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PROJECT & 7884-114

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THIS INDENTURE MADE THE

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DAY OF Hay

BETWEEN:

JOHN BLATTER, AND VERENA BLATTER, Joint Tenants

BUCKLEY, GRAHAM & KIM INVESTMENTS LID., 4118 - 200th Street, Langley, British Columbia. V3A 1K9

WHEREAS Buckley, Graham & Kim Investments Ltd. one of the Grantors above is in fact a Right-to-Purchase under filling number X143234 and has joined in this conveyance for the purpose of granting the hereinafter mentioned Statutory Right-of-Way.

000 961 892

(hereinafter called "The Grantor")

OF THE FIRST PART

: CNA

THE CORPORATION OF THE DISTRICT OF SURREY, having its Municipal Offices in the Municipality of Surrey in the Province of British Columbia.

(hereinafter called "The Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee of those certain parcels or tracts of land and premises, situate, lying and being in the Municipality of Surrey in the Province of British Columbia and being more particularly known and described as:

Lot Five (5), Section Nineteen (19), Township Seven (7), New Westminster District, Plan 23105.

Form (Section 30)
MEMORATION OF RESISTANTION
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AND WHEREAS to facilitate the installation of

storm sever and watermain works the Grantor has agreed to permit the construction by the Grantee of the aforementioned works on the said lands, and to grant for that purpose the statutory right-of-way hereinafter mentioned which is necessary for the operation

and maintenance of the Grantees undertaking.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and for other valuable consideration the Grantor, for himself, his heirs, executors, administrators and assigns DOTH GRANT unto the Grantee a statutory right-of-way and the full, free and unrestricted right and liberty to construct and maintain the aforementioned works in, over and upon all and singular. that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Surrey in the Province of British Columbia and more particularly known and described as:

> Those portions of Lot Five (5), Section Nineteen (19), Township Seven (7), New Westminster District, Plan 23105 shown as Statutory Right-of-Way as outlined on Statutory Right-of-Way Plan 69366 containing 203.9 square metres for the purpose of watermain AND 46.63 square metres for the purpose of storm sever.

AND for the purposes aforesaid to enter upon and have free and uninterrupted access at all times to the said statutory right-of-way, with or without workmen, vehicles and equipment.

AND to enter upon and have free and uninterrupted access for the purpose of repairing, cleaning and otherwise servicing the aforementioned works, placed by the Grantee upon the said lands.

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- 3 -

AND it is mutually understood and agreed by and between the parties hereto that this Indenture shall be construed as a covenant running with the land;

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever;

THE GRANTOR hereby agrees that for the purposes of installing the works initially, the Grantee may enter upon an additional nil metres of the Grantor's property adjacent to the statutory right-of-way.

THE GRANTOR HEREBY COVENANTS and agrees with the Grantee that the Grantor will not erect, place or maintain any building or structure on any portion of the statutory right-of-way except for asphalt paving over the statutory right-of-way for access and parking of vehicles.

AND that the Grantor will not do or knowingly permit to be done any act or thing which will interfere with or injure the said works and in particular will not carry out blasting on or adjacent to the statutory right-of-way, without the consent in writing of the Granton provided that such consent shall not be unreasonably withheld;

AND that the Grantor will not diminish the soil cover over any pipe installed in the statutory right-of-way without the consent in writing of the Grantee provided that such consent shall not be unreasonably withheld;

AND THE GRANTOR covenants and agrees with the Grantee that any and all chattels and fixtures installed by the Grantee on the said statutory right-of-way shall be and shall remain chattels, any rule at law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee.

THE GRANTEE HEREBY COVENANTS and agrees with the Grantor that the Grantee:

- (a) will not bury debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds;
- (b) will thoroughly clean the site, raking up all rubbish and construction debris and leave the site in a neat and clean condition:

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(c) will, as soon as weather and soil conditions permits, and insofar as it is practicable so to do, bury, maintain, repair and/or replace and remove all underground works so as not to interfere unduly with the drainage of the land;

RCVD: 1985-05-17 PRNT: 2008-06-02-11.27.30.976080

- (d) will, as far as reasonably necessary, carry out the constructon, maintenance, repair and/or replacement and renewal of the said works in a proper and workmanlike manner so as to do as little injury as possible;
- (e) will, repair any damage to the statutory right-of-way occasioned by its use of the statutory right-of-way.

IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the statutory right-of-way and with respect only to that portion of the statutory right-of-way of which the Grantor shall be seised or which he shall have an interest, but that the land shall nevertheless, be and remain at all times charged therewith;

AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Grantor from using the statutory right-of-way in any manner which does not interfere with the security of efficient functioning of or unobstructed access to the said works.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED BY)
(Se))
Name JAMES G. STEWART)
Address Surrey, B.C. Van 8P7 TELEPHONE: 588-5344)
Occupation (as to Moth signatures) of John Blatter only	- <u>;</u>
J. & Murelie)
J. EDWARD MURCHISON	į
AS TO STATE 188 Solletter 15 0)	,
A LE RETUR PROTER PROTER C GRUCY)

John Blake

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Name Address Decupation SIGNED, SEALED AND DELIVERED BY in the presence of:	authorized officers: withorized signatory) withorized signatory)
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in the presence of:	
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IN WITNESS WHEREOF the Corporate seal of THE CORPORATION OF THE DISTRICT OF SURREY is hereunto affixed in the presence of its duly authorized Officers:

Mayor.

What !

Authorized Signatory.

RCVD:1985-05-17 PRNT: 2008-06-02-11.27.30.976080

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	(Sections 43 (a) and 44 (a))			
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961.892 x 79904 FORM 17 Y 79905 FRASER VALLEY TITLE

Nature of Interest: Charge

SEARCH LTD.

185 MAY 22 P2:28

NATURE OF CHARGE:

Easement and Restrictive Covenant Section 215 L, T. A.

TRUE VALUE:

NOMINAL

HEREWITH FEES: \$20.00

LAND INVOLVED: Lots 1 to 5 inclusive of Lot 5 Section 19 Tp. 7 NWD Plan 696/2

APPLICANT:

J. ANTHONY MCEWEN Unerister & Solicitor 4118 - 200th Screet Langley, N.C. V3A 1K9 533-4877

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THIS AGREEMENT made the 16 day of May, 1985.

BETWEEN:

JOHN BLATTEH, and VERENA HEATTER, both of 17316 - 32nd Avenue, Surrey,

British Columbia, "JOINT TENANTS" : CMA BUCKLEY, CHAHAM & KIM INVESTMENTS LTD., a company duly incorporated under the laws of the Province of British Columbia, with a registered office at 4118 - 200th Street,

Langley, British Columbia. (Incorporation #284994) (hereinafter collectively called the "Grantors")

OF THE FIRST PART

AND:

THE SEVERAL PERSONS, being the registered owners from time to time of the dominant lots as hereinafter defined.

(hereinafter dalted the "Grantee")

OF THE SECOND PART

AMD:

THE CORPORATION OF THE DISTRICT OF SURREY, A District Municipality under the "Municipal Act, of the Province of British Columbia, and having its Municipal Offices at 14245 -56th Avenue, in the Municipality of Surrey, in the Province of British Columbia. (hereinafter called the "Municipality")

OF THE THIRD PART

WHENERAS:

The Granters are respectively the registered 1. owners and the holders of a Right to Purchase those lands and promises in the Municipality of Surrey, in the Province of British Columbia, known and described as:

> Lots 1 to 5 inclusive of Lot Five (5), Section Minatoen (19) Township Seven (7), New Westminster District 11 an 6-10/1.

(herein called the "lands")

- 2. By the provisions of Section 215 of the Land Title Act R.S.B.C. 1979 Chapter 219, there may be registered as annexed to any fund, conditions or coverants in Favour of the Municipality that the land, or any specified portion thereof. is not to be built upon or is not to be used in a particular manner.
- ፕ. A storm drainings system has been or will be constructed and installed on portions of the lands

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and for the purpose of such installation and construction and for the further purpose of maintaining and inspecting the storm drainage system. the parties have agreed to the easement as hereinafter defined.

- It is the intention of the parties that the Grantors shall construct the storm drainage system and related facilities upon or through that portion of Lot 2 of Lot 5, Section 19, Township 7, New Westmandton District Flan <u>696/2</u> (the "Servient Tenement") shown outlined in black on an Explanatory Plan of Easement prepared by C.A. Fol and dated May 22, 1985 and filed concurrently herowith under number 69613 comprising an area of 3522 square metres (the "Rasement Area"), and upon completion of construction of the said storm drainage system the Grantee shall maintain the same as horeinafter provided.
- The natural flow of storm water runoff is downhill 5. over the land and will enter the storm drainage Lystem 'ocated in the Masoment Area of the lands.

NOW THEREFORE in consideration of the promises herein and of the mutual covenants and agreements hereinafter set forth and contained herein the parties agree as Collows:

- 1 -The Grantons coverable and agree that it shall construct or cause to be constructed the storm drainage system in accordance with plans accepted by the Municipality and upon or through the Masoment Area.
- 2. The Grantors as the owners of the Servical Tenement do hereby grant in favour of Lots 1 and 5 of Not 5. Section 19. Township 7, New Westminster District Plan Lafforfic (the "Dominant Temperate")

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the full, free and unrestricted right and liberty to construct, maintain, repair, replace or renew any or all of the said works in, over and upon those portions of the Sarvient Tenement contained within the Easement Area.

- All covenants of the Grantors hereunder and any and all rights, duties or responsibilities of the Grantors as specified herein shall be and be deemed to be granted in respect to the Servient Tenement bot in favour of or in respect of the Grantee as Dominunt Tenement owner of each of the Dominant Tenement Lots related to the Servient Tenement bot as specified aforesoid.
- The Grantors covenant, agree and grant unto the Grantees, their pervants, agents, tenants, invitees, and licensees, the full from and uninterrupted right, license, liberty, easement, privilege and permission at all times to allow storm drainage waters to flow through the storm drainage mystem installed by the Grantons on over or under the takement Area.
- The Grantons for purposes aforesaid grant to each 5. of the Grantees as Dominant Tonoment owners: The right to onter upon and have full and uninterrupled access at all times over, through and under the said Resement Area with or without workmen. vehicles, and equipment, for the purpose of repairing, alcaning and otherwise servicing the aforementioned storm drainage system, and for grading the surface of the Eusement Area to permit proper draining of surface waters into the storm draininge system.

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- The Grantors covenant with the Grantee and the Municipality.
- (a) That no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, pluced, erected or maintained on any portion of the Easement Area and that no growth, except lawn grass, shall be planted upon the Easement Area.
- (b) That no residence shall be made, placed, erected or maintained within one meter of the Easement Area as becombefore described.
- (d) That the Grantors shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the said storm drainage system.
- (d) That, except for those areas on which buildings are to be constructed, or drainage swales are to be installed as part of the lot grading as accepted by the Municipality, the natural flow of the storm water runoif over the lands, and from one lot to another, shall not be impeded or redirected.
- (e) That the Grantors shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area.
- (1) That the Grantor will not diminish the soil cover over any portion of the Rasemont Area.
- The Grantors will, as far as reasonably necessary, carry out or cause to be carried out the maint—counce, repair, cleaning, renewal replacement and/or otherwise servicing of the said storm drain—age system located on or under the Pasement Area in a proper and workmanlike manner and in order to effect such maintenance and repairs the Grant—ces each agree with the other to be responsible for an equal per cent of the cost of such maintenance and repairs.

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- To repair any damage to the Easement Area occas-(h) joined by its use of the easement.
- 7. The Grantors and Grantee hereby covenant and agree each with the other to have harmless and indemnity the other from any breach or default of any covenant hereunder until such time as their respective rights, interests, labercies, duties, obligations, and covenants are assigned, transferred, devalued or otherwise alienated.
- 8. It is mutually understood and agreed by and between the parties hereto that this Agreement and the covenants herein contained shall be construed as running with the land, and shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but shall cease to be bind. ing upon any party when he deases to own any portion of the Dominant or Servient Tenements.

COVENANTS IN FAVOUR OF THE MUNICIPALITY PURSUANT TO SECTION 215 OF THE LAND TITLE ACT, R.S.B.C., 1979 AND AMENDMENTS THERETO.

9. By the provisions of Section 215 of the Land Title Act there may be registered as annexed to any land, condition or covenant in favour of the Manrespality that the land, or any specified portion thereof, is not to be built upon or is to be or not to be used in a particular manner.

> NOW THEOGRAPH, the Grantors for Itself, successors and assigns hereby covenant, process and agree, pursuant to heation 215 of the Land Title Act, H.S.B.C. 1979, Chapter 219. (below the intention of the parties bereko that the coverant herein contained shall be annexed to the land) that the Grantens, will not use any post for of the passement.

A SELECTION OF THE PROPERTY OF

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Trea or allow the said land to be used for any purpose which would detract from or interfere with the function of the hereinbelore described storm drainage system as a conductor for the complete uninterrupted flow of the said storm drainage waters.

Tenement (Where with the Municipality Chart should the Grantors fail to maintain and repair the said storm drainage system then, in such case, the Municipality may and is hereby authorized to do the required maintenance and repair and such maintenance and repair and such maintenance and repair shall be done at the expense of the Grantors, as Servient Tenement owners and the Municipality shall be at liberty to recover the costs thereof in like manner as Municipal taxes, and the Grantors, as Servient Tenement owners and case further covenant and agree that any authorized agent of the Municipality ray enter upon the lands for the purpose of effecting the required main.

It is understood and agreed that nothing herein contained shall be interpreted so as to restrict or prevent the Grantors and Grantee from using the managerit Area in any manner which does not intertere with the security or efficient functioning of or unobstructed access to the said storm

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drainige system.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the day and year first above written.

SICNED, SEALED AND DELIVERED by the Grantor in the prosence of:

> JAMES G. STEWART Barrister & Solicitor #101, 15117 :01st AVENUE SURREY, B.C. VSA BP7

STONED, SEALETEVERRONELIAMENED by the Grantor in the presence of:

J. IDWARD MURCHESTA PA ELITERAL & Sollotor THAN OF VELCHA Surrey, Bress Tires Theme: 574-7431

The Corporate Seal of BUCKLEY, CRAHAM & KIM INVESTMENTS (TD. was hereunto affixed in the

presence of:

John BLATTER

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Conditions of Approval for Fish and Wildlife Management and Department of Fisheries for Development of Properties

The City of Surrey stream classification map is colour coded with three different stream types. The red, and yellow coded streams are considered important as fish habitat and nutrient sources, and have riparian setbacks accordingly. The classification map has not been fully verified by on-site surveys or inspections, and therefore inaccuracies may exist. Development proponents are responsible for ensuring that all watercourses on the property have been accurately classified by a professional biologist prior to the delineation and survey of riparian setback boundaries. The stream colour coding and class descriptions are as follows:

Class A	Red Coded	Inhabited by salmonids year-round, or potentially inhabited year-round with access enhancement
Class A(0)	Dashed Red Coded	Inhabited by salmonids primarily during the overwintering period or potentially inhabited during the overwintering period with access enhancement
Class B	Yellow Coded	Significant food/nutrient value, no fish documented
Class C	Green Coded	Insignificant food/nutrient value, no fish documented

For the different land uses, the setbacks are provided in the table below. It should be noted that the 15m and 30m setback is to be measured from the top of the channel bank. A legal survey of top of bank, confirmed by a fisheries biologist, may be required. Setback/leave areas are to be left in an undisturbed, naturally vegetated state. No dumping of yard wastes, fill material or vegetation removal shall be permitted.

Top of Bank

Type of Land	Red Coded Streams (m)	Yellow Coded Streams (m)	Green Coded Streams
Residential			·
≤ 6.0 units per acre (gross)	15	15	
> 6.0 units per acre (gross)	30	15 30	
Commercial	30	30	All
Commercial Golf Course	15	15	· Developments
Industrial	30	30	No Concerns
Institutional (Public)	30	15	

For further information, please refer to the "Conditions for Fish, Wildlife and Habitat Protection, Ministry of Environment, Lands, and Parks; Department of Fisheries & Oceans Canada for the development of the above properties:" base letter.

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Commercial			All
	30	30	All
Commercial Golf Course			· Developments
Industrial	15	15	.
mustrai	30 .	20	No Concerns
Institutional (Public)		30	
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Commercial Golf Course			· Developments
	15	15	•
Industrial			No Concerns
	30	30	
Institutional (Public)			·
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