



1. Application

Document Fees: \$82.52

**R. Robert Graham
League and Williams Law Corporation
210-174 Wilson Street
Victoria BC V9A 7N6
250-888-0002**

File No. 6363-002*RRG/sr

2. Description of Land

PID/Plan Number	Legal Description
004-774-701	LOT 5, SECTION 11, ESQUIMALT DISTRICT, PLAN 946

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CB884691	Modification of Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

DANIEL FRANCISCUS VAN NETTEN
ALAYNA KRISTEN BRIEMON

6. Transferee(s)

THE TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
ESQUIMALT BC V9A 3P1

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)

R. Robert Graham
Barrister & Solicitor
210 - 174 Wilson St.
Victoria BC V9A 7N6

YYYY-MM-DD
2025-12-08

Daniel Franciscus Van Netten

Alayna Kristen Briemon

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 / Transferee / Party Signature(s)

Jonah Ross
Commissioner for Taking Affidavits
for British Columbia
1229 Esquimalt Rd.
Esquimalt BC V9A 3P1

YYYY-MM-DD
2025-12-03

The Township of Esquimalt
By their Authorized Signatory

Print Name: Barbara Desjardins,
Mayor

Print Name: Debra Hopkins,
Corporate Officer

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.

Rory Robert
Graham 5J54JN

Digitally signed by
Rory Robert Graham 5J54JN
Date: 2026-02-19
13:00:42 -08:00

TERMS OF INSTRUMENT - PART 2

RECITALS:

- A. The Transferor (the "**Owner**") is the registered owner in fee-simple of those lands with a current civic address of 1209 Lyall Street, more particularly described in Item #2 of Form C, in the Township of Esquimalt in the Province of British Columbia, namely:

PID: 004-774-701

Lot 5, Section 11, Esquimalt District, Plan 946 (the "**Lands**").

- B. The Transferee is the Township of Esquimalt (the "**Township**").
- C. Acknowledging that it is in the public interest that the development and use of the Lands be limited, and as a condition of rezoning the Lands to allow an additional permitted secondary use of "Beverage Manufacturer – Micro" on the Lands and authorize the development of a Micro Beverage Manufacturer building in an accessory building on the Lands (the "**Development**"), the Owner granted a Covenant and Indemnity to the Township in September of 2023, in accordance with section 219 of the *Land Title Act*, registered September 12, 2023 against the Lands under charge number CB884691 (the "**Rezoning Covenant**").
- D. The Owner has submitted a new application to the Township for a further zoning amendment to permit the secondary use of "Beverage Manufacturer – Micro with Liquor Lounge" with Accessory Retail on the Lands further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 3153 (the "**2025 Amendment Bylaw**") and to authorize the development of a Liquor Lounge capable of serving up to a maximum of ten (10) customers with Accessory Retail in a building on the lands (the "**Liquor Lounge**"), and has requested amendments to the Rezoning Covenant to reflect the amended development proposal and require additional amenities and restrictions agreed to by the parties.
- E. As a result of the amended development proposal that includes the Liquor Lounge, the Owner has requested amendments to the Rezoning Covenant, and the parties have agreed to amend the Rezoning Covenant as set out in this modification agreement (the "**Modification**").
- F. 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; 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 Owner (receipt and sufficiency acknowledged), the mutual covenants and agreements contained in this Modification 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 Owner and the Township agree that the Rezoning Covenant is hereby modified as follows:
 - (a) Adding a new Recital C.1 immediately after Recital C which reads as follows:
 - C.1. In 2025, the Owner submitted a new application to the Township for a further zoning amendment to permit the secondary use of "Beverage Manufacturer – Micro with Liquor Lounge" with Accessory Retail on the Lands further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 3153 and to authorize the development of a Liquor Lounge capable of serving up to a maximum of ten (10) customers with Accessory Retail in a building on the lands (the "**Liquor Lounge**"), and requested a modification to this Agreement to reflect the amended development proposal and require additional restrictions agreed to by the parties.
 - (b) Deleting Subsection 2(a) in its entirety and replacing it with a new Subsection 2(a) which reads as follows:
 - (a) The Owner must not operate the Liquor Lounge or the Accessory Retail except between the hours of 11:00a.m. and 8:00p.m.
 - (c) Deleting Subsection 2(b) in its entirety and replacing it with a new Subsection 2(b) which reads as follows:
 - (b) The Owner must not operate the Liquor Lounge including the Accessory Retail for more than:
 - (i) 40 hours per week, and
 - (ii) 5 days per week.
2. This Modification is an amendment to the Rezoning Covenant, which the parties agree is ratified, approved and confirmed in each and every respect. Unless specifically amended

by this Modification, all of the terms and conditions of the Rezoning Covenant remain in full force, unamended.

3. The Owner covenants and agrees 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 the Modification agreement, the breach of any covenant in this Modification agreement, or the use of the Lands contemplated under this Modification agreement.
4. The Owner releases and forever discharges 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 Owner 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 Modification agreement, the breach of any covenant in this Modification agreement, or the use of the Lands contemplated under this Modification agreement.
5. The release and indemnity provisions of this Modification survive its termination.
6. At the Owner's sole cost, the Owner must do everything necessary to secure priority of registration and interest for this Modification over all encumbrances of a financial nature.
7. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Modification.
8. The Owner agrees to pay the legal fees and land title office costs of the Township in connection with the preparation and registration of this Modification.
9. The parties are agreed that the General Provisions (Sections 12 – 25) of the Covenant apply equally to this Modification.

The Owner and Township acknowledge that this Modification has been duly executed and delivered by the parties executing the Form C attached to, and forming part of, this Modification agreement.