Couverdon

September 11th, 2026

City of Campbell River
301 St. Ann's Road
Campbell River, BC, V9W 4C7

Re: **Southern Airport Lands - Development Variance Permit and Airport Drive Upgrades**

Following the meeting with City Staff on the June 24th, 2026 at City Hall, this letter provides the planning rationale in support of the requested variances to the City of Campbell River Works and Services Bylaw No. 3948, 2024, for the DVP file: P2600036 as well as the proposed approach to Airport Drive upgrades associated with the Subdivision file: P2600030. Detailed technical justification is provided in the following supporting documents attached as appendices:

> **Appendix 1** - McElhanney Technical Memo 49368-02, *Southern Airport Development Lands - Variance of Road Standards*; and
>
> **Appendix 2** - McElhanney Technical Memo 49368-03, *Southern Airport Lands - Airport Drive Upgrades*.

Project Description & Rationale

As part of the subdivision, TimberWest is requesting several variances from the City of Campbell River Works and Services Bylaw No. 3948, 2024. Changes to the bylaw standards over recent decades have made compliance with the current requirements financially unfeasible for the project with respect to use and character of the development moving forward. Environmental regulations also require the subdivision access road to be relocated farther south, increasing costs because an existing gravel section must be paved. Appendix 1 and Appendix 2, attached to this letter, contain McElhanney engineering memoranda detailing the requested variances and Airport Drive upgrades, together with the supporting technical rationale to make this project economically viable.

Request for Variances

The requested variances are intended to establish roads and servicing standards that are better suited to the anticipated use and character of the Southern Airport Lands. While the City's industrial road standards are generally intended for more urban industrial areas, the proposed subdivision is located within an airport-oriented employment area characterized by larger lot sizes, lower development intensity, significant environmental constraints and limited pedestrian activity. The requested standards continue to provide safe and functional infrastructure while better reflecting the expected demands of the development.

A number of the requested variances also provide environmental benefits. The subject lands contain several environmentally sensitive areas and associated setbacks that significantly influence site design and available development area. The proposed road configuration reduces overall infrastructure footprint and disturbance while maintaining access and servicing requirements for future development. As outlined in the supporting engineering memorandum, the proposed road and drainage design also supports more natural stormwater management practices and reduces long-term maintenance requirements. Features such as rollover curb treatments allow driveway access locations to be determined as individual lots develop, reducing the need for future reconstruction and minimizing maintenance and operational challenges over time.

Couverdon

While not the primary reason for the request, the proposed variances also assist in ensuring infrastructure investment remains proportionate to the anticipated use of the subdivision. Construction of the full road cross-sections prescribed in the bylaw would significantly increase financial burden without providing a corresponding benefit based on expected traffic volumes, servicing demands and development intensity.

Airport Drive Upgrades

In addition to the requested variances, TimberWest is seeking the City's consideration of the proposed Airport Drive upgrade approach outlined in the attached engineering memorandum included as Appendix 2.

Covenant EW074303: TimberWest acknowledges that development covenant EW074303 requires upgrades to Airport Drive as part of the development of the Southern Airport Lands. TimberWest also recognizes that the existing paved section of Airport Drive is currently adequate and requests that the covenant be amended to defer those upgrades. This request reflects the current economic feasibility of completing the upgrades and was discussed with City Staff at the June 24th, 2026 meeting, where staff were supportive of deferring the upgrades to phase 5 which seemed reasonable in the subdivision plan attached as Appendix 3. The request is not intended to avoid the required improvements, but to establish a phased upgrade strategy that reflects the location and timing of development.

The initial phases of development will occur at the southern end of Airport Drive and will utilize the existing access route adjacent to the statutory right-of-way corridor. As such, TimberWest proposes to upgrade the existing gravel section of Airport Drive as part of the initial subdivision while deferring improvements to the existing paved section until future phases of development.

The existing paved section of Airport Drive currently provides safe access to the airport and surrounding properties. Deferring upgrades to this section allows future road improvements to be coordinated with future servicing and utility works, reducing unnecessary reconstruction and minimizing disruption to existing airport operations and area businesses.

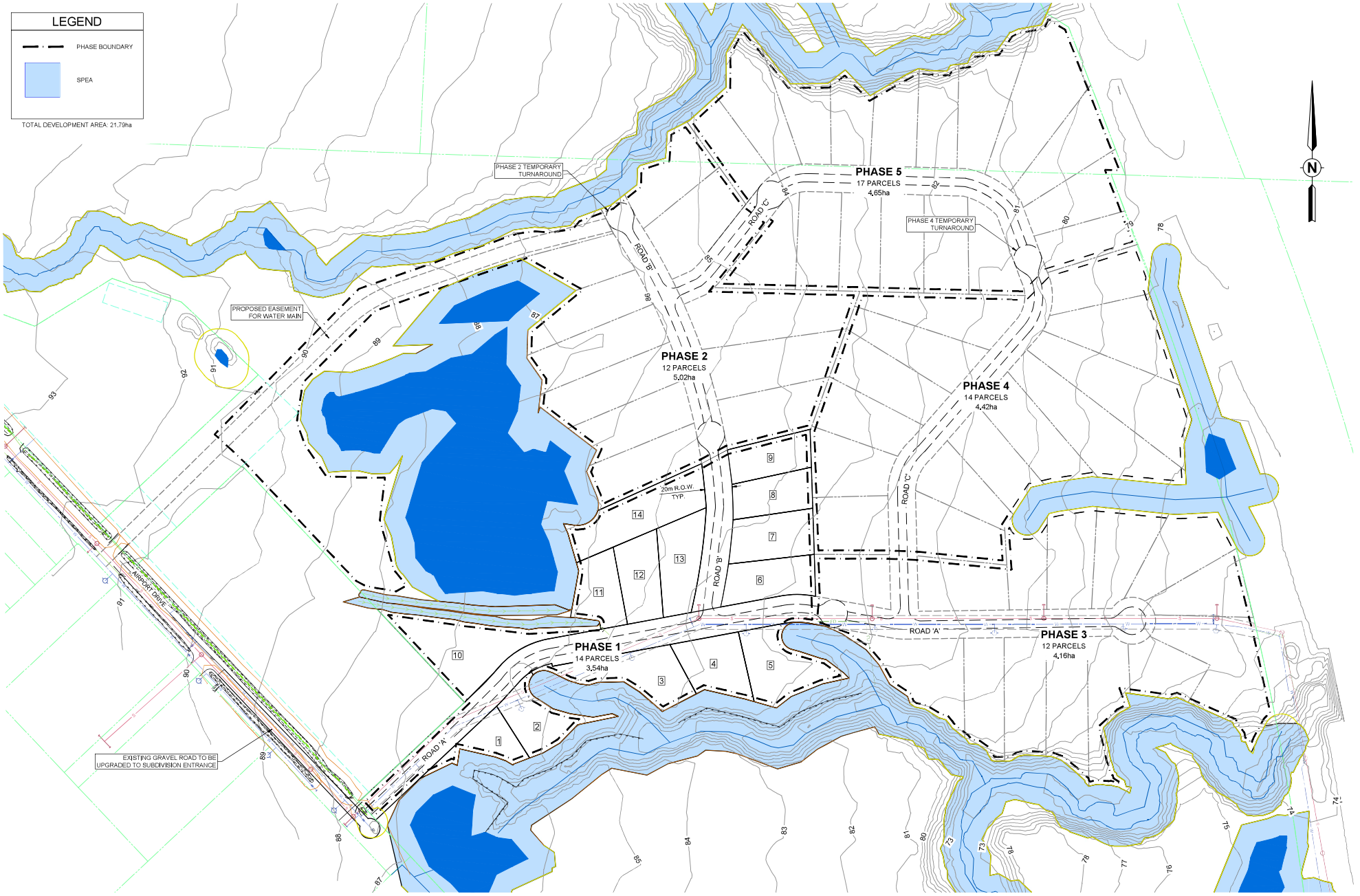
Conclusion

The proposed variances and Airport Drive improvements have been developed to reflect the unique characteristics of the Southern Airport Lands and the anticipated light industrial nature of the development. The requested approach continues to provide safe and functional infrastructure while reducing unnecessary disturbance, supporting environmental objectives, improving long-term maintenance and facilitating the phased development of employment lands within the airport area.

Sincerely,

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TIMBERWEST FOREST CORP.

AIRPORT DEVELOPMENT LANDS

SITE PLAN
ALL PHASES

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C102

Project Number	Rev.
2221-49368	PA

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

McElhanney MSS-A1 - 2020-04-01

DATE: 2020-05-11 11:18 FILE: G:\PROJECTS\ACTIVE\2020\05\20-TimberWest - Airport Industrial Lands\100 DRAWINGS\100.4 Sheets\2020-05-20 SOUTH PHY.dwg

TECHNICAL MEMO – 49368-03 (REV 1)

To	From
Frank Limshue, Manager - Planning TimberWest Forest Corp.	Jennifer Peters, P.Eng. McElhanney, Campbell River
Re	**Date**
Southern Airport Lands - Airport Drive Upgrades	August 28, 2026

Revisions to this report from the previous version are highlighted in red.

1. INTRODUCTION

This memo provides the proposed road cross-section, construction limits, and timing for upgrades to Airport Drive, as triggered by the proposed development of TimberWest's southern Airport Lands, located near the Campbell River Airport south of Jubilee Parkway. This memo follows previous discussions with the City on this requirement and seeks to request formal approval from the City on the standard and timing of road upgrades to Airport Drive.

2. BACKGROUND

2.1. DEVELOPMENT AREA

TimberWest's southern airport development lands are shown on **Figure 1.** The development lands are located adjacent to Highway 19, Jubilee Parkway and Airport Drive and contain numerous watercourses. These watercourses and their associated setbacks have been identified by Mainstream Biological Services. A copy of their June 2025 summary map can be found in **Appendix B.**

2.2. PROPOSED TIMBERWEST DEVELOPMENT

The proposed development will create fee simple lots in multiple phases. The presence of existing watercourses limits the access to the development lands from Airport Drive to the southernmost end, coinciding with an existing water and sewer Statutory Right-of-Way, immediately south of a privately owned property (Lot 4). The location of the first few phases of development area shown on **Figure 2**. Conceptual layouts for the initial few phases of development (Phases 1-5) can be found in **Appendix C, C102.**



Figure 1: TimberWest's Southern Airport Development Lands



Figure 2: Location of Initial Phases of Development

2.3. AIRPORT DRIVE – EXISTING CONDITIONS

Airport Drive is a non-classified road serving the municipal airport and lease lots on the southwest side of the road, and privately owned fee-simple lots on the northeast side of the road. The road is constructed within an easement over the City's airport lands and is not within a legal road right-of-way. Airport Drive is not classified in the 2026 Master Transportation Plan.

Airport Drive, south of Jubilee Parkway, is described as two sections as shown on **Figure 3**:

- Existing paved roadway: between Jubilee Parkway and Sealand Aviation's driveway, approximately 580m of 7.5m wide paved roadway with gravel shoulders, drainage ditches, and overhead power and communications; and
- Existing gravel roadway: between Sealand Aviation's driveway and the water and sewer SRW, approximately 365m of 7.0m wide gravel roadway, drainage ditches, and overhead power and communications.



Figure 3: Airport Drive

2.4. REQUIREMENT TO UPGRADE AIRPORT DRIVE

There is a covenant on the development lands that requires the upgrade of Airport Drive, south of Jubilee Parkway, as a condition of any subdivision of the development lands. A copy of the covenant is included in **Appendix D**.

The cross-section for Airport Drive is to be agreed upon between the developer and the City. Minutes from a March 8, 2023 meeting between TimberWest, McElhanney, and the City states that the following would be acceptable to the City:

- *"7.5m road surface (exact width TBC, to accommodate large vehicles and bicycles in a shared roadway)*
- *Barrier curb and gutter with road surface drainage directed to open ditches (no CBs required)*
- *Pedestrian pathway – surface treatment TBC, location could be behind the ditch in the SRW area or adjacent to the roadway. (City internally had discussed 3.0m width)*
- *Overhead wires*
- *Streetlighting – lease lights on BCH poles, any costs borne by Couverdon."*

In that same meeting, the City has also confirmed that they are open to phasing the road upgrades.

More recently, the development team met with City staff on June 24, 2026 and discussed the timing of the upgrade of the existing paved portion and the use of a flush curb, instead of a barrier curb. Both of these items are discussed further below.

3. PROPOSED AIRPORT DRIVE UPGRADES

3.1.1. Proposed Timing for Upgrades

To provide safe access to the development site, TimberWest acknowledges that the existing gravel roadway, from the current termination of existing asphalt (at Sealand Aviation's driveway) to the proposed intersection with the existing SRW must be upgraded as a condition of the first phase of development.

TimberWest is proposing to defer the remaining upgrades of Airport Drive along the existing paved portion (Jubilee Parkway to Sealand Aviation's driveway) to future phases of the development. The preferred timing of these upgrades will need to be agreed upon with the City. At the June 24 meeting, City staff were supportive of deferring the upgrade of the existing paved portion and suggested that deferring to Phase 5 seemed reasonable.

To support the deferral of upgrading the existing asphalted section the following rationale is provided:

- This portion of Airport Drive is not immediately adjacent to the development site. Due to the location of the initial phases of development at the southern end of Airport Drive, the upgrade of the entire section (existing paved and gravel) of Airport Drive (almost 1km) would add a significant financial burden to the initial phase of development.
- The existing roadway in that section is approximately 7.5m wide and surfaced with asphalt, consistent with the City's requirement for width of this roadway.
- The existing paved roadway provides safe access to the development site, municipal airport, lease lots, and previously developed fee simple properties.

- To support future development on the north side of Jubilee Parkway and the future construction of a water reservoir, a large diameter (400mm) watermain will be required along this section of Airport Drive. Coordinating the timing of the road and watermain upgrades will provide cost savings to both the City and developer, while also minimising the impact of construction on the airport area, including access to the terminal building.

3.1.2. Proposed Typical Road Cross-Section

Figures 4 and 5 show the proposed cross-section for the two sections of Airport Drive. These cross-sections satisfy the City's requirements stated at the March 2023 meeting, except for the barrier curb. A change to a flush curb was discussed with City staff at the June 24, 2026 meeting and City staff asked for rationale to support this change.

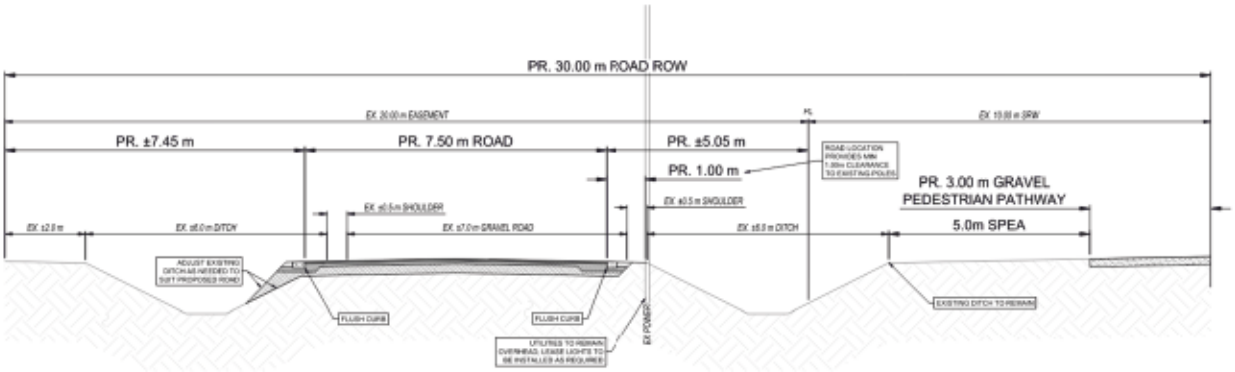


Figure 4: Proposed Airport Drive Cross-section (existing gravel section)

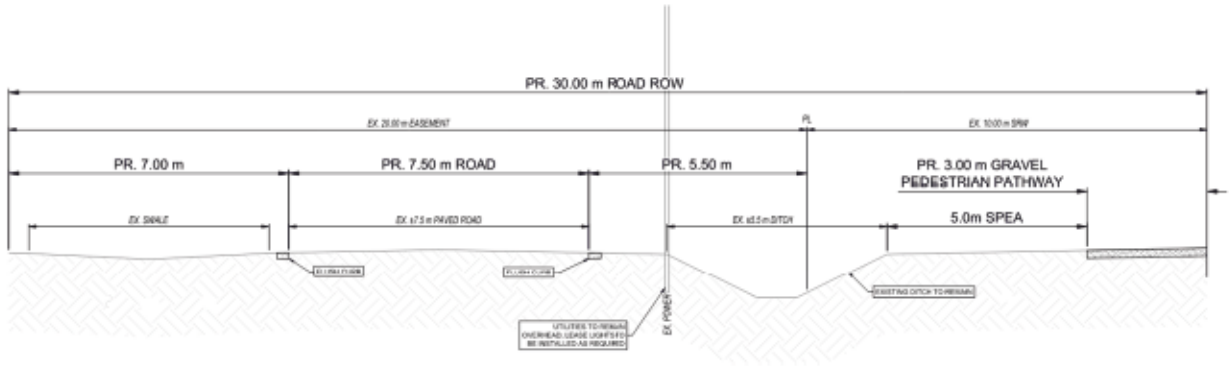


Figure 5: Proposed Airport Drive Cross-section (existing paved section)

It should be noted that the roadway alignment may require shift west towards the City's airport lands (left side of the section in Figure 4) to minimize impacts to the existing ditch environmental features and provide adequate clearance to existing utility poles on the private side of the roadway.

A flush curb is proposed instead of a barrier curb for the following reasons:

- As per discussions with Monica Stewardson of Mainstream Biological, sheet flow of runoff from the roadway is preferred over point discharges to the ditch. A flow pattern that is distributed over a larger area decreases the risk of erosion and associated water quality impacts on the natural environment. Monica advised that from an environmental perspective, a flush curb is preferred over a barrier curb along Airport Drive.

- Adding a barrier curb to an existing flat roadway, such as Airport Drive, can create puddles along the gutter line where existing road grades are not adequate to convey water along the curb to discharge location. With a flush curb, the water will continue to sheet flow off the road as it does today with no barrier impacting the ability for water to leave the roadway.

- A barrier curb and gutter creates an opportunity for dirt and debris to collect along the gutter line, which can impede the flow of stormwater along the flat gutter line, resulting in puddles along the road edge. Compared to a flush curb, this will increase the need for street sweeping to maintain adequate road drainage.

- Snow removal along a road with a barrier curb typically reduces the driveable area along the roadway. With a flush curb, it is much easier for plow operators to clear the entire roadway, maintaining safe full-width two-way traffic to the City's airport and area businesses during snow events. The occurrence of puddles created by snow melt is also decreased with a flush curb. Barrier curbs are also at risk of damage from snowplows.

Similar to a barrier curb, a flush curb still provides a visual delineation between the road and boulevard and provides support to the edge of the asphalt, reducing pre-mature failure of the asphalt surface.

4. CONCLUSION

This memo was prepared to seek acceptance from the City on the proposed typical section and construction phasing for Airport Drive upgrades. The following is a summary of the information provided:

- The first five phases of development will utilize existing road access via Airport Drive.
- Multiple ESAs limits access from Airport Drive to the southern end of the roadway.
- A covenant on title states that road upgrades to Airport Drive south of Jubilee Parkway are required as part of the first subdivision of the development lands.
- The City has indicated openness to phasing the upgrades of Airport Drive. TimberWest is proposing that only the existing gravel portion be upgraded at this time, with deferral of upgrades to the existing paved portion to future phases. City staff has indicated that deferring to Phase 5 seems reasonable.
- A typical section has been proposed for the upgrade of Airport Drive. TimberWest is seeking City acceptance of this proposed cross-section.
- TimberWest is requesting an amendment to the covenant to capture the typical section proposed in this memo and the deferral of the upgrades to the existing paved portion to Phase 5.

CLOSING

We trust that this document provides the information required to support TimberWest's variance application and discussion with the City on the required upgrades to Airport Drive.

Sincerely,
Jennifer Peters

Prepared by:



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Reviewed by:



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APPENDIX A.

STATEMENT OF LIMITATIONS

Statement of Limitations

Use of this Report. This report was prepared by McElhanney Ltd. ("**McElhanney**") for the particular site, design objective, development and purpose (the "**Project**") described in this report and for the exclusive use of the client identified in this report (the "**Client**"). The data, interpretations and recommendations pertain to the Project and are not applicable to any other project or site location and this report may not be reproduced, used or relied upon, in whole or in part, by a party other than the Client, without the prior written consent of McElhanney. The Client may provide copies of this report to its affiliates, contractors, subcontractors and regulatory authorities for use in relation to and in connection with the Project provided that any reliance, unauthorized use, and/or decisions made based on the information contained within this report are at the sole risk of such parties. McElhanney will not be responsible for the use of this report on projects other than the Project, where this report or the contents hereof have been modified without McElhanney's consent, to the extent that the content is in the nature of an opinion, and if the report is preliminary or draft. This is a technical report and is not a legal representation or interpretation of laws, rules, regulations, or policies of governmental agencies.

Standard of Care and Disclaimer of Warranties. This report was prepared with the degree of care, skill, and diligence as would reasonably be expected from a qualified member of the same profession, providing a similar report for similar projects, and under similar circumstances, and in accordance with generally accepted engineering/planning/etc and scientific judgments, principles and practices. McElhanney expressly disclaims any and all warranties in connection with this report.

Information from Client and Third Parties. McElhanney has relied in good faith on information provided by the Client and third parties noted in this report and has assumed such information to be accurate, complete, reliable, non-fringing, and fit for the intended purpose without independent verification. McElhanney accepts no responsibility for any deficiency, misstatements or inaccuracy contained in this report as a result of omissions or errors in information provided by third parties or for omissions, misstatements or fraudulent acts of persons interviewed.

Effect of Changes. All evaluations and conclusions stated in this report are based on facts, observations, site-specific details, legislation and regulations as they existed at the time of the site assessment/report preparation. Some conditions are subject to change over time and the Client recognizes that the passage of time, natural occurrences, and direct or indirect human intervention at or near the site may substantially alter such evaluations and conclusions. Construction activities can significantly alter soil, rock and other geologic conditions on the site. McElhanney should be requested to re-evaluate the conclusions of this report and to provide amendments as required prior to any reliance upon the information presented herein upon any of the following events: a) any changes (or possible changes) as to the site, purpose, or development plans upon which this report was based, b) any changes to applicable laws subsequent to the issuance of the report, c) new information is discovered in the future during site excavations, construction, building demolition or other activities, or d) additional subsurface assessments or testing conducted by others.

Independent Judgments. McElhanney will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of the Client, or others, who may come into possession of

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APPENDIX B.

MAINSTREAM BIOLOGICAL BIOPHYSICAL ASSESSMENT – SUMMARY MAP



MAINSTREAM
Biological Consulting

Datum: NAD83
Projection: UTM Zone 10N
Map Base: Google Satellite

Map Created:
February 3, 2025

APPENDIX C.

PRELIMINARY DEVELOPMENT DRAWINGS

McElhanney ISO A1 - 2025-01-10

NOTES

1. CONTOURS FROM LIDAR DATA PROVIDED BY CLIENT ON JAN. 8, 2021
2. LOCATION OF EXISTING UTILITIES FROM CITY OF CAMPBELL RIVER INFRASTRUCTURE MAPPING 2021,
3. DITCHES, WETLANDS, AND STREAMS SURVEYED BY MCELHANNEY LTD. ON JAN 10 AND 28, 2025.
4. STREAM IDENTIFIERS AND SETBACKS ARE FROM MAINSTREAM BIOLOGICAL CONSULTING SPEA WIDTHS TABLE DATED JAN 24, 2025



KEY MAP
SCALE N.T.S.

STREAM 3 10m SPEA OFFSET
DRAINAGE THALWEG (TYP.)
WETLAND (TYP.)
2300 AIRPORT DR.
EDGE OF ASPHALT (APPROXIMATE LOCATION)
STEEL GATE (APPROXIMATE LOCATION)
WETLAND 2 15m SPEA OFFSET
2400 AIRPORT DR.
DITCH C AND D 2m SPEA OFFSET
AIRPORT DRIVE
EXISTING GRAVEL ROAD TO BE UPGRADED TO SUBDIVISION ENTRANCE
EXISTING SRW
STREAM 6 10m SPEA OFFSET
STREAM 7 10m SPEA OFFSET
TOP OF BANK (TYP.)
STREAM 5 12.6m SPEA OFFSET
STREAM 8 R1
STREAM 8 R2
STREAM 10 10m SPEA OFFSET
STREAM 9 10m SPEA OFFSET
N

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN EXISTING CONDITIONS & ENVIRONMENTAL PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C101

Project Number	Rev.
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McElhanney ISO A1 - 2025-01-10

LEGEND

PHASE BOUNDARY

SPEA

TOTAL DEVELOPMENT AREA: 21.79ha

PHASE 2 TEMPORARY TURNAROUND

PROPOSED EASEMENT FOR WATER MAIN

PHASE 1
14 PARCELS
3.54ha

PHASE 2
12 PARCELS
5.02ha

PHASE 3
12 PARCELS
4.16ha

PHASE 4
14 PARCELS
4.42ha

PHASE 5
17 PARCELS
4.65ha

PHASE 4 TEMPORARY TURNAROUND

ROAD 'A'

ROAD 'B'

ROAD 'C'

20m R.O.W. TYP.

EXISTING GRAVEL ROAD TO BE UPGRADED TO SUBDIVISION ENTRANCE

AIRPORT DRIVE

PROPOSED AIRPORT DRIVE NEW CONSTRUCTION

N

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN ALL PHASES

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No. C102

Project Number 2221-49368

Rev. PA

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McElhanney ISO A1 - 2025-01-10



PROPOSED PARCEL TABLE		
PARCEL #	AREA (m²)	FRONTAGE (m)
1	1267	76
2	1822	27
3	2493	103
4	1911	50
5	2519	57
6	1860	32
7	1945	32
8	1598	26
9	1561	25
10	3692	116
11	1640	20
12	1793	26
13	2025	97
14	3010	32

PROPOSED ROAD

PHASE BOUNDARY

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ORIGINAL DWG SIZE: ISO A1 (594 x 841mm)

McElhanney
1196 Dogwood Street,
Campbell River BC V9W 3A2
Tel. 250 287 7799

PRELIMINARY
NOT FOR
CONSTRUCTION

THIS DRAWING HAS NOT BEEN APPROVED AND MAY CONTAIN ERRORS AND OMISSIONS

TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
PHASE 1

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C103

Project Number	Rev.
2221-49368	PA

DATE: 2025-12-04, 16:40 FILE: G:\PROJECTS\ACTIVE\49368-00 TimberWest - Airport Industrial Lands\10.0 DRAWINGS\104 Sheets\49368-00 SOUTH PH1.dwg

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

McElhanney ISO A1 - 2025-01-10

CAP FOR FUTURE

WATER LOOP

ROAD 'B'

ROAD 'C'

PHASE 5

PHASE 2

PHASE 4

ROAD 'C'

ROAD 'B'

AIRPORT DRIVE

PHASE 1

PHASE 3

ROAD 'A'

PROPOSED TIE-IN TO EXISTING

PROPOSED TIE-IN TO EXISTING

PROPOSED WATER PUMP STATION

ROAD 'A'

N

VALVE - EXISTING

HYDRANT - EXISTING

WATER MAIN - EXISTING

WATER MAIN - FUTURE PHASES

WATER MAIN - PROPOSED PHASE 1

Rev	Date	Description	Drawn	Design	App'd
PA	2025-12-04	ISSUED FOR REVIEW	PFE	NRB	NRB

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BENCHMARK:
ALL ELEVATION REFER TO CONTROL MONUMENT: -
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ORIGINAL DWG SIZE: ISO A1 (594 x 841mm)

McElhanney
1196 Dogwood Street,
Campbell River BC V9W 3A2
Tel. 250 287 7799

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CONSTRUCTION

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
WATER PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C104

Project Number 2221-49368
Rev. PA

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

DATE: 2025-12-04, 16:40 FILE: G:\PROJECTS\ACTIVE\49368-00 TimberWest - Airport Industrial Lands\10.0 DRAWINGS\10.4 Sheets\49368-00 SOUTH PH1 SERVICING.dwg

McElhanney ISO A1 - 2025-01-10



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PA	2025-12-04	ISSUED FOR REVIEW	PFE	NRB	NRB

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BENCHMARK:
ALL ELEVATION REFER TO CONTROL MONUMENT: -
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ELEVATION: -

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ORIGINAL DWG SIZE: ISO A1 (594 x 841mm)

McElhanney
1196 Dogwood Street,
Campbell River BC V9W 3A2
Tel. 250 287 7799

PRELIMINARY
NOT FOR CONSTRUCTION

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
SANITARY SEWER PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C105

Project Number	Rev.
2221-49368	PA

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

DATE: 2025-12-04, 16:40 FILE: G:\PROJECTS\ACTIVE\49368-00 TimberWest - Airport Industrial Lands\10.0 DRAWINGS\10.4 Sheets\49368-00 SOUTH PH1 SERVICING.dwg

McElhanney ISO A1 - 2025-01-10

PHASE 5

PHASE 2

PHASE 4

PHASE 1

PHASE 3

EXISTING PIPE TO CONNECT TO PROPOSED ROAD STORMWATER NETWORK

EXISTING STORM OUTFALL

EXISTING OUTFALL TO BE UTILIZED FOR PH. 1 & 2

AIRPORT DRIVE

STORMWATER DRAINAGE PATH - PROPOSED

N

Rev	Date	Description	Drawn	Design	App'd
PA	2025-12-04	ISSUED FOR REVIEW	PFE	NRB	NRB

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0 1:1,250 50

ORIGINAL DWG SIZE: ISO A1 (594 x 841mm)

McElhanney
1196 Dogwood Street,
Campbell River BC V9W 3A2
Tel. 250 287 7799

PRELIMINARY
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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
STORMWATER MANAGEMENT PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C106

Project Number	Rev.
2221-49368	PA

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

DATE: 2025-12-04, 16:40 FILE: G:\PROJECTS\ACTIVE\49368-00 TimberWest - Airport Industrial Lands\10.0 DRAWINGS\10.4 Sheets\49368-00 SOUTH PH1 SERVICING.dwg

APPENDIX D.

DEVELOPMENT COVENANT AGREEMENT

LAND TITLE ACT
FORM C EW074306 14 JUN 2004 14 47 EW074303
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT – PART 1 (This area for Land Title Office use) Page 1 of 31 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Craig Shirreff, McCarthy Tétrault LLP
1300-777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2
Phone: (604) 643-7100 Client No. 010452

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

(PID)	(LEGAL DESCRIPTION)
SEE SCHEDULE	SEE SCHEDULE

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE	SEE SCHEDULE	

01 04/06/14 14:48:13 01 VI 571074 $240.00

4. TERMS: Part 2 of this instrument consists of (select one only):
(a) Filed Standard Charge Terms ☐ D.F. Number:
(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):*
TIMBERWEST FOREST III LIMITED (Inc. No. 459436) (as to the covenant in section 2.1 and the statutory right of way in section 6.2) and **DISTRICT OF CAMPBELL RIVER** (as to the easements in sections 7.1 and 7.2)

6. TRANSFEREE(S): (including postal address(es) and postal code(s)):*
DISTRICT OF CAMPBELL RIVER, 301 St. Ann's Road, Campbell River, British Columbia, V9W 4C7 (as to the covenant in section 2.1 and the statutory right of way in section 6.2) and **TIMBERWEST FOREST III LIMITED** (Inc. No. 459436), 23rd Floor – 1055 West Georgia Street, Vancouver, British Columbia, V6E 3P3 (as to the easements in sections 7.1 and 7.2)

7. ADDITIONAL or MODIFIED TERMS:*
NIL

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.

USE BLACK INK ONLY
Officer Signature(s)
CRAIG SHIRREFF
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
604-643-5955

Execution Date

Y	M	D
04	06	04

USE BLACK INK ONLY
Party(ies) Signature(s)
TIMBERWEST FOREST III LIMITED, by its authorized signatory:
Print Name: Ben Park

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.

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

USE BLACK INK ONLY Officer Signature(s)	Execution Date Y	M	D	**USE BLACK INK ONLY** Party(ies) Signature(s)
R. Paul Stanton	04	06	08	**DISTRICT OF CAMPBELL RIVER,** by its authorized signatory(ies): Lynn Nash Mayor
R. PAUL STANTON, PLANNING SERVICES MANAGER DISTRICT OF CAMPBELL RIVER COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 301 ST. ANN'S ROAD CAMPBELL RIVER BC V9W 4C7				Print Name: LYNN NASH W Halstead CLERK Print Name: WILLIAM HALSTEAD

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.

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

LAND TITLE ACT
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)	(LEGAL DESCRIPTION)
008-892-776	The South West ¼ of Section 18, Township 1, Comox District, Plan 552 except that part in Plans 13347, 16962 and 18567
008-892-717	The South East ¼ of Section 18, Township 1, Comox District, Plan 552 except that part in Plans 13347, 18567 and VIP70523
008-892-652	The South ½ of the North West ¼ of Section 18, Township 1, Comox District, Plan 552 except that part in Plans 13347, 16962, 18567 and VIP69102
	(collectively, the "**TimberWest Lands**")
025-565-397	Lot A, Sections 7,8 and 18 Township 1 and Sections 13 and 24 Township 2, Comox District Plan VIP74726
	(the "**Airport Lands**")

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
Section 219 Covenant over TimberWest Lands	Page 8, Paragraph 2.1 S½ of NW¼ Sec. 18 Pl. 552	District of Campbell River
Statutory Right of Way over part on Plan VIP 77105	Pages 12 to 14, Paragraph 6.2	District of Campbell River
Easement over part on Plan VIP 77106	Lot A, Pl VIP 74726 Pages 14 to 16, Paragraph 7.1	Registered Owner of the TimberWest Lands
Easement over Part on Plan VIP 77107	Lot A, Pl VIP 74726 Pages 16 to 18, Paragraph 7.2	Registered Owner of the TimberWest Lands

THIS COVENANT dated for reference the 10th day of June, 2004.

BETWEEN:

TIMBERWEST FOREST III LIMITED
Incorporation No. 459436
23rd Floor, 1055 West Georgia Street
Vancouver, British Columbia
V6E 3P3

("**TimberWest**")

OF THE FIRST PART

AND:

DISTRICT OF CAMPBELL RIVER
301 St. Ann's Road
Campbell River, British Columbia
V9W 4C7

(the "**District**")

OF THE SECOND PART

WHEREAS:

A. TimberWest is the owner of the TimberWest Lands, as described in Item 2 of the Form E *Land Title Act* Schedule attached hereto;

B. TimberWest intends to deposit a subdivision plan of the TimberWest Lands, a reduced-size copy of which is attached hereto as Schedule A, the registration of which will create the following lots from the TimberWest Lands:

(a) Lot 1
Section 18, Township 1
Comox District
Plan VIP 77108

("**Lot 1**");

(b) Lot 2
Section 18, Township 1

Comox District
Plan VIP 77108

("**Lot 2**")

(c) Lot 3
Section 18, Township 1
Comox District
Plan VIP 77108

("**Lot 3**"); and

(d) Lot 4
Section 18, Township 1
Comox District
Plan VIP 77108

("**Lot 4**"),

all substantially as shown on the subdivision plan attached as Schedule A

(Lot 1, Lot 2, Lot 3 and Lot 4 are collectively the "**New Lots**", and the remainder of the TimberWest Lands, other than the New Lots, are the "**TimberWest Remainder Lands**");

C. The District is the registered owner of the Airport Lands, as described in Item 2 of the Form E *Land Title Act* Schedule attached hereto, which are adjacent to or in the vicinity of the TimberWest Lands;

D. TimberWest and the District have agreed that TimberWest's subdivision and development of the TimberWest Lands is to proceed in three stages, with the first such stage comprising development of Lot 3 (the "**First Stage**"), the second such stage comprising development of Lot 1, Lot 2 and Lot 4 (the "**Second Stage**") and the third such stage comprising subdivision and development of the TimberWest Remainder Lands (the "**Third Stage**"). In this regard, development of the third stage will require separate application and reconsideration of this Agreement;

E. In connection with the planned subdivision to create the New Lots, TimberWest is required to provide all or part of the following: works and services pursuant to Section 940 of the *Local Government Act* (British Columbia) and the District of Campbell River Subdivision, Development and Servicing Bylaw No. 1340, 1983 ("**Bylaw No. 1340**");

F. TimberWest wishes to provide security and enter into this Agreement pursuant to Section 940 of the *Local Government Act* (British Columbia) in order that the District's approving officer may approve subdivisions of the TimberWest Lands to create the New Lots or the District's building inspector may approve the application for building permit, as the case may be, from time to time, before the Works and Services (hereinafter defined) have been completed,

including the provision of security for provision of water service to Lot 3, as identified in Schedule B;

G. Section 219 of the *Land Title Act* (British Columbia) provides that a covenant, whether of a negative or a positive nature, may be registered as a charge against the title to land in favour of a municipality, and that such a covenant is enforceable against the grantor and successors in title to the grantor;

H. In connection with the subdivision to create the New Lots, the District and TimberWest have agreed to grant to each other certain easements and rights of way on the terms and conditions hereinafter set forth; and

I. The grants of right of way in favour of the District as set out herein are necessary for the operation and maintenance of the District's undertaking.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements contained herein and the sum of $1.00 now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

1. Interpretations

1.1 Definitions.

(a) **"day"** means calendar day;

(b) **"Default Costs"** means the costs to the District of performing any of the obligations of TimberWest, as owner, under Bylaw No. 1340, and the obligations of TimberWest under this Agreement following a default by TimberWest under Bylaw No. 1340 or this Agreement, and includes, without limitation, the cost of materials, labour (whether using the District's own forces or other contractors), administrative and overhead costs, engineering and other consultant's fees, and legal fees and disbursements;

(c) **"District"** means the District of Campbell River;

(d) **"District Engineer"** means the Engineering Services Manager for the District, or his designate;

(e) **"month"** means a calendar month;

(f) **"Subdivision"** means a current or future subdivision of the TimberWest Lands or any portion thereof;

(g) **"TimberWest"** means TimberWest Forest III Limited, and includes any successors in title to the TimberWest Lands and any subdivided portions thereof;

(h) **"Works and Services"** means the works and services shown and described in Schedule C hereto and such other works and services pursuant to section 940 of the *Local Government Act* (British Columbia) as TimberWest may in the normal course be required to complete in future subdivisions of the TimberWest Lands, or portions thereof, as a condition of approval by the District pursuant to Bylaw No. 1340.

1.2 Grammatical. The singular includes a reference to the plural the masculine includes a reference to the feminine or body corporate or politic where the context requires, and a reference to the plural includes a reference to the singular, unless the context requires otherwise.

1.3 Enactments. Any enactment referred to herein is a reference to an enactment of British Columbia or Canada, as the case may be, and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the Council of the District, as amended, revised, consolidated or replaced from time to time.

1.4 Headings. The headings given to the Parts, Sections and Paragraphs in this Agreement are for convenience of reference only. They do not form part of this Agreement and shall not be used in the interpretation of this Agreement.

1.5 Severability. If any Part, Section, Paragraph or phrase of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

1.6 Schedules. The following appendices are annexed to and form part of this Agreement:

Schedule A – Subdivision Plan

Schedule B – Security for water service to Lot 3

Schedule C – List of required Works and Services

Schedule D – Road Expansion Right of Way Area

Schedule E – Waterworks Right of Way Area

Schedule F – Security For Waterworks Construction

Schedule G – Road Access Easement Area

Schedule H – Security for road extension in Road Access Easement Area

Schedule I – Aircraft Route Easement Area

2. Subdivision and Development

2.1 Restriction on Subdivision and Development of TimberWest Lands. TimberWest herein covenants and agrees with the District that the TimberWest Lands shall not be Subdivided or developed except in accordance with this Agreement and Bylaw No. 1340.

3. Security for Work and Services

3.1 Irrevocable Letter of Credit (ILOC). If TimberWest wishes to submit an Application for Subdivision Approval or an Application for Building Permit in connection with the First Stage, Second Stage or Third Stage of development to the District before a Certificate of Substantial Performance has been issued in respect of the Works and Services to be designed and constructed by TimberWest in connection with that stage of development, TimberWest shall provide the District with an Irrevocable Letter of Credit (ILOC) from a Schedule A Chartered Bank which maintains an office in Campbell River and in a form acceptable to the District and in the amount of 125% of the cost of the uncompleted work as estimated by the Consulting Engineer and verified by the District Engineer for constructing any such Works and Services that are not constructed to the standards required under Bylaw No. 1340 and this Agreement by TimberWest prior to TimberWest making such an application. The ILOC secures the obligations of TimberWest, as Owner, under Bylaw No. 1340 and the obligations of TimberWest hereunder. For the purposes of this Agreement, the Works and Services are as outlined in Schedule C, the Works and Services shall be completed in accordance with the development schedule set out in Schedule C and an ILOC shall be provided in accordance with this Agreement at the following times:

(i) First Stage: The Works and Services required in connection with the First Stage or set out in section 1 of Schedule C to this Agreement. The ILOC required for these Works and Services will be provided prior to the deposit in the Land Title Office of the subdivision plan attached as Schedule A (the District and TimberWest hereby acknowledge that the cost of the Works and Services required in connection with the First Stage are set out in Schedule B and Schedule H to this Agreement);

(ii) Second Stage: The Works and Services required in connection with the Second Stage are set out in sections 2 and 3 of Schedule C to this Agreement. The ILOC required for the Works and Services listed in section 2 of Schedule C will be provided prior to the discharge of the No Build Covenant (as defined below) from title to Lot 1 and Lot 2, and the ILOC required for the Works and Services listed in section 3 of Schedule C will be provided prior to the discharge of the No Build Covenant from title to Lot 4; and

(iii) Third Stage: The Works and Services required in connection with the Third Stage are set out in section 4 of Schedule C to this Agreement. The ILOC required for these Works and Services will be provided prior to TimberWest depositing a subdivision plan of the TimberWest Remainder Lands, or any portion thereof, in the Land Title Office.

Each ILOC shall be administered in accordance with section 8 and as follows:

(a) Renewal of Irrevocable Letter of Credit (ILOC). The ILOC shall have an automatic renewal clause. Unless the Irrevocable Letter of Credit is perpetual, TimberWest shall renew the ILOC at least thirty (30) days prior to its expiration in any year, for a further twelve month period until a Certificate of Acceptance for the Works and Services has been issued. The amount of the renewed ILOC in respect of Works and Services for which no Certificate of Substantial Completion has been issued, calculated as set out above, shall be increased by the amount of the increase if any, in the all items British Columbia Consumer Price Index as established by Statistics Canada, or its replacement index, over the preceding twelve month period.

(b) Draw on Irrevocable Letter of Credit (ILOC) for Default. If TimberWest fails to observe or perform any of the obligations of TimberWest, as Owner, under Bylaw No. 1340 on the part of the Owner to observe or perform, or any of the obligation of TimberWest hereunder, the District may, upon notice to TimberWest, cure the default and draw upon the ILOC in it's entirety.

(c) Shortfall in Irrevocable Letter of Credit (ILOC). If the ILOC is insufficient to cover the Default Cost, TimberWest shall pay to the District, immediately on receipt of the District's invoice for same, the difference between the balance of the ILOC and the Default Costs.

(d) Reduction of Irrevocable Letter of Credit (ILOC). If TimberWest wishes to apply to the District for a reduction of the ILOC before a Certificate of Substantial Performance has been issued with respect to all Works and Services, the Consulting Engineer must schedule a field inspection with the District Engineer and provide the District with materials certificates as set out in the Specifications and a Statutory Declaration with respect to such completed Works and Services. The District may reduce the ILOC by an amount equal to the cost, as estimated by the Consulting Engineer and verified by the District Engineer, of designing and constructing such completed Works and Services; provided that in no event will the ILOC be less than 5% of the original ILOC value.

(e) Interest. In no event shall the District be required to pay interest on the amount of the Irrevocable Letter of Credit (ILOC).

(f) Return of Irrevocable Letter of Credit (ILOC). The District shall return the balance of the ILOC to TimberWest following the District's receipt of a Certificate of Substantial Performance prepared by the Consulting Engineer with respect to all Works and Services, a Maintenance Bond, and a Statutory Declaration all in accordance with Section 11.3 of Bylaw No. 1340; provided that the District will be entitled to hold back 5% of the ILOC until TimberWest, as Owner, has complied with the provisions of Section 11.2 of Bylaw No. 1340.

3.2 Maintenance Bond. Upon the issuance of the Certificate of Substantial Performance, TimberWest shall provide the District Engineer with a Maintenance Bond in the form of cash or Irrevocable letter of Credit (ILOC) and equal to the greater of: (i) 5% of the cost of the Works and Services; and (ii) $1,000.00, all or part of which amount may be withheld by the District from the balance of the ILOC otherwise payable to TimberWest. The Maintenance Bond secures the obligations of TimberWest, as Owner, under Section 11.2 of Bylaw No. 1340. The Maintenance Bond shall be administered in accordance with section 8, and as follows:

(a) Draw on Deposit for Default. If TimberWest fails to observe or perform any of the obligations of TimberWest, as Owner, under Sections 11.2 and 11.3 of Bylaw No. 1340, the District may give notice to TimberWest of the District's election to cure the default and may draw upon the Maintenance Bond in an amount equal to the Default Costs incurred by the District in curing such default.

(b) Shortfall in Deposit. If the Maintenance Bond is insufficient to cover the Default Cost, TimberWest shall pay to the District, immediately on receipt of the District's invoice for same, the difference between the balance of the Maintenance Bond and the Default Costs.

(c) Interest. In no event shall the District be required to pay interest on the amount of the Maintenance Bond.

(d) Return of Deposit. The District shall return the balance of the Maintenance Bond following the expiration of all Maintenance Periods, receipt by the District of a Statutory Declaration from TimberWest, verification by the District Engineer that all information, documents, agreements, covenants and Fees required from TimberWest, as Owner, and Consulting Engineer pursuant to Bylaw No. 1340 have been provided to the District, and issuance by the District of the Certificate of Acceptance in accordance with Section 11.2 of Bylaw No.1340.

4. Fees and Charges

4.1 Covenant Fees and Charges. Unless otherwise provided in Bylaw No. 1340, TimberWest covenants and agrees with the District to pay the costs of registering this Agreement and all required ancillary documents in the Land Title Office.

4.2 Development cost charges. TimberWest shall pay all development cost charges imposed by bylaw, where applicable and subject to any set off agreed to by the District herein or otherwise in writing, prior to registration of any subdivision plan.

4.3 Other fees and charges. TimberWest shall pay all fees, disbursements, expenses, charges, taxes rates and assessments required to be paid to the District (save and except for the Works and Services and other costs for which security is given pursuant to section 3 of this Agreement) prior to registration of any subdivision plan.

5. Restriction on Development

5.1 "No-Build" Covenant. Concurrently with the deposit of the subdivision plan to create the New Lots, TimberWest agrees to register a covenant against title to Lot 1, Lot 2 and Lot 4 (the "**No Build Covenant**"). The No Build Covenant will prohibit construction or erection of any building or structure on Lot 1, Lot 2 and Lot 4 and provide that the District shall not be obliged to issue any building or occupancy permit in respect of Lot 1, Lot 2 or Lot 4, until such time as TimberWest has complied with the following conditions (the "**Conditions**"):

(a) completion of construction of an extension to the asphalt surface on the Road Access Easement Area (as defined below) to the Aircraft Route Easement Area (as defined below), to the District rural paved road standard;

(b) execution of a cost-sharing agreement with the District and any other registered owners of Lot 1, Lot 2, Lot 3 and Lot 4, which agreement will provide for cost-sharing of maintenance and upkeep of the Road Access Easement Area to be pro-rated between the District and the registered owners of Lot 1, Lot 2, Lot 3 and Lot 4 on the basis of actual or anticipated use;

(c) reconstruction the Aircraft Route Easement Area (as defined below) as an interior aircraft route to provide access to the airport runway, with paved surface in accordance with Transport Canada Acrodrome Standards and Recommended Practises;

(d) execution of a cost-sharing agreement between the District and TimberWest and/or any other registered owners of Lot 3 and Lot 4 and any other lands benefiting from the easement granted in section 7.2, which agreement will provide for cost-sharing of maintenance and upkeep of the Aircraft Route Easement Area to be pro-rated between the District and TimberWest and/or the registered owners of Lot 3 and Lot 4 and any other lands benefiting from this easement on the basis of actual or anticipated use;

(e) provision of water supply service to the lot being developed, to the standards applicable under the District's Bylaw, as then applicable; and

(f) provision of sewage disposal service to the lot being developed, to the standards applicable under the District's Bylaw, as then applicable.

Upon the written request of TimberWest, the District will execute and deliver to TimberWest a discharge of the No Build Covenant, at the expense of TimberWest, from any of Lot 1, Lot 2 and Lot 4 upon the District being satisfied that:

(g) if the discharge being requested is for Lot 1 or Lot 2, TimberWest has complied with Conditions (a), (b) and (as they relate to the lands for which the discharge is being requested) (e) and (f); and

(h) if the discharge being requested is for Lot 4, TimberWest has complied with all of the Conditions.

6. **Statutory Rights of Way in favour of the District**

6.1 Road Expansion Right of Way. Concurrently with the deposit of the subdivision plan to create the New Lots, TimberWest agrees to grant a statutory right of way (the "**Road Expansion Right of Way**") in favour of the District over the portion of the New Lots and TimberWest Remainder Lands shown outlined on the Plan of Statutory Right of Way prepared by David Ludvigson, British Columbia Land Surveyor, a reduced-size copy of which is attached hereto as Schedule D (the "**Road Expansion Right of Way Area**") for the purpose of reserving the Road Expansion Right of Way Area for future public road purposes. The Road Expansion Right of Way will be prepared by TimberWest in a form satisfactory to the District, acting reasonably, and will provide that: VIP77109.

(a) TimberWest will, prior to commencement of the Third Stage of development:

(i) construct a road and all equipment, materials, fixtures, attachments and appurtenances required in connection therewith (collectively, the "**Road Works**") within the Road Expansion Right of Way Area and the Road Access Easement Area (as defined below) to municipal standards acceptable to the District, in accordance with Bylaw No. 1340 or any subsequent bylaw;

(ii) following construction of the Road Works, dedicate the Road Works as public road; and

(iii) construct entrances to Lot 1, Lot 2, Lot 3 and Lot 4 to the Road Works to provide access and egress to Lot 1, Lot 2, Lot 3 and Lot 4, subject to receipt of "entrance permits" from the District; and

(b) the District will, following construction of the Road Works, maintain or cause to be maintained the Road Expansion Right of Way Area in a reasonable state of repair.

6.2 Waterworks Right of Way.

(a) *Grant of Right of Way.* TimberWest hereby grants, transfers and conveys unto the District the non-exclusive full, free and uninterrupted right, license, liberty, privilege, easement and statutory right of way for the District and its contractors, subcontractors, employees, licensees, permitees, invitees, guests, agents, servants and workmen, at all times hereafter, by night and by day and at their will and pleasure to enter upon, go across, pass over and repass over, within, upon and along the portion of the TimberWest Remainder Lands shown outlined on the Plan of Statutory Right of Way prepared by David Ludvigson, British Columbia Land Surveyor, a reduced-size copy of which is attached hereto as Schedule E (the "**Waterworks Right of Way Area**"), with or without vehicles, for the purposes of: VIP77105

(i) using the Waterworks (as defined below) to provide water from Lot 1 to the Airport Lands;

(ii) operating, maintaining, inspecting, altering, removing, replacing, burying, cleansing and otherwise continuing the Waterworks;

(iii) clearing the Waterworks Right of Way Area and keeping it clear of anything which in the opinion of the District constitutes or may constitute an obstruction to its use of the Waterworks Right of Way Area;

(iv) bringing onto the Waterworks Right of Way Area all materials and equipment the District requires or desires for any of the foregoing purposes; and

(v) generally doing all acts, things and matters necessary for or incidental to the exercise of the rights granted herein.

(b) *The District's Covenants*. The District will

(i) following construction of the Waterworks, maintain or cause to be maintained the Waterworks Right of Way Area in a reasonable state of repair including, without limitation, inspecting, repairing, renewing and replacing the Waterworks, as may be reasonably required to allow the District to exercise the rights granted herein;

(ii) cause no unnecessary damage or disturbance to TimberWest, the Waterworks Right of Way Area or any improvement within the Waterworks Right of Way Area;

(iii) exercise the utmost care not to materially damage the Waterworks Right of Way Area or any improvement within the Waterworks Right of Way Area and, if the District should cause any such damage, to restore such damage to the Waterworks Right of Way Area or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where the District deems restoration to be impractical, to reimburse TimberWest for all damage the District has caused but not restored;

(iv) comply with all applicable laws when exercising its rights and carrying out its duties hereunder; and

(v) indemnify and save harmless TimberWest in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by the District or any other person permitted hereunder of any of the rights granted hereunder by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any damage to or loss of property suffered by TimberWest or others, except to the extent of the negligence or wilful misconduct of TimberWest or persons for whose conduct TimberWest is in law responsible.

(c) *TimberWest's Covenants*. TimberWest will:

(i) construct a system of waterworks, including a well and all pipes, valves, fittings and facilities in connection therewith, necessary for conveying water from Lot 1 to the Airport Lands (the "**Waterworks**") to the satisfaction of the District in accordance with the standards outlined in Bylaw No. 1340, and will deposit Security in the form described in section 3 above, and in the amount identified in Schedule F attached herein and forming part of this Agreement in respect of such work;

(ii) allow the District to trim or, if necessary, cut down any tree or other growth on the Waterworks Right of Way Area which in the opinion of the District constitutes or may constitute a danger or obstruction to those using the Waterworks Right of Way Area;

(iii) permit the District for the period during which this Agreement is in force to peaceably hold and enjoy the rights hereby granted;

(iv) not erect, or permit to be erected, any buildings or structures on the Waterworks Right of Way Area which would, in the reasonable opinion of the District, obstruct or preclude the District from exercising its rights in accordance with this Agreement;

(v) not substantially diminish the soil cover over any of the Waterworks and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Waterworks. Notwithstanding the foregoing, TimberWest may pave the surface of the Waterworks Right of Way Area with asphalt or other material, install curb and landscaping and use the Waterworks Right of Way Area or part thereof as a driveway, provided that any additional costs incurred by the District in accessing and restoring the paved surface in the course of maintaining or repairing the Waterworks will be at TimberWest's cost; and

(vi) upon the request of the District, provide such consents, authorizations and approvals as may be reasonably required from time to time for the District to use the Waterworks Right of Way Area in accordance with this Agreement.

7. Easements in favour of TimberWest

7.1 Road Access Easement.

(a) *Grant of Easement*. The District hereby grants, transfers and conveys unto TimberWest, for the benefit of and to be appurtenant to the TimberWest Lands, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for TimberWest, its successors and assigns and their contractors, subcontractors, employees, licensees, permitees, invitees, guests,

agents, servants and workmen, at all times hereafter, by night and by day, at their will and pleasure to enter upon, go across, pass over and repass over, within, upon and along that portion of the Airport Lands shown outlined in bold on the Easement Plan prepared by David Ludvigson, British Columbia Land Surveyor, a reduced-size copy of which is attached hereto as Schedule G (the "**Road Access Easement Area**"), with or without vehicles, machinery and equipment, for the purposes of: VIP77106

(i) providing access to and egress from the TimberWest Lands;

(ii) hauling logs and any other material from the TimberWest Lands;

(iii) bringing onto the Road Access Easement Area all vehicles, machinery, materials and equipment they require or desire for any of the foregoing purposes;

(iv) clearing the Road Access Easement Area and keeping it clear of anything which in the opinion of TimberWest constitutes or may constitute an obstruction to its use of the Road Access Easement Area; and

(v) generally doing all acts, things and matters necessary for or incidental to the exercise of the rights granted herein.

(b) *The District's Covenants*. The District will:

(i) maintain or cause to be maintained the Road Access Easement Area in accordance with the following:

A. until the completion of the First Stage, the District will maintain the Road Access Easement Area in a reasonable state of repair as may be reasonably required by TimberWest to exercise the rights granted hereunder; and

B. upon commencement of the Second Stage, being the approval of building permits on Lot 1, Lot 2 and Lot 4, the District will maintain the Road Access Easement Area in accordance with the cost-sharing agreement to be entered into by the District and TimberWest (or such other party as may be a registered owner of Lot 1, Lot 2, Lot 3 or Lot 4, as the case may be), which agreement shall provide for cost-sharing of maintenance and upkeep of the Road Access Easement Area to be pro-rated between the District and the registered owners of Lot 1, Lot 2, Lot 3 and Lot 4 on the basis of actual or anticipated use;

(ii) permit TimberWest for the period during which this Agreement is in force to peaceably hold and enjoy the rights hereby granted; and

(iii) dedicate all or a portion of the Road Access Easement Area for public road purposes following construction of the Road Works concurrently with the dedication of the Road Works as public road in accordance with 6.1(a)(ii).

(c) *TimberWest's Covenants*. TimberWest will:

(i) cause no unnecessary damage or disturbance to the District, the Road Access Easement Area, the Airport Lands or any improvement thereon;

(ii) exercise the utmost care not to materially damage the Road Access Easement Area or any improvement on the Road Access Easement Area and if TimberWest causes any such damage, to restore such damage to the Road Access Easement Area or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where TimberWest deems restoration to be impractical, reimburse the District for all damage TimberWest has caused but not restored;

(iii) indemnify and save harmless the District in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by TimberWest or any other person permitted hereunder of any of the rights granted hereunder by reason of or with respect to any injury to person or persons including death resulting at any time hereafter and any damage to or loss of property suffered by the District or others, except to the extent of negligence or wilful misconduct of the District or persons for whose conduct the District is responsible;

(iv) construct an extension to the asphalt surface on the Road Access Easement Area to the entrance to Lot 3, to the District rural road paved standard, and will deposit Security in the form described in section 3 above, and in the amount identified in Schedule H attached herein and forming part of this Agreement in respect of such surfacing work;

(v) prior to commencement of the Second Stage of development:

A. construct a further extension to the asphalt surface on the Road Access Easement Area to the Aircraft Route Easement Area, to the District rural paved road standard; and

B. enter into a cost-sharing agreement that provides for cost-sharing of maintenance and upkeep of the Road Access Easement Area to be pro-rated between the District and the registered owners of Lot 1, Lot 2, Lot 3 and Lot 4 on the basis of actual or anticipated use.

7.2 Aircraft Route Easement.

(a) *Grant of Easement*. The District hereby grants, transfers and conveys unto TimberWest, for the benefit of and to be appurtenant to the TimberWest Lands,

the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for TimberWest, its successors and assigns and their contractors, subcontractors, employees, licensees, permitees, invitees, guests, agents, servants and workmen, at all times hereafter, by night and by day, at their will and pleasure to enter upon, go across, pass over and repass over, within, upon and along that portion of the Airport Lands shown outlined in bold on the Easement Plan prepared by David Ludvigson, British Columbia Land Surveyor, a reduced-size copy of which is attached hereto as Schedule I (the "**Aircraft Route Easement Area**"), with or without vehicles, machinery and equipment, for the purposes of:

(i) using the Aircraft Route Easement Area as an interior aircraft route to the airport runway;

(ii) clearing the Aircraft Route Easement Area and keeping it clear of anything which in the opinion of the District constitutes or may constitute an obstruction to its use of the Aircraft Route Easement Area;

(iii) bringing onto the Aircraft Route Easement Area all materials and equipment the District requires or desires for any of the foregoing purposes; and

(iv) generally doing all acts, things and matters necessary for or incidental to the exercise of the rights granted herein.

(b) *The District's Covenants*. The District will:

(vi) maintain or cause to be maintained the Aircraft Route Easement Area in accordance with the following:

A. until the completion of the First Stage, the District will maintain the Aircraft Route Easement Area in a reasonable state of repair as may be reasonably required by TimberWest to exercise the rights granted hereunder; and

B. upon commencement of the Second Stage, the District will maintain the Aircraft Route Easement Area in accordance with the cost-sharing agreement to be entered into by the District and TimberWest (or such other party as may be a registered owner of Lot 3 or Lot 4 or other lands benefiting from this easement, as the case may be), which agreement shall provide for cost-sharing of maintenance and upkeep of the Aircraft Route Easement Area to be pro-rated between the District and the registered owners of Lot 3 and Lot 4 and any other lands benefiting from this easement, as the case may be, on the basis of actual or anticipated use; and

(i) permit TimberWest for the period during which this Agreement is in force to peaceably hold and enjoy the rights hereby granted provided that all

applicable Canadian Aviation Regulations in effect now or any future regulatory requirements are met.

(c) *TimberWest's Covenants.* TimberWest will:

(i) cause no unnecessary damage or disturbance to the District, the Aircraft Route Easement Area, the Airport Lands or any improvement thereon;

(ii) exercise the utmost care not to materially damage the Aircraft Route Easement Area or any improvement on the Aircraft Route Easement Area and if TimberWest causes any such damage, restore such damage to the Aircraft Route Easement Area or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where TimberWest deems restoration to be impractical, reimburse the District for all damage TimberWest has caused but not restored;

(iii) indemnify and save harmless the District in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by TimberWest or any other person permitted hereunder of any of the rights granted hereunder by reason of or with respect to any injury to person or persons including death resulting at any time hereafter and any damage to or loss of property suffered by the District or others, except to the extent of negligence or wilful misconduct of the District or persons for whose conduct the District is responsible;

(iv) construct and install a gated and lock system, if manual opening, to the Aircraft Route Easement Area for the airport taxiway, and taxiway road crossing with vehicular control measure in place prior to use; and

(v) prior to development of Lot 4:

A. reconstruct the Aircraft Route Easement Area as an interior aircraft route to provide access to the airport runway, with paved surface in accordance with Transport Canada Aerodrome Standards and Recommended Practises; and

B. enter into a cost-sharing agreement that provides for cost-sharing of maintenance and upkeep of the Aircraft Route Easement Area to be pro-rated between the District and the registered owners of Lot 3 and Lot 4 and any other lands benefiting from this easement on the basis of actual or anticipated use.

8. Waiver and Release by TimberWest

8.1 Waiver and Release by TimberWest. TimberWest waives, relinquishes, and abandons any right or claim which TimberWest now has or may at any time have, save and except as expressly provided in this Agreement or otherwise in writing, for any contribution

from the District toward TimberWest's cost of designing, constructing or installing the Works and Services.

8.2 Act or Omission of TimberWest. Despite any rule of law or equity to the contrary, TimberWest releases, saves harmless and forever discharges the District and its elected officials, officers, servants, employees, solicitors, agents, successors, and assigns from all manner of actions, causes of action, suits, debts, losses, dues, accounts, bonds, covenants, contracts, expenses, damages, costs, claims, and demands whatsoever, and whomsoever, brought by reason of or related to:

(a) the Works and Services to be performed or provided by TimberWest or its servants, agents, officers, contractors, sub-contractors, licensees, or invitees, under this Agreement; and

(b) liens for non-payment for labour or material, workers compensation assessment, unemployment insurance, or federal or provincial taxes.

8.3 Act or Omission of District. Despite any rule of law or equity to the contrary, TimberWest releases, saves harmless and forever discharges, and covenants not to sue the District, its elected officials, officers, servants, consultants, solicitors, agents, successors, and assigns, in respect of any and all actions, causes of action, claims, demands, and damages howsoever arising which TimberWest now has or may hereafter have against the District, its elected officials, officers, servants, employees, consultants, solicitors, agents, successors, and assigns, by reason of the District entering into and observing and performing the terms, conditions and provisos on the part of the District to be observed and performed herein; provided that this section is not intended to prevent TimberWest from enforcing any remedy for breach by the District of its obligations under this Agreement.

9. Representations and Warranties of TimberWest

9.1 Representations and Warranties of TimberWest. TimberWest represents and warrants to the District that:

(a) all necessary corporate actions and proceedings have been taken by TimberWest to authorize its entry into and performance of this Agreement;

(b) upon execution and delivery on behalf of TimberWest, this Agreement constitutes a valid and binding contractual obligation of TimberWest;

(c) neither the execution, delivery or performance of this Agreement shall breach any other agreement or obligation, or cause TimberWest to be in default of any other agreement or obligation, respecting the TimberWest Lands; and

(d) TimberWest has the corporate capacity and authority to enter into and perform this Agreement.

10. General Provisions

10.1 Run with the Lands (TimberWest Lands). The relevant covenants and agreements set forth in this Agreement shall charge the TimberWest Lands and are covenants the burden of which shall run with the TimberWest Lands and bind the TimberWest Lands and every part or parts thereof and, subject to the release provisions hereinafter contained, every part to which such lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise. The agreements will not terminate if and when a person other than the current registered owner becomes an owner in fee simple of the TimberWest Lands or any portion thereof, but charge the whole of the interest of such person and continue to run with and bind the lands and all future owners for the time being of the TimberWest Lands or any portion thereof.

10.2 Run with the Lands (Airport Lands). The relevant covenants and agreements set forth in this Agreement shall charge the Airport Lands and are covenants the burden of which shall run with the Airport Lands and bind the Airport Lands and every part or parts thereof and, subject to the release provisions hereinafter contained, every part to which such lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise. The agreements will not terminate if and when a person other than the current registered owner becomes an owner in fee simple of the Airport Lands or any portion thereof, but charge the whole of the interest of such person and continue to run with and bind the lands and all future owners for the time being of the Airport Lands or any portion thereof.

10.3 Partial and Final Release of Covenant. The District covenants and agrees to release and discharge the covenant granted in section 2 from title to the lots comprised by each successive Subdivision of the TimberWest Lands upon completion of the portion of the Works and Services in accordance with the requirements of this Agreement and Bylaw No. 1340 which are applicable to such Subdivision, such that the covenant shall at all times be registered against the remainder of the TimberWest Lands until the last Subdivision of the TimberWest Lands, where applicable. The covenant shall not be released from the lots comprising the last Subdivision until any remaining obligations of TimberWest pursuant to Bylaw No. 1340 of the District and as set our herein shall have been performed by TimberWest and a certificate of acceptance has been issued by the District.

10.4 Benefit of District. It is further expressly agreed that the benefit of all covenants made by TimberWest in this Agreement accrues solely to the District and that this Agreement may only be modified by written agreement of the District with TimberWest.

10.5 Decisions of District. Unless otherwise expressly provided in this Agreement, whenever the District is permitted to make or give any decision, direction, determination, or consent, the District may act in its sole discretion.

10.6 Entire Agreement. It is mutually understood, agreed, and declared by and between the parties that with respect to the subject matter of this Agreement the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with TimberWest other than those expressly contained in this Agreement. This Agreement constitutes the entire agreement between TimberWest and the District with regard to the subject matter hereof and supersedes all prior agreements,

understandings, negotiations, and discussions, whether oral or written of the District with TimberWest.

10.7 Rights Cumulative. Nothing contained or implied herein prejudices or affects the District's rights and powers in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act* or its rights and powers under any public and private statutes, bylaws, orders, and regulations to the extent the same are applicable to the TimberWest Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by TimberWest.

10.8 Priority of Agreement. TimberWest shall do or cause to be done, at the expense of TimberWest, all acts necessary to grant priority to this charges contained in this Agreement over all financial charges and encumbrances which may have been registered against the title to the TimberWest Lands in the Victoria Land Title Office, save and except those specifically approved in writing by the District or in favour of the District.

10.9 TimberWest's Costs. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of TimberWest contained in this Agreement, and of all matters incidental to them, is solely that of TimberWest. All of the costs of the preparation, execution, and registration of any amendments or discharges are to be borne by TimberWest.

10.10 Time of the Essence. Time is of the essence of this Agreement. If a delay in performance of the Works and Services is caused by reason of strike or lockout, fire, Act of God, or any other act which in the opinion of the District Engineer is effectively beyond TimberWest's reasonable control, the District Engineer will extend the time for completion of the Works and Services by TimberWest by whatever time the District Engineer deems to be reasonable in the circumstances.

10.11 Notices. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to TimberWest at:

TimberWest Forest III Limited, Inc.No. 459436
7th Floor, 700 West Georgia Street
Vancouver, BC
V7Y 1A1

Attention: Gordon Littlejohn

and:

to the District at:

District of Campbell River
301 St. Ann's Road
Campbell River, BC
V9W 4C7

Attention: Clerk

Or to such other address to which a party hereto from time to time notifies the other parties in writing.

10.12 Waiver. No amendment or waiver of any portion of this Agreement is to be valid unless in writing and executed by the parties to this Agreement. Waiver of any default by a party is not to be deemed to be a waiver of any subsequent default by that party.

10.13 Relationship. This Agreement is not intended to create a partnership, joint venture, or agency between or among TimberWest and the District.

10.14 Enurement. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns (as the context permits).

10.15 Choice of Law. This Agreement has been entered into and shall be governed by and construed according to the laws of and enforced in the Province of British Columbia.

10.16 Further Assurances. TimberWest shall, on the request of the District execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights-of-way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.

11. Legal Effect

11.1 Effective Date. The covenant set out in section 2 will not become binding upon TimberWest until the subdivision plan creating the New Lots has been executed and delivered by the District and this Agreement has been executed and delivered by TimberWest and executed by the District, failing which all plans, documents and monies which have been delivered to the District in connection with the covenant or the proposed Subdivision or development of the TimberWest Lands other than any non-refundable fees paid to the District pursuant to Bylaw No. 1340 shall be returned to TimberWest, and the District and TimberWest shall not have any further obligations pursuant to this Agreement.

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

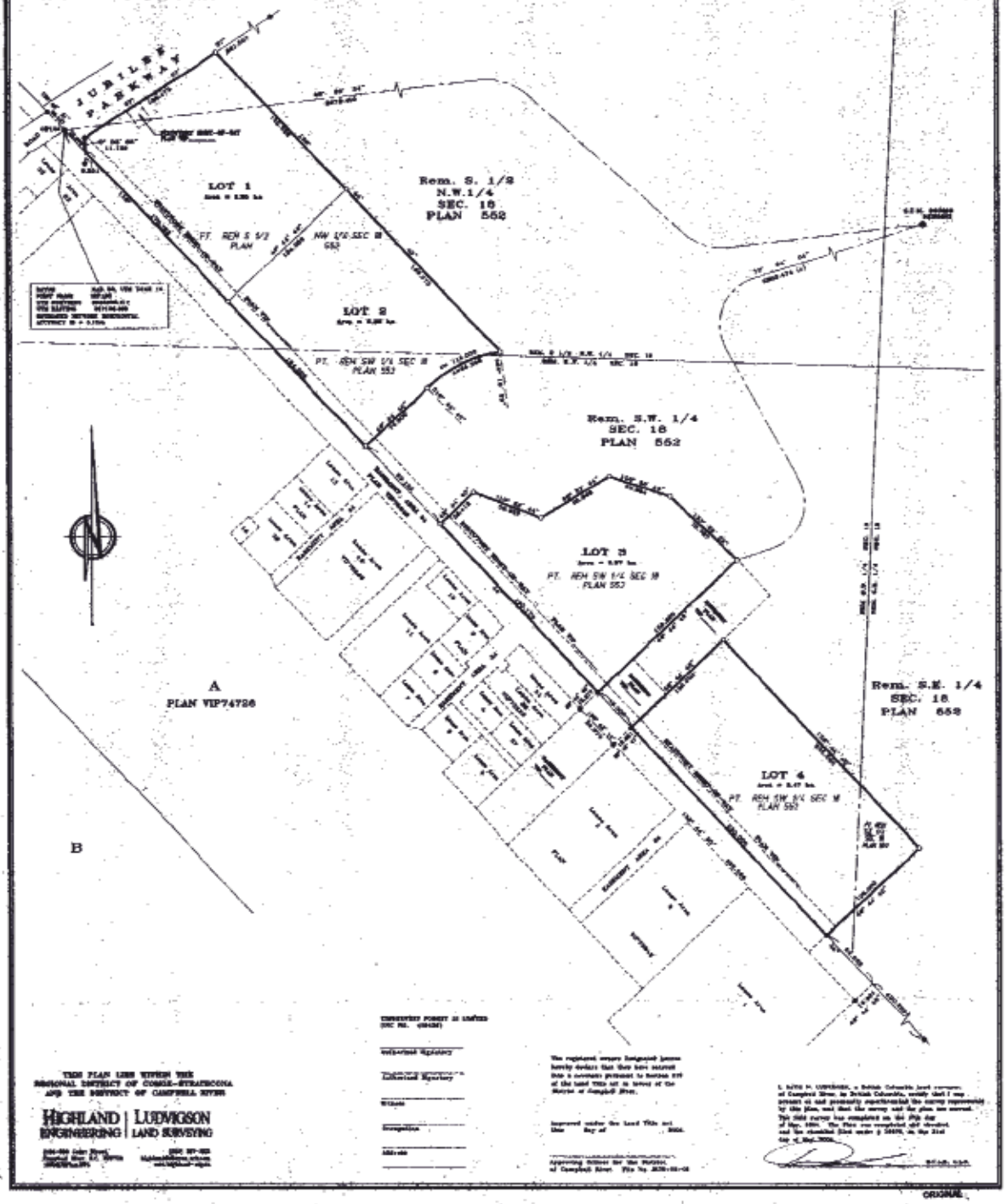
SCHEDULE A

SUBDIVISION PLAN OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, EXCEPT PARTS IN PLANS 13347, 16962 AND 18567 AND PART OF THE SOUTH EAST 1/4 OF SECTION 18, EXCEPT PARTS IN PLANS 13347, 18567 AND VIP70523 AND PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, EXCEPT PARTS IN PLANS 13347, 16962, 18567 AND VIP69102, ALL OF TOWNSHIP 1, COMOX DISTRICT, PLAN 552.

PLAN VIP 77108

B.C.G.S. 92F.094

LEGEND



THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF COMOX-STRATHCONA AND THE DISTRICT OF CAMPBELL RIVER

HIGHLAND ENGINEERING | LUDVIGSON LAND SURVEYING

ORIGINAL

SCHEDULE B

HIGHLAND | LUDVIGSON
ENGINEERING | LAND SURVEYING
A Partnership of Incorporated Professionals

2. Water Service to Proposed Lot 3

Cut into 250 mm main, install 250H x 250H x 200F tee, 200 FXH valve, and install 10 m of 200 PVC DR 18 water main.

Material	**$2,000**
Labour & Equipment	**$1,500**
Total Estimated Cost	**$3,500**

Prepared and Sealed by:

R.K. Stephens, P. Eng. **March 9, 2007**

PROFESSIONAL ENGINEER
PROVINCE OF BRITISH COLUMBIA
R.K. STEPHENS

K:\Corr-Proj\1185\Page 2 Water Service to Lot 3.doc

#104 – 990 Cedar Street, Campbell River, BC, V9W 7Z8 Phone: (250) 287-2825 Fax: (250) 287-3980
Email: highland@highland-eng.ca Web Page: http://highland-eng.ca

SCHEDULE C

REQUIRED WORKS AND SERVICES

1. The following Works and Services must be completed in connection with the development of Lot 3:

   (a) construction of the Waterworks (see section 6.2(c)(i));

   (b) extension of the asphalt surface on the Road Access Easement Area to the entrance of Lot 3 (see section 7.1(c)(iv)); and

   (c) construction of a gated and lock system to the Aircraft Route Easement Area (see section 7.2(c)(iv)).

2. The following Works and Services must be completed in connection with the development of Lot 1 and Lot 2:

   (a) extension of asphalt surface on the Road Access Easement Area to the Aircraft Route Easement Area (see section 5.1(a)); and

   (b) water and sewage disposal servicing (see sections 5.1(e) and (f)).

3. The following Works and Services must be completed in connection with the development of Lot 4:

   (a) extension of asphalt surface on the Road Access Easement Area to the Aircraft Route Easement Area (see section 5.1(a));

   (b) water and sewage disposal servicing (see sections 5.1(e) and (f)); and

   (c) paving, improvement and reconstruction of the Aircraft Route Easement Area (see section 5.1(c)).

4. The following Works and Services must be completed in connection with the development of the TimberWest Remainder Lands:

   (a) construction of the Road Works within the Road Expansion Right of Way Area and the Road Access Easement Area (see section 6.1(a)(i)); and

   (b) construction of entrances to Lot 1, Lot 2, Lot 3 and Lot 4.

PLAN OF STATUTORY RIGHT-OF-WAY OVER PARTS OF LOTS 1, 2, 3, & 4, SECTION 18, PLAN VIP_____, AND PARTS OF THE S.W. ¼ of SECTION 18, PLAN 552, EXCEPT THAT PART IN PLAN 13347, 16962, AND 18567, ALL OF TOWNSHIP 1, COMOX DISTRICT.

PLAN VIP 74727

B.C.G.S. 92F.094
PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

SCALE 1:2500

LEGEND

BOOK OF REFERENCE

DESCRIPTION	AREA
PT OF LOT 1, PLAN VIP_____	A 2.170 ha.
PT OF LOT 3, PLAN VIP_____	B 0.166 ha.
PT. SW¼ S.W. ¼ SEC 18	C 699 m²
PT OF LOT 4, PLAN VIP_____	D 0.190 ha.
PT. SW¼ S.W. ¼ SEC 18	E 400 m²
PT OF LOT 4, PLAN VIP_____	F 0.535 ha.

SEE DETAIL 'A'

DETAIL 'A'
SCALE 1:500

JUBILEE PARKWAY

LOT 1

Rem. S. 1/2 N.W.1/4 SEC. 18

LOT 2

Rem. S.W. 1/4 SEC. 18

LOT 3

LOT 4

Rem. S.E. 1/4 SEC. 18

PLAN VIP74726

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF COMOX-STRATHCONA AND THE DISTRICT OF CAMPBELL RIVER

HIGHLAND | LUDVIGSON ENGINEERING | LAND SURVEYING

ORIGINAL

PLAN OF STATUTORY RIGHT-OF-WAY OVER PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 1, COMOX DISTRICT, PLAN 552, EXCEPT THAT PART IN PLANS 13347, 16962, 18567, AND VIP69102.

PLAN VIP 77105

Deposited in the Land Title Office in Victoria, B.C. this day of , 2004.

Registrar

B.C.G.S. 92F.094
PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

SCALE 1:500 0 5 10 20 30 50m

All distances are in metres unless otherwise stated.

LEGEND

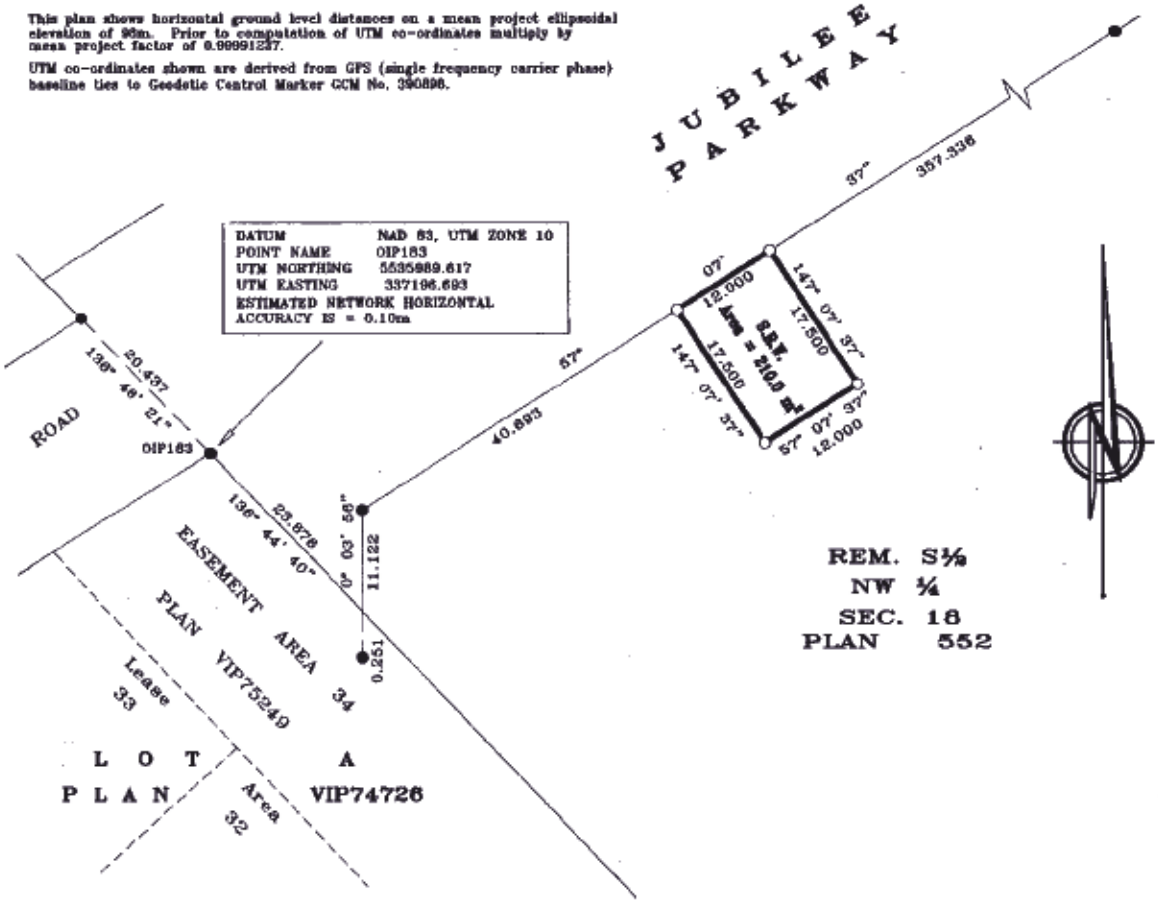
Bearings are Nad 83 grid bearings derived from differential carrier phase G.P.S. observations referred to the central meridian of U.T.M. Zone 10. To obtain local astronomic bearings referred to the meridian through OIP183, subtract 1°-44'-16".

● Indicates Standard Iron Post found.

○ Indicates Standard Iron Post set.

This plan shows horizontal ground level distances on a mean project ellipsoidal elevation of 90m. Prior to computation of UTM co-ordinates multiply by mean project factor of 0.99991237.

UTM co-ordinates shown are derived from GPS (single frequency carrier phase) baseline ties to Geodetic Control Marker GCM No. 390896.



THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF COMOX-STRATHCONA AND THE DISTRICT OF CAMPBELL RIVER

I, DAVID N. LUDVIGSON, a British Columbia land surveyor, of Campbell River, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and the plan are correct. The field survey was completed on the 17th day of May, 2004. The Plan was completed and checked, and the checklist filed under #15515, on the 20th day of May, 2004.

B.C.L.S., C.L.S.

HIGHLAND ENGINEERING | LUDVIGSON LAND SURVEYING

#104-990 Cedar Street, Campbell River, B.C. V9W7Z8
13705RWell.dwg

(250) 287-2825
highland@highland-eng.ca
www.highland-eng.ca

ORIGINAL

SCHEDULE F

HIGHLAND | LUDVIGSON
ENGINEERING | LAND SURVEYING
A Partnership of Incorporated Professionals

1. Supply Second Well Source to Campbell River Airport

Supply and Install 1.5 HP pump in existing well, install 50 mm pipeline and power cable (220m) and well head site fencing.

Pump & Controller	**$ 1,500**
Pipeline & Power	**$16,500**
Pavement Repair	**$ 1,000**
Grass Repair	**$ 500**
Site Fence	**$ 2,500**
Site Works	**$ 3,000**
Total Estimated Cost	**$25,000**

Prepared and Sealed by:

R.K. Stephens, P. Eng. March 29, 2004

PROFESSIONAL ENGINEER
PROVINCE OF BRITISH COLUMBIA
R.K. STEPHENS

K:\Corr-Proj\185\Page 1 Supply Second Well.doc

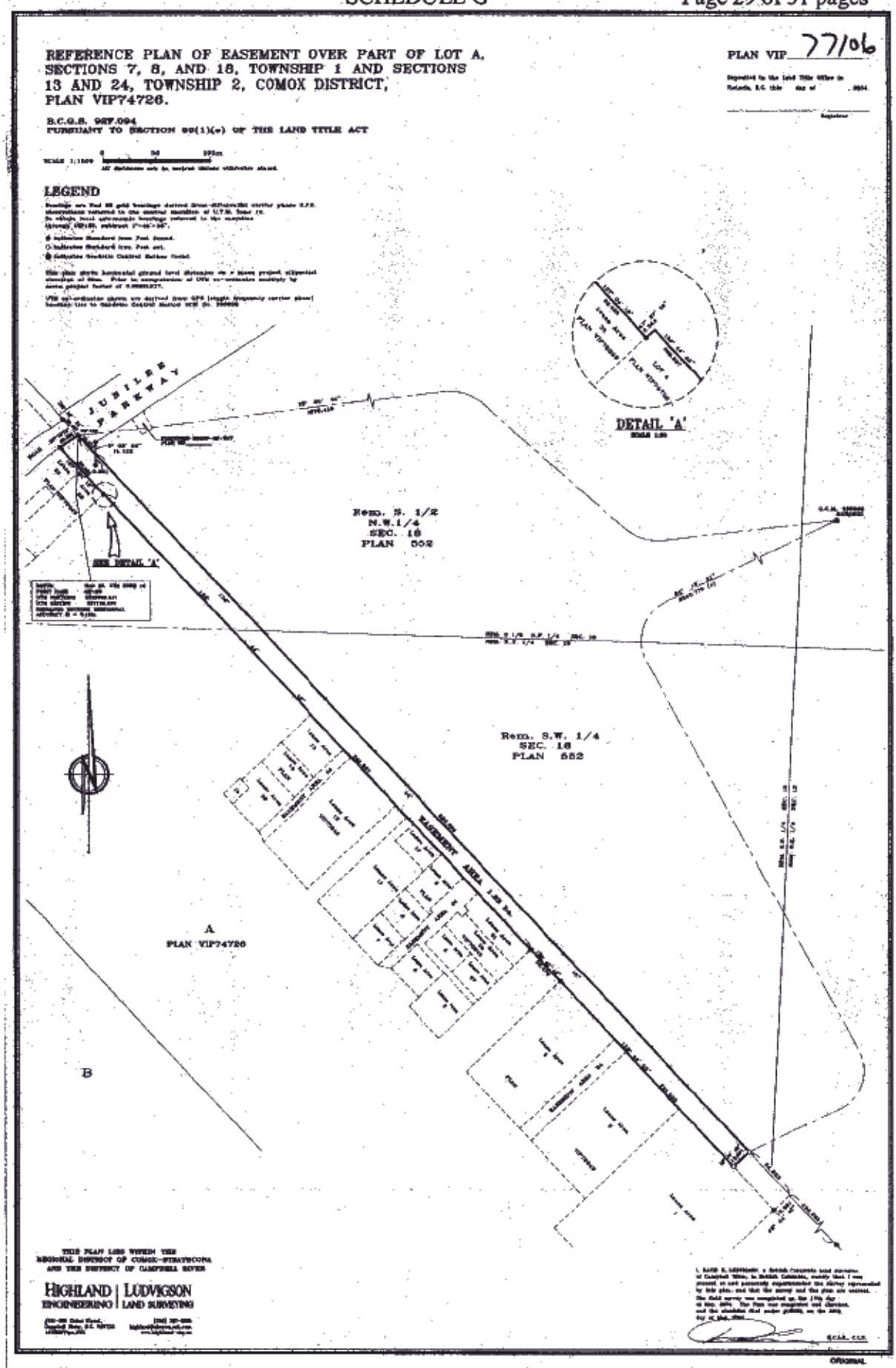
#104 – 990 Cedar Street, Campbell River, BC, V9W 7Z8 Phone: (250) 287-2825 Fax: (250) 287-3980
Email: highland@highland-eng.ca Web Page: http://highland-eng.ca

REFERENCE PLAN OF EASEMENT OVER PART OF LOT A, SECTIONS 7, 8, AND 18, TOWNSHIP 1 AND SECTIONS 13 AND 24, TOWNSHIP 2, COMOX DISTRICT, PLAN VIP74726.

PLAN VIP 77106

B.C.G.S. 92F.094
PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT

LEGEND



THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF COMOX-STRATHCONA AND THE DISTRICT OF CAMPBELL RIVER

HIGHLAND | LUDVIGSON
ENGINEERING | LAND SURVEYING

ORIGINAL

SCHEDULE H

HIGHLAND ENGINEERING | LUDVIGSON LAND SURVEYING
A Partnership of Incorporated Professionals

3. Frontage Road Improvements

Extend paving 80 m at 7.5 m wide over existing gravel road, add shoulders and trim ditchlines.

Excavation	$ 1,000
Crush Road Surface & Shoulders	
60 cu.m. @ $50.00	$ 3,000
Asphalt Concrete Paving	
80 tonne @ $125.00/tonne	$ 10,000
Clean up and trim	$ 1,000
Total Estimated Cost	**$ 15,000**

Prepared and Sealed by:

R.K. Stephens, P. Eng. March 26, 2004

PROFESSIONAL ENGINEER PROVINCE OF BRITISH COLUMBIA R.K. STEPHENS

K:\Corr-Proj\1125\Page 2 Water Service to Lot 3.doc

#104 – 990 Cedar Street, Campbell River, BC, V9W 7Z8 Phone: (250) 287-2825 Fax: (250) 287-3980
Email: highland@highland-eng.ca Web Page: http://highland-eng.ca

REFERENCE PLAN OF EASEMENT OVER PART OF LOT A, SECTIONS 7, 8 AND 18, TOWNSHIP 1, AND SECTIONS 13 AND 24, TOWNSHIP 2, COMOX DISTRICT, PLAN VIP74726.

PLAN VIP 7707

Deposited in the Land Title Office in Victoria, B.C. this day of , 2004.

Registrar

B.C.G.S. 92F.094
PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT

SCALE 1:750 0 5 10 20 30 50m

All distances are in metres unless otherwise stated.

LEGEND

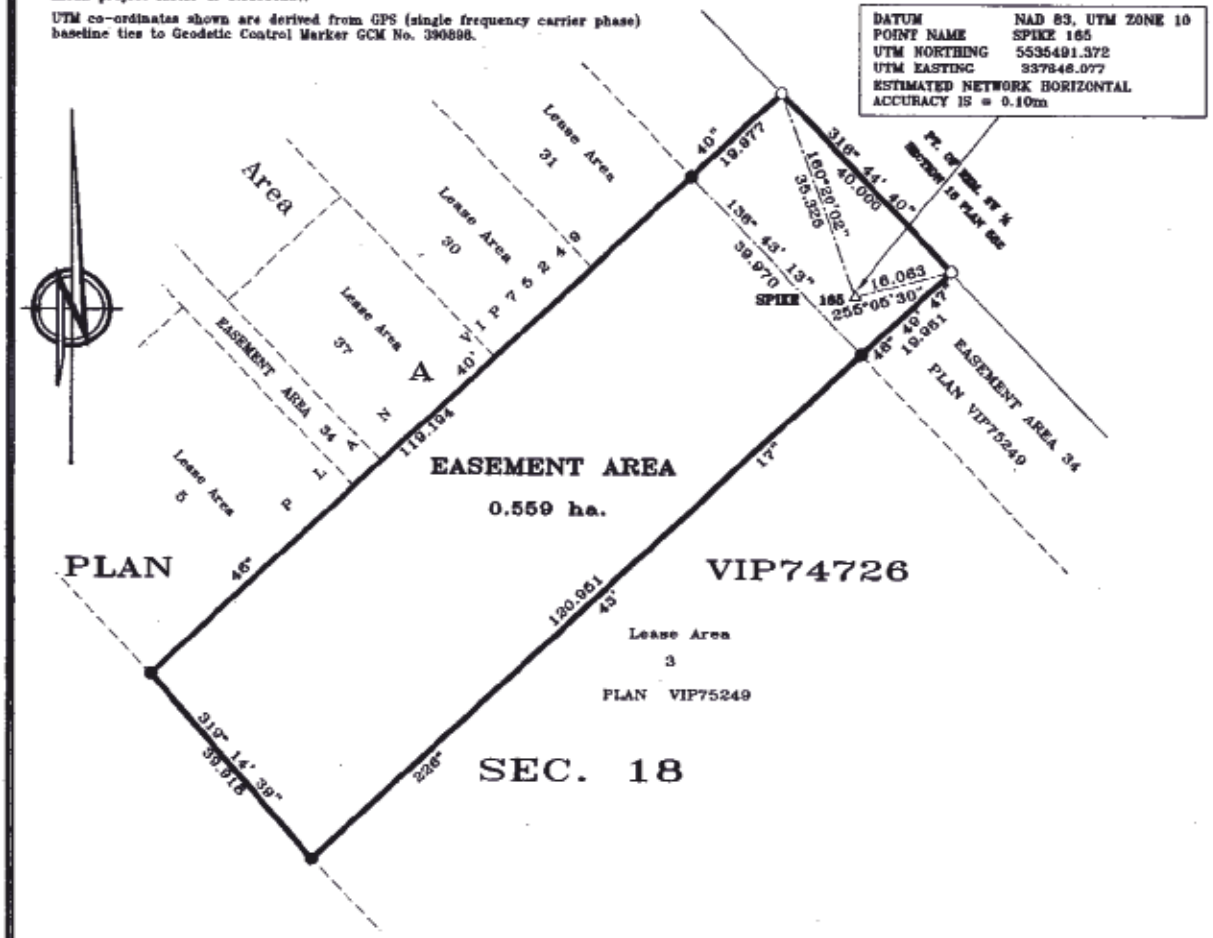
Bearings are Nad 83 grid bearings derived from differential carrier phase G.P.S. observations referred to the central meridian of U.T.M. Zone 10. To obtain local astronomic bearings referred to the meridian through SPIKE 165, subtract 1°-43'-58".

● indicates Standard Iron Post found.
○ indicates Standard Iron Post set.
△ indicates Traverse hub.

This plan shows horizontal ground level distances on a mean project ellipsoidal elevation of 98m. Prior to computation of UTM co-ordinates multiply by mean project factor of 0.99991237.

UTM co-ordinates shown are derived from GPS (single frequency carrier phase) baseline ties to Geodetic Control Marker GCM No. 390898.

DATUM	NAD 83, UTM ZONE 10
POINT NAME	SPIKE 165
UTM NORTHING	5535491.372
UTM EASTING	337846.077
ESTIMATED NETWORK HORIZONTAL ACCURACY IS	± 0.10m



THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF COMOX-STRATHCONA AND THE DISTRICT OF CAMPBELL RIVER

HIGHLAND ENGINEERING | LUDVIGSON LAND SURVEYING

#104-990 Cedar Street, Campbell River, B.C. V9W7Z8
1379TAXIESMT.DWG

(250) 287-2825
highland@highland-eng.ca
www.highland-eng.ca

I, DAVID N. LUDVIGSON, a British Columbia land surveyor, of Campbell River, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and the plan are correct. The field survey was completed on the 17th day of May, 2004. The Plan was completed and checked, and the checklist filed under # 15597, on the 21st day of May, 2004.

B.C.L.S., C.L.S.

ORIGINAL

- END OF DOCUMENT -

Done ✓

14 JUN 2004 14 47 EW074303

LAND TITLE ACT

VIP77105

FORM 11(a)
(Section 99(1)(e), (j) and (k))

1 Plan @ $50

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, **KIM GRAHAM**, c/o Dye & Durham, 734 Broughton Street, Victoria, British Columbia, V8W 1E1 (telephone: 250-953-1700; agent for **TIMBERWEST FOREST III LTD.**, Incorporation No. 459436, 7th Floor, 700 West Georgia Street, Vancouver, B.C., V7Y 1A1, the owners in fee simple, apply to deposit a Statutory Right of Way Plan over:

District of Campbell River
Parcel Identifier 008-892-652
The south ½ of the North West ¼ of Section 18
Township 1
Comox District
Plan 552, except that part in Plans 13347, 16962, 18567 and VIP69102

01 PLANS 04/06/14 14:46:40 01 VI 571074 $50.00

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u).
3. Fees of $

Dated the 14th day of June, 2004.

KIM GRAHAM

DYE & DURHAM CO. LTD.

VIP77105

146833-337148
VDO_DOCS #1325661 v. 1

REGISTERED VIEW74303 V75494 2006-11-02-13.45.58.672262

14 JUN 2004 14 47 EW074303

VIP77106

LAND TITLE ACT
FORM 11
(section 100 (4) (a))

1 Plan @ $50

APPLICATION TO DEPOSIT A REFERENCE OR EXPLANATORY PLAN

I, David Neal Ludvigson, British Columbia Land Surveyor of 104-990 Cedar Street, Campbell River, B.C. V9W 7Z8, the agent for;

DISTRICT OF CAMPBELL RIVER
301 ST. ANN'S ROAD
CAMPBELL RIVER, B.C.
V9W 4C7

01 04/06/14 14:46:55 01 VI 571074
PLANS $50.00

the owners in fee simple, apply to deposit a reference plan over;

PART OF LOT A, SECTION 7, 8, AND 18, TOWNSHIP 1 AND SECTIONS 13 AND 24, TOWNSHIP 2, COMOX DISTRICT, PLAN VIP74726.

I enclose:

1) The reference plan (original transparency)
2) Duplicate mylar of same.
3) The reproductions of the reference plan required by section 67 (u) (five paper prints).
4) Fees of $50.00
5) Duplicate Indefeasible Title No. None.

If a duplicate indefeasible title does not accompany this application, I certify that I have, before making this application, checked that there is no duplicate indefeasible title.

Dated the 25th day of May, 2004.

VIP77106

David N. Ludvigson, B.C.L.S., C.L.S.

DIT & DURCHAM CO. LTD.

REGISTERED VIEW74303 V75494 2006-11-02-13.45.58.672262

14 JUN 2004 14 47 EW074303

1 Plan @ $50

LAND TITLE ACT
FORM 11
(section 100 (4) (a))

VIP77107

APPLICATION TO DEPOSIT A REFERENCE OR EXPLANATORY PLAN

I, David Neal Ludvigson, British Columbia Land Surveyor of 104-990 Cedar Street, Campbell River, B.C. V9W 7Z8, the agent for;

DISTRICT OF CAMPBELL RIVER
301 ST. ANN'S ROAD
CAMPBELL RIVER, B.C.
V9W 4C7

the owners in fee simple, apply to deposit a reference plan over;

PART OF LOT A, SECTIONS 7, 8, AND 18, TOWNSHIP 1 AND SECTIONS 13 AND 24, TOWNSHIP 2, COMOX DISTRICT, PLAN VIP74726.

I enclose:

01 PLANS 04/06/14 14:47:02 01 VI 571074 $50.00

1) The reference plan (original transparency)
2) Duplicate mylar of same.
3) The reproductions of the reference plan required by section 67 (u) (five paper prints).
4) Fees of $50.00
5) Duplicate Indefeasible Title No. None.

If a duplicate indefeasible title does not accompany this application, I certify that I have, before making this application, checked that there is no duplicate indefeasible title.

Dated the 26th day of May, 2004.

VIP77107

David N. Ludvigson, B.C.L.S., C.L.S.

DIT & DURHAM CO. LTD.

k:\corr-proj\1370\form11.doc

TECHNICAL MEMO – 49368-02 (REV 1)

To	From
Frank Limshue, Manager - Planning TimberWest Forest Corp.	Jennifer Peters, P.Eng. McElhanney, Campbell River
Re	**Date**
Southern Airport Development Lands – Variance of Road Standards	August 28, 2026

Revisions to this report from the previous version are highlighted in red.

1. INTRODUCTION

This memo provides a description of the variances requested for the development of TimberWest's southern Airport Lands, located east of the Campbell River Airport and south of Jubilee Parkway. This memo is intended to identify and provide technical support for the variance to the Works and Services Bylaw No. 3948, 2024, specifically related to the typical road cross-section for interior roads of the subdivision. The proposed variance for the development includes roadway width and parking changes, sidewalk configuration, power, utilities and lighting. Specific variance requests are listed in **Table 1** in Section 3. The proposed standard for Airport Drive is included in a separate memo.

2. DEVELOPMENT AREA

2.1. EXISTING CONDITION

The development area, shown on **Figure 1**, is previously disturbed forested land, gently sloping from west to east. The development area is bounded by the provincial highway (Highway 19) to the east, developed parcels and Airport Drive to the west, Jubilee Parkway to the north, and environmental setback boundaries to the south. Existing vehicle access to the site is from the south end of Airport Drive, at an existing intersection with a Statutory Right-of-Way (SRW). The SRW has a single-track gravel road with cross culverts to relieve surface drainage. The SRW provides water and sewer piped services to the airport area.

The development lands are zoned Airport Two (A-2) which allows for aviation related, and other related or complementary commercial and light industrial uses. A rezoning application has been submitted to

include the permitted uses listed in the I-1 zone that are not already included in the A-2 zone permitted uses.



Figure 1: Development Location

2.1.1. Existing Roads

As noted above, TimberWest's southern airport lands are located adjacent to Highway 19, Jubilee Parkway and Airport Drive.

Highway 19 is a divided highway under the jurisdiction of the Ministry of Transportation and Transit.

Jubilee Parkway is a 2-lane road connecting the airport to Highway 19. In the 2026 Master Transportation Plan, Jubilee Parkway is classified as an industrial roadway.

Airport Drive is a non-classified road serving the municipal airport and lease lots on the southwest side of the road, and privately owned fee-simple lots on the northeast side of the road. The road is a mix of asphalt and gravel surfaces, served by open ditching with gravel shoulders, and overhead power and communications utilities. The road is constructed within an easement over the City's airport lands and is not within a legal road right-of-way. Airport Drive is not classified in the 2026 Master Transportation Plan.

2.2. PROPOSED DEVELOPMENT

The proposed development will create fee simple lots in multiple phases, starting at the south end of Airport Drive. Conceptual layouts for the initial few phases of development (Phases 1-5) can be found in **Appendix C, C102.** Conceptual layouts for the remainder of the southern airport lands have not yet been developed.

Phase 1 has been planned to utilise the existing water and sewer infrastructure and provide the base connecting infrastructure to support future phases. The primary roadway within Phase 1, Road A, generally follows the existing water/sewer SRW while avoiding adjacent environmentally sensitive areas (ESAs) and privately owned property (Lot 4).

2.3. ENVIRONMENTALLY SENSITIVE AREAS

Various environmental setbacks in accordance with municipal and provincial regulations have been identified by Mainstream Biological Services. A copy of their June 2025 summary map can be found in **Appendix B**. Setback distances vary depending on the type of watercourse and are shown in **Appendix C, C101**. The conceptual development plans envision zero disturbance impacts within these boundaries including property development limits and common infrastructure. This reduces the typically long lead time for environmental permitting.

2.4. INTERIOR ROADWAYS

2.4.1. Road Classification and City Standard

The City's 2026 Master Transportation Plan does not include any classification for the new roads within this development. As the zoning allows for commercial and light industrial uses, it is assumed that any new roads within this development would be classified as Industrial. The City's Works and Services Bylaw indicates that industrial roads are to have barrier curb and gutter with two 3.0m travel lanes. Parking lanes and sidewalks are noted as optional. Third party utilities for new roads are to be constructed underground and streetlighting is to be provided by standalone lights. The City's industrial road cross section, CR-R13 is shown below in **Figure 2**.

Municipal utilities are to be located under the road surface for new roads. Where existing pipes exist (eg. Road A), pipe locations will vary based on the existing location.

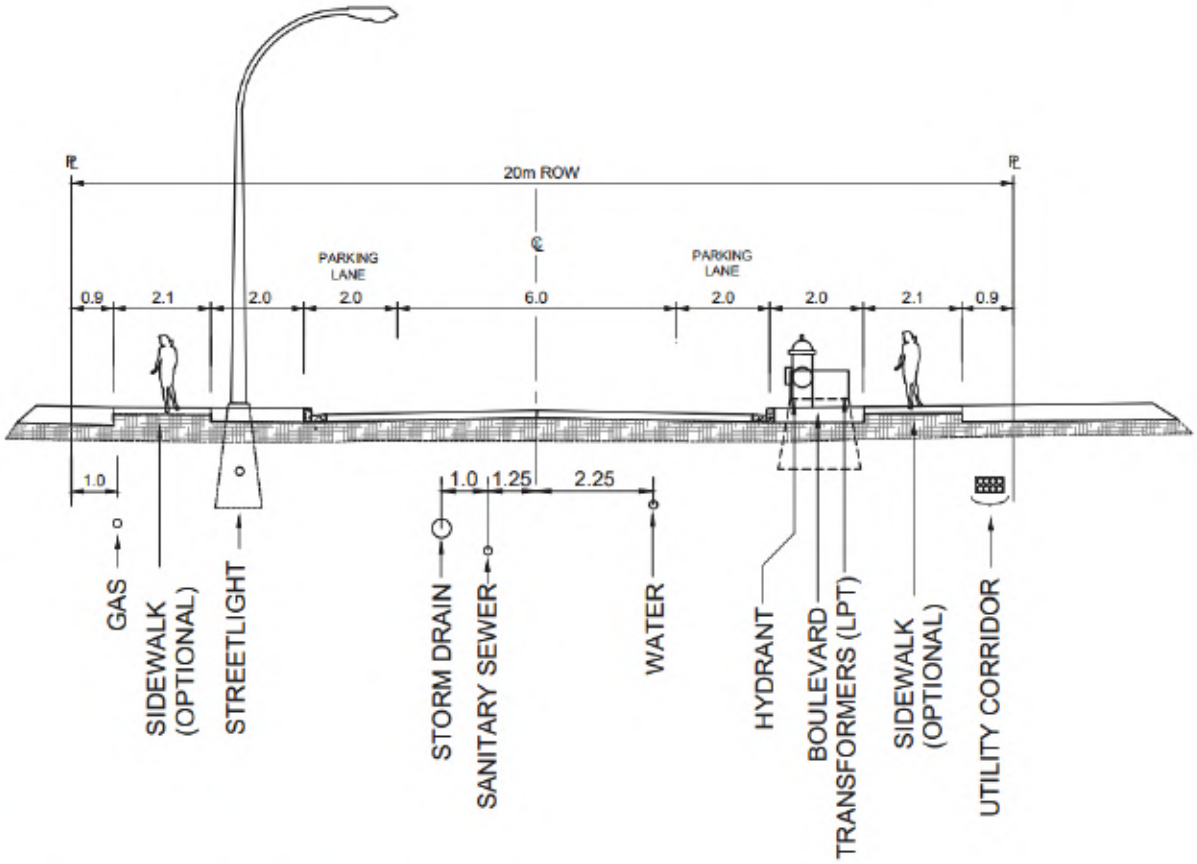


Figure 2: Industrial Road Cross Section

3. PROPOSED VARIANCES FOR INTERNAL ROADWAYS

Table 1 lists the requested variances to the City's standard for internal roads within the development. The variances are described in further detail in the following sections.

Table 1: Proposed Variances

Item	Bylaw (Supplementary Design Guidelines) Reference	Bylaw Requirement	Proposed Variance
Road Right-of-way Width (a portion of Road A)	Supplementary Design Guidelines, Table 6.1, Industrial	20.0m	18.0m for the first 105.55m closest to Airport Drive
Road width, parking	Supplementary Design Guidelines, Table 6.1, Industrial	6.0 – 10.0m wide Two 3.0m travel lanes, two 2.0m parking lanes (optional)	9.0m wide Two 3.5m travel lanes, one 2.0m parking lane
Curb and Gutter	Supplementary Design Guidelines, Table 6.1, Industrial	Barrier curb	Rollover curb
Sidewalks	Supplementary Design Guidelines, Table 6.1, Industrial	2.1m sidewalk on both sides (optional)	No sidewalks
Third Party Utilities	Section 5.1e	Underground	Overhead
Streetlighting	Drawing CR-R13	Standalone streetlights	Lease lights on utility poles

3.1. RIGHT-OF-WAY WIDTH (ROAD A)

Road A's right-of-way width will generally be 20m as per the City's standard, however Road A's proposed intersection at the extension of Airport Drive and the first 105.55m of Road A to the east will require a

reduction in the standard right-of-way (ROW) allowance, from 20.0m to 18.0m. The reduction in ROW width is required to allow the proposed access and services without encroaching upon 2400 Airport Drive (Lot 4) to the north or the SPEA boundary to the south.

It should also be noted that the right-of-way for Road A has been widened in other areas to include the existing SRW area as per discussion with the City's Development Engineering Manager on November 25, 2025.

3.2. ROAD WIDTH & PARKING

The current industrial road lane width, 3.0m, would be considered the minimum width for industrial traffic with standards making large vehicle movements difficult. It is recommended that lane width be increased to 3.5m. To offset the increased road top, it is proposed that one side parking (noted as optional in the bylaw) be eliminated. It is anticipated that the demand level for on-street parking will be low for the type of development expected, the size of lots, and the Zoning Bylaw's requirement for on-site parking for the individual lots. The reduction in total road width to 9.0m, from the current 10.0m, is the result of this road use configuration. A variance is requested to allow a 9.0m roadway width.

3.3. CURB AND GUTTER

The City's industrial cross section includes a barrier curb and gutter. Installation of barrier curb requires the installation of curb letdowns at each driveway location. Given the wide variety of possible uses within this development, it is not possible to determine the location of future driveways without unnecessarily limiting how each lot will develop. Alternatively, rollover curbs do not require curb letdowns and therefore provide flexibility for future lot owners to install driveways in locations that best suit their development. Using rollover curbs will eliminate the need for future lot owners to rebuild newly built curbs (and sidewalks, if required) to relocate driveway letdowns, which is beneficial to both the future property owners and the City. Should the City be concerned about vehicles accessing properties along the entire property frontage, access to the properties can be controlled using landscaping or fencing, which would be addressed as part of the development permit process when each lot develops. A variance to allow rollover curb instead of barrier curb is requested.

3.4. SIDEWALKS

The City's industrial cross section has sidewalks as optional on both sides of the road. Given the nature of the land use in the development, pedestrian traffic is expected to be minimal. A variance to allow no sidewalks is requested.

3.5. THIRD PARTY UTILITIES

Utility wiring and associated infrastructure on the proposed roads within the development are required to be underground. Land uses in this development will be commercial and light industrial requiring 3-phase power for economic activities. Installing 3-phase electrical wiring underground is significantly more costly than single phase underground or 3-phase overhead wiring. Given the nature and location of the

development, overhead utility wires will not impact views or other aesthetic values for the area. A variance to allow the third-party utilities to be installed overhead is requested.

3.6. STREET LIGHTING

With overhead utilities proposed, installation of municipal streetlighting creates conflicts with the overhead wiring. The presence of utility poles allows for lighting with lease lights to be used. A variance to provide lighting via lease lights only is requested.

3.7. PROPOSED TYPICAL SECTION

The proposed section for the interior roadways is shown in **Figure 3**.

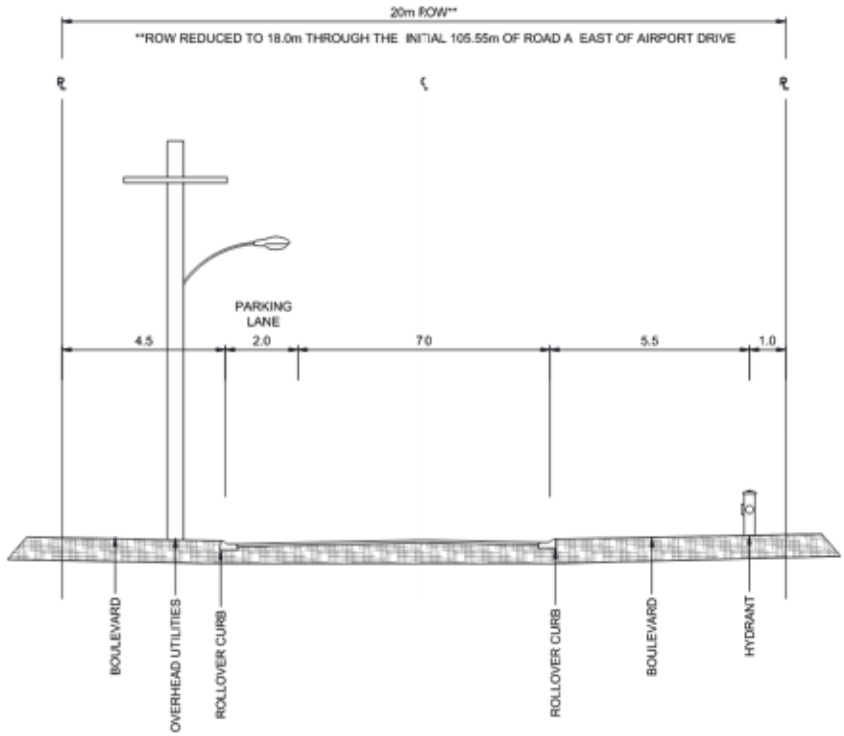


Figure 3: Proposed Cross Section for Interior Roads

4. CONCLUSION

This memo was prepared to support a Development Variance Permit application related to TimberWest's development of their airport lands south of Jubilee Parkway. The following is a summary of the information provided:

- Multiple ESAs throughout this site result in a significant reduction in available land for development and limits access from Airport Drive to the southern end of the roadway.
- The first five phases of development will utilize existing road access via Airport Drive.
- The standard for new roads within the development is based upon a proposed variance to the City's Industrial Road Cross Section. The proposed variance for the internal roadways includes 9.0m wide roadway with parking on one side, rollover curbs, no sidewalks, and overhead utilities with lease lighting.
- Road A right-of-way width requires a variance for a short section near Airport Drive to avoid encroaching upon an ESA or the adjacent property.

CLOSING

We trust that this document provides the information required to support TimberWest's variance application.

Sincerely,
Jennifer Peters

Prepared by:

Jennifer Peters, P.Eng
japeters@mcelhanney.com
778.560.2997

Reviewed by:

Dwayne Cybak, P.Eng
dcybak@mcelhanney.com
778.560.2369

APPENDIX A.

STATEMENT OF LIMITATIONS

Statement of Limitations

Use of this Report. This report was prepared by McElhanney Ltd. ("**McElhanney**") for the particular site, design objective, development and purpose (the "**Project**") described in this report and for the exclusive use of the client identified in this report (the "**Client**"). The data, interpretations and recommendations pertain to the Project and are not applicable to any other project or site location and this report may not be reproduced, used or relied upon, in whole or in part, by a party other than the Client, without the prior written consent of McElhanney. The Client may provide copies of this report to its affiliates, contractors, subcontractors and regulatory authorities for use in relation to and in connection with the Project provided that any reliance, unauthorized use, and/or decisions made based on the information contained within this report are at the sole risk of such parties. McElhanney will not be responsible for the use of this report on projects other than the Project, where this report or the contents hereof have been modified without McElhanney's consent, to the extent that the content is in the nature of an opinion, and if the report is preliminary or draft. This is a technical report and is not a legal representation or interpretation of laws, rules, regulations, or policies of governmental agencies.

Standard of Care and Disclaimer of Warranties. This report was prepared with the degree of care, skill, and diligence as would reasonably be expected from a qualified member of the same profession, providing a similar report for similar projects, and under similar circumstances, and in accordance with generally accepted engineering/planning/etc and scientific judgments, principles and practices. McElhanney expressly disclaims any and all warranties in connection with this report.

Information from Client and Third Parties. McElhanney has relied in good faith on information provided by the Client and third parties noted in this report and has assumed such information to be accurate, complete, reliable, non-fringing, and fit for the intended purpose without independent verification. McElhanney accepts no responsibility for any deficiency, misstatements or inaccuracy contained in this report as a result of omissions or errors in information provided by third parties or for omissions, misstatements or fraudulent acts of persons interviewed.

Effect of Changes. All evaluations and conclusions stated in this report are based on facts, observations, site-specific details, legislation and regulations as they existed at the time of the site assessment/report preparation. Some conditions are subject to change over time and the Client recognizes that the passage of time, natural occurrences, and direct or indirect human intervention at or near the site may substantially alter such evaluations and conclusions. Construction activities can significantly alter soil, rock and other geologic conditions on the site. McElhanney should be requested to re-evaluate the conclusions of this report and to provide amendments as required prior to any reliance upon the information presented herein upon any of the following events: a) any changes (or possible changes) as to the site, purpose, or development plans upon which this report was based, b) any changes to applicable laws subsequent to the issuance of the report, c) new information is discovered in the future during site excavations, construction, building demolition or other activities, or d) additional subsurface assessments or testing conducted by others.

Independent Judgments. McElhanney will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of the Client, or others, who may come into possession of

this report, or any part thereof. This restriction of liability includes decisions made to purchase, finance or sell land or with respect to public offerings for the sale of securities.

APPENDIX B.

MAINSTREAM BIOLOGICAL BIOPHYSICAL ASSESSMENT



MAINSTREAM
Biological Consulting

Datum: NAD83
Projection: UTM Zone 10N
Map Base: Google Satellite

Map Created:
February 3, 2025

APPENDIX C.

DEVELOPMENT DRAWINGS AND SKETCHES

McElhanney ISO A1 - 2025-01-10

NOTES

1. CONTOURS FROM LIDAR DATA PROVIDED BY CLIENT ON JAN. 8, 2021
2. LOCATION OF EXISTING UTILITIES FROM CITY OF CAMPBELL RIVER INFRASTRUCTURE MAPPING 2021,
3. DITCHES, WETLANDS, AND STREAMS SURVEYED BY MCELHANNEY LTD. ON JAN 10 AND 28, 2025.
4. STREAM IDENTIFIERS AND SETBACKS ARE FROM MAINSTREAM BIOLOGICAL CONSULTING SPEA WIDTHS TABLE DATED JAN 24, 2025



KEY MAP
SCALE N.T.S.

STREAM 3 10m SPEA OFFSET
DRAINAGE THALWEG (TYP.)
WETLAND (TYP.)
2300 AIRPORT DR.
EDGE OF ASPHALT (APPROXIMATE LOCATION)
STEEL GATE (APPROXIMATE LOCATION)
WETLAND 2 15m SPEA OFFSET
2400 AIRPORT DR.
DITCH C AND D 2m SPEA OFFSET
AIRPORT DRIVE
EXISTING GRAVEL ROAD TO BE UPGRADED TO SUBDIVISION ENTRANCE
EXISTING SRW
STREAM 6 10m SPEA OFFSET
STREAM 7 10m SPEA OFFSET
TOP OF BANK (TYP.)
STREAM 5 12.6m SPEA OFFSET
STREAM 8 R1
STREAM 8 R2
STREAM 10 10m SPEA OFFSET
STREAM 9 10m SPEA OFFSET
N

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PA	2025-12-04	ISSUED FOR REVIEW	PFE	NRB	NRB

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN EXISTING CONDITIONS & ENVIRONMENTAL PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C101

Project Number	Rev.
2221-49368	PA

DESTROY ALL PRINTS BEARING PREVIOUS REVISION

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LEGEND

PHASE BOUNDARY

SPEA

TOTAL DEVELOPMENT AREA: 21.79ha

PHASE 2 TEMPORARY TURNAROUND

PROPOSED EASEMENT FOR WATER MAIN

PHASE 1
14 PARCELS
3.54ha

PHASE 2
12 PARCELS
5.02ha

PHASE 3
12 PARCELS
4.16ha

PHASE 4
14 PARCELS
4.42ha

PHASE 5
17 PARCELS
4.65ha

PHASE 4 TEMPORARY TURNAROUND

ROAD 'A'

ROAD 'B'

ROAD 'C'

20m R.O.W. TYP.

EXISTING GRAVEL ROAD TO BE UPGRADED TO SUBDIVISION ENTRANCE

AIRPORT DRIVE

PROPOSED AIRPORT DRIVE NEW CONSTRUCTION

N

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN ALL PHASES

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No. C102

Project Number 2221-49368

Rev. PA

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PROPOSED PARCEL TABLE		
PARCEL #	AREA (m²)	FRONTAGE (m)
1	1267	76
2	1822	27
3	2493	103
4	1911	50
5	2519	57
6	1860	32
7	1945	32
8	1598	26
9	1561	25
10	3692	116
11	1640	20
12	1793	26
13	2025	97
14	3010	32

PROPOSED ROAD

PHASE BOUNDARY

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
PHASE 1

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C103

Project Number	Rev.
2221-49368	PA

DATE: 2025-12-04, 16:40 FILE: G:\PROJECTS\ACTIVE\49368-00 TimberWest - Airport Industrial Lands\10.0 DRAWINGS\104 Sheets\49368-00 SOUTH PH1.dwg

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CAP FOR FUTURE

WATER LOOP

ROAD 'B'

ROAD 'C'

PHASE 5

PHASE 2

PHASE 4

ROAD 'C'

ROAD 'B'

AIRPORT DRIVE

PHASE 1

PHASE 3

ROAD 'A'

PROPOSED TIE-IN TO EXISTING

PROPOSED TIE-IN TO EXISTING

PROPOSED WATER PUMP STATION

ROAD 'A'

N

VALVE - EXISTING

HYDRANT - EXISTING

WATER MAIN - EXISTING

WATER MAIN - FUTURE PHASES

WATER MAIN - PROPOSED PHASE 1

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
WATER PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C104

Project Number 2221-49368
Rev. PA

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TIMBERWEST FOREST CORP.
AIRPORT DEVELOPMENT LANDS

SITE PLAN
SANITARY SEWER PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C105

Project Number	Rev.
2221-49368	PA

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PHASE 5

PHASE 2

PHASE 4

PHASE 1

PHASE 3

EXISTING PIPE TO CONNECT TO PROPOSED ROAD STORMWATER NETWORK

EXISTING STORM OUTFALL

EXISTING OUTFALL TO BE UTILIZED FOR PH. 1 & 2

AIRPORT DRIVE

STORMWATER DRAINAGE PATH - PROPOSED

N

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AIRPORT DEVELOPMENT LANDS

SITE PLAN
STORMWATER MANAGEMENT PLAN

CAMPBELL RIVER
BRITISH COLUMBIA

Drawing No.
C106

Project Number	Rev.
2221-49368	PA

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