

## VICTORIA LAND TITLE OFFICE

Feb-26-2014 15:42:06.001

DECLARATION(S) ATTACHED  
CA3608095 CA3608096LAND TITLE ACT  
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 13 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.

Keyvan  
Shojania  
N4RVB7

Digitally signed by Keyvan Shojania  
N4RVB7  
DN: c=CA, ou=Keyvan Shojania  
N4RVB7, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=N4RVB7  
Date: 2014.02.26 15:37:52 -0800

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

INFINITY LAW

BARRISTERS &amp; SOLICITORS

200 - 931 FORT STREET

VICTORIA

BC V8V 3K3

250 385 6004

File No: 12788-1

FITZPATRICK (MONIMOS EQUITIES)

Document Fees: \$147.00

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

**SEE SCHEDULE**

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))

**THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

1229 ESQUIMALT ROAD

VICTORIA

V9A 3P1

BRITISH COLUMBIA

CANADA

Incorporation No

0000

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)

CRISPIAN D. STARKEY

Barrister &amp; Solicitor

1248 Esquimalt Road

Victoria, BC V9A 3N8

(as to both signatures)

Execution Date

Y

M

D

14

02

24

Transferor(s) Signature(s)

ROYAL CANADIAN LEGION,  
BRANCH NO. 172 by its authorized  
signatory(ies):

Name: DOUGLAS JAMES GRANT

Name: BERNARD DANIEL  
HAVELOCK MACLEAN

## 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)
	Y	M	D	
<div>IAN D. HALL</div> <div>Barrister &amp; Solicitor</div> <div>30 - 1681 CHESTNUT STREET</div> <div>VANCOUVER, BC V6J 4M6</div>	14	02	14	<div>JOHN LECOMTE</div> <div>(as to priority only)</div>
<div>ANJA NURVO</div> <div>Commissioner for Taking Affidavits in BC</div> <div>1229 ESQUIMALT ROAD</div> <div>ESQUIMALT, BC V9A 3P1</div>	14	02	14	<div>THE CORPORATION OF THE</div> <div>TOWNSHIP OF ESQUIMALT by its</div> <div>authorized signatory(ies):</div> <div>Name: BARBARA DESJARDINS</div> <div>Name: LAURIE HURST</div>

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.

FORM\_E\_V19

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 13 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
006-390-897	LOT 155, SUBURBAN LOT 43, ESQUIMALT DISTRICT, PLAN 2854
006-386-865	LOT 156, SUBURBAN LOT 43, ESQUIMALT DISTRICT, PLAN 2854
006-386-881	LOT 157, SUBURBAN LOT 43, ESQUIMALT DISTRICT, PLAN 2854
006-387-098	LOT 158, SUBURBAN LOT 43, ESQUIMALT DIST, PLAN 2854, EXCEPT PART IN RED ON PLAN 312 BL

LAND TITLE ACT  
FORM E

SCHEDULEPAGE 4 OF 13 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Document Reference Page 12 Granting the Restrictive Covenant herein priority over _____ and _____ Person Entitled to Interest: Transferee

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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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):

ROYAL CANADIAN LEGION, BRANCH NO. 172  
(Registered Owners)

JOHN LECOMTE, BUSINESSMAN,  
of 1171 - 20th Street, West Vancouver, BC V7V 3Z4  
(Priority Agreement only for Mortgage and Assignment of Rents)

## TERMS OF INSTRUMENT - PART 2

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**RECITALS:**

- A. The Transferor is the registered owner in fee-simple of those lands with a current civic address of 622 Admirals Road, more particularly described in Item #3 of Form C, in the Township of Esquimalt in Province of British Columbia, namely:

PID: 006-390-897

Lot 155, Suburban Lot 43, Esquimalt District, Plan 2854;

PID: 006-386-865

Lot 156, Suburban Lot 43, Esquimalt District, Plan 2854;

PID: 006-386-881

Lot 157, Suburban Lot 43, Esquimalt District, Plan 2854; and

PID: 006-387-098

Lot 158, Suburban Lot 43, Esquimalt District, Plan 2854, Except Part in Red on Plan 312 BL

(collectively the “**Lands**”).

- B. The Transferee is the Township of Esquimalt (“**Transferee**” or “**Township**”).
- C. The Transferor has submitted an application to the Township to rezone the Lands from C-3 [Core Commercial] to CD No. 82 [Comprehensive Development District No. 82] further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW [NO. 207], 2013, NO. 2798 (“**Rezoning Bylaw**”), and acknowledging that it is in the public interest that the use and development of the Lands be limited, in particular given:
- (a) the intent to consolidate the Lands prior to development and dedicate a portion as road,
  - (b) the intent to use the Lands consistently with a housing agreement under the provisions of section 905 of the Local Government Act (a copy of which is on file at the Township’s Municipal Hall), and
  - (c) the Transferor’s commitment to build in accordance with the Township’s “Green Building Checklist” (the clauses in this Covenant reflective of the Checklist completed by the Transferor for the proposed development, a copy of which is on file at the Township’s Municipal Hall),

the Transferor has volunteered and wishes to grant this covenant to the Transferee, and the Transferee has accepted this covenant and required its registration as a condition of rezoning (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 Transferee 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; and
  - 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.

**NOW THEREFORE** in consideration of the payment of the sum of \$10.00 by the Transferee to the Transferor (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:

**Restrictions and Requirements – Consolidation, Dedication & Future Subdivision**

1. Notwithstanding broader or greater uses, density or other regulations in the Transferee's zoning bylaw, the Transferor covenants and agrees the Lands must not be:
  - (a) subdivided (including under the Strata Property Act),
  - (b) further built upon, or
  - (c) used for any use other than continuation of the uses existing at the time of registration of this agreement,until the Transferor has, at its sole cost and without expectation of compensation from the Transferee, satisfied all of the following conditions:
  - (i) the four parcels that comprise the Lands are consolidated as one; and
  - (ii) approximately 217 square metres across the frontage of the Lands (3.2 metres in width at the north portion of the boundary) is dedicated as road, generally as shown on the Site Plan prepared by James Worton and dated January 9, 2013, a copy of which is attached as Schedule "A" to this Agreement.
2. The Transferor further covenants and agrees that the parcels that comprise the Lands must not be sold or transferred separately from one another until the conditions of paragraph 1 of this Agreement are satisfied. For certainty, this restriction on alienation does not apply once the Lands are consolidated and further subdivided following consolidation.
3. Once consolidated, the Transferor covenants and agrees that the Lands, or any building on the Lands, may not be further subdivided (including under the Strata Property Act) unless to create four strata lots corresponding generally with the following, including uses, units, parking and open space allocated for and on the respective strata lots:

- (a) Proposed Strata Lot A – Commercial Uses;
- (b) Proposed Strata Lot B – Legion Facility (club house)
- (c) Proposed Strata Lot C – 12 non-profit Legion Veteran Senior Housing Units; and
- (d) Proposed Strata Lot D – 140 (1 and 2 bedroom) Senior Independent Living Units, and one guest suite on the main level;

such terms to be interpreted consistently with Township Bylaws. And for greater certainty, the Transferor covenants and agrees that individual non-commercial uses (including units and parking spaces) may not be further subdivided (including under the Strata Property Act).

### **Restrictions and Requirements – Green Building, Landscaping and Use**

4. The Transferor covenants and agrees the Lands must not be built upon or used except in compliance with the following ongoing requirements and restrictions:

#### **Green Building Standards**

- (a) Building to achieve a standard equivalent to LEED® Silver;
- (b) Building to incorporate use of high-performance building envelope materials, rainscreen siding, durable interior finish materials and safe to re-use materials;
- (c) Building to incorporate use of materials which have a recycled content (e.g. roofing materials, interior doors, ceramic tiles and carpets);

#### **Water Management**

- (d) Building to exceed BC Building Code requirements for public lavatory faucets and have automatic shut offs;
- (e) Building and use of Lands to eliminate or reduce inflow and infiltration between storm water and sewer pipes;
- (f) Building and use of Lands to incorporate oil interceptors to mitigate surface pollution into storm drains;
- (g) No less than 7% of the Lands to remain and be maintained as naturally permeable surfaces;

#### **Natural Features and Landscaping**

- (h) No less than 27 new trees will be planted on the Lands prior to use in accordance with the Rezoning Bylaw, and perpetually maintained, including replaced;



- (i) New landscaped areas to incorporate plant species native to southern Vancouver Island, including xeriscaping (i.e. the use of drought tolerant plants) to be utilized in dry areas;
- (j) Irrigation systems installed must include high-efficiency features such as drip irrigation and 'smart' controls;

**Energy Efficiency**

- (k) Building to incorporate use of passive solar design principles for space heating and cooling or planned for natural day lighting;
- (l) No less than 60% of interior space within buildings to be illuminated by sunlight;
- (m) Building to incorporate wall mounted photovoltaic panels to convert solar energy to electricity;
- (n) Building to incorporate only Energy Star® certified appliances;
- (o) Each unit within the building to incorporate unit controls over thermal, ventilation and light levels;
- (p) Outdoor areas and underground parking areas must have automatic lighting (e.g. motion sensors or time set);

**Air quality**

- (q) Building ventilation systems must be protected from contamination during construction and certified clean post construction;
- (r) Building to incorporate use of natural, non-toxic water soluble and low-VOC [volatile organic compound] paints, finishes and other products;
- (s) Building windows must be able to be opened by occupants;
- (t) Building fresh air intakes must be located away from air pollution sources;

**Solid Waste**

- (u) Demolition of existing building and structure to include recycling of materials;
- (v) Construction of new building and structure to include recycling of materials;
- (w) Building and use of Lands to incorporate enhanced waste diversion facilities, (e.g. on-site recycling for cardboard, bottles, cans and other recyclables; on-site composting);
- (x) Commercial uses on the Lands to provide waste and recycling receptacles for customers;

**Green Mobility**

- (y) Pedestrian lighting must be provided in the pathways through parking and landscaped areas and at the entrances to building[s] on the Lands;
  - (z) Commercial development on the Lands to incorporate safe pedestrian paths through the parking areas and across vehicles accesses;
  - (aa) Building and development of the Lands to incorporate access for those with assisted mobility devices;
  - (bb) Building and development of the Lands to incorporate accessible bike racks at the main entrance to the building for use by visitors;
  - (cc) No less than three (3) plug-ins for electrical vehicles to be provided on the Lands for use by residents or employees of businesses on the Lands.
5. Prior to occupancy or use of any units on the Lands, the Transferor further covenants and agrees to provide, at its sole cost, to the Township the report of an independent professional identifying the specifics of how each of the requirements and restrictions in this Agreement have been satisfied.

**Indemnity and Release**

6. The Transferor covenants and agrees to indemnify and save harmless the Transferee 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 Transferee or which the Transferee 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.
7. The Transferor releases and forever discharges the Transferee 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 Transferor can or may have against the Transferee 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.

**Registration**

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

10. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement. However, the Transferee acknowledges that if the Rezoning Bylaw is not adopted, then this Agreement shall be discharged from the Lands.
11. The Transferor, as a personal covenant between the parties, agrees to pay the legal fees and land title office costs of the Transferee in connection with the preparation and registration of this Agreement.

### **General**

12. 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.
13. It is mutually understood, acknowledged and agreed by the parties 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.
14. Nothing contained or implied in this Agreement:
  - (a) prejudices or affects the rights, powers or discretion 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;
  - (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 Transferee with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
15. The Transferor covenants and agrees that the Transferee 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 Transferee that the covenants of this Agreement have been satisfied.
16. The Transferor covenants and agrees that:
  - (a) if the Transferee advises of a breach of this Agreement, as determined in its reasonable discretion, the Transferor must promptly remedy that breach at its sole cost;

- (b) if the Transferor has not remedied the breach to the reasonable satisfaction of the Transferee within fifteen (15) days of notice or other time longer period specified by the Transferee, the Transferee may, but is under no obligation to, remove or rectify the breach at the expense of the Transferor without further notice; and
  - (c) any costs to the Transferee of such removal or rectification is a debt due from the Transferor to the Transferee together with interest at a rate of 3% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and:
    - (i) the Transferor shall pay such costs and interest to the Transferee forthwith upon demand; and
    - (ii) failing payment, the Transferee may add such costs to property taxes for the Lands.
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 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.
19. 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.
20. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**Priority**

21. JOHN LECOMTE (the "**Chargeholder**") is the registered holder of a charge by way of MORTGAGE and ASSIGNMENT OF RENTS against each of parcels that comprise the Lands, registered under No. CA3591224 and CA3591225 respectively (the "**Charges**"), agrees with the Transferee, in consideration of the sum of Ten Dollars (\$10.00) paid by the Transferee to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement shall be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached.

**LAND TITLE ACT  
FORM DECLARATION**Related Document Number: **CA3608095**

1393965486 PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Keyvan  
Shojania  
N4RVB7**

Digitally signed by Keyvan Shojania  
N4RVB7  
DN: c=CA, cn=Keyvan Shojania  
N4RVB7, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=N4RVB7  
Date: 2014.03.04 12:38:44 -08'00'

I, KEYVAN SHOJANIA, DECLARE THAT:

1. The restrictive covenant submitted for registration under number CA3608095 (the "Covenant") had the wrong schedule "A" attached to it.
2. I give authority to the Land Title office to remove page 13, schedule "A", of attached to the Covenant and replace it with the attached schedule "A".
3. I confirm that we have obtained the consent of the affected party(ies) and have amended our copies of the Covenant.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION.

Dated this 4th day of March, 2014.

\_\_\_\_\_  
KEYVAN SHOJANIA

**NOTE:**

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

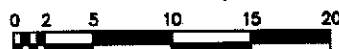
**Fee Collected for Document: \$0.00**

## SCHEDULE "A"

**BC LAND SURVEYORS SITE PLAN OF:****Civic: 622 Admirals Road**

**Lots 155 to 157, Suburban Lot 43, Plan 2854,  
and Lot 158 Suburban Lot 43, Plan 2854,  
except part in red on Plan 312 BL  
all in Esquimalt District**

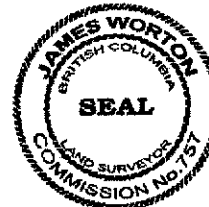
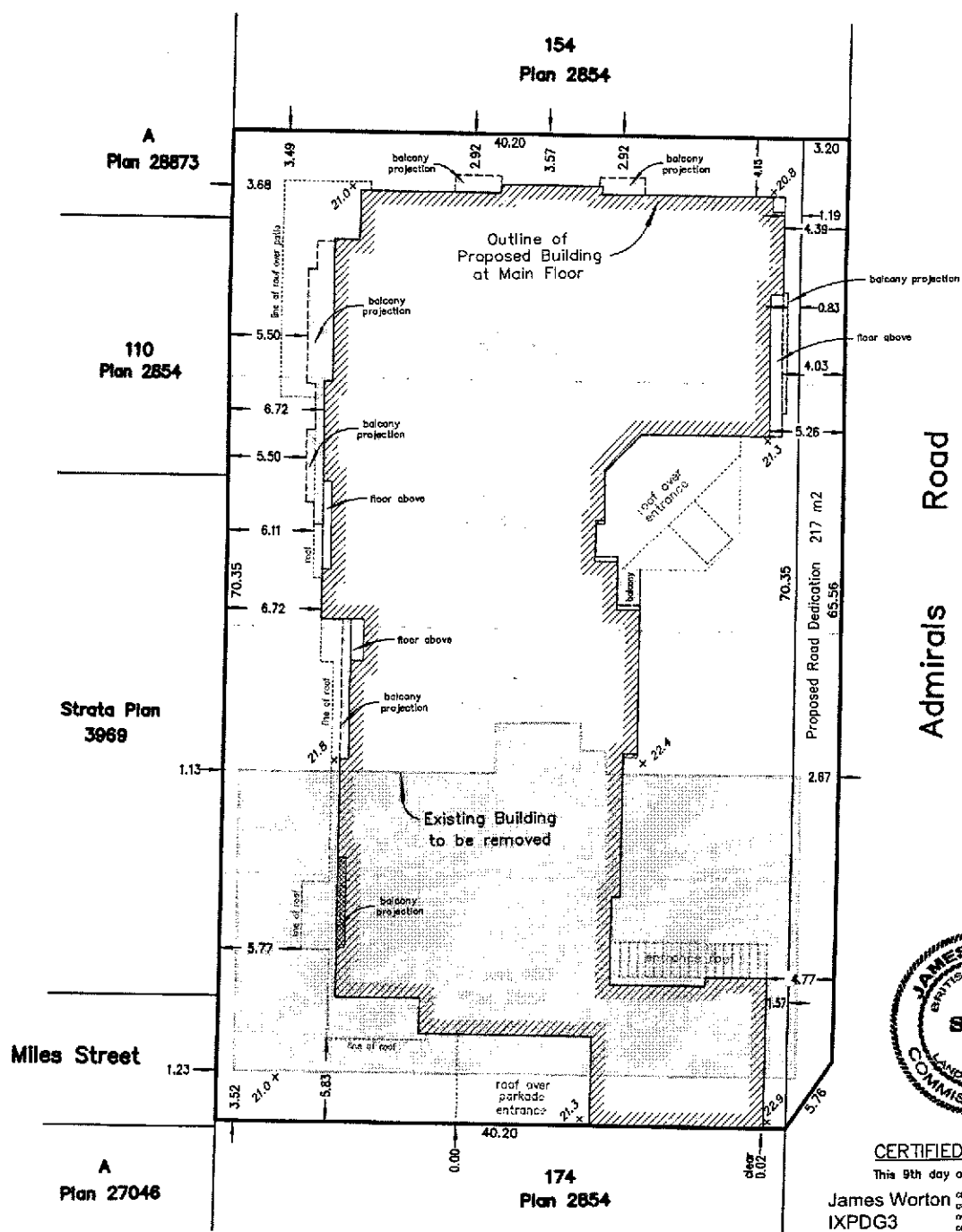
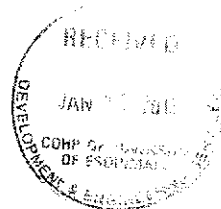
SCALE 1 : 300 (11x17 sheet)



All distances are shown in metres.

Total site area: 3045 m<sup>2</sup>Area after Road Dedication: 2828 m<sup>2</sup>Geodetic elevations, shown +<sup>00.0</sup> (in Meters)

File : 10349-19  
POWELL & ASSOCIATES  
B C Land Surveyors  
250-2950 Douglas Street  
Victoria, BC V8T 4N4  
phone (250) 382-8855



CERTIFIED CORRECT

This 9th day of January 2013

James Worton  
IXPDG3

James Worton, BCLS

**LAND TITLE ACT  
FORM DECLARATION**Related Document Number: **CA3608095**

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

<b>Keyvan Shojania N4RVB7</b>	Digitally signed by Keyvan Shojania N4RVB7 DN: c=CA, cn=Keyvan Shojania N4RVB7, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=N4RVB7 Date: 2014.03.06 10:41:48 -08'00'
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I, KEYVAN SHOJANIA, DECLARE THAT:

1. The restrictive covenant submitted for registration under number CA3608095 (the "Covenant") was not complete in that it did not indicate the charges affected in Part 1 of item 3 under Additional Information.

2. To correct the Covenant we have completed the Additional Information in Part 1 of item 3 so it reads as follows:

"Document Reference Page 12

Granting the Restrictive Covenant herein priority over CA3591224 and CA3591225.

Person Entitled to Interest: Transferee"

3. I confirm that we have obtained the consent of the affected party(ies) and have amended our copies of the Covenant.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION.

Dated this 6th day of March, 2014.

\_\_\_\_\_  
KEYVAN SHOJANIA

**NOTE:**

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

**Fee Collected for Document: \$33.30**