

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Oct-31-2013 13:47:09.003

CA3434277 CA3434278

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 9 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

James Wayne
Rowe MMJPLS

Digitally signed by James Wayne Rowe MMJPLS
DN: c=CA, cn=James Wayne Rowe MMJPLS, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=MMJPLS
Date: 2013.10.31 13:37:27 -0700'

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

J. WAYNE ROWE LAW OFFICE

Post Office Box 1880

Gibsons, B.C., V0N 1V0

Tel: (604)886-2029/fr

Document Fees: \$147.00

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

Priority Agreement

Page 8, Paragraph 14

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):

EVERBRITE VENTURES LTD., INC. NO. BC0848989

VERSATILE MORTGAGE CORP. INC. NO. BC0527692 AS TO PRIORITY AGREEMENT

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

DISTRICT OF SECHELT

POST OFFICE BOX 129

SECHELT

BRITISH COLUMBIA

V0N 3A0

CANADA

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)

J. WAYNE ROWE

Barrister & Solicitor

758 School Road, P.O. Box 1880

Gibsons, B.C., V0N 1V0

(604)886-2029

Execution Date

Y	M	D
13	08	13

Transferor(s) Signature(s)

EVERBRITE VENTURES LTD. by its authorized signatory(ies):

ROBERT UNGER

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)

VICTOR MEMA

Commissioner for Taking Affidavits in BC

P.O. Box 129
Sechelt, B.C. V0N 3A0
Telephone: (604)885-1986
as to both signatures

Y	M	D
13	10	18

DISTRICT OF SECHELT by its
authorized signatory(ies):

JOHN R. HENDERSON, Mayor

MARGI NICHOLAS, Corporate Officer

Matthew Alexander MacCallum

Commissioner for Taking Affidavits in BC

6345 - 197 Street
Langley, B.C. V2Y 1K8

13	08	28
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VERSATILE MORTGAGE CORP. by its
authorized signatory(ies):

GORDON WINTRUP

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]

NO PID NMBR LOT A DISTRICT LOT 4296 PLAN EPP33023

STC? YES

[Related Plan Number]

EPP33023

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

NO PID NMBR LOT B, DISTRICT LOT 4296 PLAN EPP33023

STC? YES

[Related Plan Number]

EPP33023

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

STC? YES

TERMS OF INSTRUMENT

THIS AGREEMENT made the _____ day of _____, 2013

BETWEEN:

EVERBRITE VENTURES INC., Inc. No. BC0848989
Post Office Box 1242
Sechelt, B.C.
V0N 3A0
(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

DISTRICT OF SEHELDT
Post Office Box 129
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 District of Sechelt, Province of British Columbia, more particularly known and described as:

Parcel Identifier:
Lot A, District Lot 4296, Plan EPP33023

(hereinafter called "Lot A")

Parcel Identifier:
Lot B, District Lot 4296, Plan EPP33023

(hereinafter called "Lot B");

(hereinafter collectively 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. The Covenantor agrees that no rezoning or further subdivision of the Lands will be approved unless the following matters are completed to the satisfaction of the District of Sechelt:

- (a) Construct Baillie Road from the west property line of Lot A to Derby Road to Local Road standard (8m wide paved road) including curb and gutter (rollover both sides), streetlight and sidewalk extension on the north side of Baillie as shown on the attached aerial map. These works need to be consistent with the Derby Road upgrade including the Derby/Baillie intersection. (The Derby Road Phase 1 upgrade, Baillie to Granite, will be implemented as part of the Phase 1 development of the Silverstone Upland project). The developer's engineer must obtain the Derby/Baillie intersection drawings from the District. The extension works beyond the frontage of the property may be eligible for Latecomer Charges at the discretion of the Approving Officer.
- (b) Provide a storm water management plan for the development to include all of the properties and offsite facilities affected by the improvement works. The storm water management plan shall extend from Baillie Road to Norwest Bay Road. A detailed drainage study is required to determine the post construction impact on the existing system and upgrade if necessary.

- (c) A dry sanitary sewer line must be constructed from the manhole located at the west property line of Lot A to the Baillie/Derby intersection. The section of this line that extends beyond the frontage of the property may be eligible for Latecomer Charges.
- (d) A storm sewer must be constructed along Baillie Road from the west property line of Lot A to the Derby/Baillie Road intersection (final starting point will be defined during the design review stage). Any excess works may be eligible for Latecomer Charges.
- (e) Provide streetlight on Baillie Road as required. All street lighting design documents sealed by a Professional Electrical Engineer are required along with illumination calculations to confirm compliance with current Bylaw 430 lighting standards.
- (f) All BC Hydro and telephone works within the subdivision area shall be underground distribution and service as well all existing overhead hydro/Telus/cable distribution fronting the development area must also be underground.

2. 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.

3. 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,

covenantor 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.

4. Subject to the provision of Section 219 of the Land Title Act the Covenantor's covenants contained in this Agreement 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.

5. 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.

6. 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.

7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 (5) of the Land Title Act.

8. 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.

9. 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.

10. 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 has never been included in this Agreement.

11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.

12. 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 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.

13. The Covenantee agrees to release this Covenant upon fulfillment by the Covenantor of the conditions set out in paragraph 1 and 2 of this Covenant.

14. Versatile Mortgage Corp., the registered holder of a charge by way of a Mortgage and Assignment of Rents against the within described property which said charge is registered in the Land Title Office in Vancouver, British Columbia, under number CA2706032 and CA2706033 and, for and in consideration of the sum of One Dollar (\$1.00) paid by the Covenantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Covenantee, its successors and assigns, that the within Section 219 Covenant shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

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.

DISTRICT OF SECHLT
Page 6 of 6

BAILLIE ROAD UPGRADE



1:500

