

LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

10 DEC 2003 12 19

BV516449

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use) PAGE 1 of 6 PAGES

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

And Boerzoy c/o LANDO & COMPANY [CLIENT #010394] FILE 43777 [RCNOSUBD]
Barristers & Solicitors [LTO AGENT CLIENT NUMBER 115061]
P.O. Box 11140, 2010 - 1055 West Georgia Street,
Vancouver, B.C. V6E 3P3 (Tel: 682-6821)
City Project No. 7900-0044-00
Section 219 Covenant (No Build)

And Boerzoy
Signature of Authorized Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)			
SEE SCHEDULE	SEE SCHEDULE	24	03/12/10 12:20:04 02 LM	506958
		CHARGE		\$55.00

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

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
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

MARTIN WEDGWOOD SMITH and KAREN EDA GORDON

6. TRANSFEREE(S) (Including occupation(s), postal address(es) and postal code(s))*

CITY OF SURREY,
14245 - 56TH AVENUE, SURREY, BRITISH COLUMBIA, V3X 3A2

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Party(ies) Signature(s)

Peter Sharpe

PETER SHARPE
1900, 1040 W. GEORGIA ST.
VANCOUVER, B.C. V6E 4H3
(604) 713-4020
SOLICITOR

Y	M	D
03	05	14

Martin Wedgwood Smith
MARTIN WEDGWOOD SMITH

Karen Eda Gordon
KAREN EDA GORDON

(as to all signatures)

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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

8/14

SURVEY

LAND TITLE ACT
FORM D

EXECUTION CONTINUED

Page 2 of 6 Pages

OFFICER SIGNATURE(S)	EXECUTION DATE			Transferor/Borrower/Party Signature(s)
	Y	M	D	
<p>SUSAN PALMER 14245 - 56 Avenue Surrey, B.C. V3X 3A2 591-4303 A Commissioner for taking Affidavits for British Columbia</p> <p><i>Susan Palmer</i> (as to the signature of the City Clerk)</p>	03	07	17	<p>CITY OF SURREY by its authorized signatory(ies)</p> <p><i>How Yn Leung</i> Paul Han <i>How Yn Leung, Acting</i> General Manager, Engineering General Manager, Planning & Development</p> <p><i>Margaret Jones</i> Margaret Jones Acting City Clerk</p>

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 6 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE
FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

- 2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

NPA

LOT 5 SECTION 10 TOWNSHIP 2 NWD PLAN

BCP 8715

- 3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)

SECTION 219 COVENANT ENTIRE INSTRUMENT TRANSFEREE
PAGES 4 TO 6

TERMS OF INSTRUMENT - PART 2

RESTRICTIVE COVENANT: LAND TITLE ACT S.219 AND CONTRACT
(No Buildings or Structures until Services Available)

THIS AGREEMENT made the 1ST day of JUNE, 2001.

BETWEEN: MARTIN WEDGWOOD SMITH and KAREN EDA GORDON
both of
5690 - 144th Street, Surrey, B.C. V3W 5P4

(the "Owner")

OF THE FIRST PART

AND: CITY OF SURREY,
a municipal corporation under the Local Government Act
of the Province of British Columbia,
and having its City Offices at
14245 - 56th Avenue, Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner 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:

(PID) (LEGAL DESCRIPTION)

NPA LOT 5 SECTION 10 TOWNSHIP 2 NWD PLAN ~~EMP~~ BCP 8715;

(the "Lands")

B. By the provisions of Section 219 of the Land Title Act R.S.B.C. 1996, Chapter 250, and amendment thereto (the Land Title Act) there may be registered as annexed to any land, conditions or covenants in favour of the City that the land, or any specified portion thereof, is to be built upon or not to be built upon or is to be used or not to be used in a particular manner.

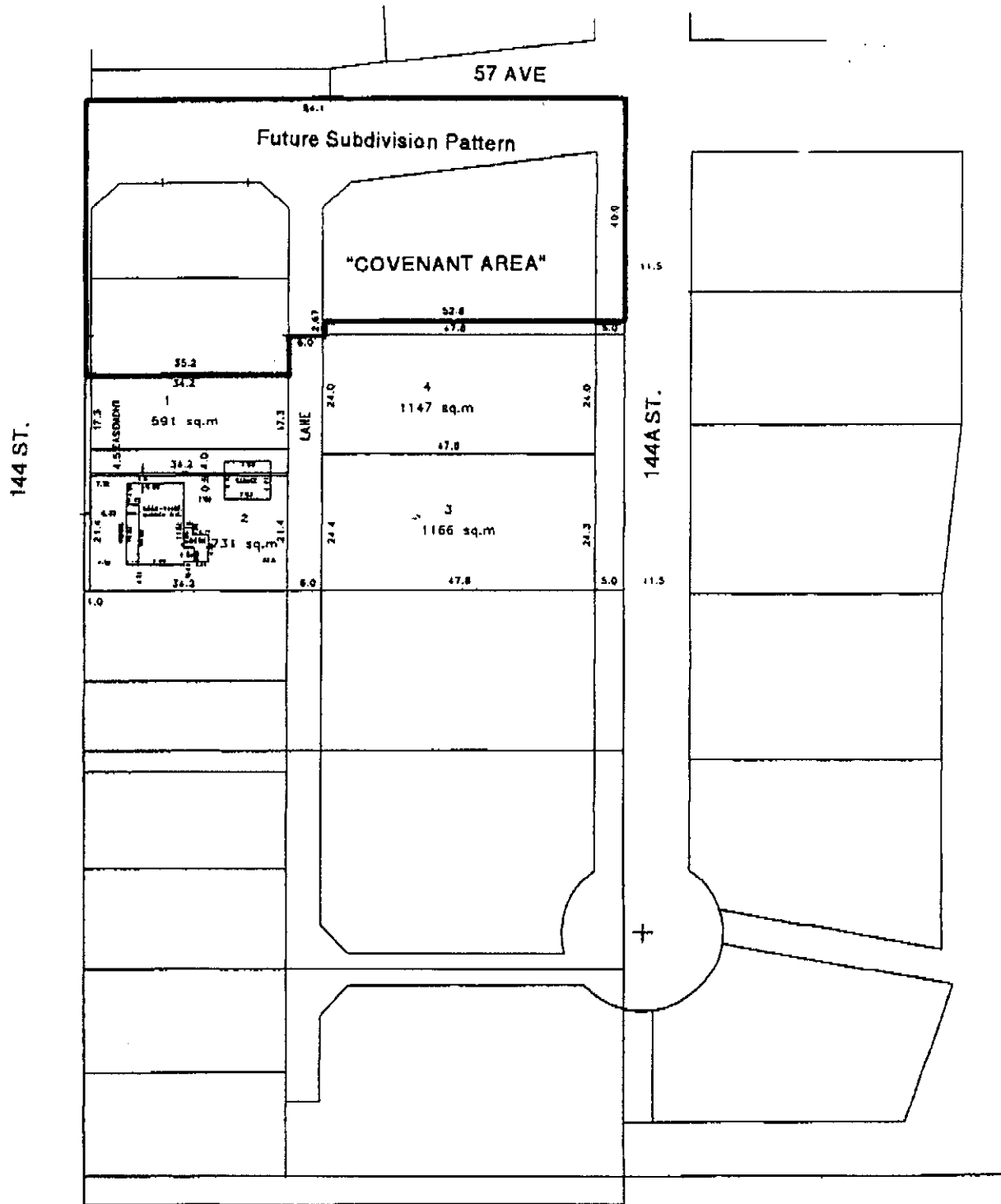
NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of ONE (\$1.00) DOLLAR paid to the Owner by the City (the receipt of which is hereby acknowledged) the Owner covenants and agrees with the City as follows:

1. In this Agreement "Covenant Area" means all that portion of Lands shown outlined in heavy dark line on ~~Explanatory Plan EMP~~ Sketch, a copy of which is attached hereto as page 6. *Sketch* ↙
2. The Owner covenants and agrees that, except for the renovation of, addition to or replacement of any existing buildings, the Owner shall not place, install or construct any building, accessory building or structure on the Covenant Area until future subdivision as shown on the Explanatory Plan occurs and until such time as Municipal services have been secured to the satisfaction of the City and the services have been approved by the City.
3. The Owner acknowledges the City's intention that any future subdivision of the Lands will be substantially in accordance with that shown on the Explanatory Plan annexed hereto.

PAGE 5 OF 6 PAGES

4. The Owner hereby releases, indemnifies and saves harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement or any default of the Owner under or in respect of this Agreement.
5. The Owner hereby covenants and agrees with the City that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
6. The Owner covenants and agrees to obtain from any prospective purchaser, leaseholder, tenant and other transferee of the lands referred to herein, an agreement to be bound by the terms of this Agreement.
7. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the lands as if this Agreement had not been executed and delivered to the Owner.
8. The parties agree that this Agreement may only be modified or discharged with the consent of the City pursuant to the provisions of Section 219(9) of the *Land Title Act*.
9. The parties agree that they will do such further acts and give such further assurances as necessary to implement the true intent and meaning of this Agreement.
10. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.
11. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.



END OF DOCUMENT