

From: Stewart Johnston Law Corp.

To: 2503610386

01/18/2011 16:33

#156 P.002/008

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BURNS TAYLOR REGISTRY

FAX No. 250 386 4380

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F8395672

Land Title Act (Section 219.81) (now s.233)

FORM C

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 7 pages

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

STEWART JOHNSTON LAW CORP, Barristers & Solicitors (LTO# 11642)

1521 Amella Street, Victoria, B.C., V8W 2K1

Telephone: (250) 385-2975, File No. 10405 SJ

Authorized Signatory

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(Legal Description)

026-580-454 LOT 1, SECTION 31, BECKLEY FARM VICTORIA DISTRICT AND PART OF THE
BED OF VICTORIA HARBOUR PLAN VIP80448

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Section 219 Covenant

Entire document

Transferee

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. TRANSFERORS:*

GREATER VICTORIA HARBOUR AUTHORITY (Inc. No. S-44228)

6. TRANSFEREES: (Including postal address(es) and postal code(s))*

THE CORPORATION OF THE CITY OF VICTORIA, 1 Centennial Square, Victoria, British Columbia,
V8W 1P6

7. ADDITIONAL OR MODIFIED TERMS: N/A

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

STEWART JOHNSTON
Solicitor
1521 Amella Street
Victoria BC V8W 2K1

Execution Date

Y	M	D
10	12	22

Party(ies) Signature(s)

GREATER VICTORIA HARBOUR AUTHORITY
by its authorized signatory:

Name: Souferra Ross

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.

Land Title Act
Form D

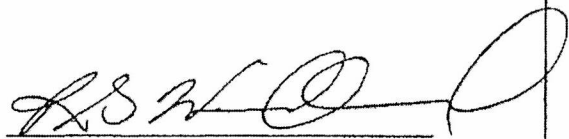
Page 2

EXECUTIONS CONTINUED

Execution Date

Y M D

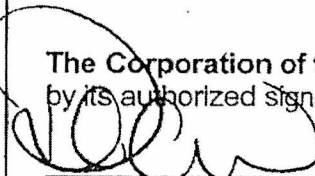
Officer's Signature



ROBERT G. WOODLAND
A Commissioner for taking Affidavits
for British Columbia
#1 Centennial Square
Victoria, BC V8W 1P6

Y	M	D
11	01	10

The Corporation of the City of Victoria
by its authorized signatory(ies):



Name:

MAYOR DEAN FORTIN
#1 Centennial Square

Name:

Victoria BC V8W 1P6

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.

PART 2 - TERMS OF INSTRUMENT

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID: 026-580-454

Lot 1, Section 31, Beckley Farm, Victoria District and part of the Bed of Victoria harbour
Plan VIP80448

(hereinafter referred to as the said "Lands")

- B. The Transferee is The Corporation of the City of Victoria;
- C. The Transferor acknowledges that it is in the public interest that the use of the Building on the Lands be limited and wishes to grant this covenant to the Transferee;
- D. Section 219 of the Land Title Act provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land may be granted in favour of the municipality and may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

- 1 In this Agreement the following word has the following meaning:

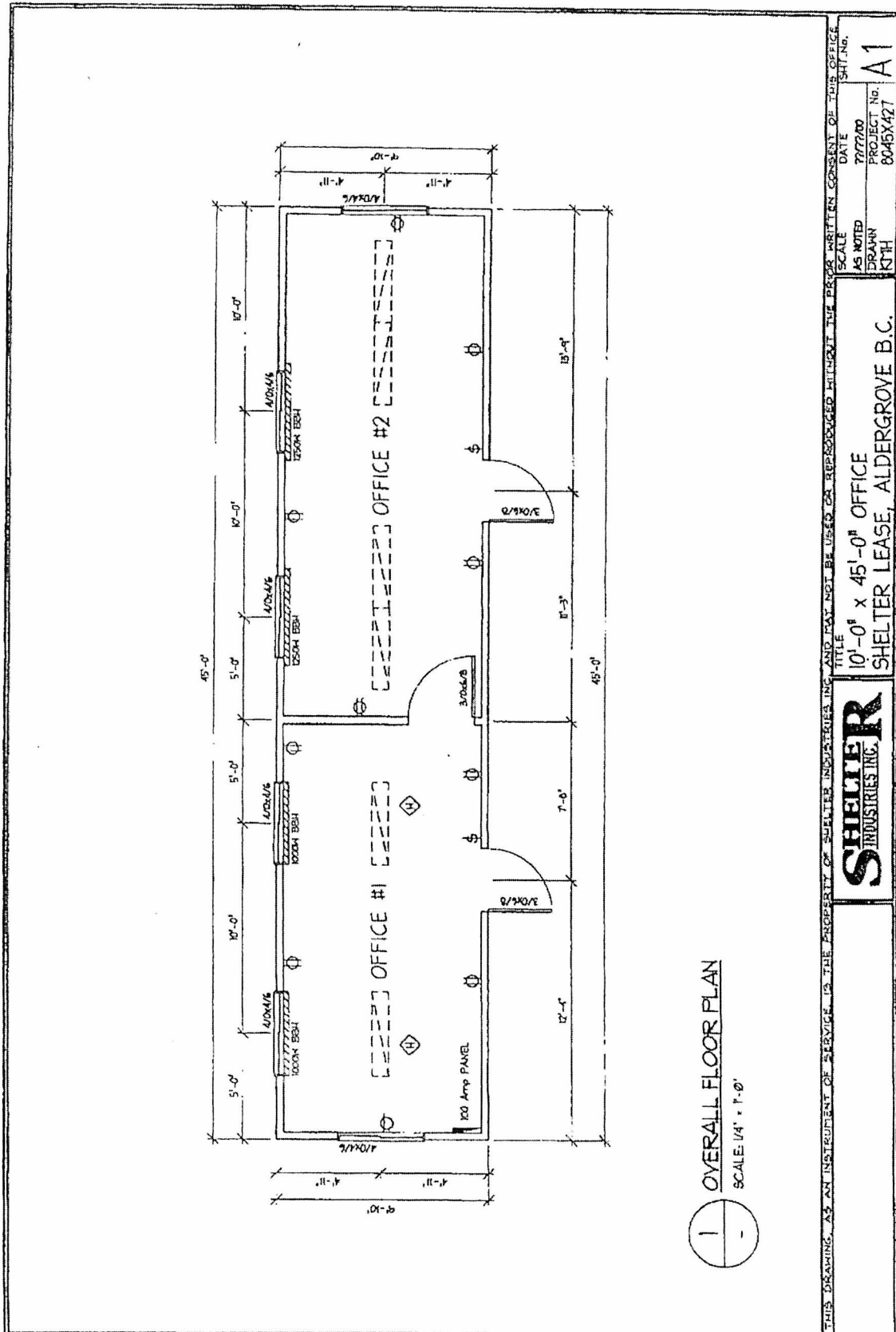
"Building" means the prefabricated trailers to be constructed on the Lands as depicted in the plans, a copy of which are attached hereto.
2. The Transferor covenants and agrees with the Transferee that the Building to be constructed on the Lands shall only be used for a period of FIVE (5) Years from January 20, 2011 and shall thereafter and at the request of the Transferee be removed from the Lands by the Transferor at its cost.
3. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the prefabricated buildings to be situated on the Lands to be used except in strict accordance with this Agreement.
4. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Building contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement

5. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Building contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
6. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
7. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
8. Time is of the essence of this Agreement.
9. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
10. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
11. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
12. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
13. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
14. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided or consolidated, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the Land Title Act as covenants in favour of the Transferee as a first charge against the Lands.

15. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
16. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
17. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
18. Upon satisfactory removal of the Building from the Lands the Transferee will execute a release of this Covenant in registrable form.

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

6



From: Stewart Johnston Law Corp.

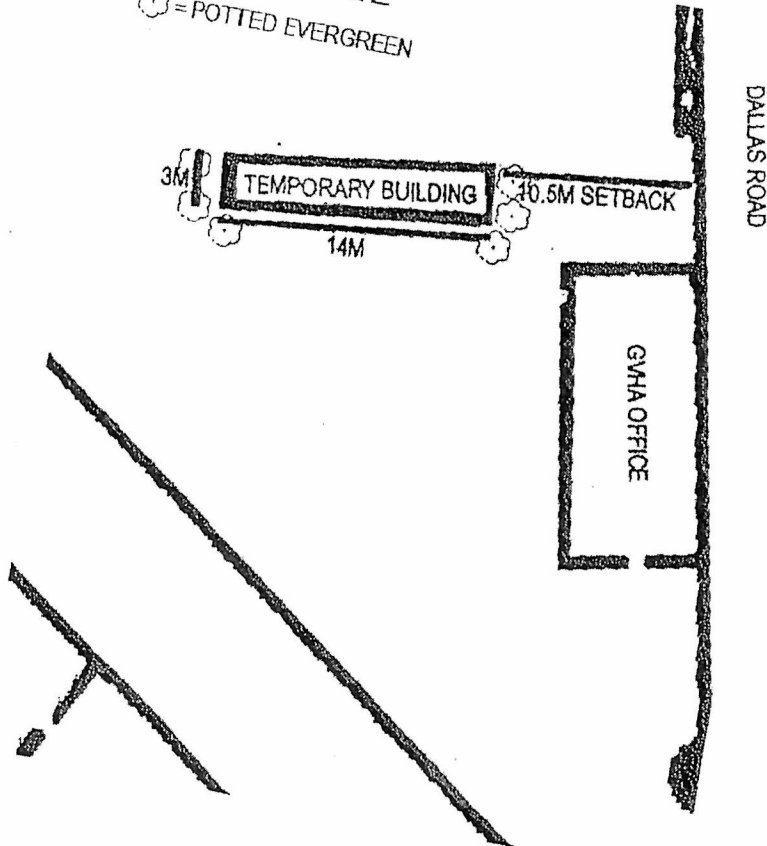
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01/18/2011 16:34

#156 P.008/008

SITE DETAIL

☼ = POTTED EVERGREEN



END OF DOCUMENT

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c 250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession

William Stewart
Johnston 97LT15

Digitally signed by William Stewart
Johnston 97LT15
DN: cn=CA, cn=William Stewart,
Johnston 97LT15, o=Lawyer, ou=Verify
ID at www.ltr.ca.com/LKJP.cfm?
id=97LT15
Date: 2015.03.10 16:00:12 -0700

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

STEWART JOHNSTON LAW CORP, (LTO# 011642)

Barristers & Solicitors

1521 Amelia Street

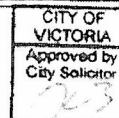
Victoria

BC V8W 2K1

Document Fees: \$77.72

Phone: (250) 385-2975

File Ref. No: 10405



Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

026-580-454

LOT 1, SECTION 31, BECKLEY FARM VICTORIA DISTRICT AND PART OF THE
BED OF VICTORIA HARBOUR PLAN VIP80448

STC? YES ☐

3. NATURE OF INTEREST

Modification

CHARGE NO.

FB395672

ADDITIONAL INFORMATION

Section 219 Covenant

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

GREATER VICTORIA HARBOUR AUTHORITY

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

THE CORPORATION OF THE CITY OF VICTORIA

1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

V8W 1P6

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

STEWART JOHNSTON

Barrister & Solicitor

1521 Amelia Street

Victoria, B.C. V8W 2K1

Execution Date

Y	M	D
15	02	19

Transferor(s) Signature(s)

GREATER VICTORIA HARBOUR
AUTHORITY

by its authorized signatory(ies):

Richard Crosby

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 a true copy of the instrument referred to in Item 3 of this instrument.

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

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

STEWART JOHNSTON LAW CORP, (LTO# 011642)

Barristers & Solicitors

1521 Amelia Street

Victoria

BC V8W 2K1

Phone: (250) 385-2975

File Ref. No: 10405

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

026-580-454

**LOT 1, SECTION 31, BECKLEY FARM VICTORIA DISTRICT AND PART OF THE
 BED OF VICTORIA HARBOUR PLAN VIP80448**

STC? YES ☐

3. NATURE OF INTEREST

Modification

CHARGE NO.

FB395672

ADDITIONAL INFORMATION

Section 219 Covenant

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

GREATER VICTORIA HARBOUR AUTHORITY

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

THE CORPORATION OF THE CITY OF VICTORIA

1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

V8W 1P6

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

STEWART JOHNSTON

Solicitor

1521 Amelia Street

Victoria BC V8W 2K1

Execution Date

Y	M	D
15	02	19

Transferor(s) Signature(s)

**GREATER VICTORIA HARBOUR
 AUTHORITY**

by its authorized signatory(ies):

Name: R. Johnston, CEO

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 3 pages

Officer Signature(s)



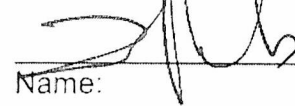
ROBERT G. WOODLAND
A Commissioner for taking Affidavits
for British Columbia
#1 Centennial Square
Victoria, BC V8W 1P6

Execution Date

Y	M	D
15	03	06

Transferor / Borrower / Party Signature(s)

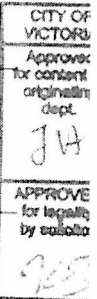
The Corporation of the City of Victoria
by its authorized signatory(ies):



Name:

MAYOR LISA HELPS
#1 Centennial Square
Victoria BC V8W 1P6

Name:



OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

PART 2 - TERMS OF INSTRUMENT

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID: 026-580-454

Lot 1, Section 31, Beckley Farm, Victoria District and part of the Bed of Victoria Harbour Plan VIP80448

(hereinafter referred to as the "Lands")

- B. The Transferee is The Corporation of the City of Victoria;
- C. There exists on the Lands a temporary building which was permitted by the Transferee only on a temporary basis and is the subject of a restrictive covenant registered in accordance with the Land Title Act, s. 219 against title to the Lands under number FB395672 (the "Covenant");
- D. The Transferor has made application to the Transferee and the Transferee has approved that the time for removal of the Building be extended until November 8, 2019.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. In this Agreement all expressions have the same meaning as that set out in the Covenant.
2. Section 2 of the Covenant is deleted and the following is substituted:

"The Transferor covenants and agrees with the Transferee that the Building shall only be used until November 8, 2019 and shall thereafter and at the request of the Transferee be removed from the Lands by the Transferor at its cost."
3. All other terms of the Covenant are hereby ratified and remain unmodified.

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

END OF DOCUMENT