PAGE 1 OF 27 PAGES
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Anglican Synod of the Diocese
British Columbia by its authorized
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Print Name:

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.

Officer Signature(s)		ecution I	Date	Transferor / Borrower / Party Signature(s)
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				The Corporation of the Township of
	19			Esquimalt by its authorized signatories:
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				St. Paul's Housing Society by its
	19	03	13	authorized signatories:
ROBERT S. GILL				1 4 1
BARRISTER & SOLICITOR				Spechinsel.
837 Burdett Avenue				Lynn Schumacher
Victoria BC V8W 1B3				Print Name:\
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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 3 OF 27 PAGES NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Covenant NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION **Priority Agreement** Priority of the Covenant having a registration number one less than the priority agreement over Lease ET26643 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2 S. 219 COVENANT

RECITALS:

A. The Transferor ("**Owner**") is the registered owner in fee-simple of the following lands in the Township of Esquimalt in the Province of British Columbia:

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PID: 024-848-905
Lot A, (DD EP75276), Suburban Lot 27 Esquimalt District, Plan 5092
(the "Lands").
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- B. The Transferee is the Township of Esquimalt ("Transferee" or "Township").
- C. The Owner has submitted an application to the Township to amend the Comprehensive Development District No. 23 (1379 Esquimalt Road) CD No. 23 zoning of the Lands further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2933, and to change the Official Community Plan land use designation further to OFFICIAL COMMUNITY PLAN BYLAW, 2018, NO. 2922, AMENDMENT BYLAW NO. 2932 (collectively, the "Amendment Bylaws"). A s. 219 covenant was registered in the Victoria Land Title Office on September 14, 2018 in favour of the Township under No. CA7066472 (the "Existing Covenant").
- D. Pursuant to its terms, the Existing Covenant is to be discharged from the Lands upon the registration of a replacement s. 219 covenant containing form and character guidelines that have been agreed to by the parties for the development of a new apartment building containing 24 dwelling units and ministry centre (the "New Apartment Building").
- E. The parties have agreed on form and character guidelines for the New Apartment Building as set out in this agreement, noting however this Agreement does not replace or supersede statutory or bylaw requirements for development permits, heritage alteration permits, building permits or other approvals, and have agreed that concurrently with the registration of this agreement, the Existing Covenant will be discharged.
- F. Section 219 of the Land Title Act, R.S.B.C. 1996, c. 250 (the "Land Title Act") provides, inter alia, that a covenant, whether of a negative or positive nature, in favour of the Township may be registered as a charge against the title to the Land.

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 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*:

Site Development

1. Notwithstanding broader use, densities and development regulations of the Township's Zoning Bylaw, as may be amended from time to time, the Owner covenants and agrees the Lands shall not be subdivided or built upon, including any off-site works attached to the Lands or directly related to the proposed development (e.g. Foster Street parking, Esquimalt Road light fixtures), except strictly in accordance with the architectural plans prepared by Number Ten Architectural Group date stamped by Development Services March 12, 2019 for the project named St. Peter's and St. Paul's Housing and Ministry Centre, which architectural plans include the following drawings:

Architectural, A-00 to A-12 Landscape Concept Plan, L-01 to L-02 Site Servicing (Civil), C-01 to C-02

the full-size versions of which held at Township offices to be determinative, and reduced copies of which are attached hereto as Schedule "A" (collectively the "Architectural Plans").

- 2. The Parties agree that the Director of Development Services has the authority, in writing but without modification of this covenant, to except minor changes from time to time provided the proposed minor change:
 - (a) is, in the Director's opinion, consistent with the Architectural Plans and any applicable development permit guidelines;
 - does not require a separate development permit or heritage alteration permit without such permit first being obtained by the Owner who is solely responsible for such permit(s);
 - (c) does not require a variance to any Township bylaws without such variance first being obtained by the Owner who is solely responsible for such variance; and
 - (d) does not, in the Director's opinion, result in a material change to the form and character of the development.
- 3. The Owner further covenants and agrees:
 - (a) not to stratify the New Apartment Building (the parties agreeing that air space parcel subdivision is not excluded), unless written approval is first obtained from the Director of Development Services, in writing but without modification of this covenant, in consideration of the consistency of the building with the Architectural Plans and with sufficient confidence that outstanding issues would be resolved before use and occupancy, and
 - (b) not to apply for any occupancy permit, the Owner acknowledging that the Township need not issue any occupancy permit, for the New Apartment

Building,

unless that building has been constructed in accordance with the Architectural Plans, or any amendments thereto as may be approved by this agreement.

- 4. The Owner further covenants and agrees that:
 - (a) the Owner must comply with all of the requirements in the BC Building Code, Amendment Bylaw and applicable Township bylaws that relate to the Architectural Plans for any building constructed, erected or otherwise placed on the Lands; and
 - (b) the Owner must comply with its covenants contained in this agreement, notwithstanding any less onerous provisions, now or in the future, found in Building Code, Amendment Bylaw and applicable Township bylaws.
- 5. The parties agree that upon subdivision of the Lands, this Agreement will be discharged from those newly created parcels of land not containing the New Apartment Building, or any portion thereof, at the written request and cost of the Owner.

Indemnity and Release

- 6. 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 this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
- 7. 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 Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
- 8. Without limiting the above release and indemnity, the Owner acknowledges that this Agreement contains conditions, restrictions, requirements, benefits or gifts that may not be specifically identified or required by bylaw. The Owner hereby expresses its intention to be solely responsible for the costs resulting from satisfying the conditions of this Agreement, and to donate any contribution to the Township as a gift without any expectation of credit, payment or reward of any kind. The Owner further releases,

waives and forever discharges 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.

9. The releases and indemnities of this part shall survive the termination of this Agreement.

Registration

- 10. 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. For greater certainty:
 - (a) future owners of the Lands, or portions thereof, shall be considered the Owner under this Agreement;
 - (b) this Agreement will be discharged or released from individual strata units upon provision of a replacement Covenant for restrictions and requirements that have not been satisfied or are intended to remain, upon terms acceptable to the Township, in its sole discretion; and
 - (c) this Agreement will continue to form a charge against the common property of any strata development on the Lands and be binding against the Strata Corporation.
- 11. At the Owner's sole cost, the Owner must do everything necessary to secure priority of registration and interest for this Agreement over all encumbrances of a financial nature on the Lands.
- 12. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
- 13. The Owner, as a personal covenant between the parties, agrees 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

- 14. The Owner 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.
- 15. 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 Owner other than those contained in this Agreement.

- 16. 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 Owner;
 - (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.
- 17. The Owner covenants and agrees 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.
- 18. The Owner covenants and agrees that:
 - if the Township advises of a breach of this Agreement, as determined in its reasonable discretion, the Owner must promptly remedy that breach at it sole cost;
 - (b) if the Owner has 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 Owner without further notice; and
 - (c) any costs to the Township of such removal or rectification is a debt due from the Owner 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 Owner 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

PRIORITY AGREEMENT

ST. PAUL'S HOUSING SOCIETY (the "Chargeholder") the registered holder of a charge by way of a Lease against the within described property which said charge is registered in the Land Title Office at Victoria, British Columbia, under number ET26643 for and in consideration of the sum of One Dollar (\$1.00) paid by the Owner to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Owner, its successors and assigns, that the within covenant shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge and hereby consents to the registration of the covenant.

AS EVIDENCE of their agreement to be bound by the terms of this instrument, the Owner and the Grantee have executed the Form C and Form D, at pages 1 and of this instrument.

ST PETER'S AND ST PAUL'S HOUSING AND MINISTRY CENTRE

1379 ESQUIMALT ROAD LOT A (DD EP75276), SUBURBAN LOT 27, ESQUIMALT DISTRICT, PLAN 5092, PID 024-848-905



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2017-10-25	REZONING APPLICATION SUBMISSION
2018-02-19	REZONING APPLICATION RE-SUBMISSION
2018-04-24	UPDATED REZONING RE-SUBMISSION
2018-06-07	UPDATED REZONING RE-SUBMISSION
2019-02-11	HAP DRAFT
2019-02-15	DEVELOPMENT PERMIT SUBMISSION
2019-03-12	DP FORM & CHARACTER REVISION



SITE SERVICING (CIVIL)	C-01- SITE PLAN C-02- GRADING PLAN

LANDSCAPING

L-01- LANDSCAPE
CONCEPT PLAN
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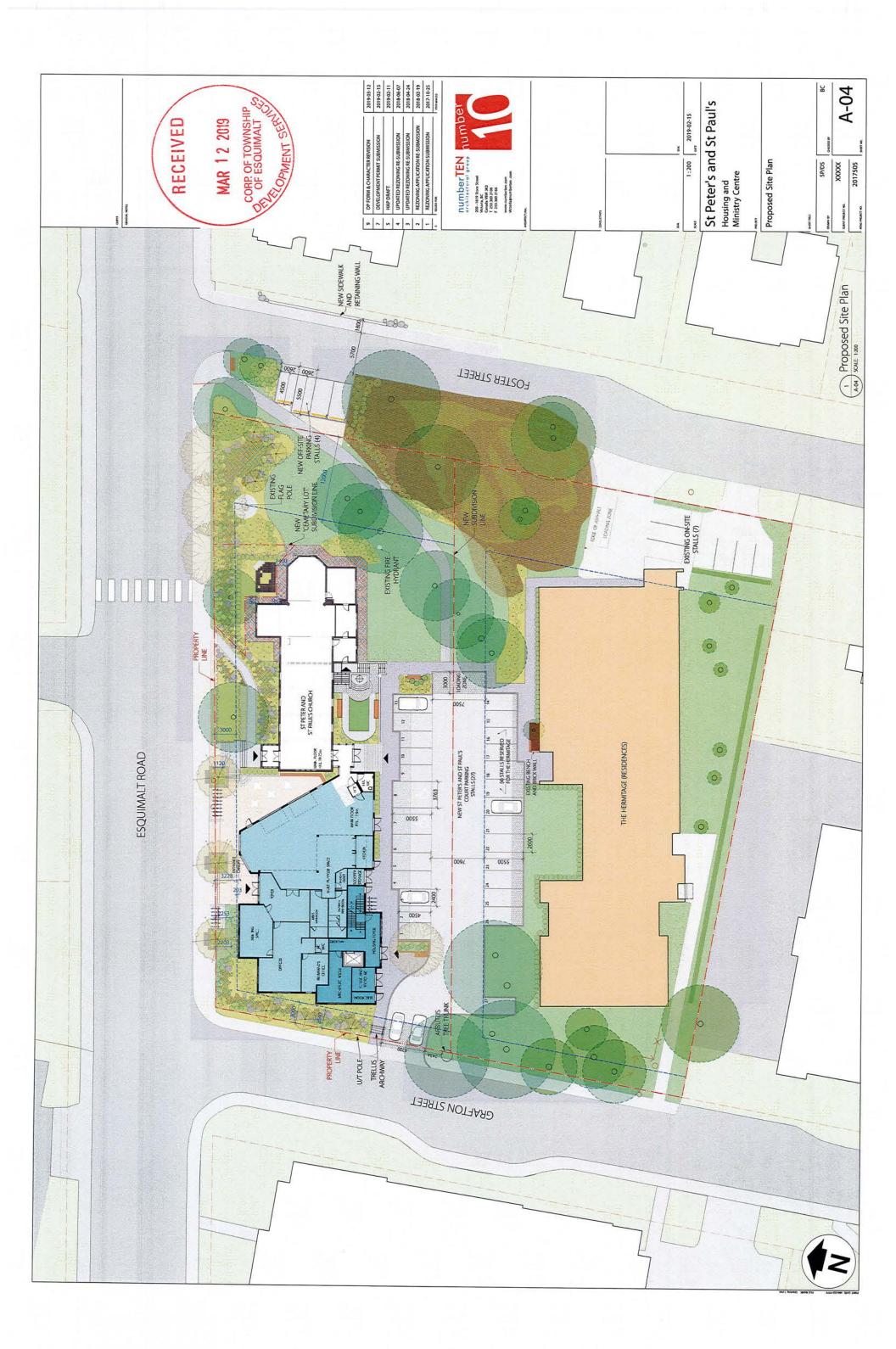
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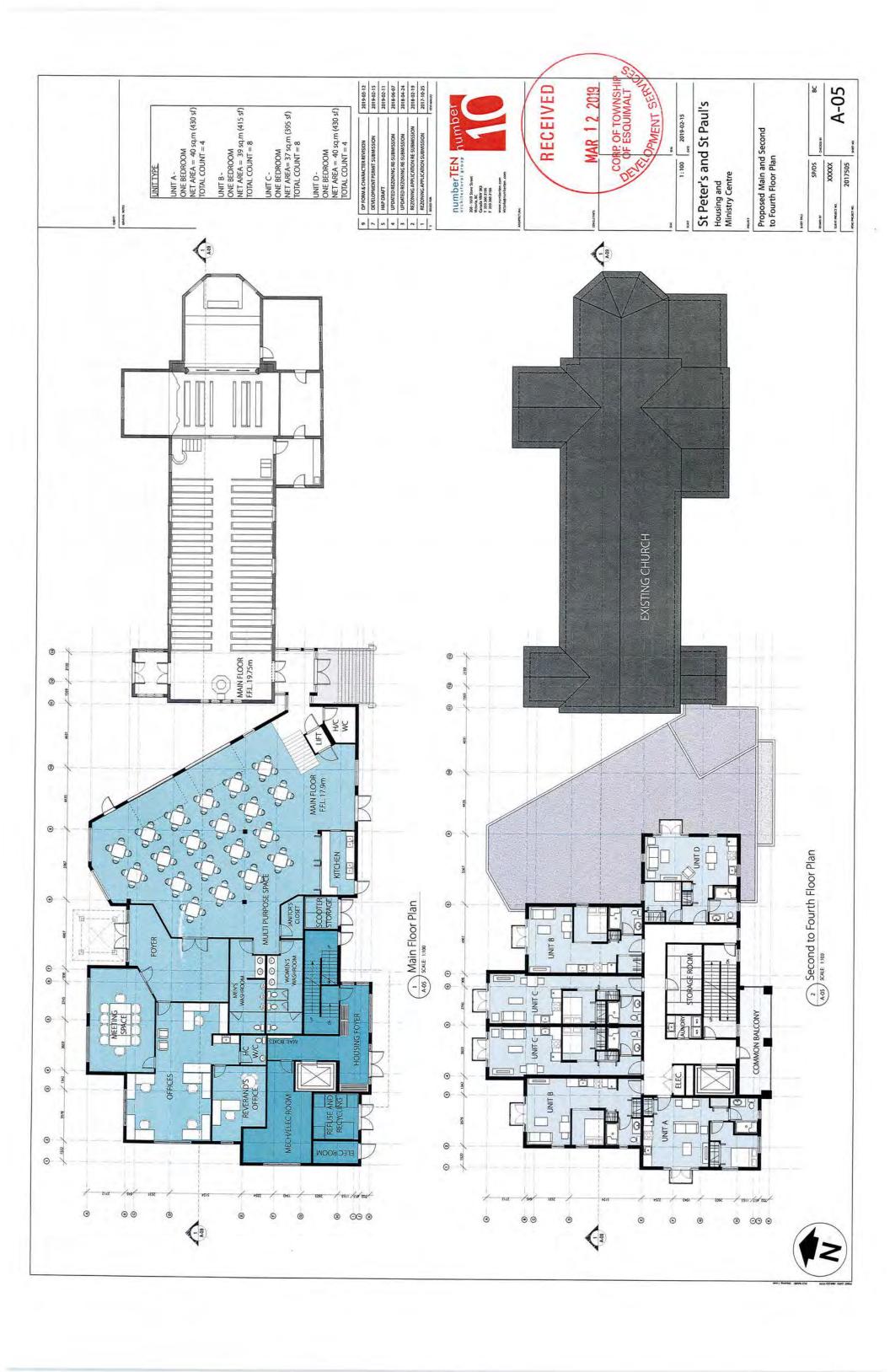
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r Area / 3.286.7 sqm (35,377.7 sf) 2,987.1 sqm (32,152.9 sf)		/
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Proposed 0	, Church 0.10-1, Total 0.65-1	1
Number of Units 39 plus 1 guest per 157 sg m 26 26 24 /	24	,
Number of Parking Stalls 45 35 deposite stalls a 22 deposit stalls = 24 total 22 deposite stalls = 31 total 1	4 off-site stalls, = 31 total	1
South Setback 45m (1481) 4.4m (1451) 4.4m (1451) 99m (3251) /	99m (32.5.f)	/
North Setback 17m (55.8 f) 46m (150.9 f) 12m (159.4 f) 3.2m (10.5 f) /	32m (10.5 f)	From Church Stairs to Prop. Line = 1.12m
East Setback 12m (39.4f) 9.4m (30.7 f) 9.4m (30.7 f) /	7.4m (57.1 f)	/ Church to Cemetary lot line = 0.5m
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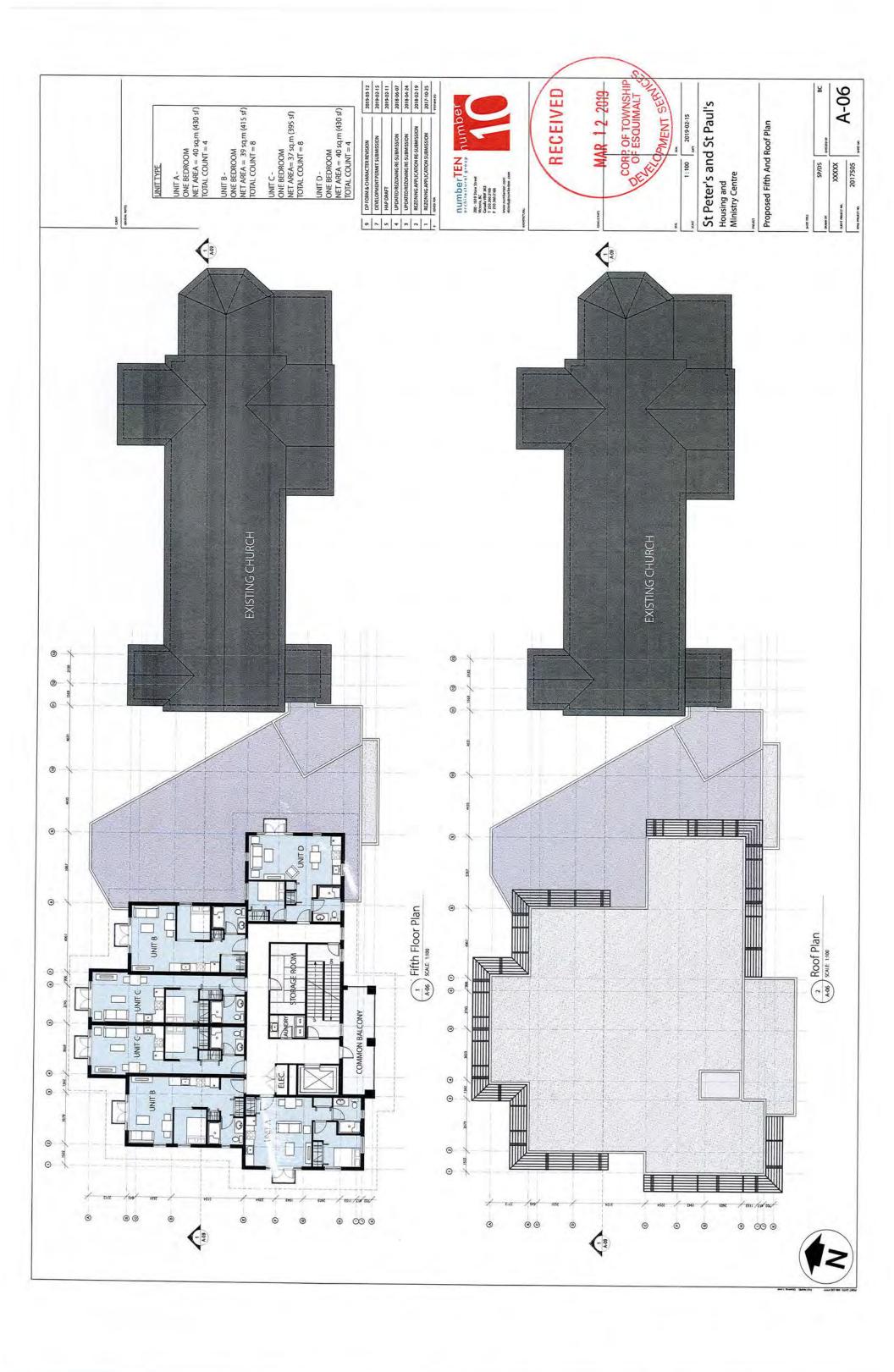


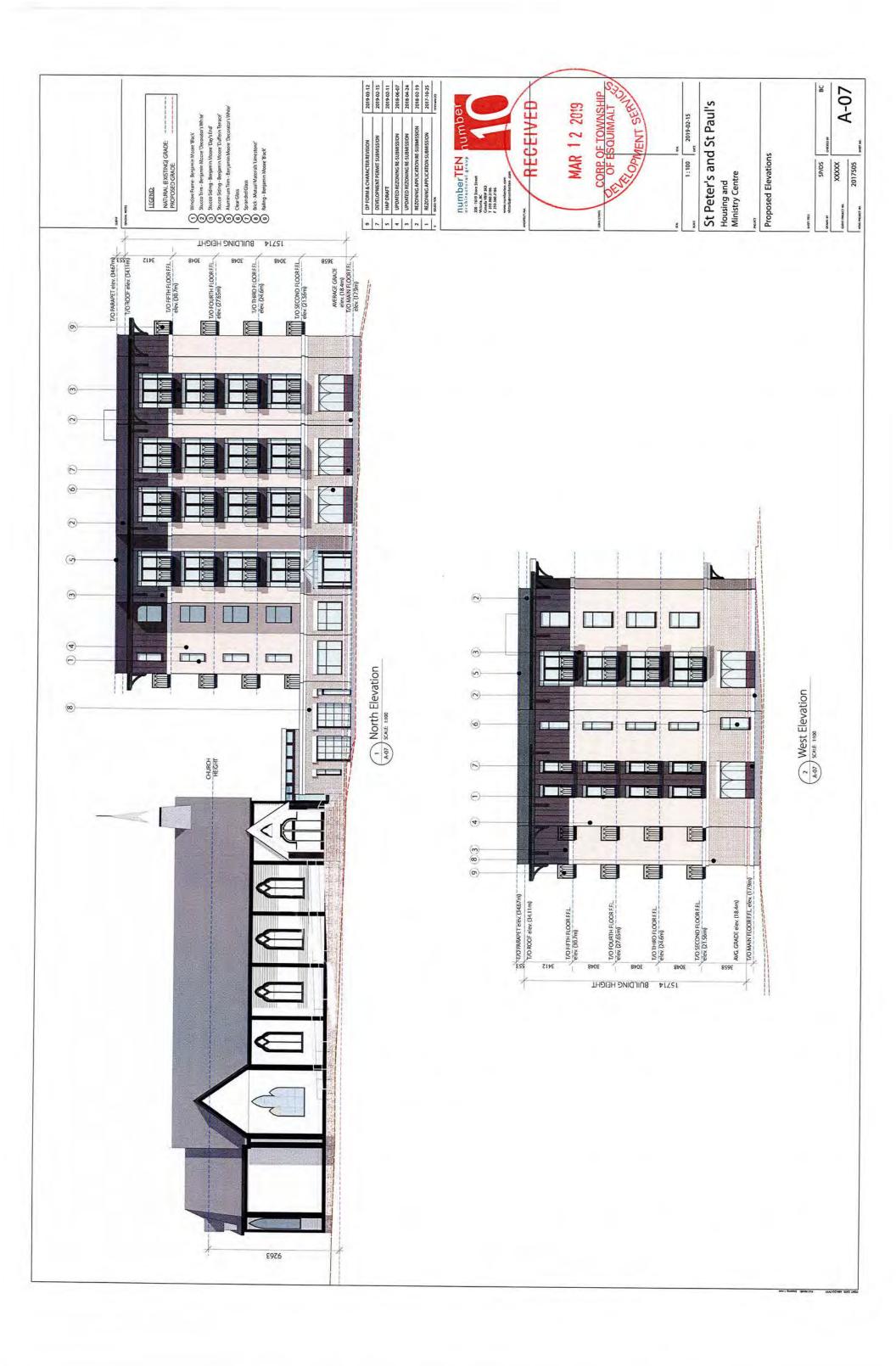


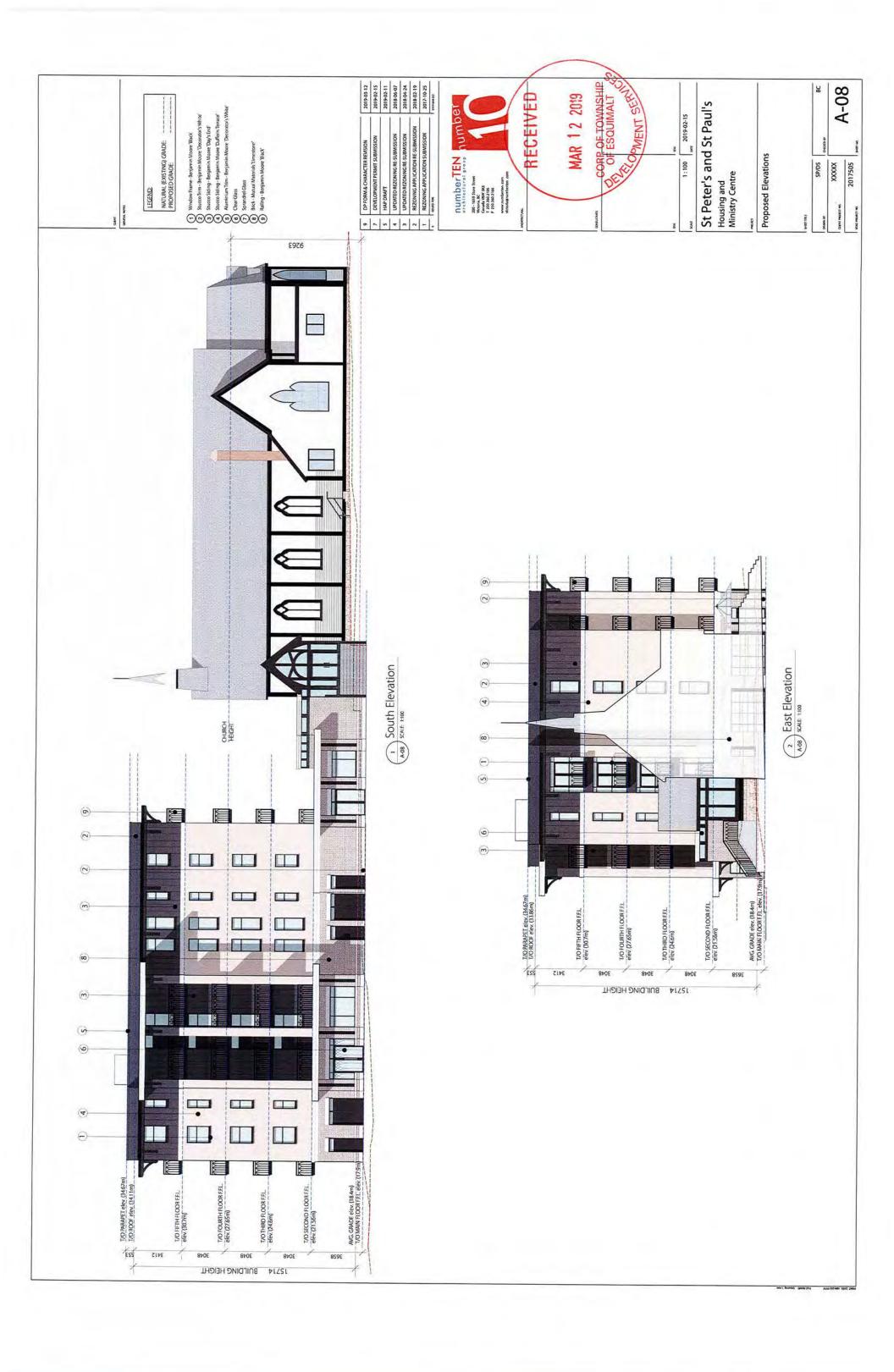


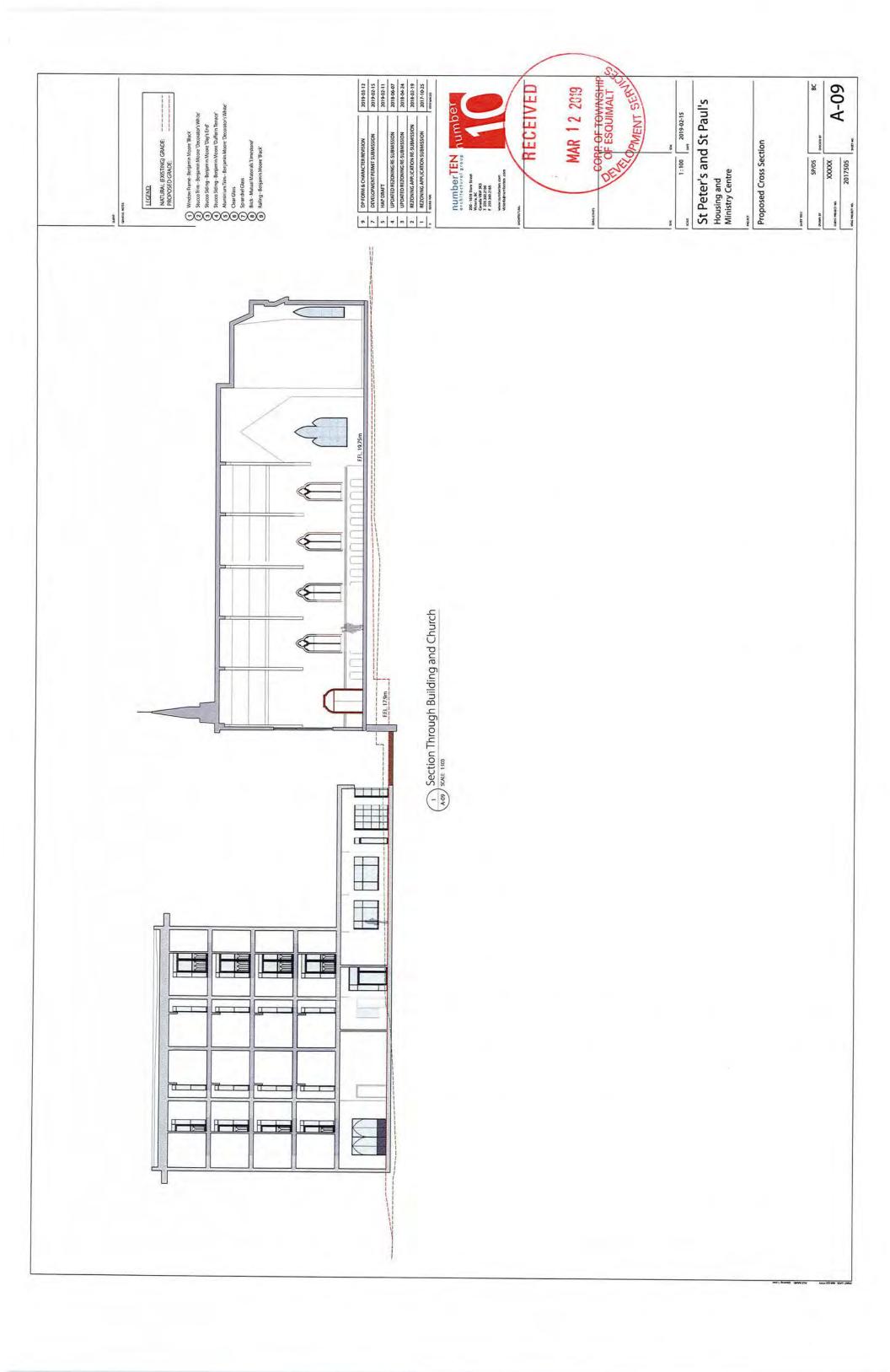














St Peter's and St Paul's Housing and Ministry Centre

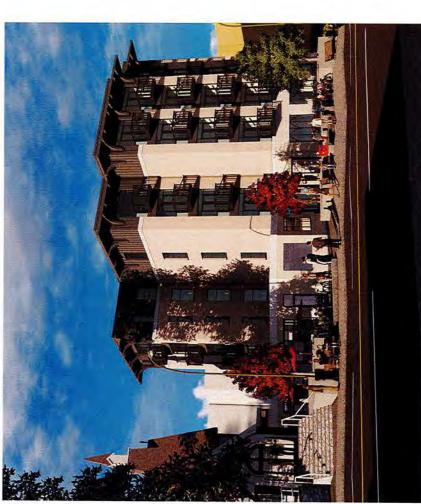
3D Model Images

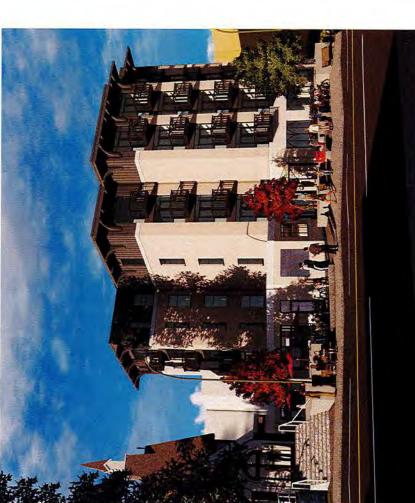
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View of Esquimalt Road Patio

View Looking East On Esquimalt Road

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Aerial View



View of Front Patio

Jiew of Patio Entry



St Peter's and St Paul's Housing and Ministry Centre

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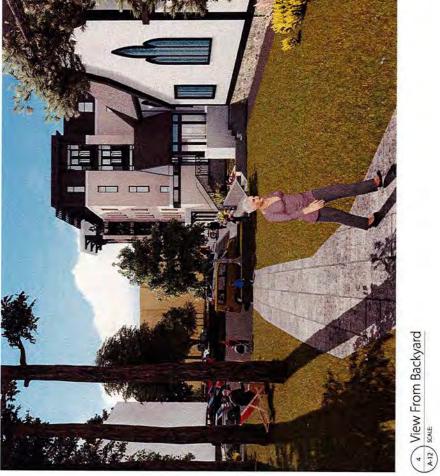
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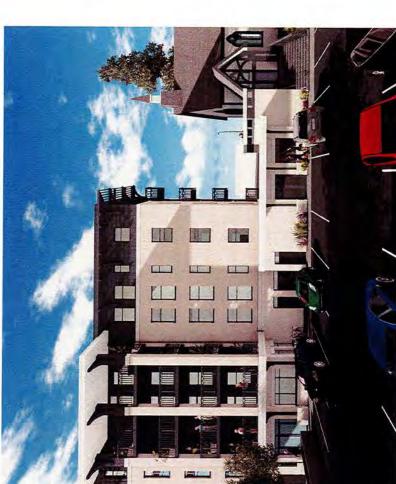




West Side View From Across Grafton St.









South Elevation From Parking



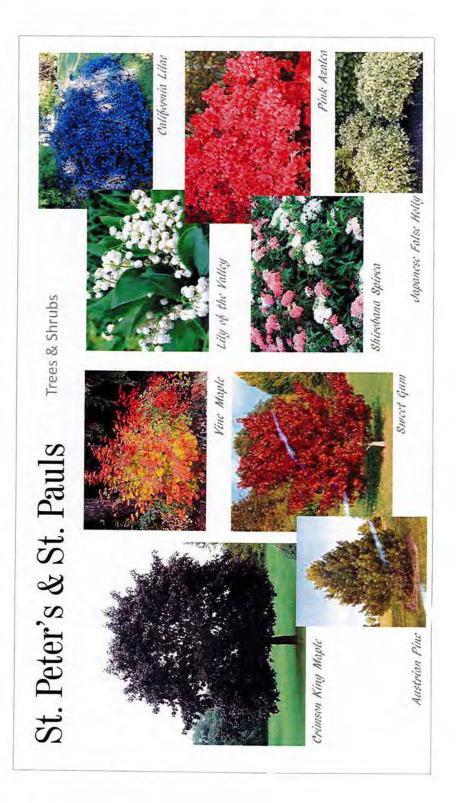
Paul's Housing and Ministry Centre Peter's & St.

LANDSCAPE CONCEPT PLAN

LANDSCAPE ARCHITECT
AND SITE PLANNING 2505

DATE: February 14, 2019 (Revised)

SCALE: 1:150 Metric



2019-03-12 2019-02-15 2018-04-24 2018-04-24 2018-02-19 2017-10-25 mment-03

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St Peter's and St Paul's Housing and Ministry Centre

Trees, Shrubs and Hardscaping



