

CITY OF SURREY

BY-LAW NO. 13504

A by-law to enter into a development works agreement to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct a detention basin and related appurtenances as identified in the development works agreement to service properties within a portion of Catchment 3 of the East Newton South NCP; to define the benefiting real property and to establish that the cost of the detention basin and related appurtenances shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Municipal Act*, R.S.B.C. 1996, c. 323, as amended (the "*Municipal Act*") enter into a development works agreement to provide, construct, alter, or expand drainage facilities by the City or by the developer and the cost of constructing the drainage facilities shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct a detention basin and related appurtenances to serve a portion of Catchment 3 of the East Newton South NCP pursuant to Section 937.1(4)(c) of the *Municipal Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient;
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the detention basin and related appurtenances.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This By-law shall be cited for all purposes as "Development Works Agreement - East Newton South NCP By-law, 1998, No. 13504".
- 2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").

3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The appliances, equipment, materials, real property, easements and right-of-way required to construct a detention basin, together with the necessary related appurtenances (the "Works") shall be acquired by 553086 B.C. Ltd., as developer, as directed by the General Manager, Engineering.
6. The Works shall be constructed on a portion of:

Parcel Identifier: 005-468-507

Parcel A Except: Firstly: Parcel 10 (Bylaw Plan 62482)

Secondly: Part Road on Plan LMP4989

Thirdly: Part Dedicated Road on Plan LMP22081

Fourthly: Part Subdivided by Plan LMP29494

Section 15 Township 2 New Westminster District Plan 57014

to serve the real property within Catchment 3 of the East Newton South NCP as identified in column two entitled "Legal Description" in Schedule "A" of the Development Works Agreement (the "Benefiting Area").

7. The General Manager, Engineering has provided a formula for imposing all or part of the cost of the Works on the registered owners in fee simple of the real property within the Benefiting Area as identified in column two entitled "Registered Owners" in Schedule "A" of the Development Works Agreement (the "Owners").
8. The General Manager, Engineering has specified in the Development Works Agreement when the costs imposed under the formula become a debt payable by the Owners to the City.

9. The General Manager, Engineering has in the Development Works Agreement provided that until the debt is paid the Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
- (a) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of a debtor in the area subject to the Development Works Agreement; or
  - (b) do any other thing necessary for the development of real property of a debtor in the area subject to the Development Works Agreement.
10. Without limiting the matters dealt with in the Development Works Agreement, the Development Works Agreement specifies the following:
- (a) the Benefiting Area;
  - (b) the Works;
  - (c) that 553086 B.C. Ltd. as developer is responsible for completing the Works within one year after the date of final adoption of this By-law; and
  - (d) provisions for the payment to 553086 B.C. Ltd., as developer, of charges collected under s. 937.1 of the *Municipal Act* by the City from the Owners within the Benefiting Area.
11. The Works shall be carried out under the supervision and according to the direction of the General Manager, Engineering.

PASSED THREE READINGS on the 20th day of July, 1998.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 28th day of July, 1998.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK

**DEVELOPMENT WORKS AGREEMENT**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of July, 1998.

BETWEEN:

**CITY OF SURREY**, a municipal corporation under the *Municipal Act* of the Province of British Columbia and having its offices at 14245 - 56th Avenue, City of Surrey, Province of British Columbia, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

**553086 B.C. LTD.**, a body corporate under the laws of the Province of British Columbia and having its offices at #210 - 7525 King George Highway, City of Surrey, Province of British Columbia, V3W 5A8

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within catchment 3 of the East Newton Neighbourhood Concept Plan is identified in column two entitled "Legal Description" in Schedule "A", attached hereto (the "Benefiting Area").
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column one entitled "Registered Owner" in Schedule "A", attached hereto (the "Owners").
- C. **AND WHEREAS** a detention basin and related appurtenances as described in Schedule "B", attached hereto (the "Detention Basin") is required to be constructed.
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement.
- E. **AND WHEREAS** the Detention Basin is not currently scheduled for construction by the City, but is contained within the City's 10 Year Engineering Servicing Plan.
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Detention Basin and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area.

- G. **AND WHEREAS** Section 937.1 of the *Municipal Act*, R.S.B.C. 1996, c. 323 and amendments thereto (the "*Act*") authorizes Council to enter into an agreement with a Developer for the provision of drainage facilities by the Developer.
- H. **AND WHEREAS** Council adopted Development Works Agreement - East Newton South NCP By-law, 1998, No. \_\_\_\_\_ on \_\_\_\_\_, 1998, authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Detention Basin Land, the Access Right-of-Way and the Detention Basin by the Developer.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. **DEFINITIONS**

In this Agreement and in the recital above:

"Access Right-of-Way" means a right-of-way in favour of the City for access to and from the Detention Basin Land substantially in the form and substance of the instrument attached as Schedule "C", the interim location of which is shown on the plan attached thereto and the width of which will be six metres more or less, except in the areas marked as "10 m wide spillway overflow row" and "10 m wide outflow pipe row", the width of which will be 10 metres more or less.

"*Act*" means the *Municipal Act*, R.S.B.C. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this Agreement and all Schedules attached hereto.

"Benefiting Area" means the real property described in column two entitled "Legal Description" in Schedule "A".

"Capital Cost" means costs incurred or proposed to be incurred by the Developer to acquire the Detention Basin Land, the Access Right-of-Way and to construct the Detention Basin which costs are estimated in Section 2(c) of this Agreement.

"City" means the City of Surrey, 14245 - 56 Avenue, Surrey, British Columbia V3X 3A2, Attention Legal Services Division.

"Council" means the elected Council of the City.

"Detention Basin" means a detention basin and related appurtenances as described in Schedule "B".

"Detention Basin Contract" means a contract dated for reference February 23, 1998 between the Society, Developer and the City regarding the Detention Basin Right-of-Way, Access Right-of-Way, Option and the Detention Basin Land.

"Detention Basin Land" means that portion of the Society's Land that constitutes the Detention Basin Right-of-Way.

"Detention Basin Right-of-Way" means a right-of-way in favour of the City substantially in the form and substance of the instrument attached as Schedule "D" and registered in the New Westminster Land Title Office under No. BM064502, the location of which is shown on plan LMP37173 a copy of which is attached as Schedule "E".

"Developer" means 553086 B.C. Ltd., #210 - 7525 King George Highway, Surrey, British Columbia V3W 5A8.

"Development Cost Charge" means a charge imposed pursuant to the Development Cost Charge By-law.

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 1993, No. 11951, enacted by the City under the *Act* as such By-law is amended or replaced from time to time.

"General Manager" means the General Manager, Engineering for the City.

"Option" means an option to purchase the Detention Basin Land in favour of the City in the form of the instrument attached as Schedule "F" and registered in the New Westminster Land Title Office under No. BM064503.

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column one entitled "Registered Owner" in Schedule "A" attached hereto.

"Society" means the Bible Fellowship Housing Society, 15100 - 66A Avenue, Surrey, British Columbia V3S 2A6.

"Society's Land" means those certain lands and premises situate in Surrey, British Columbia and described as Parcel Identifier: 005-468-507, Parcel A Except: Firstly: Parcel 10 (Bylaw Plan 62482) Secondly: Part Road on Plan LMP4989 Thirdly: Part Dedicated Road on Plan LMP22081, Fourthly: Part Subdivided by Plan LMP29494, Section 15, Township 2, New Westminster District, Plan 57014.

"Specified Charge" means a debt payable to the City in the maximum amount of \$1,500.00 for each new lot to be created by subdivision as approved by the City, in accordance with the by-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law.

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time.

"Term" means commencement on July 28, 1998 and shall expire on a date no later than ten (10) years after July 28, 1998.

## 2. **DETENTION BASIN**

- (a) The Developer has paid \$430,000.00 for the Detention Basin Right-of-Way, the Access Right-of-Way and the Option. When the Detention Basin Land has been subdivided, the City shall exercise the Option and take title in fee simple to the Detention Basin Land pursuant to the terms and conditions in the Detention Basin Contract.
- (b) The Developer shall be solely responsible for the design, engineering and construction of the Detention Basin and for retaining consultants and entering into any contracts required to construct the Detention Basin, subject to the direction of the City. Following execution of this Agreement by the parties, the Developer agrees to take all necessary steps to proceed with the construction of the Detention Basin.
- (c) The parties acknowledge that, as of the date of this Agreement, the estimated Capital Cost is \$808,512.00.
- (d) The Developer agrees to facilitate the design, engineering and construction of the Detention Basin through the provision of funds as set out in this Agreement.
- (e) The Developer agrees to complete the construction of the Detention Basin within one year after the date of final adoption of the By-law authorizing this Agreement.

## 3. **PAYMENT FOR DETENTION BASIN**

- (a) The Developer is not required to provide a letter of credit pursuant to this Agreement as it has already paid \$430,000.00 for the Detention Basin Right-of-Way, the Access Right-of-Way and the Option and the balance remaining in the amount of \$378,512.00 will be secured by letter of credit pursuant to a development cost charge front ending agreement between the Developer and the City.
- (b) The Owners shall incur a debt payable to the City in the maximum amount of \$1,500.00 for each new lot to be created by subdivision as approved by the City, in accordance with the by-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law (the "Specified Charge").
- (c) For greater certainty, a deduction will not be made for the number of parent lots out of which the new lots have been approved for subdivision.
- (d) The Specified Charge shall be payable to the City on or before the date when the Development Cost Charge pursuant to the Development Cost Charge By-law and the Subdivision and Development By-law are payable to the City.
- (e) Until the Specified Charge is paid Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:

- (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of the Owners within the Benefiting Area; or
  - (ii) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- (f) After the completion of the construction of the Detention Basin, the General Manager shall determine the actual costs of the construction of the Detention Basin. It is anticipated that the actual cost of the construction of the Detention Basin will vary from the estimated cost. As such, the parties hereto agree to reduce the Specified Charge. The Specified Charge shall be calculated by dividing the final Capital Cost less the estimated total development cost charge front ending costs, by the estimated total number of lots to be created in the Benefiting Area.
- (g) The City is not responsible for financing any of the costs of the Detention Basin Land, the Access Right-of-Way or the Detention Basin.
- (h) In the event the Capital Cost as estimated at \$808,512.00 is reduced, then the balance payable pursuant to this Agreement to the Developer, namely the sum of \$347,712.00 shall be reduced accordingly, with the consent of the parties.
- (i) The parties agree that an amendment to the By-law adopting this Agreement is not required to reduce the Specified Charge payable by the Owners of the Benefiting Area or reduce the Capital Cost required for the acquisition of the Detention Basin Land, the Access Right-of-Way and the construction of the Detention Basin.
- (j) In consideration of the satisfactory completion of the Detention Basin by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of 5% per annum from the date of the completion of the Detention Basin as determined in writing by the City as set out in Schedule "G", attached hereto, and shall be conclusive against the Owners of the Benefiting Area.
- (k) The City shall pay to the Developer the sums collected from the Owners of the Benefiting Area within a calendar year at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.
- (l) In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City Treasurer shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City Treasurer, in his judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such



interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- (a) The term of this Agreement shall commence on July 28, 1998 and shall expire on a date no later than ten (10) years after July 28, 1998 (the "Term").
- (b) In the case that the Developer fails to complete the Detention Basin within twelve (12) months after July 28, 1998, this Agreement shall lapse; provided, however, that the Developer may request to extend the period of this Agreement on such terms and conditions that the City may deem reasonable.
- (c) The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- (d) This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the principal sum of \$347,712.00 (adjusted when the actual costs are determined) and interest as specified herein.

5. **INDEMNITY**

- (a) The Developer agrees to indemnify the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement by reason of the following:
  - (i) a breach by the Developer of its obligations under this Agreement; or
  - (ii) any dispute arising with respect to the cost of services, the application of credits or payments required to be made pursuant to this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$2,000.00 for the preparation, registration and administration of this Agreement.

7. **NOTICES**

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

553086 B.C. LTD.  
#210 - 7525 King George Highway  
Surrey, B.C. V3W 5A8

of such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

CITY OF SURREY  
Engineering Department  
14245 - 56th Avenue  
Surrey, B.C. V3X 3A2

Attention: General Manager, Engineering

c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
  - (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

8. **BINDING ON SUCCESSORS**

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" - Owners and Benefiting Area
- (b) Schedule "B" - Detention Basin
- (c) Schedule "C" - Access Right-of-Way
- (d) Schedule "D" - Detention Basin Right-of-Way
- (e) Schedule "E" - plan LMP37173
- (f) Schedule "F" - Option to Purchase
- (g) Schedule "G" - Specified Charge

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

**CITY OF SURREY**

by its authorized signatories

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**553086 B.C. LTD.**

by its authorized signatories

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

<b>REGISTERED OWNER</b>	<b>LEGAL DESCRIPTION</b>	<b>CIVIC ADDRESS</b>	<b>ROLL NUMBER</b>
JASBIR SINGH GILL, Truck Driver SUKHWINDER KAUR GILL, Factory Worker 6756 - 148 Street, Surrey, B.C. V3S 3C8 Joint Tenants	Parcel Identifier: 000-619-353 Lot 1 Section 15 Township 2 New Westminster District Plan 16414	6756 - 148 Street	6151-00002-X
AJMER SINGH MAHAL, Truck Driver SURINDER SINGH MAHAL, Taxi Driver GURINDER SINGH MAHAL, Factory Worker DAVINDER SINGH MAHAL, Truck Driver HARKANWAL SINGH MAHAL, Taxi Driver 14838 - 68 Avenue, Surrey, B.C. V3S 2B5 Joint Tenants	Parcel Identifier: 010-185-771 Lot 2 Section 15 Township 2 New Westminster District Plan 16414	14838 - 68 Avenue	6151-01004-8
MARIO FRANCO PIATTELLI, Cement Finisher CONCETTINA TINA PIATTELLI, Homemaker SANTINO SANTORO, Student 2726 Napier Street, Vancouver, B.C. V5K 2W8	Parcel Identifier: 010-185-780 Lot 3 Section 15 Township 2 New Westminster District Plan 16414	14860 - 68 Avenue	6151-02004-2
JAGIT SINGH KOONER, Truck Driver BALJIT KAUR KOONER, Clerk 14876 - 68 Avenue, Surrey, B.C. V3W 0Z3 as to an undivided 75/100 interest as Joint Tenants  HARVINDER SINGH DUHRA, Sawmill Worker JASBINDER SINGH DUHRA, Clerk 8254 - 150A Street, Surrey, B.C. V3S 8H9 as to an undivided 25/100 interest as Joint Tenants	Parcel Identifier: 008-956-740 Lot 4 Section 15 Township 2 New Westminster District Plan 16414	14876 - 68 Avenue	6151-03004-7
ANTHONY ROGER SLACK, Labourer LYNN MARY SLACK, Homemaker 14898 - 68 Avenue, Surrey, B.C. V3S 2B5 Joint Tenants	Parcel Identifier: 010-185-798 Lot 5 Section 15 Township 2 New Westminster District Plan 16414	14898 - 68 Avenue	6151-04004-1
WILLIAM HENRY GATE, Chief Engineer MARY ANN GATE, His Wife 14920 - 68 Avenue, Surrey, B.C. V3S 2B5 Joint Tenants	Parcel Identifier: 010-185-801 Lot 6 Section 15 Township 2 New Westminster District Plan 16414	14920 - 68 Avenue	6151-05002-2

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
CHHINDER GILL, Pipe Coater VARINDER GILL, Homemaker 6728 Mason Court, Burnaby, B.C. V5E 4S2 Joint Tenants	Parcel Identifier: 010-185-810 Lot 7 Section 15 Township 2 New Westminster District Plan 16414	14942 - 68 Avenue	6151-06004-0
KHOSA ENTERPRISES LTD. Incorporation No. 393632 6711 Mason Court, Burnaby, B.C. V5E 4G2	Parcel Identifier: 010-185-836 Lot 8 Section 15 Township 2 New Westminster District Plan 16414	14964 - 68 Avenue	6151-07002-1
KEWAL SANDHU, Chemist SANTOKH SANDHU, Seamstress GURMAIL SANDHU, Printer DALJIT SANDHU, Payroll Clerk 6781 - 150 Street, Surrey, B.C. V3S 3J1 as to an undivided 1/2 interest as Joint Tenants  DHARBINDER DHALIWAL, Sales Person PERMJIT DHALIWAL, Bookkeeper 6781 - 150 Street, Surrey, B.C. V3S 3J1 as to an undivided 1/2 interest as Joint Tenants	Parcel Identifier: 010-185-852 Lot 9 Section 15 Township 2 New Westminster District Plan 16414	6781 - 150 Street	6151-08002-6
443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest  KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest  TOOR & PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest	Parcel Identifier: 024-089-346 Lot 1 Section 15 Township 2 New Westminster District LMP37180	15046 - 68 Avenue	6151-00007-9

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-354 Lot 2 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15036 - 68 Avenue</p>	<p>6151-01003-6</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-362 Lot 3 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15028 - 68 Avenue</p>	<p>6151-02003-0</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-371 Lot 4 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15018 - 68 Avenue</p>	<p>6151-03002-8</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-389 Lot 5 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15008 - 68 Avenue</p>	<p>6151-04006-5</p>



REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-397 Lot 6 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6786 - 150 Street</p>	<p>6151-05003-4</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-401 Lot 7 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6776 - 150 Street</p>	<p>6151-06003-9</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-419 Lot 8 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6766 - 150 Street</p>	<p>6151-07003-0</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-427 Lot 9 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6758 - 150 Street</p>	<p>6151-08003-8</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-435 Lot 10 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6748 - 150 Street</p>	<p>6151-09003-2</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-443 Lot 11 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6738 - 150 Street</p>	<p>6151-10003-7</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-451 Lot 12 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6730 - 150 Street</p>	<p>6151-11003-1</p>
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-460 Lot 13 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6720 - 150 Street</p>	<p>6151-12003-6</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-478 Lot 14 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15011 - 67 Avenue</p>	<p>6151-13003-0</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-486 Lot 15 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15021 - 67 Avenue</p>	<p>6151-14003-5</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-494 Lot 16 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15037 - 67 Avenue</p>	<p>6151-15005-3</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-508 Lot 17 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15047 - 67 Avenue</p>	<p>6151-16003-4</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-516 Lot 18 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6721 - 150A Street</p>	<p>6151-17003-9</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-524 Lot 19 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6731 - 150A Street</p>	<p>6151-18003-3</p>



REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-532 Lot 20 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6739 - 150A Street</p>	<p>6151-19003-8</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-541 Lot 21 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6749 - 150A Street</p>	<p>6151-20003-2</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-559 Lot 22 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6759 - 150A Street</p>	<p>6151-21003-7</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-567 Lot 23 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6767 - 150A Street</p>	<p>6151-22001-8</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-575 Lot 24 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6775 - 150A Street</p>	<p>6151-23003-6</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-583 Lot 25 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15045 - 67A Avenue</p>	<p>6151-24001-7</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-591 Lot 26 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15057 - 67A Avenue</p>	<p>6151-25001-1</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-605 Lot 27 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15082 - 67A Avenue</p>	<p>6151-26003-X</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-613 Lot 28 Section 15 Township 2 New Westminster District LMP37180</p>	<p>15072 - 67A Avenue</p>	<p>6151-27003-4</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-621 Lot 29 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6748 - 150A Street</p>	<p>6151-28003-9</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-630 Lot 30 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6740 - 150A Street</p>	<p>6151-29003-3</p>
<p>443090 B.C. LTD. Incorporation No. 443090 12872 - 60 Avenue, Surrey, B.C. V3X 2L5 as to an undivided 6/8 interest</p> <p>KULWANT SINGH RANDHAWA, Drywaller 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p> <p>TOOR &amp; PATTAR ENTERPRISES LTD. Incorporation No. 342689 6479 - 122A Street, Surrey, B.C. V3W 3R8 as to an undivided 1/8 interest</p>	<p>Parcel Identifier: 024-089-648 Lot 31 Section 15 Township 2 New Westminster District LMP37180</p>	<p>6732 - 150A Street</p>	<p>6151-30001-4</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-656 Lot 32 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6722 - 150A Street</p>	<p>6151-31001-9</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-664 Lot 33 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15063 - 67 Avenue</p>	<p>6151-32001-3</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-672 Lot 34 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15073 - 67 Avenue</p>	<p>6151-33001-8</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-681 Lot 35 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15078 - 67 Avenue</p>	<p>6151-34003-6</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-699 Lot 36 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15066 - 67 Avenue</p>	<p>6151-35001-7</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-702 Lot 37 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15056 - 67 Avenue</p>	<p>6151-36001-1</p>



REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-711 Lot 38 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15046 - 67 Avenue</p>	<p>6151-37001-6</p>
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-729 Lot 39 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15038 - 67 Avenue</p>	<p>6151-38001-0</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-737 Lot 40 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15030 - 67 Avenue</p>	<p>6151-39001-5</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-745 Lot 41 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6686 - 150 Street</p>	<p>6151-40001-X</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-753 Lot 42 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6678 - 150 Street</p>	<p>6151-41001-4</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-761 Lot 43 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6670 - 150 Street</p>	<p>6151-42001-9</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-770 Lot 44 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6660 - 150 Street</p>	<p>6151-43001-3</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-788 Lot 45 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>6652 - 150 Street</p>	<p>6151-44001-8</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-796 Lot 46 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15025 - 66A Avenue</p>	<p>6151-45001-2</p>



REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>JAGDISH DUHRA, Home Engineer 14245 - 83 Avenue, Surrey, B.C. V3W 0V7 as to an undivided 1/8 interest</p> <p>DALJIT SANDHAR, Businessman 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 1/8 interest</p> <p>GURNAM SINGH UPPAL, Sawmill Worker MOHINDER KAUR UPPAL, School Teacher 13094 - 61A Avenue, Surrey, B.C. V3W 8B9 as to an undivided 2/8 interest as Joint Tenants</p> <p>HARJIT KOONER, Sawmill Worker SURINDER KOONER, Clerk 17845 - 59 Avenue, Cloverdale, B.C. V3S 1P6 as to an undivided 2/8 interest as Joint Tenants</p> <p>KARNAIL DUHRA, Sawmill Worker MOHINDER DUHRA, Homemaker 14134 - 72 Avenue, Surrey, B.C. V3W 2P7 as to an undivided 2/8 interest as Joint Tenants</p>	<p>Parcel Identifier: 024-089-800 Lot 47 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15039 - 66A Avenue</p>	<p>6151-46001-7</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-818 Lot 48 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15047 - 66A Avenue</p>	<p>6151-47001-1</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-826 Lot 49 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15055 - 66A Avenue</p>	<p>6151-48001-6</p>
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-834 Lot 50 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15065 - 66A Avenue</p>	<p>6151-49001-0</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>SAMRA BROS. ROOFING &amp; INSULATION LTD. Incorporation No. 331265 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 3/4 interest</p> <p>SONUM ENTERPRISES LTD. Incorporation No. 422441 14320 - 82B Avenue, Surrey, B.C. V3W 0J4 as to an undivided 1/4 interest</p>	<p>Parcel Identifier: 024-089-842 Lot 51 Section 15 Township 2 New Westminster District Plan LMP37180</p>	<p>15075 - 66A Avenue</p>	<p>6151-50001-5</p>
<p>ALAN HARPER, Self-Employed GWENDOLYN HARPER, Banker 6631 - 152 Street, Surrey, B.C. V3S 3L2 Joint Tenants</p>	<p>Parcel Identifier: 017-629-802 Lot 2 Except Part in Plan LMP20330 Section 15 Township 2 New Westminster District Plan LMP2748</p>	<p>6631 - 152 Street</p>	<p>6151-01002-4</p>
<p>BARRY GLEN PORTER, Realtor 6611 - 152 Street, Surrey, B.C. V3S 3L2</p>	<p>Parcel Identifier: 016-719-450 Lot A Section 15 Township 1 New Westminster District Plan 86798</p>	<p>6611 - 152 Street</p>	<p>6151-90015-7</p>
<p>CARL PORTER, Businessman ALICE JOAN PORTER, His Wife 6611 - 152 Street, Surrey, B.C. V3S 3L2 Joint Tenants</p>	<p>Parcel Identifier: 016-719-468 Lot B Section 15 Township 1 New Westminster District Plan 86787</p>	<p>6583 - 152 Street</p>	<p>6151-91008-4</p>
<p>TREVOR GEORGE WYND, Pipefitter KIM ARLENE JINKERSON, Restaurant Server 15170 - 66A Avenue, Surrey, B.C. V3S 2A5 Joint Tenants</p>	<p>Parcel Identifier: 017-629-799 Lot 1 Section 15 Township 2 New Westminster District Plan LMP2748</p>	<p>15170 - 66A Avenue</p>	<p>6151-00005-5</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>AVTAR SINGH LEHAL, Businessman SHERRY BUNT KAUR LEHAL, Pharmacy Technician 15158 - 66A Avenue, Surrey, B.C. V3S 2A5 as to an undivided 1/2 interest as Joint Tenants</p> <p>PRITPAL SINGH LEHAL, Millworker 7095 - 150 Street, Surrey, B.C. V3S 3J3 as to an undivided 1/3 interest</p> <p>KAMALJIT KAUR LEHAL, Lawyer 7095 - 150 Street, Surrey, B.C. V3S 3J3 as to an undivided 1/6 interest</p>	<p>Parcel Identifier: 001-335-448 Lot 35 Section 15 Township 2 New Westminster District Plan 34269</p>	<p>15158 - 66A Avenue</p>	<p>6151-34002-4</p>
<p>544594 B.C. LTD. Incorporation No. 544594 4952 Ruby Street, Vancouver, B.C. V5R 4K2</p>	<p>Parcel Identifier: 010-295-356 Lot 24 Section 15 Township 2 New Westminster District Plan 17766</p>	<p>15163 - 66A Avenue</p>	<p>6151-23002-4</p>
<p>JOHN MARVIN HUNT, Minister EVANGELINE RUTH HUNT, Minister 15131 - 66A Avenue, Surrey, B.C. V3S 2A4 Joint Tenants</p>	<p>Parcel Identifier: 003-765-890 Lot 75 Section 15 Township 2 New Westminster District Plan 66415</p>	<p>15131 - 66A Avenue</p>	<p>6151-62001-X</p>
<p>MALKIT SINGH ATHWAL, Electrician JASWINDER KAUR ATHWAL, Secretary 15117 - 66A Avenue, Surrey, B.C. V3S 2A4 Joint Tenants</p>	<p>Parcel Identifier: 003-765-881 Lot 74 Section 15 Township 2 New Westminster District Plan 66415</p>	<p>15117 - 66A Avenue</p>	<p>6151-61501-3</p>
<p>KENNETH RICHARD KUCILLE, Elevator Installer BIRTHE KUCILLE, His Wife 14288 Melrose Drive, Surrey, B.C. V3R 5R4 Joint Tenants</p>	<p>Parcel Identifier: 010-295-348 Lot 22 Section 15 Township 2 New Westminster District Plan 17766</p>	<p>15095 - 66A Avenue</p>	<p>6151-21002-5</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
<p>GIAN KAUR LEHAL, Retired As to an undivided 1/3 interest AVTAR SINGH LEHAL, Salesperson SHERRI KAUR LEHAL, Pharmacist Assistant Joint Tenants as to an undivided 1/3 interest</p> <p>SARJODH SINGH LEHAL, Millworker BAKSHO KAUR LEHAL, Homemaker Joint Tenants as to an undivided 1/3 interest 7095 - 150 Street, Surrey, B.C. V3S 3J3</p>	<p>Parcel Identifier: 010-295-313 Lot 19 Section 15 Township 2 New Westminster District Plan 17766</p>	<p>6693 - 150 Street</p>	<p>6151-18002-1</p>
<p>542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8</p>	<p>Parcel Identifier: 024-072-231 Lot 1 Section 15 Township 2 New Westminster District LMP37174</p>	<p>14961 - 66A Avenue</p>	<p>6151-00008-0</p>
<p>542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8</p>	<p>Parcel Identifier: 024-072-249 Lot 2 Section 15 Township 2 New Westminster District LMP37174</p>	<p>14955 - 66A Avenue</p>	<p>6151-01005-X</p>
<p>542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8</p>	<p>Parcel Identifier: 024-072-257 Lot 3 Section 15 Township 2 New Westminster District LMP37174</p>	<p>14933 - 66A Avenue</p>	<p>6151-02005-4</p>
<p>542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8</p>	<p>Parcel Identifier: 024-072-419 Lot 4 Section 15 Township 2 New Westminster District LMP37174</p>	<p>14929 - 66A Avenue</p>	<p>6151-03003-5</p>
<p>542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8</p>	<p>Parcel Identifier: 024-072-338 Lot 5 Section 15 Township 2 New Westminster District LMP37174</p>	<p>14925 - 66A Avenue</p>	<p>6151-04003-X</p>

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-346 Lot 6 Section 15 Township 2 New Westminster District LMP37174	14919 - 66A Avenue	6151-05004-6
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-354 Lot 7 Section 15 Township 2 New Westminster District LMP37174	14911 - 66A Avenue	6151-06005-2
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-362 Lot 8 Section 15 Township 2 New Westminster District LMP37174	14899- 66A Avenue	6151-07004-5
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-371 Lot 9 Section 15 Township 2 New Westminster District LMP37174	14908 - 67 Avenue	6151-08004-X
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-389 Lot 10 Section 15 Township 2 New Westminster District LMP37174	14918 - 67 Avenue	6151-09004-4
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-397 Lot 11 Section 15 Township 2 New Westminster District LMP37174	14926 - 67 Avenue	6151-10004-9
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-427 Lot 12 Section 15 Township 2 New Westminster District LMP37174	14932 - 67 Avenue	6151-11004-3
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-265 Lot 13 Section 15 Township 2 New Westminster District LMP37174	14940 - 67 Avenue	6151-12004-8

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-273 Lot 14 Section 15 Township 2 New Westminster District LMP37174	14948 - 67 Avenue	6151-13004-2
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-281 Lot 15 Section 15 Township 2 New Westminster District LMP37174	14952 - 67 Avenue	6151-14004-7
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-290 Lot 16 Section 15 Township 2 New Westminster District LMP37174	14960 - 67 Avenue	6151-15006-5
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-303 Lot 17 Section 15 Township 2 New Westminster District LMP37174	14969 - 67 Avenue	6151-16004-6
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-311 Lot 18 Section 15 Township 2 New Westminster District LMP37174	14951 - 67 Avenue	6151-17004-0
542458 B.C. LTD. Incorporation No. 542458 #210 - 7525 King George Highway, Surrey, B.C. V3W 5A8	Parcel Identifier: 024-072-320 Lot 19 Section 15 Township 2 New Westminster District LMP37174	14945 - 67 Avenue	6151-18004-5
ALETHEA HELEN MARTHA LINNITT, Bank Teller 14889 - 66A Avenue, Surrey, B.C. V3S 2A3	Parcel Identifier: 000-977-438 The East Half of Lot 16 Section 15 Township 2 New Westminster District Plan 17766	14889 - 66A Avenue	6151-15004-1
NARRINDER SINGH JHAWAR, Electrician 788 Browning Place, North Vancouver, B.C. V7H 1W9	Parcel Identifier: 010-295-488 The West Half of Lot 16 Section 15 Township 2 New Westminster District Plan 17766	14869 - 66A Avenue	6151-15002-8

REGISTERED OWNER	LEGAL DESCRIPTION	CIVIC ADDRESS	ROLL NUMBER
SOS CHILDREN'S VILLAGE BRITISH COLUMBIA (CANADA) SOCIETY Incorporation No. S-21516 206 - 3740 Chatham Street, Richmond, B.C. V7E 2Z3	Parcel Identifier: 002-956-829 Lot 15 Section 15 Township 2 New Westminster District Plan 17766	14851 - 66A Avenue	6151-14002-3
439584 B.C. LTD. Incorporation No. 439584 11953 - 84 Avenue, Delta, B.C. V4C 2M6	Parcel Identifier: 011-050-314 Parcel "A" (Explanatory Plan 14183) Lot 6 Section 15 Township 2 New Westminster District Plan 4079	6714 - 148 Street	6151-90008-X
WINFRED ZUKOWSKI, Self-Employed 15074 - 68 Avenue, Surrey, B.C. V3S 2B7	Parcel Identifier: 003-580-865 Lot 76 Section 15 Township 2 New Westminster District Plan 65428	15074 - 68 Avenue	6151-62501-8
SANSAR SINGH JOHAL, Retired TEJ KAUR JOHAL, Retired 2131 East 30th Avenue, Vancouver, B.C. V5N 3A5 Joint Tenants as to an undivided 1/2 interest  DALBIR SINGH JOHAL, Taxi Owner/Operator BALWINDER KAUR JOHAL, Seamstress 2131 East 30th Avenue, Vancouver, B.C. V5N 3A5 Joint Tenants as to an undivided 1/2 interest	Parcel Identifier: 010-366-920 Lot "D" Section 15 Township 2 New Westminster District Plan 21262	15124 - 68 Avenue	6151-93006-X



## SCHEDULE "B"

- Install approximately 96 metres of 600mm diameter storm sewer on 66A Avenue from 150 Street to approximately 96 metres east, including the removal of existing 450mm diameter storm sewer, manhole, and outfall; removal of the existing 300mm diameter inlet; connect new main to existing manholes at both ends; removal of all organic and deleterious materials from the existing ditch and ditch in-fill; all related surface and road restoration
- Install approximately 157 metres of 600mm diameter sewer parallel to the existing storm sewer south from 66A Avenue through a proposed right-of-way from manhole D5 to D7, including all appurtenances and surface restoration
- Install approximately 28 metres of 300mm diameter, 28 metres of 450mm diameter, 19 metres of 525mm diameter, 34 metres of 675mm diameter, 157 metres of 750mm diameter storm sewers, 300mm diameter pond drain, including all manholes, appurtenances, surface grading and restoration
- Install all spillways, overflow and out-fall channels, rip-rap, headwalls and energy dissipation structures, siltation control and all works associated with, or related to, the construction of works within the area of influence of Hyland Creek; and
- Excavate and construct the storm detention facility complete with all appurtenances, grading, placement of engineered fills and compaction, liner, shore protection, maintenance and pedestrian access, fencing, topsoil and seeding, access gates, and connection to 152 Street

1. APPLICATION:

PROJECT #:

PAMELA ROCHON (AGENT FOR APPLICANT)

c/o WORTHINGTON, SIMM & DAVID, Barristers and Solicitors, 10430 -144th Street,  
Surrey, B. C. (V3T 4V5) Phone: 588 - 9721

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

005-468-507 Par. "A" except: 1stly: Par. 10 (Bylaw Plan 62482), 2ndly:  
Part Road on Plan LMP 4989, 3rdly: Part dedicated Road  
on Plan LMP 22081, 4thly: Part Subdivided by Plan LMP  
29494, Sec. 15, Twp. 2, NWD, Plan 57014

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
STATUTORY RIGHT-OF-WAY OVER PART SHOWN ON PLAN LMP _____	PAGE 6 PARAGRAPH 2.1	TRANSFeree

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

- (a) Filed Standard Charge Terms D.F. No. \_\_\_\_\_
- (b) Express Charge Terms XXXX Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a Schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

**BIBLE FELLOWSHIP HOUSING SOCIETY [Inc. #15236]**

6. TRANSFEREE(S):

**CITY OF SURREY, 14245 - 56th Avenue, Surrey, British Columbia (V3X 3A2)**

7. ADDITIONAL OR MODIFIED TERMS:

N / A

8. EXECUTIONS: THIS INSTRUMENT CREATES, ASSIGNS, MODIFIES, ENLARGES, DISCHARGES OR GOVERNS THE PRIORITY OF THE INTEREST(S) IN ITEM 3 AND THE TRANSFEROR(S) AND EVERY OTHER SIGNATORY AGREE TO BE BOUND BY THIS INSTRUMENT, AND ACKNOWLEDGE(S) RECEIPT OF A TRUE COPY OF THE FILED STANDARD CHARGE TERMS, IF ANY.

OFFICER  
SIGNATURE(S)

Y / M / D

PARTY(IES)  
SIGNATURE(S)

98/02/\_\_\_\_

**Bible Fellowship  
Housing Society** by its  
authorized signatories

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

[as to both signatures]

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

EXECUTIONS

---

OFFICER  
SIGNATURE(S)

Y / M / D

PARTY(IES)  
SIGNATURES

98/02/\_\_\_\_

**City of Surrey**  
by its authorized  
signatories

---

14245 - 56TH AVENUE  
SURREY, B.C. (V3X 3A2)

---

Lehman Walker  
General Manager  
Planning Dept.

(A COMMISSIONER FOR TAKING  
AFFIDAVITS IN BRITISH COLUMBIA)

---

Clerk - Donna Kenny

[AS TO SIGNATURE OF CLERK ONLY]

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

**TERMS OF INSTRUMENT - PART 2**

**Preamble:**

- A. The Society owns the Society's Land;
- B. The Society has agreed to grant to the City the Right of Way over that portion of the Society's Land defined herein as the Access Corridor so that the City will have the right of access and egress to and from the Detention Basin Land over which the Society is concurrently granting a right of way to the City; and
- C. The grant of the Right of Way is necessary for the operation and maintenance of the City's undertaking.

**Consideration:**

Each of the Society and City acknowledges the receipt and sufficiency from the other of the sum of \$1.00 and other good and valuable consideration. In return, each of the Society and City agrees to be bound by the terms and conditions of the Instrument.

**Instrument terms and conditions:**

The terms and conditions of the Instrument are as follows:

**SECTION 1  
INTERPRETATION**

- 1.1 **Definitions.** In the Instrument:
  - 1.1.1 "Access Corridor" means that portion of the Society's Land shown hatched in black on the explanatory plan of right of way prepared by \_\_\_\_\_, B.C.L.S. dated \_\_\_\_\_, 1998 and filed in the Land Title Office under number \_\_\_\_\_;
  - 1.1.2 "City" means the City of Surrey, 14245 - 56th Avenue, Surrey, British Columbia V3X 3A2, attention Legal Services Division;
  - 1.1.3 "Detention Basin Land" means that portion of the Society's Land shown outlined in black on the explanatory plan of right-of-way prepared by W.M. Griffith, B.C.L.S. dated February 13, 1998 and filed in the Land Title Office under number LMP \_\_\_\_\_;
  - 1.1.4 "including" means "including, without limitation", and words of like import have a similar meaning;
  - 1.1.5 "Instrument" means collectively these Terms of Instrument - Part 2 and

the Form C - General Instrument - Part 1, as prescribed by the Land Title [Transfer Forms] Regulation, as amended, to which these Terms of Instrument - Part 2 are attached;

- 1.1.6 "Land Title Office" means the Lower Mainland Land Title Office;
  - 1.1.7 "Permitted Charges" mean those charges registered in the Land Title Office against title to the Society's Land under land title registration numbers Easement R74805, Covenant R74806, Statutory Right of Way U28308, Covenant BF217522, Covenant BF217526, Covenant BF217532, Statutory Right of Way BF217537, and Statutory Right of Way BJ210533;
  - 1.1.8 "Person" means any person, firm, corporation, association, society, government body, individual, or other legal entity;
  - 1.1.9 "Right of Way" means the right of way over the Access Corridor the Society is granting to the City under section 2.1;
  - 1.1.10 "Society" means the Bible Fellowship Housing Society, 15100 - 66 "A" Avenue, Surrey, British Columbia V3S 2A6; and
  - 1.1.11 "Society's Land" means those certain lands and premises situate in Surrey, British Columbia and described as Parcel Identifier: 005-468-507, Parcel A Except: Firstly: Parcel 10 (Bylaw Plan 62482) Secondly: Part Road on Plan LMP4989 Thirdly: Part Dedicated Road on Plan LMP22081, Fourthly: Part Subdivided by Plan LMP29494, Section 15, Township 2, New Westminster District, Plan 57014.
- 1.2 **Interpretation.** The following provisions apply to the Instrument:
- 1.2.1 sections and headings are for convenient reference, and are not to affect the meaning of any provisions of the Instrument;
  - 1.2.2 use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
  - 1.2.3 any reference to money is to Canadian currency;
  - 1.2.4 in all cases, the language in the Instrument is to be interpreted simply, according to its fair meaning, and not strictly for or against any party;
  - 1.2.5 the laws of British Columbia will govern the interpretation and enforcement of the Instrument;
  - 1.2.6 the Society and City accept the jurisdiction of the courts of British Columbia and agree that any action under the Instrument will be brought in such courts;
  - 1.2.7 if a court or arbitrator finds any provision of the Instrument invalid, illegal, or unenforceable, it will be severed and the remainder of the Instrument will be enforceable as fully as possible;
  - 1.2.8 time will be of the essence of the Instrument, and if the Society or City

expressly or impliedly waives that requirement, such party may re-instate it by delivering notice to the other party;

- 1.2.9 the fact that the Society or City waives a default is not to be construed to mean that it waives any other default;
- 1.2.10 no amendment to the Instrument will have any effect unless it is in writing, and the Society and City have signed it;
- 1.2.11 any reference to a statute is to the statute and its regulations in force on the date of execution by the Society of the Instrument, and to subsequent amendments or replacements of the statute or regulations;
- 1.2.12 in addition to its rights under the Instrument and at law, each of the Society and City will be entitled to all equitable remedies available to enforce its rights including, without limitation, specific performance, injunction, and declaratory relief; and
- 1.2.13 the Instrument will enure to the benefit of and bind the Society and City, and their respective successors and assigns.

## SECTION 2 GRANT OF RIGHT OF WAY

- 2.1 **Grant.** In consideration of the sum of \$1.00 paid by the City to the Society, the receipt and sufficiency of which the Society acknowledges, the Society hereby grants to the City a statutory right of way, pursuant to section 218 of the *Land Title Act* of British Columbia, 1996 R.S.B.C. c. 250, for the purposes of:
  - 2.1.1 access and egress to and from the Detention Basin Land in order to construct, maintain, repair, service, and replace the detention basin constructed or to be constructed on the Detention Basin Land; and
  - 2.1.2 installing and laying pipes and other appurtenances the City considers necessary in connection with the detention basin on the Detention Basin land, and such works as may be required to accommodate the one in 100 year return storm flood path in accordance with the bylaws and regulations of the City or the Province and any other governmental authorities including, without limitation, the Surrey Subdivision and Development By-law, 1986, No. 8830 as amended;and, for such purposes, the full, free, and unrestricted right and liberty:
  - 2.1.3 to enter upon and to pass and re-pass over the Access Corridor with or without workers, contractors, vehicles, or equipment; and
  - 2.1.4 to construct, maintain, repair, service, replace, clean and upgrade such pipes and other appurtenances and works and a road through the Access Corridor;to have and to hold the Right of Way forever, subject only to Permitted Charges.

**SECTION 3  
TERMS AND CONDITIONS**

- 3.1 **Society's obligations.** The Society:
- 3.1.1 will not construct, install, place, or store, or suffer or permit to be constructed, installed, placed, or stored, any buildings, structures, improvements, fixtures, or chattels on, over, or under the Access Corridor, except with the City's prior written consent, which consent the City will not unreasonably withhold;
  - 3.1.2 will not do, or suffer or permit to be done, anything that will interfere with, obstruct, or damage the Access Corridor;
  - 3.1.3 will not diminish, or suffer or permit to be diminished, the soil cover over any pipe or other works installed in the Access Corridor, except with the City's prior written consent, which consent the City will not unreasonably withhold;
  - 3.1.4 will not plant, or suffer or permit to be planted, any vegetation on, over, or under the Access Corridor, except with the City's prior written consent, such consent not to be unreasonably withheld;
  - 3.1.5 agrees that all buildings, structures, improvements, fixtures, or chattels the City from time to time constructs, installs, places, or stores on, over, or under the Access Corridor will be and will remain the sole and exclusive property of the City, despite any rule of law to the contrary;
  - 3.1.6 agrees that any and all chattels and fixtures installed by the City on or in the Access Corridor will be and remain chattels, any rule at law to the contrary notwithstanding, and will belong solely and exclusively to the City;
  - 3.1.7 hereby releases, indemnifies, and saves harmless the City, its elected and appointed officials, employees, and agents from and against any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands, or losses the City may suffer or incur arising out of or in connection with the grant of the Right of Way or any default by the Society in observing or performing its obligations under the Instrument;
  - 3.1.8 agrees that the City, during the course of installation of works and services within the Access Corridor, may, for such purpose, utilise a five metre strip on either side of the Access Corridor for its entire length, except where a building intrudes, to enter upon and to pass and re-pass over that additional area with or without workers, contractors, vehicles, or equipment; provided that the City will not bury debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds, and, when finished with such installation, will thoroughly clean that additional area, raking up all rubbish and construction debris and leaving the area in a neat and clean condition; and



3.1.9 acknowledges that the Access Corridor will not be level by reason of a swale within the Access Corridor to accommodate the 1 in 100 year return flood path, provided that the depth of the swale from shoulder to trough will not be more than 33 centimetres more or less and that motor vehicles will be able to pass over the swale.

3.2 **City's obligations.** The City:

3.2.1 will not bury debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds;

3.2.2 will thoroughly clean the Access Corridor, raking up all rubbish and construction debris and leave the Access Corridor in a neat and clean condition;

3.2.3 will, as soon as weather and soil conditions permit, and insofar as it is practicable to do so, bury, maintain, repair, and/or replace and remove all underground works so as not to interfere unduly with the drainage of the Society's Land;

3.2.4 will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the pipes, appurtenances and works in a proper and workmanlike manner;

3.2.5 will repair any damage to the Access Corridor occasioned by its use of the Access Corridor;

3.2.6 will not unreasonably interfere with the use of the Society's Land, and the existing improvements and services located on the Land, in the course of exercising the City's rights under the Right of Way, provided that the objectives of the Right of Way set out in section 2.1 are not compromised; and

3.2.7 hereby releases, indemnifies and saves harmless the Society, its directors, officers and members, from and against any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands, or losses the Society may suffer or incur arising out of or in connection with the exercise of the Right of Way or any default by the City in observing or performing its obligations under the Instrument.

3.3 **Covenants run with land.** The grant of Right of Way and the agreements and obligations set out in the Instrument run with the Society's Land, and none of them will be personal or bind the Society except during or arising out of the Society's seisen of ownership of any interest in the Society's Land.

END OF DOCUMENT

1. APPLICATION:

PROJECT #:

PAMELA ROCHON (AGENT FOR APPLICANT)

c/o WORTHINGTON, SIMM & DAVID, Barristers and Solicitors, 10430 -144th Street,  
Surrey, B. C. (V3T 4V5) Phone: 588 - 9721

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

005-468-507

Par. "A" except: 1stly: Par. 10 (Bylaw Plan 62482), 2ndly:  
Part Road on Plan LMP 4989, 3rdly: Part dedicated Road  
on Plan LMP 22081, 4thly: Part Subdivided by Plan LMP  
29494, Sec. 15, Twp. 2, NWD, Plan 57014

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
STATUTORY RIGHT-OF-WAY OVER PART SHOWN ON PLAN LMP <u>31173</u>	PAGE 6 PARAGRAPH 2.1	TRANSFeree

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

- (a) Filed Standard Charge Terms D.F. No. \_\_\_\_\_
- (b) Express Charge Terms XXXX Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a Schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

**BIBLE FELLOWSHIP HOUSING SOCIETY [Inc. #15236]**

6. TRANSFEREE(S):

**CITY OF SURREY, 14245 - 56th Avenue, Surrey, British Columbia (V3X 3A2)**

7. ADDITIONAL OR MODIFIED TERMS:

N / A

8. EXECUTIONS: THIS INSTRUMENT CREATES, ASSIGNS, MODIFIES, ENLARGES, DISCHARGES OR GOVERNS THE PRIORITY OF THE INTEREST(S) IN ITEM 3 AND THE TRANSFEROR(S) AND EVERY OTHER SIGNATORY AGREE TO BE BOUND BY THIS INSTRUMENT, AND ACKNOWLEDGE(S) RECEIPT OF A TRUE COPY OF THE FILED STANDARD CHARGE TERMS, IF ANY.

OFFICER  
SIGNATURE(S)

Y / M / D

PARTY(IES)  
SIGNATURE(S)

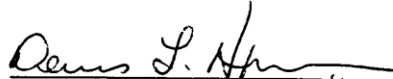

98/02/25



**Bible Fellowship  
Housing Society** by its  
authorized signatories

---

**MICHAEL KENDLER**  
Barrister & Solicitor  
#200, 13889—104th AVENUE  
SURREY, B.C. V3T 1W8  
581-0461

  
NAME: Dennis Nixon  
  
NAME: Alex Palmer

[as to both signatures]

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

EXECUTIONS


OFFICER  
SIGNATURE(S)

Y / M / D

PARTY(IES)  
SIGNATURES


98/02/\_\_\_\_

City of Surrey  
by its authorized  
signatories

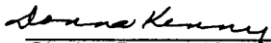
  
Margaret Jones, Deputy Clerk

14245 - 56TH AVENUE  
SURREY, B.C. (V3X 3A2)

98/2/25

  
~~Lehman Walker~~ Umendra Mittal  
General Manager  
Planning Dept.  
Engineering

(A COMMISSIONER FOR TAKING  
AFFIDAVITS IN BRITISH COLUMBIA)

  
Clerk - Donna Kenny

[AS TO SIGNATURE OF CLERK ONLY]

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

**TERMS OF INSTRUMENT - PART 2**

**Preamble:**

- A. The Society owns the Society's Land;
- B. The Society has agreed to grant to the City the Right of Way over that portion of the Society's Land defined herein as the Detention Basin Land so that the City may construct and maintain the Detention Basin; and
- C. The grant of the Right of Way is necessary for the operation and maintenance of the City's undertaking.

**Consideration:**

Each of the Society and City acknowledges the receipt and sufficiency from the other of the sum of \$1.00 and other good and valuable consideration. In return, each of the Society and City agrees to be bound by the terms and conditions of the Instrument.

**Instrument terms and conditions:**

The terms and conditions of the Instrument are as follows:

**SECTION 1  
INTERPRETATION**

- 1.1 **Definitions.** In the Instrument:
  - 1.1.1 "City" means the City of Surrey, 14245 - 56th Avenue, Surrey, British Columbia V3X 3A2, attention Legal Services Division;
  - 1.1.2 "Detention Basin" means the storm drainage detention basin and related facilities for temporary storage of storm water runoff flows the City intends to construct and maintain on the Right of Way;
  - 1.1.3 "Detention Basin Land" means that portion of the Society's Land shown outlined in black on the explanatory plan of right of way prepared by W.M. Griffith, B.C.L.S. dated February 13, 1998 and filed in the Land Title Office under number LMP 37173;
  - 1.1.4 "including" means "including, without limitation", and words of like import have a similar meaning;
  - 1.1.5 "Instrument" means collectively these Terms of Instrument - Part 2 and the Form C - General Instrument - Part 1, as prescribed by the Land Title [Transfer Forms] Regulation, as amended, to which these Terms of Instrument - Part 2 are attached;

- 1.1.6 "Land Title Office" means the Lower Mainland Land Title Office;
  - 1.1.7 "Permitted Charges" mean those charges registered in the Land Title Office against title to the Society's Land under land title registration numbers Easement R74805, Covenant R74806, Statutory Right of Way U28308, Covenant BF217522, Covenant BF217526, Covenant BF217532, Statutory Right of Way BF217537, and Statutory Right of Way BJ210533;
  - 1.1.8 "Person" means any person, firm, corporation, association, society, government body, individual, or other legal entity;
  - 1.1.9 "Right of Way" means the right of way over the Detention Basin Land the Society is granting to the City under section 2.1;
  - 1.1.10 "Society" means the Bible Fellowship Housing Society, 15100 - 66 "A" Avenue, Surrey, British Columbia V3S 2A6; and
  - 1.1.11 "Society's Land" means those certain lands and premises, situate in Surrey, British Columbia and described as Parcel Identifier: 005-468-507, Parcel A Except: Firstly: Parcel 10 (Bylaw Plan 62482) Secondly: Part Road on Plan LMP4989 Thirdly: Part Dedicated Road on Plan LMP22081, Fourthly: Part Subdivided by Plan LMP29494, Section 15, Township 2, New Westminster District, Plan 57014.
- 1.2 **Interpretation.** The following provisions apply to the Instrument:
- 1.2.1 sections and headings are for convenient reference, and are not to affect the meaning of any provisions of the Instrument;
  - 1.2.2 use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
  - 1.2.3 any reference to money is to Canadian currency;
  - 1.2.4 in all cases, the language in the Instrument is to be interpreted simply, according to its fair meaning, and not strictly for or against any party;
  - 1.2.5 the laws of British Columbia will govern the interpretation and enforcement of the Instrument;
  - 1.2.6 the Society and City accept the jurisdiction of the courts of British Columbia and agree that any action under the Instrument will be brought in such courts;
  - 1.2.7 if a court or arbitrator finds any provision of the Instrument invalid, illegal, or unenforceable, it will be severed and the remainder of the Instrument will be enforceable as fully as possible;
  - 1.2.8 time will be of the essence of the Instrument, and if the Society or City expressly or impliedly waives that requirement, such party may re-instate it by delivering notice to the other party;
  - 1.2.9 the fact that the Society or City waives a default is not to be construed

to mean that it waives any other default;

- 1.2.10 no amendment to the Instrument will have any effect unless it is in writing, and the Society and City have signed it;
- 1.2.11 any reference to a statute is to the statute and its regulations in force on the date of execution by the Society of the Instrument, and to subsequent amendments or replacements of the statute or regulations;
- 1.2.12 in addition to its rights under the Instrument and at law, each of the Society and City will be entitled to all equitable remedies available to enforce its rights including, without limitation, specific performance, injunction, and declaratory relief; and
- 1.2.13 the Instrument will enure to the benefit of and bind the Society and City, and their respective successors and assigns.

## SECTION 2 GRANT OF RIGHT OF WAY

- 2.1 **Grant.** In consideration of the sum of \$1.00 paid by the City to the Society, the receipt and sufficiency of which the Society acknowledges, the Society hereby grants to the City a statutory right of way, pursuant to section 218 of the *Land Title Act* of British Columbia, 1996 R.S.B.C. c. 250, and the full, free, and unrestricted right and liberty:
    - 2.1.1 to construct and maintain the Detention Basin in, over, and upon the Detention Basin Land; and
    - 2.1.2 for such purpose, to enter upon, and have free and uninterrupted access to, the Detention Basin Land, with or without workers, contractors, vehicles, or equipment, to construct, maintain, repair, service, and replace the Detention Basin;
- to have and to hold the Right of Way forever, subject only to Permitted Charges.

## SECTION 3 TERMS AND CONDITIONS

- 3.1 **Society's obligations.** The Society:
  - 3.1.1 will not construct, install, place, or store, or suffer or permit to be constructed, installed, placed, or stored, any buildings, structures, improvements, fixtures, or chattels on, over, or under the Right of Way;
  - 3.1.2 will not do, or suffer or permit to be done, anything that will interfere with, obstruct, or damage the Detention Basin;
  - 3.1.3 will not diminish, or suffer or permit to be diminished, the soil cover on the Right of Way;

- 3.1.4 will not plant, or suffer or permit to be planted, any vegetation on, over, or under the Right of Way, except with the City's prior written consent, such consent not to be unreasonably withheld;
  - 3.1.5 agrees that all buildings, structures, improvements, fixtures, or chattels the City from time to time constructs, installs, places, or stores on, over, or under the Right of Way will be and will remain the sole and exclusive property of the City, despite any rule of law to the contrary; and
  - 3.1.6 hereby releases, indemnifies, and saves harmless the City, its elected and appointed officials, employees, and agents from and against any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands, or losses the City may suffer or incur arising out of or in connection with the grant of the Right of Way or any default by the Society in observing or performing its obligations under the Instrument.
- 3.2 **Covenants run with land.** The grant of Right of Way and the agreements and obligations set out in the Instrument run with the Society's Land, and none of them will be personal or bind the Society except during or arising out of the Society's seisen of ownership of any interest in the Society's Land.
- 3.3 **City's indemnity.** The City hereby releases, indemnifies and saves harmless the Society, its directors, officers and members, from and against any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands, or losses the Society may suffer or incur arising out of or in connection with the exercise of the Right of Way or any default by the City in observing or performing its obligations under the Instrument.

END OF DOCUMENT



REFERENCE PLAN OF STATUTORY RIGHT OF WAY  
 OVER PART OF PARCEL "A": EXCEPT;  
 FIRSTLY: PARCEL 10 (BYLAW PLAN 62482)  
 SECONDLY: PART ROAD ON PLAN LMP 4989  
 THIRDLY: PART DEDICATED ROAD PLAN LMP 22081  
 FOURTHLY: PART SUBDIVIDED BY PLAN LMP 29494  
 SECTION 15, TOWNSHIP 2  
 NEW WESTMINSTER DISTRICT  
 PLAN 57014

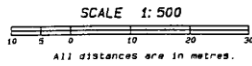
SCHEDULE E

PLAN LMP

Deposited in the Land Title Office  
 at New Westminster, B.C.  
 this \_\_\_\_\_ day of \_\_\_\_\_, 1998

Registrar

PURSUANT TO SECTION 99 (1) (e)  
 OF THE LAND TITLE ACT



B.C.G.S. NO.: 926.007



REM PC1 "A"  
 REF. PLAN 57014

SEC. 15 TP. 2

AREA REQUIRED  
 4452 m<sup>2</sup>

INTEGRATED SURVEY AREA No. 1, SURREY  
 BEARINGS ARE GRID BEARINGS DERIVED FROM  
 OCM 5025 & OCM 8740  
 THIS PLAN SHOWS GROUND LEVEL MEASURED  
 DISTANCES. PRIOR TO COMPUTATIONS OF UTM  
 COORDINATES MULTIPLY BY COMBINED  
 FACTOR OF 0.9996031

PC1 "A"  
 EXP PLAN 12817

LEGEND

- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST SET
- ⊙ DENOTES OLD CONTROL MONUMENT FOUND
- m<sup>2</sup> DENOTES SQUARE METRES

W. W. GRIFFITH AND ASSOC.  
 B. C. LAND SURVEYOR  
 1024 2659 LANGDON STREET,  
 ABBOTSFORD, B. C.  
 PH. 853 2861

THIS PLAN LIES WITHIN  
 THE GREATER VANCOUVER REGIONAL DISTRICT

152ND STREET

REF. PLAN LMP 4989

REF. PLAN LMP 22081

51M EXP PLAN 62620

REF. PLAN 62482

OCM 8740

I, W. W. Griffith, a British Columbia Land Surveyor  
 of ABBOTSFORD in British Columbia certify that I  
 was present at, and personally superintended  
 the survey represented by this plan and that  
 the survey and plan are correct. The survey  
 was completed on the 13th day of FEBRUARY, 1998

B. C. L. S.

FILE: 98-6P.DAT

SCHEDULE F

PROVINCE OF  
BRITISH COLUMBIA  
GENERAL INSTRUMENT - PART 1

PAGE 1 OF 8 PAGES

1. APPLICATION:

PAMELA ROCHON (AGENT FOR APPLICANT)

c/o WORTHINGTON, SIMM & DAVID, Barristers and Solicitors, 10430 -144th Street,  
Surrey, B. C. (V3T 4V5) Phone: 588 - 9721

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

005-468-507

Par. "A" except: 1stly: Par. 10 (Bylaw Plan 62482), 2ndly:  
Part Road on Plan LMP 4989, 3rdly: Part dedicated Road  
on Plan LMP 22081, 4thly: Part Subdivided by Plan LMP  
29494, Sec. 15, Twp. 2, NWD, Plan 57014

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
OPTION TO PURCHASE	PAGE 6 PARAGRAPH 2.1	TRANSFeree

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

- (a) Filed Standard Charge Term D.F. No. \_\_\_\_\_
- (b) Express Charge Terms XXXX Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a Schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

**BIBLE FELLOWSHIP HOUSING SOCIETY [Inc. #15236]**

6. TRANSFEREE(S):

**CITY OF SURREY, 14245 - 56th Avenue, Surrey, British Columbia (V3X 3A2)**

7. ADDITIONAL OR MODIFIED TERMS:

N / A

8. EXECUTIONS: THIS INSTRUMENT CREATES, ASSIGNS, MODIFIES, ENLARGES, DISCHARGES OR GOVERNS THE PRIORITY OF THE INTEREST(S) IN ITEM 3 AND THE TRANSFEROR(S) AND EVERY OTHER SIGNATORY AGREE TO BE BOUND BY THIS INSTRUMENT, AND ACKNOWLEDGE(S) RECEIPT OF A TRUE COPY OF THE FILED STANDARD CHARGE TERMS, IF ANY.

OFFICER  
SIGNATURE(S)

Y / M / D

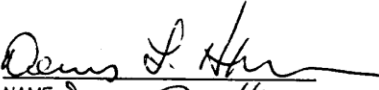
PARTY(IES)  
SIGNATURE(S)

98/ 2 / 25

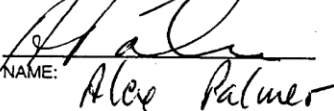


**MICHAEL KENDLER**  
Barrister & Solicitor  
#200, 13889-104th AVENUE  
SURREY, B.C. V3T 1W8  
581-0461

**Bible Fellowship  
Housing Society** by its  
authorized signatories



NAME: David Nixon



NAME: Alex Palmer

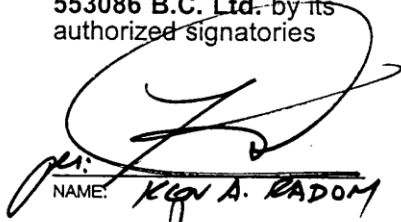
[as to both signatures]

98/02/ 27

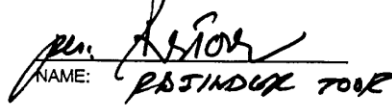


**MARGARET C. FAIRWEATHER**  
BARRISTER & SOLICITOR  
10430 - 144th Street  
Surrey, B.C. V3T 4V5  
Tel. 588-9721

**553086 B.C. Ltd.** by its  
authorized signatories



NAME: KEN A. RADOM



NAME: RAJINDER TOOR

[as to both signatures]

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

EXECUTIONS

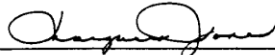
OFFICER  
SIGNATURE(S)

Y / M / D

PARTY(IES)  
SIGNATURES


98/02/\_\_\_\_

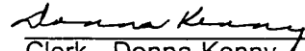
City of Surrey  
by its authorized  
signatories

  
Margaret Jones, Deputy Clerk

14245 - 56TH AVENUE  
SURREY, B.C. (V3X 3A2)

98/2/25

  
~~Lehman Walker~~ Umendra Mital  
General Manager  
Planning Dept.  
Engineering

  
Clerk - Donna Kenny

(A COMMISSIONER FOR TAKING  
AFFIDAVITS IN BRITISH COLUMBIA)

[as to signature of clerk only]

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

**TERMS OF INSTRUMENT - PART 2**

**Preamble:**

- A. The Society owns the Society's Land;
- B. The City would like to acquire fee simple title to the Detention Basin Land, and the Society has agreed to subdivision of the Society's Land to create the Detention Basin Land as a separate legally defined parcel, and to transfer fee simple title to the City, according to the terms and conditions of the Option; and
- C. Because the Detention Basin Land has not yet been created as a separate legally defined parcel, the Society has agreed to grant to the City an option to purchase the Society's Land subject to the City's agreement to accept a transfer of the Society's Land only on the condition that the City will transfer back to the Society the Remainder Land concurrently as set out in the Option.

**Consideration:**

Each of the Society and City acknowledges the receipt and sufficiency from the other of the sum of \$1.00 and other good and valuable consideration. In return, each of the Society and City agrees to be bound by the terms and conditions of the Option.

**Option terms and conditions:**

The terms and conditions of the Option are as follows:

**SECTION 1  
INTERPRETATION**

- 1.1 **Definitions.** In the Option:
  - 1.1.1 "City" means the City of Surrey, 14245 - 56th Avenue, Surrey, British Columbia V3X 3A2, attention Legal Services Division;
  - 1.1.2 "Closing Date" means the 5th day after the date the City exercises the Option under section 2.4, except that if the Land Title Office is not open for business on that day, the closing date will be the next following day on which the Land Title Office is open for business;
  - 1.1.3 "day" means a calendar day;
  - 1.1.4 "Detention Basin Land" means that portion of the Society's Land shown outlined in black on the explanatory plan of right of way prepared by W.M. Griffith, B.C.L.S. dated February 13, 1998 and filed in the Land Title Office under number LMP 30113;
  - 1.1.5 "Expiry Date" means January 31, 1999;
  - 1.1.6 "including" means "including, without limitation", and words of like import have a similar meaning;

- 1.1.7 "Land Title Office" means the Lower Mainland Land Title Office;
- 1.1.8 "Option" means collectively these Terms of Instrument - Part 2 and the Form C - General Instrument - Part 1, as prescribed by the Land Title [Transfer Forms] Regulation, as amended, to which these Terms of Instrument - Part 2 are attached;
- 1.1.9 "Permitted Charges" mean those charges registered in the Land Title Office against title to the Society's Land under land title registration numbers Easement R74805, Covenant R74806, Statutory Right of Way U28308, Covenant BF217522, Covenant BF217526, Covenant BF217532, Statutory Right of Way BF217537, and Statutory Right of Way BJ210533;
- 1.1.10 "Person" means any person, firm, corporation, association, society, government body, individual, or other legal entity;
- 1.1.11 "Remainder Land" means that portion of the Society's Land other than the Detention Basin Land;
- 1.1.12 "Society" means the Bible Fellowship Housing Society, 15100 - 66 "A" Avenue, Surrey, British Columbia V3S 2A6;
- 1.1.13 "Society's Land" means those certain lands and premises situate in Surrey, British Columbia and described as Parcel Identifier: 005-468-507, Parcel A Except: Firstly: Parcel 10 (Bylaw Plan 62482) Secondly: Part Road on Plan LMP4989 Thirdly: Part Dedicated Road on Plan LMP22081, Fourthly: Part Subdivided by Plan LMP29494, Section 15, Township 2, New Westminster District, Plan 57014;
- 1.1.14 "Society's Lawyers" mean McQuarrie Hunter; and
- 1.1.15 "Subdivision Plan" means a subdivision plan in form acceptable for registration in the Land Title Office subdividing the Society's Land into the Detention Basin Land and Remainder Land.
- 1.2 **Interpretation.** The following provisions apply to the Option:
- 1.2.1 sections and headings are for convenient reference, and are not to affect the meaning of any provisions of the Option;
- 1.2.2 use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
- 1.2.3 any reference to money is to Canadian currency;
- 1.2.4 in all cases, the language in the Option is to be interpreted simply, according to its fair meaning, and not strictly for or against any party;
- 1.2.5 the laws of British Columbia will govern the interpretation and enforcement of the Option;
- 1.2.6 the Society and City accept the jurisdiction of the courts of British Columbia and agree that any action under the Option will be brought in such courts;

- 1.2.7 if a court or arbitrator finds any provision of the Option invalid, illegal, or unenforceable, it will be severed and the remainder of the Option will be enforceable as fully as possible;
- 1.2.8 time will be of the essence of the Option, and if the Society or City expressly or impliedly waives that requirement, such party may re-instate it by delivering notice to the other party;
- 1.2.9 the fact that the Society or City waives a default is not to be construed to mean that it waives any other default;
- 1.2.10 no amendment to the Option will have any effect unless it is in writing, and the Society and City have signed it;
- 1.2.11 any reference to a statute is to the statute and its regulations in force on the date of execution by the Society of the Option, and to subsequent amendments or replacements of the statute or regulations;
- 1.2.12 in addition to its rights under the Option and at law, each of the Society and City will be entitled to all equitable remedies available to enforce its rights including, without limitation, specific performance, injunction, and declaratory relief; and
- 1.2.13 the Option will enure to the benefit of and bind the Society and City, and their respective successors and assigns.

## **SECTION 2 GRANT OF OPTION**

- 2.1 **Grant of Option.** In consideration of the sum of \$1.00 paid by the City to the Society, the receipt and sufficiency of which the Society acknowledges, the Society hereby grants to the City the sole and exclusive option to purchase the Society's Land, subject only to Permitted Charges, according to the terms and conditions of the Option.
- 2.2 **Consideration.** The Society acknowledges that it will receive good and sufficient consideration from 553086 B.C. Ltd., on behalf of the City, for the grant of this option to purchase and the transfers contemplated herein.
- 2.3 **Time for exercise.** The Option will be open for exercise by the City and will be irrevocable to and including the Expiry Date.
- 2.4 **Option exercise.** The City may exercise the Option by delivering written notice of such exercise to the Society on or before the Expiry Date. Such exercise will constitute a binding agreement for the transfer of the Society's Land from the Society to the City according to the terms and conditions of Section 3.
- 2.5 **Expiry.** If the City fails to exercise the Option, according to section 2.4, on or before the Expiry Date, then the Option will have no further force or effect except that the City, on demand after the Expiry Date by the Society, will execute and deliver to the Society a release and discharge of the Option in form acceptable for registration in the Land Title Office.

**SECTION 3  
TRANSFER TERMS AND CONDITIONS**

- 3.1 **Transfer.** If the City exercises the Option according to the terms and conditions of Section 2, the Society will transfer the Society's Land to the City and the City will accept the transfer of the Society's Land from the Society according to the terms and conditions set out in this Section 3.
- 3.2 **Adjustment and possession dates.** The adjustment and possession dates will occur on the Closing Date.
- 3.3 **Adjustments.** The City and Society will adjust property taxes and other taxes customarily the subject of adjustment, with respect to the Detention Basin Land and Remainder Land, as of the Closing Date.
- 3.4 **Documents and costs.** The City will be responsible for preparation of the Subdivision Plan and all conveyance documents and for the costs of conveyance and subdivision. The Society will be responsible for clearing title and for its own legal fees and disbursements. The City will be responsible for any GST or property transfer tax payable in respect of any transaction required by this Option. By executing Form C to this Option, 553086 B.C., Ltd. agrees with the City that it will prepare the Subdivision Plan, on behalf of the City, as soon as reasonably possible.
- 3.5 **Subdivision.** The Society will co-operate fully and promptly with the City to effect subdivision of the Society's Land into the Detention Basin Land and Remainder Land according to the Subdivision Plan and to effect registration of the Subdivision Plan in the Land Title Office including, without limitation:
- 3.5.1 hereby irrevocably authorising and instructing the City to apply to the approving officer for approval of the Subdivision Plan, and executing the application for the Subdivision Plan and other instruments necessary in connection therewith;
- 3.5.2 executing the Subdivision Plan and other instruments, plans, rights of way, section 219 covenants and other documents that the City or other government authorities may lawfully require in connection therewith, provided that no such other instrument, right of way, section 219 covenant or other document will affect the Remainder Land; and
- 3.5.3 obtaining execution of all of the foregoing by any chargeholders who have charges registered against title to the Society's Land.
- 3.6 **Delivery of documents.** The City will deliver the conveyance documents and Subdivision Plan to the Society's Lawyers for execution by the Society prior to the Closing Date. The Society will execute those documents and will cause the Society's Lawyers to return them to the City prior to the Closing Date along with discharges in form acceptable for registration in the Land Title Office of any liens, charges, or encumbrances registered against title to the Society's Land that are not Permitted Charges or, alternatively, along with an undertaking from the Society's Lawyers regarding discharge of any such liens, charges, or encumbrances, which undertaking must be on terms satisfactory to the City.
- 3.7 **Transfer of title to the Society's Land.** On the Closing Date:



- 3.7.1 the Society will transfer title to the Society's Land to the City, subject only to Permitted Charges; and
- 3.7.2 concurrently with that transfer, the City will register the Subdivision Plan in the Land Title Office and transfer title to the Remainder Land to the Society, subject only to Permitted Encumbrances and those charges registered on January 1, 1998, or subsequently with the written consent of the Society.
- 3.8 **Alternate transfer of title.** The Society and City will co-operate with one another to effect, if possible, on the Closing Date, instead of the transfers referred to in section 3.7, concurrent registration of a transfer of the Detention Basin Land to the City, subject only to Permitted Charges, and the Subdivision Plan. Such alternate transfer of title will be subject to the City's lawyers and Society's Lawyers reaching mutually satisfactory undertakings in connection therewith.
- 3.9 **Risk.** The Society's Land and any improvements thereon will remain at the risk of the Society until the date and time of registration of the transfer of the Society's Land or Detention Basin Land, as the case may be.
- 3.10 **Residency.** The Society warrants to the City that it is a resident of Canada for the purpose of the *Income Tax Act* of Canada.
- 3.11 **Tender.** Any tender of documents, plans, or money may be made on the solicitors for the parties.
- 3.12 **Payment of consideration.** The Society will not be obliged to convey the Society's land nor the Detention Basin Land to the City unless 553086 B.C. Ltd. has fully paid the consideration described in section 2.2.

#### **SECTION 4 GENERAL PROVISIONS**

- 4.1 **Further assurances.** The Society will deliver to the City promptly such further documents and assurances as the City may reasonably require to give full effect to the intent and meaning of the Option and registration of all requisite instruments and plans.
- 4.2 **Notice.** Any party to this Contract may serve any notice, request, or demand only in writing by personal service. The sending party will deliver any such communication addressed to the name and address of the recipient set out in section 1.1, or to such other address in British Columbia as any of them may notify the others according to the notice requirements of this section. Personal service will be deemed complete when delivered. Any party may personally serve any such communication on the solicitors for any party.
- 4.3 **Survival.** The covenants, representations, warranties, and other agreements in this Option will survive the completion of the sale of the Detention Basin Land.

END OF DOCUMENT

## SCHEDULE G

### SCHEDULE OF SPECIFIED CHARGE

**Specified Charge      \$1,500.00**

Payment Year	Multiplier Factor	Financing Charge	Specified Charge
1999	1.000	Nil	\$1,500.00
2000	1.050	\$75.00	\$1,575.00
2001	1.103	\$153.75	\$1,653.75
2002	1.158	\$236.44	\$1,736.44
2003	1.216	\$323.26	\$1,823.26
2004	1.276	\$414.42	\$1,914.42
2005	1.340	\$510.14	\$2,010.14
2006	1.407	\$610.65	\$2,110.65
2007	1.477	\$716.18	\$2,216.18
2008	1.551	\$826.99	\$2,326.99
After Year 2008, there will be no charge.			