

DECLARATION(S) ATTACHED



Land Title Act
Charge
 General Instrument – Part 1

VICTORIA LAND TITLE OFFICE
 DEC 01 2021 13:01:29.001
CA9549685

1. Application

Stewart McDannold Stuart
837 Burdett Avenue
2nd Floor
Victoria BC V8W 1B3
12503807744

File No.: 111 1908 HB-ce

2. Description of Land

| PID/Plan Number | Legal Description |
|--------------------|--|
| 009-592-423 | PARCEL A (DD 143426I) OF SECTION 97, RENFREW DISTRICT, EXCEPT THAT PART IN PLANS 15462, VIP77871 AND EPP24972 |
| 009-565-787 | THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 36 TOWNSHIP 13 RENFREW DISTRICT EXCEPT THOSE PARTS IN PLANS 5109, 24267 AND 24755 |
| 000-468-291 | THE EASTERLY 1/2 OF THE NORTH WEST 1/4 OF SECTION 36 TOWNSHIP 13 RENFREW DISTRICT EXCEPT THAT PART SHOWN COLOURED RED ON PLAN 346-R AND EXCEPT THOSE PARTS IN PLANS 22475, 24267, 24755, 29515, 41154, 50819 AND VIP59967 |
| 009-565-752 | THE NORTH EAST 1/4 OF SECTION 36 TOWNSHIP 13 RENFREW DISTRICT |

3. Nature of Interest

| Type | Number | Additional Information |
|-----------------|--------|------------------------|
| COVENANT | | |

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PORT RENFREW MANAGEMENT LTD., NO.A0085412, AS TO 009-592-423

0983327 B.C. LTD., NO.BC0983327, AS TO 009-565-787

0983328 B.C. LTD., NO.BC0983328, AS TO 000-468-291

0983329 B.C. LTD., NO.BC0983329, AS TO 009-565-752

6. Transferee(s)

CAPITAL REGIONAL DISTRICT
625 FISGARD STREET
VICTORIA BC V8W 1R7

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

See Affidavit of Execution

YYYY-MM-DD

2021-10-24**Port Renfrew Management Ltd.**

As to 009-592-423

By their Authorized Signatory

Jason Brown**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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

See Affidavit of Execution

YYYY-MM-DD

2021-10-24**0983327 B.C. LTD.**

As to 009-565-787

By their Authorized Signatory

Jason Brown**Officer Certification**

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General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

See Affidavit of Execution

YYYY-MM-DD

2021-10-24**0983328 B.C. LTD.**

As to 000-468-291

By their Authorized Signatory

Jason Brown

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Execution Date

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See Affidavit of Execution

YYYY-MM-DD

2021-10-24**0983329 B.C. LTD.**

As to 009-565-752

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Jason Brown

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Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Jessica D.B. Arnet
Commissioner for Taking Affidavits
for British Columbia
 625 Fisgard Street
 Victoria BC V8W 1R7

YYYY-MM-DD

2021-11-26**Capital Regional District**

By their Authorized Signatory

Ted Robbins

Expiry: February 28, 2023

Officer Certification

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Land Title Act

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General Instrument – Part 1

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Heidi Eileen
Boudreau 5LNHAR****Digitally signed by
Heidi Eileen Boudreau
5LNHAR****Date: 2021-11-30
20:00:35 -08:00**

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of those lands and premises more particularly described as:

PID: 009-592-423

PARCEL A (DD 143426I) OF SECTION 97, RENFREW DISTRICT, EXCEPT THAT PART IN PLANS 15462, VIP77871 AND EPP24972

PID: 009-565-787

THE WEST $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 13, RENFREW DISTRICT EXCEPT THOSE PARTS IN PLANS 519, 24267 AND 24755

PID: 000-468-291

THE EASTERLY $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 13, RENFREW DISTRICT EXCEPT THAT PART SHOWN COLOURED RED ON PLAN 346-R AND EXCEPT THOSE PARTS IN PLANS 22475, 24267, 24755, 29515, 41154, 50819 AND VIP59967

PID: 009-565-752

THE NORTH EAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 13, RENFREW DISTRICT

(the "**Lands**").

- B. The Transferee is the Capital Regional District.
- C. The Transferor wishes that the Transferee extend the Water Service to include the Lands with the intention of developing the Lands to supply Single Family Equivalents located on the Lands with water.
- D. The Transferor acknowledges that it is in the public interest that the development and use of the Lands be limited and wishes to grant this covenant to the Transferee.
- 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 may be granted in favour of a regional district and may be registered as a charge against the title to that land.

NOW THEREFORE in consideration of the premises and covenants contained herein and for the other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree as follows:

1. In this Agreement, the following words have the following meanings:

"**Parent Parcel**" means the entirety of the lands as described in Recital A whether or not such Lands are subsequently subdivided or consolidated.

“Single Family Equivalent” means any building, improvement or structure on the Lands that are supplied with water by the Water Service.

“Single Family Equivalent Unit” means a residential dwelling unit or combination of dwelling units or other uses where the water usage for such unit does not exceed 1450 liters per day as specified in the latest Sewage System Standard Practice Manual prepared by the BC Onsite Sewage Association, to be verified by the installation of a water meter at the property line for each parcel serviced by the Water Service.

“Water Service” means the local area service for the supply, treatment, conveyance, storage and distribution of water to a portion of the Juan de Fuca Electoral Area by Capital Regional District Integrated Water Services as established by the *“Port Renfrew Water Supply Local Service Establishment Bylaw No. 1, 1989”*, as amended, from time to time.

2. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the Lands or any building on the Lands for any purpose, or construct any building on the Lands, except in strict accordance with this Agreement.
3. If the Lands are included in the Water Service, the Transferor shall not, nor shall it allow any person to construct, install, place, use, or occupy any building, structure or improvement on the Lands if such construction, installation, use or occupation results in there being more than 40 Single Family Equivalent Units connected to the Water Service on the Parent Parcel, including any subdivided part of the Lands unless the Transferor has obtained the approval of the Transferee, which approval may be withheld in the Transferee's sole discretion, acting reasonably, should there be insufficient water system capacity availability in the Water Service.
4. The Transferee shall not be obliged to issue a building permit or an occupancy permit with respect to any building or structure on the Lands that will result in greater than 40 Single Family Equivalent Units connected to the Water Service on the Parent Parcel, unless the Transferee is, in its sole discretion, acting reasonably, satisfied that there is sufficient water system capacity availability in the Water Service.
5. The Transferor shall, at its sole expense, do all that is necessary to ensure that this Agreement is registered against the Lands at the Victoria Land Title Office.
6. The Transferor shall reimburse the Transferee for any expense that may be incurred by the Transferee as a result of a breach of a covenant under this Agreement.
7. The Transferee may, at any time, without the consent of the Transferor or anyone, release or cause to be released, this Agreement as a charge against title to the Lands or any portion thereof and, upon such release, this Agreement shall be discharged and of no further force and effect.
8. 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 Agreement against the 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.
9. 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 against the Transferee or 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;
 - b. the use of the Lands contemplated under this Agreement;
 - c. restrictions or requirements under this Agreement.
10. 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;
 - b. the use of the Lands contemplated under this Agreement;
 - c. restrictions or requirements under this Agreement.
11. 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.
12. 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.
13. Nothing in this Agreement shall relieve the Transferor from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands.
14. Time is of the essence of this Agreement.
15. 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.
16. 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 other than those contained in this Agreement.
17. The Transferor shall pay the legal fees of the Transferee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.

18. 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.
19. 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.
20. 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.
21. This Agreement shall run with the Lands and shall be perpetual, 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 as a first charge against the Lands.
22. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
23. 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.
24. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
25. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1-4) attached hereto.



I, Heidi Boudreau, a solicitor with Stewart McDannold Stuart, declare as follows:

Please find attached a copy of a true copy of the affidavit of John van Cuylenborg which was executed in accordance with s. 49 of the Land Title Act.

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Heidi Eileen
Boudreau 5LNHAR**

**Digitally signed by
Heidi Eileen Boudreau
5LNHAR
Date: 2021-11-30
20:00:58 -08:00**

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

AFFIDAVIT OF EXECUTION

I, JOHN VAN CUYLENBORG, Barrister & Solicitor, of 7th Floor, 1175 Douglas Street, Victoria, BC, V8W 2E1, in the Province of British Columbia, MAKE OATH AND SAY:

1. I am 16 years of age or older and am acquainted with the person named Jason Brown, who executed the Form C Covenant (the "instrument") for Port Renfrew Management Ltd., 0983327 B.C. Ltd., 0983328 B.C. Ltd. and 0983329 B.C. Ltd. (the "Transferors") who is authorized to do so by the Transferors.
2. I am acquainted with the signature of Jason Brown, through the use of video conferencing technology and believe that the signature subscribed to the instrument is the signature of the authorized signatory of the Transferors.
3. The Transferors existed at the time the instrument was executed and are legally entitled to hold and Dispose of land in British Columbia.
4. The signature of Jason Brown was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because due to the COVID-19 Pandemic, Jason Brown was not able to appear in person before an officer.
5. Jason Brown, the authorized signatory of the Transferors, was not physically present before me because it is medically unsafe to meet in person due to Covid-19 but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at Victoria,
Province of British Columbia on the 29th day of
October, 2021

A Commissioner for taking
Affidavits for British Columbia

RALSTON S. ALEXANDER, QC
Solicitor
7th Floor, 1175 Douglas Street
Victoria BC Canada V8W 2E1
Phone: 250-385-1411

John van Cuylenborg