

**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

PAGE OF PAGES

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

2017-306-RZ

(Adaptive Housing Covenant)

(Section 219 *Land Title Act*)

THIS COVENANT dated for reference this 21 day of January, 2021 is

BETWEEN:

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

(the "Covenantor")

AND:

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

(the "City")

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of that land in the City of Maple Ridge, British Columbia which is legally described in Item 2 of the *Land Title Act* Form C to which these terms of instrument are attached and which forms part of this Agreement (the "Land").
- B. The Covenantor wishes to construct a multi-family residential development on the Land and has agreed to construct 17 units as Adaptive Housing on the Lands in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code, as amended.
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land or construction on land. Such a covenant may provide that the land is not to be built on except in accordance with the covenant and may further provide that the land and amenities on the land shall be enhanced and restored.

- D. The Covenantor wishes to grant and the City accepts the Covenant under Section 219 of the *Land Title Act* contained in this Covenant over the Land.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

Use of Land

1. No building on the Land shall be used for residential purposes unless the Covenantor is in compliance with the provisions of this covenant.

Adaptive Housing

2. The Covenantor shall construct 17 units as Adaptive Housing on the Lands in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code, as amended (“the Adaptive Units”).
3. The Adaptive Units shall be located as shown on the architectural floor plans prepared by Gordon Yu (BCLS 808) at H.Y. and Associates Land Surveying Ltd., dated December 7, 2020 and attached as Schedule “A”.

General

4. The Covenantor releases, and must indemnify and save harmless, the City, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Covenantor, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Covenantor of this Agreement, or any default of the Covenantor under or in respect of this Agreement.
5. It is understood and agreed between the parties hereto that:
 - (a) This Agreement does not affect the Covenantor’s responsibility to comply with all Municipal Bylaws and requirements otherwise provided; and
 - (b) The City has made no representations, covenants, warranties, guarantees or promises (verbal or otherwise) to the Covenantor other than those contained herein.
6. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between

the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

7. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
8. The City, its officers, employees and agents shall have reasonable access to the Land at all reasonable times, following reasonable notice to the Developer, as may be necessary to ascertain compliance with this Covenant.
9. Nothing in this Covenant shall restrict the regulatory powers of the City or the discretion of its Council, and all statutes, bylaws, orders and regulations may be exercised and enforced in relation to the Land as if this Covenant had not been made.
10. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Covenantor agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
11. This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,
 - (b) affect or limit any enactment related to the use of the Land, or
 - (c) relieve the Covenantor from complying with any enactment, including in relation to the use of the Land.
12. Every obligation and covenant of the Covenantor in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Covenantor is only liable for breaches of this Agreement that occur while the Covenantor is the registered owner of the Land.

13. The Covenantor agrees to do everything reasonably necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
14. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
15. 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.
16. This Agreement is the entire agreement between the parties regarding its subject.
17. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
18. The Covenantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
19. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
20. Any notice under this Covenant shall be in writing and shall be sufficient if delivered to the recipient's address set out above, or to such other address as either party may provide to the other from time to time, or in the case of any owner subsequent to the initial Developer, to the address of such owner according to the Land Title Office records in respect of the Land. Notices to the City shall be addressed to the attention of the Director of Planning and notices to the Developer shall be addressed to the president of the owner in the case of any corporate owner.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C and Form D that are attached hereto and forms part 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 *Land* and against the *Land* 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.

SKETCH PLAN OF LOCATION OF ADAPTABLE HOUSING UNITS FOR STRATA DEVELOPMENT OF LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP107648

SCHEDULE _____ SHEET 1 OF 16 SHEETS

BCGS 92G.027

LEGEND

SCALE 1:800

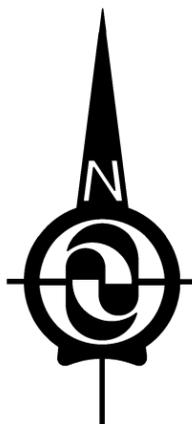


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CURRENT CIVIC ADDRESS:

22229 BROWN AVENUE
 12087 223rd STREET
 12097 223rd STREET
 12117 223rd STREET
 12127 223rd STREET
 12131 223rd STREET
 12149 223rd STREET
 MAPLE RIDGE, BC

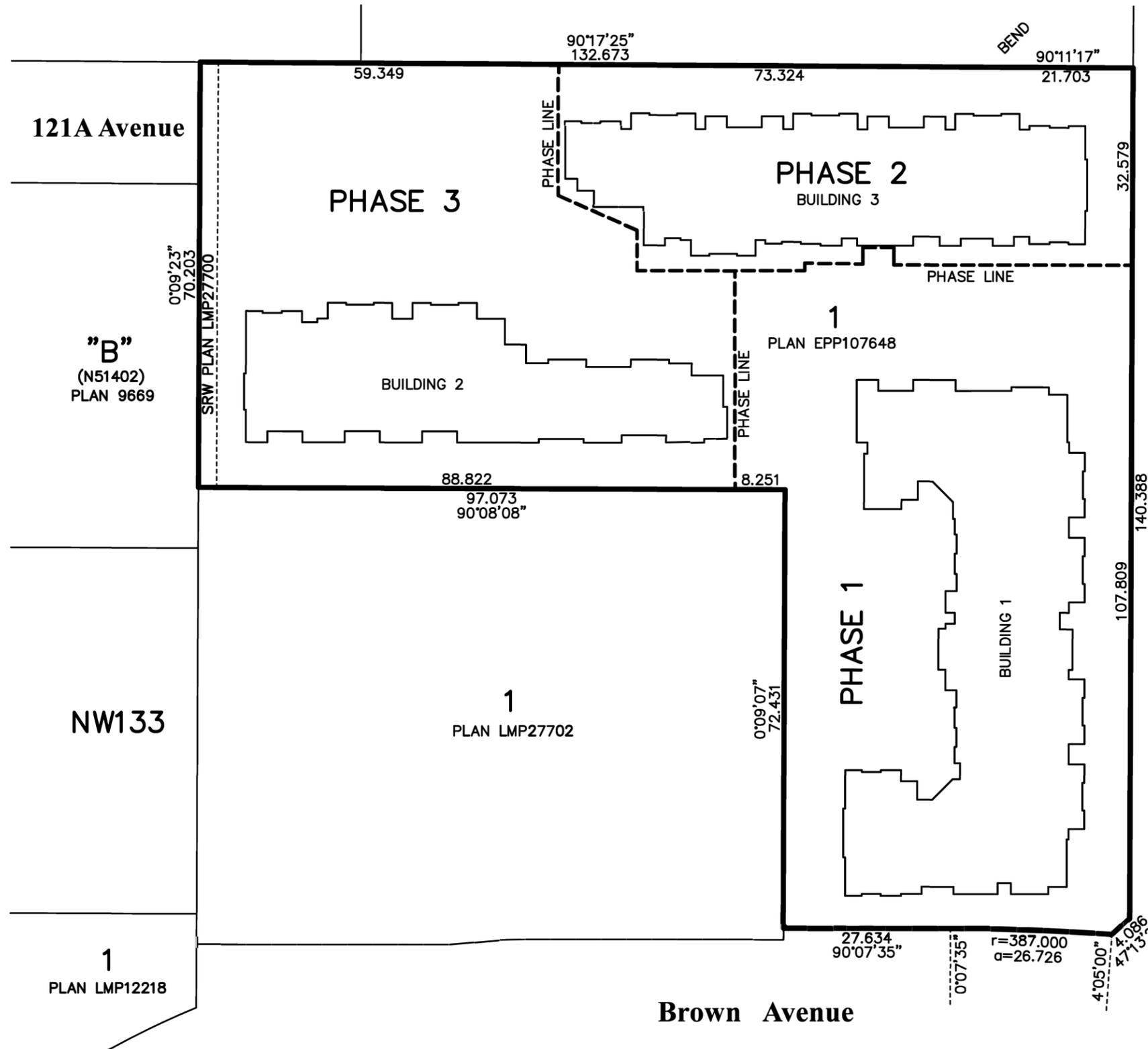


121A Avenue

"B"
 (N51402)
 PLAN 9669

NW133

1
 PLAN LMP12218



ADAPTABLE HOUSING UNITS

NO.	STRATA LOT	SHEET
1	SL36	3
2	SL44	3
3	SL66	4
4	SL74	4
5	SL96	5
6	SL104	5
7	SL126	6
8	SL134	6
9	SL248	12
10	SL263	13
11	SL274	13
12	SL280	14
13	SL291	14
14	SL297	15
15	SL308	15
16	SL314	16
17	SL325	16

223rd Street

AMENDMENT: BUILDING NUMBER CHANGE (2020-10-23)

AMENDMENT2: SEE EMAIL 2020-12-04 (2020-12-07)

PREPARED ACCORDING TO:
 ARCH. PLAN RECEIVED BY EMAIL
 ON 2020-03-27
 FROM MALIHA SWAD

CERTIFIED CORRECT ACCORDING TO
 LAND TITLE OFFICE RECORDS.
 THIS 7th DAY OF DECEMBER, 2020

**H.Y. AND ASSOCIATES
 LAND SURVEYING LTD.**

200, 9128 - 152 STREET
 SURREY, B.C.
 V3R 4E7
 (ph) 583-1616
 (fx) 583-1737

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Brown Avenue

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT - CITY OF MAPLE RIDGE

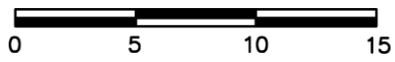
GORDON YU

BCLS #808

BUILDING 1 – LEVEL 1

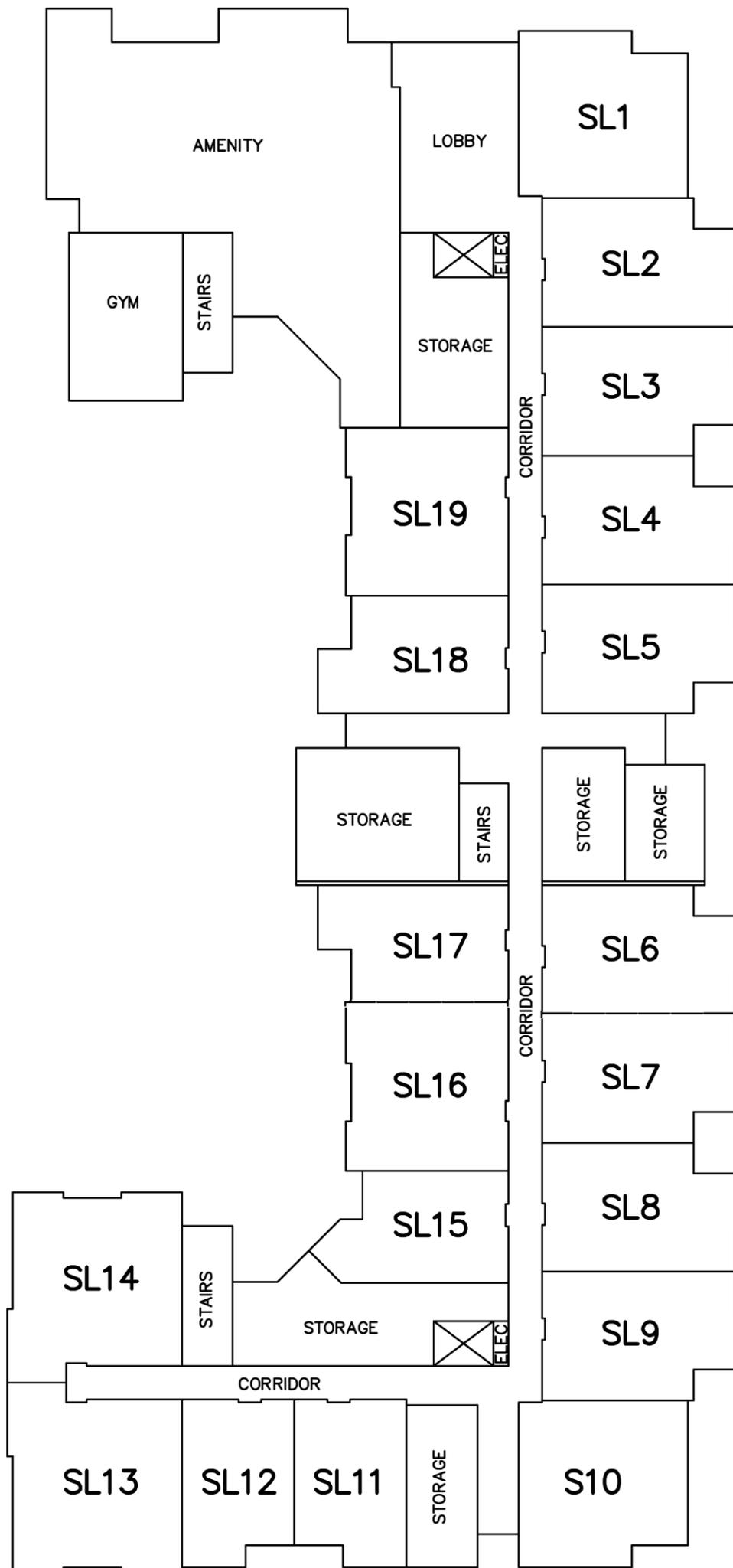
PHASE 1 SHEET 2 OF 16 SHEETS

SCALE 1:300



All distances are in metres.

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GU GORDON YU, BCLS #808

BUILDING 1 – LEVEL 2

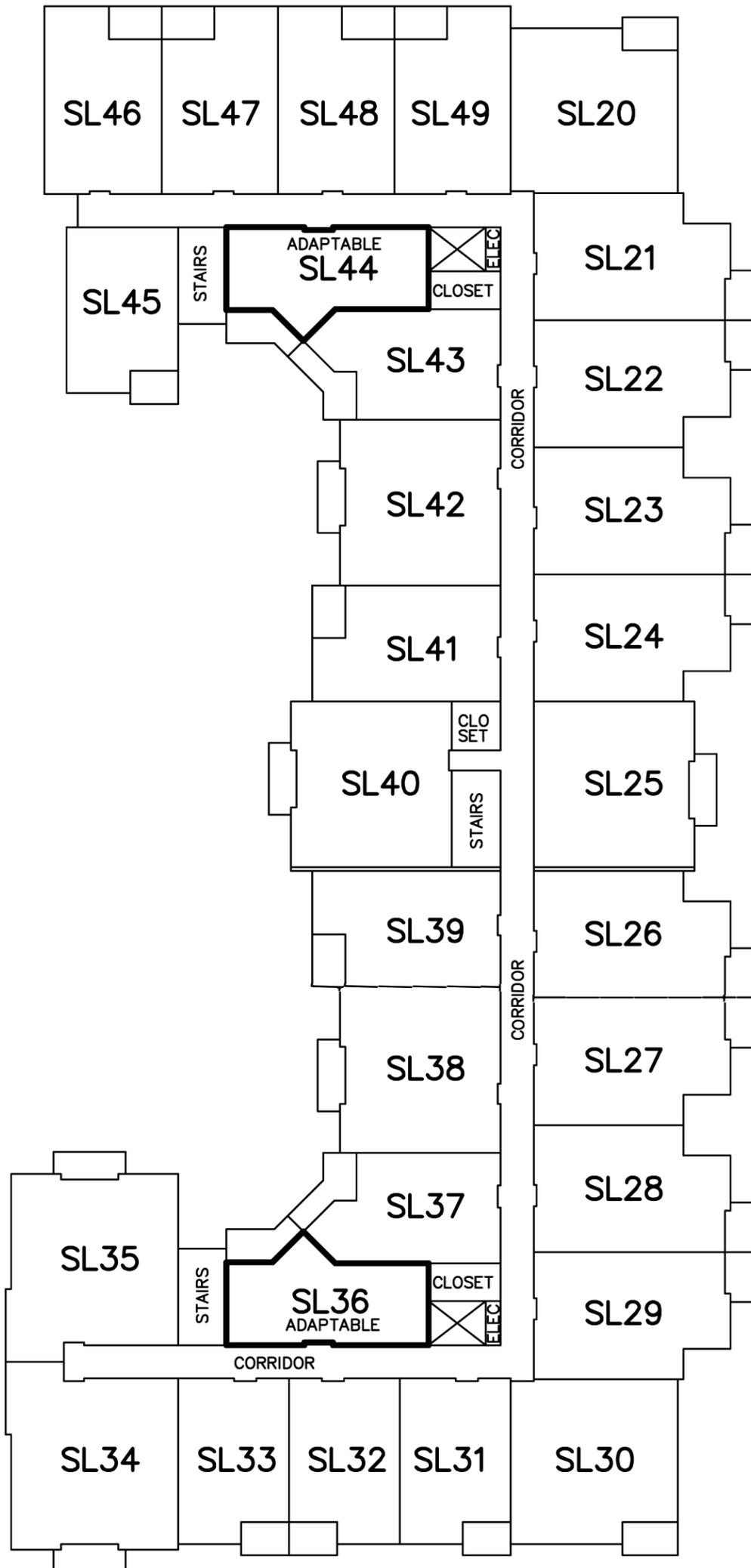
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GU GORDON YU, BCLS #808

BUILDING 1 – LEVEL 3

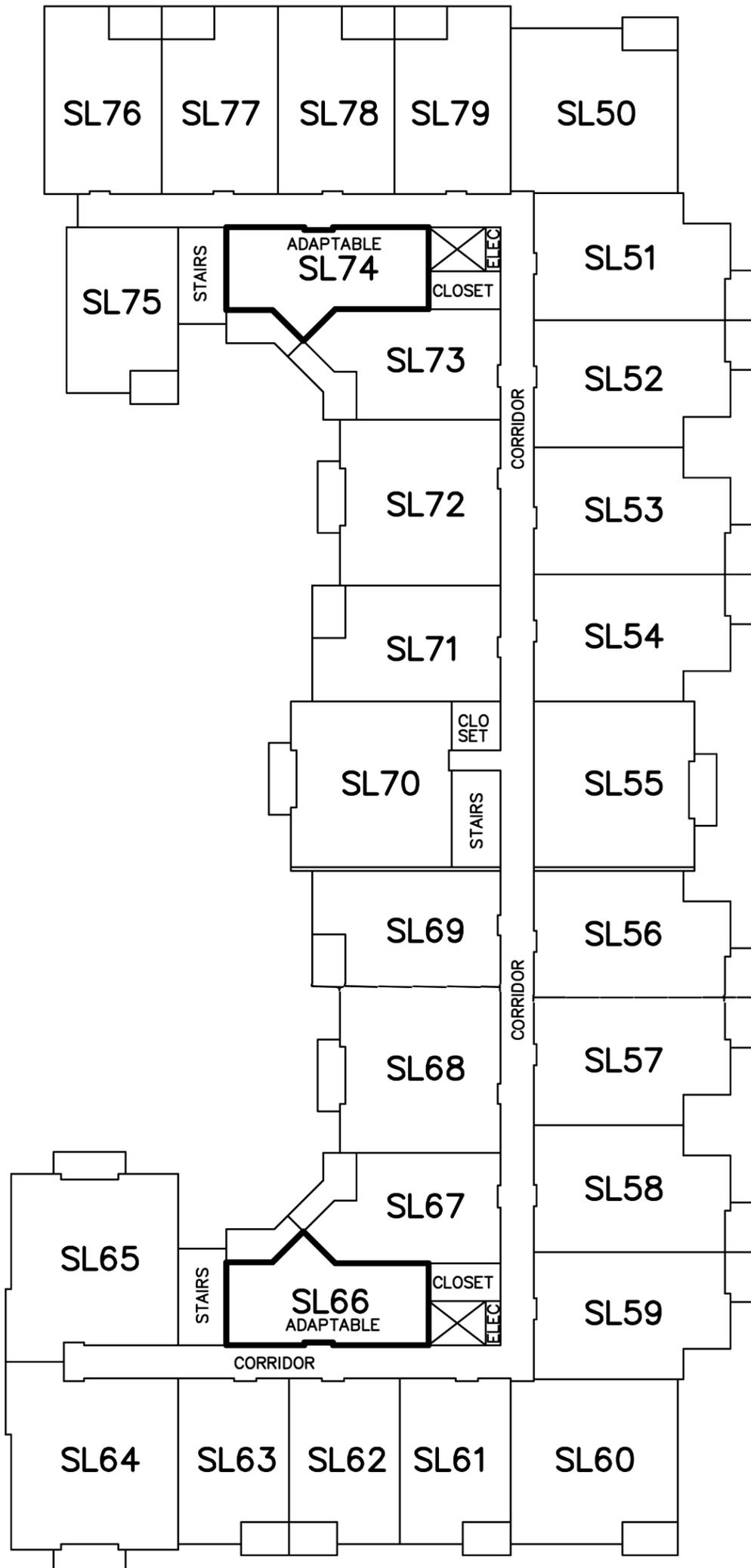
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SCALE 1:300



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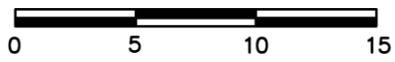
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BUILDING 1 – LEVEL 4

PHASE 1

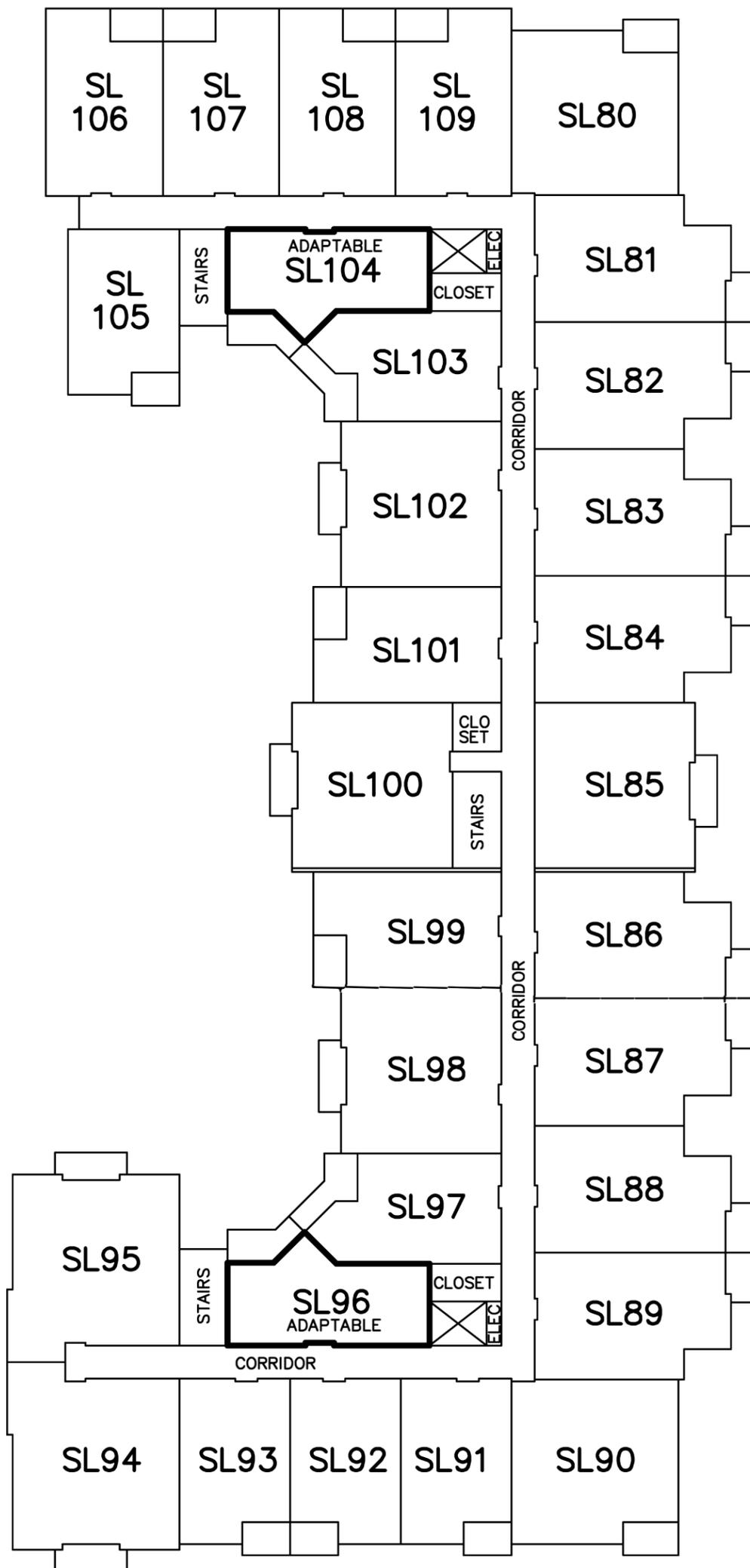
SHEET 5 OF 16 SHEETS

SCALE 1:300



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BUILDING 1 – LEVEL 5

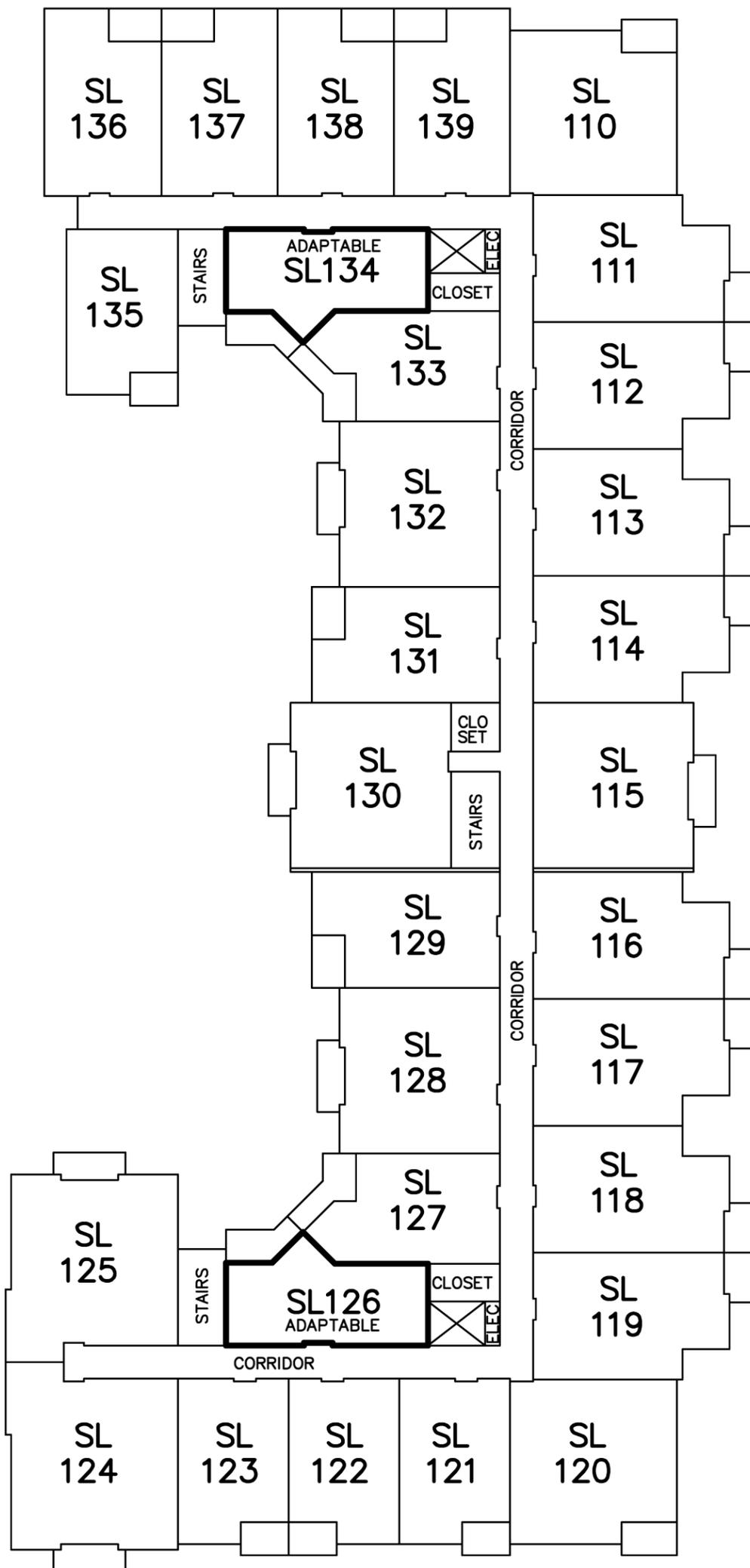
PHASE 1 SHEET 6 OF 16 SHEETS

SCALE 1:300



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BUILDING 2 – LEVEL 1

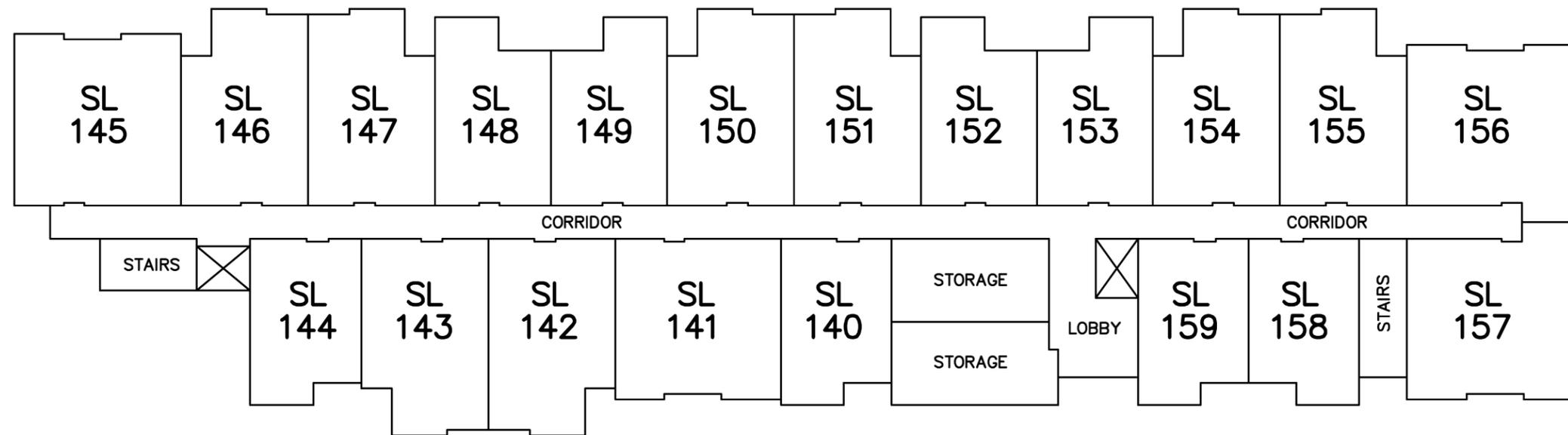
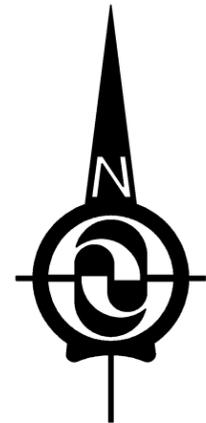
PHASE 2 SHEET 7 OF 16 SHEETS

SCALE 1:300



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BUILDING 2 – LEVEL 2

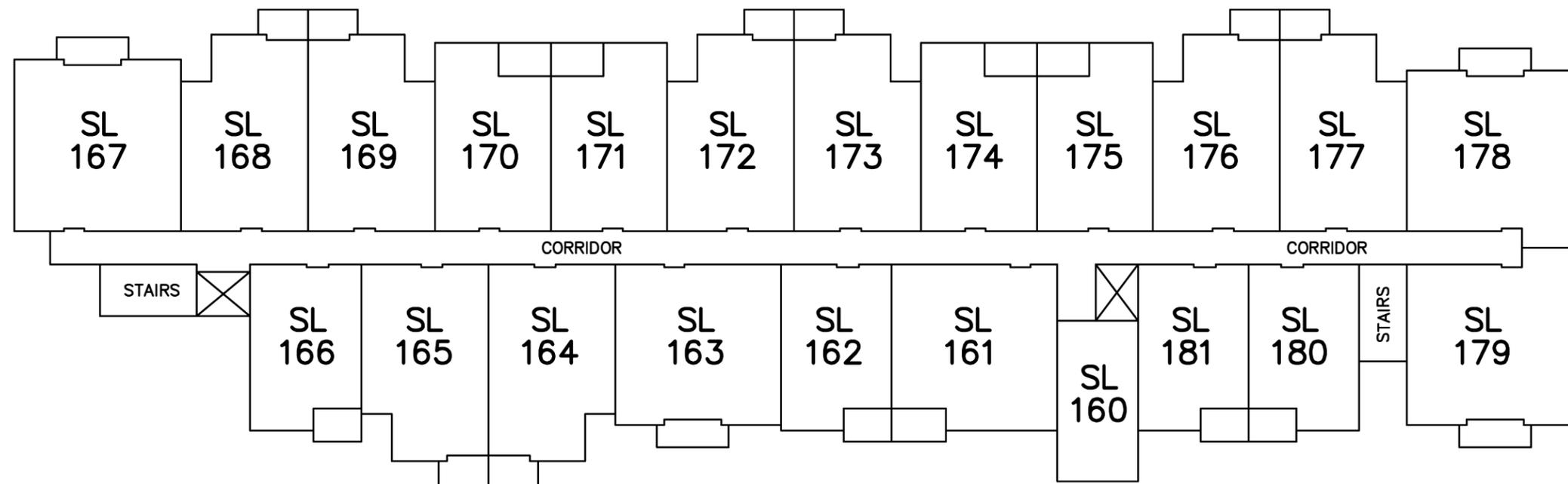
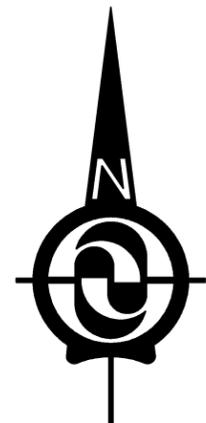
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All distances are in metres.

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GU GORDON YU, BCLS #808

BUILDING 2 – LEVEL 3

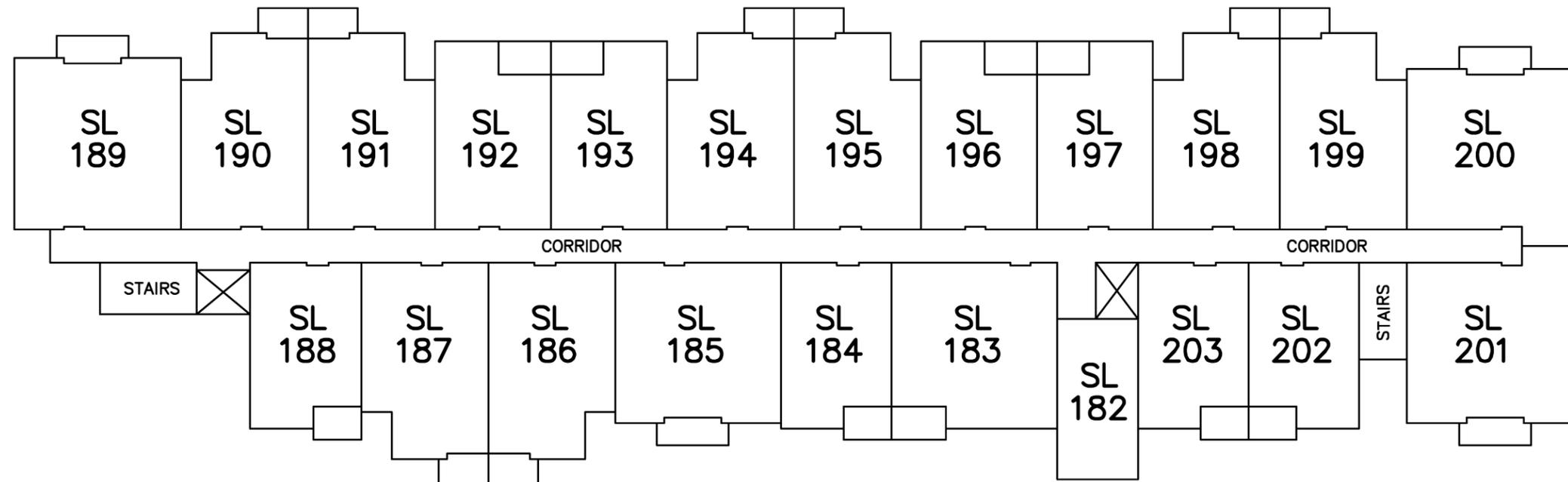
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BUILDING 2 – LEVEL 4

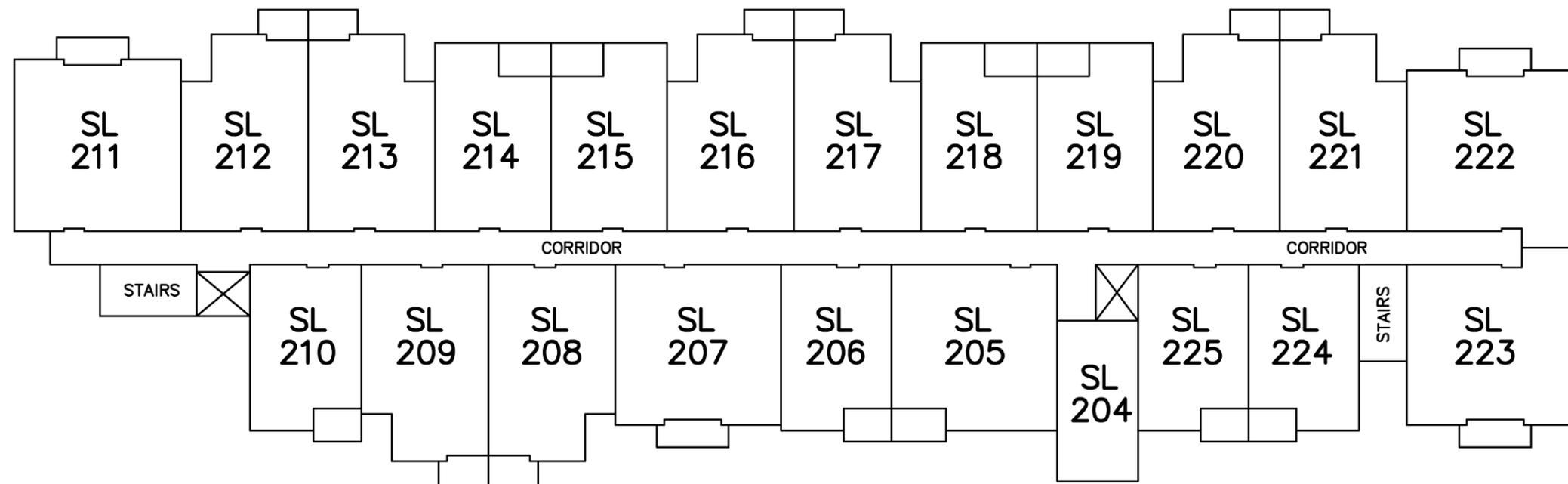
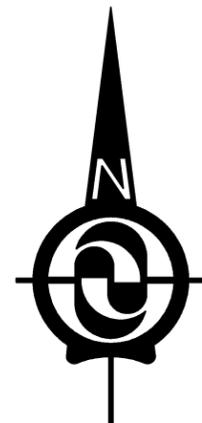
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BUILDING 2 – LEVEL 5

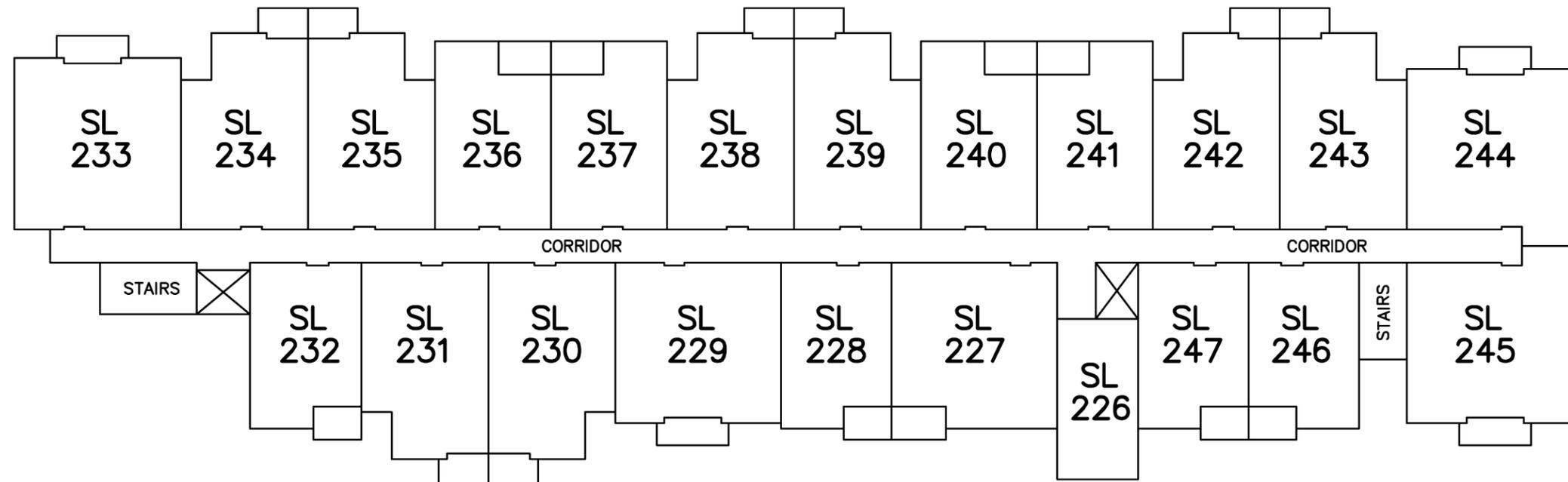
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GU GORDON YU, BCLS #808

BUILDING 3 – LEVEL 1

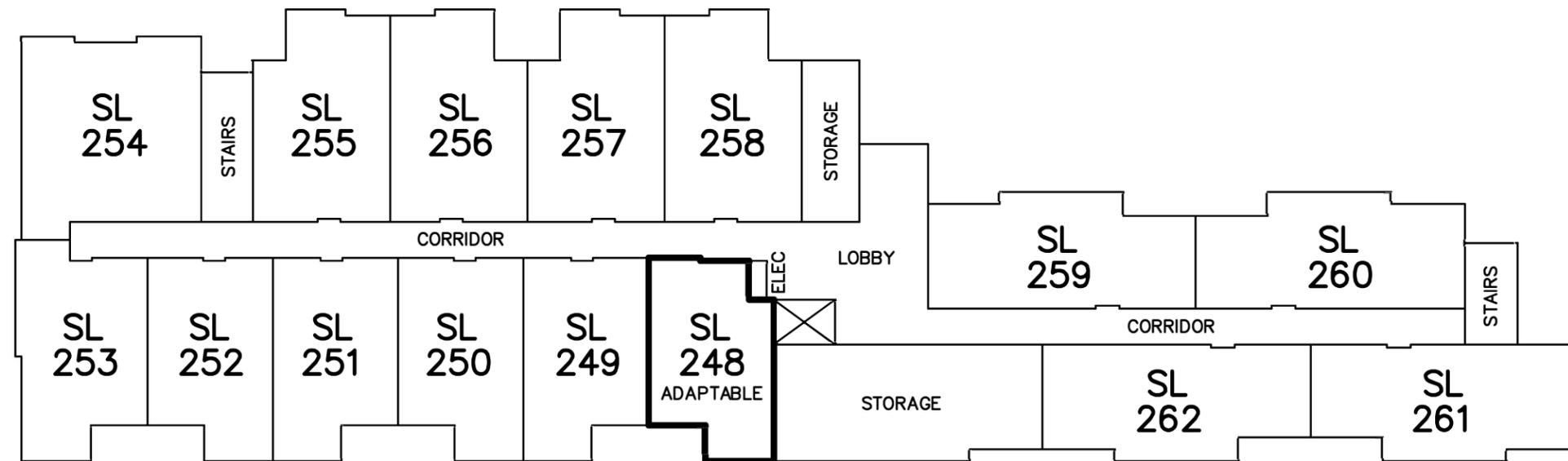
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SCALE 1:300



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BUILDING 3 – LEVEL 2

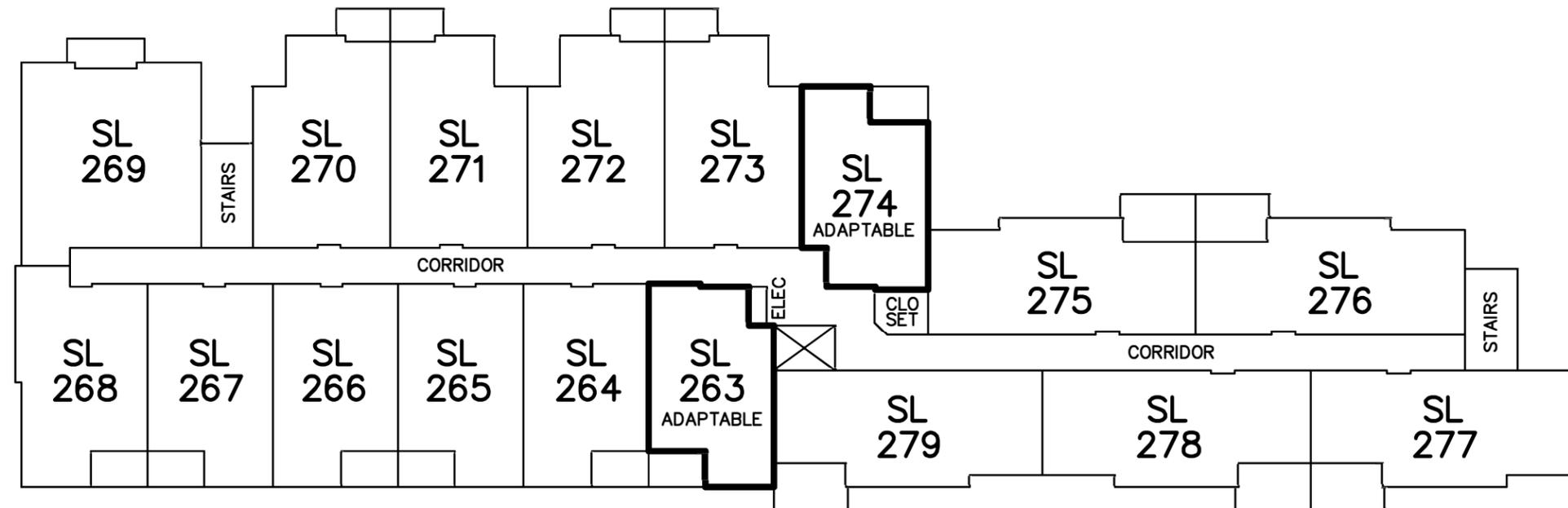
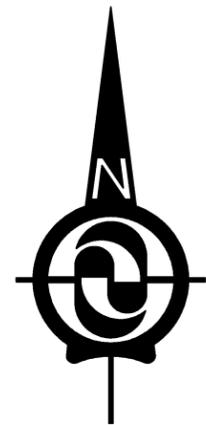
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GU GORDON YU, BCLS #808

BUILDING 3 – LEVEL 3

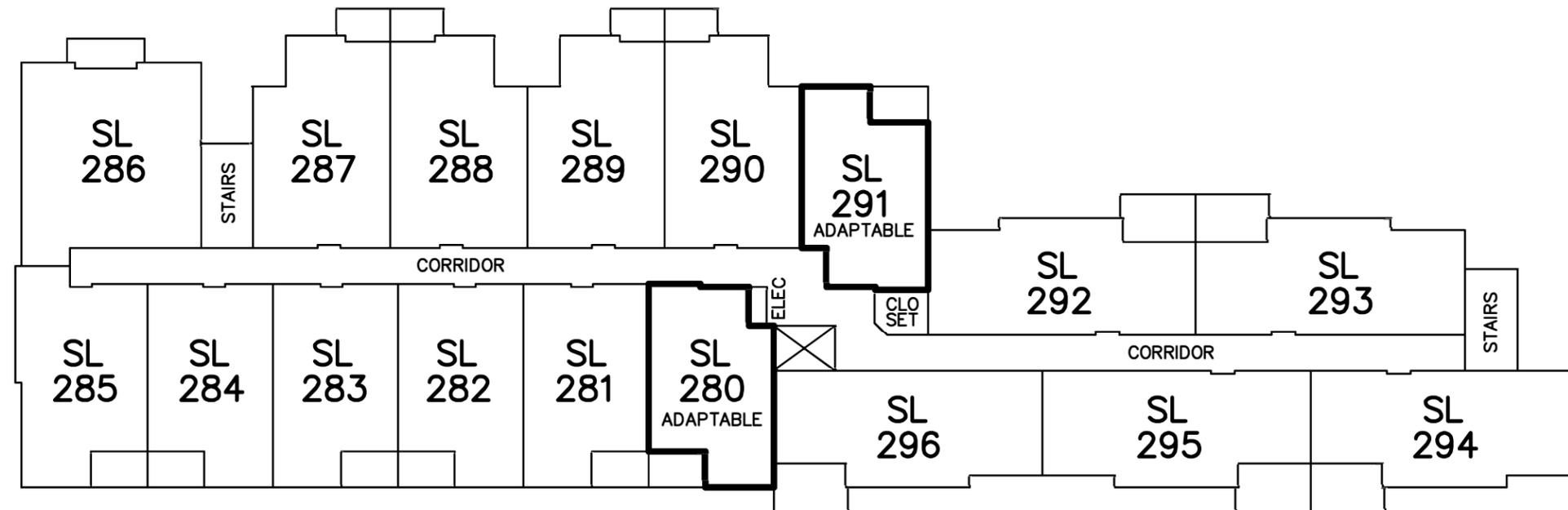
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SCALE 1:300



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GU GORDON YU, BCLS #808

BUILDING 3 – LEVEL 4

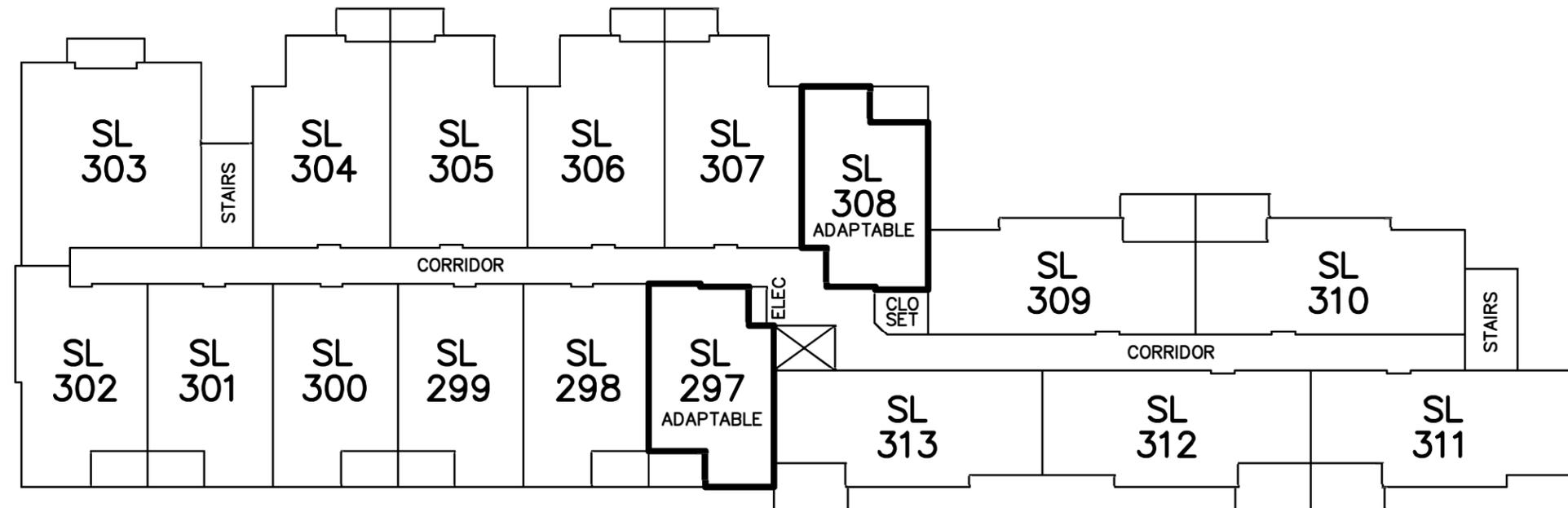
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SCALE 1:300



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GU GORDON YU, BCLS #808

BUILDING 3 – LEVEL 5

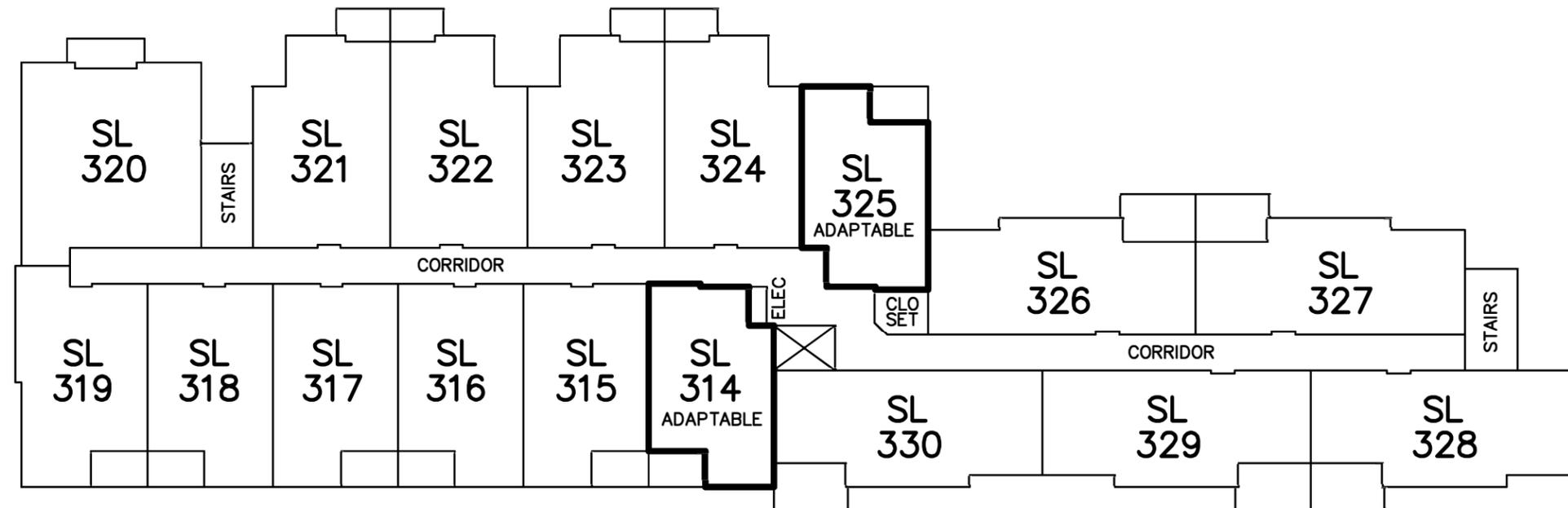
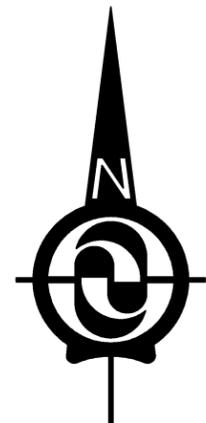
PHASE 3 SHEET 16 OF 16 SHEETS

SCALE 1:300



All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



**H.Y. AND ASSOCIATES
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