

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION: Control Number:
Plan Number:
This original plan number assignment was done under Commission #: LTO Document Reference:

3. CERTIFICATION: Form 9 Explanatory Plan Form 9A

The field survey was completed on: (YYYY/Month/DD) The checklist was filed under ECR#:
The plan was completed and checked on: (YYYY/Month/DD)
I am a British Columbia land surveyor and certify that
this plan was completed and checked on: (YYYY/Month/DD)
that the checklist was filed under ECR#:
and that the plan is correct in accordance with Land Title Office records.

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of (YYYY/Month/DD) None Strata Form S

None Strata Form U1 Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan
Certification Date: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify:

1. That the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan subject to clause 2 of this endorsement
2. That certain parts of the buildings are not within the external boundaries but appropriate and necessary easements of other interests are registered as set out in section 244 (1)(f) of the Strata Property Act.

Registered Charge Number(s):

Certification Date: (YYYY/Month/DD)

Arterial Highway I am a British Columbia land surveyor and certify that I am authorized by the Minister of Transportation and Infrastructure under section 44.1 of the Transportation Act to show certain lands identified on this plan dedicated as Arterial Highway.

Remainder Parcel (Airspace) I am a British Columbia Land Surveyor and certify that no portion of the parcels or dedications created on this plan overlap vertically, that is, lie above or below any portion of the Air Space parcels on Air Space Plan

4. ALTERATION: LTO Document Reference:

This is an alteration to a previous version of this plan identified by control number:

DESCRIPTION OF ALTERATION: SEE SCHEDULE

REFERENCE PLAN OF EASEMENT OVER PART OF LOT 4, SECTIONS 17 AND 18, TOWNSHIP 40, AND DISTRICT LOT 8248, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN EPP116738

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
CITY OF COQUITLAM
BCGS 92G.027



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT
(C SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 14, COQUITLAM NAD83 (CSRS) 4.0.0.BC.1.MVRD

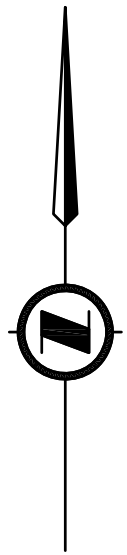
GRID BEARINGS ARE DERIVED FROM RTK DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

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

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995850. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 124.58 METRES.

GNSS CONTROL STATION (P_{Rock} 6005)
DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD
UTM ZONE: 10
UTM NORTHING: 5460687.551 m
UTM EASTING: 519313.476 m
ESTIMATED ABSOLUTE ACCURACY: 0.04 m

GNSS CONTROL STATION (P_{Con} 4388)
DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD
UTM ZONE: 10
UTM NORTHING: 5460417.980 m
UTM EASTING: 519184.574 m
ESTIMATED ABSOLUTE ACCURACY: 0.03 m



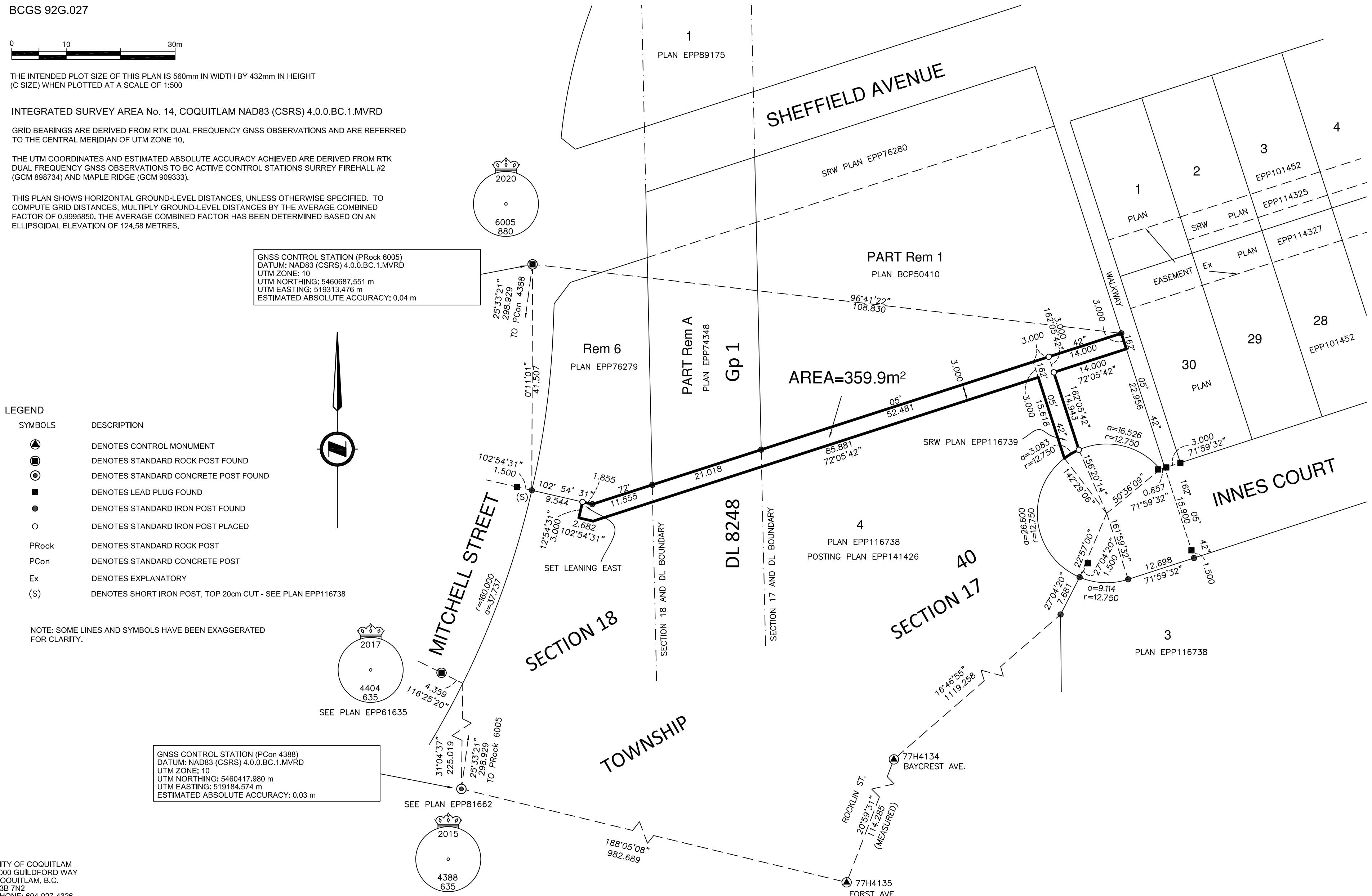
SYMBOLS	DESCRIPTION
	DENOTES CONTROL MONUMENT
	DENOTES STANDARD ROCK POST FOUND
	DENOTES STANDARD CONCRETE POST FOUND
	DENOTES LEAD PLUG FOUND
	DENOTES STANDARD IRON POST FOUND
	DENOTES STANDARD IRON POST PLACED
P _{Rock}	DENOTES STANDARD ROCK POST
P _{Con}	DENOTES STANDARD CONCRETE POST
Ex	DENOTES EXPLANATORY
(S)	DENOTES SHORT IRON POST, TOP 20cm CUT - SEE PLAN EPP116738

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

CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM, B.C.
V3B 7N2
PHONE: 604-927-4326
efreeman@coquitlam.ca
FILE:25Innes02213032le1

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 25th DAY OF FEBRUARY, 2025
EMILY D. FREEMAN, BCLS 868



**APPLICATION TO DEPOSIT PLAN
AT LAND TITLE OFFICE
PROVINCE OF BRITISH COLUMBIA**

PAGE OF 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 (the "Act"), and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the Act,
- (b) if this application requires an execution copy, that you are a designate authorized to certify this application under section 168.4 of the Act, that you certify this application under section 168.42(4) of the Act, and that an execution copy or a true copy of that execution copy is in your possession, and
- (c) If this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the Act, that you certify this application under section 168.43(3) of the Act, and that a supporting document or a true copy of that supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

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

Deduct LTSA Fees? Yes

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

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE	PLAN NUMBER	CONTROL NUMBER	NUMBER OF NEW LOTS CREATED
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4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

5. ADDITIONAL INFORMATION:



1. Application

Document Fees: \$162.54

City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2
604-927-3000

PROJ 22-049

2. Description of Land

PID/Plan Number	Legal Description
028-843-991	LOT 1 SECTION 17 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN BCP50410 EXCEPT PLAN EPP76278, EPP76279 AND EPP116738
030-334-233	LOT A DISTRICT LOT 8248 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP74348 EXCEPT PLANS EPP76279, EPP103755 AND EPP116738
030-520-401	LOT 6 SECTION 18 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN EPP76279 EXCEPT PLAN EPP116738
031-869-173	LOT 4 SECTIONS 17 AND 18 TOWNSHIP 40 DISTRICT LOT 8248 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116738

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		<p>Servient Tenement:</p> <p>PID: 031-869-173 Lot 4 Sections 17 and 18 Township 40 District Lot 8248 Group 1 New Westminister District Plan EPP116738</p> <p>as to that portion shown outlined on Plan EPP144312</p> <p>Dominant Tenements:</p> <p>PID: 028-843-991 Lot 1 Section 17 Township 40 New Westminister District Plan BCP50410 Except Plan EPP76278, EPP76279 and EPP116738;</p> <p>PID: 030-334-233 Lot A District Lot 8248 Group 1 New Westminister District Plan EPP74348 Except Plans EPP76279, EPP103755 and EPP116738; and</p> <p>PID: 030-520-401 Lot 6 Section 18 Township 40 New Westminister District Plan EPP76279 Except Plan EPP116738</p>
COVENANT		Section 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 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 / Transferee / Party Signature(s)

Cornelius Suen
Barrister & Solicitor
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

YYYY-MM-DD
2025-03-06

CITY OF COQUITLAM
as Transferor and Transferee
By their Authorized Signatory

Neil Jennings

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.



Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Jennifer Mills
Commissioner for Taking Affidavits
for British Columbia
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7H2

YYYY-MM-DD

2025-03-05

CITY OF COQUITLAM
By their Authorized Signatory

Brent Asmundson, Acting Mayor

Kerri Wells, Corporate Officer

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.

Cornelius David
Suen 5X269T

Digitally signed by
Cornelius David Suen
5X269T
Date: 2025-03-06
10:42:31 -08:00

TERMS OF INSTRUMENT - PART 2

EASEMENT AND SECTION 219 COVENANT (ACCESS AND WORKS EASEMENT)

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.

AMONG:

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

(in its capacity as the owner of the Dominant Tenement, the "**Grantee**")

AND:

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

(in its capacity as the owner of the Servient Tenement, the "**Grantor**" and together with the Grantee, the "**Owners**" and each an "**Owner**")

AND:

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

(in its capacity as municipal regulatory, the "**City**")

WHEREAS:

- A. The Grantee is the registered owner in fee simple of certain lands and, if applicable, premises, legally described as:

PID: 028-843-991

Lot 1 Section 17 Township 40 New Westminster District Plan BCP50410
Except Plan EPP76278, EPP76279 and EPP116738

and

PID: 030-334-233

Lot A District Lot 8248 Group 1 New Westminster District Plan
EPP74348 Except Plans EPP76279, EPP103755 And EPP116738

and

PID: 030-520-401

Lot 6 Section 18 Township 40 New Westminster District Plan EPP76279
Except Plan EPP116738

(collectively, the "**Dominant Tenement**");

- B. The Grantor is the registered owner in fee simple of certain lands and, if applicable, premises, legally described as:

PID: 031-869-173

Lot 4 Sections 17 and 18 Township 40 District Lot 8248 Group 1 New
Westminster District Plan EPP116738

(the "**Servient Tenement**" and together with the Dominant Tenement,
each a "**Parcel**" and collectively the "**Parcels**"); and

- C. The Grantor has agreed to grant to the Grantee an easement over those portions of the Servient Tenement shown dark outlined (collectively, the "**Easement Area**") on an Explanatory Plan of Easement filed under Plan EPP144312, a reduced copy of which is attached hereto as Schedule A for the purposes described herein;
- D. The Grantor and the Grantee have agreed to enter into this Agreement;
- E. The City wishes to become a party to this Agreement to ensure that the use of the Parcels is otherwise restricted in accordance with the terms and conditions contained herein so that the rights and easements hereby created continue to enure to the benefit of the Grantee and the Dominant Tenement;
- F. Section 219 of the Land Title Act, R.S.B.C. 1996, c.250 and amendments thereto (the "**Land Title Act**") states that a covenant in favour of a municipality may be registered as a charge against the title to the land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by a municipality; and
- G. The Owners have agreed to grant the City the within covenant pursuant to Section 219 of the *Land Title Act*.

THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants contained herein and \$1.00 now paid by the Grantee to the Grantor and by the City to each Owner and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Interpretation

In this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the headings herein are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof;
- (b) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (c) a reference to an entity includes any successor to that entity;
- (d) words importing the masculine gender include the feminine or neuter, words in the singular include plural, words importing a corporate entity include individuals, and vice versa;
- (e) a reference to “approval”, “authorization” or “consent” means written approval, authorization or consent; and
- (f) the following words have the following meanings:
 - (i) **“Construct”** or **“Construction”** or any variation of those words when used with respect to the Works means, collectively, alter, construct, demolish, enlarge, erect, extend, install, place, upgrade, reconstruct, replace, repair, remove or renew the Works, or any portion thereof, and all activities or other work incidental or related thereto;
 - (ii) **“Inspect”** or **“Inspection”** or any variation of those words when used with respect to the Works means, collectively, inspect, test or examine the Works or any portion thereof from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to the Works or any portion thereof or the Dominant Tenement, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of the Works or any portion thereof;

- (iii) **“Maintain”** or **“Maintenance”** or any variation of those words when used with respect to the Works means, collectively, keep the Works or any portion thereof in a good state of repair, normal wear and tear excepted, and in a clean and safe condition;
- (iv) **“Repair”** when used with respect to the Works means remedy any defect and to repair any damage to the Works or any portion thereof; and
- (v) **“Works”** means, collectively, the integrated retaining wall or part thereof located on the Dominant Tenement, and all supportive structures and systems relating to the retaining wall, including without limitation, the drainage system, and all ancillary works in connection therewith.

2. **Grant of Easement**

Premise of Grant of Easement. The easement granted by the Grantor to the Grantee pursuant to this Section 2 is predicated and conditional on the Grantee and its respective successor in title to the Dominant Tenement assuming, as continuing obligations, all the positive covenants set forth herein. The continuing use of the aforesaid easement is completely conditional on the Grantee’s continuing performance of a positive obligation to comply with all positive covenants set forth herein and the performance of such positive covenants is fundamental to the grant of this easement. The use by the Grantee of the easement granted by the Grantor to the Grantee pursuant to this Section 2 will be irrefutable evidence of the Grantee’s agreement to assume the positive covenants on its part to be observed and performed herein.

- (a) **Grant of Easement.** Provided and only for so long as the successors in title to the Dominant Tenement observe and perform all conditions and covenants, including all positive covenants to be observed and performed by the Grantee, the Grantor hereby gives and grants to the Grantee, its respective servants, agents, employees, lessees, licensees, customers, contractors and subcontractors, and those who contract with the aforesaid, an easement in common with the Grantor and its servants, agents, employees, lessees, licensees, customers, contractors and subcontractors and those who contract with the aforesaid, the non-exclusive, full, free and unrestricted right and liberty:
 - (i) to enter under or on, go across, pass over, return over and repass the Easement Area with or without vehicles, equipment, machinery, tools and construction materials, or on foot at all times by day and

night, at their will and pleasure as the Grantee may reasonably require to access the Dominant Tenement and the Works, and to Construct, Inspect, Repair and Maintain the Works as the Grantee may deem necessary and expedient;

- (ii) to enter and remain on the Easement Area with or without vehicles, equipment, machinery or on foot at all times by day and night, as reasonably necessary, during any period of Construction, Inspection, Repair and Maintenance of the Works; and
- (iii) to generally do all acts necessary or incidental to or in connection with the foregoing,

subject always to the conditions, limitations and reservations herein contained.

3. Grantee Covenants and Agreements

The Grantee, in its capacity as the grantee of the easement contemplated in Section 2, covenants and agrees with the Grantor, in its capacity as grantor of such easement, that it will:

- (a) not do or knowingly permit to be done any act or thing which will interfere with the Grantor's use of the Servient Tenement (including the Grantor's use of the Easement Area) or injure the Servient Tenement;
- (b) in exercising its rights hereunder, do so in strict compliance in every respect with all applicable laws and regulations in force from time to time and in a manner to cause no unnecessary damage or disturbance to the Servient Tenement or the Grantor's use of the Servient Tenement;
- (c) not use the Servient Tenement for any purpose other than those herein specifically set out;
- (d) not bury debris or rubbish in excavations or backfill within the Servient Tenement;
- (e) repair any damage it causes to any improvements on the Servient Tenement and rake up any rubbish or construction debris in order to leave the Servient Tenement in a reasonably neat and clean condition; and
- (f) exercise its rights pursuant to Section 2 at such times of the day and night as are reasonable given the nature of the development on the Servient Tenement.

4. Grantor Covenants and Agreements

The Grantor, in its capacity as the grantor of the easement contemplated in Section 2, covenants and agrees with the Grantee, in its capacity as grantee of such easement, that it will not do or permit to be done any act or thing within its control which will interfere with the exercise by the Grantee of the rights granted to them hereunder. Without limiting the generality of the foregoing and subject to Section 5, the Grantor will not build, erect or install any structures or other improvements within the Easement Area.

5. Reservations

There is hereby reserved to the Grantor, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time to Construct the following improvements within the Easement Area:

- (a) trees, shrubs, bushes and other like vegetation;
- (b) landscaping;
- (c) fencing; and
- (d) pedestrian pathways,

provided such improvements do not interfere with the Grantee's use of the Easement Area in accordance with the terms and conditions contained herein.

6. Limitation

The easement granted by the Grantor to the Grantee pursuant to Section 2 is predicated and conditional on the Grantee and its respective successor in title to the Dominant Tenement providing the Grantor with 48 hours' prior notice in writing with respect to each and every instance when the Grantee wishes to exercise its rights under this Agreement (except in the case of emergency, when no such notice will be required).

7. Term

The term of this Agreement will not expire.

8. Indemnity

Subject to this Agreement, the Grantee, in its capacity as grantee of the easement contemplated in Section 2, covenants and agrees with the Grantor, in its capacity as grantor of such easement, to indemnify and hold harmless the Grantor from and

against any and all claims, demands, awards, actions, proceedings, damages, losses, costs and expenses which the Grantor may at any time incur or suffer as a result of:

- (a) any injury to persons (including environmental and other injuries resulting in death) or loss of, or damage to, property of the Grantor or others which may be or alleged to be caused by or suffered as a result of the use, occupancy, enjoyment or possession of the Servient Tenement hereunder by the Grantee; and
- (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of the Servient Tenement arising from the use, occupancy, enjoyment or possession of the Servient Tenement by the Grantee.

9. Land Interests

- (a) The covenants contained in this Agreement (other than the covenants set out in Section 10) will be covenants running with the Parcels.
- (b) No part of the fee of the soil of the Servient Tenement will pass to or be vested in the Grantee.
- (c) No party to this Agreement, nor any party deriving any title through or from such party, will be liable for any breach of any provisions of this Agreement if such breach occurs after the party has ceased to be an owner or occupier of its respective Parcel.
- (d) Nothing in this Agreement will prevent an Owner from using its Parcel in a manner which does not interfere with the exercise by the other Owner of its rights under this Agreement.

10. Section 219 Covenant

Each Owner hereby covenants, promises and agrees with the City (it being the intention of the parties hereto that the covenant herein contained will be annexed to each of the Parcels):

- (a) that the Owner will not use or allow to be used its Parcel for any purpose that would detract from or interfere with the use of the Parcel for the purposes provided in this Agreement;
- (b) that this Agreement will not be modified, terminated or discharged without the prior written consent of the City;

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

- (d) 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 to, whether directly or indirectly, arising from any of or in any way related to, or that would not or could not be sustained "but for", any of the following:
 - (i) the granting or existence of this Agreement including:
 - A. the easement granted hereunder;

- B. the loss or abridgement of the easement granted hereunder;
and
 - C. the exercise of the easement granted hereunder;
- (ii) any release of this Agreement or the loss of any of the rights granted hereunder;
 - (iii) from the performance by the Owner of the terms of this Agreement;
 - (iv) any personal injury, damage or death occurring in or on a Parcel;
 - (v) 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; and
 - (vi) a claim made against the City or City Personnel, notwithstanding Section 10(e);
- (e) that 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 agreements 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 each 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;
 - (f) notwithstanding anything contained herein, each Owner covenants and agrees that this Section 10(f) and Sections 10(c), 10(d) and 10(e) hereof shall survive termination or release of this Agreement;
 - (g) that the City may register this Section 219 Covenant against the Owner's title to the Owner's Parcel 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 and each 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;

- (h) that the covenants set forth herein shall be a covenant the burden of which shall run with each Owner's Parcel and bind the successors in title to such Parcel, that this Agreement burdens and charges all of the Parcels and any parcel into which it is subdivided by any means and any parcel into which the Parcels are consolidated and that the benefit of all covenants made by the Owners in this Section 219 Covenant shall accrue solely to the City;
- (i) that the City is not required or is under no obligation in law or in equity to prosecute or enforce this Agreement in any way whatsoever;
- (j) that it will comply with all of its obligations, covenants and promises under this Agreement, including those obligations, covenants and promises made to an Owner under this Agreement.
- (k) the easement granted hereby shall not be suspended or terminated by reason of any breach or default on the part of any of the Owners, except with the written consent of the City;
- (l) 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 Parcels as if this Agreement had not been executed and delivered by the Owners; and
- (m) the provisions of this Section 10 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 10 are not designed to protect or promote the interest of any Owner or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever.

11. Notice

- (a) Every notice, request, demand or direction (each, for the purposes of this Section 11, a "**Notice**") to be given pursuant to this Agreement by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any

government post office in British Columbia or by facsimile or other similar form of written communication as follows:

- (i) to an Owner at the address of such Owner, or its successor in title, as set forth in the Certificate of Title for that Owner's Parcel; and
 - (ii) to the City at its address as set out on page one or to such other address in British Columbia as is specified by the City by notice to the other parties.
- (b) Any Notice delivered or sent in accordance with Section 11(a) will be deemed to have been given and received:
- (i) if delivered, on the day of delivery;
 - (ii) if mailed, on the earlier of the day of receipt and the 4th business day after the day of mailing; or
 - (iii) if sent by facsimile or other similar form of written communication, on the first business day following the day of transmittal.
- (c) If a Notice is sent or proposed to be sent by mail and mail service between the point of mailing and the destination is interrupted by strike, slowdown, force majeure or other cause before the time of mailing or if mailed, prior to receipt pursuant to Section 11(b), the Notice will not be deemed to be received until actually received, and the party sending the Notice will use another service which has not been so interrupted or will deliver the Notice in order to ensure prompt receipt.

12. Severability

If any provision of this Agreement is at any time found to be unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

13. Waiver

No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section 13;
- (b) be relied upon as a consent to or waiver of any other breach or default of the same or any other obligation;
- (c) constitute a general waiver under this Agreement; or
- (d) eliminate or modify the need for a specific consent or waiver pursuant to this Section 13 in any other or subsequent instance.

14. Amendments

This Agreement may not be amended except in writing signed by all of the parties.

15. Governing Law

This Agreement is and will be deemed to have been made in British Columbia, and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the rights and remedies of the parties will be determined in accordance with those laws.

16. Binding Effect

This Agreement will enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties, as applicable.

17. Time of Essence

Time is of the essence in the performance of each obligation under this Agreement.

18. Further Assurances

Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements and other documents and do such further acts and things as any other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

19. Joint and Several

If an Owner consists of more than one individual, person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several.

20. Entire Agreement

This Agreement constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this Agreement.

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

SCHEDULE A

Plan EPP144312

(see attached)

