

Status: Registered

Doc #: CA7035192

RCVD: RQST: 2022-01-11 12.19.06

FORM_C_V24 (Charge)

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED

LAND TITLE ACT
FORM C (Section 233) CHARGE

Aug-30-2018 11:45:56.001

CA7035190 CA7035192

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 16 PAGES

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

Ravinder Singh
Binpal
PG2EMW
Digitally signed by
Ravinder Singh Binpal
PG2EMW
Date: 2018.08.30 11:32:16
-07'00'

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

Binpal & Associates

Barristers and Solicitors

215 13737 - 72 Avenue

Surrey

BC V3W 2P2

Telephone: 604-543-0588

File Number: 10737-001

Document Fees: \$214.74

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST
-
- SEE SCHEDULE

CHARGE NO.

ADDITIONAL INFORMATION

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

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

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:
-
- N/A

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

Officer Signature(s)

RAJ BINPAL

Barrister & Solicitor

215 - 13737 - 72ND AVE. SURREY,
B.C. V3W 2P2
604-543-0588

Execution Date		
Y	M	D
18	08	30

Transferor(s) Signature(s)

0941745 B.C. LTD. BY ITS
AUTHORIZED SIGNATORY

RAJPAL CHEEMA

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.

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED****PAGE 2 of 16 PAGES**

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

ANDREA RASMUSSEN

Barrister & Solicitor

300 - 15127 - 100TH AVENUE
SURREY, B.C. V3R 0N9

Y	M	D
18	08	24

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.

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FORM_E_V24

**LAND TITLE ACT
FORM E****SCHEDULE**

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

011-617-829**LOT 25 BLOCK 7 SECTION 11 TOWNSHIP 1 NWD PLAN 488**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

002-958-759**LOT 24 BLOCK 7 SECTION 11 TOWNSHIP 1 NWD PLAN 488**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES ☐

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 4 OF 16 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 covenant

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

Page 8 Paragraph 2.1(a)
as to Lot 25 Plan 488
Dominant Lands of PID 002-958-759 Lot 24 Block
7 Section 11 Township 1 NWD Plan 488

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

Page 9 Paragraph 2.1(b)
as to Lot 24 Plan 488
Dominant Lands of PID 011-617-829 Lot 25 Block
7 Section 11 Township 1 NWD Plan 488

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 16 PAGES

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

5. TRANSFEROR(S)

0941745 B.C. LTD. (INC. NO. BC0941745)

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

0941745 B.C. LTD. (INC. NO. BC0941745)
2970 - 168TH STREET SURREY, B.C. V3Z 0A7

RECIPROCAL EASEMENT/SHORING AGREEMENT

THIS AGREEMENT dated for reference as of the ____ day of July, 2018.

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

0941745 B.C. LTD. (Incorporation No. BC0941745, a British Columbia incorporated company have its registered and records office situated at 2970 – 168th Street, Surrey, B.C. V3S 0A7

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

- A. The Grantee is the registered owner in fee simple of Lot 25;
- B. The Grantor is the registered owner in fee simple of Lot 24;
- C. The Grantee proposes to construct, or to cause to be constructed, Project 1 on Lot 25;
- D. The Grantor proposes to construct, or to cause to be constructed, Project 2 on Lot 24;
- E.

The Grantor has agreed to grant to the Grantee certain easements appurtenant to Lot 25 over, under and through Lot 24 for the benefit of Lot 25 for the purposes herein contained;

F.

The Grantee has agreed to grant to the Grantor certain easements appurtenant to Lot 24 over, under and through Lot 25 for the benefit of Lot 24 for the purposes herein contained;

NOW THEREFORE in consideration of the premises, mutual grants and covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

PART 1

DEFINITIONS AND INTERPRETATIONS

Definitions

1.1 For the purposes of this Agreement the following words or phrases shall have the following meanings:

- (a) "Building 1" means that building located on Lot 24 at the time of the execution of this Agreement;
- (b) "Building 2" means that building located on Lot 25 at the time of the execution of this Agreement;
- (c)
- (d) "Business Day" means any day other than Saturday, Sunday and any other day which is a legal holiday in Vancouver, British Columbia;
- (e) "City" means the City of White Rock;
- (f) "Lot 24" means those lands and premises owned by the Grantor and legally described as PID 002-958-759 Lot 24 Block 7 Section 11 Township 1 New Westminster District Plan 488;
- (g) "Lot 25" means those lands and premises owned by the Grantee and legally described as PID 011-617-829 Lot 25 Block 7 Section 11 Township 1 New Westminster District Plan 488;
- (h) "Project 1" means the intended project to be developed on Lot 25 by the Grantee and comprised of a residential home;
- (i) "Project 2" means the intended project to be developed on Lot 24 by the Grantor and comprised of a residential home;
- (j) "Project Engineer" means such professional firm of engineers as is retained by the Grantee or Grantor to supervise the construction of Project 1 and Project 2 and the installation of the Works;
- (k) "Termination Date" with respect to each easement means that date upon which the Grantee and or the Grantor delivers to the Grantor and or the Grantee a copy of the certificate of final inspection issued by the City with respect to either of Project 1 or Project 2 or twenty-four (24) months after issuance of the unconditional building permit for Project 1 or Project 2, whichever is earliest, or December 31, 2038, if work has not been commenced on the Project 1 or Project 2 by that date;
- (l) "Works" means tie-back rods, anchors, plates and underpinnings, concrete facing and other necessary structural supports necessary or desirable for the purposes of shoring up that part of the excavation undertaken on Lot 25 and Lot 24 along the boundary line between Lot 25 and Lot 24 and of underpinning or otherwise supporting Building 1 and Building 2 and other improvements existing on Lot 24 and Lot 25 as at the date of this Agreement and any other improvements on the respective lots as a result of Project 1 and or Project 2..

Severability of Provisions

1.2 If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions shall be deleted herefrom and this Agreement shall thereafter be construed as though such provision or provisions were never herein contained.

Amendments, etc.

1.3 Subject to paragraph 2.4 of this Agreement, no supplement or amendment, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

Headings

1.4 The headings of the Parts or paragraphs herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Part or paragraph thereof and have been inserted for convenience of reference only.

Interpretation

1.5 Wherever the singular number or the masculine or neuter gender is used in this Agreement they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it shall be construed as being the singular, and vice versa, where the context or the parties hereto so require.

Enurement

1.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns and the respective owners of Lot 25 and Lot 24 from time to time.

PART 2EASEMENTS AND LICENCES GRANTED BY THE GRANTOR TO THE
THE GRANTEEGrant of Easements

2.1 (a) The Grantor as owner of Lot 24 does hereby grant, convey and confirm unto the Grantee as the owner of Lot 25, for the benefit of Lot 25 and to be appurtenant to Lot 25 and to bind all of Lot 24, for the use and enjoyment of the Grantee and its servants, agents, licencees, contractors and subcontractors, in common with the Grantor and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time:

(i) to install and leave the Works upon, under and within Lot 24 for the purposes of shoring up that part of the excavation undertaken on Lot 25 along the boundary line between Lot 25 and Lot 24 and of underpinning or otherwise supporting Building 1 and other improvements located on Lot 24 to enable the Grantee to construct Project 1 on Lot 25; and

(ii) to use that part of Lot 24 above grade during the period of construction of Project 1 for the purpose of installing the Works;

to have and to hold such easements as easements appurtenant to Lot 24 until the Termination Date, subject only to the provisos, terms and conditions herein contained.

(b) The Grantee as owner of Lot 25 does hereby grant, convey and confirm unto the Grantor as the owner of Lot 24, for the benefit of Lot 24 and to be appurtenant to Lot 24 and to bind all of Lot 25, for the use and enjoyment of the Grantor and its servants, agents, licencees, contractors and subcontractors, in common with the Grantee and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time:

(i) to install and leave the Works upon, under and within Lot 25 for the purposes of shoring up that part of the excavation undertaken on Lot 24 along the boundary line between Lot 24 and Lot 25 and of underpinning or otherwise supporting Building 2 and other improvements located on Lot 25 to enable the Grantee to construct Project 2 on Lot 24; and

(ii) to use that part of Lot 25 above grade during the period of construction of Project 2 for the purpose of installing the Works;

to have and to hold such easements as easements appurtenant to Lot 25 until the Termination Date, subject only to the provisos, terms and conditions herein contained.

Grant of Licences

2.2 (a) Subject to paragraphs 2.3 and 2.4, the Grantor does hereby grant unto the Grantee, its servants, agents, licencees, contractors and subcontractors the following irrevocable licences:

(i) a licence to enter upon Lot 24 and into any part of Building 1 for the purpose of monitoring and recording as may be reasonably necessary Building 1 and the effect, if any, on Building 1 of the Grantee exercising its rights under this Agreement or of the Grantee constructing Project 1;

(ii) a licence to mark such inconspicuous survey marks on the exterior of Building 1 as may be reasonably required by the Grantee to monitor ongoing movement, if any, of Building 1; and

(iii) a licence to erect such hoarding along the boundary line between Lot 25 and Lot 24 and upon Lot 24 as may be required by the Grantee, acting reasonably, to effectively prevent persons on Lot 25 from being endangered by activities being carried out on Lot 24 or Lot 25 with respect to the construction of Project 1.

(b) Subject to paragraphs 2.3 and 2.4, the Grantee does hereby grant unto the Grantor, its servants, agents, licencees, contractors and subcontractors the following irrevocable licences:

(i) a licence to enter upon Lot 25 and into any part of Building 2 for the purpose of monitoring and recording as may be reasonably necessary Building 2 and the effect, if any, on Building 2 of the Grantor exercising its rights under this Agreement or of the Grantor constructing the Project;

(ii) a licence to mark such inconspicuous survey marks on the exterior of Building 2 as may be reasonably required by the Grantor to monitor ongoing movement, if any, of Building 2; and

(iii) a licence to erect such hoarding along the boundary line between Lot 24 and Lot 25 and upon Lot 25 as may be required by the Grantor, acting reasonably, to effectively prevent persons on Lot 24 from being endangered by activities being carried out on Lot 25 or Lot 24 with respect to the construction of Project 2.

Restrictions on the Exercise of Licences

2.3 (a) When exercising those licences granted to it by the Grantor in paragraph 2.2, the Grantee shall at all times act reasonably and with due consideration for the interests of the Grantor and shall cause as little disturbance to the Grantor or its tenants as is reasonably possible.

(b) When exercising those licences granted to it by the Grantee in paragraph 2.2, the Grantor shall at all times act reasonably and with due consideration for the interests of the Grantee and shall cause as little disturbance to the Grantee or its tenants as is reasonably possible.

Term of Easements and Licences

2.4 (a) The easements granted in paragraph 2.1, the licences granted in paragraph 2.2 and all other rights, liberties, privileges and permissions granted by the Grantor to the Grantee in this Agreement shall terminate upon the Termination Date.

(b) The easements granted in paragraph 2.1, the licences granted in paragraph 2.2 and all other rights, liberties, privileges and permissions granted by the Grantee to the Grantor in this Agreement shall terminate upon the Termination Date.

Discharge of Easements

2.5 (a) As soon as is reasonably possible after the Termination Date but in no event more than 30 days after the Termination Date, the Grantee shall execute and deliver in registrable form to the Grantor a discharge of the easements granted in paragraph 2.1 of this Agreement and charging Lot 24.

(b) As soon as is reasonably possible after the Termination Date but in no event more than 30 days after the Termination Date, the Grantor shall execute and deliver in registrable form to the Grantee a discharge of the easements granted in paragraph 2.1 of this Agreement and charging Lot 25.

PART 3

COVENANTS OF THE GRANTEE

Covenants Regarding the Works

3.1 (a) The Grantee covenants and agrees that:

(i) the plans and specifications for the Works (the "Works Plans") shall be prepared on behalf of the Grantee by the Project Engineer and copies of the Works Plans shall be submitted to the Grantor for its approval, the Grantee and its agents not to be entitled to enter upon Lot 24 and no excavation work nor any other work contemplated by this Agreement to be commenced on Lot 24 by the Grantee or its agents until the Grantor has approved the Works Plans, such approval not to be unreasonably withheld and a written decision regarding such approval to be delivered by the Grantor as soon as is reasonably possible to the Grantee but in no event shall the Grantor take longer than five (5) Business Days after receipt by the Grantor of the Works Plans to deliver its decision, failing delivery of which decision the Grantor shall be deemed to have approved of the Works Plans;

(ii) neither the Grantee nor any of its agents shall deviate in a material way from the Works Plans unless any plans and specifications or other information with respect to any deviation is first

submitted to the Grantor for its approval, such approval not to be unreasonably withheld and the Grantor shall make its best efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Grantee or the Project Engineer but in no event shall the Grantor take longer than two (2) Business Days after delivery of such plans, specifications or other information to the Grantor to reach a decision;

(iii) within thirty (30) days of the completion of the construction and installation of the Works, the Grantee shall cause the Project Engineer to deliver to the Grantor a certificate evidencing the fact that:

- i. the construction and installation of the Works has been completed; and
- ii. the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the foundations or any part of the Building or other improvements located upon Lot 24; and

(iv) upon the written request of the Grantor made not later than thirty (30) days after the receipt by the Grantor of that certificate referred to in subparagraph 3.1(c), the Grantee shall cause the Project Engineer to provide the Grantor with copies of accurate as-built drawings of the Works.

(b) The Grantor covenants and agrees that:

(i) the plans and specifications for the Works (the "Works Plans") shall be prepared on behalf of the Grantor by the Project Engineer and copies of the Works Plans shall be submitted to the Grantee for its approval, the Grantor and its agents not to be entitled to enter upon Lot 25 and no excavation work nor any other work contemplated by this Agreement to be commenced on Lot 25 by the Grantor or its agents until the Grantee has approved the Works Plans, such approval not to be unreasonably withheld and a written decision regarding such approval to be delivered by the Grantee as soon as is reasonably possible to the Grantor but in no event shall the Grantee take longer than five (5) Business Days after receipt by the Grantee of the Works Plans to deliver its decision, failing delivery of which decision the Grantee shall be deemed to have approved of the Works Plans;

(ii) neither the Grantor nor any of its agents shall deviate in a material way from the Works Plans unless any plans and specifications or other information with respect to any deviation is first submitted to the Grantee for its approval, such approval not to be unreasonably withheld and the Grantee shall make its best efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Grantor or the Project Engineer but in no event shall the Grantee take longer than two (2) Business Days after delivery of such plans, specifications or other information to the Grantee to reach a decision;

(iii) within thirty (30) days of the completion of the construction and installation of the Works, the Grantor shall cause the Project Engineer to deliver to the Grantee a certificate evidencing the fact that:

- iii. the construction and installation of the Works has been completed; and
- iv. the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the foundations or any part of Building 2 or other improvements located upon Lot 25; and

(iv) upon the written request of the Grantee made not later than thirty (30) days after the receipt by the Grantee of that certificate referred to in subparagraph 3.1(c), the Grantor shall cause the Project Engineer to provide the Grantee with copies of accurate as-built drawings of the Works.

General Covenants

3.2 The Grantee covenants and agrees that:

- (a) the Grantee and its servants, agents and licensees shall not, without the prior written consent of the Grantor, do anything which might damage, disturb, prejudice or adversely affect the foundations or any other part of Building 1 or any other improvement situated on Lot 24 or which will interfere with or interrupt any utilities or similar services supplied to Lot 24; and
- (b) the rights, licences, liberties, privileges, easements and permissions set forth in paragraphs 2.1 and 2.2 above shall be exercisable only until the Termination Date to the intent that the rights, licences, liberties, privileges, easements and permissions granted herein shall, after the Termination Date, be limited to a right only to leave the Works in Lot 24 without the same constituting a trespass.

The Grantor covenants and agrees that:

- (a) the Grantor and its servants, agents and licensees shall not, without the prior written consent of the Grantee, do anything which might damage, disturb, prejudice or adversely affect the foundations or any other part of Building 2 or any other improvement situated on Lot 25 or which will interfere with or interrupt any utilities or similar services supplied to Lot 25; and
- (b) the rights, licences, liberties, privileges, easements and permissions set forth in paragraphs 2.1 and 2.2 above shall be exercisable only until the Termination Date to the intent that the rights, licences, liberties, privileges, easements and permissions granted herein shall, after the Termination Date, be limited to a right only to leave the Works in Lot 25 without the same constituting a trespass.

Insurance

3.3 (a) The Grantee covenants and agrees that the Grantee has arranged at its sole expense to maintain through its insurance broker a Single Project Group Professional Liability Policy with a limit of \$2,000,000 and Builders' Risk C.O.C. Insurance for the full replacement cost of the Project, and until the Termination Date the Grantee shall at its sole expense maintain such insurance or equivalent insurance and that prior to the Grantee commencing excavation on Lot 24 the Grantee shall provide the Grantor with evidence satisfactory to the Grantor of such insurance and confirmation from the insurer under the insurance policies that none of the insurance policies will be cancelled without first giving thirty (30) days' notice to the Grantor of cancellation. In the event that any of the insurance policies is cancelled or not renewed at any time during the period in which the Grantee is required to maintain such insurance hereunder and that the Grantee does not immediately replace such policy with an equivalent policy, the Grantee agrees that the Grantor shall have the right to effect its own equivalent insurance coverage and the Grantee shall bear the costs of effecting such insurance.

(b) The Grantor covenants and agrees that the Grantor shall arrange at its sole expense to maintain through its insurance broker a Single Project Group Professional Liability Policy with a limit of \$2,000,000 and Builders' Risk C.O.C. Insurance for the full replacement cost of the Project, and until the

Termination Date the Grantor shall at its sole expense maintain such insurance or equivalent insurance and that prior to the Grantor commencing excavation on Lot 25 the Grantor shall provide the Grantee with evidence satisfactory to the Grantee of such insurance and confirmation from the insurer under the insurance policies that none of the insurance policies will be cancelled without first giving thirty (30) days' notice to the Grantee of cancellation. In the event that any of the insurance policies is cancelled or not renewed at any time during the period in which the Grantor is required to maintain such insurance hereunder and that the Grantor does not immediately replace such policy with an equivalent policy, the Grantor agrees that the Grantee shall have the right to effect its own equivalent insurance coverage and the Grantor shall bear the costs of effecting such insurance.

Indemnity

3.4 (a) The Grantee covenants and agrees that the Grantee shall indemnify and save harmless the Grantor and its officers, employees, licensees, and agents from and against any and all costs, expenses and damages suffered or incurred by the Grantor or its officers, employees, licensees or agents as a result of the use of Lot 24 prior to the Termination Date by the Grantee, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Grantee.

(b) The Grantor covenants and agrees that the Grantor shall indemnify and save harmless the Grantee and its officers, employees, licensees, and agents from and against any and all costs, expenses and damages suffered or incurred by the Grantee or its officers, employees, licensees or agents as a result of the use of Lot 25 prior to the Termination Date by the Grantor, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Grantor.

PART 4

MISCELLANEOUS

Run with the Land

4.1 The easements granted in Part 2 of this Agreement shall be construed as running with the lands and shall be binding upon Lot 24 and accrue to the benefit of Lot 25 and shall be binding upon Lot 25 and accrue to the benefit of Lot 24.

Fee Simple

4.2 (a) No part of the fee of the soil of Lot 24 shall pass to or be vested in the Grantee under or by these presents.

(b) No part of the fee of the soil of Lot 25 shall pass to or be vested in the Grantor under or by these presents.

Title to the Works

4.3 (a) Notwithstanding the degree, nature or intention of the annexation of the Works to Lot 24, title to the Works shall remain in the Grantee until the Termination Date whereupon the title to that part of the Works located in Lot 24 shall pass to and vest in the Grantor automatically.

(b) Notwithstanding the degree, nature or intention of the annexation of the Works to Lot 25, title to the Works shall remain in the Grantor until the Termination Date whereupon the title to that part of the Works located in Lot 25 shall pass to and vest in the Grantee automatically.

Limitation for Breach

4.4 No party hereto, nor any party deriving any title through or from such party, shall be liable for any breach of any provisions hereof if such breach occurs after such party has ceased to be an owner or occupier of Lot 25 or Lot 24.

Right to Use Lots

4.5 (a) Nothing herein shall prevent the Grantor from using Lot 24 in a manner which does not interfere with the exercise by the Grantee of its rights hereunder.

(b) Nothing herein shall prevent the Grantee from using Lot 25 in a manner which does not interfere with the exercise by the Grantor of its rights hereunder.

Time of Essence

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

Further Assurances

4.7 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 the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

Entire Agreement

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

No Limitation

4.9 Notwithstanding this Agreement or any provisions herein contained, it is expressly understood and agreed that nothing herein contained shall release or limit the rights or remedies of either party at law or in equity or otherwise against the other in respect of any matter arising from the construction of any buildings, improvements or works on Lot 25 or Lot 24.

No Transfer

4.10 (a) If the Grantor proposes to convey, transfer or otherwise dispose of Lot 24 or any part thereof prior to the Termination Date, the Grantor shall cause the grantee, transferee or other acquiring party, as the case may be, to execute an agreement with the Grantee to observe and perform the obligations of the Grantor under this Agreement. For the purposes of this paragraph 4.10, "dispose of" shall not be interpreted to include a lease of less than the entire interest of Lot 24.

(b) If the Grantee proposes to convey, transfer or otherwise dispose of Lot 25 or any part thereof prior to the Termination Date, the Grantee shall cause the grantee, transferee or other acquiring party, as the case may be, to execute an agreement with the Grantor to observe and perform the obligations

of the Grantee under this Agreement. For the purposes of this paragraph 4.10, "dispose of" shall not be interpreted to include a lease of less than the entire interest of Lot 25.

Fees and Expenses

4.11 The Grantee will pay all reasonable legal fees and disbursements incurred in any reasonable way by the Grantor with respect to or in connection with this Agreement or any matters arising from or as a result of this Agreement.

PART 5

NOTICES

Method and Address

5.1 Any notice, request or communication required or permitted to be given hereunder shall be in writing and will be deemed to have been duly given:

- (a) if intended for the Grantee if delivered to an officer of the Grantee or mailed in Vancouver, British Columbia by prepaid registered post addressed to the Grantee as follows:

2970 – 168th Street
Surrey, B.C. V3S 0A7

Attention: Harjinder Singh Cheema

- (b) if intended for the Grantor, if delivered to an officer of the Grantor or mailed in Vancouver, British Columbia by prepaid registered post addressed to the Grantor as follows:

or to such address in Vancouver, British Columbia as any party may specify in writing and shall be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth business day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice shall only be effective if actually delivered.

Reference to Agreement

5.2 Any notice given pursuant hereto shall make specific reference to this Agreement.

Change of Address

5.3 The parties may change the address to which or the officer to whose attention notice should be delivered from time to time by notice given in accordance herewith.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month, and year first above written.

Status: Registered

Doc #: CA7035192

RCVD: RQST: 2022-01-11 12.19.06

FORM_DECGEN_V19

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA7035190

PAGE 1 OF 1 PAGES

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

Ravinder Singh Binpal PG2EMW	Digitally signed by Ravinder Singh Binpal PG2EMW Date: 2018.09.21 15:23:03 -07'00'
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I MONA SAMBHI OF #215 - 13737 - 72ND AVENUE, SURREY, B.C. V3W 2P2 DECLARE THAT:

1. On August 30, 2018 in the New Westminster Land Title Office, I efiled for registration an EFS Form C - Easement under CA7035190 and Priority Agreement under no. CA7035192 (the "Easement").
2. In preparation of the Easement I made an error in referencing in Item 3 - Section 219 Covenant. This was an oversight.
3. I make this corrections declaration on that the following reference in the Easement be deleted:

Nature of Interest	Charge No.	Additional Information
Covenant		Section 219 Covenant

4. I confirm that all of the parties have consented to this correction being made.

MONA SAMBHI

NOTE:

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

Fee Collected for Document: \$12.88

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA7035190

PAGE 1 OF 1 PAGES

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

Ravinder Singh Binpal PG2EMW	Digitally signed by Ravinder Singh Binpal PG2EMW Date: 2018.11.02 17:27:55 -07'00'
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I MONA SAMBHI OF #215 - 13737 - 72ND AVENUE, SURREY, B.C. V3W 2P2 DECLARE THAT:

1. On August 30, 2018 in the New Westminster Land Title Office, I filed for registration an EFS Form C - Easement under CA7035190 and Priority Agreement under no. CA7035192 (the "Easement").
2. In preparation of the Easement I made an error in Additional Information.
3. Reference in Item 3 "Easement - Additional Information" should be deleted and replaced as follows:
4. Item 3 Additional Information should read as follows:

Nature of Interest	Charge No.	Additional Information
Easement		Page 9 paragraph 2.1 (b) as to Lot 25 Plan 488 Dominant Lands of PID 002-958-759 Lot 24 Block 7 Section 11 Township 1 NWD Plan 488
Easement		Page 8 paragraph 2.1 (a) as to Lot 24 Plan 488 Dominant Lands of PID 011-617-829 Lot 25 Block 7 Section 11 Township 1 NWD Plan 488

5. I confirm that all of the parties have consented to this correction being made.

MONA SAMBHI

NOTE:

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

Fee Collected for Document: \$0.00