

LAND TITLE ACT

FORM C

(Section 233)

Province of

British Columbia

30 AUG 2006 14:20

FA103662


GENERAL DOCUMENT

(This area for Land Title Office use)

Page 1 of 3 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

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

Document Reference
(page & paragraph)

Person entitled to Interest

Modification of Easement
 EX143925 and Restrictive
 Covenant EX143926

Entire Instrument

Owner, Lot 1, Fairfield Estate, Victoria City, Plan 33046

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(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

02 06/08/30 14:20:37 02 VI 717307
 CHARGE \$130.40

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

06 08 08

Transferor(s) Signature(s)

DUCKETT MANAGERMENTS LTD.

by its authorized signatory:

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.

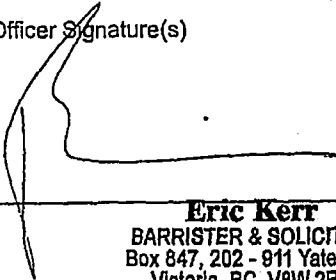
- * If space Insufficient, enter "SEE SCHEDULE" and attach schedule in Form E
 ** If space Insufficient, continue executions on additional page(s) in Form D.

Land Title Act
Form D

EXECUTIONS CONTINUED

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Officer Signature(s)


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


Execution Date

Y M D
06 08 08


Transferee Signature

DUCKETT MANAGERMENTS LTD.

By its authorized signatory:


Les Duckett

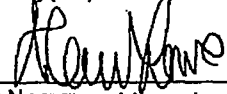
Officer Signature(s)


ROBERT G. WOODLAND
Corporate Administrator
City of Victoria
#1 Centennial Square
Victoria BC V8W 1P6
(As to both signatories)

Y M D

06 08 28

Transferee Signature(s)

THE CORPORATION OF THE CITY OF
VICTORIA, by its authorized
signatory(ies):
Print Name: Alan Lowe, Mayor

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.

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Land Title Act
Form E

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PART 2 - TERMS OF INSTRUMENT

WHEREAS:

- A. The Transferor granted to the Transferee, Duckett Managements Ltd., an easement over the Transferor's land described in item 2 of Part 1 of this General Instrument, which easement was registered in the Victoria Land Title Office under number EX143925 (the "Easement").
- B. The Transferor granted to the Transferee, the Corporation of the City of Victoria, a restrictive covenant, pursuant to section 219 of the *Land Title Act* (British Columbia) over the Transferor's land described in item 2 of Part 1 of this General Instrument, which restrictive covenant was registered in the Victoria Land Title Office under number EX143926 (the "Restrictive Covenant").
- B. The Transferor and the Transferees wish for the Easement and the Restrictive Covenant to be modified as set forth herein.

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

1. Subparagraph 1.1 (d) of the Easement and the Restrictive Covenant shall be deleted in its entirety and replaced with the following:
- "Easement Area" means, collectively, those portions of the Lands described as 'Area A' and 'Area B' on the Reference Plan of Easement filed in the Victoria Land Title Office under number VIP 79890 and those portions of the Lands described as 'Area 1' and 'Area 2' on the Reference Plan of Easement filed in the Victoria Land Title Office under number VIP 81627; and"
2. Subparagraph 1.2 (a) of the Easement and the Restrictive Covenant shall be deleted in its entirety and replaced with the following:
- "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 eight (8) parking stalls for motor vehicles;"
3. Subparagraph 1.2 (e) of the Easement and the Restrictive Covenant shall be deleted in its entirety and replaced with the following:
- "to use the parking stalls constructed on the Easement Area, as contemplated under section 1.2(a) herein for the parking of up to eight (8) motor vehicles; and"
4. This indenture shall, from the date hereof, be read and construed along with the Easement and the Restrictive Covenant and be treated as a part thereof, and the Easement and the Restrictive Covenant are so amended together with all the covenants, agreement and provisos therein contained which shall remain in full force and effect.
5. This indenture shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
6. Wherever the singular or masculine are used in this indenture, the same shall be construed as meaning the plural or feminine, or body corporate or politic where the context or the parties hereto so require.

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