

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE OF 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.

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

Deduct LTSA Fees? Yes

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

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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):

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

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)

Execution Date

Transferor(s) Signature(s)

Y	M	D

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 _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

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**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

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**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF 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]

**LAND TITLE ACT
FORM E**

SCHEDULE

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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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TERMS OF INSTRUMENT - PART 2
RESTRICTIVE COVENANT
REZONING SERVICING AGREEMENT
5245-20-2017-306

(Section 219 *Land Title Act*)

THIS AGREEMENT made this 21 day of January , 2021.

BETWEEN:

1127042 B.C. LTD.
201 - 12837 76th Avenue
Surrey, BC V3W 2V3

(hereinafter called the "Developer")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place,
Maple Ridge, BC V2X 6A9

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

- A. The Developer is the owner of and proposes to develop certain lands and premises located within the Municipality of Maple Ridge, in the Province of British Columbia, and more particularly known and described as:

Parcel Identifier: No PID

Legal Description: Lot 1 District Lot 399 Group 1
New Westminster District Plan EPP107648

(hereinafter called the "said lands")

For Medium Density Apartment Residential use, which said lands are not presently zoned for such use;

- B. Such development is in accordance with the future plans of the Municipality but is presently premature as there are not sufficient municipal services available to serve the proposed development, nor does the Municipality have sufficient funds, either on hand or anticipated from development cost charges, to install or acquire the necessary municipal works and services required to serve the proposed development for the use sought by the Developer;
- C. The cost of installing and acquiring such municipal works and services which are required to serve the proposed development is deemed by the Municipality to be excessive to the Municipality;
- D. The Developer has voluntarily agreed to install and provide certain of the municipal works and services necessary to serve the proposed development and has requested that the Municipality enter into this Agreement with the Developer; and
- E. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Developer by the Municipality (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

- 1. **THE DEVELOPER COVENANTS AND AGREES** with the Municipality:
 - (a) that until such time as all of the terms and conditions contained in clauses 1 and 2 hereof are complied with, the said lands and any buildings or structures erected or placed on or to be erected or placed on the said lands shall not be used for Medium Density Apartment Residential use;

DESCRIPTION OF WORKS

- (b)
 - 1. Upgrade 223 Street to urban collector standard complete with curb, gutter, sidewalk, streetlights, and street trees.
 - 2. Upgrade Brown Avenue to urban arterial standard complete with curb, gutter, multi-use pathway, streetlights, pedestrian lights, and street trees.

3. Upgrade sanitary sewer on 223 Street to current standard.
4. Provide storm sewer on 223 Street.
5. Provide City communication duct and vault.
6. Provide underground hydro and tele services.

(hereinafter collectively called the "said works");

- (c) that the construction and installation of the said works shall be completed by October 02, 2021, or prior to the issuance of an occupancy permit for any building on the said lands, whichever event first occurs. However, the Manager of Infrastructure Development of the Corporation may in his sole discretion upon good cause being shown extend the time for completion of the Works;
- (d) that the construction and installation of the said works shall be done under the direct supervision of the Developer or his agent and the Developer shall notify the Municipality at least 48 hours prior to the start of construction thereof to enable the necessary arrangements to be made for the deployment of inspection personnel, it being noted that Municipal inspection is provided solely to ensure compliance with Municipal standards; and
- (e) that the said works shall be constructed and installed substantially in accordance with the servicing design drawing prepared by HY Engineering Ltd., file 174764, drawing 174764-01 to 15, marked "Reviewed As Noted", dated October 02, 2020, and/or future drawing change revision(s), by the City of Maple Ridge and to the specifications and standards for the design and construction of works contained in Maple Ridge Subdivision and Development Servicing By-law No. 4800 - 1993 and amendments thereto.

2. **THE DEVELOPER FURTHER COVENANTS AND AGREES** with the Municipality:

- (a) to grant to the Municipality all necessary road dedications, statutory rights-of-way and easements over the said lands to accommodate the said works and, where the said works are located upon or under privately owned lands other than the said lands, to obtain at the Developer's expense, all necessary road dedications, statutory rights-of-way and easements over such lands, in favour of the Municipality, to accommodate the said works;
- (b) to construct and install fully completed works to the Municipality's standards and to the satisfaction of the Municipality's Manager of Infrastructure Development (hereinafter called the "Manager of Infrastructure Development") and which in the discretion of the Manager of

Infrastructure Development may be varied because of conditions at the site, so that the said works function and operate to the satisfaction of the Manager of Infrastructure Development and should the said works as constructed prove to be in any way defective, damaged or should they not operate to the satisfaction of the Manager of Infrastructure Development, then the Developer shall, at the Developer's expense, modify or re-construct the said works so that the said works shall be fully operative and function to the satisfaction of the Manager of Infrastructure Development, such satisfaction to be indicated by a Certificate signed by the Manager of Infrastructure Development;

- (c) to arrange for the disposal of any waste material in accordance with the Maple Ridge Soil Deposit Regulation Bylaw No. 5763-1999. The Developer is responsible for obtaining all applicable permits and approvals.
- (d) to undertake and complete all works in such a manner as to prevent the release of water containing suspended solids in excess of 75 mg/litre above background levels into any stream, creek, waterway, watercourse, waterworks, municipal ditch, drain or sewer in the City, on private or public property. A sediment control plan as required under the Maple Ridge Watercourse Protection Bylaw No. 6410-2006 must be prepared by a professional engineer and be approved by the Manager of Infrastructure Development prior to the construction and installation of any work or service.
- (e) that the sediment control plan shall include a letter of undertaking signed by a professional engineer who commits to the Manager of Infrastructure Development, in writing, to manage the sediment control plan, including:
 - (i) inspection of the sediment control works to certify that they are being constructed in accordance with the approved sediment control plan; and
 - (ii) periodic inspection of the sediment control works to certify that the suspended solids discharge standard of the Maple Ridge Watercourse Protection Bylaw No. 6410-2006 is being met.
- (f) To ensure that the sediment control works are monitored by a qualified independent consultant who must have written authority from the Developer to modify and/or halt any construction activity whenever necessary to ensure compliance with this Agreement and the Maple Ridge Watercourse Protection Bylaw No. 6410-2006. Details of any modification or revision to the sediment control plan required by the consultant to achieve more effective sediment control must be submitted to the Municipality within 2 days of the modification or revision.

- (g) that the monitoring period shall not be less than daily during works in rainfall events and not less than weekly at all other times. A record of all monitoring data shall be made available to the Municipality upon request.
- (h) The sediment control works required by an approved sediment control plan shall be inspected, maintained and operated by the Developer until the conditions for their removal, as set out in the sediment control plan, have been met. The Manager of Infrastructure Development will not issue a Certificate of Acceptance for the said works until the sediment control works have been properly completed and accordance with the sediment control plan. A record of all inspections and maintenance data shall be made available to the Municipality upon request.
- (i) in the event of a breach of the provisions of Maple Ridge Watercourse Protection Bylaw No. 6410-2006 or works in contravention of this agreement the Manager of Infrastructure Development, the Manager of Development and Environmental Services, Director of Engineering Operations and/or their designates shall have the authority to issue a cease work notice. Any person receiving such notice shall immediately suspend construction of any portion of the Works, as detailed in the notice, until the contravention has been remedied.
- (j) to contribute to the Municipality, prior to the execution of this Agreement, the sum of \$60,833.60 in payment of engineering inspection, construction and administration costs incurred by the Municipality in connection with the said works;
- (k) to pay to the Municipality, prior to the execution of this Agreement, the legal fees incurred by the Municipality in the preparation of this Agreement;
- (l) to complete the construction and installation of the said works within the time specified in paragraph 1 hereof and to assign, transfer and convey to the Municipality all of the Developer's right, title and interest in the said works, and the Developer shall, from time to time and at all times so long as the Developer exercises any rights of ownership in the said lands, upon the request of the Municipality, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, rights-of-way, easements and assurances required by the Municipality for the effectual carrying out of this Agreement;
- (m) as security for the due and proper completion of the construction and installation of the said works, to deposit with the Municipality, Cash, Term Deposit or an Irrevocable Standby Letter of Credit satisfactory to the Municipality, the sum of \$834,094.00

(hereinafter called the "security deposit");
- (n) that if the said works are not duly and properly completed within the time specified in paragraph 1 hereof, the Municipality may complete the said works at

the cost of the Developer and deduct from the security deposit the cost of such completion, and the balance of the security deposit shall be returned to the Developer, less any administration costs incurred by the Municipality. If the security deposit is insufficient to cover the actual cost of completing the said works, then the Developer shall pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for same. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. If the said works are completed by the Developer as herein provided, then the security deposit shall be returned to the Developer on receipt of the Manager of Infrastructure Development's Certificate of Completion;

- (o) to submit to the Municipality the final as-built drawings of the said works as constructed and as approved by the Manager of Infrastructure Development within 30 days of the date of completion of the said works;
- (p) to pay to the Municipality, prior to the execution of this Agreement:
 - (i) all arrears of taxes outstanding against the said lands; and
 - (ii) all current taxes levied or to be levied upon the said lands on the basis and in accordance with the assessment and collector's roll entries; and
- (q) that the work done and payments made pursuant to this Agreement are not payments or work to be applied in lieu of Development Cost Charges, and the Developer further covenants and agrees to pay to the Municipality all applicable Development Cost Charges imposed upon the development of the said lands by the Maple Ridge Development Cost Charges By-law.

3. THE DEVELOPER FURTHER COVENANTS AND AGREES with the Municipality:

- (a) to maintain the said works in complete repair for a period of one (1) year from the date of completion thereof as certified by the Manager of Infrastructure Development;
- (b) to remedy any defects or damage appearing within a period of one (1) year from the date of completion of the said works and to pay for any damage to other works or property resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or acts of God;
- (c) to deposit as security with the Municipality, prior to the return of the security deposit, cash, a Term Deposit or an Irrevocable Standby Letter of Credit in a form satisfactory to the Municipality in the sum of \$116,980.00 (hereinafter called the "warranty deposit"). Should the Developer fail to

maintain the said works or remedy any defect or damage or pay for any damages resulting therefrom, the Municipality may do so and may deduct the cost of maintaining the said works, remedying the defect or paying for the damage, from the warranty deposit and the balance of the warranty deposit, less any administration costs incurred by the Municipality, shall be returned to the Developer on receipt of the Manager of Infrastructure Development's Certificate of Acceptance. If the warranty deposit is insufficient to cover the actual costs incurred by the Municipality, then the Developer shall pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for same. If the said works are maintained by the Developer as herein provided, then the warranty deposit shall be returned to the Developer on receipt of the Manager of Infrastructure Development's Certificate of Acceptance;

- (d) to protect all survey markers, pins, posts and similar things during the construction, installation, maintenance and repair of the said works and to employ, at the Developer's expense, a British Columbia Land Surveyor to replace any such markers, pins, posts or similar things which may be moved, damaged or destroyed during such construction, installation, maintenance or repair;
- (e) to save harmless and effectually indemnify the Municipality against:
 - (i) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the said works;
 - (ii) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the said works resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, install, maintain, or repair; and
 - (iii) all expenses and costs which may be incurred by reason of liens for nonpayment of labour or materials, workers' compensation, unemployment insurance, Federal or Provincial tax, check-off or encroachments owing to mistakes in survey;
- (f) to obtain and maintain until the date of issuance of the Certificate of Acceptance of the said works, at the Developer's expense, with such company or companies and on such forms as are acceptable to the Municipality, in the name of the Developer or his contractor, Comprehensive General Liability insurance coverage covering premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability,

contractual liability and automobile liability for owned, no owned and hired units. The limits of liability shall be not less than;

(i) bodily injury liability

- \$5,000,000.00 each occurrence
- \$5,000,000.00 aggregate for products and/or completed operations
- \$5,000,000.00 each accident for automobile liability; and

(ii) property damage liability

- \$5,000,000.00 each occurrence
- \$5,000,000.00 aggregate for products and/or completed operations
- \$5,000,000.00 each accident for automobile liability

Each policy shall provide that it cannot be cancelled, lapsed or materially altered without at least 30 days notice in writing to the Municipality by registered mail, shall name the Municipality as an additional insured and shall contain a cross-liability clause;

- (g) to deliver a copy of each such insurance policy to the Municipality prior to the commencement of any construction, installation, maintenance or repair of the said works;
- (h) that if the Developer fails to obtain and/or maintain the said insurance or deliver the said policy or policies to the Municipality, then the Municipality may obtain and/or maintain such insurance at the expense of the Developer and the Developer hereby appoints the Municipality as the Developer's lawful attorney to do all things necessary for that purpose; and
- (i) to do or cause to be done, at the expense of the Developer, all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the said lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Municipality or in favour of the Municipality.

4. **THE MUNICIPALITY COVENANTS AND AGREES** with the Developer:

- (a) to permit the Developer to perform all of the said works upon the terms and conditions herein contained; and

- (b) that upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, including the maintenance of the said works in complete repair for a period of one (1) year, the Municipality shall provide the Developer with a Certificate of Acceptance of the said works signed by the Manager of Infrastructure Development and shall discharge this Agreement.

5. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:

- (a) the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Agreement;
- (b) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Developer;
- (c) the said works shall be and remain at the sole risk of the Developer until such time as they are accepted by the Municipality as evidenced by the Manager of Infrastructure Development's Certificate of Acceptance;
- (d) the covenants set forth herein shall charge the said lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the said lands. It is further expressly agreed that the benefit of all covenants made by the Developer herein shall accrue solely to the Municipality and that this Agreement may be modified by agreement of the Municipality with the Developer, or discharged by the Municipality, pursuant to the provisions of Section 219 (9) of the Land Title Act;
- (e) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Developer consists of more than one person, the term "Developer" shall mean all such persons jointly and severally;
- (f) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- (g) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

CONSENT AND PRIORITY AGREEMENT

THE TORONTO-DOMINION BANK, in consideration of the payment of ONE (\$1.00) DOLLAR and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), hereby agrees and consents to the registration of the covenant herein granted under Section 219 of the *Land Title Act*, running with the *said lands* and against the *said lands* in priority to encumbrances, liens and interests registered in favour of The Toronto-Dominion Bank under instrument numbers CA6265768 (as extended by CA7031487, CA7417761, CA7428386 and CA7931661) and CA6265769 (as extended by CA7031488, CA7417762, CA7428387 and CA7931662) in the same manner and to the same effect as if such charges had been dated, granted and registered prior to the said encumbrances, liens and interests.

END OF DOCUMENT