

LAND TITLE ACT

FORM C

(Section 233)333

Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

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

Applicant's Solicitor

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

(PID)

(LEGAL DESCRIPTION)

See Schedule

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Section 219 Covenant

Entire Instrument

Transferee

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

(c) Release

—

There is no Part 2 of this Instrument.

A selection of (a) include 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 discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

SATWIDNER SINGH BISLA AND JAGIR KAUR BISLA, PO Box 1368, Squamish BC V0N 3G0

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

DISTRICT OF SQUAMISH, Box 310, 37955 – 2nd Avenue, Squamish, B.C. V8B 0A3

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT-PART 1

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

Execution Date

Transferor Signature

Y M D

2008 ____

by its authorized signatory(ies):
SATWIDNER SINGH BISLA
AND JAGIR KAUR BISLA

Name:

Name:

(as to both signatures)

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

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

Execution Date

Transferee Signature

Y M D

DISTRICT OF SQUAMISH by its authorized signatory(ies):

Name of Officer

2007 _____

Mayor:

Corporate Officer:

(as to both signatures)

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**Land Title Act
Form E**

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. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

010-311-131

010-311-114

(LEGAL DESCRIPTION)

Lot 4 Block 22 District Lot 759 Plan 7828

Lot 3 Block 22 District Lot 759 Plan 7828

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TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference _____, 2007 is

BETWEEN:

SATWIDNER SINGH BISLA AND JAGIR KAUR BISLA

(the “Owners”)

AND:

DISTRICT OF SQUAMISH, Box 310, 37955 – 2nd Avenue,
Squamish, B.C. V0N 3G0

(the “District”)

GIVEN THAT:

- A. The Owners are the registered owners in fee simple of the land legally described in Part 1 Item 2 of the *Land Title Act* Form C to which this agreement is attached (the “Land”); and
- B. The Owners wish to grant to the District a covenant under section 219 of the *Land Title Act* restricting the development of the Land;

THIS AGREEMENT IS EVIDENCE THAT in consideration of the payment of \$1.00 from the District to the Owners and other good and valuable consideration (the receipt and sufficiency of which the Owners acknowledge), the Owners covenant under s.219 of the *Land Title Act* and agree with the District as follows:

1. **Land Use Restrictions** – No buildings or structures shall be constructed, installed or placed on the Land, and the Land shall not be subdivided by any means whatsoever (including by deposit a subdivision plan, reference or explanatory plan, leasehold subdivision plan or bare land strata plan under the *Strata Property Act*), until and unless:
 - (a) the Owners have entered into a servicing agreement with the District, in a form determined by the District’s Director of Community Development, (the “Servicing Agreement”) pursuant to which the Owners will, at their expense, design, construct and install for the District the works and services generally

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described in Schedule A (the "Services") to the standards set out generally in Schedule A and the applicable standards under the District's Subdivision and Development Control Bylaw No. 1767, or as authorized by Development Variance Permit; and

- (b) either:
- (i) the Owners have completed the design, construction and installation of the Services in accordance with the Servicing Agreement and the Director of Community Development has confirmed in writing that he or she is satisfied that the Services are complete in accordance with the Servicing Agreement; or
 - (ii) the Owners have provided financial security to the District to ensure the completion of the Services in accordance with the Servicing Agreement and to otherwise ensure the performance of the Owners' obligations under the Servicing Agreement, which financial security will be in a form and an amount satisfactory to the Director of Engineering.

2. **Latecomers** – The Owners acknowledge and agree that:

- (a) the provision by Owners of the Services as contemplated under this agreement is a significant consideration for council of the District in giving its deciding to the amend the zoning of the Land to enable the Owners to develop the Land; and
- (b) if council adopts the zoning amendment bylaw, the Owners will not be entitled to, and hereby waive any entitlement they may have to, latecomer payments pursuant to section 939 of the *Local Government Act*, except that the Owners will be entitled to latecomers payments in accordance with section 939 with respect to the following Services as identified in Schedule A and Schedule B.

3. **Specific Relief** – The Owners agree with the District that because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this agreement.

4. **Inspection** – The District may, by its officers, employees, contractors and agents, enter upon the Land and all buildings thereon at all reasonable times for the purpose of ascertaining compliance with this agreement.

5. **No Effect on Powers** – This agreement does not:

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- (a) affect or limit the discretion, rights or powers of the District under any enactment (as defined in the *Interpretation Act* (British Columbia)), or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Land.
6. **Runs With Land** – Every obligation and covenant of the Owners in this agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land. This agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided or consolidated by any means.
 7. **No Public Law Duty** – Where the District is required or permitted by this agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owners agree that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
 8. **No Obligation To Enforce** – The rights given to the District under this agreement are permissive only and nothing in this agreement imposes any legal duty of any kind on the District to any one, or obliges the District to enforce this agreement, to perform any act or to incur any expense in respect of this agreement.
 9. **Waiver** – An alleged waiver of any breach of this agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this agreement does not operate as a waiver of any other breach or continuing breach of this agreement.
 10. **Priority** – The Owners will, at their expense, do or cause to be done all acts necessary to register this agreement against title to the Land with priority over all financial charges, liens and encumbrances registered, or pending registration, at the time of application for registration of this agreement against the title to the Land.
 11. **Time of Essence** – Time is of the essence of this agreement.
 12. **Further Assurances** – The Owners will do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this agreement.

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13. **Contract and Deed** – By executing and delivering this agreement the parties intend to create both a contract and a deed executed and delivered under seal.
14. **Severance** - If any part of this agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this agreement and the decision that it is invalid will not affect the validity of the remainder of this agreement.
15. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
16. **Enurement** – This agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
17. **Entire Agreement** – This agreement is the entire agreement between the parties regarding its subject.

As evidence of their agreement to be bound by the terms of this agreement, the parties have executed the *Land Title Act* Form C attached to and forming part of this agreement.

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Schedule A

Services

Waterworks

1. Approximately 96 lineal metres of the existing Asbestos Cement 100mm dia. water main pipe on Garibaldi Ave. is to be upgraded and replaced with a 150mm dia. size water main pipe including valves and any necessary appurtenances. Approximately 33 metres in length will be across the property frontage and 63 metres in length will be off-site frontage.
2. All existing water service connections located on the 100mm dia. water main are to be transferred to the new water main and replaced with new materials to the property line.
3. A new fire hydrant is to be installed in a suitable area between the property line of Lots 23 & 24 Garibaldi Ave.

Sanitary Sewer

1. Approximately 75 lineal metres of new 200mm dia. sanitary sewer main is to be installed on Garibaldi Ave. Approximately 33 metres across the property frontage and 42 metres will be off-site frontage.

Drainage

1. A drainage system is to be designed and constructed on Garibaldi Ave. across Lot A and Lot D frontage and extend by way of open ditch to an existing Municipal Drainage System.

END OF DOCUMENT

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