

HOME SITES AT RODGERS CREEK LANE

INFORMATION STATEMENT

January 15, 2019

This Information Statement relates to an offering by Ancore Developments Ltd. (the “**Developer**”) for the sale of certain residential building lots (the “**Subdivided Lots**”) in a development known as “Home Sites at Rodgers Creek Lane” (the “**Development**”) to be constructed on certain lands and premises located at 2823 to 2895, Rodgers Creek Lane in West Vancouver, British Columbia.

DEVELOPER

Name:	Ancore Developments Ltd.
Business Address:	938 West Broadway Vancouver, B.C. V5Z 1K7
Address for Service:	2800-650 West Georgia Street Vancouver, B.C. V6B 4N7

DISCLAIMER

THIS INFORMATION STATEMENT SUMMARIZES CERTAIN INFORMATION RELATING TO THE DEVELOPMENT AND IS PROVIDED BY THE DEVELOPER TO THE PURCHASERS FOR CONVENIENCE AND INFORMATION PURPOSES ONLY. THE OFFER TO PURCHASE AND AGREEMENT OF SALE SIGNED BY THE DEVELOPER AND A PURCHASER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN RESPECT OF THE SUBDIVIDED LOT AND THE DEVELOPMENT.

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1. GENERAL DESCRIPTION

1.1 General Description of the Development

The Development will include 21 Subdivided Lots (individually defined in Exhibit B hereto), all of which are being marketed by the Developer. It is anticipated that, following completion of the sale of each of the Subdivided Lots to individual purchasers, the Subdivided Lots will be developed by such purchasers to include residential dwellings with related improvements.

1.2 Permitted Uses

The zoning applicable to the Lands (as defined in section 3.1) is Comprehensive Development Zone 3 (Rodgers Creek) which permits the use of the Subdivided Lots for residential purposes. A copy of an excerpt from the applicable zoning bylaw is attached hereto as Exhibit A. The only restrictions on the use of the Subdivided Lots are those imposed by any applicable laws, including, without limitation, the zoning bylaws of the District of West Vancouver (the “**District**”) and any charges registered or to be registered against the Lands, as more particularly described in sections 3.3 and 3.4.

1.3 Building Construction

Purchasers may enter into a project management agreement or construction agreement with the Developer or an affiliate thereof, on the Developer’s or its affiliate’s standard form, for the construction of residential dwellings on the Subdivided Lots. A building permit from the District will be required for the construction of any improvements on the Subdivided Lots.

2. SERVICING INFORMATION

2.1 Utilities and Services

The following utilities and services either are or will be installed to the lot line of each of the Subdivided Lots at the expense of the Developer:

(a) *Water*

Water is provided by the District. The installation of water services to the Subdivided Lots has been undertaken by the Developer.

(b) *Electricity*

Electricity is provided by the British Columbia Hydro and Power Authority (“**BC Hydro**”). The installation of electrical services to the Subdivided Lots has been undertaken by the Developer and BC Hydro.

(c) *Sewerage*

Sewerage is provided by the District. The installation of sewer services to the Subdivided Lots has been undertaken by the Developer.

(d) *Natural Gas*

Natural gas is provided by FortisBC Energy Inc. ("**FortisBC**"). The installation of natural gas services to the Subdivided Lots will be undertaken by FortisBC.

(e) *Fire Protection*

Fire hydrants have been installed by the Developer within the Development pursuant to the requirements of the District.

(f) *Telecommunications*

Telecommunications facilities will be provided by service providers selected by the Developer. Installation of such services will be undertaken by the Developer and the respective service providers.

(g) *Access*

Access to the Development will be from the 2800 Block of Chippendale Road in West Vancouver, British Columbia.

The Developer is responsible for obtaining all permits and/or approvals for the above-noted utilities and services from the applicable authority, including but not limited to, a subdivision servicing agreement with the District and servicing agreements with utility providers, if applicable.

It is the responsibility of each purchaser of a Subdivided Lot to apply to the applicable authority for the delivery of water, electricity, sewer, natural gas, telecommunications (including telephone, cable, television, and internet) services from the lot line of a Subdivided Lot to the residential dwelling located thereon, and to pay for any applicable hook-up fee to the applicable authority.

3. TITLE AND LEGAL MATTERS

3.1 Legal Description

The Development will be constructed on certain lands and premises located in West Vancouver, British Columbia and legally described in Exhibit B attached hereto (collectively, the "**Lands**").

A copy of the Subdivision Plan in respect of the Lands is attached hereto as Exhibit C.

3.2 Ownership

The Developer is the registered owner of the Lands. The Developer holds legal title to the Lands for and on behalf of 0994308 B.C. Ltd., K & K Investments Inc. and Luc Developments Inc. (collectively, the "**Beneficial Owners**") as nominee, agent and bare trustee. The Developer has the authority to enter into contracts of purchase and sale and to enter into, or to cause an affiliate of the Developer to enter into, project management agreements or construction agreements with purchasers in respect of the Subdivided Lots on behalf of the Beneficial Owners.

Edward Wong, one of the directors of the Developer and one of the directors of the Beneficial Owners, is the licensed managing broker of Edward Wong & Associates Realty Inc.

3.3 Existing Encumbrances and Legal Notations

The Lands are subject to the legal notations, charges and encumbrances as more particularly described in Exhibit D attached hereto.

Discharge of Certain Registered Encumbrances

CMCC Mortgage Capital (BC) Corporation (“**CMCC**”) will provide a partial discharge of the mortgage and assignment of rents described in Items 26, 27, 31 and 32 of Exhibit D, insofar as they pertain to any particular Subdivided Lot, prior to or within a reasonable time following the completion of the sale of such Subdivided Lot.

1018279 B.C. Ltd. will provide a partial discharge of the mortgage described in Items 28 and 33 of Exhibit D, insofar as it pertains to any particular Subdivided Lot, prior to or within a reasonable time following the completion of the sale of such Subdivided Lot.

3.4 Proposed Encumbrances

There are no further encumbrances, covenants, or liens proposed or anticipated to be registered or filed against the title to the Lands, save and except for:

- (a) an easement in favour of adjacent property owners, substantially in the form attached hereto as Exhibit E, regarding: (i) the installation of underpinning, anchor rods or other support structures below the surface of the Subdivided Lots in order to facilitate construction on such adjoining properties, support for such properties during and after such construction and the ability to have the boom of any crane used during the course of construction on such properties pass through the air space above the Subdivided Lots; (ii) pedestrian and vehicular access across the Subdivided Lots to the adjacent properties during the course of construction of the Development; (iii) allowing adjacent property owners to enter upon the Subdivided Lots, with or without vehicles, machinery and equipment, as is reasonably necessary for the purposes of excavating the adjacent properties and constructing and repairing improvements on the adjacent properties, including, without limitation: (A) erecting construction fences, hoarding, barriers and gates separating the Subdivided Lots and the adjacent properties and obstructing access from the Subdivided Lots to the works and improvements constructed on the adjacent properties; (B) altering, removing, repairing and replacing existing landscaping and other works and improvements within the adjacent properties; and (C) interrupting vehicular and pedestrian access through portions of the Subdivided Lots during the course of construction; (iv) allowing adjacent property owners to: (A) enter upon the Subdivided Lots to construct, repair and operate certain utility works for the purpose of conveying, draining, containing, metering or disposing of water, gas, sewage, liquid waste, electrical energy, communication services or any other utility services or any of them; (B) bring onto the Subdivided Lots all supplies, materials, equipment and machinery reasonably required for any of the foregoing purposes; and (v) acknowledging that the excavation of the adjacent properties and the construction of structures, improvements and works thereon will involve ongoing

noise, dirt, dust, vibrations, blockage of light and views and other activities normally associated with construction projects, all of which may adversely affect the Subdivided Lots and the use and enjoyment thereof by owners and occupants thereof;

- (b) one or more easements in favour of adjacent property owners relating to the construction, maintenance, replacement and repair of one or more partition retaining walls and certain cost sharing obligations relating thereto substantially in the form attached hereto as Exhibit F and on or about the locations depicted in the design drawings of the partition retaining walls prepared by Ekistics Architecture (the “**Retaining Wall Plans**”) attached hereto as Exhibit H;
- (c) one or more reciprocal easements between adjacent property owners relating to the construction, maintenance, replacement and repair of one or more reciprocal partition retaining walls and certain cost sharing obligations relating thereto substantially in the form attached hereto as Exhibit G and on or about the locations depicted in the Retaining Wall Plans attached hereto as Exhibit H ;
- (d) one or more easements in favour of a neighbouring property owner relating to the construction, maintenance, replacement and repair of one of more boundary retaining walls bordering the north and south boundaries of the Development and certain cost sharing obligations relating thereto substantially in the form attached hereto as Exhibit I and on or about the locations depicted in the sketch plans of such boundary retaining walls in the Development prepared by Ekistics Architecture attached hereto as Exhibit J;
- (e) an option to purchase in favour of the Developer (or an affiliate), substantially in the form attached hereto as Exhibit K, exercisable in the event that the Purchaser fails to obtain an occupancy permit within five years from the date of completion of the purchase of the Subdivided Lot;
- (f) at the discretion of the Developer, an amendment to Covenant CA4656985 (as more particularly described in item 50 of Exhibit E hereto) whereby part of the aggregate permitted density in respect of Subdivided Lot 32 will be transferred to Lot 1 and/or Lot 19 (each as defined in section 5.2(c)); and
- (g) any and all such rights of way, easements, restrictive covenants, dedications and other rights, restrictions or agreements required by the District, BC Hydro, Shaw Cable systems Limited, Telus Communications Inc., FortisBC, the Province of British Columbia or any other applicable governmental authority or public or private utility or other entity (which may be related to the Developer) with respect to the provision of utilities to the Development or deemed necessary or advisable by the Developer in connection with the Development.

4. APPROVALS

4.1 Development Approval

- (a) Development Permit No. 16-055 (the “**Development Permit**”) was approved for the Lands by the Council of the District on February 19, 2018 and notice of this permit is registered as a legal notation against title to the Subdivided Lots under

number CA6709137 in the LTO. The Development Permit establishes certain restrictions on the construction of improvements on the Subdivided Lots and the use thereof. A building permit for a Subdivided Lot will not be issued to the Purchaser unless the Purchaser complies with the requirements of the Development Permit, in particular, the architectural design requirements attached as Schedule B to the Development Permit (see <https://ekisticsarchitecture.sharefile.com/d-s2cfd404554bf59>);

- (b) The Developer has deposited with the District certain security required under the *Local Government Act* (British Columbia) related to the servicing of the Subdivided Lots. The Developer has substantially completed the servicing of the Subdivided Lots in accordance with the requirements of the District, and is solely entitled to the return of the security held by the District in respect thereof.

5. MISCELLANEOUS

5.1 Deposits

All deposits and other monies received from a purchaser of a Subdivided Lot will be held in trust by the Developer's lawyers, Terra Law Corporation. The interest, if any, accrued on the deposits will be for the account of and payable to the Developer.

5.2 Other Material Facts

(a) *Marketing by Developer*

Following the completion of the sale of the Subdivided Lots, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Development and any Subdivided Lots owned or leased by the Developer, including maintaining display suites, other display areas, landscaping, parking areas and signage and permitting public access to the same. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with such marketing and sales activities. The Developer also reserves the right to place signage in and around any unsold Subdivided Lots for the duration of the marketing program.

In addition to the above, the Developer may construct and maintain a presentation centre on a lot in close proximity to the Lands, and may construct and maintain one or two display homes within the Development, which presentation centre and display homes shall be open to the public.

The Developer will act reasonably in exercising such rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the owners of the Subdivided Lots.

(b) *Continuing Construction*

The Development is part of a multi-stage development which, upon completion, is currently expected to consist of a number of Subdivided Lots with residential

dwellings located thereon. Purchasers of Subdivided Lots should be aware that the construction of such dwellings within the Development, or within portions of the lands adjacent to, or in the vicinity of, the Development, will be carried out after the completion of the sale of the Subdivided Lots. The construction of such dwellings will involve noise, dirt, dust, vibrations, presence of construction vehicles, machinery and activities normally associated with construction projects.

(c) *Transfer of Density*

The Developer reserves the right, in its sole discretion, to re-allocate part of the aggregate permitted density in respect of Subdivided Lot 32 to one or more properties located in the vicinity of the Development and legally described as Lot 1, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Lot 1**") and/or Lot 19, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Lot 19**").

EXHIBIT A
DISTRICT OF WEST VANCOUVER ZONING BYLAW EXCERPT

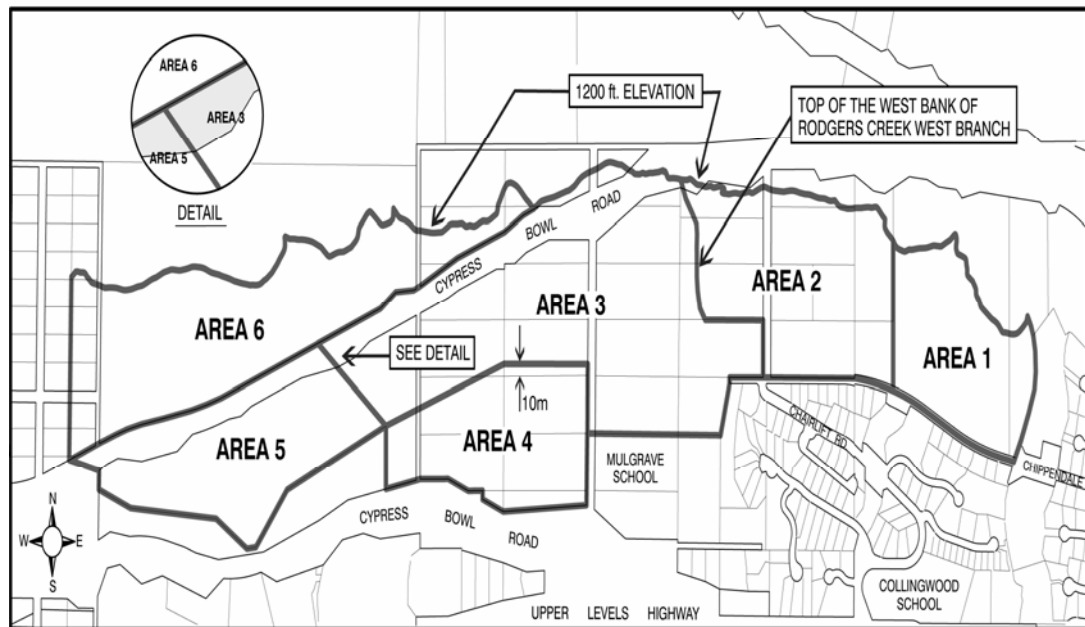
See attached.

603– CD3 (Rodgers Creek)

AMENDING
BYLAW

SECTION REGULATION

603.01 Map



603.02 Permitted Uses

- 1) **Areas 1 and 2:**
 - a) accessory uses
 - b) child care (Rodgers)
 - c) civic use
 - d) cluster housing
 - e) community care
 - f) home based business
 - g) keeping of not more than 2 lodgers in a dwelling unit
 - h) secondary suites
 - i) single family dwellings
 - j) two family dwellings

2) Areas 3 and 4:

- a) accessory uses
- b) apartment
- c) child care (Rodgers)
- d) civic use
- e) cluster housing
- f) community care
- g) home based business
- h) keeping of not more than two lodgers in a dwelling unit
- i) secondary suites
- j) single family dwellings
- k) two family dwellings

3) Area 5:

- a) accessory uses
- b) apartment
- c) child care (Rodgers)
- d) civic use
- e) cluster housing
- f) community care
- g) home based business
- h) keeping of not more than two lodgers in a dwelling unit
- i) neighbourhood recreation facility

4) Area 6:

- a) accessory uses
- b) apartment
- c) child care (Rodgers)
- d) civic use
- e) cluster housing
- f) community care
- g) home based business
- h) keeping of not more than two lodgers in a dwelling unit
- i) neighbourhood recreation facility

- j) secondary suites
- k) single family dwellings
- l) two family dwellings

603.03 Conditions of Use

- 1) Each Area of the CD3 zone shall meet the following minimum and maximum unit type requirements:

AREA	UNIT TYPE	MINIMUM PERCENTAGE WITHIN THE AREA	MAXIMUM PERCENTAGE WITHIN THE AREA
Area 1	Single Family Dwelling	No Minimum Percentage	45%
Area 2	Single Family Dwelling	No Minimum Percentage	45%
Area 3	Single Family Dwelling	No Minimum Percentage	65%
	Apartment	20%	30%
Area 4	Single Family Dwelling	No Minimum Percentage	25%
	Apartment	50%	65%
Area 5	Apartment	90%	100%
Area 6	Single Family Dwelling	No Minimum Percentage	10%
	Apartment	75%	90%

- 2) Apartments in each Area of the CD3 Zone shall have unit floor areas as follows:

AREA	APARTMENT UNIT FLOOR AREAS	MINIMUM PERCENTAGE WITHIN AREA
Area 3	Dwelling units of 93 square metres or less in floor area	30%
Area 4	Dwelling units of 93 square metres or less in floor area	30%
Area 5	Dwelling units of 93 square metres or less in floor area	30%
	Dwelling units of more than 93 square metres and less than 195 square metres in floor area	45%
Area 6	Dwelling units of 93 square metres or less in floor area	30%
	Dwelling units of more than 93 square metres and less than 195 square metres. in floor area	45%

- 3) For purposes of Section 603.03(2), 'unit floor area' shall mean the dwelling unit area:
- a) including solariums, enclosed balconies, storage and laundry areas within a unit; and
 - b) excluding:
 - i) required parking and parking access areas;
 - ii) common hallways, elevator shafts and stairwells;
 - iii) mechanical equipment and maintenance rooms intended to service the entire building;
 - iv) exterior steps; and
 - v) similar common areas
- 4) Single and two family lots shall have a lot depth that does not exceed 3 times the lot width

- 5) Every lot in any proposed subdivision on land zoned CD3 shall have not less than 10% of its perimeter fronting on a street, except that in accordance with the *Local Government Act*, as amended, the Approving Officer may waive this requirement

603.04 Density

- 1) For the purposes of Section 603.04, the following definitions shall apply:
 - a) for single family and two family dwellings, 'floor area' shall mean the total projected area of all storeys and attics of the principal building and all accessory buildings measured to the outside of the exterior walls of the building, excluding:
 - i) any area used for the storage of vehicles up to but not exceeding a total floor area of 41 square metres per dwelling unit;
 - ii) accessory buildings, in addition to vehicle storage buildings, up to but not exceeding a total floor area of 22.5 square metres per dwelling unit;
 - iii) mechanical rooms located in a basement;
 - iv) elevator shafts and stairwells in a basement;
 - v) those portions of the uppermost storey and/or attic where the vertical distance from the floor or top of the joists of the ceiling of the storey below, to the exterior of the roof above, does not exceed 1.7 metres, or where the space contained is rendered unusable and impassable by a truss or similar system or roof design required structurally so that it cannot be subsequently removed;
 - vi) any other enclosed area with a vertical clear height of less than 1.2 metres, measured from the underside of the joists or trusses of the storey above to the structural floor; and

- vii that portion of an open balcony or open terrace beneath a roof overhang that is less than 6% of total floor area, subject to a maximum exclusion from floor area of 28 square metres
 - b) for cluster housing and apartments, 'floor area' shall have the meaning ascribed to it in Section 120.21 except that solariums and enclosed balconies shall be included in floor area;
 - c) 'lot area' shall mean the total horizontal area of land within the boundary of a lot excluding any portion of a lot where the width is less than 6 metres; and
 - d) 'Floor Area Ratio' shall mean the figure obtained by dividing the floor area by lot area
- 2) The maximum total floor area and maximum total number of dwelling units permitted in each Area of the CD3 Zone shall be as follows:

AREA	MAXIMUM TOTAL FLOOR AREA	MAXIMUM TOTAL DWELLING UNTIS
Area 1	12,449 square metres	29
Area 2	15,115.5 square metres	40
Area 3	29,125 square metres	86
Area 4	22,724 square metres	88
Area 5	44,426 square metres.	224
Area 6	50,409 square metres	269
Totals	174,249 square metres	736

- 3) Despite Section 603.04 (2), the maximum total floor area in either Area 1 or 2 of the CD3 zone may be increased by up to 5%, provided that the aggregate floor area in Areas 1 and 2 does not exceed 27,564.5 square metres

- 4) Despite Section 603.04 (2), the maximum total floor area in either Area 5 or 6 of the CD3 zone may be increased by up to 5%, provided that the aggregate floor area in Areas 5 and 6 does not exceed 94,835 square metres; and the maximum total number of dwelling units in either Area 5 or 6 of the CD3 zone may be increased by up to 10%, provided that the aggregate number of dwelling units in Areas 5 and 6 does not exceed 493 dwelling units
- 5) The maximum Floor Area Ratio (FAR) on any individual lot shall be:
 - a) 0.45 on a lot used for a two family dwelling;
 - b) 0.45 on a lot of 669 square metres or less in area and used for a single family dwelling;
 - c) 0.40 on a lot of more than 669 square metres and less than 1,022 square metres in area and used for a single family dwelling; and
 - d) 0.35 on a lot of 1022 square metres or more used for a single family dwelling
- 6) No owner may subdivide any lot in the CD3 zone unless, concurrently with the subdivision, the owner grants to the District a covenant under Section 219 of the *Land Title Act* restricting the use of the lots being created and the construction of buildings and structures on the lots such that the regulations contained in this bylaw in respect of the CD3 zone are made applicable to the individual lots created by the subdivision in a manner satisfactory to the District

603.05 Site Coverage

- 1) Site Coverage for buildings and structures, excluding underground parking structures, shall be limited to the following maximums and shall be calculated using 'lot area' as defined in Section 603.04:

USE	SITE COVERAGE
Apartment Building	35%
Cluster Housing	35%
Single Family Dwelling on lots of 669 square metres. or less in area	35%
Single Family Dwelling on lots of more than 669 square metres. and less than 1022 square metres. in area	30%
Single Family Dwelling on lots of 1022 square metres. or more in area	25%
Two Family Dwelling	40%

For all uses, not more than 60% of a lot may be covered by buildings, structures and materials that are not occurring naturally on the lot

603.06 Height

- No building or structure shall exceed the following height maximums:
- 1)

AREA	HOUSING TYPE	MAXIMUM HEIGHT
Areas 1 and 2	Single and Two Family Dwellings	7.62 m
	Cluster Housing	10.67 m
Area 3	Single and Two Family Dwellings	7.62 m
	Cluster Housing	10.67 m
	Apartment Building	18.9 m and 6 storeys
Area 4	Single and Two Family Dwellings	7.62 m
	Cluster Housing	10.67 m
	Apartment Building	25.6 m and 8 storeys
Area 5	Apartment Building	37.19 m and 12 storeys
Area 6	Single and Two Family Dwellings	7.62 m
	Cluster Housing	10.76 m
	Apartment Building	37.19 m and 12 storeys

603.07 Highest Building Face

- 1) For single and two family buildings, the highest building face envelope shall not exceed 6.7 metres in height, and no portion of the building shall project outside of the envelope except eaves, decks, decorative features such as flying beams and the pitched roof portion of either gable ends or dormers

603.08 Yards

1) Yard minimums shall be as follows:

USE	YARD MINIMUM	
Apartment	Front Yard: Rear Yard: Each Side Yard:	6 metres 7.6 metres 6 metres
Cluster Housing	Front Yard: Rear Yard: Each Side Yard:	7.6 metres 7.6 metres 6 metres
Single Family on lots of 669 square metres or less in area	Front Yard: Rear Yard: Side Yard:	4.5 metres, except where a garage faces the street the yard in front of the garage shall be a minimum 7.6 metres. 7.6 metres shall comply with the provisions of Section 251.09
Single Family on lots of more than 669 square metres in area	Front Yard:	4.5 metres, except where a garage faces the street the yard in front of the garage shall be a minimum 7.6 metres.
Two Family Dwelling	Rear Yard: Side Yard:	12.2 metres shall comply with the provisions of Section 251.09

2) Side yards are not required on that portion of a lot that is occupied by a single family dwelling attached to another single family dwelling on an adjacent lot by a common or party wall, provided that any other required side yard is provided in accordance with Section 251.07

603.09 Off-Street Parking and Bicycle Storage

- 1) Off-street parking shall be provided as follows:

USE	PARKING RATIO
Apartment and Cluster	A maximum 2 parking spaces per dwelling unit, excluding visitor parking
Apartment	A minimum 1 parking space for every dwelling unit of 70 square metres or less in unit floor area; and
	A minimum 1.5 parking spaces for every dwelling unit more than 70 square metres in unit floor area; and
	Parking designed and designated as visitor parking that is equal to at least 20% of the total number of dwelling units
Cluster Housing	A minimum 1.5 parking spaces per dwelling unit, plus parking designed and designated as visitor parking that is equal to at least 20% of the total number of dwelling units
Single Family Dwelling	A minimum 1 parking space per dwelling unit
Two Family Dwelling	

- 2) Required off-street parking, excluding visitor parking, shall be provided within a building or an underground structure
- 3) Off-street parking shall be provided in accordance with Section 142
- 4) For cluster housing and apartments, secure bicycle storage space shall be provided equivalent to a minimum of 2 storage spaces per dwelling unit

603.10 Garbage and Recycling Handling Facilities

- 1) Each apartment use shall provide a common facility for garbage containers and passive recycling containers that shall:
 - a) be of sufficient size to meet the following minimum standards: 1 garbage container for every 20 units, based on a 3.1 cubic metre container size; 1 recycling cart for every 10 units; and 1 cardboard container for every 40 units, based on a 3.1 cubic metre container size;
 - b) be accessible by collection vehicles; and
 - c) be enclosed within a building or structure

603.11 Landscaping and Screening

- 1) All portions of the site that are not occupied by buildings, parking areas, driveways or pedestrian ways shall be landscaped and this landscaping shall be maintained

EXHIBIT B
LEGAL DESCRIPTIONS OF THE LANDS

1. PID: 029-690-561, Lot 21, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 21"**)
2. PID: 029-690-587, Lot 22, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 22"**)
3. PID: 029-690-595, Lot 23, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 23"**)
4. PID: 029-690-609, Lot 24, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 24"**)
5. PID: 029-690-617, Lot 25, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 25"**)
6. PID: 029-690-625, Lot 26, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 26"**)
7. PID: 029-690-633, Lot 27, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 27"**)
8. PID: 029-690-641, Lot 28, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 28"**)
9. PID: 029-690-650, Lot 29, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 29"**)
10. PID: 029-690-668, Lot 30, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 30"**)
11. PID: 029-690-676, Lot 31, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 31"**)
12. PID: 029-690-684, Lot 32, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 32"**)
13. PID: 029-690-692, Lot 33, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 33"**)
14. PID: 029-690-706, Lot 34, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 34"**)
15. PID: 029-690-714, Lot 35, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 35"**)
16. PID: 029-690-722, Lot 36, District Lot 816, Group 1, New Westminster District, Plan EPP25820 (**"Subdivided Lot 36"**)

17. PID: 029-690-731, Lot 37, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Subdivided Lot 37**")
18. PID: 029-690-749, Lot 38, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Subdivided Lot 38**")
19. PID: 029-690-757, Lot 39, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Subdivided Lot 39**")
20. PID: 029-690-765, Lot 40, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Subdivided Lot 40**")
21. PID: 029-690-773, Lot 41, District Lot 816, Group 1, New Westminster District, Plan EPP25820 ("**Subdivided Lot 41**")

EXHIBIT C SUBDIVISION PLAN

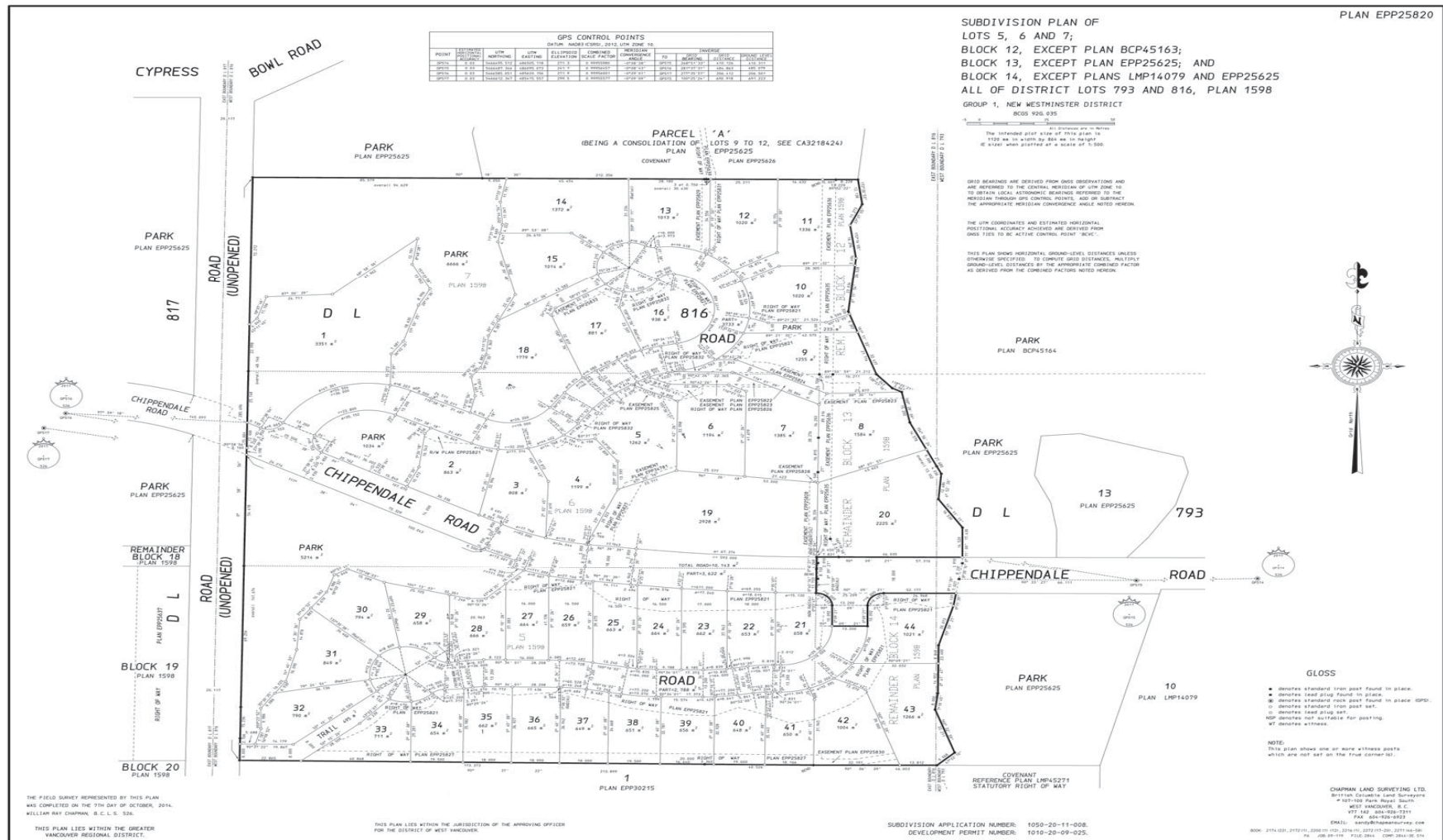


EXHIBIT D

SUMMARY OF LEGAL NOTATIONS, CHARGES, AND ENCUMBRANCES

The following is a summary of legal notations and charges, liens and interests registered against title to the Lands as of November 6, 2018.

The summary is provided to prospective purchasers for convenience and informational purposes only, error and omissions are excepted, and no warranties and representations to purchasers are made or to be construed or implied regarding the Subdivided Lots or matters in connection with the Subdivided Lots. Purchasers are responsible for carrying out their own full due diligence in connection with the Subdivided Lots and the Lands, in general and specifically. Purchasers should refer to the actual charges with their legal advisors for review of full terms set out in the documents. To the extent that charges and agreements on title to the Lands described in this summary contain rights of and obligations by owners of lots which are not part of the Lands, same is included for context purposes.

DEFINED TERMS:

"1018279"	1018279 B.C. Ltd.
"Block 14"	Block 14 District Lots 793 and 816 Plan 1598 Except Plans LMP14079 and EPP25625
"Lot 13 Plan EPP25625"	Lot 13 District Lots 793 and 816 Group 1 New Westminster District Plan EPP25625
"District"	The Corporation of the District of West Vancouver
"Lot 5 Owner"	Owner owning the Lands with a former legal description: Lot 5 District Lots 793 and 816 Plan 1598
"Lot 6 Owner"	Owner owning the Lands with a former legal description: Lot 6 District Lots 793 and 816 Plan 1598
"Parcel A"	Parcel A (Being a Consolidation of Lots 9 to 12, See CA3218424) District Lot 816 Group 1 New Westminster District Plan EPP25625

* All other terms used herein shall have the meaning ascribed to them in the Information Statement.

CHARGE SUMMARY			
	Legal Notation	Lots showing Legal Notation	Summary
1.	This Title May be Affected by a Permit Under Part 26 of the Local Government Act, See BB4029140	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	The lands and premises on the Subdivided Lots are subject to Development Permit No. 1010-20-09-025 issued September 19, 2011 by the District. No expiry date for the development permit is indicated. We have not reviewed the development permit for the purposes of this title summary.

2.	Hereto is Annexed Restrictive Covenant CA4657029 over Lot 21 Plan EPP25820	22	Subdivided Lot 22 is a beneficiary of a Restrictive Covenant over Subdivided Lot 21 . See comments regarding Restrictive Covenant CA4657029 (Subdivided Lot 21).
3.	Hereto is Annexed Restrictive Covenant CA4657031 over Lot 22 Plan EPP25820	21, 23	Subdivided Lots 21 and 23 are beneficiaries of a Restrictive Covenant over Subdivided Lot 22 . See comments regarding Restrictive Covenant CA4657031 (Subdivided Lot 22).
4.	Hereto is Annexed Restrictive Covenant CA4657033 over Lot 23 Plan EPP25820	22, 24	Subdivided Lots 22 and 24 are beneficiaries of a Restrictive Covenant over Subdivided Lot 23 . See comments regarding Restrictive Covenant CA4657033 (Subdivided Lot 23).
5.	Hereto is Annexed Restrictive Covenant CA4657035 over Lot 24 Plan EPP25820	23, 25	Subdivided Lots 23 and 25 are beneficiaries of a Restrictive Covenant over Subdivided Lot 24 . See comments regarding Restrictive Covenant CA4657035 (Subdivided Lot 24).
6.	Hereto is Annexed Restrictive Covenant CA4657037 over Lot 25 Plan EPP25820	24, 26	Subdivided Lots 24 and 26 are beneficiaries of a Restrictive Covenant over Subdivided Lot 25 . See comments regarding Restrictive Covenant CA4657037 (Subdivided Lot 25).
7.	Hereto is Annexed Restrictive Covenant CA4657039 over Lot 26 Plan EPP25820	25, 27	Subdivided Lots 25 and 27 are beneficiaries of a Restrictive Covenant over Subdivided Lot 26 . See comments regarding Restrictive Covenant CA4657039 (Subdivided Lot 26).
8.	Hereto is Annexed Restrictive Covenant CA4657041 over Lot 27 Plan EPP25820	26, 28	Subdivided Lots 26 and 28 are beneficiaries of a Restrictive Covenant over Subdivided Lot 27 . See comments regarding Restrictive Covenant CA4657041 (Subdivided Lot 27).
9.	Hereto is Annexed Restrictive Covenant CA4657043 over Lot 28 Plan EPP25820	27, 29, 30	Subdivided Lots 27, 29 and 30 are beneficiaries of a Restrictive Covenant over Subdivided Lot 28 . See comments regarding Restrictive Covenant CA4657054 (Subdivided Lot 28).
10.	Hereto is Annexed Restrictive Covenant CA4657045 over Lot 29 Plan EPP25820	28, 30	Subdivided Lots 28 and 30 are beneficiaries of a Restrictive Covenant over Subdivided Lot 29 . See comments regarding Restrictive Covenant CA4657045 (Subdivided Lot 29).
11.	Hereto is Annexed Restrictive Covenant CA4657049 over Lot 31 Plan EPP25820	26, 27, 28, 29, 30	Subdivided Lots 26-30 are beneficiaries of a Restrictive Covenant over Subdivided Lot 31 . See comments regarding Restrictive Covenant CA4657049 (Subdivided Lot 31).
12.	Hereto is Annexed Restrictive Covenant CA4657051 over Lot 32 Plan EPP25820	24, 25, 26, 27, 28, 29, 30, 31	Subdivided Lots 24-31 are beneficiaries of a Restrictive Covenant over Subdivided Lot 32 . See comments regarding Restrictive Covenant CA4657051 (Subdivided Lot 32).

13.	Hereto is Annexed Restrictive Covenant CA4657053 over Lot 33 Plan EPP25820	24, 25, 26, 27, 28, 29, 30, 31, 32	Subdivided Lots 24-32 are beneficiaries of a Restrictive Covenant over Subdivided Lot 33 . See comments regarding Restrictive Covenant CA4657053 (Subdivided Lot 33).
14.	Hereto is Annexed Restrictive Covenant CA4657055 over Lot 34 Plan EPP25820	23, 24, 25, 26, 27, 28, 29, 30, 31, 32	Subdivided Lots 23-32 are beneficiaries of a Restrictive Covenant over Subdivided Lot 34 . See comments regarding Restrictive Covenant CA4657055 (Subdivided Lot 34).
15.	Hereto is Annexed Restrictive Covenant CA4657057 over Lot 35 Plan EPP25820	22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32	Subdivided Lots 22-32 are beneficiaries of a Restrictive Covenant over Subdivided Lot 35 . See comments regarding Restrictive Covenant CA4657057 (Subdivided Lot 35).
16.	Hereto is Annexed Restrictive Covenant CA4657059 over Lot 36 Plan EPP25820	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32	Subdivided Lots 21-32 are beneficiaries of a Restrictive Covenant over Subdivided Lot 36 . See comments regarding Restrictive Covenant CA4657059 (Subdivided Lot 36).
17.	Hereto is Annexed Restrictive Covenant CA4657061 over Lot 37 Plan EPP25820	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31	Subdivided Lot 21-31 are beneficiaries of a Restrictive Covenant over Subdivided Lot 37 . See comments regarding Restrictive Covenant CA4657061 (Subdivided Lot 37).
18.	Hereto is Annexed Restrictive Covenant CA4657063 over Lot 38 Plan EPP25820	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31	Subdivided Lots 21-31 are beneficiaries of a Restrictive Covenant over Subdivided Lot 38 . See comments regarding Restrictive Covenant CA4657063 (Subdivided Lot 38).
19.	Hereto is Annexed Restrictive Covenant CA4657065 over Lot 39 Plan EPP25820	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31	Subdivided Lots 21-31 are beneficiaries of a Restrictive Covenant over Subdivided Lot 39 . See comments regarding Restrictive Covenant CA4657065 (Subdivided Lot 39).
20.	Hereto is Annexed Restrictive Covenant CA4657067 over Lot 40 Plan EPP25820	21, 22, 23, 24, 25, 26, 27, 28	Subdivided Lots 21-28 are beneficiaries of a Restrictive Covenant over Subdivided Lot 40 . See comments regarding Restrictive Covenant CA4657067 (Subdivided Lot 40).
21.	Hereto is Annexed Restrictive Covenant CA4657069 over Lot 41 Plan EPP25820	21, 22, 23, 24, 25, 26, 27	Subdivided Lots 21-27 are beneficiaries of a Restrictive Covenant over Subdivided Lot 41 . See comments regarding Restrictive Covenant CA4657069 (Subdivided Lot 41).
22.	Hereto is Annexed Restrictive Covenant CA4657073 over Lot 42 Plan EPP25820	21, 22, 23, 24, 25	Subdivided Lots 21-25 are beneficiaries of a Restrictive Covenant over Lot 42 (a lot not part of the Lands) so that no tree or shrub within Lot 42 shall be permitted to exist at a height greater than the highest point of a building on Lot 42 or 2 metres in height.

23.	Hereto is Annexed Restrictive Covenant CA4657074 over Lot 43 Plan EPP25820	21, 22, 23, 24, 25	Subdivided Lots 21-25 are beneficiaries of a Restrictive Covenant over Lot 43 (a lot not part of the Lands) so that no tree or shrub within Lot 43 shall be permitted to exist at a height greater than the highest point of a building on Lot 43 or 2 metres in height.
24.	This Title May be Affected by a Permit Under Part 14 of the Local Government Act, See CA6709137	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	The Subdivided Lots are subject to Development Permit No. 16-055 issued February 19, 2018 by the District. No expiry date for the development permit is indicated.

	Charges, Liens and Interests	Registered Against Following Lots	Summary
25.	Restrictive Covenant CA3054079	21	This Restrictive Covenant was granted over Block 14, which was subsequently subdivided into Subdivided Lot 21 and Lots 42, 43 and 44 (lots not part of the Lands), appurtenant to Lot 13 Plan EPP25625, so that no tree or shrub within Block 14 shall be permitted to exist at a height greater than the higher of the height of the ridge of the roof of the single family residence constructed on Block 14 and 2.0 metres.
26.	Mortgage CA4090966 Extended by CA4656799	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This Mortgage was granted by the Lot 5 Owner and Lot 6 Owner in favour of CMCC and the Mortgage was extended to charge additional lands owned by the Lot 5 Owner and Lot 6 Owner after subdivision of their respective lots (additional lands were added to Lots 1, 7, 9, 18 (lots not part of the Lands) and Subdivided Lot 21) under Extension of Mortgage CA4656799.
27.	Assignment of Rents CA4090967 Extended by CA4656800	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This Assignment of Rents was granted by the Lot 5 Owner and Lot 6 Owner in favour of CMCC and the Assignment of Rents was extended to charge additional lands owned by the Lot 5 Owner and Lot 6 Owner after subdivision of their respective lots (additional lands were added to Lots 1, 7, 9, 18 (lots not part of the Lands) and Subdivided Lot 21) under Extension of Assignments of Rents CA4656800.

28.	Mortgage CA4090968 Extended by CA4656801	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This Mortgage was granted by the Lot 5 Owner and Lot 6 Owner in favour of 1018279 and the Mortgage was extended to charge additional lands owned by the Lot 5 Owner and Lot 6 Owner after subdivision of their respective lots (additional lands were added to Lots 1, 7, 9, 18 (lots not part of the Lands) and Subdivided Lot 21) under Extension of Mortgage CA4656801.
29.	Priority Agreement CA4090969	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement between 1018279 and CMCC which granted CMCC's Mortgage CA4090966 priority over 1018279's Mortgage CA4090968.
30.	Priority Agreement CA4090970	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement between 1018279 and CMCC which granted CMCC's Assignments of Rents CA4090967 priority over 1018279's Mortgage CA4090968.
31.	Extension of Mortgage CA4656799	21	See comments regarding Mortgage CA4090966 extended by CA4656799.
32.	Extension of Assignment of Rents CA4656800	21	See comments regarding Assignment of Rents CA4090967 extended by CA4656800.
33.	Extension of Mortgage CA4656801	21	See comments regarding Mortgage CA4090968 extended by CA4656801.
34.	Priority Agreement CA4656906	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement between 1018279 and CMCC which granted CMCC's Mortgage CA4090966 extended by CA4656799 priority over 1018279's Mortgage CA4090968 extended by CA4656801.
35.	Priority Agreement CA4656907	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement between 1018279 and CMCC which granted CMCC's Assignment of Rents CA4090967 extended by CA4656800 priority over 1018279's Mortgage CA4090968 extended by CA4656801.
36.	Statutory Right of Way CA4656909	21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40, 41	This Statutory Right of Way was granted to the District whereby the District's, servants, agents, contractors and licensees can enter upon the right of way area shown on Plan EPP25821 (herein the " SRW Area ") at any time with such vehicles, mechanical equipment, or other tools as they deem necessary for the purpose of constructing,

			maintaining or replacing embankments or areas of road fill to support the adjacent municipal roadway, which may also contain municipal utility service systems and other things normally associated with municipal use of roadways (the "Municipal Works"), necessary for the operation and maintenance of the District's undertaking. To accomplish this the District may do all digging, filling or refilling and all excavating or removing of soil, rock, gravel, vegetation or other matter, and laying and installing pipes, mains, house connections and all necessary and usual appurtenances as it thinks necessary in order to construct, use and maintain the Municipal Works, and may from time to time thereafter enter upon the SRW Area for the purpose of inspecting, cleaning, repairing, maintaining, placing, removing or otherwise dealing with the Municipal Works, and in order to gain access to any contiguous right of way on any lands adjoining SRW Area. No release or modification of this Statutory Right of Way will be granted unless the grantor builds at its expense upon the SRW Area, a retaining wall or some other construction which meets with the approval of the Director of Engineering and Transportation of the District (the "Director") which would have the effect of adequately supporting the roads contiguous to the SRW Area. The grantor is not to interfere with or damage any of the Municipal Work, and shall not build or place any building/structure on any part of the SRW Area or place or remove any earth or other fill material upon or from any part of the SRW Area or in any way build or place something that interferes with the District's access to and use of the SRW Area, including a driveway, without the prior written consent of the District, not to be unreasonably withheld. In the event the District disturbs the surface of the SRW Area, it shall restore it at its expense, either to substantially the same condition as it was in previously or to a grassed condition, as determined by the District, provided that it is under no obligation to do so if such restoration would, in the opinion of the Director, impair the effectiveness of the support provided by the Municipal Works for the adjacent roadway.
37.	Priority Agreement CA4656910	21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40,	This is an agreement whereby CMCC and 1018279 agreed that the District's Statutory Right of Way CA4656909 has priority over CMCC and 1018279's respective charges on title.

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38.	Statutory Right of Way CA4656938	33, 34, 35, 36, 37, 38, 39, 40, 41	This Statutory Right of Way was granted to the District for the purposes of the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, replacement and use of certain works, including all appurtenances, generally described as all pipes, valves, fittings, pumps, conduits, culverts, manholes, and appurtenances necessary or convenient for the carrying of sanitary sewage or drainage as part of the District's system of sewage works and drainage works (the "Works"). It is granted in perpetuity, full, free and uninterrupted, and includes the right, liberty, easement and statutory right of way for the District, its officers, employees, contractors, licensees, agents, invitees and others of the District, in common with the grantor, to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the right of way area shown in Plan EPP25827 (herein the "SRW Area") for the above purposes, to among other things, construct and install the Works upon the SRW Area, to remove, replace, repair, alter, maintain, clean, inspect, patrol and operate the Works (the "Activities") from time to time in the District's discretion; to have unobstructed access to and from the SRW Area; make surveys and tests; establish grades and levels; excavate or otherwise alter the contours of the SRW Area and to back fill trenches; store personal property necessary to carry out such Activities on consultation with the grantor as to the duration and location of such storage; remove all obstructions including without limitation structures, improvements, fences, gates, trees, shrubs, plants, vehicles and storage facilities where in the District's opinion it is necessary in order to carry out the Activities; and do all other things on the SRW Area as may be reasonably necessary, desirable or incidental to the business and undertaking of the District or in connection with the foregoing. Obligations of the grantor are set out in detail in the agreement, including without limitation, not to do or permit to be done anything which in the District's opinion may interfere with, injure or repair the operating efficiency of or obstruct access to or the use of the SRW Area, the Works or the rights granted under the agreement; permitting the District at its sole

			discretion to maintain and clean the surface of the SRW Area and remove grass and other growth, and do all other things which in its opinion is necessary for the safe use and preservation of the SRW Area and the Statutory Right of Way. The grantor provides indemnification to the District from, among other things, losses, damages, actions, costs and liabilities of any nature for which the District may become liable, incur or suffer by reason of injury to person, 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, or arising directly or indirectly, or from any wrongful act, omission or negligence of the grantor in, on, around and about the land, the SRW Area or in any way connected to or relating to the Works.
39.	Priority Agreement CA4656939	33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agreed that District's Statutory Right of Way CA4656938 has priority over CMCC and 1018279's respective charges on title.
40.	Covenant CA4656958	21, 30, 31, 32, 33	This section 219 covenant was granted in favour of the District whereby the lot owner agrees that no residential building shall be constructed, reconstructed, located or placed upon a lot, except wholly within a building envelope. A building envelope means those parts of the lots shown outlined on the sketch plan attached to the agreement as Schedule "A".
41.	Priority Agreement CA4656959	21, 30, 31, 32, 33	This is an agreement whereby CMCC and 1018279 agreed that the District's Covenant CA4656958 has priority over CMCC and 1018279's respective charges on title.
42.	Covenant CA4656960	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District prohibiting (a) any parts of Lots 2-4 and 44 (lots not part of the Lands) and Subdivided Lots 21-27 , from being used for any vehicle driveway or other means of access from or onto Chippendale Road, and prohibiting such driveway or access facilities from being constructed on such lots (b) any parts of Lot 16 (a lot not part of the Lands) from being used for any vehicle driveway or other means of access and egress other than the part of Lot 16 abutting the heavy black line on the sketch plan attached to the agreement as Schedule "A"; and (c) any parts of Subdivided Lots 21-41 from being used for any vehicle driveway or other means of access and egress to any area other than substantially in

			the location set out in Plan G-1 of Schedule C, Development Permit 09-025 issued by the District, except as may be further modified by the development permit issued by the District. Indemnity provisions are contained in the agreement from the grantor indemnifying the District, its elected and appointed officials, officers, employees, agents and others of the District for which it is responsible at law from and against all liabilities, damages, costs, claims, suits or actions at any time paid or incurred by or claimed against any one of more of them and arising directly or indirectly out of or in connection with any breach of obligations of the grantor under the agreement; any act, omission, or negligence of the grantor, its members, officers, directors, employees, agents, contractors, subcontractors, tenants, subtenants, licensees, invitees or others for whom it is responsible in law; any damage to property occasioned by the grantor's use and occupation of the lots or injury to person or persons resulting at any time from the grantor's use and occupation of the lots or the granting of this agreement.
43.	Priority Agreement CA4656961	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agreed that the District's Covenant CA4656960 has priority over CMCC and 1018279's respective charges on title.
44.	Covenant CA4656964	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District whereby the lot owner agrees to prepare a landscaping plan for the District's approval prior to building permit issuance to be designed with an informal landscape character, primarily native materials and limited use of retaining walls, to install on the lots all landscaping shown on the approved landscaping plan, maintain all plantings in perpetuity in accordance with good landscaping and arboricultural practices, and to not remove, alter or replace any live tree shown on the landscaping plan without the prior written consent of the District, which the District may withhold unless the tree constitutes a hazard or the grantor is able to satisfy the District the removal, alteration or replacement is necessary because the tree poses a significant safety risk to persons or property or a risk to the health of other trees or vegetation. Please refer to this agreement for specific items which are to be included in the landscaping plan.

			The District may withhold a development or building permit that would otherwise be issuable in respect of any lot if the proposed development or building for such lot contravenes this agreement. The grantor has to provide the District with security at the time of building permit issuance to ensure that the landscaping is installed to the satisfaction of the District's Director of Planning, Land Development and Permits. Indemnity provisions similar to those in the item 42 document are contained in the agreement.
45.	Priority Agreement CA4656965	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agreed that the District's Covenant CA4656964 has priority over CMCC and 1018279's respective charges on title.
46.	Covenant CA4656966	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District whereby the lot owner agrees (a) to not install, construct or operate a wood burning fireplace, (b) in respect to Subdivided Lots 27-32 (and other lots, not dealt with in this summary) to comply with the wildland fire management plan as set out in Schedule "A" of the agreement; (c) to install and maintain facilities for the storage of refuse and materials to be recycled in order to prevent bear access and which are to be integrated into the overall design of any building to be erected on each lot and the landscape of the lot; (d) to install to the satisfaction of the District's Manager of Development Engineering prior to the issuance of a certificate of building occupancy, and maintain in perpetuity in accordance with good engineering practice, on-site stormwater management facilities and meeting the requirements set out in the District's Development Permit No. 09-025 and any replacement thereof; (e) to submit for District approval a detailed design of the on-site storm water servicing system and traffic management plan application as part of a building permit application for each lot and comply with the approved traffic management plan; and (f) that no lot shall have a driveway grade that exceeds 20% over its entire length or portion, measured at the centerline of the driveway. Indemnity provisions similar to those in the item 42 document are contained in the agreement.

47.	Priority Agreement CA4656967	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4656966 has priority over CMCC and 1018279's respective charges on title.
48.	Covenant CA4656968	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District whereby the lot owner agrees that the lots shall not be developed or built upon except in accordance with the green building requirements for energy efficiency, resource use and water conservation detailed in Schedule "A" attached to the agreement (the " Requirements "). Prior to building permit issuance, dwelling unit plans must be evaluated by a certified energy advisor (the " Advisor ") and registered with Built Green BC in accordance with section 1 of the Requirements, and written confirmation of the foregoing is to be provided to the District. Prior to issuance of occupancy for the dwelling unit, District inspection of the dwelling unit may be carried out to inspect for compliance with sections 2 and 3 of the Requirements, and the grantor is to obtain and provide to the District certification from a certified energy advisor that the new home meets the section 1 Requirements. No building on the lots shall be occupied and the grantor shall not apply to the District for a certificate of occupancy for any dwelling unit in any building on the lots until the District building inspector, acting reasonably, is satisfied that the dwelling unit complies with, conforms to and incorporates all of the Requirements. Indemnity provisions similar to those in the item 42 document are contained in the agreement.
49.	Priority Agreement CA4656969	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4656968 has priority over CMCC and 1018279's respective charges on title.
50.	Covenant CA4656985	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District whereby the lot owner agrees that no building or structure shall be constructed, located or placed on a lot so as to cause the floor area of the lot to exceed the floor area for the particular lot as set out in Schedule "A" of the agreement, and the unit counts shall not exceed that shown in Schedule "A". The floor area may however, be re-allocated by re-allocation of the

			maximum permitted floor areas among the various lots so long as the maximum cumulative total of the floor area as to all the lots does not exceed 191,000 square feet and the maximum unit count referred to in the agreement does not exceed 65 units. Only those parties having a lot or lots subject to floor area reallocation shall be required to execute any modification agreement with the District reflecting the changes. Omnimark Management Inc. in any event is appointed signatory on behalf of grantor parties not owning lots subject to floor area reallocation. Indemnity provisions similar to those in the item 42 document are contained in the agreement. NOTE, amendment agreements as may be made from time to time may not be registered at the Land Title Office and may only be in place directly with the District. Buyers should check with the District for up to date floor area and unit count allowances. This covenant deals with lots in addition to the lots which are the subject of this summary.
51.	Priority Agreement CA4656986	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4656985 has priority over CMCC and 1018279's respective charges on title.
52.	Covenant CA4656988	28, 29, 30, 31, 32	This section 219 covenant was granted in favour of the District to allow the District to ensure that the subdivision involving, inter alia, the Subdivided Lots, is in the public interest. The intent of the agreement is to prohibit the cutting, trimming or alteration of any part of the park trees (defined therein) on the dedicated park land contiguous to Subdivided Lots 28-32 without the prior written consent of the District Director of Parks and Community Services (the "Director"). Where there is any conflict between the terms contained in the agreement and the provisions of any policy of the District regarding the removal or alteration of trees in District parks or the District's tree cutting bylaw then in force and effect (the "Policy or Bylaw") the Policy or Bylaw as applicable will govern. Lot owners are not to cut, limb, trim, prune, remove, alter, damage, destroy or replace or permit any such act, of any part of a park tree (including without limitation branches or roots of a park tree that extend onto the lot) without the prior written consent of the Director. Acknowledgement by the lot owners is documented in the

			agreement, stating that the District considers the protection of park trees to take precedence over the maintenance or enhancement of views through the park land or otherwise, and the lot owners further acknowledge and agree that they have no entitlement to any such views. Director approval is required for the cutting, removal, alteration, or replacement of a park tree in accordance with District tree policy at the time, which approval may be unreasonably refused if the purpose of the proposed cutting, removal, alteration or replacement of a park tree is to maintain, protect or enhance a view. Any park tree that is removed or destroyed by a lot owner in contravention of the agreement must be replaced by such lot owner within time frames and on type, size, replacement work plan requirements, and other terms, all as referred to in the agreement. If a lot owner breaches any obligations under the agreement, after some time allowance given to such lot owner to cure the breaches, the District at its discretion may perform those obligations at the expense of such lot owner. Interest costs shall be charged to such lot owner. Indemnity provisions similar to those in the item 42 document are contained in the agreement.
53.	Priority Agreement CA4656989	28, 29, 30, 31, 32	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4656988 has priority over CMCC and 1018279's respective charges on title.
54.	Covenant CA4656990	32	This section 219 covenant was granted in favour of the District by the Subdivided Lot 32 owner. The Subdivided Lot 32 owner will be constructing a temporary stormwater drainage system and pipes beneath Subdivided Lot 32 (the "Facility") as shown in a drawing set out in a guidelines letter from Webster Engineering Ltd. to the District, dated October 7, 2013, a copy of which is attached to the agreement as Schedule "A" (the "Guidelines Letter"), pending an offsite diversion pipe outlet to Burrard Inlet (the "Diversion Outlet") being installed and operational to the satisfaction of the District's Director of Engineering and Transportation (herein the "Director"). This covenant was granted in favour of the District to ensure continuous maintenance of the Facility and to set out restrictions on development at Subdivided Lot 32. The Subdivided Lot 32 owner agrees to not use or build any improvements or buildings on Subdivided Lot 32 other than the Facility. It must

			construct and install the Facility, operate and maintain it in good working order, with maintenance to be carried out in accordance with the guidelines set out in the Guidelines Letter. Several conditions are set out, and no change or adjustment to the Facility or maintenance Guidelines can be made unless recommended and reviewed by a professional engineer and the change or adjustment is approved by the District, acting reasonably. Chainlink or other fencing agreed to in writing by the District must be installed, and the surface of the land is to be maintained with either low maintenance ground cover or grass, to be kept neat and trimmed regularly, and such landscaping is not to interfere with service access. This covenant can be released if a Diversion Outlet, either as referenced in a report called the Pipe, Westmount, Cave, Turner and Godman Creeks Integrated Stormwater Management Plan, a copy of which is attached in the agreement as Schedule "B", or other alternate diversion works, is installed, completed, and operational to the satisfaction of the District's Director of Engineering and Transportation, and the Subdivided Lot 32 owner fulfills its obligations set out in the agreement as to decommission of the Facility, removal of the Facility from Subdivided Lot 32, and reinstatement and restoration of Subdivided Lot 32 to a neat, tidy and grassed over state ready for development as a single family parcel. If the Subdivided Lot 32 owner does not comply with the covenants in the agreement and its default continues for one month after the District gives written notice to the Subdivided Lot 32 owner, the District may enter the land and carry out all necessary maintenance procedures and the owner shall reimburse the District for all costs. Indemnity and insurance obligations on the Subdivided Lot 32 owner are also provided in the agreement.
55.	Statutory Right of Way CA4656991	32	This Statutory Right of Way was granted to the District whereby the District's agents can enter upon Subdivided Lot 32 for the purpose of maintaining the Facility (defined in item 54).
56.	Priority Agreement CA4656992	32	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4656990 has priority over CMCC and 1018279's respective charges on title.

57.	Priority Agreement CA4656993	32	This is an agreement whereby CMCC and 1018279 agree that the District's Statutory Right of Way CA4656991 has priority over CMCC and 1018279's respective charges on title.
58.	Covenant CA4657001	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District prohibiting (a) the re-subdivision of the lots (created by a subdivision plan, pursuant to Zoning Bylaw No. 4662, 2010, and which include the Subdivided Lots), other than as specifically approved by the approving officer, (b) the filing of a plan to re-establish the boundaries of any of the lots pursuant to s. 100(1)(b) of the Land Title Act (British Columbia) (the “Act”) if the plan increases the area of any of the lots, and (c) the filing of a Form 14 – Application for cancellation of interior lot lines, with or without a plan pursuant to s. 137 of the Act that cancels any of the interior lot lines with the subdivision plan that created the lots. Accordingly, the covenant places a restriction on consolidation of a lot in whole or in part with any other of the lots referred to in the agreement, which include the Subdivided Lot, other than by subdivision approved by an approving officer, and without limitation, shall specifically exclude subdivision by means of cancellation of interior lot lines pursuant to s. 137 of the Act, or by means of re-establishment of boundaries pursuant to the Act. This restriction is made notwithstanding that such consolidation may not contravene District of West Vancouver Zoning Bylaw No. 4662, 2010. In the event a covenant agreement in the same form and substance as this agreement is not registered against title at the New Westminster Land Title Office (the “LTO”) to a minimum of 90% of lots to be created for any future subdivision effected within the CD3 Zone as established by Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008 (the “Other Lots”), the District shall provide the grantors with registrable releases and discharges of this agreement to be registered against the lots referred to in the agreement, which include the Subdivided Lots, or in the event and from time to time that a similar covenant agreement or modification thereto is registered against a minimum 90% of the Other Lots with modified wording as against this agreement (a “Modified Agreement”), then at the grantors’ option, the District shall execute and deliver to the grantors or any of those who have exercised their option, a registrable modification of this agreement to be registered at the LTO

			against the lots (including the Subdivided Lots), with modification wording as may be requested by the grantors, where such wording is provided for in the Modified Agreement. Except for the provisions in the foregoing sentence, the agreement is stated to be intended to be perpetual in order to prevent the enlargement or consolidation of the lots, which include the Subdivided Lots . The grantors accordingly agree not to seek a court order modifying, discharging or extinguishing this agreement under the <i>Property Law Act</i> (British Columbia), any successor to that enactment, any other enactment, or the common law.
59.	Priority Agreement CA4657002	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC and 1018279 agree that the District's Covenant CA4657001 has priority over CMCC and 1018279's respective charges on title.
60.	Restrictive Covenant CA4657029	21	This Restrictive Covenant was granted over Subdivided Lot 21 for the benefit of Subdivided Lot 22 and Lots 4, 19, 20 and 44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 21 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
61.	Priority Agreement CA4657030	21	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657029 over Subdivided Lot 21 priority over their aforementioned charges.
62.	Restrictive Covenant CA4657031	22	This Restrictive Covenant was granted over Subdivided Lot 22 for the benefit of Lots 4, 19, 20 and 44 (lots not part of the Lands) and Subdivided Lots 21 and 23 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 22 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

63.	Priority Agreement CA4657032	22	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657031 over Subdivided Lot 22 priority over their aforementioned charges.
64.	Restrictive Covenant CA4657033	23	This Restrictive Covenant was granted over Subdivided Lot 23 for the benefit of Lots 2-4, 19, 20 (lots not part of the Lands) and Subdivided Lots 22 and 24 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 23 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
65.	Priority Agreement CA4657034	23	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657033 over Subdivided Lot 23 priority over their aforementioned charges.
66.	Restrictive Covenant CA4657035	24	This Restrictive Covenant was granted over Subdivided Lot 24 for the benefit of Lots 2-4, 19, 20 (lots not part of the Lands) and Subdivided Lots 23 and 25 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 24 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
67.	Priority Agreement CA4657036	24	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657035 over Subdivided Lot 24 priority over their aforementioned charges.
68.	Restrictive Covenant CA4657037	25	This Restrictive Covenant was granted over Subdivided Lot 25 for the benefit of Lots 2-4, 19 and 20 (lots not part of the Lands) and Subdivided Lots 24 and 26 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 25 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

69.	Priority Agreement CA4657038	25	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657037 over Subdivided Lot 25 priority over their aforementioned charges.
70.	Restrictive Covenant CA4657039	26	This Restrictive Covenant was granted over Subdivided Lot 26 for the benefit of Lots 2-4, 19, 20 (lots not part of the Lands) and Subdivided Lots 25 and 27 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 26 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
71.	Priority Agreement CA4657040	26	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 101827, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657039 over Subdivided Lot 26 priority over their aforementioned charges.
72.	Restrictive Covenant CA4657041	27	This Restrictive Covenant was granted over Subdivided Lot 27 for the benefit of Lots 2-4, 19, 20 (lots not part of the Lands) and Subdivided Lots 26 and 28 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 27 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
73.	Priority Agreement CA4657042	27	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657041 over Subdivided Lot 27 priority over their aforementioned charges.
74.	Restrictive Covenant CA4657043	28	This Restrictive Covenant was granted over Subdivided Lot 28 for the benefit of Subdivided Lots 27, 29 and 30 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 28 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

75.	Priority Agreement CA4657044	28	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657043 over Subdivided Lot 28 priority over their aforementioned charges.
76.	Restrictive Covenant CA4657045	29	This Restrictive Covenant was granted over Subdivided Lot 29 for the benefit of Lots 2-4 (lots not part of the Lands) and Subdivided Lots 28 and 30 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 29 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
77.	Priority Agreement CA4657046	29	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 101827, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657045 over Subdivided Lot 29 priority over their aforementioned charges.
78.	Restrictive Covenant CA4657047	30	This Restrictive Covenant was granted over Subdivided Lot 30 for the benefit of Lots 2-4 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 30 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
79.	Priority Agreement CA4657048	30	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657047 over Subdivided Lot 30 priority over their aforementioned charges.
80.	Restrictive Covenant CA4657049	31	This Restrictive Covenant was granted over Subdivided Lot 31 for the benefit of Subdivided Lots 26-30 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 31 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

81.	Priority Agreement CA4657050	31	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657049 over Subdivided Lot 31 priority over their aforementioned charges.
82.	Restrictive Covenant CA4657051	32	This Restrictive Covenant was granted over Subdivided Lot 32 for the benefit of Subdivided Lots 24-31 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 32 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
83.	Priority Agreement CA4657052	32	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657051 over Subdivided Lot 32 priority over their aforementioned charges.
84.	Restrictive Covenant CA4657053	33	This Restrictive Covenant was granted over Subdivided Lot 33 for the benefit of Subdivided Lots 24-32 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 33 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
85.	Priority Agreement CA4657054	33	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657053 over Subdivided Lot 33 priority over their aforementioned charges.
86.	Restrictive Covenant CA4657055	34	This Restrictive Covenant was granted over Subdivided Lot 34 for the benefit of Subdivided Lots 23-32 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 34 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

87.	Priority Agreement CA4657056	34	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968granting Restrictive Covenant CA4657055 over Subdivided Lot 34 priority over their aforementioned charges.
88.	Restrictive Covenant CA4657057	35	This Restrictive Covenant was granted over Subdivided Lot 35 for the benefit of Subdivided Lots 22-32 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 35 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
89.	Priority Agreement CA4657058	35	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968granting Restrictive Covenant CA4657057 over Subdivided Lot 35 priority over their aforementioned charges.
90.	Restrictive Covenant CA4657059	36	This Restrictive Covenant was granted over Subdivided Lot 36 for the benefit of Subdivided Lots 21-32 so that no tree or shrub, naturally existing or planted, within Subdivided Lot 36 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
91.	Priority Agreement CA4657060	36	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968granting Restrictive Covenant CA4657059 over Subdivided Lot 36 priority over their aforementioned charges.
92.	Restrictive Covenant CA4657061	37	This Restrictive Covenant was granted over Subdivided Lot 37 for the benefit of Subdivided Lots 21-31 and Lots 43 and 44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 37 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

93.	Priority Agreement CA4657062	37	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657061 over Subdivided Lot 37 priority over their aforementioned charges.
94.	Restrictive Covenant CA4657063	38	This Restrictive Covenant was granted over Subdivided Lot 38 for the benefit of Subdivided Lots 21-31 and Lots 43 and 44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 38 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
95.	Priority Agreement CA4657064	38	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657063 over Subdivided Lot 38 priority over their aforementioned charges.
96.	Restrictive Covenant CA4657065	39	This Restrictive Covenant was granted over Subdivided Lot 39 for the benefit of Subdivided Lots 21-31 and Lots 42-44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 39 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
97.	Priority Agreement CA4657066	39	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657065 over Subdivided Lot 39 priority over their aforementioned charges.
98.	Restrictive Covenant CA4657067	40	This Restrictive Covenant was granted over Subdivided Lot 40 for the benefit of Subdivided Lots 21-28 and Lots 42-44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 40 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.

99.	Priority Agreement CA4657068	40	This Priority Agreement was granted by CMCC, holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657067 over Subdivided Lot 40 priority over their aforementioned charges.
100.	Restrictive Covenant CA4657069	41	This Restrictive Covenant was granted over Subdivided Lot 41 for the benefit of Subdivided Lots 21-27 and Lots 42-44 (lots not part of the Lands) so that no tree or shrub, naturally existing or planted, within Subdivided Lot 41 or any lot or part thereof (as servient tenement) shall be permitted to exist at, or grow to, a height greater than the highest point of a building permitted by the District on servient tenement or 2 metres in height.
101.	Priority Agreement CA4657070	41	This Priority Agreement was granted by CMCC holder of Mortgage CA4090966 and Assignments of Rents CA4090967 and 1018279, holder of Mortgage CA4090968 granting Restrictive Covenant CA4657069 over Subdivided Lot 41 priority over their aforementioned charges.
102.	Covenant CA7072649	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This section 219 covenant was granted in favour of the District requiring that all balconies, decks and patios remain fully open, uncovered and unenclosed, except for eaves and as shown on Schedule B of Development Permit No. 16-055. Indemnity provisions similar to those in the item 42 document are contained in this covenant.
103.	Priority Agreement CA7072650	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby CMCC agrees that the District's Covenant CA7072649 has priority over Mortgage CA4090966, Extension of Mortgage CA4656799, Assignments of Rents CA4090967 and Extension of Assignments of Rents CA4656800.
104.	Priority Agreement CA7072651	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	This is an agreement whereby 1018279 agrees that the District's Covenant CA7072649 has priority over Mortgage CA4090968 and Extension of Mortgage CA4656801.

EXHIBIT E
FORM OF CONSTRUCTION EASEMENT

See attached.

TERMS OF INSTRUMENT – PART 2

CONSTRUCTION EASEMENT

THIS AGREEMENT dated as of _____, 2018.

BETWEEN:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(in its capacity as the owner of the Grantor's Lands, the "**Grantor**")

AND:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(in its capacity as the owner of the Grantee's Lands, the "**Grantee**")

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the "**Grantor's Lands**");

- B. The Grantee is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the "**Grantee's Lands**");

- C. The Grantor has agreed to grant to the Grantee certain easements over the Grantor's Lands in accordance with the terms and conditions of this Agreement; and

- D. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), 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 in fee simple.

THEREFORE in consideration of these premises, the amount of \$1.00 now paid by the parties to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this Agreement, the following terms have the following meanings unless the context otherwise requires:
 - (a) **“Construct”** means to construct, alter, demolish, enlarge, erect, extend, install, lay down, place, reconstruct, relocate, replace, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have corresponding meanings;
 - (b) **“Grantee’s Development”** means the buildings and improvements to be constructed by the Grantee upon the Grantee’s Lands;
 - (c) **“Grantee’s Utility Works”** means power poles, transmission lines, pipes, culverts, wing walls, manholes, meters, pumps, valves and similar equipment, or any of them, together with all ancillary attachments and fittings;
 - (d) **“Grantor’s Development”** means the buildings and improvements to be constructed by the Grantor upon the Grantor’s Lands; and
 - (e) **“Repair”** means to inspect, examine, clean, tidy, maintain, repair or remedy and all activities or other work incidental or related thereto and **“Repairing”** and **“Repaired”** have corresponding meanings.
2. Easements. The Grantor, as registered owner of the Grantor’s Lands, hereby grants, transfers and conveys to the Grantee, for the benefit of and to be appurtenant to the Grantee’s Lands:
 - (a) the non-exclusive, full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen, permittees, invitees and guests, at all times hereafter, by day and by night, and at their will and pleasure, in common with the Grantor and all persons now or hereafter with the express or implied permission of the Grantor having a similar right, to enter upon, encroach on, go across, pass over and repass over, within, upon and along the Grantor’s Lands, with or without vehicles, machinery and equipment as is reasonably necessary for the purpose of obtaining reasonable access to and egress from the Grantee’s Lands during and for the Construction of the Grantee’s Development;
 - (b) the non-exclusive, full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen, permittees, invitees and guests, at all times hereafter, by day and by night, and at their will and pleasure, in common with the Grantor and all persons now or hereafter with the express or implied permission of the Grantor having a similar right, to:

- (i) construct, install and leave underpinnings, anchor rods or other support structures below the surface of the Grantor's Lands in order to facilitate the Construction of the Grantee's Development and to provide support for the Grantee's Development during and after the Construction thereof; and
 - (ii) swing the boom of any crane through the air space above the Grantor's Lands during the course of Construction of the Grantee's Development;
- (c) the non-exclusive, full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen and permittees at all times hereafter, in common with the Grantor and all persons now or hereafter with the express or implied permission of the Grantor having a similar right to enter upon, encroach on, go across, pass over and repass over, within, upon and along the Grantor's Lands, with or without vehicles, machinery and equipment as is reasonably necessary for the purposes of excavating the Grantee's Lands and Constructing and Repairing improvements on the Grantee's Lands, including, without limitation:
 - (i) erecting construction fences, hoarding, barriers and gates separating the Grantor's Lands from the Grantee's Lands and obstructing access from the Grantor's Lands to the works and improvements constructed by the Grantee on and in respect of the Grantee's Lands;
 - (ii) temporarily storing construction equipment and materials, erecting and maintaining temporary construction trailers, sheds, fences, hoarding, barriers and gates and other temporary construction structures and facilities;
 - (iii) altering, removing, repairing and replacing existing landscaping and other works and improvements within the Grantor's Lands; and
 - (iv) interrupting vehicular and pedestrian access through portions of the Grantor's Lands during the course of Construction of the Grantee's Development;
- (d) the non-exclusive full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen and permittees, at all times hereafter, by day and by night, at their will and pleasure to:
 - (i) enter, encroach, go across, pass and repass over, upon, on, within, in and under the Grantor's Lands, and conduct surveys, studies, tests and examinations, dig up, remove and replace soil, and Construct, cover with soil, Repair and operate the Grantee's Utility Works for the purpose of conveying, draining, containing, protecting, metering or disposing of water, gas, sewage, liquid waste, electrical energy, communication services or any other utility services or any of them;

- (ii) bring onto the Grantor's Lands all supplies, materials, equipment and machinery it requires or desires for any of the foregoing purposes; and
- (iii) clear the Grantor's Lands and keep it clear of anything which in the reasonable opinion of the Grantee constitutes or may constitute an obstruction to the use of the Grantee's Utility Works.

and in each case to do all other acts and things which in the opinion of the Grantee are necessary or incidental to any of the foregoing.

3. Reservations. Notwithstanding the easements hereinbefore granted, there is hereby reserved to the Grantor, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- (a) to temporarily interrupt the Grantee's use and enjoyment of the Grantor's Lands hereunder for the purposes of:
 - (i) constructing, laying down and installing utility and communications systems of any kind or description, together with all ancillary appliances and equipment, within the Grantor's Lands as the Grantor may reasonably require, and altering, enlarging, extending, removing, repairing, renewing, maintaining, cleaning, inspecting and replacing the same as the Grantor may reasonably require; and
 - (ii) building, constructing, erecting, removing or enlarging any building, erection, structure or other improvement now or hereafter placed in, upon, over or under the Grantor's Lands as the Grantor may reasonably require, and extending, removing, repairing, renewing, maintaining, cleaning, inspecting and replacing the same as the Grantor may reasonably require;
- (b) to grant statutory rights of way or easements in favour of any public utility or authority over the Grantor's Lands or any portion thereof,

provided that none of the foregoing will be permitted if, in effect, it prevents the Grantee from exercising its rights hereunder.

4. Grantor's Covenants and Acknowledgements.

- (a) The Grantor will permit the Grantee for the period during which this Agreement is in force to peaceably hold and enjoy the rights hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor, except as expressly stated in this Agreement.
- (b) The Grantor will not construct or erect, or permit to be constructed or erected or permit to exist, any building, structure, fence, hoarding, foundation, excavation, barrier or other obstacle or improvement of any kind whatsoever on any portion of the Grantor's Lands, or do any act or thing, or permit any act or thing to be done, which would, in the opinion of the Grantee interfere with or preclude the exercise by the Grantee of the rights and easements granted to it herein.

- (c) The Grantor acknowledges and agrees that the excavation of the Grantee's Lands and the construction of the Grantee's Development and the other structures, improvements and works contemplated herein will involve ongoing noise, dirt, dust, vibrations, blockage of light and views and other activities normally associated with construction projects, all of which may adversely affect the Grantor's Development and the use and enjoyment thereof by owners and occupants of the Grantor's Development, and the Grantor hereby consents to the foregoing.
5. Grantee's Covenants. The Grantee will:
- (a) exercise its rights and carry out its duties or obligations hereunder in a reasonable manner;
 - (b) construct and maintain any works constructed or maintained by it on the Grantor's Lands in a good and workmanlike manner, as determined by the Grantee, acting reasonably;
 - (c) use reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Grantor's Lands;
 - (d) exercise reasonable care not to damage the Grantor's Lands; and
 - (e) clean up, within a reasonable time, any rubbish or debris deposited by the Grantee or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests on the Grantor's Lands.
6. Run with the Lands. This Agreement will be construed as running with and being a burden upon the Grantor's Lands, but no part of the fee of the soil thereof will pass to or be vested in the Grantee under or by this Agreement.
7. Assumption of Obligations on Sale or Transfer. The covenants of the Grantor contained herein will only be personal and binding upon it during its ownership of any interest in the Grantor's Lands, but the Grantor's Lands will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of the interest of the Grantor in the Grantor's Lands, the Grantor will be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of Grantor's Lands to be observed and performed. If the Grantor at any time sells or transfers the Grantor's Lands, the Grantor will, prior to the effective date of such sale or transfer, obtain from the purchaser or transferee an agreement in writing in favour of the Grantee covenanting to assume and perform all of the obligations of the Grantor arising under this Agreement at all times on or after such effective date.
8. Waiver. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
9. Notice. Any demand or notice which may be given to any party hereto pursuant to this Agreement will be in writing, and will be delivered, telecopied or sent by postage prepaid mail and addressed to the intended recipient. The time of receiving any such demand or notice will be deemed to be the day of delivery or transmittal by telecopier if delivered or sent by telecopier by 5:00 p.m. on a business day (excluding Saturdays, Sundays and

statutory holidays) in the place of the intended recipient, if otherwise delivered or transmitted by telecopier, on the next business day (excluding Saturday, Sundays and statutory holidays) following the date of such delivery or transmittal, or on the fourth business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient:

10. Interpretation.
 - (a) 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.
 - (b) Every reference to a party herein is deemed to include the successors and assigns of such party wherever the context so requires or allows.
 - (c) 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.
11. Enurement. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
12. Severability. The provisions hereof are severable and if any of them is found to be void or unenforceable at law, the remaining provisions hereof will not be affected thereby.
13. Joint and Several. If either the party hereto is comprised of more than one party, then all of the covenants, agreements, representations and warranties of each of the parties comprising the parties hereto, as the case may be, will be joint and several covenants, agreements, representations and warranties.
14. No Restriction. Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Grantor's Lands in any manner which does not unreasonably interfere with the exercise by the Grantee of the easements hereby granted.
15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
16. Further Assurances. 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C and D (General Instrument) attached hereto and forming part hereof as of the date above written.

EXHIBIT F
FORM OF PARTITION RETAINING WALL EASEMENT

See attached.

TERMS OF INSTRUMENT – PART 2

EASEMENT AGREEMENT **(PARTITION RETAINING WALL)**

THIS AGREEMENT dated as of _____, 2018,

BETWEEN:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(the “**Grantor**”)

AND:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the “**Servient Tenement**”);

- B. The Grantee is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the “**Dominant Tenement**”);

- C. The Grantor has agreed on the terms and conditions hereinafter set forth to grant to the Grantee certain easements over the Servient Tenement for the benefit of the Dominant Tenement; and
- D. By subsection 18(5) of the *Property Law Act*, R.S.B.C. 1996, c. 377, a registered owner in fee simple may grant to himself or herself an easement over land that he or she owns for the benefit of other land that he or she owns in fee simple.

NOW THEREFORE in consideration of the premises, the sum of TEN DOLLARS (\$10.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.00 GRANT OF EASEMENT

1.01 The Grantor does hereby grant, convey and confirm unto the Grantee for the benefit of and to be appurtenant to the Dominant Tenement and to bind all of the Servient Tenement, the non-exclusive full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Grantee, its heirs and assigns and its and their contractors, subcontractors, employees, licensees, permittees, invitees, guests, agents, servants and workmen, at all times hereafter, by night and by day, at its and their will and pleasure, upon not less than two (2) business days written notice to the Grantor, to:

- (a) enter over, on, in and under the Servient Tenement to construct, maintain, repair and replace one or more partition retaining wall and all ancillary or related improvements on the Servient Tenement on or about the locations depicted in the design drawings attached hereto as Schedule A (the “**Retaining Wall**”) in accordance with the Specifications (as defined below).
- (b) bring onto the Servient Tenement all materials and equipment the Grantee requires or desires in connection with the construction, maintenance, repair or replacement of the Retaining Wall;
- (c) cross over the Servient Tenement for reasonable access to the Retaining Wall; and
- (d) do all acts which in the reasonable opinion of the Grantee are incidental to the foregoing.

2.00 COVENANTS REGARDING CONSTRUCTION

2.01 The party that is required to construct the Retaining Wall by the covenants contained herein (the “**Constructing Party**”) will engage a structural engineer, or such other engineer or architect as is necessary, to prepare design drawings of the Retaining Wall to be approved by the District of West Vancouver (the “**District**”) as part of such party’s building permit plans (the “**Specifications**”).

2.02 The Constructing Party will retain and consult a geotechnical engineer to assess and confirm the design rationale of the Retaining Wall as such wall relates to foundation loading with adjacent lots.

2.03 The Constructing Party will submit copies of all invoices and receipts relating to the costs and expenses incurred by the Constructing Party in respect of the construction of the Retaining Wall to the party that is not required to construct the Retaining Wall by the covenants contained herein (the “**Non-Constructing Party**”) within twenty (20) business days of the later of:

- (i) the day on which the Non-Constructing Party commences construction of the footings of any building on the Dominant Tenement or the Servient Tenement, as applicable;
- (ii) the day on which the construction of the Retaining Wall is substantially completed; and
- (iii) the day on which the Constructing Party receives all invoices and receipts relating to the costs and expenses incurred by the Constructing Party in respect of the construction of the Retaining Wall.

2.04 If a party is required to construct, maintain, repair or replace the Retaining Wall by the covenants contained herein, that party will construct, maintain, repair or replace the Retaining Wall in accordance with the Specifications unless the District approves in writing to any alteration of the configuration and design of the Retaining Wall, in which case, those alterations will become the Specifications for the purposes of this Agreement and all construction, maintenance, repair or replacement of the Retaining Wall will be in accordance with same.

3.00 COVENANTS OF THE GRANTOR

3.01 The Grantor will:

- (a) not do or permit to be done any act or thing which in the reasonable opinion of the Grantee may cause any damage to the Retaining Wall or obstruct access to the Servient Tenement by the Grantee for constructing, maintaining, repairing or replacing the Retaining Wall;
- (b) permit the Grantee to bring onto the Servient Tenement all material and equipment the Grantee requires for the construction, maintenance, repair or replacement of the Retaining Wall;
- (c) if the Grantee has constructed or is constructing the Retaining Wall on the Servient Tenement in accordance with the Specifications, reimburse the Grantee for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses incurred by the Grantee in respect of the construction of the Retaining Wall up to a maximum of \$50,000 plus applicable taxes by certified cheque or bank draft within twenty (20) business days of the day on which the requirements contained in paragraphs 3.01(c)A and 3.01(c)B below are fulfilled:
 - A. the Grantee providing the Grantor with copies of all invoices and receipts relating to the costs and expenses incurred by the Grantee in respect of the construction of the Retaining Wall; and

- B. the later of:
- (1) the Grantor commencing construction of the footings of any building on the Servient Tenement; and
 - (2) the Grantee substantially completing construction of the Retaining Wall;
- (d) unless the Grantee has constructed or is constructing the Retaining Wall in accordance with the Specifications, construct the Retaining Wall on the Servient Tenement in accordance with the Specifications prior to commencing construction of the footings of any building on the Servient Tenement;
 - (e) maintain, repair and replace the Retaining Wall as necessary to ensure the continued operation, safety and function of the Retaining Wall at its sole cost and expense save and except for any payments made by the Grantee to the Grantor pursuant to subsection 4.01(c);
 - (f) within twenty (20) business days of the receipt thereof, submit to the Grantee copies of all invoices and receipts relating to the costs and expenses incurred by the Grantor in respect of the maintenance, repair or replacement of the Retaining Wall pursuant to subsection 3.01(e);
 - (g) if the Grantee maintains, repairs or replaces the Retaining Wall pursuant to subsection 4.01(d), reimburse the Grantee for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses of said maintenance, repair or replacement of the Retaining Wall by certified cheque or bank draft within twenty (20) business days of the Grantee providing the Grantor with copies of all invoices and receipts relating to the costs and expenses incurred by the Grantee in respect of the maintenance, repair or replacement of the Retaining Wall pursuant to subsection 4.01(e); and
 - (h) submit any Dispute (as defined in subsection 6.01) that arises under this Agreement, including, without limitation, any dispute concerning the determination of whether any maintenance, repair or replacement of the Retaining Wall is necessary to ensure the continued operation, safety and function of the Retaining Wall to arbitration in accordance with subsection 6.01.

4.00 COVENANTS OF THE GRANTEE

4.01 The Grantee will:

- (a) if the Grantor has constructed or is constructing the Retaining Wall on the Servient Tenement in accordance with the Specifications, reimburse the Grantor for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses incurred by the Grantor in respect of the construction of the Retaining Wall up to a maximum of \$50,000 plus applicable taxes by certified cheque or bank draft within twenty (20) business days of the day on which the requirements contained in paragraphs 4.01(a)A and 4.01(a)B below are fulfilled:

- A. the Grantor providing the Grantee with copies of all invoices and receipts relating to the costs and expenses incurred by the Grantor in respect of the construction of the Retaining Wall; and
- B. the later of:
 - (1) the Grantee commencing construction of the footings of any building on the Dominant Tenement; and
 - (2) the Grantor substantially completing construction of the Retaining Wall;
- (b) unless the Grantor has constructed or is constructing the Retaining Wall on the Servient Tenement in accordance with the Specifications, construct the Retaining Wall in accordance with the Specifications prior to commencing construction of the footings of any building on the Dominant Tenement;
- (c) if the Grantor maintains, repairs or replaces the Retaining Wall pursuant to subsection 3.01(e), reimburse the Grantor for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses of said maintenance, repair or replacement of the Retaining Wall by certified cheque or bank draft within twenty (20) business days of the Grantor providing the Grantee with copies of all invoices and receipts relating to the costs and expenses incurred by the Grantor in respect of the maintenance, repair or replacement of the Retaining Wall pursuant to subsection 3.01(f);
- (d) if:
 - A. the Grantor fails or refuses to maintain, repair or replace the Retaining Wall as necessary to ensure the continued operation, safety and function of the Retaining Wall in accordance with subsection 3.01(e);
 - B. an arbitrator appointed in accordance with subsection 6.01 determines that it is necessary to maintain, repair or replace the Retaining Wall to ensure the continued operation, safety and function of the Retaining Wall; and
 - C. following the determination of an arbitrator that it is necessary to maintain, repair or replace the Retaining Wall to ensure the continued operation, safety and function of the Retaining Wall, the Grantor fails or refuses to maintain, repair or replace the Retaining Wall as necessary to ensure the continued operation, safety and function of the Retaining Wall,

the Grantee will maintain, repair or replace the Retaining Wall as necessary to ensure the continued operation, safety and function of the Retaining Wall;
- (e) within twenty (20) business days of the receipt thereof, submit to the Grantor copies of all invoices and receipts relating to the costs and expenses incurred by the Grantee in respect of the maintenance, repair or replacement of the Retaining Wall pursuant to subsection 4.01(d);

- (f) submit any Dispute (as defined in subsection 6.01) that arises under this Agreement, including, without limitation, any dispute concerning the determination of whether any maintenance, repair or replacement of the Retaining Wall is necessary to ensure the continued operation, safety and function of the Retaining Wall to arbitration in accordance with subsection 6.01.
- (g) act reasonably with due consideration for the interests of the Grantor in exercising its rights granted hereunder and construct, maintain, repair and replace the Retaining Wall in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Servient Tenement or any improvement on the Servient Tenement;
- (h) rake up all rubbish and construction debris it creates in order to leave the Servient Tenement in a reasonably neat and clean condition;
- (i) prior to exercising any rights granted by the Grantor under section 1 of this Agreement, provide not less than two (2) business days written notice to the Grantor of the Grantee's intention to exercise said rights;
- (j) indemnify and save harmless the Grantor in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by the Grantee or any other person permitted hereunder of any of the rights granted hereunder by reason of or with respect to any injury to any person or persons, including death, resulting at any time hereafter and any damage to or loss of property suffered by the Grantor or others, except to the extent such injury, death, damage or loss is caused by the negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible; and
- (k) prior to commencing construction of the Retaining Wall and at all times during the construction, maintenance, repair or replacement thereof, obtain and maintain at its sole expense builder's all-risks insurance policy and a comprehensive general liability or wrap-up liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, under which both the Grantor and the Grantee will be named or additional insureds. Prior to the Grantee commencing construction, maintenance, repair or replacement of the Retaining Wall, the Grantee will provide the Grantor with evidence 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' written 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, the Grantor will have the right to effect its own equivalent insurance coverage and the Grantee will bear the cost of effecting such insurance.

5.00 COVENANTS ON TRANSFER

5.01 Neither the Grantor nor the Grantee, as the case may be, will transfer any interest in the Servient Tenement or the Dominant Tenement, as the case may be, without requiring the transferee, as a condition to such transfer, to assume the obligations of the Grantor or the Grantee hereunder, as the case may be, insofar as such obligations are

applicable to the transferred property by executing and delivering an assumption agreement substantially in the form attached hereto as Schedule B to the transferring party. Upon such transferee executing and delivering the assumption agreement, the transferring party will automatically be released from its future obligations hereunder insofar as those obligations are applicable to the transferred property. If the Grantor or the Grantee, as the case may be, fails to comply with this subsection 5.01, then the Grantor or the Grantee, as the case may be, will remain liable for the performance of its obligations hereunder in respect of the transferred property, notwithstanding such transfer.

6.00 ARBITRATION

6.01 All disputes, controversies, claims or disagreements arising out of or relating to this Agreement (collectively, a “**Dispute**”) will be settled by arbitration as follows:

- (a) such Dispute may be submitted to arbitration by either party giving written notice to the other party that the party giving the notice has elected to have the Dispute submitted to arbitration. Such arbitration will be carried out by a single arbitrator mutually agreed upon by the parties. If the parties fail to agree upon an arbitrator within ten (10) business days after a party has notified the other party of the name of the person it nominates to carry out the arbitration, then either party may apply to a judge of the Supreme Court of British Columbia for the appointment of an arbitrator and such appointment will be binding on the parties. Any arbitrator nominated or selected will be independent of each of the parties to the dispute;
- (b) it is the intention of the parties that the arbitration will be conducted, and that the determination or award of the arbitrator be made and communicated in writing to the parties, as expeditiously as possible and this will be reflected in choice of and directions given to and by the arbitrator. The arbitrator will conduct the arbitration of the dispute as expeditiously as reasonably possible and will provide written reasons for his decision. The decision of the arbitrator duly appointed pursuant to this subsection 6.01 will be final and binding upon the parties hereto;
- (c) the arbitration will be held in Vancouver, British Columbia unless otherwise agreed by the parties; and
- (d) no limitation imposed by or pursuant to the *Commercial Arbitration Act* (British Columbia) on the remuneration of the arbitrator will apply. The arbitrator is authorized to include in his determination or award an award in favour of either party in respect of any costs incurred in connection with or in respect of the arbitration, including the cost of the arbitrator and the arbitration and all legal and other professional costs and disbursements and although such an award must be made on a judicial basis, it need not be based on any court-approved tariff basis and may be on a complete indemnity basis. In all other respects the arbitration will be governed by the *Commercial Arbitration Act* (British Columbia), as the same may be amended or replaced from time to time.

7.00 MISCELLANEOUS

7.01 The parties will at all times be reasonable in exercising their rights and performing their duties hereunder.

7.02 All chattels and fixtures installed by the Grantee over, on, in or under the Servient Tenement are and will remain owned by the Grantee, any rule of law or equity to the contrary notwithstanding.

7.03 Nothing herein will prevent the Grantor from using the Servient Tenement in a manner which does not interfere with the exercise by the Grantee of its rights hereunder.

7.04 This Agreement will be construed as running with and being a burden upon the Servient Tenement, but no part of the fee of the soil of the Servient Tenement will pass to or be vested in the Grantee under or by these presents and if the Servient Tenement is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Servient Tenement forms a part and will be forthwith released and discharged from each other subdivided parcel.

7.05 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

7.06 If either the Grantor or the Grantee is comprised of more than one party, all the covenants, agreements, representations, warranties and indemnities of the Grantor or the Grantee, as applicable, hereunder will be deemed to be joint and several covenants, agreements, representations, warranties and indemnities of each of such parties.

7.07 Any notice given pursuant to or in connection with this Agreement will be made in writing and delivered personally to the party for whom it is intended to be delivered to the address of the Servient Tenement or the Dominant Tenement, as applicable, or to such other addresses and by such other means as are agreed upon by the parties in writing.

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

7.09 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents and invitees of such party wherever the context so requires or allows.

7.10 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs and assigns.

7.11 In this Agreement, "business day" means a day that is not a Saturday, Sunday, a statutory holiday in British Columbia, Boxing Day or Easter Monday.

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

7.13 No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

7.14 This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C and D attached to and forming part hereof.

[The remainder of this page is left intentionally blank]

SCHEDULE A
DESIGN DRAWINGS

See attached.

SCHEDULE B**ASSUMPTION
(RE: PARTITION RETAINING WALL EASEMENT)****BY:** • (the “**Assuming Party**”)**IN FAVOUR OF:** • (the “**Other Party**”)**DATE:** •, 20•

RE: Easement – Retaining Wall made the • day of •, 20• and registered in the Land Title Office under instrument number • (the “**Retaining Wall Easement**”) on title to certain lands and premises located in West Vancouver, British Columbia and legally described as **[NTD: Legal description to be inserted.]** (the “**Servient Tenement**”) for the benefit of certain lands and premises located in West Vancouver, British Columbia and legally described as **[NTD: Legal description to be inserted.]** (the “**Dominant Tenement**”)

A. The Assuming Party is the transferee of the **[Dominant Tenement / Servient Tenement]**.

IN CONSIDERATION of \$10.00 paid by the Other Party to the Assuming Party and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assuming Party, the Assuming Party hereby covenants and agrees as follows in favour of the Other Party:

1. Effective as of the date hereof, the Assuming Party hereby assumes and agrees that it will be bound by, and covenants to observe and perform, all the covenants and obligations of the **[“Grantor” / “Grantee”]** under the Retaining Wall Easement (the “**Assumed Obligations**”). The Assuming Party acknowledges, confirms and agrees that the Assumed Obligations will be enforceable against the Assuming Party by the Other Party in accordance with the terms and conditions of the Retaining Wall Easement.
2. This Assumption will be governed by and construed in accordance with the laws of the Province of British Columbia.
3. This Assumption will enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.
4. The Assuming Party will do all acts and execute all documents, instruments and agreements necessary to give full force and effect to the terms of this Assumption.
5. Delivery of an executed copy of this Assumption by electronic transmission will be as effective as personal delivery of an originally executed copy of this Assumption.

• **[Assuming Party]**

By: _____
Authorized Signatory

EXHIBIT G
FORM OF RECIPROCAL PARTITION RETAINING WALL EASEMENT

See attached.

TERMS OF INSTRUMENT – PART 2

RECIPROCAL EASEMENT AGREEMENT
(PARTITION RETAINING WALLS)

THIS AGREEMENT dated as of _____, 2018.

BETWEEN:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7,
as registered owner of Lot A (as defined below)

(the “Lot A Owner”) **[NTD: Actual lot number to be inserted.]**

AND:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7,
as registered owner of Lot B (as defined below)

(the “Lot B Owner”) **[NTD: Actual lot number to be inserted.]**

WHEREAS:

- A. The Lot A Owner is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(“Lot A”); **[NTD: Actual lot number to be inserted.]**

- B. The Lot B Owner is the registered owner of certain lands and premises in the in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(“Lot B”); **[NTD: Actual lot number to be inserted.]**

- C. The Lot A Owner intends to construct improvements on Lot A, which improvements for greater certainty include a single family dwelling;
- D. The Lot B Owner intends to construct improvements on Lot B, which improvements for greater certainty include a single family dwelling;

- E. The Lot A Owner has agreed to grant to the Lot B Owner certain easements over Lot A for the benefit of Lot B; and
- F. The Lot B Owner has agreed to grant to the Lot A Owner certain easements over Lot B for the benefit of Lot A.

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:

ARTICLE 1 DEFINITIONS

- 1.1 In this Agreement, the following terms have the following meanings unless the context otherwise requires:
 - (a) **“Lot A Other Walls”** means those partition retaining walls, if any, located on Lot B on or about the locations depicted in the design drawings attached hereto as Schedule A that benefit Lot A but are not required to be built by the Lot A Owner pursuant to the Lot A Owner’s building permit in respect of the Lot A Owner’s proposed development on Lot A;
 - (b) **“Lot A Shared Benefit Walls”** means those partition retaining walls located on both Lot A and Lot B and across the boundaries thereof on or about the locations depicted in the design drawings attached hereto as Schedule A that the Lot A Owner is required to build pursuant to the Lot A Owner’s building permit in respect of the Lot A Owner’s proposed development on Lot A;
 - (c) **“Lot A Walls”** means both the Lot A Shared Benefit Walls and the Lot A Other Walls;
 - (d) **“Lot B Shared Benefit Walls”** means those partition retaining walls located on both Lot A and Lot B and across the boundaries thereof on or about the locations depicted in the design drawings attached hereto as Schedule A that the Lot B Owner is required to build pursuant to the Lot B Owner’s building permit in respect of the Lot B Owner’s proposed development on Lot B;
 - (e) **“Lot B Other Walls”** means those partition retaining walls, if any, located on Lot A on or about the locations depicted in the design drawings attached hereto as Schedule A that benefit Lot B but are not required to be built by the Lot B Owner pursuant to the Lot B Owner’s building permit in respect of the Lot B Owner’s proposed development on Lot B;
 - (f) **“Lot B Walls”** means both the Lot B Shared Benefit Walls and the Lot B Other Walls;
 - (g) **“Other Walls”** means either the Lot A Other Walls or the Lot B Other Walls;

- (h) **“Shared Benefit Walls”** means either the Lot A Shared Benefit Walls or the Lot B Shared Benefit Walls; and
- (i) **“Walls”** means either the Shared Benefit Walls or the Other Walls.

ARTICLE 2 GRANT OF EASEMENTS

Grant of Easements by Lot B Owner

- 2.1 The Lot B Owner does hereby grant, convey and confirm unto the Lot A Owner, for the benefit of Lot A as dominant tenement and to be appurtenant to Lot A and to bind all of Lot B as servient tenement, for the use and enjoyment of the Lot A Owner and its servants, agents, licencees, contractors and subcontractors, in common with the Lot B Owner and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times hereafter, by night and by day, at its and their will and pleasure, upon not less than two (2) business days written notice to the Lot B Owner, to:
- (a) enter over, on, in and under Lot B to construct, maintain, repair and replace the Lot A Shared Benefit Walls in accordance with the Specifications (as defined below);
 - (b) bring onto Lot B all materials and equipment the Lot A Owner requires or desires in connection with the construction, maintenance, repair or replacement of the Lot A Walls;
 - (c) cross over Lot B for reasonable access to the Lot A Walls; and
 - (d) do all acts which in the reasonable opinion of the Lot A Owner are incidental to the foregoing,

to have and to hold as easements appurtenant to Lot A, subject only to the provisos, terms and conditions herein contained.

Restrictions on the Exercise of Rights by Lot A Owner

- 2.2 When exercising those rights granted to it by the Lot B Owner in subsection 2.1, the Lot A Owner will at all times act reasonably and with due consideration for the interests of the Lot B Owner and will cause as little disturbance to the owners and occupants of the Lot B Owner as is reasonably possible.

Grant of Easements by Lot A Owner

- 2.3 The Lot A Owner does hereby grant, convey and confirm unto the Lot B Owner, for the benefit of Lot B as dominant tenement and to be appurtenant to Lot B and to bind all of Lot A as servient tenement, for the use and enjoyment of the Lot B Owner and its

servants, agents, licencees, contractors and subcontractors, in common with the Lot A Owner and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times hereafter, by night and by day, at its and their will and pleasure, upon not less than two (2) business days written notice to the Lot A Owner, to:

- (a) enter over, on, in and under Lot A to construct, maintain, repair and replace the Lot B Shared Benefit Walls in accordance with the Specifications (as defined below);
- (b) bring onto Lot A all materials and equipment the Lot B Owner requires or desires in connection with the construction, maintenance, repair or replacement of the Lot B Walls;
- (c) cross over Lot A for reasonable access to the Lot B Walls; and
- (d) do all acts which in the reasonable opinion of the Lot B Owner are incidental to the foregoing,

to have and to hold as easements appurtenant to Lot B, subject only to the provisos, terms and conditions herein contained.

Restrictions on the Exercise of Licences by Lot B Owner

- 2.4 When exercising those rights granted to it by the Lot A Owner in subsection 2.3, the Lot B Owner will at all times act reasonably and with due consideration for the interests of the Lot A Owner and will cause as little disturbance to the owners and occupants of the Lot A Owner as is reasonably possible.

ARTICLE 3 COVENANTS REGARDING CONSTRUCTION

- 3.1 The party that is required to construct either the Shared Benefit Walls or the Other Walls, as the case may be, by the covenants contained herein (the “**Constructing Party**”) will engage a structural engineer, or such other engineer or architect as is necessary, to prepare design drawings of the Shared Benefit Walls or the Other Walls, as the case may be, to be approved by the District of West Vancouver (the “**District**”) as part of such party’s building permit plans (the “**Specifications**”).
- 3.2 The Constructing Party will retain and consult a geotechnical engineer to assess and confirm the design rationale of the Shared Benefit Walls or the Other Walls, as the case may be, as such walls relate to foundation loading with adjacent lots.
- 3.3 If the Lot A Owner commences construction of the improvements located on Lot A prior to the Lot B Owner commencing construction of the improvements located on Lot B, the Lot A Owner will construct the Lot A Shared Benefit Walls in accordance with the Specifications and the Lot B Owner, prior to commencing construction of the improvements located on Lot B, will construct the Lot A Other Walls in accordance with the Specifications.

- 3.4 If the Lot B Owner commences construction of the improvements located on Lot B prior to the Lot A Owner commencing construction of the improvements located on Lot A, the Lot B Owner will construct the Lot B Shared Benefit Walls in accordance with the Specifications and the Lot A Owner, prior to commencing construction of the improvements located on Lot A, will construct the Lot B Other Walls in accordance with the Specifications.
- 3.5 The Constructing Party will submit copies of all invoices and receipts relating to the costs and expenses incurred by the Constructing Party in respect of the construction of the Shared Benefit Walls or Other Walls, as the case may be, to the party that is not required to construct the Walls by the covenants contained herein (the “**Non-Constructing Party**”) within twenty (20) business days of the later of:
- (a) the day on which the Non-Constructing Party commences construction of the footings of any building on Lot A or Lot B, as applicable;
 - (b) the day on which the construction of the Shared Benefit Walls or Other Walls, as the case may be, is substantially completed; and
 - (c) the day on which the Constructing Party receives all invoices and receipts relating to the costs and expenses incurred by the Constructing Party in respect of the construction of the Shared Benefit Walls or Other Walls, as the case may be.
- 3.6 If a party is required to construct, maintain, repair or replace any Walls by the covenants contained herein, that party will construct, maintain, repair or replace the Walls in accordance with the Specifications unless the District approves in writing to any alteration of the configuration and design of the Walls, in which case, those alterations will become the Specifications for the purposes of this Agreement and all construction, maintenance, repair or replacement of the Walls will be in accordance with same.

ARTICLE 4 COVENANTS OF THE LOT B OWNER

Covenants

- 4.1 The Lot B Owner covenants and agrees that it will:
- (a) not do or permit to be done any act or thing which in the reasonable opinion of the Lot A Owner may cause any damage to the Walls or obstruct access to Lot B by the Lot A Owner for constructing, maintaining, repairing or replacing the Walls;
 - (b) permit the Lot A Owner to bring onto Lot B all material and equipment the Lot A Owner requires for the construction, maintenance, repair or replacement of the Walls;
 - (c) if the Lot A Owner has constructed or is constructing the Shared Benefit Walls or the Other Walls, as the case may be, in accordance with the Specifications, reimburse the Lot A Owner for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses incurred by the Lot A Owner in respect of the

construction of the Shared Benefit Walls or the Other Walls, as the case may be, up to a maximum of \$50,000 plus applicable taxes by certified cheque or bank draft within twenty (20) business days of the day on which the requirements contained in paragraphs 4.1(c)(i) and 4.1(c)(ii) below are fulfilled:

- (i) the Lot A Owner providing the Lot B Owner with copies of all invoices and receipts relating to the costs and expenses incurred by the Lot A Owner in respect of the construction of the Shared Benefit Walls or the Other Walls, as the case may be; and
- (ii) the later of:
 - (A) the Lot B Owner commencing construction of the footings of any building on Lot B; and
 - (B) the Lot A Owner substantially completing construction of the Shared Benefit Walls or the Other Walls, as the case may be;
- (d) unless the Lot A Owner has constructed or is constructing the Lot B Shared Benefit Walls in accordance with the Specifications, construct the Lot B Shared Benefit Walls prior to commencing construction of the footing of any building on Lot B;
- (e) if the Lot A Owner has constructed or is constructing the Lot A Shared Benefit Walls in accordance with the Specifications, construct the Lot A Other Walls prior to commencing construction of the footing of any building on Lot B;
- (f) maintain, repair and replace the Walls as necessary to ensure the continued operation, safety and function of the Walls at its sole cost and expense save and except for any payments made by the Lot A Owner to the Lot B Owner pursuant to subsection 5.1(f);
- (g) within twenty (20) business days of the receipt thereof, submit to the Lot A Owner copies of all invoices and receipts relating to the costs and expenses incurred by the Lot B Owner in respect of the maintenance, repair or replacement of the Walls pursuant to subsection 4.1(f);
- (h) if the Lot A Owner alters, maintains, repairs or replaces the Walls pursuant to subsection 5.1(g), reimburse the Lot A Owner for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses of said maintenance, repair or replacement of the Walls by certified cheque or bank draft within twenty (20) business days of the Lot A Owner providing the Lot B Owner with copies of all invoices and receipts relating to the costs and expenses incurred by the Lot A Owner in respect of the maintenance, repair or replacement of the Shared Benefit Walls or the Other Walls, as the case may be;
- (i) submit any Dispute (as defined in subsection 8.1) that arises under this Agreement, including, without limitation, any dispute concerning the determination of whether any maintenance, repair or replacement of the Walls is

necessary to ensure the continued operation, safety and function of the Walls to arbitration in accordance with subsection 8.1;

- (j) act reasonably with due consideration for the interests of the Lot A Owner in exercising its rights granted hereunder and construct, maintain, repair and replace the Walls in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Lot A Owner, Lot A or any improvements on Lot A;
- (k) rake up all rubbish and construction debris it creates in order to leave Lot A in a reasonably neat and clean condition; and
- (l) prior to exercising any rights granted by the Lot A Owner under subsection 2.3 of this Agreement, provide not less than two (2) business days written notice to the Lot A Owner of the Lot B Owner's intention to exercise said rights.

ARTICLE 5 COVENANTS OF THE LOT A OWNER

Covenants

5.1 The Lot A Owner covenants and agrees that it will:

- (a) not do or permit to be done any act or thing which in the reasonable opinion of the Lot B Owner may cause any damage to the Walls or obstruct access to Lot A by the Lot B Owner for constructing, maintaining, repairing or replacing the Walls;
- (b) permit the Lot B Owner to bring onto Lot A all material and equipment the Lot B Owner requires for the construction, maintenance, repair or replacement of the Walls;
- (c) if the Lot B Owner has constructed or is constructing the Shared Benefit Walls or the Other Walls, as the case may be, in accordance with the Specifications, reimburse the Lot B Owner for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses incurred by the Lot B Owner in respect of the construction of the Shared Benefit Walls or the Other Walls, as the case may be, up to a maximum of \$50,000 plus applicable taxes by certified cheque or bank draft within twenty (20) business days of the day on which the requirements contained in paragraphs 5.1(c)(i) and 5.1(c)(ii) below are fulfilled:
 - (i) the Lot B Owner providing the Lot A Owner with copies of all invoices and receipts relating to the costs and expenses incurred by the Lot B Owner in respect of the construction of the Shared Benefit Walls or the Other Walls, as the case may be; and
 - (ii) the later of:
 - (A) the Lot A Owner commencing construction of the footings of any building on Lot A; and

- (B) the Lot B Owner substantially completing construction of the Shared Benefit Walls or the Other Walls, as the case may be;
- (d) unless the Lot B Owner has constructed or is constructing the Lot A Shared Benefit Walls in accordance with the Specifications, construct the Lot A Shared Benefit Walls prior to commencing construction of the footing of any building on Lot A;
- (e) if the Lot B Owner has constructed or is constructing the Lot B Shared Benefit Walls in accordance with the Specifications, construct the Lot B Other Walls prior to commencing construction of the footing of any building on Lot A;
- (f) if the Lot B Owner alters, maintains, repairs or replaces the Walls pursuant to subsection 4.1(f), reimburse the Lot B Owner for **[NTD. Insert percentage of cost sharing (50/50 or 25/75, as applicable) as indicated in the applicable design drawings.]** of the costs and expenses of said maintenance, repair or replacement of the Walls by certified cheque or bank draft within twenty (20) business days of the Lot B Owner providing the Lot A Owner with copies of all invoices and receipts relating to the costs and expenses incurred by the Lot B Owner in respect of the maintenance, repair or replacement of the Shared Benefit Walls or the Other Walls, as the case may be;
- (g) if:
 - (i) the Lot B Owner fails or refuses to maintain, repair or replace the Walls as necessary to ensure the continued operation, safety and function of the Walls in accordance with subsection 4.1(f);
 - (ii) an arbitrator appointed in accordance with subsection 8.1 determines that it is necessary to maintain, repair or replace the Walls to ensure the continued operation, safety and function of the Walls; and
 - (iii) following the determination of an arbitrator that it is necessary to maintain, repair or replace the Walls to ensure the continued operation, safety and function of the Walls, the Lot B Owner fails or refuses to maintain, repair or replace the Walls as necessary to ensure the continued operation, safety and function of the Walls,

The Lot A Owner will maintain, repair or replace the Walls as necessary to ensure the continued operation, safety and function of the Walls;
- (h) within twenty (20) business days of the receipt thereof, submit to the Lot B Owner copies of all invoices and receipts relating to the costs and expenses incurred by the Lot A Owner in respect of the maintenance, repair or replacement of the Walls pursuant to subsection 5.1(g);
- (i) submit any Dispute (as defined in subsection 8.1) that arises under this Agreement, including, without limitation, any dispute concerning the determination of whether any maintenance, repair or replacement of the Walls is

necessary to ensure the continued operation, safety and function of the Walls to arbitration in accordance with subsection 8.1.

- (j) act reasonably with due consideration for the interests of the Lot B Owner in exercising its rights granted hereunder and construct, maintain, repair and replace the Walls in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Lot B Owner, Lot B or any improvements on Lot B;
- (k) rake up all rubbish and construction debris it creates in order to leave Lot B in a reasonably neat and clean condition; and
- (l) prior to exercising any rights granted by the Lot B Owner under subsection 2.1 of this Agreement, provide not less than two (2) business days written notice to the Lot B Owner of the Lot A Owner's intention to exercise said rights.

ARTICLE 6 INSURANCE

- 6.1 Prior to commencing construction of the Shared Benefit Walls or the Other Walls, as the case may be, and at all times during the construction thereof, the Constructing Party will obtain and maintain at its sole expense builder's all-risks insurance policy and a comprehensive general liability or wrap-up liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, under which both the Lot A Owner and the Lot B Owner will be named or additional insureds. Prior to the Constructing Party commencing construction of the Shared Benefit Walls or the Other Walls, as the case may be, the Constructing Party will provide the Non-Constructing Party with evidence 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' written notice to the Non-Constructing Party of cancellation. In the event that any of the insurance policies are cancelled or not renewed at any time during the period in which the Constructing Party is required to maintain such insurance hereunder, the Non-Constructing Party will have the right to effect its own equivalent insurance coverage and the Constructing Party will bear the cost of effecting such insurance.
- 6.2 Prior to commencing maintenance, repair or replacement of the Walls and at all times during the maintenance, repair or replacement thereof, the party maintaining, repairing or replacing the Walls (the "**Repairing Party**") will obtain and maintain at its sole expense builder's all-risks insurance policy and a comprehensive general liability or wrap-up liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, under which both the Lot A Owner and the Lot B Owner will be named or additional insureds. Prior to the Repairing Party commencing maintenance, repair or replacement of the Walls, the Repairing Party will provide the party not maintaining, repairing or replacing the Walls (the "**Non-Repairing Party**") with evidence 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' written notice to the Non-Repairing Party of cancellation. In the event that any of the insurance policies are cancelled or not renewed at any time during the period in which the Repairing Party is required to maintain such insurance hereunder, the Non-

Repairing Party will have the right to effect its own equivalent insurance coverage and the Repairing Party will bear the cost of effecting such insurance.

ARTICLE 7 COVENANTS ON TRANSFER

- 7.1 Neither the Lot A Owner nor the Lot B Owner, as the case may be, will transfer any interest in Lot A or Lot B, as the case may be, without requiring the transferee, as a condition to such transfer, to assume the obligations of the Lot A Owner or the Lot B Owner hereunder, as the case may be, insofar as such obligations are applicable to the transferred property by executing and delivering an assumption agreement substantially in the form attached hereto as Schedule B to the transferring party. Upon such transferee executing and delivering the assumption agreement, the transferring party will automatically be released from its future obligations hereunder insofar as those obligations are applicable to the transferred property. If the Lot A Owner or the Lot B Owner, as the case may be, fails to comply with this section 7.1, then the Lot A Owner or the Lot B Owner, as the case may be, will remain liable for the performance of its obligations hereunder in respect of the transferred property, notwithstanding such transfer.

ARTICLE 8 ARBITRATION

- 8.1 All disputes, controversies, claims or disagreements arising out of or relating to this Agreement (collectively, a “**Dispute**”) will be settled by arbitration as follows:
- (a) such Dispute may be submitted to arbitration by either party giving written notice to the other party that the party giving the notice has elected to have the Dispute submitted to arbitration. Such arbitration will be carried out by a single arbitrator mutually agreed upon by the parties. If the parties fail to agree upon an arbitrator within ten (10) business days after a party has notified the other party of the name of the person it nominates to carry out the arbitration, then either party may apply to a judge of the Supreme Court of British Columbia for the appointment of an arbitrator and such appointment will be binding on the parties. Any arbitrator nominated or selected will be independent of each of the parties to the dispute;
 - (b) it is the intention of the parties that the arbitration will be conducted, and that the determination or award of the arbitrator be made and communicated in writing to the parties, as expeditiously as possible and this will be reflected in choice of and directions given to and by the arbitrator. The arbitrator will conduct the arbitration of the dispute as expeditiously as reasonably possible and will provide written reasons for his decision. The decision of the arbitrator duly appointed pursuant to this subsection 8.1 will be final and binding upon the parties hereto;
 - (c) the arbitration will be held in Vancouver, British Columbia unless otherwise agreed by the parties; and
 - (d) no limitation imposed by or pursuant to the *Commercial Arbitration Act* (British Columbia) on the remuneration of the arbitrator will apply. The arbitrator is authorized to include in his determination or award an award in favour of either

party in respect of any costs incurred in connection with or in respect of the arbitration, including the cost of the arbitrator and the arbitration and all legal and other professional costs and disbursements and although such an award must be made on a judicial basis, it need not be based on any court-approved tariff basis and may be on a complete indemnity basis. In all other respects the arbitration will be governed by the *Commercial Arbitration Act* (British Columbia), as the same may be amended or replaced from time to time.

ARTICLE 9 MISCELLANEOUS

- 9.1 The parties will at all times be reasonable in exercising their rights and performing their duties hereunder.
- 9.2 All chattels and fixtures installed by a party over, on, in or under Lot A or Lot B, as the case may be, are and will remain owned by that party, any rule of law or equity to the contrary notwithstanding.
- 9.3 Nothing herein will prevent the Lot B Owner from using Lot B in a manner which does not interfere with the exercise by the Lot A Owner of its rights hereunder.
- 9.4 Nothing herein will prevent the Lot A Owner from using Lot A in a manner which does not interfere with the exercise by the Lot B Owner of its rights hereunder.
- 9.5 This Agreement will be construed as running with and being a burden upon Lot A and Lot B, but no part of the fee of the soil of Lot A or Lot B will pass to or be vested under or by these presents and if either Lot A or Lot B are subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which either Lot A or Lot B, as applicable, forms a part and will be forthwith released and discharged from each other subdivided parcel.
- 9.6 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.7 If either the Lot A Owner or the Lot B Owner is comprised of more than one party, all the covenants, agreements, representations, warranties and indemnities of the Lot A Owner or the Lot B Owner, as applicable, hereunder will be deemed to be joint and several covenants, agreements, representations, warranties and indemnities of each of such parties.
- 9.8 Any notice given pursuant to or in connection with this Agreement will be made in writing and delivered personally to the party for whom it is intended to be delivered to the address of Lot A or Lot B, as applicable, or to such other addresses and by such other means as are agreed upon by the parties in writing.
- 9.9 Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties hereto so require.

- 9.10 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents and invitees of such party wherever the context so requires or allows.
- 9.11 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs and assigns.
- 9.12 In this Agreement, "business day" means a day that is not a Saturday, Sunday, a statutory holiday in British Columbia, Boxing Day or Easter Monday.
- 9.13 If any provision or provisions herein contained are found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.
- 9.14 No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.
- 9.15 This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C and D attached to and forming part hereof.

[The remainder of this page is left intentionally blank]

SCHEDULE A
DESIGN DRAWINGS

See attached.

SCHEDULE B

ASSUMPTION

(RE: RECIPROCAL PARTITION RETAINING WALL EASEMENT)

BY: • (the “Assuming Party”)

IN FAVOUR OF: • (the “Other Party”)

DATE: •, 20•

RE: Reciprocal Easement – Retaining Wall made the • day of •, 20• and registered in the Land Title Office under instrument number • (the “Retaining Wall Easement”) on title to certain lands and premises located in West Vancouver, British Columbia and legally described as [NTD: Legal description to be inserted.] (“Lot A”) for the benefit of Lot A and for certain lands and premises located in West Vancouver, British Columbia and legally described as [NTD: Legal description to be inserted.] (“Lot B”)

A. The Assuming Party is the transferee of [Lot A / Lot B].

IN CONSIDERATION of \$10.00 paid by the Other Party to the Assuming Party and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assuming Party, the Assuming Party hereby covenants and agrees as follows in favour of the Other Party:

1. Effective as of the date hereof, the Assuming Party hereby assumes and agrees that it will be bound by, and covenants to observe and perform, all the covenants and obligations of the [the “Lot A Owner” / the “Lot B Owner”] under the Retaining Wall Easement (the “Assumed Obligations”). The Assuming Party acknowledges, confirms and agrees that the Assumed Obligations will be enforceable against the Assuming Party by the Other Party in accordance with the terms and conditions of the Retaining Wall Easement.
2. This Assumption will be governed by and construed in accordance with the laws of the Province of British Columbia.
3. This Assumption will enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.
4. The Assuming Party will do all acts and execute all documents, instruments and agreements necessary to give full force and effect to the terms of this Assumption.
5. Delivery of an executed copy of this Assumption by electronic transmission will be as effective as personal delivery of an originally executed copy of this Assumption.

• **[Assuming Party]**

By: _____
Authorized Signatory

EXHIBIT H
PARTITION RETAINING WALL DESIGN DRAWINGS

See attached.



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

REVISIONS

1

REVISION	DATE
8	
7	REQUIRED FOR COUNCIL REVIEW JUN 8, 2016
6	REQUIRED FOR COUNCIL REVIEW DEC 6, 2017
5	REQUIRED FOR COUNCIL REVIEW JUL 26, 2017
4	REQUIRED FOR COUNCIL REVIEW APR 19, 2017
3	REQUIRED FOR DEVELOPMENT PERMIT APR 12, 2017
2	DEVELOPMENT PERMIT APR 1, 2016
1	PRELIMINARY REVIEW

PROJECT NUMBER	EC-41
DRAWN BY	JPS
CHECKED BY	MB
DATE CHECKED	AUG 1, 2016
CONSULTANT	

**EXECUTIVE HOMES AT
RODGERS CREEK LANE**

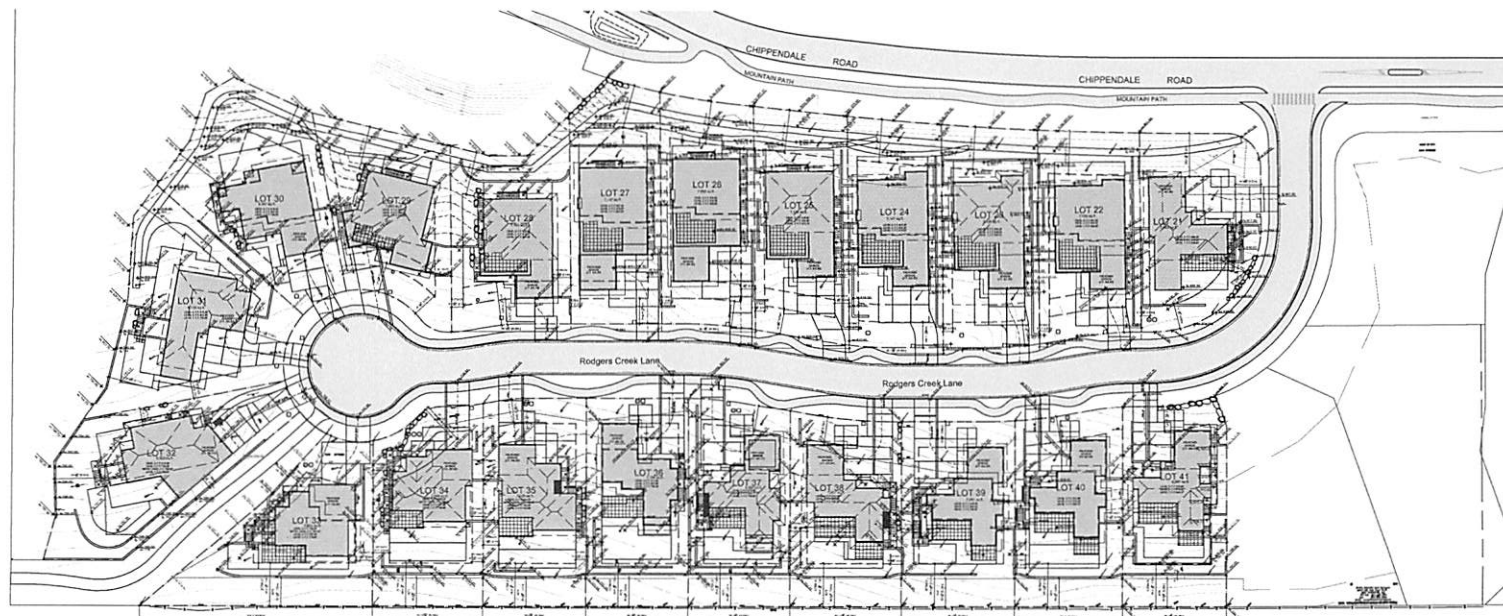
AREA 3 (SAB): LOTS 21-41
WELL VANDERKAM BC

DRAWING TITLE

**SITE PLAN
LOTS 21-41**

DRAWING

A1.1



1 LOTS 21-41

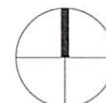
Scale: 1/32" = 1'-0"

LOT	FRONT YARD			REAR YARD			SIDE YARD MIN.			COMBINED SIDE YARD			HIGHEST BLDG FACE			BUILDING HEIGHT			COVERED BALCONY			SITE COVERAGE		
	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.
21	4.5	5	-	7.6	7.6	-	1.52	1.52	-	1.52	1.52	-	6.71	11.5	4.79	7.62	11.7	4.08	6.00%	5.70%	-	35%	27%	-
22	4.5	4.8	-	7.6	8.2	-	1.8	1.8	-	4.5	4.5	-	6.71	6.2	-	7.62	8.9	1.28	6.00%	4.59%	-	35%	34%	-
23	4.5	7.6	-	7.6	8.2	-	1.7	2.07	-	4.25	4.62	-	6.71	5.9	-	7.62	8.5	0.86	6.00%	4.53%	-	35%	34%	-
24	4.5	8	-	7.6	8.6	-	1.65	1.65	-	4.125	4.125	-	6.71	5.4	-	7.62	8.1	0.48	6.00%	4.52%	-	35%	34%	-
25	4.5	6.6	-	7.6	10	-	1.65	2.02	-	4.125	4.5	-	6.71	6.71	-	7.62	7.6	-	6.00%	4.69%	-	35%	34%	-
26	4.5	7.5	-	7.6	9.5	-	1.65	2.02	-	4.125	4.5	-	6.71	6.71	-	7.62	7.2	-	6.00%	4.71%	-	35%	34%	-
27	4.5	6	-	7.6	9.5	-	1.6	1.6	-	4	4	-	6.71	6.71	-	7.62	7.1	-	6.00%	4.36%	-	35%	34%	-
28	7.6	4.5	3.1	7.6	7.6	-	2.1	2.1	-	5.24	5.24	-	6.71	6.71	-	7.62	7.4	-	6.00%	4.35%	-	35%	29%	-
29	7.6	5.3	2.3	7.6	7.6	-	1.9	1.9	-	4.75	4.8	-	6.71	6.71	-	7.62	7.1	-	6.00%	4.40%	-	35%	28%	-
30	7.6	7.6	-	7.6	7.6	-	3	3	-	6	6	-	6.71	6.71	-	7.62	8	0.38	6.00%	6.00%	-	30%	23%	-
31	7.6	7.6	-	7.9	7.9	-	3	3	-	6	6	-	6.71	6.71	-	7.62	8.2	0.58	6.00%	4.20%	-	30%	20%	-
32	7.6	13.9	-	9	9	-	2	2	-	5	5	-	6.71	6.71	-	7.62	10	2.38	6.00%	5.94%	-	30%	24%	-
33	7.6	7.6	-	7.6	7.6	-	2	2	-	5	5	-	6.71	10	3.29	7.62	8.3	0.68	6.00%	2.40%	-	30%	26%	-
34	7.6	6.6	1.0	7.6	7.6	-	1.95	1.95	-	4.875	5.41	-	6.71	9.7	2.99	7.62	8.4	0.76	6.00%	0.80%	-	35%	26%	-
35	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	9.8	1.09	7.62	8.2	0.58	6.00%	0.80%	-	35%	26%	-
36	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	9	2.29	7.62	8.6	0.91	6.00%	5.80%	-	35%	27%	-
37	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	11.1	4.59	7.62	9.1	1.48	6.00%	6.00%	-	35%	26%	-
38	4.5	4.5	-	7.6	9.6	-	1.95	1.95	-	4.875	4.875	-	6.71	6.71	-	7.62	7.62	-	6.00%	5.36%	-	35%	26%	-
39	4.5	4.5	-	7.6	7.6	-	2	2	-	5	6.4	-	6.71	6.71	-	7.62	5.8	-	6.00%	4.71%	-	35%	27%	-
40	4.5	4.5	-	7.6	7.6	-	1.9	1.9	-	4.75	4.75	-	6.71	7.1	0.39	7.62	6.3	-	6.00%	4.76%	-	35%	27%	-
41	4.5	4.5	-	7.6	7.6	-	1.816	1.82	-	4.54	4.54	-	6.71	8.7	1.99	7.62	7.1	-	6.00%	4.75%	-	35%	27%	-

2 SUMMARY OF VARIANCES

LOT	ELEVATION IN FEET
21	871.0'
22	861.9'
23	856.7'
24	851.9'
25	848.0'
26	841.4'
27	837.8'
28	836.0'
29	832.7'
30	828.9'
31	827.0'
32	821.8'
33	809.6'
34	815.0'
35	815.9'
36	822.4'
37	827.7'
38	827.0'
39	826.6'
40	832.4'
41	839.8'

3 GEODETIC HEIGHTS TO PEAK OF ROOF / TOP OF PARAPET



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

REVISIONS

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PROJECT NUMBER	20-44
DRAWN BY	JPS
CHECKED BY	MB
DATE DESIGNED	AUG 1, 2019
CONSULTANT	

**EXECUTIVE HOMES AT
RODGERS CREEK LANE**

AREA 3 EAST, LOTS 21-41
WEST VANCOUVER, BC

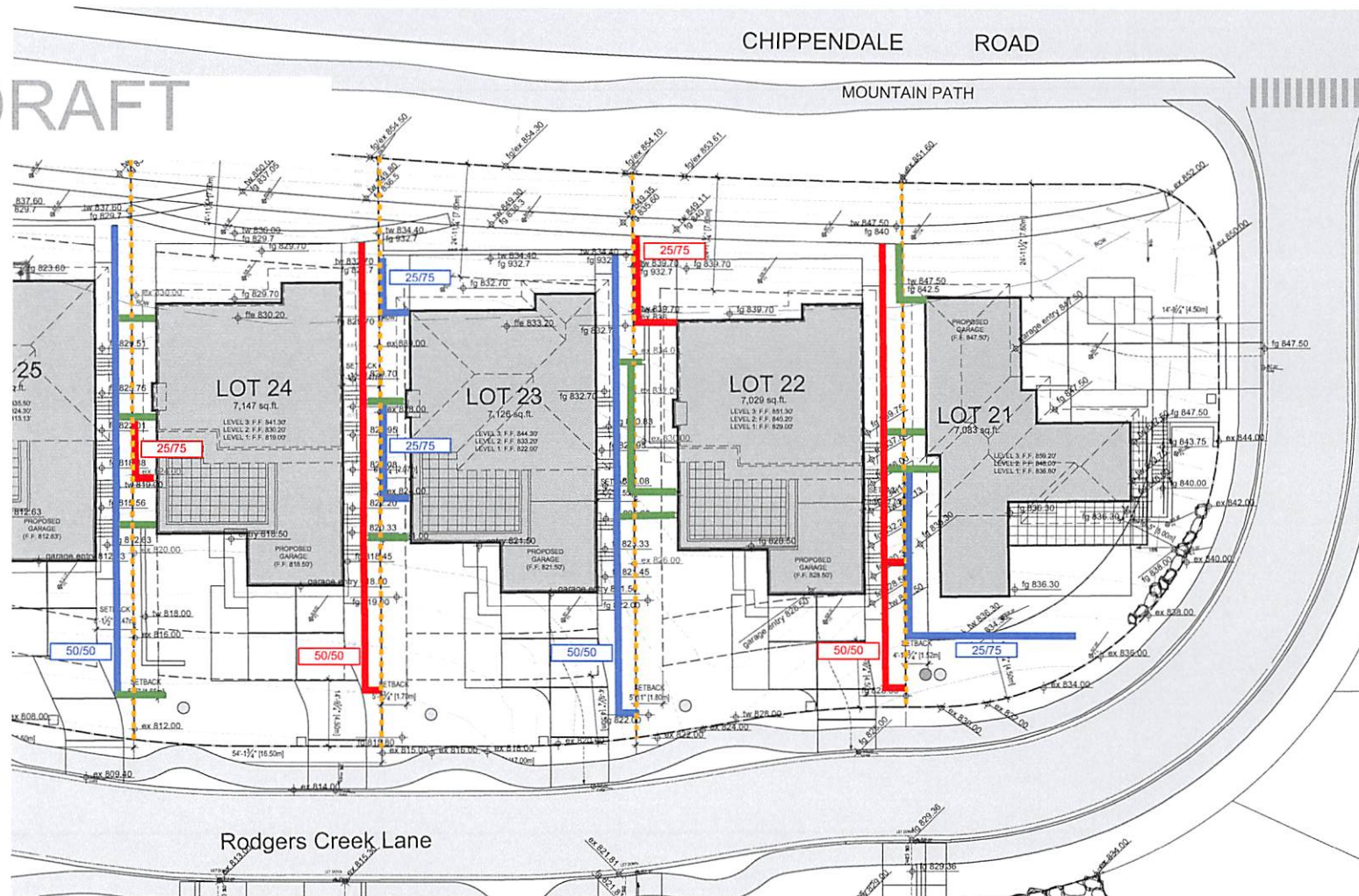
DRAWING TITLE

**SITE PLAN
LOTS 21-24**

DRAWING NO.

A1.2

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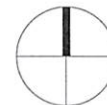
- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- 50/50 SHARED WALL ACROSS PROPERTY 50/50
- 50/50 RETAINING ON A SINGLE LOT
- 50/50 RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

1 LOTS 21-24

Scale 3/32" = 1'

DRAFT



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

REVISIONS

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PROJECT NUMBER	02-40
DRAWN BY	JPT
CHECKED BY	MS
DATE CHECKED	AUG 9, 2016
CONTRACT	

**EXECUTIVE HOMES AT
RODGERS CREEK LANE**

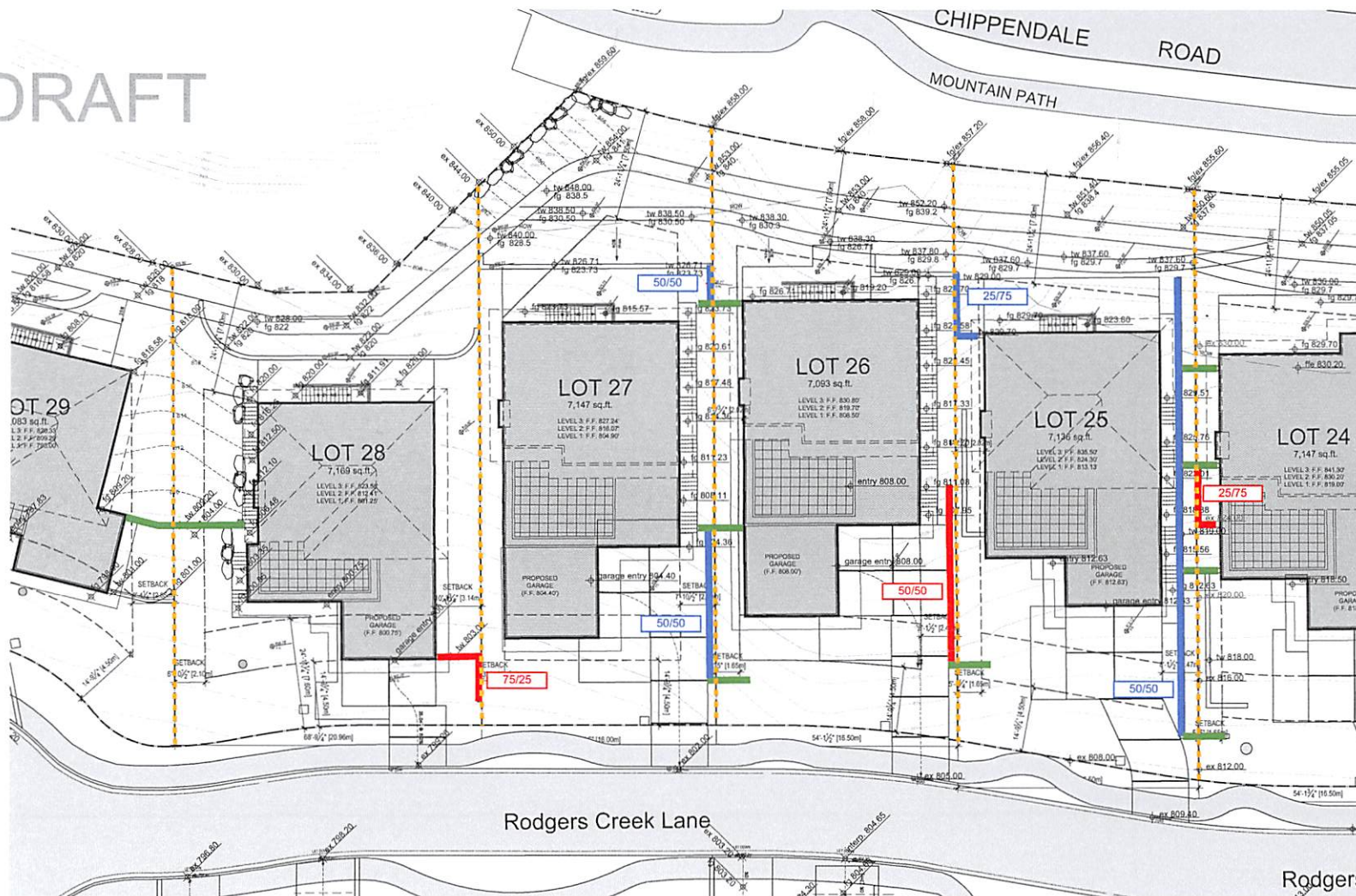
AREA 3 EAST: LOTS 21-41
WEST VANCOUVER, BC

DRAWING TITLE

**SITE PLAN
LOTS 25-28**

DRAWING NO.

A1.3



- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- 50/50 SHARED WALL ACROSS PROPERTY 50/50
- 50/50 RETAINING ON A SINGLE LOT
- 50/50 RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

2 LOTS 25-28
Scale: 3/32" = 1'

DRAFT



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

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PROJECT
EXECUTIVE HOMES AT RODGERS CREEK LANE

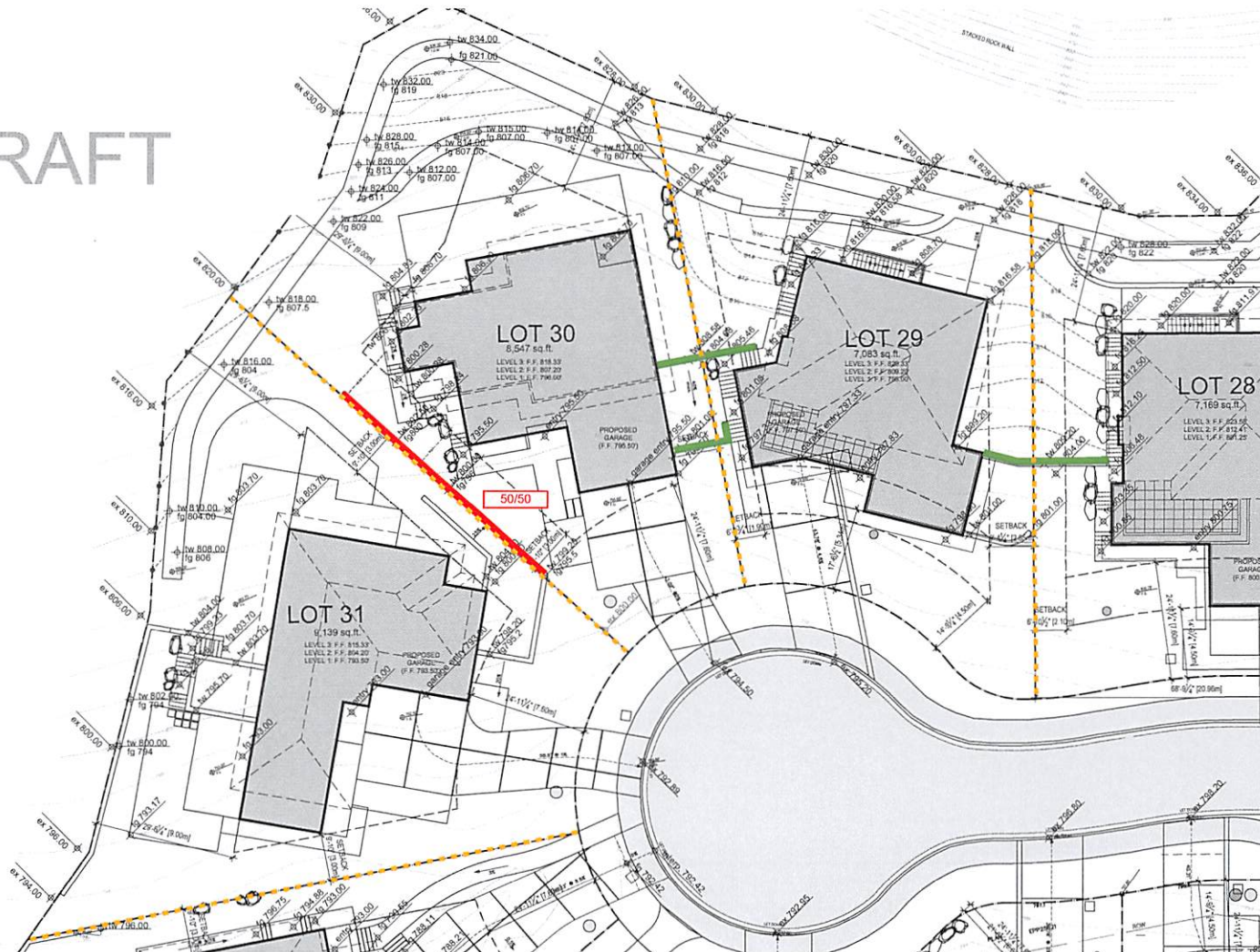
AREA 1 EAST, LOTS 29-31
WEST VANCOUVER, BC

DRAWING TITLE

**SITE PLAN
LOTS 29-31**

DRAWING NO.

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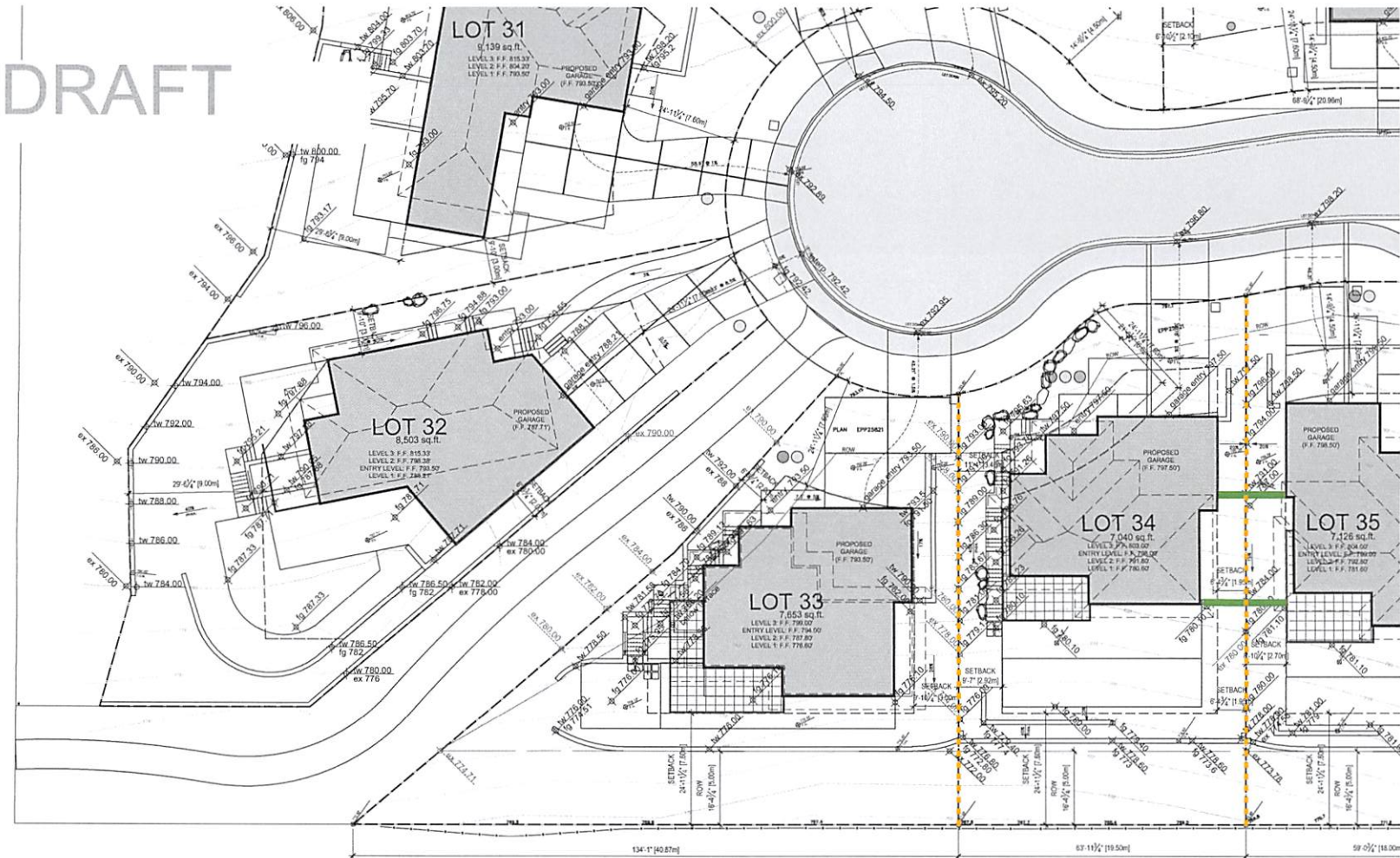
- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- SHARED WALL ACROSS PROPERTY 50/50
- RETAINING ON A SINGLE LOT
- RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

1 LOTS 29-31

Scale: 3/32" = 1'

DRAFT



- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- SHARED WALL ACROSS PROPERTY 50/50
- RETAINING ON A SINGLE LOT
- RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

2 LOTS 32-34

Scale: 3/32" = 1'

EKISTICS
Architecture

1825 Main Street
Vancouver, BC
Canada, V6T 3C1
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www.ekistics.com



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

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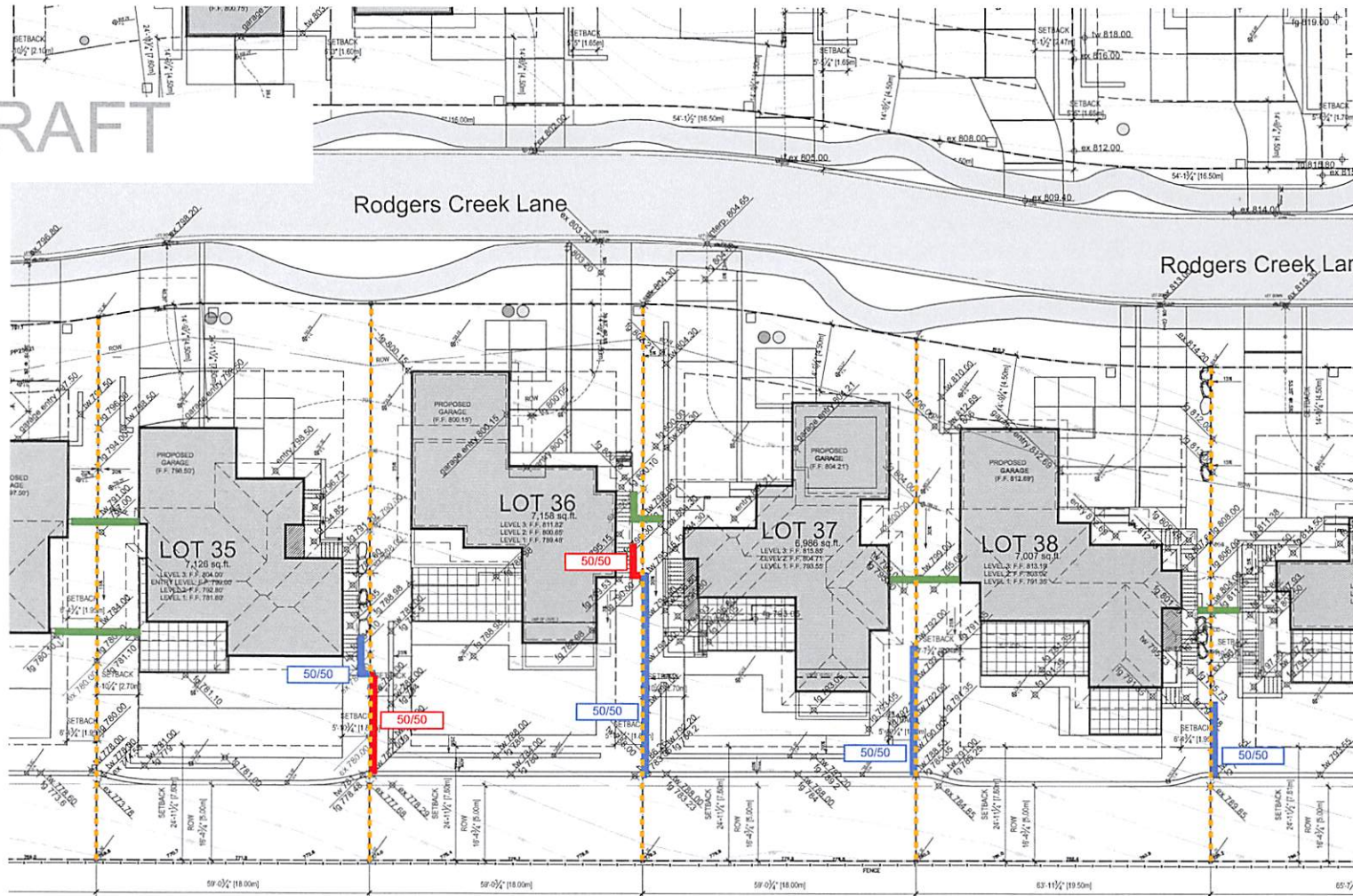
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DRAFT



- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- 50/50 SHARED WALL ACROSS PROPERTY 50/50
- 50/50 RETAINING ON A SINGLE LOT
- 50/50 RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

EKISTICS
Architecture

1825 Main Street
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www.ekistics.com



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

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PROJECT
EXECUTIVE HOMES AT
RODGERS CREEK LANE

AREA 3 (EAST), LOTS 21-41
WEST VANCOUVER, BC

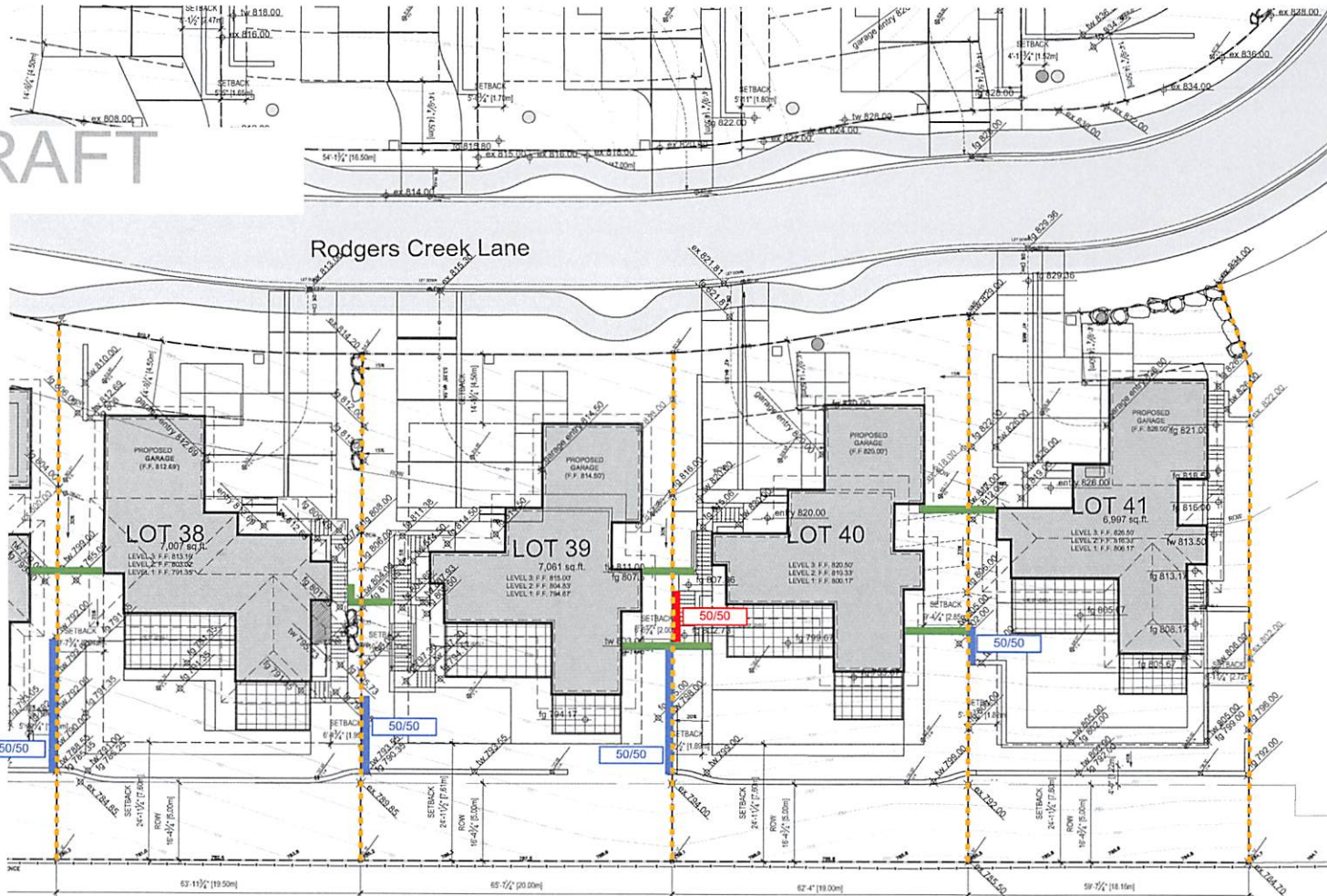
DRAWING TITLE

SITE PLAN
LOTS 35-38

DRAWING NO.

A1.6

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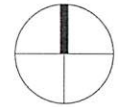
- 25/75 or 50/50 WEST LOT BENEFIT / EAST LOT BENEFIT
- SHARED WALL ACROSS PROPERTY 50/50
- RETAINING ON A SINGLE LOT
- RETAINING ON A SINGLE LOT

* NOTE: Due to undefined construction phasing temporary and/or permanent walls not show on plan maybe required to establish required lot grading at property lines.

1 LOTS 38-41 Scale: 1/32" = 1'

EKISTICS
Architecture

1829 Main Street
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F: 604 876-5050
www.ekistics.com



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

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PROJECT NUMBER	EC-48
DRAWN BY	JPC
CHECKED BY	MB
DATE CHECKED	AUG 5, 2016
CONSULTANT	

PROJECT
**EXECUTIVE HOMES AT
RODGERS CREEK LANE**

AREA 3 EAST, LOTS 38-41
WEST VANCOUVER, BC

DRAWING TITLE

**SITE PLAN
LOTS 38-41**

DRAWING NO.

A1.7

EXHIBIT I
FORM OF BOUNDARY RETAINING WALL EASEMENT

See attached.

TERMS OF INSTRUMENT – PART 2

CONSTRUCTION EASEMENT (BOUNDARY RETAINING WALLS)

THIS AGREEMENT dated as of _____, 2018.

BETWEEN:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(in its capacity as the owner of the Grantor's Lands, the "**Grantor**")

AND:

ANCORE DEVELOPMENTS LTD.

938 West Broadway
Vancouver, B.C.
V5Z 1K7

(in its capacity as the owner of the Grantee's Lands, the "**Grantee**")

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the "**Grantor's Lands**");

- B. The Grantee is the registered owner of certain lands and premises situated in West Vancouver, British Columbia and legally described as:

[NTD: Legal description to be inserted.]

(the "**Grantee's Lands**");

- C. The Grantee may, at its sole option, construct the Retaining Walls (as defined below) on and across the Grantor's Lands and certain other lots in a development (the "**Development**") comprised of Lots 21 to 41 in District Lot 816, New Westminster District, Plan EPP25820;

- D. The Grantor has agreed to grant to the Grantee certain easements over the Grantor's Lands in accordance with the terms and conditions of this Agreement; and

- E. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), 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 in fee simple.

THEREFORE in consideration of these premises, the amount of \$1.00 now paid by the parties to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this Agreement, the following terms have the following meanings unless the context otherwise requires:
 - (a) **“Construct”** means to construct, erect, install, and all activities or other work incidental or related thereto, but excluding any maintenance, repair or replacement and **“Constructing”**, **“Construction”** and **“Constructed”** have corresponding meanings;
 - (b) **“Retaining Walls”** means the boundary retaining walls and improvements related thereto to be Constructed by the Grantee upon the Grantor’s Lands and other lots in the Development on or about the locations depicted in the sketch plans attached hereto as Schedule A;
 - (c) **“Grantor’s Development”** means the buildings and improvements to be Constructed by the Grantor upon the Grantor’s Lands; and
 - (d) **“Repair”** means to inspect, examine, clean, tidy, maintain, replace, repair or remedy and all activities or other work incidental or related thereto and **“Repairing”** and **“Repaired”** have corresponding meanings.
2. Easements. The Grantor, as registered owner of the Grantor’s Lands, hereby grants, transfers and conveys to the Grantee, for the benefit of and to be appurtenant to the Grantee’s Lands:
 - (a) the non-exclusive, full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen, permittees, invitees and guests, at all times hereafter, by day and by night, and at their will and pleasure, in common with the Grantor and all persons now or hereafter with the express or implied permission of the Grantor having a similar right, to enter upon, encroach on, go across, pass over and repass over, within, upon and along the Grantor’s Lands, with or without vehicles, machinery and equipment as is reasonably necessary for the purpose of obtaining reasonable access to and egress to the Grantor’s Lands during and for the Construction of the Retaining Walls in the Development;
 - (b) the non-exclusive, full, free and uninterrupted right, licence, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, workmen and permittees at all times hereafter, in common with the Grantor and all persons now or hereafter with the express or implied permission of the Grantor having a similar right to enter upon, encroach on, go across, pass over and repass over, within, upon and along the Grantor’s Lands, with or without vehicles, machinery,

supplies and equipment as is reasonably necessary for the purposes of Constructing the Retaining Walls on the Grantor's Lands, including, without limitation:

- (i) temporarily storing construction equipment and materials, erecting and maintaining temporary construction trailers, sheds, fences, hoarding, barriers and gates and other temporary construction structures and facilities;
- (ii) excavating, digging up, removing and replacing soil as necessary for the Construction of the Retaining Walls; and
- (iii) clearing the Grantor's Lands and keeping it clear of anything which in the reasonable opinion of the Grantee constitutes or may constitute an obstruction to the foregoing,

and in each case to do all other acts and things which in the opinion of the Grantee are necessary or incidental to any of the foregoing.

3. Reservations. Notwithstanding the easements hereinbefore granted, there is hereby reserved to the Grantor, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

to temporarily interrupt the Grantee's use and enjoyment of the Grantor's Lands hereunder for the purposes of constructing, laying down and installing utility and communications systems of any kind or description, together with all ancillary appliances and equipment, within the Grantor's Lands as the Grantor may reasonably require, and altering, enlarging, extending, removing, repairing, renewing, maintaining, cleaning, inspecting and replacing the same as the Grantor may reasonably require; and

- (a) to grant statutory rights of way or easements in favour of any public utility or authority over the Grantor's Lands or any portion thereof,

provided that none of the foregoing will be permitted if, in effect, it prevents the Grantee from exercising its rights hereunder.

4. Grantor's Covenants and Acknowledgements.

- (a) The Grantor will permit the Grantee for the period during which this Agreement is in force to peaceably hold and enjoy the rights hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor, except as expressly stated in this Agreement.
- (b) The Grantor will not construct or erect, or permit to be constructed or erected or permit to exist, any building, structure, fence, hoarding, foundation, excavation, barrier or other obstacle or improvement of any kind whatsoever on any portion of the Grantor's Lands, or do any act or thing, or permit any act or thing to be done, which would, in the opinion of the Grantee interfere with or preclude the exercise by the Grantee of the rights and easements granted to it herein.

- (c) The Grantor acknowledges and agrees that the Construction of the Retaining Walls and the other structures, improvements and works contemplated herein will involve ongoing noise, dirt, dust, vibrations, blockage of light and views and other activities normally associated with construction projects, all of which may adversely affect the Grantor's Development and the use and enjoyment thereof by owners and occupants of the Grantor's Development, and the Grantor hereby consents to the foregoing.
- (d) The Grantor acknowledges and agrees that the Grantee may appoint another entity (the "**Constructing Party**") to Construct the Retaining Walls.
- (e) Upon completion of the Construction of the Retaining Walls, the Grantor will pay to the Grantee or as the Grantee may direct, within twenty (20) days of demand thereof:
 - (i) that portion of all costs and expenses associated with the Construction of the Retaining Walls incurred by the Grantee or the Constructing Party, including the cut, fill and design thereof, that is equal to that portion of the wall face surface area of the Retaining Walls located on the Grantor's Lands as a percentage of the total wall face surface area of the Retaining Walls located on all lots in the Development; and
 - (ii) that portion of all costs and expenses associated with all necessary excavation, including strip and bulk excavation, undertaken for the purpose of Constructing the Retaining Walls incurred by the Grantee or the Constructing Party, that is equal to that portion of the total volume of materials excavated, including strip and bulk excavation, on the Grantor's Lands for the purpose of Constructing the Retaining Walls as a percentage of the total volume of materials excavated, including strip and bulk excavation, for the purpose of Constructing the Retaining Walls on all lots in the Development; and
 - (iii) a management fee equal to 5% of the aggregate amount calculated in paragraphs 4(e)(i) and (ii) above.
- (f) The Grantor acknowledges and agrees that amounts payable by the Grantor pursuant to paragraph 4(e)(i) and (e)(ii) will be determined conclusively by the Grantee's engineer.
- (g) The Grantor acknowledges and agrees that if the Grantee Constructs the Retaining Walls, including any and all excavation on the Grantor's Lands, such work will be deemed to be work done at the request of the Grantor and the Grantee will be entitled to file a claim of builder's lien against the Grantor's Lands in the event that the Grantor fails to pay the amounts set about above.
- (h) The Grantor will Repair those portions of the Retaining Walls located on the Grantor's Lands as and when necessary to ensure the continued operation, safety and function of the Retaining Walls at its sole cost and expense and the Grantor covenants and agrees to indemnify and save harmless the Grantee in respect of any action, cause of action, suit, damage, loss, cost, claim and

demand of any nature whatsoever arising out of the Grantor's failure to Repair those portions of the Retaining Walls located on the Grantor's Lands.

- (i) The Grantor acknowledges and agrees that the Grantee is not obliged, whether by this Agreement or otherwise, to Construct the Retaining Walls.

5. Grantee's Covenants. The Grantee will, if it elects to Construct the Retaining Walls:

- (a) exercise its rights and carry out its duties or obligations hereunder in a reasonable manner;
- (b) use reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Grantor's Lands;
- (c) exercise reasonable care not to damage any improvements located on the Grantor's Lands; and
- (d) clean up, within a reasonable time, any rubbish or debris deposited by the Grantee or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests on the Grantor's Lands.

6. Termination of Easement.

- (a) This Agreement, including the easements granted herein, will automatically terminate on the date on which Construction of the Retaining Walls is complete and all necessary approvals from the District of West Vancouver regarding the completion of Construction of the Retaining Walls have been obtained. If required by the Land Title Office, the parties will each execute and deliver any document or instrument and perform any act or thing reasonably necessary to have the termination reflected in the records of the Land Title Office, but execution, delivery and registration thereof will not be necessary to effect termination hereof which will occur automatically.
- (b) Any termination of this Agreement or any portion hereof will be without prejudice to any rights, duties or obligations arising prior to such termination.

7. Assumption of Obligations on Sale or Transfer. Neither the Grantor nor the Grantee, as the case may be, will transfer any interest in the Grantor's Lands or the Grantee's Lands, as the case may be, without requiring the transferee, as a condition to such transfer, to assume the obligations of the Grantor or the Grantee hereunder, as the case may be, insofar as such obligations are applicable to the transferred property by executing and delivering an assumption agreement substantially in the form attached hereto as Schedule B to the transferring party. Upon such transferee executing and delivering the assumption agreement, the transferring party will automatically be released from its future obligations hereunder insofar as those obligations are applicable to the transferred property. If the Grantor or the Grantee, as the case may be, fails to comply with this section 7, then the Grantor or the Grantee, as the case may be, will remain liable for the performance of its obligations hereunder in respect of the transferred property, notwithstanding such transfer.

8. Miscellaneous.

- (a) The parties will at all times be reasonable in exercising their rights and performing their duties hereunder.
- (b) Nothing herein will prevent the Grantor from using the Grantor's Lands in a manner which does not interfere with the exercise by the Grantee of its rights hereunder.
- (c) This Agreement will be construed as running with and being a burden upon the Grantor's Lands, but no part of the fee of the soil of the Grantor's Lands will pass to or be vested in the Grantee under or by these presents and if the Grantor's Lands are subdivided then the easements herein granted will continue to run with and bind each subdivided parcel thereof of which the Grantor's Lands forms a part and will be forthwith released and discharged from each other subdivided parcel.
- (d) Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- (e) If either the Grantor or the Grantee is comprised of more than one party, all the covenants, agreements, representations, warranties and indemnities of the Grantor or the Grantee, as applicable, hereunder will be deemed to be joint and several covenants, agreements, representations, warranties and indemnities of each of such parties.
- (f) Any notice given pursuant to or in connection with this Agreement will be made in writing and delivered personally to the party for whom it is intended to be delivered to the address of the Grantor's Lands or the Grantee's Lands, as applicable, or to such other addresses and by such other means as are agreed upon by the parties in writing.
- (g) Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties hereto so require.
- (h) Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents and invitees of such party wherever the context so requires or allows.
- (i) This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs and assigns.
- (j) If any provision or provisions herein contained are found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

- (k) No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.
- (l) This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C and D (General Instrument) attached hereto and forming part hereof as of the date above written.

SCHEDULE A

SKETCH PLANS

See attached.

SCHEDULE B

ASSUMPTION

(RE: BOUNDARY RETAINING WALLS CONSTRUCTION EASEMENT)

BY: • (the “Assuming Party”)

IN FAVOUR OF: • (the “Other Party”)

DATE: •, 20•

RE: Construction Easement – Retaining Wall made the • day of •, 20• and registered in the Land Title Office under instrument number • (the “**Retaining Wall Easement**”) on title to certain lands and premises located in West Vancouver, British Columbia and legally described as [NTD: Legal description to be inserted.] (the “**Servient Tenement**”) for the benefit of certain lands and premises located in West Vancouver, British Columbia and legally described as [NTD: Legal description to be inserted.] (the “**Dominant Tenement**”)

A. The Assuming Party is the transferee of the [**Dominant Tenement / Servient Tenement**].

IN CONSIDERATION of \$10.00 paid by the Other Party to the Assuming Party and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assuming Party, the Assuming Party hereby covenants and agrees as follows in favour of the Other Party:

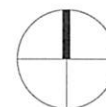
1. Effective as of the date hereof, the Assuming Party hereby assumes and agrees that it will be bound by, and covenants to observe and perform, all the covenants and obligations of the [“**Grantor**” / “**Grantee**”] under the Retaining Wall Easement (the “**Assumed Obligations**”). The Assuming Party acknowledges, confirms and agrees that the Assumed Obligations will be enforceable against the Assuming Party by the Other Party in accordance with the terms and conditions of the Retaining Wall Easement.
2. This Assumption will be governed by and construed in accordance with the laws of the Province of British Columbia.
3. This Assumption will enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.
4. The Assuming Party will do all acts and execute all documents, instruments and agreements necessary to give full force and effect to the terms of this Assumption.
5. Delivery of an executed copy of this Assumption by electronic transmission will be as effective as personal delivery of an originally executed copy of this Assumption.

• [Assuming Party]

By: _____
Authorized Signatory

EXHIBIT J
BOUNDARY RETAINING WALL SKETCH PLANS

See attached.



- HIGHEST BUILDING FACE VARIANCE
- BUILDING HEIGHT VARIANCE
- COVERED BALCONY VARIANCE
- FRONT YARD SETBACK VARIANCE

REVISION

1

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PROJECT NUMBER	EC-49
DRAWN BY	JPO
CHECKED BY	MB
DATE CHECKED	AUG 5, 2016
COMMENTS	

**EXECUTIVE HOMES AT
RODGERS CREEK LANE**

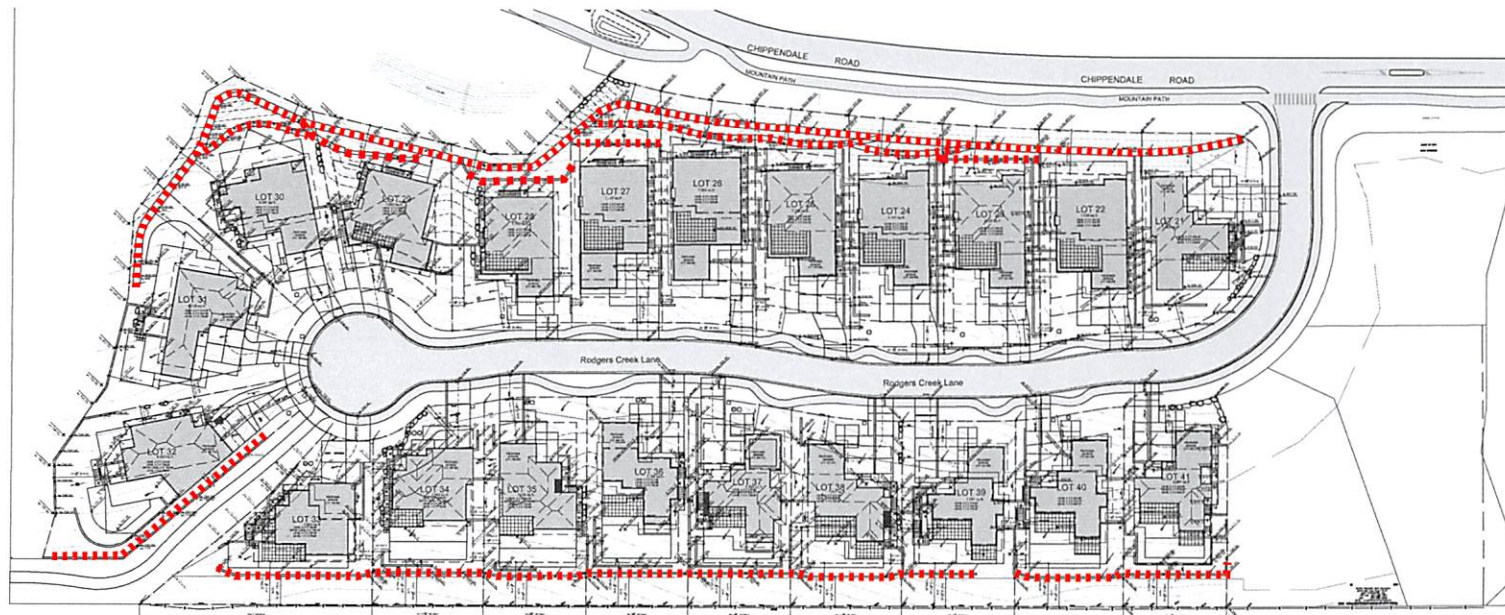
AREA 3 EAST: LOTS 21-41
WEST VANCOUVER, BC

DRAWING TITLE

**SITE PLAN
LOTS 21-41**

DRAWING NO.

A1.1



..... REQUIRED (EAST-WEST) SITE RETAINING
MAJOR WALLS ONLY

LOT	FRONT YARD			REAR YARD			SIDE YARD (N)			COMBINED SIDE YARD			HIGHEST BLDG. FACE			BUILDING HEIGHT			COVERED BALCONY			SITE COVERAGE		
	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.	REQ.	PROV.	VAR.
21	4.5	5	-	7.6	7.6	-	1.52	1.52	-	1.52	1.52	-	6.71	11.5	4.79	7.62	11.7	4.08	6.00%	5.70%	-	35%	27%	-
22	4.5	4.8	-	7.6	8.2	-	1.8	1.8	-	4.5	4.5	-	6.71	6.2	-	7.62	8.9	1.21	6.00%	4.59%	-	35%	34%	-
23	4.5	7.6	-	7.6	8.2	-	1.7	2.07	-	4.25	4.62	-	6.71	5.9	-	7.62	8.5	0.85	6.00%	4.53%	-	35%	34%	-
24	4.5	8	-	7.6	8.6	-	1.65	1.65	-	4.125	4.125	-	6.71	5.4	-	7.62	8.1	0.48	6.00%	4.52%	-	35%	34%	-
25	4.5	6.6	-	7.6	10	-	1.65	2.02	-	4.125	4.5	-	6.71	6.71	-	7.62	7.6	-	6.00%	4.69%	-	35%	34%	-
26	4.5	7.5	-	7.6	9.5	-	1.65	2.02	-	4.125	4.5	-	6.71	6.71	-	7.62	7.2	-	6.00%	4.71%	-	35%	34%	-
27	4.5	6	-	7.6	9.5	-	1.6	1.6	-	4	4	-	6.71	6.71	-	7.62	7.1	-	6.00%	4.36%	-	35%	34%	-
28	7.6	4.5	3.1	7.6	7.6	-	2.1	2.1	-	5.24	5.24	-	6.71	6.71	-	7.62	7.4	-	6.00%	4.35%	-	35%	29%	-
29	7.6	5.3	2.3	7.6	7.6	-	1.9	1.9	-	4.75	4.8	-	6.71	6.71	-	7.62	7.1	-	6.00%	4.40%	-	35%	28%	-
30	7.6	7.6	-	7.6	7.6	-	3	3	-	6	6	-	6.71	6.71	-	7.62	8	0.38	6.00%	6.00%	-	30%	23%	-
31	7.6	7.6	-	7.9	7.9	-	3	3	-	6	6	-	6.71	6.71	-	7.62	8.2	0.58	6.00%	4.20%	-	30%	20%	-
32	7.6	13.9	-	9	9	-	2	2	-	5	5	-	6.71	6.71	-	7.62	10	2.35	6.00%	5.94%	-	30%	24%	-
33	7.6	7.6	-	7.6	7.6	-	2	2	-	5	5	-	6.71	10	3.2	7.62	8.3	0.68	6.00%	2.40%	-	30%	26%	-
34	7.6	6.6	1.0	7.6	7.6	-	1.95	1.95	-	4.875	5.41	-	6.71	9.7	2.97	7.62	8.4	0.75	6.00%	0.80%	-	35%	26%	-
35	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	9.8	3.09	7.62	8.2	0.55	6.00%	0.80%	-	35%	26%	-
36	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	9	2.25	7.62	8.6	0.95	6.00%	5.80%	-	35%	27%	-
37	4.5	4.5	-	7.6	7.6	-	1.8	1.8	-	4.5	4.5	-	6.71	11.3	4.59	7.62	9.1	1.48	6.00%	6.00%	-	35%	26%	-
38	4.5	4.5	-	7.6	9.6	-	1.95	1.95	-	4.875	4.875	-	6.71	6.71	-	7.62	7.62	-	6.00%	5.36%	-	35%	26%	-
39	4.5	4.5	-	7.6	7.6	-	2	2	-	5	6.4	-	6.71	6.71	-	7.62	5.8	-	6.00%	4.71%	-	35%	27%	-
40	4.5	4.5	-	7.6	7.6	-	1.9	1.9	-	4.75	4.75	-	6.71	7.1	0.39	7.62	6.3	-	6.00%	4.76%	-	35%	27%	-
41	4.5	4.5	-	7.6	7.6	-	1.816	1.82	-	4.54	4.54	-	6.71	8.7	1.97	7.62	7.1	-	6.00%	4.75%	-	35%	27%	-

2 SUMMARY OF VARIANCES

3 GEODEIC HEIGHTS TO PEAK OF ROOF / TOP OF PARAPET

LOT	ELEVATION IN FEET
21	871.0'
22	861.9'
23	856.7'
24	851.9'
25	848.0'
26	841.4'
27	837.8'
28	836.0'
29	832.7'
30	828.9'
31	827.0'
32	821.8'
33	809.5'
34	815.0'
35	815.9'
36	812.4'
37	827.7'
38	827.0'
39	826.0'
40	832.4'
41	839.8'

EXHIBIT K
FORM OF OPTION

See attached.

TERMS OF INSTRUMENT – PART 2

OPTION TO PURCHASE

Date: **[NTD: Insert the completion date of the contract of purchase and sale for the Lands.]**

Between: **[NTD: Insert name of Lot Owner.]** (the “Vendor”)

And: **[NTD: Insert Ancore Developments Ltd. or name of builder.]** (the “Purchaser”)

1. BASIC TERMS

The basic terms of this Option to Purchase are:

- (a) **Address of Purchaser:** **[NTD: Insert address of the Purchaser.]**
- (b) **Address of Vendor:** **[NTD: Insert address of the Vendor.]**
- (c) **Lands:** See Schedule A
- (d) **Purchase Price:** **[NTD: Insert the purchase price from the contract of purchase and sale for the Lands.]**
- (e) **Deposits:** None
- (f) **Completion Date:** See Subsection 2(d) below
- (g) **Acceptance Date:** **[NTD: Insert the completion date of the transaction contemplated in the contract of purchase and sale for the Lands.]**
- (h) **Option Commencement Date:** Means the date that is five (5) years following the Acceptance Date
- (i) **Permitted Encumbrances:** See Schedule A

The foregoing basic terms are approved by the parties. Any reference in this Option to Purchase to a basic term shall be construed to include the provision set forth above as well as any additional terms and conditions of this Option to Purchase where the basic term is more fully set forth.

2. OPTION

- (a) In consideration of the sum of \$10.00 paid by the Purchaser to the Vendor as of the date hereof, the receipt and sufficiency of which is hereby acknowledged by the Vendor, the Vendor hereby grants to the Purchaser the sole and exclusive

option (the “**Option**”), irrevocable within the period from and after the date hereof and up to and including the Option Commencement Date, to purchase all of the Vendor’s right, title and interest in and to the Lands including all of the Vendor’s right, title and interest in all buildings, structures and improvements thereon (collectively, the “**Property**”) for the Purchase Price and upon the terms and conditions herein.

- (b) If the Vendor fails to obtain an occupancy permit for the Property issued by the by the District of West Vancouver (the “**Occupancy Permit**”) on or before the Option Commencement Date for any reason, then the Purchaser may exercise the Option at any time after the Option Commencement Date by the Purchaser giving to the Vendor or the Vendor’s solicitors written notice (the “**Option Notice**”) of the exercise of the Option.
- (c) Notwithstanding anything else contained herein, if the Vendor obtains the Occupancy Permit on or before the Option Commencement Date, then the Option and everything contained herein will be null and void and not binding upon the parties and the Purchaser will, within a reasonable period of time following a request therefor by the Vendor, execute and deliver a registrable discharge of this Option to Purchase from title to the Lands, provided that the Vendor will be responsible for all costs and expenses incurred in preparing and registering such discharge.
- (d) If the Option is exercised in the manner herein provided, then this Option to Purchase will become a binding contract for the sale and purchase of the Property, which will be completed on the date (the “**Completion Date**”) that is thirty (30) days after the date of exercise of the Option upon the terms and conditions contained in this Option to Purchase.
- (e) Notwithstanding anything contained herein, the Option will expire and be of no force or effect if the Purchaser does not exercise the Option upon the terms and conditions contained herein within one (1) year of the Option Commencement Date.

3. **PURCHASE PRICE**

The Purchase Price for the Property will be the Purchase Price, subject to adjustment as provided in Section 7, payable by the Purchaser to the Vendor on the Completion Date in accordance with the provisions of this Option to Purchase.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Vendor hereby makes the representations and warranties set out in Section 1 of Schedule B attached hereto and the covenants set out in Section 2 of Schedule B.

5. **GOODS AND SERVICES TAX**

The Vendor and the Purchaser by their acceptance hereof hereby represent and warrant that each of them is and will be at the Completion Date a resident of Canada for the purposes of the *Income Tax Act* (Canada) and the Purchaser confirms that it will be registered with Canada Revenue Agency or any successor thereto (“**CRA**”) in

compliance with Part IX of the *Excise Tax Act* (Canada) relating to the federal goods and services tax (“**GST**”) on the Completion Date. The Purchase Price does not include GST and, subject to subsection 7(b), the Purchaser confirms that it will be responsible for any GST payable with respect to the subject transaction, will account directly to CRA with respect thereto and will confirm its GST registration number to the Vendor on the Completion Date by providing a signed certificate in the customary form (the “**GST Certificate**”).

6. COMPLETION DATE

The sale and purchase of the Property will be completed on the Completion Date.

7. ADJUSTMENTS

- (a) All usual adjustments of taxes, rates, local improvement assessments and other charges and all other costs normally adjusted for on a sale of property similar to the Property, both incoming and outgoing, will be made as of 12:01 a.m. on the Completion Date. The Vendor will receive the benefit of all income and will be responsible for all expenses incurred in operating and maintaining the Property and attributable up to 11:59 p.m. on the day preceding the Completion Date and the Purchaser will receive the benefit of all income and be responsible for all expenses from and including the Completion Date.
- (b) Notwithstanding anything to the contrary contained herein, the Vendor will be solely responsible for all costs and expenses (including, without limitation, property transfer tax and reasonable legal fees) incurred by the Purchaser in connection with the purchase of the Property, and all such costs and expenses will be adjusted for on closing by way of the Purchaser receiving credit(s) therefor on the statement of adjustments.

8. POSSESSION

The Purchaser will have vacant possession of the Property, free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, caveats and encumbrances whatsoever save and except for the Permitted Encumbrances (subject to the provisions of this Option to Purchase related to clearing title of the Vendor's financial encumbrances) immediately upon completion of the sale and purchase of the Property.

9. DELIVERY OF CLOSING DOCUMENTS

- (a) On or before the Completion Date, the Vendor will cause the Vendor's solicitors to deliver to the Purchaser's solicitors the following items, duly executed by the Vendor and in registrable form whenever appropriate, to be dealt with in accordance with Section 10:
 - (i) Form A - Freehold Transfer, conveying the Lands to or as directed by the Purchaser (the “**Transfer**”);
 - (ii) a Vendor's statement of adjustments; and

- (iii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Property free and clear of all registered and unregistered legal notations, charges, liens, interests, claims, judgments, caveats and encumbrances whatsoever other than the Permitted Encumbrances as contemplated herein.
- (b) On or before the Completion Date, the Purchaser will cause the Purchaser's solicitors to deliver to the Vendor's solicitors the following items, duly executed by the Purchaser and in registrable form whenever appropriate, to be dealt with in accordance with Section 10:
 - (i) the GST Certificate; and
 - (ii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Vendor's solicitors for more perfectly and absolutely effecting the matters contemplated hereunder.
- (c) All documents referred to in Sections 9(a) and 9(b) will be prepared by the Purchaser's solicitors to the extent that preparation is required (except for the Vendor's statement of adjustments, which will be prepared by the Vendor or its solicitors), in a form reasonably satisfactory to the Purchaser and, where applicable, in a form suitable for registration in the appropriate offices of public record. The Vendor and the Purchaser will each deliver to or cause to be delivered to the other all such further documents and assurances as may be reasonably required to give full effect to the intent and meaning hereof.

10. CLOSING PROCEDURE

- (a) On or before the Completion Date, the Purchaser will pay to the Purchaser's solicitors in trust the amount provided for in Section 3 of this Option to Purchase, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.
- (b) Forthwith following receipt by the Purchaser's solicitors of the payment pursuant to Section 10(a) and the documents and items referred to in Sections 9(a) and 9(b), the Purchaser will cause the Purchaser's solicitors to file the Transfer in the appropriate Land Title Office on the Completion Date concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property.
- (c) Forthwith following the filing referred to in Section 10(b) and upon the Purchaser's solicitors being satisfied as to the Purchaser's pending title to the Lands after conducting a post filing registration check of the property index disclosing only the following:
 - (i) the existing title number(s) to the Lands;
 - (ii) the Permitted Encumbrances;

- (iii) the pending number(s) assigned to the Transfer;
- (iv) pending numbers assigned to any charges granted by the Purchaser including any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property; and
- (v) any charges with respect to which the Vendor's solicitors have extended undertakings regarding the discharge and release of the same as contemplated in Section 11,

the Purchaser will cause the Purchaser's solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the sale and purchase of the Property, to deliver to the Vendor's solicitors on the Completion Date any document referred to in Sections 9(a), not previously provided to the Vendor in a form executed by the Purchaser, and a certified trust cheque for the balance due to the Vendor pursuant to Section 3, as adjusted as contemplated herein. The Vendor agrees that if the Purchaser is relying on mortgage financing to assist with the purchase of the Property, and if the Purchaser's solicitors have received the net mortgage proceeds from the mortgage lender or its solicitors and continue to hold the amount referred to in Section 10(a) in their trust account, but are unable to deposit the net mortgage proceeds to their trust account because their financial institution's hours of operation do not permit the same, the Purchaser may cause the balance due to the Vendor pursuant to Section 3, as adjusted as contemplated herein, to be paid to the Vendor's Solicitors by no later than 11:00 a.m. on the business day following the Completion Date.

11. DISCHARGE OF VENDOR'S ENCUMBRANCES

The Purchaser acknowledges and agrees that if the Vendor's title to the Property is subject to any financial encumbrance which the Vendor is required to discharge pursuant to this Option to Purchase, the Vendor will not be required to clear title prior to the receipt of the net sale proceeds but will be obligated to do so within a reasonable time following closing and the Purchaser will pay, or cause its solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors in trust on their undertaking to the Purchaser's solicitors and, if required, the Purchaser's lender's solicitors (which undertaking shall be in a form satisfactory to the Purchaser's solicitors, the Purchaser's lender's solicitors and the Vendor's solicitors, each acting reasonably) to discharge any such financial encumbrance from the adjusted Purchase Price and obtain and register a discharge thereof within a reasonable time.

12. FEES AND EXPENSES

All documents as are necessary to complete the sale and purchase of the Property including the Transfer will be prepared and registered by the Purchaser and at the expense of the Vendor and all documents required to clear title to the Property of any of the Vendor's financial encumbrances and any other encumbrances that are not Permitted Encumbrances will be prepared and registered by and at the expense of the Vendor. Without limiting the generality of the foregoing, the Vendor will pay the expense of registering the Transfer including any property transfer tax payable in connection therewith.

13. ASSIGNMENT

The Purchaser is entitled to assign its interest in this Option to Purchase directly or indirectly (including by way of any change of control of the Purchaser) to any other person without the prior written consent of the Vendor. In connection with any assignment of this Option to Purchase, the Purchaser must deliver to the Vendor, prior to such assignment becoming effective, a covenant executed by the assignee in favour of the Vendor wherein the assignee agrees to assume, observe, perform and be bound by all of the Purchaser's obligations under this Option to Purchase. Further, the Purchaser may direct the Vendor to convey title to the Lands to an affiliate of the Purchaser which will hold title to the Lands as nominee, agent and bare trustee for the Purchaser.

14. TENDER

Any tender of documents or money pursuant to this Option to Purchase may be made upon the party being tendered or upon such party's solicitor or notary public, and money shall be tendered only by solicitor's certified trust cheque, certified cheque or bank draft.

15. ENTIRE AGREEMENT

This Option to Purchase (including the Schedules attached hereto) constitutes the entire agreement between the parties in respect of the Property, and it is understood and agreed that there are no representations, warranties or guarantees or promises affecting the Property or this Option to Purchase except for those contained herein. It is further understood and agreed that there are no covenants, agreements, collateral agreements or conditions affecting the Property or this Option to Purchase other than as expressed in writing in this Option to Purchase.

16. TIME

Time shall be of the essence hereof.

17. NOTICES

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Option to Purchase from either party to the other shall be in writing and shall be effectively given and made if given by either party or their respective solicitor and (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by fax or other similar means of electronic communication, including electronic mail:

(a) in the case of the Purchaser, to the address and individual set out in Section 1(a);

(b) in the case of the Vendor, to the address and individual set out in Section 1(b),

or, in either case, to their respective solicitors. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business

day and the communication is so delivered, faxed or sent prior to 6:00 p.m. (Vancouver time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any party may from time to time change its address for receiving notices by notice to the other party given in the manner provided by this Section 17.

18. GOVERNING LAW

This Option to Purchase and the agreement resulting therefrom will be construed according to and governed by the laws of the Province of British Columbia.

19. BINDING EFFECT

This Option to Purchase will enure to the benefit of and be binding upon the Vendor and the Purchaser and their representative administrators, successors and permitted assigns.

20. BUSINESS DAY

- (a) In this Option to Purchase, “**business day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia, Easter Monday or Boxing Day.
- (b) If the date for the performance of any act or thing falls on a day which is not a business day, then the date for the performance of such act or thing will be extended to the next business day.

21. JOINT AND SEVERAL

If either the Vendor or the Purchaser is comprised of more than one party, then all of the covenants, agreements, representations and warranties of each of the parties comprising the Vendor or the Purchaser, as the case may be, will be joint and several covenants, agreements, representations and warranties.

22. EXECUTION BY ELECTRONIC MEANS

This Option to Purchase, and any document contemplated herein or to be delivered hereunder, may be executed by the parties and transmitted by fax, email or other electronic means and if so executed and transmitted this Option to Purchase will be for all purposes as effective as if the parties had delivered an executed original thereof.

23. EXECUTION IN COUNTERPARTS

This Option to Purchase, and any document contemplated herein or to be delivered hereunder, may be executed in any number of counterparts and all counterparts so executed (including those executed and delivered by fax, e-mail or other electronic means), taken together, will be deemed to constitute one agreement.

24. ADDITIONAL CLAUSES

The additional clauses (if any) set out in the Schedules attached hereto are incorporated into and form part of this Option to Purchase as fully as if they were set forth in the main body of this Option to Purchase.

25. REGISTRABLE OPTION

This Option to Purchase and the Option contained herein constitute a registrable interest in land and the Purchaser is entitled to register this Option to Purchase on title to the Property in the Land Title Office.

26. EXECUTION

Upon the execution of this Option to Purchase by the Vendor and the Purchaser, this Option to Purchase will constitute a binding option to purchase the Property in accordance with the terms hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C and D attached to and forming part hereof.

SCHEDULE A

LANDS AND PERMITTED ENCUMBRANCES

I. LEGAL DESCRIPTION

The Lands are legally described as follows:

[NTD: Insert legal description of the Lands.]

II. PERMITTED ENCUMBRANCES

The Property is subject to the following Permitted Encumbrances:

1. the subsisting exceptions or reservations or other rights contained or reserved to the Crown in the original grant from the Crown;
2. the Charges, Liens and Interests registered on title as of the Acceptance Date;
and
3. such other encumbrances as the Purchaser may designate as Permitted Encumbrances by providing notice of such to the Vendor in writing prior to the Completion Date.

SCHEDULE B**COVENANTS, REPRESENTATIONS AND WARRANTIES****1. REPRESENTATIONS AND WARRANTIES**

The Vendor hereby represents and warrants to the Purchaser as representations and warranties that are true at the date hereof and will be true at the time of completion and that are to continue and to survive the purchase of the Property by the regardless of any independent investigations that the Purchaser may cause to be made, that, subject to the limitations, if any, expressed herein:

- (a) if the Vendor is a corporation or a limited partnership, the Vendor is a corporation or limited partnership, as applicable, duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, has made all necessary filings under such laws and has never been dissolved or struck from the register maintained by the applicable governmental authorities;
- (b) the Vendor has the authority and capacity to enter into this Option to Purchase and to carry out and complete the transactions contemplated by this Option to Purchase;
- (c) if applicable, on the Completion Date, the transactions contemplated by this Option to Purchase have been or will be duly and validly authorized by all requisite corporate proceedings of the Vendor;
- (d) this Option to Purchase and all other documents and agreements to be delivered by the Vendor pursuant to this Option to Purchase shall constitute, legal, valid and binding obligations of the Vendor;
- (e) the Vendor, or the Vendor in combination with a nominee entity wholly owned by the Vendor, will be the sole registered and beneficial owner(s) of the Property on the Completion Date, free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, caveats and encumbrances whatsoever save and except the Permitted Encumbrances (subject to the provisions of this Option to Purchase related to clearing title of the Vendor's financial encumbrances), and the Vendor has the full right and authority to sell the Property and to transfer and assign valid title to the Property to the Purchaser;
- (f) there is no claim, litigation or proceeding, pending or, to the best of its knowledge, threatened, by or before any court, government agency, commission, department, board, officer or other authority having jurisdiction that pertains in any manner to the Property or the right of the Purchaser to own the Property or to receive benefits therefrom; and
- (g) there are no leases or tenancy agreements with respect to the Property.

The Vendor acknowledges that the Purchaser is relying on the foregoing representations, warranties, covenants and agreements in connection with the purchase by the Purchaser of the Property.

2. COVENANTS

The Vendor covenants and agrees with the Purchaser that:

- (a) from and after the date of this Option to Purchase, the Vendor will not, without the prior written consent of the Purchaser, enter into any leases or tenancy agreements, or enter into any contract or other financial commitment relating to the Property which would be binding upon the Purchaser; and
- (b) the Vendor will remain solely responsible from and after the Completion Date for all contracts or agreements which are not assigned to and assumed by the Purchaser, including, without limitation any construction, building, excavating or servicing agreement relating to the Property, and the Vendor will and does hereby indemnify and save the Purchaser harmless in respect of any liability or obligation under the same.