

VICTORIA LAND TITLE OFFICE

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

Jun-08-2015 11:08:48.001

CA4449030 CA4449031

PAGE 1 OF 10 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.

Steven Bruce
Cornfield
VKGD9G

Digitally signed by Steven Bruce
Cornfield VKGD9G
DN: cn=Steven Bruce Cornfield
VKGD9G, o=Lawyer, ou=Verify ID at
www.juricon.com/LKUP.cfm?
id=VKGD9G
Date: 2015.06.08 11:06:11 -0700

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

S. Bruce Cornfield

Barrister & Solicitor

305-771 Vernon Avenue

Victoria,

BC V8X 5A7

2015-074

(1046 North Park Street)



Document Fees: \$156.20

Deduct LTSA Fees? Yes ☒

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

009-325-590

THE WESTERLY 24 FEET OF LOT 24, SUBURBAN LOT 13 VICTORIA CITY
PLAN 26

STC? YES ☐

3. NATURE OF INTEREST
SEE SCHEDULE

CHARGE NO.

ADDITIONAL INFORMATION

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):

JOANNE LILIAN MARIE ROGERS

1972 HOLDINGS LTD. (INC. NO. BC0107607), (AS TO PRIORITY)

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

Incorporation No

--

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)

S. Bruce Cornfield

Barrister & Solicitor

305-771 Vernon Avenue

Victoria, BC

V8X 5A7

Execution Date		
Y	M	D
15	05	29

Transferor(s) Signature(s)

Joanne Lilian Marie Rogers

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 10 PAGES

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Victoria,

BC V8X 5A7

2015-074

(1046 North Park Street)

Deduct LTSA Fees? Yes ☒

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[PID]

[LEGAL DESCRIPTION]

009-325-590

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Officer Signature(s)

S. Bruce Cornfield

Barrister & Solicitor

305-771 Vernon Avenue

Victoria, BC

V8X 5A7

Execution Date

Y	M	D
15	05	29

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**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 10 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	06	05

Transferor / Borrower / Party Signature(s)

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



MAYOR LISA HELPS



OFFICER CERTIFICATION:

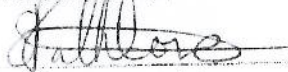
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

PAGE 3 of 10 pages

EXECUTIONS CONTINUED

Officer Signature(s)


Emily Rathbone

COOK ROBERTS LLP
LAWYERS

7TH FLOOR - 1175 DOUGLAS STREET
VICTORIA BC V8W 2E1

Execution Date

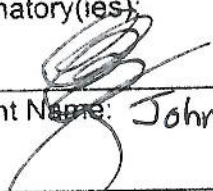
Y M D

15 06 04

Transferor / Borrower / Party Signature(s)

1972 Holdings Ltd. (Inc. No.
BC0107607), by its authorized
signatory(ies):

Print Name:


John van Cuylenburg

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 E

SCHEDULE

PAGE 4 OF 10 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST
Priority AgreementCHARGE NO.
PAGE 8ADDITIONAL INFORMATION
Granting this Covenant priority over Mortgage
CA3776677

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT – PART 2

W H E R E A S:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia with a civic address of 1046 North Park Street, Victoria, BC, and legally described as:

PID: 009-325-590

THE WESTERLY 24 FEET OF LOT 24, SUBURBAN LOT 13, VICTORIA CITY,
PLAN 26

(the "Lands")

- B. The Transferee is the Corporation of the City of Victoria;
- C. The Transferor intends to construct a six (6) unit rental housing development (the "Development");
- D. The Transferor has applied to the Council for the Transferee for a Development Permit with Variance (the "DP") in respect of the Lands to permit the Development and to reduce from eight (8) to one (1) the number of off-street parking spaces that are required for the Development under the provisions of Schedule "C" of the Transferee's Zoning Regulation Bylaw No. 80-159;
- E. The Transferor and MODO Co-Operative ("MODO") have entered into an agreement dated May 27, 2015 (the "MODO Agreement") to ensure that a minimum of one (1) car-sharing Vehicle (the "Vehicle") owned and operated by MODO are accessible and available for members in good standing of the MODO (the "Members");
- F. The Transferor has agreed to purchase shares in MODO so that the occupants of each residential unit in the Development from time to time may become Members;
- G. Pursuant to the terms and conditions of this Agreement, the Transferor has agreed to provide and make available on the Lands, one (1) dedicated parking Stall (the "Stall") for the exclusive use for the Vehicle; and
- H. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature,
- In respect of the use of land or the use of a building on or to be erected

- on land;
- That the land is to be built on in accordance with the covenant;
- That the land is not to be used, built on or subdivided;
- That land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state;

may be granted in favour of the Transferee and may be registered as a charge against the title to the land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. Grant of Covenant. The Transferor agrees and covenants with the Transferee that the Transferor shall provide and make available the Stall on the Lands, in the location indicated in Schedule "A" attached hereto. Upon issuance of the occupancy permit for the Development the Stall shall at all times be and remain designated and reserved for the exclusive purposes of parking the Vehicle for the use of the Members.
2. Location of Stall. The Transferor shall ensure that it receives MODO's approval of the Stall location.
3. Termination of MODO Agreement. In the event:
 - (a) the MODO Agreement is terminated; or
 - (b) MODO is wound-up or dissolved,then the Stall will be used exclusively for the parking of a motor vehicle that is used by the owners and occupants of the Lands and other car share members under the terms of a car share program then operating in the City of Victoria acceptable to the Transferee, acting reasonably.
4. Definition. In this agreement "car share program" means a program for the common use of two or more motor Vehicles by all of the participating owners and occupants of the Development, the purposes of which include:
 - (a) The reduction of the demand for off-street parking on the Lands generated by the Development; and
 - (b) The reduction of the total daily number of vehicle trips made to and from

the Lands by the owners and occupants of the Development.

5. Discharge. In the event the Development is damaged or destroyed, the Transferor is not reconstructing the Development in accordance with the DP and accordingly has to apply for a new Development Permit with the Transferee that complies with Schedule "C" of the Transferee's Zoning Regulation Bylaw No-159; the Transferee agrees to discharge this Agreement upon issuance of the new Development Permit. The Transferor at its sole cost may prepare and submit to the Transferee for the Transferee's execution a registrable discharge of this Agreement, which the Transferee will execute and return to the Transferor within a reasonable time after such receipt, and which the Transferor may register in the Land Title Office at the Transferor's cost.
6. Enforcement. The Transferor and the Transferee agree that the enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this covenant 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 the breach of any provision of this Agreement.
7. Indemnity. 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 by the Transferor;
 - (b) the use of the Lands contemplated under this Agreement including participation in a care share program; and
 - (c) restrictions or requirements under this Agreement.
8. Release. 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 by the Transferor;
 - (b) the use of the Lands contemplated under this Agreement, including participation in a care share program; and
 - (c) restrictions or requirements under this Agreement

9. Priority Agreement. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
10. Without Prejudice. 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, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
11. Time. Time is of the essence of this Agreement.
12. Enurement. The Transferor covenants and agrees for itself, its heirs, executors successors and assigns that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor has an interest. The Transferor will not be liable under any of the covenants and agreements contained in this Agreement where such liability arises after the Transferor ceases to have any interest in the Lands. This Agreement shall enure to the benefit of the Transferee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
13. No Representations. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations covenants, warranties, guarantees promises or agreements (oral or otherwise) with the Transferor relating to the subject matter of this Agreement other than those contained in this Agreement.
14. No Waiver. The waiver by a part of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
15. Interpretation. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
16. Remedies Cumulative. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

17. Run with the Lands. The restrictions and covenants herein contained shall be covenants running with the Lands, 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 Transferee with priority over any financial charges registered against the Lands.
18. Further Assurances. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
19. Severability. 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.
20. Governing Law. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

TITLE SEARCH PRINT

2015-07-07, 14:06:48

File Reference:

Requestor: Bruce Cornfield

Declared Value \$27300

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

VICTORIA

Land Title Office

VICTORIA

Title Number

CA3776657

From Title Number

CA2805377

**Application Received**

2014-06-12

Application Entered

2014-06-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

JOANNE LILLIAN MARIE ROGERS, BUSINESSWOMAN
2700 HERBATE ROAD
VICTORIA, BC
V9B 6J7**Taxation Authority**

CITY OF VICTORIA

Description of Land

Parcel Identifier:

009-325-590

Legal Description:

THE WESTERLY 24 FEET OF LOT 24, SUBURBAN LOT 13, VICTORIA CITY, PLAN 26

Legal NotationsTHIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE FB465819**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA3776677

Registration Date and Time:

2014-06-12 16:21

Registered Owner:

1972 HOLDINGS LTD.
INCORPORATION NO. BC0107607

Nature:

COVENANT

Registration Number:

CA4449030

Registration Date and Time:

2015-06-08 11:08

Registered Owner:

THE CORPORATION OF THE CITY OF VICTORIA

TITLE SEARCH PRINT

2015-07-07, 14:06:48

File Reference:

Requestor: Bruce Cornfield

Declared Value \$27300

Nature:

PRIORITY AGREEMENT

Registration Number:

CA4449031

Registration Date and Time:

2015-06-08 11:08

Remarks:

GRANTING CA4449030 PRIORITY OVER CA3776677

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE