

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA3641378

Mar-21-2014 09:56:48.010

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1394743838 PAGE 1 OF 16 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.

Christopher Ferronato QLMTPP
Digitally signed by Christopher Ferronato QLMTPP
DN: c=CA, cn=Christopher Ferronato QLMTPP, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=QLMTPP
Date: 2014.03.20 19:43:00 -0700'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Bull, Houser & Tupper LLP
Barristers and Solicitors (604) 687-6575
Suite 900, 900 Howe Street File No: 14-2268
Vancouver BC V6Z 2M4 Doc. No: 4911818
Document Fees: \$73.50 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
NO PID NMBR LOT 2 OF LOTS 1888, 1889, 1890, 1891, 1892, 1893, 1914, 1915, 1916, 1917, 1918, AND 1919, VICTORIA CITY, PLAN EPP38870
STC? YES
Related Plan Number: **EPP38870**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
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):
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, PURSUANT TO THE PUBLIC AGENCY ACCOMMODATION ACT.

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)

Kevin Contzen
Barrister & Solicitor
Ministry of Justice
Legal Services Branch
7th Floor, 1675 Douglas Street
Victoria BC V8W 2G2
(250) 387 7249

Execution Date		
Y	M	D
14	03	13

Transferor(s) Signature(s)

Her Majesty the Queen in right of the Province of British Columbia, as represented by the authorised delegate of the Minister of Technology, Innovation and Citizens' Services,
Michael Robinson

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)

Execution Date

Transferor / Borrower / Party Signature(s)

Donald S. Schaffer
Commissioner for Taking Affidavits in BC
#1 Centennial Square
Victoria, B.C. V8W 1P6

Y	M	D
14	03	13

The Corporation of the City of Victoria,
by its authorised signatory(ies)

Name: Mayor Dean Fortin
#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.

TERMS OF INSTRUMENT - PART 2

Section 219 Covenant

THIS AGREEMENT dated for reference the day of , 2014.

AMONG:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY
THE MINISTER OF TECHNOLOGY, INNOVATION AND
CITIZENS' SERVICES**

4000 Seymour Place
Victoria, British Columbia V8V 1X4

(the "Transferor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF VICTORIA

#1 Centennial Square
Victoria, British Columbia V8W 1P6

(the "Transferee")

OF THE SECOND PART

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
Lot 2, Victoria City, Plan EPP38870

(hereinafter referred to as the "Lands")

- B. The Transferee is a municipality incorporated under the laws of the Province of British Columbia;
- C. The Transferor and the Transferee are parties to the Victoria Accord – Legislative Precinct Master Development Agreement, made June 6, 1994, as extended by an Agreement to Renew made May 21, 2006, as amended by an agreement made March 5, 2007, and as further extended by an Agreement to Renew made June 2, 2010 (collectively the "Master Development Agreement"), respecting the

subdivision and development of the Lands as well as other lands within the Legislative Precinct in Victoria, British Columbia.

- D. In order to facilitate the subdivision and sale of portions of the lands that are subject to the Master Development Agreement, including the Lands, the Transferor and the Transferee have agreed to amend certain of the Transferor's obligations under the Master Development Agreement, to allocate the obligations under the Master Development Agreement to the parcels of land that will be burdened with those obligations following the subdivision and sale for the purpose of registering those obligations against title as a covenant pursuant to section 219 of the Land Title Act, and to release each other from their remaining obligations under the Master Development Agreement.
- E. 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, or that land is to be built on in accordance with the covenant that land is not to be built on or subdivided except in accordance with the covenant, may be granted in favour of the Transferee and may be registered as a charge against the title to the Lands.

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:

1.0 INTERPRETATION

1.1 In this Agreement,

"CD-2 Zoning Regulations" means Part 12.2 of the City of Victoria Zoning Regulation By-law No. 80-159, as amended;

"City Council" means the Council of The Corporation of the City of Victoria;

"Development Area" means an area of the Lands designated as a Development Area under the CD-2 Zoning Regulations, and the words "Development Area" where immediately followed by a combination of letters and numerals such as "LP-1A", "LP-1B", "LP-2A", "LP-2B", "LP-2C", "LP-2D", "LP-2E", or "LP-4" means the Development Area with the corresponding alpha-numeric designation as shown on Schedule 2 to the CD-2 Zoning Regulations;

"Legislative Precinct" means, collectively, all of the lands subject to the CD-2 Zoning Regulations;

“**LPUDM**” means the design guidelines titled “Legislative Precinct Urban Design Manual” that are incorporated by reference into the provisions of Development Permit Area 12 (HC): Legislative Precinct under the City of Victoria Official Community Plan Bylaw No. 12-013;

“**Maximum Floor Area**” has the same meaning as under the CD-2 Zoning Regulations;

“**Queens Printer Lands**” means the lands legally described as Lot 1, Victoria City, Plan EPP38872;

“**South Block**” means the lands legally described as Lot 2, Victoria City, Plan EPP38872; and

“**TDMP**” means the Traffic Demand Management Plan attached to this Agreement as Schedule “A”.

2.0 PURPOSE AND INTENT

- 2.1 The purpose of this Agreement is to establish the terms and conditions under which the Transferor agrees that it will subdivide and develop the Lands, and the Transferor therefore covenants and agrees with the Transferee that it shall not use or permit the use of the Lands or any building on the Lands, construct any building on the Lands or subdivide the Lands except in accordance with this Agreement.
- 2.2 The Transferor shall be solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether or not those costs and expenses are specifically referred to herein.

3.0 STREETS

- 3.1 The Transferor shall not construct any new buildings on the Lands unless it constructs on the highways that immediately adjoin the portion of the Lands being developed the off-site works and services that are required for the development of the Lands, in accordance with the standards (including requirements for security) and specifications under the Transferee’s Victoria Subdivision and Development Servicing Bylaw No. 12-042 (the “**Subdivision Bylaw**”), and in accordance with the requirements of the LPUDM, unless alternative standards and specifications are agreed to by the Transferor and the Transferee.
- 3.2 Concurrently with the development of any portion of the Lands for which a development permit has been issued by the Transferee, and in order to provide internal public circulation, the Transferor will provide on the portion of the Lands being developed a series of lanes, walkways and courtyards open to the public

as shown in the LPUDM, all to be provided, constructed and maintained at the expense of the Transferor in the locations and in accordance with the LPUDM.

- 3.3 The Transferor must provide for the reconstruction of the intersections of Menzies/Kingston Streets and Menzies/Superior Streets as part of the works and services to be installed by the Transferor upon the construction of a building on the Lands. As security for the Transferor's obligation hereunder, the Transferor shall provide the Transferee with a letter of credit in a form satisfactory to the Transferee in the amount of Three Hundred Thousand (\$300,000.00) Dollars, which shall be renewed annually. The Transferee acknowledges that it is currently holding a letter of credit from the Transferor in the required amount, in fulfillment of this obligation. The Transferor further agrees that in the event the Transferee wishes to proceed with any part of the said intersection improvements in advance of the Transferor's development of the Lands, the Transferee may do so and, without limiting the Transferor's obligations under this section 3.3, the Transferor agrees that the Transferee may draw upon the Letter of Credit up to an amount equal to the cost of the intersection improvements constructed by the Transferee.

4.0 SUBDIVISION

- 4.1 Each subdivision proposal for the Lands will require a development permit issued by City Council and the approval of the Transferee's Approving Officer.

5.0 PERMITTED USES AND FLOOR SPACE ALLOCATION

- 5.1 Except as provided in section 5.4, the Transferor agrees to develop the Lands in accordance with the permitted uses and maximum floor space allocations for each Development Area that are prescribed under the CD-2 Zoning Regulations.
- 5.2 The Transferor will work with the Transferee to develop a tracking system to monitor the assignment of floor space to each subdivided lot within a Development Area.
- 5.3 The Development Permit application for each building must specify the gross floor area allocated for each use and specify the unallocated gross floor area remaining for each use in the Development Area.
- 5.4 Notwithstanding any provision of the CD-2 Zoning Regulations to the contrary, the Transferor covenants and agrees that the Maximum Floor Area of all buildings on that part of the Lands within Development Area LP-1B shall not exceed 19,188.00 square meters.

6.0 TRANSPORTATION DEMAND MANAGEMENT PLAN

- 6.1 In order to ensure the management of transportation in the Legislative Precinct and the adjacent neighbourhoods, the Transferor will comply with the terms of the TDMP as it applies to the development and use of the Lands.
- 6.2 The TDMP is based on charging market rates for parking and the following incentives to ensure the travel characteristic targets:
- bus passes through payroll deduction
 - bicycle storage and shower facilities
 - car pooling initiatives
- 6.3 Prior to the building permit being issued for the first office development on the Lands, the Transferor must provide to the Transferee two parking enforcement vehicles, equipped with two mobile phones to the satisfaction of the Transferee's Director of Engineering.
- 6.4 For any office development within the Lands, the Transferor must provide bicycle storage and shower facilities designed and constructed to the satisfaction of the Transferee's Director of Engineering.
- 6.5 In cooperation with the registered owner of South Block, the Transferor must establish and provide for the ongoing operation of a committee to monitor the TDMP, and the TDM strategies as agreed to by the Transferor and the Transferee under section 6.6. The committee must include representatives from the James Bay community, Government employees, Government Management, BC Transit, and the Transferor.
- 6.6 Prior to the issuance of a Development Permit for the first office building to be built on the Lands, the Transferor shall submit to the Transferee's Director of Engineering a traffic and parking impact study, prepared by an independent consultant at the expense of the Transferor, that analyzes the traffic and parking impact of all proposed office and residential development on the Lands, and that sets out proposals for transportation demand management ("TDM") strategies to be implemented as the development of the Land proceeds, which TDM strategies must be satisfactory to the Transferor and the Transferee, both acting reasonably.

7.0 AMENITIES

- 7.1 As part of the first office building that is constructed within that part of the Lands situated within Development Area LP-1B, the Transferor must construct a multi-purpose meeting room with a capacity for at least 80 people, dividable into two

equal spaces, designed for government tenants, and available to the community, within 6 months after an occupancy permit for a building within that Development Area has been issued.

- 7.2 The operating principles and guidelines for the use of the meeting space will be developed by the Transferor in consultation with representatives of the Transferee's Sustainable Planning and Community Development Department and community representatives.
- 7.3 The Transferor must provide a 48 space child care facility in Development Area LP-1B which must be available to the public, within six months after an occupancy permit for the first office building on the Lands has been issued. [MDA section 6.5]
- 7.4 The Transferor shall not construct any buildings or structures on the Lands until after the registered owner of the Queens Printer Lands has issued an invited proposal call for community use of a minimum of 148 square meters of floor space of the heritage building located at 514 Government Street on the Queens Printer Lands (the "Community Use Space"), and has made the Community Use Space available to the successful bidder for a community use for \$1.00 with the use of the Community Use Space secured by a prepaid lease for not fewer than 41 years.
- 7.5 The Transferor shall not construct any buildings or structures on the Lands until after the registered owner of the Queens Printer Lands has submitted for the Transferee's approval, and in accordance with the terms of the covenant registered against title to the Queens Printer Lands under section 219 of the *Land Title Act* on the same date as this Agreement was registered, a plan for the restoration of the heritage houses presently located on the Queens Printer Lands, and having civic addresses of 506 Government Street and 514 Government Street (the "Restoration Plan"). The Transferor shall not occupy or permit the occupation of any buildings or structures constructed on the Lands following the Transferee's approval of the Restoration Plan until after the work outlined in the Restoration Plan is completed.

8.0 PUBLIC BODY

- 8.1 Nothing contained or implied within this Agreement shall prejudice or affect the duties, rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered.
- 8.2 Nothing in this Agreement shall relieve the Transferor from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands.

9.0 GENERAL PROVISIONS

- 9.1 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.
- 9.2 Time is of the essence of this Agreement.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 The enforcement of this Agreement shall be entirely within the discretion of the Transferee and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.
- 9.9 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, 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.

- 9.10 The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
- 9.11 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.
- 9.12 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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.

SCHEDULE "A"
TRAFFIC DEMAND MANAGEMENT PLAN

SCHEDULE F

VICTORIA ACCORD

TRANSPORTATION DEMAND MANAGEMENT

IMPLEMENTATION PLAN



Province of
British Columbia
Minister of
Transportation Services



VICTORIA ACCORD TRANSPORTATION DEMAND MANAGEMENT PLAN

1.0 GENERAL

Transportation Demand Management (TDM) is the process of reducing employees use of single occupant vehicles commuting to and from the workplaces, by promoting alternative transportation and work options.

TDM initiatives are to apply to the daily commute or work trip and include a reduction in the availability of parking with a corresponding increase in the use of transit, car pooling, van pooling, cycling, and walking.

The Government of British Columbia, as a major employer, is committed to the Victoria Accord TDM plan. The government recognizes that it must demonstrate leadership in establishing and implementing an effective TDM plan.

The Victoria Accord, a development agreement between the City of Victoria and Government of British Columbia, includes the implementation of a TDM plan for Ministry work sites in the Legislative Precinct to begin in September 1994 and "Y" Lot in January 1995.

This plan provides a framework for Ministries to:

- educate employees about the benefits of transportation management;
- promote the use of alternative modes of transportation;
- establish TDM objectives and targets;
- monitor the progress of TDM plans.

2.0 OBJECTIVES

The objectives of the Government's Victoria Accord TDM plan are to:

- provide leadership to all public and private sector employers/employees;
- encourage provincial government employees to use alternative modes of transportation;
- reduce the number of provincial government employees in the Legislative Precinct area traveling in Single Occupancy Vehicles to/from work and increase the number of provincial government employees traveling per vehicle.

3.0 SCOPE AND IMPLEMENTATION OF TDM PLAN

3.1 Scope

This policy shall apply to all provincial government employees working in Ministry worksites located in the Victoria Accord area, which includes the Legislative Precinct and "Y" Lot.

3.2 Implementation

The Ministry of Government Services will coordinate the development of TDM plans for Ministries with worksites in the Victoria Accord area, to incorporate initiatives for both the Legislative Precinct and Y Lot, by September 30, 1994. These plans will be submitted to the Deputy Ministers Committee, after consultation with a Joint Union-Management TDM Committee.

3.3 Definitions

3.3.1 Employee Transportation Administrators (ETA)

An ETA is the designated employee, responsible for educating staff and coordinating TDM initiatives at a worksite or in a Ministry on a full or part-time basis.

3.3.2 Single Occupancy Vehicles (SOV)

An SOV is a vehicle in which there is only one person, the driver, traveling in the vehicle.

3.3.3 High Occupancy Vehicles (HOV)

A HOV is a vehicle that has two or more people traveling together in the vehicle.

3.3.4 Car Pool

A car pool is a motor vehicle occupied by two to four people traveling together for a commute trip that results in the reduction of a minimum of one motor vehicle commute.

3.3.5 Van Pool

Van pool is a motor vehicle occupied by at least five people, including the driver, traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle commute.

4.0 VICTORIA ACCORD INITIATIVES

INITIALLY	MILESTONE	COMPLETION
1. 592 parking spots reduced (Q Lot) 300 parking spots reduced (Y Lot)	Notification to occupants Implementation at Q Lot Implementation at Y Lot	August 1, 1994 November 1, 1994 January 1995
2. Designated spaces for car/van pooling	Options identified with BCBC Spaces secured Spaces designated	May 16, 1994 August 1, 1994 September 1, 1994
3. Car pooling program (Legislative area)	Options, analysis and selection Pilot design Pilot implementation	May 31, 1994 August 30, 1994 September 1, 1994
4. Expanded car pooling to Ministry worksites in Capital Regional District	Pilot car pool program evaluation Expansion design Promotion Implementation start	November 30, 1994 January 30, 1995 February 15, 1995 March 1, 1995
5. Bicycle compound (525 Superior St.)	Compound conversion	June 1, 1994
6. Promotional program	City of Victoria approval of TDM plan Public Hearing Ministry ETA's appointed Commonwealth Games commute plan Development "Q" Lot	May 16, 1994 June 2, 1994 June 17, 1994 July 15, 1994 September 1, 1994
7. Education program for Van pooling	Coordinate with non-profit services (i.e. Jack Bell Foundation)	September 1, 1994
8. Annual bus pass purchase through payroll deduction	Final negotiations with BC Transit Design/policies Promotion Registration Issuance	May 31, 1994 June 30, 1994 July 15, 1994 August 1, 1994 September 1, 1994
9. Parking rates aligned to market	Treasury Board approval Notification Implementation	August 1, 1994 September 1, 1994 January 1, 1995
10. Joint Union-Management TDM Committee - preferential parking policy (assigned parking excluded)	Committee formation Policy developed Policy implementation	To be determined March 15, 1995 June 30, 1995
11. Parking enforcement program (BCBC)	Program developed Implementation start	June 1, 1994 Sept.-Nov. 1994

INITIATIVE	MILESTONES	COMPLETION
12. Participation in James Bay Community Committee	Representative selection	September 1994
13. Education program for transit, telework and Employees Transportation Administrator function	Program developed Program start	November 30, 1994 January 15, 1995
14. Consolidated TDM plans of ministries	Ministry plans prepared Ministry initiatives commence	September 30, 1994 January 1, 1995
15. Progress reports/monitoring/evaluation	First annual report to City of Victoria First annual reports by Ministries	September 1995 April 30, 1996

The majority of the preceding TDM initiatives relate to the Legislative Precinct. Additional initiatives related to Y Lot will be developed and recorded in Ministry TDM plans by September 30, 1994. Ministry TDM plans will be incorporated with the preceding initiatives to form the Victoria Accord TDM plan (with initiatives for both the Legislative Precinct and Y Lot).

3.0 ACCOUNTABILITIES

3.1 Deputy Ministers shall ensure that:

- Ministry TDM initiatives are developed consistent with the Victoria Accord TDM plan;
- adequate resources are available to implement TDM initiatives;
- a monitoring and reporting system is established for measuring progress on goals;
- an Employee Transportation Administrator function is established with responsibility for coordinating the implementation of TDM initiatives in each Ministry.

3.2 Ministry of Government Services shall:

- coordinate the development of Victoria Accord TDM plans for Ministries;
- ensure government-wide communication and training on the Victoria Accord TDM initiatives are developed and distributed to Ministries;
- provide support to Ministries in the implementation of TDM initiatives;
- coordinate cross-government TDM initiatives, where more effective, such as employee matching for car/van pools;
- provide guidelines for Ministry progress reports on TDM initiatives;
- provide an annual report on the Victoria Accord TDM plan to the Deputy Ministers Committee, with progress on proposed Victoria Accord targets.

5.3 Joint Union-Management TDM Committee shall:

- be a committee composed of a representative from the Ministry of Government Services, Public Service Employee Relations Commission and representatives of various Ministry interests, which will consult with applicable union designates on TDM issues;
- review the TDM plan and initiatives, and monitor progress of TDM initiatives;
- liaise with Community groups, as directed by the Partnership Committee, to identify and resolve TDM issues that have an impact on the local community.

6.0 Reporting and Evaluation

The Victoria Accord TDM Progress Report for the previous fiscal year will comment on benefits and costs for the TDM program implemented by the employer for applicable workers and will include:

- number of employees participating in each program;
- trends from previous years.

7.0 Travel Characteristic Targets

Victoria Accord (Legislative Precinct)

Travel Characteristic	Current	Target
Single occupancy vehicle	43%	22%
Transit	19%	39%
Car Pool	20%	23%
Walk/bike	18%	20%

Victoria Accord ("Y" Lot)

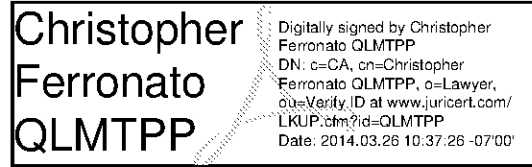
Travel Characteristic	Current	Target
Single occupancy vehicle	28%	16%
Transit	32%	40%
Car Pool	19%	21%
Walk/bike	21%	23%

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA3641378

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.



I, CHRISTOPHER FERRONATO, declare that:

1. When a statement appears on a plan of subdivision that a covenant is required as a condition of the subdivision, the covenant filed concurrently with the plan of subdivision must also be approved by the approving officer for the City.
2. The Approving Officer for the City of Victoria has approved the form and the terms of the Covenant filed under No. CA3641378. Accordingly, page 2 of the Covenant filed under No. CA3641378 is hereby deleted and replaced with page 2 attached to this Declaration.

I make this declaration and know it to be true based on personal information / reasonable belief.

CHRISTOPHER FERRONATO

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Donald S. Schaffer
Commissioner for Taking Affidavits in BC
#1 Centennial Square
Victoria, B.C. V8W 1P6

Y	M	D
14	03	13
14	03	25

The Corporation of the City of Victoria,
by its authorised signatory(ies)

Name: Mayor Dean Fortin
#1 Centennial Square
Victoria BC V8W 1P6

Name:

THIS IS AN INSTRUMENT REQUIRED
BY THE APPROVING OFFICER FOR
SUBDIVISION PLAN EPP38870
CREATING THE CONDITION OR
COVENANT ENTERED INTO UNDER
SECTION 219 OF THE LAND TITLE
ACT.

JEFF MITTON, APPROVING OFFICER
Corporation of the City of Victoria

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.