

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

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.

Jeremy Michael Walden  
2TQ8TM  
Digitally signed by Jeremy Michael Walden 2TQ8TM  
Date: 2019.04.25 08:14:58 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
COX, TAYLOR, Barristers & Solicitors  
Burnes House, Third Floor  
26 Bastion Square  
Victoria BC V8W 1H9  
Telephone: (250) 388-4457  
File No.: G-805-3\*JMW  
Document Fees: \$74.16 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 CHARGE NO. ADDITIONAL INFORMATION  
Covenant 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, INC.NO. S-44228

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) Transferor(s) Signature(s)

Jeremy M. Walden  
Barrister & Solicitor  
Third Floor, Burnes House  
26 Bastion Square  
Victoria, BC, V8W 1H9

Execution Date

Y	M	D
19	04	24

Greater Victoria Harbour Authority,  
Inc. No. S-44228 by its authorized  
signatory:

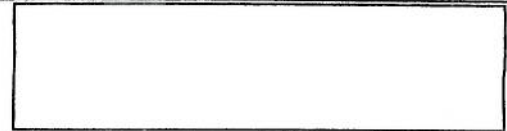
Name: Ian Robertson

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 C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

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

COX, TAYLOR, Barristers & Solicitors  
Burnes House, Third Floor  
26 Bastion Square  
Victoria

Telephone: (250) 388-4457  
File No.: G-805-3\*JM7

BC V8W 1H9

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

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

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

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GREATER VICTORIA HARBOUR AUTHORITY, INC.NO. S-44228

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

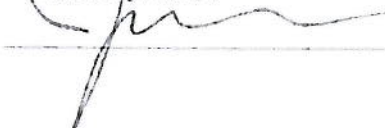
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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Officer Signature(s)

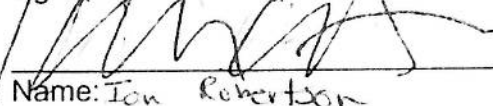
  
**JEREMY M. WALDEN**  
Barrister & Solicitor  
Third Floor, Burnes House  
26 Bastion Square  
Victoria, BC V8W 1H9

Execution Date

Y	M	D
19	04	24

Transferor(s) Signature(s)

Greater Victoria Harbour Authority,  
Inc. No. S-44228 by its authorized  
signatory:

  
Name: Ian Robertson

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



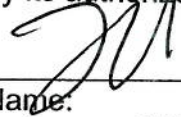
CHRISTOPHER D. COATES  
A Commissioner for taking Affidavits  
For British Columbia  
#1 Centennial Square  
Victoria BC V8W 1P6

Execution Date

Y	M	D
19	04	23

Transferor / Borrower / Party Signature(s)

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



Name:

MAYOR LISA HELPS  
#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.



TERMS OF INSTRUMENT- PART 2

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THIS AGREEMENT is entered into effective as of the date the Land Title Office forms to which these Terms of Instrument are attached have been signed by both parties, by and

BETWEEN:

**GREATER VICTORIA HARBOUR AUTHORITY**  
100-1019 Wharf Street  
Victoria, BC V8W 2Y9

(the "Owner")

AND:

**THE CORPORATION OF THE CITY OF VICTORIA**  
1 Centennial Square  
Victoria, BC V8W 1P6

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee-simple of those lands and premises located at Ogden Point within the City of Victoria, in the Province of British Columbia, legally known and described as:
- PID: 026-580-454  
Lot 1 Section 31 Beckley Farm Victoria District and Part of the Bed of Victoria Harbour Plan VIP80448  
(the "Lands");
- B. The Owner has applied to the City by development permit application number 00313 (the "**Development Permit Application**"), to permit the installation of a Temporary Structure (as described and defined in section 2) on the Lands;
- C. The Owner has agreed to register a covenant in favour of the City to describe the agreed use and limit the duration of the Temporary Structure;
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature may be granted in favour of the City and may include one or more of the following provisions:
- i. in respect of the use of land or the use of a building on or to be erected on land;
  - ii. that land is to be built on in accordance with the covenant;
  - iii. that land is not to be used, built on or subdivided;
  - iv. that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state.

**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 Owner by the City (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. **Use of Lands.** The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's zoning bylaw, the Lands shall not be used except in strict accordance with this covenant.
2. **Temporary Structure.** The Owner covenants and agrees with the City that:
  - (a) the temporary structure is/shall be a pedestrian ramp on the Lands that connects to the City's sidewalk and shall be placed in the location and with the size and dimensions, and made of the materials, as shown on the plans (the "**Plans**") attached as Schedule "A" to this Agreement (the "**Temporary Structure**");
  - (b) the Temporary Structure shall comply in all particulars with the development permit (the "**Development Permit**") issued by the City in response to the Development Permit Application;
  - (c) the Temporary Structure shall be removed from the Lands, at the Owner's cost within two years of the date of issuance of the Development Permit;
  - (d) the Temporary Structure shall only be used to facilitate pedestrian traffic to and from the Lands from and to the City's sidewalk where and as depicted in the Plans, in particular but not limited to, during the construction of the Capital Regional District's Wastewater Treatment Project which is expected to involve construction activity on or around Dallas Road and Ogden Point in 2019 and 2020;
  - (e) where the Temporary Structure abuts and interfaces with the City's lands adjacent to Dallas Road where indicated on Schedule "B" to this Agreement (the "**City Lands**"), the Owner shall install, maintain, repair and, if applicable, replace, to the satisfaction of City's Director of Engineering and Public Works (the "**Director**"), such slip resistant, trip free and level surface treatments, fencing, signage and other features (collectively, the "**Temporary Off-Site Improvements**") as the Director requires, comprehensive details of such Temporary Off-Site Improvements to be provided to and approved by the Director prior to installation of the Temporary Structure and commencement of work on City Lands, to ensure that pedestrian access to and egress from the City sidewalk and boulevard in that location is at all times safe and secure;
  - (f) the Temporary Off-Site Improvements shall be installed to the satisfaction of the Director prior to any use of the Temporary Structure by the public;
  - (g) prior to any use of the Temporary Structure or the Temporary Off-Site Improvements by the public, the Owner shall provide a plan, to the satisfaction of the Director, to effectively manage all types of vehicular and pedestrian traffic and movement to and from the Temporary Structure from and to the adjacent City boulevard, sidewalk and streets, including the Temporary Off-Site Improvements,



which may include the requirement to have Owner employed personnel present at specified times to monitor and manage such traffic; and

- (h) prior to expiration or termination of this Agreement, the Owner shall restore and rehabilitate the City Lands to the satisfaction of the Director.
3. **Grant of Licence Over City Lands.** The City hereby grants unto the Owner the right and licence during the term of this Agreement to enter and be upon the City Lands in order to perform the works and services described in sections 2(e), (f) and (g).
  4. **Minor Amendments Permitted.** Notwithstanding section 2, the Owner and the City agree that the Director may approve or require, in writing, amendments to the design and structure of the Temporary Structure and/or the Temporary Off-Site Improvements contemplated by section 2, provided that such changes do not, in the sole opinion and discretion of the Director, significantly or materially affect the integrity of the design or the form and character of the Temporary Structure and/or the Temporary Off-Site Improvements.
  5. **Default by Owner.** If the Owner fails to perform any obligation in the Agreement to the satisfaction of the Director, the City may, but shall not be obligated to, perform such obligation on behalf of the Owner and in that case the City shall be entitled to recover its costs of doing so, together with a 20% administration charge.
  6. **Extension of Covenant.** The Owner may request from the City an extension of the Covenant to allow the Temporary Structure to remain in place for a further two years after the expiration of the time set out in section 2(c) and the City may or may not grant such extension in the City's sole discretion.
  7. **Discharge of Covenant.** Upon removal of the Temporary Structure, the Owner may apply to the City for a discharge of this covenant from title to the Lands, and the City will on the request of the Owner execute and deliver a registrable discharge of the covenant to the Owner provided that:
    - (a) any such discharge will be in form and substance acceptable to the City and will be prepared by the Owner at its cost;
    - (b) the City will have a reasonable amount of time to execute and return any such discharge; and
    - (c) the preparation and registration of any such discharge will be without cost to the City.
  8. **City Discretion.** The Owner and the City agree that enforcement of this Agreement shall be entirely within the discretion of the City and that the execution and registration of this covenant against title to the Lands shall not be interpreted as creating any duty on the part of the City to the Owner or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.
  9. **Indemnity.** The Owner shall indemnify and save harmless the City and each of its elected and appointed officials, officers, employees, agents and contractors, 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, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City 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 Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
10. **Release.** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, officers, employees, agents and contractors, of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:
- (a) the breach of any covenant in this Agreement;
  - (b) the use of the Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
11. **Registration.** At the Owner's expense, the Owner 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.
12. **No Derogation.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under any enactment and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
13. **No Duty of Fairness on City.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
14. **Time of Essence.** Time is of the essence of this Agreement.
15. **Agreement Binding on Owner.** The Owner 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, but they shall be binding upon the Owner as personal covenants only during the period of its ownership of any interest in the Lands.



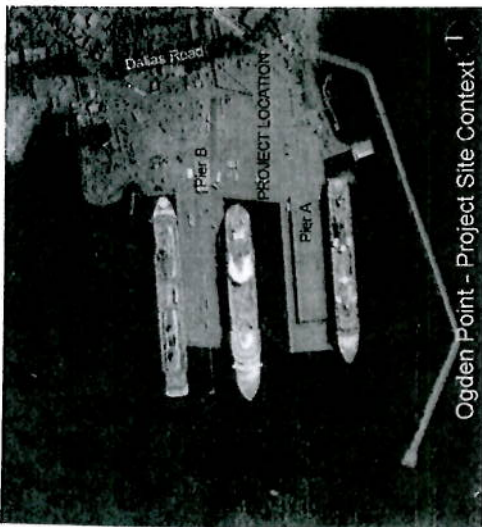
16. **Enurement.** This Agreement shall enure to the benefit of the City and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
17. **Entire Agreement.** This Agreement is the entire agreement between the parties hereto regarding its subject.
18. **City Representations.** It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
19. **Waiver.** 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.
20. **Number and Gender.** 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.
21. **Remedies.** 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.
22. **Covenants Run With Lands.** The restrictions and covenants herein contained shall be covenants running with the Lands, and shall continue to bind all of the Lands when subdivided, 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 City as a first charge against the Lands.
23. **Further Assurances.** The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
24. **Binding Contract.** By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
25. **Severability.** 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.
26. **Joint and Several Liability.** If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
27. **Governing Law.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D to which these Terms of Instrument are attached.



Schedule "A"  
Plans and Specifications for Temporary Structure

# Schedule A-1



**PROJECT INFORMATION**

Civic Address: 187 DALLAS RD, Victoria BC, V8V 1A9

PIC: 026-580-454

FOLIO: 02106034

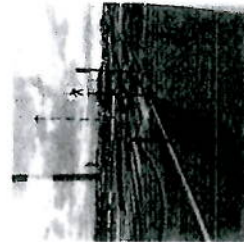
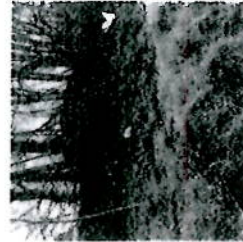
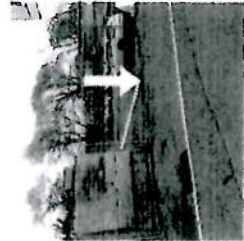
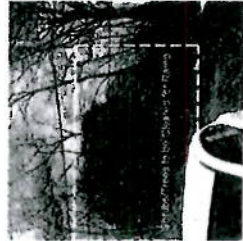
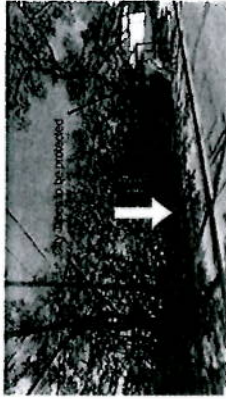
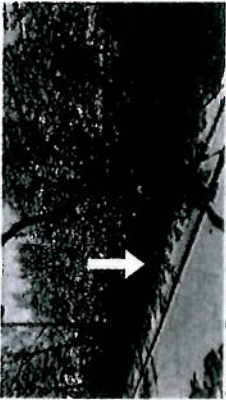
LEGAL: LOT 1, SECTION 31, BECKLEY FARM, VICTORIA AND PART OF THE BED OF VICTORIA HARBOUR, VIPS0448

DEVELOPMENT PERMIT: DPA 11 - James Bay M2 Light Industrial District

PROJECT APPLICANT: Greater Victoria Harbour Authority (Owner)

APPLICANT ADDRESS: 100 - 1019 Wharf Street Victoria BC V8W 2Y9

PROJECT DESCRIPTION: Installation of a temporary prefabricated steel and aluminum ramp for pedestrians exiting Terminal B onto Dallas Road. Installation of a sidewalk widening and guard rail for the ramp landing on City Lands at Dallas Road.

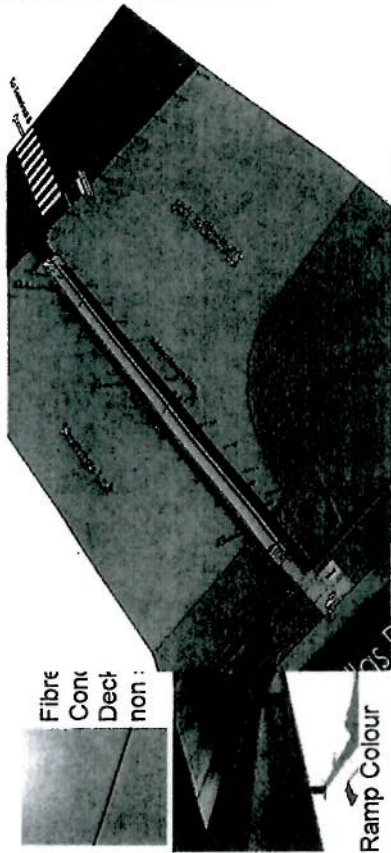


City of Victoria, Department of Planning  
Concept Sheet, Site Context, Photos

A-1



Handrails



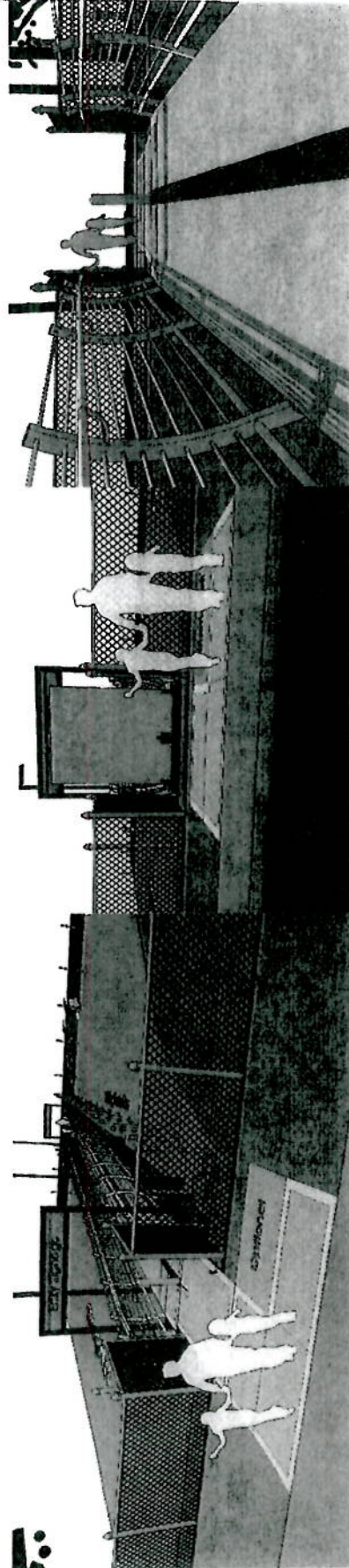
Ramp - South East Aerial View - Materials/Colours

Fibre  
Conc  
Deck  
non :

Ramp Colour



Ramp - East View



Ramp - East View - revised with drop down ramp and aluminum removable plates on grade

Ramp - East View - revised with drop down ramp in closed position

Ramp - Up to Dallas Road

Note: Existing Shrubs/Tree Growth along GVHA fenceline omitted for clarity.

# Schedule A-2

GVHA - Temporary Pedestrian Ramp  
Rendering Services and Materials

VICTORIA HARBOUR

NORTH

Scale: 1:100

Sheet: A-2





