

1295 Rocklin Street Title and Charges

TITLE CA8885605
PID 031-352-693
(Dated April 4, 2021)

TITLE SEARCH PRINT

2021-04-14, 10:04:49

File Reference: Gislason

Requestor: Lands - Suzie Culpo

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA8885605 BB3052594 CA8885604
Application Received	2021-03-31
Application Entered	2021-04-14
Registered Owner in Fee Simple Registered Owner/Mailing Address:	CITY OF COQUITLAM 3000 GUILDFORD WAY COQUITLAM, BC V3B 7N2
Taxation Authority	Coquitlam, City of
Description of Land Parcel Identifier: Legal Description:	031-352-693 LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755
Legal Notations	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB1496541 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB4067050 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA5893083 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6850191

TITLE SEARCH PRINT

2021-04-14, 10:04:49

File Reference: Gislason

Requestor: Lands - Suzie Culpo

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6985317

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7995677
FILED 2020-01-23

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA8180792

Charges, Liens and Interests

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	BB4029967
Registration Date and Time:	2012-03-19 13:39
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA PURSUANT TO SECTION 50 LAND ACT SEE BB1485506 AND SECTION 35 COMMUNITY CHARTER PART FORMERLY THAT PORTION OF SECTION 7 TOWNSHIP 40 SHOWN AS PARCEL A PLAN BCP50405

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	BB4029968
Registration Date and Time:	2012-03-19 13:40
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA PURSUANT TO SECTION 50 LAND ACT SEE BB1485507 AND SECTION 35 COMMUNITY CHARTER PART FORMERLY THAT PORTION OF SECTION 7 TOWNSHIP 40 SHOWN AS PARCEL A PLAN BCP50406

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB3021791
Registration Date and Time:	2014-05-06 10:51
Registered Owner:	CITY OF COQUITLAM
Remarks:	INTER ALIA PART IN PLAN EPP39775 MODIFIED BY CA7489237 MODIFIED BY CA8593295 EXTENDED BY CA8885607

Nature:	MODIFICATION
Registration Number:	CA8593295
Registration Date and Time:	2020-11-25 11:03
Remarks:	INTER ALIA MODIFICATION OF BB3021791

TITLE SEARCH PRINT

2021-04-14, 10:04:49

File Reference: Gislason

Requestor: Lands - Suzie Culpo

Nature: COVENANT
Registration Number: CA8885602
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM
Remarks: INTER ALIA
PART FORMERLY LOT 4 PLAN EPP54547 EXCEPT PLANS
EPP63984 AND EPP82845
EXTENDED BY CA8885608

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA8885607
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM
Remarks: EXTENSION OF BB3021791
PART IN PLAN EPP109170

Nature: COVENANT
Registration Number: CA8885608
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM
Remarks: EXTENSION OF CA8885602

Nature: COVENANT
Registration Number: CA8885609
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA8885610
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM

Nature: COVENANT
Registration Number: CA8885611
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA8885613
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM
Remarks: PART IN PLAN EPP109221

Nature: COVENANT
Registration Number: CA8885614
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM

TITLE SEARCH PRINT

2021-04-14, 10:04:49

File Reference: Gislason

Requestor: Lands - Suzie Culpo

Nature: COVENANT
Registration Number: CA8885615
Registration Date and Time: 2021-03-31 10:56
Registered Owner: CITY OF COQUITLAM

Nature: UNDERSURFACE AND OTHER EXC & RES
Registration Number: BB1544723
Registration Date and Time: 2021-04-13 14:28
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: PURSUANT TO SECTION 50 LAND ACT (SEE CA8885603)
AND SECTION 35, COMMUNITY CHARTER
PART FORMERLY THAT PART OF DISTRICT LOT 8249 GROUP
1 NEW WESTMINSTER DISTRICT SHOWN AS LOT A ON PLAN
EPP103754

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

BB1496541
NOTICE OF PERMIT

23 AUG 2012 14 53

BB1496541

LAND TITLE ACT
FORM 17
(Sections 154, 155(1), 241)
APPLICATION

NOTE: Before submitting this application for interests under (1) and (2) applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:

MARKET VALUE:

(1) FEE SIMPLE

☐

P.I.D.: 028-842-111 / 028-842-120

(2) CHARGE

☒

TRUE VALUE:

NATURE OF CHARGE: Notice of Permit

(3) CANCELLATION OF
CHARGE
NUMBER OF CHARGE:NATURE OF CHARGE: di 23/08/2012 2:54:50 PM 1 2
Doc File 1 \$23.90

HEREWITH FEES OF: \$

As to (1) and (2) NAME, OCCUPATION AND ADDRESS of person entitled to be registered as owner if different than shown in instrument:

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:

(PID) (Legal Description)

028-842-111 Lot 2, Section 7, Township 40, NWD, Plan BCP50409

028-842-120 Lot 3, Section 7, Township 40, NWD, Plan BCP50409

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

SUZIE CULPO, Agent, City of Coquitlam
3000 Guildford Way
Coquitlam, B.C., V3B 7N2
Tel: 927-3090


DYE & DURHAM CLIENT No. 11061

Signature of Applicant or Officer or Authorized Agent

12 011089 DP
3561 & 3499 Gislason Ave.
Doc #: 1295596

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 26, Sections 920 & 927 of the Local Government Act, R.S.B.C., 1996 c. 323

Legal Description of Land Affected:

3499 Gislason Avenue
Lot 2, Section 7, Township 40, Plan BCP50409, New Westminster District
(PID: 028-842-111)

3561 Gislason Avenue
Lot 3, Section 7, Township 40, Plan BCP50409, New Westminster District
(PID: 028-842-120)

Issue Date: August 14, 2012

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 22 August 2012

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

James Gilbert
City Clerk

BB4067050
NOTICE OF PERMIT

25 FEB 2014 09 06

BB4067050

LAND TITLE ACT
FORM 17
(Sections 154, 155(1), 241)
APPLICATION

NOTE: Before submitting this application for interests under (1) and (2) applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:

MARKET VALUE:

(1) FEE SIMPLE

☐

P.I.D.: 028-842-111 / 028-842-120

(2) CHARGE

☒

TRUE VALUE:

NATURE OF CHARGE: Notice of Permit

(3) CANCELLATION OF
CHARGE
NUMBER OF CHARGE:

NATURE OF CHARGE:

HEREWITH FEES OF: \$

As to (1) and (2) NAME, OCCUPATION AND ADDRESS of person entitled to be registered as owner if different than shown in instrument:

CB 25/02/2014 9:00:04 AM 3 2

Doc File 1 \$24.20

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:

(PID)

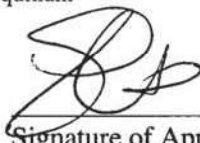
(Legal Description)

028-842-111 Lot 2, Section 7, Township 40, NWD, Plan BCP50409

028-842-120 Lot 3, Section 7, Township 40, NWD, Plan BCP50409

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

SUZIE CULPO, Agent, City of Coquitlam
3000 Guildford Way
Coquitlam, B.C., V3B 7N2
Tel: 927-3090



Signature of Applicant or Officer or Authorized Agent

DYE & DURHAM CLIENT No. 11061



13 003558 DP
3499 & 3561 Gislason Ave.
Doc #: 1640396

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 26, Sections 920 & 927 of the Local Government Act, R.S.B.C., 1996 c. 323

Legal Description of Land Affected:

3499 Gislason Avenue
Lot 2, Section 7, Township 40, Plan BCP50409, New Westminster District
(PID: 028-842-111)

3561 Gislason Avenue
Lot 3, Section 7, Township 40, Plan BCP50409, New Westminster District
(PID: 028-842-120)

Issue Date: January 27, 2014

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 7 February 2014

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

CA5893083
NOTICE OF PERMIT

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING
LAND TITLE AND SURVEY AUTHORITY

Mar-27-2017 12:38:55.001

CA5893083

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Garry Gracey
KD2L2C

c=CA, cn=Garry Gracey
KD2L2C, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=KD2L2C

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

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*.

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

BC V3B 7N2

ATTN: Suzie Culpo

File: 3512 David/3561 Gislason/3510 BVP

Planning: Hagan

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULESTC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

BRITISH COLUMBIA

V3B 7N2

CANADA

ADDITIONAL PARCEL INFORMATIONPAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-283**LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-267**LOT 2 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PART ON PLAN EPP58489**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-947-517**LOT A SECTION 18 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
BCP51586 EXCEPT PLANS EPP29180, EPP36729 AND EPP61635**

STC?

YES ☐

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 26, Sections 920 & 927 of the Local Government Act, R.S.B.C., 1996 c. 323

Legal Description of Land Affected:

3512 David Avenue
Lot A, Section 18, Township 40, Plan BCP51586, Except Plans EPP29180 and EPP36729, New
Westminster District
(PID: 028-947-517)

3561 Gislason Avenue
Lot 4, Section 7, Township 40, Plan EPP54547, New Westminster District
(PID: 029-760-283)

3510 Burke Village Promenade
Lot 2, Section 7, Township 40, Plan EPP54547, Except Part on Plan EPP58489, New
Westminster District
(PID: 029-760-267)

Issue Date: January 31, 2017

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 16 March 2017

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

CA6850191
NOTICE OF PERMIT

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING
LAND TITLE AND SURVEY AUTHORITY

Jun-07-2018 12:52:16.001

CA6850191

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
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 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

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*.

Garry Gracey
HX5N61

c=CA, cn=Garry Gracey
HX5N61, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=HX5N61

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

Attn: Suzie Culpo

File: Burke Village Promenade

COQUITLAM

BC V3B 7N2

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

V3B 7N2

BRITISH COLUMBIA

CANADA

ADDITIONAL PARCEL INFORMATIONPAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**007-055-234 LOT 15 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
34808**

STC? YES ☐

-
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**028-843-991 LOT 1 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
BCP50410**

STC? YES ☐

-
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**029-760-283 LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547**

STC? YES ☐

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by
City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 14, Sections 488 and 498 of the *Local Government Act*, R.S.B.C., 2015 c. 1, as amended

Legal Description of Land Affected:

3615 David Avenue
Lot 15, Section 17, Township 40, Plan NWP34808, New Westminster District
(PID: 007-055-234)

Fremont Street ¹⁷ BCP50410
~~Lot 1, Section 18, Township 40, Plan EPP43395, New Westminster District~~
(PID: 028-843-991)

3561 Gislason Avenue
Lot 4, Section 7, Township 40, Plan EPP54547, New Westminster District
(PID: 029-760-283)

Issue Date: April 23, 2018

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 7 May 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

CA6985317
NOTICE OF PERMIT

DECLARATION(S) ATTACHED

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Aug-08-2018 12:31:56.001
LAND TITLE AND SURVEY AUTHORITY

CA6985317

PAGE 1 OF 3 PAGES

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 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- 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*.

Stephen
Frederick Graf
G5TJ3Q

c=CA, cn=Stephen
Frederick Graf G5TJ3Q,
o=Lawyer, ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=G5TJ3Q

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

COQUITLAM BC V3B 7N2
Document Fees: \$28.63

Attn: Suzie Culpo
File: 3512 David Ave., 3561 Gislason Ave.,
3517 Burke Village Promenade

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

CITY OF COQUITLAM
3000 GUILDFORD WAY

COQUITLAM BRITISH COLUMBIA
V3B 7N2 CANADA

ADDITIONAL PARCEL INFORMATION

PAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-267**LOT 2 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PART ON PLAN EPP58489**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-283**LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PART ON PLAN EPP63984**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-947-517**LOT A SECTION 18 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
BCP51586 EXCEPT PLANS EPP29180, EPP36729, EPP61635 AND EPP66042**

STC?

YES ☐

16 108190 DP
3512 David Avenue, 3561 Gislason Avenue, 3517 Burke Village Promenade
Doc #: 3023922

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by
City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 14, Sections 488 and 498 of the Local Government Act, R.S.B.C., 2015 c. 1, as amended

Legal Description of Land Affected:

3512 David Avenue
Lot A, Section 18, Township 40, Plan BCP51586 Except Plans EPP29180, EPP36729, EPP61635
and EPP66042, New Westminster District
(PID: 028-947-517)

3561 Gislason Avenue
Lot 4, Section 7, Township 40, Plan EPP54547 Except Plan EPP63984, New Westminster
District
(PID: 029-760-283)

3517 Burke Village Promenade
Lot 2, Section 7, Township 40, Plan EPP54547 Except Part on Plan EPP63984, New Westminster
District
(PID: 029-760-267)

Issue Date: July 5, 2018

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit
you are hereby authorized to cancel the notation of the filing of this notice against the title to
the land affected by it on or after its expiry date without further application from us and we
consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 16 July 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

**LAND TITLE ACT
FORM DECLARATION**Related Document Number: **CA6985317**

PAGE 1 OF 2 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.

**Garry
Gracey
HX5N61**c=CA, cn=Garry
Gracey HX5N61,
o=Notary, ou=Verify ID
at [www.juricert.com/
LKUP.cfm?id=HX5N61](http://www.juricert.com/LKUP.cfm?id=HX5N61)

I, Janish Chand, authorized registry agent of City of Coquitlam, declare that:

PID 029-760-267 and legal description LOT 2 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP54547 EXCEPT PART ON PLAN EPP58489 to be removed from item 2 schedule of legal page 3.

Please remove the Notice of Permit submitted on document CA6985317 and replace it with the attached amended Notice of Permit.

All parties consent to the amendment.

Janish Chand

NOTE:

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

Fee Collected for Document: \$12.88

16 108190 DP
3512 David Avenue, 3561 Gislason Avenue, 3517 Burke Village Promenade
Doc #: 3023922

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by
City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 14, Sections 488 and 498 of the *Local Government Act*, R.S.B.C., 2015 c. 1, as amended

Legal Description of Land Affected:

3512 David Avenue
Lot A, Section 18, Township 40, Plan BCP51586 Except Plans EPP29180, EPP36729, EPP61635
and EPP66042, New Westminster District
(PID: 028-947-517)

3561 Gislason Avenue
Lot 4, Section 7, Township 40, Plan EPP54547 Except Plan EPP63984, New Westminster
District
(PID: 029-760-283)

~~3517 Burke Village Promenade~~
~~Lot 2, Section 7, Township 40, Plan EPP54547 Except Part of Plan EPP63984, New Westminster~~
~~District~~
~~(PID: 029-760-267)~~

Issue Date: July 5, 2018

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 16 July 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

CA7995677
NOTICE OF INTEREST

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

FORM 17 CHARGE, NOTATION OR FILING Jan-23-2020 09:47:24.001

LAND TITLE AND SURVEY AUTHORITY

CA7995677

1579730190

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Pamela Anne
Johnson
5GFTMZ

Digitally signed by Pamela
Anne Johnson 5GFTMZ
Date: 2020.01.22 16:17:28
-08'00'

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

Tel.: 604-927-3000 / Doc. No.: 3611071

COQUITLAM BC V3B 7N2

Document Fees: \$29.66

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**029-760-283 LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PLANS EPP63984 AND EPP82845**

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

NOTICE OF INTEREST BUILDERS LIEN ACT

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

NOT APPLICABLE

Builders Lien Act

(Section 3 (2))

Notice of Interest

Take notice that

1. City of Coquitlam is an owner, as defined in the *Builders Lien Act*, of the following lands:

PID: 029-760-283

LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT
PLAN EPP54547 EXCEPT PLANS EPP63984 AND EPP82845

2. The nature of the owner's interest is: Fee Simple.
3. The owner's interest in the land is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

City of Coquitlam by its authorized signatory:

Signed:



Name: Don Dymmes

Title: General Manager, Civic Lands and Facilities

Dated: January 17th, 2020

CA8180792
NOTICE OF PERMIT

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

FORM 17 CHARGE, NOTATION OR FILING May-08-2020 13:13:55.001

LAND TITLE AND SURVEY AUTHORITY

CA8180792

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Garry Gracey
HX5N61

c=CA, cn=Garry Gracey
HX5N61, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=HX5N61

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

City of Coquitlam

3000 Guildford Way

604-927-3090

Coquitlam

BC V3B 7N2

Document Fees: \$29.95

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULESTC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

V3B 7N2

BRITISH COLUMBIA

CANADA

ADDITIONAL PARCEL INFORMATION

PAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

007-055-234**LOT 15 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
34808**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-843-991**LOT 1 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
BCP50410**

STC?

YES ☐**EXCEPT PLAN EPP76278 AND PLAN EPP76279**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-283**LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PLANS EPP63984 AND EPP82845**

STC?

YES ☐

18 106615 DP
Burke Village Promenade, Rocklin Street, Gislason Avenue, Princeton Avenue
Doc #: 3638632

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

TAKE NOTICE that the land described below is subject to a permit issued by
City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

Part 14, Sections 488 and 498 of the Local Government Act, R.S.B.C., 2015 c. 1, as amended

Legal Description of Land Affected:

3615 David Avenue
Lot 15, Section 17, Township 40, Plan NWP34808, New Westminster District
(PID: 007-055-234)

Fremont Street
Lot 1, Section 18, Township 40, Plan EPP43395, New Westminster District
(PID: 028-843-991)

3561 Gislason Avenue
Lot 4, Section 7, Township 40, Plan EPP54547, New Westminster District
(PID: 029-760-283)

Issue Date: February 3, 2020

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after its expiry date without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 4 February 2020

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

BB4029967

**UNDERSURFACE RIGHTS AND OTHER
EXCEPTIONS AND RESERVATIONS**

19 Mar 12 13:39
~~20 DEC 2011 14 43~~

BB4029967

**LAND TITLE ACT
FORM 17**

(Sections 154, 155(1), 241)

APPLICATION

NATURE OF INTEREST:

FREE CHARGE

PARCEL IDENTIFIER NO. _____

UNDERSURFACE RIGHTS AND OTHER EXCEPTIONS AND RESERVATIONS SECTION 50 LAND
ACT SEE _____ AND SECTION 35 COMMUNITY CHARTER

HEREWITH FEES OF: NIL

PID 028-839-63341

LEGAL

DESCRIPTION That Portion of Section 7 Twp 40
shown as Parcel A Plan BCP 50405

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

ON BEHALF OF THE CROWN IN RIGHT OF BRITISH COLUMBIA.

LARRY BLASCHUK, REGISTRAR

Signature of Applicant of
Solicitor or Authorized Agent

BB4029968

**UNDERSURFACE RIGHTS AND OTHER
EXCEPTIONS AND RESERVATIONS**

~~20 DEC 2011 11:43~~

BB4029968

19 Mar 2012 13:40

LAND TITLE ACT

FORM 17

(Sections 154, 155(1), 241)

APPLICATION

NATURE OF INTEREST:

FREE CHARGE

PARCEL IDENTIFIER NO. _____

UNDERSURFACE RIGHTS AND OTHER EXCEPTIONS AND RESERVATIONS SECTION 50 LAND
ACT SEE _____ AND SECTION 35 COMMUNITY CHARTER

HEREWITH FEES OF: NIL

PID 028-839-692

LEGAL

DESCRIPTION

That portion of Sec 7 Twp 40 as shown
on as Parcel A Plan BCP 50406

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

ON BEHALF OF THE CROWN IN RIGHT OF BRITISH COLUMBIA.

LARRY BLASCHUK, REGISTRAR

Signature of Applicant of
Solicitor or Authorized Agent

BB3021791
STATUTORY RIGHT OF WAY

-6 MAY 2014 10 51

BB3021791

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 8 pages

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

Suzie Culpo, City of Coquitlam
 3000 Guildford Way, Coquitlam BC V3B 7N2
 DYE & DURHAM CLIENT No. 11061
 J. Clark 927-3090

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

(PID)

(LEGAL DESCRIPTION)

028-842-120

Lot 3, Section 7, Township 40, NWD, Plan BCP50409

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way over
 Part shown on Plan EPP39775

Entire Document

TRANSFeree

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

(c) Release ☐

There is no Part 2 to 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):*

CITY OF COQUITLAM

dl 09/05/2014 10:51:16 AM 2 2

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

CITY OF COQUITLAM, a Municipal Corporation, 3000 Guildford Way,
 Coquitlam, B.C., V3B 7N2

Charge = \$75.00

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)

Execution Date

Y M D

14 04 28

Party(ies) Signature(s)

Kerri Lore - Deputy Clerk
 City of Coquitlam
 3000 Guildford Way
 Coquitlam, B.C., V3B 7N2
 Tel: (604) 927-3016
 A Commissioner for taking
 Affidavits within British Columbia
 (As to Clerk's signature)

CITY OF COQUITLAM by its authorized signatories:

Richard Stewart
 RICHARD STEWART, MAYOR

Jay Gilbert
 JAY GILBERT, 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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

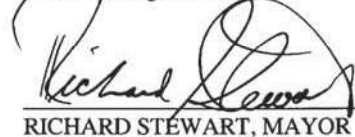
**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date
Y M DTransferor/Borrower/Party
Signatures

Kerri Lore – Deputy Clerk
City of Coquitlam
3000 Guildford Way
Coquitlam, B.C., V3B 7N2
Tel: (604) 927-3016
A Commissioner for taking
Affidavits within British Columbia
(As to Clerk's signature)

14 04 28

CITY OF COQUITLAM by its
authorized signatories:
RICHARD STEWART, MAYOR
JAY GILBERT, 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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2**STATUTORY RIGHT OF WAY (Utilities)**

THIS AGREEMENT made as of the ____ day of April, 2014.

BETWEEN:

CITY OF COQUITLAM, a Municipal Corporation
3000 Guildford Way
Coquitlam, B.C., V3B 7N2

(the "Grantor")

OF THE FIRST PART

AND:

CITY OF COQUITLAM, a Municipal Corporation
3000 Guildford Way
Coquitlam, B.C., V3B 7N2

(the "City")

OF THE SECOND PART

- A. the Grantor is the registered owner of all and singular that certain parcel of land situate in the Municipality of Coquitlam, in the Province of British Columbia, described in the Forms C attached hereto (the "Lands");
- B. Section 218 of the Land Title Act, R.S.B.C. 1996, c. 250 as amended provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;
- C. the City requires and the Grantor has agreed to grant to the City a statutory right of way as herein provided for;
- D. this statutory right of way is necessary for the operation and maintenance of the City's undertaking;

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt of which from the City is hereby acknowledged by the Grantor, the parties agree as follows:

1. RIGHT OF WAY

The Grantor grants in perpetuity to the City the full, free and uninterrupted right, licence, liberty, easement and right of way, at all times to:

- (a) enter over, upon, under and through that portion of the Lands which is shown outlined on plan No. EPP39775 and attached as Schedule "A". a copy of which is attached to this Agreement (the "Right of Way Area"), in order to

- (i) conduct services and examinations,
- (ii) dig up and remove soil, and
- (iii) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect and replace, utility and telecommunication conduits and fibre, watermain, culverts, sewers, drains, ditches, retaining walls, wing walls, manholes, pipes, conduits, inspection chambers, or any of them, together with all ancillary attachments and fittings

(all of which are collectively called the "Works"),

for the purpose of providing to the City and its employees, servants and agents at all times by night and day and at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area for the purpose of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electrical energy, communication services, or any of them;

- (b) carry onto the Right of Way Area all materials and equipment required for any of the foregoing purposes;
- (c) remove from the Right of Way Area and all parts thereof anything which in the opinion of the City constitutes an obstruction to carrying out the Works;
- (d) do all acts which in the opinion of the City are incidental to the foregoing.

2. GRANTOR'S COVENANTS

The Grantor will:

- (a) not do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Works or any part thereof;
- (b) not excavate, drill, install, erect, maintain, or permit to be excavated, drilled, installed, erected or maintained, any obstruction, pit, well, foundation, materials, embankment, fill, pavement, buildings, or other structures, or improvements, upon, over, under or through the Right of Way Area without first obtaining the written consent of the City which consent is within the City's sole discretion;
- (c) execute all further documents and things whatsoever for the better assuring unto the City of the Right of Way Area hereby granted;
- (d) permit the City to peaceably hold and enjoy the rights hereby granted; and
- (e) trim or, if necessary, cut down any tree or hedge which in the opinion of the City constitutes or may constitute a danger to the Works or any part thereof.

3. CITY'S COVENANTS

The City will:

- (a) carry out the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Lands or any improvement on the Lands;
- (b) not bury, without the prior written consent of the Grantor, debris or rubbish in excavations or backfill;
- (c) remove shoring and like temporary structures as backfilling proceeds;
- (d) rake up all rubbish and construction debris in order to leave the Right of Way Area in a reasonably neat and clean condition;
- (e) insofar as it is practical, in the opinion of the City, carry out the Works so as not to interfere with the drainage of the Lands; and

(f) not be unreasonable in its opinions herein.

4. RELEASE

The Grantor does hereby release and forever discharge the City from and against all manner of actions, suits and demands whatsoever at law or at equity save and except for negligence which the Grantor may at any time have by reason of the carrying out of the Works and the exercise by the City of its rights as set out in this Agreement.

5. RESERVATION OF POWERS OF EXPROPRIATION

Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

6. GENDER AND NUMBER

Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require.

7. CHARGE ON LAND

Covenants contained in this Agreement run with the Lands and, upon registration, this Agreement constitutes a charge on the Lands in favour of the City.

8. PROPERTY IN WORKS

Notwithstanding any rules of law or equity to the contrary, the Works and all other equipment and appurtenances brought on to, erected upon or over, or buried in or under the Right of Way Area by the City will at all times remain the property of the City, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the City.

9. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties to this Agreement notwithstanding any rule of law or equity to the contrary.

10. SEVERABILITY

If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

11. WAIVER

Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

12. GOVERNING LAW

This Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

PLAN EPP39775

STATUTORY RIGHT OF WAY PLAN OVER PARTS OF LOTS 2 AND 3 SECTION 7 TOWNSHIP 40 NWD PLAN BCP50409

PERMIT TO SECTION 13, Land Title Act

B.C.L.S. 970207

For Utility Purposes

SCALE 1 : 1250

ALL DISTANCES ARE IN METRES

This intended plan of this plan is, before it is filed, and 500mm in height (D size) when printed at a scale of 1:1250.

BURKE VILLAGE PROMENADE

PLAN BCP41660

Rem. A PLAN 12082

Rem. B PLAN 12082

PLAN BCP48610

PLAN BCP50409

PLAN BCP50409

PLAN BCP50409

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LEGEND

DEVIATE CONTROL MONUMENT FOUND

DEVIATE CONTROL MONUMENT NOT FOUND

DEVIATE STANDARD CAPED POST FOUND

DEVIATE STANDARD CAPED POST NOT FOUND

DEVIATE WINKER

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DEVIATE HECTARES

NOTE

The plan shows one or more witness points which are not

shown on this plan.

THE PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON

SEPTEMBER 10, 2013 BY

SHARON BOSSIE, B.C.L.S. 802

THE PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON

SEPTEMBER 10, 2013 BY

SHARON BOSSIE, B.C.L.S. 802

THE PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON

SEPTEMBER 10, 2013 BY

SHARON BOSSIE, B.C.L.S. 802

CA8593295
MODIFICATION OF STATUTORY RIGHT
OF WAY BB3021791

LAND TITLE ACT
FORM C (Section 233) CHARGE

Nov-25-2020 11:03:54.001

CA8593295

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson
5GFTMZ**

Digitally signed by Pamela
Anne Johnson 5GFTMZ
Date: 2020.11.25 09:58:19
-08'00'

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

TEL.: 604-927-3000

DOC. NO.: 3891685

3561 Gislason - Modification of SRW

COQUITLAM

BC V3B 7N2

Document Fees: \$74.87

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-283

**LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN
EPP54547 EXCEPT PLANS EPP63984 AND EPP82845**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

CITY OF COQUITLAM

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

BRITISH COLUMBIA

V3B 7N2

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)

Execution Date

Transferor(s) Signature(s)

Stephanie Lam

A Commissioner for taking Affidavits in the Province of British Columbia

Legislative Services Manager

City of Coquitlam

3000 Guildford Way

Coquitlam BC V3B 7N2

Y	M	D
20	11	23

**CITY OF COQUITLAM, by its
authorized signatory(ies):**

Richard Stewart, Mayor

James Gilbert, 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 D**

EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Stephanie James
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam, BC V3B 7N2

Y	M	D
20	11	19

CITY OF COQUITLAM, by its
authorized signatory:

Michelle Hunt
General Manager, Finance, Lands and
Police

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	BB3021791	modification Statutory Right of Way BB3021791 (as modified by CA7489237)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT - PART 2
MODIFICATION OF STATUTORY RIGHT OF WAY
AND SECTION 219 COVENANT

THIS MODIFICATION dated for reference the date of execution by the City of the Form C or D to which this Modification is attached.

BETWEEN:

CITY OF COQUITLAM, a municipal corporation having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Grantor**”)

AND:

CITY OF COQUITLAM, a municipal corporation having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Grantor is the registered owner of all and singular that certain parcel of land situate in the City of Coquitlam, in the Province of British Columbia, described in the Form C attached hereto (the “**Lands**”);
- B. On the 6th day of May, 2014, pursuant to Section 218 of the *Land Title Act*, a statutory right of way in favour of the City was filed in the Land Title Office under number BB3021791 as a charge against the title to the Lands and modified by a modification filed in the Land Title Office under number CA7489237 (together, the “**Original Agreement**”); and
- C. The Grantor and the City have agreed to modify the Original Agreement to authorize the Grantor to install certain landscaping works within the Right of Way Area (as defined in the Original Agreement) and the Grantor has agreed to grant to the City a Section 219 covenant in connection with such modifications, each in accordance with the terms set out in this Modification.

NOW THEREFORE pursuant to Sections 218 and 219 of the *Land Title Act* and in consideration of the sum of One Dollar (\$1.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

- 1. The Original Agreement is hereby modified by inserting the following new section immediately after Section 2 of the Original Agreement:

“2A GRANTOR’S WORKS

- (a) Notwithstanding the covenants set out in Section 2 above but subject to Section 2A(b) below, the Grantor and the City agree that the Grantor has the right from time to time to enter over, upon and through the Right of

Way Area for the purposes of constructing, installing, laying down, altering, improving and maintaining fencing, soft landscaping or hard surfacing, including asphalt, gravel, brick or similar surface, on the Right of Way Area, and any associated works required in connection with such works (collectively, the “Grantor’s Works”).

- (b) In connection with the right of the Grantor under Section 2A(a), the Grantor covenants and agrees with the City that:
 - (i) prior to the construction or installation of any portion of the Grantor’s Works, the Grantor will submit detailed plans and specifications for the Grantor’s Works to the City for approval, and the Grantor will make such changes and amendments to such plans and specifications as are reasonably required by the City;
 - (ii) the Grantor will not commence any construction or installation, or cause, suffer or permit any construction or installation, of the Grantor’s Works, or any part thereof, until the City has approved the plans and specifications in accordance with Section 2A(b)(i);
 - (iii) the Grantor will, at all times and in a manner and to a standard satisfactory to the City, keep, reconstruct and replace the Grantor’s Works or portions thereof on or forming part of the Right of Way Area as required to maintain the Grantor’s Works in a continuous state of good repair and maintenance; and
 - (iv) the Grantor will be solely responsible for any costs, expenses or other liabilities related to the construction, installation, operation, maintenance and repair of the Grantor’s Works.
- (c) The parties covenant and agree that:
 - (i) any approval granted by the City pursuant to Section 2A(b)(i) will not interfere with, impair or otherwise limit the City’s right to exercise its rights on, or under or in respect of the Right of Way Area as set out in this Agreement; and
 - (ii) the City may but will not be responsible for or be required to repair or replace any of the Grantor’s Works that the City may damage, remove or relocate to enable the City to exercise its rights in or under the Right of Way Area as set out in this Agreement.
- (d) Notwithstanding anything contained in this Agreement, the Grantor’s Works will at all times remain the property of the Grantor.
- (e) The Grantor covenants and agrees with the City to indemnify and save harmless the City and the City’s elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees (collectively, the “City Personnel”) from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Grantor’s obligations under this Agreement) or causes of action which the City or the City Personnel may suffer or incur arising, whether directly or indirectly,

out of or in connection with the Grantor's use of the Right of Way Area as set out in this Agreement or any default by the Grantor, or the Grantor's directors, officers, employees, agents, contractors, licensees, invitees, tenants or permittees, in observing or performing the Grantor's obligations under this Agreement or otherwise as a result of this Agreement.

- (f) The Grantor covenants and agrees with the City that should the Grantor omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
 - (i) the Grantor will rectify such default within 30 days' of receipt of written notice thereof by the City;
 - (ii) if the Grantor fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
 - (iii) if the Grantor fails to take such positive action as the City considers necessary to rectify any default, the City may apply to court for a mandatory injunction requiring the Grantor to take such action; and
 - (iv) the Grantor will pay to the City on demand the aggregate of the City's costs of rectifying any default of the Grantor with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Grantor may owe to the City from time to time pursuant to this Agreement, and if the Grantor does not pay the City within 30 days from the date the Grantor receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum.
 - (g) The covenants set forth herein will charge the Lands pursuant to Section 219 of the *Land Title Act* and will be covenants the burden of which will run with the Lands and bind the successors in title to the Lands."
2. The parties hereby confirm and agree the Original Agreement, as modified hereby, remains in full force and effect.
 3. This Modification will be registered in the Land Title Office and will run with the Lands.
 4. This Modification will be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
 5. Wherever the singular and masculine are used in this Modification, they will be construed as meaning the plural or feminine or body corporate or politic where the context of the parties hereto so require.

6. This Modification may be executed and delivered in counterparts and by facsimile, or other equivalent means of electronic transmission.

IN WITNESS WHEREOF the parties have executed this Modification on Forms C and D to which this Modification is attached and which form part of this Modification, effective as of the date first above written.

CA8885602 COVENANT



1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

2. Description of Land

PID/Plan Number	Legal Description
029-760-283	LOT 4 SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP54547 EXCEPT PLANS EPP63984 AND EPP82845

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

**Stephanie James
Barrister & Solicitor**

City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-22**CITY OF COQUITLAM**

By their Authorized Signatory

**Print Name: Richard Stewart,
Mayor**

AS TO THE SIGNATURE OF STEPHANIE
LAM ONLY

**Print Name: ACTING CITY CLERK,
STEPHANIE LAM****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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

**Stephanie James
Barrister & Solicitor**

City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-22**CITY OF COQUITLAM**

By their Authorized Signatory

**Print Name: Richard Stewart,
Mayor**

AS TO THE SIGNATURE OF STEPHANIE
LAM ONLY



**Print Name: ACTING CITY CLERK,
STEPHANIE LAM**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson 5GFTMZ**

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-31
10:44:28 -07:00

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Owner**”)

AND:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Coquitlam, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the “**Lands**”);
- B. On the 6th day of May, 2014, pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250 (the “**Land Title Act**”), a statutory right of way in favour of the City was filed in the Land Title Office under number BB3021791 as a charge against title to the Lands and modified by a modification filed in the Land Title Office under number CA7489237 (together, the “**Original SRW**”);
- C. On the 25th day of November, 2020, pursuant to Section 218 of the *Land Title Act*, the Original SRW was further modified by a modification filed in the Land Title Office under number CA8593295 (the “**SRW Modification**” and together with the Original SRW, the “**SRW**”);
- D. The SRW Modification purported to contain a covenant pursuant to Section 219 of the *Land Title Act* that would charge the Lands that was not registered against the Lands due to deficiency, error or omission, and the City and Owner wish to rectify such deficiency, error or omission;
- E. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and

F. The Owner has agreed to grant this Section 219 Covenant against the Lands.

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of \$1.00 now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. The Owner covenants and agrees with the City that the covenants set forth in the SRW (the “**Covenants**”) will charge the Lands pursuant to Section 219 of the *Land Title Act* and will be covenants the burden of which will run with the Lands and bind the successors in title to the Lands.
2. The Covenants are hereby incorporated into this Agreement by reference and made a part hereof.
3. This Agreement will from the date hereof be read and construed along with the SRW.
4. 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.
5. Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors and assigns of such party wherever the context so requires or the parties so require.
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.
7. The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
8. This Agreement will be governed by and construed according to the laws of the Province of British Columbia.
9. This Agreement may be executed and delivered in counterpart and by electronic transmission.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

CA8885607

**EXTENSION OF STATUTORY RIGHT OF
WAY BB3021791 PART IN PLAN
EPP109170**

AND

CA8885608

**EXTENSION OF COVENANT
CA8885602**

DECLARATION(S) ATTACHED



Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
MAR 31 2021 10:56:23.012
CA8885607-CA8885608

1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

3561 Gislason Avenue
PROJ 20-073
Extension of Utility SRW BB3021791

2. Description of Land

PID/Plan Number	Legal Description
EPP103755	LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY	BB3021791	Extension of Statutory Right of Way BB3021791 (as Modified by CA748927 and _____) over that part shown on Plan EPP109170
COVENANT		Extension of Section 219 Covenant _____ over part formerly Lot A District Lot 8249 Group 1 New Westminster District Plan EPP103754

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie Lam
A Commissioner For Taking Affidavits
for British Columbia
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-17**CITY OF COQUITLAM**

By their Authorized Signatory

Print Name: Richard Stewart,
Mayor

Print Name: James Gilbert, 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Nobel
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15**CITY OF COQUITLAM**

By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands, and Police

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

Charge

General Instrument – Part 1

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson 5GFTMZ**

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-19
09:01:31 -07:00

TERMS OF INSTRUMENT – PART 2**EXTENSION OF STATUTORY RIGHT OF WAY BB3021791 and 219 COVENANT**

THIS MODIFICATION dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement.

BETWEEN:

CITY OF COQUITLAM, a municipal corporation having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “Owner”)

AND:

CITY OF COQUITLAM, a municipal corporation having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “City”)

WHEREAS:

- A. The Owner is the registered owner of all and singular that certain parcel of land situate in the City of Coquitlam, in the Province of British Columbia, described in the Form C attached hereto (the “Lands”);
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “*Land Title Act*”) provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;
- C. Section 219 of the *Land Title Act* states, *inter alia*, that a covenant, in favour of the City, registered as a charge against title to land may be modified by the holder of the charge and the owner of the land charged;
- D. A statutory right of way is registered against the Lands under registration number BB3021791 (as modified by CA748927), which statutory right of way was further modified by a modification registered against the Lands under registration number _____ (collectively, the “SRW”) and a covenant is registered against Lands under registration number _____ (the “Covenant” and together with the SRW, the “Original Agreement”);

- E. The City has requested the Owner, and the Owner has agreed, to modify the Original Agreement to:
- (i) extend the charge of the Covenant over the Additional Covenant Area (as defined below), and
 - (ii) extend the charge of the SRW over the Additional Right of Way Area (as defined below),
- as more specifically described herein; and
- F. The extension of statutory right of way over the Additional Right of Way Area is necessary for the operation and maintenance of the City's undertaking.

NOW THEREFORE pursuant to Sections 218 and 219 of the *Land Title Act* and in consideration of the sum of \$1.00 now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. EXTENSION OF SRW AND COVENANT

- (a) The Owner hereby extends the charge of the SRW over that portion of the Lands shown outlined in bold on Plan EPP109170 dated the 18th day of February, 2021 and prepared by Emily D. Freeman, B.C.L.S. (the "**Additional Right of Way Area**"), a reduced copy of which is attached as Schedule "A" hereto, and the Additional Right of Way Area shall be deemed to form part of the Right of Way Area (as that term is defined in the Original Agreement).
- (b) The Owner hereby extends the charge of the Covenant over that portion of the Lands formerly known as Lot A District Lot 8249 Group 1 New Westminster District Plan EPP103754 (the "**Additional Covenant Area**") and the Additional Covenant Area shall be deemed to form part of the Lands (as that term is defined in the Original Agreement).
- (c) All covenants, clauses, conditions and stipulations contained in the Original Agreement shall apply and relate to the Additional Right of Way Area and Additional Covenant Area, respectively, fully and in the same manner as if the same had been set forth in the Original Agreement.
- (d) This Modification will from the date hereof be read and construed along with the Original Agreement and be treated as part thereof and for such purposes and so far as may be necessary the Original Agreement shall be regarded as being hereby modified and extended, and the Original Agreement as so modified and extended together with all the covenants and provisions thereof shall remain in full force and effect.

2. GENERAL

The following general provisions shall apply to this Modification:

- (a) any capitalized term used in this Modification that is not a proper noun will have the meaning as defined herein, unless a contrary intention appears;
- (b) this Modification will be registered in the Land Title Office and will run with the Lands;
- (c) wherever the singular and masculine are used in this Modification, they will be construed as meaning the plural or feminine or body corporate or politic where the context of the parties hereto so require;
- (d) this Modification will be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- (e) this Modification may be executed and delivered in counterparts and by facsimile, or other equivalent means of electronic transmission.

IN WITNESS WHEREOF the parties have executed this Modification on Forms C to which this Modification is attached and which form part of this Modification, effective as of the date first above written.

SCHEDULE "A"

Reduced Copy of Plan EPP109170

(see attached)

STATUTORY RIGHT OF WAY PLAN OF PART OF LOT 1, SECTION 7, TOWNSHIP 40, AND DISTRICT LOT 8249, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP103755

PLAN EPP109170

PURSUANT TO SECTION 113, LAND TITLE ACT

BCGS 923.027

0 20 40m

THE INTENDED PLOT SIZE OF THIS PLAN IS 200mm IN WIDTH BY 432mm IN HEIGHT
(0.825) WHICH PLOTTED AT A SCALE OF 1:1000

INTEGRATED SURVEY AREA No. 14, COQUITLAM NAD83 (CSRS) 4.0.0.BC.1 MVRD
GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS
AND ARE REFERENCED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

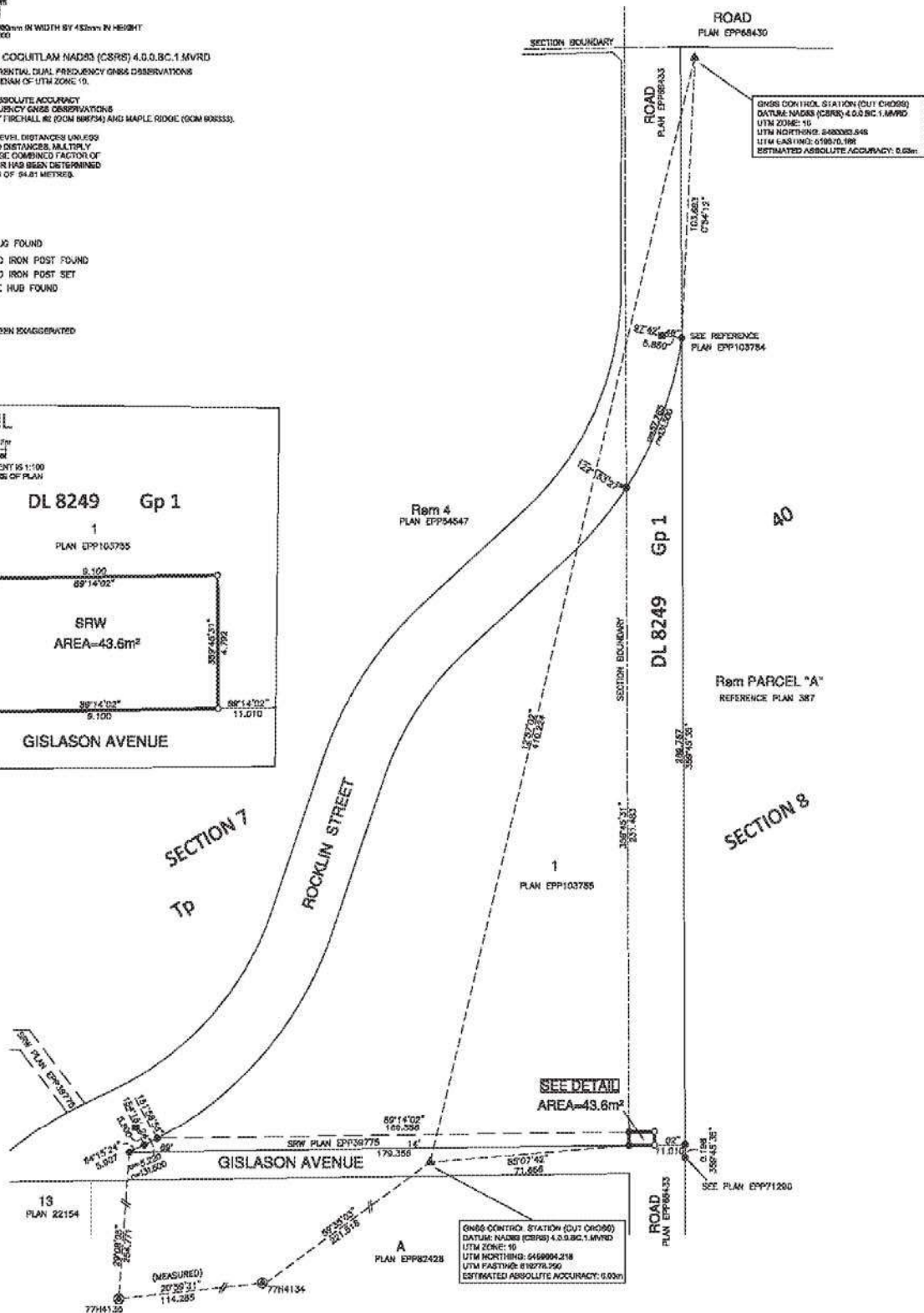
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY
ACHIEVED ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS
TO 30 ACTIVE CONTROL STATIONS SURROUNDING FIRCHALL RD (BCN 888754) AND MAPLE RIDGE (BCN 908553).

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY
GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF
0.999980. THIS AVERAGE CORRECTION FACTOR HAS BEEN DETERMINED
BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 94.81 METRES.

LEGEND

SYMBOLS	DESCRIPTION
■	DENOTES LEAD PILE FOUND
●	DENOTES STANDARD IRON POST FOUND
○	DENOTES STANDARD IRON POST SET
▲	DENOTES TRAVERSE HUB FOUND

NOTE: SOME LINES AND SYMBOLS HAVE BEEN ENLARGED FOR CLARITY.



**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA8885607

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or

(b) you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or

(c) if the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

Pamela Anne Johnson 5GFTMZ	Digitally signed by
	Pamela Anne
	Johnson 5GFTMZ
	Date: 2021.03.31 11:09:48 -07'00'

I, Pamela Johnson, Staff Lawyer of City of Coquitlam, declare that:

1. A Form C Extension of Statutory Right of Way and Section 219 Covenant was filed for registration in the New Westminster Land Title Office on March 31, 2021 under numbers CA8885607 and CA8885608 (together, the "Charge").

2. I request that the Registrar permit that the blanks contained in the Charge to be completed as follows:

(a). the additional information at Item 2 at Page 1 of the Charge in respect of the statutory right of way charge be completed as follows:

"Extension of Statutory Right of Way BB3021791 (as Modified by CA748927 and CA8593295) over that part shown on Plan EPP109170"

(b). Item 2 at Page 1 of the Charge in respect of the covenant charge be completed by inserting CA8885602 as the charge number and completing the additional information as follows:

"Extension of Section 219 Covenant CA8885602 over part formerly Lot A District Lot 8249 Group 1 New Westminster District Plan EPP103754"

(c). Recital D at Page 3 of the Charge be completed as follows:

"A statutory right of way is registered against the Lands under registration number BB3021791 (as modified by CA748927), which statutory right of way was further modified by a modification registered against the Lands under registration number CA8593295 (collectively, the "SRW") and a covenant is registered against Lands under registration number CA8885602 (the "Covenant" and together with the SRW, the "Original Agreement");"

I make this Declaration and know it to be true based on personal information/reasonable belief. I have the consent of all parties to make these changes.

Pamela Johnson
Staff Lawyer

NOTE:

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

Fee Collected for Document: \$0.00

CA8885609

COVENANT



1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

3561 Gislason Avenue
PROJ 20-073
Covenant re Tree Protection / Tree Replanting

2. Description of Land

PID/Plan Number	Legal Description
EPP103755	LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie Lam
A Commissioner for Taking Affidavits
for British Columbia
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-17

CITY OF COQUITLAM

By their Authorized Signatory

Print Name: Richard Stewart,
Mayor

Print Name: James Gilbert, 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Noble
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15

CITY OF COQUITLAM

By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands, and Police

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.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson 5GFTMZ**

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-19
09:02:43 -07:00

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT – Tree Protection / Tree Replanting

THIS AGREEMENT dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Owner**”)

AND:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Coquitlam, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the “**Lands**”);
- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the “**Land Title Act**”), state that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality;
- C. The Owner wishes to develop the Lands and it is a condition of the City granting its approval for such development that the Owner enter into this Agreement with the City; and
- D. The Owner has agreed to grant this Section 219 Covenant against the Lands.

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of \$1.00 now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. The Owner covenants and agrees with the City that it shall not build, place, install or construct any buildings or improvements on the Lands except in accordance and in compliance with the recommendations contained in the Arboricultural Inventory and Report and Tree Protection Plan (collectively, the

“**Report**”) prepared by Diamond Head dated January 25, 2021 and attached hereto as Schedule A.

2. The Owner covenants and agrees with the City that it will comply with the tree protection and retention requirements and recommendations set out in the Report and, notwithstanding that the Owner may be otherwise entitled, the Owner will not, and will not suffer or permit any other person to:
 - a. apply for an occupancy permit or certificate for all or part of any building or structure constructed on the Lands (“**Building**”);
 - b. take any action to compel issuance of an occupancy permit or certificate for all or part of a Building;
 - c. occupy all or part of a Building; or
 - d. permit a Building or any portion thereof to be occupied,and the City will not be obligated to issue an occupancy permit or certificate or permit occupancy of any Building, unless and until the Owner has planted any required or recommended trees in accordance with the recommendations in the Report and has replaced, unless otherwise agreed to by the City, any trees not retained as required under the Report, in each instance to the satisfaction of the City’s Urban Forestry Section of the Parks, Recreation and Culture Department.
3. The Owner acknowledges and agrees that the City may revoke any occupancy permit or certificate issued for all or any portion of a Building if such occupancy permit or certificate is inadvertently issued or the Owner occupies a Building in contravention of this Agreement.
4. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.
5. The Owner covenants and agrees with the City that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
 - a. the Owner shall rectify such default within 30 days’ of receipt of written notice thereof by the City;
 - b. if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;

- c. if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
 - d. the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.
- 6. The Owner hereby agrees to indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the "**City Personnel**") from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of action which the City and the City Personnel, or any of them, may suffer, incur, or be put, arising, whether directly or indirectly, from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, from any refusal by the City to issue, or any revocation by the City of, any occupancy permit or certificate in accordance with the terms of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement.
- 7. Notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreement as provided in the terms of this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel will be liable for anything done or not done pursuant to or associated with any provision of this Agreement or anything contemplated hereby and the Owner hereby releases the City and the City Personnel from any and against all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner arising from the granting or existence of this Agreement, or any default of the Owner under or in respect of this Agreement.
- 8. Notwithstanding anything contained herein, the Owner covenants and agrees that this Section 8 and Sections 5, 6 and 7 hereof shall survive termination or release of this Agreement.

9. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
 - a. the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
 - b. mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.
10. The City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.
11. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and that this Agreement may only be modified or discharged by agreement of the City, pursuant to the provisions of the *Land Title Act*.
12. 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.
13. 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.

14. Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors and assigns of such party wherever the context so requires or the parties so require.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.
16. The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
17. Time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other.
18. If the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several.
19. This Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supersede all prior agreements or understandings about such matters.
20. This Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

SCHEDULE A

REPORT
(see attached)

Arboricultural Inventory and Report

For:

The City of Coquitlam

Fremont Park – 3561 Gislason
Coquitlam, BC



To be submitted with Tree Retention and Removal Plan
dated January 25, 2021

Submitted to:

Jacob Edenloff, Land Development Planner
City of Coquitlam
3000 Guilford Way
Coquitlam, BC
V3B 7N2

Date: 2021 01 25

Submitted by:



The following Diamond Head Consulting staff conducted the on-site tree inventory and prepared or reviewed the report.

All general and professional liability insurance and staff accreditations are provided below for reference.

Supervisor:



Michael Harrhy, B.Sc., MSFM
Registered Professional Forester
ISA Certified Arborist (PN-8025A)
ISA Tree Risk Assessment Qualified (TRAQ)
BC Wildlife and Danger Tree Assessor
Biologist in Training

Project Staff:



Mike Coulthard, R.P.Bio., R.P.F.
Senior Forester, Biologist
Certified Tree Risk Assessor (46)

Please contact us if there are any questions or concerns about the contents of this report.

Contact Information:

Phone: 604-733-4886
Fax: 604-733-4879
Email: mikeharrhy@diamondheadconsulting.com or mike@diamondheadconsulting.com
Website: www.diamondheadconsulting.com

Insurance Information:

WCB: # 657906 AQ (003)
General Liability: Northbridge General Insurance Corporation - Policy #CBC1935506, \$10,000,000
Errors and Omissions: Lloyds Underwriters – Policy #1010615D, \$1,000,000

Scope of Assignment:

Diamond Head Consulting Ltd. (DHC) was retained to complete an arboricultural assessment to supplement the proposed development of Fremont Park and the adjacent property of 3561 Gislason. This report contains an inventory of significant trees and summarizes management recommendations with respect to future development plans and construction activities. This report is produced with the following primary limitations, detailed limitations specified in Appendix 7:

- 1) Our investigation is based solely on visual inspection of the trees during our last site visit. This inspection is conducted from ground level. We do not conduct aerial inspections, soil tests or below grade root examinations to assess the condition of tree root systems unless specifically contracted to do so.
- 2) Unless otherwise stated, tree risk assessments in this report are limited to trees with a *high* or *extreme* risk rating in their current condition, and in context of their surrounding land use at the time of assessment.
- 3) The scope of work is primarily determined by site boundaries and local tree-related bylaws. Only trees specified in the scope of work were assessed.
- 4) Beyond six months from the date of this report, the client must contact DHC to confirm its validity because site base plans and tree conditions may change beyond the original report's scope. Additional site visits and report revisions may be required after this point to ensure report accuracy for the municipality's development permit application process. Site visits and reporting required after the first submission are not included within the original proposal fee and will be charged to the client at an additional cost.

The client is responsible for:

- Reviewing this report to understand and implement all tree **risk**, removal and protection requirements related to the project.
- Understanding that we did not assess trees off the subject property and therefore cannot be held liable for actions you or your contractors may undertake in developing this property which may affect the trees on neighboring properties.
- Obtaining a tree removal permit from the relevant municipal authority prior to any tree cutting.
- Obtaining relevant permission from adjacent property owners before removing off-site trees and vegetation.
- Obtaining a timber mark if logs are being transported offsite.
- Ensuring the project is compliant with the tree permit conditions.
- Constructing and maintaining tree protection fencing.
- Ensuring an arborist is present onsite to supervise any works in or near tree protection zones.

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1.0 Introduction

The City of Coquitlam has retained Diamond Head Consulting to assess the stability of a new forest edge that will be exposed along the west side of Fremont Park when the adjacent property, 3561 Gislason is cleared for development. The purpose of this assessment and report is to establish a new forest edge to protect existing trees within the park and provide documentation pertaining to their protection. This report provides recommendations for tree protection and management per the recommendations in the Stand Stability Assessment prepared for the same project.

1.1 Site Overview

The assessed area focuses on the western boundary of Fremont Park adjacent to 3561 Gislason. The assessment area extends from the southwest corner of the park on Victoria Drive north to Burke Village Promenade. The forested area within this project area includes an uneven aged second growth stand. It was originally cleared following logging approximately 80 years ago. There are now two distinct stand types found within the study area.

Stand Type 1. The northern part of the assessment area appears to have been disturbed or selectively cut in certain areas since it was originally cleared. It now has an uneven structure with canopy gaps and a range of tree sizes and ages. It is typified by a low density (25-50 stems/ha) of young pioneer deciduous trees with scattered conifers. Deciduous trees in this area generally are in poor condition. Red alder are most abundant, of which the oldest trees have dead tops, declining crowns and/or decay in the stems. A vigorous shrub layer of vine maple, hazelnut and salmon berry dominate the understory.

Stand Type 2. This stand is at the south end of the assessment area. It is mature and predominantly coniferous. The stand is moderately dense (400 stems/ha) with the dominant trees reaching 40-45m tall. The species composition includes mostly western hemlock with Douglas-fir and a minor component of bigleaf maple and western redcedar. Recent development and road construction at the southwest corner of this stand has damaged some trees along its edge.

1.2 Report Objective

This report outlines the existing condition of protected trees on and adjacent to the property, summarizes the proposed tree retention and removal, and suggests guidelines for protecting retained trees during the construction process.



Figure 1. The assessment area in context of the surrounding landscape and infrastructure.

2.0 Process and Methods

Michael Harrhy and Mike Coulthard of DHC visited the site on June 18, 2020. Michael Harrhy revisited the site on November 11, 2020. The following methods and standards are used throughout this report.

2.1 Tree Inventory

Trees on site and trees shared with adjacent properties were marked with a numbered tag and assessed for attributes including: species; height measured to the nearest meter; and, diameter at breast height (DBH) measured to the nearest centimeter at 1.4 m above grade. Off-site trees were inventoried, but not tagged. The general health and structural integrity of each tree was assessed visually and assigned to one of five categories: *excellent*; *good*; *moderate*; *poor*; or *dying/dead*. Descriptions of the health and structure rating criteria are given in Appendix 3.

Tree retention value, categorized as *high*, *medium*, *low*, or *nil*, was assigned to each tree or group of trees based on their health and structure rating, and potential longevity in a developed environment. Descriptions of the retention value ratings are given in Appendix 4. Recommendations for tree retention or removal were determined by taking in to account a tree's retention value rating, its location in relation to proposed building envelopes and development infrastructure.

2.2 Tree Risk Assessment

Tree risk assessments were completed following methods of the ISA Tree Risk Assessment Manual¹ published in 2013 by the International Society of Arboriculture, which is the current industry standard for assessing tree risk. This methodology assigns risk based on the likelihood of failure, the likelihood of impact and the severity of consequence if a failure occurs. Only on-site hazard trees that had *high* or *extreme* risk ratings in their current condition and in context of their surrounding land use were identified and reported in section 3.2. Appendix 5 gives the likelihood and risk rating matrices used to categorize tree risk. DHC recommends that on-site trees be re-assessed for risk after the site conditions change (e.g. after damaging weather events, site disturbance from construction, creation of new targets during construction or in the final developed landscape).

2.3 Tree Protection

Tree protection zones were calculated for each tree according to a minimum standard of 10 x DBH or dripline plus 1 m, whichever is larger, but may be modified based on professional judgement of the project arborist to accommodate species specific tolerances and site specific growing conditions.

¹ Dunster, J.A., Smiley, E.T., Matheny, N. and Lilly, S. (2013). Tree Risk Assessment Manual. *International Society of Arboriculture*. Champaign, Illinois.

3.0 Findings: Tree Inventory and Risk Assessment

3.1 Tree Inventory

Row Labels	Remove	Retain	Wildlife	Grand Total
Douglas-Fir		4		4
Red Alder	12		2	14
Western Hemlock	5	4	2	11
Grand Total	17	8	4	29

4.0 Tree Replacement

Tree replacement criteria were calculated using provincial guidelines for replacement trees by diameter class. The total number of required replacement trees is 97. Tree replacement recommendations are provided in a detailed planting plan, submitted separately from this report. For each tree to be removed, two will be planted. The planting plan will maintain the canopy of the site, considering the declining condition of many trees being removed. Biodiversity and climate change have been considered in our planting recommendations.

5.0 Discussion and Summary

This arborist report is a brief, technical summary of the tree removal and retention recommendations made in a previously prepared *Stand Stability Assessment* for the same area. Retaining stable edge trees through the development of 3561 Gislason will require that tree protection barriers be installed prior to land clearing and grubbing of the site. Grades within the critical root zones of retained trees must be maintained; swales, retaining walls, and services should be planned to remain outside of the root zones. The project arborist should be consulted if any works are proposed within 1m of a critical root zone. We understand that protective covenants have been applied to the retained trees.

Several trees have been impacted by nearby construction work. To mitigate the impacts, we suggest that wood mulch from the land clearing activity be spread through the root zone of the damaged trees, to a depth of 10cm. Wood mulch helps retain moisture in the soil and has the added benefit of delaying the establishment of invasive species.

Tree removals should be undertaken during the clearing and site preparation of the development to the west. Trees within Fremont Park can be fallen onto the development site if safe to do so. Falling trees back into the Park and bucking flat is recommended. Tracked equipment such as an excavator or feller-buncher may be required to safely remove some of the weakest and most decayed trees. Exposing a tree faller to the overhead hazard may be an unacceptable risk.

Appendix 1 Complete Tree Inventory Table

The complete tree inventory below contains information on tree attributes and recommendations for removal or retention. Tree ownership in this inventory table is not definitive, its determination here is based on information available from the legal site survey, GPS locations, and field assessment during site visits. Tree Protection Zones are measured from the outer edge of a tree's stem. If using these measurements for mapping the tree protection zone, $\frac{1}{2}$ the tree's diameter must be added to the distance to accommodate a survey point at the tree's center. Where tree protection fencing is proposed to vary from the minimum municipal TPZ, comments will be included in the Retention/TPZ comments and shown on the Tree Retention and Removal Plan.

*TPZ is the tree protection zone size required by the relevant municipal bylaw or, if not defined, the project arborist.

Tag #	Species Common Name	Botanical Name	DBH (cm)	Height (m)	Health and Structure Rating	Comments	Retention Value Rating	Retain/ Remove	Retention/TPZ Comments	*TPZ (m)	Replace- ment trees
576	Red Alder	Alnus rubra	43	14	Poor	Mature tree in decline. Slight lean west toward edge. Tree behind not tall enough to reach property line.	Low	Remove			4
577	Red Alder	Alnus rubra	36	12	Poor	Mature tree in decline. Southern lean parallel to edge. Root zone is vulnerable to work near property line.	Low	Remove			4
578	Red Alder	Alnus rubra	50	12	Dying	In a group of dead and dying trees.	Low	Remove			6
579	Red Alder	Alnus rubra	41	10	Dying	In a group of dead and dying trees.	Low	Remove			4
580	Red Alder	Alnus rubra	41	10	Dead	A soft snag in a group of dead and dying trees.	Nil	Remove			4
581	Red Alder	Alnus rubra	42	10	Dead	A soft snag in a group of dead and dying trees.	Nil	Remove			4
582	Red Alder	Alnus rubra	45	11	Dead	A soft, crumbling snag that leans toward the property line.	Nil	Remove			4

Tag #	Species Common Name	Botanical Name	DBH (cm)	Height (m)	Health and Structure Rating	Comments	Retention Value Rating	Retain/ Remove	Retention/TPZ Comments	*TPZ (m)	Replace- ment trees
583	Red Alder	Alnus rubra	55	12	Dying	In decline. Leans south, parallel to property line. Three stems. Only the largest is suitable for conversion to wildlife tree.	Low	Wildlife	Top at 5 to create wildlife stem, finish with coronet pruning.		6
584	Red Alder	Alnus rubra	55	12	Poor	In decline. Crown dieback. Vertical stem. Three stems. Only the largest is suitable for conversion to wildlife tree.	Low	Wildlife	Top at 10m to create wildlife stem, finish with coronet pruning.		6
585	Red Alder	Alnus rubra	33	14	Dead	Recently dead. Near the property line.	Low	Remove			4
586	Western Hemlock	Tsuga heterophylla	91	32	Moderate	Lower 5m has decay in the stem. Deep crown.	Low	Wildlife	Top at 10m to create wildlife stem, finish with coronet pruning.		8
587	Western Hemlock	Tsuga heterophylla	71	30	Moderate	Deep crown with moderate taper. This tree is open grown and moderately adapted to exposure.	Medium	Retain		7.1	
588	Red Alder	Alnus rubra	28	15	Poor	Thin, declining crown. Limited taper. On property line.	Low	Remove			3
589	Western Hemlock	Tsuga heterophylla	48	20	Good	Deep crown with moderate taper. This tree is open grown and moderately adapted to exposure. Roots in edge of stump are not a concern.	Medium	Retain		4.8	

Tag #	Species Common Name	Botanical Name	DBH (cm)	Height (m)	Health and Structure Rating	Comments	Retention Value Rating	Retain/Remove	Retention/TPZ Comments	*TPZ (m)	Replacement trees
590	Western Hemlock	Tsuga heterophylla	48	30	Poor	Mature tree in decline. Likely to die in next 5 years. Codominant top is a significant structural weakness.	Low	Wildlife	Top at 10m to create wildlife stem, finish with coronet pruning.		6
591	Western Hemlock	Tsuga heterophylla	45	18	Good	Young tree with moderate taper and good crown. Note English ivy at base should be treated before it establishes in this park.	Medium	Retain	Remove English ivy from stem.	4.5	
592	Red Alder	Alnus rubra	40	18	Dead	Leans south.	Nil	Remove			4
593	Red Alder	Alnus rubra	35	18	Dead	Leans south.	Nil	Remove			4
594	Red Alder	Alnus rubra	57	20	Poor	Major decay cavity compromises stem.	Nil	Remove			6
595	Western Hemlock	Tsuga heterophylla	21	10	Moderate	Intermediate.	Low	Retain	Too small to pose a risk	3	
596	Western Hemlock	Tsuga heterophylla	28	25	Moderate	Intermediate. Will be unstable once exposed.	Low	Remove			3
597	Western Hemlock	Tsuga heterophylla	27	25	Moderate	Intermediate. Will be unstable once exposed.	Low	Remove			3
598	Western Hemlock	Tsuga heterophylla	34	25	Moderate	Growing on property line. This tree will be unstable once exposed.	Low	Remove			4
599	Western Hemlock	Tsuga heterophylla	47	25	Moderate	Growing near property line. This tree will be unstable once exposed.	Low	Remove			6

Tag #	Species Common Name	Botanical Name	DBH (cm)	Height (m)	Health and Structure Rating	Comments	Retention Value Rating	Retain/ Remove	Retention/TPZ Comments	*TPZ (m)	Replace- ment trees
600	Douglas- Fir	Pseudotsuga menziesii	112	48	Good	Dominant, windfirm tree at existing stand edge.	High	Retain	Critical root zone crosses property line into SRW. Ensure grades within root zone are maintained and tree protection fencing is kept in good order.	10	
982	Western Hemlock	Tsuga heterophylla	41	22	Poor	Severe crook in stem. Will be at risk of failing once exposed.	Low	Remove			4
981	Douglas- Fir	Pseudotsuga menziesii	71	40	Moderate	Exposed at existing edge. Root zone on west side has been disturbed by construction. Wound on south side has good reaction wood.	High	Retain	Retain and monitor condition. Critical root zone crosses property line into SRW. Ensure grades within root zone are maintained and tree protection fencing is kept in good order.	7.1	
980	Douglas- Fir	Pseudotsuga menziesii	57	38	Moderate	Exposed at existing edge. Root zone on west side has been disturbed by construction. Wound on south side has good reaction wood. Codominant in stand, relies on larger adjacent firs for stability.	Medium	Retain	Retain and monitor condition. Consider spreading wood mulch from land clearing onto root zone to mitigate past damage.	5.7	

Tag #	Species Common Name	Botanical Name	DBH (cm)	Height (m)	Health and Structure Rating	Comments	Retention Value Rating	Retain/ Remove	Retention/TPZ Comments	*TPZ (m)	Replace- ment trees
979	Douglas- Fir	Pseudotsuga menziesii	62	38	Moderate	Exposed at existing edge. Root zone on west side has been disturbed by construction. Wound on south side has good reaction wood. Codominant in stand, relies on larger adjacent firs for stability.	Medium	Retain	Retain and monitor condition. Consider spreading wood mulch from land clearing onto root zone to mitigate past damage.	6.2	

Appendix 2 Site Photographs



Photo 1. View of Fremont Park, looking south from the around the property line, showing the transition between deciduous and mature conifer stands.



Photo 2. The southwestern edge of Fremont park shows the structure of typical Douglas fir edge trees.



Photo 3. Following tree removals at the edge of the stand, significant canopy of shrubs and deciduous trees will remain on the site.



Photo 4. The bases of smaller hemlocks in the conifer stand



Photo 5. The deciduous stand.

Appendix 3 Tree Health and Structure Rating Criteria

The tree health and structure ratings used by Diamond Head Consulting summarize each tree based on both positive and negative attributes using five stratified categories. These ratings indicate health and structural conditions that influence a tree's ability to withstand local site disturbance during the construction process (assuming appropriate tree protection) and benefit a future urban landscape.

Excellent: Tree of possible specimen quality, unique species or size with no discernible defects.

Good: Tree has no significant structural defects or health concerns, considering its growing environment and species.

Moderate: Tree has noted health and/or minor to moderate structural defects. This tree can be retained, but may need mitigation (e.g., pruning or bracing) and monitoring post-development. A moderate tree may be suitable for retention within a stand or group, but not suitable on its own.

Poor: Tree is in serious decline from previous growth habit or stature, has multiple defined health or structural weaknesses. It is unlikely to acclimate to future site use change. This tree is not suitable for retention within striking distance of most targets.

Dying/Dead: Tree is in severe decline, has severe defects or was found to be dead.

Appendix 4 Tree Retention Value Rating Criteria

The tree retention value ratings used by Diamond Head Consulting provide guidance for tree retention planning. Each tree in an inventory is assigned to one of four stratified categories that reflect its value as a future amenity and environmental asset in a developed landscape. Tree retention value ratings take in to account the health and structure rating, species profile*, growing conditions and potential longevity assuming a tree's growing environment is not compromised from its current state.

High: Tree suitable for retention. Has a good or excellent health and structure rating. Tree is open grown, an anchor tree on the edge of a stand or dominant within a stand or group. Species of *Populus*, *Alnus* and *Betula* are excluded from this category.

Medium: Tree suitable for retention with some caveats or suitable within a group**. Tree has moderate health and structure rating, but is likely to require remedial work to mitigate minor health or structural defects. Includes trees that are recently exposed, but wind firm, and trees grown on sites with poor rooting environments that may be ameliorated.

Low: Tree has marginal suitability for retention. Health and structure rating is moderate or poor; remedial work is unlikely to be viable. Trees within striking distance of a future site developments should be removed.

Nil: Tree is unsuitable for retention. It has a dying/dead or poor health and structure rating. It is likely that the tree will not survive, or it poses an unacceptable hazard in the context of future site developments.

* The species profile is based upon mature age and height/spread of the species, adaptability to land use changes and tree species susceptibility to diseases, pathogen and insect infestation.

** Trees that are 'suitable as a group' have grown in groups or stands that have a single, closed canopy. They have not developed the necessary trunk taper, branch and root structure that would allow them to be retained individually. These trees should only be retained in groups.

Appendix 5 Risk Rating Matrices

Trees with a *probable* or *imminent* likelihood of failure, a *medium* or *high* likelihood of impacting a specified target, and a *significant* or *severe* consequence of failure have been assessed for risk and included in this report (Section 3.2). These two risk rating matrices showing the categories used to assign risk are taken without modification to their content from the International Society of Arboriculture Tree Risk Assessment Qualification Manual.

Matrix 1: Likelihood

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2: Risk Rating

Likelihood of Failure and Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Appendix 6 Construction Guidelines

Tree management recommendations in this report are made under the expectation that the following guidelines for risk mitigation and proper tree protection will be adhered to during construction.

Respecting these guidelines will prevent changes to the soil and rooting conditions, contamination due to spills and waste, or physical wounding of the trees. Any plans for construction work and activities that deviate from or contradict these guidelines should be discussed with the project arborist so that mitigation measures can be implemented.

Tree Protection Zones

A Tree protection zone (TPZ) is determined using either dripline or a DBH multiplier to define a radius measured in all directions from the outside of a tree's trunk. It is typically determined according to local municipal bylaw specifications and may be modified based on professional judgement of the project arborist to accommodate species specific tolerances and site specific growing conditions. For retained trees, the TPZ and fencing indicated in this report are proposed as suitable in relation to the level of disturbance proposed on the site plan provided to the project arborist. Arborist consultation is required if any additional work beyond the scope of the plans provided is proposed near the tree. Work done in addition to the proposed impacts discussed in this report may cause the tree to decline and die.

Tree Protection Fencing: Tree protection zones (TPZs) will be protected by Tree Protection Fencing except where site features constrict roots (e.g., retaining walls or roads), where continual access is required (e.g., sidewalks), or when an acceptable encroachment into the TPZ is proposed, in which case the fencing will be modified. Tree Protection Fencing is shown on the Tree Protection Plan and, where it varies from the TPZ, the rationale is described in the inventory table in Section 3.1.

Within a TPZ, no construction activity, including materials storage, grading or landscaping, may occur without project arborist approval. Within the TPZ, the following are tree preservation guidelines based on industry standards for best practice and local municipal requirements:

- No soil disturbance or stripping.
- Maintain the natural grade.
- No storage, dumping of materials, parking, underground utilities or fires within TPZs or tree driplines.
- Any planned construction and landscaping activities affecting trees should be reviewed and approved by a consulting arborist.
- Install specially designed foundations and paving when these structures are required within TPZs.
- Route utilities around TPZs.
- Excavation within the TPZs should be supervised by a consultant arborist.
- Surface drainage should not be altered in such a way that water is directed in or out of the TPZ.

- Site drainage improvements should be designed to maintain the natural water table levels within the TPZ.

Prior to any construction activity, Tree Protection Fencing must be constructed as shown on the Tree Protection Plan. The protection barrier or temporary fencing must be at least 1.2 m in height and constructed of 2" by 4" lumber with orange plastic mesh screening. Tree Protection Fencing must be constructed prior to tree removal, excavation or construction and remain intact for the entire duration of construction.

Unsurveyed Trees

Unsurveyed trees identified by DHC in the Tree Retention Plan have been hand plotted for approximate location only using GPS coordinates and field observations. The location and ownership of unsurveyed trees cannot be confirmed without a legal surveyed. The property owner or project developer must ensure that all relevant on- and off-site trees are surveyed by a legally registered surveyor, whether they are identified by DHC or not.

Removal of logs from sites

Private timber marks are required to transport logs from privately-owned land in BC. It is property owner's responsibility to apply for a timber mark prior to removing any merchantable timber from the site. Additional information can be found at: <http://www.for.gov.bc.ca/hth/private-timber-marks.htm>

Regulation of Soil Moisture and Drainage

Excavation and construction activities adjacent to TPZs can influence the availability of moisture to protected trees. This is due to a reduction in the total root mass, changes in local drainage conditions, and changes in exposure including reflected heat from adjacent hard surfaces. To mitigate these concerns the following guidelines should be followed:

- Soil moisture conditions within the tree tree protection zones should be monitored during hot and dry weather. When soil moisture is inadequate, supplemental irrigation should be provided that penetrates soil to the depth of the root system or a minimum of 30 cm.
- Any planned changes to surface grades within the TPZs, including the placement of mulch, should be designed so that any water will flow away from tree trunks.
- Excavations adjacent to trees can alter local soil hydrology by draining water more rapidly from TPZs more rapidly than it would prior to site changes. It is recommended that when excavating within 6 m of any tree, the site be irrigated more frequently to account for this.

Root Zone Enhancements and Fertilization

Root zone enhancements such as mulch, and fertilizer treatments may be recommended by the project arborist during any phase of the project if they deem it necessary to maintain tree health and future survival.

Paving Within and Adjacent to TPZs

If development plans propose the construction of paved areas and/or retaining walls close to TPZs, measures should be taken to minimize impacts. Construction of these features would raise concerns for proper soil aeration, drainage, irrigation and the available soil volume for adequate root growth. The following design and construction guidelines for paving and retaining walls are recommended to minimize the long-term impacts of construction on protected trees:

- Any excavation activities near or within the TPZ should be monitored by a certified arborist. Structures should be designed, and excavation activities undertaken to remove and disturb as little of the rooting zone as possible. All roots greater than 2 cm in diameter should be hand pruned by a Certified Arborist.
- The natural grade of a TPZ should be maintained. Any retaining walls should be designed at heights that maintain the existing grade within 20 cm of its current level. If the grade is altered, it should be raised not reduced in height.
- Compaction of sub grade materials can cause trees to develop shallow rooting systems. This can contribute to long-term pavement damage as roots grow. Minimizing the compaction of subgrade materials by using structural soils or other engineered solutions and increasing the strength of the pavement reduces reliance on the sub-grade for strength.
- If it is not possible to minimize the compaction of sub-grade materials, subsurface barriers should be considered to help direct roots downward into the soil and prevent them from growing directly under the paved surfaces.

Plantings within TPZs

Any plans to landscape the ground within the TPZ should implement measures to minimize negative impacts on the above or below ground parts of a tree. Existing grass layer in TPZs should not be stripped because this will damage surface tree roots. Grass layer should be covered with mulch at the start of the project, which will gradually kill the grass while moderating soil moisture and temperatures. Topsoil should be mixed with the mulch prior to planting of shrubs, but new topsoil layer should not be greater than 20 cm deep on top of the original grade. Planting should take place within the newly placed topsoil mixture and should not disturb the original rooting zone of the trees. A two-meter radius around the base of each tree should be left unplanted and covered in mulch; a tree's root collar should remain free from any amendments that raise the surface grade.

Monitoring during construction

Ongoing monitoring by a consultant arborist should occur for the duration of a development project. Site visits should be more frequent during activities that are higher risk, including the first stages of construction when excavation occurs adjacent to the trees. Site visits will ensure contractors are respecting the recommended tree protection measures and will allow the arborist to identify any new concerns that may arise.

During each site visit the following measures will be assessed and reported on by a consulting arborist:

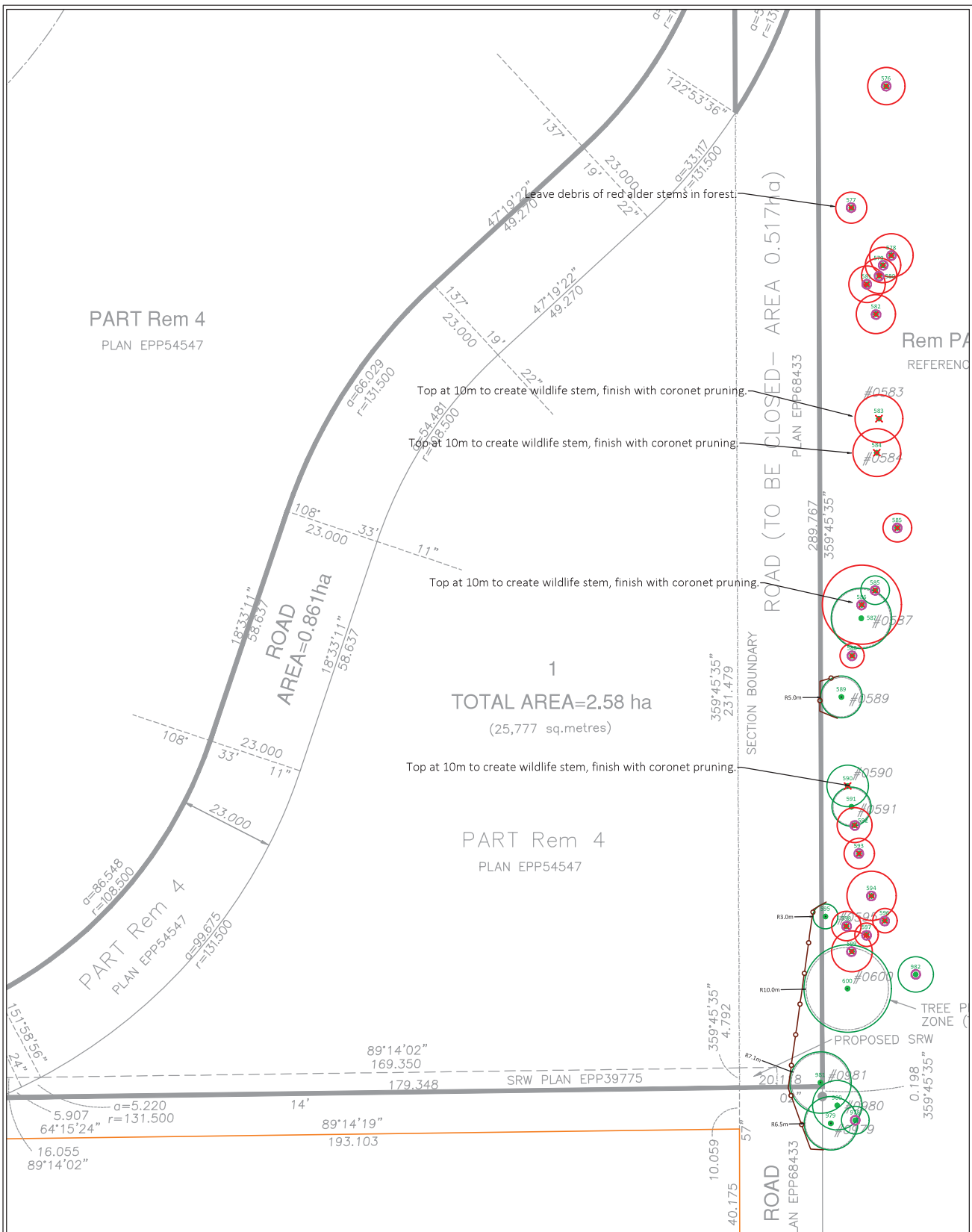
- Health and condition of protected trees, including damage to branches, trunks and roots that may have resulted from construction activities, as will the health of. Recommendations for remediation will follow.
- Integrity of the TPZ and fencing.
- Changes to TPZ conditions including overall maintenance, parking on roots, and storing or dumping of materials within TPZ. If failures to maintain and respect the TPZ are observed, suggestions will be made to ensure tree protection measures are remediated and upheld.
- Review and confirmation of recommended tree maintenance including root pruning, irrigation, mulching and branch pruning.
- Changes to soil moisture levels and drainage patterns; and
- Factors that may be detrimentally impact the trees.

Appendix 7 Report Assumptions and Limiting Conditions

- 1) Unless expressly set out in this report or these Assumptions and Limiting Conditions, Diamond Head Consulting Ltd. (“Diamond Head”) makes no guarantee, representation or warranty (express or implied) regarding this report, its findings, conclusions or recommendations contained herein, or the work referred to herein.
- 2) The work undertaken in connection with this report and preparation of this report have been conducted by Diamond Head for the “Client” as stated in the report above. It is intended for the sole and exclusive use by the Client for the purpose(s) set out in this report. Any use of, reliance on or decisions made based on this report by any person other than the Client, or by the Client for any purpose other than the purpose(s) set out in this report, is the sole responsibility of, and at the sole risk of, such other person or the Client, as the case may be. Diamond Head accepts no liability or responsibility whatsoever for any losses, expenses, damages, fines, penalties or other harm (including without limitation financial or consequential effects on transactions or property values, and economic loss) that may be suffered or incurred by any person as a result of the use of or reliance on this report or the work referred to herein. The copying, distribution or publication of this report (except for the internal use of the Client) without the express written permission of Diamond Head (which consent may be withheld in Diamond Head’s sole discretion) is prohibited. Diamond Head retains ownership of this report and all documents related thereto both generally and as instruments of professional service.
- 3) The findings, conclusions and recommendations made in this report reflect Diamond Head’s best professional judgment given the information available at the time of preparation. This report has been prepared in a manner consistent with the level of care and skill normally exercised by arborists currently practicing under similar conditions in a similar geographic area and for specific application to the trees subject to this report on the date of this report. Except as expressly stated in this report, the findings, conclusions and recommendations it sets out are valid for the day on which the assessment leading to such findings, conclusions and recommendations was conducted. If generally accepted assessment techniques or prevailing professional standards and best practices change at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if generally accepted assessment techniques and prevailing professional standards and best practices change.
- 4) Conditions affecting the trees subject to this report (the “Conditions”, include without limitation, structural defects, scars, decay, fungal fruiting bodies, evidence of insect attack, discolored foliage, condition of root structures, the degree and direction of lean, the general condition of the tree(s) and the surrounding site, and the proximity of property and people) other than those expressly addressed in this report may exist. Unless otherwise stated information contained in this report covers only those Conditions and trees at the time of inspection. The inspection is limited to visual examination of such Conditions and trees without dissection, excavation, probing or coring. While

every effort has been made to ensure that any trees recommended for retention are both healthy and safe, no guarantees, representations or warranties are made (express or implied) that those trees will not be subject to structural failure or decline. The Client acknowledges that it is both professionally and practically impossible to predict with absolute certainty the behavior of any single tree, or groups of trees, in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential for failure and this risk can only be eliminated if the risk is removed. If Conditions change or if additional information becomes available at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification of Conditions change or additional information becomes available.

- 5) Nothing in this report is intended to constitute or provide a legal opinion and Diamond Head expressly disclaims any responsibility for matters legal in nature (including, without limitation, matters relating to title and ownership of real or personal property and matters relating to cultural and heritage values). Diamond Head makes no guarantee, representation or warranty (express or implied) as to the requirements of or compliance with applicable laws, rules, regulations, or policies established by federal, provincial, local government or First Nations bodies (collectively, “Government Bodies”) or as to the availability of licenses, permits or authorizations of any Government Body. Revisions to any regulatory standards (including bylaws, policies, guidelines an any similar directions of a Government Bodies in effect from time to time) referred to in this report may be expected over time. As a result, modifications to the findings, conclusions and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if any such regulatory standard is revised.
- 6) Diamond Head shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
- 7) In preparing this report, Diamond Head has relied in good faith on information provided by certain persons, Government Bodies, government registries and agents and representatives of each of the foregoing, and Diamond Head assumes that such information is true, correct and accurate in all material respects. Diamond Head accepts no responsibility for any deficiency, misinterpretations or fraudulent acts of or information provided by such persons, bodies, registries, agents and representatives.
- 8) Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
- 9) Loss or alteration of any part of this report invalidates the entire report.



- LEGEND
- CRITICAL ROOT ZONE
 - NO BUILD ZONE
 - TREE PROTECTION ZONE AND FENCING
 - SURVEYED TREE TO BE RETAINED
 - UN-SURVEYED TREE TO BE RETAINED (MUST BE SURVEYED)
 - TREE TO BE REMOVED

REFERENCE DRAWINGS

1. Base Survey by:

NOTES

- The location of un-surveyed trees on this plan is approximate. Their location and ownership cannot be confirmed without being surveyed by a Registered BC Land Surveyor.
- All tree protection fencing must be built to the relevant municipal bylaw specifications. The dimensions shown are from the outer edge of the stem of the tree.
- The tree protection zone shown is a graphical representation of the critical root zone, measured from the

outer edge of the stem of the tree. (½ the trees diameter was added to the graphical tree protection circles to accommodate the survey point being in the center of the tree)

- No work is permitted within the Tree Protection Zone with the exception of swales. Swale construction is only permitted under the direct supervision of an arborist.
- The 1.5m area No Build Zone does not allow for any building foundation wall encroachment. Excavation is permitted within this area under the direct supervision of an arborist.

- Drainage works such as lawn basins, associated piping or services are permitted within the No Build Zone under the direct supervision of an arborist.
- This plan is based on a topographic and tree location survey provided by the owners' Registered British Columbia Land Surveyor (BCLS) and layout drawings provide by the owners' Engineer (P Eng).
- This plan is provided for context only, and is not certified as to the accuracy of the location of features or dimensions that are shown on this plan. Please refer to the original survey plan and engineering plans.



3559 COMMERCIAL STREET
VANCOUVER BC | V5N 4E8
T 604.733.4886 | F 604.733.4879

Drawing title: Tree Protection Plan
Project address: Fremont Park - 3561 Gislason
Client: The City of Coquitlam

Drawing No: 1
Date: 2021/01/25
Drawn by: MH
Page Size: TABLOID 11"x17"

Page #
1 of 1

CA8885610
(STATUTORY RIGHT OF WAY)

AND

CA8885611
(COVENANT)



1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

3561 Gislason Avenue
PROJ 20-073
SRW and Section 219 Covenant re Pedestrian and Bicycle Path (Owner Maintained)
Blanket Charge

2. Description of Land

PID/Plan Number	Legal Description
EPP103755	LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY COVENANT		Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie Lam
A Commissioner for Taking Affidavits
for British Columbia
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-17

CITY OF COQUITLAM

By their Authorized Signatory

Print Name: Richard Stewart,
Mayor

Print Name: James Gilbert, 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Nobel
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15

CITY OF COQUITLAM

By their Authorized Signatory

Michelle Hunt, General Manager
Finance, Lands, and Police

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.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson 5GFTMZ**

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-19
09:06:01 -07:00

TERMS OF INSTRUMENT - PART 2

**STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT
PEDESTRIAN AND BICYCLE PATH (Owner-maintained)**

THIS AGREEMENT dated for reference the date of execution by the City on the Form C or D to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Owner**”)

AND:

CITY OF COQUITLAM, a municipal corporation, having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of all and singular that certain parcel of land situate in the City of Coquitlam, in the Province of British Columbia, described in the Form C attached hereto (the “**Lands**”);
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “**Land Title Act**”) provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;
- C. Section 219 of the *Land Title Act* provides that a covenant, in favour of a municipality, may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- D. This statutory right of way is necessary for the operation and maintenance of the City's undertaking and the Owner has agreed to grant to the City a statutory right of way and covenant as herein provided for.

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt of which from the City is hereby acknowledged by the Owner, the parties agree as follows:

1. Statutory Right of Way

The Owner grants absolutely and in perpetuity to the City, the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees (collectively, the "**City Personnel**") and, in respect of Section 1(b) only to members of the public, the full, free and uninterrupted right, licence, liberty, easement and right of way, on, under, through and over the Lands (the "**Right of Way Area**") at all times by night and day and at their will and pleasure, and, subject to Section 1(b), with or without vehicles, in order to:

- (a) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect, and replace boulevards, landscaping, sidewalks, pedestrian paths, bicycle trails, signage, stairwells, curbs, gutters, paving, bridges, pipes, culverts, drains, ditches, watermain, open creeks, sewers, retaining walls, wing walls, manholes, light standards and light fixtures (including programmable feature lighting), utility and telecommunications conduits and fibre, electrical conduits and conductors, transmission lines, wiring, cables, or any of the foregoing, together with all ancillary attachments and fittings (collectively, the "**Works**");
- (b) enter on, go across, pass over, return over and repass over the Right of Way Area and use it as if it was a pedestrian walkway and bicycle trail by foot, bicycle, wheelchair or motorized scooters or similar conveyances used exclusively by persons with disabilities and specifically excluding any other motorized vehicles;
- (c) disturb the surface of the Right of Way Area and excavate it;
- (d) conduct services and examinations;
- (e) carry onto the Right of Way Area all materials, equipment, vehicles, tools and supplies required for any of the foregoing purposes;
- (f) remove from the Right of Way Area and all parts thereof anything that in the opinion of the City constitutes an obstruction to carrying out the Works or using the Right of Way Area for the purposes provided for in this Agreement; and
- (g) do all acts which in the opinion of the City are necessary, desirable or incidental to the foregoing.

2. Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act*, and amendments thereto and re-enactments thereof, the Owner covenants and agrees with the City, as a covenant charging and running with and binding the Lands, that the Lands shall not be used or built on except in accordance

with this Agreement and the Owner agrees:

- (a) at its sole cost, to construct all Works required by the City in accordance with all applicable statutes, regulations, and bylaws, and in accordance with plans and specifications accepted by the City prior to the commencement of construction;
- (b) subject to Section 2(a) hereof, not to excavate, drill, construct, install, erect, maintain, or permit to be excavated, drilled, constructed, installed, erected or maintained, any obstruction, pit, well, foundation, materials, embankment, fill, pavement, buildings, other roads, trails, or paths, or other structures, or improvements on, over, under or through the Right of Way Area without first obtaining the written consent of the City, which consent the City may withhold in its sole discretion;
- (c) to, at all times and in a manner and to a standard satisfactory to the City and at the sole cost and expense of the Owner, keep, reconstruct and replace the Works or portions thereof and any other permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever, on or forming part of the Right of Way Area, as required to maintain the Works and such permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever and the Right of Way Area in a continuous state of good repair and maintenance;
- (d) not to do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Right of Way Area, the Works or any part thereof;
- (e) to execute all further documents and things whatsoever to assure the City of the Right of Way Area hereby granted;
- (f) to permit the City to peaceably hold and enjoy the rights hereby granted;
- (g) to trim or, if necessary, cut down any tree or hedge on the Lands which in the opinion of the City constitutes or may constitute a danger to those using, or interferes with or obstructs access to the Right of Way Area, the Works or any part thereof;
- (h) not to grant any easements, statutory rights of way or other grants, leases or licences through the Right of Way Area without the prior written consent of the City;
- (i) to take out and maintain at the Owner's expense, through a reputable insurance broker such policy or policies of insurance as would a prudent owner of lands similarly situated to the Lands, including comprehensive general liability insurance against claims for personal injury, death or

property damage in an amount of not less than \$5,000,000 per occurrence, in which comprehensive general liability insurance policy the City will be an additional named insured, and which will further provide that it will not expire, be cancelled or be materially changed without at least 30 days' prior written notice by registered mail to the City, and should the Owner neglect to obtain or maintain such insurance, the City has the right (but is not obligated) to obtain and maintain such insurance, and the Owner hereby appoints the City its true and lawful attorney for that purpose; provided always that the Owner will be responsible for payment of any deductible payable in respect of any claim under such insurance;

- (j) that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
 - (i) the Owner shall rectify such default within 30 days' of receipt of written notice thereof by the City;
 - (ii) if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
 - (iii) if the Owner fails to take such positive action as the City considers necessary to rectify any default, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
 - (iv) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum;
- (k) the Owner does hereby release and forever discharge the City and the City Personnel from and against all manner of actions, suits and demands whatsoever at law or in equity which the Owner may at any time have by reason of the exercise by the City or the City Personnel of their respective rights as set out in this Agreement or otherwise as a result of this

Agreement;

- (l) to indemnify and save harmless the City and the City Personnel from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of action which the City and the City Personnel, or any of them, may suffer, incur, or be put, arising, whether directly or indirectly, from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, from any refusal by the City to issue, or any revocation by the City of, any building permit or occupancy permit or certificate in accordance with the terms of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement;
- (m) that this Section 2(m), and Sections 2(j), 2(k), and 2(l) hereof shall survive the termination or release of this Agreement;
- (n) notwithstanding that the Owner may be otherwise entitled, the Owner will not, and will not suffer or permit any other person to:
 - (i) directly or indirectly, apply for or take any action to compel the issuance of, a building permit in respect of the Lands, except for a building permit for a residential sales centre; or
 - (ii) construct, reconstruct, move, extend or locate any building or structure (a "**Building**"), or any part thereof, including any fixed equipment, mobile home or modular home, on the Lands, except for a residential sales centre,

and the City will not be obligated to issue a building permit in respect of the Lands, except for a building permit for a residential sales centre, unless and until the Owner has satisfied the following:

- (iii) the Owner has submitted to the City, in form satisfactory to the City's General Manager of Planning and Development (the "**General Manager**"), design plans and specifications (the "**Plans and Specifications**") in respect of the Works in accordance with the design guidelines attached as Schedule A to this Agreement;
- (iv) the General Manager has approved, in his or her sole discretion, the Plans and Specifications.

For the purposes of this Section 2(n), the term “residential sales centre” has the meaning attributed to it in the City of Coquitlam Zoning Bylaw No. 3000, 1996, as amended, restated or replaced from time to time;

(o) the Owner covenants and agrees with the City that, notwithstanding that the Owner may be otherwise entitled, the Owner will not, and will not suffer or permit any other person to:

- (i) apply for an occupancy permit or certificate for all or part of any Building;
- (ii) take any action to compel issuance of an occupancy permit or certificate for all or part of a Building;
- (iii) occupy all or part of a Building; or
- (iv) permit a Building or any portion thereof to be occupied,

and the City will not be obligated to issue an occupancy permit or certificate or permit occupancy of any Building, unless and until the Owner has satisfied the following:

- (v) the Owner has constructed the Works to the satisfaction of the General Manager;
- (vi) the Owner has caused a survey to be conducted of the Right of Way Area to obtain a more accurate location of the Works on the Right of Way Area (the "**New Right of Way Area**"), and upon the determination of the New Right of Way Area caused an explanatory/reference plan of the New Right of Way Area to be prepared in a form and substance satisfactory to the General Manager; and
- (vii) the Owner has caused to be fully registered in the New Westminster Land Title Office against title to the Lands, in form and content satisfactory to the City Solicitor and Approving Officer for the City, at the election of the City, either an instrument containing a statutory right of way on the same terms and conditions as this Agreement relating to the Works over the New Right of Way Area together with the approved explanatory/reference plan relating thereto, or a partial discharge (collectively referred to as the "**Replacement Statutory Right of Way**") restricting the statutory right of way herein contained to the New Right of Way Area only while discharging same with respect to the balance of the Lands, provided that:
 - i. the cost of preparation and registration of the plan for the New

Right of Way Area, the Replacement Statutory Right of Way and discharge, as applicable, of the statutory right of way contained in this Agreement as aforesaid shall be borne solely by the Owner;

- ii. the Section 219 Covenant contained herein shall remain registered against the Lands as a whole; and
- iii. the City shall have a reasonable time within which to review, execute and deliver to the Owner the aforementioned agreements; and

provided further that, in the event that this blanket Statutory Right of Way is only partially released from the Lands pursuant to this Section 2(n), any portion of the original Lands that continue to remain charged with this blanket Statutory Right of Way shall be deemed thereafter to be the Right of Way Area for the purposes under this Agreement, including this Section 2; and

- (p) the Owner acknowledges and agrees that the City may revoke any building permit or occupancy permit or certificate issued for all or any portion of a Building if such building permit or occupancy permit or certificate is inadvertently issued or the Owner occupies a Building in contravention of this Section 2.

3. City's Covenants

The City will, to the extent that it elects to construct any of the Works at any time during this Agreement, but without altering the Owner's obligations hereunder:

- (a) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
- (b) remove shoring and like temporary structures as backfilling proceeds;
- (c) rake up all rubbish and construction debris in order to leave the Right of Way Area in a reasonably neat and clean condition; and
- (d) insofar as it is practical, in the opinion of the City, carry out the Works so as not to interfere with the drainage of the Lands.

4. City Obligations and Rights

No right granted to or reserved by the City in this Agreement shall imply that the City has any obligation to the Owner or to anyone else to exercise any of its rights under this Agreement, nor will it require the City to clean, repair, or maintain the Works or the Right of Way Area unless the City is expressly required in this Agreement to perform such

cleaning, repairing or maintenance. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

5. City Property

Notwithstanding any rules of law or equity to the contrary, the Works and all other chattels, equipment, supplies, fixtures and appurtenances brought on to, erected upon or over, or buried in or under the Right of Way Area by the City or the Owner will at all times remain the property of the City, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the City, unless the City determines that it no longer requires the right of way granted herein and notifies the Owner that it is abandoning all or part of the Works, in which case such abandoned portions of the Works shall become the property of the Owner.

6. Reservation of Powers of Expropriation

Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

7. Notices

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

8. Registration

The City may register this Statutory Right of Way and Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the

holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.

9. City Assignment

Without limiting any of the rights granted to the City under this Agreement, the City may assign all or any of its rights with respect to the statutory right of way granted herein, or any undivided interest in them, or grant a licence in respect of all or any of its rights, to any government body, person, firm, or corporation who has the capacity to accept a grant of statutory right of way and covenant under Sections 218 and 219 of the *Land Title Act*.

10. Charge on Land

The covenants contained in this Agreement run with the Lands and, upon registration, this Agreement constitutes a charge on the Lands in favour of the City and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated, but no part of the freehold estate in the Lands or the Right of Way Area will vest in the City.

11. General

The following general provisions shall apply to this Agreement:

- (a) wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require;
- (b) this Agreement will enure to the benefit of and be binding upon the parties to this Agreement, and their heirs, executors, administrators, successors and assigns, as applicable;
- (c) if any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement;
- (d) waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party. No default by the City with respect to the Statutory Right of Way and no act or failure to act by the City in connection with the Statutory Right of Way will result or be deemed to result in the interruption, suspension, or termination of the statutory right of way granted herein, and the Owner will refrain from seeking any judgment, order, declaration, or injunction to that effect;

- (e) time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other;
- (f) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several;
- (g) this Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supercede all prior agreements or understandings about such matters; and
- (h) this Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

SCHEDULE A

Design Guidelines

1. The Works shall be designed to a 6.0 m total width as follows:
 - One 4.0 m concrete walkway, plus
 - One 1.0 m sodded verge on each side of the concrete walkway, including necessary drainage and pedestrian lighting.
2. Fencing adjacent to the Works located on the Lands shall be limited to 1.2 m in height to provide for an appropriate transition and passive surveillance between private and semi-public spaces.
3. The maximum slope of the Works shall be restricted to 8% at any given point.
4. The alignment of the Works shall extend from the existing sidewalk let-down on Rocklin Street eastward across the Lands, to connect with Freemont Park along the east lot line of the Lands at a point approximately 100 metres from the north-east corner of the Lands.
5. The east and west connection points shall feature accessible design and “gateway” plazas that are designed to be open and welcoming, and that clearly express public access through signage, materials, furnishings, lighting and landscaping.
6. The east connection at Freemont Park shall match existing grades at the east lot line of the Lands and should not employ stairs. The pathway alignment and east trailhead shall be located so as to avoid removal of existing and proposed replacement trees within Freemont Park to the extent possible.

CA8885613
(STATUTORY RIGHT OF WAY)

AND

CA8885614
(COVENANT)



1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

3561 Gislason Avenue
PROJ 20-073
SRW and Section 219 Covenant re Pedestrian Bicycle Path (Surveyed)

2. Description of Land

PID/Plan Number	Legal Description
EPP103755	LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		over that part shown on Plan EPP109221
COVENANT		Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie Lam
A Commissioner For Taking Affidavits
for British Columbia
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-17

City of Coquitlam
By their Authorized Signatory

Print Name: Richard Stewart,
Mayor

Print Name: James Gilbert, 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Nobel
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15

CITY OF COQUITLAM
By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands, and Police

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.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Pamela Anne
Johnson 5GFTMZ**

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-19
09:06:30 -07:00

TERMS OF INSTRUMENT – PART 2

**STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT
PEDESTRIAN AND BICYCLE PATH (City-maintained)**

THIS AGREEMENT dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement.

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Owner**”)

AND:

CITY OF COQUITLAM, a municipal corporation, having its
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of all and singular that certain parcel of land situate in the City of Coquitlam, in the Province of British Columbia, described in the Form C attached hereto (the “**Lands**”);
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “**Land Title Act**”) provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;
- C. Section 219 of the *Land Title Act* provides that a covenant, in favour of a municipality, may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- D. This statutory right of way is necessary for the operation and maintenance of the City's undertaking and the Owner has agreed to grant to the City a statutory right of way and covenant as herein provided for.

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt of which from the City is hereby acknowledged by the Owner, the parties agree as follows:

1. Statutory Right of Way

The Owner grants absolutely and in perpetuity to the City, the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees (collectively, the "**City Personnel**") and, in respect of Section 1(b) only to members of the public, the full, free and uninterrupted right, licence, liberty, easement and right of way, on, under, through and over that portion of the Lands shown outlined in bold on Plan EPP109221 dated the 18th day of February, 2021 and prepared by Emily D. Freeman, B.C.L.S. (the "**Right of Way Area**"), a reduced copy of which Plan is attached as Schedule A hereto, at all times by night and day and at their will and pleasure, and, subject to Section 1(b), with or without vehicles, in order to:

- (a) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect, and replace boulevards, landscaping, sidewalks, pedestrian paths, bicycle trails, stairwells, curbs, gutters, paving, bridges, pipes, culverts, drains, ditches, watermain, open creeks, sewers, retaining walls, wing walls, manholes, light standards and light fixtures (including programmable feature lighting), utility and telecommunications conduits and fibre, electrical conduits and conductors, transmission lines, wiring, cables, or any of the foregoing, together with all ancillary attachments and fittings (collectively, the "**Works**");
- (b) enter on, go across, pass over, return over and repass over the Right of Way Area and use it as if it was a pedestrian walkway and bicycle trail by foot, bicycle, wheelchair or motorized scooters or similar conveyances used exclusively by persons with disabilities and specifically excluding any other motorized vehicles;
- (c) disturb the surface of the Right of Way Area and excavate it;
- (d) conduct services and examinations;
- (e) carry onto the Right of Way Area all materials, equipment, vehicles, tools and supplies required for any of the foregoing purposes;
- (f) remove from the Right of Way Area and all parts thereof anything that in the opinion of the City constitutes an obstruction to carrying out the Works or using the Right of Way Area for the purposes provided for in this Agreement; and

- (g) do all acts which in the opinion of the City are necessary, desirable or incidental to the foregoing.

2. Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act*, and amendments thereto and re-enactments thereof, the Owner covenants and agrees with the City, as a covenant charging and running with and binding the Lands, that the Lands shall not be used or built on except in accordance with this Agreement and that the Owner will:

- (a) not to do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Right of Way Area, the Works or any part thereof;
- (b) not to excavate, drill, construct, install, erect, maintain, or permit to be excavated, drilled, constructed, installed, erected or maintained, any obstruction, pit, well, foundation, materials, embankment, fill, pavement, buildings, other roads, trails, or paths, or other structures, or improvements on, over, under or through the Right of Way Area without first obtaining the written consent of the City, which consent the City may withhold in its sole discretion;
- (c) to execute all further documents and things whatsoever to assure the City of the Right of Way Area hereby granted;
- (d) to permit the City to peaceably hold and enjoy the rights hereby granted;
- (e) to trim or, if necessary, cut down any tree or hedge on the Lands which in the opinion of the City constitutes or may constitute a danger to those using, or interferes with or obstructs access to the Right of Way Area, the Works or any part thereof;
- (f) to, at all times and in a manner and to a standard satisfactory to the City and at the sole cost and expense of the Owner, keep, reconstruct and replace any permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever, on or forming part of the Right of Way Area, as required to maintain such permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever and the Right of Way Area in a continuous state of good repair and maintenance;
- (g) not to grant any easements, statutory rights of way or other grants, leases or licences through the Right of Way Area without the prior written consent of the City;

- (h) that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
 - (i) the Owner shall rectify such default within 30 days' of receipt of written notice thereof by the City;
 - (ii) if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
 - (iii) if the Owner fails to take such positive action as the City considers necessary to rectify any default, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
 - (iv) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum;
- (i) the Owner does hereby release and forever discharge the City and the City Personnel from and against all manner of actions, suits and demands whatsoever at law or in equity which the Owner may at any time have by reason of the exercise by the City or the City Personnel of their respective rights as set out in this Agreement or otherwise as a result of this Agreement;
- (j) to indemnify and save harmless the City and the City Personnel from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of action which the City or the City Personnel may suffer or incur arising, whether directly or indirectly, out of any default by the Owner, or the Owner's directors, officers, employees, agents, contractors, licensees, invitees, tenants, or permittees, in observing or performing the Owner's obligations under this Agreement or otherwise as a result of this Agreement, and including any claims of contribution made by third parties in respect of

damage for which the Owner has released the City and the City Personnel under this Agreement; and

- (k) that this Section 2(k) and Sections 2(h), 2(i) and 2(j) hereof shall survive the termination or release of this Agreement.

3. City's Covenants

The City will, to the extent that it elects to construct any of the Works at any time during this Agreement, but without altering the Owner's obligations hereunder:

- (a) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
- (b) remove shoring and like temporary structures as backfilling proceeds;
- (c) rake up all rubbish and construction debris in order to leave the Right of Way Area in a reasonably neat and clean condition; and
- (d) insofar as it is practical, in the opinion of the City, carry out the Works so as not to interfere with the drainage of the Lands.

4. City Obligations and Rights

No right granted to or reserved by the City in this Agreement shall imply that the City has any obligation to the Owner or to anyone else to exercise any of its rights under this Agreement, nor will it require the City to clean, repair, or maintain the Works or the Right of Way Area unless the City is expressly required in this Agreement to perform such cleaning, repairing or maintenance. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

5. City Property

Notwithstanding any rules of law or equity to the contrary, the Works and all other chattels, equipment, supplies, fixtures and appurtenances brought on to, erected upon or over, or buried in or under the Right of Way Area by the City will at all times remain the property of the City, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the City, unless the City determines that it no longer requires the right of way granted herein and notifies the Owner that it is abandoning all or part of the Works, in which case such abandoned portions of the Works shall become the property of the Owner.

6. Reservation of Powers of Expropriation

Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

7. Notices

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

8. Registration

The City may register this Statutory Right of Way and Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.

9. City Assignment

Without limiting any of the rights granted to the City under this Agreement, the City may assign all or any of its rights with respect to the statutory right of way granted herein, or any undivided interest in them, or grant a licence in respect of all or any of its rights, to any government body, person, firm, or corporation who has the capacity to accept a grant of statutory right of way and covenant under Sections 218 and 219 of the Land Title Act.

10. Charge on Land

The covenants contained in this Agreement run with the Lands and, upon registration, this Agreement constitutes a charge on the Lands in favour of the City and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated, but no part of the freehold estate in the Lands or the Right of Way Area will vest in the City.

11. General

The following general provisions shall apply to this Agreement:

- (a) wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require;
- (b) this Agreement will enure to the benefit of and be binding upon the parties to this Agreement, and their heirs, executors, administrators, successors and assigns, as applicable;
- (c) if any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement;
- (d) waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party. No default by the City with respect to the Statutory Right of Way and no act or failure to act by the City in connection with the Statutory Right of Way will result or be deemed to result in the interruption, suspension, or termination of the statutory right of way granted herein, and the Owner will refrain from seeking any judgment, order, declaration, or injunction to that effect;
- (e) time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other;
- (f) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several;
- (g) this Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supercede all prior agreements or understandings about such matters; and
- (h) this Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

SCHEDULE A

Reduced Copy of Plan EPP109221

(see attached)

PLAN EPP109221

BCGS 92G.027



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY
ACHIEVED ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS
TO BC ACTIVE CONTROL STATIONS SURREY FIREHALL #2 (GCM 898734) AND MAPLE RIDGE (GCM 909333).

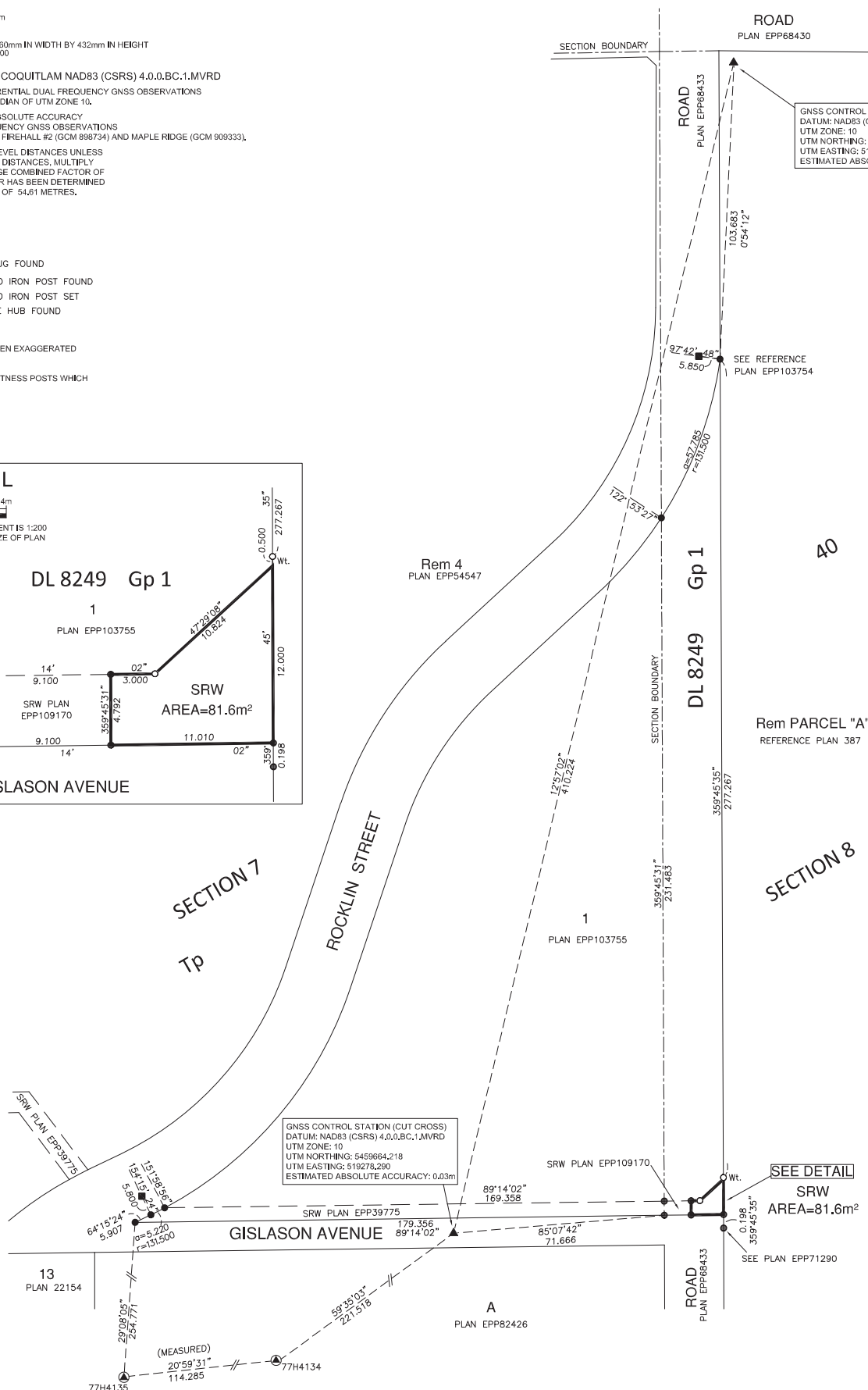
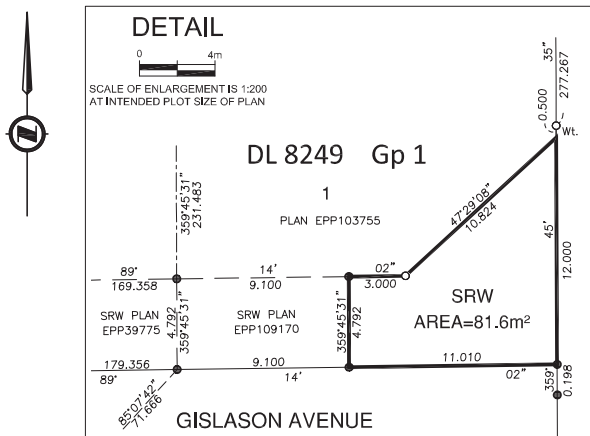
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995960. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 54.61 METRES.

LEGEND

SYMBOLS	DESCRIPTION
■	DENOTES LEAD PLUG FOUND
●	DENOTES STANDARD IRON POST FOUND
○	DENOTES STANDARD IRON POST SET
▲	DENOTES TRAVERSE HUB FOUND
WL	DENOTES WITNESS

NOTE: SOME LINES AND SYMBOLS HAVE BEEN EXAGGERATED FOR CLARITY

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).



CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM, B.C.
V3B 7N2
PHONE: 604-927-4326
efreeman@coquitlam.ca

FILE:20GISL-6A07095701LS0-ROW-1

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 18th DAY OF FEBRUARY 2021
EMILY D. FREEMAN, BCLS 868

CA8885615
(COVENANT)



1. Application

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2
604-927-3000**

3561 Gislason Avenue
PROJ 20-073
Design Guidelines Covenant

2. Description of Land

PID/Plan Number	Legal Description
EPP103755	LOT 1 SECTION 7 TOWNSHIP 40 AND DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP103755

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

**CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2**

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Nobel
Barrister & Solicitor
City of Coquitlam
3000 Gulidford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15

CITY OF COQUITLAM
By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands, and Police

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Lynn le Nobel
Barrister & Solicitor
City of Coquitlam
3000 Gulidford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

2021-03-15

CITY OF COQUITLAM
By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands, and Police

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Pamela Anne
Johnson 5GFTMZ

Digitally signed by
Pamela Anne Johnson
5GFTMZ
Date: 2021-03-19
09:07:37 -07:00

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – SITE DESIGN GUIDELINES

THIS AGREEMENT dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**Owner**”)

AND:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Coquitlam, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the “**Lands**”);
- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the “**Land Title Act**”), state that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- C. The Owner has agreed to grant this Section 219 Covenant against the Lands.

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of \$1.00 now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

- 1. The Owner covenants and agrees with the City that the Lands will only be developed in accordance with the City Lands: Site Design Guidelines attached as Schedule A to this Agreement.
- 2. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in

relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

3. The Owner covenants and agrees with the City that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
 - (a) the Owner shall rectify such default within 30 days' of receipt of written notice thereof by the City;
 - (b) if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
 - (c) if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
 - (d) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Nova Scotia plus 3% per annum.
4. The Owner hereby agrees to indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the "**City Personnel**") from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of action which the City and the City Personnel, or any of them, may suffer, incur, or be put arising, whether directly or indirectly, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any person for whom it is legally responsible, including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement.
5. Notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreement as provided in the terms of this Agreement and, without limiting the generality of the foregoing, neither the City nor any of the City Personnel will be liable for anything done or not done pursuant to or associated with any provision of

this Agreement or anything contemplated hereby and the Owner hereby releases the City and the City Personnel from any and against all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner arising from the granting or existence of this Agreement, or any default of the Owner under or in respect of this Agreement.

6. Notwithstanding anything contained herein, the Owner covenants and agrees that this Section 6 and Sections 3, 4 and 5 hereof shall survive termination or release of this Agreement.
7. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
 - (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
 - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.
8. The City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.
9. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and that this Agreement may only be modified or discharged by agreement of the City, pursuant to the provisions of the *Land Title Act*.
10. 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.

11. 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.
12. Wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors and assigns of such party wherever the context so requires or the parties so require.
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.
14. The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
15. Time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other.
16. If the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several.
17. This Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supersede all prior agreements or understandings about such matters.
18. This Agreement will be governed by and construed according to the laws of the Province of British Columbia.
19. This Agreement will expire 10 years from its registration in the Land Title Office and thereafter the provisions hereof will be of no further effect.
20. The Owner may apply to the City's Finance, Lands and Police Department (the "**City Lands Department**") for a discharge of this Agreement, and the City Lands Department may agree to a discharge in its sole and unfettered discretion. If the City Lands Department agrees to discharge this Agreement, the Owner shall register the discharge and will be responsible for the cost of the preparation and registration of the discharge.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

SCHEDULE A

SITE DESIGN GUIDELINES

(see attached)

CITY LANDS: SITE DESIGN GUIDELINES



PARTINGTON CREEK NEIGHBOURHOOD

FINANCE, LANDS & POLICE - CITY LANDS

CITY OF COQUITLAM

www.coquitlam.ca/citylands

Coquitlam

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INTRODUCTION

Guidelines + City of Coquitlam Bylaws

Preface

The Guidelines contain reference to the City of Coquitlam Zoning Bylaw NO.3000, in effect as of 1996. It is understood that revisions to the Coquitlam Zoning Bylaw may occur during the construction phases of Burke Mountain, and as such the City of Coquitlam should be consulted for all current bylaw standards.

Conformity with the Guidelines does **not** replace or supersede the authority of the City of Coquitlam, or any other authority, with respect to adherence to the Building Code and other applicable codes, rules, regulations and processes.

City Bylaws + Guidelines

Please refer to the following City of Coquitlam Bylaws and Guidelines for further applicable codes, rules, regulations and processes:

- City of Coquitlam - Citywide Official Community Plan (2001);
- City of Coquitlam - Citywide Official Community Plan, Part 4: Urban Design + Development Permit Areas;
- City of Coquitlam Zoning Bylaw NO.3000 (1996);
- City of Coquitlam - Tree Management Bylaw NO. 4091, 2010;
- Partington Creek Neighbourhood Centre Development Permit Guidelines; and,
- Guide to Best Site Development Practices;
- Steep Slope Guidelines Bylaw 4820 & 4821

Design Guidelines Purpose

These **Site Design Guidelines** are intended to **provide design layout strategies and direction on City-owned, multi-family residential lands** within the Partington Creek Neighbourhood, in order to develop a comprehensive and complete community.

While the structure of the Partington Creek Neighbourhood is established by the complementary network of streets, parks & trails, its character is defined by the relationship between the built form and surrounding public and private realms.

In an effort to strengthen those relationships, the following **Site Design Strategies** are outlined in order to:

- Create a **strong public realm** that has casual surveillance and addresses the community public edges,
- Highlight a **walkable community** that connects to the larger pedestrian network in the neighbourhood; and,
- Support a range of life stages and lifestyles with a diversity of home types and community amenities, all within a generous natural landscape.



Development Guidelines

The Partington Creek Neighbourhood is envisioned as a new mixed-use, urban neighbourhood that will serve as the commercial, civic and recreational hub of Northeast Coquitlam's Burke Mountain community.

Key Plan Elements

- A distinct, **mixed-use neighbourhood centre** that serves the needs of Northeast Coquitlam residents and is a focal point for the neighbourhood;
- A **pedestrian-friendly** development pattern;
- Opportunities for a **variety of housing** choices that accommodate a diversity of residents, including townhouses, low-rise and mid-rise apartment buildings;
- The provision of **parks, trails, greenways and recreation** facilities within easy reach of neighbourhood residents; and
- The **protection of environmentally sensitive areas** and use of innovative hillside development approaches.

A Spectacular Setting

The Partington Creek Neighbourhood is one of four neighbourhoods in the Northeast Coquitlam Area Plan (NECAP), commonly known as 'Burke Mountain'. The Partington Creek neighbourhood is ~240 hectares (593 acres) in size and is located east of the Smiling Creek Neighbourhood.

The Partington Creek Neighbourhood is strategically located within walking and cycling distance of a number of major parks and natural areas that offer outstanding recreational opportunities, including the existing Pinecone Burke Provincial Park, Minnehada Regional Park, Fremont Park, and a future park near Gilley's Trail.

Positioned as the most eastern neighbourhoods on the southeastern slopes of Burke Mountain, Partington Creek also contains steeper topography offering spectacular views of the Fraser Valley, Cascade Mountains and points beyond. Sensitive development approaches on steep slope sites are required to celebrate views while contributing to a livable public neighbourhood.

In addition to panoramic views, valuable environmental resources are also present, including the Partington Creek itself, which is an important salmon habitat. An Integrated Watershed Management Plan has been developed to guide innovative, environmentally-friendly urban development within this sensitive area.

Benefiting from this setting, the Partington Creek Neighbourhood is well positioned to become Northeast Coquitlam's commercial and recreational hub accommodating ~15,000 new residents in a variety of housing types nestled within a highly desirable, mountain-side environment.

Note: For more information see the City of Coquitlam's - Partington Creek Neighbourhood Plan



Regulating Mechanism

Regulating Mechanism

The Guidelines are intended to **allow for sufficient variation and flexibility** as to capitalize on each development site's position, natural setting and unique characteristics towards making the Partington Creek Neighbourhood vibrant and sustainable.

The Site Design Guidelines are enforced by the City of Coquitlam and the respective buyer through a **Section 219 Restrictive Covenant** of the Land Title Act.

How to use the Guidelines

The Guidelines present site-layout strategies that are intended to create a distinctive neighbourhood character on City Lands within the Partington Creek Neighbourhood. These guidelines will contribute towards creating a complete, walkable community in Northeast Coquitlam with a high degree of design excellence.

These Guidelines are not intended to replace the City of Coquitlam standards or regulations. Should a conflict arise between the application of elements identified in this document and the requirements of City of Coquitlam standards, the **City standards take precedence.**

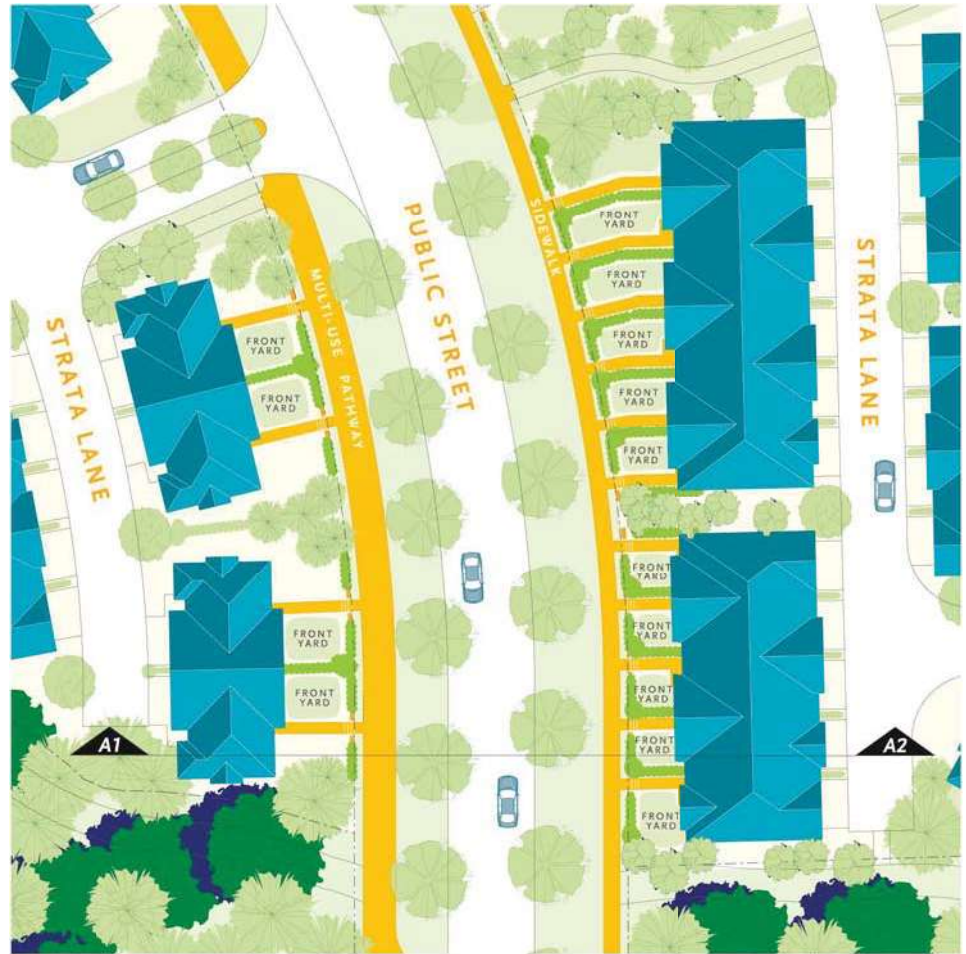


SITE DESIGN GUIDELINES

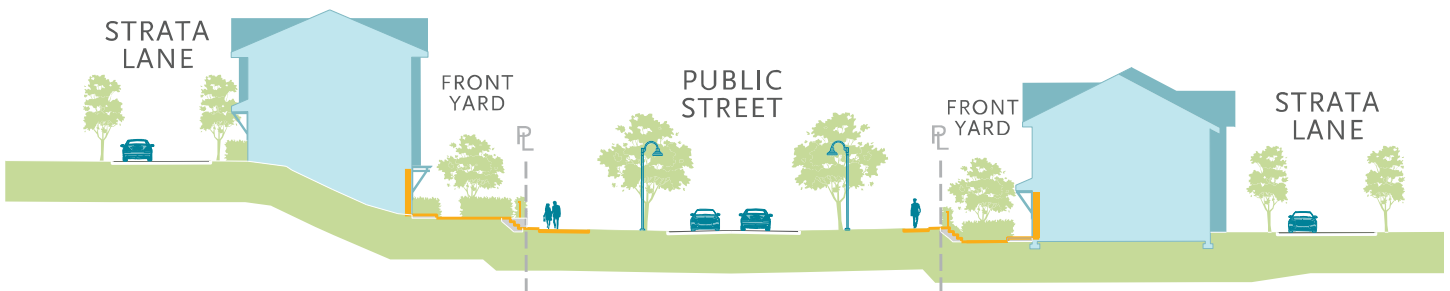
1. Face the Public Street

Streets are the stage of public life.

- Orient buildings to face the public streets to contribute to the life, attraction and safety of the public realm;
- Street-facing units should include walkways and yards to engage the public street;
- Flanking street-facing buildings should be minimized. However, where proposed, the street-facing end unit should be designed with architectural treatments similar to other street-facing units (e.g. entrance, appropriate materials, walkway, and front yard);
- Utilize strata lanes for vehicle access, avoiding driveways and garage doors fronting on the public street; and
- Ensure clear distinction between public and private realms through a layered landscape approach with screens, front-yard gating and plantings.



For illustration purposes only. Final design to be determined on case-by-case basis.



For illustration purposes only. Final design to be determined on case-by-case basis.

2. Diversify Home Forms + Sizes

Accommodate a range of life stages, lifestyles + family types.

- Vary building scale + massing with inclusion of duplex, triplex and townhome forms;
- Provide a range of home sizes, bedrooms and features;
- Where applicable, limit buildings to a maximum of six units when facing public streets to reduce large building massing and improve pedestrian-level experience. Adjustments will be permitted if the facade architecture clearly defines separation between units which softens the impact of building mass;
- Emphasize the arrival and front door entrance over the driveway and garage doors; and,
- Articulate building front + roof pattern to reduce repetition and provide variation.



For illustration purposes only. Final design to be determined on case-by-case basis.



3. Celebrate the Arrival Experience

A Front Door experience for the Community

- Establish an arrival sequence and experience that identifies the common entrance from the public street for residents and visitors;
- Where applicable, visually align common outdoor amenity spaces with the common entrance to provide a formal space and transition between the public and private realms; and,
- Position development monumentation and layered landscape to re-enforce the neighbourhood's unique character.



For illustration purposes only. Final design to be determined on case-by-case basis.



4. Loop Vehicular Circulation

A Wayfinding Guide for Residents

- Encourage looping strata lane circulation for ease of access, wayfinding and traffic distribution;
- Reduce the length of long, dead-end lanes; and,
- Treat strata lanes as private streets with inclusion of tree and landscape plantings to reduce building repetition, and support transition between public and private realms.

Note: The City of Coquitlam - City Lands Division acknowledges the need to design strata lanes according to the site-specific restrictions, such as slope and property size, but encourages the use of looping vehicular circulation where possible.



For illustration purposes only. Final design to be determined on case-by-case basis.



5. Provide Outdoor Amenities

A Heart for Social Gathering and Play

- Establish a central strata commons as an outdoor amenity area for social gathering and recreation;
- Ensure outdoor amenities are visually prominent with “eyes on the park” to support resident comfort and safety;
- Complement strata lanes with a separate system of pedestrian pathways that link strata homes with common amenities, public spaces, streets and trails;
- Ensure pathway wayfinding and safety for use by a range of ages and activity levels.



For illustration purposes only. Final design to be determined on case-by-case basis.



6. Link to the Larger Neighbourhood

Connect to Public Trails + Spaces

- Ensure connection of strata pathways with public sidewalks, pathways and parks for ease of pedestrian and cycling access;
- Identify the boundary between strata and public lands through perimeter fencing, wayfinding monumentation and landscape perimeter plantings, while allowing pedestrian and cycle access between and through marked gateways.



For illustration purposes only. Final design to be determined on case-by-case basis.



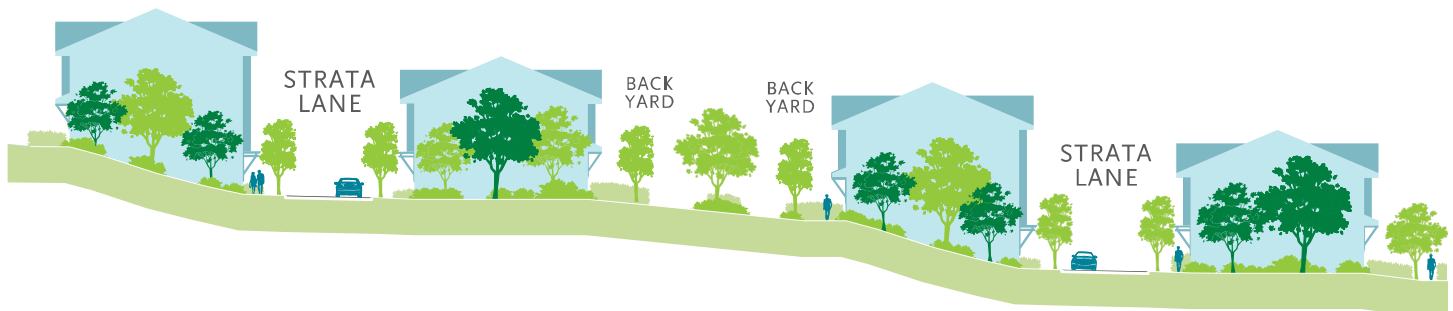
7. Ensure Household Privacy

Privacy in the midst of Community

- Position buildings and articulate facades to ensure that rooms of similar use face one another, with public rooms looking onto public spaces and private rooms facing private spaces;
- Between adjacent buildings, reinforce individual private open space through grade changes and landscape retention;
- Provide generous layered landscape plantings and screening between adjacent units to support individual home garden space.



For illustration purposes only. Final design to be determined on case-by-case basis.



For illustration purposes only. Final design to be determined on case-by-case basis.

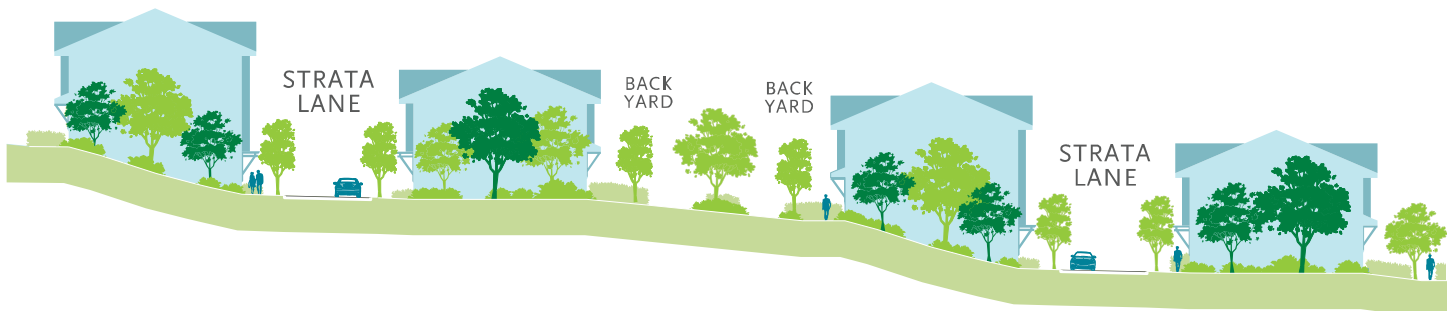
8. Distinguish with Generous Landscape

A Green Neighbourhood in the midst of the City

- Provide sufficient landscape space within common areas and private open spaces to ensure plants will mature to establish new visual screening and urban habitat;
- Incorporate a variety of tree and plant species to reduce uniformity, aid wayfinding and identify a hierarchy of common spaces;
- Feature drought-tolerant, native species to provide both seasonal variation and habitat value for birds, bees and butterflies.



For illustration purposes only. Final design to be determined on case-by-case basis.



For illustration purposes only. Final design to be determined on case-by-case basis.

9. Terrace with the Contours

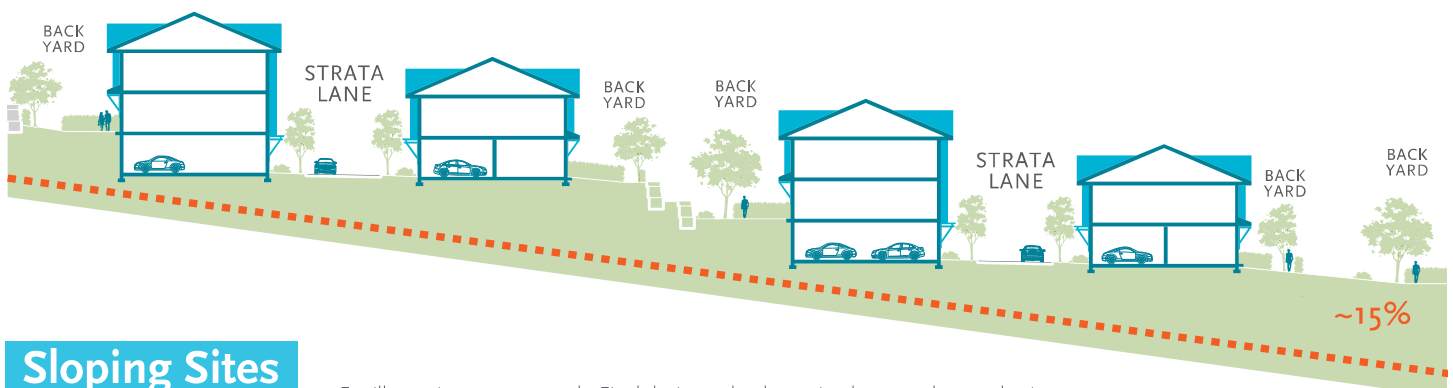
Design with the Land

- Minimize site regrading and landscape retaining walls through terracing buildings on the hillside;
- Utilize building basements as retaining structures with basement daylight walk-out and walk-up conditions;
- Improve individual unit and open space privacy through grade separation and stepping of adjacent yards.



Note: For more information see the City of Coquitlam's - Steep Slope Guidelines in Bylaw No. 4821 & 4820 (2018)

For illustration purposes only. Final design to be determined on case-by-case basis.



Sloping Sites

For illustration purposes only. Final design to be determined on case-by-case basis.

10. Sloping Streets Require Smaller Buildings

Maintain a Public Face

- Utilize Duplex or narrow three-unit Townhomes to front onto public streets in a hillside condition;
- Orient homes to front the public street to contribute to the life, attraction and safety of the public realm;
- Position front entrances with walkways and yards to face the public street;
- Utilize strata lanes for vehicle access, avoiding driveways and garage doors fronting on the public street;
- Minimize site regrading and landscape retaining walls through terracing buildings on the hillside;
- Utilize building basements as retaining structures with basement daylight walk-out and walk-up conditions.



For illustration purposes only. Final design to be determined on case-by-case basis.



Sloping Sites

For illustration purposes only. Final design to be determined on case-by-case basis.
Note: The illustrated three-storey townhomes require a variance on current RT-2 Zoning, unless part of basement condition.

CITY LANDS: SITE DESIGN GUIDELINES

PARTINGTON CREEK NEIGHBOURHOOD

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BB1544723

**UNDERSURFACE RIGHTS AND OTHER
EXCEPTIONS AND RESERVATIONS**

13 APR 2021 14 26

BB1544723

Date: _____ Time: _____ Document #: _____

LAND TITLE ACT**Form 17 (Section 154)****APPLICATION**

NOTE: Before submitting this application applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and improvement, water and irrigation districts.

NATURE OF INTEREST:**Undersurface Rights and other
Exceptions and Reservations**

Pursuant to Section 50 Land Act and
Section 35(7) Community Charter

Charge [X]

Market Value: N/A

HEREWITH FEES OF \$ FREE

Address of person entitled to be registered as owner, if different than shown in Instrument:
The Crown in Right of the Province of British Columbia
Parliament Buildings, Victoria, B.C.

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application
SEE BELOW *

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

Larry S. Blaschuk, Registrar, New Westminster Land Title OfficeRM

Examiner's Initials

*

PID # : 031-352-634

LEGAL DESCRIPTION:

THAT PART OF DISTRICT LOT 8249 GROUP 1 NEW WESTMINSTER DISTRICT
SHOWN AS LOT A PLAN EPP103754