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 RECEIVED
 LAND TITLE OFFICE
 VANCOUVER
 CHARGE
 FILE

GE014677 File # 0171017

LAND TITLE ACT
 FORM C

Section 215.1)

Province of
 British Columbia

GENERAL DOCUMENT

(This area for Land Title Office use)

PAGE 1 of 7 pages

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

Ministry of Crown Lands
 3400 Davidson Avenue
 Victoria B.C. V8V 1X5

Wawan Suggs 387-4461

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

NO PID NUMBER

BL A DL 2557 GP 1 NWD

02/28/91 A7364h CHG FREE .00

3. NATURE OF INTEREST:

DESCRIPTION

Document Reference
 (page and paragraph)

PERSON ENTITLED TO INTEREST

Section 215
 Covenant

Page 4
 Paragraph C

Transferee

4. TRANSFEROR(S):

KEN LINEHAM, Sales Manager, JAMES GRAY TURGEON, Consultant,
 DIEDRICH KLASSEN, B.C. Telephone Supervisor, CARRIE MARGARET KLASSEN,
 B.C. Telephone Marketing Representative, ~~as joint tenants~~
 c/o 6528 Wellington Place, West Vancouver, British Columbia, V7W 2J1

5. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

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

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

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Patricia Elizabeth Smith

Y	M	D
91	02	12

[Signature]

PATRICIA ELIZABETH SMITH
 EXAMINER

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

Duly Authorized Representative
 of Her Majesty the Queen in
 Right of the Province of British
 Columbia, as represented by the
 Minister of Crown Lands

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 execution of this instrument.

FORM 1 (SECTION 215)
 MEMORANDUM OF DECISION

Registered on application on
 the day and time written hereon
 L. J. O'SHEA, Registrar of the
 Vancouver Land Title Office

- * 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

PAGE ___ of ___ pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
<i>Lorraine Wait</i> LORRAINE WAIT NOTARY PUBLIC 310-5050 Kingway Burnaby, B.C. V5H 4C2	90	01	30	<i>Ken Lineham</i> Ken Lineham
AS TO ALL SIGNATURES	90	01	30	<i>James Gray</i> James Gray, Surgeon
	90	01	30	<i>Diedrich Klassen</i> Diedrich Klassen
	90	01	30	<i>Carrie Klassen</i> Carrie Klassen

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 execution of this instrument.

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RESTRICTIVE COVENANT AGREEMENT

**LAND TITLE ACT
FORM 17
(Sections 151, 152 (1), 220)**

APPLICATION

NATURE OF INTEREST: CHARGE
SECTION 215 COVENANT

PARCEL IDENTIFIER NO: _____

HEREWITH FEES OF \$: NIL

Full name, address, telephone number of persons presenting application:

(Signature of Solicitor)

THIS AGREEMENT made this 4th day of February, 1991.

BETWEEN: Ken Lineham, as to an undivided 1/3 interest,
James Gray Turgeon, as to an undivided 1/3 interest,
Diedrich Klassen and Carrie Margaret Klassen, as
Joint Tenants, as to an undivided 1/3 interest

(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

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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 [SEE LEGAL DESCRIPTION ON FIRST PAGE]

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

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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

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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.

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

SIGNED, SEALED AND DELIVERED
by KEN LINEMAN

in the presence of:

* Lorraine Wait
Name

LORRAINE WAIT
NOTARY PUBLIC
Address 310-5050 Kingsway
Burnaby, B.C. V5H 4C2

[Signature]
GRANTOR SIGNATURE

SIGNED, SEALED AND DELIVERED
by JAMES GRAY TURGEON

in the presence of:

* Lorraine Wait
Name

LORRAINE WAIT
NOTARY PUBLIC
Address 310-5050 Kingsway
Burnaby, B.C. V5H 4C2

[Signature]
GRANTOR SIGNATURE

SIGNED, SEALED AND DELIVERED
by DIEDRICH KLASSEN

in the presence of:

* Lorraine Wait
Name

LORRAINE WAIT
NOTARY PUBLIC
Address 310-5050 Kingsway
Burnaby, B.C. V5H 4C2

[Signature]
GRANTOR SIGNATURE

SIGNED, SEALED AND DELIVERED
by CARRIE KLASSEN

in the presence of:

* Lorraine Wait
Name

LORRAINE WAIT
NOTARY PUBLIC
Address 310-5050 Kingsway
Burnaby, B.C. V5H 4C2

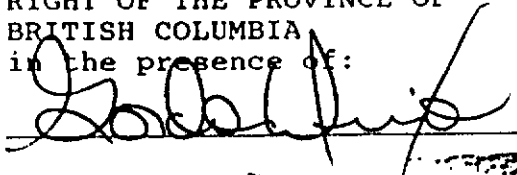
[Signature]
GRANTOR SIGNATURE

LNO

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SIGNED, SEALED AND DELIVERED)
 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:)



GORDON CAMERON DIXON
 EXAMINER
 A Commissioner for taking Affidavits in British Columbia
 #401-4603 Kingway
 Burnaby, B.C.
 V5H 4M4
 Telephone: 660-5500



DULY AUTHORIZED SIGNATORY

* Must be witnessed by a Notary Public in and for the Province of British Columbia or a Commissioner for Taking Affidavits for British Columbia.