

Appendix "B"

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LAND TITLE ACT  
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 5 pages

LAND TITLE OFFICE  
NEW WESTMINSTER/VANCOUVER

1. APPLICATION:

THOMPSON & McCONNELL  
BARRISTERS & SOLICITORS  
#300 - 1676 Martin Drive,  
Surrey, B.C. V4A 6E7  
531-1421

Signature of Agent for Applicant

ANNE M. HERREWIG  
#300 - 1676 Martin Drive,  
Surrey, B.C. V4A 6E7  
Legal Assistant  
531-1421

File No. 0756.759

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

(PID) (LEGAL DESCRIPTION)  
000-897-418 Lot 13 Block 5 Sec 10 Tp 1 NWD Plan 1864

3. NATURE OF INTEREST:\*

Description  
S. 219 Covenant

Document  
Reference  
Entire Instrument

Person Entitled  
to Interest  
Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms  D.F. No. ST
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  There is no Part 2 of this instrument

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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):\*

F. B. WESTENDORF & SONS LTD. (Inc. No. 161548) (Covenant)

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

THE CORPORATION OF THE CITY OF WHITE ROCK, a Municipal Corporation,  
15322 Buena Vista Avenue, White Rock, British Columbia V4B 1Y6

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COMS CORP  
SERVICES LTD

FORM C continued

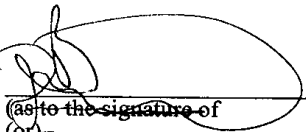
**7. ADDITIONAL OR MODIFIED TERMS:\***  
**NOT APPLICABLE [or set out modified terms]**

**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)

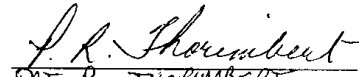
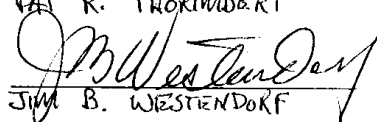
EXECUTION DATE


PARTY(IES) SIGNATURE(S)

  
 (as to the signature of  
 (or)  
 As to both signatures)  
**J. DALE BRADFORD**  
 Barrister, Solicitor & Notary Public  
 2nd Floor, 2099 - 152nd Street  
 South Surrey, B.C. V4A 4N7  
 (604) 531-1041


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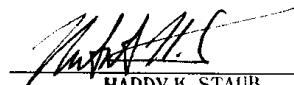
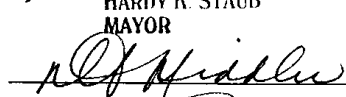
F. B. WESTENDORF & SONS LTD.  
 by its authorized signatory/ies

  
 R. THOKIMBERT  
  
 J. B. WESTENDORF

  
 (as to the signature of  
 (or) as to  
 both signatures)

THE CORPORATION OF THE  
 CITY OF WHITE ROCK  
 by its authorized signatories

  
 (Jim) S/SGT. J.A. FISHER  
 DETACHMENT COMMANDER  
 JAN 15 1998  
 Commissioner  
 R.C.P.T.  
 15299 Pacific Ave  
 White Rock, B.C.  
 V4B 1R1

  
 HARDY K. STAUB  
 MAYOR  
  
 DIANE A. MIDDLE  
 CITY CLERK

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.  
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TERMS OF AGREEMENT - Part 2

COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT made the <sup>15<sup>th</sup></sup> day of *Jan.*, 19*98*

BETWEEN:

F.B. WESTENDORF & SONS LTD.  
(Incorporation No. 161,548)  
300 - 15261 Russell Avenue  
White Rock, British Columbia  
V4B 2P7

(hereinafter called the "Developer")

AND:

THE CORPORATION OF THE CITY OF WHITE ROCK, a Municipal Corporation under the "Municipal Act" and having its offices at 15322 Buena Vista Avenue, in the City of White Rock, in the Province of British Columbia, V4B 1Y6

(hereinafter called the "Municipality")

WHEREAS:

- A. The Developer is the registered owner of or has an equity of redemption in that parcel of land and premises situate in the City of White Rock, in the Province of British Columbia, and described as:

Parcel Identifier: 000-897-418  
Lot 13  
Block 5 Section 10 Township 1  
New Westminster District  
Plan 1864

(hereinafter called the "said lands");

- B. The said lands are presently zoned RM-2 (Medium Density Apartment Residential Zone) use;
- C. The Developer has applied to rezone the said lands to permit construction of a building containing residential strata lots and strata lots containing both residential and commercial areas (the "live/work strata lots");
- D. The commercial area of each live/work strata lot is to be used by the occupant of the residential area; 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 land or the use of a building on or to be erected on land, that land is or is not to be built on or that land is not to be subdivided except in accordance with the covenant, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land.

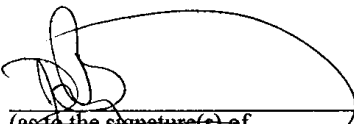
NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Developer by the Municipality (the receipt and sufficiency whereof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

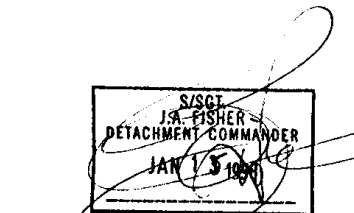
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1. THE DEVELOPER COVENANTS AND AGREES with the Municipality that:
  - (a) the said lands and any building or structures erected or placed on or to be erected or placed on the said lands shall not be used or built on except in accordance with this Covenant;
  - (b) any building constructed or to be constructed on the said lands shall contain no more than 2 live/work strata lots;
  - (c) it shall not lease or permit the sublease of any portion of the live/work strata lots; any lease of the live/work strata lot granted by the Developer shall be of the whole of the live/work strata lot and shall include a clause which prohibits the subleasing of a portion of the live/work strata lot;
  - (d) the Developer will, at the expense of the Developer, do or cause to be done 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 Lower Mainland Land Title Office save and except those specifically approved in writing by the Municipality or in favour of the Municipality; and
  - (e) the Developer will pay to the Municipality, prior to the execution of this Agreement, the legal fees incurred by the Municipality in the preparation of this Agreement.
2. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
  - (a) 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, bylaws, 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;
  - (b) 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;
  - (c) 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;
  - (d) 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
  - (e) 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.

IN WITNESS WHEREOF the parties have executed this Agreement.


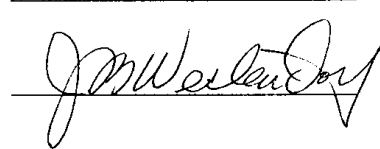
  
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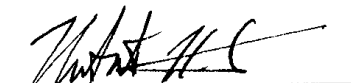
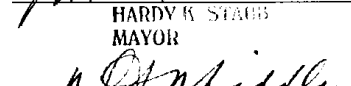
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 by its authorized signatory/ies

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