

For Sale

23570 124 Avenue, Maple Ridge

8.3 Acre Lot Close To All Amenities

\$2,330,000.00

A Rare Opportunity



8.3 View Acres Close To Amenities & Developments

8.3 Acres with beautiful view of the mountains is centrally located close to amenities. Small older home with 12 year old roof and newer furnace. The Seller believes that the larger home was constructed without permits and is to be purchased as is where is. This rare opportunity is a must see.

Doug, Bonnie or David Mitten



(604)290-5480

www.mitten-realty-services.com

email: dbmitten@mitten-realty-services.com

All information contained in this brochure while thought to be reliable is not guaranteed to be accurate and should be verified by the purchaser

8.3 Acres Close To All Amenities

ADDRESS	23570 124 Avenue, Maple Ridge
LOT SIZE (SQ. FT.)	275.22' (North) X 1,291.62' (West) X 1,291.62 (East) X 285.12' (South) – 361,873 Sq. Ft.
LOT SIZE (ACRES)	8.3 Acres
ZONING	RS-3
AGRICULTURAL LAND RESERVE	This Property Is Located In The Agricultural Land Reserve
LEGAL DESCRIPTION	Lot 5 Except: Parcel "A" (Reference Plan 4815) Section 21 Township 12 New Westminster District Plan 1023
PID	011-951-907
2022 ANNUAL TAXES	\$8,959.86
MISCELLANEOUS	<ul style="list-style-type: none">- Seller Would Like To Have The Option To Rent Property Back For Up To 12 Months If Possible.- For Clausing To Be Included In The Offer Please Contact The Listing Agent

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Small Home

Main Level: 744 Square Feet



Living Room: 14'9 x 13'8



Kitchen: 12'11 x 12'



Bedroom: 10'10 x 9'10

Bedroom: 9'10 x 9'10

Bathroom: 4 Piece

Upper Level: 401 Square Feet (6'3 Ceiling Height)

Bedroom: 13'10 x 13'2

Flex Room: 13'2 x 13'

Unfinished Lower Level: 746 Square Feet (7' Ceiling Height)

Features Of This Fine Home:

🏡 **8.3 Acres Centrally Located Close To Amenities.**



- 🏡 **Small Older Home With 12 Year Old Roof And Newer Furnace And Updated Septic Field (Approximately 2009).**
- 🏡 **The Seller Believes That The Larger Home Was Constructed Without Permits And Is To Be Purchased As Is Where Is.**
- 🏡 **Barn – Approximately 40' X 69'**





The Mitten
REAL ESTATE TEAM

Doug, Bonnie & David Mitten

**23570 124 Avenue,
Marple Ridge, B.C.**

Totals**

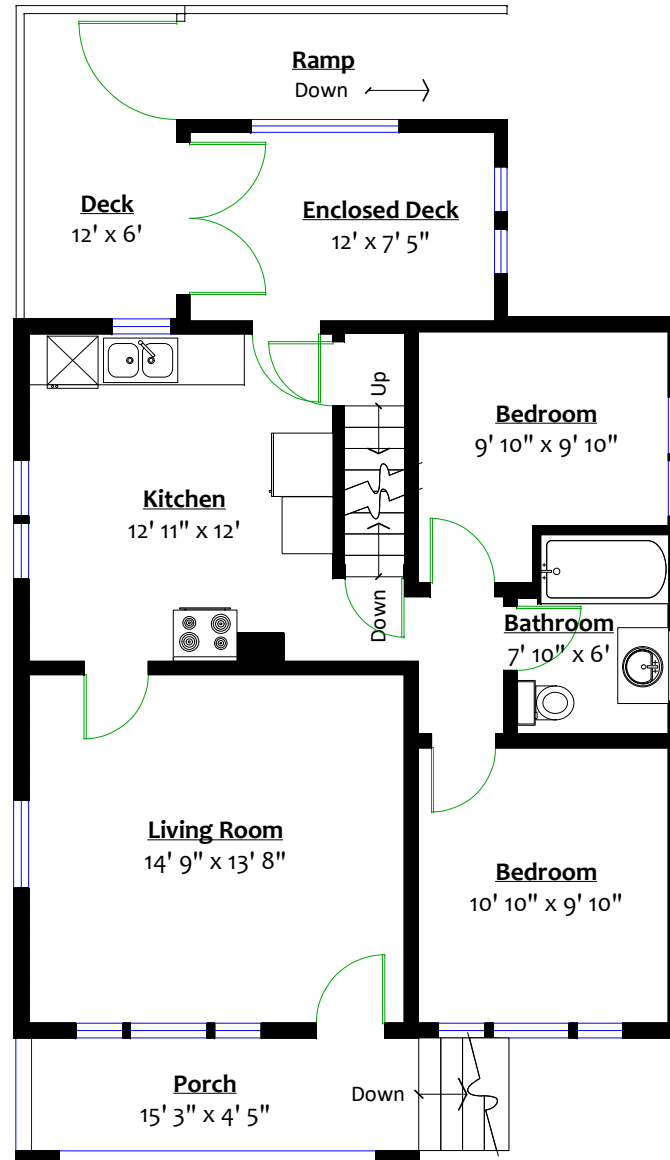
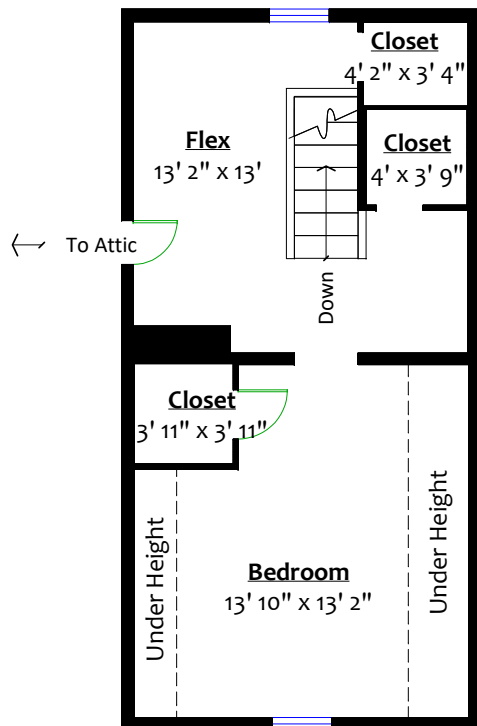
Main Level: 744 sq. ft.
Lower Level: 401 sq. ft.
Total: 1,145 sq. ft.
Lower Level: 746 sq. ft.
Grand Total: 1,891 sq. ft.

Other Areas**

Porch: 80 sq. ft.
Enclosed Deck: 103 sq. ft.
Deck: 72 sq. ft.
Total: 255 sq. ft.

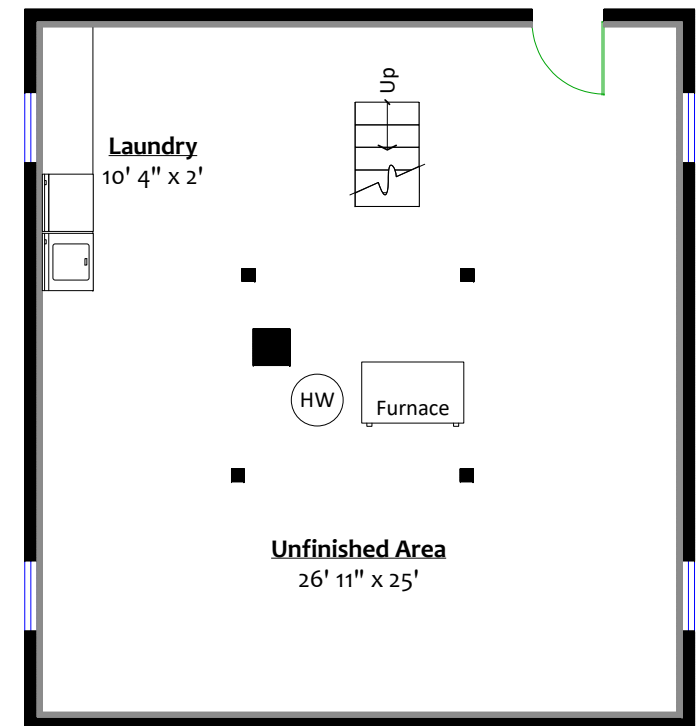
UPPER LEVEL

Floor Area: 401 Sq. Ft.
Ceiling Height: 6' 3"



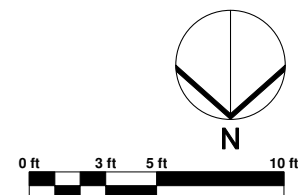
MAIN LEVEL

Floor Area: 744 Sq. Ft.
Ceiling Height: 8'



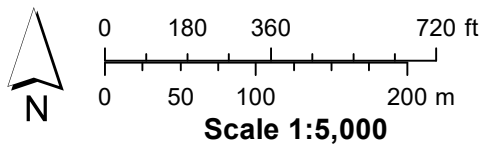
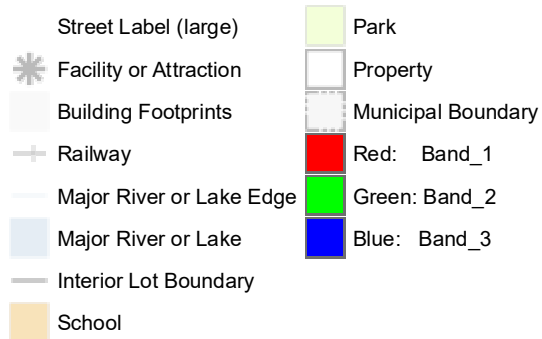
LOWER UNFINISHED LEVEL

Floor Area: 746 Sq. Ft.
Ceiling Height: 7'



Property Report (23570 124 AVE)

Property ID: 17753
Address: 23570 124 AVE
Folio: 63315-0000-5
Plan: NWP1023
Lot: 5
Legal: LT 5; SEC 21; TWP 12; NWD; PL NWP1023
PID: 011-951-907
LTO: CA4323790
Zoning: RS-3
OCP Land Use: AGR
Closed to Backyard Burning: No
Recycling Pickup Day: Thursday
Approx. Area: 3.370 ha.



The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.

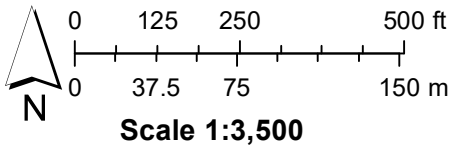
City of Maple Ridge
RidgeView 2.0
Printed: August 31, 2022



23570 124 Ave



	Facility or Attraction		Sanitary Main
	Street Label (large)		Hydrant
	Interior Lot Boundary		Water Main
	Dike		Railway
	Culvert		Major River or Lake Edge
	Drainage Main		Major River or Lake



The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.

PROPERTY INFORMATION REPORT

Print Report

General Property Information				
Civic Address: 23570 124 AVE				
Folio: 63315-0000-5				
LTO Number: CA4323790				
PID: 011-951-907				
MHR Number:				
Status: Active				
Property No: 118629				
Legal: LOT 5 SECTION 21 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN NWP1023 PART SW 1/4, GROUP 1, EXCEPT PLAN PCL A RP4815.				

2022 Taxable Assessment Details					
Value Set	Assessment Class		Gross	Exempt	Net
GENERAL	1-Residential	Land	2,075,000	0	2,075,000
GENERAL	1-Residential	Improvement	636,000	0	636,000
GENERAL	1-Residential	Total	2,711,000	0	2,711,000

2021 Taxable Assessment Details					
Value Set	Assessment Class		Gross	Exempt	Net
GENERAL	1-Residential	Land	1,379,000	0	1,379,000
GENERAL	1-Residential	Improvement	449,000	0	449,000
GENERAL	1-Residential	Total	1,828,000	0	1,828,000

2020 Taxable Assessment Details					
Value Set	Assessment Class		Gross	Exempt	Net
GENERAL	1-Residential	Land	1,291,000	0	1,291,000
GENERAL	1-Residential	Improvement	403,000	0	403,000
GENERAL	1-Residential	Total	1,694,000	0	1,694,000

Property Tax Levies and Assessments Summary

Notice Year Date	Type	Total Levy	Class	Gross Land	Gross Improvements	Gross Assessment	Net Assessment
2022 May 16, 2022	Reg	8,959.86	1	2,075,000	636,000	2,711,000	2,711,000
2021 May 12, 2021	Reg	7,648.51	1	1,379,000	449,000	1,828,000	1,828,000
2020 May 13, 2020	Reg	7,181.83	1	1,291,000	403,000	1,694,000	1,694,000

2022 Property Tax Levy Details

Levy	Class	Taxable Value	Rate	Prorate Factor	Amount
BCA	1	1,673,500.00	0.00003500	1.00000000	58.41
BLUEBOX SERVICE - RESIDENTIAL		1.00	41.02000000	1.00000000	41.02
DRAINAGE	1	2,711,000.00	0.00000000	1.00000000	0.00
GENERAL	1	2,711,000.00	0.00237600	1.00000000	6,439.98
GVTA	1	1,673,500.00	0.00022600	1.00000000	378.04
METRO VANCOUVER REGIONAL DISTRICT	1	1,673,500.00	0.00005300	1.00000000	88.03
MFA	1	1,673,500.00	0.00000000	1.00000000	0.33
PARKS	1	2,711,000.00	0.00000000	1.00000000	0.00
RCMP	1	2,711,000.00	0.00003700	1.00000000	101.12
RECYCLING PARCEL CHARGE		1.00	39.86000000		39.86
SCHOOL - RESIDENTIAL	1	1,673,500.00	0.00108300	1.00000000	1,813.07
Notice Total:					8,959.86

2021 Property Tax Levy Details

Levy	Class	Taxable Value	Rate	Prorate Factor	Amount
BCA	1	1,138,500.00	0.00004100	1.00000000	46.79
BLUEBOX SERVICE - RESIDENTIAL		1.00	39.92000000	1.00000000	39.92
DRAINAGE	1	1,828,000.00	0.00006600	1.00000000	120.83
GENERAL	1	1,828,000.00	0.00293400	1.00000000	5,362.62
GVTA	1	1,138,500.00	0.00025900	1.00000000	294.42
METRO VANCOUVER REGIONAL DISTRICT	1	1,138,500.00	0.00005700	1.00000000	64.55
MFA	1	1,138,500.00	0.00000000	1.00000000	0.23
PARKS	1	1,828,000.00	0.00008800	1.00000000	160.68
RECYCLING PARCEL CHARGE		1.00	38.80000000		38.80
SCHOOL - RESIDENTIAL	1	1,138,500.00	0.00133500	1.00000000	1,519.67
Notice Total:					7,648.51

2020 Property Tax Levy Details

Levy	Class	Taxable Value	Rate	Prorate Factor	Amount
BCA	1	1,048,500.00	0.00004300	1.00000000	44.67
BLUEBOX SERVICE - RESIDENTIAL		1.00	38.85000000	1.00000000	38.85
DRAINAGE	1	1,694,000.00	0.00006100	1.00000000	102.66
GENERAL	1	1,694,000.00	0.00299300	1.00000000	5,070.65
GVTA	1	1,048,500.00	0.00025200	1.00000000	263.91
METRO VANCOUVER REGIONAL DISTRICT	1	1,048,500.00	0.00005300	1.00000000	55.15
MFA	1	1,048,500.00	0.00000000	1.00000000	0.21
PARKS	1	1,694,000.00	0.00007400	1.00000000	125.86
RECYCLING PARCEL CHARGE		1.00	37.76000000		37.76
SCHOOL - RESIDENTIAL	1	1,048,500.00	0.00137500	1.00000000	1,442.11
Notice Total:					7,181.83

Property Tax Comparison

Taxes	2022	2021	Difference	Percentage Changed
Gross Taxes	8,959.86	7,648.51	1,311.35	17.15
Gen. Assess: Class 1: Land	2,075,000.00	1,379,000.00	696,000.00	50.47
Gen. Assess: Class 1: Improvements	636,000.00	449,000.00	187,000.00	41.65
Gen. Assess: Class 1: Net	2,711,000.00	1,828,000.00	883,000.00	48.30
Tax Levy: BCA	58.41	46.79	11.62	24.83
Tax Levy: DRAINAGE	0.00	120.83	-120.83	-100.00
Tax Levy: GENERAL	6,439.98	5,362.62	1,077.36	20.09
Tax Levy: GVTA	378.04	294.42	83.62	28.40
Tax Levy: METRO VANCOUVER REGIONAL DISTR	88.03	64.55	23.48	36.37
Tax Levy: MFA	0.33	0.23	0.10	43.48
Tax Levy: PARKS	0.00	160.68	-160.68	-100.00
Tax Levy: RCMP	101.12	0.00	101.12	100.00
Tax Levy: RECYCLING PARCEL CHARGE	39.86	38.80	1.06	2.73
Tax Levy: SCHOOL - RESIDENTIAL	1,813.07	1,519.67	293.40	19.31
UB Levy: BLUEBOX SERVICE - RESIDENTIAL	41.02	39.92	1.10	2.76

Local Improvements / Business Improvement Areas

There is no local improvement information for this property.

Latecomer Agreements

There are no latecomer agreements for this property.

611 ZONE: RS-3 SINGLE DETACHED RURAL RESIDENTIAL

611.1 PURPOSE

1. This [Zone](#) provides for [Agricultural](#) and rural [Single Detached Residential Uses](#) on [Lots](#) with a minimum [Lot Area](#) of 0.8 hectares located outside of the urban area boundary that may not be connected to the [Community Water System](#) or the [Community Sanitary Sewer System](#).

611.2 PRINCIPAL USES

1. The following [Principal Uses](#) [shall](#) be permitted in this [Zone](#):
 - a. [Single Detached Residential](#);
 - b. [Agricultural](#), subject to the Other Requirements Section of this [Zone](#);
 - c. [Assisted Living Residence](#); and (Bylaw 7723-2321)
 - d. [Cannabis, Commercial Production](#), subject to the Other Requirements Section of this [Zone](#).

611.3 ACCESSORY USES

1. The following [shall](#) be permitted as [Accessory Uses](#) to one of the permitted [Principal Uses](#) in this [Zone](#):
 - a. [Agricultural Employee Residential](#);
 - b. [Bed and Breakfast](#);
 - c. [Boarding](#);
 - d. [Campground](#);
 - e. [Detached Garden Suite Residential](#);
 - f. [Hobby Beekeeping](#);
 - g. [Home Occupation](#);
 - h. [Neighbourhood Daycare](#);
 - i. [Produce Sales](#);
 - j. [Rental Stable](#);
 - k. [Secondary Suite Residential](#); and
 - l. [Temporary Residential](#).
2. Refer to Sections 401 and 402 of this Bylaw for additional information.

611.4 LOT AREA and DIMENSIONS

1. Where a [Community Water System](#) is available the minimum [Lot Area](#) and dimensions [shall](#) be not less than:
 - a. in [Lot Area](#) 0.8 hectares
 - b. in [Lot Width](#) 60.0 metres
 - c. in [Lot Depth](#) 75.0 metres.
2. Where a [Community Water System](#) is not available the minimum [Lot Area](#) and dimensions [shall](#) be not less than:
 - a. in [Lot Area](#) 2.0 hectares
 - b. in [Lot Width](#) 60.0 metres

c. in [Lot Depth](#) 75.0 metres.

3. Refer to Section 407 (Building Envelope) of this Bylaw for required minimum [Building Envelope](#) dimensions.

611.5 DENSITY

1. Not applicable.

611.6 LOT COVERAGE

1. All [Principal Buildings and Principal Structures](#) and [Accessory Buildings and Accessory Structures](#) together [shall](#) not exceed a [Lot Coverage](#) of 40%.
2. All [Buildings](#) and [Structures](#) for [Agricultural Use shall](#) not exceed a [Lot Coverage](#) of 10%, except for Greenhouse [Structures](#) that [shall](#) not exceed a [Lot Coverage](#) of 20%.
3. Refer to Section 401 (Accessory Buildings, Structures and Uses) of this Bylaw for [Lot Coverage](#) requirements.

611.7 SETBACKS

1. The minimum [Setbacks](#) for [Buildings](#) and [Structures](#) for [Single Detached Residential shall](#) be not less than:
- a. from a [Front Lot Line](#) 7.5 metres
 - b. from a [Rear Lot Line](#) 7.5 metres
 - c. from an [Interior Side Lot Line](#) 1.5 metres, and the sum of the interior [Side Setbacks shall](#) be not less than 3.5 metres
 - d. from an [Exterior Side Lot Line](#) 4.5 metres
 - e. where a high-pressure gas right-of-way is located within any portion of the required [Setback](#) area from a [Rear Lot Line](#), the [Setback shall](#) be not less than 5.0 metres from the right-of way for all [Lots](#) created after October 31, 1986.
2. The minimum [Setbacks](#) for [Buildings](#) and [Structures](#) for [Agricultural Use shall](#) be not less than:
- a. from a [Front Lot Line](#) 30.0 metres
 - b. from a [Rear Lot Line](#) 30.0 metres
 - c. from an [Interior Side Lot Line](#) 15.0 metres
 - d. from an [Exterior Side Lot Line](#) 30.0 metres
 - e. from all wells 30.0 metres
 - f. from the [Building Face](#) of a [Building](#) for a [Residential Use](#) (Bylaw 7749-2021) 15.0 metres
3. The minimum [Setbacks](#) for [Buildings](#) and [Structures](#) that involve mushroom growing, or the keeping of swine or poultry [shall](#) be not less than:
- a. from a [Front Lot Line](#) 60.0 metres
 - b. from a [Rear Lot Line](#) 30.0 metres
 - c. from an [Interior Side Lot Line](#) 30.0 metres
 - d. from an [Exterior Side Lot Line](#) 60.0 metres

- e. from all wells 30.0 metres
- f. from the Building Face of a Building
for a Residential Use (Bylaw 7749-2021) 30.0 metres
- 4. The minimum Setbacks for Buildings and Structures for Greenhouse Use shall be not less than:
 - a. from a Front Lot Line 15.0 metres
 - b. from a Rear Lot Line 15.0 metres
 - c. from an Interior Side Lot Line 7.5 metres
 - d. from an Exterior Side Lot Line 7.5 metres
 - e. from all wells 30.0 metres
 - f. from the Building Face of a Building
for a Residential Use (Bylaw 7749-2021) 15.0 metres
- 5. Minimum Setbacks for Buildings and Structures for Cannabis, Commercial Production shall be not less than:
 - a. from a Front Lot Line 60.0 metres
 - b. from a Rear Lot Line 30.0 metres
 - c. from an Interior Side Lot Line 30.0 metres
 - d. from an Exterior Side Lot Line 60.0 metres
 - e. from all wells 30.0 metres
 - f. from the Building Face of a Building
for a Residential Use (Bylaw 7749-2021) 30.0 metres
- 6. Minimum Setbacks for Accessory Buildings and Accessory Structures shall be not less than:
 - a. from a Front Lot Line 7.5 metres
 - b. from a Rear Lot Line 1.5 metres
 - c. from an Interior Side Lot Line 1.5 metres
 - d. from an Exterior Side Lot Line 3.0 metres.
 - e. from the Building Face of a Building
for a Residential Use (Bylaw 7749-2021) 1.5 metres
- 7. Minimum Setbacks for all Buildings and Structures shall meet the requirements of Section 403 (Visual Clearance at Intersections) of this Bylaw.

611.8

HEIGHT

- 1. Building Height for Principal Buildings and Principal Structures shall not exceed 9.5 metres.
- 2. Building Height for Accessory Buildings and Accessory Structures shall not exceed 6.0 metres.
- 3. Building Height for Agricultural Use and Cannabis, Commercial Production Use shall not exceed 15.0 metres.
- 4. Refer to Section 403 (Building Height) of this Bylaw.

611.9 LANDSCAPING and SCREENING

1. [Landscaping](#) and screening [shall](#) be provided in accordance with Section 405 (Landscaping, Screening and Fencing Requirements) of this Bylaw.

611.10 PARKING and LOADING

1. [Off-Street Parking](#) and [Off-Street Loading shall](#) be provided in accordance with [Maple Ridge Off-Street Parking and Loading Bylaw No. 4350-1990](#).
2. Refer to Section 402 of this Bylaw.

611.11 OTHER REQUIREMENTS

1. An [Agricultural Use](#), including the storage of fuel in tanks:
 - a. [shall](#) not be permitted on a [Lot](#) of less than 0.4 hectares. (Bylaw 7749-2021)
2. For [Lots](#) that are within the [Agricultural Land Reserve](#) and that are subject to the [Agricultural Land Commission Act and its Regulations](#), the [Farm Home Plate](#) requirements [shall](#) apply in accordance with Section 402 of this Bylaw.
3. [Cannabis, Commercial Production Use shall](#) not be permitted unless the [Lot](#) is within the [Agricultural Land Reserve](#)
4. [Cannabis, Commercial Production](#) requirements [shall](#) apply in accordance with Section 402 (Cannabis, Commercial Production) of this Bylaw.

Abernethy Way Extension (232 St to 256 St)

The City's [2014 Strategic Transportation Plan](#) (STP) identifies the City's highest traffic volumes are carried by three east west corridors: Loughheed Highway, Dewdney Trunk Road and Abernethy Way. The STP recommends improvements to the Abernethy Way Corridor in 4 phases:

Phase 1: Widening Abernethy Way from 210 Street to 224 Street

Phase 2: Widening Abernethy Way from 230 Street to 232 Street

Phase 3: Extend Abernethy Way east from 232 Street to 240 Street

Phase 4: Extend Abernethy Way east from 240 Street to 256 Street

Phase 1

The widening of Abernethy Way between 210 Street and 224 Street was completed in 2010.

Phase 2

This phase is currently in the design stage with construction planned for 2022.

Based on a review of existing and projected traffic volumes, a modified approach will include widening key intersections for the management of current traffic volumes. Please visit the [project page](#) for more information.

Phase 3

This phase is currently in the design stage with construction planned for 2025.

The new roadway will follow the east-west alignment of 124 Avenue. A diagonal s-curve will move the alignment to the southeast, connecting to 240 Street to the south of Hacker's Haven Par 3, as shown in [Figure 1](#). Phase 3 was approved by Council at the November 26, 2019 Workshop meeting.

Phase 4

Based on employment and population projections identified in the Abernethy Way Extension Study, the delivery timeframe for Phase 4 is 20+ years. The general alignment will utilize 124 Avenue. Phase 4 was approved by Council on November 24, 2020.



TITLE SEARCH PRINT

2022-10-27, 09:21:06

File Reference:

Requestor: Douglas Mitten

Declared Value \$1694000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CB202893

CA4323790

Application Received

2022-09-06

Application Entered

2022-09-15

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

CATHERINE LISA HIEBERT

23570 - 124TH STREET

MAPLE RIDGE, BC

V2X 4K4

EXECUTOR OF THE WILL OF HARRY NICHOLAS BISSKY,
DECEASED, SEE CB202893**Taxation Authority**

Maple Ridge, City of

Description of Land

Parcel Identifier:

011-951-907

Legal Description:

LOT 5 EXCEPT: PARCEL "A" (REFERENCE PLAN 4815) SECTION 21 TOWNSHIP 12
NEW WESTMINSTER DISTRICT PLAN 1023**Legal Notations**THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 15 DEPOSITED
30/07/1974**Charges, Liens and Interests**

Nature:

COVENANT

Registration Number:

T78464

Registration Date and Time:

1981-07-10 13:59

Registered Owner:

DISTRICT OF MAPLE RIDGE

Remarks:

L.T.A. SEC 215

TITLE SEARCH PRINT

2022-10-27, 09:21:06

File Reference:

Requestor: Douglas Mitten

Declared Value \$1694000

Nature:

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB287977

Registration Date and Time:

2022-10-18 11:45

Registered Owner:

THOMAS COLIN BISSKY

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Status: Registered

Doc #: T78464

RCVD: 1981-07-10 RQST: 2022-09-13
20.25.36

NATURE OF CHARGE:

Section 215
Restrictive Covenant

TRUE VALUE:

Nominal

HEREWITH FEES OF

\$10.00

T78464

Harry Bissky,
23570 124 St. Maple Ridge. V2X 4K4
PRESENTED BY: 467 5339
VERNON & THOMPSON
Barristers & Solicitors
22311 119th Avenue
Maple Ridge, B.C. V2X-2Z2
463-6281

H. Bissky
Signature of Agent for Applicant

RESTRICTIVE COVENANT

(Section 15 Land Title Act)

THIS AGREEMENT made the 12th day of JUNE, 1981.

BETWEEN: Harry Nicholas Bissky and Josephine Aileen Bissky

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE,
a Municipal Corporation under the "Municipal Act"
Chapter 290, Revised Statutes of British Columbia,
1979, and having its municipal offices at 11890 -
224th Street, Maple Ridge, British Columbia,

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the registered owner of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia, and more particularly known and described as:

~~Lot 5 of the South West Quarter of Section 21 Township 12 Plan 1023 Except Parcel A~~
~~Lot 5~~
Lot 5

Lot 5 of the South west Quarter of Section 21 Township 12 Plan 1023 Except Parcel A
(Reference Plan 4815) New Westminster District.

(hereinafter called the "said lands").

B. Section 215 of the Land Title Act provides that there may be registered as a charge against the title to land a covenant, whether of a positive or negative nature, in favour of a Municipality in respect of the use of a building on or to be erected on land.

LAND TITLE ACT
Form 1 (Section 35)
MEMORANDUM OF REGISTRATION
Received on application received on
the 12th day of June 1981 at the
S.A.R. Office
New Westminster, B.C.

10 JUL 81

Status: Registered

Doc #: T78464

RCVD: 1981-07-10 RQST: 2022-09-13
20.25.36

-2-

78464

C. The Covenantee has agreed to permit a second dwelling to be constructed or placed on the said lands subject to the registration of this Agreement.

NOW THEREFORE in consideration of the premises and the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged by the Covenantor), the parties hereto do hereby covenant and agree each with the other as follows:

1. Upon the occupancy of the second dwelling to be constructed or placed on the said lands for single family residential use the existing dwelling located on the said lands (hereinafter called the "Accessory Employee Dwelling") shall be converted to and shall thereafter be used solely for Accessory Employee Residential use as defined in the Maple Ridge Zoning By-law No. 535-1961 as amended.
2. Upon the Accessory Employee Dwelling ceasing to be required for accessory employee residential use or upon the said lands ceasing to be used for agricultural or resource use, the Accessory Employee Dwelling shall forthwith be demolished or removed from the said lands by the Covenantor.
3. The Covenantor hereby agrees to indemnify the Covenantee forthwith for any damages suffered by or liability imposed upon the Covenantee and for all expenses and costs incurred by the Covenantee, including any costs of enforcing this Agreement in the manner prescribed as between solicitor and client, resulting from any breach by the Covenantor of any matter herein agreed to.
4. The covenants and agreements herein shall run with the said lands and shall be binding upon the Covenantor and all persons claiming through, under or in trust for him and the Covenantor will in every conveyance, lease or other assurance of the said lands or any part thereof give to the Grantee, Lessee or Purchaser thereof express notice of the said covenants and agreements and for that purpose this Agreement shall be registered in the Land Title Office at the City of New Westminster, in the Province of British Columbia, against the title to the said lands.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Status: Registered

Doc #: T78464

RCVD: 1981-07-10 RQST: 2022-09-13
20.25.36

-3-

78464

6. Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the Covenantor has duly executed this Agreement and the Covenantee has hereunto caused its corporate seal to be affixed and attested by the hands of its officers duly authorized in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Covenantor in the
presence of: *G. Nicol*

Name _____
Address **GORDON J. NICOL**
BARRISTER & SOLICITOR
3349 KINGSWAY
VANCOUVER 16, B.C.
Occupation **TELEPHONE: 435-0232**

A. Bunkley *Joseph Bunkley*

The Corporate Seal of **VANCOUVER CITY**
SAVINGS CREDIT UNION
was hereunto affixed in the
presence of:

[Signature]
Authorized Signatory
MANAGER, CREDIT DEPT.
[Signature]
Authorized Signatory
BRANCH MANAGER

The Corporate Seal of THE
CORPORATION OF THE DISTRICT OF
MAPLE RIDGE was hereunto affixed
in the presence of:

[Signature]
MAYOR - Authorized Signatory

[Signature]
CLERK - Authorized Signatory

Status: Registered

Doc #: T78464

RCVD: 1981-07-10 RQST: 2022-09-13
20.25.36

78464

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

Harry Nicholas and Josephine Aileen Bissky
23570 - 124th Ave.
Maple Ridge, B.C.

~~Lot 5 of S. 3. W. 1 SEC 21 T. 12 Plan 91223~~

Lot 5 Of The South West Quarter Of Section 21 Township 12 Plan 1023 Except Parcel A
(Reference Plan 4815) New Westminster District.

CONSENT

The undersigned, being the holder of the encumbrance or entitled to the
lien or interest referred to in the memorandum above written, hereby
approves of, joins in and consents to the registration of the within
Agreement and doth covenant and agree that the same shall be binding upon
its interest in or charge upon the said lands and shall be an encumbrance
upon the said lands prior to the above noted
in the same manner and to the same effect as if it had been dated and
registered prior to the said

EXECUTED this 12 day of JUNE, 1981.

SIGNED in the presence of:

Name

Address

GORDON J. NICCOL
BARRISTER & SOLICITOR
3349 KINGSWAY
VANCOUVER 16, B.C.
TELEPHONE: 435-0232

Occupation

The Common Seal of

VANCOUVER CITY
SAVINGS CREDIT UNION
was hereby affixed in the
presence of:

Authorized Signatory
BRANCH MANAGERAuthorized Signatory
MANAGER, CREDIT DEPT.

Status: Registered

Doc #: T78464

RCVD: 1981-07-10 RQST: 2022-09-13
20.25.36

LAND TITLE ACT

FORM 2

(Sections 43 (a) and 44 (a))

78464

AFFIDAVIT OF WITNESS

I, _____, of _____, in British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by _____, the party(ies) to it, for the purposes named in it.
2. The instrument was executed at _____.
3. I know the party(ies), who is(are) _____ years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at _____

LAND TITLES ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I certify that on the 7th day of July, 1981, at MAPLE RIDGE, in British Columbia, FRANCIS B. MAGEE, MUNICIPAL CLERK personally known to me, appeared before me and acknowledged to me he is the authorized signatory of The Corporation of the District of Maple Ridge and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, and that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand and seal of office at Maple Ridge, this 7th day of July, 1981.


J. R. McBRIDE

A Commissioner for Taking Affidavits
for British Columbia.

LAND TITLES ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the 12 day of JUNE, 1981, at VANCOUVER, in British Columbia, _____

~~(whose identity has been proved by the evidence on oath of _____)~~

W. S. THAME

(State full name, address, and occupation)

who is) personally known to me, appeared

before me and acknowledged to me that he/she is the authorized signatory of VANCOUVER CITY SAVINGS CREDIT UNION and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at VANCOUVER, this 12th day of JUNE, 1981.


A Commissioner for Taking Affidavits for British Columbia

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.
† These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (c) not to call for further evidence of the existence of the corporation.

‡ Write name and qualifications under section 43, e.g. A Commissioner for Taking Affidavits for British Columbia.

SELLER'S DISCLOSURE OF MATERIAL LATENT DEFECTS

ADDRESS: 23570 124 Ave Maple Ridge, BC V2X 4K4 (the "Property")
 FROM: Catherine Lisa Hiebert (Executor) (the "Seller")
 DESIGNATED AGENT(S): Douglas, Bonnie & David Mitten
 NAME OF BROKERAGE: Performance Power Play Realty

Section 59(2) of the Real Estate Services Rules (the "Rules") requires that a licensee who is providing trading services to a client who is disposing of real estate must disclose to all other parties to the trade, promptly but in any case before an agreement for the acquisition or disposition of the real estate is entered into, any Material Latent Defect in the real estate that is known to the licensee, unless the other parties have already received written disclosure of such Material Latent Defect from such client.

Section 59(3) of the Rules requires that if a client instructs a licensee to withhold disclosure required by section 59(2) of the Rules, the licensee must refuse to provide further trading services to or on behalf of that client in respect of the trade in real estate.

For the purpose of the Rules and this Form, a "Material Latent Defect" is defined as:

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, or*
 - (iii) *unfit for the purpose for which a party is acquiring it, if*
 - (A) *the party has made this purpose known to the licensee, or*
 - (B) *the licensee has otherwise become aware of this purpose;*
- (b) *a defect that would involve great expense to remedy;*
- (c) *a circumstance that affects the real estate in respect of which a local government or other local authority has given a notice to the client or the licensee, indicating that the circumstance must or should be remedied;*
- (d) *a lack of appropriate municipal building and other permits respecting the real estate.*

The Seller is advised that the Designated Agent's obligations under the Rules to disclose Material Latent Defects set out above may differ from the Seller's disclosure obligations. If the Seller is unsure of their disclosure obligations, prior to signing this Form they should speak with their Designated Agent or obtain independent legal advice.

As of the date hereof, the Seller (select one by initialing in the appropriate box):

☐

does not know of any Material Latent Defect(s) in respect of the Property; or



knows of the following Material Latent Defect(s) in respect of the Property:

As far as the Seller is aware the large house on the property ~~was~~ ^{has} been built without permits and ~~did~~ ^{may have been} not have the necessary inspections required.

CH

MA

CH

USE ADDITIONAL PAGE(S) IF NECESSARY.

By signing this Form, the Seller hereby authorizes and instructs their Designated Agent(s) to disclose the Material Latent Defects described in this Form, if any, by delivering or making this Form available to any other party or potential party to the trade of the Property before an agreement for the acquisition of the Property is entered into.

X 
 SELLER'S SIGNATURE Catherine Lisa Hiebert

X _____
 SELLER'S SIGNATURE

October 7, 2022

DATE

RECEIPT ACKNOWLEDGED BY THE BUYER:

X _____
 BUYER'S SIGNATURE

X _____
 BUYER'S SIGNATURE

DATE

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

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CREA WEBForms®



As far as the Seller is aware the larger home on the property may have been built without all of the required permits and may not have had all of the required inspections. Please see the material latent defect disclosure on page 3 of this document.

THIS CARD MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES FOR WHICH IT IS ISSUED.

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
MUNICIPAL HALL, 11890 - 224 STREET, MAPLE RIDGE, B.C.

Permission is hereby granted under the provisions of the Building Bylaw to the following Building:

PERMIT NUMBER: **12237**

LOCATION OF WORK: **23570 124 Avenue**

LEGAL DESCRIPTION OF PROPERTY: **E₁ of 5 Sec 21 Tp 12 Plan 1023**

OWNER: **Harry H. Bisky** ADDRESS: **as above**

CONTRACTOR: **self** ADDRESS: **467-5339**

PURPOSE FOR WHICH BUILDING IS TO BE USED: **sfd**

NO. OF FLOORS: **2**

BASEMENT: **drywall/wood**

TYPE OF HEATING: **gas**

ESTIMATED COST OF WORKS: **\$ 65,000.00**

SPECIAL DETAILS: **\$500 letter of credit, recd no. 8992, expires July 10/1980**

IF LETTER OF CREDIT IS NOT RENEWED PRIOR TO THE EXPIRY DATE, IT WILL BE AUTOMATICALLY CASHED WITHOUT NOTIFICATION AND CANNOT BE REPLACED WITH A NEW LETTER OF CREDIT.

Signed as per application

SIGNATURE OF APPLICANT

COLLECTOR

THIS RECEIPT IS VALID ONLY WHEN STAMPED PAID BY CASHIER'S REGISTER

ALL WORK MUST BE DONE BY A PERSON(S) HOLDING A MAPLE RIDGE LICENCE FOR THE CURRENT PERIOD, ISSUED BY THE LICENCE DEPARTMENT, EXCEPT IN THE CASE OF AN OWNER WHO PERSONALLY DOES THE WORK.

IN CONSIDERATION OF GRANTING OF THE PERMIT APPLIED FOR, I AGREE TO CONFORM TO ALL REQUIREMENTS OF THE BUILDING BYLAW, AND ALL OTHER STATUTES AND BYLAWS IN FORCE IN THE CORPORATION OF DISTRICT OF MAPLE RIDGE AND TO INDEMNIFY AND RELEASE THE CORPORATION FROM ALL CLAIMS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES OF WHATSOEVER KIND, WHICH MAY ACCRUE AGAINST THE CORPORATION OF DISTRICT OF MAPLE RIDGE, IN CONSEQUENCE OF, AND INCIDENTAL TO THE GRANTING OF THIS PERMIT, IF ISSUED.

DATE: **79 07 17**

ROLL NO.

SITE: ACREAGE LOT SIZE

BUILDING PERMIT

FEE: **369.00**

As far as the Seller is aware the larger home on the property may have been built without all of the required permits and may not have had all of the required inspections. Please see the material latent defect disclosure on page 3 of this document.

PERMIT NO. 8 2F 254 000064.75 PER

THIS CARD MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES FOR WHICH IT IS ISSUED

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
MUNICIPAL HALL, 11890 - 224 STREET, MAPLE RIDGE, B.C.

BUILDING DEPARTMENT
8 2F 254 000064.75 PER

PERMIT NUMBER 2854

DATE Oct. 1/79 ROLL NO.

LOCATION OF WORK 23570 - 124 Avenue, Maple Ridge

LEGAL DESCRIPTION OF PROPERTY Lot E' of 5, Sec. 21, Tp. 12, Plan 1023

OWNER H. Bissky ADDRESS

CONTRACTOR Self ADDRESS

M.R. LIC. NO.

SQUARE FEET	4,000	TYPE OF BUILDING	NEW <input checked="" type="checkbox"/> ADDED <input type="checkbox"/> REPLACED <input type="checkbox"/> USE
RANGE	range		
HOT. W.H.	H.W.T.		
DRYER	dryer		
DISHWASHER	dishwasher		
NO. Htg. UNITS			
FURNACE TYPE	gas		
TYPE OF SERVICE			
NO. OF OUTLETS			
TEMP. SERVICE			
TEMP. TO PERM.	to perm.		
SIGNS			
POLES			
MOTORS # OF H.P.			
SERVICE VOLTS			
AMPS			

PERMIT FOR ELECTRICAL INSTALLATION

ALL ELECTRICAL WORK MUST BE DONE BY AN ELECTRICIAN HOLDING A MAPLE RIDGE LICENCE FOR THE CURRENT PERIOD, ISSUED BY THE LICENCE DEPARTMENT, AND A CERTIFICATE OF COMPETENCY EXCEPT IN THE CASE OF AN OWNER WHO PERSONALLY DOES THE WORK.

IN CONSIDERATION OF THE GRANTING OF THE PERMIT APPLIED FOR, I AGREE TO CONFORM TO ALL REQUIREMENTS OF THE ELECTRICAL BYLAWS AND STATUTES IN FORCE IN THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE AND THE CANADIAN ELECTRICAL CODE, AND TO INDEMNIFY AND RELEASE THE CORPORATION FROM ALL CLAIMS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES OF WHATSOEVER KIND WHICH MAY ACCRUE AGAINST THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE IN CONSEQUENCE OF, AND INCIDENTAL TO THE GRANTING OF THIS PERMIT, IF ISSUED.

ISSUER Jnk

COLLECTOR

FEE \$64.75

SIGNATURE OF APPLICANT

THIS RECEIPT IS VALID ONLY WHEN STAMPED PAID BY CASHIER'S REGISTER

SELLER'S DISCLOSURE OF MATERIAL LATENT DEFECTS

ADDRESS: 23570 124 Ave Maple Ridge, BC V2X 4K4 (the "Property")
 FROM: Catherine Lisa Hiebert (Executor) (the "Seller")
 DESIGNATED AGENT(S): Douglas, Bonnie & David Mitten
 NAME OF BROKERAGE: Performance Power Play Realty

Section 59(2) of the Real Estate Services Rules (the "Rules") requires that a licensee who is providing trading services to a client who is disposing of real estate must disclose to all other parties to the trade, promptly but in any case before an agreement for the acquisition or disposition of the real estate is entered into, any Material Latent Defect in the real estate that is known to the licensee, unless the other parties have already received written disclosure of such Material Latent Defect from such client.

Section 59(3) of the Rules requires that if a client instructs a licensee to withhold disclosure required by section 59(2) of the Rules, the licensee must refuse to provide further trading services to or on behalf of that client in respect of the trade in real estate.

For the purpose of the Rules and this Form, a "Material Latent Defect" is defined as:

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, or*
 - (iii) *unfit for the purpose for which a party is acquiring it, if*
 - (A) *the party has made this purpose known to the licensee, or*
 - (B) *the licensee has otherwise become aware of this purpose;*
- (b) *a defect that would involve great expense to remedy;*
- (c) *a circumstance that affects the real estate in respect of which a local government or other local authority has given a notice to the client or the licensee, indicating that the circumstance must or should be remedied;*
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As of the date hereof, the Seller (select one by initialing in the appropriate box):

☐

does not know of any Material Latent Defect(s) in respect of the Property; or

☒

knows of the following Material Latent Defect(s) in respect of the Property:

As far as the Seller is aware the large house on the property was built without permits and did not have the necessary inspections required.

USE ADDITIONAL PAGE(S) IF NECESSARY.

By signing this Form, the Seller hereby authorizes and instructs their Designated Agent(s) to disclose the Material Latent Defects described in this Form, if any, by delivering or making this this Form available to any other party or potential party to the trade of the Property before an agreement for the acquisition of the Property is entered into.

X Catherine Lisa Hiebert
 SELLER'S SIGNATURE Catherine Lisa Hiebert

X _____
 SELLER'S SIGNATURE

October 7, 2022

DATE

RECEIPT ACKNOWLEDGED BY THE BUYER:

X _____
 BUYER'S SIGNATURE

X _____
 BUYER'S SIGNATURE

DATE

*PREC represents Personal Real Estate Corporation

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