

**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 subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true 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:**

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 OF PAGES**

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

STC? YES

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

STC? YES

---

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

STC? YES

**TERMS OF INSTRUMENT – Part 2**

**BETWEEN:**

**CITY OF SURREY**, a municipal corporation having an address at  
13450 104 Avenue, Surrey, British Columbia, V3T 1V8

(the "Covenantor")

OF THE FIRST PART

**AND:**

**CITY OF SURREY**, a municipal corporation having an address at  
13450 104 Avenue, Surrey, British Columbia, V3T 1V8

(the "Covenantee")

OF THE SECOND PART

**WHEREAS:**

- A. The Covenantor is the registered owner of those lands and premises, in the City of Surrey in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: NO PID

LOT 1 BLOCK 8 SECTION 36 BLOCK 5 NORTH RANGE 3 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP58440

Parcel Identifier: NO PID

LOT 2 BLOCK 8 SECTION 36 BLOCK 5 NORTH RANGE 3 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP58440

(the "Lands")

- B. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and amendments thereto (the "*Land Title Act*"), a covenant, whether of a positive or negative nature in respect to the use of land, or, that land is or is not to be built on, in favour of the Covenantee, may be registered as a charge against the title to that land and is enforceable against the Covenantor and his successors in title, even if the covenant is not annexed to land owned by the Covenantee.

- C. The Covenantor agrees to grant a covenant in favour of the Covenantee to preserve certain trees (the "Retained Trees") identified on the tree location plan attached as Schedule "A" (the "Tree Location Plan").
- D. Explanatory Plan EPP58442 attached as Schedule "B" (the "Tree Protection Plan") provides for certain building and excavation restrictions on the Lands as provided in this Covenant.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of **TEN (\$10.00) DOLLARS**, now paid to the Covenantor by the Covenantee (the receipt and sufficiency of which is hereby acknowledged), the Covenantor hereby covenants, promises and agrees, that the Lands shall not be used, built upon or subdivided, except in compliance with this Covenant and the parties agree as follows:

- 1. The Covenantor agrees that:
  - (a) no excavation shall take place; and
  - (b) no buildings or structures shall be erected or placedwithin those portions of the Lands containing a combined area of 30.5 square metres shown **hatched** on the Tree Protection Plan (the "Root Protection Area").
- 2. The Covenantor agrees that excavation is permitted, but no buildings or structures, other than roof overhangs and cantilevered projections, which shall be permitted to extend a maximum of 0.6 metres into the hatched area, shall be erected or placed within those portions of the Lands containing a combined area of 43.5 square metres shown **non-hatched** on the Tree Protection Plan.
- 3. The Covenantor shall not cut, remove or damage any Retained Trees on the Lands, except if the Covenantor obtains a tree cutting permit, in accordance with Surrey Tree Protection Bylaw, 2006, No. 16100, as amended.
- 4. The Covenantor hereby, jointly and severally, releases, indemnifies and saves harmless the Covenantee, its elected and appointed officials, officers, employees, servants and agents from and against any and all liabilities, actions, causes of actions, claims, damages, expenses, costs on a solicitor/client basis, debts, demands or losses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) which may arise or accrue to any person, firm or corporation against the Covenantee, its elected and appointed officials, officers, employees, servants and agents by reason of:
  - (a) any negligent act or omission or willful misconduct of the Covenantor or any of his contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the performance of the obligations of the Covenantor under this Covenant; or

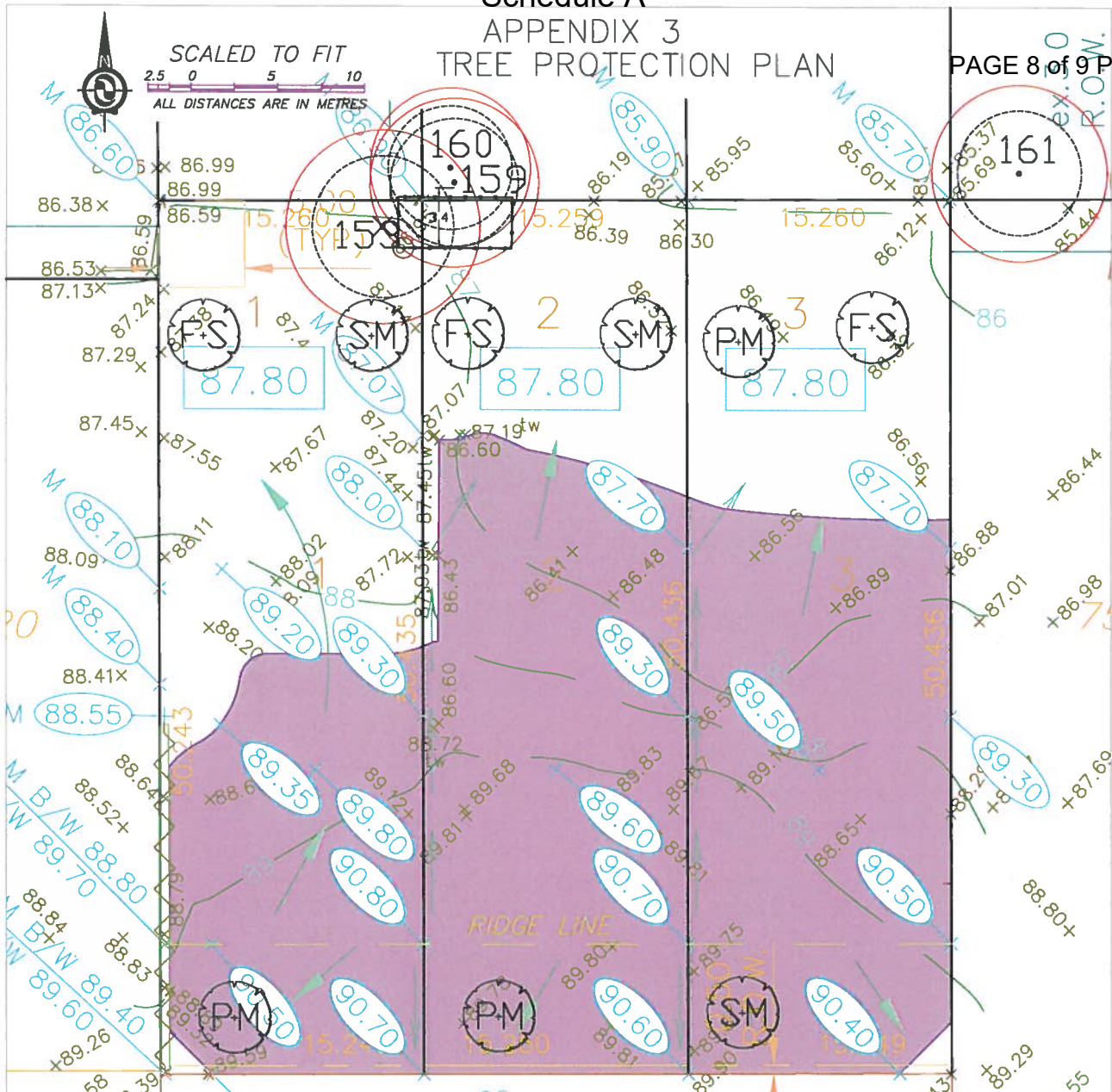
- (b) any default in the performance of the obligations of the Covenantor under this Covenant; or
  - (c) the Covenantee, its elected and appointed officials, officers, employees, servants and agents performing any work in accordance with the terms of this Covenant or requiring the Covenantor to perform any work in accordance with the terms of this Covenant.
5. The Covenantor agrees that the Covenantee is not required or is under no obligation in law or equity to prosecute or enforce this Covenant in any way whatsoever.
  6. The Covenantor agrees to obtain from any prospective purchaser, leaseholder, tenant or other transferee of the Lands an agreement to be bound by the terms of this Covenant.
  7. The Covenantor agrees that, if there is more than one Covenantor, all of the Covenantor's covenants, promises and agreements herein are joint and several.
  8. The Covenantor agrees that he shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances, which may be reasonably necessary to give proper effect to the intent of this Covenant, including acts necessary to obtain priority of this Covenant over financial charges which may be registered against the Lands in the Land Title Office.
  9. The parties agree that nothing contained or implied herein shall derogate from the obligations of the Covenantor under any other agreement with the Covenantee or, if the Covenantee so elects, prejudice or affect the Covenantee's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended from time to time and the *Community Charter*, S.B.C. 2003, c. 26, as amended from time to time and the rights, powers, duties and obligations of the Covenantee under all public and private statutes, by-laws, orders and regulations, which may be, if the Covenantee so elects, as fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Covenantor and the Covenantee.
  10. The parties agree that this Covenant may only be modified or discharged with the consent of the Covenantee, pursuant to the provisions of Section 219(9) of the *Land Title Act*.
  11. The parties agree that this Covenant, or any of the rights conferred by this Covenant upon the Covenantee, may be assigned in whole or in part by the Covenantee without the consent of the Covenantor.
  12. The parties agree that any alleged waiver of any breach of this covenant is not effective unless it is an express waiver in writing. No such waiver of any breach of this covenant operates as a waiver of any other breach of this covenant. The parties agree that failure on the part of the Covenantee to exercise and delay in exercising any right under this

Covenant shall not operate as a waiver thereof, nor shall any single or partial exercise by the Covenantee of any right under this Covenant preclude any other or future exercise thereof or the exercise of any other right.

13. The parties agree that the covenants made herein pursuant to Section 219 of the *Land Title Act*, including without limitation the release and indemnification shall enure to the benefit of and be binding upon the Covenantee and its successors and assigns and shall enure to the benefit of and be binding upon the Covenantor and his heirs, executors, administrators and successors and shall run with the land and enure to the benefit of and be binding upon the Covenantor's successors in title and their respective heirs, executors, administrators and successors.
14. The parties agree that words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
15. The parties agree that the Covenant shall be enforceable by mandatory and prohibitory injunctions or orders for specific performance or mandamus, it being acknowledged and agreed by the parties hereto that damages would not be a sufficient remedy. No clause in this Covenant shall constitute a bar or condition precedent to an application to a court of competent jurisdiction for an order for injunctive relief and the Covenantee retains the right to make an application for an injunction. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the Covenantee herein shall be deemed to be in addition to and not restrictive of the remedies of the Covenantee at law or in equity.
16. The parties agree that all the obligations and covenants contained in this Covenant are severable, so that if any one or more of the obligations or covenants are held by, or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.

**IN WITNESS WHEREOF** the parties hereto have executed the Form C attached to this Agreement.

**Schedule A**  
**APPENDIX 3**  
**TREE PROTECTION PLAN**



**REPLACEMENT TREES**

QTY	Type	Size
3	Fragrant Snowbell	6cm
3	Paperbark Maple	6cm
3	Saucer Magnolia	6cm

**TREE PROTECTION FENCING**

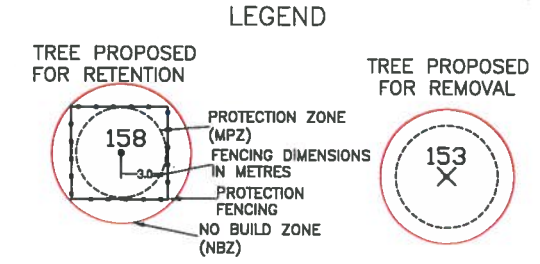
**Minimum Radial Distance from trunk**

#	Type	DBH	Metres	Feet
159	Paper Birch	40/30cm	3.4m	11.2ft
160	Western Hemlock	40cm	2.4m	7.9ft

**TREE INVENTORY**

#	Type	Action	DBH	MPZ
153	Western Redcedar	Remove	68cm	4.1m
159	Paper Birch	Retain	40/30cm	3.4m
160	Western Hemlock	Retain	40cm	2.4m
161	Weeping Willow	Retain	60cm	3.6m

DBH- trunk diameter, MPZ- protection zone



**NOTES:**  
 1. PLANTS IN THE PLANT LIST ARE SPECIFIED ACCORDING TO THE LANDSCAPE CANADA GUIDE SPECIFICATIONS FOR NURSERY STOCK AND THE BCNTA STANDARD FOR CONTAINER GROWN PLANTS.  
 ALL LANDSCAPING AND LANDSCAPE MATERIALS CONFORM TO THE LATEST EDITION OF THE BCNTA/BCSLA "LANDSCAPE STANDARDS".

**NOTES:**  
 1. SITE LAYOUT INFORMATION AND TREE SURVEY DATA PER SUPPLIED DRAWING  
 2. REFER TO ATTACHED TREE PROTECTION REPORT FOR INFORMATION CONCERNING TREE SPECIES, STEM DIAMETER, HEIGHT, CANOPY SPREAD AND CONDITION.  
 3. ALL MEASUREMENTS ARE METRIC

Froggers Creek  
 Tree Consultants Ltd

7783 McGregor Avenue Burnaby BC V5J 4H4  
 Telephone: 604-721-8002 Fax: 604-437-0870  
 11859 86th Ave Surrey BC

**TREE PROTECTION DRAWING**  
 THE DRAWING PLOTS ALL TREES, PROPOSED FOR RETENTION, REMOVAL, THEIR PROTECTION ZONES, PROTECTION FENCING AND REPLACEMENT TREES IN RELATION TO PROPOSED LAYOUT

April 28, 2018

*MP Chan*  
 March 2011  
 Retain 153 as sanitary access from 96 Ave



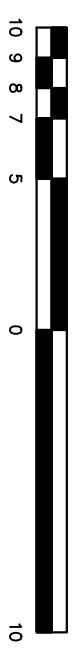
EXPLANATORY PLAN OF PORTIONS OF LOTS 1 AND 2 SECTION 36 BLOCK 5 NORTH  
 RANGE 3 WEST NEW WESTMINSTER DISTRICT PLAN EPP58440

PLAN EPP58442

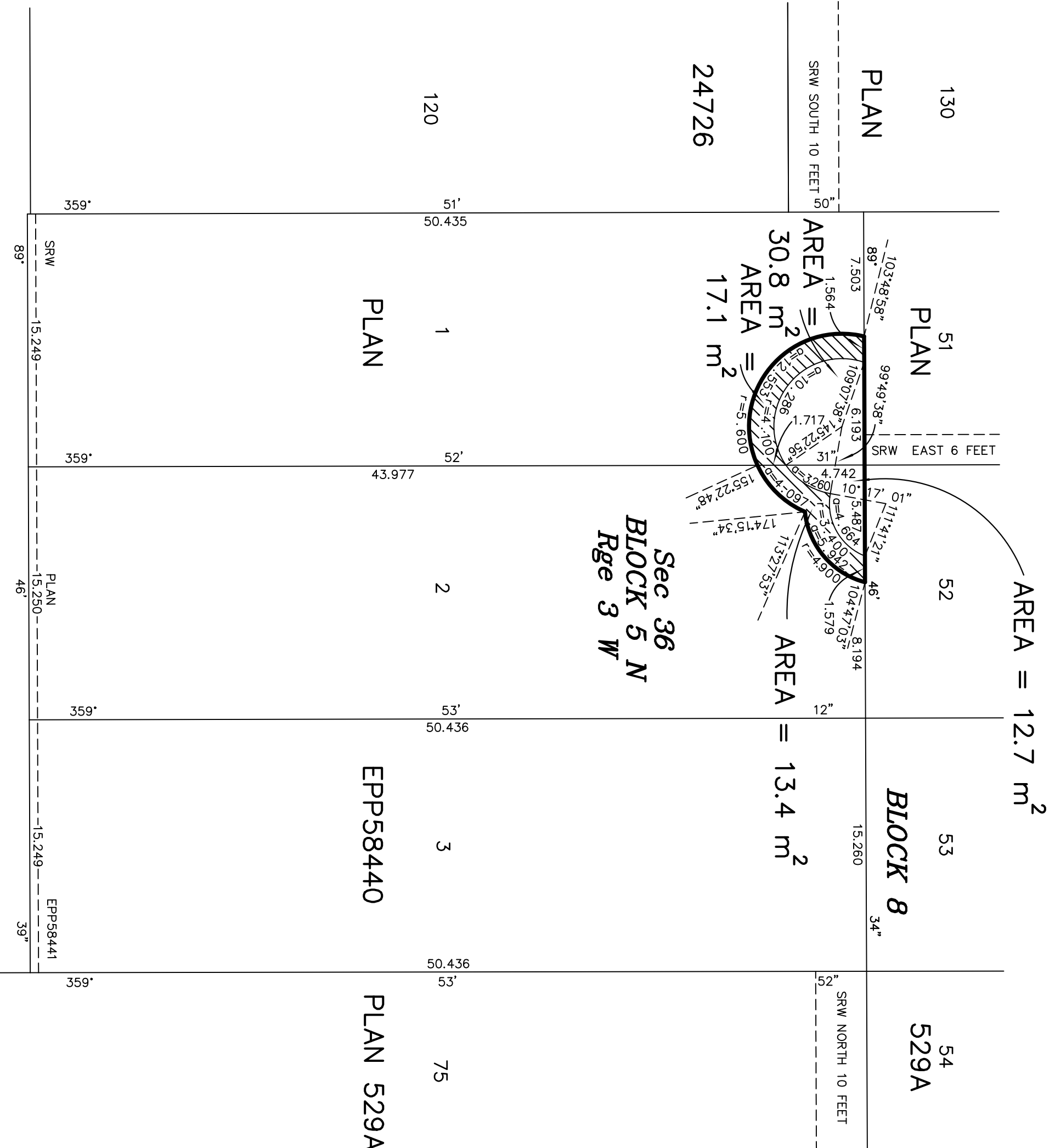
BCGS 92G016

PURSUANT TO SECTION 99(1)(e), LAND TITLE ACT  
 FOR COVENANT PURPOSES

BOOK OF REFERENCE		AREA HATCHED	AREA NON-HATCHED	TOTAL AREA
PORTION OF LOT 1 SEC. 36 BSN R3W NMD PLAN EPP58440		17.1 SQ.M.	30.8 SQ.M.	47.9 SQ.M.
PORTION OF LOT 2 SEC. 36 BSN R3W NMD PLAN EPP58440		13.4 SQ.M.	12.7 SQ.M.	26.1 SQ.M.



ALL DISTANCES ARE IN METRES  
 THE INTENDED PLOT SIZE OF THIS PLAN IS  
 560mm IN WIDTH BY 432mm IN HEIGHT  
 (USE C SIZE SHEET) WHEN PLOTTED AT A SCALE OF 1:250.  
 BEARINGS ARE GRID DERIVED FROM PLAN EPP58440.



96 AVENUE

**CITY OF SURREY**  
 The Future Lives Here  
 SURVEY SECTION  
 13450 - 104 AVE.  
 SURREY, B.C. V3T 1V8  
 TEL. (604) 591-4253  
 FAX. (604) 591-8693

THIS PLAN LIES WITHIN THE METRO  
 VANCOUVER REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY  
 OF BC RECORDS: PLANS 529A, 24726, EPP58440 & EPP58441.  
 MONTGOMERY C. BRISSON, BCLS 774  
 10TH DAY OF JUNE, 2019.