



May 29, 2017

DELIVERED VIA E-MAIL (JHandy@victoria.ca)

City of Victoria
1 Centennial Square
Victoria, B.C. V8W 1P6

Attention: Jim Handy
Mayor Lisa Helps and City Council Dear Mayor Helps and Council:

Re: 755 Caledonia Avenue, Victoria, British Columbia, being legally described as Parcel Identifier: 029-953-944 Lot A of Lots 714, 715, 716, 726, 727, 728 and 729 Victoria City Plan EPP66100 and 785 Caledonia Avenue, Victoria, British Columbia, being legally described as Parcel Identifier: 029-953-952 Lot B of Lots 723, 724, 725 and 726 Victoria City Plan EPP66100 (together, the "Lands")

As you know, PTR Development Holdings Ltd., a Townline Company (the "**Owner**") is the registered owner of the Lands and has over the last several years developed the Lands for the purposes of a mixed-use development known as "Hudson Walk" (the "**Development**"). The Development is comprised of two (2) mixed-use multi-storey buildings and includes, among other things, a public thoroughfare located between the buildings (the "**Carriageway**") which provides access to and/or egress from Caledonia Street and/or Herald Street.

In December 2014, a Form C Statutory Right-of Way and Section 219 Covenant was registered against title to the Lands under registration numbers CA4143281 and CA4143284 (collectively, the "**Original Carriageway Agreement**"), with the intent of securing the obligations of the Owner to construct and maintain the Carriageway as part of the Development and also to grant a right-of-way so that members of the public could use the Carriageway upon its completion (the "**Right of Way**"). The Original Carriageway SRW included a specific proviso that, upon the completion of construction of the Carriageway: (i) the Owner would commission an explanatory or reference plan in registerable form defining the actual as-built boundaries of the Carriageway; and (ii) the Corporation of the City of Victoria (the "**City**") would enter into a replacement agreement (the "**Replacement Carriageway Agreement**") with the Owner whereby the registered area of the Right of Way would be restricted to the surveyed portions of the Carriageway and the Original Carriageway Agreement would be discharged from title to the Lands.

The Owner confirms that it has: (i) completed the construction of the Carriageway; (ii) commissioned Statutory Right of Way Plan EPP64034 (the "**Survey Plan**"), which defines the as-



T O W N L I N E

built boundaries of the Carriageway accordance with the terms of the Original Carriageway Agreement; (iii) prepared and settled the terms and conditions of the Replacement Carriageway Agreement with the City's legal department; and (iv) obtained the consent of the Owner's mortgagees to the registration of the Replacement Carriageway Agreement and the subordination of their registered mortgage security to the same.

The boundaries of the Right of Way shown on the Survey Plan and the legal terms and conditions of the Replacement Carriageway Agreement have been reviewed and approved by City staff.

Please find enclosed the following documents for your ease of reference:

1. the Original Carriageway Agreement;
2. the Survey Plan;
3. a Form C Replacement Carriageway Statutory Right of Way and Section 219 Covenant (together, the "**Replacement Carriageway Agreement**"); and
4. a Form C Release of the Original Carriageway SRW (the "**Release**", together with the Replacement Carriageway Agreement, the "**Replacement Documents**").

In accordance with Section 3.1 of the Original Carriageway Agreement, the Owner kindly requests that the authorized signatory(ies) of the City execute both Replacement Documents in registerable form. We confirm that our solicitors, Lawson Lundell LLP, have made arrangements with Carrie Moffatt for the registration of the Replacement Documents upon the execution of the same by the City.

Please e-mail the signed Replacement Documents to pchau@lawsonlundell.com following execution and please contact Peggy Chau, at 604.408.5343 once the originals are available for pick up so that we can arrange for a courier.

Thank you in advance for your timely attention to this matter.

Yours very truly,

PTR DEVELOPMENT HOLDINGS LTD.

Justin Filuk

Townline Group of Companies

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.

Chad Travis
V49B1F

Digitally signed by Chad Travis
V49B1F
DN: c=CA, cn=Chad Travis V49B1F,
o=Lawyer, ou=Verify ID at
www.juricourt.com/LKUP.cfm?
id=V49B1F
Date: 2014.12.17 11:18:02 -08'00'

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

Chad Travis (Jill Oehlschlager)

Lawson Lundell LLP Barristers and Solicitors

1600 - 925 West Georgia Street

Vancouver

BC V6C 3L2

(604) 685-3456

File No. 30395-124064

Document No. 10985583

Document Fees: \$310.88

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-272-338

LOT 1 OF LOTS 712, 713, 714, 715, 716, 723, 724, 725, 726, 727, 728, AND 729
VICTORIA CITY PLAN VIP83911 EXCEPT THAT PART IN PLAN VIP86828

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

SEE SCHEDULE

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)

Darren C. Trester

Barrister & Solicitor

120 - 13575 Commerce Parkway

Richmond, B.C. V6V 2L1

Execution Date		
Y	M	D
14	12	10

Transferor(s) Signature(s)

PTR DEVELOPMENT
HOLDINGS LTD. by its
authorized signatory(ies):

Name: Rick Ilich

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 12 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Robert G. Woodland
Commissioner for Taking Affidavits in BC
#1 Centennial Square
Victoria, BC V8W 1P6

Y	M	D
14	12	15
14	12	09

THE CORPORATION OF THE CITY
OF VICTORIA by its authorized
signatory(ies):

Name: Mayor Lisa Helps
#1 Centennial Square
Victoria, BC V8W 1P6

Kimberly Collins
Barrister & Solicitor
1701 - 1166 Alberni Street
Vancouver, B.C. V6E 3Z3

PTR DEVELOPMENT HOLDINGS
LTD. by its authorized signatory(ies):

Name: Jane Young

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.

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 E****SCHEDULE**

PAGE 4 OF 12 PAGES

NATURE OF INTEREST
Statutory Right of Way**CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST**
Covenant**CHARGE NO.****ADDITIONAL INFORMATION**
Section 219 Covenant**NATURE OF INTEREST**
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
Granting the Statutory Right of Way with two registration numbers less than this priority agreement priority over Mortgage CA2912700, Assignment of Rents CA2912701, Mortgage CA2912942 and Assignment of Rents CA2912943**NATURE OF INTEREST**
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**
Granting the Covenant with two registration numbers less than this priority agreement priority over Mortgage CA2912700, Assignment of Rents CA2912701, Mortgage CA2912942 and Assignment of Rents CA2912943**NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 12 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

PTR DEVELOPMENT HOLDINGS LTD.(INC. NO. BC0866565)

CANADIAN WESTERN BANK (as to priority)

**Statutory Right of Way – Public Carriageway
s. 219 Covenant**

TERMS OF INSTRUMENT - PART 2

WHEREAS:

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

Parcel Identifier: 027-272-338

Lot 1 of Lots 712, 713, 714, 715, 716, 723, 724, 725, 726, 727, 728, AND 729
Victoria City Plan VIP83911 Except That Part in Plan VIP86828

(the "Lands").

- B. The Transferee is The Corporation of the City of Victoria.
- C. The Transferee wishes to be able to access, for itself and all members of the public, a public pedestrian walkway to be constructed, developed and maintained in perpetuity over the Lands.
- D. The Transferor has agreed to grant a Statutory Right of Way on the terms hereinafter set forth.
- E. It is necessary for the operation and maintenance of the Transferee's undertaking of a public carriageway (the "**Public Carriageway**") for the enjoyment of the general public that a right of way be established in accordance with this document.
- F. The Transferor has agreed to register the herein restrictive covenant under Section 219 of the *Land Title Act*, on the title to the Lands to secure the commitment of the Transferor to construct and maintain the Public Carriageway.
- G. The Transferee has the authority to accept the covenants under s.219 of the *Land Title Act*.

NOW, THEREFORE, THIS INDENTURE WITNESSES that in consideration of the sum of Ten (\$10.00) Dollars of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

1.0 STATUTORY RIGHT OF WAY

- 1.1 Pursuant to Section 218 of the *Land Title Act*, the Transferor does hereby grant, convey, confirm and transfer, in perpetuity, to the Transferee, its successors and assigns, and all of its employees, agents, servants, licensees and invitees including all members of the public who might so desire, at all times by day or night, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way, to enter, use, go, return, pass over and across the Lands on foot, in wheelchairs or similar devices, with baby carriages or similar devices, on bicycle, and by vehicle for the purpose of gaining access to and/or egress from Caledonia Street and/or Herald Street (the "Right of Way").
- 1.2 The Transferor will permit the Transferee and every member of the public to peaceably hold and enjoy the rights hereby granted.
- 1.3 Notwithstanding anything to the contrary contained in this Agreement, the Transferor and the Transferee acknowledge and agree as follows:
- (a) the grant of rights under Section 1.1 will be suspended until the Transferor has completed the construction of the Public Carriageway to the satisfaction of the Transferee;
 - (b) when necessary or reasonable for purposes of public safety during construction or maintenance on the Lands, the Transferor may temporarily interrupt the use of the Right of Way with the consent of the Transferee, not to be unreasonably withheld; and
 - (c) the Transferor and those claiming through the Transferor and their respective agents may bar entry to or eject from the Public Carriageway any member of the public who:
 - (i) acts in a disorderly or offensive manner, interferes with or obstructs any other person, appears intoxicated or commits or appears to commit an illegal act; or
 - (ii) presents an apparent threat to the safety of others or to the security of any landscaping or any improvements on the Public Carriageway.

2.0 SECTION 219 RESTRICTIVE COVENANT

- 2.1 Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands, the Transferor will construct, develop and improve the Public Carriageway on the Right of Way, and keep and maintain it in good condition and repair in

accordance with the Transferee's standards and policies, as amended from time to time.

- 2.2 The Transferor covenants and agrees that it will not occupy or use the building to be constructed on the Lands for any purpose until it has constructed and installed the Public Carriageway with an average width of not less than 6 metres and generally in the area shown outlined in bold on the site plan attached hereto as Schedule "A" at the Transferor's sole cost and to the satisfaction of the Transferee.

3.0 GENERAL

- 3.1 The Transferor and the Transferee agree that upon completion of the Public Carriageway, the Transferor shall, at its sole cost and expense, cause a British Columbia Land Surveyor to prepare an explanatory or reference plan of statutory right of way in registerable form defining the actual as built boundaries of the Public Carriageway as constructed (the "**Specific Right of Way Area**") and the Transferor shall prepare and deliver to the Transferee and the Transferee shall execute and deliver to the Transferor a statutory right of way which replaces this Agreement to restrict the area of the Right of Way to the Specific Right of Way Area but in all other respects containing the same terms and conditions of this Agreement. Upon registration of the replacement statutory right of way in the Land Title Office in priority to all financial charges, the Transferee shall execute and deliver a discharge of this Agreement in registerable form to the Transferor within a reasonable period of time after a written request therefor has been received by the Transferee.
- 3.2 The Transferor and the Transferee agree that enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this 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 or prevent or restrain the breach of any provision of this Agreement.
- 3.3 The Transferor shall indemnify and save harmless the Transferee 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 Transferee 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.
- 3.4 The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement by the Transferee;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
- 3.5 At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 3.6 This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law in relation to the Transferor or the Lands all of which may be exercised or enforced by the Transferee as if this Agreement did not exist,
 - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
 - (c) relieve the Transferor from complying with any public or private enactment, including in relation to the use or subdivision of the Lands.
- 3.7 Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.
- 3.8 No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use

and enjoy all of the Lands subject only to the rights and restrictions herein contained. For greater certainty, nothing in this Agreement shall be interpreted so as to restrict or prevent the Transferor from using the Public Carriageway in any manner which does not interfere with the exercise of the rights herein granted.

- 3.9 If the Transferor is in breach of and provision of this Agreement, including section 2.0, the Transferee may but is under no obligation to inspect, repair and maintain the Right of Way and Public Carriageway, including removal of any buildings, structures or improvements placed without consent, at the expense of the Transferor. The Transferee, except in cases of emergencies as determined by the Transferee, shall not exercise these rights without first giving thirty (30) days written notice to the Transferor of the Transferee's intention to carry out such work. The notice shall include a reasonable description of any breach by the Transferor of any covenant or agreements contained in this Agreement.
- 3.10 The covenants herein shall be covenants running with the Lands upon which the Right of Way is situated and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall have an interest, but that the Lands, nevertheless, shall be and remain at all times charged herewith.
- 3.11 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 3.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and their heirs and administrators respectively.
- 3.13 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.
- 3.14 Time is of the essence of this Agreement.
- 3.15 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 this Agreement.

4.0 PRIORITY AGREEMENT

4.1 CANADIAN WESTERN BANK, the registered holder of the following charges or interests encumbering the Lands, all of which have been registered in the Land Title Office at Victoria, British Columbia, under the numbers respectively indicated:

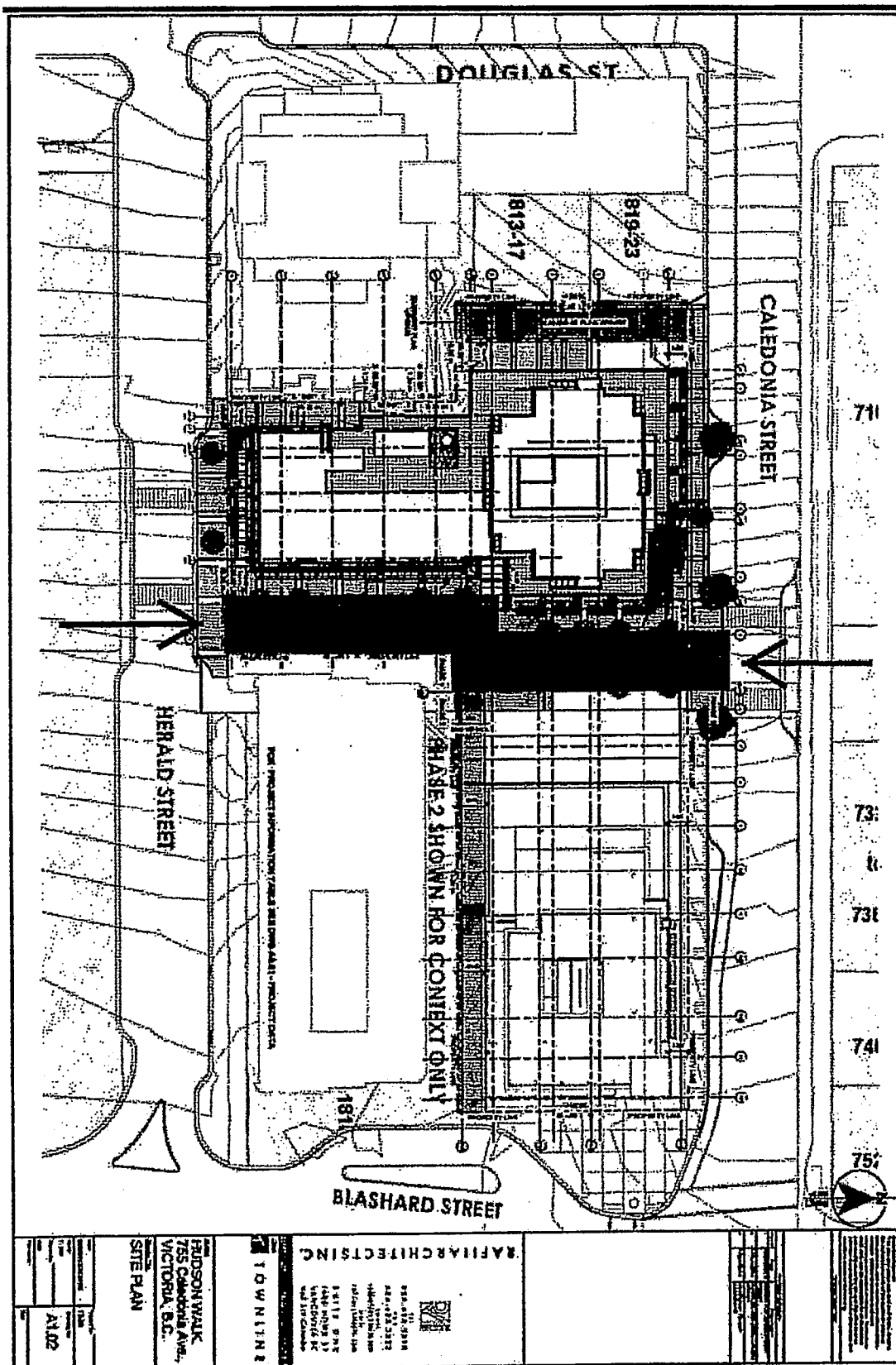
- (a) Mortgage registered under No. CA2912700;
- (b) Assignment of Rents registered under No. CA2912701;
- (c) Mortgage registered under No. CA2912942; and
- (d) Assignment of Rents registered under No. CA2912943

(collectively, the "**Chargeholder Security**"),

for and in consideration of the sum of Ten (\$10.00) Dollars paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), hereby agrees with the Transferee, its successors and assigns, that the within Statutory Right of Way and Section 219 Covenant shall each be an encumbrance upon the Lands in priority to the Chargeholder Security in the same manner and to the same effect as if they had been dated and registered prior to the Chargeholder Security.

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

Schedule "A" Site Plan



**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 2 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Jordan Litke
P643XQ

c=CA, cn=Jordan Litke
P643XQ, o=BC Land
Surveyor, ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=P643XQ

1. BC LAND SURVEYOR: (Name, address, phone number)

Jordan Elliot Litke

Box 324

110-174 Wilson Street

Victoria

BC V9A 7N7

jlitke@plsi.ca

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **149-616-6611**

Plan Number: **EPP64034**

3. CERTIFICATION:

☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2016	July	.06	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2017	March	28	(YYYY/Month/DD)	189212

☒ None ☒ Strata Form S

☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2

Arterial Highway ☐

4. ALTERATION: ☐

STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT A OF LOTS 714, 715, 716, 726, 727, 728 AND 729, AND OVER PART OF LOT B OF LOTS 723, 724, 725, AND 726, BOTH IN VICTORIA CITY, PLAN EPP66100.

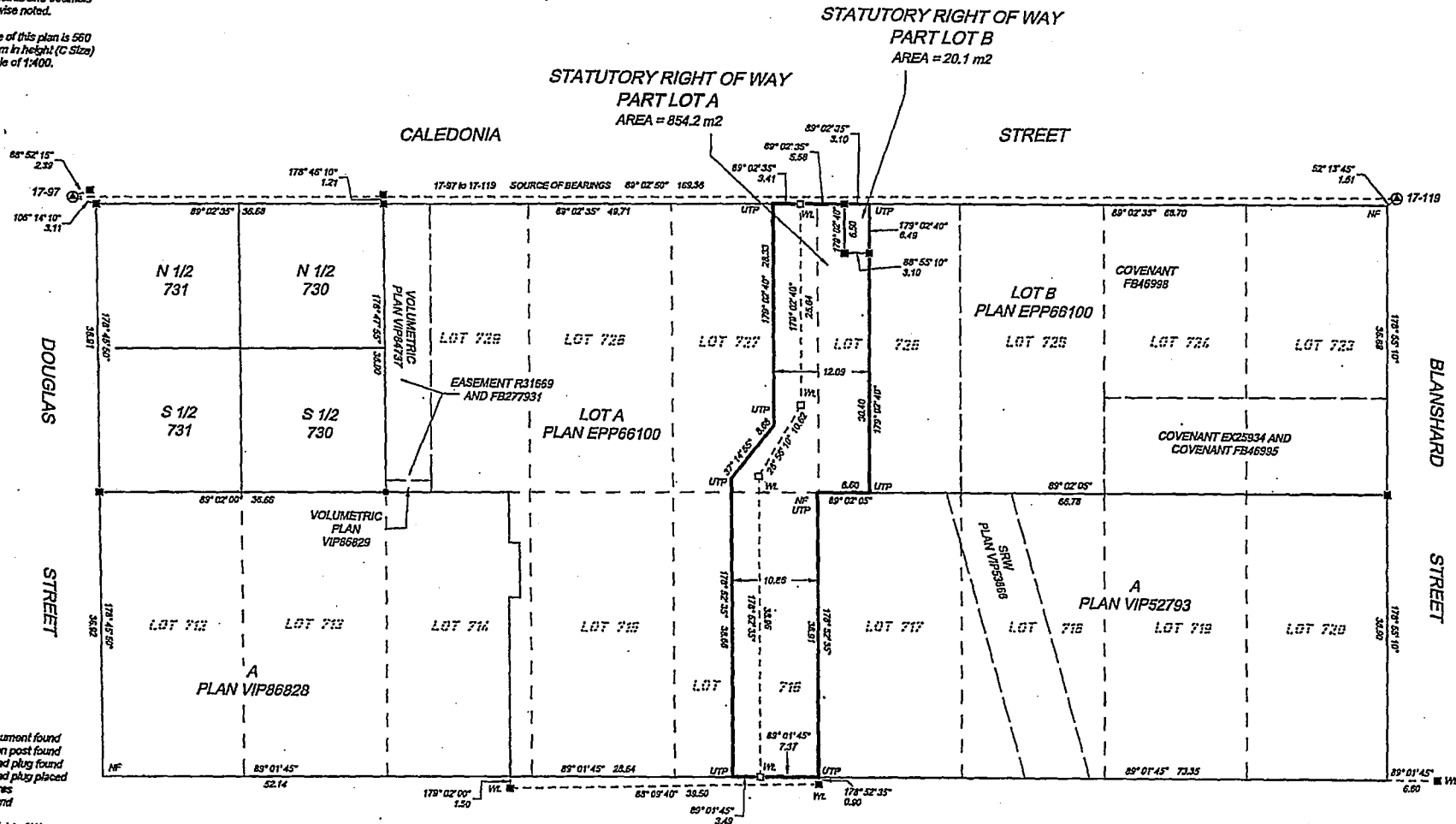
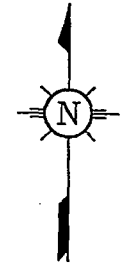
Pursuant to Section 113 of the Land Title Act.

PLAN EPP64034

BCGS MAP SHEET 92B.044

0 5 10 15 20 25
All distances are in metres and decimals thereof, unless otherwise noted.

The intended plot size of this plan is 560 mm in width by 432 mm in height (C Size) when plotted at a scale of 1:400.



LEGEND

- denotes control monument found
- denotes standard iron post found
- denotes standard lead plug found
- denotes standard lead plug placed
- m² denotes square metres
- NF denotes Nothing Found
- Rem. denotes Remainder
- SRW denotes Statutory Right of Way
- UTP denotes Unable To Post
- W2 denotes Witness

Note: This plan shows one or more witness posts which are not set on true corner(s).

Polaris Land Surveying Inc.
Box 324, #110-114 Wilson Street
Victoria BC V8A 7N7

File: 0181-TOWNLINE-PLS1026
Drawing: 0181-026-SRW.DWG
Date: 2017-03-28

Integrated Survey Area No. 17, The Corporation of the City of Victoria, NAD83 (CSRS) 3.0.0, BC.1.CRD.

Grid bearings are derived from observations between ISA monuments 17-97 and 17-119 and are referred to the central meridian of UTM Zone 10.

The UTM coordinates and estimated horizontal positional accuracy achieved are derived from ties to Integrated Control Monuments 17-97 and 17-119.

This plan shows horizontal ground-level distances, unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996091. The average combined factor has been determined based on an ellipsoidal elevation of 0 metres.

HERALD

STREET

INTEGRATED CONTROL MONUMENTS
UTM Zone 10
Datum: NAD83(CSRS) 3.0.0, BC.1.CRD

STATION	NORTHING	EASTING	COMBINED FACTOR	ESTIMATED HORIZONTAL ACCURACY
17-97	5364271.71	473047.93	0.999610	0.01
17-119	5364274.63	473217.21	0.999608	0.01

BOOK OF REFERENCE

DESCRIPTION	AREA
SRW AREA IN LOT A, PLAN EPP66100, VICTORIA CITY	854.2 m ²
SRW AREA IN LOT B, PLAN EPP66100, VICTORIA CITY	20.1 m ²
TOTAL	874.3 m ²

This plan lies within the Capital Regional District.

The field survey represented by this plan was completed on the 6th day of July, 2016.

Jordan Elliot Little, BCLS 905.

LAND TITLE ACT**FORM C (Section 233) CHARGE****GENERAL INSTRUMENT - PART 1 Province of British Columbia****PAGE 1 OF 20 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.

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

Chad Travis, Lawson Lundell LLP (Peggy Chau)

Barristers and Solicitors

1600 - 925 West Georgia Street

Vancouver

BC V6C 3L2

Tel. No.: (604) 685-3456

File No.: 30395-124064

Document No.: 13226385

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

SEE SCHEDULE

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)

MAURICE E.J. LAMBERT

Barrister and Solicitor

#215-8171 Cook Road

Richmond, BC V6Y 3T8

Phone: 604-273-7575

Execution Date

Y	M	D
16	12	22

Transferor(s) Signature(s)

PTR DEVELOPMENT HOLDINGS LTD., by its authorized signatory:

Print Name:

Rick Liem

(1st authorized signatory)

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 D**

EXECUTIONS CONTINUED

PAGE 3 of 19 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):

Print Name:

Print Name:

(as to all signatures)

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 4 of 19 PAGES

Officer Signature(s)



KENNA CHRISTINE SPENCE
A Commissioner for taking
Affidavits for British Columbia
22nd Floor 686 Burrard Street
Vancouver, B.C. V6C 2X8
Expires June 30, 2019

Execution Date

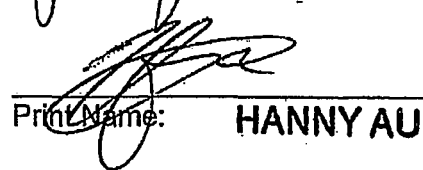
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17	02	17

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK,
by its authorized signatory(ies):



Print Name: **JENNY SIMAN**



Print Name: **HANNY AU**

(as to priority over Lot B Plan
EPP66100)

(as to all signatures)

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 5 of 20 PAGES

Officer Signature(s)

Charlene Burnett

CHARLENE L. BURNETT
NOTARY PUBLIC
100 Osborne Street North
Winnipeg, Manitoba R3C 1V3
Phone: +1(204) 946-4228
Expiry Date: Nov 6 / 17

(as to all signatures)

Execution Date

Y	M	D
16	1	4

Transferor / Borrower / Party Signature(s)

THE GREAT-WEST LIFE
ASSURANCE COMPANY, by its
authorized signatory(ies):

APPROVED
cy

Print Name:

GAYLE SWAN - Manager
Mortgage Administration
and Closing

Print Name:

KENNETH F. SMITH
Assistant Vice-President
Mortgage Investments

(as to priority over Lot A Plan
EPP66100)

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 6 of 20 PAGES

Officer Signature(s)



Sam Golder
Notary Public in and for
The Province of Ontario
100 University Ave., 11th Fl.,
Toronto, ONTARIO M5J 2Y1
416-263-9314

Execution Date

Y	M	D
16	12	19

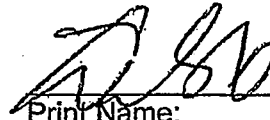
Transferor / Borrower / Party Signature(s)

COMPUTERSHARE TRUST
COMPANY OF CANADA, by its
authorized signatory(ies):



Samuel S. Liaw
Administrator, MBS

Print Name:



Aaron Cao
Professional, MBS

Print Name:

(as to priority over Lot A Plan
EPP66100)

(as to all signatures)

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 E****SCHEDULE****PAGE 7 OF 19 PAGES**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**[PID]****[LEGAL DESCRIPTION]****029-953-944****LOT A OF LOTS 714, 715, 716, 726, 727, 728 AND 729 VICTORIA CITY PLAN
EPP66100****STC?****YES ☐**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**[PID]****[LEGAL DESCRIPTION]****029-953-952****LOT B OF LOTS 723, 724, 725 AND 726 VICTORIA CITY PLAN EPP66100****STC?****YES ☐**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**[PID]****[LEGAL DESCRIPTION]****STC?****YES ☐**

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 8 OF 19 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part of Lot A and Lot B Plan EPP66100 as shown on Plan EPP64034 (Page 11)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant (Page 12)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		See Schedule

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		See Schedule

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 9 OF 19 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

3. NATURE OF INTEREST**Priority Agreement - ADDITIONAL INFORMATION:**

Granting the Statutory Right of Way herein priority over:

Mortgage CA5611450 and Assignment of Rents CA5611451 in favour of The Great-West Life Assurance Company (as to Lot A Plan EPP66100)

(Page 16)

Mortgage CA5615185 and Assignment of Rents CA5615186 in favour of Computershare Trust Company of Canada (as to Lot A Plan EPP66100)

(Page 17)

Mortgage CA5610275 and Assignment of Rents CA5610276 in favour of Canadian Western Bank (as to Lot B Plan EPP66100)

(Page 18)

Priority Agreement - ADDITIONAL INFORMATION:

Granting the Section 219 Covenant herein priority over:

Mortgage CA5611450 and Assignment of Rents CA5611451 in favour of The Great-West Life Assurance Company (as to Lot A Plan EPP66100)

(Page 16)

Mortgage CA5615185 and Assignment of Rents CA5615186 in favour of Computershare Trust Company of Canada (as to Lot A Plan EPP66100)

(Page 17)

Mortgage CA5610275 and Assignment of Rents CA5610276 in favour of Canadian Western Bank (as to Lot B Plan EPP66100)

(Page 18)

5. TRANSFEROR(S):

PTR DEVELOPMENT HOLDINGS LTD. (Inc. No.: BC0866565)

(as to Statutory Right of Way and Section 219 Covenant)

CANADIAN WESTERN BANK (as to priority over Lot B Plan EPP66100)

THE GREAT-WEST LIFE ASSURANCE COMPANY (Inc. No.: A0038811) (as to priority over Lot A Plan EPP66100)

COMPUTERSHARE TRUST COMPANY OF CANADA (Inc. No.: A0052313) (as to priority over Lot A Plan EPP66100)

**Statutory Right of Way and s. 219 Covenant
– Public Walkway**

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner of the following lands in the Province of British Columbia:

Parcel Identifier: 029-953-944

LOT A OF LOTS 714, 715, 716, 726 727, 728 AND 729 VICTORIA CITY PLAN EPP66100

("Lot A")

Parcel Identifier: 029-953-952

LOT B OF LOTS 723, 724, 725 AND 726 VICTORIA CITY PLAN EPP66100

("Lot B", together with Lot A the "Lands").

- B. The Transferee is The Corporation of the City of Victoria.
- C. The Transferee wishes to be able to access, for itself and all members of the public, a public pedestrian walkway developed and maintained in perpetuity over the Lands.
- D. The Transferor has constructed a public walkway (the "**Public Walkway**") on the SRW Area (as defined below) for the enjoyment of the general public.
- E. It is necessary for the operation and maintenance of the Transferee's undertaking that the Right of Way (defined below) be established over the SRW Area in accordance with this document.
- F. The Transferor has agreed to grant the Right of Way on the terms hereinafter set forth.
- G. The Transferor has agreed to register the herein restrictive covenant under Section 219 of the *Land Title Act*, on the title to the Lands to secure the commitment of the Transferor to maintain the Public Walkway.
- H. The Transferee has the authority to accept the covenants under s.219 of the *Land Title Act*.

NOW, THEREFORE, THIS INDENTURE WITNESSES that in consideration of the sum of Ten (\$10.00) Dollars of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

1.0 STATUTORY RIGHT OF WAY

- 1.1 Pursuant to Section 218 of the *Land Title Act*, the Transferor does hereby grant, convey, confirm and transfer, in perpetuity, to the Transferee, its successors and assigns, and all of its employees, agents, servants, licensees and invitees including all members of the public who might so desire, at all times by day or night, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way, to enter, use, go, return, pass over and across that portion of the Lands shown in heavy outline on the Statutory Right of Way plan prepared by Jordan Elliot Litke and filed in the Victoria Land Title Office under Plan No. EPP64034, a reduced copy of which plan is attached hereto as Schedule "A" (the "**SRW Area**"), on foot, in wheelchairs or similar devices, with baby carriages or similar devices, on bicycle, and by vehicle all for the purpose of passing and repassing over the Public Walkway and gaining access to and/or egress from Caledonia Street and/or Herald Street (the statutory right-of-way granted under this Section 1.1 being herein referred to as the "**Right of Way**").
- 1.2 The Transferor will permit the Transferee and every member of the public to peaceably hold and enjoy the rights hereby granted.
- 1.3 The Transferor covenants with the Transferee:
- (a) not to make, place, effect or maintain any building, structure, foundation, excavation, well, or obstruction of any other description which does nor may interfere with the enjoyment of the Right of Way;
 - (b) that the Transferor will not do or knowingly permit to be done any act or thing which will interfere with or obstruct the enjoyment of the Right of Way; and
 - (c) that the Transferor will not diminish the soil cover over any portion of the SRW Area.
- 1.4 Notwithstanding anything to the contrary contained in this Agreement, the Transferor and the Transferee acknowledge and agree as follows:

- (a) for greater certainty, the Right of Way does not include the permission for any person to temporarily or permanently park any vehicle or vehicles on any portion of the SRW Area;
- (b) when necessary or reasonable for purposes of public safety during construction or maintenance on the Lands, the Transferor may temporarily interrupt the use of the Right of Way with the consent of the Transferee, not to be unreasonably withheld; and
- (c) the Transferor and those claiming through the Transferor and their respective agents may bar entry to or eject from the Public Walkway and/or the SRW Area any member of the public who:
 - (i) acts in a disorderly or offensive manner, interferes with or obstructs any other person, appears intoxicated or commits or appears to commit an illegal act; or
 - (ii) presents an apparent threat to the safety of others or to the security of any landscaping or any improvements on the Public Walkway.

2.0 SECTION 219 RESTRICTIVE COVENANT

- 2.1 Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands, the Transferor will keep and maintain the Public Walkway on the SRW Area in good condition and repair in accordance with the Transferee's standards and policies, as amended from time to time.

3.0 GENERAL

- 3.1 The Transferor and the Transferee agree that enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this 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 or prevent or restrain the breach of any provision of this Agreement.
- 3.2 The Transferor shall indemnify and save harmless the Transferee 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 Transferee 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; or
 - (c) restrictions or requirements under this Agreement.
- 3.3 The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor 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; or
 - (c) restrictions or requirements under this Agreement.
- 3.4 At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 3.5 This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law in relation to the Transferor or the Lands all of which may be exercised or enforced by the Transferee as if this Agreement did not exist,
 - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
 - (c) relieve the Transferor from complying with any public or private enactment, including in relation to the use or subdivision of the Lands.
- 3.6 Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.
- 3.7 No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use

and enjoy all of the Lands subject only to the rights and restrictions herein contained. For greater certainty, nothing in this Agreement shall be interpreted so as to restrict or prevent the Transferor from using the Public Walkway and/or the SRW Area in any manner which does not interfere with the exercise of the rights herein granted.

- 3.8 If the Transferor is in breach of any provision of this Agreement, including Section 2.1, the Transferee may but is under no obligation to inspect, repair and maintain the SRW Area and Public Walkway, including removal of any buildings, structures or improvements placed in breach of Section 1.3, at the expense of the Transferor. Notwithstanding the foregoing, the Transferee, except in cases of emergencies as determined by the Transferee, shall not exercise its rights to repair and/or maintain the SRW Area and/or the Public Walkway without first giving seven (7) days written notice to the Transferor of the Transferee's intention to carry out such work and unless the Transferor has not rectified the default within such seven (7) day period (except that if the Transferor, by reason of the nature of the default, cannot reasonably rectify it within seven (7) days, then the Transferor will have a further reasonable period to rectify so long as the Transferor proceeds promptly and diligently). The notice shall include a reasonable description of the maintenance, repair and/or replacement to be undertaken by the Transferor pursuant to Section 2.1 of this Agreement. For greater certainty, the Transferee shall not be required to provide any prior notice or cure period in respect of the removal by the Transferee of any buildings, structures or improvements placed in breach of Section 1.3.
- 3.9 The covenants herein shall be covenants running with the Lands upon which the Right of Way is situated and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall have an interest, but that the Lands, nevertheless, shall be and remain at all times charged herewith.
- 3.10 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 3.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and their heirs and administrators respectively.
- 3.12 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.

3.13 Time is of the essence of this Agreement.

3.14 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 this Agreement.

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

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) **"City"** means the Corporation of the City of Victoria;
- (b) **"Existing Charges"** collectively means the Mortgage registered under No. CA5611450 and Assignment of Rents registered under No. CA5611451;
- (c) **"Existing Chargeholder"** means THE GREAT-WEST LIFE ASSURANCE COMPANY;
- (d) **"New Charges"** means the statutory right of way and section 219 covenant being registered, or to be registered, in the Victoria Land Title Office on title to and charging, inter alia, Lot A in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (e) **"Owner"** means the transferor described in Item 5 of the attached General Instrument - Part 1; and
- (f) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges in favour of the City; and
- (ii) agrees with the City that the New Charges charge Lot A in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and it had been registered against title to Lot A, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) **"City"** means the Corporation of the City of Victoria;
- (b) **"Existing Charges"** collectively means the Mortgage registered under No. CA5615185 and Assignment of Rents registered under No. CA5615186;
- (c) **"Existing Chargeholder"** means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (d) **"New Charges"** means the statutory right of way and section 219 covenant being registered, or to be registered, in the Victoria Land Title Office on title to and charging, inter alia, Lot A in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (e) **"Owner"** means the transferor described in Item 5 of the attached General Instrument - Part 1; and
- (f) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges in favour of the City; and
- (ii) agrees with the City that the New Charges charge Lot A in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and it had been registered against title to Lot A, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

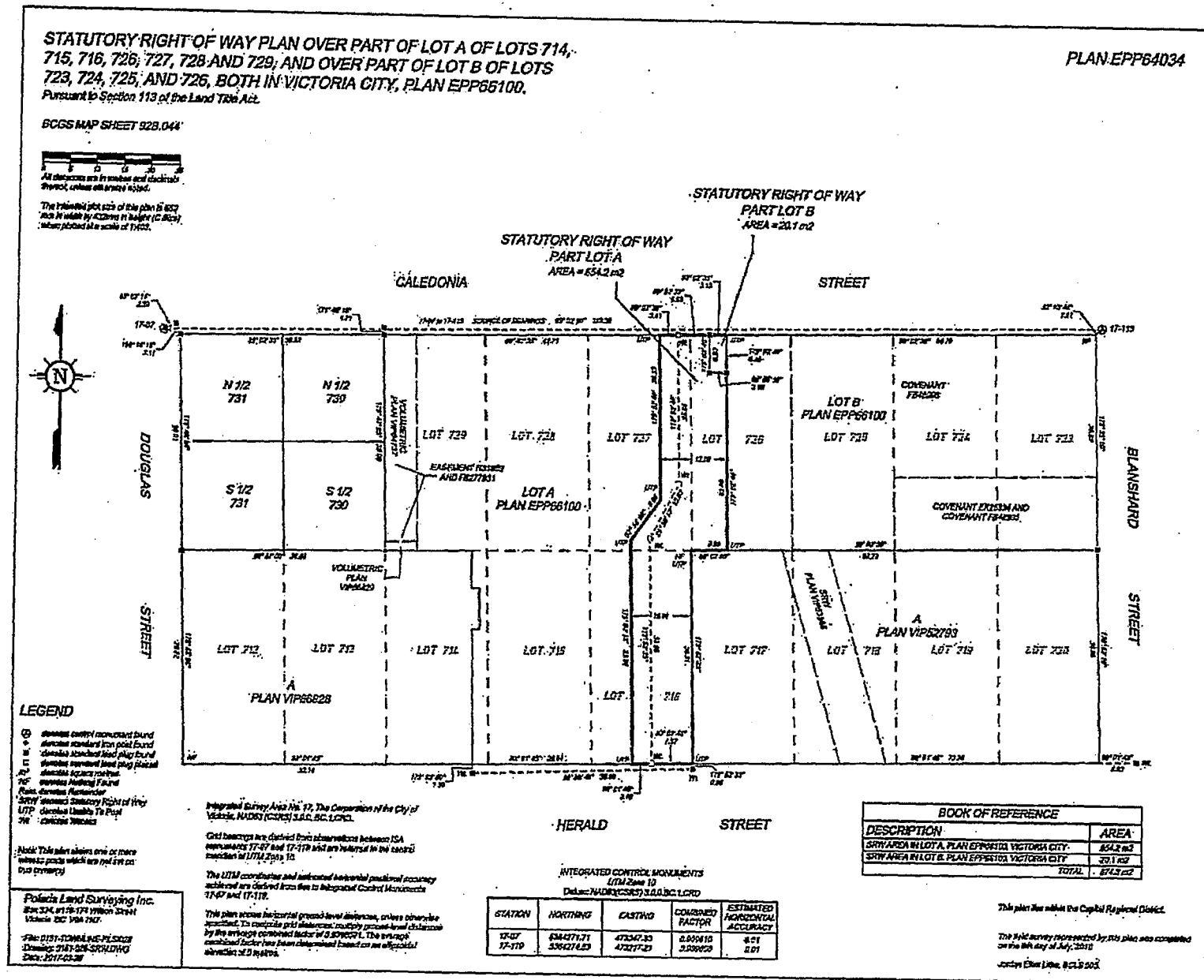
- (a) "City" means the Corporation of the City of Victoria;
- (b) "**Existing Charges**" collectively means the Mortgage registered under No. CA5610275 and Assignment of Rents registered under No. CA5610276;
- (c) "**Existing Chargeholder**" means CANADIAN WESTERN BANK;
- (d) "**New Charges**" means the statutory right of way and section 219 covenant being registered, or to be registered, in the Victoria Land Title Office on title to and charging, inter alia, Lot B in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (e) "**Owner**" means the transferor described in Item 5 of the attached General Instrument - Part 1; and
- (f) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges in favour of the City; and
- (ii) agrees with the City that the New Charges charge Lot B in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and it had been registered against title to Lot B, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

Schedule "A" SRW AREA



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

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, 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)

Chad Travis, Lawson Lundell LLP (Peggy Chau)
Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2

Tel. No.: 604-685-3456
File No.: 30395-124064
Document No.: 13227212

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

- | 3. NATURE OF INTEREST BEING RELEASED | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------------------------|------------------|------------------------|
| Statutory Right Of Way | CA4143281 | |
| Covenant | CA4143282 | |

4. TERMS
 The charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):
THE CORPORATION OF THE CITY OF VICTORIA

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

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		

Transferor(s) Signature(s)

**THE CORPORATION OF
 THE CITY OF VICTORIA,
 by its authorized signatory(ies):**

Print Name:

Print Name:

(as to all signatures)

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 E**

SCHEDULE

PAGE 2 OF 2 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-953-944

**LOT A OF LOTS 714, 715, 716, 726, 727, 728 AND 729 VICTORIA CITY PLAN
EPP66100**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-953-952

LOT B OF LOTS 723, 724, 725 AND 726 VICTORIA CITY PLAN EPP66100

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES ☐