

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1

May-06-2015 15:59:10.004

CA4382456 CA4382457

PAGE 1 OF 9 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: cn=CA, cn=David Bruce Adams
TS26LP, o=Lawyer, ou=Verify ID at
www.juricerloom/LKUP.cfm?
id=TS26LP
Date: 2015.05.06 15:53:01 -0700

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

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

BC V8W 3G3

Phone: 250.360.2991
File: 24811.005/DBA/ps



Document Fees: \$156.20

Deduct LTSA Fees? Yes ☒

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

029-397-065

LOT 1 SECTION 31 AND DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN
EPP33936

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):

SEE SCHEDULE

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

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)

HARUO CURTIS YOSHIDA

Notary Public

212 - 938 Howe Street
Vancouver, BC V6Z 1N9
T. 604 569 0512

as to all signatures

Execution Date

Y	M	D
15	02	24

Transferor(s) Signature(s)

0771279 B.C. LTD.
by its authorized signatory(ies):

Print Name: BRANDON OYE

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 9 PAGES

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

BC V8W 3G3

Phone: 250.360.2991
 File: 24811.005/DBA/ps

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-397-065

LOT 1 SECTION 31 AND DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN
EPP33936

STC? YES ☐

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SEE SCHEDULE

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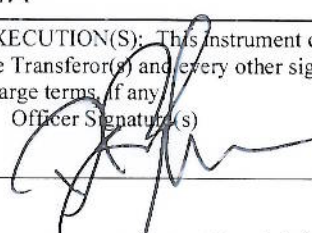
CITY OF VICTORIA**1 CENTENNIAL SQUARE****VICTORIA****BRITISH COLUMBIA****V8W 1P6****CANADA**

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Officer Signature(s)



 Haruo Curtis Yoshida
 Notary Public
 T. 604 569 0512 F. 604 569 0516
 212 - 938 Howe St. Vancouver
 BC Canada V6Z 1N9

Execution Date

Y	M	D
15	02	24

Transferor(s) Signature(s)

0771279 B.C. LTD.
 by its authorized signatory(ies):


 Print Name: Brandon Oye

Print Name:

as to all signatures

OFFICER CERTIFICATION:

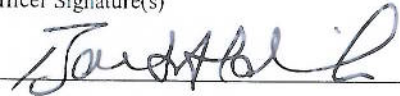
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 9 pages

Officer Signature(s)



H. BART ALDRICH
NOTARY PUBLIC
201 - 1120 Westwood Street
Coquitlam, BC V3B 7K8
Ph: 604-464-3136 Fax: 604-464-4010

as to all signatures

as to all signatures

as to all signatures

Execution Date

Y	M	D
15	03	24

Transferor / Borrower / Party Signature(s)

As to priority:
CANADIAN PACIFIC RAILWAY
COMPANY
by its authorized signatory(ies):

Print Name: LEW HATLEY
MANAGER, REAL ESTATE

Print Name:

As to priority:
1475893 ALBERTA INC.
by its authorized signatory(ies):

Print Name:

Print Name:

As to priority:
1444467 ALBERTA INC.
by its authorized signatory(ies):

Print Name:

Print Name:

OFFICER CERTIFICATION:

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LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 9 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

As to priority:
CANADIAN PACIFIC RAILWAY
COMPANY
by its authorized signatory(ies):

Print Name:

Print Name:

As to priority:
1475893 ALBERTA INC.
by its authorized signatory(ies):

Print Name: *Brandon Oye*

Print Name:

As to priority:
1444467 ALBERTA INC.
by its authorized signatory(ies):

Print Name: *Brandon Oye*

Print Name:

as to all signatures



Haruo Curtis Yoshida
Notary Public
T. 604 569 0512 F. 604 569 0516
212 - 938 Howe St. Vancouver
BC Canada V6Z 1N9

15 02 28

as to all signatures



Haruo Curtis Yoshida
Notary Public
T. 604 569 0512 F. 604 569 0516
212 - 938 Howe St. Vancouver
BC Canada V6Z 1N9

15 02 28

as to all signatures

OFFICER CERTIFICATION:

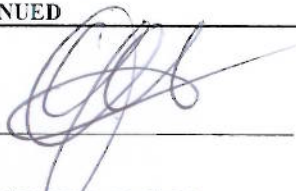
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**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

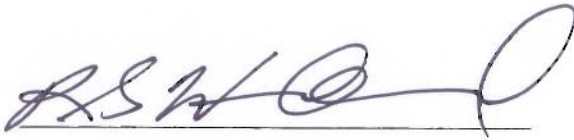
PAGE 3 of 9 pages

Officer Signature(s)



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

as to all signatures



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

as to all signatures

Execution Date


Y M D

15 03 06

15 05 01

Transferor / Borrower / Party Signature(s)

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



Print Name: BLAKE CASSIDY
DIRECTOR

Print Name:

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



Print Name: MAYOR LISA HELPS
#1 Centennial Square
Victoria BC V8W 1P6

Print Name:



OFFICER CERTIFICATION:

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**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 4 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

over area outlined in bold on Statutory Right of Way
Plan EPP48602Entire instrument, except paragraphs 9, 10, 11 and
12

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Pages 7-8, paragraphs 9, 10, 11 and 12

Granting Statutory Right of Way herein priority over
Mortgages FB217682, FB217686, FB217688,
FB217690 and CA3297113 (modified by
CA3589434) and Assignments of Rents FB217683,
FB217687, FB217689, FB217691 and CA3297114

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

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ADDITIONAL INFORMATION

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CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 9 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. TRANSFEROR(S):

Registered Owner:

0771279 B.C. LTD. (INC.NO. BC0771279)

Chargeholders, all as to priority only:

CANADIAN PACIFIC RAILWAY COMPANY

1475893 ALBERTA INC.

1444467 ALBERTA INC. (INC. NO. A0084812)

ROMSPEN INVESTMENT CORPORATION (INC. NO. A0067154)

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Grantor is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Victoria, Province of British Columbia, and being more particularly known and described as:

PID 029-397-065
LOT 1 SECTION 31 AND DISTRICT LOT 119 ESQUIMALT DISTRICT
PLAN EPP33936
(the "**Lands**")
- B. The Grantee is The Corporation of the City of Victoria;
- C. The Grantor and the Grantee are parties to a Master Development Agreement dated July 26, 2008, amended by agreement dated the ____ day of _____, 2015 (collectively, the "**MDA**") respecting the development of the Lands of the Grantor;
- D. The Grantee wishes to secure the public right of access to and use of a shared use corridor to accommodate vehicular, pedestrian, cyclist and rolling traffic, including emergency and service vehicles referred to in the MDA as the Roundhouse Mews (the "**Roundhouse Mews Amenity**") to be developed and maintained in perpetuity over the Lands of the Grantor (the "**Right of Way**");
- E. The Grantor has agreed to grant a Statutory Right of Way on the terms hereinafter set forth;
- F. It is necessary for the operation and maintenance of the Grantee's undertaking of the provision of the Roundhouse Mews Amenity for the enjoyment and use of the general public that a right of way be established in accordance with this instrument.

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

1. The Grantee, its officers, servants, agents, licensees, and invitees, who shall include the general public, may use that part of the Grantor's Lands outlined in bold on the statutory right of way plan registered in the Land Title Office under number EPP48602, a copy of which is attached as Schedule "A" to this Agreement

(the "**Right of Way Area**"), and all improvements within the Right of Way Area for the purposes of having access to, using, enjoying and crossing and re-crossing over the Roundhouse Mews Amenity.

2. Without limiting the generality of this grant, the Grantee may, but shall not be obligated to, enter upon the Right of Way Area and carry out repairs or replacements of the Roundhouse Mews Amenity to ensure the continued use of the Roundhouse Mews Amenity, provided that this section shall not relieve the Grantor of its obligation to maintain the Roundhouse Mews Amenity as set out in the MDA.
3. This grant is made pursuant to the provisions of Section 218 of the *Land Title Act*, R.S.B.C., 1996 c. 250.
4. The Grantor covenants not to erect any building, structure or obstruction on the Right of Way Area, other than the Roundhouse Mews Amenity to be constructed or existing as of the date of this Agreement.
5. Where the Grantor, in breach of this covenant, erects any building, structure or obstruction within the Right of Way Area, the Grantee shall be at liberty to remove it at the expense of the Grantor.
6. The covenants contained in this grant bind the Grantor and his successors in title to the Lands of the Grantor comprising the Right of Way Area.
7. Upon any subdivision of the Grantor's Lands, this agreement shall be read and construed as a number of agreements, such that the owner of any Lot created by such a subdivision is liable for a breach of this agreement only to the extent that it relates to the Lot owner by such owner.
8. The Grantor from time to time hereunder shall not be liable for any breach of this agreement which occurs after such person has ceased to be the owner of the Lands of the Grantor.
9. Canadian Pacific Railway Company (the "Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Grantor's Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217682 and FB217683, respectively, for and in consideration of the sum of Ten Dollars (\$10.00) 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 Statutory Rights of Way shall be encumbrances upon the Grantor's Lands in priority to the said charges in the same manner and to the same effect as if they had been dated and registered prior to the said charges.

10. 1475893 Alberta Inc. (the "Second Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Grantor's Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217686, FB217690 and FB217687, FB217691, respectively, for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee to the said Second Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Statutory Rights of Way shall be encumbrances upon the Grantor's Lands in priority to the said charges in the same manner and to the same effect as if they had been dated and registered prior to the said charges.
11. 1444467 Alberta Inc. (the "Third Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Grantor's Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217688 and FB217689, respectively, for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee to the said Third Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Statutory Rights of Way shall be encumbrances upon the Grantor's Lands in priority to the said charges in the same manner and to the same effect as if they had been dated and registered prior to the said charges.
12. Romspen Investment Corporation (the "Fourth Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Grantor's Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA3297113 (modified by CA3589434) and CA3297114, respectively, for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee to the said Fourth Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Statutory Rights of Way shall be encumbrances upon the Grantor's Lands in priority to the said charges in the same manner and to the same effect as if they had been dated and registered prior to the said charges.

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

STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT 1, SECTION 31 AND DISTRICT LOT 119, ESQUIMALT DISTRICT, PLAN EPP33936

PLAN EPP48602

Pursuant to Section 113 of the Land Title Act
BCGS 92B.044



The intended plot size of this plan is 432mm in width by 560mm in height
(C size) when plotted at a scale of 1:400

