

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.

Keyvan
Shojania
91R1UZ

Digitally signed by Keyvan Shojania
91R1UZ
DN: c=CA, cn=Keyvan Shojania
91R1UZ, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=91R1UZ
Date: 2016.11.24 11:03:45 -08'00'

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

INFINITY LAW

BARRISTERS & SOLICITORS

200 - 931 FORT STREET

VICTORIA

BC V8V 3K3

250 385 6004

File No: 2525-1

Statutory Right of Way & Covenant

Document Fees: \$286.32

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

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):

**VANCOUVER ISLAND INVESTMENT CORP. AND
COASTAL COMMUNITY CREDIT UNION (AS TO PRIORITY ONLY)**

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

THE CORPORATION OF THE CITY OF VICTORIA

#1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

Incorporation No

0000

V8W 1P6

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

Keyvan Shojania

Barrister & Solicitor

200-931 Fort Street

Victoria, BC

V8V 3K3

Execution Date

Y	M	D
16	11	21

Transferor(s) Signature(s)

VANCOUVER ISLAND
INVESTMENT CORP. by its
authorized signatory(ies):

Leonard Cole

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

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Christine M. Hepting
Barrister & Solicitor
40 Cavan Street
P.O. Box 778
Nanaimo, BC V9R 5M2
250-753-6661

Y	M	D
16	11	23
16	11	24

COASTAL COMMUNITY CREDIT
UNION by its authorized signatory(ies):

Adela Sharrow
Lending Clerk
Central Operations

Tracy Putz
Lending Clerk
Central Operations

(as to priority only)

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

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

Christopher D. Coates
Commissioner for Taking Affidavits in British Columbia
#1 Centennial Square
Victoria, BC V8W 1P6

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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
002-602-709	LOT 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 8570
008-186-928	LOT 10, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917
008-186-979	LOT 11, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917, EXCEPT PART IN PLAN 8570
008-186-995	LOT 12, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917, EXCEPT PART IN PLAN 8570
003-743-250	LOT 2, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 8570

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

PAGE 4 OF 14 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Document Reference: Pages 6-10, Paragraphs 1-3 Person Entitled: Transferee

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Document Reference: Page 8-10, Paragraphs 2-3 Person Entitled: Transferee

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting Statutory Right of Way herein priority over Mortgage no. CA5481736 and Assignment of Rents no. CA5481737 Document Reference: Page 10 and 11, Paragraph 4

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting section 219 covenant herein priority over Mortgage no. CA5481736 and Assignment of Rents no. CA5481737 Document Reference: Page 10 and 11, Paragraph 4

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

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

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

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

- A. The Transferor is the registered owner of the land described in Item 2 of the attached General Instrument – Part 1 (the "**Lands**");
- B. The Transferee is The Corporation of the City of Victoria;
- C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;
- D. The Transferee wishes to be able to operate, maintain, repair and replace a public highway and other works including but not limited to a system of roadways, sidewalks and utility services in perpetuity over a portion of the Lands;
- E. To facilitate the use by the Transferee and the public of a public highway, and to facilitate the use of works that may be placed on, under or over the highway including pavements, sidewalks, boulevards, curbs, gutters, drains, sewers, utility poles, wires, fences, overhead and underground cables, traffic signals, transit shelters, and landscaping including but not limited to trees, shrubs, flowers and grass, and irrigation works required for the maintenance of that landscaping, and any other works, facilities or appurtenants necessary for the use of the Right of Way as a public highway (collectively the "**Works**"), the Transferor has agreed to grant the Right of Way in this Agreement;
- F. The Transferor has agreed to lay down, install and construct the Works in accordance with this agreement;
- 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 construct and 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 for highway purposes that portion of the Lands, shown in heavy outline on the Right of Way plan prepared by Alan Marshall Powell and filed in the Victoria Land Title Office under Plan No EPP67520 a reduced copy which is attached hereto as Schedule A (the "**Right of Way**").
- 1.2 The Transferor covenants and agrees to and with the Transferee that:
- (a) in connection with the grant under Section 1.1 of this Agreement, the Transferee and its officers, employees, contractors, licensees and invitees shall have the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to operate, maintain, inspect, alter, repair, remove, replace, bury, cleanse, string, and otherwise establish one or more system of Works upon the Right of Way;
 - (b) the Transferee shall:
 - (i) for itself and its agents, workers, contractors and all other licensees of the Transferee;
 - (ii) together with machinery, vehicles, equipment, and materials;
 - (iii) upon, over, under and across the Right of Way;
 - (iv) as may be necessary, useful, or convenient for the purposes in Section 1.1 and Section 1.2; and
 - (v) in connection with the operations of the Transferee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way;
- 1.3 The Transferor grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Transferor as may reasonably be required for the purpose of ingress to and egress from the Right of Way.
- 1.4 The Transferor transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor, have prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of

Way.

1.5 The Transferor covenants:

- (a) not and not to permit or allow any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way other than the Transferor's underground parkade to be built under the Right of Way;
- (b) not to do anything or to permit any act or thing which in the opinion of the Transferee in any way interferes with or damages or prevents access to or use of the Right of Way or is likely to cause harm to the Works installed in or upon the Right of Way;
- (c) not and not to permit or allow another person, to diminish or increase the soil cover over any pipe installed in the Right of Way without the Transferee's prior written consent; and
- (d) to permit the Transferee to peaceably hold and enjoy the rights hereby granted.

1.6 The parties covenant to and agree with each other as follows:

- (a) No right herein granted to or reserved by the Transferee shall require the Transferee to clear, repair or maintain the Works or the Right of Way unless the Transferee is expressly required herein to perform such cleaning, repairing or maintenance;
- (b) Notwithstanding anything herein contained, the Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee;
- (c) In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;
- (d) No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement; and
- (e) Notwithstanding anything herein, the Transferee shall not restrict the Transferor from building the underground parkade underneath the Right of Way. The parties acknowledge and agree that:
 - (i) the Transferor shall at all times have the right to construct, repair and maintain an underground parkade under the Right of Way, together with machinery, vehicles, equipment and materials as may reasonably be required for the

purpose of construction, repair and maintenance of the underground parkade;
and

- (ii) for certainty, the Transferee has no obligation to clear, repair or maintain the underground parkade or the works associated therewith.

2.0 SECTION 219 RESTRICTIVE COVENANT

- 2.1 Under section 219 of the *Land Title Act* there may be registered as annexed to any land a condition or covenant in favour of the Transferee that the land, or any specified portion of it, is not to be built upon or is to be or is not to be used in a particular manner.
- 2.1 The Transferor covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the Transferee's zoning bylaw, the Lands shall not be used except in strict accordance with this Covenant.
- 2.2 The Transferor, for itself and its successors and assigns covenants under section 219 of the *Land Title Act*, that:
 - (a) the Transferor will lay down, install and construct the Works in the Right of Way, at its own cost, generally in accordance with the sketch and descriptions as set out in Schedule B;
 - (b) the Lands will not be used in any manner which would otherwise detract from or interfere with the Right of Way;
 - (c) if the Transferor defaults in observance or performance of its obligations hereunder, the Transferee, after 10 days prior written notice to the Transferor specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Transferor shall pay to the Transferee, on demand, its reasonable costs in connection with so rectifying;
 - (d) the Transferor shall, after execution hereof by it at the expense of the Transferor, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the Title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Transferee or have been granted in favour of the Transferee;
 - (e) that it will not occupy or use the building to be constructed on the Lands for any purpose until the laying down, installation and construction of the Works have been completed to the satisfaction of the Transferee's Director of Engineering and Public Works, at the Transferor's sole cost.

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; and
 - (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; and
 - (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.
- 3.8 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party;
- 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 Walkway, including removal of any buildings, structures or improvements placed without consent, at the expense of the Transferor.
- 3.10 This Agreement shall run 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.

4 Consent and Priority Agreement

- 4.1 In this Consent and Priority Agreement:
 - (a) "Existing Charges" means CA5481736 and CA5481737 in favour of Coastal Community Credit Union;
 - (b) "Existing Chargeholder" means Coastal Community Credit Union;
 - (c) "New Charge(s)" 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 the Lands in favour of the Transferee and described in Item 3 of the attached General Instrument - Part 1;

(d) 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.

4.2 For \$1.00 and other good and valuable consideration, paid to the Existing Chargeholder, the receipt and sufficiency of which is hereby acknowledged, the Existing Chargeholder agrees with the Transferor, its successors and assigns, that the Existing Chargeholder:

(a) consents to the Transferor granting the New Charge(s) in favour of the Transferee; and

(b) agrees with the Transferee that the New Charge(s) charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Transferor had granted the New Charge(s), and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

Explanatory Plan of Part of

- Lot 1, Fairfield Farm Estate, Victoria City, Plan 8570
- Lot 2, Fairfield Farm Estate, Victoria City, Plan 8570
- Lot 12, Block 1, Fairfield Farm Estate, Victoria City, Plan 917, Except Part in Plan 8570
- Lot 11, Block 1, Fairfield Farm Estate, Victoria City, Plan 917, Except Part in Plan 8570
- Lot 10, Block 1, Fairfield Farm Estate, Victoria City, Plan 917

BCGS 92B.044

For Statutory Right of Way Purposes
Pursuant to Section 99(1)(e) of the Land Title Act



All distances are shown in metres.

The intended plot size of this plan
is 432mm in width by 560mm in height
(C size) when plotted at a scale of 1:200.

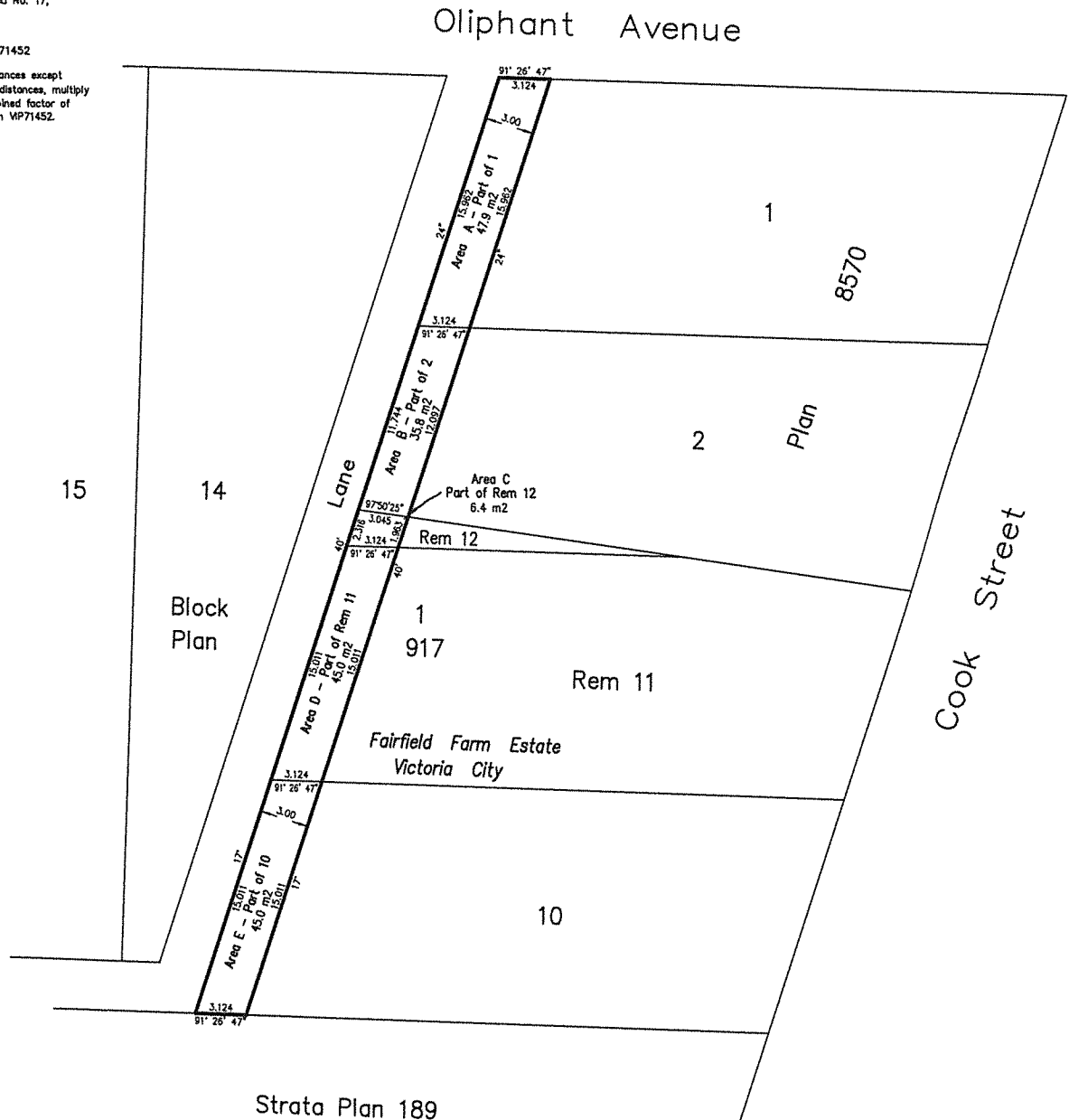
Legend

This Plan lies within 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 Plan VP71452

This plan shows horizontal ground-level distances except
where otherwise specified. To compute grid distances, multiply
ground-level distances by the average combined factor of
0.9996103 which has been derived from Plan VP71452.

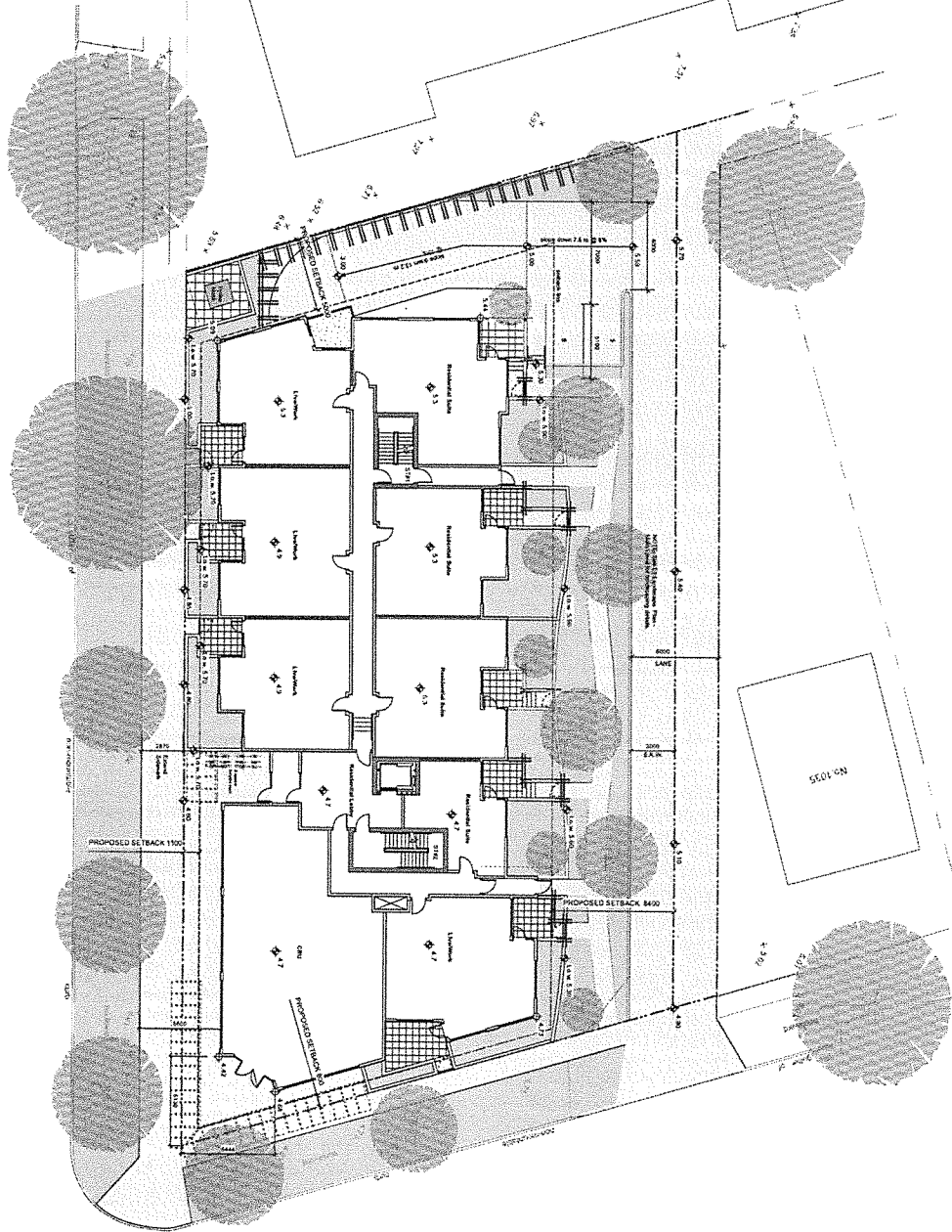
Plan EPP67520



This plan lies within the Capital
Regional District.

This plan is based on the following Land
Title and Survey Authority of BC records:
- Plans 917, 8570 and VP71452
Alan Powell, BCLS 599
November 3, 2016

File : 11,904 - 4
POWELL & ASSOCIATES
B C Land Surveyors
250-2950 Douglas Street
Victoria, BC V8T 4N4
phone (250) 382-8855

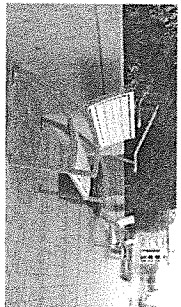


Grade Calculations

LINE	grade point	point	average grade	X length of
1	4.50	4.50	4.50	107.04
2	4.50	4.50	4.50	20.0
3	4.50	4.50	4.50	20.0
4	4.50	4.50	4.50	20.0
5	4.50	4.50	4.50	20.0
6	4.50	4.50	4.50	20.0
7	4.50	4.50	4.50	20.0
8	4.50	4.50	4.50	20.0
9	4.50	4.50	4.50	20.0
10	4.50	4.50	4.50	20.0
11	4.50	4.50	4.50	20.0
12	4.50	4.50	4.50	20.0
13	4.50	4.50	4.50	20.0
14	4.50	4.50	4.50	20.0
15	4.50	4.50	4.50	20.0
16	4.50	4.50	4.50	20.0
17	4.50	4.50	4.50	20.0
18	4.50	4.50	4.50	20.0
19	4.50	4.50	4.50	20.0
20	4.50	4.50	4.50	20.0
21	4.50	4.50	4.50	20.0
22	4.50	4.50	4.50	20.0
23	4.50	4.50	4.50	20.0
24	4.50	4.50	4.50	20.0
25	4.50	4.50	4.50	20.0
26	4.50	4.50	4.50	20.0
27	4.50	4.50	4.50	20.0
28	4.50	4.50	4.50	20.0
29	4.50	4.50	4.50	20.0
30	4.50	4.50	4.50	20.0
31	4.50	4.50	4.50	20.0
32	4.50	4.50	4.50	20.0
33	4.50	4.50	4.50	20.0
34	4.50	4.50	4.50	20.0
35	4.50	4.50	4.50	20.0
36	4.50	4.50	4.50	20.0
37	4.50	4.50	4.50	20.0
38	4.50	4.50	4.50	20.0
39	4.50	4.50	4.50	20.0
40	4.50	4.50	4.50	20.0
41	4.50	4.50	4.50	20.0
42	4.50	4.50	4.50	20.0
43	4.50	4.50	4.50	20.0
44	4.50	4.50	4.50	20.0
45	4.50	4.50	4.50	20.0
46	4.50	4.50	4.50	20.0
47	4.50	4.50	4.50	20.0
48	4.50	4.50	4.50	20.0
49	4.50	4.50	4.50	20.0
50	4.50	4.50	4.50	20.0
51	4.50	4.50	4.50	20.0
52	4.50	4.50	4.50	20.0
53	4.50	4.50	4.50	20.0
54	4.50	4.50	4.50	20.0
55	4.50	4.50	4.50	20.0
56	4.50	4.50	4.50	20.0
57	4.50	4.50	4.50	20.0
58	4.50	4.50	4.50	20.0
59	4.50	4.50	4.50	20.0
60	4.50	4.50	4.50	20.0
61	4.50	4.50	4.50	20.0
62	4.50	4.50	4.50	20.0
63	4.50	4.50	4.50	20.0
64	4.50	4.50	4.50	20.0
65	4.50	4.50	4.50	20.0
66	4.50	4.50	4.50	20.0
67	4.50	4.50	4.50	20.0
68	4.50	4.50	4.50	20.0
69	4.50	4.50	4.50	20.0
70	4.50	4.50	4.50	20.0
71	4.50	4.50	4.50	20.0
72	4.50	4.50	4.50	20.0
73	4.50	4.50	4.50	20.0
74	4.50	4.50	4.50	20.0
75	4.50	4.50	4.50	20.0
76	4.50	4.50	4.50	20.0
77	4.50	4.50	4.50	20.0
78	4.50	4.50	4.50	20.0
79	4.50	4.50	4.50	20.0
80	4.50	4.50	4.50	20.0
81	4.50	4.50	4.50	20.0
82	4.50	4.50	4.50	20.0
83	4.50	4.50	4.50	20.0
84	4.50	4.50	4.50	20.0
85	4.50	4.50	4.50	20.0
86	4.50	4.50	4.50	20.0
87	4.50	4.50	4.50	20.0
88	4.50	4.50	4.50	20.0
89	4.50	4.50	4.50	20.0
90	4.50	4.50	4.50	20.0
91	4.50	4.50	4.50	20.0
92	4.50	4.50	4.50	20.0
93	4.50	4.50	4.50	20.0
94	4.50	4.50	4.50	20.0
95	4.50	4.50	4.50	20.0
96	4.50	4.50	4.50	20.0
97	4.50	4.50	4.50	20.0
98	4.50	4.50	4.50	20.0
99	4.50	4.50	4.50	20.0
100	4.50	4.50	4.50	20.0

de Hoog & Koud architects	107.04
Cook Street Mixed Use	20.0
Overall Site	227.0
Site Plan	107.04
A101	6.0

1	107.04	107.04
2	20.0	20.0
3	20.0	20.0
4	20.0	20.0
5	20.0	20.0
6	20.0	20.0
7	20.0	20.0
8	20.0	20.0
9	20.0	20.0
10	20.0	20.0
11	20.0	20.0
12	20.0	20.0
13	20.0	20.0
14	20.0	20.0
15	20.0	20.0
16	20.0	20.0
17	20.0	20.0
18	20.0	20.0
19	20.0	20.0
20	20.0	20.0
21	20.0	20.0
22	20.0	20.0
23	20.0	20.0
24	20.0	20.0
25	20.0	20.0
26	20.0	20.0
27	20.0	20.0
28	20.0	20.0
29	20.0	20.0
30	20.0	20.0
31	20.0	20.0
32	20.0	20.0
33	20.0	20.0
34	20.0	20.0
35	20.0	20.0
36	20.0	20.0
37	20.0	20.0
38	20.0	20.0
39	20.0	20.0
40	20.0	20.0
41	20.0	20.0
42	20.0	20.0
43	20.0	20.0
44	20.0	20.0
45	20.0	20.0
46	20.0	20.0
47	20.0	20.0
48	20.0	20.0
49	20.0	20.0
50	20.0	20.0
51	20.0	20.0
52	20.0	20.0
53	20.0	20.0
54	20.0	20.0
55	20.0	20.0
56	20.0	20.0
57	20.0	20.0
58	20.0	20.0
59	20.0	20.0
60	20.0	20.0
61	20.0	20.0
62	20.0	20.0
63	20.0	20.0
64	20.0	20.0
65	20.0	20.0
66	20.0	20.0
67	20.0	20.0
68	20.0	20.0
69	20.0	20.0
70	20.0	20.0
71	20.0	20.0
72	20.0	20.0
73	20.0	20.0
74	20.0	20.0
75	20.0	20.0
76	20.0	20.0
77	20.0	20.0
78	20.0	20.0
79	20.0	20.0
80	20.0	20.0
81	20.0	20.0
82	20.0	20.0
83	20.0	20.0
84	20.0	20.0
85	20.0	20.0
86	20.0	20.0
87	20.0	20.0
88	20.0	20.0
89	20.0	20.0
90	20.0	20.0
91	20.0	20.0
92	20.0	20.0
93	20.0	20.0
94	20.0	20.0
95	20.0	20.0
96	20.0	20.0
97	20.0	20.0
98	20.0	20.0
99	20.0	20.0
100	20.0	20.0

[illegible]

VICTORIA LAND TITLE OFFICE

APPLICATION TO DEPOSIT PLAN Nov-24-2016 11:28:36.001
AT LAND TITLE OFFICE
PROVINCE OF BRITISH COLUMBIA

1480014588

CA5668748

PAGE 1 OF 3 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 168.732, and a true copy, or a copy of that true copy, is in your possession.

Keyvan Shojania
91R1UZ

Digitally signed by Keyvan Shojania
91R1UZ
DN: c=CA, cn=Keyvan Shojania 91R1UZ,
o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?id=91R1UZ
Date: 2016.11.24 11:10:06 -08'00'

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

INFINITY LAW

BARRISTERS & SOLICITORS

200 - 931 FORT STREET

VICTORIA

BC V8V 3K3

250 385 6004

File No: 2525-1

Cole - SRW

Document Fees: \$89.96

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW
LOTS CREATED

Reference or Explanatory

EPP67520

147-829-6929

0

4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

VANCOUVER ISLAND INVESTMENT CORP.

12-747 PRINCESS AVENUE

VICTORIA

BRITISH COLUMBIA

Incorporation No

V8T 1K5

CANADA

BC0895712

5. ADDITIONAL INFORMATION:

ADDITIONAL PARCEL IDENTIFICATIONPAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
002-602-709	LOT 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 8570
008-186-928	LOT 10, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917
008-186-979	LOT 11, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917, EXCEPT PART IN PLAN 8570
008-186-995	LOT 12, BLOCK 1, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 917, EXCEPT PART IN PLAN 8570
003-743-250	LOT 2, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 8570

SCHEDULE OF OWNERS AND WITNESSES

PAGE 3 OF 3 PAGES

PLAN NUMBER: EPP67520

CONTROL NUMBER: 147-829-6929

☐ Is a covenant the approving officers condition of subdivision and indicated on the plan?

Witness to All Signatures

[signature]

Keyvan Shojania

[fill in witness name]

Barrister & Solicitor

[fill in occupation]

#200-931 Fort Street

[fill in address line 1]

Victoria, BC, V8V 3K3

[fill in address line 2]

Owner/Charge Owner [as appropriate]
VANCOUVER ISLAND INVESTMENT CORP.[fill in registered owner of corporation]
BC0895712

[fill in Incorporation Number]

[signature] Authorized signatory
LEONARD COLE

[fill in the name of signatory]

[signature] Authorized signatory

[fill in the name of signatory]

Witness to All Signatures

[signature]

Christine M. Hepting

[fill in witness name]

Barrister & Solicitor

[fill in occupation]

40 Cavan Street, P.O. Box 778

[fill in address line 1]

Nanaimo, BC V9R 5M2

[fill in address line 2]

Owner/Charge Owner [as appropriate]

COASTAL COMMUNITY CREDIT UNION

[fill in registered owner of corporation]
FI 114

[fill in Incorporation Number]

[signature] Authorized signatory

Adela Sharrow, Lending Clerk, Central Operations

[signature] Authorized signatory

Tracy Putz, Lending Clerk, Central Operations

VICTORIA LAND TITLE OFFICE
Nov-24-2016 11:28:36.002

EPP67520

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0599

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.

Alan Powell
CNP7B5

Digitally signed by Alan Powell
CNP7B5
DN: c=CA, cn=Alan Powell CNP7B5,
o=BC Land Surveyor, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=CNP7B5
Date: 2016.11.04 15:02:09 -07'00'

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

Alan Marshall Powell
250-2950 Douglas Street

info@powellsurveys.com
(250) 382-8855

Victoria BC V8T 4N4

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **147-829-6929**Plan Number: **EPP67520**This original plan number assignment was done under Commission #: **599**LTO Document Reference: **CA5668748**

3. CERTIFICATION:

☐ Form 9 ☒ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: **2016 November 04** (YYYY/Month/DD)that the checklist was filed under ECR#: **192884**

and that the plan is correct in accordance with Land Title Office records.

☒ None ☐ Strata Form S

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

Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐

Explanatory Plan of Part of

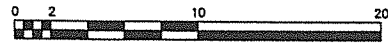
- Lot 1, Fairfield Farm Estate, Victoria City, Plan 8570
- Lot 2, Fairfield Farm Estate, Victoria City, Plan 8570
- Lot 12, Block 1, Fairfield Farm Estate, Victoria City, Plan 917, Except Part in Plan 8570
- Lot 11, Block 1, Fairfield Farm Estate, Victoria City, Plan 917, Except Part in Plan 8570
- Lot 10, Block 1, Fairfield Farm Estate, Victoria City, Plan 917

Plan EPP67520

BCGS 92B.044

For Statutory Right of Way Purposes

Pursuant to Section 99(1)(e) of the Land Title Act



All distances are shown in metres.

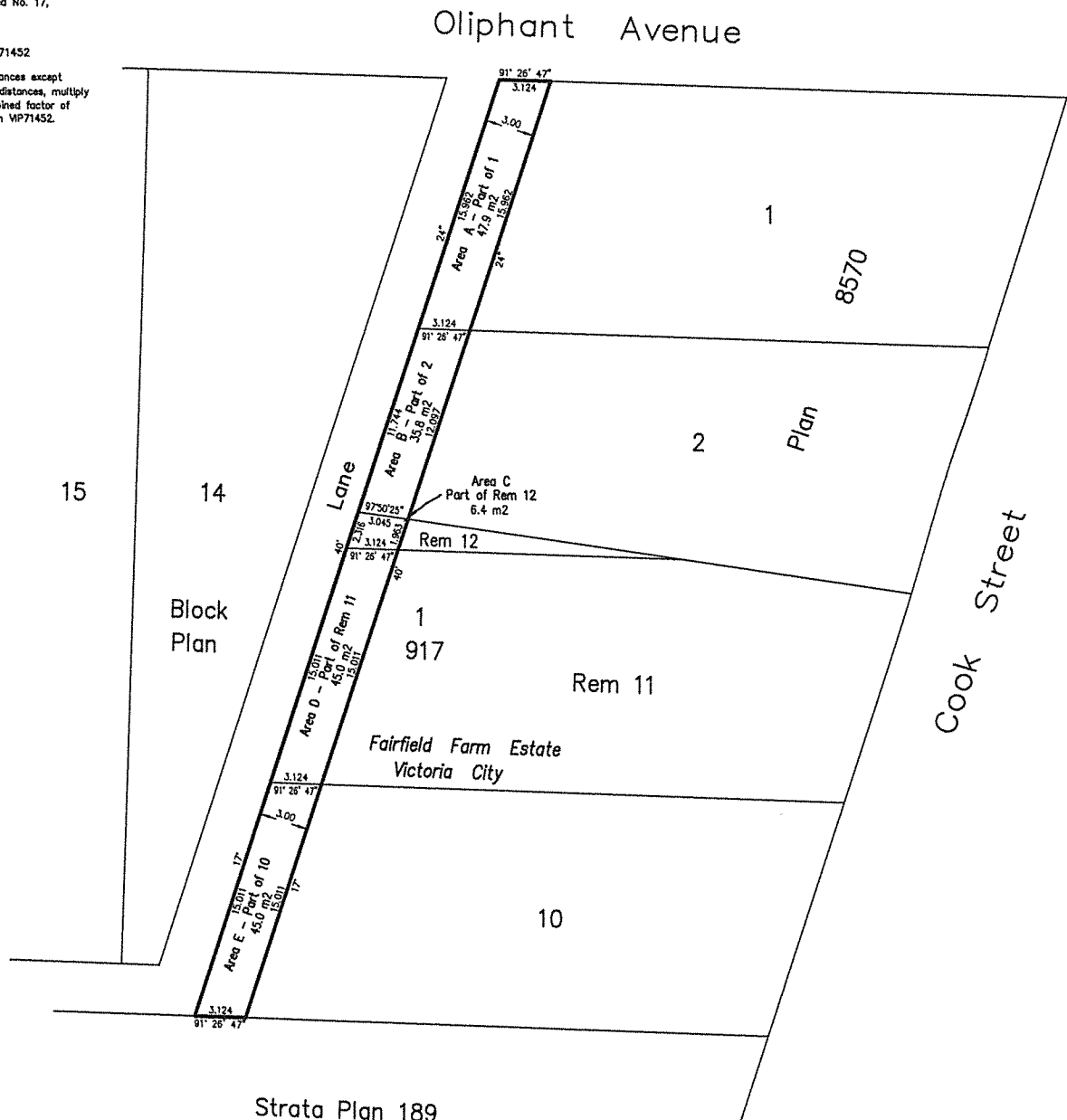
The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:200.

Legend

This Plan lies within 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 Plan VP71452

This plan shows horizontal ground-level distances except where otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996103 which has been derived from Plan VP71452.



Strata Plan 189

This plan lies within the Capital Regional District.

This plan is based on the following Land Title and Survey Authority of BC records:
- Plans 917, 8570 and VP71452
Alan Powell, BCLS 599
November 3, 2016

File : 11,904 - 4
POWELL & ASSOCIATES
B C Land Surveyors
250-2950 Douglas Street
Victoria, BC V8T 4N4
phone (250) 382-6855