

Land Title Act
Form C

23 DEC 2004 13 20

BW578422

(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of 16 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
WAAL & CO., Notaries Public
9086 Young Street, Chilliwack, BC
V2P 4R5 (604) 795-0070 Client # 011001

Corry Newport, Applicant

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)

See Schedule

Person Entitled to Interest
02 04/12/23 13:20:44 04 LK 589677
CHARGE \$64.75

4. Terms: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

D.F. Number: _____

Annexed as Part 2

There is no Part 2 of this instrument.

A selection of (a) includes 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):*
See Schedule

6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))*
See Schedule

7. Additional or Modified Terms: NIL

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)

JEAN A. WAAL
NOTARY PUBLIC
9086 Young St.
Chilliwack, B.C. V2P 4R5
795 - 0070

Execution Date

Y	M	D
04	12	16

Party(ies) Signature(s)

DARREN WESLEY FERGUSON

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.

ExpertText Systems BC Inc. 04/97

DYE & DURHAM CLIENT No. 11061

Land Title Act
Form D

Executions Continued

Page 2

Officer Signature(s)

L. Pearson

Linda P. Pearson, Deputy Director
Corporate Administrative Services
Commissioner for Taking Affidavits
Box 70, 7170 Cheam Avenue
Agassiz, B.C. V0M 1A0

(as to all signatures)

Execution Date

Y	M	D
04	12	21

Party(ies) Signature(s)

DISTRICT OF KENT by its authorized signatory(ies)

S. Pranger
S. PRANGER, MAYOR

A.C. Lewis
A.C. LEWIS, CAO

THIS INSTRUMENT IN ITS ENTIRETY IS THE INSTRUMENT CREATING THE COVENANT PURSUANT TO SECTION 219 OF THE LAND TITLE ACT BY THE REGISTERED OWNER REFERRED TO HEREIN.

Z. Hanna

Approving Officer for
The District of Kent

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.

ExperText Systems BC Inc. 04/97

Land Title Act
Form E

SCHEDULE

Page 3

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)

(Legal Description)

008-709-793

Lot 1 Sections 14 and 23 Township 3 Range 29
West of the Sixth Meridian
New Westminster District Plan 25120

3. Nature of Interest

(Description)

Document Reference
(Page and Paragraph)

Person Entitled to interest

Section 219
Covenant

Pages 4 - 8

Transferee

5. Transferor(s)

DARREN WESLEY FERGUSON

6. Transferee(s)

DISTRICT OF KENT, a Municipal Corporation
having its Municipal Office at:
7170 Cheam Avenue,
Agassiz, BC V0M 1A0

TERMS OF INSTRUMENT - PART 2

Page 4

BETWEEN:

DARREN WESLEY FERGUSON, Builder
5610 Lougheed Highway
Agassiz, BC V0M 1A1
(hereinafter called the "Transferor")

OF THE FIRST PART

AND:

THE DISTRICT OF KENT, a Municipal Corporation,
having its offices at 7170 Cheam Avenue,
Agassiz, BC V0M 1A0
(hereinafter called the "Transferee")

OF THE SECOND PART

A. **WHEREAS** the Transferor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

District of Kent
PID: 008-709-793
Lot 1 Sections 14 and 23 Township 3 Range 29
West of the Sixth Meridian New Westminster District Plan 25120
(hereinafter called the "Lands");

B. **AND WHEREAS** the Lands are subject to the provisions of the **District of Kent Zoning Regulation Bylaw 1219, 2001**, in force from time to time, and are within the floodplain designated therein. In respect to the said Lands, **Section 7** of Bylaw requires that the underside of any floor system supporting a "habitable area" shall be above that specified level being the Flood Construction Level.

C. **AND WHEREAS** Section 219 of the *Land Title Act* provides that there may be annexed to any Lands, a covenant, whether of a negative or positive nature, in respect of the usage of said Lands in favour of a Municipality or the Crown, registered as a first charge against the title to the land.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good and valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby covenant and agree with the Transferee under Section 219 of the Land Title Act of the Province of British Columbia as follows:

1. The Transferor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lands and that the level to which flooding could occur in a 1- in- 200 year flood in the area of the Lands.
2. The Transferor, on behalf of himself or herself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Transferee, as a covenant in favour of the Transferee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Transferor and the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof:
 - (a) No building, manufactured home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located except as per the specific recommendations as outlined in a letter prepared by Cascade Engineering Ltd. dated the 30th day of September, 2004 and as shown on the drawings attached hereto as Schedule "A" and forming part hereof, as follows:
 - (i) the design flood level of the lands determined by the District of Kent is 18.3 metres G.S.C.;
 - (ii) the Transferor acknowledges and agrees that the floor elevation of the new construction will not be at an elevation lower than the design flood level, as established and set out herein;
 - (iii) no area below the required elevations shall be used for the installation of fixed equipment damageable by floodwater with the exception of furnaces or hot water heaters. Where landfill is used to raise the natural ground elevation, the face of the landfill slope shall be adequately protected against erosion from flood flows.

In this agreement "area used for habitation" means any room or space within a building or structure which is or may be used for human occupancy, commercial sales, business or storage of goods but does not include an entrance foyer or parking facility.

In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation.

3. The Transferor on behalf of himself or herself or his or her heirs, executors, administrators, successors and assigns acknowledges that the Transferee does not represent to the Transferor, nor to any other person that any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by flooding or erosion and the Transferor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Transferee hereby:
 - (a) agrees to indemnify and to save harmless the Transferee and the Transferee's employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferee or any of the Transferee's employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his or her heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents or any of them, built, constructed or placed on the Lands caused by flooding, erosion or other such similar cause; and
 - (b) does remise, release and forever discharge the Transferee and the Transferee's employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Transferor or any of his or her heirs, executors, administrators, successors and assigns may have against the Transferee and the Transferee's employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by flooding, erosion or some such similar cause.
4. Subject to the provisions of Section 219 of the *Land Title Act*, the Transferor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit of and be binding upon the Transferor, his or her heirs, executors, administrators, successors and assigns and the Transferee and its assigns.

5. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including his or her heirs, executors, administrators, successors or assigns, or the Lands under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this Agreement had not been made by the parties.
6. The Transferor will do or cause to be done at his or her expense all acts reasonably necessary for the Transferee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Transferee and those specifically approved in writing by the Transferee.
7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.
8. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to this intent of this Agreement.
9. The Transferor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom it proposes to dispose of the Lands, which notice shall be received by that person prior to such disposition. For the purpose of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act* R.S.B.C. 1996 c.238.
10. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate unless the context requires otherwise.
11. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
12. This agreement shall be interpreted according to the laws of the Province of British Columbia.

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13. Where there is a reference to an enactment of the Province of British Columbia in this 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.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, have been duly executed on one or more pages.

This is the instrument creating the condition of Covenant pursuant to Section 219 of the *Land Title Act* by the Transferor.

SCHEDULE "A"

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DIST. OF KE.

**Cascade Engineering Ltd.
Geotechnical & Structural**46225 Larch Ave.
Chilliwack, B.C.
V2P 1E7

Bus/Fax (604) 792-2003

30th September, 2004

File No: 2004-52

Mr. Darren Ferguson,
5610 Loughheed Highway,
Agassiz, B.C. V0M 1A1

Re: Preliminary Geotechnical Report for a Single Family Residence to be constructed
Lot No. 1, Dyke (Cutler) Road, Agassiz, B.C.

1. INTRODUCTION

As requested, our firm conducted geotechnical site investigations at the subject property in September 2004. The purpose of this investigation was to assess the geological hazards and to provide a report with recommendations for a safe building envelope and site preparation works required to provide for adequate site preparations for a stable structure and to mitigate the potential hazards.

2. PROPOSED DEVELOPMENT

It is proposed to construct a timber framed single family residence 60'(L) x 30'(W) on a reinforced concrete foundation. An unfinished walk-out basement with attached double garage is planned with a driveway to be constructed down to the Lower Road to the south of the property. Hydro is to be provided via an overhead line. A water well is to be installed on the property. A septic tank and pump chamber is to be installed on site. The sewage effluent will be pumped via a solid line to an easement field inside the main dyke. Our firm has provided the design details and we will inspect and certify this installation.

3. SITE DESCRIPTION (refer to the Site Plan at Sheet No. 1)

The site is located approximately 3 km. south-west of Agassiz, B.C. just south of the Hopyard Hill (mountain feature) and north of the Cheam Slough. It consists of a 1.23 acre parcel of undeveloped farm grassed pasture land with blackberry bushes as well as the base of a mountain slope containing maple, birch and second growth fir, cedar and spruce trees of low to medium density. The mountain slope is oversteepened near the base exposing jointed, weathered shale bedrock. The soil comprises loose topsoil, organics and silts overlying medium dense silty sands. These are Quaternary, post-glacial deposits (Fraser River Sediments) up to 4m thick overlying older dense sands and gravels. There is a drainage ditch which is approximately 2m deep traversing the property which provides surface drainage from the base of the mountain and farm property to the north of the main dyke.

Cont'd.../2

Page 2, Lot No. 1 Dyke (Cutler) Road, Agassiz, B.C.

4. FINDINGS

4.1 SLOPE HAZARD

The mountain slope at the north property lines consists of loose topsoil and silts overlying silty sands beneath which lies a fractured, weathered and jointed bedrock. From toe of slope (see Sheet No. 1) to an average 6m to 8m height, the slope is oversteepened. While the mountain appears to be generally stable against large scale soil and rock slides, there is a moderate risk of small scale rock fall and or landslide to at least 6m beyond the toe of the slope.

4.2 FLOOD PLAIN HAZARD

The property is located within the 1:200 flood plain of the Fraser River. The average elevation of the site was determined to be 15m \pm G.S.C. The Minimum Building Envelope set by the District of Kent is 18.3m G.S.C. The south road which is located at 3m above the Cheam Slough has an elevation of 16m \pm G.S.C. at the proposed driveway entrance to the site. Reportedly, this road has been known to experience local flooding from time to time and it is estimated to represent the 1:20 year flood return period. Part of the property below the South Road elevation (16m G.S.C.) would be subject to flooding for the 1:20 return period. For floods of larger magnitudes, (1:50 to 1:200) water elevations between 16m and 18.3m can be expected.

4.3 TREE FALL HAZARD

Some of the cedar, fir and deciduous, old growth and second growth trees on or near the toe of the mountain slope represent potential tree fall hazards during wind and/or ice storms. Siting of the house and selective tree removal should be considered.

4.4 SOIL AND GROUNDWATER CONDITIONS

Soils on the site comprise topsoil, organics and loose silt down to 2 ft. \pm average depth. Below the silt is a suitable native silty sand subgrade of medium density with an Allowable Soil Bearing Capacity of 1800 PSF. The existing storm drainage ditch which traverses the Lot from north-east (at the main Dyke Road) to the Cheam Slough contains 18 inches to 2 feet of ponded water at an Elevation of 13m \pm G.S.C. This condition indicates that the natural groundwater table is approximately 2m below existing grade at the time of the site investigation (September 2004).

4.5 SURFACE GRADES AND DRAINAGE

The Lot comprises rolling to level areas of grassed pasture land with blackberry bushes covering the

Page 3, Lot No. 1 Dyke (Cutler) Road, Agassiz, B.C..

west half of the property. The land slopes gradually at 2%± from north, east and west towards the existing 2m to 2.5m deep main drainage ditch. There was no evidence of water ponding on the property other than in the ditch itself as previously described. Development on the property must ensure that the natural grades toward this ditch are maintained. Further culverts could be added along the ditch alignment to increase usable yard area however 2 x fenced open pond areas should be left at the north-east and south-east property lines. Structure and hard surface (patios, driveway etc.) storm drainage should also be directed to this main ditch system and/or future ponds.

4.6 SITE SERVICES

Hydro service to the site would have to be provided using the existing overhead service lines. A water well would have to be installed to the west of the proposed residence. Volume of flow and water quality in accordance with the Provincial Guidelines would have to be tested as required by the Fraser Valley Health Authority. A concrete septic tank and pump chamber with bottom elevation no lower than 16m G.S.C. is to be located at 8 ft. off the north-east or south-east corners of the house foundation on compacted structural fill. It should be located to facilitate pumping out by a service truck every 2 to 3 years.

5. RECOMMENDATIONS

5.1 SITING

To mitigate against small scale rock fall and/or landslide hazards a minimum setback of 10m is recommended from the toe of the mountain slope. Using the existing property line iron pins on the south and west property lines, a safe single family dwelling building envelope 70'(L) x 35'(W) was established as shown at (A)-(B)-(C)-(D) on the Site Plan at Sheet No. 1. Driveway access is to be provided by a 6m wide driveway to the South Road.

5.2 TREE FALL HAZARDS

Trees which are located on the mountain slope or near the toe of slope in the area of the proposed safe building envelope should be cut down and removed prior to the start of the excavation. At least a 3 ft. high stump should be left on the slopes as the roots will continue to provide excellent soil anchorage to reduce the risk of small scale landslide activity.

5.3 EARTHWORKS, FOUNDATION AND GRADES DESIGN (refer to Sheet No. 2)

Excavation should be taken at least 2 ft. (average) below the existing (original) grade to the firm native

Page 4, Lot No. 1 Dyke (Cutler) Road, Agassiz, B.C.

silty sand. Upon approval by the soils engineer, a select, suitable structural fill is to be emplaced and compacted at 16 inch lifts (max) to 95% S.P.M.D.D. Once this subgrade fill is emplaced, reinforced concrete footings and foundation walls can be set. Note that this fill should also be emplaced for the driveway, patios, sidewalks and deck posts. The rear foundation (basement) wall is to be 10 ft. high with a minimum 4 ft. of continuous reinforced concrete exposed above Finished Grade including the 2 - 4 ft. long end wall returns as shown. This wall will reduce the effect of structural damage from potential small scale rock fall or landslide hazard. The remainder of grades, elevations and foundation wall details are as shown including the front garage and basement walk-out as well floor elevations.

5.4 FOUNDATION DIMENSIONS, REINFORCEMENT AND DRAINAGE

In order to ensure adequate seismic restraint and to provide structural integrity due to potential small scale impact loads, foundation dimensions and steel reinforcing is provided at Sheet No. 3 attached. Our firm will also provide site inspections for the formwork and steel emplacement. Note also the details provided for both roof and perimeter drainage. These drains are to be taken to a 2 ft. inside diameter concrete storm sump off the south-east corner or east side of the foundation. A single 4 inch diameter PVC discharge line can then be directed to the culvert in the main storm drainage ditch, east of the house.

5.5 GENERAL GRADES AND DRAINAGE

Further to the grades shown around the house (Sheet No. 2) is it necessary to maintain the natural grades of the yards and landscape areas towards the existing main drainage ditch and any future culverts and ponds. A culvert and grassed swale is to be provided under the proposed driveway to the house as shown on the Site Plan at Sheet No. 1. Should additional culverts be added to enclose the main ditch, use either a 2 ft. diameter CSP or H.D.P.E. (Big "O") BOSS 1000 embedded on a minimum of 8 inches of clean pit run gravelly sand after removal of the topsoil and organics.

6. SUMMARY

In summary, the proposed property may be safely used for the use intended that is construction of a single family residence provided that the recommendations of this report are followed. Our firm is available to provide the field inspections for the geotechnical, foundation, grades and drainage in accordance with the B-1 and B-2 schedules for field inspections attached. Prior to site development, a pre-construction meeting with the owner, engineer and contractor is requested to review the works outlined in this report.

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Cont'd./5

Page 5, Lot No. 1 Dyke (Cutler) Road, Agassiz, B.C.

I trust that this information meets your requirements at this time. Should you have any further questions, please contact the undersigned at your convenience.

Yours truly,
CASCADE ENGINEERING LTD.

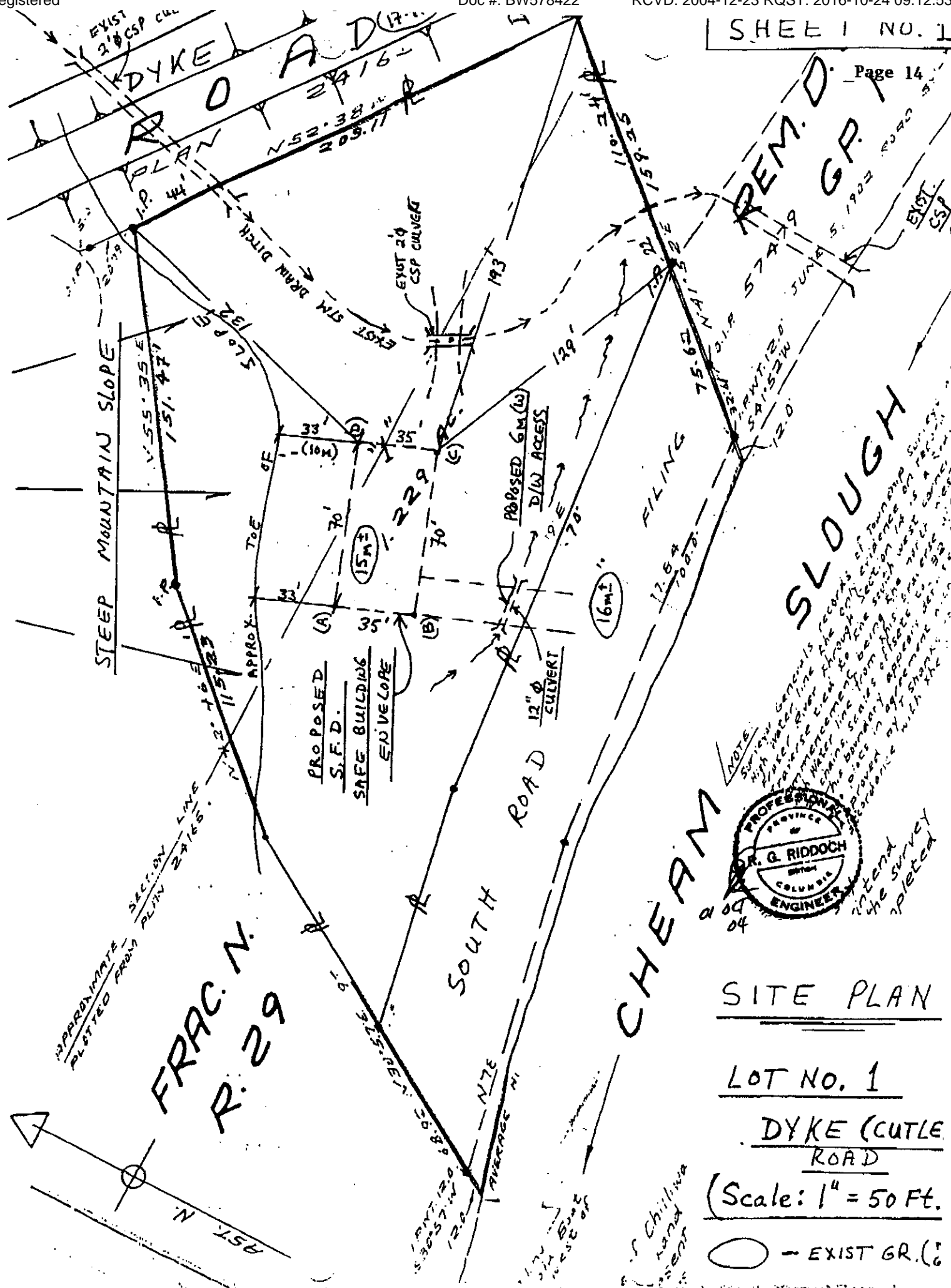


R. Riddoch P.Eng.
Ron Riddoch, P.Eng.

/jr
cc: Building Inspector
District of Kent
: Contractor
: File
attachments

SHEET 1 NO. 1

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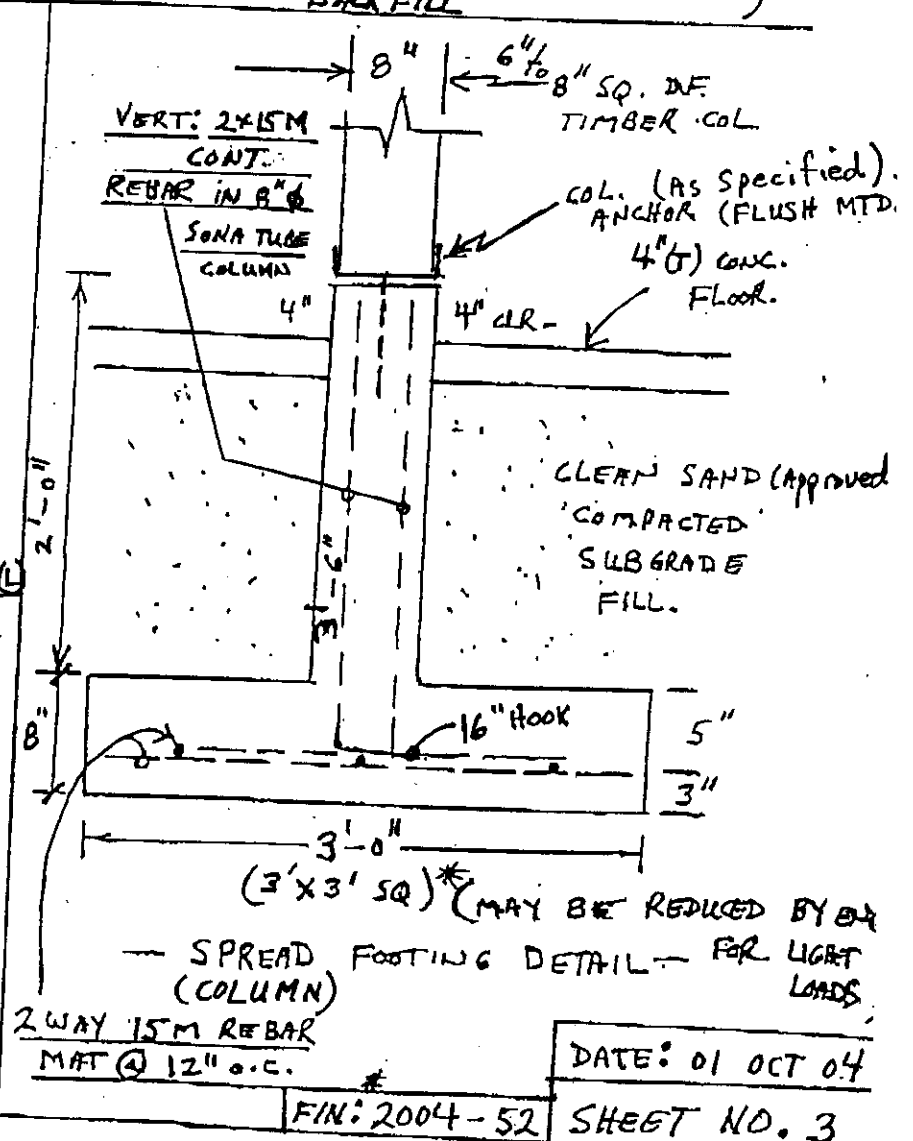
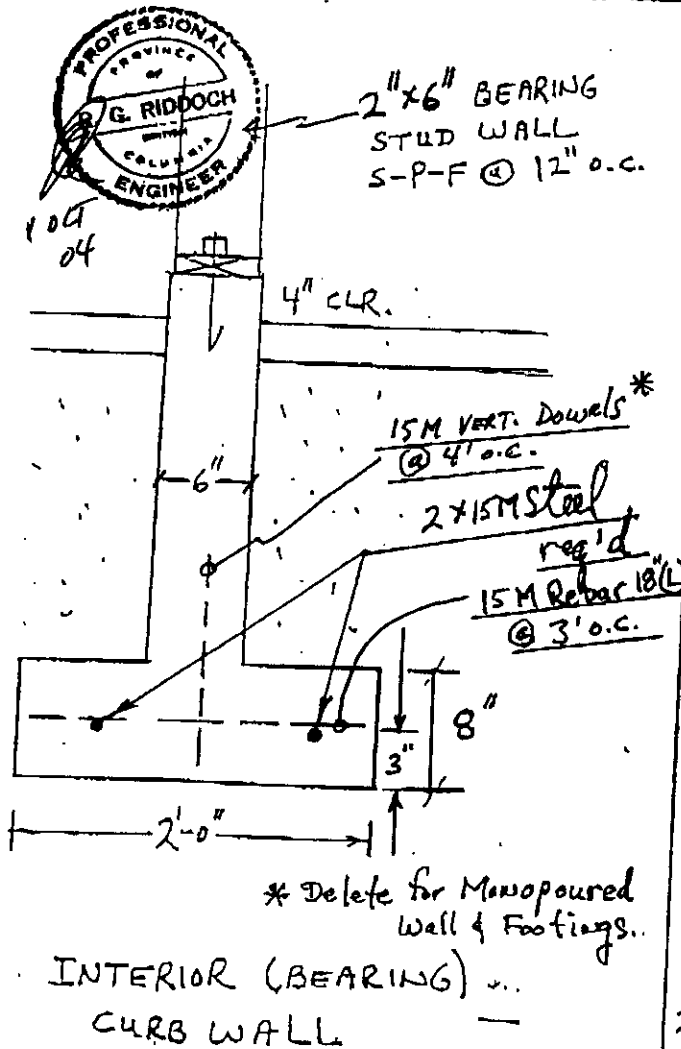
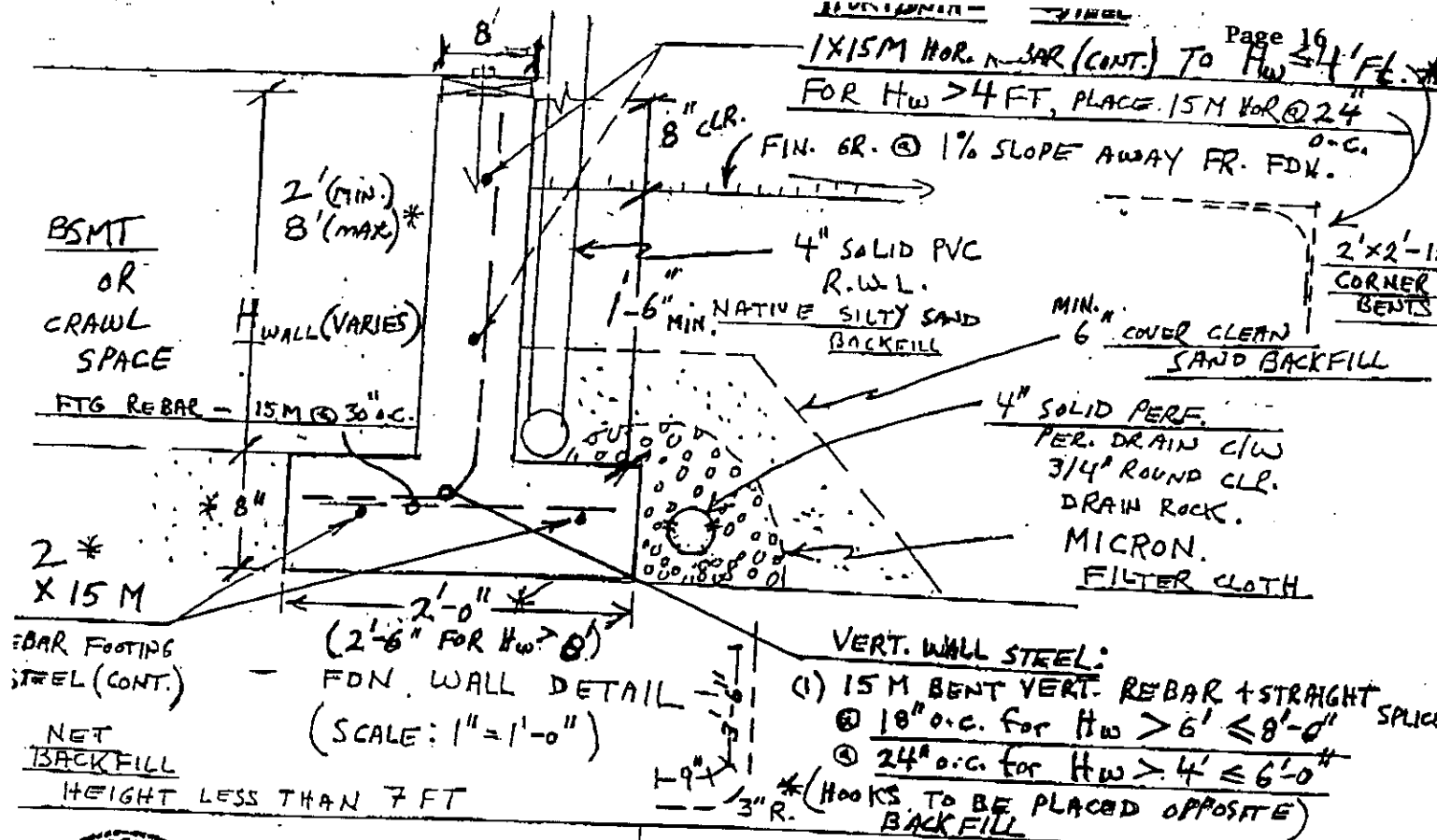
SITE PLAN

LOT No. 1

DYKE (CUTLE
ROAD

(Scale: $1'' = 50 \text{ Ft.}$)

○ - EXIST GR. (6)



END OF DOCUMENT