



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement and Covenant Registration Number CA8389654 to CA8389655

These charges include Easements and Covenants. 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. A Covenant generally imposes either a negative or positive condition on the property in favour of a municipality or the province.

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 "stormwater management agreement". The agreement allows the owner/developer of Lot 1 to use a part of Lot 2, as shown on the *attached* plan, to install and maintain a stormwater management system, including associated pipes, lines, wires, drains, *etc.* The Lot 1 will be responsible for installation and maintenance of the works, at its own expense. Lot 2 owner shall not do or allow any act to interfere with the works or reasonable exercise of these rights. The City of Maple Ridge has registered a covenant to ensure that the parties comply with the agreement and do not vary or terminate it without the City's consent.

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

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Aug-27-2020 11:34:27.002

CA8389654 CA8389655

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1597261313 PAGE 1 OF 14 PAGES

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: 2020.08.26 15:51:56 -07'00'

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

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Deborah Harrison, Applicant's Agent

604-891-3619 (55288-1) (Storm Water Right of Way)

Document Fees: \$149.74

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULESTC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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):

487559 B.C. LTD. (INCORPORATION NO. BC1170338)

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)

PATRICK J. JULIAN

Barrister & Solicitor

19th Floor - 885 West Georgia St.

Vancouver, B.C.

V6C 3H4

604-891-3605

Execution Date

Y	M	D
20	07	31

Transferor(s) Signature(s)

487559 B.C. LTD. by its authorized signatory(ies):

THOMAS 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.

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

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Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

PATRICK J. JULIAN

Barrister & Solicitor

19th Floor - 885 West Georgia St.
Vancouver, B.C.
V6C 3H4
604-891-3605

Y	M	D
20	07	31

487559 B.C. LTD. by its authorized
signatory(ies):_____
THOMAS MEIER_____
CATHERINE A. SCHMIDT

Commissioner for Taking Affidavits in British Columbia

11995 Haney Place
Maple Ridge, B.C.
V2X 6A9
Expires: January 31, 2022

20	08	06
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CITY OF MAPLE RIDGE by its
authorized signatory(ies):_____
MICHAEL MORDEN, MAYOR_____
STEPHANIE NICHOLS, CORPORATE
OFFICER**OFFICER CERTIFICATION:**

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

FORM_E_V25

LAND TITLE ACT
FORM E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-857-210	LOT 1 DISTRICT LOT 399 GROUP 1 NWD PLAN EPP88082
030-857-228	LOT 2 DISTRICT LOT 399 GROUP 1 NWD PLAN EPP88082

LAND TITLE ACT
FORM E

SCHEDULEPAGE 4 OF 14 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over PID: 030-857-228 Lot 2 DL 399 GP1, NWD, Plan EPP88082 Dominant Lands: PID: 030-857-210, Lot 1 DL 399 GP1 NWD Plan EPP88082

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		section 4, page 8

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

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

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

CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, B.C.
V2X 6A9

AND

487559 B.C. LTD. (Incorporation No. BC1170338)
22367 Dewdney Trunk Road
Maple Ridge, B.C.
V2J 3J4

TERMS OF INSTRUMENT - PART 2**STORMWATER MANAGEMENT EASEMENT**

BETWEEN:

487559 B.C. LTD., having an office at 22367 Dewdney Trunk Road,
Maple Ridge, British Columbia V2J 3J4

(in its capacity as the owner of Lot 1, the “**Lot 1 Owner**”)

AND:

487559 B.C. LTD., having an office at 22367 Dewdney Trunk Road,
Maple Ridge, British Columbia V2J 3J4

(in its capacity as the owner of Lot 2, the “**Lot 2 Owner**”)

AND:

THE CITY OF MAPLE RIDGE

(the “**City**”)

WHEREAS:

- A. The Lot 1 Owner is the registered owner of the parcel of land legally described as Parcel Identifier: 030-857-210, Lot 1 District Lot 399 Group 1 New Westminster District Plan EPP88082 (“**Lot 1**”);
- B. The Lot 2 Owner is the registered owner of the parcel of land legally described as Parcel Identifier: 030-857-228, Lot 2 District Lot 399 Group 1 New Westminster District Plan EPP88082 (“**Lot 2**”);
- C. The Lot 2 Owner wishes to grant certain rights and easement to the Lot 1 Owner over Lot 2 in order to provide access for the Lot 1 Owner to operate and maintain the stormwater system located on Lot 2 for the benefit of Lot 1, as described in the Section 219 Covenant registered in the Land Title Office with the immediately preceding registration number (the “**Stormwater Management System**”);
- D. Pursuant to Section 18(5) of the Property Law Act (British Columbia), a registered owner in fee simple may grant to itself a right of way over land that it owns for the benefit of other land that it owns in fee simple;

- E. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the City, may be registered as a charge against the title to that land; and
- F. The City wishes to become a party to this Agreement to ensure that the rights and easement thereby created continue to enure to the benefit of the owner from time to time of Lot 1.

NOW THEREFORE in consideration of the payment of the sum of Ten Dollars (\$10.00) by each of the parties hereto to the other parties hereto, and in consideration of the respective covenants set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Right of Way

- 1.1 Subject to the terms and conditions set out in this Agreement, the Lot 2 Owner hereby grants, transfers and conveys unto the Lot 1 Owner as the respective registered owner of Lot 1, in perpetuity, the non-exclusive, full, and uninterrupted right, license, liberty, privilege, easement and right of way for the Lot 1 Owner, its successors and assigns and its contractors, subcontractors, employees, agents, servants, workmen and permittees, at all times hereafter, by night and by day, at their will and pleasure to, in common with the Lot 1 Owner and all persons now or hereafter having the express or implied permission of the Lot 2 Owner or having a similar right:

- (a) enter over or on Lot 2 (the "**Lot 2 Right of Way Area**"), and:
 - (i) conduct surveys, studies, tests and examinations;
 - (ii) dig up, remove and replace soil; and
 - (iii) construct, install, operate, maintain, clean, alter, renew, inspect and replace the Stormwater Management System as generally shown on the sketch plan attached hereto as Schedule "A".
- (b) bring onto the Lot 2 Right of Way Area all materials and equipment it requires or desires for any of the foregoing purposes; and
- (c) do all acts and things which in the reasonable opinion of the Lot 1 Owner are necessary to the foregoing.

2. Reservations

- 2.1 Notwithstanding the right of way hereinbefore granted, there is hereby reserved to the Lot 2 Owner, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time to grant rights of way in favour of the City or any public utility or authority over the respective parcel or any portion thereof.

3. **Lot 1 Owners' Covenants**

3.1 The Lot 1 Owner will:

- (a) indemnify and save harmless the Lot 2 Owner in respect of any action, cause of action, suit, claim, loss, cost, damage or demand of any kind or nature whatsoever, at law or in equity, arising out of the exercise by it or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests of its or their rights under this Agreement by reason of or with respect to any injury to or death of any person or any damage to or loss of property suffered by the other owner or any other person, except to the extent it is caused by its negligence or wilful misconduct or any person for whose conduct it is responsible;
- (b) maintain the Stormwater Management System in a state of good repair and in accordance with the standards of maintenance required under the covenant registered in favour of the City of Maple Ridge under no. _____;
- (c) be solely responsible for the operation and maintenance of the Stormwater Management System and exercise its rights and carry out its duties or obligations hereunder in a reasonable manner, construct and maintain any works used, constructed or maintained by it in a good and workmanlike manner and use reasonable efforts not to interfere with the reasonable use of Lot 2;
- (d) exercise the utmost care not to damage Lot 2 or any improvements thereon and if it should cause any such damage, restore such damage to Lot 2 or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Lot 2 Owner reasonably deems restoration to the impractical, reimburse the Lot 2 Owner for all damage it has caused but not repaired;
- (e) promptly clean up any rubbish or debris of any kind deposited by it or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests on Lot 2;
- (f) not do, and not permit its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests to do, any act or thing which in the reasonable opinion of the Lot 2 Owner would materially adversely interfere with, injure or impair the operating efficiency or obstruct access to or the use or enjoyment of Lot 2; and
- (g) Prior to the filing of any strata plan with respect to Lot 1, the Lot 1 Owner, at its cost, will arrange for the preparation of an explanatory plan detailing and confirming the specific area of the easement (the "**Easement Area**"), which area the parties confirm shall be the actual area of the Easement Area contemplated by this Covenant. The Lot 1 Owner and the City agree to execute and deliver a modification of this Covenant (in a form and content prepared by the Lot 1 Owner and approved by the City, both parties acting reasonably) for the purpose of giving effect to the actual area of the Easement Area.

4. Section 219 Covenant

- 4.1 Pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Lot 1 Owner and the Lot 2 Owner that the provisions of this Section 4 will be annexed to and run with and be a charge on both Lot 1 and Lot 2, and the Lot 1 Owner and the Lot 2 Owner covenant and agrees with the City with respect to their respective parcels, that, except as otherwise provided hereunder:
- (a) the right of way, covenants and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered or discharged without the prior written consent of the City;
 - (b) the Lot 2 Right of Way Area will not be used for any purpose other than operation and maintenance of the Stormwater Management System, as a fire lane for fire department and other emergency vehicles, and for pedestrian access where authorized under an agreement with the City; and the operation and maintenance of the Stormwater Management System will not be interfered with or obstructed in any way without the advance written permission of the City, which may be withheld in the City's sole discretion; and
 - (c) as an exception to subsection 4.1(b), the Lot 2 Right of Way Area may be used for the installation of underground services by British Columbia Hydro and Power Authority.
- 4.2 The Lot 1 Owner further covenants and agrees with the City as a covenant pursuant to Section 219 of the *Land Title Act* that for so long as any portion of any building on Lot 1 is occupied for any commercial or multi-family residential purpose, the Lot 1 Owner shall take all necessary steps to fully comply with the provisions of this Agreement respecting the use and maintenance of portion of the Stormwater Management System that is on the Lot 2 Right of Way Area.
- 4.3 The Lot 1 Owner, in respect of Lot 1, and the Lot 2 Owner, in respect of Lot 2, hereby release and forever discharge the City of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Lot 1 Owner and the Lot 2 Owner, as applicable in relation to their respective Lots, can or may have against the City for any loss, damage, deprivation or injury, including economic loss, that the Lot 1 Owner or the Lot 2 Owner may sustain or suffer arising out of the restrictions or requirements in this Agreement (including, but not limited to, the Stormwater Management System and restrictions and requirements in relation thereto), or connected with the breach of any covenant in the Agreement.
- 4.4 The Lot 1 Owner, in respect of Lot 1, and the Lot 2 Owner, in respect of Lot 2, agree to indemnify and save harmless the City from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of Lot 1 or Lot 2, as applicable, or by a person who has an interest in or comes onto Lot 1 or Lot 2, as applicable, or by anyone who suffers loss of life or injury to his or her person or property, or whatsoever which anyone has or may have against the City or which the City incurs as a result of any loss, damage, deprivation or injury, including economic loss, arising out of the restrictions or requirements in this Agreement (including, but not limited to,

the Stormwater Management System easement and restrictions and requirements in relation thereto), or connected with the breach of any covenant in this Agreement.

5. Miscellaneous

- 5.1 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations hereunder.
- 5.2 This Agreement will be construed as running with and being a burden upon Lot 2, but no part of the fee of the soil thereof will pass to or be vested in the Lot 1 Owner under or by this Agreement and if Lot 2 is further subdivided then the right of way herein granted will continue to run with and bind each subdivided parcel thereof. This Agreement will be for the benefit of the Lot 1 Owner and every parcel into which Lot 1 may be subdivided, by strata plan or otherwise, and the parties hereby acknowledge and agree that each parcel may be so subdivided and that this Agreement will remain in full force and effect.
- 5.3 The covenants of the Lot 1 Owner and the Lot 2 Owner contained herein will be personal and binding upon each owner only during its respective ownership of any interest in the respective parcel but Lot 1 and Lot 2 will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of each owner in the respective Lot 1 or Lot 2, the owner of the respective Lot 1 or Lot 2 will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and performed in respect of the respective Lot 1 or Lot 2, from the time of such transfer.
- 5.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 5.5 Whenever it is required or desired that either party serve a notice on the other, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been served personally; or
 - (b) on the date received or on the sixth day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for the Lot 1 Owner, the Lot 2 Owner or on title to Lot 1 or Lot 2 in the records of the applicable Land Title Office for that party or to whatever address the parties from time to time in writing notify the other or otherwise agree to.
- 5.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 5.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

5.8 This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns notwithstanding any rule of law or equity to the contrary.

5.9 Nothing in this Agreement will be interpreted so as to restrict or prevent any owner from using its respective parcel in any manner which does not unreasonably interfere with the exercise by the other owner respectively of the right of way hereby granted.

6. Severability

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

7. Governing Law

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

8. Binding Effect

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

9. Sale of Parcel

9.1 Except for the sale of strata lots created by the deposit of a Strata Plan, not sell or transfer, directly or indirectly, any legal or beneficial interest in Lot 1 or Lot 2 unless, as a condition thereof and prior thereto, the Lot 1 Owner or the Lot 2 Owner causes the purchaser or transferee (including, without limitation, any Strata Corporation but excluding any individual strata lot purchaser) 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 Lot 1 Owner or Lot 2 Owner hereunder from and after the effective date of the sale or transfer. For greater certainty, if a parcel is subdivided by way of Strata Plan under the *Strata Property Act*, the owner of such parcel shall cause the Strata Corporation for such Strata Plan to assume the obligations of such owner under this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties.

11. Further Assurances

- 11.1 The parties hereto will do and cause to be done all things and execute or cause to be executed all documents and give such further assurances which may be necessary to give proper effect to the intent of this Agreement, including, without limitation, entering into a modification, partial surrender or replacement to this Agreement if a plan is prepared by a qualified land surveyor showing that portion of Lot 2 that is the Lot 1 Right of Way Area, all at the cost of the Lot 1 Owner.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

SCHEDULE "A"

