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LAND TITLE ACT  
Form C (Section 233)  
Province of  
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) Page 1 of 5 pages

1C

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
~~STAPLES McDANNOLD STEWART~~ SHELL CANADA LIMITED  
~~2nd Floor, 637 Burrard Avenue~~ PO Box 100 Station "M"  
Victoria, B.C. V8W 1R9 Tel: (250)388-7744 Calgary, AB  
File No. 206-987-P/44p Tel: (403)291-4481  
Authorized Signatory ~~10009~~ **DYE & DURHAM**

2. Parcel Identifier(s) and Legal Description(s) of Land:  
(PID) (Legal Description)  
003-375-137 Lot A, Section 74, Victoria District, Plan 21955

3. Nature of Interest Description Section 219 Covenant Document Reference (page & paragraph) Entire Document Person Entitled to Interest Grantee

4. Terms: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms  D.F. No. 01 07/01/17 12:31:29 01 VI 736930  
(b) Express Charge Terms  Annexed as Part 2 CHARGE \$65.20  
(c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s)(Grantor(s)): SHELL CANADA LIMITED (Incorporation No. A48164)

6. Transferee(s)(Grantee(s)): (Including postal address(es) and postal code(s)) \* THE CORPORATION OF THE CITY OF VICTORIA, #1 Centennial Square, Victoria, B.C. V8W 1P6

7. Additional or Modified Terms: N/A

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(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)

COLLEEN GAIL HARTE  
Analyst, Marketing Properties  
Notary Public for Alberta  
My Appointment Expires December 31, 2008  
P.O. Box 100, Station "M"  
Calgary, AB T2P 2H5

(As to both signatures)

Execution Date

Y	M	D
2006	12	12

Party(ies) Signature(s)  
SHELL CANADA LIMITED by its authorized signatories:  
  
Print Name: DAVID R. BRINLEY  
Secretary

Print 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

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Officer Signature:

Execution Date:

Party(ies) Signature:



Y	M	D
2006	12	15

ROBERT G. WOODLAND  
Corporate Administrator  
City of Victoria  
#1 Centennial Square  
Victoria BC V8W 1P6

(as to both signatures)  
RW

**THE CORPORATION OF THE CITY  
OF VICTORIA** by its authorized  
signatories:



Mayor Alan Lowe

Robert Woodland  
Corporate Administrator

**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****WHEREAS:**

- A. The Grantor is the registered owner in fee simple of:
- PID 003-375-137  
Lot A, Section 74, Victoria District, Plan 21955  
(the "Land");
- B. The Grantee is The Corporation of the City of Victoria;
- C. The Grantor has applied to amend the Grantee's Zoning Regulations Bylaw No. 80-159 as it applies to the Land, and has agreed to enter into this Agreement with the Grantee and to register it as a restrictive covenant against title to the Land, pursuant to section 219 of the *Land Title Act* (British Columbia).

**NOW THEREFORE**, in consideration of the payment of the sum of Ten (\$10.00) Dollars by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The Grantor covenants and agrees that it shall only operate a service station and convenience store upon the Land during the following hours:
  - (a) on any day from and including Sunday to and including Thursday, from 6:00 a.m. until 11:00 p.m.; and
  - (b) on any day that is a Friday or Saturday, from 6:00 a.m. until midnight.
2. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
3. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.

4. The Grantor hereby releases and forever discharges the Grantee, its officers, employees and agents, of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever, which the Grantor can or may have against the said Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of a breach of this Agreement by the Grantor.
5. The Grantor covenants and agrees to indemnify and save harmless the Grantee, its officers, employees and agents, from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone has or may have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, including economic loss, that arises out of a breach of this Agreement by the Grantor.
6. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
7. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.
9. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
10. The restrictions and covenants herein contained shall be covenants running with the Land 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 Grantee as a first charge against the Land.
11. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

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12. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.