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LAND TITLE OFFICE  
NEW WESTMINSTER  
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LAND TITLE ACT  
FORM C  
Section 219.31

Province of  
British Columbia  
GENERAL DOCUMENT

2/2

(This area for Land Title Office use)

PAGE 1 of 6 pages

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

*T. at line*

M. N. Stonehouse  
NOTARY PUBLIC  
P.O. Box 3127  
Merritt, B.C. V0K 2B0  
Tel: 878-4266

*M. Stonehouse*

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

Block B, District Lot 2557, Gp 1,  
NWD

3. NATURE OF INTEREST: \*

Section 215  
Covenant

DOCUMENT REFERENCE  
(page and paragraph)

Page 2 - 6  
Entire Document

18/31/90 B2... CHG NOM 50.00  
REGISTERED TO TRANSFEREE

**WITHDRAWN**

4. TRANSFEROR(S): \*

Barbara Alice Grossman

01/02/91 A4581h. CHG NOM 50.00

5. TRANSFEREE(S): (including occupations, part of addresses and part of cities) \*

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Crown Lands, 3400 Davidson Avenue,  
Victoria, British Columbia, V8V 1X5

FORM 1 (SEE...)  
MEMORANDUM OF REGISTRATION  
Registered on application received on  
the day and time written hereon.  
L. J. O'SHEA, Registrar of the  
Vancouver Land Title Office

6. EXECUTION(S): \*\* By signing this document you are affecting the land in the manner described in Item 3.

Officer Signature(s)

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
401 - 4500 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

*Virginia Wild*

Execution Date

Y	M	D
90	10	12

Party(ies) Signature(s)

*Richard H. Roberts*  
Richard H. Roberts  
Duly Authorized Representative  
of Her Majesty the Queen in  
Right of the Province of  
British Columbia

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.

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LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Borrower/Party  
Signature(s)



M. N. Stonehouse  
NOTARY PUBLIC  
P.O. Box 3127  
Merritt, B.C. V0K 2B0  
Tel. 378-4266

Y	M	D
98	29	18

Barbara Alice Grossman  
Barbara Alice Grossman  
Barbara Alice Grossman

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.

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File: 0287756

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SECTION 215 COVENANT

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THIS AGREEMENT made the 29 day of October, 1990.

BETWEEN: Barbara Alice Grossman, Registered Massage Therapist  
Box 2909, Merritt, British Columbia, V0K 2B0

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the Minister of  
Crown Lands, Parliament Buildings, Victoria, British  
Columbia V8V 1X4

(hereinafter called the "Grantee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Land, as hereinafter defined;
- B. The Land does not comply with current health standards for, inter alia, the conventional on-site disposal of sewage due to an insufficient area of suitable soil, insufficient depth of porous soil above bedrock, hardpan, or water table, or the slope of the Land being too steep;
- C. The Grantee has requested and the Grantor has agreed to restrict the development of the Land in the manner specified herein.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 In this agreement:

"Land" means Block B, District Lot 2557, Group 1, New Westminster District.

ARTICLE II GRANTOR'S COVENANTS

2.01 The Grantor covenants and agrees with the Grantee that the Grantor will not:

- (a) construct or place any habitable building or mobile home on the Land; or
- (b) modify or add to any existing habitable building or mobile home if the said modification or addition will result in an increase in the total number of square feet of floor area;

unless

- (c) the habitable building or mobile home to be constructed or placed on the Land or, in the case of any modification or addition, the existing habitable building or mobile home complies with all then existing health standards, including, inter alia, those set out in the Health Act, R.S.B.C. 1979, c.161 and the Sewage Disposal Regulations 411/85; and
- (d) the written approval of the appropriate Medical Health Officer or Public Health Inspector to any construction, placement, modification or addition is first obtained.

2.02 The Grantor further covenants and agrees with the Grantee that the Grantor will not:

- (a) install, alter, or repair an on-site sewage disposal system;

unless

- (b) the written approval of the appropriate Medical Health Officer or Public Health Inspector to any installation, alteration, or repair is first obtained.

2.03 The Grantor further covenants and agrees with the Grantee to indemnify and save the Grantee harmless from all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

ARTICLE III MISCELLANEOUS

- 3.01 Upon the recommendation of a Medical Health Officer, the Grantee will entertain applications by the Grantor to discharge this Agreement on such terms and conditions as the Grantee may determine.
- 3.02 Nothing contained in Section 3.01 shall in any way obligate the Grantee to discharge this Agreement.
- 3.03 No term, condition, covenant or other provision herein shall be considered to have been waived by the Grantee unless such waiver is expressed in writing by the Grantee and the waiver by the Grantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.
- 3.04 The terms and provisions of the Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 3.05 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 3.06 This Agreement shall be interpreted according to the laws of the Province of British Columbia.
- 3.07 Where there is a reference to an enactment of the Province of British Columbia in the 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.
- 3.08 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 3.09 This Agreement and all the covenants and agreements herein shall be registered as a charge against the Land pursuant to Section 215 of the Land Title Act

141 END

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IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SIGNED, by the Grantor in the presence of:

M. N. Stonehouse  
Name M. N. Stonehouse  
NOTARY PUBLIC  
Address P.O. Box 3127  
Merrill, B.C. V0K 2B0  
Tel. 378-4286

Barbara Alice Grossman  
Barbara Alice Grossman  
Barbara Alice Grossman

SIGNED by the Minister of Crown Lands or his duly authorized representative on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA in the presence of:

Virginia Wild  
VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
- 401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

Richard H. Roberts  
Duly Authorized Signatory  
RICHARD ROBERTS

END OF DOCUMENT