

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Aug-31-2015 10:26:14.001

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.

Stephen Bosdet
3PB9AH

Digitally signed by Stephen Bosdet
3PB9AH
DN: c=CA, cn=Stephen Bosdet
3PB9AH, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3PB9AH
Date: 2015.08.28 16:51:32 -0700

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

GILLESPIE & COMPANY LLP

Lawyers

200 - 121 St. Paul Street

Kamloops

BC V2C 3K8

Juniper West/Qu'Appelle North_Myra

SPD*cms - 10 0273 095

Wildfire/Wildland Interface

Document Fees: \$78.10

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 of the Land Title Act

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):

JUNIPER WEST DEVELOPMENTS LTD. (INC. NO. BC0272682)

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

CITY OF KAMLOOPS

7 VICTORIA STREET WEST

KAMLOOPS

BRITISH COLUMBIA

V2C 1A2

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)

Execution Date

Transferor(s) Signature(s)

Stephen C. Bosdet

Barrister & Solicitor

200 - 121 St. Paul Street

Kamloops, BC V2C 3K8

Y	M	D
15	08	27

JUNIPER WEST DEVELOPMENTS LTD. by its authorized signatory:

Doug MacKenzie

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)

Y	M	D
15	08	27

This is an instrument required by the Approving Officer for Subdivision Plan EPP53134 creating the condition or covenant entered into under s. 219 of the Land Title Act.

Rod Martin, Approving Officer

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 E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**014-188-546 THE SE ¼ OF SEC 3 TP 20 RGE 17 W6M KDYD EXCEPT PLANS B5102, 23208
AND EPP42057**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-491-801 BLOCK E SEC 3 TP 20 RGE 17 W6M KDYD

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

**PART 2 - EXPRESS CHARGE TERMS
WILDLAND INTERFACE COVENANT**

WHEREAS:

A. the Transferor is the registered owner of an estate in fee simple of certain lands and premises located within the City of Kamloops, Province of British Columbia and more particularly described as:

PID: 014-188-546

THE SE ¼ OF SEC 3 TP 20 RGE 17 W6M KDYD except PLANS B5102, 23208 and EPP42057

- and -

PID: 029-491-801

BLOCK E SEC 3 TP 20 RGE 17 W6M KDYD

(hereafter collectively called the "Lands");

B. the consent of the City of Kamloops and the Approving Officer for the City of Kamloops is first required with respect to the Transferor's proposed subdivision of the Lands, and as a condition of such consent, they require a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the *Land Title Act*, Chapter 250, R.S.B.C., 1996 which covenant is for the purpose of preventing any use of the Lands unless certain conditions have been complied with and to ensure potential purchasers are made aware of urban/wildland interface issues and the ongoing role that property owners must assume to protect their housing investment;

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor, and receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree to use the Lands only in accordance with the following restrictions:

1. The Lands shall not be built upon unless:
 - a) All roofing materials and installation requirements meet the Class "B" fire rating requirements contained within the current B.C. Building Code;
 - b) Fuel-reduced buffers around individual homes from the house to the property boundary, or 10 m in distance, whichever is the lesser, are maintained. In this respect, fuel-reduced shall mean the area may contain natural tree cover in locations approved by the City of Kamloops, but the owner must landscape and maintain the area with the intent of eliminating the accumulation of combustible debris; and
 - c) All eaves, attics, decks and openings under floors are screened to prevent the accumulation of flammable material.
 - d) All wood burning appliances are to be installed with approved spark arresters.

The Covenantor shall register this covenant as a charge on the property in priority to all financial charges, and proof of its registration must be provided to the City.

The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee 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 covenant or agreement on the part of the Transferor 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, 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 caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, 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 Transferee as if this agreement had not been made by the parties.

The Transferor 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 the Lands or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act*.

Whenever 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.

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.

Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

The Transferor 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.

The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise ensure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

This is the instrument creating the condition or covenant entered into under Section 219 of the *Land Title Act* by the Transferor.

IN WITNESS WHEREOF the parties acknowledge that this Agreement
has been duly executed and delivered by the parties executing
Part 1 of Forms C and D attached hereto.

END OF DOCUMENT