



1. Application

Document Fees: \$156.34

**JB Lawyers LLP  
 Barristers & Solicitors  
 4th Floor, 1007 Fort Street  
 Victoria BC V8V 3K5  
 250-385-5787**

Prevent Pharmacy Covenant

2. Description of Land

| PID/Plan Number    | Legal Description   |
|--------------------|---|
| <b>030-610-371</b> | <b>PARCEL A DISTRICT LOT 247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP73031 EXCEPT PLAN EPP125212</b> |

3. Nature of Interest

| Type                      | Number | Additional Information  |
|---------------------------|--------|---|
| <b>COVENANT</b>           |        | <b>s.219</b>  |
| <b>PRIORITY AGREEMENT</b> |        | <b>Part 2 Terms - granting priority over Mortgage CB711476 and Assignment of Rents CB711477</b> |

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**1335171 B.C. LTD. , NO.BC1335171**  
**FIRST WEST CREDIT UNION , NO.FI-156**

6. Transferee(s)

**CITY OF MAPLE RIDGE**  
 11995 HANEY PLACE  
 MAPLE RIDGE BC V2X 6A9

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

| Witnessing Officer Signature   | Execution Date  | Transferor / Transferee / Party Signature(s)   |
|--|---|--|
| <p>_____</p> <p><b>Lewis Nguyen</b><br/> <b>Barrister &amp; Solicitor</b><br/>           906 Island Highway<br/>           Campbell River BC V9W 2C3</p> | <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2023-07-05</b></p> </div> | <p><b>1335171 B.C. LTD.</b><br/>           By their Authorized Signatory</p> <p>_____</p> <p><b>Terry Hoff</b></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.

| Witnessing Officer Signature  | Execution Date  | Transferor / Transferee / Party Signature(s)   |
|---|---|--|
| <p>_____</p> <p><b>Barbara Landygo</b><br/> <b>Commissioner for Taking Affidavits for British Columbia</b><br/>           6470 201 Street<br/>           Langley BC V2Y 2X4</p> | <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2023-07-11</b></p> </div> | <p><b>FIRST WEST CREDIT UNION</b><br/>           By their Authorized Signatory</p> <p>_____</p> <p><b>Felice Iorio</b></p> |

Expires: July 31, 2023

**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.



**Charge**

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Candice Foulkes**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
11995 Haney Place  
Maple Ridge BC V2X 6A9

YYYY-MM-DD  
  
**2023-07-07**

**CITY OF MAPLE RIDGE**  
By their Authorized Signatory

\_\_\_\_\_  
**Daniel Ruimy, Mayor**

(as to both signatures)

\_\_\_\_\_  
**Patrick Hlavac-Winsor, Acting**  
**Corporate Officer**

**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Matthew Norman**  
**Dolmage Z41F1H**

**Digitally signed by**  
**Matthew Norman Dolmage**  
**Z41F1H**  
**Date: 2023-07-11**  
**16:24:27 -07:00**

**TERMS OF INSTRUMENT – PART 2  
SECTION 219 RESTRICTIVE USE COVENANT**

THIS COVENANT dated for reference July 1, 2023.

BETWEEN:

**1335171 B.C. LTD., INC.NO. BC1335171**  
111-2036 ISLAND HIGHWAY SOUTH  
CAMPBELL RIVER, BC V9W OE8

(the “Covenantor”)

AND:

**CITY OF MAPLE RIDGE**  
11995 Haney Place, Maple Ridge, B.C. V2X 6A9  
(the “City”)

AND:

**FIRST WEST CREDIT UNION, INC. NO. FI-156**  
14-250 TRUNK ROAD  
DUNCAN, BC V9L 2P2

(the "Lender")

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of that land in the City of Maple Ridge, British Columbia which is legally described in Item 2 of the *Land Title Act* Form C to which these terms of instrument are attached and which forms part of this Agreement (the “Land”);
- B. The Covenantor wishes to construct a development on the Land;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land or construction on land;
- D. The Covenantor wishes to grant and the City accepts the Covenant under Section 219 of the *Land Title Act* contained in this Covenant over the Land;

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

**Use of Land**

- 1. The Covenantor agrees that the use of the Land is subject to the provisions of this Covenant.

2. The Covenantor agrees that they shall not construct, install on the Land or use or lease any portion of the Land as a Pharmacy, as defined in CITY OF MAPLE RIDGE ZONING BYLAW NO. 7600-2019, as amended from time to time.

### General

3. The Covenantor releases, and must indemnify and save harmless, the City, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Covenantor, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Covenantor of this Agreement, or any default of the Covenantor under or in respect of this Agreement.
4. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
5. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
6. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Covenantor agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
7. This Agreement does not:
  - (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,
  - (b) affect or limit any enactment related to the use of the Land, or
  - (c) relieve the Covenantor from complying with any enactment, including in relation to the use of the Land.
8. Every obligation and covenant of the Covenantor in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Covenantor is only liable for breaches of this Agreement that occur while the Covenantor is the registered owner of the Land.

9. The Covenantor agrees to do everything reasonably necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
10. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
11. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
12. This Agreement is the entire agreement between the parties regarding its subject.
13. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
14. The Covenantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
15. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
16. The Lender is the registered holder of charges by way of the following mortgages or charges against the Lands, which are registered in the Land Title Office of New Westminster, British Columbia, under the registration numbers indicated:

Mortgage CB711476  
Assignment of Rents CB711477

(collectively, the "Existing Charges")

In consideration of the sum of One (\$1.00) Dollar, the Lender (the receipt of whereof is hereby acknowledged), agrees with the Grantor and the Grantee, that the within section 219 covenant shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if it had been dated and registered prior to the Existing Charges.

As evidence of their agreement to be bound by this Agreement, the Grantor, the Grantee, and the Lender have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.