



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BG213101

Charge BG213101 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 commonly referred to as a flood plain covenant. The Lands upon which the building is constructed is subject to a potential flood danger. Therefore no building may be constructed on the Lands below a certain level of Geodetic Survey of Canada, which is outlined in paragraph 3 of the document (5.15 meters Geodetic Survey of Canada).

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.

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“we deliver peace of mind”

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1812311 BG213101

LAND TITLE ACT
FORM C

(Section 219.9)

Province of British Columbia

GENERAL INSTRUMENT - PART 1


(This area for Land Title Office use)

SURVEY DEPT.

Page 1 of 9 pages

1. APPLICATION: (name, address, phone number, signature of applicant, applicant's solicitor or agent)
FRITZ LAIL DOUGANS & SHIRREFF, Barristers & Solicitors, #201 - 15127 - 100th Avenue, Surrey, B.C.,
V3R 0N9, Phone: (604) 582-5157; File No. 92379 FALCON

93064


Signature of Applicant's Agent

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

(PID) Lot 1 Section 6 Township 40 NWD Plan 9752

06/18/93 K4312d CHARGE 50.00

3. NATURE OF INTEREST:*

DESCRIPTION:
Section 215
COVENANT

DOCUMENT REFERENCE:
entire instrument
pages 4 - 9

PERSON ENTITLED TO INTEREST:
TRANSFeree

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

- (a) FILED STANDARD CHARGE TERMS ___ D.F. No.
- (b) EXPRESS CHARGE TERMS XX 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): *

FALCON PACIFIC DEVELOPMENTS LTD. Inc. # 350048

6. TRANSFEREE(S):

SEE SCHEDULE

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

Y	M	D
93	5	17


Party(ies) Signature(s):

FALCON PACIFIC DEVELOPMENTS LTD. by its authorized signatory

Per

(Print Name)

BHUPINDER DHILLON


Name: K. PAUL LAIL
Address: Barrister & Solicitor
Occupation: #201 - 15127 - 100th AVE.
SURREY B.C. V3R 0N9

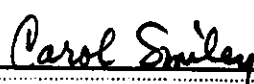

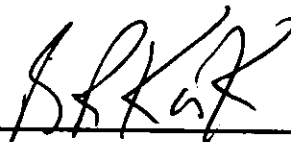
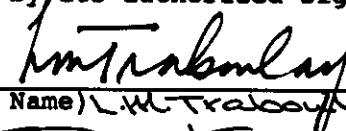
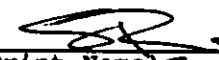
AS TO ALL SIGNATURES

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 B.
If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s):
	Y	M	D	
 Name: CAROL SMILEY, Commissioner for taking Affidavits for British Columbia Address: 10334 152A Street Occupation: Surrey, B.C. V3R 2P8	93	06	10	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Environment, Lands and Parks or his duly authorized designate: Per:  (Print Name) Neil J. Peters P Eng
 Name: BRYAN R. KIRK Address: A Commissioner for taking Affidavits for British Columbia Occupation: 2580 Shaughnessy Street Port Coquitlam, B.C. V3C 2A8	93	06	16	THE CORPORATION OF THE CITY OF PORT COQUITLAM, by its authorized signatory: Per:  (Print Name) L.M. Traboulay - Mayor Per:  (Print Name) Susan Rauh - Clerk

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 E****SCHEDULE****page 3 of 9 pages**

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the Minister of
Environment, Lands and Parks, Parliament Buildings, Victoria,
British Columbia, V8V 1X5

- and -

THE CORPORATION OF THE CITY OF PORT COQUITLAM, 2580
Shaughnessy Street, Port Coquitlam, British Columbia, V3C 2A8

TERMS OF INSTRUMENT - PART 2

Page 4 of 9 pages

THIS AGREEMENT dated for reference the 16th day of June, 1993.

BETWEEN:

FALCON PACIFIC DEVELOPMENTS LTD., a body corporate
having an office at 145 Schoolhouse Road, Coquitlam, British
Columbia,

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the Minister of
Environment, Lands and Parks, Parliament Buildings,
Victoria, British Columbia, V8V 1X5

(hereinafter called the "First Grantee")

OF THE SECOND PART

AND:

THE CORPORATION OF THE CITY OF PORT COQUITLAM, 2580
Shaughnessy Street, Port Coquitlam, British Columbia, V3C
2A8

(hereinafter called the "Second Grantee")

OF THE THIRD PART

WHEREAS the Grantor is the registered owner in fee simple of the
following lands in the Province of British Columbia, more particularly known and
described as:

CITY OF PORT COQUITLAM
PARCEL IDENTIFIER: 011-409-681
Lot 1 Section 6 Township 40
New Westminster District
Plan 9752

(hereinafter called the "Lands");

AND WHEREAS the Grantor proposes to subdivide the Lands, according to
a plan of subdivision completed and certified correct on the 17th day of May,
1993, by Robert M. Reese, British Columbia Land Surveyor, a copy of which is
attached hereto as Schedule "A", into the following lots:

Lots 1-14 SECTION 6 TOWNSHIP 40 NWP PLAN LMP10962

(hereinafter called the "Lots");

AND WHEREAS a covenant under Section 215 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Environment, Lands and Parks under Section 82 of the Land Title Act;

AND WHEREAS Section 215 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the First Grantee and a municipality that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the First and Second Grantees to the Grantor [receipt of which is hereby acknowledged] the Grantor does hereby covenant and agree with the First and Second Grantees under Section 215 of the Land Title Act of the Province of British Columbia as follows:

1. The Grantor is aware of and, on behalf of itself and its successors and assigns, hereby acknowledges that there is a potential flood danger to the Lots.
2. In this Agreement "area used for habitation" means any room or space within a building or structure which is or may be used for human occupancy, commercial sales, business or storage of goods but does not include an entrance foyer eleven (11) square meters or less in area or a parking facility for two (2) cars thirty-eight (38) square meters or less in area.
3. The Grantor, on behalf of itself and its successors and assigns, hereby covenants and agrees with each of the First and Second Grantee, as a covenant in favour of each of the First Grantee and Second Grantee pursuant to Section 215 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof no area used for habitation shall be located within any building, mobile home or unit, or modular home or structure at an elevation such that the underside of wooden floor system or top of concrete slab is less than five point one five (5.15) meters Geodetic Survey of Canada datum.

In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.

4. The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building, mobile home or unit, or modular home or structure is to be constructed or mobile home or unit located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of fixed equipment damageable by floodwater, with the exception of furnaces and hot water heaters. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback

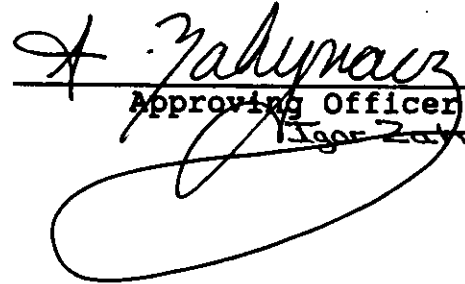
requirement given in Paragraph (2) above. The face of the landfill slope shall be adequately protected against erosion from flood flows.

5. The Grantor, on behalf of itself and its successors and assigns, acknowledges that the First and Second Grantees do not represent to the Grantor, nor to any other person that any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots will not be damaged by flooding or erosion and the Grantor, on behalf of itself and its successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the First Grantee hereby:
- (a) agrees to indemnify and to save harmless the First and Second Grantees and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the First and Second Grantees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenants or agreement on the part of the Grantor or its heirs, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lots, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots caused by flooding, erosion or some such similar cause; and
 - (b) does remise, release and forever discharge the First and Second Grantees and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of its heirs, successors and assigns may have against the First and Second Grantees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lots, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots, caused by flooding erosion or some such similar cause.
6. Subject to the provisions of Section 215 of the Land Title Act, the Grantor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit and be binding upon the Grantor, its heirs, successors and assigns and the First and Second Grantees and their assigns.
7. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the First and Second Grantees in relation to the Grantor, including its heirs, successors and assigns, or the Lots under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the First and Second Grantees as if this Agreement had not been made by the parties.

8. The Grantor will do or cause to be done at its expense all acts reasonably necessary for the First and Second Grantees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the First and Second Grantees and those specifically approved in writing by the First and Second Grantees.
9. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provision of Section 215(5) of the Land Title Act.
10. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
11. (a) The owner or any of its heirs, successors and assigns, as the case may be, shall give written notice of this Agreement to any person to whom he proposes to dispose of one of the Lots, which notice shall be received by that person prior to such disposition.

(b) For the purposes of this paragraph the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act, R.S.B.C. 1979, c.206.
12. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
13. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
14. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
15. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
16. Every reference to the Minister of Environment, Lands and Parks in this Agreement shall include the Minister of Environment, Lands and Parks, the Deputy Minister of Environment, Lands and Parks and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

This is the instrument creating the condition of Covenant pursuant to Section 215 of the Land Title Act by the Grantor referred to herein and shown on the Print and Plan annexed hereto as Schedule "A" and initialled by me.



Approving Officer
Igor Zolymacz

OVERSIZE DOCUMENT (PLAN)

BG213101

PLEASE SEE

SURVEY DEPARTMENT