

## **NOTICE OF PUBLIC MEETING – SEPTEMBER 23, 2024**

**TEMPORARY USE PERMIT (TUP) 24-025**

**CIVIC ADDRESS: 1589 Maple Street**

**PURPOSE:** The Temporary Use Permit application is for a temporary emergency daytime warming centre, a construction site office, associated off-street parking for both uses to be located at the subject site. The temporary uses are for the winter 2024/2025 period operating approximately October 2024 to March 2025. If the Temporary Use Permit is issued, this land use permit will be valid for six (6) months, unless Council directs otherwise.

**WHITE ROCK**  
*My City by the Sea!*

**Documents:**

Author	Document	Item #
Director of Planning and Development Services	Draft Temporary Use Permit and various application documents	R-1



THE CORPORATION OF THE  
**CITY OF WHITE ROCK**  
15322 BUENA VISTA AVENUE, WHITE ROCK, B.C. V4B 1Y6

**NOTICE OF PUBLIC MEETING**  
**MONDAY, SEPTEMBER 23, 2024**  
**1589 MAPLE STREET**

**NOTICE** is hereby given that the Council of the City of White Rock will hold an opportunity for public participation for a Public Meeting on **MONDAY, SEPTEMBER 23, 2024, at 4:00 P.M.** in accordance with the *Local Government Act* and the *Planning Procedures Bylaw*; and further

**NOTICE** is hereby given that Council will consider this same application at the Regular Council Meeting scheduled for **MONDAY, SEPTEMBER 23, 2024, at 4:00 P.M.** in the Council Chambers at the White Rock City Hall.

At the September 23, 2024 Public Meeting, all persons who deem their interest in property is affected by the proposed application shall be afforded an opportunity to be heard **in person or by forwarding written submissions** reflecting matters contained in the proposed application that is the subject of the Public Meeting. At the Public Meeting, Council will hear and receive submissions from the interested persons in regard to the application listed below:

**TEMPORARY USE PERMIT (TUP) 24-025**

**CIVIC ADDRESS: 1589 Maple Street (See Site Map)**

**PURPOSE:** The Temporary Use Permit application is for a temporary emergency daytime warming centre, a construction site office, associated off-street parking for both uses to be located at the subject site. The temporary uses are for the winter 2024/2025 period operating approximately October 2024 to March 2025. If the Temporary Use Permit is issued, this land use permit will be valid for six (6) months, unless Council directs otherwise.

The proposed application can be viewed online on the agenda and minutes page of the City website, [www.whiterockcity.ca](http://www.whiterockcity.ca), under Council Agendas or in the Corporate Administration Office at the White Rock City Hall, 15322 Buena Vista Avenue, White Rock, BC, from September 10, 2024 until September 23, 2024 between the hours of 8:30 a.m. and 4:30 p.m.

**ADDITIONAL INFORMATION**

Further details regarding the subject of the Public Meeting may be found online: [whiterockcity.ca/agendas](http://whiterockcity.ca/agendas)

Contact the Planning and Development Services Department for any questions regarding this application: 604-541-2136 | [planning@whiterockcity.ca](mailto:planning@whiterockcity.ca)

**VIEW THE RELATED DOCUMENTS**

Online at [whiterockcity.ca/agendas](http://whiterockcity.ca/agendas)

**SUBMIT YOUR COMMENTS**

- **Email:** [clerksoffice@whiterockcity.ca](mailto:clerksoffice@whiterockcity.ca) with “**TUP 24-025**” noted in the subject line
- **Mail:** City Hall at 15322 Buena Vista Avenue, White Rock, V4B 1Y6

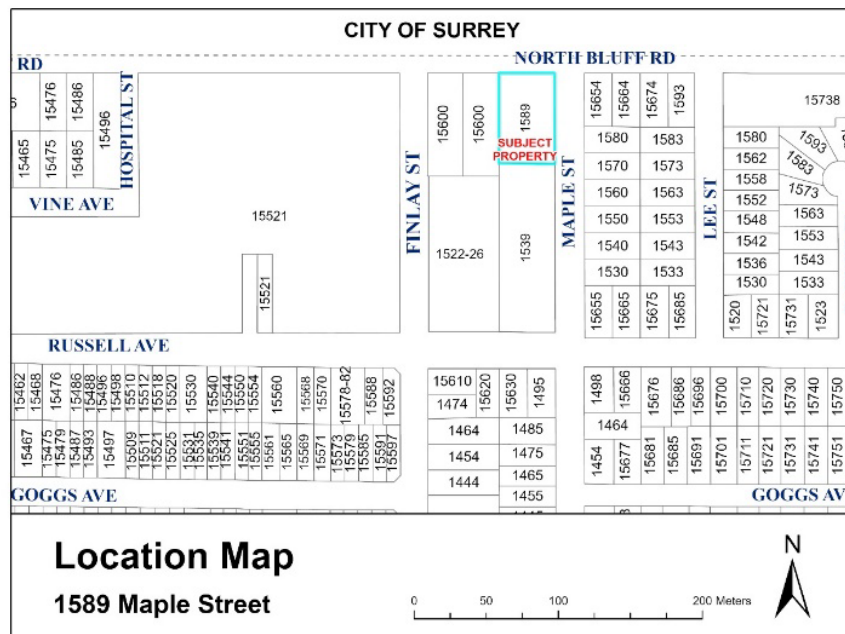
All submitted comments will be distributed to Council and must be received by 12:00 p.m. (noon) on the day of the Public Meeting.

- **In Person:** Attend in person at City Hall Council Chambers (15322 Buena Vista Ave.)

**WATCH THE PUBLIC MEETING**

Live online or view the video the following day at [whiterockcity.ca/agendas](http://whiterockcity.ca/agendas)

**SITE MAP: 1589 Maple Street**



September 10, 2024  
Tracey Arthur, Director of Corporate Administration



# THE CORPORATION OF THE CITY OF WHITE ROCK



## TEMPORARY USE PERMIT NO. 24-025

1. This Temporary Use Permit No. 24-025 is issued to Oviedo Properties Ltd. and 1097882 B.C. Ltd. as the owner (hereinafter called the "Permittee") and shall apply only to ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of White Rock, in the Province of British Columbia, and more particularly known and described as:

### Legal Description:

LOT 1 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN EPP80367  
PID: 030-401-861  
(Civic: 1589 Maple Street)

As indicated on Schedule A  
(hereinafter referred to as "the Lands").

2. This Temporary Use Permit No. 24-025 is issued pursuant to the authority of Sections 492 and 493 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, the "White Rock Zoning Bylaw, 2024, No. 2506" as amended; and in conformity with the procedure prescribed by the "City of White Rock Planning Procedures Bylaw, 2017, No. 2234" as amended.
3. Except as otherwise authorized by this permit, the terms, conditions and guidelines as set out in the "White Rock Zoning Bylaw, 2024, No. 2506" as amended shall apply to the Lands covered by this Temporary Use Permit:

#### a) Permitted Temporary Uses

- (i) A temporary emergency daytime warming centre
- (ii) Associated portable washroom facilities, parking, and storage; and
- (iii) A temporary construction site office for nearby developments under construction, and associated off-street parking,

shall be permitted as a temporary uses.

#### b) Dimensions and Siting of Buildings

- (i) The temporary emergency daytime warming centre and associated portable washroom and storage facilities must be sited generally in accordance with Schedule B;
- (ii) The construction site office must be sited a minimum of 2.0 metres from the south property boundary and 2.0 metres from the west property boundary.

4. Terms and Conditions:

- a) Except as otherwise specified in this permit, all siting, construction, and uses shall be in accordance with the provisions of the “White Rock Zoning Bylaw, 2024, No. 2506” as amended;
  - b) The permittee must obtain a building permit and comply with the requirements of the BC Building Code for the construction of the temporary daytime warming centre;
  - c) No trees are to be removed or impacted by the proposed uses, as the proposed uses utilize existing paved areas, however, if tree impacts are proposed, a Tree Management Permit with the City must be obtained as required by the “White Rock Tree Protection Bylaw, 2021, No. 2407” and amendments thereto;
  - d) Tree removal or impacts to the critical root zone of Tree 3304 (“Quercus rubra”) located in the northeast corner of the Lands, to facilitate the construction/siting of the temporary emergency daytime warming centre or temporary construction site office is not permitted;
  - e) The temporary emergency daytime warming centre and associated portable facilities must be placed in a manner that will minimize any potential impacts to trees;
  - f) The temporary construction site office must be constructed and sited in a manner that will minimize any potential impacts to protected trees;
  - g) The driveway access and parking must be located to minimize any potential impacts to protected trees;
  - h) No alteration to the natural drainage shall be undertaken which may cause or contribute to hazardous conditions on the Lands or adjacent properties;
  - i) The permittee must provide fencing to prevent access to the construction site office from the temporary emergency daytime warming centre;
  - j) The permittee must provide a minimum of 8 on-site parking spaces for the temporary construction site office; and
  - k) The temporary uses shall not produce noise, light or traffic that is disruptive to surrounding residents quiet enjoyment of their property.
5. All definitions of words and phrases contained in Sections 493 to 497 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, and the “White Rock Zoning Bylaw, 2024, No. 2506” as amended, shall apply to this Temporary Use Permit and the attachments herein.
6. The permittee must provide an undertaking, to remove the temporary construction site office and restore the Lands to the satisfaction of the City on or prior to the expiration of this permit.

7. The City will assume responsibility to facilitate the removal of any temporary structures and materials associated with the emergency daytime warming centre.
8. The permittee must remove or demolish the temporary sales centre, advertising structures, construction site office and restore the Lands to the acceptance of the City prior to the expiration of this permit, at which time the remaining securities from TUP 2018-001 and TUP 2021-019 will be returned. If the Lands have an approved Building Permit for the construction of a multi-unit residential building, the securities will be returned to the permittee.
9. This Permit is valid from date of issuance to April 30th, 2025, with the emergency daytime warming centre operating no later than March 31<sup>st</sup>, 2025 unless otherwise approved for further time extension by Council in accordance with the provisions of Section 497 of the *Local Government Act*.
10. Any terms and conditions associated with TUP 2018-001 and 2021-019 as they relate to the site will remain in place until remedied in accordance with that permit and this permit.
11. This permit does not constitute a subdivision approval, a Tree Management Permit, a Demolition Permit, or a Building Permit.

Authorizing Resolution passed by the Council for the City of White Rock on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

This Temporary Use Permit has been executed at White Rock, British Columbia on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

The Corporate Seal of THE CORPORATION  
OF THE CITY OF WHITE ROCK was hereunto  
affixed in the presence of:

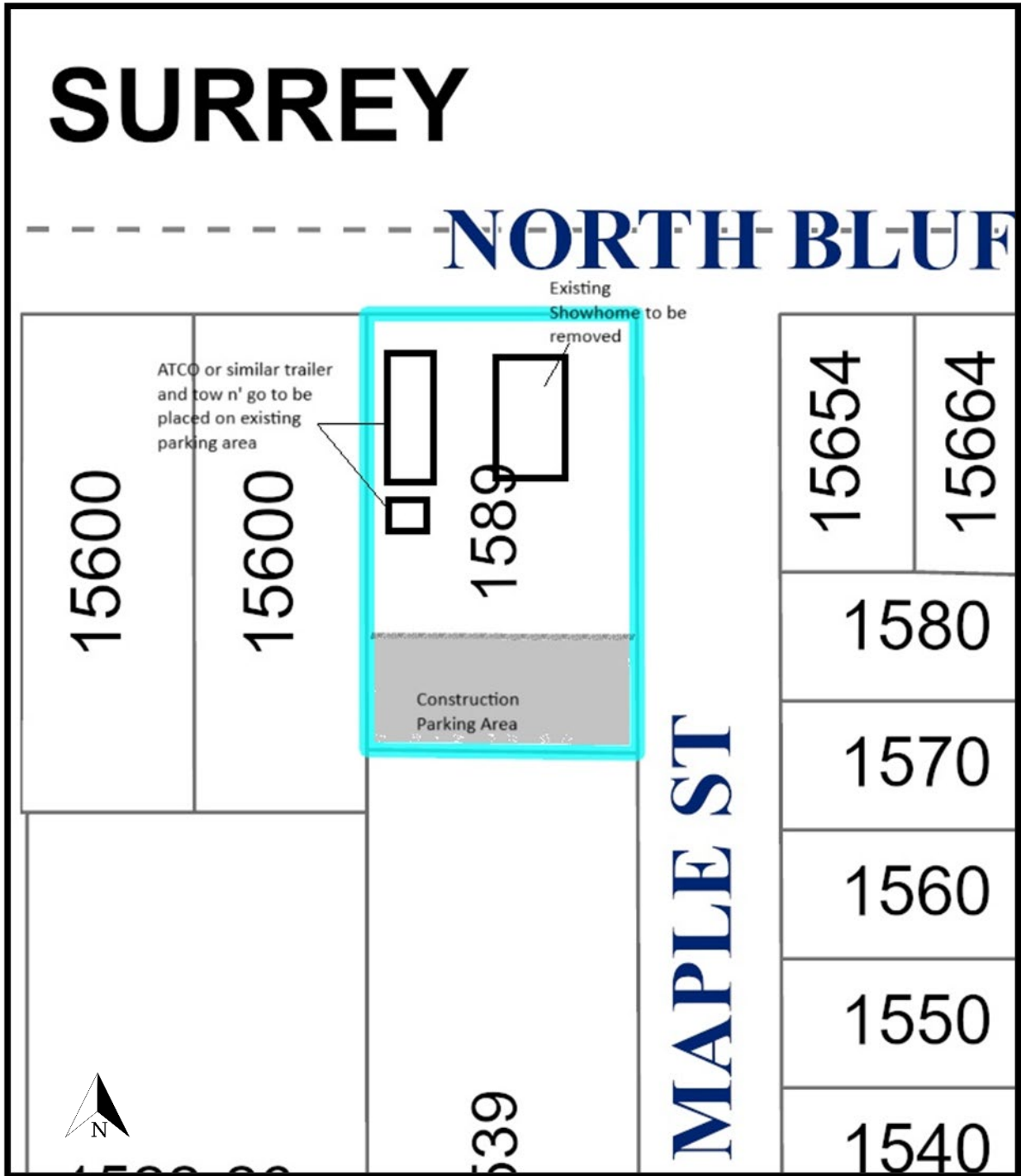
\_\_\_\_\_  
Mayor - Authorized Signatory

\_\_\_\_\_  
Director of Corporate Administration - Authorized Signatory



Schedule B – Site Plan

Buildings not to scale – for reference purposes only





City of White Rock  
 15322 Buena Vista Ave  
 White Rock, BC V4B 1Y6  
 whiterockcity.ca

# Agent Authorization Form

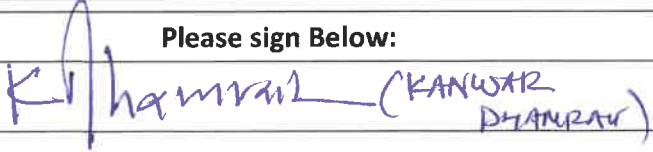
<b>Application Type(s):</b>	Temporary Use Permit
<b>Site Address(es):</b>	1589 Maple Street
<b>PID(s):</b>	030-401-861
<b>Legal Description(s):</b>	LOT 1, PLAN EPP80367, SECTION 11, TOWNSHIP 1, NW LAND DISTRICT

This document shall serve to notify the City of White Rock ("City") that I am / we are the legal owner(s) of the property described above and do authorize the person indicated below ("Agent") to act on my / our behalf on all matters pertaining to the stated application type(s) for the above referenced property/ies. In addition, I / we have read and understood the application requirements for the above application(s) and authorize the Agent to act on our behalf.

All registered property owners shall sign this Authorization Form. Company-owned properties must be represented by Agents. Use additional sheets if necessary. Changes in ownership will require the submission of new Authorization Forms.

<b>Name of Property Owner(s):</b>	OVIEDO PROPERTIES LTD., INC. NO. BC0990799
	AND
	1097882 B.C. LTD., INC. NO. BC 1097882
<b>If company-owned, please also provide a contact name:</b>	
<b>Mailing Address:</b>	#202B 8322 130TH STREET, SURREY, BC V3W 8J9
<b>Main &amp; Cell Phone Number:</b>	
<b>E-Mail Address:</b>	

<b>Name of Agent:</b>	Anne Berry, Director, Planning and Development Services
<b>Company Name (if applicable):</b>	City of White Rock
<b>Mailing Address:</b>	15322 Buena Vista Avenue , White Rock, BC V4B 1Y6
<b>Main &amp; Cell Phone Number:</b>	604-541-2293
<b>E-Mail Address:</b>	aberry@whiterockcity.ca

I hereby consent ...	Please sign Below:	Date (YY/MM/DD)
<b>Property Owner:</b>	 (KANWAR DHANRAJ)	24/06/19
<b>Property Owner:</b>		
<b>Property Owner:</b>		
<b>Authorized Agent:</b>		

**TITLE SEARCH PRINT**

2024-07-11, 16:28:07

File Reference: 1589 Maple St

Requestor: Bonnie Hardeo

Declared Value \$3350000

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District**

NEW WESTMINSTER

Land Title Office

NEW WESTMINSTER

**Title Number**

CA6664560

From Title Number

CA6664559

**Application Received**

2018-03-06

**Application Entered**

2018-04-12

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

OVIEDO PROPERTIES LTD., INC.NO. BC0990799

#202B 8322 130TH STREET

SURREY, BC

V3W 8J9

AS TO AN UNDIVIDED 65/100 INTEREST

Registered Owner/Mailing Address:

1097882 B.C. LTD., INC.NO. BC1097882

#202B 8322 130TH STREET

SURREY, BC

V3W 8J9

AS TO AN UNDIVIDED 35/100 INTEREST

**Taxation Authority**

White Rock, The Corporation of the City of

**Description of Land**

Parcel Identifier:

030-401-861

Legal Description:

LOT 1 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN EPP80367

**Legal Notations**

HERETO IS ANNEXED EASEMENT CA7433579 LOTS 3 - 8, INCLUSIVE, PLAN 16655

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7527553 EXPIRES 2021-05-16

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA9466353 EXPIRES 2022-10-27

**TITLE SEARCH PRINT**

2024-07-11, 16:28:07

File Reference: 1589 Maple St

Requestor: Bonnie Hardeo

Declared Value \$3350000

**Charges, Liens and Interests**

Nature:

EASEMENT

Registration Number:

CA7433577

Registration Date and Time:

2019-04-05 14:10

Remarks:

APPURTENANT TO LOTS 3 - 8, INCLUSIVE, PLAN 16655

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE



NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA7433577 CA7433579

Apr-05-2019 14:10:05.001

LAND TITLE ACT  
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1554141316 PAGE 1 OF 24 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Christopher Jose Bettencourt N3CAX9  
Digitally signed by Christopher Jose Bettencourt N3CAX9  
Date: 2019.04.05 13:57:38 -07'00'

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

McQuarrie Hunter LLP, Barristers & Solicitors

15th Floor, Central City Tower

13450 102nd Avenue

Surrey

BC V3T 5X3

Telephone: 604-581-7001  
LTO Client Number: 11318  
File Number: 182423

Document: Easement [Crane Swing & Shoring] 1589 Maple

Document Fees: \$222.48

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

CHRISTOPHER J. BETTENCOURT

Barrister & Solicitor

Suite 1500, 13450 - 102nd Ave.

Surrey, B.C. V3T 5X3

604-581-7001

Y	M	D
19	04	02

OVIEDO PROPERTIES LTD. by its authorized signatory(ies):

Navtej Singh Bains

Amarjit Singh Mann

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
CHRISTOPHER J. BETTENCOURT

Barrister & Solicitor

Suite 1500, 13450 - 102nd Ave.  
Surrey, B.C. V3T 5X3  
604-581-7001

**Y**      **M**      **D**

19      04      02

1097882 B.C. LTD. by its authorized  
signatory(ies):

\_\_\_\_\_  
Kanwar Dhamrait

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Barry Joe

Y	M	D
19	04	02

1124902 B.C. LTD. by its authorized signatory(ies):

Barrister & Solicitor

205, 15240 - 56 Avenue  
Surrey, BC V3S 5K7  
(604) 591-7877

\_\_\_\_\_  
Name: Matthew Karl Weber

(as to both signatures)

\_\_\_\_\_  
Name: Raghbir Singh

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Lisa Paulson

Y	M	D
19	04	05

FIRST WEST CREDIT UNION by its  
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

6470 201 Street  
Langley, BC V2Y 2X4  
Expires: Jan 31, 2022

\_\_\_\_\_  
Name: Ryan Gerwing, Regional  
Manager, Commercial Banking

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

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

FORM\_E\_V24

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 24 PAGES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-401-861	LOT 1 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN EPP80367
005-767-121	LOT 3 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655
010-236-538	LOT 4 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655
010-236-554	LOT 5 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655
010-144-048	LOT 6 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655
010-236-589	LOT 7 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655
010-236-597	LOT 8 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 16655

FORM\_E\_V24

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 6 OF 24 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Section 2.1, Page 11 Dominant Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655 Servient Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Page 24

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Section 3.1, Page 13 Dominant Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367 Servient Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 7 OF 24 PAGES

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

**5. TRANSFEROR(S):**

OVIEDO PROPERTIES LTD. (Inc. No. BC0990799) (as to easement granted in section 2.1)

1097882 B.C. LTD. (Inc. No. BC1097882) (as to easement granted in section 2.1)

1124902 B.C. LTD. (Inc. No. BC1124902) (as to easement granted in section 3.1)

FIRST WEST CREDIT UNION (Incorporation No. FI156) (as to priority on page 24)

**6. TRANSFEREE(S): (including postal address(es) and postal code(s)):**

1124902 B.C. LTD. (Inc. No. BC1124902), of 202, 5489 Byrne Road, Burnaby, BC V5J 3J1 (as to easement granted in section 2.1)

OVIEDO PROPERTIES LTD. (Inc. No. BC0990799), of #202B 8322 130th Street, Surrey, BC V3W 8J9 (as to easement granted in section 3.1)

1097882 B.C. LTD. (Inc. No. BC1097882), of #202B 8322 130th Street, Surrey, BC V3W 8J9 (as to easement granted in section 3.1)

**PART 2 – TERMS OF INSTRUMENT****RECIPROCAL EASEMENT (CRANE SWING, SHORING & UNDERPINNING)**

BETWEEN:

**OVIEDO PROPERTIES LTD. (Inc. No. BC0990799)**

as registered owner to an undivided 65/100 interest of the Developer Lands (as defined below)

**1097882 B.C. LTD. (Inc. No. BC1097882)**

as registered owner to an undivided 35/100 interest of the Developer Lands (as defined below)

(collectively, the “**Developer**”)

AND:

**1124902 B.C. LTD. (Inc. No. BC1124902)**

as registered owner of the Neighbour Lands (as defined below)

(the “**Neighbour**”)

WHEREAS:

- A. Developer is the registered owner of certain lands and premises in the City of White Rock legally described as:

Civic Address: 1589 Maple Street, White Rock, BC

Parcel Identifier: 030-401-861

Legal Description: Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367

(the “**Developer Lands**”);

- B. The Neighbour is the registered owner of certain lands and premises in the City of White Rock legally described as:

Civic Address: 1559 Maple Street, White Rock, BC

Parcel Identifier: 005-767-121

Legal Description: Lot 3 Section 11 Township 1 New Westminster District Plan 16655



Civic Address: 1549 Maple Street, White Rock, BC  
Parcel Identifier: 010-236-538  
Legal Description: Lot 4 Section 11 Township 1 New Westminster District Plan 16655

Civic Address: 1539 Maple Street, White Rock, BC  
Parcel Identifier: 010-236-554  
Legal Description: Lot 5 Section 11 Township 1 New Westminster District Plan 16655

Civic Address: 1529 Maple Street, White Rock, BC  
Parcel Identifier: 010-144-048  
Legal Description: Lot 6 Section 11 Township 1 New Westminster District Plan 16655

Civic Address: 15631 Russell Avenue, White Rock, BC  
Parcel Identifier: 010-236-589  
Legal Description: Lot 7 Section 11 Township 1 New Westminster District Plan 16655

Civic Address: 1509 Maple Street, White Rock, BC  
Parcel Identifier: 010-236-597  
Legal Description: Lot 8 Section 11 Township 1 New Westminster District Plan 16655

(collectively, the “**Neighbour Lands**”);

- C. Developer is currently developing and intends to construct a new development on the Developer Lands;
- D. The Neighbour is currently developing and intends to construct a new development on the Neighbour Lands;
- E. Developer has agreed to grant to the Neighbour an easement over the Developer Lands for the benefit of the Neighbour Lands; and
- F. The Neighbour has agreed to grant to Developer an easement over the Neighbour Lands for the benefit of the Developer Lands.

NOW THEREFORE in consideration of the premises, mutual grants and covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

**PART 1**  
**DEFINITIONS**

**Definitions**

- 1.1 In addition to the terms defined elsewhere in this Agreement, for the purposes of this Agreement, the following words or phrases shall have the following meanings:
- (a) “**Business Day**” means any day other than Saturday, Sunday and any other day which is a legal holiday in Province of British Columbia;
  - (b) “**City**” means the City of White Rock;
  - (c) “**Crane**” means any and all construction cranes erected and used for the purpose of assisting in the construction of the Developer Lands Project or the Neighbour Lands Project, as the case may be;
  - (d) “**Grantee**” has the meaning set out in Section 4.3;
  - (e) “**Grantor**” has the meaning set out in Section 4.3;
  - (f) “**Neighbour Lands Building**” means the buildings, structures and other improvements located on the Neighbour Lands (including the Neighbour Lands Project, if applicable) as of the date the Crane is installed by Developer to enable Developer to construct the Developer Lands Project;
  - (g) “**Neighbour Lands Project**” means the development proposed to be constructed on the Neighbour Lands by the Neighbour, including all buildings, structures and other improvements comprising the same;
  - (h) “**Shoring Works**” means the excavation of earth and/or placement of any and all tie-back rods, sheet piles, anchors, shotcrete, underpinnings, concrete facing, polyethylene sheets and panels and any other ancillary structural supports necessary or desirable for the purposes of shoring up that part of the excavation undertaken, and the foundation works related thereto, pertaining to the development to occur in the construction of the Developer Lands Project or the Neighbour Lands Project, as the case may be;
  - (i) “**Developer Lands Building**” means the buildings, structures and other improvements located on the Developer Lands (including the Developer Lands Project, if applicable) as of the date the Crane is installed by the Neighbour to enable the Neighbour to construct the Neighbour Lands Project;
  - (j) “**Developer Lands Project**” means the development proposed to be constructed on the Developer Lands by Developer, including all buildings, structures and other improvements comprising the same;

- (k) **“Subdividing Owner”** means the registered owner(s) in fee simple of the Developer Lands or the Neighbour Lands, as applicable, that registers in the Land Title Office a strata plan in respect of all or a portion of the Developer Lands or the Neighbour Lands, as the case may be; and
- (l) **“Termination Date”** means
  - (A) in respect of the easements granted pursuant to Section 2.1, the date of issuance by the City of the final occupancy certificate with respect to the Neighbour Lands Project; or
  - (B) in respect of the easements granted pursuant to Section 3.1, the date of issuance by the City of the final occupancy certificate with respect to the Developer Lands Project.

## **PART 2**

### **EASEMENT AND LICENCES GRANTED BY DEVELOPER TO THE NEIGHBOUR**

#### **Grant of Easements by Developer**

- 2.1 Subject to Sections 2.2 and 2.3, Developer, as owner of the Developer Lands, does hereby grant, convey and confirm unto the Neighbour, for the benefit of the Neighbour and to be appurtenant to the Neighbour Lands and to bind all of the Developer Lands, for the use and enjoyment of the Neighbour and its respective servants, agents, licensees, contractors and subcontractors, in common with Developer and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time:
- (a) Crane: to pass and repass over the Developer Lands, with the boom or booms of a Crane to be located on the Neighbour Lands to facilitate the construction of the Neighbour Lands Project, with or without loads or materials, provided that no loads or materials shall be swung over any portion of the Developer Lands Building and in respect of each particular instance in which the Crane passes over the Developer Lands, such rights shall only be exercised on that part of the Developer Lands which is above the highest elevation of:
    - (i) fifty (50) feet above the ground level of the Developer Lands;
    - (ii) ten (10) feet above the highest elevation of the Developer Lands Building that the boom of such Crane located on the Neighbour Lands could swing;
    - (iii) twenty (20) feet above the highest elevation of that portion of the Crane erected on the Developer Lands, that the boom of any Crane to be located on the Neighbour Lands could swing; or

- (iv) ten (10) feet above the highest elevation of any permanent structure to be constructed as part of the Developer Lands Project that the boom of such Crane located on the Neighbour Lands could swing, and
- (b) Shoring: to pass and repass over the Developer Lands to install the Shoring Works, provided such rights shall only be exercised over such areas within the Developer Lands as are reasonably necessary to construct the Shoring Works and to leave the Shoring Works in place.

to have and to hold such easement as an easement appurtenant to the Neighbour Lands subject only to the provisos, terms and conditions herein contained. Notwithstanding the foregoing, in the event the Neighbour wishes to pass a load over the Developer Lands, the Neighbour shall only do so with the prior written consent of the Developer.

For the purpose of determining the highest elevation of any permanent structure to be constructed as part of the Developer Lands Project, the Neighbour will, prior to erecting a Crane on the Neighbour Lands, give Developer at least 45 days prior written notice to provide height specifications (acting reasonably), for any permanent structure to be constructed as part of the Developer Lands Project.

Notwithstanding Section 2.1(a)(iii), the Neighbour may erect a Crane and pass below the Crane located on the Developer Lands, but only to the extent permitted in a prior written agreement between the parties, acting reasonably, setting out reasonable restrictions on the use of each respective Crane that allows for the safe coordination and operation of both Cranes.

### **Restrictions on the Exercise of Licences**

- 2.2 When exercising those easements, licences and all other rights, liberties, privileges and permissions granted to it by Developer in this Agreement, the Neighbour will at all times act reasonably and with due consideration for the interests of Developer, the Developer Lands, the Developer Lands Building, the Developer Lands Project and its tenants and occupants, and will cause as little disturbance to Developer, the Developer Lands, the Developer Lands Building, the Developer Lands Project and its tenants and occupants as is reasonably possible.

### **Term of Easement and Licences**

- 2.3 The easement granted in Section 2.1 and all other rights, liberties, privileges and permissions granted by Developer to the Neighbour in this Agreement relating thereto will automatically terminate upon the earliest to occur of:
- (a) the date upon which a discharge of easement granted in Section 2.1 is fully registered at the applicable Land Title Office; and
  - (b) the applicable Termination Date.

Upon the termination of the easement granted in Section 2.1 in accordance with Section 2.3(b), the Neighbour, within a reasonable period of time after written request for the same from Developer, will provide Developer with a discharge of such easement in registrable form. For greater certainty, the Neighbour may, in its sole discretion, voluntarily register a discharge of the easement granted in Section 2.1 at any time prior to receiving such written request from Developer.

### **PART 3**

#### **EASEMENT AND LICENCES GRANTED BY THE NEIGHBOUR TO DEVELOPER**

##### **Grant of Easements by the Neighbour**

- 3.1 Subject to Sections 3.2 and 3.3, the Neighbour, as owner of the Neighbour Lands, does hereby grant, convey and confirm unto Developer, for the benefit of Developer and to be appurtenant to the Developer Lands and to bind all of the Neighbour Lands, for the use and enjoyment of Developer and its respective servants, agents, licensees, contractors and subcontractors, in common with the Neighbour and all other persons having a similar right, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time:
- (a) Crane: to pass and repass over the Neighbour Lands, with the boom or booms of a Crane to be located on the Developer Lands to facilitate the construction of the Developer Lands Project, with or without loads or materials, provided that no loads or materials shall be swung over any portion of the Neighbour Lands Building and in respect of each particular instance in which the Crane passes over the Neighbour Lands, such rights shall only be exercised on that part of the Neighbour Lands which is above the highest elevation of:
    - (i) fifty (50) feet above the ground level of the Neighbour Lands;
    - (ii) ten (10) feet above the highest elevation of the Neighbour Lands Building that the boom of such Crane located on the Developer Lands could swing;
    - (iii) twenty (20) feet above the highest elevation of that portion of the Crane erected on the Neighbour Lands, that the boom of any Crane to be located on the Developer Lands could swing; or
    - (iv) ten (10) feet above the highest elevation of any permanent structure to be constructed as part of the Neighbour Lands Project that the boom of such Crane located on the Developer Lands could swing; and
  - (b) Shoring: to pass and repass over the Neighbour Lands to install the Shoring Works, provided such rights shall only be exercised over such areas within the Neighbor Lands as are reasonably necessary to construct the Shoring Works and to leave the Shoring Works in place.

to have and to hold such easement as an easement appurtenant to the Developer Lands subject only to the provisos, terms and conditions herein contained. Notwithstanding the foregoing, in the event the Developer wishes to pass a load over the Neighbour Lands, the Developer shall only do so with the prior written consent of the Neighbour.

For the purpose of determining the highest elevation of any permanent structure to be constructed as part of the Neighbour Lands Project, Developer will, prior to erecting a Crane on the Developer Lands, give the Neighbour at least 45 days prior written notice to provide height specifications (acting reasonably), for any permanent structure to be constructed as part of the Neighbour Lands Project.

Notwithstanding Section 3.1(a)(iii), the Developer may erect a Crane and pass below the Crane located on the Neighbour Lands, but only to the extent permitted in a prior written agreement between the parties, acting reasonably, setting out reasonable restrictions on the use of each respective Crane that allows for the safe coordination and operation of both Cranes.

### **Restrictions on the Exercise of Licences**

- 3.2 When exercising those easements, licences and all other rights, liberties, privileges and permissions granted to it by the Neighbour in this Agreement, Developer will at all times act reasonably and with due consideration for the interests of the Neighbour, the Neighbour Lands, the Neighbour Lands Building, the Neighbour Lands Project and its tenants and occupants, and will cause as little disturbance to the Neighbour, Neighbour Lands, the Neighbour Lands Building, the Neighbour Lands Project and its tenants and occupants as is reasonably possible.

### **Term of Easement and Licenses**

- 3.3 The easement granted in Section 3.1 and all other rights, liberties, privileges and permissions granted by the Neighbour to Developer in this Agreement relating thereto will automatically terminate upon the earliest to occur of:
- (a) the date upon which a discharge of easement granted in Section 3.1 is fully registered at the applicable Land Title Office; and
  - (b) the applicable Termination Date.

Upon the termination of the easement granted in Section 3.1 in accordance with Section 3.3(b), Developer, within a reasonable period of time after written request for the same from the Neighbour, will provide the Neighbour with a discharge of such easement in registrable form. For greater certainty, Developer may, in its sole discretion, voluntarily register a discharge of the easement granted in Section 3.1 at any time prior to receiving such written request from the Neighbour.

**PART 4**  
**COVENANTS OF DEVELOPER AND THE NEIGHBOUR**

**Developer's Covenants**

- 4.1 Developer covenants and agrees with the Neighbour that Developer will not do or permit to be done any act or thing within its control, while exercising its rights under this Agreement, which will interfere with the exercise by the Neighbour of the Neighbour's rights hereunder or damage or interfere with any part of the Neighbour Lands, the Neighbour Lands Building, or the Neighbour Lands Project.

**The Neighbour's Covenants**

- 4.2 The Neighbour covenants and agrees with Developer that the Neighbour will not do or permit to be done any act or thing within its control, while exercising its rights under this Agreement, which will interfere with the exercise by Developer of Developer's rights hereunder or damage or interfere with any part of the Developer Lands, the Developer Lands Building, or the Developer Lands Project.

**Covenants Regarding the Crane**

- 4.3 Each of Developer and the Neighbour in its capacity as a grantee of easements under Sections 2.1 or 3.1, as applicable (each a "**Grantee**"), covenants and agrees with each of Developer and the Neighbour in its capacity as a grantor of easements under Sections 2.1 or 3.1, as applicable (each a "**Grantor**"), that:
- (a) the Grantee will ensure that at the end of each working day, the boom of the Crane is not left in the airspace above the Grantor's lands, it being acknowledged that the boom of the Crane will be left unsecured and may, due to winds, weather vane into the airspace of the Grantor's lands for as long as is necessary, provided that:
    - (i) the Crane is carrying no load;
    - (ii) on the next work day and if safe to do so, the Grantee will cause the boom of the Crane to be moved from the airspace of the Grantor's lands; and
    - (iii) in the event the Grantor also has a Crane constructed on its lands, the Grantor shall coordinate with the Grantee to ensure that the movement of their respective cranes will not impede the other;
  - (b) the Grantee will diligently proceed to make good any damage which it may cause to the Grantor's lands or the improvements located thereon in a timely fashion, by restoring same to a condition at least as good as it was prior to said damage and if the Grantee fails to diligently proceed to make good such damage within a commercially reasonable timeline of no less than ninety (90) days established by the Grantor by way of written notice to the Grantee, the Grantor will have the right to restore, acting reasonably, the Grantor's lands and improvements at the

expense of the Grantee, which shall reimburse the Grantor within thirty (30) days of receipt of any invoice for such work issued to the Grantor;

- (c) the Grantee shall comply in the construction and operation of the Crane with all permits issued by the City and any and all bylaws of the City relating to the operation and construction of the Crane and any and all applicable building codes; shall ensure that the Crane is kept at all times in good and workmanlike repair in accordance with all laws, directions, rules and regulations of every governmental authority having jurisdiction and are at all times operated in compliance with all applicable safety standards, including any applicable regulations issued by the Workers' Compensation Board, so as not to cause damage or unnecessary disturbance to or interference with the Developer Lands or the Neighbour Lands, as the case may be, or its tenants and occupants or to interrupt the supply of any utilities or other services to the Developer Lands or the Neighbour Lands, as the case may be;
- (d) the Grantee and its servants, agents and licensees will not, without the prior written consent of the Grantor, do anything which might damage, disturb, prejudice or adversely affect the foundations or any other part of the Developer Lands Project or the Neighbour Lands Project, as the case may be, or any other improvement presently or hereafter situated on the Grantor's land or which will interfere with or interrupt any utilities or similar services supplied to the Grantor's land;
- (e) the rights, licences, liberties, privileges, easements and permissions set forth in Section 2.1 or Section 3.1, as the case may be, will be exercisable only until the applicable Termination Date;
- (f) within a reasonable period of time following written request from the Grantor, the Grantee will provide the Grantor with copies of drawings indicating the location where the Grantee has or intends to install the base of its Crane;
- (g) the Grantee will not use the Grantor's land for any purposes other than those herein specifically set out; and
- (h) the Grantee will limit construction on the Developer Lands Project or the Neighbour Lands Project, as the case may be, to those times which are in accordance with the bylaws of the City.

#### **Covenants Regarding the Shoring Works**

4.4 Each of Developer and the Neighbour in its capacity as a grantee of easements under Sections 2.1 or 3.1, as applicable (each a "**Grantee**"), covenants and agrees with each of Developer and the Neighbour in its capacity as a grantor of easements under Sections 2.1 or 3.1, as applicable (each a "**Grantor**"):

- (a) that prior to the commencement of the construction of the Shoring Works, the Grantee shall provide the Grantor with such plans, specifications and other



technical information regarding the Shoring Works as the Grantor may reasonably request;

- (b) that the Grantee shall give the Grantor at least 5 days' written notice prior to the commencement of the excavation component of the Shoring Work on the Grantee's Lands;
- (c) that throughout the period of construction of the Shoring Works, the Grantee shall:
  - (i) ensure that all fencing and hoarding as is reasonably required to ensure safety, shall be in place along the property line between the Grantor's lands and the Grantee's lands;
  - (ii) provide the Grantor with copies of all engineering reports with respect to the Shoring Works that pertain to the Grantor's lands and the improvements thereon;
  - (iii) without limiting the generality of subsection (ii) above, the Grantee's project engineer shall inspect the Grantor's lands and improvements thereon and shall undertake such surveys, including lateral movement and settlement surveys, conducted at regular and reasonable intervals as determined by the Grantee's project engineer of the Grantor's lands and the improvements thereon shall be entitled to install such equipment as may be necessary in the opinion of the Grantee's project engineer, acting reasonably, in order to monitor any significant movement or settlement of the Grantor's lands and improvements thereon, and shall provide copies of such monitoring reports to the Grantor upon request;
  - (iv) at any time after construction commences on the Grantee's lands, the Grantee shall promptly upon receipt of written notice from the Grantor, repair all damage to the Grantor's lands and the improvements thereon caused by the Grantee or its servants, contractors, agents, licensees or invitees, provided that the repairs shall return the Grantor's lands and the improvements thereon to the condition found prior to the Grantee's construction, reasonable wear and tear and any presently existing damage excepted; and
  - (v) diligently pursue completion of the Shoring Works as promptly as reasonably possible;
- (d) to permit the anchor rods and other materials as contemplated under this Agreement used in the shoring and protection of the Grantee's lands and the development thereon to remain on the Grantor's lands, undisturbed until the earlier of (i) detensioning of such anchor rods as evidenced by a certificate of the Grantee's project engineer, and (ii) 90 days after the Grantor provides the Grantee with written notice of its bona fide intention to commence excavation on the Grantor's lands pertaining to the development to occur in the construction of the

Developer Lands Project or the Neighbour Lands Project (as the case may be), at which point such anchor rods and other materials shall become and be deemed to be the property of the Grantor and which the Grantor may then remove; and

- (e) to permit the Grantee, its servants, contractors, agents, invitees and licensees to enter upon the Grantor's lands with such materials and equipment as may be reasonably necessary for the purpose of the use and enjoyment of the easements granted in this Agreement by the Grantor, provided that, notwithstanding the foregoing, the servants, contractors, agents, invitees and licensees of the Grantee shall not be entitled to enter upon or into any of the structures, improvements or installations erected, constructed or installed on, above or below the Grantor's lands without the prior written consent of the Grantor, which consent shall not be arbitrarily withheld by the Grantor.

## **PART 5**

### **INSURANCE**

- 5.1 Each of Developer and the Neighbour in its capacity as a Grantee covenants and agrees with each of Developer and the Neighbour in its capacity as a Grantor that the Grantee will arrange at its sole expense to maintain such insurance policies as a prudent owner of lands similar to the Grantee's land would maintain with respect to the construction on such lands of a project similar to the Neighbour Lands Project or the Developer Lands Project, as the case may be (the "**Insurance Policy**"), and under the Insurance Policy, the Grantor will be named as additional insured, such insurance to be maintained during the erection, use and dismantling of the Crane, and until the Termination Date. The Grantee will provide the Grantor with evidence satisfactory to the Grantor of such insurance and confirmation from the insurer that in the event of the cancellation of these insurance policies, the insurer will endeavour to give thirty (30) days prior written notice to the Grantor. In the event that any of the insurance policies is cancelled or not renewed at any time during the period in which the Grantee is required to maintain such insurance hereunder and that the Grantee does not immediately replace such policy with an equivalent policy, the Grantee agrees that the Grantor will have the right to effect its own equivalent insurance coverage and the Grantee will bear the reasonable costs of effecting such insurance. Upon receipt of an invoice for such costs, the Grantee will forthwith reimburse the Grantor for all such costs.

## **PART 6**

### **INDEMNITY**

- 6.1 Each of Developer and the Neighbour in its capacity as a Grantee covenants and agrees with each of Developer and the Neighbour in its capacity as a Grantor that the Grantee will indemnify and save harmless the Grantor and its officers, employees, licensees, and agents from and against any and all costs, expenses and damages suffered or incurred by the Grantor or its officers, employees, licensees or agents as a result of the use of the Grantor's lands arising out of this Agreement prior to the applicable Termination Date by the Grantee, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Grantee, except to the extent such costs,

expenses and damages were caused by the gross negligence or wilful misconduct of the Grantor, or those for whom the Grantor is, at law, responsible. This indemnity will survive for a period of two years after the termination of this Agreement.

**PART 7**  
**SUBDIVISION/ENUREMENT**

**Conventional and Airspace Subdivisions**

- 7.1 If one or more air space subdivision plans or conventional subdivision plans are registered in the Land Title Office in respect of all or a portion of the Developer Lands or the Neighbour Lands, as applicable, then the benefit and burden of the easements granted in this Agreement will enure to the benefit of and be binding upon the separate parcels so created; provided, however, that if the easements granted to a party in this Agreement can be released from any separate parcels without materially affecting the ability of such party to construct its Project, such party will, forthwith upon request by and at the expense of the other, execute and deliver such partial release documents (in registrable form) as may be required to release the applicable charges contained in this Agreement from such separate parcels upon their creation.

**Subdivision by Deposit of Strata Plan**

- 7.2 Upon subdivision by a Subdividing Owner of the Developer Lands or the Neighbour Lands, or any portion thereof:
- (a) the benefit and burden of the easements herein granted and the other covenants and agreements herein will be accepted on behalf of the owners of the strata lots by the strata corporation and will be administered, enforced, modified, or released by the strata corporation only. For greater certainty, the strata corporation will, subject to the provisions of the *Strata Property Act*, S.B.C. 1998, c.43:
    - (i) perform and observe the Subdividing Owner's covenants herein, as applicable, at the expense of the strata lot owners;
    - (ii) enter into an assumption agreement with the party that is not the Subdividing Owner in a form satisfactory to the parties, each acting reasonably, assuming all of the then ongoing obligations of the Subdividing Owner hereunder;
    - (iii) endeavour to pass bylaws and include in the annual budgets of the strata corporation provisions reflecting the obligations of the Subdividing Owner hereunder with a view to collecting, in the form of monthly fees or special assessments, payment for all expenses of the Subdividing Owner hereunder for remittance to Developer or the Neighbour, as applicable;
    - (iv) the personal liability of each strata lot owner for the performance and observance of the Subdividing Owner's covenants and obligations herein

will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan; and

- (v) subject to the *Strata Property Act*, S.B.C. 1998, c.43, no strata lot owner will attempt to enforce or in any way interfere with the administration by the strata corporation of the easements and other provisions of this Agreement.

### **Other Transfers**

7.3 Subject to the remainder of this Section 7.3 and Section 7.2, Developer and the Neighbour acknowledge and agree as follows:

- (a) the Developer covenants and agrees that it will not transfer the fee simple interest in the Developer Lands, or any part thereof, other than in accordance with Section 7.2 hereof, without causing such transferee or acquiror to execute and deliver to the Neighbour an assumption agreement in form and content acceptable to and in favour of the Neighbour, acting reasonably, pursuant to which the transferee or acquiror agrees to observe, perform and be bound by the covenants and obligations of Developer under this Agreement; and
- (b) the Neighbour covenants and agrees that it will not transfer the fee simple interest in the Neighbour Lands, or any part thereof, other than in accordance with Section 7.2 hereof, without causing such transferee or acquiror to execute and deliver to Developer an assumption agreement in form and content acceptable to and in favour of Developer, acting reasonably, pursuant to which the transferee or acquiror agrees to observe, perform and be bound by the covenants and obligations of the Neighbour under this Agreement.

### **Release from Liability**

7.4 Notwithstanding anything to the contrary herein, Developer and the Neighbour acknowledge and agree as follows:

- (a) in the event of a transfer by Developer of the freehold interest in the Developer Lands, or any part thereof, and to the extent that such transferee or acquiror has assumed the covenants and obligations of Developer under this Agreement in accordance with Section 7.2(a)(ii) or 7.3(a), as applicable, Developer will, without further written agreement, be freed and relieved of any liability upon such covenants and obligations that arises after the effective date of such assumption; and
- (b) in the event of a transfer by the Neighbour of the freehold interest in the Neighbour Lands, or any part thereof, and to the extent that such transferee or acquiror has assumed the covenants and obligations of the Neighbour under this Agreement in accordance with Section 7.2(a)(ii) or 7.3(b), as applicable, the Neighbour will, without further written agreement, be freed and relieved of any

liability upon such covenants and obligations that arises after the effective date of such assumption.

## **PART 8** **MISCELLANEOUS**

### **Fee Simple**

- 8.1 No part of the fee simple of the soil of the Developer Lands shall pass to or be vested in the Neighbour under or by these presents.
- 8.2 No part of the fee simple of the soil of the Neighbour Lands shall pass to or be vested in Developer under or by these presents.

### **Right to Use Property**

- 8.3 Nothing herein shall prevent Developer from using the Developer Lands in a manner which does not interfere with the exercise by the Neighbour of its rights hereunder.
- 8.4 Nothing herein shall prevent the Neighbour from using the Neighbour Lands in a manner which does not interfere with the exercise by Developer of its rights hereunder.

### **Time of Essence**

- 8.5 Time is of the essence in the performance of each obligation under this Agreement.

### **Further Assurances**

- 8.6 Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement, including without limitation taking all such steps and obtaining and filing in the Land Title Office all such documents as may be required to ensure full registration of this Agreement in the Land Title Office (provided that Developer will bear the cost of any registration fees assessed by the Land Title Office in respect of the same).

### **Entire Agreement**

- 8.7 This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

### **Severability of Provisions**

- 8.8 If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision

or provisions shall be deleted herefrom and this Agreement shall thereafter be construed as though such provision or provisions were never herein contained.

### **Amendments, etc.**

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

### **Interpretation**

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

### **Headings**

8.11 The headings of the Parts or Sections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Part or Section hereof and have been inserted for convenience of reference only.

## **PART 9** **NOTICES**

### **Method and Address**

9.1 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail posted in Canada, the notice to the following address or number:

If to Developer:

Oviedo Developments Ltd.  
201 - 8322 130 Street  
Surrey, B.C. V3W 8J9

with a copy to:

McQuarrie Hunter LLP  
15th Floor, Central City Tower  
Suite 1500, 13450 102<sup>nd</sup> Avenue  
Surrey, B.C. V3T 5X3

Attention: Christopher J. Bettencourt

if to the Neighbour:

1124902 B.C. Ltd.  
c/o #203 – 5489 Byrne Road  
Burnaby, BC V5J 3J1

with a copy to:

Kaminsky & Company  
Associate Lawyers  
205, 15240-56 Avenue  
Surrey, B.C. V3S 5K7

Attention: Barry Joe

or to such address as any party may specify in writing and shall be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth Business Day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice shall only be effective if actually delivered.

**Reference to Agreement**

9.2 Any notice given pursuant hereto shall make specific reference to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

**CHARGE IN FAVOUR OF FIRST WEST CREDIT UNION  
REGISTERED UNDER CA6889060 AND CA6889061**

**CONSENT**

**FIRST WEST CREDIT UNION**, being the holder of the encumbrances or entitled to the liens or interests referred to in the memorandum above written, in consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration (the receipt of which is hereby acknowledged), **hereby grants** the registration of the within Agreement priority over our interest in the said lands and covenants and agrees that the same shall be binding upon its interest in or charge upon the said lands and shall be an encumbrance upon the said lands prior to the above noted charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

*Executions: See Part 1*

**END OF DOCUMENT**



**LAND TITLE ACT  
FORM DECLARATION**

**Related Document Number: CA7433577**

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Christopher  
Jose Bettencourt  
N3CAX9** Digitally signed by  
Christopher Jose  
Bettencourt N3CAX9  
Date: 2019.04.15  
16:46:49 -07'00'

Re: Notice Declining to Register CA7433577

I, Lisa Atamanchuk, Legal Assistant in the Province of British Columbia, do declare:

- 1. That due to inadvertance, the order of documents noted in Item 3 [Nature of Interest] were not correctly noted.
- 2. The order of the documents listed in Item 3 [Nature of Interest] CURRENTLY READS:

"Nature of Interest Easement	Charge No.	Additional Information: Section 2.1, Page 11 Dominant Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655 Servient Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367
Nature of Interest Priority Agreement	Charge No.	Additional Information: Page 24
Nature of Interest Easement	Charge No.	Additional Information: Section 2.1, Page 11 Dominant Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367 Servient Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655"

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**Fee Collected for Document: \$13.91**

**DECLARATION CONTINUED**

2. The order of documents listed in Item 3 [Nature of Interest] SHOULD READ:

"Nature of Interest Easement	Charge No.	Additional Information: Section 2.1, Page 11 Dominant Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655 Servient Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367
Nature of Interest Easement	Charge No.	Additional Information: Section 2.1, Page 11 Dominant Lands: PID: 030-401-861, Lot 1 Section 11 Township 1 New Westminster District Plan EPP80367 Servient Lands: PID: 005-767-121, 010-236-538, 010-236-554, 010-144-048, 010-236-589, 010-236-597; Lots 3, 4, 5, 6, 7 and 8, Sec 11 Tp 1 NWD Plan 16655
Nature of Interest Priority Agreement	Charge No.	Additional Information: Page 24"

We have the consent of the parties to make this corrective declaration.

AND I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION/REASONABLE BELIEF.

\_\_\_\_\_  
Lisa Atamanchuk

THE CORPORATION OF THE  
**CITY OF WHITE ROCK**



**TEMPORARY USE PERMIT NO. 18-001**

1. This Temporary Use Permit No. 18-025 is issued to Oviedo Properties Ltd. as the owner (hereinafter called the "Permittee") and shall apply only to ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of White Rock, in the Province of British Columbia, and more particularly known and described as:

Legal Description:

Lot 2, Section 11, Township 1, New Westminster District Plan 16655  
PID: 010-236-511  
(Civic: 1569 Maple Street)

Lot 1 Except: Parcel "M" (Bylaw Plan 30172), Section 11 Township 1 New Westminster District Plan 16655  
PID: 010-236-473  
(Civic: 1589 Maple Street)

Parcel "A" (Explanatory Plan 14134) North Half Block 34B Section 11, Township 1, New Westminster District Plan 1334  
PID: 011-761-148  
(Civic: 15630 North Bluff Road)

As indicated on Schedule A

(hereinafter referred to as "the Lands").

2. This Temporary Use Permit No. 18-001 is issued pursuant to the authority of Sections 492 and 493 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, the "White Rock Zoning Bylaw, 2012, No. 2000" as amended; and in conformity with the procedure prescribed by the "City of White Rock Planning Procedures Bylaw, 2017, No. 2234" as amended.
3. Except as otherwise authorized by this permit, the terms, conditions and guidelines as set out in the "White Rock Zoning Bylaw, 2012, No. 2000" as amended shall apply to the Lands covered by this Temporary Commercial Use Permit:
  - a) Permitted Temporary Uses
    - (i) A temporary sales centre to market real estate units, and associated off-street parking
    - (ii) Advertising structures associated with the marketing of real estate units; and
    - (iii) A temporary construction site office for the related real estate developments, and associated off-street parking, shall be permitted as a temporary uses.

b) Dimensions and Siting of Buildings

- (i) The building that houses the temporary sales centre must generally comply with the following plans:
- |            |                     |
|------------|---------------------|
| Schedule B | Site Plan           |
| Schedule C | Building Elevations |
- (ii) The temporary sales centre must be sited a minimum of 9.0 metres from North Bluff Road line and 5.0 metres from Maple Street.
- (iii) The construction site office must be a site a minimum of 2.0 metres from the south property boundary and 2.0 metres from the west property boundary.
- (iv) The temporary buildings and structures may encroach on lot lines internal to the Lands.
- (v) Advertising structures may be sited on any portion of the subject properties but shall not interfere with the safe use of the street by vehicles or pedestrians, impede traffic or interfere with the use or visibility of any traffic control device or other equipment installed by the City or by a utility company, to the satisfaction of the Director of Planning and Development Services.

4. Terms and Conditions:

- a) Except as otherwise specified in this permit, all siting, construction, and use shall be in accordance with the provisions of the “White Rock Zoning Bylaw, 2012, No. 2000” as amended;
- b) The permittee must obtain a building permit and comply with the requirements of the BC Building Code for the construction of the temporary sales centre and the construction site office;
- c) The permittee must obtain a Tree Management Permit with the City as required by the “White Rock Tree Management Bylaw, 2008, No. 1831” and amendments thereto;
- d) Tree removal or impacts to the critical root zone of Tree 3304 (“Quercus rubra”) located in the northeast corner of the Lands, to facilitate the construction/siting of the temporary sales centre or temporary construction site office is not permitted;
- e) The temporary sales centre and temporary construction site office must be constructed and sited in a manner that will minimize any potential impacts to protected trees;
- f) The driveway access and parking must be located to minimize any potential impacts to protected trees;
- g) No alteration to the natural drainage shall be undertaken which may cause or contribute to hazardous conditions on the Lands or adjacent properties;
- h) The permittee must provide fencing to prevent access to the construction site office from the temporary sales centre; and
- i) The permittee must provide a minimum of twelve on-site parking spaces for the temporary sales centre.

- j) The permittee must provide a minimum of 8 on-site parking spaces for the temporary construction site office.
  - k) Nothing in this temporary use permit shall be construed as authorization for the carrying out of any activity which is a nuisance due to noise, light, odour, emission, vibration or other cause.
5. All definitions of words and phrases contained in Sections 921 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, and the "White Rock Zoning Bylaw, 2012, No. 2000" as amended, shall apply to this Temporary Use Permit and the attachments herein.
  6. The permittee must provide an undertaking, prior to the issuance of a building permit, to remove the temporary sales centre and temporary construction site office and restore the Lands to the satisfaction of the City on or prior to the expiration of this permit.
  7. The permittee must also submit an estimate for the cost of the removal of the temporary sales centre and restoration of the Lands, along with securities in the amount of \$30,440, (125% of the cost of removal and restoration) to the City prior to the issuance of a building permit.
  8. The permittee must remove or demolish the temporary sales centre, advertising structures, construction site office and restore the Lands to the acceptance of the City prior to the expiration of this permit, at which time the securities mentioned above will be returned. If the Lands have an approved Building Permit for the construction of a multi-unit residential building, the securities will be returned to the permittee.
  9. This Permit is valid for a period of three years less a day from the date the building permit for the temporary sales centre receives occupancy/final approval, unless otherwise approved for further time extension by Council in accordance with the provisions of Section 497 of the *Local Government Act*.
  10. Where the holder of this Permit does not obtain required building permits and commence construction of the development as outlined in this Temporary Use Permit within two years after the date this Permit was authorized by Council, the Permit shall lapse, unless the Council, prior to the date the Permit is scheduled to lapse, has authorized further time extension of the Permit.
  11. This permit does not constitute a subdivision approval, a Tree Management Permit, a Demolition Permit, or a Building Permit.

Authorizing Resolution passed by the Council for the City of White Rock on the 5<sup>th</sup> day of March, 2018.

This Temporary Use Permit has been executed at White Rock, British Columbia on the 7<sup>th</sup> day of March 2018.

The Corporate Seal of THE CORPORATION  
OF THE CITY OF WHITE ROCK was hereunto  
affixed in the presence of:

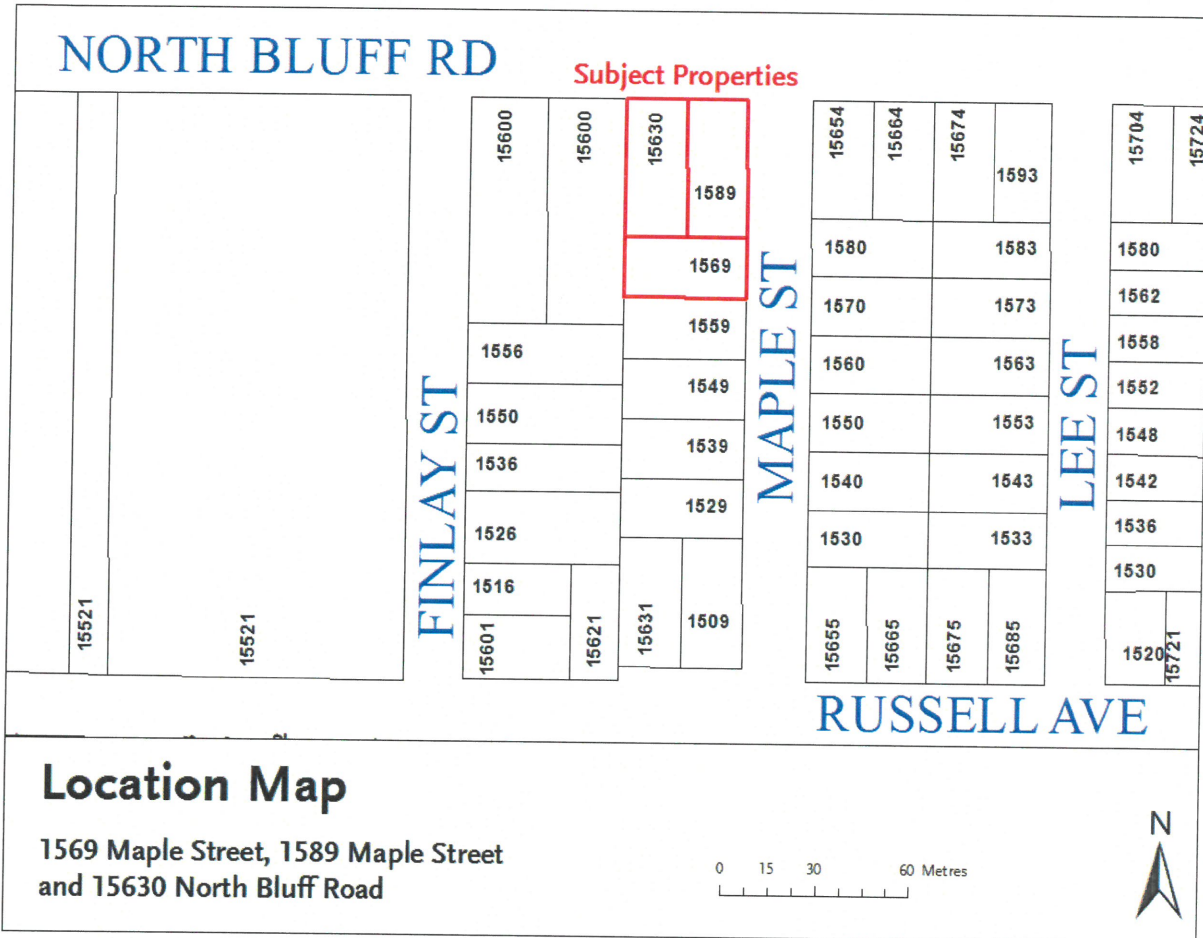


\_\_\_\_\_  
Mayor - Authorized Signatory



\_\_\_\_\_  
Director of Corporate Administration - Authorized Signatory

Schedule A – Location Map

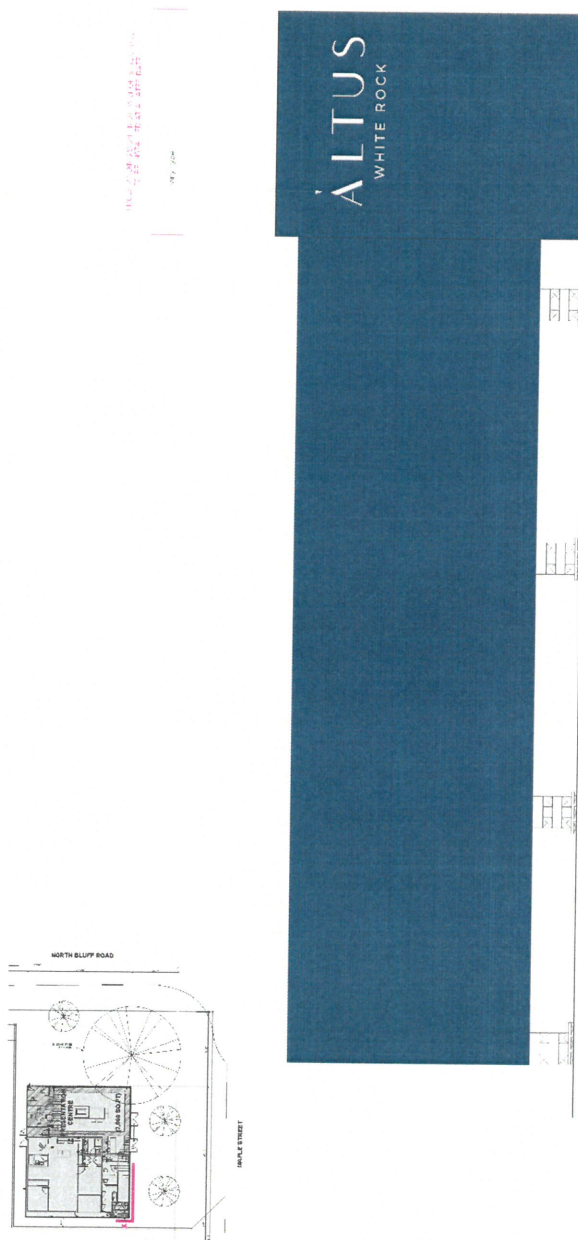






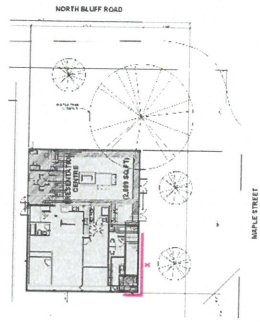


# Schedule C – Building Elevations



ALTUS PRESENTATION CENTRE EXTERIOR  
© 2023 ALTUS PRESENTATION CENTRE INC.

BAM



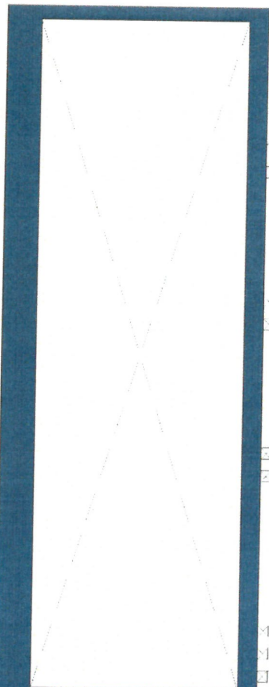
PROPOSED SIGNAGE AND LIGHTING

EXISTING SIGNAGE

NEW SIGNAGE

**ALTUS**  
PRESENTATION  
CENTRE

AltusWhiteBox.ca 000.000.0000



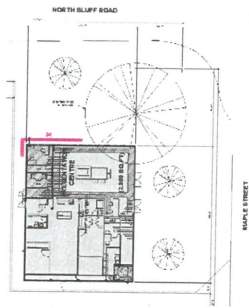
NO.	DESCRIPTION	DATE
1	PRELIMINARY CONCEPTS	2018.08.15
2	REVISIONS	2018.09.15
3	FINAL DESIGN	2018.10.15

**SOUTH ELEVATION**  
PRELIMINARY CONCEPTS - SUBJECT TO CHANGE

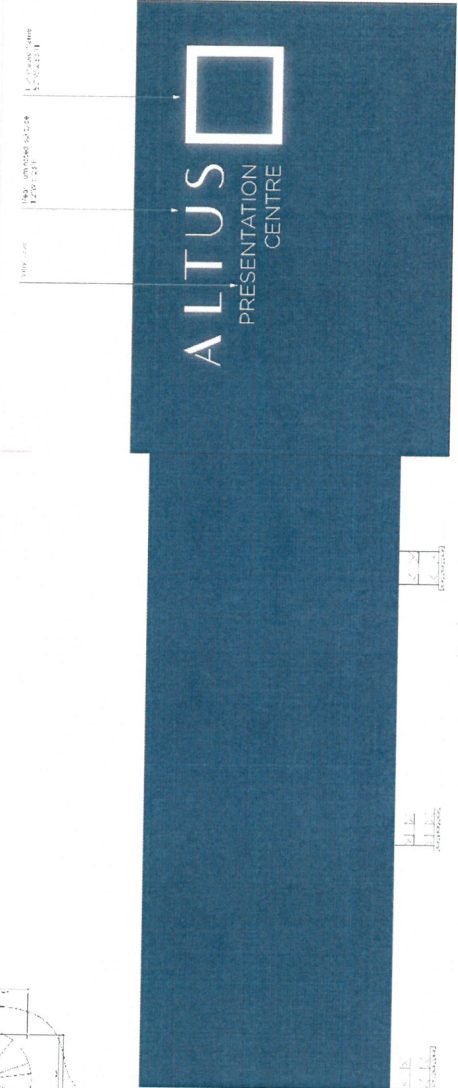
**ALTUS PRESENTATION CENTRE EXTERIOR**

18-001 - 1569/89 MAPLE STREET, 15630 NORTH BLUFF ROAD

BAM



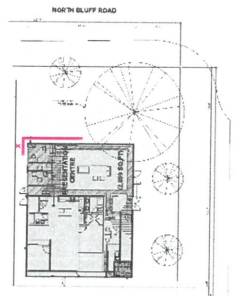
15630 NORTH BLUFF ROAD, SUITE 100  
 15630 NORTH BLUFF ROAD, SUITE 100



**EAST ELEVATION**  
 PRELIMINARY CONCEPTS - SUBJECT TO CHANGE

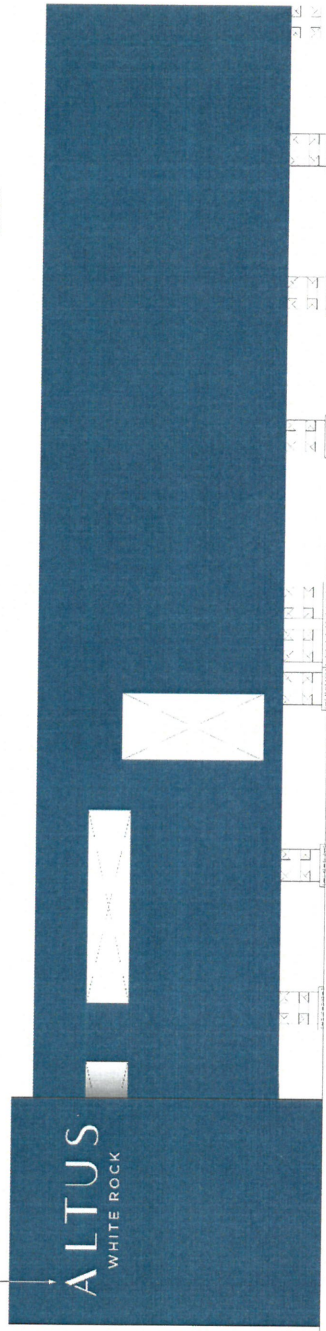
**ALTUS PRESENTATION CENTRE EXTERIOR**  
 15630 NORTH BLUFF ROAD, SUITE 100, EAST WILSON, MISSISSAUGA, ONTARIO L4X 1L3

EAAM



PROPOSED SIGNAGE FOR THE PRESENTATION CENTRE

Proposed



NORTH ELEVATION  
PRELIMINARY CONCEPTS - SUBJECT TO CHANGE

ALTUS PRESENTATION CENTRE EXTERIOR  
DESIGN AND CONSTRUCTION SERVICES

**THE CORPORATION OF THE**  
**CITY OF WHITE ROCK**



**TEMPORARY USE PERMIT NO. 21-019**

1. This Temporary Use Permit No. 21-019 is issued to Oviedo Properties Ltd. as the owner (hereinafter called the "Permittee") and shall apply only to ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of White Rock, in the Province of British Columbia, and more particularly known and described as:

**Legal Description:**

Lot 1, Except: Parcel "M" (Bylaw Plan 30172), Section 11 Township 1 New Westminster District  
Plan 16655  
PID: 010-236-473  
(Civic: 1589 Maple Street)

As indicated on Schedule A

(hereinafter referred to as "the Lands").

2. This Temporary Use Permit No. 21-019 is issued pursuant to the authority of Sections 492 and 493 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, the "White Rock Zoning Bylaw, 2012, No. 2000" as amended; and in conformity with the procedure prescribed by the "City of White Rock Planning Procedures Bylaw, 2017, No. 2234" as amended.
3. Except as otherwise authorized by this permit, the terms, conditions and guidelines as set out in the "White Rock Zoning Bylaw, 2012, No. 2000" as amended shall apply to the Lands covered by this Temporary Use Permit:

a) Permitted Temporary Uses

- (i) A temporary sales centre to market real estate units, and associated off-street parking;
- (ii) Advertising structures associated with the marketing of real estate units; and
- (iii) A temporary construction site office for the related real estate developments, and associated off-street parking, shall be permitted as a temporary use.

b) Dimensions and Siting of Buildings

- (i) The building that houses the temporary sales centre must generally comply with the plans as outlined in the previous TUP 18-001.
- (ii) The construction site office must be a site a minimum of 2.0 metres from the south property boundary and 2.0 metres from the west property boundary, as outlined in the previous TUP 18-001.



- (iii) The temporary buildings and structures may encroach on lot lines internal to the Lands.
- (iv) Advertising structures may be sited on any portion of the subject properties but shall not interfere with the safe use of the street by vehicles or pedestrians, impede traffic or interfere with the use or visibility of any traffic control device or other equipment installed by the City or by a utility company, to the satisfaction of the Director of Planning and Development Services.

4. Terms and Conditions:

- a) Except as otherwise specified in this permit, all siting, construction, and use shall be in accordance with the provisions of the "White Rock Zoning Bylaw, 2012, No. 2000" as amended;
  - b) The driveway access and parking must be located to minimize any potential impacts to protected trees.
  - c) No alteration to the natural drainage shall be undertaken which may cause or contribute to hazardous conditions on the Lands or adjacent properties;
  - d) The permittee must provide fencing to prevent access to the construction site office from the temporary sales centre.
  - e) The permittee must provide a minimum of twelve on-site parking spaces for the temporary sales centre.
  - f) The permittee must provide a minimum of eight on-site parking spaces for the temporary construction site office.
  - g) Nothing in this temporary use permit shall be construed as authorization for the carrying out of any activity which is a nuisance due to noise, light, odour, emission, vibration or other cause.
5. All definitions of words and phrases contained in Sections 921 of the *Local Government Act, R.S.B.C. 2015, Chapter 1* as amended, and the "White Rock Zoning Bylaw, 2012, No. 2000" as amended, shall apply to this Temporary Use Permit and the attachments herein.
6. The permittee must provide an updated undertaking to remove the temporary sales centre and temporary construction site office and restore the Lands to the satisfaction of the City on or prior to the expiration of this permit.
7. The permittee must remove or demolish the temporary sales centre, advertising structures, construction site office and restore the Lands to the acceptance of the City prior to the expiration of this permit, at which time the securities in the amount of \$30,400 (125% of the cost of removal and restoration) taken as part of the initial Temporary Use Permit (TUP 18-001) will be returned. If the Lands have an approved Building Permit for the construction of a multi-unit residential building, the securities will be returned to the permittee.
8. This Permit is valid for a period of one (1) year from the date of execution, being a period limited in accordance with the provisions of Section 497 of the *Local Government Act*.

9. This permit does not constitute a subdivision approval, a Tree Management Permit, a Demolition Permit, or a Building Permit.

Authorizing Resolution passed by the Council for the City of White Rock on the 25<sup>th</sup> day of October, 2021.

This Temporary Use Permit has been executed at White Rock, British Columbia on the 26<sup>th</sup> day of October 2021.

The Corporate Seal of THE CORPORATION  
OF THE CITY OF WHITE ROCK was hereunto  
affixed in the presence of:

  
Mayor - Authorized Signatory

**Darryl Walker**  
**Mayor**

  
Director of Corporate Administration - Authorized Signatory

**Tracey Arthur, Director**  
**Corporate Administration**

# Schedule A – Location Map

