



1. Application

Document Fees: \$82.52

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Victoria BC V8V 3K5
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2. Description of Land

| PID/Plan Number | Legal Description |
|--------------------|--|
| 030-060-974 | LOT A SECTION 11 ESQUIMALT DISTRICT PLAN EPP67811 |

3. Nature of Interest

| Type | Number | Additional Information |
|-----------------|--------|--|
| EASEMENT | | Dominant Tenement: PID 002-528-347 Parcel C (DD54172I) of Lot 7, Block 2, Section 11, Esquimalt District Plan 195 |

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BISHOP OF VICTORIA

6. Transferee(s)

**BISHOP OF VICTORIA
4044 NELTHORPE STREET
VICTORIA BC V8X 2A1**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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 / Transferee / Party Signature(s)

Pheng C. Heng
Barrister & Solicitor
4th Floor, 1007 Fort Street
Victoria BC V8V 3K5

YYYY-MM-DD

2026-03-05

Bishop of Victoria
by its authorized signatories

Jackie Marchand

Teresa Kellendonk

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.

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.

Matthew Norman
Dolmage Z41F1H

Digitally signed by
Matthew Norman Dolmage
Z41F1H
Date: 2026-03-12
11:08:14 -07:00

TERMS OF INSTRUMENT PART 2

This Easement is dated for reference as of the date of execution of the Form C comprised herein.

BETWEEN:

BISHOP OF VICTORIA (the “**Transferor**”)

AND:

BISHOP OF VICTORIA (the “**Transferee**”)

Whereas:

- A. The Transferor is the registered owner of the lands described in item 2 of the Form C Charge (the “**Servient Tenement**”);
- B. The Transferee is the registered owner of the lands described in item 3 of the Form C Charge (the “**Dominant Tenement**”)
- C. The Transferee has requested that the Transferor grant an easement to use a portion of the parking lot on the Servient Tenement for the term and on the conditions specified herein.

In consideration of \$1.00 now paid by each party to the other, and the receipt of other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, the parties hereby agree as follows:

- 1. The Transferor:
 - a. grants an easement (the “**Easement**”) to the Transferee, its directors, officers, employees, clients, invitees, successors and assigns (each an “**Easement User**”) over that portion (the “**Easement Area**”) of the Servient Tenement defined as the south half of Lot A, District Lot 11, Esquimalt Land, District Plan EPP67811, which is paved and intended to be used as an area for parking automobiles.
 - b. grants to the Easement Users the right to pass and repass over the Easement Area for purposes of parking and the right to park in the Easement Area.
- 2. The Transferee:
 - a. will not permit any Easement User, including delivery or service vehicles, to park in the Easement Area or otherwise travel through or across the Servient Tenement on weekends, so as not to interfere with Church Mass and other Church functions;

- b. will not permit Easement Users to park in the Easement Area in a manner so as to block traffic flow through the Easement Area or to unreasonably interfere with Churchgoers and other users of the Church on the Servient Tenement;
 - c. will provide evidence of general liability insurance over the Easement Area on execution hereof and as requested annually by the Transferor.
3. The Transferor and Transferee agree:
- a. The Transferor shall have priority for the use of the Easement Area for church functions or events, including the right to cordon off some or all of the Easement Area for such functions or events. It is acknowledged by the Transferor that the Transferee shall have no liability to the Transferor or its agents or invitees for any damages incurred by any of them arising from their use of the Easement Area during such periods of time;
 - b. the Transferor may substitute with an equivalent area of paved parking some or all of the Easement Area if the Transferor undertakes construction on the Servient Tenement while this Easement is registered, and the Transferor deems it necessary or appropriate to relocate some or all of the Easement Area, and provided that the Easement Area shall be re-surveyed as necessary at the Transferor's expense;
 - c. this Easement is a covenant running with the land and no part of the fee of the Servient Tenement shall be vested in the Transferee under this Easement;
 - d. this Easement shall enure to the benefit of and be binding on the parties hereto and their successors, heirs, executors, administrators and assigns;
 - e. to hold an annual meeting to communicate issues and concerns relating to the Easement, and otherwise reasonably, on request; and
 - f. that this Easement will expire or be of no force and effect if the Dominant Tenement does not become zoned for group children's daycare use by the Township of Esquimalt by December 31, 2026, or later returns to being zoned for exclusively residential use.

End of Document