

Barb Puddifant

From: CanCom Air Ltd <cca13@telus.net>
Sent: Thursday, October 23, 2025 9:25 AM
To: Gary Buxton
Cc: cityhall
Subject: Re DP-449
Attachments: Appendix A.jpg; Appendix A2.jpg; Appendix A1.jpg; Appendix A3.jpg; Appendix A4.jpg; Appendix A7.jpg; Appendix A6.jpg; Appendix A8.jpg; Appendix A9.jpg; Appendix A5.jpg; B 1.jpg; Appendix B.jpg; B 2.jpg; B 3.jpg; B 4.jpg; B 5.jpg; B 7.jpg; B 6.jpg; B 9.jpg; B 8.jpg

CITY OF SALMON ARM
500-2nd Ave, N.E.
Salmon Arm, BC V1E 4N2

ATTENTION: GARY BUXTON

Dear Sir:

RE: Development Permit with Variance No. DP-449, recessed for Public Hearing: Monday, October 27, 2025

Further to the recent Public Hearing on October 14, 2025 and further to the conversation with respect to our property containing a Covenant and Statutory Right of Way, please find enclosed the following legal documents for consideration:

Appendix A: Form C and Section 215 Covenant as an attachment;

Appendix B: Form C and a Storm and Sanitary Right of Way, with an attached Form 11(a) as an attachment;

Please note that as per the map in Appendix A, Lot 37 has a Covenant on their lot as well. All of this information must be seriously taken into consideration prior to City Council making a crucial decision regarding the development of 1150 – 12th Avenue, S.E.. We are deeply concerned that should any of the applicant's trees bordering Lot 36 and 37 be tampered with or removed, it will seriously compromise the trees and their root systems subject to the covenant on Lot 36 and 37. We ask that city council move to have a professional assessment completed with respect to this matter.

Sincerely yours,

MR HANS AMDAM
kja/kkam
SDG

Appendix "A"

4/7
LAND TITLE ACT
FORM C

(Section 219.81)

LAND TITLE OFFICE
KAMLOOPS BRITISH COLUMBIA

KL 125409

RIN 02
C 13.0

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 7 pages

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

BULL, HOUSSER & TUPPER, Barristers & Solicitors, 1450-13401-108th Avenue, Surrey,
British Columbia V3T 5T3 581-4677

Per: 
James B. Stewart

01 07/11/14 12:43:03 03 00 10018
CHARGE 899.00

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

No Parcel Identifier Lots 36 and 37 Section 12 Township 20 Range 10 West of the 6th Meridian KDYD
Plan 60529



KAMLOOPS AGENT
GILLESPIE RENKEMA BURKE

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Instrument

Transferee

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

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

D.F. Number:

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

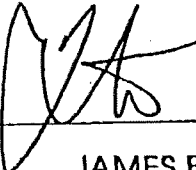
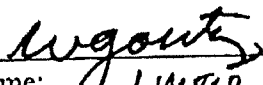

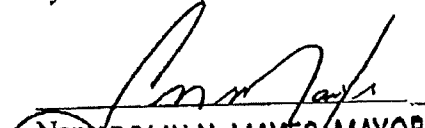
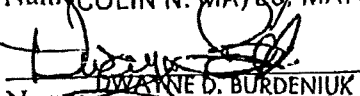
GOERTZ INVESTMENTS LTD. (Incorporation No. 425273)

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

DISTRICT OF SALMON ARM
PO Box 40, Salmon Arm, British Columbia, V1E 4N2

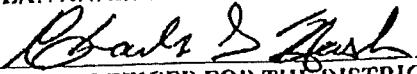
7. ADDITIONAL OR MODIFIED TERMS: * N/A

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			Party(ies) Signature(s)
	Y	M	D	
 _____ JAMES B. STEWART BARRISTER & SOLICITOR 1450 Station Tower, Gateway 13401 - 108th Avenue Surrey, B.C. V3T 5T3	97	10	3	GOERTZ INVESTMENTS LTD., by its authorized signatories:  Name: <u>WALTER GOERTZ</u>
 _____ GARY M. BROOKE BARRISTER & SOLICITOR Box 67, Salmon Arm, BC V1E 4N2 <i>as to the signature of Dwayne D. Burdeniuk</i>	97	10	20	DISTRICT OF SALMON ARM by its authorized signatories:  Name: <u>COLIN N. MAYES, MAYOR</u>  Name: <u>DWAYNE D. BURDENIUK</u> DEPUTY 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. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
 * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

THIS IS THE INSTRUMENT CREATING THE CONDITION OF COVENANT ENTERED INTO UNDER SECTION 219 OF THE LAND TITLE ACT BY THE REGISTERED OWNER REFERRED TO HEREIN AND SHOWN ON THE PRINT OF THE PLAN ANNEXED HERETO AND INITIALED BY ME.



 APPROVING OFFICER FOR THE DISTRICT OF SALMON ARM

**TERMS OF INSTRUMENT - PART 2
SECTION 215 COVENANT**

BETWEEN:

GOERTZ INVESTMENTS LTD. (Incorporation No. 425273)
3871 Rees Road, Richmond, British Columbia, V6X 2S4

(the "Covenantor")

OF THE FIRST PART

AND:

DISTRICT OF SALMON ARM
PO Box 40, Salmon Arm, British Columbia, V1E 4N2

(the "District")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the registered owner in fee simple of land located in the District of Salmon Arm and described as:

Parcel Identifier: No Parcel Identifier
Lots 36 and 37, Section 12 Township 20 Range 10 West of the 6th Meridian Kamloops
Division Yale District Plan KAP 60529
(the "Land")

B. Section 219 of the *Land Title Act* provides that a covenant of a negative or positive nature in respect of the use of land and buildings, and that land is not to be built on except in accordance with the covenant, may be registered as a charge against the title to land in favour of a municipality.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid by the District to the Covenantor, receipt and sufficiency of which is acknowledged, the Covenantor covenants and agrees as follows:

1. **THE COVENANTOR COVENANTS AND AGREES** with the District that:
 - (a) the Covenantor, in accordance with the direction of the District, on every lot created by way of a subdivision which lot contains any lands within the Covenant Area, being the portion of the Land boldly outlined on the explanatory plan prepared by J.C. Johnson, B.C.L.S. and registered concurrently herewith, a copy

of which is attached hereto as Schedule "A", shall preserve existing trees and ground cover.

- (b) the Covenantor shall not, without the prior written consent of the District, which consent to be in the District's sole discretion, cut down, trim, prune, defoliate, alter, remove or in any way tamper with the trees so preserved or planted, so that the said trees shall remain in perpetuity and the Covenantor further acknowledges and agrees that the District may require that a certified arborist prepare a report to be provided to the District prior to the removal or cutting down of any trees;

2. **IT IS MUTUALLY UNDERSTOOD AND AGREED** by and between the parties here that:

- (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public and private statutes, by-laws, order and regulations, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Covenantor;
- (b) the covenants set forth herein shall charge the said lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the said lands. It is further expressly agreed that the benefit of all covenants made by the Covenantor herein shall accrue solely to the covenantee and that this Agreement may only be modified or discharged by agreement of the District, pursuant to the provisions of Section 219 of the *Land Title Act*;
- (c) notwithstanding anything contained herein, the Covenantor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor ceases to have any further interest in the said lands;
- (d) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require;
- (e) this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns; and
- (f) the parties hereto 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.

3. NOTICE UPON DISPOSITION

Before disposing of title to the Land to any person, the Covenantor shall give written notice of this Covenant to every person to whom it proposes to convey title.

4. EFFECT OF A COVENANT

This Covenant runs with the Land and is binding upon the owners of the Land from time to time and every reference herein to the Covenantor includes the Covenantor's successors in title. The Covenantor shall not be liable for any breach of this Covenant occurring after the Covenantor has ceased to be an owner of the Land.

5. INDEMNITY

The Covenantor shall indemnify and save harmless the District, its officers, elected officials, employees and agents against any proceeding, claim or demand which may be made by any person in relation to the restrictions imposed by this Covenant or the obligations required to be performed under this Covenant. This indemnity applies to any act or omission occurring while the Covenantor is an owner of the Land, notwithstanding that the Covenantor may have ceased to be an owner of the Land, and shall survive the discharge of this Covenant from title to the Land in relation to acts or omissions occurring before such discharge.

6. FURTHER DOCUMENTS

The Covenantor shall execute and deliver or use its best efforts to cause to be executed and delivered any such further documents as may be necessary to give effect to this Covenant.

7. TIME OF THE ESSENCE

Time shall be of the essence of this Covenant.

8. REGULATORY POWER

Nothing in this Covenant or in the District's acceptance of this Covenant shall affect the rights and powers of the District under any statutes, bylaws, resolutions or other authorities, all of which may be exercised as though this Covenant had not been made.

9. NON-ENFORCEMENT

The District shall be under no obligation to enforce any of the provisions of this Covenant.

10. NOTICE

Whenever provision is made for notice to be given to the Covenantor under this Covenant, notice shall be deemed to have been given when delivered personally to an officer or director of the Covenantor or when mailed by prepaid registered mail to the registered or records office of the Covenantor, on the fourth day following the date of mailing.

11. SEVERABILITY

If any section or lesser portion of this Covenant is held invalid for any reason, the invalid portion shall be severed from this Covenant and the validity of the remainder of the Covenant shall not be affected.

12. AMENDMENT AND WAIVER

No amendment or waiver of any provision in this Covenant shall be valid unless it is made in writing and executed on behalf of the Covenantor and the District.

13. SCHEDULES

The following Schedules are annexed to and form part of this Covenant:

Schedule "A" - Explanatory Plan

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C to which this Agreement is attached and which forms part of this Agreement.

Appendix “B”

**LAND TITLE ACT
FORM C
(Section 219.81)**

97 NOV 14 12 41

KL 125407

RECEIVED
C 10

LAND TITLE OFFICE
KAMLOOPS/NEILSON

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 7 pages

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

**BULL, HOUSSER & TUPPER, Barristers & Solicitors, 1450-13401-108^h Avenue, Surrey,
British Columbia, V2Y 1S7 581-4677**

Per: [Signature]
James B. Stewart

01 97/11/14 12:42:45 01 KL 131918
CHARGE. \$50.00

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

See Schedule

See Schedule

AGS

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way

Entire Instrument

Transferee

KAMLOOPS AGENT
GILLESPIE RENZI BURKE

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

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

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

D.F. Number:

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

GOERTZ INVESTMENTS LTD. (Incorporation No. 425273)

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

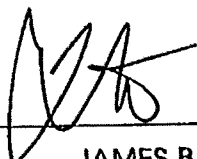


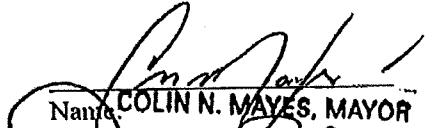

**DISTRICT OF SALMON ARM
PO Box 40, Salmon Arm, British Columbia, V1E 4N2**

[Handwritten initials]


GENERAL INSTRUMENT - Part 1

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			Party(ies) Signature(s)
	Y	M	D	
 JAMES B. STEWART BARRISTER & SOLICITOR 1450 Station Tower, Gateway 13401 - 108th Avenue Surrey, B.C. V3T 5T3	97			GOERTZ INVESTMENTS LTD. , by its authorized signatories:  Name: <u>Walter Goertz</u>
 GARY M. BROOKE BARRISTER & SOLICITOR Box 67, Salmon Arm, BC V1E 4N2 <i>as to the signature of Dwayne D. Burdeniuk</i>	97	10	20	DISTRICT OF SALMON ARM by its authorized signatories:  Name: <u>COLIN N. MAYES, MAYOR</u>  Name: <u>DWAYNE D. BURDENIUK</u> DEPUTY 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. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
 * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

District of Salmon Arm Reviewed/Approved by	
	
Signature	
Planning Department	Date Oct 17/97

**LAND TITLE ACT
FORM E**

SCHEDULE

Page 3

Enter the required information in the same order as the information must appear on the Freehold Transfer, Mortgage Form or General Instrument Form

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

PARCEL IDENTIFIER(S)

LEGAL DESCRIPTION(S)

NO PARCEL IDENTIFIERS

Lots 1, 2, 3, 4, 5, 6, 17, 18, 19, 20, 21, 23, 24, 25, 28, 29, 30, 31,

32, 33, 34, 35, 36, 37, 38, 39, 42 and 43 all of Section 12

Township 20 Range 10 West of the 6th Meridian

KDYD Plan KAP 60529

TERMS OF INSTRUMENT - PART 2
(Storm and Sanitary Sewer Right of Way)

Between:

GOERTZ INVESTMENTS LTD. (Incorporation No. 425273)
3871 Rees Road, Richmond, British Columbia, V6X 2S4

(the "Transferor")

And:

DISTRICT OF SALMON ARM
P.O.Box 40
Salmon Arm, B.C.
V1E 4N2

(the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner or is entitled to become the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the District of Salmon Arm, in the Province of British Columbia and being more particularly known as described as:

Parcel Identifier: No Parcel Identifiers
Lots 1 to 6, 17 to 21, 23 to 25, 28 to 39, and 42 and 43 Section 12 Township 20
Range 10 West of the 6th Meridian Kamloops Division Yale District

Plan KAP 60529

(hereinafter called the "Lands of the Transferor")

- B. To facilitate the installation of a sanitary sewer system, and a storm drainage system including all pipes, valves, fittings and facilities in connection therewith (hereinafter called the "Works"). The transferor has agreed to permit the construction by the Transferee of the aforementioned Works on a portion of the said Lands of the Transferor and to grant for that purpose the Statutory Right of Way hereinafter described;

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor) and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Transferee and for other valuable consideration:

jbs goertz salmon arm storm san

1.0 THE TRANSFEROR DOES HEREBY:

1.1 Grant, convey, confirm and transfer in perpetuity unto the Transferee, the full, free and uninterrupted right, licence, liberty, privilege, permission and Statutory Right of Way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of works upon, over, under and across that part of the Lands of the Transferor as shown outlined in black on a Reference Plan of Statutory Right of Way in the Lands of the Transferor, prepared by J.C. Johnson, B.C. Land Surveyor and completed on the 12th day of September, 1997, and deposited in the Kamloops Land Title Office under

No. KAP 60530

(hereinafter called the "Statutory Right of Way")

1.2 Covenant and agree to and with the Transferee that for the purposes aforesaid and upon, over, under and across the Statutory Right of Way, the Transferee shall, for itself and its servants, agents, workmen, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, be entitled at all times to enter, use, pass and re-pass, labour, construct, entrench, install, dig, carry away soil or other surface or subsurface materials, clear off all trees, growth, buildings, or obstructions now or hereafter in existence, as may be necessary, useful or convenient in connection with the operations of the Transferee in relation to the Works;

Agreed

1.3 Grant, convey, confirm and transfer unto the Transferee for itself, and its servants, agents, workmen, contractors and all other licensees of the Transferee together with machinery, the right to pass at all reasonable times to enter upon and to pass and re-pass over such of the Lands of the Transferor as may be reasonably required for the purpose of ingress to and egress from the Statutory Right of Way;

1.4 Transfer, assign and convey to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor have prior to this Agreement established or constructed or maintained or operated within the Statutory Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Statutory Right of Way.

2.0 THE TRANSFEROR HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEREE, as follows:

2.1 That the Transferor will not, nor permit any other person to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Statutory Right of Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to the Works authorized hereby to be installed in or upon the Statutory Right of Way;

2.2 That the Transferor will not do nor knowingly permit to be done any act or thing

Jhs goertz salmon arm storm san

which will interfere with or injure the said Works and in particular will not carry out any blasting on or adjacent to the Statutory Right of Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld;

- 2.3 That the Transferor will not substantially add to or diminish the soil cover over any of the Works installed in the Statutory Right of Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Statutory Right of Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld;
- 2.4 That the Transferor will from time to time and at all times upon every reasonable request and at the cost of the Transferee do and execute or cause to be made done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.
- 3.0 THE TRANSFEEE HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEROR, as follows:
- 3.1 That the Transferee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as back-filling proceeds;
- 3.2 That the Transferee will thoroughly clean all Lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave such Lands in a neat and clean condition;
- 3.3 That the Transferee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Transferor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such Lands. PROVIDED HOWEVER that nothing herein contained shall require the Transferee to restore any trees or other surface growth but the Transferee shall leave such Lands in a condition which will not inhibit natural regeneration of such growth;
- 3.4 That the Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Transferor as possible.
- 4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:
- 4.1 The said works referred to above, together with all pipes, valves, conduits, wires, casing, fittings, lines, meters, appliances, facilities, attachments, or devices used in connection therewith shall constitute the Works;
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on

7

to, set, constructed, laid, erected in, upon or under the Statutory Right of Way by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee;

- 4.3 In the event that the Transferee abandons the Works or any part thereof, the Transferee may, if it so elects, leave the whole or any part thereof in place;
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all the Lands of the Transferor subject only to the rights and restrictions herein contained;
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's seisin or ownership of any interest in the Lands of the Transferor, and with respect only to the portion of the Lands of the Transferor of which the Transferor shall be seised or in which he shall have an interest, but that the Lands of the Transferor, nevertheless, be and remain at all times charged therewith;
- 4.6 If at the date hereof, the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;
- 4.7 Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint;
- 4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or feminine or neuter, as the case may be, had been used, where the parties or the context so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents.

END OF DOCUMENT

✓

Jbs goertz salmon arm storm san

**LAND TITLE ACT
Form 11(a)
(Section 99(1)(e), (j) and (k))**

**APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)**

I, DANIELA BRAIDA, LAND AGENT, GILLESPIE, RENKEMA, BURKE, 200 - 121 ST PAUL STREET, KAMLOOPS, B.C., on behalf of **DISTRICT OF SALMON ARM, P.O. BOX 40, SALMON ARM, B.C., V1E 4N2** the owners of a registered charge (or agent of the owner of a registered charge) apply to deposit reference/explanatory plan of:

**SRW THRU LOTS 1 TO 6, 17 TO 21, 23 TO 25, 28 TO 39, 42, AND 43, PLAN
KAP 60529, SECTION 12, TOWNSHIP 20, RANGE 10, W6M, K.D.Y.D.**

ASSIGNED PLAN NO.

KAP 60530

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u).
3. Fee of \$50.00.

Dated the 13th day of November, 1997.

01 97/11/14 12:42:50 01 KL 131918
DT PLANS \$50.00

D. Braida
Signature

DEB

- NOTE:**
- (i) The following reproductions of the plan must accompany this application:
 - (a) one blue original (alternatively, white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
 - (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 93/75) under the **Agricultural Land Commission Act**.
 - (b) Where a notice respecting a grant under the **Home Purchase Assistance Act** is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:
"The eligible residence as defined by the **Home Purchase Assistance Act** is located on lot _____ created by this plan.
 - (c) B.C.L.S. or solicitor for owners
Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
 - (d) Where the plan refers to a covenant to be made under section 215, the Instrument containing the covenant must be tendered with the plan.

LAND TITLE ACT
Form 11(a)
(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)**

I, DANIELA BRAIDA, LAND AGENT, GILLESPIE, RENKEMA, BURKE, 200 - 121 ST PAUL STREET, KAMLOOPS, B.C., on behalf of **DISTRICT OF SALMON ARM, P.O. BOX 40, SALMON ARM, B.C., V1E 4N2** the owners of a registered charge (or agent of the owner of a registered charge) apply to deposit reference/explanatory plan of:

**COVENANT FOR LOTS 36 AND 37, PLAN KAP 60529, SECTION 12,
TOWNSHIP 20, RANGE 10, W6M, K.D.Y.D.**

ASSIGNED PLAN NO.

KAP 60531

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u).
3. Fee of \$50.00.

01 97/11/14 12:43:11 01 KL
OF PLANS

131918
\$50.00

Dated the 13th day of November, 1997.



Signature

- NOTE:**
- (i) The following reproductions of the plan must accompany this application:
 - (a) one blue original (alternatively, white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
 - (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 93/75) under the **Agricultural Land Commission Act**.
 - (b) Where a notice respecting a grant under the **Home Purchase Assistance Act** is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:
"The eligible residence as defined by the **Home Purchase Assistance Act** is located on lot _____ created by this plan.
 - (c) B.C.L.S. or solicitor for owners
Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
 - (d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

BROWNE JOHNSON LAND SURVEYORS *

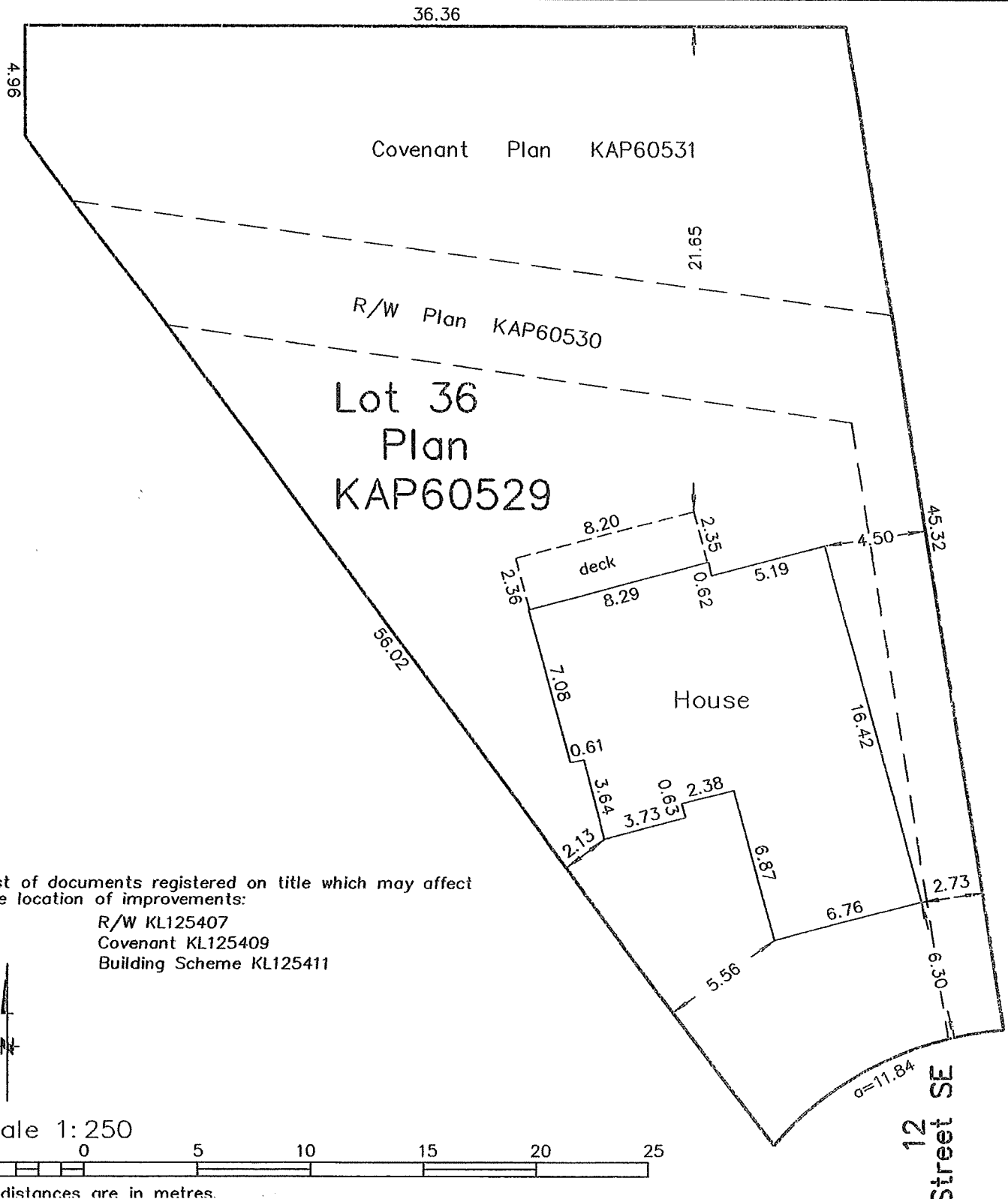
BRITISH COLUMBIA AND CANADA LANDS

Box 362, Salmon Arm, B.C. V1E 4N5 (250)832-9701

BC LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE

To: Sandy Ridge Construction,
1389 Robin Road,
Tappen, BC
VOE 2X2
Your File:

Re: Lot 36, Section 12, Township 20,
Range 10, W6M, KDYD,
Plan KAP60529
Parcel Identifier(PID): 023-954-159
Civic Address: 1221 12 Street SE

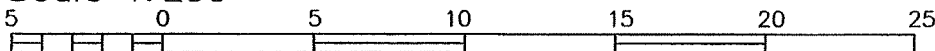


List of documents registered on title which may affect the location of improvements:

- R/W KL125407
- Covenant KL125409
- Building Scheme KL125411



Scale 1:250



All distances are in metres.