

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

Guy Patterson, Barrister & Solicitor  
YOUNG ANDERSON  
1616 - 808 Nelson Street  
Vancouver

BC V6Z 2H2

Phone: (604) 689-7400  
File: 176-971  
Covenant-Car Sharing

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

PARK ROYAL SHOPPING CENTRE HOLDINGS LTD., INC. NO. C0596935

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

DISTRICT OF WEST VANCOUVER

750 17TH STREET  
WEST VANCOUVER

V8V 3T3

BRITISH COLUMBIA  
CANADA

7. ADDITIONAL OR 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)

MYRON N. BARR  
Barrister and Solicitor  
200-100 Park Royal  
West Vancouver, B.C. V7T 1A2

(as to both signatures)

Execution Date

Y	M	D
18	06	13

Transferor(s) Signature(s)

PARK ROYAL SHOPPING  
CENTRE HOLDINGS LTD. by its  
authorized signatory(ies):

Name:

Name:

AMIN LAHI

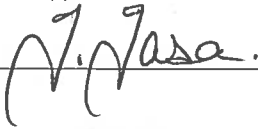
OFFICER CERTIFICATION:

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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



**TERRY TASA**  
Commissioner for taking affidavits  
for British Columbia  
750 17th Street  
West Vancouver BC V7V 3T3  
Expires: December 31, 2020

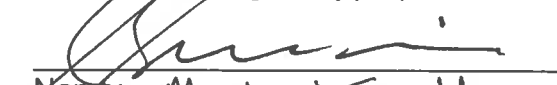

(as to both signatures)

Execution Date

Y	M	D
18	06	14

Transferor / Borrower / Party Signature(s)

DISTRICT OF WEST VANCOUVER by  
its authorized signatory(ies):

  
Name: Michael Smith  
Mayor  
Name: MARK PANNETON  
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.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**009-122-494 BLOCK F DISTRICT LOT 1040 PLAN 11252**

STC? YES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**011-062-525 LOT C (SEE 585835L) BLOCK 6 DISTRICT LOT 1040 PLAN 5848**

STC? YES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**011-062-096 LOT B EXCEPT: PART ON HIGHWAY PLAN 30; BLOCK 6 DISTRICT LOT 1040  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN 5848**

STC? YES

**TERMS OF INSTRUMENT – PART 2****SECTION 219 COVENANT – CAR SHARING**

THIS AGREEMENT dated for reference the 12<sup>th</sup> day of June, 2018 is

BETWEEN:

**PARK ROYAL SHOPPING CENTRE HOLDINGS LTD., Inc. No. C0596935**  
 3rd Floor, 100 Park Royal  
 West Vancouver, BC V7T 1A2

(the "Owner")

AND:

**DISTRICT OF WEST VANCOUVER**  
 750 17th Street  
 West Vancouver, BC V8V 3T3

(the "District")

**GIVEN THAT:**

- A. The Owner is the owner of land located in the District of West Vancouver and more particularly described as:

<b><i>Address:</i></b>	<b><i>PID:</i></b>	<b><i>Legal Description:</i></b>
<i>752 MARINE DRIVE</i>	<i>009-122-494</i>	<i>BLOCK F DISTRICT LOT 1040 PLAN 11252</i>
<i>756 MARINE DRIVE</i>	<i>011-062-525</i>	<i>LOT C (SEE 585835L) BLOCK 6 DISTRICT LOT 1040 PLAN 5848</i>
<i>764 MARINE DRIVE</i>	<i>011-062-096</i>	<i>LOT B EXCEPT: PART ON HIGHWAY PLAN 30; BLOCK 6 DISTRICT LOT 1040 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 5848</i>

(collectively, the "Land");

- B. The Owner has agreed to provide nine off-street parking spaces on the Land, and enter into an agreement with the operator(s) of programs that facilitate car-sharing for individuals as an alternative to privately-owned automobiles, in order that the District's off-street parking requirements for the Owner's proposed development be reduced, and the Owner has agreed to grant and the District has agreed to accept a *Land Title Act* section 219 covenant respecting the use of the Land;

THIS AGREEMENT is evidence that, pursuant to section 219 of the *Land Title Act*, and in consideration of \$2.00 paid by the District to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner grants to and covenants with the District as follows:

1. **Use of Land** – The Land may only be used and built upon, and any buildings on the Land may only be used and occupied, in accordance with this Agreement.
2. **No Occupancy** – The Owner shall not occupy or permit any person to occupy any building on the Land unless the Owner has:
  - (a) entered into an agreement with operator(s) of car-sharing programs (the “Cooperative(s)”), the terms of which agreements shall authorize the use of nine (9) designated off-street parking spaces on the Land (the “Car-Share Spaces”) by vehicles of the Cooperative(s) (the “Car-Share Agreement”); and
  - (b) constructed on the Land and designated the Car-Share Spaces, with the location and dimensions of the spaces to be first approved by the District’s Director of Planning and Development Services, having regard to their suitability for the purposes of parking vehicles of the Cooperative(s) and acting reasonably.
3. **Parking** – The Owner shall at all times ensure the Car-Share Spaces are available to be used exclusively for parking vehicles operated by the Cooperative(s) (the “Shared Cars”) and the Car-Share Spaces shall at all times:
  - (a) be clearly marked “Car Share Parking Only” or other industry standard wording;
  - (b) not be assigned for the use of any particular dwelling unit within a building on the Land;
  - (c) be held in common ownership by the owners of the dwelling units on the Land;
  - (d) be used only for parking the Shared Cars; and
  - (e) be openly accessible to all members of the Cooperative(s) in accordance with their membership agreement with the Cooperative.
4. **Interpretation** – In this Agreement:
  - (a) the term “Cooperative(s)” includes the operator(s) of car sharing programs with which the Owner first enters into a Car Share Agreement(s) under section 2(a), and any other operator of a car share program approved by the District’s Director of Planning and Development Services, with which the Owner may enter into a subsequent Car-Share Agreement;

- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided; and
  - (g) reference to a "party" is a reference to a party to this Agreement and to their respective heirs, executors, administrators, successors, assigns, trustees, receivers, agents, officials, employees and invitees, under the context requires or allows.
5. **Discharge** – If, by March 31, 2019, the District’s Council does not adopt Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 4967, 2018, this Agreement shall terminate and, if the Owner delivers to the District a signed discharge of this Agreement, the District shall sign the discharge and return it to the Owner for filing in the Land Title Office.
6. **No Effect on Powers** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District under the common law or any statute, bylaw or other enactment;
  - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or
  - (c) relieve the Owner from complying with the common law or any statute, bylaw or other enactment.
7. **No Public Law Duty** – Wherever this Agreement creates a power or obligation of the District to make a decision or to exercise any contractual right or remedy, the District may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
8. **Runs With Land** – The covenants set forth in this Agreement charge the Land pursuant to section 219 of the *Land Title Act* and burden and run with the Land and each and every part

into which the Land may be subdivided or consolidated by any means (including by subdivision plan, reference or explanatory plan, strata plan, bare land strata plan or lease).

9. **Priority** – The Owner will do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Land in the Land Title Office save and except those that have been approved in writing by the District or have been granted in favour of the District.
10. **Specific Relief** – Because of the public interest in ensuring that all of the matters described in this Agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this Agreement.
11. **Indemnity** – The Owner shall at all times and does hereby indemnify, save harmless, release and forever discharge the District from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence, or default of the Owner in connection with or in consequence of this Agreement.
12. **Further Assurances** – The parties shall do and cause to be done all things and execute and cause to be done all documents which may be necessary to give proper effect to the intention of this Agreement.
13. **Waiver** – Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
14. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law thereof.
15. **Enurement** – This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement 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**