


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

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.

**Laylee Rohani**  
**2LZHK2**

Digitally signed by Laylee Rohani  
 2LZHK2  
 DN: c=CA, cn=Laylee Rohani  
 2LZHK2, o=Lawyer, ou=Verify ID at  
 www.juricert.com/LKUP.cfm?  
 id=2LZHK2  
 Date: 2016.05.26 10:03:02 -0700

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

**COOK ROBERTS LLP**  
**BARRISTERS & SOLICITORS**  
**7TH FLOOR, 1175 DOUGLAS STREET**  
**VICTORIA BC V8W 2E1**

**PHONE: 250-385-1411**  
**FILE: 34632/LR/nm**

Document Fees: \$143.16

Deduct LTSA Fees? Yes ☒

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

**009-192-115 LOT 3 SECTION 75 VICTORIA DISTRICT PLAN 277**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Easement**  
**Covenant**

s. 219

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):

**FERNWOOD NEIGHBOURHOOD RESOURCE GROUP SOCIETY (INC. NO. S-14959)**

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

**FERNWOOD NEIGHBOURHOOD RESOURCE GROUP SOCIETY**

**1240 GLADSTONE AVENUE**

**VICTORIA**

**V8T 1G6**

**BRITISH COLUMBIA**

**CANADA**

**Incorporation No**

**S-14959**

7. ADDITIONAL OR MODIFIED TERMS:

**SEE SCHEDULE**

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)

**Laylee Rohani**  
**Barrister - Solicitor - Notary Public**  
**7th Floor, 1175 Douglas Street**  
**Victoria, BC V8W 2E1**

(as to all signatures)

Execution Date

Y	M	D
15	12	09

Transferor(s) Signature(s)

**Fernwood Neighbourhood Resource**  
**Group Society (Inc. No. S-14959) by**  
**its authorized signatory(ies):**

**Lee Herrin**

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.

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

PAGE 1 OF 7 PAGES

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

**COOK ROBERTS LLP**  
**BARRISTERS & SOLICITORS**  
**7TH FLOOR, 1175 DOUGLAS STREET**  
**VICTORIA BC V8W 2E1**

**PHONE: 250-385-1411**  
**FILE: 34632/LR/nm**

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**009-192-115 LOT 3 SECTION 75 VICTORIA DISTRICT PLAN 277**

STC? YES ☐

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**Easement**

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

**FERNWOOD NEIGHBOURHOOD RESOURCE GROUP SOCIETY**

**1240 GLADSTONE AVENUE**  
**VICTORIA**

**V8T 1G6**

**BRITISH COLUMBIA**  
**CANADA**

**Incorporation No**  
**S-14959**

7. ADDITIONAL OR MODIFIED TERMS:

**SEE SCHEDULE**

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Officer Signature(s)

**Laylee Rohani**  
**Barrister - Solicitor - Notary Public**  
**7th Floor, 1175 Douglas Street**  
**Victoria BC V8W 2E1**

(as to all signatures)

Execution Date

Y	M	D
15	12	09

Transferor(s) Signature(s)

**Fernwood Neighbourhood Resource Group Society (Inc. No. S-14959) by its authorized signatory(ies):**

Print Name:

**LEE HERRIN**

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.



LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)



CHRISTOPHER D. COATES  
A Commissioner for taking Affidavits  
For British Columbia  
#1 Centennial Square  
Victoria BC V8W 1P6

Execution Date

Y	M	D
2016	05	19

Transferor / Borrower / Party Signature(s)

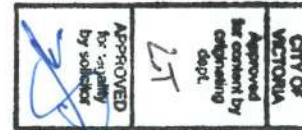
The Corporation of the City of Victoria  
by its authorized signatory(ies):



Print Name:

Print Name:

MAYOR LISA HELPS  
#1 Centennial Square  
Victoria BC V8W 1P6



(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.

**PART 2 – TERMS OF INSTRUMENT  
EASEMENT and COVENANT**

**THIS AGREEMENT** dated for reference effective the 9<sup>th</sup> day of December, 2015.

**BETWEEN:**

**FERNWOOD NEIGHBOURHOOD RESOURCE GROUP SOCIETY**

1240 Gladstone Avenue

Victoria, B.C. V8T 1G6

(the "Transferor")  
OF THE FIRST PART

**AND:**

**FERNWOOD NEIGHBOURHOOD RESOURCE GROUP SOCIETY**

1240 Gladstone Avenue

Victoria, B.C. V8T 1G6

(the "Transferee")  
OF THE SECOND PART

**AND:**

**THE CORPORATION OF THE CITY OF VICTORIA,**  
1 Centennial Square, Victoria, BC, V8W 1P6

("City of Victoria")  
OF THE THIRD PART

WHEREAS:

- A. The Transferor is the registered owner of lands and premises located at 2009 Fernwood Road, in the City of Victoria, Province of British Columbia, legally described as:

PID: 009-192-115

Lot 3 Section 75 Victoria District Plan 277

(the "Servient Tenement").

- B. The Transferee is the registered owner of lands and premises located at 1310 Gladstone Avenue, in the City of Victoria, Province of British Columbia, legally described as:

PID: 009-192-026

The West ½ of Lot 7 Section 75 Victoria District Plan 277

(the "Dominant Tenement").

- C. The Transferor has agreed to grant an Easement over that part of the Servient Tenement described in Schedule A (the "Easement Area") for access purposes for the benefit of the Dominant Tenement.
- D. The Transferor and Transferee have agreed with the City of Victoria that this Easement and Covenant Agreement shall not be modified or discharged without prior written consent and approval of the City of Victoria; and
- E. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the City of Victoria, may be registered as a charge against the title to the land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that is consideration of the sum of \$1.00 now paid by the Transferee to the Transferor and by the City of Victoria to each of the Transferor and the Transferee (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto agree as follows:

1. The Transferor hereby grants in perpetuity to the Transferee, its servants, agents, invitees and licensees, in common with the Transferor, the right and easement at all times and from time to time to pass and repass as pedestrians or with vehicles for the purpose of ingress and egress to and from the Dominant Tenement over the Easement Area (the "Easement").
2. The Transferor hereby covenants with the Transferee not to make, place, erect or maintain, subsequent to the date hereof, any vehicle, building, structure, excavation, pile of material or obstruction upon the Easement Area which would reasonably interfere with the Transferee's Easement rights herein, without the written consent of the Transferee first having been obtained.



3. It is mutually agreed by and between the parties that:
  - (a) the Transferor and the Transferee shall share equally in the costs for the repair, maintenance and upkeep of the driveway to be located on the Easement Area;
  - (b) no impediments shall be left so as to restrict the free flow of ingress and egress over the Easement Area;
  - (c) no vehicles shall be allowed to park or stop unnecessarily upon or in the Easement Area;
  - (d) the Easement shall be construed as running with the Servient Tenement, that no part of the fee shall pass to or be vested in the Transferee under or by these presents;
  - (e) the expressions "Transferee" and "Transferor" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits.
4. The Transferor, for itself and its successors and assigns, covenants and agrees under s. 219 of the Land Title Act (being the intention of the parties that this covenant will be annexed to the Servient Tenement) that the Servient Tenement shall only be used in compliance with the Easement and without limiting the foregoing, that the Transferor will not use any portion of the Easement area or allow the Servient Tenement to be used for any purpose which would detract from or interfere with the enjoyment and purpose of the Easement.
5. The Transferor and the Transferee covenant and agree with the City of Victoria that this Agreement may be modified or discharged only with the written consent of the City of Victoria.
6. The Transferor and the Transferee agree with the City of Victoria that they will do and execute or cause to be made, done or executed, any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the City of Victoria of its rights under this Agreement.
7. The covenants set forth in this Agreement shall charge the Dominant Tenement and the Servient Tenement under s. 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with the lands.
8. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or the body politic and vice versa where the context or the parties so require.
9. The Transferor and the Transferee agree with the City of Victoria that enforcement of this Agreement shall be entirely within the discretion of the City of Victoria and that the execution and registration of this Agreement against title to the Dominant Tenement and Servient Tenement shall not be interpreted as creating any duty on the part of the City of Victoria to the Transferor, the Transferee or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.

10. The Transferor and the Transferee hereby releases and forever discharges the City of Victoria of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Transferor or the Transferee can or may have against the City of Victoria for any loss or damage or injury that the Transferor or the Transferee may sustain or suffer arising out of this Agreement.
11. Nothing contained or implied herein will derogate from the obligations of the Transferor or the Transferee under any other agreement with the City of Victoria or prejudice or affect the City of Victoria's rights, powers, duties or obligations in the exercise of its functions under any enactment and the rights, powers, duties and obligations of the City of Victoria under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Dominant Tenement and the Servient Tenement as if this Agreement had not been executed and delivered by each of the Transferor, the Transferee and the City of Victoria.

IN WITNESS WHEREOF the parties hereto have executed this Indenture, intending the attached Land Title Office Forms C, D and E to be the first four pages of this Indenture.

**Schedule 'A'**

ALL AND SINGULAR that certain piece, parcel, or tract of land and premises situate, lying and being in the City of Victoria, in the Province of British Columbia and comprising part of

Lot 3 Section 75 Victoria District Plan 277

More particularly described as:

All that part of Lot 3 Section 75 Victoria District Plan 277 lying northerly of a line and its productions drawn parallel to and perpendicularly distant 2.64 metres from the northerly boundary of the said lot.



**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA5206743

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Laylee  
Rohani  
2LZHK2**

Digitally signed by Laylee Rohani  
2LZHK2  
DN: c=CA, cn=Laylee Rohani  
2LZHK2, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=2LZHK2  
Date: 2016.06.07 09:36:49 -07'00'

I, Laylee Rohani, declare that the following information is required to be added to Item 3 - Nature of Interest - Additional Information:

"over that part of Lot 3 Plan 277 described in Part 2 - Schedule 'A' Dominant Lands 009-192-026 The West 1/2 of Lot 7 Plan 277"

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Laylee Rohani

**NOTE:**

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.