



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number CA4802077

Charge CA4802077 is a Covenant. A Covenant generally imposes either a negative or positive condition on the property. A Covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This Covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of City of Kelowna, provides that the lands shall not be used for direct vehicular access to or from any road other than the lane on the east side of the land.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Nov-10-2015 14:38:40.003

CA4802077

PAGE 1 OF 4 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.

Leah Jolene
Schurian
5EEHJM

Digitally signed by Leah
Jolene Schurian 5EEHJM
Date: 2015.11.10
14:24:13 -08'00'

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

Sabey Rule LLP

Barristers and Solicitors

LTO Client #12247

201-401 Glenmore Road

Kelowna

BC V1V1Z6

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-934-579

LOT 2 DISTRICT LOT 9 OSOYOOS DIVISION YALE DISTRICT PLAN 3710

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):

PAMELA MARGARET MCKINNON AND DONALD LLOYD FRIESEN

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

CITY OF KELOWNA

1435 WATER STREET

KELOWNA

BRITISH COLUMBIA

V1Y 1J4

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)

LEAH J. SCHURIAN

Barrister & Solicitor

201-401 GLENMORE ROAD

KELOWNA BC V1V1Z6

Execution Date		
Y	M	D
15	09	08
15	09	08

Transferor(s) Signature(s)

Pamela Margaret McKinnon

Donald Lloyd Friesen

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 4 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

LESLIE SHANNON BALLAN

Commissioner for Taking Affidavits in British Columbia

1435 WATER STREET
KELOWNA B.C. V1Y 1J4
ORDER NO. 2014-1422
EXPIRY DATE: 2017-11-30

Y	M	D
15	10	29

CITY OF KELOWNA

Name: COLIN BASRAN, MAYOR

Name: STEPHEN FLEMING, 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.

TERMS OF INSTRUMENT – PART 2

Section 219 Covenant

THIS AGREEMENT is dated for reference the 12th day of August, 2015.

BETWEEN:

Pamela Margaret McKinnon and
Donald Lloyd Friesen
11875 Highway 33 E
Kelowna B.C. V1P 1K2

(the "Transferors")

OF THE FIRST PART

AND:

City of Kelowna
A Municipal Corporation
1435 Water Street
Kelowna B.C. V1Y 1J4

(the "Transferee")

OF THE SECOND PART

WHEREAS:

- A. The Transferors are the registered owners in fee simple of all and singular those certain parcels or tracts of land situate, lying and being in the City of Kelowna, in the Province of British Columbia, and legally described as:

PID: 006-934-579, Lot 2, District Lot 9, Osoyoos Division Yale District, Plan 3710

(hereinafter referred to as the "Land");

- B. Section 219 of the *Land Title Act*, R.S.B.C., 1996 C. 250 provides that a covenant in favour of the Transferee, whether of a negative or positive nature, in respect of the use of the Land or that the Land is or is not to be built on, may be registered as a charge against the title to the Land and is enforceable against the Transferors and their successors in title even if the covenant is not annexed to land owned by the Transferee.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada, paid by the Transferee to the Transferors (the receipt whereof is hereby acknowledged), the parties hereto do hereby covenant and agree that the Land shall be used in accordance with the terms of the Covenant, as follows:

1. The Land shall not be used for direct vehicular access to or from any road now or hereafter existing other than access from the lane on the east side of the Land.
2. The covenants contained in this agreement shall be covenants running with the Land and shall enure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns and the Transferors specifically agree to give written notice of this agreement to any person to whom the Transferors propose to dispose of the Land, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph the word 'dispose' shall have the meaning given to it under the *Interpretation Act*, 1996, Chapter 238.
3. The within covenant shall be binding upon the Transferors as personal only during that period of time in which the Transferors maintain a duly registered interest and ownership in the Land.
4. The provisions herein shall not be altered, amended or cancelled unless with the written consent first has been obtained from a duly authorized representative of the Transferee.

This is the instrument creating the covenant or condition entered into under Section 219 of the *Land Title Act* by the registered owners referred to herein.



Approving Officer for the City of Kelowna

Date: Oct 28, 2015

END OF DOCUMENT

SUBDIVISION PLAN OF LOT 2, DISTRICT LOT 9, OSOYOOS DIVISION YALE DISTRICT, PLAN 3710

BCCS 82E.083

PLAN EPP52340

7341827 11 coordinates
Datum: NAD83(CSRS) 4.0, B.C.1
UTM Northing: 5530978.314
UTM Easting: 321319.290
Datum: NAD83(CSRS) 4.0, B.C.1
Estimated Horizontal Positional Accuracy: 0.01m.

The intended plot size of this plan is 560mm in width by 430mm in height (C size) when plotted at a scale of 1:500
(All distances are in metres)

LEGEND

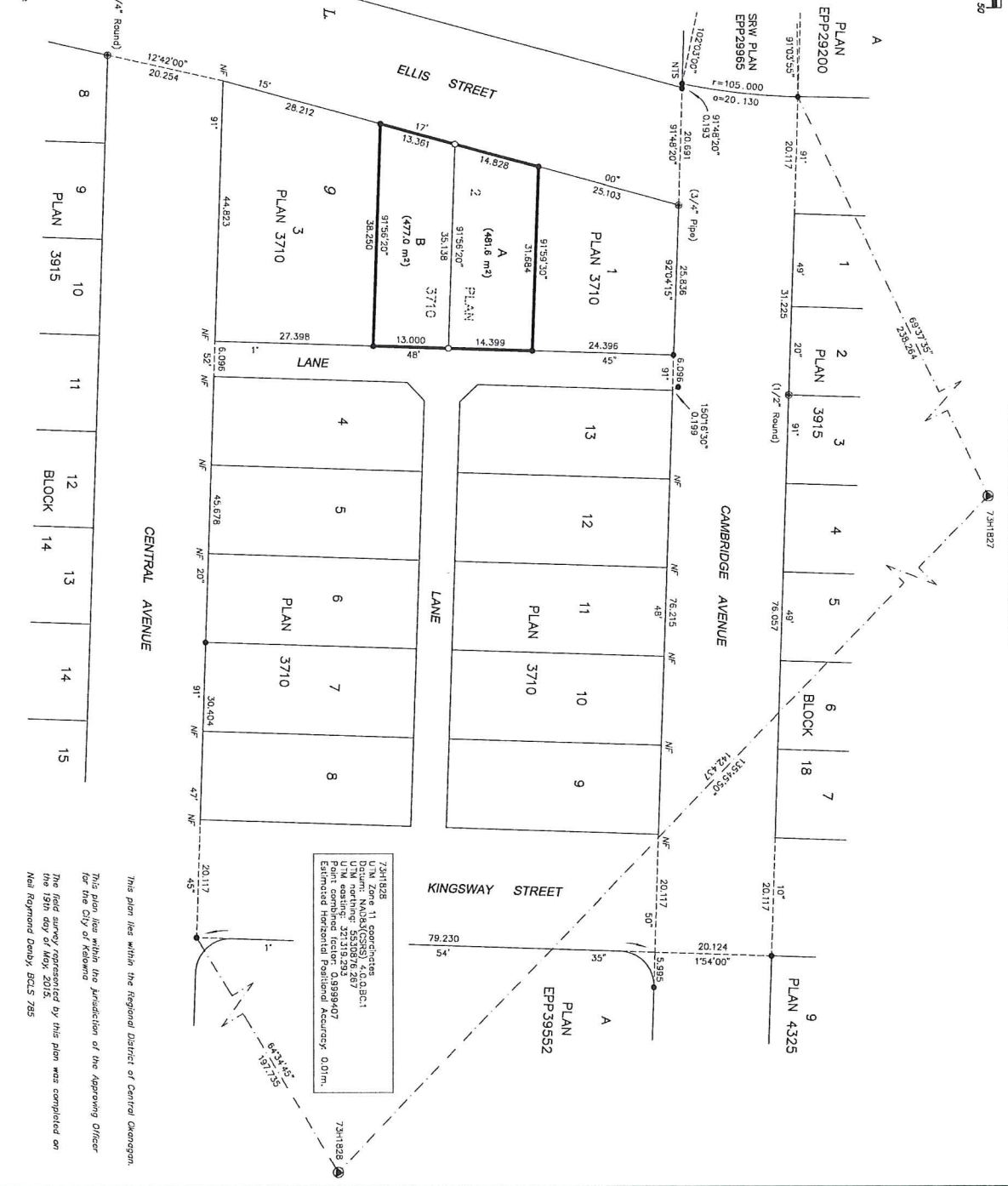
- Denotes Standard Iron post (Type 5) found
- Denotes Standard Iron post (Type 5) placed
- ⊙ Denotes Non-Standard Post found
- ⊙ NTS Denotes Not to Scale
- NF Denotes nothing found

Integrated Survey Area No. 4, City of Kelowna, MAD83 (CSRS)

Grid bearings are derived from observations between geodetic control monuments 7341827 and 7341828. The UTM coordinates and selected horizontal positional accuracy are derived from conventional survey ties to geodetic control monuments 7341827 and 7341828.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply horizontal distances by the scale factor of 0.9999408 which has been derived from geodetic control monuments 7341827 and 7341828.

RUNNALLS DENBY
british.columbia land surveyors
225A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2
Phone: (250) 753-7322
Fax: (250) 753-4413
Email: re@runnallsdenby.com
FILE: 14092
DWC No.: 14093 SUB



This plan lies within the Regional District of Central Okanagan.
This plan lies within the jurisdiction of the Approving Officer for the City of Kelowna.
The field survey represented by this plan was completed on the 15th day of May, 2015.
Neil Raymond Denby, BCLS 785



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number CA4200267

Charge CA4200267 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants FortisBC a right of access and use over a part of Lot 2, as shown on the plan attached to the charge, for constructing, operating and maintaining an electrical distribution system and communication lines and all related equipment. Fortis is permitted to clear the area of its works of trees or underbrush. The owner shall not plant any trees or climbing vines that may interfere with the works; shall not erect any building or structure; or otherwise damage the works. However, the owner is expressly permitted to cultivate or otherwise use the lands.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jan-26-2015 15:34:06.001

CA4200267

PAGE 1 OF 4 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.

Nicholas Mirsky
ULCP25

Digitally signed by Nicholas Mirsky
ULCP25
DN: cn=CA, cn=Nicholas Mirsky
ULCP25, o=Authorized Subscriber,
ou=Verify ID at www.juricert.com/
LKUP?dm?d=ULCP25
Date: 2015.01.26 15:04:36 -0800

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

Nicholas Mirsky, Land Agent for
FORTISBC INC.

2850 Benvoulin Road

Kelowna

BC V1W 2E3

Land File: KEL-3094

Ol#: 2557858 Order: 65167260

Client.11140

Document Fees: \$77.72

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-934-579

LOT 2 DL 9 ODYD PLAN 3710

STC? YES ☐

3. NATURE OF INTEREST

Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

ENTIRE INSTRUMENT

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):

PAMELA MARGARET MCKINNON AND DONALD LLOYD FRIESEN

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

FORTISBC INC.

A PUBLIC UTILITY, HAVING ITS HEAD OFFICE AT

#100 - 1975 SPRINGFIELD ROAD

KELOWNA

V1Y 7V7

BRITISH COLUMBIA

CANADA

Incorporation No

PA-0000087

7. ADDITIONAL OR MODIFIED TERMS:

none

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)

TIM JANZEN

A Notary Public for the Province of British Columbia

103 - 1912 ENTERPRISE WAY

KELOWNA, BC V1Y 9S9

250 763 1923

Execution Date		
Y	M	D
15	01	20

Transferor(s) Signature(s)

PAMELA MARGARET MCKINNON

DONALD LLOYD FRIESEN

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.

TERMS OF INSTRUMENT - PART 2

Page 2 of 4 pages

STATUTORY RIGHT OF WAY

THIS INDENTURE made this day of , 2014.

BETWEEN:

PAMELA MARGARET MCKINNON, FOOD SPECIALIST
DONALD LLOYD FRIESEN, LEAD HAND LABOURER
11875 HIGHWAY 33 E
KELOWNA, BC
V1P 1K2
AS JOINT TENANTS

(hereinafter called "the Transferor")

OF THE FIRST PART

AND:

FORTISBC INC., a public utility incorporated by Special Act
of the Legislature of the Province of British Columbia, having its
head office at #100 – 1975 Springfield Road, Kelowna, BC V1Y 7V7

(hereinafter called "the Company")

OF THE SECOND PART

WHEREAS this Statutory Right of Way is necessary for the operation and maintenance of the Company's undertaking;

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Company to the Transferor, the receipt of which is hereby acknowledged, the Transferor HEREBY GRANTS AND CONVEYS to the Company, its employees, agents and licensees, an easement by way of Statutory Right of Way for full, free and uninterrupted access at all times hereafter with or without vehicles or equipment to, through and over that certain parcel of land situated in the City of Kelowna, in the Province of British Columbia, more particularly described as:

LOT 2 DL 9 ODYD PLAN 3710

(hereinafter called "the property");

Page 3 of 4 pages

For the purpose of constructing, operating and maintaining thereon an electrical distribution system and communication lines and all related equipment ("the facilities"), with the right to dig up the soil and rock thereof and from time to time to inspect, repair, remove, alter or replace any part thereof, and to cut and clear any trees and underbrush which in the Company's opinion might interfere with the construction and operation of the facilities;

RESERVING HOWEVER to the Transferor the right to cultivate or otherwise use the property and the right to compensation for any damage done by the Company to fences and to crops thereon.

The transferor covenants that he has the right to enter into this Indenture; that he will not at any time hereafter do any act including the planting of any trees or climbing vines or erecting any building or structure, that would jeopardize or interfere with the operation or maintenance of the facilities, and that the Transferor will cause no damage to nor interfere with the facilities.

It is hereby understood between the parties to this Agreement that the facilities are restricted to that area shown in bold black on the attached sketch plan which is page 4 of this 4 page agreement.

The Company may provide a communications and/or cable company with all the rights under this Statutory Right of Way to install and maintain communication and/or cable circuits on the facilities.

If any provision of this Indenture is declared invalid or unenforceable by a competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Indenture, unless such invalidity or unenforceability renders the operation of this indenture impossible.

The rights, privileges and easement hereby granted are and shall be of same force and effect as a covenant running with the land, and this Indenture shall enure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns, and wherever the singular or masculine is used herein, it shall be construed as if the feminine, plural or neuter, as the case may be, had been used wherever context or the parties hereto so require.

IN WITNESS WHEREOF the Transferor has caused these presents to be executed as of the day and year first above written.

Note: The Accuracy of this drawing is not guaranteed. Not to Scale.

