

**SCHEDULE "X": FORM FOR AGREEMENT TO BYLAW CHANGES**

This AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Owner")

AND:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(the "Regional District")

WHEREAS:

- A. The Regional District has entered into a Phased Development Agreement authorized by Bylaw No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "PDA");
- B. The Owner is the registered owner of the lands described below, being all or part of the lands that are the subject of the PDA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[set out legal description]

(the "Lands");

- C. The Regional District has, pursuant to Bylaw No. \_\_\_\_\_, \_\_\_\_\_ amended the provisions of its Land Use and Subdivision Bylaw as set out below:

\_\_\_\_\_  
\_\_\_\_\_

[set out the amendments that the Regional District and the Owner agree apply to the Lands]

(the "Amended Provisions")

- D. The Owner and the Regional District wish to agree that the Amended Provisions apply to the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. The Owner and the Regional District hereby agree, further to section 905.1(5) of the *Local Government Act*, that the Amended Provisions apply to the development of the Lands.
2. Apart from the amendment of the Amended Provisions, the agreement of the Regional District and the Owner hereunder is not intended to, and does not, in any way:
  - (a) limit or otherwise alter the rights and responsibilities of the Owner and the Regional District under the PDA, which shall continue in full force and effect, and be enforceable by both parties, notwithstanding section 1; or
  - (b) impact lands that may be the subject of the PDA other than the Lands.
3. Without limiting the generality of section 2, the Regional District and the Owner, noting that neither the definition of Specified Bylaw Provisions in the PDA, nor the provisions of the PDA relating to the Specified Bylaw Provisions, have been amended, agree and confirm that:
  - (a) the foregoing agreement in respect of the Amended Provisions does not imply, and shall not be construed as implying, that the Owner has waived the protection that the PDA provides to it in respect of the Specified Bylaw Provisions, apart from the application of the Amended Provisions; and
  - (b) any further or subsequent changes to the Regional District's Land Use and Subdivision Bylaw made by the Regional District that fall within the definition of Specified Bylaw Provisions in the PDA, other than the Amended Provisions, shall not apply to the development of the Lands unless the Owner agrees in writing that they apply on the basis set out at sections 2 and 3 of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**THE OWNER** by its authorized signatory

Per: \_\_\_\_\_  
Authorized Signatory

**THE REGIONAL DISTRICT OF NANAIMO** by its authorized signatories

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory