

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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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.

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

Deduct LTSA Fees? Yes

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

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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):

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

7. ADDITIONAL OR MODIFIED TERMS:

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)

Y	M	D

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

PAGE _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

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]

STC? YES

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

STC? YES

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

STC? YES

PART 2 - EXPRESS CHARGE TERMS

RESTRICTIVE COVENANT - DRIVEWAY and ACCESS RESTRICTIONS

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:

No PID Nmbr

Lot 13 Sec 34 Tp 19 Rge 17 W6M KDYD Plan EPP66589

No PID Nmbr

Lot 14 Sec 34 Tp 19 Rge 17 W6M KDYD Plan EPP66589

(collectively hereinafter called the "Lands" or, as the case may be, individually as "Lot 13" or "Lot 14");

B. the consent of 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, the City requires 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.

NOW THEREFORE WITNESSES that for and in consideration of the sum of One (\$1.00) Dollar now paid by the Transferee to the Transferor, and the receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree as follows:

Lot 13

1. that no driveway and/or driveway access may be constructed on the Lands that does not comply with the following restrictions:
 - a. access to and from Lot 13 shall be by way of Galore Crescent only;
 - b. the location of the driveway and driveway access to and from Lot 13 shall be restricted to be no closer than 5.0 meters from the property line of Lot 13 adjoining Qu'Appelle Blvd now or in the future once Qu'Appelle Blvd is extended and intersects with Galore Crescent.

Lot 14

2. that no driveway and/or driveway access may be constructed on the Lands that does not comply with the following restrictions:
 - a. access to and from Lot 14 shall be by way of Galore Crescent only;
 - b. the location of the driveway and driveway access on Lot 14 is not permitted within 19 meters of the westerly corner of Lot 14 fronting on Galore Crescent to accommodate a future bus stop fronting Lot 14 on the Galore Crescent frontage.

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 insure 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