

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jan-21-2016 11:43:09.001

CA4941711

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 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.

Alexander Leif
Frydenlund
Mackoff ZRA7TB

Digitally signed by Alexander Leif
Frydenlund Mackoff ZRA7TB
DN: c=CA, cn=Alexander Leif Frydenlund
Mackoff ZRA7TB, o=Lawyer, ou=Verify
ID at www.juricert.com/LKUP.cfm?
id=ZRA7TB
Date: 2016.01.21 11:24:46 -08'00'

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

Murray A. Braaten, LANDO & COMPANY LLP, Barristers & Solicitors

P O Box 11440

2010-1055 West Georgia Street

Vancouver

BC V6E 3P3

File No.: 57161

Client No.: 010394

Phone No.: 604-682-6821

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

001-316-761

LOT 1 SECTION 4 VICTORIA DISTRICT PLAN 19600

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Restrictive Covenant

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):

GRAYSON APARTMENTS LTD. (INC. NO. BC1032537)

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)

Alexander L.F. Mackoff

Barrister & Solicitor

PO Box 11140

2010 - 1055 West Georgia Street

Vancouver, BC

V6E 3P3

Execution Date

Y	M	D
15	12	29

Transferor(s) Signature(s)

GRAYSON APARTMENTS LTD. by
its authorized signatory(ies):

Antony Kalla

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.

CLEAN HANDS COVENANT – "UNLAWFUL CONSTRUCTION"
TERMS OF INSTRUMENT - PART 2

W H E R E A S:

- A. The Grantor is the registered owner in fee simple of:
PID: 001-316-761
Lot 1 Section 4 Victoria District Plan 19600
(the "**Land**");
- B. The Grantee is The Corporation of the City of Victoria;
- C. The Grantor has constructed certain improvements, namely, two (2) residential suites, on the Land (the "**Unlawful Improvements**"), without obtaining a Development Permit or a Development Variance Permit from the Grantee, and which Unlawful Improvements do not comply with certain regulations set out in the Grantee's Zoning Regulation Bylaw No. 80-159;
- D. The Grantor has applied to the Grantee for a Development Permit or a Development Variance Permit to the Grantee's *Zoning Regulation Bylaw No. 80-159* in relation to the Land, and has agreed to register this Agreement as a restrictive covenant pursuant to section 219 of the *Land Title Act*, British Columbia.

NOW THEREFORE, in consideration of the payment of the sum of \$1.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The Grantor covenants and agrees with the Grantee that if the application referred to in Recital D is not approved by the Grantee's Council, the Grantor shall remove the Unlawful Improvements, and shall obtain all permits and inspections from the Grantee as required by law for the removal of the Unlawful Improvements and the restoration of the improvements on the Land to their lawful condition.
2. The Grantor further covenants and agrees that if the application referred to in Recital D is approved, the Grantor will construct and make such improvements or modifications to the Unlawful Improvements as are necessary to bring those improvements into compliance with:
 - (a) the conditions of approval of the application; and
 - (b) the Grantee's Building Bylaw and the British Columbia Building Code, and in connection thereunder, the Grantor shall obtain all necessary building permits and inspections from the Grantee.

3. Without limiting sections 1 and 2 of this Agreement, the Grantor further covenants and agrees not to construct or continue the construction of any buildings or structures on the Land without first obtaining all necessary permits and approvals from the Grantee.
4. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
5. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
6. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of a breach of this Agreement by the Grantors or the presence on the Land, or use of the Unlawful Improvements.
7. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, that arises out of a breach of this Agreement by the Grantors or the presence on the Land, or use of the Unlawful Improvements.
8. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
9. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
10. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
11. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
12. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

13. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

TITLE SEARCH PRINT

File Reference: 57161

Declared Value \$2780000

2016-02-11, 14:39:01

Requestor: Liz Luckey

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

VICTORIA

VICTORIA

Title Number

From Title Number

CA4336169

FA1818

Application Received

2015-04-15

Application Entered

2015-04-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

GRAYSON APARTMENTS LTD., INC.NO. BC1032537
#110 - 1118 HOMER STREET
VANCOUVER, BC
V6B 6L5**Taxation Authority**

CITY OF VICTORIA

Description of Land

Parcel Identifier:

001-316-761

Legal Description:

LOT 1, SECTION 4, VICTORIA DISTRICT, PLAN 19600

Legal Notations

NONE

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

M76301

Registered Owner:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

Remarks:

INTER ALIA

AFB 3.257.3685, DD 97 OS (1)

Nature:

COVENANT

Registration Number:

CA4941711

Registration Date and Time:

2016-01-21 11:43

Registered Owner:

THE CORPORATION OF THE CITY OF VICTORIA

Duplicate Infeasible Title

NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 57161

Declared Value \$2780000

2016-02-11, 14:39:01

Requestor: Liz Luckey

Transfers

NONE

Pending Applications

NONE