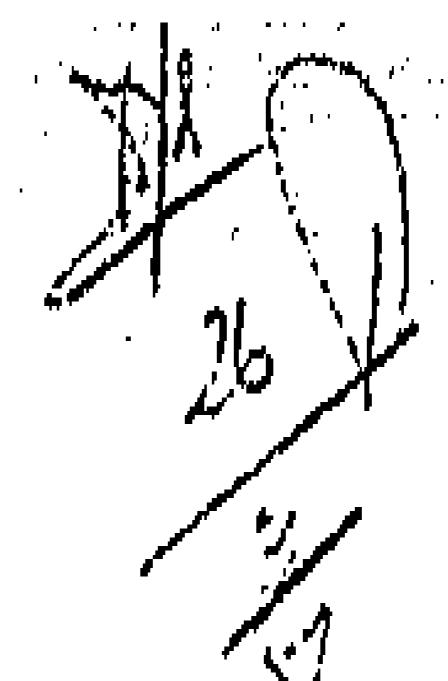


Status: Registered



Doc #: 246832M



RCVD: 1957-03-25 RQST: 2018-01-18 10.05.52

LAND REGISTRY ACT

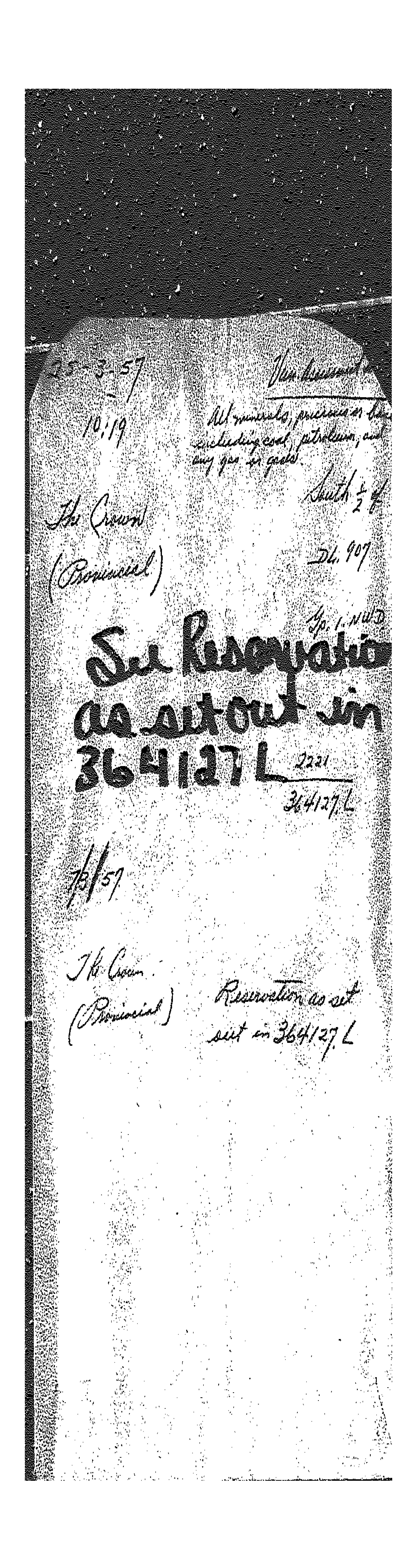
FORM C

(Section 127)

Application for Registration of Charge

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At	British Columbia, Por matima notices and documents.	Applied to the contract of the

Page 1 of 4



Page 2 of 4



No. 8703 958

Lieutenant-Governor

LAND ACT

PROVINCE OF BRITISH COLUMBIA

Land Act, 1951 2M-1056-5421



ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth,

Defender of the Faith

	ALFRED JOHN JORGENSEN	red and sixty Dollars to I	
		NIGHT LIBORATNICHED	his heirs and assigns
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DYE & DURHAM CLIENT No. 1106: SURVEY DEPT.

2

LAND TITLE ACT FORM C (Section 181(1))

BV436806

23 OCT 2003 Province of **British Columbia**

GENERAL INSTRUMENT - PART I

This area for Land Title Office use)	Page 1 c	of <u>13</u>	pages
THE GOD IN CUITE THE CONTROL COOL		·	

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

J. WAYNE ROWE LAW OFFICE, Barrister & Solicitor

Post Office Box 1880 - 758 School Road,

Gibsons, B.C., VON 1VO Telephone: (604) 886-2029

Signature of applicant, applicant's solicitor or agent

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

(Legal Description) SEE SCHEDULE

010-40-600

3.	NATURE OF INTEREST
	DESCRIPTION

DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST

(page and paragraph)

Section 219 Covenant over Part Shown on Plan BCP 7935 **Entire Document**

Transfere@2 03/10/23 09:45:10 04 LM

CHARGE

495792 \$55.00

and Plan BCP 7936 TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms [] D.F. Number
- (b) Express Charge Terms
- [X] 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 discharges as a charge on the land described in Item 2.

TRANSFERORS:*

GIBSON'S LANDING BREWING CO. LTD. Inc. No. 311878

TRANSFEREE(S): (Including, postal address(s) and postal code(s))* HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health Services, Parliament Buildings, Victoria, British Columbia, V5C 2H6.

ADDITIONAL OR MODIFIED TERMS:*

NONE

8. EXECUTION(S): ** This instrument creates, assignee, 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)

J. WAYNE ROWE BARRISTER & SOLICITOR 758 School Road - P.O. Box 1880 Gibsons, B.C., VON 1VO (604) 886-2029

(AS TO BOTH SIGNATURES)

Execution Date Μ D 07 22 0.7

Party(ies) Signature(s) GIBSON'S LANDING BREWING CO. LTD. by its authorized signatory(ies):

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.

LAND TITLE ACT FORM D

EXECUTIONS CONTINUED

Page 2 of 13 Pages

	Exec	ution	Date	
8. Execution(s): continued	Υ	М	D	Transferor(s) Signature(s)
Officer Signature(s)				HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by its authorized signatory(ies):
MARLENE HULL' COMMISSIONER FOR TAKING AFEIDAVITS FOR BRITISH COLUMBIA Box 1040 5571 Inlet Avenue Sechelt, B.C. VON 3AQ	03		25	Timothy H. Adams, C.P.H.I.C. Public Health Inspector or Environmental Health Officer COAST GARIBALDI HEALTH P.O. Box 1040, 5571 Inlet Avanta Sechelt, B.C. YON 3AG

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.

Page 3 of 13 pages

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

(PID)

(Legal Description)

010-700-600

Lot 1, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 2, District Lot 907, Group 1, New Westminster District, Plan BCP 구역정부

Lot 3, District Lot 907, Group 1, New Westminster District, Plan BCP 구역3억

Lot 4, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 5, District Lot 907, Group 1, New Westminster District, Plan BCP 3934

Lot 6, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 7, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 8, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 9, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 10, District Lot 907, Group 1, New Westminster District, Plan BCP 3934

Page 4 of 13 pages

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

Doc #: BV436806

(PID)

(Legal Description)

Lot 11, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 12, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 13, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 14, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 15, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 16, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 17, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 18, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 19, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 20, District Lot 907, Group 1, New Westminster District, Plan BCP 국 93년

Page 5 of 13 pages

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

(PID)

(Legal Description)

Lot 21, District Lot 907, Group 1, New Westminster District, Plan BCP コ934

Lot 22, District Lot 907, Group 1, New Westminster District, Plan BCP ₹934

Lot 23, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 24, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 25, District Lot 907, Group 1, New Westminster District, Plan BCP 국어 3년

Lot 26, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 27, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 28, District Lot 907, Group 1, New Westminster District, Plan BCP 4934

Lot 29, District Lot 907, Group 1, New Westminster District, Plan BCP 3934

Lot 30, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Page 6 of 13 pages

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

(PID)

(Legal Description)

Lot 31, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 32, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Page 7 of 13 Pages

TERMS OF INSTRUMENT

BETWEEN:

GIBSON'S LANDING BREWING CO, LTD. Inc. No. 311878

R.R. #7, 777 Payne Road Gibsons, B.C. V0N 1V7

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Ministry of Health Services, Parliament

Buildings, Victoria, British Columbia, V5C 2H6

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

The Covenantor is the registered owner of all and singular that certain tract of A. land laying, situate and being in the North Shore - Squamish Valley Assessment Area, Province of British Columbia, more particularly known and described as:

Parcel Identifier:

Lots:

1 to 32 inclusive

District Lot:

Group

1, New Westminster District

Plan:

BCP 7934

(hereinafter called the "Lands");

Page 8 of 13 Pages

B. Section 219 of the Land Title Act provides, interalia 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 the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown.

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 Covenantor by the Covenantee (the receipt and sufficiency whereof is hereby acknowledged) the parties hereby covenant and agree with the other as follows:

- 1. The Covenantor agrees that any sewage disposal system constructed, installed or placed on the Lands will be situated wholly within the area outlined in a heavy black line on each of lots 1 to 32 inclusive as shown on Reference Plans prepared by LarryW. Penonzek B.C. Land Surveyor, copies of which are attached as Schedules "A" and "B" (the "Disposal Area") to this Agreement.
- 2. The Covenantor will not do or permit to be done any act or thing which would interfere with or obstruct the use of the Disposal Area for the purpose of sewage disposal and constructing, installing or placing a sewage disposal system.
- 3. The Covenantor will not do or permit to be done any alteration, removal or disturbance of the soil in the Disposal Area including, without limiting the applicability of the foregoing, the Covenantor will not construct, install, place or erect any buildings, structures, fixed equipment, mobile or modular homes, foundations, driveways, road, parking areas, or will not bury any pipes, conduits or utility services (except a sewage disposal system approved by the Covenantee) in the Disposal Area.

Page 9 of 13 Pages

- 4. The Covenantor will indemnify and save harmless the Covenantee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisers, arising out of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this agreement.
- 5. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Covenantee unless the waiver is expressed in writing by the Covenantee. Any waiver by the Covenantee of any term, condition, covenant or other provision of this agreement or any waiver by the Covenantee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.
- 6. Subject to the provision of Section 219 of the Land Title Act the Covenantor's covenants contained in this Areement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Covenantor, his heirs, executors, administrators, successors and assigns and the Covenantee and his assigns.
- 7. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Covenantee in relation to the Covenantors or the Lands 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 Covenantee as if this Agreement had not been made by the parties.
- 8. The Covenantor will do or cause to be done at his expense all acts reasonably necessary for the Covenantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Covenantee and those specifically approved in writing by the Covenantee.

Page 10 of 13 Pages

- 9. The parties agree that this Agreement shall not be modified or discharges except in accordance with the provisions of Section 219 (5) of the Land Title Act.
- 10. The Covenantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 11. 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.
- 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 extend permitted by law as though the illegal or unenforceable parts or sections has 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 a reference to any consequent enactment of the

Page 11 of 13 Pages

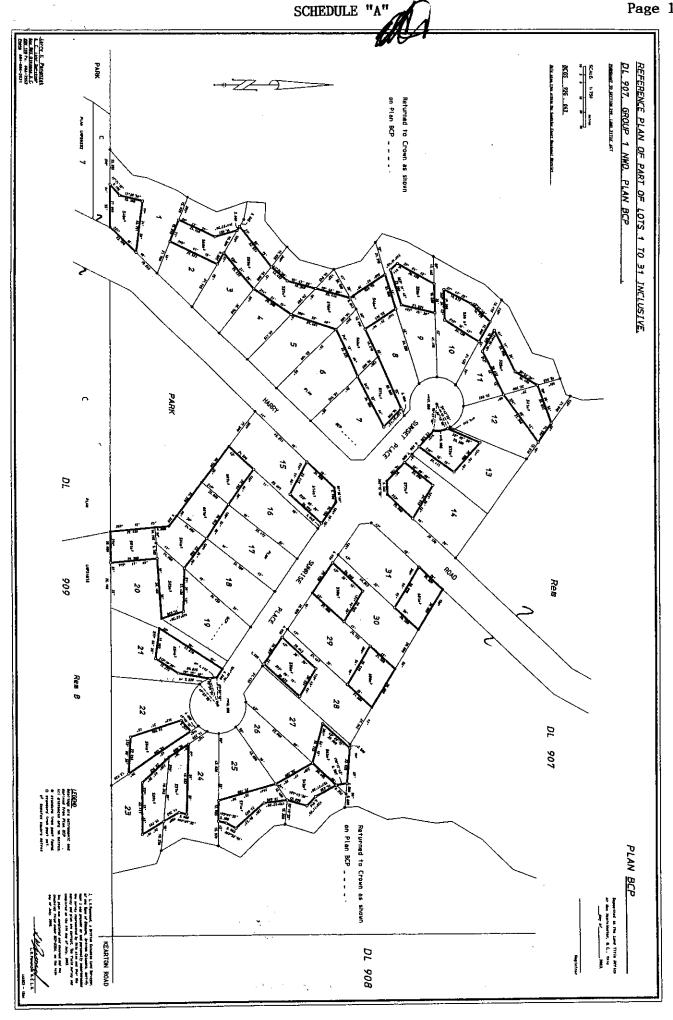
Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

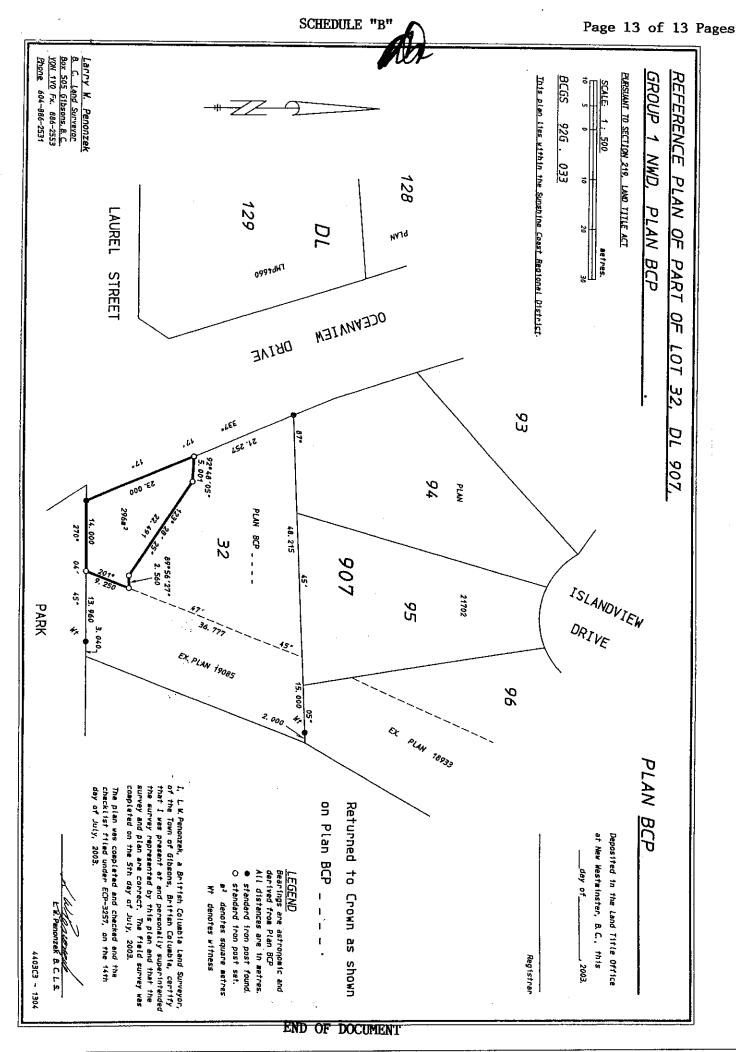
IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (page 1) and Form D (page 2) attached hereto.

This is the instrument creating the condition or covenant entered into under Section 219 of the Land Title Act by the registered owners referred to herein and shown on the print of the plan annexed hereto and initialled by me.

APPROVING OFFICER

Page 12 of 13 Pages







DYE & DURHAM CLIENT No. 11061

LAND TITLE ACT

FORM C

(Section 181(1)),

09 47 23 OCT 2003

RV436811

Province of

British Columbia

GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of <u>9</u> pages

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

J. WAYNE ROWE LAW OFFICE, Barrister & Solicitor

Post Office Box 1880 - 758 School Road,

Gibsons, B.C., VON 1VO

Telephone: (604) 886-2029

Signature of applicant, applicant's solicitor or agent

(a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND (PID) (Legal Description)

SEE SCHEDULE

DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST **NATURE OF INTEREST:***

DESCRIPTION

Section 219 Covenant over Part Shown on Plan 809 7939 (page and paragraph) **Entire Document**

Transferee02

CHARGE

03/10/23 09:46:02 04 LM

495792 \$55.00

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

(a) Filed Standard Charge Terms [] D.F. Number

(b) Express Charge Terms

[X] 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 discharges as a charge on the land described in Item 2.

TRANSFERORS:*

GIBSON'S LANDING BREWING CO. LTD. Inc. No. 311878

TRANSFEREE(S): (Including, postal address(s) and postal code(s))* HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Transportation, Parliament Buildings, Victoria, British Columbia, V5C 2H6 and SUNSHINE COAST REGIONAL DISTRICT, Post Office Box 800, Sechelt, B.C., VON 3A0

ADDITIONAL OR MODIFIED TERMS:*

EXECUTION(S): ** This instrument creates, assignee, 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)

J. WAYNE ROWE **BARRISTER & SOLICITOR** 758 School Road - P.O. Box 1880 Gibsons, B.C., VON 1VO (604) 886-2029 (AS TO BOTH SIGNATURES) **Execution Date** D Μ 22 07 03

Party(ies) Signature(s) GIBSON'S LANDING BREWING CO. LTD. by its authorized signatory(ies):

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.

Page 2 of 9 pages

SCHEDULE

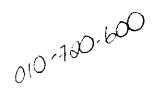
ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

Doc #: BV436811

(PID)

(Legal Description)



Lot 1, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 2, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 3, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 4, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 5, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 8, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 9, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 10, District Lot 907, Group 1, New Westminster District, Plan BCP 79.34

Lot 11, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 12, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Page 3 of 9 pages

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

(PID)

(Legal Description)

Lot 23, District Lot 907, Group 1, New Westminster District, Plan BCP7934

Lot 24, District Lot 907, Group 1, New Westminster District, Plan BCP7934

Lot 25, District Lot 907, Group 1, New Westminster District, Plan BCP7934

Lot 26, District Lot 907, Group 1, New Westminster District, Plan BCP7934

Lot 27, District Lot 907, Group 1, New Westminster District, Plan BCP7934

010-720-600

The South half of District Lot 907, Group 1, New Westminster District Except Portions in Plans 21702, 21744, LMP4660 and BCP7934

Page 4 of 9 Pages

TERMS OF INSTRUMENT

BETWEEN:

GIBSON'S LANDING BREWING CO. LTD. Inc. No. 311878

R.R. #7, 777 Payne Road Gibsons, B.C. V0N 1V7

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT

OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Ministry of Transportation, Parliament Buildings, Victoria, British Columbia, V5C 2H6 and

SUNSHINE COAST REGIONAL DISTRICT

Post Office Box 800 Sechelt, B.C. V0N 3A0

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the registered owner of all and singular that certain tract of land laying, situate and being in the North Shore - Squamish Valley Assessment Area, Province of British Columbia, more particularly known and described as:

Parcel Identifier:

Lots:

1 to 5 inclusive, 8 to 12 inclusive and 23 to 27 inclusive

District Lot:

907

Group

1, New Westminster District

Plan:

BCP 7934

Page 5 of 9 Pages

Parcel Identifier: 010-720-600
The South half of District Lot 907, Group 1, New Westminster District Except Portions in Plans 21702, 21744, LMP4660 and BCP7934

(hereinafter called the "Lands");

B. Section 219 of the Land Title Act provides, interalia 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 the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown.

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 Covenantor by the Covenantee (the receipt and sufficiency whereof is hereby acknowledged) the parties hereby covenant and agree with the other as follows:

- 1. No building or structure, fencing 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 the area outlined in a heavy black line on the Lands as shown on Reference Plan prepared by Larry W. Penonzek B.C. Land Surveyor, a copy of which is attached as Schedule "A" (the "Covenant Area") to this agreement.
- 2. The Covanantor 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 said Lands within the Covenant Area as shown on Schedule "A", so that the said trees, shrubs, plant, bushes, ground cover, vegetation and other forms of plant life remain in a naturally vegetated state in perpetuity.

Page 6 of 9 Pages

- 3. The Covenantor will indemnify and save harmless the Covenantee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisers, arising out of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this agreement.
- 4. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Covenantee unless the waiver is expressed in writing by the Covenantee. Any waiver by the Covenantee of any term, condition, covenant or other provision of this agreement or any waiver by the Covenantee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.
- 5. Subject to the provision of Section 219 of the Land Title Act the Covenantor's covenants contained in this Areement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Covenantor, his heirs, executors, administrators, successors and assigns and the Covenantee and his assigns.
- 6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Covenantee in relation to the Covenantors or the Lands 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 Covenantee as if this Agreement had not been made by the parties.
- 7. The Covenantor will do or cause to be done at his expense all acts reasonably necessary for the Covenantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Covenantee and those specifically approved in writing by the Covenantee.

Page 7 of 9 Pages

- 8. The parties agree that this Agreement shall not be modified or discharges except in accordance with the provisions of Section 219 (5) of the Land Title Act.
- 9. The Covenantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 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.
- 11. 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 extend permitted by law as though the illegal or unenforceable parts or sections has never been included in this Agreement.
- 12. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
- 13. 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 consequent enactment of the

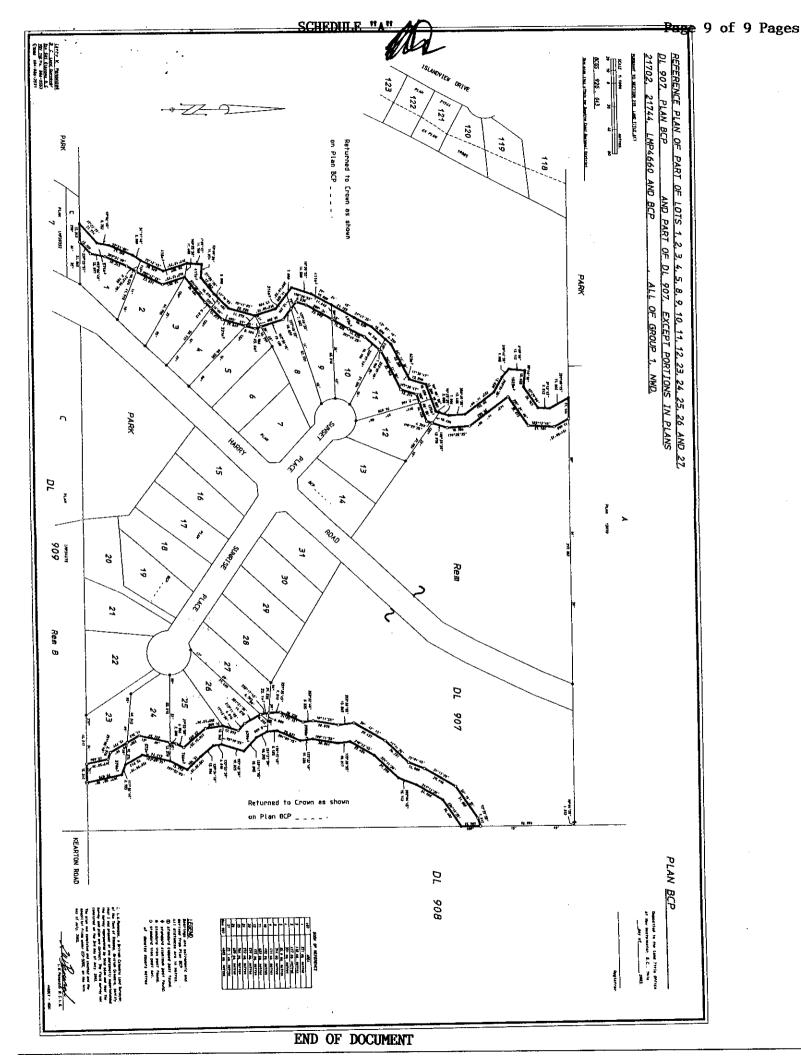
Page 8 of 9 Pages

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.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the Covenantor executing Form C (page 1) attached hereto.

This is the instrument creating the condition or covenant entered into under Section 219 of the Land Title Act by the registered owners referred to herein and shown on the print of the plan annexed hereto and initialled by me.

APPROVING OFFICER



DYE & DURHAM CLIENT No. 11061 **SURVEY DEPT**

09 47 Land Title 23t OCT 2003

BV436812

FORM 35

(section 220(1))

DECLARATION OF BUILDING SCHEME

Page 1 of 1

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF

Address of person entitled to apply to register this building scheme: 777 Payne Road, Gibsons, B.C., VON 1V7

495792 \$55.00

Full name, address and telephone number of person presenting application:
J. WAYNE ROWE LAW OFFICE, Post Office Box 1880, Gibsons, B.C., VON 1VO

SOLICITOR OR AUTHORIZED AGENT

1. I am the registered owner in fee simple/lessee of the following land (hereinafter called "the Lots")

Parcel Identifier:

Lots 1 to 32. District Lot 907 Grant 1

Lots 1 to 32, District Lot 907, Group 1 New Westminster District Plan BCP 293

2. I hereby create a building scheme relating to the Lots.

- A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
- The restrictions shall be for the benefit of all the Lots.

EXECUTION(S):

Officer Signature(s)

Execution Date

10

03

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GIBSONS LANDING BREWING CO. LTD. by its' authorized signatory(ies):

J. WAYNE ROWE BARRISTER + SOLICITOR 758 JCHOOL ROAD- P.O. BOX 1880

G1650NS, 6.C. VON-1VO

(604) 886-2029

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.

MGE 2

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

We, SUNSHINE COAST CREDIT UNION, P.O. Box 715, Gibsons, British Columbia, the noiders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges: Mortgage registered under BT461388.

Officer Signature(s)

Y M D

J. WAYNE ROWE
BARRISTER & SOLICITOR
758 School Road - P.O. Box 1880
Gibsons, B.C., VON 1VO

Chargeholder Signature(s)

SUNSHINE COAST CREDIT UNION by its' authorized signatories(y):

RICK COUNEY

DIANE WRIGHT

OFFICER CERTIFICATION:

(604) 886-2029

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.

NOTE:

- 1. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
- 2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the Land Title Act.
- 3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

Schedule of Restrictions

3 11 Page 2 of 10

The Lots shall not be built upon except in accordance with the following restrictions.

An

1m

1.0 PRECEDENTS:

- 1.01 Gibsons Landing Brewing Co. Ltd. (hereinafter known as the "Developer") is the Grantor of the Building Scheme and Schedule of Restrictions and is endeavoring to create a high quality single family development, with protected investment values, while providing a lifestyle centred around the views and ambience that are so obviously a part of our Community.
- 1.02 In order to maintain a high standard and continuity of quality construction, the Developer in its absolute discretion, reserves the right to approve all construction plans and landscape plans prior to the commencement of any works on any lot within the subdivision covered by this Building Scheme and Schedule of Restrictions.
- 1.03 The Developer may, in its absolute discretion, from time to time, in writing, appoint or re-appoint an agent, committee, person or persons to exercise the powers and privileges specified herein and any act made, approval or rejection given by such appointee in accordance herewith shall be deemed to have been made or given by the Developer. Any act made, approval or rejection given by the Developer or its appointee, shall be binding and enforceable against the Purchaser of any lot covered by this Building Scheme and Schedule of Restrictions.
- 1.04 In the event of any breach of any of the terms and specifications contained herein, the Developer or their agent shall have the right to enter upon the lot and abate, at the owner's expense, any such breach capable of abatement. The owner shall pay to the Developer all costs for such abatement such costs shall constitute a charge upon the lot until paid and may be collected by the Developer through a court of competent jurisdiction.
- 1.05 Nothing contained herein shall be construed or implied as imposing on the Developer, its agent, or employees, any liability in the event of non-compliance with or non-fulfillment of any of the restrictions and benefits set forth in this Schedule and no liability shall attach to the Developer, its agents or employees for acts or emissions committed in the performance of its rights and obligations contained herein.

4 11 Page 3 of 10

- 1.06 The Schedule of Restrictions shall remain in force and effect for all time, and shall be binding upon the owners, heirs, assigns and occupiers of the lots and improvements.
- 1.07 The restrictions and stipulations contained herein shall not be deemed to be exclusive of the requirements of the By-laws of the Sunshine Coast Regional District, or of the obligations or liabilities imposed by Statute or the Common law on any owners, heirs, assigns or occupiers for the lands, all of which shall be duly observed and complied with.
- 1.08 If any section, subsection, sentence, clause or phrase of this Building Scheme and Schedule of Restrictions is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Building Scheme and Schedule of Restrictions.

2.0 THE LOT:

- 2.01 All lots within this development have designated septic field sites identified and established under covenant with the Ministry of Health. The location of the septic field sites are created in such a way so that the building area is identified as the area outside the covenant areas and adjacent lot owners may be relying on the surrounding covenant areas when placing their home.
 Under no circumstances shall any Owner / Purchaser apply to change or move the Health Covenant without the express written consent of the Developer.
- 2.02 All landscape plans shall be submitted to and approved by the Developer prior to the commencement of any works. Plans must include sufficient detail in regard to drainage, fencing, retaining walls, type of ground cover, hedges, location and type of fruit or landscape trees. Front yards shall have a minimum landscape consistency requirement of 75% green landscaping, the balance may be rockeries, flower and shrub areas. All front yard landscaping must be completed within six (6) months of obtaining a building permit. Rear yards, shall either be enclosed by a fence or reclaimed from the natural state in accordance with the approved landscape plans within one (1) year of the occupancy date of the lot.

5 11 Page 4 of 10

Lot grading shall only be done if approved by the Developer and any changes 2.03 requested by the Purchaser shall be made in writing to the Developers at the time the building contract is drawn up.

Doc #: BV436812

- No excavation of the lot shall be permitted prior to the Developer approving 2.04 the construction plans and prior to a building permit being in place. All excavated material from the building site shall be removed from the lot, or spread out and properly retained on the property so as to prevent sloughing onto adjacent properties. All retaining walls, their construction and materials shall be approved in writing by the Developer.
- 2.05 Vacant lots shall be maintained by the Owner / Purchaser at his / her expense prior to construction. All scrub bushes, scrub trees and alders shall be removed annually by the Purchaser, and in any event no undergrowth shall be allowed over one (1) metre in height save for existing coniferous trees, fruit trees and approved landscape trees.
- No fencing shall be erected in the front yard of any lot. Groups of trees or 2.06 bushes construed to be a hedge shall be allowed within the front yards provided that the height does not exceed 1.5 meters above the finished graded surface of the ground.
- 2.07 On lots 1 through 7 and lot 15: no fruit trees, ornamental trees or approved Landscape trees shall be allowed to exceed four (4) meters (13.1 feet) in height at any point in time. Save and except coniferous trees existing at the point of subdivision.
- The grass boulevard at every adjacent point to a lot shall be the responsibility 2.08 of the individual lot owner to mow and maintain in a fastidious manner on a regular basis.
- 2.09 No signs, billboards, notice or advertisement of any kind shall be placed upon the lot, or upon any building, fence or other structures erected or placed thereon, with the exception of a conventional size sign indicating that a lot, a premise or a dwelling if for sale. Such signs shall be removed within fifteen (15) days of sale of the premise or dwelling.

b 11 Page 5 of 10

2.10 No junk yard items, wrecked or partially wrecked vehicles, nor any salvage materials, or goods intended for commercial use or sale shall be stored, kept, nor permitted to be kept or stored on any lot, before or after house construction. No waste or refuse shall be kept or stored upon any lot contained within this Building Scheme.

3.0 THE RESIDENCE AND OUTBUILDINGS:

- 3.01 All buildings constructed on the lots shall conform to all front, rear, and side yard requirements of the Sunshine Coast Regional District. Additional set backs may be required on specific lots as outlined in this document.
- 3.02 No single wide mobile home, nor double wide mobile shall be pemitted on the lands under any circumstances.
- 3.03 No structure or other improvement, whatsoever, shall be constructed, placed, erected, or maintained on any lot within this Building Scheme, unless and until plans and specifications showing elevations, siting, size, colour scheme and all exterior materials to be used have been submitted to and approved in writing by the Developer, who shall have the right and power to approve or reject same.
- 3.04 The construction of any residence, outbuildings or other improvements upon a lot shall commence within six (6) months of the date of the approval referred to in paragraph 3.03 hereof, otherwise such approval shall be null and void.
- 3.05 Only one dwelling for one family or household unit shall be erected on any one lot. No residence, building or lot shall be partitioned, subdivided or let with the intent or purpose that the same or any part or parts there of be used or occupied by more than one family or household unit.
- 3.06 No building or part thereof on any lot shall be used as a boarding house, private hospital, transition house, resort, store, or restaurant.

7 11. Page % of 10

- 3.07 Without limiting the generality of Paragraph 3.03 herein, the Developer shall not approve plans or specifications for any improvement or structure used or intended to be used as a family residence or house except in accordance with the following:
 - (1) Total floor area of the residence excluding garages shall not be less than:

One thousand four hundred (1400) square feet of finished living area if the residence is a single storey (rancher).

One thousand eight hundred (1800) square feet of finished living area if the residence is a split level, or two storey.

- (2) The exterior roof faces of a residence shall be finished with cedar shakes or shingles, masonry or fiberglass tiles, or asphalt shingles with a minimum 30 year warranty. The Developer may permit the use of metal or other substitute roofing material.
- (3) Roof styles wherever possible shall minimize the impact on any single face. The use of cottage roofs with 5/12 or 6/12 pitch shall be instituted with all plans. Where residence design does not reasonably permit the above, the Developers may accept alternate roof designs.
- (3) The exterior faces of a residence shall be finished in "hardy plank" (fibre cement board) cedar siding, stucco, stone, brick or vinyl siding approved by the Developer. Some glass block, brick or stone facings must accompany exterior siding materials. The use of a secondary exterior finish shall be mandatory on the front face of all homes and encouraged on all faces exposed to the street (ie. two sides on corner lots) in sufficient quantity as to truly provide relief from the primary facing. Except where the design or method of construction of the residence will not reasonably permit the use of the foregoing the Developer may allow the use of substitute materials.
- 3.08 Enclosed garage parking shall be required on every lot, either in an outbuilding or attached to the residence the minimum size requirement shall be 20' x 20' and in any event shall be 400 square feet or more. No carports are permitted. Garage door styles shall be compatible with the exterior face and design of the residence.

8 // Page % of 10

- 3.09 All driveways or other vehicular access from the street to the constructed improvements shall take advantage of the grade and street orientation and in All circumstances shall be surfaced with coloured or plain concrete, exposed aggregate concrete, stamped concrete or inter-locking paving stones.
- 3.10 All lots shall have a minimum front yard set back for all buildings and/or structures of 7 metres. Except as follows:

Doc #: BV436812

Lot 4 shall have a minimum front yard set back of 6 metres.

Lot 5 shall have a minimum front yard set back of 5.5 metres.

Lot 6 shall have a minimum front yard set back of 5 metres.

Lots 12, 13, 14, and 27 to 31 inclusive shall have a minimum rear yard set back of 5 metres for all structures and/or outbuildings.

3.11 No residence shall be occupied by any person or persons unless and until such residence, including the exterior thereof, is substantially finished and a final occupancy permit has been issued by the Sunshine Coast Regional District.

4.0 GENERAL

- 4.01 The Purchaser shall proceed diligently and continuously from the commencement of construction until the buildings and structures as approved by the Developer are fully completed including, painting and/or staining. All structures shall be completed as to external appearance, including painting, staining and brick and stone facings within six (6) months of the commencement of construction, as indicated by the date on the Sunshine Coast Regional District building permit.
- 4.02 No building material, crates, packing cases, contractors' sheds, equipment or other unsightly objects or material shall be placed on any street or adjoining lot, nor left on the premises except during such time as construction work is actually in progress, and in any event no longer than six (6) months from the date of commencement of construction.

9 1) Page & of NQ

- 4.03 No owner or occupier of any lot shall keep or permit to be kept any swine, poultry, sheep, cows, cattle, goats, bees, snakes or other livestock under any circumstances. A maximum of two (2) domestic household pets shall be permitted. Such pets shall not be allowed to run wild or uncontrolled within the subdivision.
- 4.04 All garbage awaiting disposal shall be contained in covered metal containers or covered rigid plastic containers, and shall be located where they are not visible from adjoining lots except on the day of collection.
- 4.05 No outdoor clothes drying devices will be allowed save for umbrella style clothes rack, which if installed shall be located so as to not adversely impact the visual outlook from adjoining lots.
- 4.06 No television antenna, or aerial of any type shall be erected on the lot or attached to the exterior of any building on any lot. No satellite dish shall exceed 24 inches in diameter and shall not be placed in the front yard nor on the front face of the building or roof.
- 4.07 During the hours from dusk to dawn, no commercial vehicle, tractor, trailer, or van or any vehicle whose gross vehicle weight exceeds twenty thousand (20,000) pounds shall be parked or permitted to be parked on any lot or any street adjoining the lot, except as are required in an emergency or as may reasonably be required during the construction of any improvement or outbuilding on the lot.
- 4.08 No trailer, mobile home, camper, tent trailer, recreational vehicle or boat shall be brought upon or parked on any lot or on any street adjoining any lot during the hours of dawn to dusk. All such items shall be parked or stored within the residence, the garage or within an outbuilding constructed of material similar to the exterior of the residence.
- 4.09 No owner or occupier of any lot shall cause, commit, authorize or permit any nuisance to originate or emanate from a lot.

10 || Page & of 10

5.0 THE APPROVAL PROCESS

- 5.01 Prior to the commencement of any works on any lot the Owner/Purchaser shall submit to the Developer, for its written approval, the plans and construction drawings for the proposed residence. The plans and specifications shall include:
 - (1) Floor plans showing size and height and shall include the garage, and all outbuildings.
 - (2) Exterior design, finish and colour schemes.
 - (3) A site plot plan showing elevations, grades and drainage.
 - (4) Landscape plans detailing fencing, hedging, retaining walls and ground cover.
 - (5) Such other plans and specifications as are requested by the Developer.
- 5.02 The plans and specifications herein shall be submitted with the completed application form to the Developer in duplicate to:Gibsons Landing Brewing Co Ltd.

32 - 900 Gibsons Way

Gibsons, B.C. V0N 1V7

(ATTENTION: Jon McRae).

All sets of plans shall be signed by the applicant when submitted to the Developer acknowledging that all construction shall conform with the approved plans.

5.03 Plans will be processed within a maximum time period of fourteen (14) days from receipt of plans. When approval is given, one copy shall be signed by the Developer as approved and returned to the applicant for use in obtaining a building permit from the Sunshine Coast Regional District. The second copy will be retained by the Developer and shall constitute the original and only permissible plan.

- 5.04 In order to avoid delays and possible revisions, applicants are strongly advised to:
 - (1) Read thoroughly and fully understand the Building Scheme and Schedule of Restrictions.
 - (2) Consult with the Regional District's Building Inspector.
 - (3) Consult with the Developer or his appointed agent prior to purchasing final house plans. It is important that the subdivision as a whole is enhanced by each residence and compatibility and continuity with adjacent homes will be a major critieria for approval by the Developer.
- 5.05 To assist the applicant in siting the residence printed below are some of the requirements under the Sunshine Coast Regional District By-Law 310 in effect as of this date. However, it is understood that this By-Law may be changed or amended from time to time by the Regional District Board.

Note: The front yard requirements for all lots except lots 4, 5, & 6 (see section 3.10) have been stipulated to be 7 metres, and the rear yard requirements of lots 12, 13, 14, & 27 to 31 inclusive have been stipulated to be 5 metres within this Building Scheme and Schedule of Restrictions. Such requirements shall take precedence over the requirements of By-Law 310.

MAXIMUM LOT COVERAGE:

The building and accessory buildings on any lot shall in no case together occupy more than forty percent (35%) of the total area of the lot.

All Natural Gas, Electric, Telephone and Cablevision conduits and the equipment incidental thereto throughout the subdivision shall be buried underground and the applicant shall make his own arrangements with Centra Gas, The British Columbia Hydro Authority, The British Columbia Telephone Company and such television/cablevision supplier as from time to time may be servicing the subdivision. Fees for these services shall be born by the applicant. It is the applicant's responsibility not to disrupt any services that have been placed underground in the street right-of-ways adjacent to any lots within the subdivision.

END OF DOCUMENT

Status: Registered Doc #: CA4356318 RCVD: 2015-04-24 RQST: 2018-01-18 10.08.52

FORM_B_V20 NEVALVA/FOTAINISTED LA

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT FORM B (Section 225)

Apr-24-2015 16:55:14.001

CA4356318

M	ORTGAGE - PART 1 Province of British Col	umbia	PAGE	1 OF	3 1	PAGES
	Land Thie Act, NODC 1770 C.230, and mai	that you are a subscriber as defined by the you have applied your electronic signature in opy, or a copy of that true copy, is in your	Kim Lee Possoz	A, cn=Georg Z, o=Lawyer, cert.com/LKI	ina Suan ou=Verify JP.cfm?	Kim Lee ID at
1.	APPLICATION: (Name, address, phone numbers of the Company little Company)					
	1820 - 777 Hornby Street Vancouver	Ref.	Free.: 1.866.570.2207 No.: 15098001575 (NE gage No.: 1180261/964			
	Document Fees: \$78.10		Deduct I	.TSA Fe	es? Y	es 🔽
2.	005 704 400	RIPTION OF LAND: description] RICT LOT 907 GROUP 1 NEW V	VESTMINSTER DISTR	RICT F	PLAI	١
3.	BORROWER(S) (MORTGAGOR(S)): (include	ding postal address(es) and postal code(s))				
	DANIEL FREEDMAN					
	TRINITY FREEDMAN					
	1474 SUNSET PLACE					
	GIBSONS	BRITISH COLUM	IBIA			
		N 1V5 CANADA				
4.	LENDER(S) (MORTGAGEE(S)): (including	occupation(s), postal address(es) and postal cod	le(s))			
	THE TORONTO-DOMINION B					
A CANADIAN CHARTERED BANK HAVING A BRANCH OFFICE AND POSTAL A					SAT	-
	500 EDMONTON CITY CENTE			• • • • •		
	EDMONTON	AB	· L.			
	CANADA	T5J 5E8	East Vancouver/South	Burn	ahv/	New
5.	PAYMENT PROVISIONS: (a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment	Y	М	l D
	\$488,000.00	SEE SCHEDULE	Date: N/A		XX	_
-	(A) Lyrany Cala Lyran Barinda	(2) Pr. 111 Pr				<u> </u>
	(d) Interest Calculation Period: SEE SCHEDULE	(e) Payment Dates: ON DEMAND	(f) First Payment Date: N/A	_v	XX	VV
_				^^	^^	^^
	(g) Amount of each periodic payment: N/A	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A	xx	xx	xx

(k) Place of payment:

ITEM 4

POSTAL ADDRESS IN

(l) Balance Due Date: ON

DEMAND

(j) Assignment of Rents which the

applicant wants registered?
YES NO I
If YES, page and paragraph number:

xx|xx|xx

Status: Registered Doc #: CA4356318 RCVD: 2015-04-24 RQST: 2018-01-18 10.08.52 MORTGAGE – PART 1 PAGE 2 OF 3 PAGES MORTGAGE contains floating charge on land? 7. MORTGAGE secures a current or running account? NO 🔽 YES YES 🗸 NO INTEREST MORTGAGED: Freehold Other (specify) MORTGAGE TERMS: Part 2 of this mortgage consists of (select one only): (a) Prescribed Standard Mortgage Terms D F Number: MT131015 (b) Filed Standard Mortgage Terms \square (c) Express Mortgage Terms (annexed to this mortgage as Part 2) A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage. 10. ADDITIONAL OR MODIFIED TERMS: N/A 11. PRIOR ENCUMBRANCES PERMITTED BY LENDER: 12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms. Officer Signature(s) Borrower(s) Signature(s) **Execution Date** M Athena A. McLash 15 04 13 DANIEL FREEDMAN

(as to all signatures)

Barrister & Solicitor

938 Gibsons Way, Unit 100 Gibsons, BC V0N 1V7

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.

TRINITY FREEDMAN

Status: Registered Doc #: CA4356318 RCVD: 2015-04-24 RQST: 2018-01-18 10.08.52

FORM_E_V20

LAND TITLE ACT FORM E

SCHEDULE PAGE 3 OF 3 PAGES

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form

5. PAYMENT PROVISIONS

(b) You will pay interest on the Principal Amount at the following interest rate:

the Bank's Prime Rate plus 10.000% per annum. "Prime Rate" means the annual interest rate (calculated monthly not in advance) that the Bank sets and adjusts at its discretion as the reference interest rate the Bank will charge for customers in Canada for Canadian dollar loans. The current Prime Rate is available from the Bank's branch offices.

(d) Interest at this interest rate is calculated and payable monthly, not in advance. You will continue to pay interest at this interest rate until all of the Debt has been paid. If any interest is overdue the Bank will calculate late interest every day at the above interest rate on the full amount that is overdue. You agree to pay this late interest. The Bank will add late interest to the Debt at the end of each month.

Status: Registered Doc #: CA5264881 RCVD: 2016-06-15 RQST: 2018-01-18 10.09.17

FORM_B_V22

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT FORM B (Section 225)

Jun-15-2016 15:58:23.001

CA5264881

PAGE 1 OF 3 PAGES

MORTGAGE - PART 1 Province of British Colum

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.

Kim Lee IRU55

Georgina Suan

Lee IRU55Y

No.: c-CA, cn-Georgina Suan Kim

Lee IRU55Y

Sim Lee IRU55Y

Sim Lee IRU55Y

Date: 2016.06.15 18:57:40-0400'

	possession.	KIM Lee IRU55Y www.jurjcert.com/LKUP.cfm?id=IRU55Y Date: 2016.06.15 18:57:40 -04'00'
1.	APPLICATION: (Name, address, phone number of applicant, applicant's solicit Titleserve Lenders Advantage - HamC	or or agent)
	Suite 801, 4 Hughson Street South Hamilton ON L8N 3Z1 Document Fees: \$71.58	Toll Free.: 1.866.570.2207 Ref. No.: 16126002855 (NEW) Mortgage No.: 9643322398601/9643 Deduct LTSA Fees? Yes
2.	PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: [PID] [legal description] O25-794-493 LOT 11 DISTRICT LOT 907 GROUP STC? YES BCP7934	1 NEW WESTMINSTER DISTRICT PLAN
3.	BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal	code(s))

DANIEL FREEDMAN TRINITY FREEDMAN

1474 SUNSET PLACE

GIBSONS BRITISH COLUMBIA

AS JOINT TENANTS VON 1V5 CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

THE TORONTO-DOMINION BANK

A CANADIAN CHARTERED BANK HAVING A BRANCH OFFICE AND POSTAL ADDRESS AT 500 EDMONTON CITY CENTRE E., 10205-101 STREET, 5TH FL.

EDMONTON AB

CANADA T5J 5E8 BC Northern Interior & Yukon

(b) Interest Rate:	(c) Interest Adjustment	Y	M	D
SEE SCHEDULE	Date: N/A	XX	XX	XX
(e) Payment Dates:	(f) First Payment			
ON DEMAND	Date: N/A	XX	XX	XX
(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A	xx	XX	xx
(k) Place of payment: POSTAL ADDRESS IN ITEM 4	(1) Balance Due Date: ON DEMAND	xx	xx	xx
	(e) Payment Dates: ON DEMAND (h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum. (k) Place of payment: POSTAL ADDRESS IN	SEE SCHEDULE (e) Payment Dates: ON DEMAND (h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A (k) Place of payment: POSTAL ADDRESS IN Date: N/A (i) Last Payment Date: N/A (i) Last Payment Date: N/A (i) Last Payment Date: N/A ON	SEE SCHEDULE Date: N/A (e) Payment Dates: ON DEMAND (f) First Payment Date: N/A XX (h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A (k) Place of payment: POSTAL ADDRESS IN Date: N/A (i) Last Payment Date: N/A XX (l) Balance Due Date: ON	SEE SCHEDULE Date: N/A (e) Payment Dates: ON DEMAND (f) First Payment Date: N/A XX XX (h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A (k) Place of payment: POSTAL ADDRESS IN Date: N/A (f) First Payment Date: N/A XX XX (i) Last Payment Date: N/A XX XX XX XX

<u>MO</u> 6.	RTGAGE – PART 1 MORTGAGE contains floating charge on land? YES NO ✓		7. M	ORTGAGE YES 🔽	PAGE 2 OF 3 PAGES secures a current or running account? NO
8.	INTEREST MORTGAGED: Freehold Other (specify)				
9.	MORTGAGE TERMS: Part 2 of this mortgage consists of (select one on (a) Prescribed Standard Mortgage Terms (b) Filed Standard Mortgage Terms (c) Express Mortgage Terms A selection of (a) or (b) includes any additional or the content of the conten	D (a	nnexed		tgage as Part 2)
10.	ADDITIONAL OR MODIFIED TERMS: N/A				
11.	PRIOR ENCUMBRANCES PERMITTED BY LENDE	PR:			
		ge terms r			nortgaged as security for payment of all money due and and the Borrower(s) and every other signatory agree(s) to be
Ot	fficer Signature(s)	Y	ecution I M	Date D	Borrower(s) Signature(s)
В	thena A. McLash arrister & Solicitor 38 Gibsons Way, Unit 100	16	05	24	DANIEL FREEDMAN

Doc #: CA5264881

(as to all signatures)

Gibsons, BC V0N 1V7

Status: Registered

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.

TRINITY FREEDMAN

RCVD: 2016-06-15 RQST: 2018-01-18 10.09.17

Status: Registered Doc #: CA5264881 RCVD: 2016-06-15 RQST: 2018-01-18 10.09.17

FORM_E_V22

LAND TITLE ACT FORM E

SCHEDULE PAGE 3 OF 3 PAGES

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form

5. PAYMENT PROVISIONS

(b) You will pay interest on the Principal Amount at the following interest rate:

the Bank's Prime Rate plus 10.000% per annum. "Prime Rate" means the annual interest rate (calculated monthly not in advance) that the Bank sets and adjusts at its discretion as the reference interest rate the Bank will charge for customers in Canada for Canadian dollar loans. The current Prime Rate is available from the Bank's branch offices.

(d) Interest at this interest rate is calculated and payable monthly, not in advance. You will continue to pay interest at this interest rate until all of the Debt has been paid. If any interest is overdue the Bank will calculate late interest every day at the above interest rate on the full amount that is overdue. You agree to pay this late interest. The Bank will add late interest to the Debt at the end of each month.

Doc #: GB26167

MPR 18

RCVD: 1988-03-18 RQST: 2018-01-18

\$ 25.00

26167

FORM 17

APPLICATION

Nature of Charge:

Coveant pursuant to Section 215 (1)

L.T.A.

Herewith fee of:

True Value: Nominal WILLIAM F. SPOHN Barrister & Solicitor 1110 - 100 Park Royal West Vancouver, B.C. V7T 1A2

926-8681

FRASER RUDELIER TITLE SEARCH LTD.

03/18/88 AC3935 DWG NOW 20.000

FORM 1 (Section 36)
MEMORAHDUM OF REGISTRATION Resistered on application received on the day and time written hereon K. D. JACKOLS Registrat of the

Valconed to 1 life Office

Status: Registered

RCVD: 1988-03-18 RQST: 2018-01-18 10.06.28

Ž

THIS COVENANT GRANTED the /3 = day of July , 1987

BETWEEN:

CROWN POINT DEVELOPMENT CORP. (incorporation No. 225787) 605 Clyde Avenue West Vancouver, B.C. V7T 1C7

CB√

(hereinafter called the "Grantor")

AND:

SUNSHINE COAST REGIONAL DISTRICT P.O. Box 800 Sechelt, B.C. VON 3A0

(hereinafter called the "Regional District")

WHEREAS the Grantor is the registered owner of an estate in fee-simple of all and singular of that certain parcel or tract of lands and premises situate, lying and being in the Vancouver Assessment District in the Province of British Columbia, more particularly known and described as:

South half of District Lot 907,

(the "Lands")

AND WHEREAS the Chantor desires to voluntarily grant this Covenant to provide that the Lands shall not be subdivided except in accordance with this Covenant and the Regional District has agreed to accept this Covenant;

NOW THEREFORE in consideration of the premises contained herein and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Regional District to the Grantor,

GB026167

- 2 -

the receipt and sufficiency whereof is hereby acknowledged by the Grantor to the Regional District, the Grantor does hereby covenant and agree with the Regional District as follows:

- The Grantor covenants and agrees that the Lands shall 1. not be subdivided except in accordance with this Covenant.
- 2. The Grantor covenants and agrees that at the time of subdivision of the Lands, except that portion to the west of End Creek which is referred to in Section 3 in this Covenant, the Grantor shall:
 - (a) dedicate as park 5% of the developable portion of the Lands between Chaster Creek and End Creek, such calculation of 5% of the Lands not to include the ravine embankments:
 - (b) provide at the time of registration of a plan of subdivision of the Lands that the ravine embankments shall be returned to the Crown Provincial; and
 - (c) provide in addition to the lands referred to in this Section, without compensation, to the Regional District an area of 0.2055 hectares for park land in conjunction with the park dedication referred to herein and to be connected with such dedicated park.
- The Grantor covenants and agrees that the portion of 3. the Lands to the west of End Creek and shown cross-hatched on the plan attached hereto as Schedule A shall not be subdivided unless and until a registrable plan of subdivision is prepared for registration in the Vancouver Land Title Office and the Regional

4

- 3 -

District agrees to provide a partial discharge of this Covenant against such portion of the Lands shown cross-hatched on Schedule A at that time.

- 4. This Covenant is granted voluntarily by the Covenantor to the Regional District pursuant to Section 215 of the <u>Land</u>

 <u>Title Act</u> of the Province of British Columbia and shall run with the Lands.
- 5. The Covenantor hereby releases, indemnifies and saves the Regional District harmless from and against all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant.
- 6. The Covenantor shall, forthwith after execution hereof by it, due or cause to be done all acts or things reasonably necessary to give proper effect to the terms and intention of this Covenant and to ensure that this may be registered against title to the Lands in the Vancouver Land Title Office as a first charge with priority over all other registered charges and encumbrances.
- whenever 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 party so requires; this Covenant runs with the Lands; every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party; this Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, notwithstanding any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the

10.00.2

- 4 -

decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that such is invalid shall not affect the validity of the remainder.

The common seal of Crown Point)
Development\$ Corp. hereunto)
affixed in the presence of:)

Shiley Emityre)
AUTHORIZED SIGNATORY

Approved as to form and content) by the Regional District by:)

This is the instrument creating) the condition or Covenant) entered into under Section 215) of the Land Title Act by the) registered owners referred to) herein and shown on the print) of the plan annexed hereto) and initialled by me

Secretary - Treasurer

APPROVING OFFI

APPROVING OFFICER
Ministry of Transportation and
Highways

js/3008/CSM19

6

GB026167

BETWEEN:

DATED

CROWN POINT DEVELOPMENT CORP.

(the "Grantor")

AND:

SUNSHINE COAST REGIONAL DISTRICT

(the "Regional District")

COVENA

H

Z

24th FLOOR THREE BENTALL CENTRE 595 BURRARD STREET P.O. BOX 49059 VANCOUVER, CANADA V7X 1C4 (804) 689-5263

MACKENZIE MURDY RARRIETERR * ROLLGITORR

OUR FILE NO: 577

RCVD: 1988-03-18 RQST: 2018-01-18

GB026167



INFORMATION

☐ FILE	
☐ NOT AVAILABLE AT TIME OF FILMING.	
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☐ THE FOLLOWING DOCUMENT IS OF POOR QUALITY, ALSO RETAINED IN HARD COPY, REFER TO:	



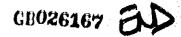
PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

RCVD: 1988-03-18 RQST: 2018-01-18

LAND TITLE ACT

Form 6 (Section 46)



PROOF OF EXECUTION BY CORPORATION

I CER	TIFY	that	on	the	
21	6.	125	· ~	11	Ċ

, 19 87 , in British Columbia,

who is) personally known to me, appeared before me and acknowledged to me that he she is the authorized

signatory of

CROWN POINT DEVELOPMENT

and that be/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,

GIBSONS, BC.

this

•Where the person making the acknowledgment is personally known to the officer taking it, ATRICELLE IT †These words in brackets may be added, if the applicant wishes the registrar to exercise his discretizer utility (2005) not to call british Columbia 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.

Status: Registered

Doc #: GB46193

RCVD: 1988-05-03 RQST: 2018-01-18

GB 46193

APPLICATION

Nature of Charge: Covenant pursuant

to Section 215 (1)

Herewith fee of:

Nominal

WILLIAM F. SPOHN Barrister & Solicitor 1110 - 100 Park Royal West Vancouver, B.C.

V7T 1A2 926-8681

THIS INDENTURE made the 25 day of April, 1988.

BETWEEN:

CROWN POINT DEVELOPMENT CORP. (Incorporation No. 225787) 605 Clyde Avenue West Vancouver, B.C.

U5/U3/88 A4747h CHG NUM 35.

(hereinafter called the "Grantor")

AND:

HER MAJESTY THE QUEEN, in the Right of the Province of British Columbia, as represented by the Minister of Transportation and Highways P.O. Box 740 Gibsons, B.C. VON 3A0

WHEREAS the Grantor owns and desires to subdivide the South one-half of District Lot 907, except Plan 21702, in the Vancouver Assessment District, British Columbia, (the "Lands") in accordance

> FORM 1 (Section 36) MEMORANDUM OF REGISTRATION Registered on application received on the day and time written bereon N. D. JACQUES, Registrar of the Vanctoiver Land Title Office

L.T.A.

True Value:

V7T 1C7

(hereinafter called the "Grantee")

- 2 -

with a plan of subdivision certified as completed by L.W. Penonzek, B.C.L.S. on the 14th day of March, 1988, a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Grantee, as a condition of granting its approval to the subdivision, has requested the Grantor to enter into the covenant hereinafter contained, pursuant to Section 215 (1) of the Land Title Act.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) of lawful money of Canada paid by the Grantee to the Grantor (receipt whereof is hereby acknowledged) the Grantor does hereby covenant and agree with the Grantee that:

- 1. The Grantor shall not build, construct, or place any buildings, improvements or other structure, nor remove any vegetation whatsoever within the area of the Lands outlined in heavy black line on the explanatory plan certified correct by L.W. Penonzek, B.C.L.S., on the 8th day of April, 1988, a copy of which is attached hereto as Schedule "B".
- 2. The Grantor shall not build, construct or place any septic tile disposal fields, rock pits, roof drainage infiltration tiling or other means of discharging water into the soil nor any pools or

GB046193

- 3 --

large water retention devices within the area of the Lands outlined in heavy black line on the explanatory plan certified correct by L.W. Penonzek, B.C.L.S., on the 8th day of April, 1988, a copy of which is attached hereto as Schedule "B". The Grantor shall not permit or direct the concentrated flow of surface water directly on the slopes or within the area of the Lands as referred to and as designated herein.

AND IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the words "Grantor" and "Grantee" wherever used in this Agreement, shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Grantor has signed and delivered these presents the day and year first above written.

The Common Seal of CROWN POINT DEVELOPMENT CORP. was hereunto affixed in the presence of:

Authorized/Signatory

al'a

This is the instrument creating the condition or Covenant entered into under Section 215 of the Land Title Act by the registered owners referred to herein and shown on the print of the plan annexed hereto and initial led by me

APPROVING OFFICER

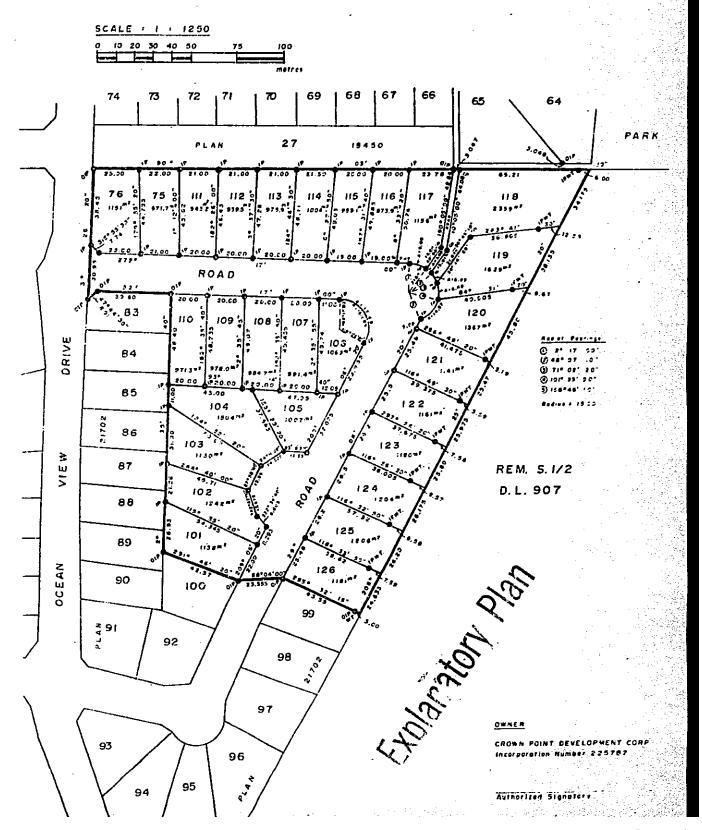
and the first of the state of t

Ministry of Transportation and Highways

Status: Registered

Acheaule

SUBDIVISION PLAN OF PART OF THE SOUTH HALF OF D.L. 907, Except PLAN 21702, GROUP I, N.W.D.



1.10 日 1.10 日 1.10 月日 1.10 地麗葉

RCVD: 1988-05-03 RQST: 2018-01-18

LAND TITLE ACT Form 6 (Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 25th day of April, 1988, at West Vancouver, in British Columbia, SHIRLEY ELIZABETH McINTYRE who is personally known to me, appeared before me and acknowledged to me that she is the authorized signatory of CROWN POINT DEVELOPMENT CORP. and that she is the person who subscribed her name and affixed the seal of the corporation to the instrument, that she was authorized to subscribe 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 West Vancouver, British Columbia, this 3rd day of May, 1988.

WILLIAM F. SPOHN

Barrister and Solicitor 1110 - 100 Park Royal

West Vancouver, B.C., V7T 1A2

GB 46193

INFORMATION

☐ FILE	DOCUMENT	☐ PAGE	
П			

- ☐ NOT AVAILABLE AT TIME OF FILMING.
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 ALSO RETAINED IN HARD COPY, REFER TO: ______



PROVINCE OF B.C

DO NOT PHOTOCOPY/USE BLACK PEN.

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Doc #: GB46193

RCVD: 1988-05-03 RQST: 2018-01-18

788 MAY 3 12:47

NO NUMBER EN1006.56 # 20.00

VANCOUVER, B.C.

LAND TITLE ACT FORM 11 (a) (Section 99 (1) (e), (j) and (k))

GB 46193

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, [full name, address and occupation] William 7. Spoken, Barrister & Solicitor,
a registered charge (or agent of [full name, address and occupation] Crown Point Development Corp., # 225787; 605 Clyde Hoe, What Van Conver. the owner of a
Parts of lets 118-126 inclusive, 51/2 DC907
Parts of lots 118-126 inclusive, 51/2 DL 907 PLAN 21744 and part of 51/2 DL 907 gr 1 Wa presuent to SEC 215 L.T.A.
Tenclose: Explanatory Plan 19085
I enclose: 1. The reference/explanatory plan. 2. The reproductions of the plan required by section 67 (u). 3. Fees of \$
Dated the 3 day of Nay 1988
Mallen Signature FR-75,
Signature PR13
Signature
NOTE: (i) The following reproductions of the plan must accompany this application: (a) one blue linen original (alternatively, white linen or original transparencies). (b) one duplicate transparency. (c) one whiteprint is required as a worksheet for the land title office. (ii) The following further requirements may be necessary: (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (1) (a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 93/75) under the Agricultural Land Commission Act. (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement: "The eligible residence as defined by the Home Purchase Assistance Act is located on lot minimum created by this plan.
B.C.L.S. or solicitor for the owners (c) Controlled access approval must be evident on the plan where parent property adjoins a
highway that is designated as a controlled access highway. (d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.
0 1 TA FOREILLA