

LAND TITLE ACT
FORM C

18 JUN 2003 14 58

BV225960

(Section 219.81)
Province of British Columbia

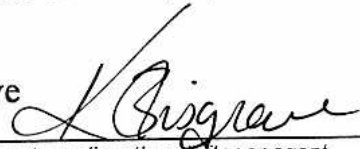
GENERAL INSTRUMENT – PART 1

(This area for Land Title Office Use)

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

City of Abbotsford
32315 South Fraser Way
Abbotsford, B.C. V2T 1W7
(604) 853-2281

Kimberley Bisgrove



signature of applicant, applicant's solicitor or agent

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

(PID)

004-200-845

(LEGAL DESCRIPTION)

Lot 152 Except: Part Subdivided by Plan 76693; Section 16
Township 16 New Westminster District Plan 50761

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Document

Transferee

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

(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):

FRASER HEALTH AUTHORITY

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF ABBOTSFORD, City Hall, 32315 South Fraser Way, Abbotsford, B.C., V2T 1W7

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)



SOLICITOR/NOTARY
PUBLIC/COMMISSIONER

(as to both signatures)

Print Name and Address:

WILLIAM FLITTON

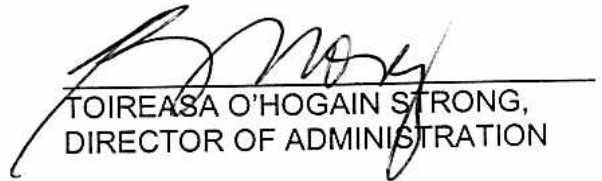
A Commissioner for taking Affidavits
for British Columbia
32315 South Fraser Way
Abbotsford, B.C. V2T 1W7
Ph: 853-2281

Execution Date

Y	M	D
2003	06	13

Party(ies) Signature(s)

CITY OF ABBOTSFORD by its
authorized signatories:


MARY A.S. REEVES, MAYOR
TOIREASA O'HOGAIN STRONG,
DIRECTOR OF ADMINISTRATION

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 that 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 2 of 8 pages

Officer Signature(s)

Execution Date


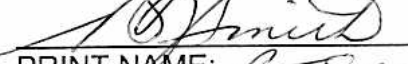
Transferor/Borrower/Party
Signature(s)


SOLICITOR/NOTARY PUBLIC/COMMISSIONER
~~(as to both signatures)~~
Print Name and Address:

Shelley A. Wrean
Barrister & Solicitor
#300, 10233 - 153rd Street
Surrey, BC V3R 0Z7
Tel: (604) 587-4672

Y	M	D
03	06	05

FRASER HEALTH AUTHORITY
by its authorized signatories;



PRINT NAME: R.J. SMITH
PRESIDENT & CEO

PRINT NAME: _____

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. 1979 c. 116, 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 INSTRUMENT - PART 2

DESIGN CONTROL COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT made the 13 day of June, 2003.

BETWEEN:

FRASER HEALTH AUTHORITY

34194 Marshall Road
Abbotsford, B.C.
V2S 5E2

(the "Grantor")

AND:

CITY OF ABBOTSFORD, a Municipal Corporation under the *Local Government Act* of the Province of British Columbia, having its offices at 32315 South Fraser Way, Abbotsford, in the City of Abbotsford, in the Province of British Columbia V2T 1W7

(the "City")

WHEREAS:

- A. The Grantor is the owner of those certain lands and premises located within the City of Abbotsford, in the Province of British Columbia, and more particularly known and described as:

Property Identifier: 004-200-845
Lot 152 Except: Part Subdivided by Plan 76693; Section 16 Township 16
New Westminster District Plan 50761

(the "Lands").

- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 permits the registration of a covenant of a positive or negative nature in favour of the City of Abbotsford in respect to the use of land or the use of a building on or to be erected on the land.

- C. The Grantor desires to grant, and the City agrees to accept this Covenant on the terms and conditions contained herein.

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 (\$1.00) Dollar now paid to the Grantor by the City (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. THE GRANTOR COVENANTS AND AGREES with the City that for the purpose of this Covenant:

- (a) "DDS" means the Director of Development Services for the City.
- (b) "Marshall Frontage Landscape Plan" means plans of that portion of or the 9 m portion of the Lands fronting Marshall Road which plans shall include:
 - (i) a survey of existing trees having a diameter of 20 cm or more measured at a point 90 cm above the ground, showing the location, elevation, tree species, trunk diameter, crown radius and numbered tagging of the trees;
 - (ii) certified arborist's written report assessing the health of the surveyed trees, referencing the trees as they are numbered trees on the tree survey;
 - (iii) a plan showing existing and proposed grades and existing trees that are to be retained, including retaining wall details and cross-sections from the Marshall Road curb to 9 m back of property line adjacent to Marshall Road;
 - (iv) measures, including plans, details and specifications, to be undertaken to ensure the minimum 9.0 m landscape area is protected or repaired throughout site and building development;
 - (v) the location of the plant material with respect to existing and proposed lot lines, curbs, sidewalks, underground utilities, overhead utilities including poles, driveway locations, street signs, bus stops, fire hydrants, mailbox locations and street lights;
 - (vi) planting details; and

- (vii) a plant list of proposed trees and shrubs showing quantity, botanical name, common name, size at time of planting and size and age at maturity.
- (c) "Site Development Plan" means plans of the Grantor's proposed development of the Lands, which plans shall include:
- (i) a survey of existing trees having a diameter of 20 cm or more measured at a point 90cm above the ground, showing the location, elevation, tree species, trunk diameter, crown radius and numbered tagging of trees;
 - (ii) a certified arborist's written report assessing the health of the Surveyed Trees referencing the trees as they are numbered trees on the tree survey;
 - (iii) a plan showing the existing and proposed grades and existing trees that are to be retained, including retaining wall details and cross-sections;
 - (iv) a site plan, superimposed on the tree survey, showing new buildings and structures, unenclosed storage areas, garbage areas, parking and loading areas, circulation elements and access;
 - (v) building elevation drawings with dimensions;
 - (vi) drawings showing proposed signage details; and
 - (vii) a landscaping and screening plan showing existing and new plantings, trees and fencing, including identification of native species and identified details on the screening of garbage and loading areas located outside a building.
- (d) "Transportation Demand Management Plan ("TDM")" means:
- (i) an examination of employee characteristics relating to transportation including demographics, travel patterns, motivations, knowledge, perceptions, attitudes and interest;
 - (ii) an examination of barriers and opportunities relating to transportation including the availability and level of

transportation facilities and services such as transit and bikeways;

- (iii) an identification of strategies for reducing daily vehicle trips;
 - (iv) recommendations on steps to reduce daily vehicle trips; and
 - (v) a TDM implementation program developed in co-operation with the City.
- (e) "Off-site Parking Mitigation Plan" means measures to be taken by the Grantor to reduce or mitigate employee parking in the surrounding residential area.

2. THE GRANTOR COVENANTS AND AGREES with the City that the Lands, shall only be built upon and any building or structures to be constructed on the Lands, shall only be used in accordance with this covenant and without limiting the generality of the foregoing:

- (a) prior to issuance of the first building permit for any and all building and structure to be constructed on the Lands, the Grantor shall:
 - (i) obtain approval of the DDS, acting in the DDS's sole discretion, of the Marshall Frontage Landscape Plan;
 - (ii) landscape the minimum 9.0 m building and parking area setback required along Marshall Road under Abbotsford Zoning Bylaw, 1996, except for driveways, in accordance with the Marshall Frontage Landscape Plan;
 - (iii) obtain approval of the DDS acting in the DDS's sole discretion, of the TDM Plan; and
 - (iv) obtain approval of the DDS, acting in the DDS's sole discretion, of the Off-site Parking Mitigation Plan;
- (b) any and all buildings and structures, landscaping and off-street parking to be constructed, sited and developed on the Lands shall be constructed, sited and developed in accordance with the Site Development Plan and prior to the issuance of a building permit for the construction for any building or structure on any specific portion of the Lands, obtain approval of the DDS, acting in the DDS's sole discretion, for the Site Development Plan for that specific portion of the Lands for which the building permit application has been made;

- (c) the City agrees that the Grantor may plant trees on the Lands prior to the approval of the Marshall Frontage Landscape Plan;
- (d) where the Lands are developed for other than institutional purposes, the development permit provisions of Abbotsford Official Community Plan, 1996 shall apply, rather than the Site Development Plan;
- (e) each of the plans referred to in Sections 2(i) and (ii) shall be submitted to the Manager, Development Approvals for approval by the Director, Development Services;
- (f) the plans referred to in Sections 1(b)(iv)-(vii) and 1(c)(vii) shall be prepared and certified by a BCSLA Registered Landscape Architect;
- (g) landscaping required as part of the Marshall Frontage Landscaping Plan shall be fully installed and certified as substantially complete by written confirmation provided by a BCSLA Registered Landscape Architect; and
- (h) where landscaping is required as part of a Site Development Plan, security, in the form of an irrevocable, auto-renewing letter of credit, cash or other form of security acceptable to the City shall be provided prior to issuance of a building permit for that portion of the Lands being developed to cover the landscaping costs, until all the landscaping associated with that portion of the Lands being developed have been certified as substantially complete by written confirmation provided by a BCSLA Registered Landscape Architect.

3. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

- (a) the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement;
- (b) nothing contained or implied herein shall obligate the City to enforce the provisions of this Covenant;
- (c) 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 and 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 by the Grantor;

- (d) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the City and that this Agreement may be modified by agreement of the City with the Grantor, or discharged by the City, pursuant to the provisions of Section 219(9) of the *Land Title Act*;
- (e) 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;
- (f) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (g) 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;
- (h) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia; and
- (i) if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

END OF DOCUMENT