

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

Jul-21-2015 12:43:32.001

CA4549333 CA4549335

PAGE 1 OF 8 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.

David Bruce  
Adams TS26LP

Digitally signed by David Bruce Adams  
TS26LP  
DN: c=CA, cn=David Bruce Adams  
TS26LP, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=TS26LP  
Date: 2015.07.21 12:30:07 -07'00'

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

Patterson Adams LLP  
Barristers and Solicitors  
402 - 707 Fort Street  
Victoria  
Document Fees: \$234.30

BC V8W 3G3

Phone: 250-360-2991  
File: 23666.169/DBA/ps

Deduct LTSA Fees? Yes ☒

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

**025-563-483 LOT 5 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP74716**

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

V8W 1P6

BRITISH COLUMBIA  
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)

DAVID ADAMS

Barrister & Solicitor

402 - 707 Fort Street  
Victoria, BC V8W 3G3

as to all signatures

Execution Date

Y	M	D
15	06	25

Transferor(s) Signature(s)

BAYVIEW PROPERTIES LTD.  
by its authorized signatory(ies):

Print Name: KENNETH MARIASH

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 8 PAGES

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Patterson Adams LLP  
 Barristers and Solicitors  
 402 - 707 Fort Street  
 Victoria

BC V8W 3G3

Phone: 250-360-2991  
 File: 23666.169/DBA/ps

Deduct LTSA Fees? Yes ☒

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

**025-563-483 LOT 5 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP74716**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

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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****V8W 1P6****BRITISH COLUMBIA****CANADA**

7. ADDITIONAL OR MODIFIED TERMS:

**N/A**

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Officer Signature(s)

DAVID ADAMS  
 Barrister & Solicitor  
 402-707 Fort Street  
 Victoria, BC V8W 3G3

Execution Date

Y	M	D
15	6	25

Transferor(s) Signature(s)

**BAYVIEW PROPERTIES LTD.**  
 by its authorized signatory(ies):

Print Name: **KENNETH MARISIA**

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 2 of 8 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

As to priority:  
BOSA PROPERTIES (BAYVIEW) INC.  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name: COLIN BOSA

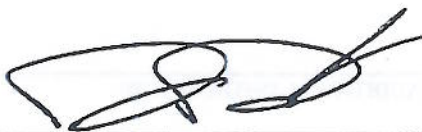
\_\_\_\_\_  
Print Name:

As to priority:  
ROMSPEN INVESTMENT  
CORPORATION  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

as to all signatures



**DIRK C.A. DE VUYST**  
Barrister & Solicitor  
Suite 1101 - 838 West Hastings Street  
Vancouver, B.C.  
Canada V6C 0A6

15 06 25

as to all signatures

as to all signatures

## OFFICER CERTIFICATION:

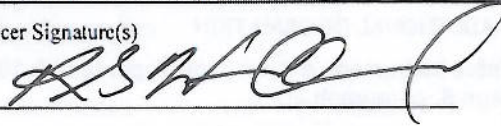
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 8 pages

Officer Signature(s)



ROBERT G. WOODLAND  
A Commissioner for taking Affidavits  
for British Columbia  
#1 Centennial Square  
Victoria, BC V8W 1P6

Execution Date

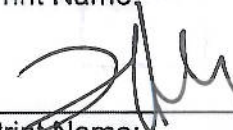
Y M D

15 07 17

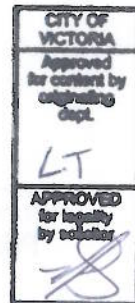
Transferor / Borrower / Party Signature(s)

Transferee:  
THE CORPORATION OF THE CITY  
OF VICTORIA  
by its authorized signatory(ies):  
**MAYOR LISA HELPS**  
#1 Centennial Square  
Victoria BC V8W 1P6

Print Name:



Print Name:



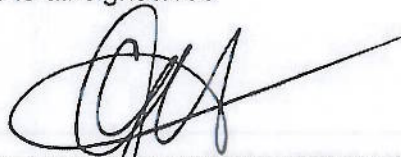
as to all signatures

As to priority:  
BOSA PROPERTIES (BAYVIEW) INC.  
by its authorized signatory(ies):

Print Name:

Print Name:

as to all signatures



JOEL MICKELSON  
Barrister & Solicitor  
182 Cumberland St., #300  
Toronto, ON M5R 3N5  
Direct Line: 416 928-4870

15 06 22

As to priority:  
ROMSPEN INVESTMENT  
CORPORATION  
by its authorized signatory(ies):

Print Name: **BLAKE CASSIDY**  
DIRECTOR

as to all signatures

Print Name:

## OFFICER CERTIFICATION:

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**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 8 PAGES

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**

**Restrictive Covenant**

Entire instrument, except page 7, paragraph 19 and page 8, paragraph 20

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**

**Priority Agreement**

Granting the Covenant herein priority over Mortgage CA2253798 and Assignment of Rents CA2253799

Page 7, paragraph 19

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**

**Priority Agreement**

Granting the Covenant herein priority over Mortgage CA3589432 and Assignment of Rents CA3589433

Page 8, paragraph 20

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**

**NATURE OF INTEREST**

**CHARGE NO.**

**ADDITIONAL INFORMATION**



**LAND TITLE ACT  
FORM E****SCHEDULE****PAGE 4 OF 8 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. TRANSFERORS:****Registered Owner:****BAYVIEW PROPERTIES LTD.****and****as to priority:****BOSA PROPERTIES (BAYVIEW) INC. (Inc. No. BC0895471)****ROMSPEN INVESTMENT CORPORATION (Inc. No. A0067154)**

## TERMS OF INSTRUMENT - PART 2

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### WHEREAS:

- A. The Transferor, Bayview Properties Ltd. (the "Grantor") is the registered owner in fee simple of:  
  
PID 025-563-483  
Lot 5, District Lot 119, Esquimalt District, Plan VIP74716  
  
(the "Land");
- B. The Transferee, is the Corporation of the City of Victoria (the "Grantee");
- C. The Grantor wishes to develop a 194 unit residential dwelling complex upon the Land (the "Development");
- D. The Grantor has applied to the Council for the Grantee for the issuance of a Development Variance Permit to reduce from 272 to 246 the number of off-street parking spaces that are required for the Development under the provisions of Schedule "C" of the Grantee's Zoning Regulation Bylaw No. 80-159, and has agreed to register this Agreement as a restrictive covenant against title to the Land pursuant to section 219 of the *Land Title Act* (British Columbia).

**NOW THEREFORE**, in consideration of the payment of the sum of \$10.00 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 that the Grantor's use of the Land for the Development shall be and remain subject to the terms and conditions of this Agreement.
- 2. The Grantor covenants and agrees that at least one vehicle parking space on the Land shall be used exclusively for the parking of a motor vehicle that is used by the owners and occupants of the Land under the terms of a car share program.
- 3. The Grantor further covenants and agrees that for so long as there are fewer than 272 off-street vehicle parking spaces on the Land, the Grantor shall provide a car share program for the Development as an amenity for the use of all owners and occupants of the Development.



4. For certainty, the Grantor may provide the car share program through participation in a car share program operated by a third party on a neighbourhood, community or regional basis, provided that before the Grantor registers a strata plan in relation to the Development, the Grantor must acquire and transfer to the use of each strata unit a life-time membership in that car share program.
5. In this agreement, "car share program" means a program for the common use of one or more motor vehicles by all of the owners and occupants of the Development, the purposes of which include:
  - a. the reduction in the demand for off-street parking on the Land generated by the Development; and
  - b. the reduction of the total daily number of vehicle trips made to and from the Land by the owners and occupants of the Development.
6. 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.
7. 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.
8. The Grantor hereby releases and forever discharges the Grantee, its officers, employees and agents, of and from any claim, cause of action, suit, demand, expenses, costs and expenses, and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of the terms of this Agreement.
9. The Grantor covenants and agrees to indemnify and save harmless the Grantee, its officers, employees and agents, from any and all claims, causes of action, suits, demands, expenses, costs and expenses, 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, including economic loss, to his person or property, that arises out of the Grantee's provision or participation in a car share program under the terms of this Agreement.
10. 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.

11. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
12. 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.
13. 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.
14. 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.
15. 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.
16. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
17. Time is of the essence of this Agreement.
18. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
19. Bosa Properties (Bayview) Inc., the registered holder of charges by way of a mortgage and assignment of rents against the within described property which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA2253798 and CA2253799, for and in consideration of the sum of One (\$1.00) Dollar paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Section 219 Covenant shall be an encumbrance upon the within described property in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

20. Romspen Investment Corporation, the registered holder of charges by way of a mortgage and assignment of rents against the within described property which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA3589432 and CA3589433, for and in consideration of the sum of One (\$1.00) Dollar paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Section 219 Covenant shall be an encumbrance upon the within described property in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

**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 to 4) attached hereto.



**TITLE SEARCH PRINT**

File Reference: 23666.169

2015-07-29, 14:53:15

Requestor: Kim Gregory

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

VICTORIA

Land Title Office

VICTORIA

**Title Number**

CA3245121

From Title Number

FA25839

**Application Received**

2013-07-19

**Application Entered**

2013-07-25

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

BAYVIEW PROPERTIES LTD., INC.NO. C0958965  
80 SAGHALIE ROAD  
VICTORIA, BC  
V9A 0B8**Taxation Authority**CAPITAL ASSESSMENT AREA  
CITY OF VICTORIA**Description of Land**

Parcel Identifier:

025-563-483

Legal Description:

LOT 5 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP74716

**Legal Notations**HERETO IS ANNEXED RESTRICTIVE COVENANT CA2253589 OVER LOT 4, VIP74716  
MODIFIED BY CA3228901HERETO IS ANNEXED EASEMENT CA3741574 OVER LOT 2, PLAN VIP74716 AS  
SHOWN ON PLAN EPP38829SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED WITHIN  
THE CROWN FIAT DD P101001 AS TO PART FORMERLY INCLUDED  
WITHIN PLAN 43079

FOR PROVISOS, SEE CROWN GRANT R80505

FOR PROVISOS, SEE CROWN GRANT R80505 AS TO ALL EXCEPT PART  
FORMERLY PART OF SAGHALIE ROAD AS SHOWN ON PLAN 45308.

**TITLE SEARCH PRINT**

File Reference: 23666.169

2015-07-29, 14:53:15

Requestor: Kim Gregory

SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED WITHIN  
THE CROWN FIAT DD P101001 AS TO PART FORMERLY INCLUDED  
WITHIN PLAN 43079

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL  
ACT, SEE EN4833

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL  
ACT, SEE EN4834

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL  
ACT, SEE EN4835

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE FA129826

HERETO IS ANNEXED EASEMENT FB245152 OVER LOT 3, PLAN VIP74716

**Charges, Liens and Interests**

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	R81023
Registration Date and Time:	1986-09-15 10:04
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA; S.47 LAND ACT
Nature:	STATUTORY BUILDING SCHEME
Registration Number:	S105293
Registration Date and Time:	1987-09-30 14:46
Remarks:	INTER ALIA SECTION 216, LAND TITLE ACT
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EV2694
Registration Date and Time:	2003-01-10 09:49
Registered Owner:	THE CORPORATION OF THE CITY OF VICTORIA
Remarks:	PART IN PLAN VIP74717
Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	FA25840
Registration Date and Time:	2006-02-28 13:44
Registered Owner:	THE CROWN IN THE RIGHT OF BRITISH COLUMBIA
Remarks:	SEC 50 LAND ACT



**TITLE SEARCH PRINT**

File Reference: 23666.169

2015-07-29, 14:53:15

Requestor: Kim Gregory

Nature: STATUTORY RIGHT OF WAY  
Registration Number: FB245220  
Registration Date and Time: 2009-02-02 14:43  
Registered Owner: THE CORPORATION OF THE CITY OF VICTORIA  
Remarks: OVER AREA B IN PLAN VIP86155

Nature: MORTGAGE  
Registration Number: CA2253798  
Registration Date and Time: 2011-10-31 14:10  
Registered Owner: BOSA PROPERTIES (BAYVIEW) INC.  
INCORPORATION NO. BC0895471

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA2253799  
Registration Date and Time: 2011-10-31 14:10  
Registered Owner: BOSA PROPERTIES (BAYVIEW) INC.  
INCORPORATION NO. BC0895471

Nature: MORTGAGE  
Registration Number: CA3589432  
Registration Date and Time: 2014-02-12 15:30  
Registered Owner: ROMSPEN INVESTMENT CORPORATION  
INCORPORATION NO. A0067154  
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA3589433  
Registration Date and Time: 2014-02-12 15:30  
Registered Owner: ROMSPEN INVESTMENT CORPORATION  
INCORPORATION NO. A0067154  
Remarks: INTER ALIA

Nature: — COVENANT  
Registration Number: CA4549333  
Registration Date and Time: 2015-07-21 12:43  
Registered Owner: THE CORPORATION OF THE CITY OF VICTORIA

Nature: — PRIORITY AGREEMENT  
Registration Number: CA4549334  
Registration Date and Time: 2015-07-21 12:43  
Remarks: GRANTING CA4549333 PRIORITY OVER CA2253798 AND CA2253799

**TITLE SEARCH PRINT**

File Reference: 23666.169

2015-07-29, 14:53:15

Requestor: Kim Gregory

Nature: **PRIORITY AGREEMENT**  
Registration Number: CA4549335  
Registration Date and Time: 2015-07-21 12:43  
Remarks: GRANTING CA4549333 PRIORITY OVER CA3589432 AND CA3589433

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE