



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant, Statutory Right of Way and Rent Charge Registration Number CB99670 to CB99675

These charges include a Covenant, Statutory Right of Way and a Rent Charge. A Covenant generally imposes either a negative or positive condition on the property in favour of a municipality or the province. A statutory right of way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility. Rent charge secures payments that are generally recurring. As opposed to a pure “financial charge” which is dischargeable upon payment of the underlying debt, a rent charge secure ongoing obligations and will remain on title following registration of any transfer.

These are non-financial charges, meaning there is no money owing by the owner of the land to the charge holder. Also, they “run with the land”, so will remain on title following the sale to a new purchaser/buyer. This means that the obligations will be binding on all future owners.

This is a “pedestrian corridor agreement”. As a condition of rezoning and development approvals, the City of Maple has required the owner/developer to construct a pedestrian corridor through the development, as shown on the attached plan. The corridor is to include landscaping, a playground, and other public pedestrian amenities. The City is granted a “right of way” over this area of the lands for public pedestrian/bicycle access and to use & enjoy the associated amenities. The owner shall not place or maintain any building, structure, concrete driveway or patio, or other obstruction within the right of way area, or otherwise interfere with the works and/or public access. The owner shall maintain the works, failing which, the City may enter and perform necessary maintenance. The City is further granted a “rent charge” as security for the repayment of any expense it incurs if it becomes necessary to perform the owner’s obligations. The public will not be permitted to enter/use the pedestrian corridor between 11pm – 6am.

Since 1991, Spagnuolo and Company has maintained a relentless focus on customer service. Now, with 18 locations, we are trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca



Land Title Act

Charge

General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE

JUL 21 2022 15:37:31.005

CB99670-CB99675

1. Application

Document Fees: \$457.92

KOFFMAN KALEF LLP
19TH F, 885 W. GEORGIA ST
VANCOUVER BC V6C 3H4
604-891-3619 (55288-1)

Replacement Pedestrian SRW

2. Description of Land

PID/Plan Number	Legal Description
030-857-210	LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88082

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		Paragraph 1
PRIORITY AGREEMENT		Granting the above Statutory Right of Way priority over Mortgage CA8399563 and Assignment of Rents CA8399564
COVENANT		Paragraph 3
PRIORITY AGREEMENT		Granting the above Covenant priority over Mortgage CA8399563 and Assignment of Rents CA8399564
RENT CHARGE		Paragraph 15
PRIORITY AGREEMENT		Granting the above Rent Charge priority over Mortgage CA8399563 and Assignment of Rents CA8399564

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

487559 B.C. LTD., NO.BC1170338
BANK OF MONTREAL, (AS TO PRIORITY)

6. Transferee(s)

CITY OF MAPLE RIDGE
11995 HANEY PLACE
MAPLE RIDGE BC V2X 6A9

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

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)

ADAM LAZAR
Barrister & Solicitor
19TH FLR. 885 WEST GEORGIA ST.
VANCOUVER BC V6C 3H4

YYYY-MM-DD

2022-07-07**487559 B.C. LTD.**

By their Authorized Signatory

Name: TOM MEIER**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

CANDICE FOULKES
Commissioner for Taking Affidavits
for British Columbia
CITY OF MAPLE RIDGE
11995 HANEY PLACE
MAPLE RIDGE BC V2X 6A9

YYYY-MM-DD

2022-07-13**CITY OF MAPLE RIDGE**

By their Authorized Signatory

Name: MICHAEL MORDEN, MAYOR

AS TO BOTH SIGNATURES

Name: PATRICK HLAVAC-WINSOR**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

Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

NATHAN B. CHANG
Commissioner for Taking Affidavits
for British Columbia
6TH Floor - 595 Burrard Street
PO BOX 49400
Vancouver BC V7X 1L5

YYYY-MM-DD

2022-07-13**BANK OF MONTREAL**

By their Authorized Signatory

Name: Brent McGlashan, Account
Manager

My Commission expires February 28,
2023
Transit #4616

Name:

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.

Daniel Solomon
Remick 1NQULH

Digitally signed by
Daniel Solomon Remick
1NQULH
Date: 2022-07-21
15:05:49 -07:00

TERMS OF INSTRUMENT – PART 2**STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT AND RENT CHARGE****2019-069-DP PUBLIC PEDESTRIAN CORRIDOR**

THIS COVENANT (herein this “**Covenant**” or this “**Agreement**”) dated for reference the ____ day of _____, 2022, is

BETWEEN:

487559 B.C. LTD., INC.NO. BC1170338
22367 Dewdney Trunk Road
Maple Ridge, British Columbia, V2J 3J4
(the “**Grantor**”)

AND:

CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, British Columbia, V2X 6A9
(the “**City**”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of certain lands in the City of Maple Ridge, British Columbia legally described as Parcel Identifier: 030-857-210, Lot 1, District Lot 399, Group 1, New Westminster District, Plan EPP88082 (the “**Lands**” and the “**Statutory Right of Way Area**”);
- B. The Grantor wishes to construct mixed use commercial and multi-family residential complexes on the Lands as part of a larger mixed-use development to be completed in phases by the Grantor on those lands bordered by Dewdney Trunk Road, Plaza Street, Brown Avenue and 223 Street (collectively, the “**Project Lands**”). The Grantor has agreed, for cultural purposes, to designate for public use a pedestrian corridor with hard and/or soft landscaping, a child play area and its associated equipment, and pedestrian amenities (collectively, the “**Amenity**”) on the Lands (located approximately as shown on the sketch plan attached hereto as Schedule “A”), to construct, maintain and preserve the Amenity, and to repair and maintain the structural components of the development that provide support to the Amenity;
- C. The Grantor has agreed that this Amenity is to be a continuous through the Project Lands from Plaza Street to the future Public Plaza on 224 Street and Dewdney Trunk Road;
- D. The Grantor has agreed to grant to the City a statutory right of way for public access on and to the Amenity; and the statutory right of way granted herein is necessary for the operation and maintenance of the City’s undertaking;

- E. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, may be granted in favour of the City and may be registered as a charge against the title to the Lands; and
- F. The terms of this Statutory Right of Way and the Section 219 Covenant granted pursuant to Section 3 of this Agreement (the "**Covenant**") are unique to the Amenity and the Lands and, accordingly, the parties have agreed that this Statutory Right of Way and Covenant will not form a precedent for any other covenants or rights of way granted by the Grantor to the City in respect of other lands at any time now or in the future. In addition, the Grantor acknowledges that the City's usual requirement is that a reference plan must be registered concurrently with the registration of this Agreement, defining the specific area of the Lands that is subject to the requirements of this Agreement, and that the City's agreement to vary that requirement under this Agreement does not set a precedent for future development applications

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to and covenants with the City as follows:

1. **Statutory Right of Way.**

- (a) The Grantor hereby grants, conveys and transfers to the City in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way:
- (i) for the City, its officers, employees, contractors, agents (collectively, the "**City Personnel**") and for the general public on foot, baby stroller, wheelchair or motorized scooter or similar conveyances used exclusively by persons with disabilities, and excluding motorized vehicles (except the portion of which is a fire lane) and bicycles or other similar conveyance in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter upon, go, be on, and pass and repass upon, over and across the Lands for the purpose of unobstructed access to and from the Amenity and for the use and enjoyment of the Amenity, as provided for in this Agreement; and
 - (ii) permitting the City and City Personnel to enter on the Lands with workers, vehicles, equipment, tools and materials for the purpose of inspecting the Amenity and the Structural Elements (as defined in Section 3(e)) and carrying out the Grantor's obligations pursuant to Section 6, if necessary,
- (the rights granted under paragraphs (i) and (ii) above being collectively referred to as the "**Statutory Right of Way**").
- (b) Each of the Grantor, and those claiming through the Grantor and their respective agents, and the City, as grantee, may bar entry to or eject from the Lands any member of the public who acts in a disorderly or offensive manner, interferes with or obstructs any other person, or presents an apparent threat to the safety of others or to the security of the Lands or any improvements on the Lands.

- (c) Prior to the filing of any strata plan with respect to the Lands, the Grantor, at its cost, will arrange for the preparation of an explanatory plan detailing and confirming the specific area of the statutory right of way (the "**Right of Way Area**"), which area the parties confirm shall be the actual area of the Right of Way Area contemplated by this Covenant. The Grantor and the Grantee agree to execute and deliver a modification of this Covenant (in a form and content prepared by the Grantor and approved by the Grantee, both parties acting reasonably) for the purpose of giving effect to the actual area of the Right of Way Area and replacing Schedule "A" of this Covenant with the said explanatory plan.

2. **Grantor's Obligations.** The Grantor will:

- (a) not, without the City's approval, place, install or erect any directional signage, except as allowed within this Agreement or as may be requested in writing and accepted by the Director of Planning;
- (b) not deposit or place garbage, debris or other material on the Right of Way Area;
- (c) not, without the City's approval, place, install or construct any building, structure, concrete driveway, concrete patio, concrete foundation or footings or any other obstruction (including without limitation, chattels or gates, attached or unattached to the Lands) or other improvement on, under, or above the Right of Way Area except as contemplated by the Plan, provided always that the Grantor may install reasonable directional signage within the Right of Way Area;
- (d) at its cost, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the City the Statutory Right of Way and Section 219 Covenant hereby granted;
- (e) at its cost, obtain, maintain and upon the request furnish to the City the proof of, the following in respect of the Statutory Right of Way:
 - (i) property insurance, in an amount acceptable to the City acting reasonably, protecting both the Grantor and the City from loss or damage to the Statutory Right of Way; and
 - (ii) commercial general liability insurance, in an amount acceptable to City acting reasonably, in respect of injury to or death of one or more persons and for damage to property, regardless of the number of claims arising as a result of any one occurrence protecting both the Grantor and the City against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Statutory Right of Way or any portion thereof. The deductible under this coverage will be in an amount acceptable to the City, acting reasonably.

The above insurance policies will:

- (iii) be in a form and substance satisfactory to the City, acting reasonably;
 - (iv) exclude any rights of cross claim against the City or any rights of the insurer or insurers, whether by subrogation or otherwise, against the City and against those for whom the City is in law responsible;
 - (v) include the City (including its officers and employees) as an additional insured; and
 - (vi) contain a provision requiring that at least 30 days written notice be given to the City by the insurer prior to cancellation of or material change to the policy; and
- (f) not use the Right of Way Area for storage, including the storage of vehicles.

3. **Section 219 Covenant.** The Grantor covenants that it will:

- (a) construct the Amenity and related works in accordance with the landscaping plans approved as part of the Development Permit issued by the City;
- (b) not use the Right of Way Area for any purpose other than public access to and through the Amenity except as otherwise contemplated by this Agreement and in Schedule "A" attached hereto;
- (c) not remove or alter the Amenity from the Right of Way area;
- (d) maintain or cause to be maintained the Amenity in accordance with the Maintenance Plan attached hereto as Schedule "B" (the "**Maintenance Plan**") at the Grantor's sole cost; and
- (e) maintain or cause to be maintained all structural elements (collectively, the "**Structural Elements**") within the development which are required to support the Amenity, including, the foundations, supporting walls and floors of the parking facility located in the Lands below the Amenity.

4. **Temporary Interruption of Use by Grantor.** Notwithstanding anything set out herein, the Grantor may, upon thirty (30) days' prior notice in writing provided to the City, temporarily interrupt but not stop the public use and enjoyment of the Right of Way Area to the extent reasonably required in order to:

- (a) carry out routine maintenance and repair work which the Grantor is expressly permitted or required to carry out under this Agreement; and
- (b) construct, maintain, repair, renew or enlarge structures, buildings, landscaped areas and access routes now or hereafter constructed in, upon or over the Lands as the Owner may reasonably require.

If the temporary interruption referred to above will interrupt the public use and enjoyment of the Right of Way Area for more than twenty-four (24) hours, or will stop the public use and enjoyment of the right of way for any period of time, then the Grantor shall provide not less than thirty (30) days' notice in writing to the City (except in the case of emergency or perceived emergency when no prior notice will be required) prior to commencing the activity that will cause such interruption.

5. **General Statutory Right of Way Prohibitions.** The parties hereto agree that no member of the public (other than residents and occupants of the Project Lands and their guests and invitees) shall be entitled to enter or use that portion of the Lands containing the Right of Way Area between 11:00 p.m. and 6:00 a.m. each day.
6. **Default.** If the Grantor is in default of the performance and observance of its covenants and obligations in Sections 3(c), 3(d) and 3(e), the Grantor will rectify such default within five (5) days after receipt of notice from the City, which notice will specify the nature of the Grantor's default, except that if the Grantor, by reason of the nature of the default, cannot rectify it within such five (5) day period, the Grantor will have a further reasonable period to rectify so long as the Grantor proceeds promptly and diligently. If the Grantor fails to rectify such default within the permitted time period, then the City may rectify the default on the Grantor's behalf. The Grantor will pay to the City on demand the aggregate of the City's costs of rectifying any default of the Grantor. If the Grantor does not pay the City within thirty (30) days after the date the Grantor receives any such demand, the arrears will bear interest from the date of demand to the date of such payment at the prime commercial rate of HSBC Bank Canada at its Vancouver main branch plus one percent (1%) per annum, calculated and compounded monthly, not in advance.
7. **Grantor's Indemnity of City.** The Grantor shall indemnify and save harmless the City at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered that the City is or may become liable for, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from a breach or non-performance by the Grantor of its covenants or obligations in this Agreement, or arising directly or indirectly from any wrongful act, omission or negligence of the Grantor.
8. **Priority.** The Grantor shall do or cause to be done, at the expense of the Grantor, everything necessary to ensure that the Statutory Right of Way and Covenant are granted priority over all charges and encumbrances which are registered or pending registration against title to the Lands save those specifically approved in writing by the City or in favour of the City.
9. **No Waiver.** No waiver or default by either party is effective unless expressed in writing by the party waiving the default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.
10. **No Modification or Discharge.** The Grantor agrees not to seek an order modifying, discharging or extinguishing the Statutory Right of Way or the Covenant granted under this

Agreement under the *Property Law Act* (British Columbia), any successor enactment to that enactment or any other enactment or the common law.

11. **Discretion.** Wherever in this Agreement the approval of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion or the City is given a sole discretion:
 - (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the person authorized to do so by the City (the "**Director of Planning**");
 - (b) the approval, opinion, satisfaction or discretion is in the discretion of the Director of Planning acting reasonably and in accordance with municipal engineering practice; and
 - (c) any discretion of the Director of Planning, subject to 9(b) is deemed to be the sole, absolute and unfettered discretion of the Director and is not subject to public law duties and neither the principles of procedural fairness or the rules of natural justice shall have application.
12. **Severance.** If any section, subsection, sentence, clause or phrase in this Agreement is for any reason or reasons held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be severed and the decision that it is invalid shall not affect the validity of the remainder of this Statutory Right of Way and Covenant, with the parties hereby agreeing that they would have entered into this Statutory Right of Way and Covenant without the severed portion.
13. **Entire Agreement.** This Agreement is the entire agreement between the parties and neither the City nor the Grantor has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement, and no amendment of this Agreement is valid or binding unless in writing and executed by the parties.
14. **General.** It is mutually understood, agreed and declared by the parties that:
 - (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, by laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
 - (b) this Agreement does not affect or limit any enactment applying to the Lands nor relieve the Grantor from complying with any enactment;
 - (c) the benefit and burden of all covenants made by the Grantor herein shall run with the land and accrue solely to the City and the Grantor's successors in title shall be bound by the covenants and rent charge herein and that this Agreement may be modified only by agreement of the City with the Grantor and discharged only by the City;

- (d) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
 - (e) the covenants, promises and agreements herein contained have been made as contractual obligations as well as being made pursuant to Sections 218 and 219 of the *Land Title Act* and as such this Agreement shall be binding upon the Grantor and their respective heirs, executors, administrators, successors and assigns;
 - (f) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
 - (g) the provisions set out in Schedule "B" attached hereto form part of this Agreement; and
 - (h) time is of the essence of this Agreement.
15. **Rent Charge.** Where the Director of Planning, acting reasonably, determines that the Grantor fails to maintain the Amenity in accordance with Section 3(d), or fails to maintain the structural Elements in accordance with Section 3(e) or does any act prohibited pursuant to Sections 3(b) and 3(c), the Grantor hereby grants to the City an annual rent charge payable to the City equal to the City's annual expenditures in maintaining, programming, cleaning, landscaping and repairing the Amenity. The annual rent charge shall be payable by the Grantor (or the applicable Strata Corporation) to the City each year within thirty (30) days of the City presenting an invoice to the Grantor or applicable Strata Corporation itemizing the City's expenditures in the preceding year.
16. **Notice.** Any notice under this Covenant shall be in writing and shall be sufficient if delivered to the recipient's address set out above, or to such other address as either party may provide to the other from time to time, or in the case of any owner subsequent to the initial Developer, to the address of such owner according to the Land Title Office records in respect of the Land. Notices to the City shall be addressed to the attention of the Director of Planning and notices to the Developer shall be addressed to the president of the owner in the case of any corporate owner. In the event any Strata Corporations as a result of the subdivision of the Land pursuant to the *Strata Property Act*, any notice under this Covenant required to be given to the Covenantor shall also be given to the applicable Strata Corporation.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS the **BANK OF MONTREAL** (the “**Chargeholder**”) is the holder of a Mortgage and Assignments of Rents encumbering the Lands which Mortgage and Assignment of Rents are registered in the New Westminster Land Title Office under instrument numbers **CA8399563**, and **CA8399564**, respectively, (together, the “**Charges**”);

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) and other consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the Chargeholder):

1. The Chargeholder hereby consents to the granting and registration of the attached charges (collectively, the “**City Charge**”) burdening the Lands and the Chargeholder hereby agrees that all of the covenants and rights therein granted will be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee of the City Charge priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the City Charge as if the City Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.
3. The Chargeholder acknowledges and agrees that the grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form C – Part 1 above which form is part hereof.

[illegible]

SCHEDULE "B"

Provisions Related to Maintenance and Replacement of the Amenity

The provisions of this Schedule "B" are an integral part of the Covenant granted pursuant to Section 3 of this Agreement.

In furtherance of its obligations under Section 3(d) of this Agreement, the Grantor covenants to maintain the Amenity by undertaking the following maintenance, repairs and replacements.

Routine Maintenance: Routine maintenance includes, but is not limited to, inspecting and maintaining playground equipment (in accordance with manufacturers' standards and recommendations) the constructed amenities, trash and graffiti removal, emptying of garbage receptacles, cleaning, maintaining the landscaping, weed control, grass mowing, replacing any light bulbs, and mechanical activities adjusting. Frequency will vary by the season, but bi-weekly or monthly checks would be typical.

Cyclical Maintenance: Cyclical maintenance is done at regular, but much less frequent intervals. It involves more extensive treatment such as disassembly, inspection, and surface applications of protective coatings (e.g. repainting). Because this work could significantly affect the appearance and longevity of the Amenity, it may require special knowledge and may include consultation about use of cleaning compounds, paints, solvents, and surface coatings.

Repair, Restoration and Replacement: This involves the treatment of damage or deterioration to the plaza area (such as cracks and uneven surfaces), the seating area and the plaza area landscaping to return them to as close to their original appearance as possible, reasonable wear and tear exempted. Extreme care must be used to maintain the artistic integrity of the Amenity. The repairs and any replacement must preserve original intent in both design and materials. Where changes are necessary, the City is to be consulted to some guidance on issue that may arise.

Budgeting: The Grantor and each of the subsequent strata corporations (each a "**Strata Corporation**") created by subdivision of the Lands pursuant to the *Strata Property Act* are to allocate sufficient funds for proper maintenance, repair and potential replacement of the Amenity in its annual budgets and in the strata contingency fund including the payment of the rent charge, if applicable, referred to in Section 15 of this Covenant. To ensure such allocations and payments, each such Strata Corporation must include in its strata bylaws the authority to levy a charge on each of its owners in order to pay to the City any and all rent charges and other fees or costs imposed by the City to maintain, repair and replace the Amenity and Right of Way Area as it passes over and through the common property of each affected Strata Corporation.

Insurance: Liability insurance in amounts on terms satisfactory to the City as set out in Section 2(e), acting reasonably, will be maintained by the Grantor and the subsequent Strata Corporation to the benefit of the City.