

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA3641382

Mar-21-2014 09:56:48.016

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1394743694 PAGE 1 OF 23 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 19:42:29 -0700'

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

Bull, Houser & Tupper LLP

Barristers and Solicitors

Suite 900, 900 Howe Street

Vancouver

BC V6Z 2M4

(604) 687-6575

File No: 14-2268

Doc. No: 4911885

Document Fees: \$73.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 1 OF LOTS 1718, 1719, 1720, 1743, 1744, AND 1745, VICTORIA CITY, PLAN EPP38872

STC? YES

Related Plan Number: **EPP38872**

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)

Execution Date

Transferor(s) Signature(s)

Kevin Contzen

Barrister & Solicitor

Ministry of Justice

Legal Services Branch

7th Floor, 1675 Douglas Street

Victoria BC V8W 2G5

250 387 7249

Y	M	D
14	03	13

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 1, Victoria City, Plan EPP38872

(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**” means the development that the Transferor proposes to construct on the Lands as contemplated under this Agreement;

“**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;

“Heritage Houses” means the houses existing on the Land as of the date of this Agreement with the following civic addresses: 506 Government Street and 514 Government Street;

“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 Building” means the building that is located on the Lands with a civic address of 563 Superior Street;

“South Block” means the lands legally described as Lot 2, Victoria City, 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 agrees that upon the demolition or destruction of the Queen's Printer Building:
- a) it shall grant the Transferee a statutory right of way for highway purposes pursuant to section 218 of the *Land Title Act*, on the terms and conditions attached as Schedule “B”, over that portion of the Lands fronting on Superior Street outlined and identified as “Area F” on Plan EPP38874, a reduced copy of which is attached hereto as Schedule “C”; and
 - b) it shall dedicate for highway purposes, by plan deposited in the Land Title Office under section 107 of the *Land Title Act*, that part of the Lands fronting on Government Street shown outlined and identified as “Area G” on Plan EPP38874.

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.
- 4.2 The Transferor will submit an inventory of existing trees on the Lands within three months following the registration of this Agreement as a charge against the title to the Lands.
- 4.3 The inventory under section 4.2 must be acceptable to the Transferee's Director of Parks, Recreation and Culture.

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. [MDA section 3.2]
- 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-2A shall not exceed 3,926.6 square meters, and the Maximum Floor Area of all buildings on that part of the Lands within Development Area LP-2E shall not exceed 684.8 square meters.
- 5.5 The Transferor covenants and agrees that it shall not construct any above-ground buildings or structures on that part of the Lands shown outlined and identified as "Area A" on Plan EPP38873, a reduced copy of which is attached hereto as Schedule "D" (the "No-Build Area"). Upon the demolition or destruction of the building that is located on South Block immediately to the west of the No-Build Area, the Transferee shall execute a modification of this Agreement in a form that may be registered in the Land Title Office, releasing the Transferor from the restriction under this section 5.5.

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 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 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.
- 6.4 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 agreed to by the Transferor and Transferee under

section 6.6. The committee must include representatives from the James Bay community, Government employees, Government Management, BC Transit, and the Transferor.

- 6.5 Prior to the issuance of a Development Permit for the first building to be constructed 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 by the Transferor 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 The Transferor agrees that by no later than three months after the issuance of a building permit for the relocation or restoration of the existing building presently situated on that part of South Block with civic address 539 Superior Street, and in consultation with the Transferee's Director of Sustainable Planning and Community Development, the Transferor will issue 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 (the "Community Use Space"). The Transferor must make the Community Use Space available to the successful bidder for a community use for \$1.00 and the use of the Community Use Space must be secured by a prepaid lease for not fewer than 41 years.

8.0 HERITAGE BUILDING

- 8.1 Before constructing any additional buildings or structures on the Lands, the Transferor must submit for the Transferee's approval a plan for the restoration of the Heritage Houses. The Transferor must complete the restoration work outlined in the plan, as submitted to and approved by the Transferee, before occupying or permitting the occupation of the additional buildings or structures proposed to be constructed on the Lands. .

9.0 PUBLIC BODY

- 9.1 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.

9.2 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.

10.0 GENERAL PROVISIONS

10.1 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.

10.2 Time is of the essence of this Agreement.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.

10.11 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.

10.12 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, travelling in the vehicle.

3.3.3 High Occupancy Vehicles (HOV)

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

3.3.4 Car Pool

A car pool is a motor vehicle occupied by two to four people travelling 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, travelling 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%	33%
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%

SCHEDULE "B"
STATUTORY RIGHT OF WAY

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Transferor is the registered owner in fee simple of the following land in the Province of British Columbia:

(the "**Lands**")

B. The Transferee is the Corporation of the City of Victoria;

C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;

D. The Transferee wishes to be able to construct, operate and maintain a public highway and other works including but not limited to a system of roadways, sidewalks and utility services in perpetuity over a portion of the Lands; and

E. To facilitate the construction and use by the Transferee and the public of a public highway, and to facilitate the installation and use of works that may be placed by the Transferee on, under or over the highway including pavements, sidewalks, boulevards, curbs, gutters, drains, sewers, utility poles, wires, fences, overhead and underground cables, traffic signals, transit shelters, and landscaping including but not limited to trees, shrubs, flowers and grass, and irrigation works required for the maintenance of that landscaping, and any other works, facilities or appurtenants necessary for the use of the Right of Way as a public highway (collectively the "**Works**"), the Transferor has agreed to grant the Right of Way in this Agreement.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1.0 THE TRANSFEROR:

1.1 Pursuant to Section 218 of the Land Title Act, hereby grants, conveys, confirms and transfers, in perpetuity, to the Transferee, its officers, employees, contractors, licensees and invitees, including without limitation the general public, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to use as a public highway, including but not limited to the right to enter onto, use, go, return, pass

over and across for highway purposes, that portion of the Lands, shown in heavy outline on the Right of Way Plan prepared by [Name of Surveyor] and filed in the Victoria Land Title Office under Plan No. _____ a reduced copy of which is attached hereto as Schedule "A" (the "**Right of Way**");

1.2 Covenants and agrees to and with the Transferee that in connection with the grant under Section 1.1 of this Agreement, the Transferee and its officers, employees, contractors, licensees and invitees shall have the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, repair, remove, replace, bury, cleanse, string, and otherwise establish one or more system of Works upon the Right of Way;

1.3 Covenants and agrees to and with the Transferee that the Transferee shall:

- (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
- (b) together with machinery, vehicles, equipment, and materials;
- (c) upon, over, under and across the Right of Way;
- (d) as may be necessary, useful, or convenient for the purposes in Section 1.1 and Section 1.2; and
- (e) in connection with the operations of the Transferee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence (other than those underground buildings or structures that the Transferee's Director of Engineering has approved in writing pursuant to section 2.1 of this Agreement) upon, over, under and across the Right of Way;

1.4 Grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Transferor as may reasonably be required for the purpose of ingress to and egress from the Right of Way;

1.5 Transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor have prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way.

2.0 THE TRANSFEROR COVENANTS:

2.1 Not, and not to permit or allow any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way, except those that are constructed underground at a depth that will not interfere with or obstruct the use of the Right of Way for the purposes identified in section 1.1, as approved in writing by the Transferee's Director of Engineering;

2.2 Not to do anything or to permit any act or thing which in the opinion of the Transferee in any way interferes with or damages or prevents access to or use of the Right of Way or is likely to cause harm to the Works installed in or upon the Right of Way;

2.3 To trim or, if the Transferee determines it is necessary, cut down any tree or other growth on the Lands which in the opinion of the Transferee, constitutes or may constitute a danger or obstruction to the Right of Way or the Works or those using same;

2.4 From time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement; and

2.5 To permit the Transferee to peaceably hold and enjoy the rights hereby granted.

3.0 THE TRANSFEREE COVENANTS:

3.1 As far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible; and

3.2 To make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement.

4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:

4.1 The Transferor shall not diminish or increase the soil cover over any pipe installed in the Right of Way without the Transferee's prior written consent;

4.2 No right herein granted to or reserved by the Transferee shall require the Transferee to clear, repair or maintain the Works or the Right of Way unless the Transferee is expressly required herein to perform such cleaning, repairing or maintenance;

4.3 If the Transferor defaults in observance or performance of its obligations

hereunder, the Transferee, after 10 days prior written notice to the Transferor specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Transferor shall pay to the Transferee, on demand, its reasonable costs in connection with so rectifying;

4.4 The Transferor shall, after execution hereof by it at the expense of the Transferor, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the Title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Transferee or have been granted in favour of the Transferee;

4.5 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party;

4.6 Whenever this Agreement creates a power or obligation of the Transferee to make a decision or to exercise any contractual right or remedy, the Transferee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principals of fairness or the rules of natural justice, shall have any application;

4.7 Notwithstanding anything herein contained, the Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee;

4.8 Without limiting Section 4.7, nothing contained or implied in this Agreement will derogate from the obligations of the Transferor under any other agreement with the Transferee or prejudice or affect the Transferee's rights, powers, duties or obligations in the exercise of its functions 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 Transferor and the Transferee;

4.9 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;

4.10 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;

4.11 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement;

4.12 This Agreement shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever, provided that if a parcel into which the Lands are subdivided does not have within its boundaries any portion of the Right of Way as defined on plan EPP_____, the Transferee shall at the request of the Transferor execute a release of this Right of Way from the title to such parcel, and the Transferor shall be responsible for the cost of preparation and registration of the release;

4.13 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and his successors in title, but (b) the Transferor is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Transferor named herein or any future owner ceases to have a further interest in the Lands;

4.14 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

4.15 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;

4.16 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;

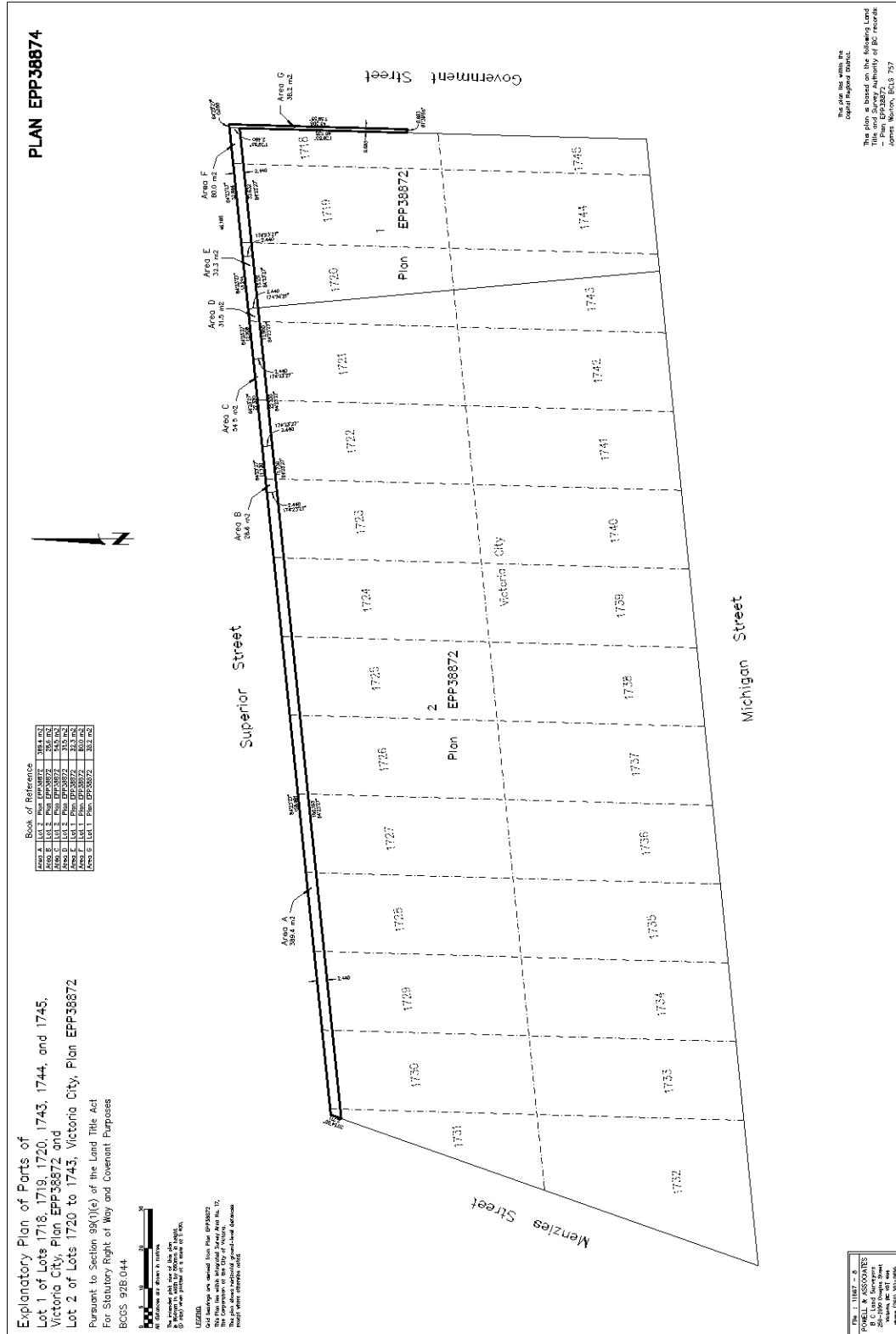
4.17 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context; and

4.18 This Agreement will be governed and construed according to the laws of the Province of British Columbia.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

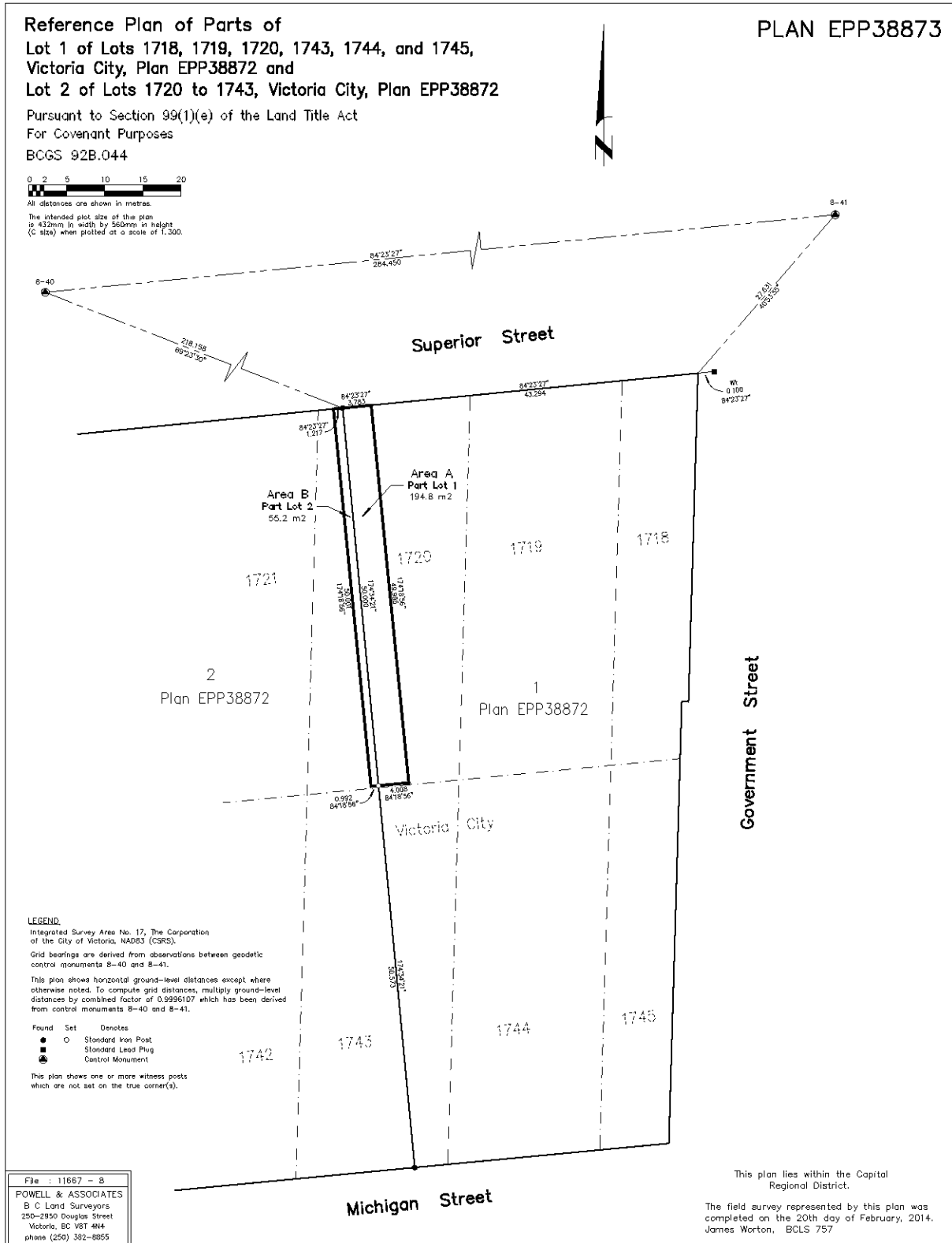
SCHEDULE "C"

PLAN EPP38874



SCHEDULE "D"

PLAN EPP38873



**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA3641382

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.

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: 2014.03.26 10:38:16 -07'00'

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 Corporation of the City of Victoria has approved the form and the terms of the Covenant filed under No. CA3641382. Accordingly, page 2 of the Covenant filed under No. CA3641382 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 EPP38872
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.