrove Secondary Urban Centre. The property is presently vacant and the lot has previously been cleared of most vegetation except for some stands of trees. Sentinal Drive, a privately maintained road with public access, borders the northeast portion of the property and connects to McRobb Avenue. Another portion of Sentinal Drive bisects the lot to connect with Calinda Street, and separates the undeveloped portion of the site from Phase 1.

The surrounding neighbourhood is a mix of medium-density residential, institutional, and commercial uses within the Woodgrove Secondary Urban Centre. Adjacent properties include a 16-unit townhouse development to the north (“Pachena Place”), a 50-unit residential building at

6330 McRobb Avenue across Sentinal Drive to the north (“Dover Ridge”), a 48-unit residential development to the northeast (“The Texada”), a recently completed 108-unit residential development at 6117 Uplands Drive to the east (“Uplands Terrace”), Nanaimo Seniors Village to the southeast, ICBC across Calinda Street to the south, and Georgia View Village commercial plaza to the west. A second residential building with 88 dwelling units at 6330 McRobb Avenue to the north was approved in 2022 (DP1241). Residential building heights on neighbouring properties range from two to six storeys.

Nearby amenities and their approximate distances from the property include the Costco Wholesale store (100m west), McGirr Sports Fields (350m east), Dover Bay Secondary School (400m southeast), Vancouver Island Regional Library – Nanaimo North Branch (300m south), and commercial services in the Woodgrove Shopping Centre (400m southwest).

## **DISCUSSION**

### **Proposed Development**

The applicant is proposing to develop the next two phases in a similar manner as Phase 1 with two 6-storey buildings and underground parking. Phases 2 and 3 are expected to have a total of 266 dwelling units. The existing covenant references 308 units therefore the proposed number of units is 42 units less than what could be developed in the 20-storey buildings already permitted by the covenants on title. All required parking is proposed to be underground and accessed via a ramp connecting to a driveway from Calinda Street, shared with the commercial plaza to the west. An area for pick-up/drop-off and emergency vehicles is proposed in front of the building adjacent to Sentinal Drive (see Attachment D).

### **Proposed Covenant Amendment**

In order to facilitate the development of Phases 2 and 3, the applicant is proposing a Covenant Amendment to discharge covenants FB226410, FB287633/4, CA8431401, and CA8431402, replacing all with a new Section 219 covenant. The new covenant will secure conditions of development as outlined in the Letter of Rationale, submitted in support of this application (Attachment C) and summarized below:

- Referencing Phase 1 on the easterly portion of the lot with a maximum 6-storeys and 66 dwelling units, as previously approved through a covenant amendment (CA11) and development permit (DP1130) application and is currently under construction;
- Limiting Phase 2/3 on the westerly portion of the lot to no more than 6-storeys and a total of 266 dwelling units;
- Requiring a 10m setback for the uppermost floor of a building from the north property line;
- Requiring 95% of the parking to be underground with access from Calinda Street; and,
- Clarifying the timing of the previously agreed-upon Community Amenity Contributions for all phases (\$68,800 Phase 1 and \$175,000 Phases 2 and 3).

A comparison of the current and proposed covenants are provided in the table below as it relates to future phases on the subject property:

<b>Regulation</b>	<b>Existing Covenants</b>	<b>Proposed Covenant</b>
<i>Maximum Building Height</i>	66.0m and 20 storeys	20.5m and 6 storeys
<i>Maximum Number of Units</i>	308 units	266 units
<i>Minimum Setback from North Property Line</i>	17.0m	7.5m (per R9 zoning); 10.0m for uppermost floor
<i>Parking</i>	Minimum 95% underground	Minimum 95% underground
<i>Maximum Building Footprint</i>	809m <sup>2</sup> – West Tower 838m <sup>2</sup> – East Tower	n/a
<i>Minimum Separation Between Buildings</i>	23.0m	n/a

The proposed building height of 20.5m (six storeys) is significantly less than what is permitted in the existing covenants and the maximum building height of 36.0m in the R9 zone. The applicant proposes to reduce the rear yard setback to 7.5m from the north property line, adjacent to the Pachena Place townhouses, given the reduced building height. The uppermost floor, however, is proposed to require a 10m setback to mitigate any impact on adjacent properties to the north. In support of the proposed setback, the applicant has provided a comparison cross-section (Attachment E) and shadow study (Attachment F) showing that the visual and shadowing impacts would be less as a result of the proposed covenant amendments than if the site were developed under the existing covenants.

The maximum building footprint and minimum separation between buildings are proposed to be removed from the covenants given that high-rise buildings are no longer proposed and these aspects will be regulated by the Zoning Bylaw (e.g. setbacks and lot coverage).

## **Policy Context**

### *City Plan – Future Land Use*

City Plan identifies the subject property within the Woodgrove Secondary Urban Centre future land use designation where residential uses are supported in apartment building forms with typical building heights between two and 12 storeys. City Plan also includes policy (D4.3.10) which encourages a transition in building heights from 12 storeys to six storeys adjacent to Neighbourhood designated lands. The proposed amendment to reduce the building height to six storeys is supported by City Plan policies for Secondary Urban Centre and the relative proximity of neighbourhood-designated properties to north, on the opposite side of McRobb Avenue. Staff are of the opinion that the proposed Covenant Amendment is consistent with City Plan and will bring the property in better conformance with the plan than under the existing covenants.

### *Covenant Amendment Process Policy*

Council's *Covenant Amendment Process Policy* outlines the process for considering an amendment to a covenant secured through rezoning. Where the proposed Covenant Amendment pertains to land use, density, or community contributions, Council may choose to direct the application to be forwarded to a Public Hearing. While the Covenant Amendment may not be strictly required to proceed to Public Hearing under the policy, it may be advisable given the extent of the proposed changes (e.g. reducing the density and changing the building form), the interest

expressed by the public, and the length of time since the original rezoning as more development has occurred in the immediate neighbourhood. Staff recommend that the application proceed to Public Hearing, and as with any Covenant Amendment this will be at Council's discretion. Notices will be distributed to adjacent properties prior to the Public Hearing.

### *Community Amenity Contribution Policy*

Council's *Community Amenity Contribution Policy* encourages the provision of a Community Amenity Contribution (CAC) relative to growth or density through a rezoning or Covenant Amendment. The proposed development and covenant amendment would result in a reduced density, therefore no CAC beyond what was previously secured is recommended, and no change is proposed to the previously secured CACs including:

- \$68,880 towards the McGirr Sports Fields, paid with Phase 1; and,
- \$175,000 towards the City's Housing Legacy Reserve Fund, payable at the time of building permit application for the first building in Phase 2 or 3.

### **Community Consultation**

The subject property is within the area of the Dover Community Association (DCA) and the application was forwarded to the association for their comment. A response from the DCA was received on 2023-APR-18 with a comment that the current proposal was an improvement from the previous 20-storey proposal, but with concerns expressed as summarized below.

1. *Greenspace / Parkland.* The DCA has recommended that additional greenspace be preserved and that a portion of the land be secured for public park. It is Staff's opinion that the amount of outdoor greenspace proposed is appropriate for the scale of the development. The proposed lot coverage is approximately 36%, less than the maximum permitted lot coverage of 40% in the R9 zone. With regards to a public park, this was never secured as condition of rezoning and is not something proposed to be revisited at this stage; however, Staff from the Parks, Recreation, and Culture Department will be reviewing future park opportunities in the Dover Community as part of the Woodgrove Secondary Urban Centre plan review.
2. *Building Setback.* The reduction of the setback from the north property line, from 17.0m to 7.5m, was identified as a concern by the DCA. The applicant has demonstrated that with reduced building height, the potential impacts on properties to the north will be less than under the existing covenant. To address some of the concerns heard from neighbours, the proposed Covenant Amendment will include a greater setback of 10.0m for the uppermost sixth storey. Additionally, through the Development Permit a more significant and robust landscape buffer along the north property line is proposed than what would typically be expected.
3. *Parking.* Concerns regarding parking and traffic along Sentinal Drive have been expressed by the DCA. In an earlier 2021 iteration of the development plans, a second underground parking vehicle ramp was suggested to connect to Sentinal Drive which was removed in the current proposal at Staff's request. All vehicle access to the underground parking will be via the shared driveway from Calinda Street and only an area for pick-up/drop-off and emergency access is proposed on Sentinal Drive.

4. *Public Hearing.* Lastly, the DCA has requested that Council not waive a Public Hearing and that the Covenant Amendment be afforded a hearing per the *Covenant Amendment Process Policy*.

The applicant hosted two public information meetings, on 2022-NOV-16 and 2022-NOV-17, at the Oliver Woods Community Centre to discuss the proposed Covenant Amendment. An invitation to the first meeting was circulated to immediate neighbours, and the wider neighbourhood was invited to the second meeting. Approximately 26 residents attended the first meeting and 12 attended the second meeting. The applicant reported that feedback was mostly positive regarding the lower building height, with some concerns heard with respect to the north property line setback as discussed above. While Council could choose to waive the requirement for a Public Hearing, given that the proposed amendments would reduce the permitted density, Staff recommend that the application proceed to a Public Hearing to allow residents the opportunity to speak to Council. |

#### **SUMMARY POINTS**

- Covenant Amendment Application No. CA17 proposes to discharge and replace existing Section 219 covenants at 6340 McRobb Avenue, in order to facilitate the development of Phases 2 and 3 of a six-storey multi-family residential project.
- Staff are of the opinion that the proposed Covenant Amendment is consistent with *City Plan* and will bring the property in better conformance with the plan than under the existing covenants.
- Development Permit application, DP1260, has been received and consideration of approval for the DP will follow the Covenant Amendment should it be approved. |

#### **ATTACHMENTS**

ATTACHMENT A: Subject Property Map  
ATTACHMENT B: Existing Covenants  
ATTACHMENT C: Letter of Rationale and Proposed Amendments  
ATTACHMENT D: Conceptual Site Plan  
ATTACHMENT E: Building Cross-Section Comparison  
ATTACHMENT F: Shadow Study |

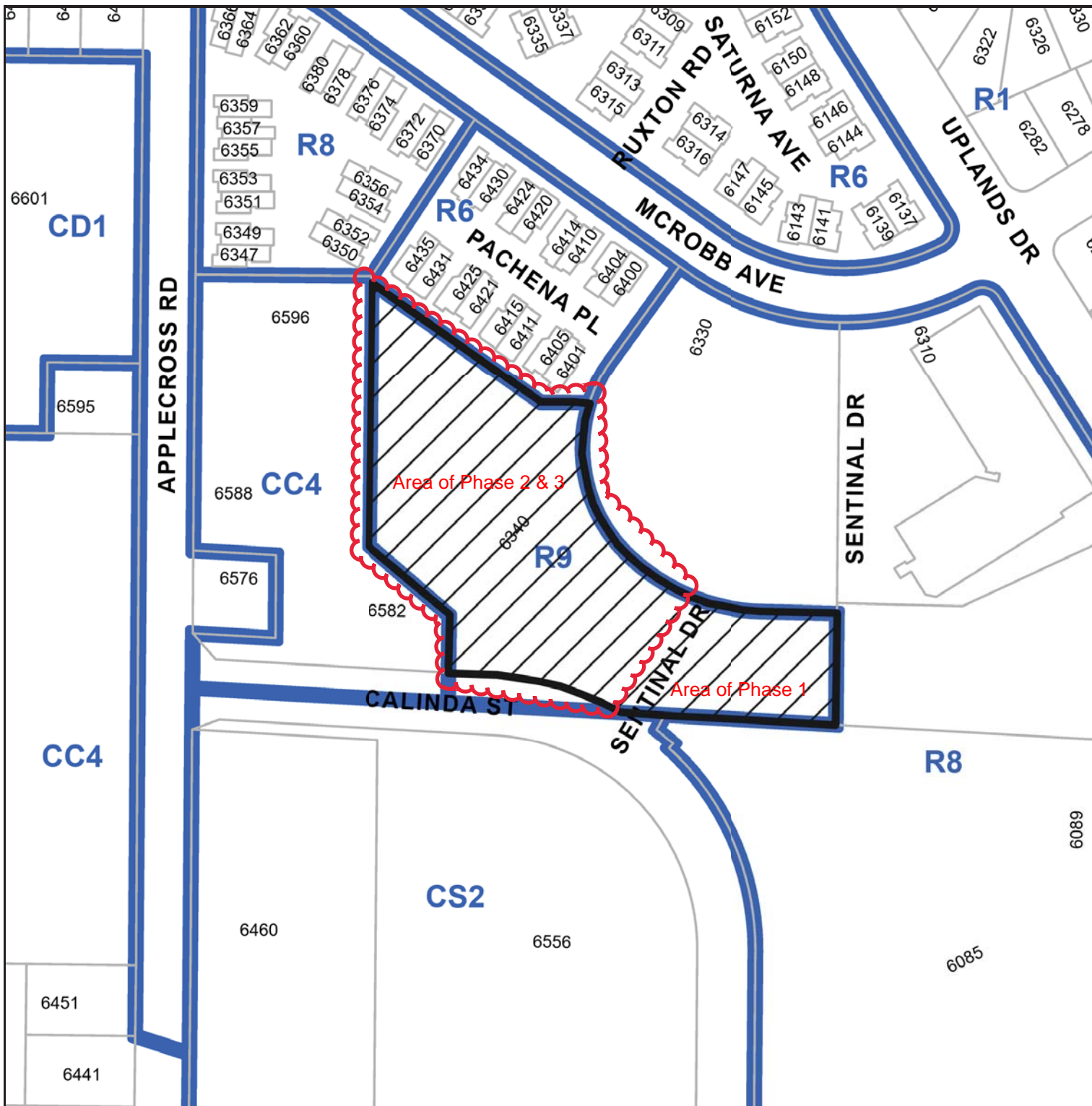
#### **Submitted by:**

Lainya Rowett  
Manager, Current Planning |

#### **Concurrence by:**

Jeremy Holm  
Director, Planning & Development |

# ATTACHMENT A SUBJECT PROPERTY MAP



6340 MCROBB AVENUE

**ATTACHMENT B**  
**EXISTING COVENANTS**

FB226410

2  
 Page 1 of 10 Pages

**GENERAL INSTRUMENT - PART 1**

(This area for Land Title Office use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) **City File: RA000202**

**Brian J. Senini Law Corporation**  
 30 Front Street, P.O. Box 190, Nanaimo, B. C.  
 (Telephone: 754-1234) (Fax: 754-8080) File: 208062

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

(PID) (Legal Description)  
 026-221-268 Lot 4, District Lot 48, Wellington District, Plan VIP78452

3. NATURE OF INTEREST: * Description	DOCUMENT REFERENCE (page and paragraph)	Person Entitled to Interest
S. 219 Land Title Act Covenant	Entire Document	Transferee

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

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

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

5. TRANSFEROR(s): \***GEORGIA VIEW VILLAGE LTD.** (Inc. No. BC0675685)

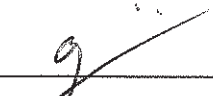
6. TRANSFEREE(s): (including occupation(s), postal address(es) and postal code(s))\*  
**CITY OF NANAIMO**, 455 Wallace Street, Nanaimo, BC V9R 5J6

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.

Execution Date


Officer Signature(s)

  
 BRIAN J. SENINI  
 Barrister & Solicitor  
 P.O. Box 190, 30 Front Street  
 Nanaimo, BC V9R 5K9  
 Tel: (250) 754-1234 • Fax: (250) 754-8080

Y	M	D
08	09	30

Transferor Signature

**GEORGIA VIEW VILLAGE LTD.**  
 by its authorized signatory:

  
 Bruce MacDonald

**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 matter set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.  
 \*\* If space insufficient, continue executions on additional page(s) in Form D.

**RECEIVED**  
**CA17**  
**2021-DEC-24**  
 Current Planning



EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date  
Y M D

Transferor Signature

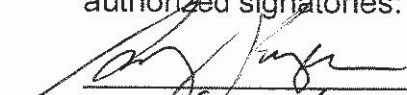
Transferee Signature



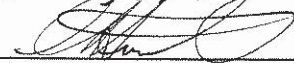
NELDA LOUANNE RICHARDSON  
Commissioner for taking  
Affidavits for British Columbia  
455 Wallace Street  
Nanaimo, BC V9R 5J6

08	10	28
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CITY OF NANAIMO by its duly  
authorized signatories:



Mayor Gary Korpan



Director of Legislative Services

Ian Howat

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

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### WHEREAS:

- A. The Transferor, Georgia View Village Ltd. (the "Owner") is the registered owner in fee simple of the lands described in Item 2(1) of the General Instrument - Part 1 (hereinafter called the "Lands").
- B. The Transferee (the "City") is a municipality duly incorporated under the laws of the Province of British Columbia.
- C. The Council of the City is considering the adoption of proposed Zoning Amendment Bylaw No. 4000.433 concerning the Lands (the "Zoning Amendment Bylaw") and acknowledging that it is in the public interest that the development and use of the Lands be limited, and the amenities the Owner has freely offered be secured by agreement and the Owner wishes to grant and has agreed to enter into this Covenant and to register it against the title to the Lands as a covenant and indemnity under Section 219 of the *Land Title Act*.
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of:
  - (a) the use of land or the use of a building on or to be erected on land;
  - (b) that land is to be built on in accordance with the covenant;
  - (c) that land is not to be built on or subdivided except in accordance with the covenant;
  - (d) that land is not to be used, built on or subdivided;
  - (e) that separate parcels of land are not to be sold or transferred separately;
  - (f) that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state;

may be granted in favour of the municipality and may be registered as a charge against the title to that land.

**NOW THEREFORE**, in consideration of the premises and the payment of ONE DOLLAR (\$1.00) by the City to the Owner and the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree with the other as follows:

1. **Covenant Restricting Building and Use**

1.1 The Owner covenants and agrees that, notwithstanding broader or greater uses permitted in the Zoning Bylaw or other regulations of the City, the Lands shall not be built upon or used except in strict accordance with this Covenant.

2. **Definitions**

2.1 In this Covenant the definitions in the City Zoning Bylaw 1993, No. 4000, as amended from time to time, (the "Zoning Bylaw") shall apply to the interpretation of the terms of this Covenant.

3. **Conditions Subsequent**

3.1 Should the Zoning Amendment Bylaw, or a bylaw of substantially similar content, not be adopted by the Council of the City on or before **December 31, 2008**, the associated development application shall be withdrawn or abandoned and Covenant EW099701 shall remain registered against the Lands, and this Covenant shall be nullified and shall be of no further force and effect.

3.2 Upon nullification of this Covenant under Section 3.1 and upon request by the Owner, the City shall provide the Owner with a discharge of this Covenant, in registrable form.

4. **Restrictions on Development and Community Contribution**

**Building and Parking Restrictions**

4.1 The Owner covenants and agrees that the Lands shall only be built upon and used in accordance with the proposal to construct two 20 storey buildings (the "East Tower" and the "West Tower", collectively, the "Buildings") on the Lands, as presented to the Council of the City for the Zoning Amendment Bylaw, generally in accordance with the "Location Plan, Development Data & Proposed Site Plan" dated January 25, 2008 prepared by Matrix Architecture & Planning Inc., a reduced copy of which is attached hereto as Schedule A, which development shall provide for each of the following:

- (a) a maximum height for the Buildings of 20 storeys and 66 metres;
- (b) a maximum building footprint of 809 m<sup>2</sup> for the West Tower, excluding the underground structure of the Building;
- (c) a maximum building footprint of 838 m<sup>2</sup> for the East Tower, excluding the underground structure of the Building;
- (d) a minimum separation of 23.0 m between the Buildings;

- (e) a minimum setback of 17 metres from the northern property lines of the Lands for the West Tower Building;
- (f) provision for underground vehicle parking to accommodate not less than 95% of the vehicle parking stalls required for any development proposed for the Lands; and
- (g) that there are no surface parking stalls permitted between any adjacent public street and the Buildings or any other buildings constructed on the Lands,

and the Owner acknowledges and agrees that the City shall not be obliged to accept a Building Permit application nor to issue any Building Permit in respect thereof unless all such requirements and restrictions are identified.

- 4.2 No portion of the Lands between any public street and the buildings or any other Buildings on the Lands may be used for surface (i.e. above ground) parking of vehicles.

#### **Community Contribution**

- 4.3 The Owner further covenants and agrees that the Lands shall not be built upon, no Building Permit may be applied for and the City is not obliged to issue any Building Permit in respect of the Lands until the Owner has paid the community contribution it has offered and committed, being the sum of Sixty-Eight Thousand, Eight Hundred and Eighty Dollars (\$68,880.00), without expectation of credit towards other fees, charges, dedication or other requirements of the Transferee or other local authority.

#### **5. Withholding of Permits**

- 5.1 The Owner covenants and agrees that the City may withhold development permits, building permits, occupancy certificates and business licenses as necessary to ensure compliance with the covenants in this Covenant, and the issuance of such a permit, certificate or license does not act as a representation or warranty by the City that the covenants of this Covenant have been satisfied.

#### **6. No Exemption From Jurisdiction**

- 6.1 Nothing contained or implied herein shall prejudice or effect the rights and the powers of the City, in the exercise of its' functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the City.
- 6.2 The construction of any works or services required to be provided by this Covenant shall not confer any exemption or right of set-off from dedication,

development cost charges, connection charges, application fees, user fees or any other fee or charge of whatever nature as may be required as part of subdivision or other processes.

## 7. Indemnity

- 7.1 The Owner shall release, discharge, indemnify and save harmless the City, its officers, employees, contractors and agents at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever whether known or unknown, at law or in equity, for which they become liable, incur or suffer by reason of any personal injury, death, loss of or damage to property, deprivation or economic loss:
- (a) arising out of the restrictions or requirements of this Covenant;
  - (b) arising directly or indirectly from a breach or non-performance of this Covenant by the Owner, its officers, employees, agents, contractors licensees and invitees;
  - (c) arising directly or indirectly from the exercise by the Owner of any rights to use and develop the Lands pursuant to this Covenant or in the fulfilling of its obligations pursuant to this Covenant; or
  - (d) arising directly or indirectly from any intentional act, or from any omission, default or negligence of the Owner, its officers, employees, agents, contractors or invitees in the use and development of the Lands.

## 8. Interest in Land and Enurement

- 8.1 This Covenant shall charge the Lands pursuant to Section 219 of the *Land Title Act* and the burden of all the covenants herein shall run with the Lands and charge the Lands and every parcel into which the Lands may be subdivided.
- 8.2 This Covenant shall enure to the benefit of the City and be binding upon the parties hereto and their respective heirs, executors and assigns.
- 8.3 No liability for any breach of this Covenant occurring after a person has ceased to be an owner of the Lands shall attach to that person.

## 9. Legal Fees

- 9.1 The Owner shall pay the legal fees of the City in connection with the review and registration of this Covenant. This is a personal covenant only.

## 10. Donative Intent

- 10.1 The Owner acknowledges that the City or its officials, employees or agents, has not stated, held out or implied any expectation or requirement that the covenants must be provided in order for the Owner's rezoning application to

be approved, but rather the Owner hereby expresses its intention to voluntarily donate the covenants in this Covenant to the City, and be bound by them, without any expectation of payment or reward of any kind. The Owner further releases, waives and forever discharges the City from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages, deprivation or losses, or for the recovery of costs incurred, whether known or unknown, in connection with the provision of these voluntary covenants.

## 11. Approvals

- 11.1 Wherever in this Covenant the approval of the General Manager of Development Services is required, or some act or thing is to be done to the satisfaction of the General Manager of Development Services:
- (a) such provision shall not be deemed to have been fulfilled or waived unless the approval is in writing signed by the General Manager of Development Services, and no prior approval and no condoning, excusing or overlooking by the City or the General Manager of Development Services on previous occasions when such approval or satisfaction was required shall be taken to operate as a waiver of the necessity for such approval or satisfaction wherever required by this Covenant;
  - (b) such approval may be given on terms and conditions, and security may be required to be posted to ensure compliance with the terms and conditions of any approval given; and
  - (c) the discretion of the General Manager of Development Services shall be contractual only, and shall not be subject to public law duties, and the principles of procedural fairness and the rules of natural justice shall have no application.

## 12. Non-enforcement

- 12.1 The Owner and the City agree that the enforcement of this Covenant shall be entirely within the discretion of the City and that the execution and registration of this Covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the City to the Owner or to any other person to enforce any provision or the breach of any provision of this Covenant.

## 13. Miscellaneous

### No Derogation

- 13.1 Nothing contained or implied herein shall limit or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act*, or any other enactment, and all such powers and rights may be fully exercised in relation to the Lands as if this Covenant had not been granted by the Owner.

**Priority**

- 13.2 The Owner shall do or cause to be done all things necessary to obtain priority for this Covenant over all charges and encumbrances which are registered against title to the Lands in the Land Title Office save before registration of this Covenant, and except charges which have been granted to the City.

**Further Acts**

- 13.3 The Owner shall do and cause to be done all things and shall execute and cause to be executed all plans, documents and other instruments which may be necessary to give proper effect to this Covenant.

**Performance at Cost of Owner**

- 13.4 Wherever the Owner requests that something be done or is obliged or required to do or cause to be done any act, matter or thing, such act, matter or thing shall be done by the Owner at its sole expense.

**Entire Agreement**

- 13.5 This Covenant is the entire agreement between the parties and the City has made no representations, warranties, guarantees, promises, covenants or agreements, (oral or otherwise) to or with the Owner in relation to the subject matter of this Covenant other than those expressed in writing in this Covenant.

**Amendment**

- 13.6 No amendment to this Covenant shall be valid unless made in writing and executed by the parties.

**Interpretation**

- 13.7 Wherever the singular or masculine is used in this Covenant, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context so requires.
- 13.8 Wherever the expressions "Owner", "Transferor" and "Transferee" are used herein they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

**Severance**

- 13.9 All provisions of this Covenant are to be construed as independent covenants and should any section, or lesser portion of this Covenant be held invalid or unenforceable by a Court of competent jurisdiction, that portion shall be severed and the invalidity or unenforceability of such section or portion shall

not affect the validity of the remainder, which shall remain binding on the Owner and shall charge the Lands.

**Joint and Several Liability**

13.10 In the case of more than one person acting together as Owner, the grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities of the Owner under this Covenant shall be construed and held to be several as well as joint.

**14. Time**

14.1 Time is of the essence of this Covenant.

**15. Counterparts**

15.1 This Covenant may be executed in one or more counterparts which together shall be deemed to constitute one Covenant in writing.

**16. Execution**

16.1 As evidence of its agreement to be bound by the above terms the Owner has executed and delivered this Covenant by executing the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Covenant has been duly executed and delivered by the parties executing the Form C (Page 1) and the Form D (Page 2) attached hereto.





Date: 09/01/22 TITLE SEARCH PRINT - VICTORIA  
 Requestor: (PA74376) BRIAN J. SENINI, BARRISTER & SOLICITOR  
 TITLE - EX24797

Time: 13:44:10  
 Page: 001

## SECTION 98 LAND TITLE ACT

VICTORIA LAND TITLE OFFICE TITLE NO: EX24797  
 FROM TITLE NO: EW142713  
 EW81079

APPLICATION FOR REGISTRATION RECEIVED ON: 08 MARCH, 2005  
 ENTERED: 15 MARCH, 2005

REGISTERED OWNER IN FEE SIMPLE:  
 GEORGIA VIEW VILLAGE LTD., 675685  
 #2 - 6421 APPECROSS ROAD  
 NANAIMO, BC  
 V9V 1N1

TAXATION AUTHORITY:  
 CITY OF NANAIMO

DESCRIPTION OF LAND:  
 PARCEL IDENTIFIER: 026-221-268  
 LOT 4 DISTRICT LOT 48 WELLINGTON DISTRICT PLAN VIP78452

## LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT EX124369 OVER THAT PART OF LOT 1,  
 PLAN VIP78452 AS SHOWN ON PLAN VIP79660

HERETO IS ANNEXED EASEMENT EX124370 OVER THAT PART OF LOT 2,  
 PLA VIP78452 AS SHOWN ON PLAN VIP79660

HERETO IS ANNEXED EASEMENT EX124371 OVER THAT PART OF LOT 3,  
 PLAN VIP78452 AS SHOWN ON PLAN VIP79660

HERETO IS ANNEXED EASEMENT EX124373 OVER THAT PART OF LOT 5,  
 PLAN VIP78452 AS SHOWN ON PLAN VIP79660

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
 GOVERNMENT ACT, SEE EX12539

HERETO IS ANNEXED EASEMENT FA24816 OVER LOT 2 PLAN VIP78452

HERETO IS ANNEXED EASEMENT FB181024 OVER THAT PART OF LOT 6,  
 PLAN VIP78452 AS SHOWN ON PLAN VIP85142

## CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

## EXCEPTIONS AND RESERVATIONS

M76300

REGISTERED OWNER OF CHARGE:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

M76300

REMARKS: AFB 9.693.7434A, DD 23763, SECTION 172(3)

CONTINUES ON PAGE 002

Date: 09/01/22 TITLE SEARCH PRINT - VICTORIA Time: 13:44:10  
 Requestor: (PA74376) BRIAN J. SENINI, BARRISTER & SOLICITOR Page: 002  
 TITLE - EX24797

FOR ACTUAL DATE AND TIME OF REGISTRATION SEE  
 ORIGINAL GRANT FROM E AND N RAILWAY COMPANY

## UNDERSURFACE AND OTHER EXC &amp; RES

EC20513 1989-02-28 11:29  
 REGISTERED OWNER OF CHARGE:  
 HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
 BRITISH COLUMBIA  
 EC20513  
 REMARKS: INTER ALIA  
 SECTION 47 LAND ACT; DD EC18123

## STATUTORY RIGHT OF WAY

EX124365 2005-09-29 15:00  
 REGISTERED OWNER OF CHARGE:  
 CITY OF NANAIMO  
 EX124365  
 REMARKS: INTER ALIA  
 PART AS SHOWN ON PLAN VIP62292

## STATUTORY RIGHT OF WAY

EX124367 2005-09-29 15:00  
 REGISTERED OWNER OF CHARGE:  
 CITY OF NANAIMO  
 EX124367  
 REMARKS: INTER ALIA  
 PART AS SHOWN ON PLAN VIP79659

## EASEMENT

EX124372 2005-09-29 15:01  
 REMARKS: PART AS SHOWN ON PLAN VIP79660 APPURTENANT TO  
 LOTS 1, 2, 3, AND 5, PLAN VIP78452

## STATUTORY RIGHT OF WAY

EX157661 2005-12-09 14:47  
 REGISTERED OWNER OF CHARGE:  
 CITY OF NANAIMO  
 EX157661  
 REMARKS: INTER ALIA  
 PART AS SHOWN ON PLAN VIP79660

## STATUTORY RIGHT OF WAY

FA24817 2006-02-27 09:17  
 REGISTERED OWNER OF CHARGE:  
 CITY OF NANAIMO  
 FA24817

## STATUTORY RIGHT OF WAY

FA40746 2006-04-03 13:44  
 REGISTERED OWNER OF CHARGE:



Land Title Act

Form C

(Section 219.81)

Province of British Columbia

FB287634

31 JUL 2009 10 06

FB287633

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use) Page 1 of 8 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) City File: RA000202
Brian J. Senini Law Corporation
30 Front Street, P.O. Box 190, Nanaimo, B. C.
(Telephone: 754-1234) (Fax: 754-8080) File: 208062

2. PARCEL IDENTIFIER(s) AND LEGAL DESCRIPTION(s) OF LAND:\*
(PID) (Legal Description)
026-221-268 Lot 4, District Lot 48, Wellington District, Plan VIP78452

Table with 3 columns: NATURE OF INTEREST: \* Description, DOCUMENT REFERENCE (page and paragraph), Person Entitled to Interest. Rows include S. 219 Land Title Act Covenant and Modification of Covenant FB226410.

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms [] D.F. No.
(b) Express Charge Terms [X] Annexed as Part 2
(c) Release [] There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(s): \*GEORGIA VIEW VILLAGE LTD. (Inc. No. BC0675685)

6. TRANSFEREE(s): (including occupation(s), postal address(es) and postal code(s))\*
CITY OF NANAIMO, 455 Wallace Street, Nanaimo, BC V9R 5J6

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)

BRIAN J. SENINI
Barrister & Solicitor
P.O. Box 190, 30 Front Street
Nanaimo, BC V9R 5K9
Tel: (250) 754-1234 • Fax (250) 754-8080

Execution Date table with columns Y, M, D and values 09, 07, 21.

Transferor Signature

GEORGIA VIEW VILLAGE LTD.
by its authorized signatory:

Bruce MacDonald

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 matter set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

\*\* If space insufficient, continue executions on additional page(s) in Form D.

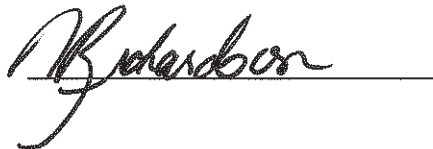
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date  
Y M D

Transferor Signature

Transferee Signature

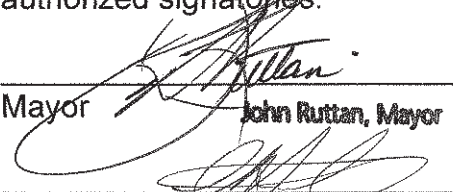


NELDA LOUANNE RICHARDSON  
Commissioner for taking  
Affidavits for British Columbia  
455 Wallace Street  
Nanaimo, BC V9R 5J6

09	07	28
----	----	----

CITY OF NANAIMO by its duly  
authorized signatories.

Mayor



John Rutan, Mayor

Director of Legislative Services

Ion Howat

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

---

### WHEREAS:

- A. The Transferor, Georgia View Village Ltd. (the "Owner") is the registered owner in fee simple of the lands described in Item 2(1) of the General Instrument - Part 1 (hereinafter called the "Lands").
- B. The Transferee (the "City") is a municipality duly incorporated under the laws of the Province of British Columbia.
- C. The Council of the City is considering the adoption of proposed Zoning Amendment Bylaw No. 4000.433 concerning the Lands (the "Zoning Amendment Bylaw") and, acknowledging that it is in the public interest that the development and use of the Lands be limited, and that the amenities the Owner has freely offered be secured by agreement, and the Owner wishes to grant and has agreed to enter into this Covenant and to register it against the title to the Lands as a covenant and indemnity under Section 219 of the *Land Title Act*.
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of:
  - (a) the use of land or the use of a building on or to be erected on land;
  - (b) that land is to be built on in accordance with the covenant;
  - (c) that land is not to be built on or subdivided except in accordance with the covenant;
  - (d) that land is not to be used, built on or subdivided;
  - (e) that separate parcels of land are not to be sold or transferred separately;
  - (f) that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state;

may be granted in favour of the municipality and may be registered as a charge against the title to that land.

**NOW THEREFORE**, in consideration of the premises and the payment of ONE DOLLAR (\$1.00) by the City to the Owner and the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree with the other as follows:

### 1. Additional Community Contribution

- 1.1 Notwithstanding the community contribution in the amount of \$68,800.00 to be paid by the Owner to the City in accordance with Section 4.3 of Covenant

FB226410 registered against the title of the Lands, the Owner further covenants and agrees that the Lands shall not be built upon, no Building Permit may be applied for and the City is not obliged to issue any Building Permit in respect of the Lands until the Owner has paid a second community contribution in the sum of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) which it has offered and committed to pay without expectation of credit towards other fees, charges, dedications or other requirements of the City or other local authority in consideration of an increase in the maximum height of the Buildings from 50 to 66 metres to accommodate an increase in the number of permitted storeys of the Buildings from 15 to 20.

**2. Withholding of Permits**

2.1 The Owner covenants and agrees that the City may withhold development permits, building permits, occupancy certificates and business licenses as necessary to ensure compliance with the covenants in this Covenant, and the issuance of any such permit, certificate or license does not act as a representation or warranty by the City that the covenants of this Covenant have been satisfied.

**3. No Exemption From Jurisdiction**

3.1 Nothing contained or implied herein shall prejudice or effect the rights and the powers of the City, in the exercise of its' functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the City.

3.2 The construction of any works or services required to be provided by this Covenant shall not confer any exemption or right of set-off from dedication, development cost charges, connection charges, application fees, user fees or any other fee or charge of whatever nature as may be required as part of subdivision or other processes.

**4. Indemnity**

4.1 The Owner shall release, discharge, indemnify and save harmless the City, its officers, employees, contractors and agents at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever whether known or unknown, at law or in equity, for which they become liable, incur or suffer by reason of any personal injury, death, loss of or damage to property, deprivation or economic loss:

(a) arising out of the restrictions or requirements of this Covenant;



- (b) arising directly or indirectly from a breach or non-performance of this Covenant by the Owner, its officers, employees, agents, contractors licensees and invitees;
- (c) arising directly or indirectly from the exercise by the Owner of any rights to use and develop the Lands pursuant to this Covenant or in the fulfilling of its obligations pursuant to this Covenant; or
- (d) arising directly or indirectly from any intentional act, or from any omission, default or negligence of the Owner, its officers, employees, agents, contractors or invitees in the use and development of the Lands.

**5. Interest in Land and Enurement**

5.1 This Covenant shall charge the Lands pursuant to Section 219 of the *Land Title Act* and the burden of all the covenants herein shall run with the Lands and charge the Lands and every parcel into which the Lands may be subdivided.

5.2 This Covenant shall enure to the benefit of the City and be binding upon the parties hereto and their respective heirs, executors and assigns.

5.3 No liability for any breach of this Covenant occurring after a person has ceased to be an owner of the Lands shall attach to that person.

**6. Legal Fees**

6.1 The Owner shall pay the legal fees of the City in connection with the review and registration of this Covenant. This is a personal covenant only.

**7. Donative Intent**

7.1 The Owner acknowledges that the City or its officials, employees or agents, has not stated, held out or implied any expectation or requirement that the covenants must be provided in order for the Owner's rezoning application to be approved, but rather the Owner hereby expresses its intention to voluntarily donate the covenants in this Covenant to the City, and be bound by them, without any expectation of payment or reward of any kind. The Owner further releases, waives and forever discharges the City from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages, deprivation or losses, or for the recovery of costs incurred, whether known or unknown, in connection with the provision of these voluntary covenants.

**8. Approvals**

8.1 Wherever in this Covenant the approval of the City is required, or some act or thing is to be done to the satisfaction of the City, it shall require the approval or satisfaction as the case may be of the General Manager of Development Services:

- (a) such provision shall not be deemed to have been fulfilled or waived unless the approval is in writing signed by the General Manager of Development Services, and no prior approval and no condoning, excusing or overlooking by the City or the General Manager of Development Services on previous occasions when such approval or satisfaction was required shall be taken to operate as a waiver of the necessity for such approval or satisfaction wherever required by this Covenant;
- (b) such approval may be given on terms and conditions, and security may be required to be posted to ensure compliance with the terms and conditions of any approval given; and
- (c) the discretion of the General Manager of Development Services shall be contractual only, and shall not be subject to public law duties, and the principles of procedural fairness and the rules of natural justice shall have no application.

**9. Non-enforcement**

9.1 The Owner and the City agree that the enforcement of this Covenant shall be entirely within the discretion of the City and that the execution and registration of this Covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the City to the Owner or to any other person to enforce any provision or the breach of any provision of this Covenant.

**10. Miscellaneous**

**No Derogation**

10.1 Nothing contained or implied herein shall limit or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act*, or any other enactment, and all such powers and rights may be fully exercised in relation to the Lands as if this Covenant had not been granted by the Owner.

### **Priority**

- 10.2 The Owner shall do or cause to be done all things necessary to obtain priority for this Covenant over all charges and encumbrances which are registered against title to the Lands in the Land Title Office save before registration of this Covenant, and except charges which have been granted to the City.

### **Further Acts**

- 10.3 The Owner shall do and cause to be done all things and shall execute and cause to be executed all plans, documents and other instruments which may be necessary to give proper effect to this Covenant.

### **Performance at Cost of Owner**

- 10.4 Wherever the Owner requests that something be done or is obliged or required to do or cause to be done any act, matter or thing, such act, matter or thing shall be done by the Owner at its sole expense.

### **Entire Agreement**

- 10.5 This Covenant is the entire agreement between the parties and the City has made no representations, warranties, guarantees, promises, covenants or agreements, (oral or otherwise) to or with the Owner in relation to the subject matter of this Covenant other than those expressed in writing in this Covenant.

### **Amendment**

- 10.6 No amendment to this Covenant shall be valid unless made in writing and executed by the parties.

### **Interpretation**

- 10.7 Wherever the singular or masculine is used in this Covenant, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context so requires.
- 10.8 Wherever the expressions "Owner", "Owner" and "City" are used herein they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

**Severance**

10.9 All provisions of this Covenant are to be construed as independent covenants and should any section, or lesser portion of this Covenant be held invalid or unenforceable by a Court of competent jurisdiction, that portion shall be severed and the invalidity or unenforceability of such section or portion shall not affect the validity of the remainder, which shall remain binding on the Owner and shall charge the Lands.

**Joint and Several Liability**

10.10 In the case of more than one person acting together as Owner, the grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities of the Owner under this Covenant shall be construed and held to be several as well as joint.

**11. Time**

11.1 Time is of the essence of this Covenant.

**12. Counterparts**

12.1 This Covenant may be executed in one or more counterparts which together shall be deemed to constitute one Covenant in writing.

**13. Execution**

13.1 As evidence of its agreement to be bound by the above terms the Owner has executed and delivered this Covenant by executing the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

**14. Modification of Covenant FB226410**

14.1 The Owner and the City hereby agree that Covenant No. FB226410 is modified by deleting paragraphs 3.1 and 3.2.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Covenant has been duly executed and delivered by the parties executing the Form C (Page 1) and the Form D (Page 2) attached hereto.

VICTORIA LAND TITLE OFFICE

CA8431401

LAND TITLE ACT Sep-16-2020 09:43:48.001  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Ryan Anthony Bortolin APHDIH  
Digitally signed by Ryan Anthony Bortolin APHDIH  
Date: 2020.09.16 09:31:32 -07'00'

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

STEWART McDANNOLD STUART  
BARRISTERS & SOLICITORS  
2nd FLOOR - 837 BURDETT AVENUE  
VICTORIA BC V8W 1B3  
Document Fees: \$74.87

Tel.: 250 380-7744 Fax.: 250 380-3008  
File No.: 194 1426 RB-jn

Modification of FB287633

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]  
**026-221-268 LOT 4 DISTRICT LOT 48 WELLINGTON DISTRICT PLAN VIP78452**

STC? YES

3. NATURE OF INTEREST

**Modification**

CHARGE NO.

FB287633

ADDITIONAL INFORMATION

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):

**6340 MCROBB HOLDINGS LTD. (INC.NO. BC1162503)**

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

**CITY OF NANAIMO**

455 WALLACE ST

NANAIMO

BRITISH COLUMBIA

V9R 5J6

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)

Wen Bing Zhang

Notary Public

#6 - 2150 Bowen Road

Nanaimo, BC V9S 1H7

Tel: 250-758-3347

Fax: 250-758-1415

Permanent Commission

Execution Date

Y	M	D
20	08	28

Transferor(s) Signature(s)

6340 MCROBB HOLDINGS LTD.  
(INC.NO. BC1162503), by its  
authorized signatory(ies):

Name: Ahmet Nishori

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 4 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Sky E. Snelgrove

Commissioner for Taking Affidavits in British Columbia

Expiry Date: 2022-JUN-30

City of Nanaimo

455 Wallace Street, Nanaimo, BC V9R  
5J6

Y	M	D
20	09	03

\_\_\_\_\_  
CITY OF NANAIMO, by its authorized  
signatory(ies):

\_\_\_\_\_  
Name: Leonard Krog, Mayor

\_\_\_\_\_  
Name: Karen Robertson D/Corporate  
Officer

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**

---

**WHEREAS:**

- A. The Transferor, 6340 McRobb Holdings Ltd., (the "**Owner**") is the registered owner of the following lands and premises:
- PID: 026-221-268  
LOT 4 DISTRICT LOT 48 WELLINGTON DISTRICT PLAN VIP78452
- (the "**Lands**");
- B. The Transferee is the City of Nanaimo (the "**City**");
- C. A Covenant was registered against title to the Lands in favour of the City on July 31, 2009, at the Victoria Land Title Office, pursuant to section 219 of the Land Title Act, under registration numbers FB287633, (the "**Section 219 Covenant**");
- D. The Owner and the City have agreed to modify the Section 219 Covenant as provided herein (the "**Modification Agreement**").

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

1. The Section 219 Covenant is modified by adding the following to the end of section 1:

"For certainty, payment of the second community contribution of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) is not required prior to construction of the six-story multi-family residential building authorized by section 4.2.1 of Covenant FB226410 registered against title to the Lands. It is only required prior to any construction of either of the two 20-story buildings permitted under section 4.1 of Covenant FB226410."
2. Except as hereby expressly modified, the Section 219 Covenant is hereby ratified and confirmed by the Owner and City to the effect and with the intent that the Section 219 Covenant and this Modification Agreement shall read and be construed as one document.
3. No alteration or amendment of this Modification Agreement or the Section 219 Covenant shall have effect unless the same is in writing and duly executed by the parties to be charged.
4. This Modification Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
5. All terms used in this Modification Agreement which are defined in the Section 219 Covenant will have the meaning ascribed to such terms in the Section 219 Covenant unless defined in this Modification Agreement or the context otherwise requires.

Page 4

6. In the event of any conflict between the terms and conditions of the Section 219 Covenant and the terms and conditions of the Modification Agreement, the terms and conditions of the Modification Agreement will prevail.
7. The Owner shall pay the legal fees of the City in connection with the review and registration of this Modification Agreement. This is a personal covenant only.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.



VICTORIA LAND TITLE OFFICE

CA8431402

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

Sep-16-2020 09:43:48.002

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Ryan Anthony  
Bortolin APHDIH

Digitally signed by Ryan  
Anthony Bortolin APHDIH  
Date: 2020.09.16  
09:31:15 -07'00'

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

STEWART McDANNOLD STUART  
BARRISTERS & SOLICITORS  
2nd FLOOR - 837 BURDETT AVENUE  
VICTORIA BC V8W 1B3  
Document Fees: \$74.87

Tel.: 250 380-7744 Fax.: 250 380-3008  
File No.: 194 1426 RB-jn

Modification of FB226410

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]  
**026-221-268 LOT 4 DISTRICT LOT 48 WELLINGTON DISTRICT PLAN VIP78452**

STC? YES

3. NATURE OF INTEREST

**Modification**

CHARGE NO.

FB226410

ADDITIONAL INFORMATION

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):

**6340 MCROBB HOLDINGS LTD. (INC.NO. BC1162503)**

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

**CITY OF NANAIMO**

455 WALLACE ST

NANAIMO

BRITISH COLUMBIA

V9R 5J6

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)

Wen Bing Zhang

Notary Public

#6 - 2150 Bowen Road

Nanaimo, BC V9S 1H7

Tel: 250-758-3347

Fax: 250-758-1415

Permanent Commission

Execution Date

Y	M	D
20	08	28

Transferor(s) Signature(s)

6340 MCROBB HOLDINGS LTD.  
(INC.NO. BC1162503), by its  
authorized signatory(ies):

Name: Ahmet Nishori

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Sky E. Snelgrove

Commissioner for Taking Affidavits in British Columbia

Expiry Date: 2022-JUN-30

City of Nanaimo

455 Wallace Street, Nanaimo, BC V9R  
5J6

Y	M	D
20	09	03

\_\_\_\_\_  
CITY OF NANAIMO, by its authorized  
signatory(ies):

\_\_\_\_\_  
Name: Leonard Krog, Mayor

\_\_\_\_\_  
Name: Karen Robertson D/Corporate  
Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**

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**WHEREAS:**

- A. The Transferor, 6340 McRobb Holdings Ltd. (the "**Owner**") is the registered owner of the following lands and premises:
- PID: 026-221-268  
LOT 4 DISTRICT LOT 48 WELLINGTON DISTRICT PLAN VIP78452
- (the "**Lands**");
- B. The Transferee is the City of Nanaimo (the "**City**");
- C. A Covenant was registered against title to the Lands in favour of the City, on November 4, 2009 at the Victoria Land Title Office, pursuant to section 219 of the *Land Title Act*, under registration number FB226410 (the "**Section 219 Covenant**");
- D. Another Covenant was registered against title to the Lands in favour of the City on July 31, 2009, at the Victoria Land Title Office, pursuant to section 219 of the *Land Title Act*, under registration numbers FB287633 and FB287534 ("**Covenant FB287634**");
- E. In part, Covenant FB287634 modified the Section 219 Covenant;
- F. The Owner and the City have agreed to further modify the Section 219 Covenant as provided herein (the "**Modification Agreement**").

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

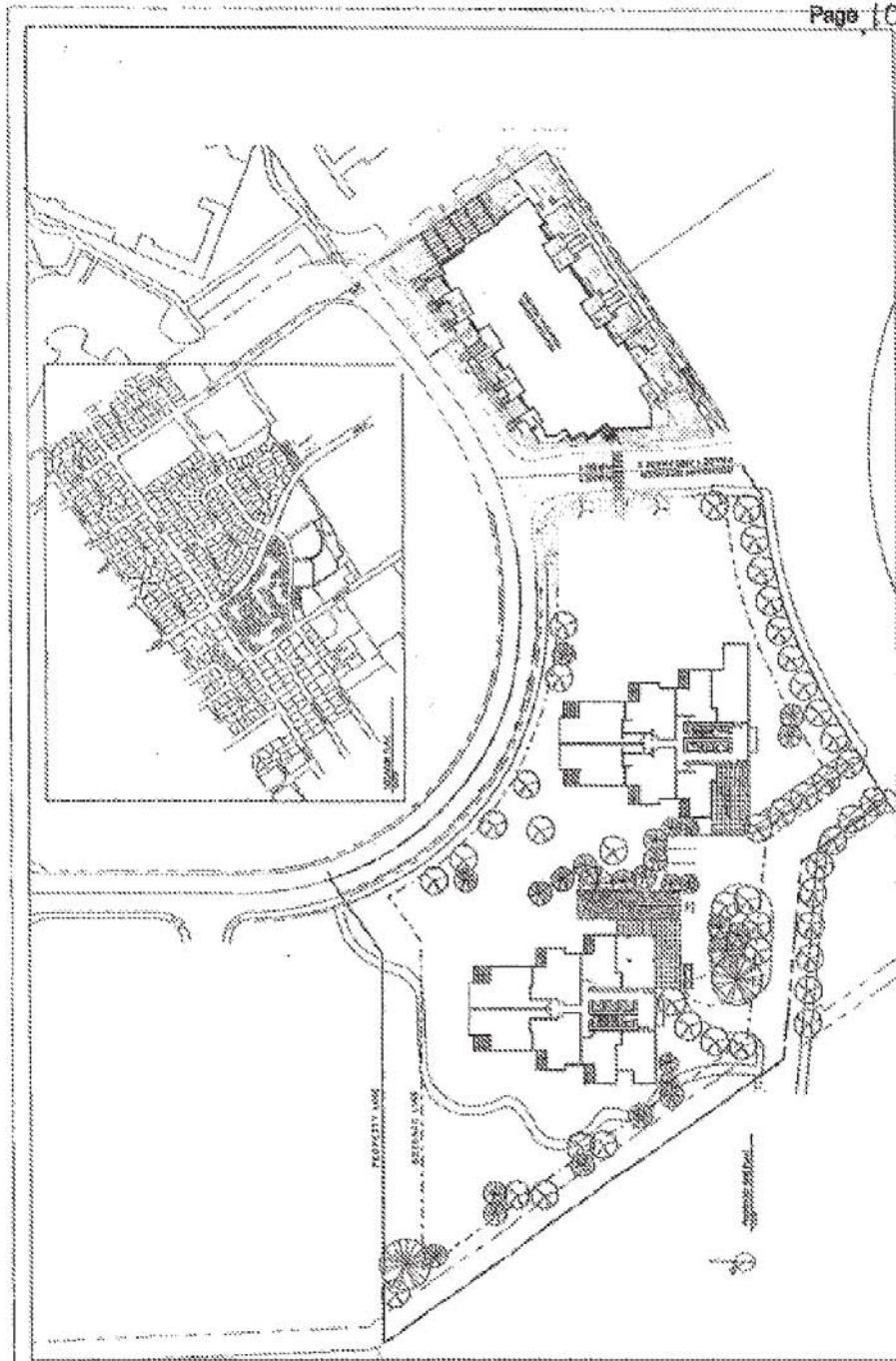
1. The Section 219 Covenant is further modified as follows:
  - (a) Section 4.2.1 is added as follows, between sections 4.2 and 4.3:

"Notwithstanding section 4.1, the Parties agree that despite Schedule A depicting an eight-unit development on the eastern portion of the Lands, in addition to construction of the Buildings described in section 4.1, the Lands shall only be built upon and used to construct a six-story multi-family residential building on the eastern portion of the Lands, as shown on the plan attached as Schedule B to this Modification Agreement."
  - (b) The Schedule to this Modification Agreement is hereby added as Schedule B to Covenant FB226410.
2. Except as hereby expressly modified in this Modification Agreement, and as modified by Covenant FB287634, the Section 219 Covenant is hereby ratified and confirmed by the Owner and the City to the effect and with the intent that the Section 219 Covenant and this Modification Agreement shall read and be construed as one document.

3. No alteration or amendment of this Modification Agreement or the Section 219 Covenant shall have effect unless the same is in writing and duly executed by the parties to be charged.
4. This Modification Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
5. All terms used in this Modification Agreement which are defined in the Section 219 Covenant will have the meaning ascribed to such terms in the Section 219 Covenant unless defined in this Modification Agreement or the context otherwise requires.
6. In the event of any conflict between the terms and conditions of the Section 219 Covenant and the terms and conditions of the Modification Agreement, the terms and conditions of the Modification Agreement will prevail.
7. The Owner shall pay the legal fees of the Transferee in connection with the review and registration of this Modification Agreement. This is a personal covenant only.

**IN WITNESS WHEREOF** the parties hereto hereby 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 B to Covenant FB226410**



# ATTACHMENT C

## LETTER OF RATIONALE AND PROPOSED AMENDMENTS



PO BOX 160 | LANTZVILLE, BC | V0R 2H0 | t: (250).797.2515 | e: scott@townsiteplanning.ca | w: townsiteplanning.ca

May 18, 2023

City of Nanaimo  
455 Wallace St., Nanaimo  
BC V9R 5J6

Your File: CA000017  
Our File: 22-04 McRobb / MINT

*\*Sent electronically to caleb.horn@nanaimo.ca*

**Attn: Caleb Horn, Planner**

**Re: CA000017 - Updated Section 219 Covenant Amendment Application, 6340 McRobb Avenue**

Dear Mr. Horn,

Following the original December 24, 2021 application submission from Williamson & Associates, and further to recent discussions regarding the above, we are pleased to provide an updated covenant amendment application in relation to rezoning covenants FB226410 and FB2877633 and modifications FB287634, CA8431401 and CA8431402, all registered against the title of Lot 4, District Lot 48, Wellington District, Plan VIP78452 (6340 McRobb Avenue).

### Background

The subject property has been the subject of a number of zoning changes and development proposals over the past 20 years. The unique elements of those previous development proposals (15 and 20-storey towers) created the need for a number of site-specific developments restrictions and commitments.

Phase 1 of this development represents the eastern portion of the site located on the east and south side of Sentinel Drive. Phase 1 contains a 6-storey multi-family residential building detailed by Modification CA8431402, which has received a development permit and a building permit application has been submitted (anticipated to be issued in early 2023). The community contribution for Phase 1 is \$68,880.00, as set out in Covenant FB226410.

For clarity, this updated covenant amendment application does not contemplate or request any further changes as it relates to the Phase 1 project and is instead focussed solely on what is now Phase 2 which is located on the lands located west of Sentinel Drive.

Phase 2 currently contemplate the construction of two 20-storey towers built above underground parking and a total of 308 residential units. The updated proposal involves a move away from the current tower proposal and would instead see the construction of two 6-storey buildings with a total

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of 266 residential units. In order to facilitate this updated development proposal, the existing covenants will require further modification to address those regulatory requirements that were specifically established in relation to the significant building height associated with those proposals.

As outlined in Williamson & Associates cover letter submitted with the original application (December 24, 2001), the original rezoning of this property took place in 2004 (allowing for 15-storeys) and was amended in 2008-2009 (increase in building height to 20-storeys). The conceptual site plan being pursued at that time was attached as Schedule A of Covenant FB226410.

Registered zoning related covenants:

- a. Covenant FB226410 is the City of Nanaimo's 2008 Zoning Amendment Covenant for Lot 4. This covenant contains development restrictions to Lot 4 and includes:
  - i. maximum building height,
  - ii. maximum footprint of two towers,
  - iii. separation between the towers,
  - iv. 17m setback from Lot 5,
  - v. Underground and surface parking restrictions, and
  - vi. Community Contribution to be paid at Building Permit Application
- b. Covenant FB287633 and Modification FB287634 – This is a City of Nanaimo Covenant and Covenant Modification. The Covenant portion of the charge specifies an additional community contribution to be paid. The Modification portion removes Sections 3.1 and 3.2 in Covenant FB226410.
- c. Modification CA8431401 – This is a City of Nanaimo Covenant Modification to Covenant FB226410 specifying that a portion of the community contribution specified in the FB287633 is required prior to construction of the two towers on the western portion of the lands and not prior to construction of the eastern portion of the development.
- d. Modification CA8431402 – This is a City of Nanaimo Covenant Modification to Covenant FB226410 specifying that the eastern portion of Lot 4 can be developed into a 6-storey multi-family residential building.

## Updated Development Proposal & Rationale

The residential housing market in Nanaimo has significantly evolved and matured in recent years. What was once a community dominated by low-density single-family homes is seeing increased demand and need for density and significant growth in multi-family medium density housing options.

Nearly all of the City's taller multi-story buildings (7 storeys+) are located in the general vicinity of downtown Nanaimo. There are currently not any buildings taller than six (6) storeys located in the

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Woodgrove area. The 20-storey tower proposal was always going to be a very unique project at this location. While the City's new OCP does now generally support the construction of buildings up to 12 storeys in height in the Woodgrove area, the majority of the multi-family development in this area is anticipated to be in the 4-6 storey range. We believe that the reduction to two six-story buildings is supportable for a number of reasons, including:

- The City's new OCP does not explicitly support the construction of 20-story towers in the Woodgrove area;
- The 4-6 storey building model is the predominant building form throughout the plan for the nearby and recently approved Bowers District, reinforcing a template and strong rationale for this building form in the area;
- The directly adjoining properties also provide an important comparison and context for the most suitable form of development on this particular site. The nearby surrounding developments are a mix of patio homes and 4-6 storey buildings (previously constructed or approved for construction). While the excess height was previously deemed to be an acceptable building form for this site, the two six (6) storey buildings will be much more consistent and in keeping with the existing neighbourhood character; and,
- The costs associated with constructing Part 3 buildings above 6-storeys (maximum wood-frame building height under the British Columbia Building Code) increase significantly due to the need for steel and concrete construction.

The updated development concept would result in the construction of 266 residential units, representing a reduction of 42 units (or approximately 14%) when compared to the 308 unit 20-story tower proposal. As currently presented, the new 6-story proposal would fit within the existing parameters of the existing R9 zoning and therefore does not require any amendment to the current zoning, nor are any variances anticipated to be required at the Development Permit stage.

The design continues to provide for two separate and roughly equal-sized buildings which will help to break up the massing on the site (see attached Schedule A for updated Site Plan). Significantly decreasing the building height while maintaining a similar overall unit count means that the building footprints will need to be expanded. This will necessitate the removal of the 17.0 m setback from the northern property boundary. This increased setback was established specifically in response to the significant building height associated with the 15/20 storey tower proposals.

With the proposed reduction to 6-storeys, we believe that the default setback in the R9 zone (7.5 m setback for all property boundaries) is more than adequate. We also propose to set back the upper (6<sup>th</sup>) floor on the northern face of the western building in Phase 2 by an additional 2.5 m (10.0 m from the property line) in order to reduce the massing impact on existing properties to the north.

For reference, please see attached Schedule B, which provides for a cross-section of the site through to the north property line and the units located on Pachena Place. Although closer to the property line with the existing units on Pachena Place, the 6-storey building is clearly far less imposing and impactful than the 20-storey tower would be for those existing units. For information purposes, we



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have also provided a copy of the proposed northern building elevation (see attached Schedule C) in order to illustrate the anticipated building form and character (to be confirmed through the Development Permit process).

The reduced building height also has a significant beneficial impact on shadow effect / shading for existing surrounding developments. Schedule D illustrates the anticipated shadowing generated by the 20-storey as well as the 6-storey proposals. Shadowing was calculated for each of the four seasons (spring, summer, fall and winter), and at various times during the day (10:00 a.m., Noon, 2:00 p.m. and 6:00 p.m.).

The updated development proposal continues to provide for direct access to underground parking from Calinda Street for Phase 2, with no parkade access via Sentinel Drive. This will alleviate neighbourhood concerns raised about the use of Sentinel Drive, which is a private shared road. Proposed traffic on Sentinel Drive for Phase 2 is limited to loading and unloading, and emergency services only. There are no proposed surface parking stalls for Phase 2.

### **Community Amenity Contribution**

Phase 1 of the project will provide \$68,880, as identified in the existing covenants. This is a condition of the building permit currently being processed for Phase 1 (DP1130).

Phase 2 of the project initially proposed 308 units and a negotiated contribution of \$175,000 was agreed upon for that density. The current design will actually *decrease* the total unit count for this portion of the site by 42 units to 266 units. We are not, however, proposing to change or decrease the previously negotiated \$175,000 amenity contribution, thus the total contribution for Phases 1 and 2 will be \$243,880 (\$68,880 + \$175,000) based on the updated proposal. In the event that Phase 2 is constructed in two separate phases (two buildings), it is anticipated that the community amenity contribution would be split proportionally based on unit count between the two building permits.

### **Proposed Covenant Amendments**

Given the significant passage of time and the complexity of the existing charges registered against the title of this property, we believe the preferable course of action for all parties at this stage would be to discharge all of the existing covenant charges and register a new single charge against the title that will outline the updated conditions of development.

This approach also acknowledges that the current updated development proposal differs significantly from the development contemplated through previous rezonings and current covenant restrictions and helps to create increased clarity for everyone moving forward.

To this end, and in addition to attaching a new and updated conceptual site plan to the new covenant charge (see attached Schedule A), we would propose the following language (subject to further refinement and discussion with staff) to be used in an updated (new) covenant charge:

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**1. Restrictions on Development and Community Contribution**

*The Owner covenants and agrees that the Lands shall only be built upon and used generally in accordance with the Site Plan attached hereto as Schedule A, which development includes:*

**1.1 Restrictions on Development – Phase 1**

- a. *Phase 1 on the easterly portion of the Lands shall be used to construct a six-storey multi-family residential building with a maximum total of 66 units;*

**1.2 Restrictions on Development – Phase 2**

- a. *Phase 2 on the central and westerly portion of the Lands shall be used to construct two six-storey multi-family residential buildings with a maximum total of 266 units;*
- b. *The maximum building height for all buildings within Phase 2 shall be 20.5 meters and 6-storeys;*
- c. *The upper (6<sup>th</sup>) floor on the western-most building in Phase 2 shall be setback 10.0 metres from the northern property boundary;*
- d. *Vehicular access to the underground parking for Phase 2 shall be located with direct access to Calinda Street via the existing registered easement associated within Reference Plan VIP85142. No vehicular access to the underground parking shall be permitted from Sentinel Drive;*
- e. *Provision for underground vehicle parking to accommodate not less than 95% of the vehicle parking stalls for the Lands; and,*
- f. *No more than 5% of the required parking shall be in the form of surface parking (i.e. above ground), in addition to any required emergency access or short term loading areas required as a condition of Development Permit.*

**1.3 Community Amenity Contribution – Phase 1**

*The Owner further covenants and agrees that Phase 1 of the Lands (Phase 1 Lands) shall not be built upon, no building permit in respect of the Phase 1 Lands may be issued and the City is not obliged to issue any Building Permit in respect of the Phase 1 Lands until the owner has paid the community amenity contribution it has offered and committed, being the sum of Sixty-Eight thousand, Eight Hundred and Eighty Dollars (\$68,880.00) without expectation of credit towards other fees, charges, dedication or other requirements of the Transferee or local authority.*

**1.4 Community Amenity Contribution – Phase 2**

*The Owner further covenants and agrees that Phase 2 of the Lands (Phase 2 Lands) shall not be built upon, no building permit in respect of the Phase 2 Lands may be issued and the City is not obliged to issue any Building Permit in respect of the Phase 2 Lands until the owner has paid the community amenity contribution it has offered and committed, being the sum of one hundred and seventy-five thousand Dollars (\$175,000.00) without expectation of credit towards other fees, charges, dedication or*

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*other requirements of the Transferee or local authority. In the event that Phase 2 is constructed in two separate phases, the community amenity contribution shall be paid on a proportional per unit basis with each separate building permit.*

## Community Engagement

As per the City's recommendation to engage with the existing neighbourhood prior to moving forward with an updated proposal for the western portion of the lands (Phase 2), the owner engaged Townsite Planning Inc. to meet with neighbouring property owners and residents in order to provide them with an opportunity to view applications drawings and information and ask questions related to the updated development proposal. A more detailed summary of this engagement is provided under separate cover, however, the predominant theme coming out of those discussions was a general agreement that two six-storey buildings were strongly preferred and supported rather than the original 20-storey tower proposal.

## Closing

In summary, we believe that the updated proposal outlined herein represents a project that better aligns with the City's new OCP. Based on public feedback at the open houses, the updated proposal also has stronger support from the existing neighbourhood. The 6-storey buildings also better align with the owner's business model and are well-suited to the Nanaimo market.

Overall, we believe the updated proposal represents a positive outcome for all parties.

We are happy to continue to engage and refine the proposal with staff in order to gain support prior to seeing our application move forward to Council for formal consideration. Please do not hesitate to contact the undersigned either by phone or email if you have any questions or concerns.

Sincere Regards,



Scott W. Mack, M.Arch., B.Sc. (PLAN), MCIP, RPP  
Managing Partner | Registered Professional Planner

ec: Ahmet Nishori, MINT Developments  
Reza Salehi, Salehi Architects  
Tyler Hansen, Williamson & Associates

### Attachments:

Schedule A – Updated Site Plan (December 2022)

Schedule B – Site Cross-Section

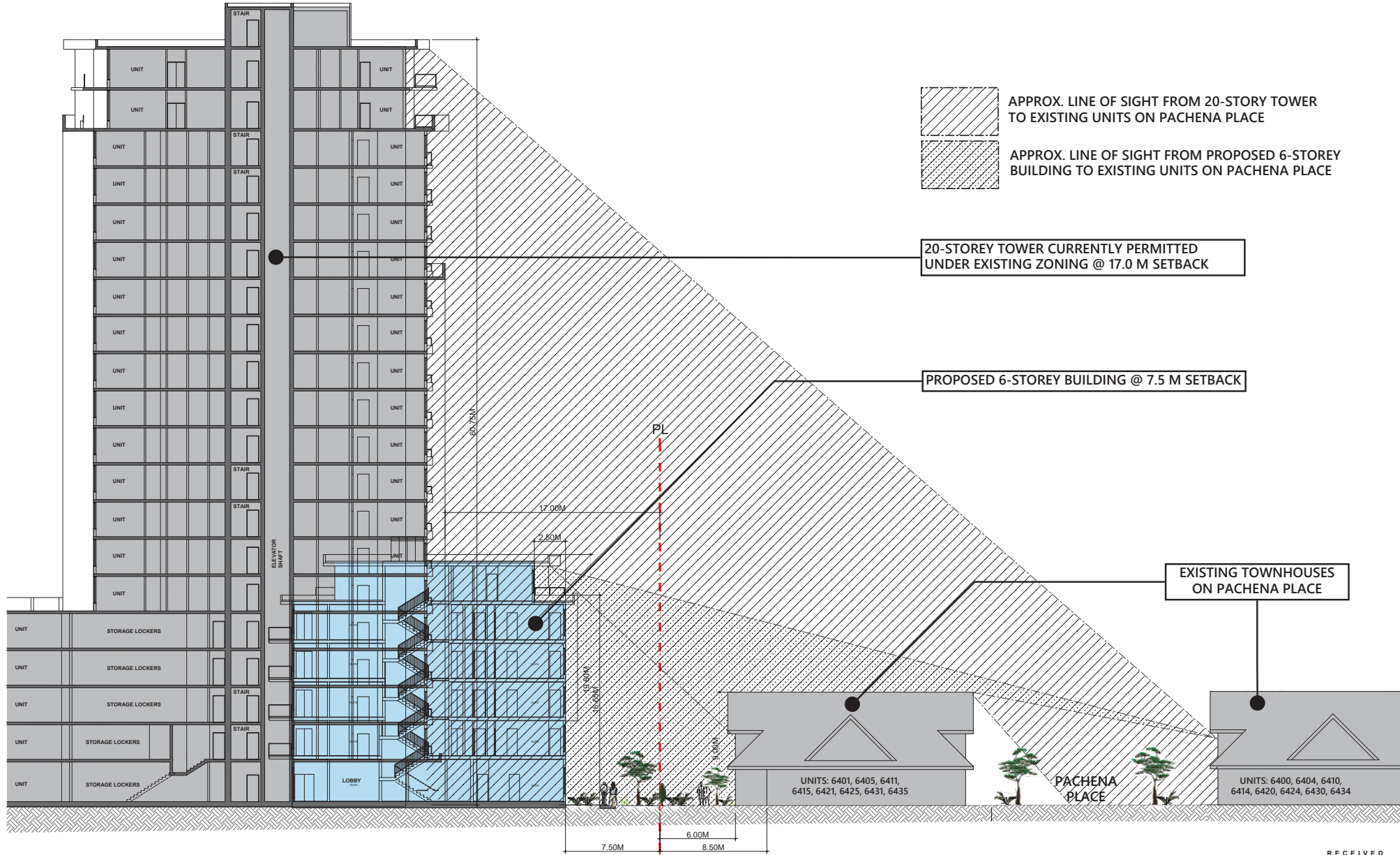
Schedule C – Proposed Building Elevation (example of proposed Form and Character)

Schedule D1-4 – Shadow Studies – Spring, Summer, Fall, Winter @ 10:00 a.m., Noon, 2:00 p.m. and 6:00 p.m.



# ATTACHMENT E BUILDING CROSS SECTION COMPARISON

## SCHEDULE B - NORTHERN PROPERTY BOUNDARY / SITE CROSS-SECTION



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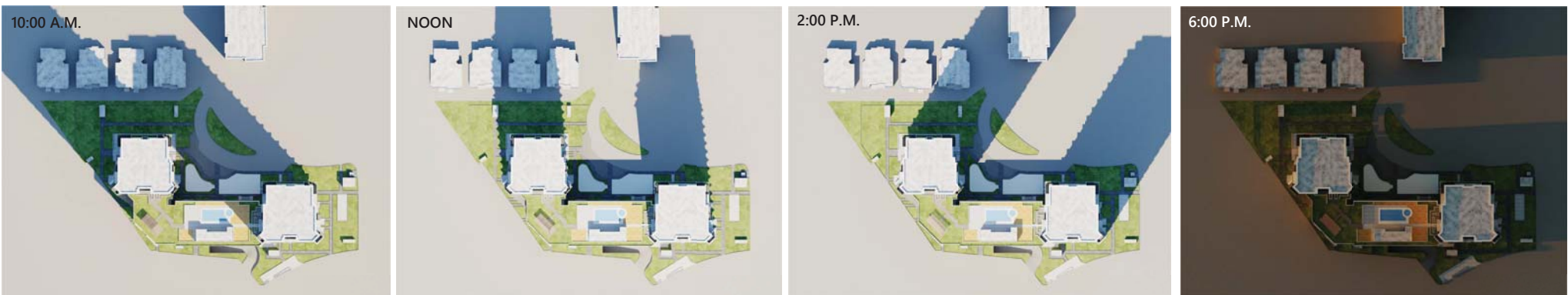
# SUN/SHADE STUDY - MARCH 22nd [SPRING]

THE SUN-/SHADE STUDY ILLUSTRATES THAT THE 6-STOREY BUILDINGS WILL PRODUCE SIGNIFICANTLY LESS OVERALL SHADOWING ON PROPERTIES TO THE NORTH THAN THE CURRENT 20-STOREY TOWER OPTION DURING ALL FOUR SEASONS.

## PROPOSED 6-STOREY BUILDINGS



## 20-STOREY TOWERS (AS PERMITTED UNDER CURRENT ZONING)



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PLANS AND IMAGES ARE CONCEPTUAL AND FINAL DETAILS ARE SUBJECT TO CHANGE FOLLOWING FURTHER CONSULTATION WITH NEIGHBOURHOOD RESIDENTS AND CITY OF NANAIMO STAFF AND COUNCIL.

# SUN/SHADE STUDY - JUNE 22nd [SUMMER]

THE SUN-/SHADE STUDY ILLUSTRATES THAT THE 6-STOREY BUILDINGS WILL PRODUCE SIGNIFICANTLY LESS OVERALL SHADOWING ON PROPERTIES TO THE NORTH THAN THE CURRENT 20-STOREY TOWER OPTION DURING ALL FOUR SEASONS.

## PROPOSED 6-STOREY BUILDINGS



## 20-STOREY TOWERS (AS PERMITTED UNDER CURRENT ZONING)



PLANS AND IMAGES ARE CONCEPTUAL AND FINAL DETAILS ARE SUBJECT TO CHANGE FOLLOWING FURTHER CONSULTATION WITH NEIGHBOURHOOD RESIDENTS AND CITY OF NANAIMO STAFF AND COUNCIL.

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2022-DEC-23

# SUN/SHADE STUDY - SEPTEMBER 22nd [FALL]

THE SUN-/SHADE STUDY ILLUSTRATES THAT THE 6-STOREY BUILDINGS WILL PRODUCE SIGNIFICANTLY LESS OVERALL SHADOWING ON PROPERTIES TO THE NORTH THAN THE CURRENT 20-STOREY TOWER OPTION DURING ALL FOUR SEASONS.

## PROPOSED 6-STOREY BUILDINGS



## 20-STOREY TOWERS (AS PERMITTED UNDER CURRENT ZONING)



PLANS AND IMAGES ARE CONCEPTUAL AND FINAL DETAILS ARE SUBJECT TO CHANGE FOLLOWING FURTHER CONSULTATION WITH NEIGHBOURHOOD RESIDENTS AND CITY OF NANAIMO STAFF AND COUNCIL.

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2022-DEC-23



# SUN/SHADE STUDY - DECEMBER 22nd [WINTER]

THE SUN-/SHADE STUDY ILLUSTRATES THAT THE 6-STOREY BUILDINGS WILL PRODUCE SIGNIFICANTLY LESS OVERALL SHADOWING ON PROPERTIES TO THE NORTH THAN THE CURRENT 20-STOREY TOWER OPTION DURING ALL FOUR SEASONS.

## PROPOSED 6-STOREY BUILDINGS



## 20-STOREY TOWERS (AS PERMITTED UNDER CURRENT ZONING)



PLANS AND IMAGES ARE CONCEPTUAL AND FINAL DETAILS ARE SUBJECT TO CHANGE FOLLOWING FURTHER CONSULTATION WITH NEIGHBOURHOOD RESIDENTS AND CITY OF NANAIMO STAFF AND COUNCIL.

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CITY OF NANAIMO