

1292 Rosenberg Way

Title and Charges

Title CA9091425
PID 031-427-294
(September 7, 2021)

TITLE SEARCH PRINT

File Reference: 1292 correct

2021-09-07, 12:06:46

Requestor: Jeff Burton - Lands

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

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA9091425 BB1544730
Application Received	2021-06-11
Application Entered	2021-06-28
Registered Owner in Fee Simple Registered Owner/Mailing Address:	CITY OF COQUITLAM 3000 GUILDFORD WAY COQUITLAM, BC V3B 7N2
Taxation Authority	Coquitlam, City of
Description of Land Parcel Identifier: Legal Description:	031-427-294 LOT A SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP111529
Legal Notations	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB1496541 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB4067050 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA5893083 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6850191 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6985317

TITLE SEARCH PRINT

File Reference: 1292 correct

2021-09-07, 12:06:46

Requestor: Jeff Burton - Lands

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

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

Charges, Liens and Interests

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

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

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

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

TITLE SEARCH PRINT

File Reference: 1292 correct

2021-09-07, 12:06:46

Requestor: Jeff Burton - Lands

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

Nature:	COVENANT
Registration Number:	CA9091426
Registration Date and Time:	2021-06-11 15:27
Registered Owner:	CITY OF COQUITLAM

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2021-09-07, 12:06:46

File Reference: 1292 correct

Requestor: Jeff Burton - Lands

PARCEL IDENTIFIER (PID): 031-427-294

SHORT LEGAL DESCRIPTION:S/EPP111529/////A

MARG:

TAXATION AUTHORITY:

1 Coquitlam, City of

FULL LEGAL DESCRIPTION: CURRENT

LOT A SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP111529

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN EPP111529

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

BB1496541

Notice of Permit

23 AUG 2012 14 53

BB1496541

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

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

NATURE OF INTEREST:

MARKET VALUE:

(1) FEE SIMPLE

☐

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

(2) CHARGE

☒

TRUE VALUE:

NATURE OF CHARGE: Notice of Permit

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

HEREWITH FEES OF: \$

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

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

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

(PID)

(Legal Description)

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

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

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

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


DYE & DURHAM CLIENT No. 11061

Signature of Applicant or Officer or Authorized Agent

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

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

Issue Date: August 14, 2012

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

Dated: 22 August 2012

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

BB4067050

Notice of Permit

25 FEB 2014 09 06

BB4067050

LV/H

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

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

NATURE OF INTEREST:

MARKET VALUE:

(1) FEE SIMPLE

☐

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

(2) CHARGE

☒

TRUE VALUE:

NATURE OF CHARGE: Notice of Permit

(3) CANCELLATION OF
CHARGE
NUMBER OF CHARGE:

NATURE OF CHARGE:

HEREWITH FEES OF: \$

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

CB 25/02/2014 9:06:04 AM 3 2

Doc File 1 \$24.20

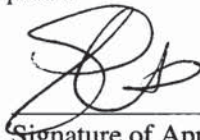
As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:
(PID) (Legal Description)

028-842-111 Lot 2, Section 7, Township 40, NWD, Plan BCP50409
028-842-120 Lot 3, Section 7, Township 40, NWD, Plan BCP50409

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

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



Signature of Applicant or Officer or Authorized Agent

DYE & DURHAM CLIENT No. 11061



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

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

Issue Date: January 27, 2014

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

Dated: 7 February 2014

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

CA5893083

Notice of Permit

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

City of Coquitlam

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

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

Issue Date: January 31, 2017

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

Dated: 16 March 2017

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

CA6850191

Notice of Permit

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

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

Issue Date: April 23, 2018

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

Dated: 7 May 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

CA6985317

Notice of Permit

DECLARATION(S) ATTACHED

NEW WESTMINSTER LAND TITLE OFFICE

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

CA6985317

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Stephen
Frederick Graf
G5TJ3Q

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

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

COQUITLAM BC V3B 7N2
Document Fees: \$28.63

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

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

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

MUNICIPAL GOVERNMENT NOTICE
ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

COQUITLAM BRITISH COLUMBIA
V3B 7N2 CANADA

FORM_E2_V14

ADDITIONAL PARCEL INFORMATIONPAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

YES ☐

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

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

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

Issue Date: July 5, 2018

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

Dated: 16 July 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

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

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

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

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

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

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

All parties consent to the amendment.

Janish Chand

NOTE:

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

Fee Collected for Document: \$12.88

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

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

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

Issue Date: July 5, 2018

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

Dated: 16 July 2018

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

[Signature]
Clerk/Administrator

CA7995677

Notice of Interest

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

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

LAND TITLE AND SURVEY AUTHORITY

CA7995677

1579730190

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that

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

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

Pamela Anne
Johnson
5GFTMZ

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

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

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

COQUITLAM BC V3B 7N2

Document Fees: \$29.66

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

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

STC? YES ☐

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

NOTICE OF INTEREST BUILDERS LIEN ACT

ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

NOT APPLICABLE

Builders Lien Act

(Section 3 (2))

Notice of Interest

Take notice that

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

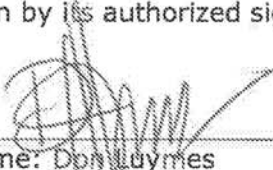
PID: 029-760-283

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

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

City of Coquitlam by its authorized signatory:

Signed:


Name: Don Duymes

Title: General Manager, Civic Lands and Facilities

Dated: January 17th, 2020

CA8180792

Notice of Permit

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

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

LAND TITLE AND SURVEY AUTHORITY

CA8180792

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that

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

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

Garry Gracey
HX5N61

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

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

City of Coquitlam

3000 Guildford Way

604-927-3090

Coquitlam

BC V3B 7N2

Document Fees: \$29.95

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULESTC? YES ☐

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

MUNICIPAL GOVERNMENT NOTICE

ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

V3B 7N2

BRITISH COLUMBIA

CANADA

ADDITIONAL PARCEL INFORMATIONPAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC?

YES ☐

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

LOCAL GOVERNMENT ACT (PART 26)
NOTICE OF PERMIT

TO: Registrar of Title
New Westminster, BC

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

3000 Guildford Way, Coquitlam, BC V3B 7N2

PARTICULARS OF PERMIT

Permit Description

(a) Type of Permit: Development Permit

(b) Statutory Authority:

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

Legal Description of Land Affected:

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

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

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

Issue Date: February 3, 2020

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

Dated: 4 February 2020

NAME OF MUNICIPALITY:

CITY OF COQUITLAM

by

James Gilbert
Clerk/Administrator

James Gilbert
City Clerk

BB4029967

Undersurface Rights

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

BB4029967

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

APPLICATION

NATURE OF INTEREST:

FREE CHARGE

PARCEL IDENTIFIER NO. _____

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

HEREWITH FEES OF: NIL

PID 028-839-63341

LEGAL

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

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:
ON BEHALF OF THE CROWN IN RIGHT OF BRITISH COLUMBIA.

LARRY BLASCHUK, REGISTRAR

Signature of Applicant of
Solicitor or Authorized Agent

BB4029968

Undersurface Rights

~~20 DEC 2011 11:43~~

BB4029968

19 Mar 2012 13:40

LAND TITLE ACT

FORM 17

(Sections 154, 155(1), 241)

APPLICATION

NATURE OF INTEREST:

FREE CHARGE

PARCEL IDENTIFIER NO. _____

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

HEREWITH FEES OF: NIL

PID 028-839-692

LEGAL

DESCRIPTION

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

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

ON BEHALF OF THE CROWN IN RIGHT OF BRITISH COLUMBIA.

LARRY BLASCHUK, REGISTRAR

Signature of Applicant of
Solicitor or Authorized Agent

BB3021791

Statutory Right of Way

-6 MAY 2014 10 51

BB3021791

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 8 pages

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

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

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

(PID)

(LEGAL DESCRIPTION)

028-842-120

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

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way over

Entire Document

TRANSFeree

Part shown on Plan EPP39775

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

(a) Filed Standard Charge Terms

☐

D.F. No.

(b) Express Charge Terms

☒

Annexed as Part 2

(c) Release

☐

There is no Part 2 to this instrument

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

5. TRANSFEROR(S):*

CITY OF COQUITLAM

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

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

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

Charge = \$75.00

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

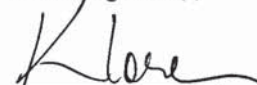
Officer Signature(s)

Execution Date

Y M D

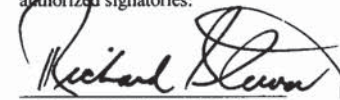
14 04 28

Party(ies) Signature(s)

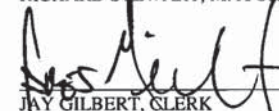


Kerri Lore - Deputy Clerk
 City of Coquitlam
 3000 Guildford Way
 Coquitlam, B.C., V3B 7N2
 Tel: (604) 927-3016
 A Commissioner for taking
 Affidavits within British Columbia
 (As to Clerk's signature)

CITY OF COQUITLAM by its authorized signatories:



RICHARD STEWART, MAYOR



JAY GILBERT, CLERK


OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

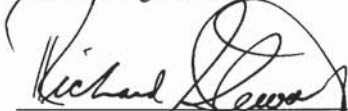
** If space insufficient, continue executions on additional page(s) in Form D.

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

Officer Signature(s)

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

14 04 28

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

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

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

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

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

BETWEEN:

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

(the "Grantor")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

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

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

1. RIGHT OF WAY

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

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

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

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

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

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

2. GRANTOR'S COVENANTS

The Grantor will:

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

3. CITY'S COVENANTS

The City will:

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

(f) not be unreasonable in its opinions herein.

4. RELEASE

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

5. RESERVATION OF POWERS OF EXPROPRIATION

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

6. GENDER AND NUMBER

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

7. CHARGE ON LAND

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

8. PROPERTY IN WORKS

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

9. ENUREMENT

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

10. SEVERABILITY

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

11. WAIVER

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

12. GOVERNING LAW

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

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

CA8593295

**Modification to Statutory
Right of Way**

NEW WESTMINSTER LAND TITLE OFFICE

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

Nov-25-2020 11:03:54.001

CA8593295

PAGE 1 OF 7 PAGES

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

Pamela Anne
Johnson
5GFTMZ

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

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

CITY OF COQUITLAM
3000 GUILDFORD WAY

TEL.: 604-927-3000

DOC. NO.: 3891685

3561 Gislason - Modification of SRW

COQUITLAM

BC V3B 7N2

Document Fees: \$74.87

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-760-283

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

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CITY OF COQUITLAM

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

CITY OF COQUITLAM

3000 GUILDFORD WAY

COQUITLAM

BRITISH COLUMBIA

V3B 7N2

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Stephanie Lam

A Commissioner for taking Affidavits in the Province of British Columbia

Legislative Services Manager
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

Execution Date

Y	M	D
20	11	23

Transferor(s) Signature(s)

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

Richard Stewart, Mayor

James Gilbert, City Clerk

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Transferor / Borrower / Party Signature(s)

CITY OF COQUITLAM, by its
authorized signatory:

Michelle Hunt
General Manager, Finance, Lands and
Police

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 7 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Modification

BB3021791

modification Statutory Right of Way BB3021791 (as
modified by CA7489237)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

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

BETWEEN:

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

(the "**Grantor**")

AND:

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

(the "**City**")

WHEREAS:

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

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

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

"2A GRANTOR'S WORKS

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

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

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

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

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

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

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

CA8885602

Section 219 Covenant



1. Application

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

2. Description of Land

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

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

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

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

**Stephanie James
Barrister & Solicitor**

City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

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

By their Authorized Signatory

**Print Name: Richard Stewart,
Mayor**

AS TO THE SIGNATURE OF STEPHANIE
LAM ONLY

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

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

**Stephanie James
Barrister & Solicitor**

City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD

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

By their Authorized Signatory

**Print Name: Richard Stewart,
Mayor**

AS TO THE SIGNATURE OF STEPHANIE
LAM ONLY



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

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

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

**Pamela Anne
Johnson 5GFTMZ**

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

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

BETWEEN:

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

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

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

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

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

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

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

CA9091426

Section 219 Covenant



1. Application

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

06-2290-30/20-034/1 PROJ 20-050 - 3561 Gislason
Phase 2A Subdivision
Design Covenant

2. Description of Land

PID/Plan Number	Legal Description
EPP111529	LOT A SECTION 7 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP111529

3. Nature of Interest

Type	Number	Additional Information
COVENANT		s. 219

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF COQUITLAM

6. Transferee(s)

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

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie James
Barrister & Solicitor
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2

YYYY-MM-DD

2021-05-18**CITY OF COQUITLAM**

By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands and Police

City of Coquitlam

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Stephanie James
Barrister & Solicitor
3000 GUILDFORD WAY
COQUITLAM BC V3B 7N2

YYYY-MM-DD

2021-05-18**CITY OF COQUITLAM**

as Transferee

By their Authorized Signatory

Michelle Hunt, General Manager,
Finance, Lands and Police

City of Coquitlam

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

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

Renata Louise
Isenor 4QF1UL

Digitally signed by
Renata Louise Isenor
4QF1UL
Date: 2021-06-11
12:35:49 -07:00

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – SITE DESIGN GUIDELINES

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

BETWEEN:

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

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

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

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

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

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

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

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

6. Notwithstanding anything contained herein, the Owner covenants and agrees that this Section 6 and Sections 3, 4 and 5 hereof shall survive termination or release of this Agreement.
7. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
 - (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
 - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.
8. The City may register this Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.
9. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be a covenant the burden of which shall run with the Lands and bind the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and that this Agreement may only be modified or discharged by agreement of the City, pursuant to the provisions of the *Land Title Act*.
10. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

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

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

SCHEDULE A

SITE DESIGN GUIDELINES

(see attached)

CITY LANDS: SITE DESIGN GUIDELINES



PARTINGTON CREEK NEIGHBOURHOOD

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SITE DESIGN GUIDELINES

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INTRODUCTION

Guidelines + City of Coquitlam Bylaws

Preface

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

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

City Bylaws + Guidelines

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

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

Design Guidelines Purpose

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

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

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

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



Development Guidelines

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

Key Plan Elements

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

A Spectacular Setting

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

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

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

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

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

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



Regulating Mechanism

Regulating Mechanism

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

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

How to use the Guidelines

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

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



SITE DESIGN GUIDELINES

1. Face the Public Street

Streets are the stage of public life.

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



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



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

2. Diversify Home Forms + Sizes

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

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



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



3. Celebrate the Arrival Experience

A Front Door experience for the Community

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



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



4. Loop Vehicular Circulation

A Wayfinding Guide for Residents

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

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



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



5. Provide Outdoor Amenities

A Heart for Social Gathering and Play

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



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



6. Link to the Larger Neighbourhood

Connect to Public Trails + Spaces

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



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



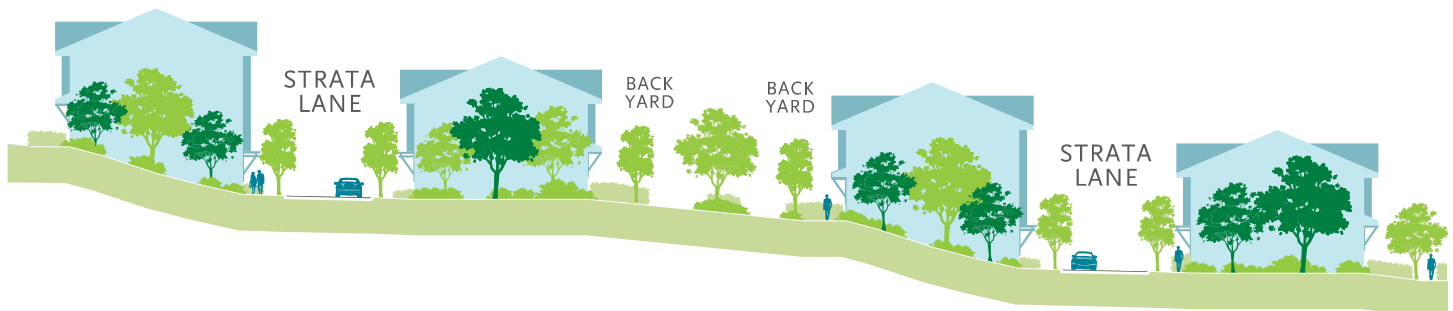
7. Ensure Household Privacy

Privacy in the midst of Community

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



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



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

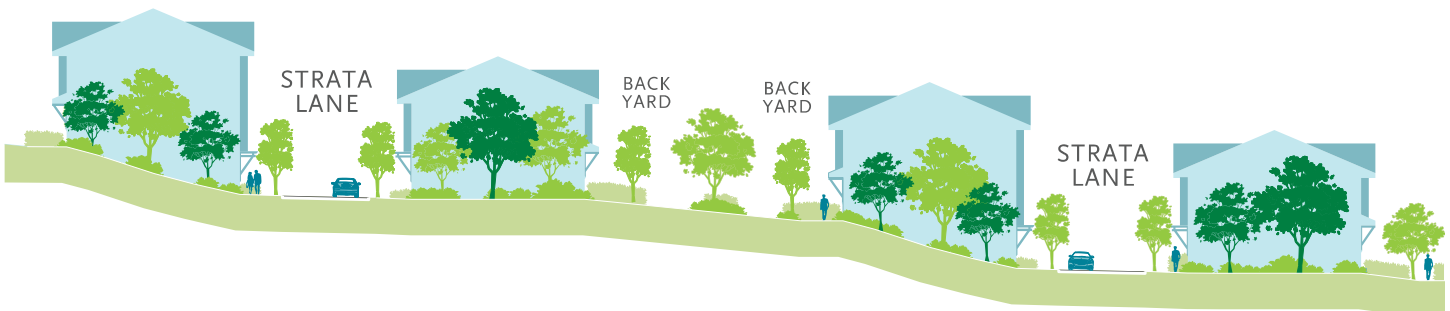
8. Distinguish with Generous Landscape

A Green Neighbourhood in the midst of the City

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



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



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

9. Terrace with the Contours

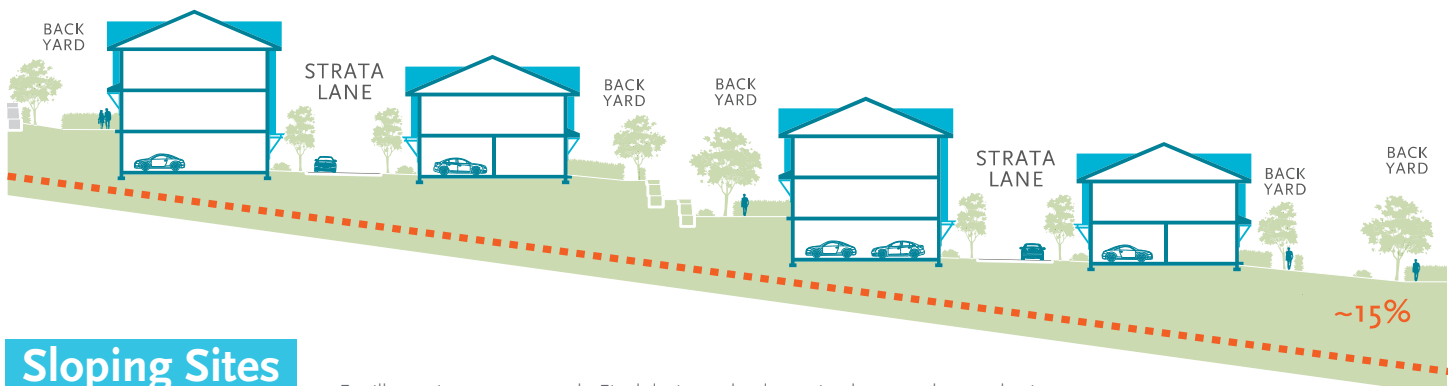
Design with the Land

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

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



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



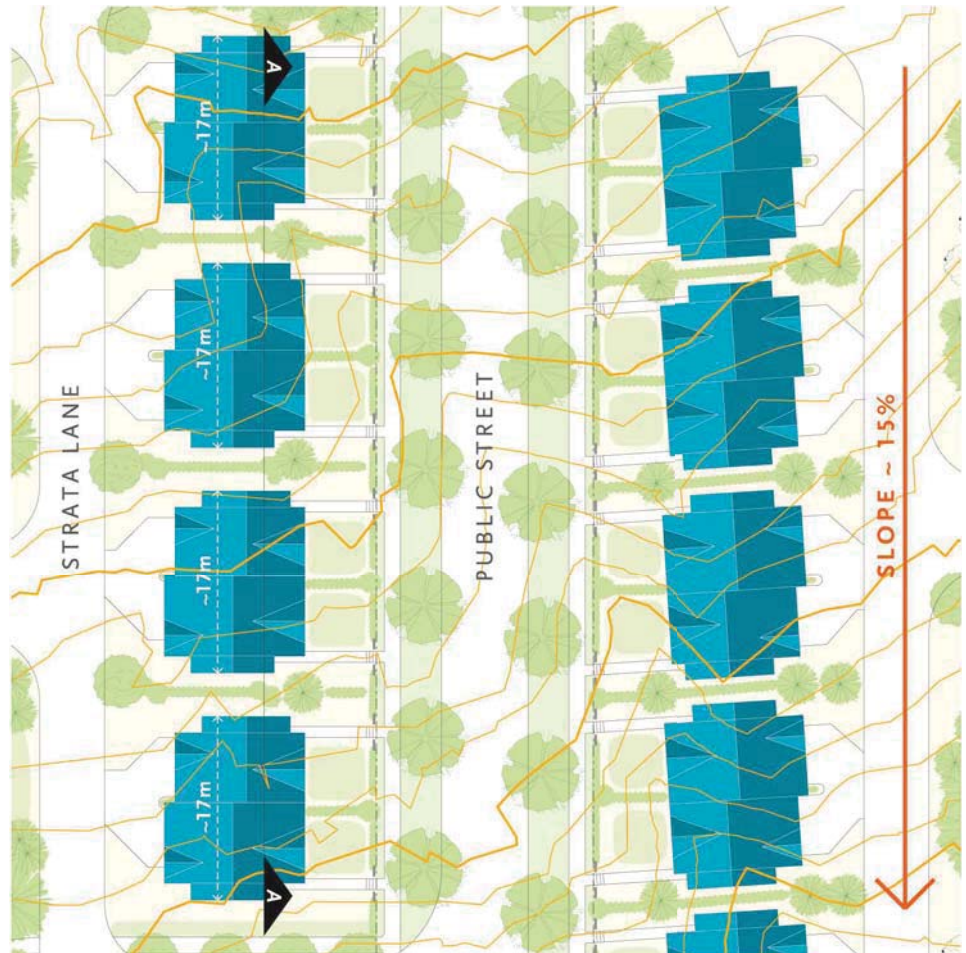
Sloping Sites

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

10. Sloping Streets Require Smaller Buildings

Maintain a Public Face

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



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



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

Sloping Sites

CITY LANDS: SITE DESIGN GUIDELINES

PARTINGTON CREEK NEIGHBOURHOOD

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