

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

Jun-02-2015 12:43:00.003

CA4438063 CA4438064

1427234515 PAGE 1 OF 11 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.

Eric Alexander  
Kerr FDSQRN

Digitally signed by Eric Alexander Kerr  
FDSQRN  
DN: c=CA, cn=Eric Alexander Kerr  
FDSQRN, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=FDSQRN  
Date: 2015.06.02 12:34:45 -0700

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

Johns Southward Glazier Walton & Margetts

Barristers and Solicitors

204 - 655 Tyee Road

Victoria

BC V9A 6X5

Tel: 250-381-7321

File: 142000 EAK/gl



Document Fees: \$156.20

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

007-410-573

LOT 9 FAIRFIELD FARM ESTATE VICTORIA CITY PLAN 1440

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):

WHITNEY HERRICK DAVIS AND BLAIR ALLAN HOCHHALTER  
ROYAL BANK OF CANADA (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

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)

Eric A. Kerr

Barrister & Solicitor

204 - 655 Tyee Road

Victoria, BC V9A 6X5

Execution Date		
Y	M	D
15	05	28

Transferor(s) Signature(s)

WHITNEY HERRICK DAVIS

BLAIR ALLAN HOCHHALTER

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

1427234515 PAGE 1 OF 11 PAGES

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Johns Southward Glazier Walton & Margetts

Barristers and Solicitors

204 - 655 Tyee Road

Victoria

BC V9A 6X5

Tel: 250-381-7321

File: 142000

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[PID] [LEGAL DESCRIPTION]

007-410-573

LOT 9 FAIRFIELD FARM ESTATE VICTORIA CITY PLAN 1440

Deduct LTSA Fees? Yes ☒

STC? YES ☐

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Execution Date

Y	M	D
15	05	28

Transferor(s) Signature(s)

Eric A. Kerr  
Barrister and Solicitor  
#204 - 655 Tyee Road  
Victoria BC V9A 6X5

WHITNEY HERRICK DAVIS

BLAIR ALLAN HOCHHALTER

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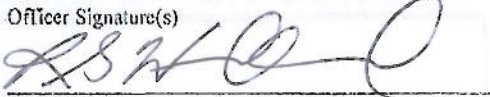


LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 11 pages

Officer Signature(s)



ROBERT G. WOODLAND

Commissioner for Taking Affidavits in BC

1 Centennial Square  
Victoria, BC V8W 1P6

Execution Date

Y M D

15 06 01

Transferor / Borrower / Party Signature(s)

THE CORPORATION OF THE CITY  
OF VICTORIA, by its authorized  
signatory:

Print Name:

**MAYOR LISA HELPS**  
**#1 Centennial Square**  
**Victoria BC V8W 1P6**CITY OF  
VICTORIAApproved  
for content by  
originating  
dept.

SH

APPROVED  
for legality  
by solicitor

## 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 3 of 11 pages

Officer Signature(s)



THEVARAJAH RABIMOHAN, Notary Public  
City of Toronto, Limited to the attestation of  
Instruments and the taking of affidavits for Royal  
Bank of Canada, Royal Trust Corporation of Canada and  
The Royal Trust Company  
10 York Mills Road  
Toronto, Ontario  
M2P 0A2  
Expires December 05, 2017

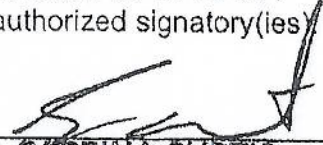
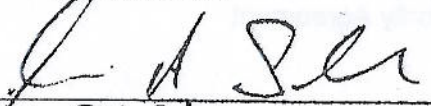
(as to both signatures)



Execution Date

Y	M	D
15	05	27
15	05	27

Transferor / Borrower / Party Signature(s)

ROYAL BANK OF CANADA  
by its authorized signatory(ies)Name: **SABRINA CURTIS**  
Team LeaderName: **Orrie Sobers**  
Team Leader

## 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 11 PAGES

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Statutory Right of Way

over part on plan EPP44933

NATURE OF INTEREST  
Priority Agreement

## CHARGE NO.

## ADDITIONAL INFORMATION

Granting the Statutory Right of Way herein priority  
over Mortgage No. CA1978465 (as modified by  
CA2301814)

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

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## ADDITIONAL INFORMATION

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## CHARGE NO.

## ADDITIONAL INFORMATION



Statutory Right of Way - Highway

**TERMS OF INSTRUMENT - PART 2**

---

**WHEREAS:**

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

PID: 007-410-573

Lot 9, Fairfield Farm Estate, Victoria City, Plan 1440

(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 construct, operate and maintain 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; and

E. To facilitate the construction and use by the Transferee and the public of a public highway, and to facilitate the installation and use of works that may be placed by the Transferee 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.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

**1.0 THE TRANSFEROR:**

1.1 Pursuant to Section 218 of the Land Title Act, hereby grants, conveys, confirms

and transfers, in perpetuity, to the Transferee, its officers, employees, contractors, licensees and invitees, including without limitation the general public, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to use as a public highway, including but not limited to the right to enter onto, use, go, return, pass over and across for highway purposes, that portion of the Lands, shown in heavy outline on the Explanatory Plan prepared by Wey Mayenburg Land Surveying Inc. and filed in the Victoria Land Title Office under Plan No. EPP44933, a reduced copy of which is attached hereto as Schedule "A" (the "Right of Way");

1.2 Covenants and agrees to and with the Transferee that 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 lay down, install, construct, entrench, operate, maintain, inspect, alter, repair, remove, replace, bury, cleanse, string, and otherwise establish one or more system of Works upon the Right of Way;

1.3 Covenants and agrees to and with the Transferee that the Transferee shall:

- (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
- (b) together with machinery, vehicles, equipment, and materials;
- (c) upon, over, under and across the Right of Way;
- (d) as may be necessary, useful, or convenient for the purposes in Section 1.1 and Section 1.2; and
- (e) 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;

1.4 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;

1.5 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.

## **2.0 THE TRANSFEROR COVENANTS:**

2.1 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;

2.2 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;

2.3 To trim or, if the Transferee determines it is necessary, cut down any tree or other growth on the Lands which in the opinion of the Transferee, constitutes or may constitute a danger or obstruction to the Right of Way or the Works or those using same;

2.4 From time to time and at all times at the reasonable request and at the cost of the Transferee to 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 Transferee of its rights under this Agreement; and

2.5 To permit the Transferee to peaceably hold and enjoy the rights hereby granted.

## **3.0 THE TRANSFEE COVENANTS:**

3.1 As far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible; and

3.2 To make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement.

## **4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:**

4.1 The Transferor shall not diminish or increase the soil cover over any pipe installed in the Right of Way without the Transferee's prior written consent;

4.2 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;



4.3 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;

4.4 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;

4.5 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party;

4.6 Whenever this Agreement creates a power or obligation of the Transferee to make a decision or to exercise any contractual right or remedy, the Transferee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principals of fairness or the rules of natural justice, shall have any application;

4.7 Notwithstanding anything herein contained, the Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee;

4.8 Without limiting Section 4.7, nothing contained or implied in this Agreement will derogate from the obligations of the Transferor under any other agreement with the Transferee or prejudice or affect the Transferee's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Transferor and the Transferee;

4.9 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;

4.10 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;

4.11 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 the Agreement;

4.12 This Agreement shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever;

4.13 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and his successors in title, but (b) the Transferor is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Transferor named herein or any future owner ceases to have a further interest in the Lands;

4.14 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

4.15 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;

4.16 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;

4.17 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context; and

4.18 This Agreement will be governed and construed according to the laws of the Province of British Columbia.

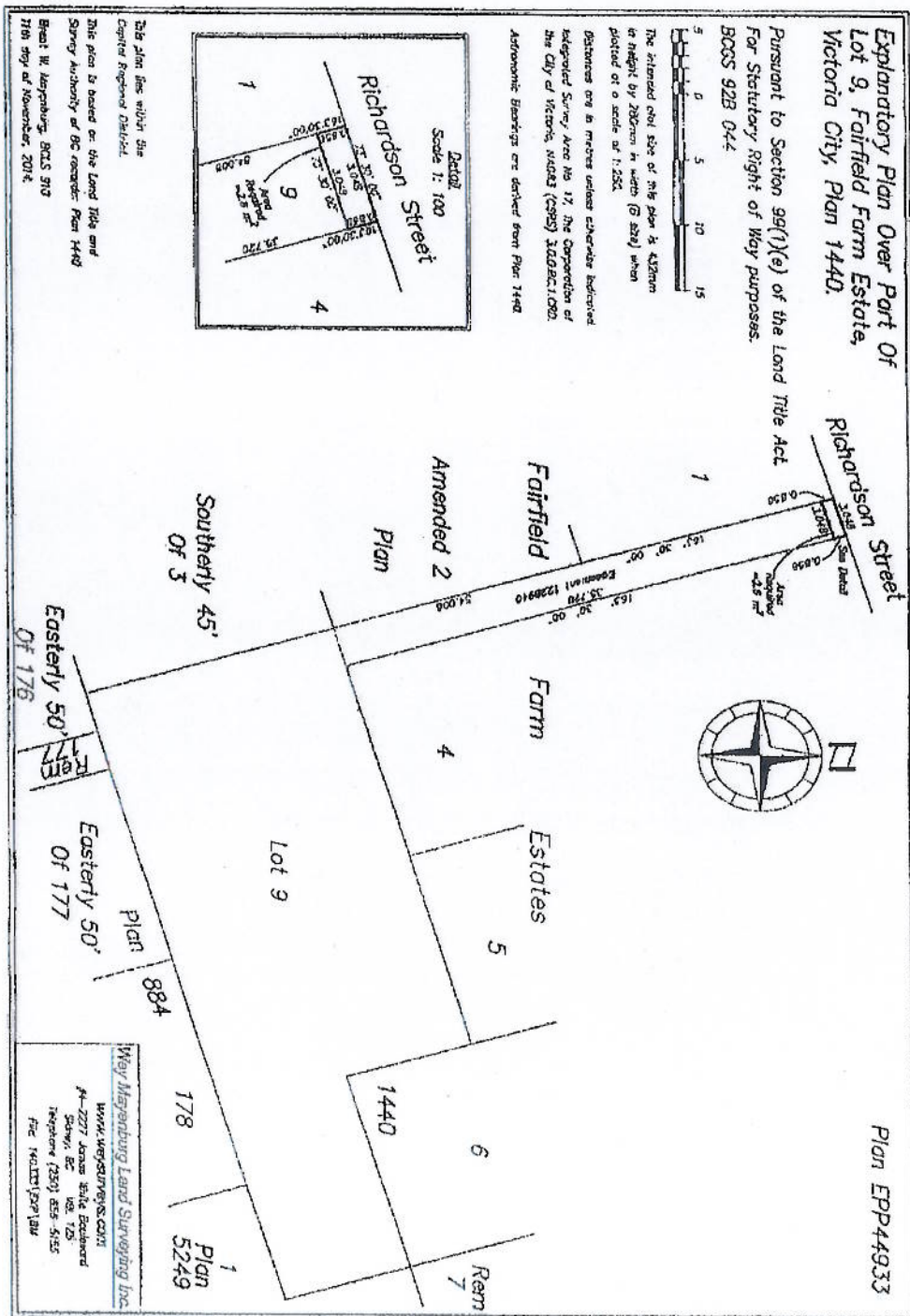
4.19 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the parties.



#### 4.20 PRIORITY AGREEMENT

Royal Bank of Canada, as the registered holder of a charge by way of a mortgage against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA1978465 (as modified by CA2301814), for and in consideration of the sum of One Dollar (\$1.00) paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Right of Way shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

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





**TITLE SEARCH PRINT**

File Reference: 142000  
Declared Value \$525000

2015-07-08, 14:34:42

Requestor: Geraldine Liu

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

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA1978464

CA1463317

**Application Received**

2011-04-19

**Application Entered**

2011-04-26

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

WHITNEY HERRICK DAVIS, LIBRARIAN  
BLAIR ALLAN HOCHHALTER, BUILDER  
1315 RICHARDSON STREET  
VICTORIA, BC  
V8S 1P6  
AS JOINT TENANTS

**Taxation Authority**

CAPITAL ASSESSMENT AREA  
CITY OF VICTORIA

**Description of Land**

Parcel Identifier:

007-410-573

Legal Description:

LOT 9, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 1440

**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:

A.F.B. 3.257.3685, DD 636 OS, SECTION 172(3),  
INTER ALIA

Nature:

EASEMENT

Registration Number:

122894G

Registration Date and Time:

1947-01-17 12:47

Remarks:

WESTERLY 10 FOOT STRIP;  
APPURTENANT TO LOT 4, PLAN 1440

**TITLE SEARCH PRINT**

File Reference: 142000

Declared Value \$525000

2015-07-08, 14:34:42

Requestor: Geraldine Liu

Nature: MORTGAGE  
Registration Number: CA1978465  
Registration Date and Time: 2011-04-19 06:01  
Registered Owner: ROYAL BANK OF CANADA  
Remarks: MODIFIED BY CA2301814

Nature: MODIFICATION  
Registration Number: CA2301814  
Registration Date and Time: 2011-12-06 08:49  
Remarks: MODIFICATION OF CA1978465

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA4438063  
Registration Date and Time: 2015-06-02 12:43  
Registered Owner: THE CORPORATION OF THE CITY OF VICTORIA

Nature: PRIORITY AGREEMENT  
Registration Number: CA4438064  
Registration Date and Time: 2015-06-02 12:43  
Remarks: GRANTING CA4438063 PRIORITY OVER CA1978465 AND CA2301814

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE