



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number CB323081 to CB323083

This charge is an Easement. An Easement generally gives one landowner the right to use a neighbour's property for the purposes defined in the Easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", so it will remain on title following the sale to a new purchaser/buyer. This means that the obligations under this charge will be binding on all future owners.

This is a "parking agreement". It allows the owner of Air Space Parcel 1 to use a part of Lot 1, as shown on the *attached* plan, to access and use 7 parking spaces (including one disabled person parking space).

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

NOV 07 2022 10:00:05.001

CB323081-CB323083

1. Application

Document Fees: \$228.96

BELL ALLIANCE LLP
SUITE 201 - 1367 W BROADWAY
Vancouver BC V6H 4A7
604-873-8723

2. Description of Land

PID/Plan Number	Legal Description
EPP118504	AIR SPACE PARCEL 1 PART OF LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN
030-857-210	LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88082 EXCEPT AIR SPACE PARCELS 1 AND 2 AIR SPACE PLAN EPP118504

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Person Entitled to Interest: Registered Owner Servient: 030-857-210, LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88082 EXCEPT AIR SPACE PARCELS 1 AND 2 AIR SPACE PLAN EPP118504 Dominant: AIR SPACE PARCEL 1 PART OF LOT 1 DISTRICT LOT 399 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP118504 Page 6, Section 2.1
PRIORITY AGREEMENT		Granting above Easement priority over Mortgage CA8399561 and Assignment of Rents CA8399562
PRIORITY AGREEMENT		Granting above Easement priority over Mortgage CA8510513 and Assignment of Rents CA8510514

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)****BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, (AS TO PRIORITY)**



Land Title Act

Charge

General Instrument – Part 1

6. Transferee(s)

487559 B.C. LTD.

BC1170338

22367 DEWDNEY TRUNK ROAD

MAPLE RIDGE BC V2J 3J4

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)

Lisa Niro**Barrister & Solicitor**

#201 - 1367 West Broadway

Vancouver BC V6H 4A7

YYYY-MM-DD

2022-10-17**487559 B.C. Ltd.**

By their Authorized Signatory

Thomas Meier

ph: (604) 873-8723 fax: (604) 873-8785

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

2022-11-03

Bank of Montreal
By their Authorized Signatory

Brent McGlashan

My Commission expires February 28,
2023

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)

Charlotte K. Wong
Barrister & Solicitor
2110 Burquitlam Drive
Vancouver BC V5P 2P1

YYYY-MM-DD

2022-11-01

British Columbia Housing
Management Commission
By their Authorized Signatory

Dale McMann

(As to both signatures)

John Brendan McEown

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.

Lisa Cynthia
Niro PYI5WN

Digitally signed by
Lisa Cynthia Niro PYI5WN
Date: 2022-11-07
09:54:59 -08:00

PARKING EASEMENT

This Agreement dated for reference November 4, 2022 is made

Between:

487559 B.C. LTD.
(the "**Transferor**")

And:

487559 B.C. LTD.
(the "**Transferee**")

WHEREAS:

- A. The Transferor is the registered owner of those lands and premises in Maple Ridge, British Columbia, legally described as:
- Parcel Identifier 030-857-210
Lot 1 District Lot 399 Group 1 New Westminster District Plan EPP88082 Except Air Space
Parcels 1 and 2 Air Space Plan EPP118504;
- (the "**Servient Tenement**")
- B. The Transferee is the registered owner of those lands and premises in Maple Ridge, British Columbia, legally described as:
- Parcel Identifier _____
Air Space Parcel 1 Part of Lot 1 District Lot 399 Group 1 New Westminster District Air
Space Plan EPP118504;
- (the "**Dominant Tenement**")
- C. The Transferor will construct a parking structure (the "**Parking Structure**") on the Servient Tenements that is required, inter alia, to service the Servient Tenements.
- D. The Transferor has agreed to grant an easement to the Transferee over the Easement Areas, as applicable, to provide for access to and use by the Transferee and its Users of six (6) parking spaces and one (1) parking spaces designed to accommodate a person with a disability for the Dominant Tenement (collectively, the "**Parking Spaces**") located within the Parking Structure as shown on the Sketch Plan attached hereto as Schedule "A".
- E. By section 18(5) of the *Property Law Act*, RSBC 1996, c 377, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of payment of One (\$1.00) Dollar, and the other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties agree as follows:

1. DEFINITIONS

1.1 Definitions

In this agreement, the following terms have the definitions now assigned unless otherwise specifically provided or the context so requires:

- (a) **"City"** means the City of Maple Ridge;
- (b) **"Easement Areas"** means those portions of the Servient Tenements containing the Parking Spaces outlined in bold on the Sketch Plan;
- (c) **"Interfere"** means unreasonably or unduly interfere with, endanger, impede or disturb any one or more of the following:
 - (i) the construction, repair, operation, use or enjoyment of any of the Parking Structure, Easement Areas, Parking Spaces or Lockers;
 - (ii) the availability, use, access to, and benefit of any of the Easement Areas, Parking Spaces or Lockers;
 - (iii) the exercise of rights, licences, and easements hereby granted; or
 - (iv) the use or enjoyment of the Servient Tenements,and **"Interference"** has a corresponding meaning;
- (d) **"Lot"** means individually the Servient Tenement or the Dominant Tenement, and **"Lots"** means all of them;
- (e) **"Major Damage"** occurs when:
 - (i) the Parking Structure is damaged or destroyed to the extent of at least thirty five percent (35%) of the full replacement costs thereof, provided that the determination of the extent of damages or destruction shall be made by the professional engineer chosen by the Transferor whose Servient Tenement has suffered damages or destruction; or
 - (ii) the insurer for the Parking Structure elects to treat such Parking Structure as a total loss;
- (f) **"Master Easement Agreement"** means the agreement registered in the Land Title Office under numbers CB322132 to CB322155, inclusive;
- (g) **"Modification to this Agreement"** means any changes, addition to or reduction of the easement granted herein;

- (h) **"Other Lots"** means in respect of any Lot, the other Lots;
- (i) **"Other Owner"** means in respect of any Owner, the other Owners;
- (j) **"Owner"** means individually the Transferor or the Transferee, and their respective successors in title, and **"Owners"** means all of them;
- (k) **"Parking Lease"** has the meaning set out in section 3.1(b);
- (l) **"Sketch Plan"** means the sketch plan attached hereto as Schedule "A";
- (m) **"Users"** means the users, owners, tenant and visitors from time to time of all or any part of a Lot, for whose benefit and use of easements described in Article 2 are granted and their respective employees, servants, agents, officers, contractors, licensees and invitees.

2. GRANT OF EASEMENTS TO THE TRANSFEE

2.1 Grant of Easement to the Transferee

The Transferor, as the registered owner of the Servient Tenement, does hereby grant, convey and confirm unto the Transferee, as the registered owner of the Dominant Tenement, for the non-exclusive benefit of and the appurtenant to the Dominant Tenement, in common with such Transferor and all other persons now or hereafter having the express or implied permission of the Transferor or the Transferee, the following non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within, and through the Easement Areas at all times and from time to time, for the Transferee and its respective Users to:

- (a) enter upon, go, return, pass and re-pass in, over and upon the Easement Areas by day or by night by automobile, truck, motorcycle, bicycle, and similar modes of land conveyance for the purpose of parking in the Parking Spaces but, for greater certainty, not to park vehicles or otherwise use any parking space in the Parking Structure other than the Parking Spaces; and
- (b) do generally all acts necessary or incidental to any of the foregoing purposes.

2.2 Benefit and Burden

The easements granted in section 2.1 will be appurtenant to and for benefit of the Dominant Tenement and will charge and be burden upon the Servient Tenements.

3. LIMITATIONS, RESERVATIONS AND COVENANTS

3.1 Limitation on Easements

- (a) The Transferor with respect to the Servient Tenement, covenants with the Transferee that it will not do or knowingly permit to be done any act or thing which will Interfere with or obstruct the Easement Area or prevent the Users from using the Easement Area

as contemplated by this Agreement, other than during periods of inspection, repair or replacement of the Easement Area or during emergencies or apprehended emergencies.

- (b) In the event a Transferor decides to subdivide its Servient Tenement or any portion thereof, to develop or redevelop such Servient Tenement or any portion thereof or to dedicate any portion such Servient Tenement for use as a road, provided such subdivision, development, redevelopment and/or road dedication does not materially impair the Transferee's rights hereunder, the Transferee hereby:
 - (i) consents to such subdivision, development, redevelopment and/or road dedication;
 - (ii) releases any rights to or over any portion of such Servient Tenement dedicated as road; and
 - (iii) agrees to provide any required consents, approval, documents and to take any other action reasonably required in connection with the foregoing forthwith upon request therefor by such Transferor.

3.2 Reservations

Notwithstanding the easement granted herein, there is hereby reserved to the Transferor in respect of such Transferor's Servient Tenement, subject to the restrictions and limitations hereinafter set forth, the right hereafter and from time to time;

- (a) Temporary Interruptions. To temporarily interrupt the use and enjoyment of the Easement Areas, the Parking Spaces and the Lockers by the Users for the purposes for the Transferors, constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, altering, relocating, and operating within the Servient Tenements:
 - (i) any building, structure or other improvement;
 - (ii) any service or utility whatsoever, together with all attachments, fittings and appurtenances thereto; and
 - (iii) the Easement Areas, Parking Structure, Parking Spaces and Lockers,all as such Transferor may deem to be necessary or desirable, provided that such Transferor will act reasonably in exercising any of such rights, any such interruptions must be as short as reasonably possible, reasonable written notice of the intended interruption must be provided to the affected parties (except in the case of emergency when no notice be required) and all reasonable steps must be taken by the applicable Transferors during the period of the interruption to provide the affected Users with adequate alternatives to the use of the affected Easement Areas;
- (b) Grant of Lease. To grant leases and easements appurtenant thereto or associated therewith of its Servient Tenement, including Parking Lease;

- (c) Grant of Easement. To grant easements in favour of other residential developments for access to and use of Parking Structure, provided such easements do not materially Interfere with the easements granted to the Dominant Tenement under this Agreement;
- (d) Grant of Right of Way. To grant statutory rights of way or easements in favour of the City or other governmental entity or any public utility or public authority over its Servient Tenement or any portion thereof as may be reasonably required;
- (e) Grant of Covenants. To grant covenants (including covenants pursuant to Section 219 of the *Land Title Act*) in favour of neighboring parcels of land, the City or other governmental entity or any public utility or public authority over its Servient Tenement or any portion thereof as may be reasonably required; and
- (f) Relocation. From time to time as may, in reasonable opinion of a Transferor, be necessary in connection with the good and reasonable management, or the repair, maintenance, development or development of Parking Structure, the Servient Tenement or the other residential developments having use of the Parking Structure, to designate, re-designate, and/or relocate some or all of the Easement Areas, the Parking Spaces or the Lockers within the Parking Structure, provided such relocation does not reduce the number of the Parking Spaces or the Lockers and provided such relocation does not materially Interfere with the easement granted herein and in such event the parties will enter into a modification of this Agreement.

3.3 Owners' Covenants

Each Owner, as applicable, hereby covenants and agrees with the Other Owners that such Owner shall:

- (a) Not Interfere with the Other Lots. Insofar as it is practicable so to do, exercise, and cause its Users to exercise, its rights hereunder in such a manner as not to Interfere with the Other Lots;
- (b) Not Interfere with the Other Owners' Easements. Subject to sections 3.1 and 3.2, not do and not permit its Users to do, any act or thing which, in the reasonable opinion of any of the Other Owners, would Interfere with the easements granted to any Other Owner hereunder and will keep the portions of a Lot which are the subject of such easements clean and clear of all debris or other obstructions;
- (c) Repair. Promptly and properly repair all damage to the Other Lots:
 - (i) which is caused by any work done by such Owner or its Users in connection with the construction or repair of any of the Parking Spaces on its Lot or the Other Lots, as the case may be, at the conclusion of such work in order to meet good and prudent standards of repair; or
 - (ii) which results from any act or omission of such Owner or results from any activity or failure to properly maintain or repair any improvement or facility located with its Lot;

- (d) Vehicles. Ensure that vehicles using the Other Lots pursuant to the Owner's rights herein are restricted to roadways, driveways, drive aisles, parking areas and ramps, as applicable, constructed and intended for vehicular use from time to time;
- (e) Rubbish and Debris. In exercising its rights hereunder in respect of the Other Lots, not leave rubbish and debris on the Other Lots and otherwise leave the Other Lots in a clean and neat condition following the Owner's use thereof;
- (f) Discharge Liens. Not create or permit to remain and shall remove and discharge or cause to be removed and discharged promptly, at the cost and expense of the Owner, any lien, encumbrance, charge or claim of lien upon the Other Lots which arises out of the exercise of the Owner's rights hereunder or the fulfilment of the Owner's rights and obligations hereunder by such Owner;
- (g) Maintain. Promptly and properly keep and repair any Easement Areas on its Lot in a good and proper state of repair and in a clean and safe condition at all times;
- (h) Sale of Lot. Except for the sale of strata lots created by the deposit of a strata plan in respect of a Lot, not sell or transfer, directly or indirectly, any legal or beneficial interest in the Owner's Lot unless, as a condition thereof and prior thereto, the Owner causes the purchaser or transferee to enter into an assumption agreement pursuant to which the purchaser or transferee agrees to assume, be bound by and observe all of the obligations, positive or negative, of the Owner hereunder from and after the effective date of the sale or transfer. The Other Owners agree to release the Owner from all of its liabilities, obligations and covenants hereunder from and after the effective date of such covenant by the purchaser or transferee;
- (i) Compliance with Applicable Legislation. Comply with all applicable laws, regulations and bylaws of governmental authorities applicable to its Lot with respect to the operation, repair, maintenance and upkeep of any portion of the Parking Structure located on its Lot and each Owner will not carry out any improvements or repair to any portion of the Parking Structure located on its Lot except in compliance with such laws, regulations or bylaws; and
- (j) Indemnity. Indemnify and save harmless the Other Owners in respect of all claims and expenses whatsoever suffered or incurred by the Other Owners arising out of or in any way related to the exercise by the Owner or the Users of such Other Owners' Lots of their rights hereunder or the failure of an Owner to observe or perform any of its covenants or obligations hereunder, except to the extent that any claims and expense are caused by the negligence or wilful misconduct of the Other Owners, or persons for whose conduct the Other Owners are responsible.

4. MODIFICATION OF EASEMENTS

4.1 Replacement of Easements

As an integral part of the grant of easement contained in Article 2, subsequent to Major Damage, demolition or destruction of the Parking Structure or Easement Areas, or relocation in accordance with

subsection 3.2(f), the Transferee shall, if so requested by the Transferor in writing, duly execute in registrable form and deliver to the Transferor such Modification to this Agreement in a form and on such terms and conditions as the Transferor and Transferee shall agree. There shall be no compensation or valuable consideration payable to the Transferee by the Transferor therefor. It is the intent of the parties hereto that any Modification to this Agreement shall be at least equal in utility, security, value and convenience to the Transferee as the respective easements and licenses granted hereunder.

4.2 Discharges of Replaced Easements

Following execution and delivery by the parties of any Modification to this Agreement in accordance with section 4.1, the Transferee shall, to the extent only that the easements and licenses granted hereunder have been replaced, execute in registrable form and deliver to the Transferors a surrender and discharge of the easements and licenses so replaced.

5. MAINTENANCE, COST SHARING, EXPENSES AND INSURANCE

5.1 Maintenance

The Transferee will maintain any Parking Spaces constructed by the Transferor within the Easement Area in a proper state of repair.

5.2 Expenses

The Transferee shall borne and pay for all expenses incurred for any repairs, alterations and maintenance of the Parking Spaces and in the performance of any and all covenants and agreements to be performed by the Transferee.

5.3 Cost Sharing

The Transferee covenant and agrees to reimburse the Transferors for the costs, expenses and fees associated with the Easement Area in accordance with the Master Easement Agreement.

5.4 Insurance by Transferor

The Transferor hereby covenants and agrees with the Transferee that it shall insure the Servient Tenement (including any portions of the Parking Structure located thereon) as required under the Master Easement Agreement.

6. DISPUTE RESOLUTION

6.1 Dispute Resolution

In the event of any dispute or disagreement between or among the Transferor and Transferee in respect of any matter that is the subject of this Agreement or the interpretation of any provision of this Agreement including, without limitation, any dispute with respect to any cost sharing provisions of this Agreement, the parties agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* of British Columbia as same may be amended from time to time or any legislation substituted therefore, provided that it is understood and agreed that this section 6.1 is not intended to nor is it to be construed as preventing the parties hereto, or any of them,

from seeking injunctive relief. If the parties cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules. The costs of arbitration will be split evenly among the parties hereto taking part in such arbitration.

7. SUBDIVISION

7.1 Subdivision

If any Lot is subdivided, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each subdivided parcel thereof, of which any part of any Easement Area or charged property forms a party and will be forthwith released and discharged from each other subdivided parcel. Notwithstanding the foregoing, if any Lot is subdivided by the deposit of a strata plan, then, so long as the common property of the strata corporation thereby created continues to be charged by the easements and covenants pursuant to this Agreement (whether by express agreement of and grant by such corporation, otherwise), each strata lot created thereby will be immediately and automatically released from the burden of such rights, covenants, easements and charges in respect of the Lot so subdivided and such covenants, easements and charges will continue to run with and bind only the common property of such strata plan. In furtherance of and to evidence such release, each Owner of a Lot which is or which comprise part of the dominant tenement of an easement granted hereunder or the holder of a charge granted hereunder, in respect of the covenants granted to it hereunder, agrees to execute and deliver upon demand and its sole expense to the owner of any strata lot so created, an unconditional partial discharge of such rights, covenants, easements and charges from such strata lot in a form satisfactory for registration in appropriate Land Title Office. If any lot is subdivided by deposit of a strata plan:

- (a) the benefit of the rights, covenants, easements and charges granted herein will be recorded as being appurtenant only to the common property of such strata plan and not to the strata lots created by the deposit of such strata plan; and
- (b) in furtherance of the Owner's intention set out in section 7.1(a), the Owner of such Lot to be divided by the deposit of a strata plan will, if necessary, execute and deliver to the Other Owner and cause to be submitted for registration concurrently with the deposit of such strata plan an unconditional partial discharge releasing the benefit of such rights, covenants, easements and charges from each strata lot shown on such strata plan, provided that the benefit of such rights, covenants, easements and charges will remain recorded as being appurtenant to the common property of such strata plan.

7.2 Subdivision by Strata Plan

Upon subdivision of any Lot (the "**Subdivided Lot**") by a strata plan:

- (a) the strata corporation so created:
 - (i) will perform and observe the covenants and obligations herein of the Owner of the Subdivided Lot (the "**Subdivided Lot Owner**") at the expense of the owners of the strata lot within such strata plan;

- (ii) will enter into an assumption agreement with the Owners of the Other Lots in a form satisfactory to the Other Owners, each acting reasonably, to assume all of the Subdivided Lot Owner's covenant, obligations and liabilities hereunder;
 - (iii) will be entitled to give all permissions and consents permitted to be given to the Subdivided Lot Owner and, subject to the requirements of the *Strata Property Act*, be entitled to execute and deliver to the Other Owners any Modifications to this Agreement contemplated hereunder; and
 - (iv) hereby expressly permits the owners and occupants of the strata lot within such strata plan to make use of the easements granted hereunder, as applicable
- (b) the liability of each strata lot owner for the performance and observance of the Subdivided Lot Owner's covenants and obligations herein will be in proportion to the unit entitlement of his, her or its strata lot as established in accordance with the *Strata Property Act*; and
- (c) upon the assumption of the Subdivided Lot Owner's covenants, obligations and liabilities hereunder by such strata corporation pursuant to subsection 7.2(a), the Subdivided Lot Owner will be automatically and absolutely released and discharged from all of its covenants, obligations and liabilities hereunder.

8. MISCELLANEOUS

8.1 Severability

If any term of this Agreement is held to be invalid, illegal and unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unamended by that holding or by the severance of that term.

8.2 Covenants Run with the Land/Subdivision

Subject to Article 8:

- (a) the covenant and agreements set forth herein on the part of a Transferor shall be covenants the burden of which shall run with and shall bind such Transferor's Servient Tenement and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated and will enure to the benefit of and be binding upon the owner or owners from time to time of an interest in all or any portion of such Servient Tenement. Such Servient Tenement will remain at all times charged therewith, provided that any Owner of such Servient Tenement will not be liable for any breach of a covenant, agreement, or obligation of the applicable Transferor contained in this Agreement which occurs after such party has ceased to be an Owner; and
- (b) the covenants and agreements set forth herein on the part of the Transferee shall be covenants the burden of which shall run with and shall bind the Dominant Tenement and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated and will enure to the benefit of and be binding upon the

owner or owners from time to time of an interest in all or any portion of the Dominant Tenement. The Dominant Tenement will remain at all times charged therewith, provided that any Owner of the Dominant Tenement will not be liable for any breach of a covenant, agreement or obligation of the Transferee contained in this Agreement, which occurs after such party has ceased to be an Owner.

8.3 Execution and Registration

If the Land Title Office rejects the registration of this Agreement or any interest purported to be granted hereby, then the parties hereto shall re-execute and re-register same in a form and style acceptable to the Land Title Office.

8.4 Interpretation

In this Agreement:

- (a) Enurement. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees, and invitees of such parties wherever the context so permits or requires;
- (b) Singular Gender. Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural or the feminine or body corporate or politic and vice versa, as the context or the parties so require;
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof;
- (d) References. This Agreement and the word "hereof", "herein" and singular words refer to this Agreement as a whole and not to any Article, section or subsection or other subdivision hereof and any reference in this Agreement to a designated Article, section, subsection or other subdivision is a reference to the designated Article, section, subsection or subdivision hereof; and
- (e) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.

8.5 No Waiver

No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. Waiver by any part of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

8.6 Notice

Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered via prepaid mail, electronic mail or facsimile transmission and addressed to the intended recipient at the address of the recipient as set forth in Item 5 or Item 6, as the case may be, of the Form C to which these terms of instrument are attached or such other address or facsimile number as the intended recipient may have more recently notified the other parties hereto as an address or facsimile numbers for the delivery of notices hereunder. The time of receiving any such demand or notice will be deemed to be the day of delivery or transmittal by facsimile if delivered or sent by facsimile or electronic mail by 4:30 pm on a business day (excluding Saturdays, Sundays and statutory holidays) to the address of the intended recipient, and, if otherwise delivered or transmitted by facsimile or electronic mail, on the next business day (excluding Saturdays, Sundays and statutory holidays) following the day of such delivery or transmittal.

8.7 Governing Law and Attornment

This Agreement will be governed and construed in accordance with the law in force in the Province of British Columbia. The parties agree to the jurisdiction of the Court of British Columbia.

8.8 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement and it may only be amended by a document executed by the applicable Owners from time to time.

8.9 Further Assurances

The parties hereto shall do and cause to be done all things and execute and causes to be executed all documents that may be necessary to give proper effect to the intention of this Agreement and the easement, rights, and covenants granted and created herein.

8.10 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenants herein are made by each Owner, for itself and its successors and assigns and the owner or owners from time to time of an interest in all or any portion of the Lots, except that the covenants of each of the Owners herein will be personal and binding upon each of them only during their ownership of any interest in their respective Lot.

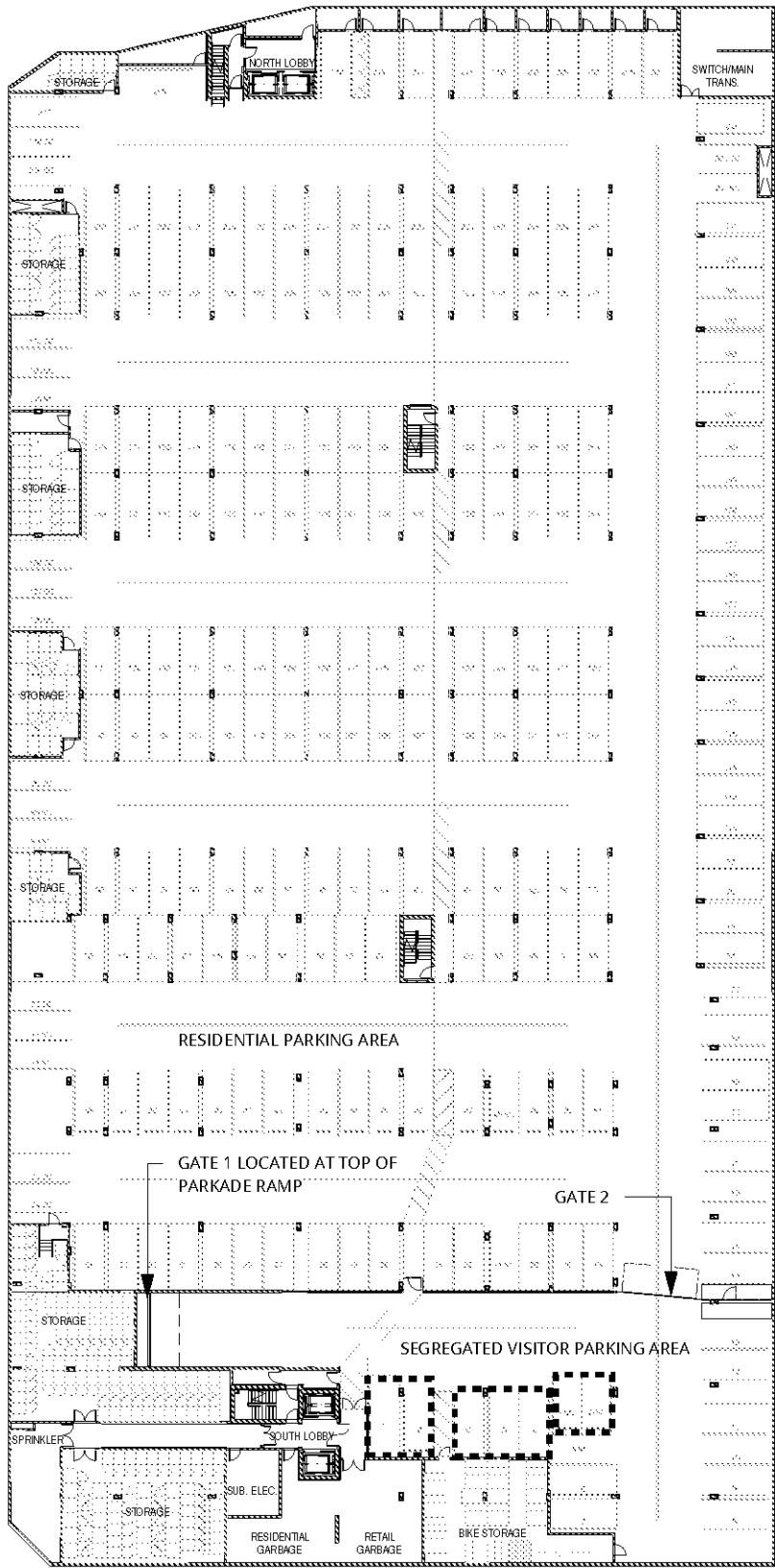
8.11 Counterparts

This agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, and each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement by signing the "Form C- General Instrument – Part 1" or "Form D – Execution Continued" attached hereto.

SCHEDULE "A"

SKETCH PLAN OF EASEMENT AREAS



PARKADE PLAN STALL ALLOCATION
UPDATED
1 : 600

	ERA MAPLE RIDGE DEVELOPMENT - PHASE 1	Date 2022-10-24
	Drawing Title PARKING STALL ALLOCATION UPDATED	Scale 1 : 600

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8399561 and the Assignment of Rents registered under number CA8399562;
- (b) **"Existing Chargeholder"** means BANK OF MONTREAL;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument – Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges; and
- (f) agrees that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8510513 and the Assignment of Rents registered under number CA8510514;
- (b) **"Existing Chargeholder"** means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument – Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges; and
- (f) agrees that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT