

VICTORIA LAND TITLE OFFICE

Nov-16-2017 16:38:52.003

CA6449396

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 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.

Lindsay Arthur
Parcels
PIH67V
Digitally signed by Lindsay Arthur Parcels PIH67V
Date: 2017.11.16 14:51:47 -08'00'

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

Lindsay Parcels, Barrister & Solicitor

Lidstone & Company, Barristers & Solicitors

1300 - 128 Pender Street West

Vancouver

BC V6B 1R8

Tel. 604-899-2269

File No. 10180-101

Document Fees: \$71.58

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-349-311

LOT 1, SECTION 11, SUBURBAN LOT 40, ESQUIMALT DISTRICT, PLAN EPP32782

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Land Title Act

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):

ARAGON ESQUIMALT TC PROPERTIES LTD. (INC. NO. BC1068481)

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

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 ESQUIMALT ROAD

ESQUIMALT

V9A 3P1

BRITISH COLUMBIA

CANADA

Incorporation No

N/A

7. ADDITIONAL OR MODIFIED TERMS:

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)

Thomas E Baillie, QC

Barrister & Solicitor

Suite 1870, One Bentall Centre

Box 33

505 Burrard Street

Vancouver, BC, V7X 1M6

Tel. 604-684-9996

Execution Date

Y	M	D
17	10	16

Transferor(s) Signature(s)

ARAGON ESQUIMALT TC PROPERTIES LTD., by its authorized signatories:

Name: Lenny Moy, President

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

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Anja Nurvo, BA LLB

Y	M	D
17	10	16

TOWNSHIP OF ESQUIMALT, by its
authorized signatories:

Commissioner for Taking Affidavits in British Columbia

Corporate Officer
Corporation of Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC, V9A 3P1
Tel. 250-414-7136

Name: Barbara Desjardins, Mayor

Name: Laurie Hurst, CAO

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.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises legally described as:

Parcel Identifier: 029-349-311, LOT 1, SECTION 11, SUBURBAN LOT 40, Esquimalt District, PLAN EPP32782

(the "**Lands**");

- B. The Grantee is the Township of Esquimalt;
- C. The Grantor has agreed to develop the Lands in accordance with a Phased Development Agreement herein described;

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 as follows:

1. In this Covenant the following terms have the following meanings:
 - (a) "**Development**" means the Development of the Lands contemplated by the Phased Development Agreement and includes an activity that alters the Lands or any vegetation on the Lands in preparation for or in connection with the installation on the Lands of buildings, improvements, works or services, including without limitation, a highway;
 - (b) "**Grantor**" means ARAGON ESQUIMALT TC PROPERTIES LTD. (INC. NO. BC1068481);
 - (c) "**Grantee**" means the CORPORATION OF THE TOWNSHIP OF ESQUIMALT;
 - (d) "**Lands**" has the meaning described in paragraph A of the preamble;
 - (e) "**Land Title Act**" means the Land Title Act, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;
 - (f) "**Phased Development Agreement**" means the Phased Development Agreement between the Grantor and the Grantee dated for reference October 16th, 2017;

- (g) **“Strata Property Act”** means the Strata Property Act, SBC 1998, c 43 and amendments thereto and re-enactments thereof;
2. The Grantor covenants with the Grantee pursuant to section 219 of the Land Title Act that it will construct and cause to be constructed any building or structure on the Lands in accordance with the Phased Development Agreement and the Development permit issued in respect of the Lands under No. DP000075.
 3. If the Grantor is in breach of an obligation under the Phased Development Agreement, or the Grantee terminates the Phased Development Agreement as a result of a breach of the Phased Development Agreement by the Grantor, the Grantor covenants that it will not further subdivide the Lands, under the Land Title Act or the Strata Property Act or Regulations under those Acts without the consent of the Grantee.
 4. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Land Title Office pursuant to section 219 of the Land Title Act. Notwithstanding the foregoing, the Grantee agrees to discharge this Agreement from title to the Lands (or the applicable portion thereof) forthwith upon the issuance by the Grantee of an occupancy permit in respect of any building constructed on the Lands (or the applicable portion thereof).
 5. 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 Lands 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.
 6. 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 Lands as if the Agreement had not been executed and delivered by the Grantor.
 7. 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 breach of this Agreement by the Grantor or a party for whom the Grantor is at responsible at law.
 8. 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 Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury, including economic loss, to his person or property, that arises out of the breach of this Agreement by the Grantor or a party for whom the Grantor is at responsible at law.

9. 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.
10. This Agreement shall be registered as a first charge against the Lands 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.
11. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.
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. Notwithstanding the foregoing, it is understood and agreed by the Grantee that this Agreement shall only be binding upon the Grantor as personal covenants during the period of its ownership of the Lands.
13. 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.
14. 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.
15. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
16. Time is of the essence of this Agreement.
17. 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.
18. This Agreement represents the entire agreement between the Grantee and the Grantor regarding the matters set out in this Agreement, and supersedes all prior agreements, letters of intent, or understandings about those matters.

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 and 2) attached hereto.