

**TITLE SEARCH PRINT**

File Reference: 12285.002

2015-04-27, 15:30:31

Requestor: Peggy Sutter

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

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA3198465

FB42651

**Application Received**

2013-06-25

**Application Entered**

2013-06-27

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

DOUGLAS PEMBROKE STREET HOLDINGS LTD., INC.NO.  
BC0897516  
2101 GOVERNMENT STREET  
VICTORIA, BC  
V8T 4P2

**Taxation Authority**

CITY OF VICTORIA

**Description of Land**

Parcel Identifier:

000-085-529

Legal Description:

LOT 1, BLOCK A, SECTION 3, VICTORIA DISTRICT, PLAN 8, EXCEPT PART LYING WEST  
OF A BOUNDARY JOINING POINTS ON THE NORTHERLY AND SOUTHERLY BOUNDARIES OF  
SAID LOT DISTANT RESPECTIVELY 13 FEET FROM THE NORTH WESTERLY AND SOUTH  
WESTERLY CORNERS OF SAID LOT

**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

A.F.B. 3.257.3685, DD 6537A, SECTION 172(3)

Nature:

COVENANT

Registration Number:

CA4340078

Registration Date and Time:

2015-04-16 13:02

Registered Owner:

THE CORPORATION OF THE CITY OF VICTORIA

**TITLE SEARCH PRINT**

File Reference: 12285.002

2015-04-27, 15:30:31

Requestor: Peggy Sutter

**Duplicate Indefeasible Title** NONE OUTSTANDING**Transfers** NONE**Pending Applications** NONE

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: 2015.04.16 12:52:07 -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: \$78.10

BC V8W 3G3

Phone: 250.360.2991  
File: 12285.002/DBA/ps



Deduct LTSA Fees? Yes ☒

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

**SEE SCHEDULE**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**Covenant** Entire instrument

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):

**DOUGLAS PEMBROKE STREET HOLDINGS LTD. (INC. NO. BC0897516)**

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	03	30

Transferor(s) Signature(s)

DOUGLAS PEMBROKE STREET  
HOLDINGS LTD.  
by its authorized signatory(ies):

Print Name: GERALD HARTWIG

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



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

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.

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: 12285.002/DBA/ps

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Entire instrument

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DOUGLAS PEMBROKE STREET HOLDINGS LTD. (INC. NO. BC0897516)

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:

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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

Execution Date

Y	M	D
15	3	30

Transferor(s) Signature(s)

DOUGLAS PEMBROKE STREET  
HOLDINGS LTD.  
by its authorized signatory(ies):

Print Name: GREGG L. HARTWIG

Print Name:

as to all signatures

## OFFICER CERTIFICATION:

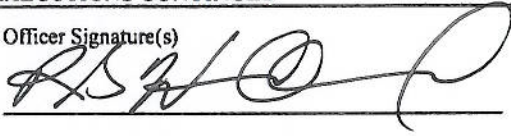
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 8 pages

Officer Signature(s)



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 04 09

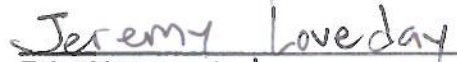
Transferor / Borrower / Party Signature(s)

THE CORPORATION OF THE CITY  
OF VICTORIA

by its authorized signatory(ies):



Print Name:



Print Name: Acting Mayor

CITY OF  
VICTORIA  
Approved  
for content by  
originating  
dept.



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 E

## SCHEDULE

PAGE 3 OF 8 PAGES

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

000-085-529

LOT 1, BLOCK A, SECTION 3, VICTORIA DISTRICT, PLAN 8, EXCEPT PART  
LYING WEST OF A BOUNDARY JOINING POINTS ON THE NORTHERLY AND  
SOUTHERLY BOUNDARIES OF SAID LOT DISTANT RESPECTIVELY 13 FEET  
FROM THE NORTH WESTERLY AND SOUTH WESTERLY CORNERS OF SAID  
LOT

STC? YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]STC? YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]STC? YES ☐



TERMS OF INSTRUMENT- PART 2

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THIS AGREEMENT (the "Agreement") dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**Douglas Pembroke Street Holdings Ltd.**  
(Inc. No. BC0897516)  
2101 Government Street  
Victoria, BC V8T 4P2

(the "Owner")

**AND:**

**The Corporation of the City of Victoria**  
1 Centennial Square  
Victoria, BC V8W 1P6

(the "City")

**WHEREAS:**

- A. The Owner is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID: 000-085-529

LOT 1, BLOCK A, SECTION 3, VICTORIA DISTRICT, PLAN 8, EXCEPT PART LYING WEST OF A BOUNDARY JOINING POINTS ON THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID LOT DISTANT RESPECTIVELY 13 FEET FROM THE NORTH WESTERLY AND SOUTH WESTERLY CORNERS OF SAID LOT

(the "Lands");

- B. The Owner has applied to the City for an amendment to the City's Zoning Regulation Bylaw No. 80-159 in relation to the Lands, to permit the Lands to be used for a expanded range of commercial uses, as set out in the City's Zoning Regulation Bylaw, Amendment Bylaw (No. 1034) (the "Zoning Regulation Bylaw");
- C. The Lands have frontage on two roads, including driveway access at 2 points on Douglas Street, one point of access to the north (the "North Driveway") and one point of access to the south (the "South Driveway"), as shown on the sketch plan attached hereto as Schedule "A";

- D. The Owner has agreed to restrict vehicular access to or from the Lands to one driveway access off Princess Street and the South Driveway access off Douglas Street. The Owner has further agreed that if the Lands are redevelop or additional floor area added to the existing building, the Owner will prohibit any vehicular access to or from the Lands onto Douglas Street;
- E. 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 land is to be built on in accordance with the covenant;
  - that 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 City and may be registered as a charge against the title to that land;
- F. The Owner agrees to grant, and the City agrees to accept this covenant on the terms and conditions contained herein.

**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 Owner by the City (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. The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's zoning bylaw, the Lands shall not be used except in strict accordance with this Agreement.
2. Subject to section 3, the Owner covenants and agrees that from and after the date of adoption of the Zoning Amendment Bylaw, the Lands shall have not more than one vehicular driveway or other means of vehicular access to or egress from Douglas Street and will do all things necessary to stop up and close to traffic the North Driveway to the satisfaction of the Director of Engineering and Public Works.
3. The Owner further covenants and agrees with the City that if the Lands are redevelop or additional floor areas is added to the existing building such that the building has floor area greater than 105m<sup>2</sup>, the Lands shall not have any vehicular driveway or other means of vehicular access to or egress from Douglas Street and will do all things necessary to stop up and close to traffic any driveways along Douglas Street, including the North Driveway and the South Driveway, to the satisfaction of the Director of Engineering and Public Works.
4. The Owner and the City agree that enforcement of this Agreement shall be entirely within the discretion of the City 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



City to the Owner or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.

5. The Owner shall indemnify and save harmless the City and each of its elected and appointed officials, officers, employees, agents and contractors, 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 City 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;
  - (b) the use of the Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
6. The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, officers, employees, agents and contractors, of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:
  - (a) the breach of any covenant in this Agreement;
  - (b) the use of the Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
7. At the Owner's expense, the Owner 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.
8. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under any enactment and the rights, powers, duties and obligations of the City 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 the Owner and the City.
9. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
10. Time is of the essence of this Agreement.

11. The Owner 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 Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.
12. This Agreement shall enure to the benefit of the City and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
13. This Agreement is the entire agreement between the parties hereto regarding its subject.
14. It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
15. The waiver by a party 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.
16. 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.
17. 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.
18. 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 City as a first charge against the Lands.
19. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
20. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
21. 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.
22. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement
23. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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



Douglas Street

