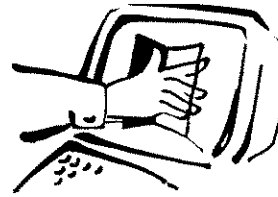


BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL

REQUESTED: 2007-12-05 12:45

CLIENT NAME: DR. ALI ASI
ADDRESS: 20180 WANSTEAD STREET
MAPLE RIDGE BC V2X 1H8

PICK-UP INSTRUCTIONS:

USER ID: PA52179 APPLICATION NO.: AD114974 NW PAGES: 012
ACCOUNT NO.: 881610
REFERENCE NO.: D39919 FOLIO NO.:

REMARKS:

BC OnLine Land Title Fax Service

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited.

The bylaw and common property sheets attached to strata plans have been repealed. Information regarding the bylaws and/or dealings affecting the common property of strata plans must be obtained from the general index and/or common property index on ALTOS. Refer to the BC OnLine user guide for access information.

AD114974

27 APR 90 13 20

LAND TITLE ACT
NEW WESTMINSTER

DEPOSITED

MAY 07 1990

Revised January 12, 1989

FORM 17

(Sections 151, 152[1], 220)

APPLICATION

Charge:

Section 215 Restrictive Covenant

True Value:

Nil

Herewith Fees of:

\$ 35.00 04/27/90 A5695d CHG NOM 35.00

Address of person)
entitled to be registered)
as owner, if different than)
shown in instrument)Full name, address and)
telephone number of person)
presenting application)DAVID R. WAY, Barrister & Solicitor
302, 566 Lougheed Highway
Coquitlam, B.C.
V3K 3S3 937-7791Signature of applicant,)
solicitor or authorized agent)

THIS AGREEMENT made this 30th day of March, 1990

BETWEEN:

WAYNE JACOB PENNER and SUSAN MARGARET PENNER
both of 4064 Toronto Street
Port Coquitlam, B.C. V3C 6N5 (JOINT TENANTS)
(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
Responsible for Environment,
Parliament Buildings, Victoria,
British Columbia, V8V 1X5

(hereinafter called the "First Grantee")

OF THE SECOND PART

LAND TITLE ACT
Form 1 (Section 33)
MEMORANDUM OF REGISTRATION
Registered on application filed on
the day and at the time written hereon
Registrar
New Westminster

AD 114970

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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:

P.I.D. _____
Lot 1
Section 7
Township 40
New Westminster District
Plan 85222

(hereinafter called the "Lands");

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 that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

AND THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by the First Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the First Grantee 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 himself and his heirs, executors, administrators, successors and assigns,

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hereby acknowledges that there is a potential flood danger to the Lands.

2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with each of the First Grantee, as a covenant in favour of each of the First 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 Lands, that from and after the date hereof:

- a) No building, mobile home or unit, or modular home shall be constructed, reconstructed, moved, extended or located within those areas of the Lands outlined in heavy black on the Explanatory Plan attached hereto and filed under Plan 85224
- b) No area used for habitation, business or storage of goods damageable by floodwaters and no furnace or other fixed equipment damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 1.5 metres above the natural boundary of Hyde Creek.

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 elevations.

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3. 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 is to be constructed or mobile home located, or by a combination of both structural elevation and landfill. No area below the required elevations shall be used for the installation of furnaces or other fixed equipment damageable by floodwater. 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 (wave action, ice, or other debris).
4. The Grantor, on behalf of himself and his successors and assigns, acknowledges that the First ~~AND SURETY~~ Grantee~~s~~ do not represent to the Grantor, nor to any other person that any building, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands ~~XXXX~~ will not be damaged by flooding or erosion and the Grantor, *g* on behalf of himself and his 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:

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- a) agrees to indemnify and to save harmless the First ~~and Second~~ Grantee~~s~~ and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the First ~~XXXXXX~~ Grantee~~s~~ 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 Gran~~x~~tor or his heirs, executors, administrators, 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 ^{Lands} ~~XXXX~~, 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 ^{Lands} ~~XXXX~~ (including existing non-conforming buildings) caused by flooding, erosion or some such similar cause; and
- b) does remise, release and forever discharge the First ~~and~~ ~~XXXXXX~~ Grantee~~s~~ 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 his heirs, executors, administrators, successors and assigns may have against the First ~~and Second~~ Grantee~~s~~ and their employees, servants or agents for and by

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reason of any personal injury, death or loss or damage to the
Lands
~~XXXX~~, 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
Lands
~~XXXX~~, caused by flooding, erosion or some such similar
cause.

5. 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 ^{Lands} ~~XXXX~~ shall enure to the benefit and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and the First ~~XXXXXXXXXX~~ Grantee and their assigns.
6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the First ~~XXXXXXXXXX~~ Grantee in relation to the Grantor, including his heirs, executors, administrators, successors and assigns, or the ^{Lands} ~~XXXX~~ under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the First ~~and XXXXXX~~ Grantee as if this Agreement had not been made by the parties.

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7. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the First ~~XXXXXX~~ Grantees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the ~~XXXX~~ ^{Lands} save and except those in favour of the First ~~XXXXXXXXXX~~ Grantees and those specifically approved in writing by the First ~~XXXXXXXXXX~~ Grantee.
8. 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.
9. 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.
10. a. The owner or any of his heirs, executors, administrators 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 ~~XXXX~~ ^{Lands}, which notice shall be received by that person prior to such disposition.

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- 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.
11. Wherever the singular or masculine or neuter is used herein, the same shall be constructed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
12. 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.
13. This agreement shall be interpreted according to the laws of the Province of British Columbia.
14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include

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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.

15. Every reference to the Minister Responsible for Environment in this Agreement shall include the Minister responsible for Environment, the Deputy Minister of Environment 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed by WAYNE JACOB PENNER)
and SUSAN MARGARET PENNER)
in the presence of:)

Witness)

DAVID R. WAY)

BARRISTER & SOLICITOR)


Address)

362-555 LOUGHEED HWY.)
COQUITLAM, B.C.)

Title or Occupation)

As to both signatures


WAYNE JACOB PENNER)


SUSAN MARGARET PENNER)

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Mr. M. Clarke
Minister Responsible for
Environment or his duly
authorized designate

~~Approving Officer~~

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?**AD** 114974

INFORMATION

☐ **FILE** ☒ **DOCUMENT** ☐ **PAGE** _____

☐ _____

☐ NOT AVAILABLE AT TIME OF FILMING.

☐ DOES NOT EXIST.

☐ OVERSIZE ☒ PLAN ☐ POOR QUALITY

NOT SUITABLE FOR FILMING, REFER TO: Survey DEPT.

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



PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

