

THIS AGREEMENT made in triplicate the  
1977.

day of

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

(hereinafter called "the City")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN in Right of the  
Province of British Columbia

(hereinafter called "Her Majesty")

OF THE OTHER PART

WHEREAS:

(a) the City is the registered owner of the lands and premises described as Lot 1, Section 18, District Victoria, Plan 17052 hereinafter called "the said lands;"

(b) there is situate upon the said lands a building known as the Old Court House Building (hereinafter called "the Building") presently occupied by the Maritime Museum of British Columbia as tenant-at-will of the City (hereinafter called the "the Society")

(c) Her Majesty is the owner of a Right to Purchase the lands comprising the James Bay Fire Hall Site hereinafter more particularly described, the said right to purchase being registered in the Victoria Land Registry under No. 324785-G;

(d) the City has agreed to transfer title to the said lands to Her Majesty upon the terms and conditions hereinafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of ONE DOLLAR (\$1.00) now paid by her Majesty to the City and of the mutual covenants hereinafter contained the parties agree as follows:

1. The City will convey the said lands to Her Majesty in Right of the Province of British Columbia, free and clear of all encumbrances save and except the reservations, limitations and conditions expressed in the original grant from the Crown and Order-In-Council filed DF101843.

2.

2. Her Majesty releases and does hereby quit claim all right to acquire title to the James Bay Fire Hall Site more particularly known and described as Lots 1868 and 1869, Victoria City, EXCEPT the Easterly 40 feet of said Lot 1868, and covenants to execute a quit claim deed in respect of all her right, title and interest therein and to cause the same to be registered in the Victoria Land Registry Office concurrently with a conveyance of the said lands to be delivered by the City to Her Majesty fifteen days after execution of this Agreement whereupon Her Majesty shall have possession of the said lands subject to existing tenancies.

3. The said lands and premises shall be at the risk of the City until delivery of the conveyance.

4. From the date of registration of the conveyance of the said lands Her Majesty agrees to undertake responsibility for providing the Society with suitable premises for housing of the Museum collection, either by permitting it to remain in its present location in the Building, or by offering to the Society other premises on such terms as may be agreed between them.

5. At such time as the Museum may move from the Building and thereafter Her Majesty will, before putting the building to new use, effect such necessary repairs and alterations to the building as will bring it into conformity with the construction standards and fire safety requirements provided for in the Provincial Building Code.

6. Her Majesty covenants and agrees that she will retain title to the said lands to the intent that the same will remain in public ownership. Her Majesty further covenants that upon any relocation of the Museum taking place, if the Building is not occupied by Her Majesty for the purposes of the Crown Provincial, any tenancy or lease thereof to any

person or Corporation will be for a use permitted by the Zoning By-law of the City.

7. Her Majesty agrees to be bound by the terms and provisions of this Agreement according to its tenor, but nothing herein shall be construed as a waiver by Her Majesty of the immunity conferred upon the Crown under the provisions of Section 44 of the Laws Declaratory Act with respect to the use of lands for improvements.

IN WITNESS WHEREOF the Corporate Seal of the Corporation of the City of Victoria has been hereunto affixed in the presence of its proper officers duly authorized in that behalf and has been executed on behalf of Her Majesty by her Minister duly authorized in that behalf the day and year first above written.

The Corporate Seal of THE  
CORPORATION OF THE CITY OF  
VICTORIA was affixed hereto  
in the presence of:

Acting CITY CLERK

For and on behalf of HER  
MAJESTY THE QUEEN in right  
of the Province of British  
Columbia in the presence of:

Witness L.J. Wallace

Parliament Buildings, Victoria,  
Address B.C.

Deputy Provincial Secretary  
Occupation

Michael Young  
MAYOR

James Donnelly