

KAMLOOPS LAND TITLE OFFICE

Aug-17-2012 12:00:32.001

CA2723154

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1340735567 PAGE 1 OF 6 PAGES

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.

Ian Terence
Davis 3UXBSR

Digitally signed by Ian Terence Davis
3UXBSR
DN: c=CA, ou=Ian Terence Davis
3UXBSR, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3UXBSR
Date: 2012.08.17 11:48:27 -07'00'

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

Race & Company

Shelley Key, Authorized Agent

File No.: 47269

201-1365 Pemberton Avenue, PO Box 1850

Squamish

BC V8B 0B3

Phone: 604-892-5254

Document Fees: \$72.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-701-522

LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN KAP87819

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):

580049 B.C. LTD. (INC. NO. BC0580049)

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

VILLAGE OF PEMBERTON

7400 PROSPECT STREET, PO BOX 100

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

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)

Derek McLauchlan

Barrister & Solicitor

215-8171 Cook Road

Richmond, BC, V6Y 3T8

Execution Date

Y	M	D
12	07	09

Transferor(s) Signature(s)

580049 B.C. Ltd.

by its authorized signatory(ies):

Print Name: Werner Karl Biro

Print Name:

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)

Execution Date

Transferor / Borrower / Party Signature(s)

Suzanne Belanger
Commissioner for Taking Affidavits in BC
7400 Prospect Street
Pemberton, BC, V0N 2L0

Y	M	D
12	07	19

Village of Pemberton
by its authorized signatory(ies):

Print Name: Sheena Fraser

Print Name: Jordan Sturdy

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.

THIS AGREEMENT MADE THIS _____ day of June, 2012

BETWEEN:

580049 B.C. Ltd., a corporation having its registered and records office located at 215- 8171 Cook Rd, Richmond, B.C., V6Y 3T8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

VILLAGE OF PEMBERTON, a Municipality duly incorporated under the laws of the Province of British Columbia, having an address at 7400 Prospect Street, Pemberton, BC V0N 2L0

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owners of ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the District of Squamish, in the Province of British Columbia, and more particularly described as:

Lot 1 District Lot 211 Lillooet District Plan KAP 87819

Parcel Identifier: 027-701-522

(hereinafter called the "Lands");

- B. The Covenantor intends to subdivide the Lands in accordance with the proposed subdivision plan attached as Schedule "A";
- C. Section 219 of the Land Title Act provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building or to be erected on land, in favour of a Municipality or the Crown.
- D. The Covenantor has agreed to restrictions on the use of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of One Dollar (\$1.00) now paid to the Covenantee by the Covenantor (the receipt and sufficiency where of is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The Covenantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Covenantee, as a covenant in favour of the Covenantee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Covenantor that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof that the Covenantor shall not build, place or erect or permit the building, placement or erection of any buildings, structures or improvements on the Lands, nor shall the Covenantor apply for or be permitted to apply for a building permit or be entitled to a Development Permit, unless and until the Covenantor complies with the following requirements :
 - (a) Dedicate or transfer to the Covenantee park land equal to 5% of the land mass of the Lands from the Lands or other property, in any event to be satisfactory to the Covenantee;
 - (b) Pursuant to the Covenantee's Community Amenity Contribution Policy, contribute \$9,165 per building lot and \$6,110 per multiple family dwelling to the Covenantee ;
 - (c) Perform appropriate flood proofing or protection or register an appropriate Flood Covenant against the Lands as may be required by and in a form satisfactory to the Covenantee; and
 - (d) Enter a site servicing agreement with the Covenantee in a form satisfactory to the Covenantee.
2. 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.

3. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and 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 219(5) of the Land Title Act.
4. 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.
5. 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 or the parties so require.
6. This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
7. The parties hereto 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.
8. The Covenantor shall indemnify and hold the Covenantee and its officers, employees, agents and elected officials harmless from and against any and all claims, actions, costs, liabilities or losses that they may at any time hereafter suffer or be put to in connection with this Covenant, including any actual legal costs that are incurred in connection with any enforcement of this covenant.

AS EVIDENCE to their Agreement to the above terms, the parties each have executed and delivered this Agreement by executing the Land Title Act Form C to which this Agreement is attached and forms part of this Agreement.

