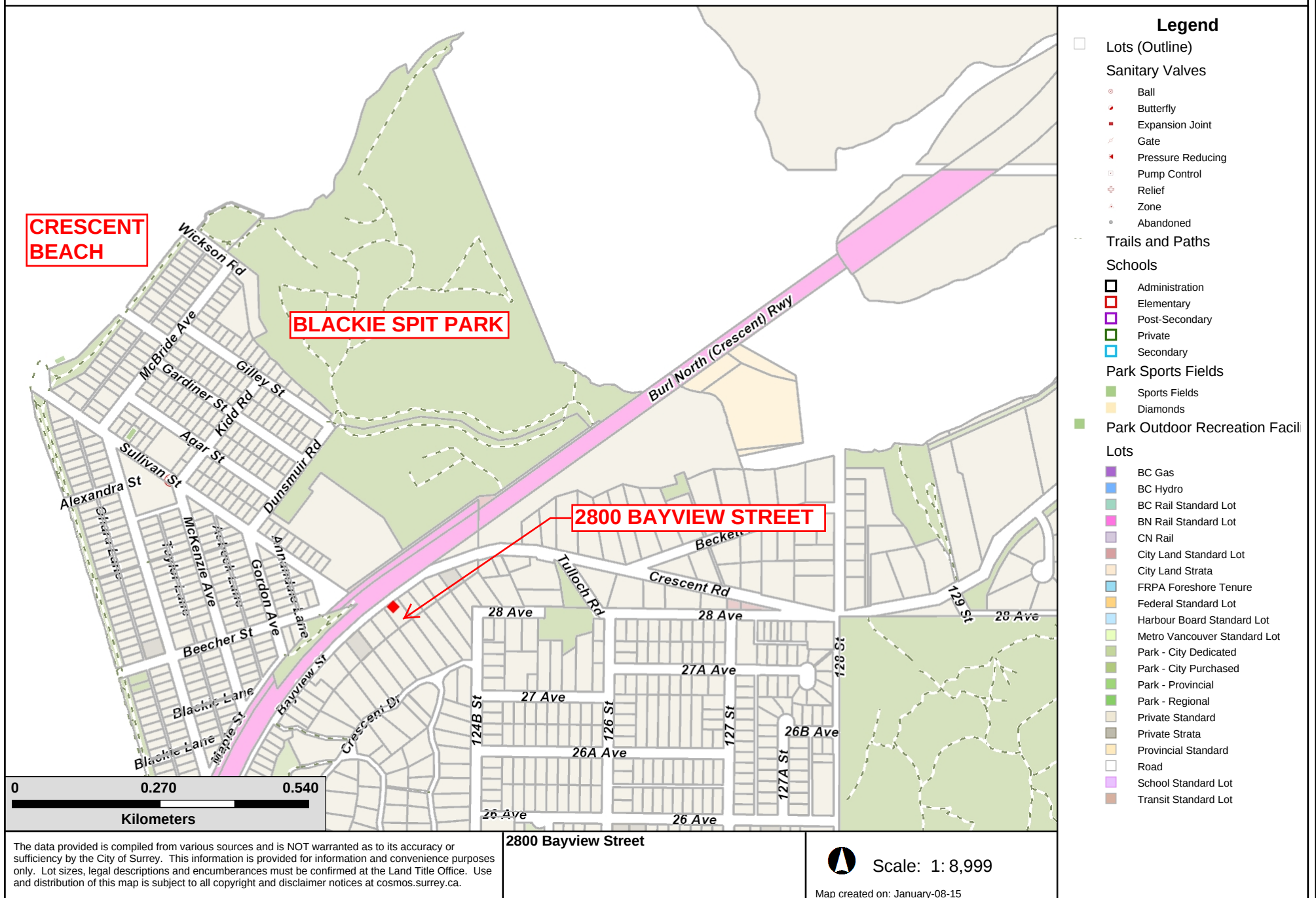




LAND SERVICES SEARCH REQUEST CLIENT COPY



4126 Norland Avenue
Burnaby, BC V5G 3S8
Phone: 604-637-4000 / 1-800-561-1404
Fax: 604-637-4001 / 1-800-590-3310

Order #: 5136188
Reference: 2800 Bayview St
Ordered on: 2014-11-28

Processed by: Rachel Kim

Attention: Beebe Cline
Client #: 24446
Hugh And McKinnon Realty
14007 16th Ave.,
White Rock, BC, V4A 1P9

Phone: 604-531-1909

Requested services on the following:

Registered owner: Marina Makhnach
Address: 2800 Bayview Street
Surrey, BC
Registry: BC Online (Land)
PID: 002-346-605
Instrument #: 293976C
CA3993668
CA3993671

Special instructions: Please search on title 3 Items (do not need title): 1. Nature: Undersurface Rights/Reg #: 293976C/Remarks: See 469820E /
2. Covenant/CA3993668/2014-09-30 15:08/City of Surrey /
3. Covenant/CA3993671/2014-09-30 15:08/City of Surrey
Special instructions for the client: CA3993668 and CA3993671 is attached. Document 293976C is attached.

Requested services:

Billing information:

Bill to: Client #: 24446
Hugh And McKinnon Realty

Return method:

Other: D+H CollateralGuard RC

This message may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this message or the information it contains by other than an intended recipient is unauthorized. If you received this message in error, please advise us (by return e-mail or otherwise) immediately.

Ce message est confidentiel et protégé. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie de ce message ou des renseignements qu'il contient par une personne autre que le (les) destinataire(s) désigné(s) est interdite. Si vous recevez ce message par erreur, veuillez nous en aviser immédiatement, par retour de courrier électronique ou par un autre moyen.

Status: Registered

Doc #: CA3993668

RCVD: 2014-09-30 RQST: 2014-11-28 14.50.00

FORM_C_V19 (Charge)

NEW WESTMINSTER LAND TITLE OFFICE

Sep-30-2014 15:08:42.001

DECLARATION(S) ATTACHED
CA3993668 CA3993670

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 31 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Harjot Kaur
Dhesa IH4J7P

Digitally signed by Harjot Kaur Dhesa
IH4J7P
DN: c=CA, cn=Harjot Kaur Dhesa
IH4J7P, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=IH4J7P
Date: 2014.09.30 15:02:19 -0700'

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

BUCKLEY HOGAN LAW OFFICE

Barristers & Solicitors

#200 -8120 128TH STREET

SURREY

BC V3W 1R1

Document Fees: \$220.50

FILE: 66867-S-ks
LTO CLIENT #10985
SURREY FILE #

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

002-346-605

LOT 20 DISTRICT LOT 52 GROUP 2 NEW WESTMINSTER DISTRICT PLAN
21541

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):

SEE SCHEDULE

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

CITY OF SURREY

13450 104 AVENUE

SURREY

BRITISH COLUMBIA

V3T 1V8

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)

STEFAN T. CHARLES

Barrister & Solicitor

#200 8120 128th Street

Surrey, B.C. V3W 1R1

Execution Date

Y	M	D
14	08	12

Transferor(s) Signature(s)

MARINA MAKHNACH

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.

PAGE 2 of 31 pages

Transferor / Borrower / Party Signature(s)

Name: _____

Page 2 of 37

PAGE 3 of 31 pages

Transferor / Borrower / Party Signature(s)

Susan Ho - Acting City Clerk

Page 3 of 37

PAGE 4 of 31 pages

Transferor / Borrower / Party Signature(s)

JAMES L. MERCIER

Page 4 of 37

LAND TITLE ACT FORM E SCHEDULE			PAGE 5 OF 31 PAGES
NATURE OF INTEREST Covenant	CHARGE NO.	ADDITIONAL INFORMATION SECTION 219 COVENANT IN FAVOUR OF THE CITY OF SURREY	
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION Priority Agreement granting priority to the Covenant over Mortgage #CA3676821	
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION Priority Agreement granting priority to the Covenant over Mortgage #CA3848636	
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION	
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION	
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION	

Status: Registered

Doc #: CA3993668

RCVD: 2014-09-30 RQST: 2014-11-28 14.50.00

FORM_E_V19

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 31 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR:

MARINA MAKHNACH, Registered Owner and

THE TORONTO-DOMINION BANK and

RELIABLE MORTGAGES INVESTMENT CORP. as to priority



July 22nd, 2014

Mr. Remco Coesel
204 – 189 National Ave.
Vancouver, BC
V6A 4L8

Ref.: Geotechnical Report and Slope Stability Assessment
Proposed residential development – 2800 Bayview St, Surrey, BC

Dear Sir,

As requested, Western Pacific Engineering Group Limited (WPEG) conducted a geotechnical assessment at the above-referenced site for the proposed residential development. The purpose of the investigation is to assess the subsoil conditions for the design of foundations, excavations, and the stability of slopes and to provide geotechnical recommendations for structural design.

The study involved several stages including a preliminary site assessment, the review of background information, a subsoil investigation and the processing and analysis of the information collected during the previous stages to provide the recommendations contained herein.

The slope stability assessment was carried out following the recommended state of the practice for the province of British Columbia as described in detail below. This report summarizes the site conditions and provides recommendations per the scope described above.

The scope of this study does not include the environmental assessment of the site.

1. SITE AND PROJECT DESCRIPTION

The subject site is identified with the Legal Description Lot 20, DL 52, GP 2, NWD Plan 21541 and Civic Address 2800 Bayview St in the area known as Crescent Beach in Surrey, BC. The lot is bounded by Bayview St to the north, and by residential properties to the west, east and south (See Figure 1).

The lot is characterized by a terraced topography consisting of an upper south slope rolling down in northwest direction followed by a 20 m long terrace at its toe where an existing residential

WESTERN PACIFIC
ENGINEERING GROUP LIMITED
101-4401 Blauson Blvd
Abbotsford, BC, Canada, V3G 0A4
Tel/Fax: (604) 855-9173
Cell: (778) 245-5002

www.westpacific.com



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dwelling is located. Past this terrace, the terrain slopes down again towards Bayview St located at the toe of the slope where the ground becomes level (see topographic survey of the site in Figure 2).

The proposed development entails a two-level addition to the existing house towards the northeast corner of the house. The building footprint of the addition has a length of 8.8 m and width of 6.9 m, approximately. The house addition is to be built using conventional timber framing construction. Some renovation works will be carried on the existing dwelling but they don't require modifications to the current building footprint.

Tiered landscaping walls built out of boulders are proposed at the back and front slopes. The design and construction recommendations of such walls is included in Appendix 3 of this report.

2. REVIEW OF INFORMATION

WPEG conducted the review of the following information relevant to the project:

- City of Surrey Subdivision By-Law No. 8830
- City of Surrey Zoning By-Law No. 12000
- City of Surrey – A Guide to Applying for a Building Permit for Residential Buildings Located in the Crescent Beach Floodplain.
- Cave, P. (1993) – Hazard Acceptability Thresholds for Development Approvals by Local Government.
- City of Surrey's Mapping On Line System (COSMOS)
- Geological Survey of Canada Map 1484A – Surficial Geology New Westminster
- Architectural drawings No. A1, A2, A3 and A4 dated April 07, 2014 by MyHomeDesigner.com Ltd.

3. SUBSOIL INVESTIGATION

A preliminary site assessment was conducted on May 19, 2014. Subsequently, subsoil investigation consisting of four test holes (TH-1 to TH-4) excavated to a maximum depth of 1.5 m below the existing ground elevation was carried out on May 22, 2014. A WPEG's geotechnical engineer laid out the test holes, logged the soil condition and carried out a detailed geotechnical assessment of the site. Location of the test holes is shown in Figure 2, attached.



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4. SITE GEOLOGY, GEOMORPHOLOGY AND SUBSURFACE CONDITIONS

4.1 Geologic Setting

According the Geological Survey of Canada (GSC) Map No. 1484a "Surficial Geology New Westminster", the soils at this site consist of Vashon Drift (Va) glacial deposits including lodgment till with sandy loam matrix and minor flow till containing lenses and interbeds of laminated stony silt and in places layers of till separated by glaciofluvial deposits including gravel and sand. Sumas Drift Geological Unit (Se), consisting of raised proglacial deltaic gravel and sand. An excerpt of the above-mentioned map at the location of the subject project is shown in Figure 2.

4.2 Geomorphology

The terraced morphology of the site is characteristic of that of glacial soil deposits. The upper slope, to the south of the lot, has a moderate to moderately steep gradient and a maximum height of 2 m, with its top sloping gently towards the adjacent property at the back of the property.

The terrace has a gentle slope gradient, while the lower slope gradients vary from moderate to steep. No signs of past or present instability or erosion problems were observed.

4.3 Subsurface Conditions

The soil deposits described in Section 4.1 of this report are consistent with the materials observed during our subsoil investigation and site assessment. The soil stratigraphy in general consists of an upper layer of top soil underlain by dense to very dense sand and gravely sand.

The detailed description of the soil stratigraphy observed in the test holes is shown below. The depths are measured with respect to the existing ground at each location.

Test Hole TH-1

From 0.0 m to 0.20 m	Top soil
From 0.20 m to 1.20 m	Dense to very dense, dry to moist, gravely sand. Dmax = 100 mm
End of test hole. No groundwater table or water seepage observed at the depth of investigation.	

Test Hole TH-2 (Trench on upper slope)

From 0.0 m to 0.30 m	Top soil
From 0.30 m to 1.00 m	Dense to very dense, moist, reddish, light brown, fine sand
End of test hole. No groundwater table or water seepage observed at the depth of investigation.	



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Test Hole TH-3

From 0.0 m to 1.5 m Dense to very dense, moist, reddish, light brown, gravely fine sand.
Gravel $D_{max} = 100$ mm. Boulders up to 300 mm were observed.
End of test hole. No groundwater table or water seepage observed at the depth of investigation

Test Hole TH-3

From 0.0 m to 0.6 m Top soil with fine roots
From 0.6 m to 1.2 m Dense to very dense, moist, yellowish, light brown, fine sand, some
fine, rounded gravel.
End of test hole. No groundwater table or water seepage observed at the depth of investigation

5. DISCUSSION AND RECOMMENDATIONS

5.1 General

It is WPEG's professional opinion that the subject site is suitable for the proposed development provided that the recommendations described below are followed.

5.2 Site Preparation

Top soil must be stripped to the depth of the native sand for the construction of footings, and boulder walls. The topsoil can be stockpiled for its use in landscaping provided that it is covered to prevent it from being washed out by rain or blown by the wind. No stockpiling must take place in the vicinity of the top of a slope.

It is recommended that the excavation be carried out using a smooth bucket excavator to minimize the loosening of the sand. After reaching the depth of foundation, compact the soil to a minimum density of 100% Standard Proctor Maximum Dry Density (SPMDD). Foundation soil must be approved by the geotechnical engineer prior to pouring of footings or placement of boulders.

Landscaping rock (boulder) walls are proposed at the back (upper) and front (lower) slopes of the lot as shown in Drawings 1 to 3 of Appendix 3; the walls proposed at the front, lower slopes are tiered with a maximum height of 2.1 m (7 ft.) at each tier; they must have a general 2H:1V geometry, that is, the berm width on top of a wall must be two times the wall height (4.2 m for the maximum wall height) measured from the back of the top boulder to the toe of the upper wall.



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The wall proposed at the back of the lot (upper slope) has a maximum height of 1.8 m (6 ft.) with an upper slope inclined at 2H:1V. Details and construction recommendations are included in Appendix 3.

Excavation for the boulder walls must proceed from top to bottom of the slope, and the installation must start from bottom to top. The slopes must be excavated with steps into the native sand to provide interlocking with the backfill material (i.e. avoiding creation of predefined slide surfaces). Temporary cut slopes must not be steeper than 1.25H:1V. We understand that no excavation will take place in vicinity of the existing building footings except those for the footings of the addition.

The wall backfill material must consist of sound, clean, granular soil, free of organic or deleterious materials, maximum size of 150 mm (6 in.), with no more than 5 percent of 150 mm (6 in.) size and fine contents (passing sieve No. 200) of less than five percent. Clean sand from the excavation can be used prior approval by WPEG. Compaction must be carried out using a 500-lb compaction plate in 250 mm (10 in.) thick lifts.

Boulder walls must be provided with a chimney drain consisting of a 300 mm thick column of 50 mm (2") clear crushed gravel placed behind the wall for the full height minus the upper 300 mm. A 6 oz. filter fabric must be used as separator between the clear gravel and the wall backfill. The wall berms must be provided with a minimum slope of 3% towards the face of the wall and vegetated to protect against water erosion.

It is anticipated that the building will be founded on the native sand or gravely sand. Footings must be provided with a minimum burial depth of 450 mm (18") for frost protection. The minimum footing width must be the greater of 450 mm (18") for strip footings and 900 mm (36") for spread (square) footings or that determined by the structural engineer.

No drain tile is required for the perimeter footings. Roof drainage for proposed addition is expected to be collected at one rain leader; according to information provided by the client an approximate area of 40 m² (400 sq.ft.) will be draining to this point. It is recommended that this rain leader be connected to a rock pit with a minimum capacity of 2 m³ to handle peak volumes for a design rainfall with a return period of 10-years. The rock pit can be installed in the yard area or by the side of the house into the native gravely sand and must backfilled with clean drain gravel ranging in size from 30 mm to 50 mm (1-1/2" to 2") and wrapped in 6 Oz. filter fabric.

5.3 Bearing Capacity

Footings founded on the native sand can be designed based on a factored Ultimate Limit State (ULS) bearing pressure of 190 kPa (3,750 psf approx.), for a resistance factor ϕ of 0.5; the Serviceability Limit State (SLS) bearing pressure is 125 kPa (2,500 psf approx.).



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The above estimated values do not consider the effect of eccentric or inclined loads; for those cases or where the footings are placed near the crest of sloping fills or slopes the bearing capacity value may need to be adjusted and WPEG must be notified to make the corresponding recommendations.

5.4 Lateral Earth Pressure

Laterally unrestrained retaining walls can be designed based on the following lateral earth pressure coefficients:

$$K_a = 0.300$$

$$\Delta K_{ae} = 0.155$$

Where,

K_a = Lateral active earth pressure coefficient

ΔK_{ae} = Increase in lateral earth pressure coefficient due to the earthquake loads

If loads are expected to be applied on top of the wall within a distance from its back equal or less than half of the wall height, those loads must be accounted for in the calculation of external forces.

5.5 Seismic Site Response and Classification

The Site Classification for the purpose of structural design is C – Very Dense Soil or Soft Rock as per the BC Building Code, 2012. The Peak Ground Acceleration (PGA) and spectral values for Site Class C- to be used in the structural design for a 2% probability of exceedance in 50 years as provided by National Resources Canada (<http://www.earthquakescanada.nrcan.gc.ca>) are:

$$PGA = 0.56$$

$$S_a(0.2) = 1.118$$

$$S_a(0.5) = 0.746$$

$$S_a(1.0) = 0.345$$

$$S_a(2.0) = 0.176$$

Amplification factors F_a and F_v to be determined based on the above parameters and Site Classification, per the BC Building Code 2012.



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5.6 Slope Stability Assessment

WPEG conducted a geotechnical assessment of the slopes during our site visits. The upper and lower slopes look stable, without signs of past or present instability and no steepening of the slopes is anticipated as a result of the construction activities. Landscaping boulder walls –discussed previously- will be built at the toe of the lower and upper slopes.

In addition to the site assessment, slope stability analyses were carried out for the slopes for the static and seismic conditions using limit equilibrium methods of analysis for their current geometry. Seismic performance of the critical slope sections were analyzed based on the procedure recommended by the APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC: Slope Displacement – Based Seismic Coefficient (Method 2).

Two slope geometries were analyzed for the current condition of the slope (See Sections A-A' and B-B' in Figures 2 and 4). The results of our analyses indicate that the slope are stable under the current conditions and that the expected deformation in the event of occurrence of the seismic event for a 2% in 50-year probability of exceedance is within the acceptable 15 cm limit. The construction of the landscaping walls described above will provide buttressing to the slopes resulting in increased factors of safety. The recommended setback from the top of the lower slope is 2 m (see Figure 2); this setback to be registered in a Registered Covenant per directions of the City of Surrey.

Based on the above, we estimate that the occurrence of a localized small landslide is unlikely with a probability of occurrence $< 1:10,000$. The City of Surrey has not adopted a level of landslide safety. Therefore, this results have been compared to the acceptability criteria by Cave (1993). Consequently, it is our professional opinion that the site can be used safely for the use intended.

Landslide Assessment Assurance Statement (APEGBC Appendix D) is attached to this report.

6. REVIEW AND INSPECTION

We recommend retaining WPEG to conduct the following inspection activities:

- ✖ Excavation and foundation soil inspection
- ✖ Construction of boulder walls
- ✖ Backfill quality and compaction inspection
- ✖ Rock pit installation



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7. LIMITATIONS AND CLOSURE

The recommendations provided in this report are based on our field observations and the analysis of the results of the subsoil investigation; however due to the variable nature of the subsoil, and the limitations of the field investigation, unexpected conditions may be found; Western Pacific Engineering Group Limited must be informed by the client in this event to conduct the necessary adjustments.

This report has been prepared in accordance with general accepted engineering practice for the exclusive use of the client for the purposes stated. No other warranty, expressed or implied is made.

Reviewed by,

A handwritten signature in black ink, appearing to read "German A. Cajigas".
A circular professional engineer seal for the Province of British Columbia. The seal contains the text "PROFESSIONAL ENGINEER", "PROVINCE OF BRITISH COLUMBIA", and "G. A. CAJIGAS SILVA # 36878". A date stamp "22 JUL 2014" is visible over the seal.

German A. Cajigas, M.Eng., P.Eng.
Senior Geotechnical Engineer

A circular professional engineer seal for the Province of British Columbia. The seal contains the text "PROFESSIONAL ENGINEER", "PROVINCE OF BRITISH COLUMBIA", and "F. A. MORALES # 36694". A date stamp "JUL 22 2014" is visible over the seal.
A handwritten signature in black ink, appearing to read "Fabio Alexander Morales".

Fabio Alexander Morales, P.Eng.
Principal



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APPENDIX 1. FIGURES



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22 JULY 2014

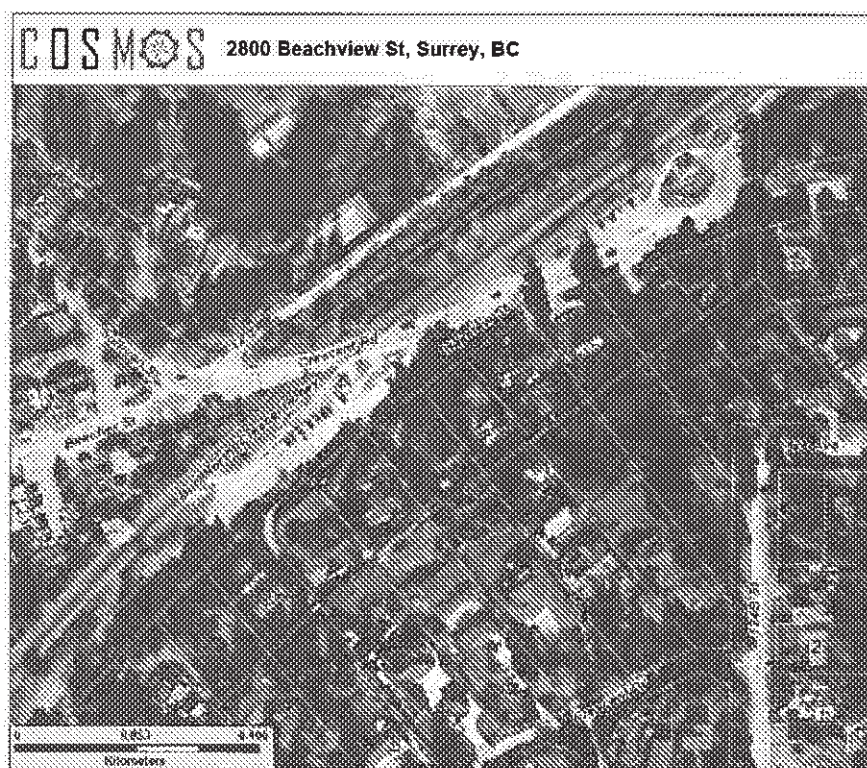
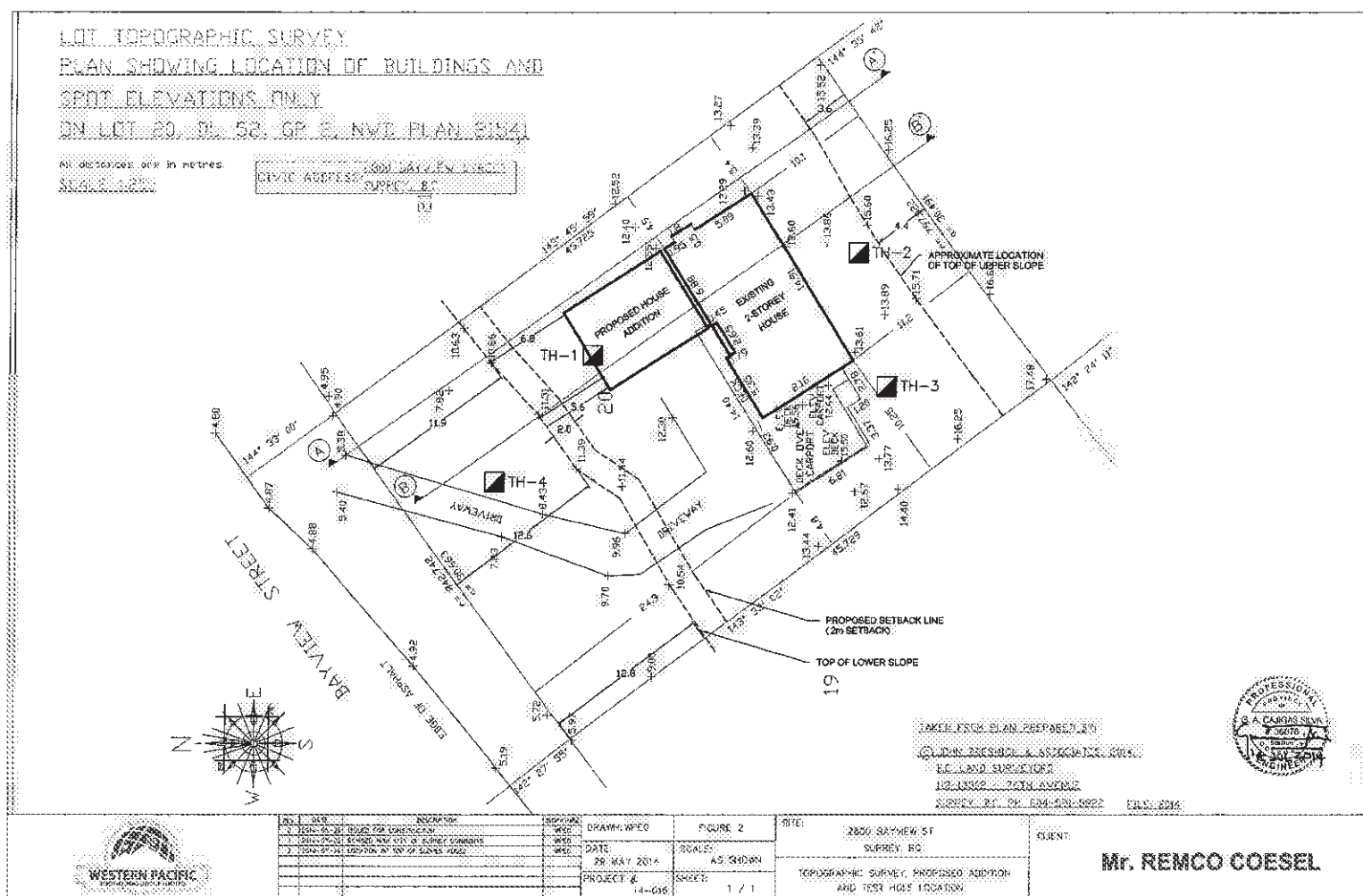


Figure 1. General Site Location (Clipping from COSMOS - NTS)





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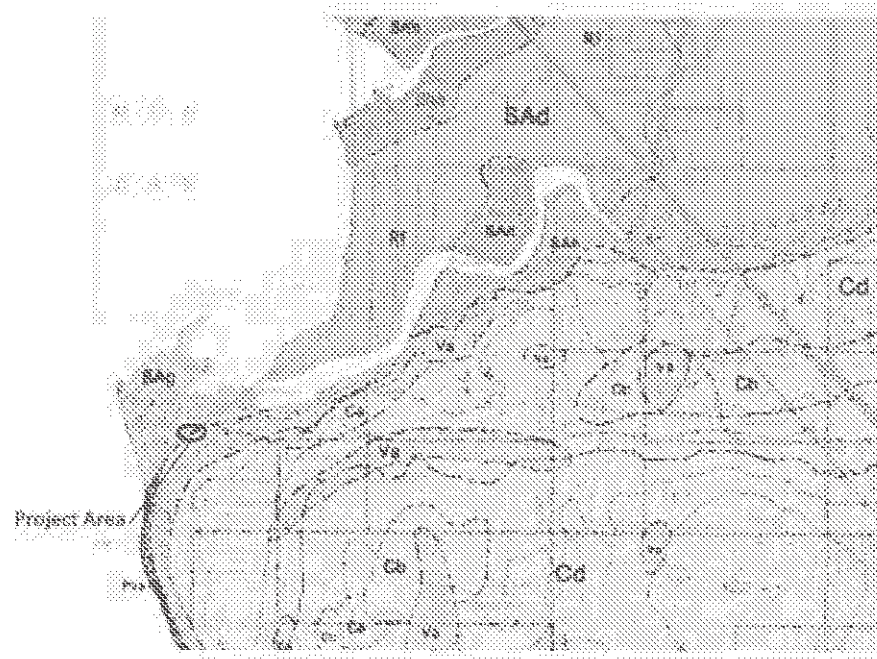


Figure 3. Geologic Units at the Project Area (GSC Map No. 1484a)



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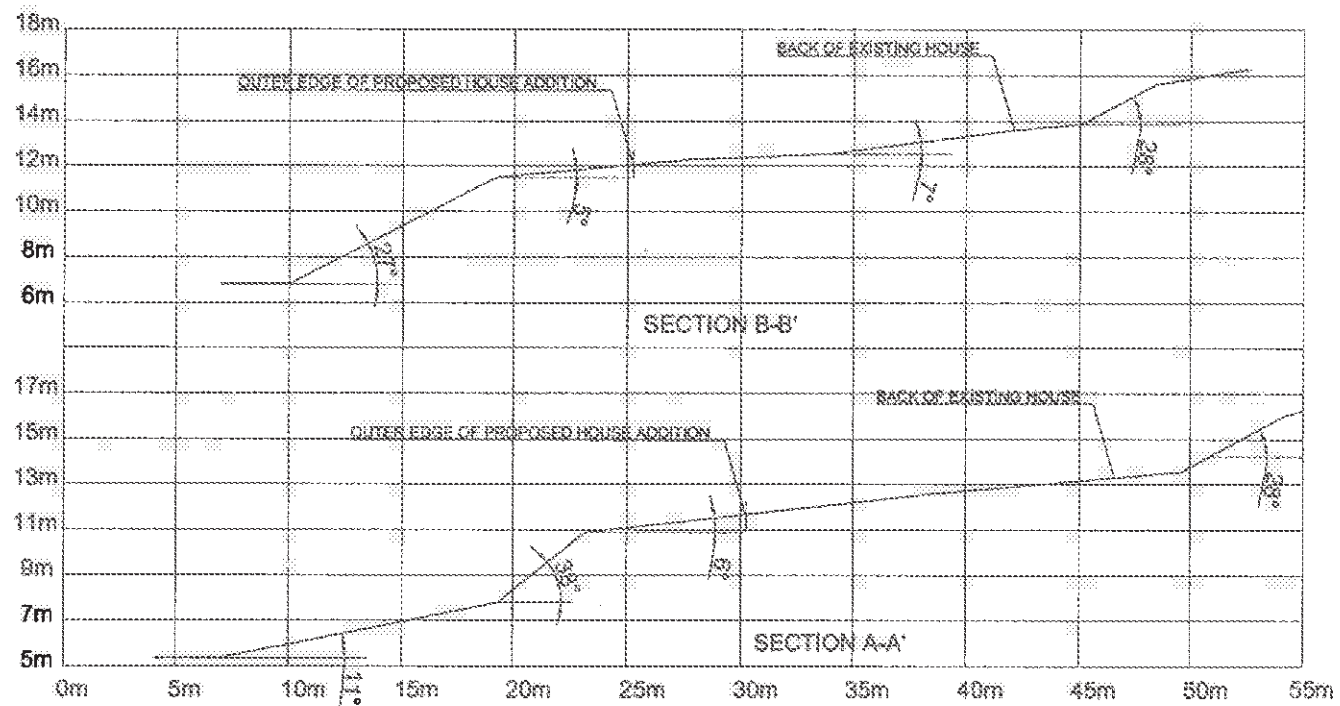


Figure 4. Critical Cross Sections for Slope Stability Analysis



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APPENDIX 2. LANDSLIDE ASSESSMENT ASSURANCE STATEMENT



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APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the "APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia", March 2006/Revised September 2006 ("APEGBC Guidelines") and the "2006 BC Building Code (BCBC 2006)" and is to be provided for landslide assessments (not floods or flood controls) for the purposes of the Land Title Act, Community Charter or the Local Government Act. *Italicized words are defined in the APEGBC Guidelines.*

To: The Approving Authority

Date: 02 JULY 2014

CITY OF SURREY

Jurisdiction and address:

With reference to (check one):

- ☐ Land Title Act (Section 86) – Subdivision Approval
- ☐ Local Government Act (Sections 919.1 and 920) – Development Permit
- ☒ Community Charter (Section 56) – Building Permit
- ☐ Local Government Act (Section 910) – Flood Plain Bylaw Variance
- ☐ Local Government Act (Section 910) – Flood Plain Bylaw Exemption
- ☐ British Columbia Building Code 2006 sentences 4.1.8.16 (8) and 9.4.4.4 (2) (Refer to BC Building and Safety Policy Branch Information Bulletin B10-01 issued January 18, 2010)

For the Property:

LOT 20, D.L.S. 2, G.P. 2, N.W.D. PLAN 21541 / 2800 BAYVIEW ST.

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a *Qualified Professional* and is a *Professional Engineer or Professional Geoscientist*.

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this Statement. In preparing that report I have:

Check to the left of applicable items

- ☒ 1. Collected and reviewed appropriate background information
- ☒ 2. Reviewed the proposed *residential development* on the Property
- ☒ 3. Conducted field work on and, if required, beyond the Property
- ☒ 4. Reported on the results of the field work on and, if required, beyond the Property
- ☒ 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - ☒ 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - ☒ 6.2 estimated the *landslide hazard*
 - ☒ 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - ☒ 6.4 estimated the potential *consequences* to those *elements at risk*
- 7. Where the Approving Authority has adopted a *level of landslide safety* I have:
 - ☐ 7.1 compared the *level of landslide safety* adopted by the Approving Authority with the findings of my investigation
 - ☐ 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - ☐ 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the Approving Authority has *not* adopted a *level of landslide safety* I have:



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- ☒ 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used
- ☒ 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
- ☒ 8.3 compared this guideline with the findings of my investigation
- ☒ 8.4 made a finding on the *level of landslide safety* on the Property based on the comparison
- ☒ 8.5 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- ☒ 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections.

Based on my comparison between:

- Check one
- ☐ the findings from the investigation and the adopted *level of landslide safety* (item 7.2 above)
 - ☒ the appropriate and identified provincial, national or international guideline for *level of landslide safety* (item 8.4 above)

I hereby give my assurance that, based on the conditions⁽¹⁾ contained in the attached *landslide assessment* report,

- Check one
- ☐ for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"
 - Check one
 - ☐ with one or more recommended registered covenants.
 - ☐ without any registered covenant.
 - ☐ for a development permit, as required by the Local Government Act (Sections 919.1 and 920), my report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit".
 - ☒ for a building permit, as required by the Community Charter (Section 56), "the land may be used safely for the use intended"
 - Check one
 - ☒ with one or more recommended registered covenants.
 - ☐ without any registered covenant.
 - ☐ for flood plain bylaw variance, as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the Local Government Act (Section 910), "the development may occur safely".
 - ☐ for flood plain bylaw exemption, as required by the Local Government Act (Section 910), "the land may be used safely for the use intended".

GERHAN A. CAJIGAS

Name (print)

Signature

02 JULY 2014

Date

⁽¹⁾ When seismic slope stability assessments are involved, *level of landslide safety* is considered to be a "life safety" criteria as described in the National Building Code of Canada (NBCC 2005), Commentary on Design for Seismic Effects in the User's Guide, Structural Commentaries, Part 4 of Division B. This states:

"The primary objective of seismic design is to provide an acceptable level of safety for building occupants and the general public as the building responds to strong ground motion; in other words, to minimize loss of life. This implies that, although there will likely be extensive structural and non-structural damage, during the DGM (design ground motion), there is a reasonable degree of confidence that the building will not collapse nor will its attachments break off and fall on people near the building. This performance level is termed 'extensive damage' because, although the structure may be heavily damaged and may have lost a substantial amount of its initial strength and stiffness, it retains some margin of resistance against collapse."



PROJECT NO: 14-016
2800 BAYVIEW ST, SURREY, BC
GEOTECHNICAL REPORT - REV. 2
22 JULY 2014

101-4401 Blausson Blvd.
Address
ABBOTSFORD, BC, V8G 0A4
778 846 7085
Telephone



(Affix Professional seal here)

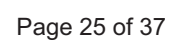
If the Qualified Professional is a member of a firm, complete the following:

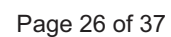
I am a member of the firm WESTERN PACIFIC ENGINEERING GROUP LIMITED.
and I sign this letter on behalf of the firm. (Print name of firm)

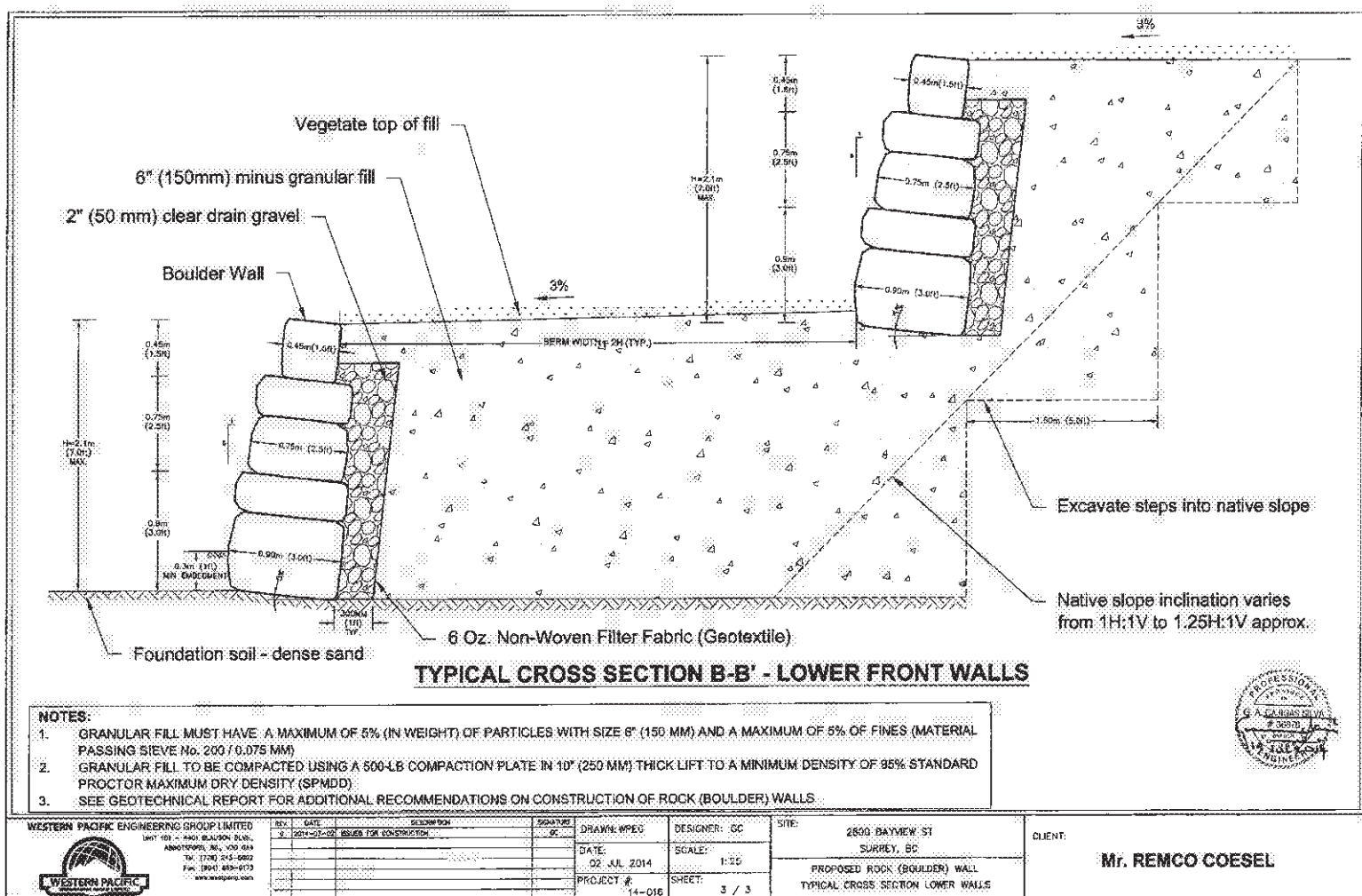


PROJECT No. 14-016
2800 BAYVIEW ST, SURREY, BC
GEOTECHNICAL REPORT - REV. 2
22 JULY 2014

APPENDIX 3. DESIGN AND CONSTRUCTION RECOMMENDATIONS OF ROCK (BOULDER) WALLS









GUIDELINES FOR CONSTRUCTION OF BOULDER WALLS (from FHWA, 2006)

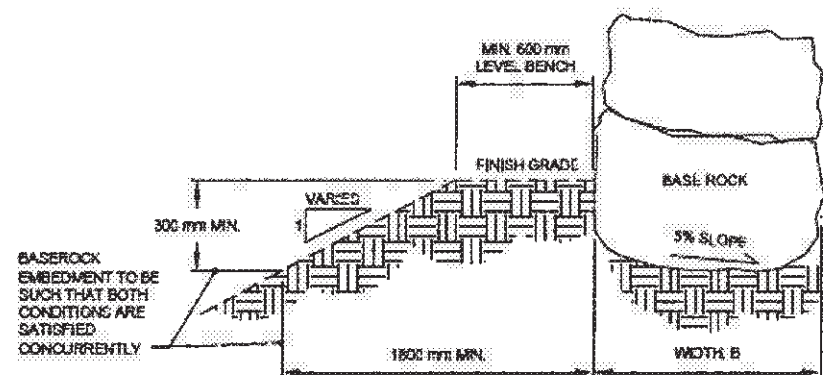


Figure 1. Minimum Embedment Depth and Foundation Sloping

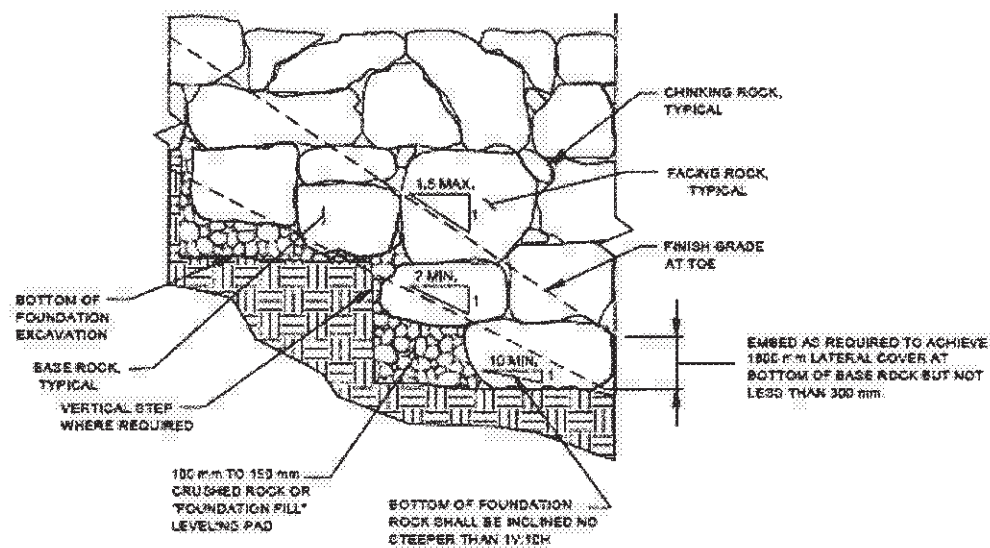


Figure 2. Ground Stepping for Construction on Sloping Foundation

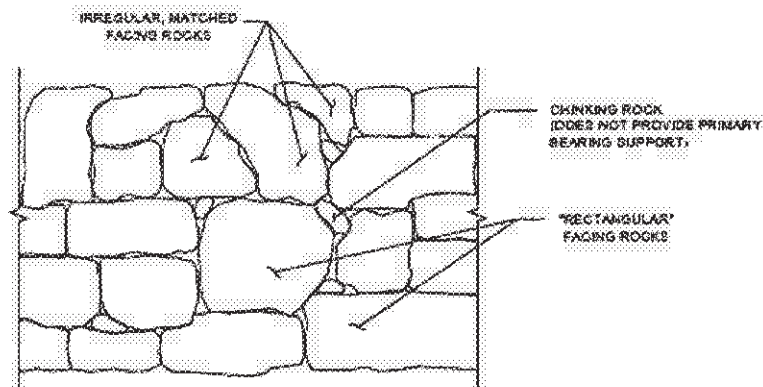


Figure 3. Interlocking of Irregular and Regular Rocks (Elevation View)

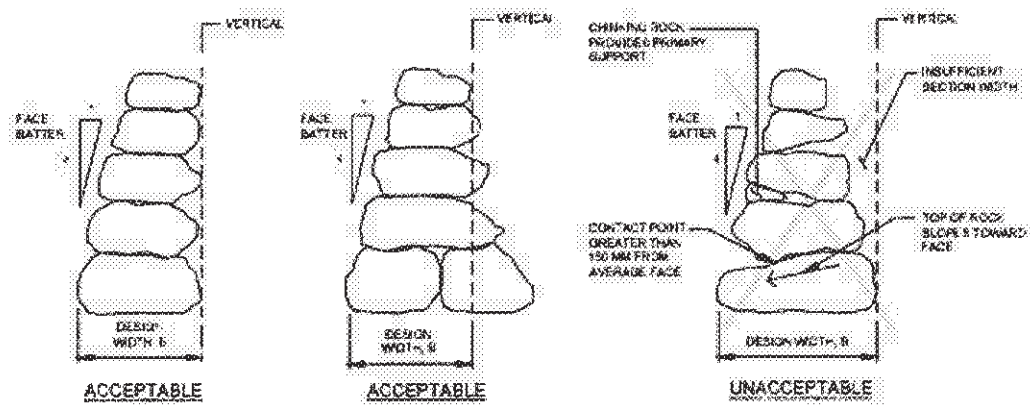


Figure 4. Acceptable and Unacceptable Rockery Alignment

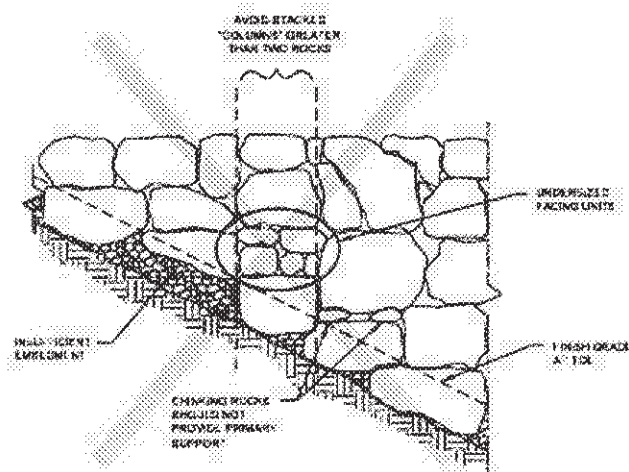


Figure 5. Improper Rock Placement

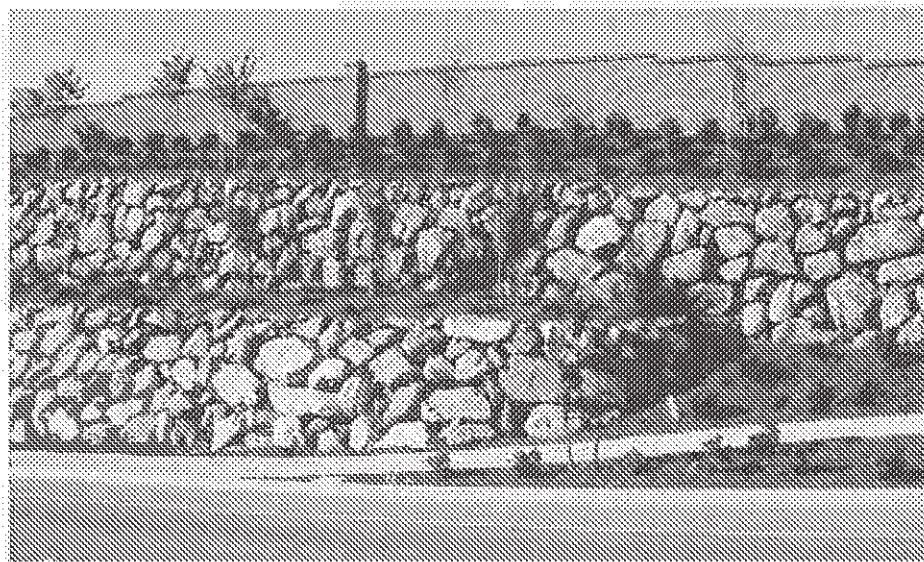


Figure 6. Example of Proper Layout, Interlock and Chinking of Variable Shape and Size Rocks

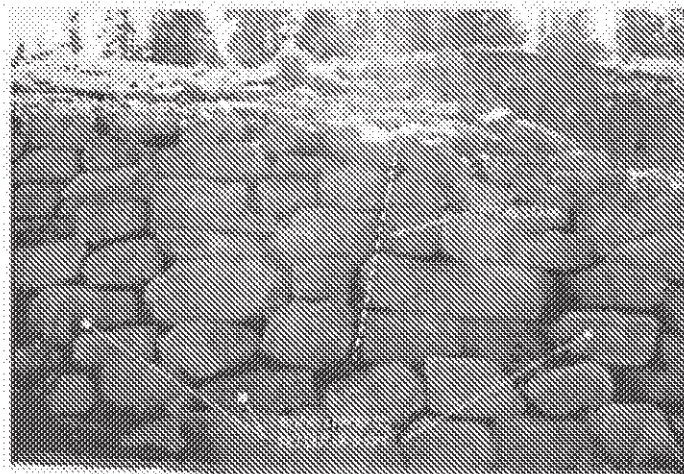


Figure 7. Example of Improper Rockery Layout

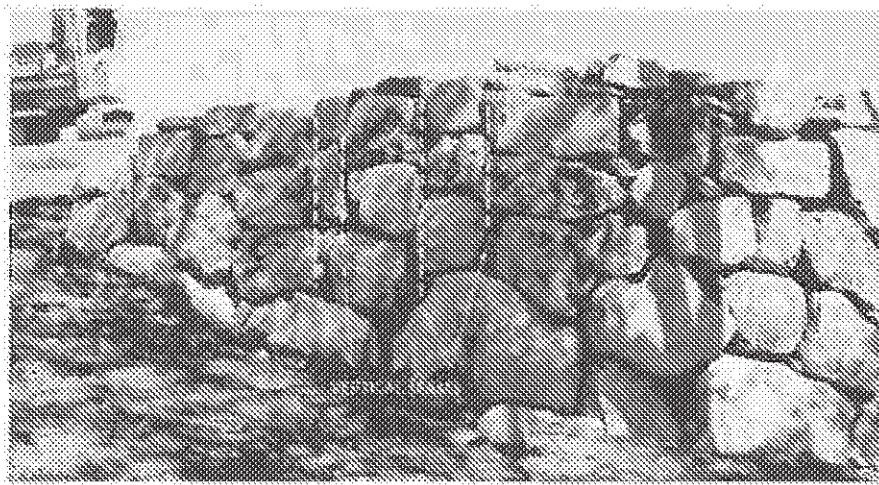


Figure 8. Example of Improper Rockery Layout

Status: Registered

Doc #: CA3993668

RCVD: 2014-09-30 RQST: 2014-11-28 14.50.00

FORM_DECGEN_V19

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA3993668

PAGE 1 OF 6 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.

**Harjot Kaur
Dhesa
IH4J7P**

Digitally signed by Harjot Kaur
Dhesa IH4J7P
DN: c=CA, cn=Harjot Kaur Dhesa
IH4J7P, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=IH4J7P
Date: 2014.10.08 17:09:05 -07'00'

I, HARJOT KAUR SHOKER, Solicitor of #200 - 8120 128th Street, Surrey, B.C. solemnly declare that:

On September 30, 2014 our office submitted for registration a Covenant under registration number CA3993668.

Due to a clerical error Part 2 of the instrument was not attached to the document.

I make this declaration to correct the said error, by attaching Part 2 of the instrument herein to this my Declaration.

HARJOT KAUR SHOKER

NOTE:

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

Fee Collected for Document: \$34.88

TERMS OF INSTRUMENT – Part 2

ENGINEERED FOUNDATION COVENANT

BETWEEN:

MARINA MAKHNACH
#204 – 189 National Avenue
Vancouver, B.C. V6A 4L8 .

(the "Covenantor")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation having an address at 13450 104th
Avenue, Surrey, B.C., British Columbia, V3X 3A2

(the "Covenantee")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of those lands and premises, in the City of Surrey in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 002-346-605
Lot 20 District Lot 52 Group 2 NWD PLAN 21541
(the "Lands")

- B. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and amendments thereto (the "*Land Title Act*"), a covenant may be registered against the title to the land and is enforceable against the Covenantor and the successors in title of the Covenantor, may be of a negative or positive nature and may include one or more of the following provisions:

- (a) provisions in respect of
 - (i) the use of land, or
 - (ii) the use of a building on or to be erected on land;
- (b) that land
 - (i) is to be built on in accordance with the covenant,
 - (ii) is not to be built on except in accordance with the covenant, or
 - (iii) is not to be built on;
- (c) that land
 - (i) is not to be subdivided except in accordance with the covenant, or
 - (ii) is not to be subdivided.

- C. The Covenantor deems it desirable to create a restrictive covenant with respect to the safety of the residential dwelling to be constructed on the Lands and the stability of the ravine slope.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of **TEN (\$10.00) DOLLARS**, now paid to the Covenantor by the Covenantee (the receipt and sufficiency of which is hereby acknowledged), the Covenantor hereby covenants, promises and agrees, that the Lands shall not be used, built upon or subdivided, except in compliance with this Covenant and the parties agree as follows:

1. The Covenantor acknowledges and agrees that they will not construct or allow to be constructed, any building structure or improvement on the Lands unless such building, structure or improvement confirms with the recommendations made by German A. Cajigas, Geotechnical Engineer as set out in engineering report dated July 23, 2014, a copy of which is attached as Schedule "A"
2. The Covenantor acknowledges and agrees that they will, as far as reasonably necessary, do or cause to be done, all acts or things on the Lands necessary to ensure and maintain the safety of the residential dwelling and the stability of the ravine slope, including, but not restricted to, the recommendations set out in paragraph 1.
3. The Covenantor hereby, jointly and severally, releases, indemnifies and saves harmless the Covenantee, its elected and appointed officials, officers, employees, servants and agents from and against any and all liabilities, actions, causes of actions, claims, damages, expenses, costs on a solicitor/client basis, debts, demands or losses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) which may arise or accrue to any person, firm or corporation against the Covenantee, its elected and appointed officials, officers, employees, servants and agents by reason of:
 - (a) any negligent act or omission or willful misconduct of the Covenantor or any of his contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the performance of the obligations of the Covenantor under this Covenant; or
 - (b) any default in the performance of the obligations of the Covenantor under this Covenant; or
 - (c) the Covenantee, its elected and appointed officials, officers, employees, servants and agents performing any work in accordance with the terms of this Covenant or requiring the Covenantor to perform any work in accordance with the terms of this Covenant.
4. The Covenantor agrees that the Covenantee is not required or is under no obligation in law or equity to prosecute or enforce this Covenant in any way whatsoever.

5. The Covenantor agrees to obtain from any prospective purchaser, leaseholder, tenant or other transferee of the Lands an agreement to be bound by the terms of this Covenant.
6. The Covenantor agrees that, if there is more than one Covenantor, all of the Covenantor's covenants, promises and agreements herein are joint and several.
7. The Covenantor agrees that he shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances, which may be reasonably necessary to give proper effect to the intent of this Covenant, including acts necessary to obtain priority of this Covenant over financial charges which may be registered against the Lands in the Land Title Office.
8. The parties agree that nothing contained or implied herein shall derogate from the obligations of the Covenantor under any other agreement with the Covenantee or, if the Covenantee so elects, prejudice or affect the Covenantee's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended from time to time and the *Community Charter*, S.B.C. 2003, c. 26, as amended from time to time and the rights, powers, duties and obligations of the Covenantee under all public and private statutes, by-laws, orders and regulations, which may be, if the Covenantee so elects, as fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Covenantor and the Covenantee.
9. The parties agree that this Covenant may only be modified or discharged with the consent of the Covenantee, pursuant to the provisions of Section 219(9) of the *Land Title Act*.
10. The parties agree that this Covenant, or any of the rights conferred by this Covenant upon the Covenantee, may be assigned in whole or in part by the Covenantee without the consent of the Covenantor.
11. The parties agree that any alleged waiver of any breach of this covenant is not effective unless it is an express waiver in writing. No such waiver of any breach of this covenant operates as a waiver of any other breach of this covenant. The parties agree that failure on the part of the Covenantee to exercise and delay in exercising any right under this Covenant shall not operate as a waiver thereof, nor shall any single or partial exercise by the Covenantee of any right under this Covenant preclude any other or future exercise thereof or the exercise of any other right.
12. The parties agree that the covenants made herein pursuant to Section 219 of the *Land Title Act*, including without limitation the release and indemnification shall enure to the benefit of and be binding upon the Covenantee and its successors and assigns and shall enure to the benefit of and be binding upon the Covenantor and his heirs, executors, administrators and successors and shall run with the land and enure to the benefit of and be binding upon the Covenantor's successors in title and their respective heirs, executors, administrators and successors.

13. The parties agree that words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
14. The parties agree that the Covenant shall be enforceable by mandatory and prohibitory injunctions or orders for specific performance or mandamus, it being acknowledged and agreed by the parties hereto that damages would not be a sufficient remedy. No clause in this Covenant shall constitute a bar or condition precedent to an application to a court of competent jurisdiction for an order for injunctive relief and the Covenantor retains the right to make an application for an injunction. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the Covenantor herein shall be deemed to be in addition to and not restrictive of the remedies of the Covenantor at law or in equity.
15. The parties agree that all the obligations and covenants contained in this Covenant are severable, so that if any one or more of the obligations or covenants are held by, or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.

IN WITNESS WHEREOF the parties hereto have executed the Form C attached to this Agreement.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

(THE TORONTO-DOMINION BANK)

Holder of Mortgage No. CA3676821

CONSENT

The Toronto-Dominion Bank, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of the payment of One Dollar (\$1.00) by the City and other good and valuable consideration, hereby approves of, joins in and consents to the granting of the within Section 219 Covenant and doth covenant and agree that the within covenant shall be a charge upon the Lands and shall be an encumbrance upon the Lands prior to the above-noted Mortgage [and Assignment of Rents] in the same manner and to the same effect as if it had been dated and registered prior to the said Mortgage and Assignment of Rents.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

(RELIABLE MORTGAGES INVESTMENT CORP.)

Holder of Mortgage No. CA3848636

CONSENT

Reliable Mortgages Investment Corp., being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of the payment of One Dollar (\$1.00) by the City and other good and valuable consideration, hereby approves of, joins in and consents to the granting of the within Section 219 Covenant and doth covenant and agree that the within covenant shall be a charge upon the Lands and shall be an encumbrance upon the Lands prior to the above-noted Mortgage [and Assignment of Rents] in the same manner and to the same effect as if it had been dated and registered prior to the said Mortgage and Assignment of Rents.

LAND SERVICES SEARCH REQUEST CLIENT COPY



4126 Norland Avenue
Burnaby, BC V5G 3S8
Phone: 604-637-4000 / 1-800-561-1404
Fax: 604-637-4001 / 1-800-590-3310

Order #: 5136188
Reference: 2800 Bayview St
Ordered on: 2014-11-28

Processed by: Marlyn Autida tel: 604-637-4004 / fax: 604-637-4001

Attention: Beebe Cline
Client #: 24446
Hugh And McKinnon Realty
14007 16th Ave.,
White Rock, BC, V4A 1P9

Phone: 604-531-1909

Requested services on the following:

Registered owner: Marina Makhnach
Address: 2800 Bayview Street
Surrey, BC
Registry: BC Online (Land)
PID: 002-346-605
Instrument #: 293976C
CA3993668
CA3993671

Special instructions: Please search on title 3 Items (do not need title): 1. Nature: Undersurface Rights/Reg #: 293976C/Remarks: See 469820E /
2. Covenant/CA3993668/2014-09-30 15:08/City of Surrey /
3. Covenant/CA3993671/2014-09-30 15:08/City of Surrey
Special instructions for the client: CA3993668 and CA3993671 is attached. Document 293976C now attached..

Requested services:

Copy only for instrument #: 293976C
CA3993668
CA3993671

Billing information:

Bill to: Client #: 24446
Hugh And McKinnon Realty

Return method:

Other: D+H CollateralGuard RC

This message may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this message or the information it contains by other than an intended recipient is unauthorized. If you received this message in error, please advise us (by return e-mail or otherwise) immediately.

Ce message est confidentiel et protégé. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie de ce message ou des renseignements qu'il contient par une personne autre que le (les) destinataire(s) désigné(s) est interdite. Si vous recevez ce message par erreur, veuillez nous en aviser immédiatement, par retour de courrier électronique ou par un autre moyen.

293976C

APPLICATION NO.

DEPOSIT NO.

CHARGE

APPLICANT

FULL ADDRESS

G. N. R. C.

19

Reference
7-17-58, 9-1-58

MEMO

MAILED UP BY

REFERENCE

MAILED BY

DATE 4-2-59

1959

FILE NO.

DATE

19

570

CERTIFICATE

CARD INDEXED

INDEXED BY

Ref. 9/2

This Indenture,

Made the fifteenth day of September in the year of our
Lord one thousand nine hundred and sixty.

In Pursuance of the "Short Form of Deeds Act"

Between GREAT NORTHERN RAILWAY COMPANY, a Company incorporated under the laws of the State of Minnesota, one of the United States of America, and authorized to do business as a Railway Company in the Dominion of Canada, under the provisions or the "Railway Act", with an office at Room 424, Bank of Nova Scotia Building, Number 602 West Hastings Street, in the City of Vancouver, in the Province of British Columbia.

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

JAMES ELIOT EGGOTT,

Salesman, 7162 Beechwood Street, in the city of Vancouver, in the Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH that, in consideration of ----- One Thousand, Four Hundred and
Fifty-four ----- 00/100 ----- (\$1,454.00) -----

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, **DOETH GRANT** unto the said Grantee, his heirs and assigns **FOREVER**:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Surrey, in the Province of British Columbia, more particularly known and described as:

Lot Twenty (20) of Lot Fifty-Two (52) in Group Two (2) New Westminster District according to a registered map or plan thereof deposited in the Land Registry Office at the city of New Westminster, in the Province of British Columbia, and numbered 21541.

469820

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; **Subject nevertheless** to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the crown.

There is and shall be reserved and excepted unto the Grantor, its successors and assigns forever from ~~the~~ ^{the} Agreement for Sale and this conveyance given by the Grantor herein pursuant to the Agreement and upon performance thereof by the Purchaser, all iron, natural gas, coal, oil and all minerals, save and except gold and silver ore, of any nature whatsoever, upon or in said lands together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Purchaser, his Executors, Administrators, Heirs or Assigns.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite. save as aforesaid

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands, save as aforesaid. save as aforesaid

AND the said Grantor **Releases** to the said Grantee **All His Claims** upon the said lands. save as aforesaid

WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature
of Witness

Street Address

City or Town

Occupation of Witness

GREAT NORTHERN RAILWAY COMPANY

Per:

Vice President.

Per:

Secretary.

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT

RESIDENTIAL

If this disclosure statement is being used for bare land strata, use the Property Disclosure Statement – Strata Properties along with this form.

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT:

The property disclosure statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated _____ yr. _____ is incorporated into and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE:

The property disclosure statement is designed, in part, to protect the seller by establishing that all relevant information concerning the premises has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the premises.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES:

The buyer must still make the buyer's own inquiries after receiving the property disclosure statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the premises may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the property disclosure statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS:

1. The seller is legally responsible for the accuracy of the information which appears on the property disclosure statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the property disclosure statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the property disclosure statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a property disclosure statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a property disclosure statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the property disclosure statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

ADDRESS/BARE-LAND STRATA LOT #: 2800 Bayview Street

Surrey

V4A 2Z4

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary.)

- ① - *Covenant*
Buyer is aware of covenant in regard to maintenance of the rock retaining wall. Complete engineer's report is available
- ② *Covenant*
for PTrap - sewer; installed for edward edward; located at the base of property line.

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

Maxwell

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____.

The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the buyer's choice.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the Premises.

ADDRESS/BARE-LAND STRATA LOT #: 2800 Bayview Street

Surrey

V4A 2Z4

3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?		mm		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		mm		
L. Are you aware of any damage due to wind, fire or water?		mm		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ years)		mm		
N. Are you aware of any problems with the electrical or gas system?		mm		
O. Are you aware of any problems with the plumbing system?		mm		
P. Are you aware of any problems with the swimming pool and/or hot tub?		mm		
Q. Do the Premises contain unauthorized accommodation?	mm			
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?		mm		
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach required Owner Builder Declaration and Disclosure Notice.)		mm		
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?	mm	mm		
U. Is there a current "EnerGuide for Houses" rating number available for these premises? i) If yes, what is the rating number? _____ ii) When was the energy assessment report prepared? _____		mm		
4. GENERAL				
A. Are you aware if the Premises have been used as a marijuana grow operation or to manufacture illegal drugs?		mm		
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?		mm		
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?		mm		

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

(a) a defect that renders the real estate

(i) dangerous or potentially dangerous to the occupants

(ii) unfit for habitation

mm

INITIALS



PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

PAGE 1 of 3 PAGES



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

Date of disclosure: December 1, 2014

The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

ADDRESS/BARE-LAND STRATA LOT #: 2800 Bayview Street
Surrey

V4A 2Z4

(the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.		THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
		YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND					
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?			mm		
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?			mm		
C. Is there a survey certificate available?	mm				
D. Are you aware of any current or pending local improvement levies/charges?			mm		
E. Have you received any other notice or claim affecting the Premises from any person or public body?			mm		
2. SERVICES					
A. Indicate the water system(s) the Premises use: Municipal ☒ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other _____					
B. Are you aware of any problems with the water system?			mm		
C. Are records available regarding the quantity of the water available?					mm
D. Are records available regarding the quality of the water available?					mm
E. Indicate the/sanitary sewer system the Premises are connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☐ Other _____					
F. Are you aware of any problems with the sanitary sewer system?			mm		
G. Are there any current service contracts; (i.e., septic removal or maintenance)?					mm
H. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?					mm
3. BUILDING					
A. To the best of your knowledge, are the exterior walls insulated?	mm				
B. To the best of your knowledge, is the ceiling insulated?	mm				
C. To the best of your knowledge, have the Premises ever contained any asbestos products?			mm		
D. Has a final building inspection been approved or a final occupancy permit been obtained?					expecting Feb 2015
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?					mm
F. Are you aware of any infestation or unrepaired damage by insects or rodents?			mm		
G. Are you aware of any structural problems with any of the buildings?			mm		
H. Are you aware of any additions or alterations made in the last sixty days?	mm				
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?			mm		

mm

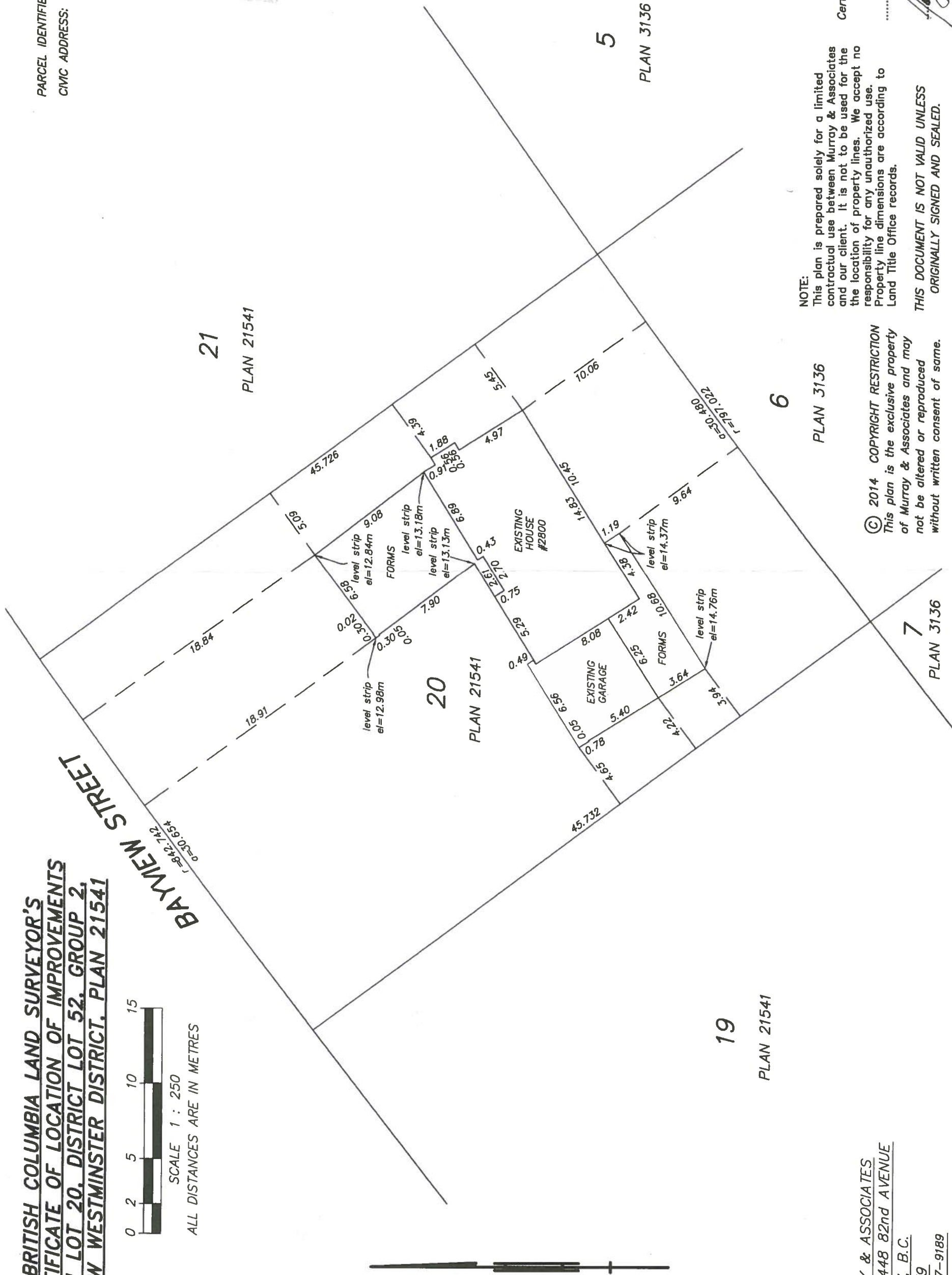
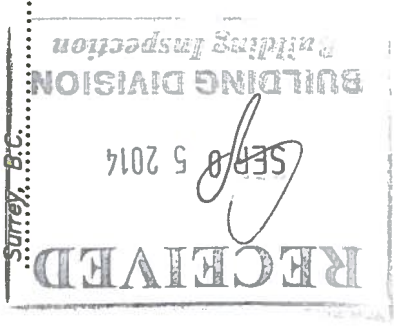
INITIALS

**BRITISH COLUMBIA LAND SURVEYOR'S
CERTIFICATE OF LOCATION OF IMPROVEMENTS
ON LOT 20, DISTRICT LOT 52, GROUP 2,
NEW WESTMINSTER DISTRICT, PLAN 21541**



SCALE 1 : 250
ALL DISTANCES ARE IN METRES

PARCEL IDENTIFIER: 002-346-605
CMC ADDRESS: 2800 Bayview Street
Surrey, B.C.



NOTE:
This plan is prepared solely for a limited contractual use between Murray & Associates and our client. It is not to be used for the location of property lines. We accept no responsibility for any unauthorized use. Property line dimensions are according to Land Title Office records.

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MURRAY & ASSOCIATES
201-12448 82nd AVENUE
SURREY, B.C.
V3W 3E9
(604) 597-9189





**FRASER VALLEY REAL ESTATE BOARD
LAND TITLE
SEARCH RESULT**

FROM: Fraser Valley Real Estate Board
15463 104th Avenue
Surrey, British Columbia
V3T 4W4

Telephone: (604) 930-7600

Facsimile: (604) 588-0325

Requested by: MLS Department

Transmitted on: Wednesday, January 7, 2015

Page Count: 4 (including this page)

Transaction: 38541-0022

Search Date: 2015-01-07 11:27:03

Your Reference: Beebe Cline

MLS: F1429203

Hugh & McKinnon Realty Ltd.

(O): 604-531-1909, (F): 604-531-4624

Route: C220

Search Details

Sub-area: 22

Property Type: RED

PID: 002-346-605

Property Owner: Marina Makhnach

Civic Address: 2800 BAYVIEW ST, CITY OF SURREY

Legal Description: PL 21541 LT 20 DL 52 LD 36

For Your Information:

The Registered Owner address shown on the title may not reflect the legal address of the property. It is the mailing address of the owner for tax billing purposes.

NEW WESTMINSTER LAND TITLE OFFICE

TITLE NO: CA3676820
FROM TITLE NO: X18779E

APPLICATION FOR REGISTRATION RECEIVED ON: 14 APRIL, 2014
ENTERED: 16 APRIL, 2014

REGISTERED OWNER IN FEE SIMPLE:

MARINA MAKHNACH, INTERNAL AUDITOR
#204 - 189 NATIONAL AVENUE
VANCOUVER, BRITISH COLUMBIA
V6A 4L8

TAXATION AUTHORITY:

CITY OF SURREY

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 002-346-605
LOT 20 DISTRICT LOT 52 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 21541

LEGAL NOTATIONS:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE CA3968895

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
---------------	------	------

UNDERSURFACE RIGHTS

293976C

REMARKS: SEE 469820E

MORTGAGE

CA3676821 2014-04-14 14:33

REGISTERED OWNER OF CHARGE:

THE TORONTO-DOMINION BANK
CA3676821

MORTGAGE

CA3848636 2014-07-18 12:00

REGISTERED OWNER OF CHARGE:

RELIABLE MORTGAGES INVESTMENT CORP.
INCORPORATION NO. 476257
CA3848636

REMARKS: INTER ALIA

COVENANT

CA3993668 2014-09-30 15:08

REGISTERED OWNER OF CHARGE:

CITY OF SURREY

CA3993668

PRIORITY AGREEMENT

CA3993669 2014-09-30 15:08

REMARKS: GRANTING CA3993668 PRIORITY OVER CA3676821

PRIORITY AGREEMENT

CA3993670 2014-09-30 15:08

REMARKS: GRANTING CA3993668 PRIORITY OVER CA3848636

COVENANT

CA3993671 2014-09-30 15:08

REGISTERED OWNER OF CHARGE:

CITY OF SURREY

CA3993671

PRIORITY AGREEMENT

CA3993672 2014-09-30 15:08

REMARKS: GRANTING CA3993671 PRIORITY OVER CA3676821

PRIORITY AGREEMENT

CA3993673 2014-09-30 15:08

REMARKS: GRANTING CA3993671 PRIORITY OVER CA3848636

'CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A.'

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

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

PARCEL IDENTIFIER (PID): 002-346-605

SHORT LEGAL DESCRIPTION: S/21541/////20

MARG:

TAXATION AUTHORITY:

1 CITY OF SURREY

FULL LEGAL DESCRIPTION: CURRENT

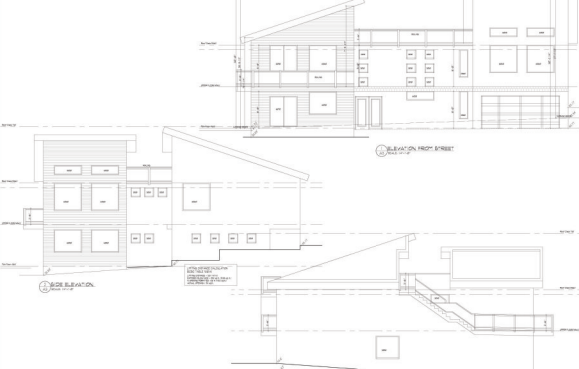
LOT 20 DISTRICT LOT 52 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 21541

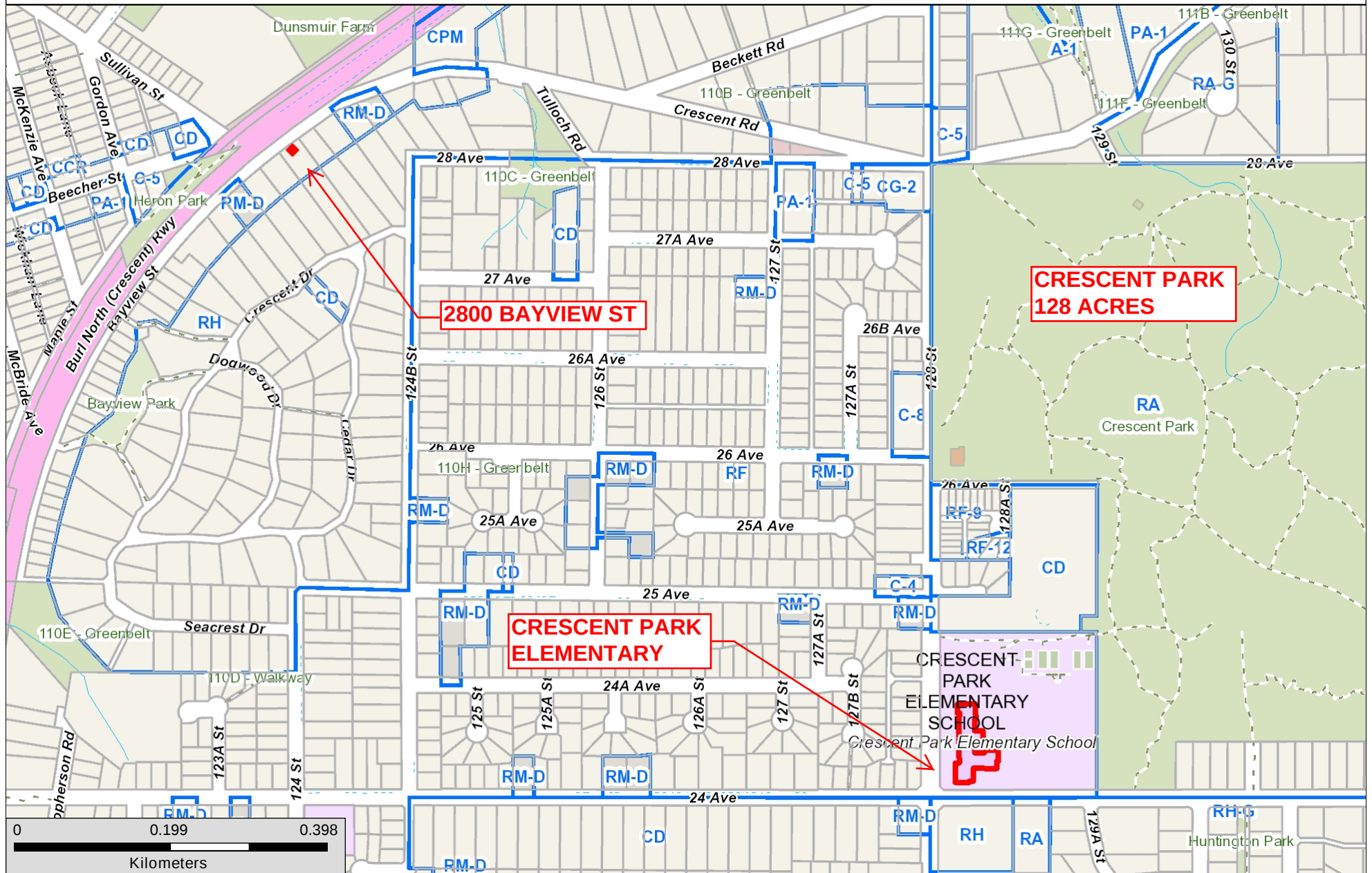
MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN NWP21541

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1





The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at cosmos.surrey.ca.

2800 Bayview Street



Scale: 1: 6,638

Map created on: November-28-14

LAND SERVICES SEARCH REQUEST CLIENT COPY



4126 Norland Avenue
Burnaby, BC V5G 3S8
Phone: 604-637-4000 / 1-800-561-1404
Fax: 604-637-4001 / 1-800-590-3310

Order #: 5135382
Reference: 002-346-605
Ordered on: 2014-11-28

Processed by: Rachel Kim

Attention: Beebe Cline
Client #: 24446
Hugh And McKinnon Realty
14007 16th Ave.,
White Rock, BC, V4A 1P9

Phone: 604-531-1909

Requested services on the following:

Address: 2800 BAYVIEW
SURREY, BC
Registry: BC Online (Land)
PID: 002-346-605
Legal description: PL21541 LT 20 DL52 LD 36
Special instructions: TITLE SEARCH
Special instructions for the client: Title attached.

Requested services:

Sub-search

Billing information:

Bill to: Client #: 24446
Hugh And McKinnon Realty

Return method:

Other: D+H CollateralGuard RC

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TITLE SEARCH PRINT

2014-11-28, 11:05:59

Requestor: Rachel Kim

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CA3676820

X18779E

Application Received

2014-04-14

Application Entered

2014-04-16

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

MARINA MAKHNACH, INTERNAL AUDITOR
#204 - 189 NATIONAL AVENUE
VANCOUVER, BRITISH COLUMBIA
V6A 4L8**Taxation Authority**

CITY OF SURREY

Description of Land

Parcel Identifier:

002-346-605

Legal Description:

LOT 20 DISTRICT LOT 52 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 21541

Legal NotationsTHIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE CA3968895**Charges, Liens and Interests**

Nature:

UNDERSURFACE RIGHTS

Registration Number:

293976C

Remarks:

SEE 469820E

Nature:

MORTGAGE

Registration Number:

CA3676821

Registration Date and Time:

2014-04-14 14:33

Registered Owner:

THE TORONTO-DOMINION BANK

TITLE SEARCH PRINT

2014-11-28, 11:05:59

Requestor: Rachel Kim

Nature:	MORTGAGE
Registration Number:	CA3848636
Registration Date and Time:	2014-07-18 12:00
Registered Owner:	RELIABLE MORTGAGES INVESTMENT CORP. INCORPORATION NO. 476257
Remarks:	INTER ALIA
Nature:	COVENANT
Registration Number:	CA3993668
Registration Date and Time:	2014-09-30 15:08
Registered Owner:	CITY OF SURREY
Nature:	PRIORITY AGREEMENT
Registration Number:	CA3993669
Registration Date and Time:	2014-09-30 15:08
Remarks:	GRANTING CA3993668 PRIORITY OVER CA3676821
Nature:	PRIORITY AGREEMENT
Registration Number:	CA3993670
Registration Date and Time:	2014-09-30 15:08
Remarks:	GRANTING CA3993668 PRIORITY OVER CA3848636
Nature:	COVENANT
Registration Number:	CA3993671
Registration Date and Time:	2014-09-30 15:08
Registered Owner:	CITY OF SURREY
Nature:	PRIORITY AGREEMENT
Registration Number:	CA3993672
Registration Date and Time:	2014-09-30 15:08
Remarks:	GRANTING CA3993671 PRIORITY OVER CA3676821
Nature:	PRIORITY AGREEMENT
Registration Number:	CA3993673
Registration Date and Time:	2014-09-30 15:08
Remarks:	GRANTING CA3993671 PRIORITY OVER CA3848636

Duplicate Indefeasible Title NONE OUTSTANDING**Transfers** NONE**Pending Applications** NONE**Corrections** NONE