

EX143925

10
1
2C

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

10 NOV 2005 10 48

EX143925**GENERAL DOCUMENT**

(This area for Land Title Office use)

Page 1 of 6 pages

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

Johns, Southward, Glazier, Walton & Margetts
202 - 911 Yates Street, P.O. Box 847
Victoria, B.C. V8V 4X3 Ph. 381-7321
(Client 10208)

Authorized Agent:
File No. 050908

WENDY SMITH REGISTRY

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)
000-309-745 Lot 1, Fairfield Farm Estate, Victoria City, Plan 34863

3. NATURE OF INTEREST:*

Description
Easement and
Restrictive Covenant

Document Reference
(page & paragraph)
Entire Instrument

Person entitled to Interest

OWNER, LOT 1, FAIRFIELD FARM ESTATE, PLAN 33046

VICTORIA CITY

01 05/11/10 10:48:22 01 VI 668497

CHARGE \$129.50

4. TERMS: Part 2 of this instrument consists of (select one only):

(a) Filled Standard Charge Terms | D.F. No.
(b) Express Charge Terms | x | Annexed as Part 2
(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 as a charge on the land described in Item 2.

5. TRANSFEROR(S):*
- DUCKETT MANAGERMENTS LTD. (Inc. No. A19290)**

6. TRANSFEREE(S): (Including postal address(es) & postal code(s))*
-
- DUCKETT MANAGERMENTS LTD. (Inc. No. A19290)**
-
- 202 - 911 Yates Street, Victoria, B.C. V8W 2R9

and

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)

Execution Date

Y M D
5 10 25

Transferor(s) Signature(s)

DUCKETT MANAGERMENTS LTD.
by its authorized signatory:

Print Name **LES DUCKETT**

Eric Kerr
BARRISTER & SOLICITOR
Box 847, 202 - 911 Yates St.
Victoria, BC V8W 2R9

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.

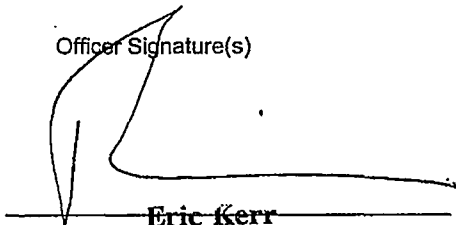
- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E
** If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act
Form D

EXECUTIONS CONTINUED

Page 2 of 6

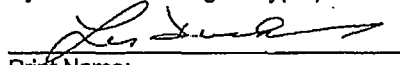
Officer Signature(s)


Eric Kerr
BARRISTER & SOLICITOR
Box 847, 202 - 911 Yates St.
Victoria, BC V8W 2R9

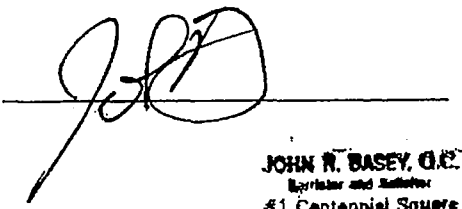
Execution Date

Y M D
5 10 25

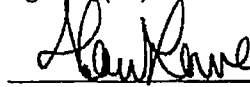
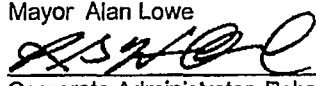
Transferee Signature

DUCKETT MANAGERMENTS LTD.
By its authorized signatory(ies):
Print Name: **LES DUCKETT**

Officer Signature(s)


JOHN W. BASEY, O.C.
Barrister and Solicitor
#1 Centennial Square
Victoria, B.C.
V8W 1P8
(As to both signatures)Y M D
5 11 04

Transferee Signature(s)

**THE CORPORATION OF THE CITY OF
VICTORIA**, by its authorized
signatory(ies):
Mayor Alan Lowe
Corporate Administrator Robert
Woodland

PART 2 - TERMS OF INSTRUMENT**WHEREAS:**

- A. The Transferor is the registered owner in fee simple of the lands described in item 2 of Part 1 of this General Instrument.
- B. The Transferee, Duckett Managements Ltd., is the registered owner in fee simple of the lands situated in the City of Victoria, Province of British Columbia, particularly known and described as:

PID: 000-224-766, Lot 1, Fairfield Farm Estate, Victoria City, Plan 33046.
- C. An easement over the Transferor's lands for parking purposes, in favour of the Transferee, Duckett Managements Ltd., and a restrictive covenant pursuant to section 219 of the *Land Title Act* in favour of the Transferee, the Corporation of the City of Victoria, are required for the purposes of Schedule "C" of the City of Victoria zoning regulation bylaw number 80-159. 7

NOW THEREFORE in consideration of the premises and the covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR, now paid by the Transferees to the Transferor (the receipt and adequacy is hereby acknowledged by the Transferor), the parties hereto covenant and agree as follows:

1. Interpretation**1.1 In this General Instrument:**

- a. "Lands" means the lands described in item 2 of Part 1 of this General Instrument;
- b. "Duckett Managements" means the Transferee, Duckett Managements Ltd.;
- c. "City" means the Transferee, The Corporation of the City of Victoria;
- d. "Easement Area" means those portions of the Lands described as 'Area A' and 'Area B' on the Reference Plan of Easement filed in the Victoria Land Titles Office under number VIP79890; and
- e. "Restrictive Covenant" means the restrictive covenant granted by the Transferor to the City under Section 4 of this Agreement.

1.2 The Transferor hereby grants, transfers and conveys to Duckett Managements forever, the full, free and uninterrupted right, privilege, license, liberty, and easement (the "Easement") for Duckett Managements, on behalf of itself, its heirs, executors, administrators, assigns, servants, employees, agents, permittees, invitees, lessees, licensees, contractors, and other persons acting under its authority, together with materials, supplies, equipment, machinery, and vehicles, at all times hereafter and from time to time by day and night and at their will and pleasure, through, across, under and over the Easement Area:

- a. to install, construct, reconstruct, maintain, repair, improve, alter, place, and replace asphalt or cement and any other form of thing Duckett Managements may require or deem necessary, practical, or expedient for the purpose of providing for six (6) parking stalls for motor vehicles;
- b. to inspect and clean the Easement Area;
- c. to clear the Easement Area and keep it clear of all or any part of any trees, vegetation, shrubs, structures, equipment, obstructions, or damaging or interfering growth now or hereafter on the

Easement Area, which might, in the opinion of Duckett Managements, interfere with and hinder or obstruct the exercise of the rights granted under this General Instrument;

- d. to enter upon and occupy, pass and repass on the Easement Area, for the purpose of exercising the rights granted under this General Instrument;
- e. to use the parking stalls constructed on the Easement Area, as contemplated under section 1.2(a) herein for the parking of up to six (6) motor vehicles; and
- f. without limiting the generality of the foregoing, to undertake, perform and complete all work necessary or incidental to the use of the Easement Area under this General Instrument.

1.3 The Transferor hereby grants, transfers and conveys to Duckett Managements forever, the full, free and uninterrupted right, privilege, license, liberty, and easement, on behalf of itself and its heir, executors, administrators, assigns, servants, employees, agents, permittees, invitees, lessees, licensees, contractors, and any other persons acting under its authority to pass, repass, cross, remain, stand, loiter, or otherwise use the Easement Area by night and by day.

1.4 Duckett Managements covenants with the Transferor to enter upon and occupy the Easement Area, by night and by day.

1.5 Duckett Managements covenants with the Transferor to enter upon and occupy the Easement Area solely for the purpose of exercising the rights granted under this General Instrument.

2. Provisos

2.1 Duckett Managements is under no obligation to provide access, services, maintenance, repair or contribution, financial or otherwise, to the Lands or to the Easement Area, including, without limitation, to construct, maintain or replace any works described in section 1.2 of this General Instrument.

3. Covenants

3.1 The Transferor covenants with Duckett Managements that the Transferor will, after the registration of this General Instrument:

- a. not impede, hinder, obstruct, interrupt, or otherwise interfere with, or cause to be impeded, hindered, obstructed, interrupted or otherwise interfered with the Easement Area or the rights granted under this General Instrument;
- b. not carry out any excavation on or adjacent to the Easement Area without the consent of Duckett Managements;
- c. not make, place, erect or maintain, and not suffer or permit to be made, placed, erected or maintained on, over or under the Easement Area any building, structure, foundation, pipe, wire, ditch, conduit, trees, vegetation, or shrubbery, including their roots and other growth; obstruction or any other thing of whatsoever nature or kind, which will interfere with the Easement Area or the rights granted under this General Instrument; and
- d. permit Duckett Managements to feasibly hold and enjoy the rights granted under this General Instrument without hindrance, molestation, or interruption on the part of the Transferor or of any person, firm, or corporation claiming by, through, under or in trust for the Transferor.

4. Restrictive Covenant

4.1 The Transferor covenants and agrees with the City, pursuant to Section 219 of the *Land Title Act*, that the Transferor shall only use or permit the use of the Easement Area for parking purposes as contemplated under the terms of the easement granted herein.

- 4.2 The Transferor and the City agree that the enforcement of this Restrictive Covenant shall be entirely within the discretion of the City and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the City to the Transferor or to any other person to enforce any provision or the breach of any provision of this Restrictive Covenant.
- 4.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the City 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 Lands as if the Restrictive Covenant had not been executed and delivered by the Transferor.
- 4.4 The Transferor hereby releases and forever discharges the City of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Transferor can or may have against the City for any loss or damage or injury that the Transferor may sustain or suffer arising out of this Restrictive Covenant.
- 4.5 The Transferor covenants and agrees to indemnify and save harmless the City from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of a breach of this Restrictive Covenant by the Transferor or the use of the Lands as a result of this Restrictive Covenant.
- 4.6 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 Transferor other than those contained in this Restrictive Covenant.
- 4.7 This Restrictive Covenant shall be registered as a first charge against the Lands and the Transferor, at its sole cost, agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Restrictive Covenant.
- 4.8 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 hereinbefore set out 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.
- 4.9 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 City as a first charge against the Lands.
- 4.10 This Restrictive Covenant shall enure to the benefit of the City and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 4.11 Wherever the expressions "Transferor" and "City" 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.
5. General Terms and Conditions
- 5.1 Notwithstanding anything contained herein, the Transferor will not be liable for breach of the restrictions and covenants contained in this General Instrument occurring after the Transferor has ceased to be the owner of the Lands.
- 5.2 This General Instrument will not be modified, amended, discharged or released in any manner whatsoever without the prior written consent of each of the parties hereto.

- 5.3 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments, and assurances whatever for the better and more perfect and absolute performance of the terms and conditions of this General Instrument.
- 5.4 It is mutually understood, agreed and declared by the parties that this General Instrument and the rights and covenants contained herein will run with the Lands and be perpetual, and this General Instrument, including all the rights and covenants in it, will extend to and be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors, lessees, licensees and assigns.
- 5.5 No part of the fee of the soil of the Lands will pass to or be vested in the Transferee under or by this General Instrument.
- 5.6 No term of this General Instrument will be considered to have been waived by either party unless such waiver is expressed in writing by the party and the waiver by either party of any such term, condition, covenant, or other provision of this General Instrument will not be construed as or constitute a waiver of any further or other term, condition, covenant or other provision of this General Instrument by that party.
- 5.7 Wherever the singular, or masculine, or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic, unless the context requires otherwise.
- 5.8 Any notice, document, or communication required or permitted to be given under this General Instrument will be in writing and will be deemed to have been duly given, if delivered by personal delivery, mailed by postage prepaid mail to the party to whom it is to be given, or made at the address first shown for such party.
- 5.9 Time is of the essence of this General Instrument.
- 5.10 This General Instrument will be governed by, construed and interpreted in accordance with the laws of the Province of British Columbia.
- 5.11 If any section of this General Instrument, or any part of the section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and several and the remaining parts or sections will not be affected and will be enforceable to the full extent permitted by law.

As evidence of their agreement to be bound by the terms of this General Instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this General Instrument.

END OF DOCUMENT

10 NOV 2005 10 48

EX143925

VIP79890

PID 309745

LAND TITLE ACT

FORM 11 (a)

(Section 99(1) (e), (f) and (k))

APPLICATION FOR DEPOSIT OF AN EXPLANATORY PLAN

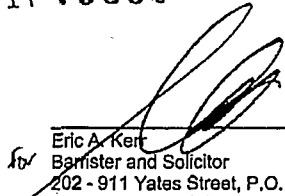
I, Eric A. Kerr, Barrister and Solicitor of the firm, Johns Southward, Glazier, Walton & Margetts, 202 - 911 Yates Street, Victoria, B.C. V8V 4X3, apply on behalf of **DUCKETT MANAGERMENTS LTD.**, of 202 - 911 Yates Street, Victoria, B.C. to deposit an Reference Plan of Easement over Lot 1, Fairfield Farm Estate, Victoria City, Plan 34863

1. The Reference Plan;
2. The reproductions of the plan required by section 67 (u) (see below).
3. Fees of N/A.

01 05/11/10 10:48:11 01 VI 668497
PLANS \$54.00

VIP79890

DATED the day of November, 2005.


Eric A. Kerr
Barrister and Solicitor
202 - 911 Yates Street, P.O. Box 847
Victoria, B.C. V8W 2R9

WENDY SMITH REGISTRY

- NOTE: (i) Under section 67 (u) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one white print is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (approximately 8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (1) (a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice representing a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot created by this plan."

B.C.L.S. or solicitor for the owner
 - (c) Controlled access approval must be evident on the plan where a parent property adjoins a highway that is designated as a controlled access highway.
 - (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

NOTE: Please return one paper print of the mylar and one copy of Form 11(a) to this office with registration particulars noted thereon.

**REFERENCE PLAN OF EASEMENT OVER
LOT 1, PLAN 34863**

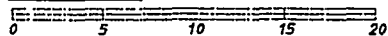
**FAIRFIELD FARM ESTATE,
VICTORIA CITY**

Pursuant to Section 99 (1) (e)

Land Title Act

B.C.G.S. 92B.044

SCALE 1:250



All distances are in metres and decimals thereof
unless otherwise indicated.

LEGEND

This plan lies within Integrated Survey Area No. 17
The Corporation of the City of Victoria
Grid Bearings are derived from OCH 9-120 & OCH 9-99A.
This plan shows ground level measured distances. Prior
to computation of U.T.M. co-ordinates multiply by
an average combined factor of 0.9998106. (NAD 83 - CSRS)

- ⊙ Denotes Control Monument found.
- Denotes standard iron post found
- Denotes standard iron post placed
- m² Denotes square metres
- Denotes lead plug found

MICHAEL E. CLAXTON
B.C. & CANADA LANDS SURVEYOR
Unit 80A 4223 Commerce Circle
VICTORIA, B.C. V8Z 6N6
PHONE 479-2258 FAX 479-3831
FILE: 05-17284.EAS FB363 CHEC

BOOK OF REFERENCE

Lot 1, Plan 34863	Area Required
Area A	106 m ²
Area B	18 m ²
Total	124 m ²

This plan lies within the Capital Regional District.

Strata Plan
2529

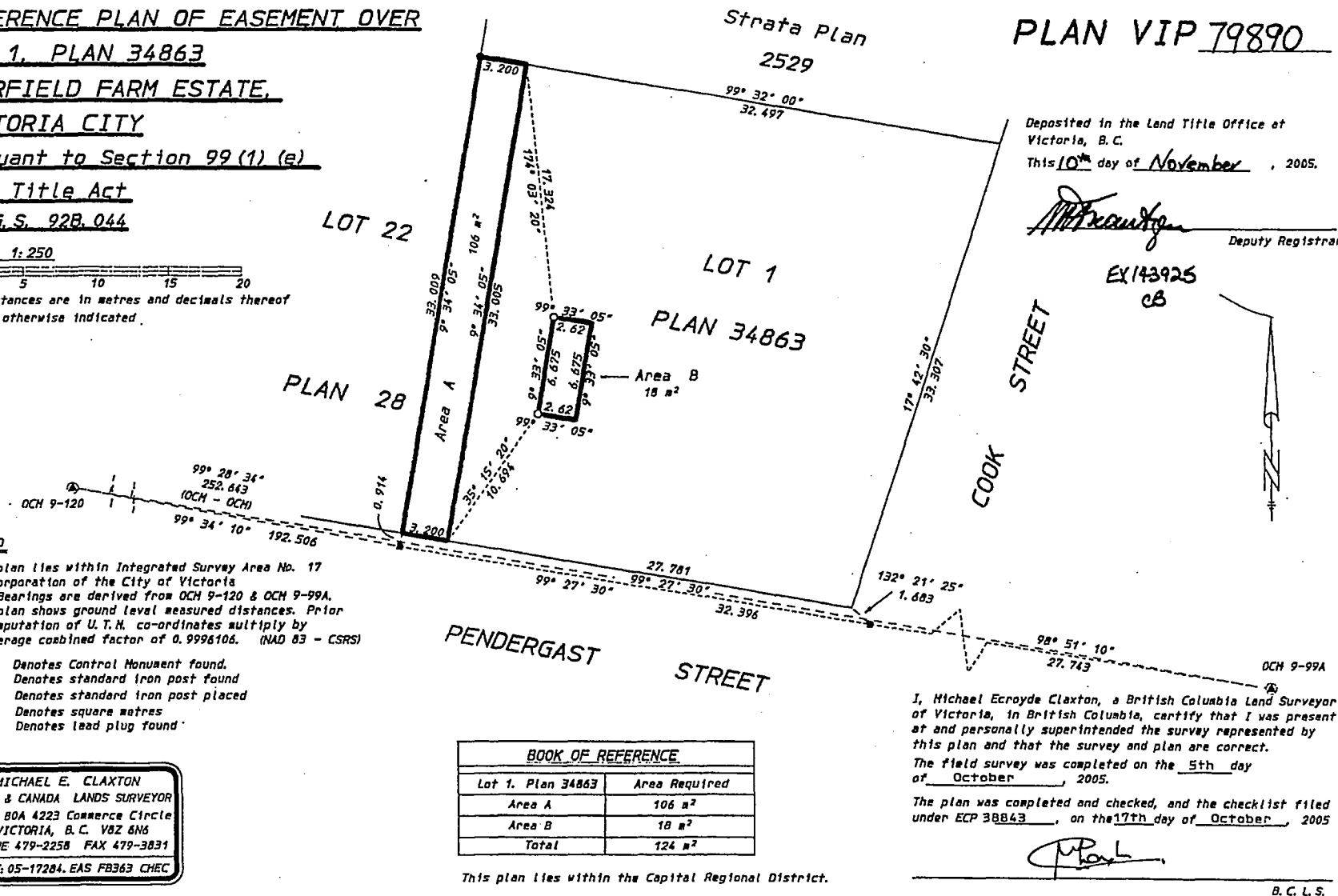
PLAN VIP 79890

Deposited in the Land Title Office of
Victoria, B.C.

This 10th day of November, 2005.

[Signature]
Deputy Registrar

EX143925
CB



I, Michael Ecroyde Claxton, a British Columbia Land Surveyor
of Victoria, in British Columbia, certify that I was present
at and personally superintended the survey represented by
this plan and that the survey and plan are correct.
The field survey was completed on the 5th day
of October, 2005.

The plan was completed and checked, and the checklist filed
under ECP 38863, on the 17th day of October, 2005

[Signature]

B.C.L.S.