

## KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA3050232LAND TITLE ACT  
FORM C (Section 233) CHARGE

Mar-27-2013 14:25:59.002

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 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.

Ronald Thomas  
John Solmer  
ZJXC4L

Digitally signed by Ronald Thomas  
John Solmer ZJXC4L  
DN: cn=CA, ou=Ronald Thomas John  
Solmer ZJXC4L, o=Lawyer, ou=Verily  
ID=www.juricert.com/LKJP.cfm?  
id=ZJXC4L  
Date: 2013.03.27 10:15:54 -07'00'

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

PUSHOR MITCHELL LLP, Lawyers

301 - 1665 Ellis Street

Phone: 250-762-2108

Client: 10332 Z09/20 939 Covenant

RTS 46640.8

Kelowna

BC V1Y 2B3

Document Fees: \$72.50

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

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):

GLEN EAGLES HOLDINGS LTD. (INC. NO. BC0753265)

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

DISTRICT OF WEST KELOWNA

2760 CAMERON ROAD

WEST KELOWNA

BRITISH COLUMBIA

V1Z 2T6

CANADA

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(s)

GEORD HOLLAND

Barrister &amp; Solicitor

301 - 1665 Ellis Street

Kelowna, BC V1Y 2B3

Execution Date		
Y	M	D
13	03	08

Transferor(s) Signature(s)

GLEN EAGLES HOLDINGS LTD.  
(Inc. No. BC0753265) by its  
authorized signatory:

Ron Solmer

## 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 2 of 10 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
DIANE VAYKOVICH

Commissioner for Taking Affidavits in BC

District of West Kelowna  
2760 Cameron Road  
West Kelowna, BC V1Z 2T6

Y

M

D

13

03

12

DISTRICT OF WEST KELOWNA by its  
authorized signatories:\_\_\_\_\_  
Doug Findlater, Mayor\_\_\_\_\_  
Tracey Batton, City Clerk**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**

PAGE 3 OF 10 PAGES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**003-308-553**

**LOT A DISTRICT LOT 3484 ODYD PLAN 32880 EXCEPT PLAN 37488**

STC?

YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**001-605-895**

**LOT 6 DISTRICT LOT 3484 PLAN 1436**

STC?

YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**001-605-925**

**LOT 6 DISTRICT LOT 3189 ODYD PLAN 1256**

STC?

YES ☐

**TERMS OF INSTRUMENT - PART 2**

**COVENANT**

(Section 219 *Land Title Act*)

BETWEEN:

GLEN EAGLES HOLDINGS LTD.  
316-650 Lexington Drive  
Kelowna, BC V1W 3B6

(hereinafter called the "Owner")

AND:

DISTRICT OF WEST KELOWNA  
2760 Cameron Road  
West Kelowna, BC V1Z 2T6

(hereinafter called the "District")

WHEREAS:

A. The Owner is the registered owner of the lands in the District of West Kelowna known and legally described as:

PID: 003-308-553 - 3640 MCIVER ROAD  
LOT A, PLAN 32880, DL 3484, EXCEPT PLAN 37488, ODYD; and

PID: 001-605-895 - 3625 GATES ROAD  
LOT 6, PLAN 1436, DL 3484, ODYD; and

PID: 001-605-925 - 3575 GATES ROAD  
LOT 6, PLAN 1256, DL 3189, ODYD

(hereinafter called the "Lands").

B. The Owner has applied to the District's Council to rezone the Lands to permit subdivision and residential use of the Lands;

C. The Council of the District has passed a resolution pursuant to s. 939(2) of the *Local Government Act* requiring the Owner, as a condition of subdividing or developing the Lands, to construct the Gates Road Works and the McIver Road Works as more particularly

described in this Agreement, and the Owner acknowledges that the need for the works is occasioned by the Owner's proposed development of the Lands ;

- D. Section 219 of the *Land Title Act* enables the granting to the District and the registration in the Land Title Office of a covenant that land will not be subdivided or built upon or used, or will not be subdivided or built upon or used except in accordance with the covenant, notwithstanding that the covenant is not annexed to land owned by the District.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Owner by the District (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The Owner shall not subdivide the Lands by subdivision plan, strata plan or otherwise, except for the park dedication plan assigned number EPP16807 required as a condition of zoning, or construct any building or structure of whatsoever nature on the Lands with the exception of one residential dwelling and related accessory building per legal parcel comprising the Lands on the date of deposit of this Agreement in the Land Title Office.
2. The Owner acknowledges that the District may, despite any bylaw of the District, withhold any development or building permit that would authorize the subdivision of the Lands or construction of any building or structure on the Lands, and the approving officer of the District may refuse to approve any subdivision of the land, if the subdivision or construction would contravene this Agreement.
3. The District shall execute and deliver to the Owner a registrable discharge of this Agreement if the Owner has either:
  - (a) constructed on Gates Road the off-site works as described in Drawing No. 101 entitled "Glen Eagles Limited Partnership Gates Road Offsite Works (Zoning) Plan and Profile" prepared by Aplin & Martin Consultants Ltd. dated December 2011 and stamped approved by the District of West Kelowna Development Services on August 23, 2012 (the "Gates Road Works") and constructed on McIver Road the off-site works as described in Drawing No. 103 entitled "Glen Eagles Limited Partnership McIver Road Offsite Works (Zoning) Plan and Profile" prepared by Aplin & Martin Consultants Ltd. dated December 2011 and stamped approved by the District of West Kelowna Development Services on August 23, 2012 (the "McIver Road Works"), or constructed in accordance with generally accepted civil engineering practice such other works as the District may approve in lieu of the works described in those drawings (reduced copies of Drawings 101 and 103 are attached to and form part of this Agreement as Schedule "A"); or

- (b) entered into an agreement with the District to construct the Gates Road Works and the McIver Road Works by a date specified in the agreement, and provided security to the District in respect of its obligations under that agreement in an amount estimated in writing by a professional engineer as the cost of constructing the works plus a contingency of 25%, and the parties agree that such agreement may be combined with an agreement under s. 940 of the *Local Government Act* obliging the Owner to construct other works required by the District's bylaws of general application.
- 4. The Owner acknowledges that:
  - (a) without limiting Section 11 of this Agreement, the Gates Road Works and the McIver Road Works are necessary to accommodate the Owner's proposed development of the Lands, and the Owner may be required by District bylaws of general application to construct additional works and services at the Owner's cost as a condition of subdivision or development of the Lands; and
  - (b) at the time of subdivision and development of the Lands the Owner will be eligible to enter into a latecomer agreement with the District under s. 939 of the *Local Government Act* in respect of the Gates Road Works and the McIver Road Works, and nothing in this Agreement shall be construed as limiting the exercise of the District's discretion as to the matters set out in Section 939(5).
- 5. The Owner releases the District and shall indemnify and save harmless the District and its councillors, officers and employees from any claim of any nature by the Owner or any other person, that may be made against the District or its councillors, officers or employees in connection with the breach by the Owner of the covenants in this Agreement.
- 6. The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 7. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

8. The rights given to the District and its approving officer by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District or its approving officer to anyone, or obliges the District or its approving officer to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, except that nothing in this section shall affect the contractual rights and obligations of the parties hereto under this Agreement.
9. This Agreement shall restrict subdivision and development of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
10. 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 Owner agrees 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.
11. This Agreement does not
  - (a) affect or limit the discretion, rights or powers of the District or its approving officer under any enactment (as defined in the *Interpretation Act* on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands;
  - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
  - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands,and the Owner covenants and agrees to comply with all such enactments with respect to the Lands.
12. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Owner's cost, to burden and charge any land consolidated with the Lands.
13. 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 of this Agreement.

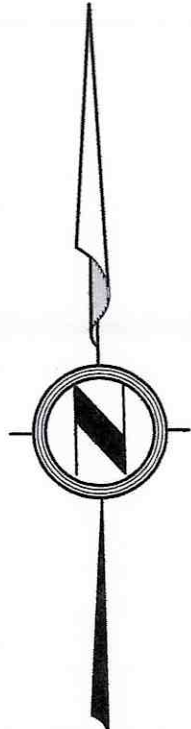
14. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
15. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
16. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
17. Time is of the essence of this Agreement.
18. This Covenant is not intended to create a partnership, joint venture, or agency between the Owner and the District.
19. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D, which are attached to and form part of this Agreement.









ROAD STRUCTURE:

- 40mm ASPHALT - SURFACE COURSE
  - 40mm ASPHALT - BASE COURSE
  - GRANULAR BASE COMPACTED TO 95% MODIFIED PROCTOR DENSITY \*
  - GRANULAR SUBBASE COMPACTED TO 95% MODIFIED PROCTOR DENSITY \*
  - SUBGRADE - IMPORTED GRANULAR BACKFILL COMPACTED TO 95% MODIFIED PROCTOR DENSITY
  - TOPSOIL & SEEDING AND STREET TREES TO BE CONFIRMED BY LANDSCAPE ARCHITECT
  - CONCRETE SIDEWALK
- \* THICKNESS WILL BE CONFIRMED BY GEOTECHNICAL ENGINEER.

ROADWORKS LEGEND:

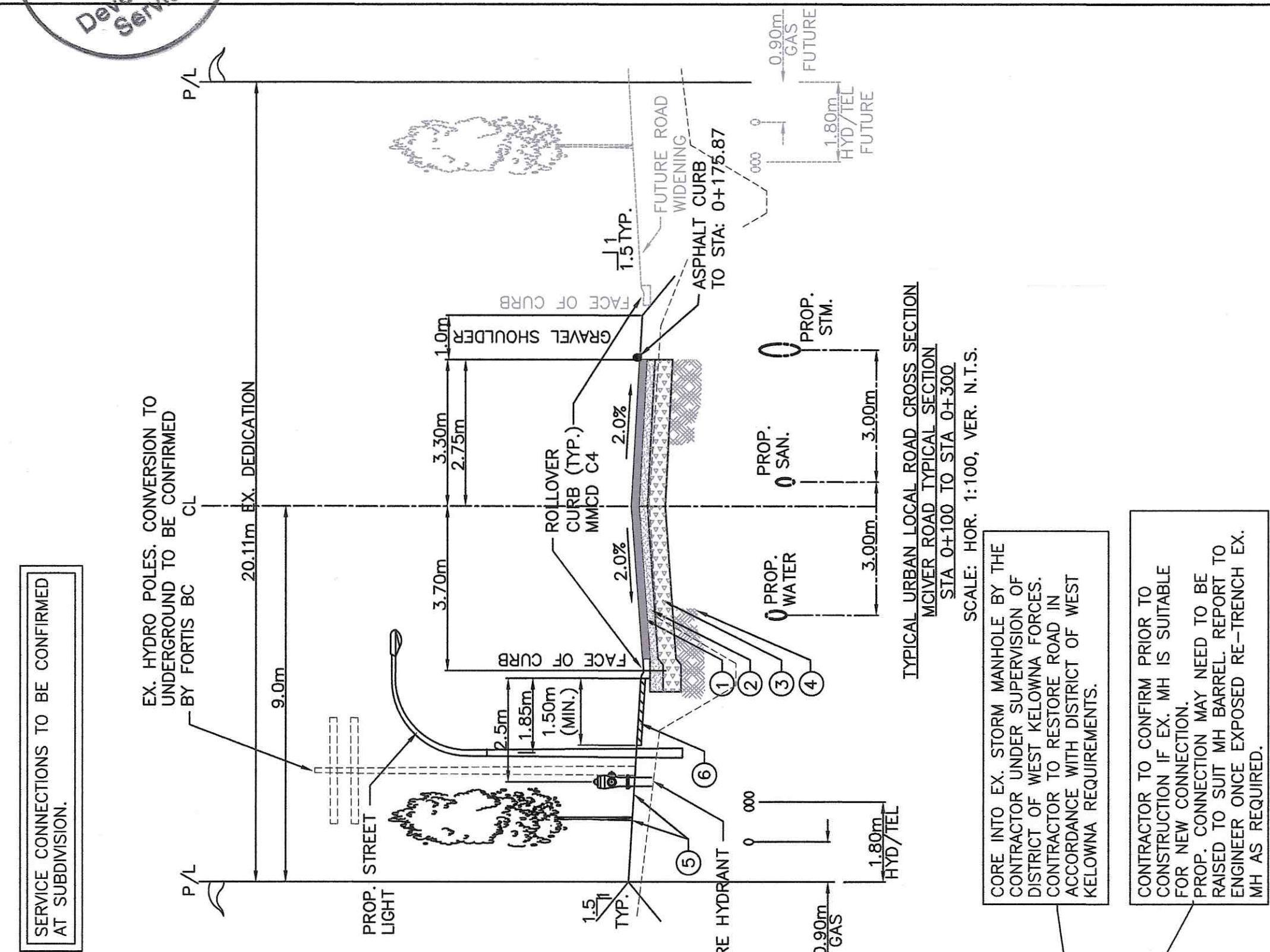
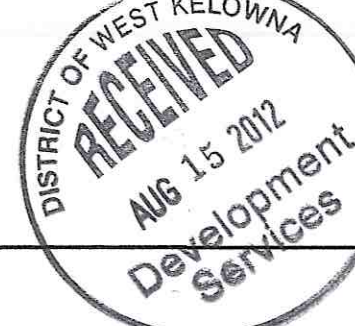
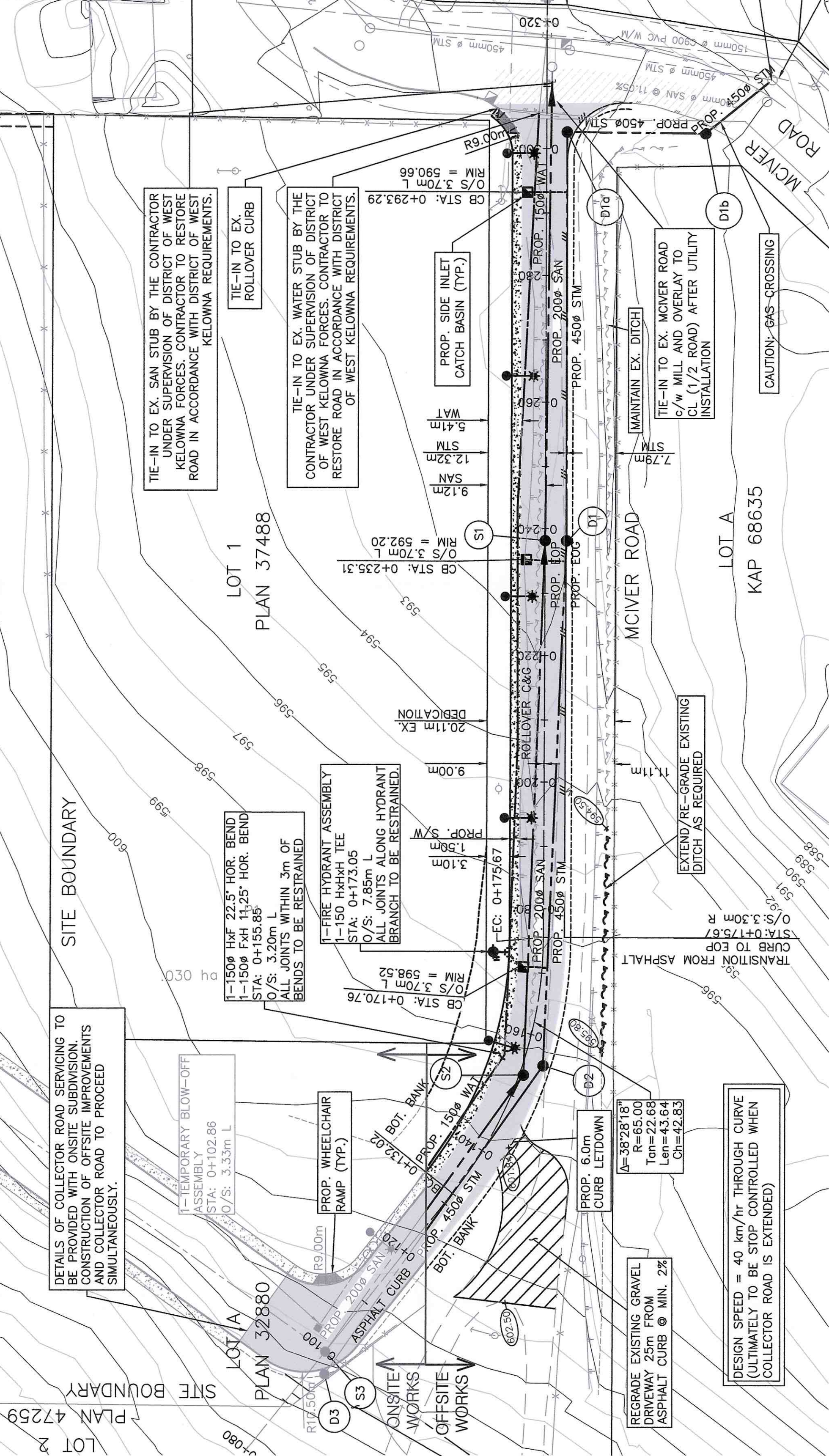
- ROAD WIDENING
- 40mm MILL AND OVERLAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT SIDEWALK
- FUTURE SIDEWALK
- MEET EX. ELEVATION
- PROPOSED ELEVATION
- EXISTING ELEVATION

+ 807.51

DETAILS OF COLLECTOR ROAD SERVING TO BE PROVIDED WITH ONSITE SUBDIVISION. CONSTRUCTION OF OFFSITE IMPROVEMENTS AND COLLECTOR ROAD TO PROCEED SIMULTANEOUSLY.

LOT 2  
PLAN 47259  
SITE BOUNDARY

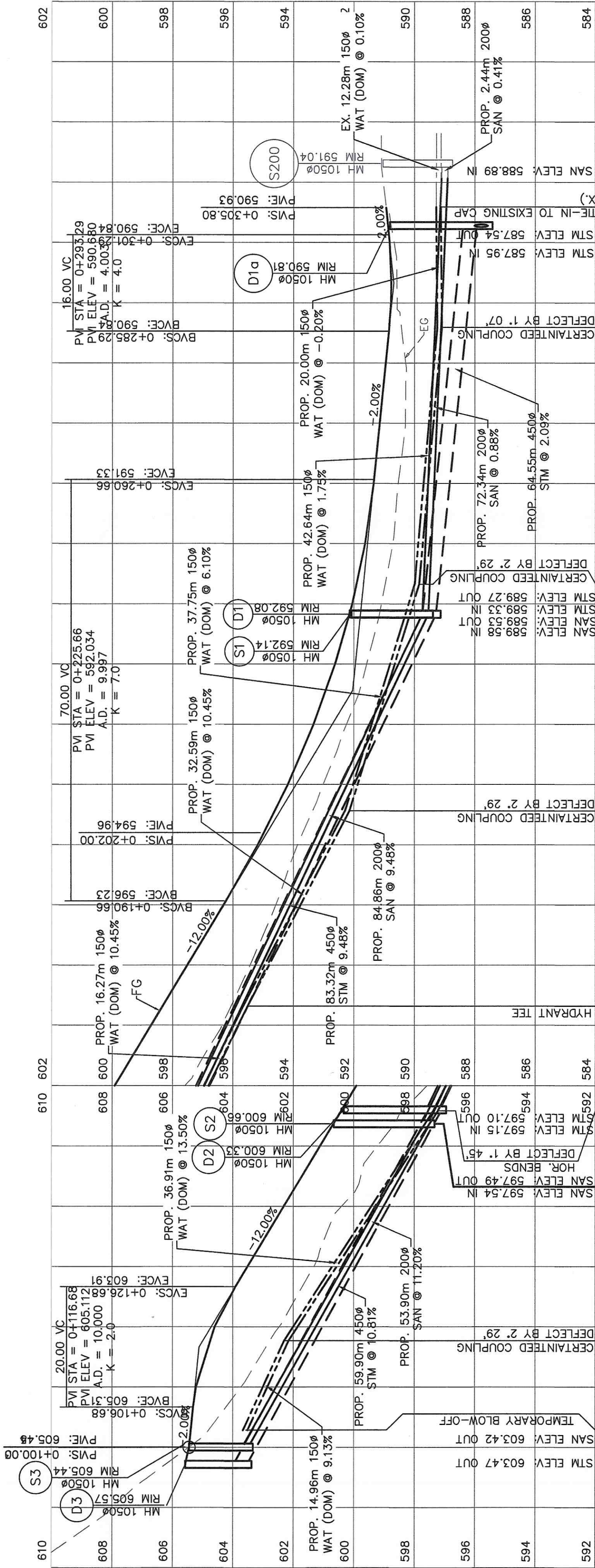
LOT 1  
PLAN 37488  
SITE BOUNDARY



CORE INTO EX. STORM MANHOLE BY THE CONTRACTOR UNDER SUPERVISION OF DISTRICT OF WEST KELLOWNA FORCES. CONTRACTOR TO RESTORE ROAD IN ACCORDANCE WITH DISTRICT OF WEST KELLOWNA REQUIREMENTS.

CONTRACTOR TO CONFIRM PRIOR TO CONSTRUCTION IF EX. MH IS SUITABLE FOR NEW CONNECTION.

PROP. CONNECTION MAY NEED TO BE RAISED TO SUIT MH BARREL. REPORT TO ENGINEER ONCE EXPOSED RE-TRENCH EX. MH AS REQUIRED.



WATER INVERT ELEVATION	610	602	600	598	596	594	592	590	588	586	584
CENTRELINE ROAD ELEVATIONS	610.62	605.46	603.51	602.47	602.22	602.15	602.08	601.91	601.71	601.58	601.46
CHAINAGE	0+080	0+090	0+100	0+110	0+120	0+130	0+140	0+150	0+160	0+170	0+180

LEGEND										SANITARY MH (EXISTING OR FUTURE)										DRAWING										DESIGN										CHECKED										DATE										SCALE										PROJECT NO.										PROJECT NAME										PROJECT LOCATION										PROJECT DATE										PROJECT SCALE										PROJECT STATUS										PROJECT TYPE										PROJECT PHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT SUBPHASE										PROJECT 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**LAND TITLE ACT  
FORM DECLARATION**Related Document Number: **CA3050232**

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Theresa Marie  
Arsenault  
7R5QT9**

Digitally signed by Theresa Marie  
Arsenault 7R5QT9  
DN: c=CA, cn=Theresa Marie  
Arsenault 7R5QT9, o=Lawyer,  
ou=Verity ID at www.juricert.com/  
LKUP:dn#id=7R5QT9  
Date: 2013.04.17 12:09:42 -0700

I, Lisa Satterthwaite, paralegal for Pushor Mitchell, in the Province of British Columbia do declare that:

1. The legal description for parcel identifier number 001-605-895 in Instrument CA3050232 is missing the land district and therefore is incomplete.
2. The legal description in Item 2 of the Form C for parcel identifier number 001-605-895 is amended to complete the legal description as follows: Lot 6 District Lot 3484 ODYD Plan 1436.

I make this Declaration and know it to be true based on personal information/reasonable belief.

Lisa Satterthwaite

**NOTE:**

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**Fee Collected for Document: \$33.30**