

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

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

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

Cox Taylor, Barristers & Solicitors

Third Floor, Burnes House

26 Bastion Square

Victoria

BC V8W 1H9

250-388-4457

B-2189-8*LRL

Covenant - Landscape Plan

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

000-350-401

LOT 1 VICTORIA CITY PLAN 35568

STC? YES ☐

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):

PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO BC0052129)

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

THE CORPORATION OF THE CITY OF VICTORIA

1 CENTENNIAL SQUARE

VICTORIA

V8W 1P6

BRITISH COLUMBIA

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

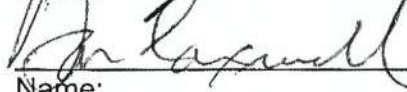
| Y | M | D |
|----|----|----|
| 17 | 09 | 21 |

Transferor(s) Signature(s)

Provincial Rental Housing
 Corporation by its authorized
 signatory(ies):



Name:



Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

17

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

Name:

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

BETWEEN:

PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO BC0052129)

Suite 1701 – 4555 Kingsway
Burnaby, B.C. V5H V48

(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 within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID: 000-350-401
LOT 1 VICTORIA CITY PLAN 35568

(the "Lands");

- B. The Owner has applied to the City for an amendment to the City's Zoning Regulation Bylaw No. 80-159 in relation to the Lands, and for a Development Variance Permit to permit the development of a residential building consisting of supportive housing and affordable rental units for persons over fifty-five (55) years of age (the "Development");

- C. 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;
- that land is to be built on in accordance with the covenant;
- that land is not to be used, built on or subdivided;
- that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state;

may be granted in favour of the City and may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the 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:

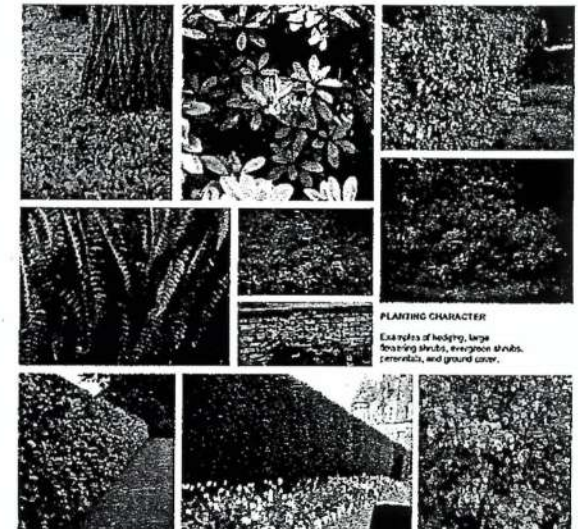
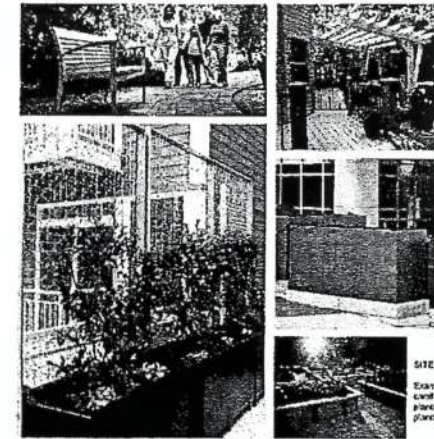
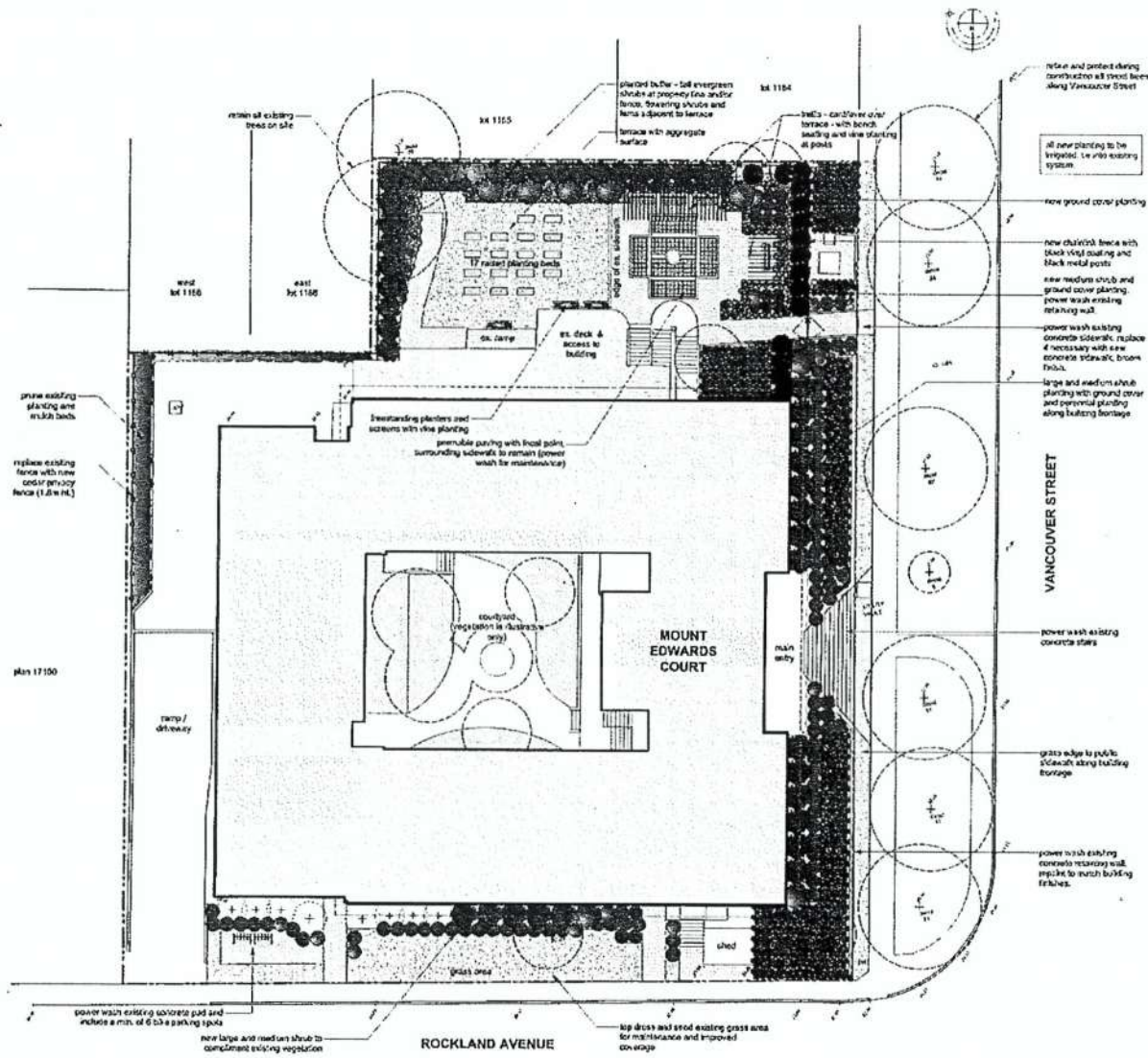
1. The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's zoning bylaw, the Lands shall not be used except in strict accordance with this Covenant.
2. In this Agreement, "**Landscape Plan**" means the landscape plan prepared by LADR Landscape Architects and dated May 16, 2017, a copy of which is attached hereto as Schedule "A".
3. The Owner further covenants and agrees with the City that from and after the date of adoption of the Zoning Amendment Bylaw, the Owner shall not build on the Lands or design, site, construct or finish any building or structure on the Lands except in strict accordance with the Landscape Plan, including, without limitation, the location and nature of all hard and soft landscaping on the Lands shall be in accordance with the Landscape Plan.
4. The Owner and the City agree that the Director of Sustainable Planning and Community Development for the City (the "**Director**") may approve, in writing, minor non-substantive amendments to the Landscape Plan attached as Schedule "A" which, in the opinion of the Director, do not significantly affect the integrity of the landscaping design or the form and character of the development on the Lands.
5. The Owner further covenants and agrees with the City that the Owner will provide to the City a landscape cost estimate for the entire cost of landscaping the Lands (the "**Landscape Cost Estimate**") in accordance with the Landscape Plan, to the satisfaction of the Director. The Owner agrees to provide a Letter of Credit or such other legal instrument acceptable to the City and payable to the City in an amount of 120% of the Landscape Cost Estimate (the "**Landscape Deposit**"), and that such amount must be provided prior to the City's issuance of any building permit for the Lands. The Landscape Deposit will be returned to the Owner once the landscaping is completed in accordance with the Landscape Plan to the satisfaction of the Director. In the event that the Owner does not complete the landscaping in accordance with the Landscape Plan, the Owner agrees that the City may, on not less than one month's written notice to the Owner, enter onto the Lands and construct and install the improvements.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Time is of the essence of this Agreement.
13. 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 and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.
14. 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.
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15. This Agreement is the entire agreement between the parties hereto regarding its subject.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
22. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
23. 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.
24. 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.
25. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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



Mt. Edwards Court - Concept Plan