Spagnuolo & Company
Real Estate Lawyers

Explanation of Covenant
Registration Number AB181815

Charge AB181815 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 is a covenant granted in favour of the Crown where the owner of the property agrees that no building or structure or any part thereof shall be constructed, reconstructed, moved, extended, or located, nor shall any land disturbances or vegetation disturbances take place within 6 meters of the top of the ravine bank of the Creek as shown on the Plan attached to the Covenant. The owner also shall ensure that any work on the lands shall not release silt, concrete, leachate or any other deleterious substances into the Creek.

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AB181815

7 SEP 88 13:36

OCT 11 1988

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LAND TITLE ACT
FORM 17
(Section 152(1))

APPLICATION

Nature of Interest: Charge: Section 215 Restrictive Covenant (Fish and Wildlife)

True Value: Nominal

Herewith fees of: $

Full name and address of person presenting application:

BELL, ARNOLD & CO.
BARRISTERS AND SOLICITORS
#440-2755 LOUGHEED HWY
PORT COQUITLAM, B.C. V3B 5Y9
PH: 464-6011
ATTENTION: KARL T. MARSDEN

Address of person entitled to be registered as owner if difference than shown in instrument

QUICK FAX REGISTRY SERVICES LTD.

Signature of applicant, solicitor or authorized agent.

RESTRICTIVE COVENANT

THIS AGREEMENT made as of the 30 day of August, 1988,

BETWEEN:

BRITISH COLUMBIA ENTERPRISE CORPORATION, a British Columbia Company (Incorporation No. 207097), having an office at #272 - 200 Granville Street, Vancouver, British Columbia

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN in the Right of the Province of British Columbia, as represented by the Regional Fish and Wildlife Manager, Ministry of Environment & Parks

(hereinafter called the "Covenantee")

OF THE SECOND PART

LAND TITLE ACT
Form 1 Section 24
REGISTRATION
Registered in accordance with the day and time endorsed hereon
New Westminster Land Title Office

WHEREAS:

A. The Covenantor is the registered Owner of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Coquitlam, in the Province of British Columbia, and more particularly described on Schedule "A" attached hereto (hereinafter called the "Lands").

B. Section 215 of the Land Title Act provides, inter alia, that there may be registered as a charge against title to land a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown.

C. Unnamed creeks (the "Creeks") (commonly known as Hoy Creek and Falcon Creek) are situated upon and run through a portion of the Lands as shown on the plan (the "Plan") prepared by D. Dyck, B.C.L.S. dated for reference July 25, 1988, a true copy of which is annexed hereto as Schedule "B" to this Agreement.

D. The Covenantor has agreed to restrictions on the use of a portion of the Lands adjacent to the Creeks.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the sum of ONE ($1.00) DOLLAR now paid to the Covenantor by the Covenantee (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto hereby covenant and agree with the other as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Covenantee that:

(a) no building or structure, or any part thereof, including any fixed equipment, mobile home or modular home shall be constructed, reconstructed, moved, extended or located nor shall any landfill, land clearing or other disturbance take place within 6 metres of the top of ravine bank of the Creeks as shown on the Plan;

(b) the Covenantor shall not, without the prior written consent of the Covenantee, which consent to be in the Covenantee's sole discretion, cut down, trim, prune, defoliate, alter, remove or in any way tamper with or work on any trees, shrubs, plants, bushes, ground cover, vegetation or any other form of plant life within that portion of the Lands within a distance of 6 metres from the top of the ravine bank of each side of the Creeks as shown on the Plan, so that the trees, shrubs, plants, bushes, ground cover, vegetation and other forms of plant life remain in a naturally vegetated state in perpetuity;

(c) the Covenantor shall ensure that any clearing and/or excavation done on the Lands shall be completed in such a manner to ensure that the release of silt, concrete, leachate or any other deleterious substances shall not fall into the Creeks via ditches, storm sewers or overland flow. And the Covenantor shall further ensure that all construction and excavation wastes, overburden, soil, or other substances deleterious to aquatic life shall be disposed of or placed in such a manner as to prevent their entry into any watercourse or storm sewer system; and

(d) the Covenantor shall, at the expense of the Covenantor, 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 save and except those specifically approved in writing by the Covenantee or in favour of the Covenantee;

(e) any area within 6 meters of the top of the ravine bank of the Creeks that is temporarily disturbed due to road construction or other construction activities must be planted with tree/shrub species of which 80% must be guaranteed nursery stock. Disturbed areas must be planted at a density of one plant per two (2) meters. Shrubs must be a minimum of one (1) meter in height, and trees a minimum of one and one-half (1.5) meters in height. The Regional Fish and Wildlife Manager must be consulted regarding species composition.

2. IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that:

(a) nothing contained or implied herein shall prejudice or affect the rights and powers of the Covenantee 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 Covenantor;

(b) the covenants set forth herein shall charge the Lands pursuant to Section 215 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 Covenantor herein shall accrue solely to the Covenantee and that this Agreement may only be modified or discharged by agreement of the Covenantee, pursuant to the provisions of Section 215(5) of the Land Title Act;

(c) notwithstanding anything contained herein, the Covenantor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor ceases to have any further interest in the Lands;

(d) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine

or body corporate or politic where the context of the parties so require;

(e) this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns; and

(f) the parties 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 Covenantor has hereunto affixed its corporate seal, attested by the hands of its officers duly authorized in that behalf and duly authorized representative of the Covenantee has hereunto set his hand and seal, the day and year first above written.

THE CORPORATE SEAL of BRITISH COLUMBIA ENTERPRISE CORPORATION was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

c/s

SIGNED, SEALED AND DELIVERED on behalf of HER MAJESTY THE QUEEN in right of the Province of British Columbia in the presence of:

Regional Fish and Wildlife Manager, Ministry of Environment & Parks or his Authorized Representative

This is the instrument creating the condition of covenant entered into under Section 215 of the Land Title Act by the registered owner referred to herein and shown on the print of the Plan annexed hereto and initialled by me.

Approving Officer for the District of Coquitlam

6

181815

SCHEDULE "A"

District of Coquitlam

1. Lot 1 of Part of the Southeast Quarter of Section 15, Township 39, New Westminster District, Plan 79094

2. Lot 2 of Part of the Southeast Quarter of Section 15, Township 39, and Part of the Southwest Quarter of Section 14, Township 39, New Westminster District, Plan 79094

3. Lot 3 of Part of the Southwest Quarter of Section 14, Township 39 and Part of the Northwest Quarter of Section 14, Township 39, New Westminster District, Plan 79094

4. Lot 4 of Part of the Southwest Quarter of Section 14, Township 39, New Westminster District, Plan 79094

AB 181815

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INFORMATION

☐ FILE ☐ DOCUMENT ☐ PAGE _____

☐ _____

☐ NOT AVAILABLE AT TIME OF FILMING.

☐ DOES NOT EXIST.

☐ OVERSIZE ☑ PLAN ☐ POOR QUALITY
NOT SUITABLE FOR FILMING, REFER TO: Survey

☐ THE FOLLOWING DOCUMENT IS OF POOR QUALITY,
ALSO RETAINED IN HARD COPY, REFER TO: _____

PROVINCE OF B.C.

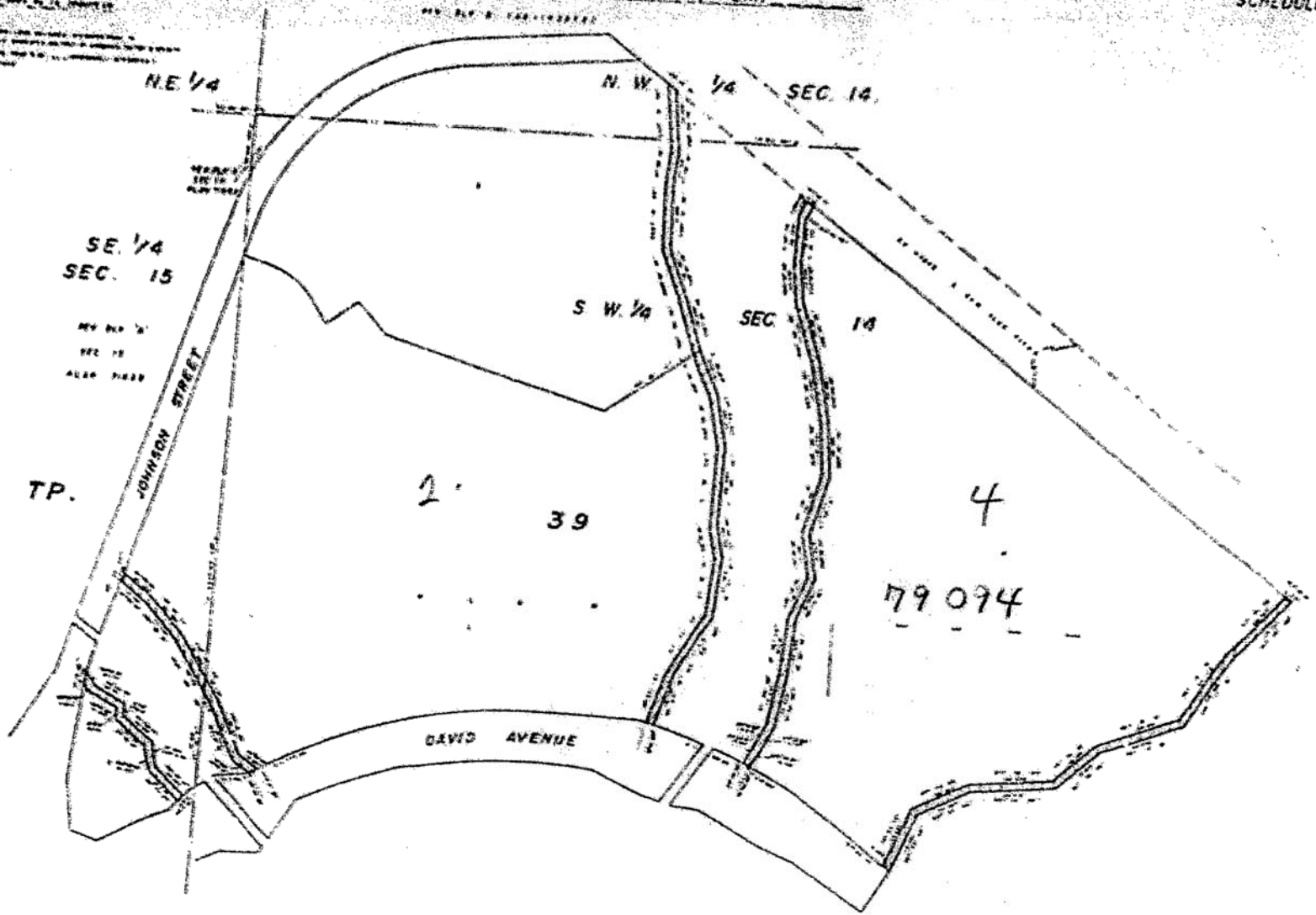
DO NOT PHOTOCOPY/USE BLACK PEN.

ARS 077 07/88

M28-1751

PLAN SHOWING AREAS OF RESTRICTIVE COVENANT (6.0 METRES FROM THE CREST OF THE BANK) OVER PARTS OF LOTS 1, 2, 3 AND 4 OF SECTIONS 14 AND 15, TOWNSHIP 39, N.W.D., PLAN

SCHEDULE



AG 181815

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LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the 30th day of August, 19 88, at Vancouver in British Columbia, (*whose identity has been proved by the evidence on oath of Basil Woolley

(State full name, address, and occupation) who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of Enterprise Corporation and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at Vancouver B.C. this 30th day of August, 19 88.

‡ [signature]

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia

KARL T. MARSDEN
Barrister & Solicitor
#440 - 2755 LOUGHEED HIGHWAY
PORT COQUITLAM, B.C. CANADA
V3B 5Y9 464-0011