

**TITLE SEARCH PRINT**

File Reference:

Declared Value \$572000

2020-06-04, 16:25:05

Requestor: Trevor Parkes

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

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA8163615

EV21551

**Application Received**

2020-04-29

**Application Entered**

2020-05-01

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

A.H. WINTER & SON CONSTRUCTION LTD., INC.NO. 0899153  
26 BASTION SQ THIRD FLOOR-BURNES HOUSE  
VICTORIA, BC  
V8W 1H9

**Taxation Authority**

Esquimalt, Corporation of the Township of

**Description of Land**

Parcel Identifier:

003-446-093

Legal Description:

LOT C SECTION 11 ESQUIMALT DISTRICT PLAN 21636

**Legal Notations**

HERETO IS ANNEXED EASEMENT ET138794 OVER PART OF LOT B, PLAN 25788  
SHOWN ON PLAN VIP74588

**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 289 OS  
SECTION 172(3)

Nature:

EASEMENT

Registration Number:

ET138795

Registration Date and Time:

2002-12-10 13:14

Remarks:

PART IN PLAN VIP74588;  
APPURTENANT TO LOT B, PLAN 25788

**TITLE SEARCH PRINT**

2020-06-04, 16:25:05

File Reference:

Requestor: Trevor Parkes

Declared Value \$572000

Nature:

COVENANT

Registration Number:

CA8188697

Registration Date and Time:

2020-05-14 09:08

Registered Owner:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Remarks:

INTER ALIA  
RESTRICTS DEALINGS**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE

**TITLE SEARCH PRINT**

2020-06-04, 16:29:47

File Reference:

Requestor: Trevor Parkes

Declared Value \$501700

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

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA5723431

EE59632

**Application Received**

2016-12-19

**Application Entered**

2017-01-03

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

LAZY R/H RANCH LTD.  
6890 MARK LANE  
VICTORIA, BC  
V9E 2A1**Taxation Authority**

Esquimalt, Corporation of the Township of

**Description of Land**

Parcel Identifier:

003-446-395

Legal Description:

LOT D, SECTION 11, ESQUIMALT DISTRICT, PLAN 21636

**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  
SECTION 172(3)  
DD 289 OS

Nature:

COVENANT

Registration Number:

CA8188697

Registration Date and Time:

2020-05-14 09:08

Registered Owner:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Remarks:

INTER ALIA  
RESTRICTS DEALINGS

**TITLE SEARCH PRINT**

File Reference:

Declared Value \$501700

2020-06-04, 16:29:47

Requestor: Trevor Parkes

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

## VICTORIA LAND TITLE OFFICE

## DECLARATION(S) ATTACHED

CA8188697

LAND TITLE ACT  
FORM C (Section 233) CHARGE

May-14-2020 09:08:08.001

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 13 PAGES

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.

Jordan Richard  
Murray Helm  
U1J8SC

Digitally signed by Jordan  
Richard Murray Helm  
U1J8SC  
Date: 2020.05.14 09:06:53  
-07'00'

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

Jordan R. Helm

Barrister &amp; Solicitor

3363 Perimeter Close

Victoria

BC V9C 4J6

File Number: 1087-00016

Tel: 250-588-4356

Fax: 250-483-1950

Document Fees: \$74.87

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

**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):

**SEE SCHEDULE**

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

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

1229 ESQUIMALT ROAD

ESQUIMALT

BRITISH COLUMBIA

V9A 3P1

CANADA

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)

Karl Maier

Lawyer and Notary

Beacon Law Centre

140-4392 West Saanich Road

Victoria, BC V8Z 3E9

Execution Date

Y	M	D
20	04	14

Transferor(s) Signature(s)

LAZY R/H RANCH LTD., by its  
authorized signatory(ies):

Name: Robin B. Harris

Name:  
(as to PID 003-446-395)

## 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 13 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
 Jordan R. Helm  
 Barrister & Solicitor  
 3363 Perimeter Close  
 Victoria, BC V9C 4J6  
 Tel: (250) 588-4356

(As to both Signatures)

\_\_\_\_\_

\_\_\_\_\_

Y	M	D
20	04	20

A.H. WINTER & SON  
 CONSTRUCTION LTD., by its  
 authorized signatories:

\_\_\_\_\_  
 ARTHUR GEORGE WINTER

\_\_\_\_\_  
 DAVID ROBERT WINTER  
 (as to PID 003-446-093)

\_\_\_\_\_

\_\_\_\_\_

**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 3 of 13 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Rachel Dumas

Commissioner for Taking Affidavits in British Columbia

Corporate Officer  
Corporation of the Township of  
Esquimalt 1229 Esquimalt Rd,  
Esquimalt, BC V9A 3P1

Y	M	D
20	05	12

CORPORATION OF THE TOWNSHIP  
OF ESQUIMALT, by its authorized  
signatory(ies):\_\_\_\_\_  
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.

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 4 OF 13 PAGES

---

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

**003-446-395 LOT D SECTION 11 ESQUIMALT DISTRICT PLAN 21636**

STC? YES ☐

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

**003-446-093 LOT C SECTION 11 ESQUIMALT DISTRICT PLAN 21636**

STC? YES ☐

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

STC? YES ☐



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 13 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):**

LAZY R/H RANCH LTD., a company incorporated in Alberta, Canada

(Registered Owner of the lands with PID 003-446-395, and with legal description of Lot D, Section 11, Esquimalt District, Plan 21636)

A.H. WINTER & SON CONSTRUCTION LTD., (Inc. No. BC0899153)

(Registered Owner of the lands with PID 003-446-093, and with legal description of Lot C, Section 11, Esquimalt District, Plan 21636)

## TERMS OF INSTRUMENT - PART 2

**S.219 COVENANT****RECITALS:**

- A. The Transferors (collectively "**Owners**") are the registered owners in fee-simple of the following lands in the Township of Esquimalt in the Province of British Columbia:

**A.H. Winter & Son Construction Ltd.** as owner of **916 Old Esquimalt Road**, with a legal description of:

PID: 003-446-093

Lot C, Section 11, Esquimalt District, Plan 21636

**Lazy R/H Ranch Ltd.** as owner of **920 Old Esquimalt Road**, with a legal description of:

PID: 003-446-395

Lot D, Section 11, Esquimalt District, Plan 21636

(collectively the "**Lands**").

- B. The Transferee is the Township of Esquimalt ("**Transferee**" or "**Township**").
- C. The Owners have submitted an application to the Township to rezone the Lands to Comprehensive Development District No. 115 (916 and 920 Old Esquimalt Road) CD No. 115 further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2948 (the "**Amendment Bylaw**") to authorize the development of five (5) single family residential dwellings with one dwelling on each of five (5) new lots to be created by subdivision (the "**Development**"), and acknowledging that the amenities and the restrictions contained herein are in the public interest, the Owners have offered and voluntarily provided this covenant to the Township, and the Township has accepted this covenant and required its registration as a condition of the Amendment Bylaw (the "**Agreement**").
- D. Section 219 of the *Land Title Act* gives authority for a covenant and indemnity, whether of a negative or positive nature, to be registered against the Lands and granted in favour of the Township with provisions:
- 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 built on or subdivided except in accordance with the covenant;
  - that land is not to be used, built on or subdivided;
  - that parcels of land designated in the covenant and registered under one or more indefeasible titles are not to be sold or otherwise transferred separately; and
  - that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

**NOW THEREFORE** in consideration of the payment of the sum of \$10.00 by the Township to

the Owners (receipt and sufficiency acknowledged), the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the parties covenant and agree as to the following, including under Section 219 of the *Land Title Act*:

1. The Owners and Township agree that this Agreement shall be interpreted in accordance with the definitions in the Township's zoning bylaw, as amended from time to time.

**Restrictions and Requirements – Subdivision for 5 SFR with No Secondary Suites**

2. Notwithstanding broader or greater uses, density or other regulations in the Township's zoning bylaw, as amended from time to time, the Owners covenant and agree that the Lands must not be:
  - (a) subdivided (including under the *Strata Property Act*), except for five (5) single family residential lots in general compliance with Strata Plan EPS6543, prepared by Scott T. Pearse of Powell & Associates B.C. Land Surveyors and date-stamped "received" by the Township on January 16, 2020, a copy of which is appended to this Covenant as Schedule 'A';
  - (b) built upon or used, except for the Development as presented with the Amendment Bylaw (subject to such variations permitted through the Development Permit process);
  - (c) built upon or used for more than five (5) dwelling units.
3. For greater certainty, the Owners covenant and agree that they will at no time allow or permit the creation of additional, or secondary, suites within any dwelling units or otherwise on the Lands.
4. The Owners further covenant and agree that the two (2) parcels that comprise the Lands must not be sold or otherwise transferred separately. This provision is only in effect until the subdivision that implements the proposed Development has occurred.

**Restrictions and Requirements - Fire Hydrant**

5. The Lands must not be built upon, subdivided (including under the *Strata Property Act*), or used, and the Owners will not be entitled to apply for, and will not apply for, building permits in respect of the development, unless and until the Owners have, at their sole cost, installed one (1) fire hydrant and related piping and appurtenances (relocating, or removing and replacing, the existing hydrant immediately adjacent to the Lands along Old Esquimalt Road) to a proximate location reasonably satisfactory to the Township's Fire Chief (the "**Fire Hydrant Work**"). The Owners may make alternate arrangements for undertaking of the Fire Hydrant Work provided that:
  - (a) the Owners remain solely responsible for the costs, and
  - (b) the Owners have received written approval of the alternate arrangement from both Township Staff and City of Victoria Staff before implementation of the alternate arrangements.

**Restrictions and Requirements – Transit Passes**

6. The Owners further covenant and agree to provide a one-year BC Transit bus pass for the Victoria Regional Transit System (each a “**Transit Pass**”) to each new property purchaser of a dwelling unit in the development in accordance with the following:
- (a) the Owners will only be required to provide a maximum of five (5) Transit Passes, one Transit Pass per dwelling unit; and
  - (b) the Owners further covenant and agree that the Lands must not be built upon, subdivided (including under the *Strata Property Act*), or used for residential purposes, and the Owners will not be entitled to apply for, and will not apply for, building permits in respect of the Development unless and until the Owners have:
    - (i) provided the required funds in the amount of Five Thousand Dollars (\$5,000) (the “**Transit Pass Funds**”) to BC Transit to fund the five (5) Transit Passes;
    - (ii) provided the Township with written confirmation from BC Transit which states that:
      - 1. BC Transit is in possession of the Transit Pass Funds,
      - 2. the Transit Pass Funds are non-refundable to the Owners, unless BC Transit receives written approval of Township Staff to release the funds to the Owners,
      - 3. upon notification from the Owners that the dwelling units have been purchased and occupied, BC Transit will:
        - a. issue a Transit Pass for a registered owner of each of the five (5) dwelling units, or their designate,, and
        - b. deliver the issued Transit Passes to the Owners so that the Owners can deliver the Transit Passes to the registered owners of the 5 dwelling units or their designates; and
  - (c) The Owners further covenant and agree to deliver the Transit Passes to the registered owners of the 5 dwelling units, or their designates, upon receipt of the Transit Passes from BC Transit.

**Restrictions and Requirements – EV Charging Stations**

7. The Owners covenant and agree that the Lands must not be built upon, used or continue to be used, unless the Owners have provided, at their sole cost and without expectation of compensation from the Township, and continue to provide vehicular parking spaces and facilities on the Lands, in accordance with all of the following conditions (in addition to, and not in relief of, the Township’s bylaws and development approvals):
- (a) no fewer than five (5) vehicular parking spaces must be provided, one for each

dwelling unit; and

- (b) each of the five (5) vehicular parking spaces must be wired for (240V, AC plug with a dedicated 40 amp circuit) and supplied with a Level 2 electric vehicle charging station.

### **Restrictions and Requirements – BC Energy Step Code**

- 8. The Owners covenant and agree that the Lands must not be built upon except with buildings that meet or exceed the standards and requirements of BC Energy Step Code, Step 1 and the Township's bylaws.

### **Indemnity and Release**

- 9. The Owners covenant and agree to indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the Township or which the Township incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
- 10. The Owners release and forever discharge the Township of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Owners can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
- 11. Without limiting the above release and indemnity, the Owners acknowledge that this Agreement may be interpreted to contain conditions, restrictions, requirements, benefits or gifts that may not be specifically identified or required by law, although consistent with the Township's Official Community Plan and zoning bylaw. The Owners hereby express their intention to be solely responsible for the costs resulting from satisfying the conditions of this Agreement. The Owners further release, waive and forever discharge the Township from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages or losses, for the recovery of the contributions or costs incurred, including legal expenses, or for unjust enrichment, in connection with the provision of those contributions.
- 12. The release and indemnity provisions of this Agreement survive its termination.

### **Registration**

- 13. The restrictions and requirements in this Agreement are covenants running with the Lands in favour of the Township and intended to be perpetual, and shall continue to bind all of the Lands when subdivided.
- 14. At the Owners' sole cost, the Owners must do everything necessary to secure priority of registration and interest for this Agreement over all encumbrances of a financial nature

on the Lands.

15. The Owners agree to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement. However, the Township acknowledges that if the Amendment Bylaw is not adopted by the Township by July 1, 2020, and the related Development applications are abandoned, then this Agreement shall be discharged from the Lands.
16. The Owners, as a personal covenant between the parties, agree to pay the reasonable legal fees and land title office costs of the Township in connection with the preparation and registration of this Agreement.

### General

17. The Township and the Owners agree that this Agreement shall be interpreted in accordance with the definitions in the Township's zoning bylaw, as amended from time to time.
18. The Owners covenant and agree for themselves, their heirs, executors, successors and assigns, that they will at all times perform and observe the requirements and restrictions set out in this Agreement.
19. It is mutually understood, acknowledged and agreed by the parties that the Township has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owners other than those contained in this Agreement.
20. The Owners acknowledge that the Township does not represent to the Owners or to any other person that any future application for subdivision of the Lands by the Owners will be approved.
21. Nothing contained or implied in this Agreement:
  - (a) prejudices or affects the rights, powers or discretion of the Township 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 Owners;
  - (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
  - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
22. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.
23. The Owners covenant and agree that the Township may withhold development permits, building permits and other approvals related to the use, building or

subdivision of land as necessary to ensure compliance with the covenants in this Agreement, and that the issuance of a permit or approval does not act as a representation or warranty by the Township that the covenants of this Agreement have been satisfied.

24. The Owners covenant and agree that:
- (a) if the Township advises of a breach of this Agreement, as determined in its reasonable discretion, the Owners must promptly remedy that breach at their sole cost;
  - (b) if the Owners have not remedied the breach to the reasonable satisfaction of the Township within thirty (30) days of notice or other longer time period specified by the Township, the Township may, but is under no obligation to, remove or rectify the breach at the expense of the Owners without further notice; and
  - (c) any costs to the Township of such removal or rectification is a debt due from the Owners to the Township together with interest at a rate of 1% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and:
    - (i) the Owners shall pay such costs and interest to the Township forthwith upon demand; and
    - (ii) failing payment, the Township may add such costs to property taxes for the Lands.
25. 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. The Owners agree that the Township is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach of this Agreement by the Owners.
26. 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 is effective unless it is written and signed by both parties.
27. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
28. The Owners acknowledge having received legal advice prior to executing this Agreement, and the Owners agree that they fully and completely understand this Agreement and its impact on the Lands.
29. Any notice required or permitted to be given in connection with this Agreement will be in writing and delivered personally or sent by prepaid express mail to the applicable addresses set out above. If notice is delivered personally, it will be considered given when delivered. If notice is mailed, it will be considered given five days after mailing by deposit at a Canada Post mailing point or office. A party may only change their address for delivery under this section by notice to the other party in accordance with

this section.

30. Whenever the plural, singular, masculine or neuter is used herein, the same shall be construed as including the plural, singular, feminine, body corporate or politic unless the context requires otherwise.
31. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
32. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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



Sheet 1 of 1

# STRATA PLAN EPS6543

## PRELIMINARY

**Legend**

Intersect Survey Area for 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 8

**LAND TITLE ACT  
FORM DECLARATION****Related Document Number: CA8188697**

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that 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.

Jordan Richard Murray Helm U1J8SC	Digitally signed by Jordan Richard Murray Helm U1J8SC Date: 2020.06.01 14:07:22 -07'00'
---	---

1. Attached to this Declaration is a Certificate of Status issued by the Province of Alberta. It certifies that Lazy R/H Ranch Ltd. was formed by amalgamation on May 31, 2008, and that it was was a valid and subsisting corporation as at May 26, 2020. It follows that Lazy R/H Ranch Ltd. was a valid and subsisting corporation as at the date of execution of document number CA8188697 (the "Document").
2. The Document, at paragraph 2(a) of the Terms of Instrument, makes reference to Strata Plan EPS6543, but this plan has not yet been submitted to the Land Title Office. As such, the reference to "Strata Plan EPS6543" in paragraph 2(a) should be deleted and replaced with the words "the Sketch Plan".
3. The Document, in Schedule A to the Terms of Instrument, again makes reference to Strata Plan EPS6543. Schedule A of the Document should be deleted in full and replaced with the amended Schedule A attached to this Declaration.
4. I confirm that I have received consent from all of the parties to the Document to make the changes contained in this Declaration.

**NOTE:**

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

**Fee Collected for Document: \$14.20**

Display Certificates

Page 1 of 1

**Government  
of Alberta** ■

Corporate Access Number

2014046433

## CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE  
REGISTRY

LAZY R/H RANCH LTD.  
FORMED BY AMALGAMATION IN ALBERTA ON 2008/05/31  
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2020/05/26



