Spagnuolo & Company
Real Estate Lawyers

Explanation of Covenant
Registration Number BM309302

Charge BM309302 is a Covenant. A Covenant generally imposes either a negative or positive condition on the property. A Covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This Covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge, in favour of the Village of Anmore, is made in anticipation of the development of the lands. The developer shall not build any structure for human occupancy on the lands and shall not submit an application for a building permit until the lands have been provided with sanitary sewer service or approval for same has been granted by Simon Fraser Health Unit.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663) realestate@spagslaw.ca

Copyright © Spagnuolo and Company. This document may not be reproduced, distributed or shared without the express permission of Spagnuolo and Company.

LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

98 NOV -6 13 45 BM309302

LAND TITLE OFFICE
NEW WESTMINSTER/VANCOUVER

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

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Bell Spagnuolo Legal Offices, Barristers & Solicitors
560 - 2755 Lougheed Highway, Port Coquitlam, B.C.,
V3B 5Y9 Telephone: (604) 464-2024
File Ref. No: 10457-1

Teresa Crowder
Signature of Applicant's Agent, Teresa Crowder

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

(PID)	(LEGAL DESCRIPTION)
024-317-268	Lot 1, Section 20, Township 39, New Westminster District, Plan LMP 40028
276	Lot 2, Section 20, Township 39, New Westminster District, Plan LMP 40028
284	Lot 3, Section 20, Township 39, New Westminster District, Plan LMP 40028

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Pages 3 to 5	Transferee

02 98/11/06 13:43:08 01 NW 107375
CHARGE $55.00

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):*
KENNETH JOHN BOULTER, Retired

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s)):*
VILLAGE OF ANMORE, 2697 Sunnyside Road, Anmore, B.C., V3H 3C8

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)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
	98	5	29	Kenneth John Boulter

WILLIAM G. CADMAN
BARRISTER & SOLICITOR
#560 - 2755 Lougheed Hwy.
Port Coquitlam, B.C. V3B 5Y9
Phone: (604) 464-2024

KENNETH JOHN BOULTER

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.

* 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

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
KAREN-ANN COBB Deputy Clerk - Anmore 2697 Sunnyside Rd. Anmore, B.C. V3H 3C8 Karen-Ann Cobb A Commissioner for Taking Affidavits in the Province of British Columbia (as to all both signatures)	98	11	04	**VILLAGE OF ANMORE, by its authorized signatories:** P. L. Ludeman Mayor – ACTING PETER LUDEMAN Howard Carley Clerk HOWARD CARLEY

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 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

THIS AGREEMENT made as of the 4th day of NOVEMBER, 1998.

BETWEEN:

KENNETH JOHN BOULTER, Retired
P.O. Box 31043
Port Moody, B.C.
V3H 2C0

(the "Developer")

OF THE FIRST PART

AND:

VILLAGE OF ANMORE
2697 Sunnyside Road
Anmore, B.C.
V3H 3C8

(the "Municipality")

OF THE SECOND PART

WHEREAS:

A. The Developer is the owner of that parcel of land and premises in the Municipality described as:

Lots 1, 2 and 3
all of Section 20
Township 39
New Westminster District
Plan LMP 40028

(the "Lands")

B. Section 219 of the Land Title Act provides that a covenant in favour of the Municipality or the Crown, that land is not to be built on except in accordance with the covenant, may be registered against the title to the land.

C. The Lands are not serviced by a municipal sanitary sewer system and the Lands have not received approval from the Simon Fraser Health Unit for the installation of an on-site sewage disposal system.

D. An assessment of whether or not the Lands will meet the requirements of the Simon Fraser Health Unit for an on-site sewage disposal system has not been made.

THIS AGREEMENT is evidence that in consideration of the promises set out below and the sum of One Dollar ($1.00) now paid to the Developer by the Municipality (the receipt of which is acknowledged by the Developer), the parties agree as follows:

1. THE DEVELOPER COVENANTS with the Municipality that:

   (a) no building or structure designed or intended for human occupancy shall be constructed or placed upon the Lands and no application for a building permit to do so shall be submitted to the Municipality until the Lands have been provided with a sanitary sewer service or approval for the installation of a sewage disposal system on the Lands has been granted by the Simon Fraser Health Unit;

   (b) the Developer releases, and shall indemnify and save harmless, the Municipality, and its elected and appointed officials, employees and agents from and against all costs, expenses, losses, damages, claims, demands, actions, causes or action and liabilities by whomever incurred, suffered, brought or made, and however arising whether directly or indirectly, out of the issuance of subdivision approval of the Lands, the refusal to issue a building permit in respect of the Lands, or any portion of the Lands, due to the lack of adequate sanitary sewer treatment or disposal services for the Lands, or the inability of the Lands to be serviced by a sewer, and any consequential inability to build on or use the Lands.

2. IT IS MUTUALLY AGREED between the parties that:

   (a) nothing contained or implied in this Agreement 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 Lands as if this Agreement had not been executed and delivered by the Developer;

(b) the covenants set forth in this Agreement 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;

(c) the Developer shall, at its expense, 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 Lands in the New Westminster Land Title Office except those specifically approved in writing by the Municipality or in favour of the Municipality;

(d) wherever the singular is used in this Agreement, it shall be construed as meaning the plural, where the context or the parties so require; and

(e) the parties to this Agreement 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 on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

This is the instrument creating the condition of covenant entered into under Section 219 of the Land Title Act by the Developer/Registered Owner referred to herein and referred to on the Subdivision Plan filed concurrently at the Land Title Office with this Covenant.

Nov 5/98

Approving Officer of
the Village of Anmore HOWARD CARLEY

END OF DOCUMENT

Spagnuolo & Company
Real Estate Lawyers

Explanation of Notice of Interest (Builder's Lien Act)
Registration Number BM323921

Charge BM323921 is a notice pursuant to Section 3(2) of the Builders Lien Act. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge gives notice that Kenneth John Bouter has an interest in the lands as a registered owner in fee simple and his interest in the lands is not bound by a lien claimed under the Builders Lien Act in respect of an improvement on the Lands unless that improvement is undertaken at his express request.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663) realestate@spagslaw.ca

Copyright © Spagnuolo and Company. This document may not be reproduced, distributed or shared without the express permission of Spagnuolo and Company.

98 NOV 24 13 40 BM323921

LAND TITLE OFFICE
NEW WESTMINSTER, B.C.

REGISTRAR
LAND TITLE OFFICE
88 - 6TH STREET
NEW WESTMINSTER, B.C.
V3L 5B3

Please receive herewith the following document(s) for filing:

NOTICE OF INTEREST

02 98/11/24 13:37:16 01 NW 110490
DOC FILE $20.00

(Signature)

BELL SPAGNUOLO - BARRISTERS & SOLICITORS
(Firm Name)

#560 - 2755 LOUGHEED HWY
PORT COQUITLAM BC
(Address and Telephone No.)
V3B 5Y9

PHONE: 464-2024

QUICK FAX REGISTRY SERVICES LTD.
CLIENT # 10402

Form 1
Builders Lien Act (Section 3(2))

NOTICE OF INTEREST

Take Notice that

1) KENNETH JOHN BOULTER is an owner as defined in the Builders Lien Act of the following Land:

Parcel Identifier: 024-317-276
Lot 2
Section 20
Township 39
New Westminster District,
Plan LMP 40028

2) The nature of the owner's interest is: Fee-simple

3) The owner's interest in the land is not bound by a lien claimed under the Builder's Lien Act in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

Signed K.E. Boulter Date: Oct 29 1998
KENNETH BOULTER