

Status: Registered

Doc #: BP84434

RCVD: 2000-04-13 RQST: 2025-08-28 12.17.25

10 APR 13 09 59 LAND TITLE ACT BP084434 00 APR 13 09 59 BP084435

FORM C

(Section 219.81)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 8 pages

SURVEY DEPT.

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

Naseem Bawa, Barrister & Solicitor

CLIENT NO. 11061

4620 Coventry Drive, Richmond, B.C. V7C 4R2 272-7789

Naseem Bawa, Solicitor

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

(PID)

(LEGAL DESCRIPTION)

005-606-322

Lot 112 DL 190 Group 1 NWD Plan 57529

024-670-529

Lot A (See, BP6684) DL 190 Group 1 NWD Plan 51504

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

219 Covenant with Priority Agreement granting priority over Mortgage No. BN 319723 and Assignment of Rents No. BN 319724

(page and paragraph) Entire Instrument Page

City of Port Moody Transferee

13 00/04/13 09:57:59 01 NW CHARGE

204975 \$110.00

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):\*

CHURCHILL VENTURES INC. (INC. 546315) 5340 Granville Ave., Richmond, BC V7C 1E7  
VANCOUVER CITY SAVINGS CREDIT UNION (Registration No. F197) 183 Terminal Avenue, Vancouver, B.C. V6E 4G2

6. TRANSFEE(S): (Including postal address(es) and postal code(s))\*

CITY OF PORT MOODY having an office at 100 Newport Drive, Port Moody, BC V3H 5C3

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)  
  
JAKE MICNER  
BARRISTER & SOLICITOR  
210-6411 Tuswell St.  
Richmond, BC V6Y 2G5

Execution Date		
Y	M	D
00	3	30

Party(les) Signature(s)  
Vancouver City Savings Credit Union by its authorized signatories:  
  
KAREN L. HOWATSON  
Security and Loans Administration Manager  
Business Services Department  
  
Felicity A. Clark  
Risk Manager  
Business Services Department


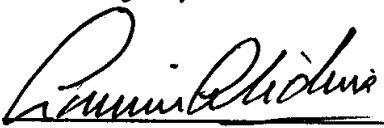

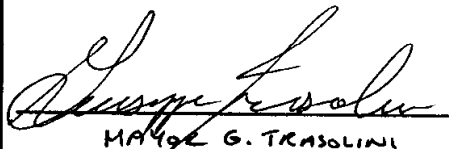

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or the person authorized by the Evidence Act, R.S.B.C. 1996, C.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain 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 D**

**EXECUTIONS CONTINUED**

Page 2

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
 <hr/> <p><b>NASEEM BAWA</b> Barrister &amp; Solicitor 4620 Coventry Drive Richmond, B.C. V7C 4R2 Tel: 272-7789 Fax: 272-7995</p>	00	03	26	<p>Churchill Ventures Inc. by its authorized signatory:</p>  <hr/> <p>AMIN ALIDINA</p>
 <hr/> <p><b>Kelly Head</b> A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 5C3</p>	00	04	04	<p>City of Port Moody by its authorized signatories:</p>  <hr/> <p>MARGE G. TRASOLINI</p>  <hr/> <p>RUTH TOLERTON, 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.

**"TERMS OF THE INSTRUMENT - PART 2"**

**THIS AGREEMENT** made the 25th day of March, 2000.

**BETWEEN:** CHURCHILL VENTURES INC. (INC. NO. 546315) having an office at  
5340 Granville Avenue, Richmond, B.C. V7C 1E7 ("Churchill")

**AND:** CITY OF PORT MOODY having an office at 100 Newport Drive, Port  
Moody, B.C. V3H 5C3 (the "City")

**WHEREAS:**

A. Churchill is the registered owner in fee-simple of the Lands hereinafter defined: 005-606-322 Lot 112 DL 190 Group 1 NWD Plan 57529 ("Lot 112") and 024-670-529 Lot A (See, BP6684) DL 190 Group 1 NWD Plan 51504 ("Lot A").

B. Churchill has agreed to grant a covenant containing certain restrictions and agreements regarding the use of the place of worship (the "Place of Worship") located on Lot 112;

C. Churchill has agreed to grant a covenant containing certain restrictions and agreements regarding the creation and maintenance of parking spaces on Lot A;

D. The City wishes to facilitate the proposed Agreement by way of covenants under section 219 of the Land Title Act R.S.B.C. 1996, C.124, which provides, *inter alia*, that a covenant of a negative or positive nature; including provisions with respect to the use of land, that land is not to be built on, that parcels of land are not to be sold or otherwise transferred separately, may be granted in favour of a municipality, and runs with the land, except that no person who enters a covenant under Section 219 is liable for a breach of the covenant incurring after he has ceased to be the owner of the land.

NOW THEREFORE in consideration of the premises, the sum of TEN DOLLARS (\$10.00), paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree as follows:

1. Churchill covenants with the City as follows:

- a. Lot A shall not be built upon or used other than in accordance with this covenant.
- b. Lot A shall be developed with a minimum of forty-one (41) off street parking spaces to be held for the parking of motor vehicles exclusively by patrons and staff of the Place of Worship located on Lot 112.

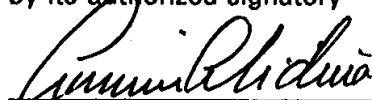
Page 4

- c. The off street parking spaces on Lot A shall have a clear length of not less than 5.6 metres, a clear width of not less than 2.6 meters, and clear height of not less than 2.1 metres in order to comply with the requirements of the City.
  - d. Lot A shall not be developed with any additional buildings or structures.
  - e. At least 24 parking spaces on Lot 112 shall be permanently maintained by Churchill so that they are accessible to the patrons and staff of Lot 112 for parking purposes.
  - f. Lot 112 shall not be used for place of worship purposes except where the parking spaces on Lot A are generally maintained and accessible to the patrons and staff using Lot 112.
2. The City agrees to release this covenant should Churchill provide alternate parking spaces acceptable to the City or if the required parking spaces are no longer required.
  3. Churchill agrees to be bound by the terms of this covenant in the same manner and to the same extent as if the covenants were covenants between Churchill running with the lands, and the City agrees that a release of these covenants shall require the consent of the holders of Lot 112, holders of Lot A, and the City.
  4. Churchill hereby:
    - a. INDEMNIFIES AND SAVES HARMLESS the City from and against any liabilities caused directly or indirectly; and
    - b. RELEASES AND FOREVER DISCHARGES the City from and against all manner of actions, causes of action, suits and demands whatsoever at law or at equity;by reason of the parties having entered into this Restrictive Covenant.
  5. This Agreement shall run with the land, being Lot 112 and Lot A, and this Agreement shall be binding upon the Transferor, provided always that no person who has entered into this covenant is liable for a breach of a personal covenant occurring after that person has ceased to be an owner of the land.
  6. Churchill agrees with the City that the City is under no obligation to enforce the terms of this covenant.

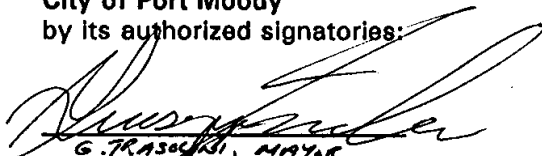
- 7. This Agreement may be signed in two or more counterparts each of which will be deemed to be an original and all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF the Parties have caused these presents to be executed under seal as of the day and year first above written.

Churchill Ventures Inc.  
by its authorized signatory

  
AMIN ALIDINA

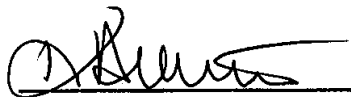
City of Port Moody  
by its authorized signatories:

  
G. TRASCIOLO, MAYOR

  
RUTH TOLERTON - CITY CLERK

Vancouver City Savings Credit Union, in consideration of the payment of one dollar (\$1) 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 Lands and against the Lands in priority to Vancouver City Savings Credit Union's mortgage and assignment of rents registered against the Lands under numbers BN319723 and BN319724.

**VANCOUVER CITY SAVINGS CREDIT UNION**  
by its authorized signatories:



**KAREN L. HOWATSON**  
Security and Loans  
Administration Manager  
Business Services Department



**Felicity A. Clark**  
Risk Manager  
Business Services Department

"END OF DOCUMENT"