

Exhibit "O.1"

Filed Drainage Easement

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1

May-29-2018 15:49:15.003

CA6826948

PAGE 1 OF 10 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.

Owen Ronald
de Vries
I2HLPY

Digitally signed by Owen
Ronald de Vries I2HLPY
Date: 2018.05.29
14:58:13 -07'00'

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

Sager Legal Advisors LLP, Attention: Owen de Vries
1495 Marine Drive

File No. 164999-2
Ph: 604-922-8881
Fax: 604-922-8808

West Vancouver

BC V7T 1B8

Document Fees: \$71.58

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

Easement

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):

TIYATA DEVELOPMENTS INC. (INCORPORATION NO. BC1064845)

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

THE OWNERS, STRATA PLAN EPS4543

1495 MARINE DRIVE

WEST VANCOUVER

V7T 1B8

BRITISH COLUMBIA

CANADA

Incorporation No

N/A

7. ADDITIONAL OR MODIFIED TERMS:

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)

Owen de Vries

Barrister & Solicitor

Sager Legal Advisors LLP

1495 Marine Drive

West Vancouver, BC V7T 1B8

Execution Date

Y	M	D
18	05	22

Transferor(s) Signature(s)

TIYATA DEVELOPMENTS INC.

By its authorized signatory:

Bruce Van Mook

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)

Owen de Vries

Barrister & Solicitor

Sager Legal Advisors LLP

1495 Marine Drive

West Vancouver, BC V7T 1B8

Y

M

D

18

05

22

THE OWNERS, STRATA PLAN
EPS4543

By its authorized signatory(ies):

Bruce Van Mook

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 E****SCHEDULE****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]
030-433-819	STRATA LOT 13 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-827	STRATA LOT 14 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-835	STRATA LOT 15 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-843	STRATA LOT 16 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-851	STRATA LOT 17 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-860	STRATA LOT 18 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543
030-433-878	STRATA LOT 19 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

TERMS OF INSTRUMENT - PART 2

DRAINAGE EASEMENT

THIS AGREEMENT dated the 22nd day of May, 2018

BETWEEN:

TIYATA DEVELOPMENTS INC. (Inc. No. BC1064845)
1495 Marine Drive
West Vancouver, BC V7T 1B8

(the "Grantor")

AND:

THE OWNERS, STRATA PLAN EPS4543
c/o Sager Legal Advisors LLP
1495 Marine Drive
West Vancouver, BC V7T 1B8

(the "Grantee")

WHEREAS

- A. The Grantor is the registered owner in fee-simple of those lands and premises, situate, lying and being within the Village of Pemberton, Province of British Columbia, and more particularly known and described as:

PID: 030-433-819

STRATA LOT 13 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-827

STRATA LOT 14 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-835

STRATA LOT 15 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-843

STRATA LOT 16 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-851

STRATA LOT 17 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-860

STRATA LOT 18 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID: 030-433-878

STRATA LOT 19 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

(the "Servient Tenement Lots", and each individually a "Servient Tenement Lot")

- B. The Grantee has authority to manage and maintain, on behalf of all strata lot owners, those lands and premises, situate, lying and being within the Village of Pemberton, Province of British Columbia, and more particularly known and described as:

No PID

COMMON PROPERTY STRATA PLAN EPS4543

(the "Dominant Tenement Lands")

- C. A ditch and surface swale drainage system (the "Works") has been constructed and installed on that part of the Servient Tenement Lots shown outlined in heavy black line on Plan EPP70394 (the "Drainage Works Area"), a reduced copy of which plan is attached as Schedule "A" to this Agreement.
- D. The establishment of an effective drainage system that directs the flow of surface water off of the Dominant Tenement Lands into and through the drainage Works on the Servient Tenement Lots will confer a benefit upon the Dominant Tenement Lands.
- E. The Grantor has agreed to grant to the Grantee an easement in accordance with the terms and conditions of this Agreement over each of the Servient Tenement Lots for the purpose of, among other things, maintaining and inspecting the ditch and surface swale drainage system.

NOW THEREFORE in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor, as owner of the Servient Tenement Lots, hereby grants and conveys, in perpetuity and at all times, to the Grantee, as owner of the Dominant Tenement Lands, the full, free and uninterrupted right, license, liberty, privilege and easement for the Grantee, its employees, agents, contractors, invitees and licensees to:
 - (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across those portions of the Servient Tenement Lots as may be reasonably required for access and egress to and from the Drainage Works Area;
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the Drainage Works Area and establish grades and levels within the Drainage Works Area (and only within the Drainage Works Area);

- (c) lay down, construct, install, and use surface or subsurface drainage works within the Drainage Works Area (and only within the Drainage Works Area) including but not limited to ditches, surface swale, pipes, culverts, conduits, retaining walls and similar equipment;
 - (d) operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works within the Drainage Works Area (and only within the Drainage Works Area), and for such purposes to make such excavations and do such work and construction within the Drainage Works Area (and only within the Drainage Works Area) as may be necessary or, in the reasonable opinion of the Grantee, desirable;
 - (e) bring onto the Drainage Works Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (f) clear the Drainage Works Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the reasonable opinion of the Grantee, may interfere with the function or operation of the Works or with any of the rights granted to the Grantee in this Agreement;
 - (g) do all things necessary or incidental to the business and undertaking of the Grantee in connection with the Works and use of the Drainage Works Area.
2. The Grantor must not and must not permit any person, firm, entity or corporation to:
- (a) plant, install, or maintain any trees in any portion of the Drainage Works Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind nature or remove any soil from within the Drainage Works Area;
 - (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the Drainage Works Area;
 - (d) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Grantee, its employees, agents, contractors, invitees or licensees;
 - (e) otherwise interfere with the exercise of any rights granted to the Grantee under this Agreement,

without first obtaining the written consent of the Grantee.

3. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the Drainage Works Area in a manner that does not adversely interfere with the security or efficient functioning of or unobstructed access by the Grantee to the Works and the Drainage Works Area.
4. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Grantee under the common law or by operation of any statute, bylaw or other enactment including the *Strata Property Act*, SBC 1998, c. 43;
 - (b) affect or limit the common law or any statute, bylaw or other enactment, including the *Strata Property Act*, applying to the Servient Tenement Lots;
 - (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment including the *Strata Property Act*.
5. Nothing in this Agreement obligates the Grantee to undertake any work under this Agreement.
6. If the Grantee does undertake any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner, in a manner which minimizes, as much as reasonably possible, any interference with the Grantor's use and enjoyment of the Servient Tenement Lots, and upon completion the Grantee will remove all debris and rubbish from the Servient Tenement Lots.
7. If, in the exercise of its rights hereunder the Grantee damages, destroys, removes, or otherwise alters the Grantor's improvements, then the Grantee shall restore such Grantor's improvements to, as nearly as practicable, the same condition as such Grantor's improvements were in prior to such damages, destruction, removal or alteration.
8. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Grantee over, on, in or under the Drainage Works Area are and will remain owned by the Grantee, notwithstanding any rule of law or equity to the contrary.
9. This Agreement burdens and runs with, and binds the successors in title to, the Servient Tenement Lots and each and every part into which the Servient Tenement Lots may be subdivided or consolidated by any means.
10. Notwithstanding anything to the contrary contained herein, the Grantor and the Grantee shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of any act or omission occurring after the Grantor or the Grantee, respectively, ceases to have any further interest in the Servient Tenement Lots or the Dominant Tenement Lands, respectively.
11. If the same Grantor does not hereafter own all of the Servient Tenement Lots, an owner of a given Servient Tenement Lot shall only be liable hereunder for defaults of the owner from time to time of such Servient Tenement Lot and the Grantee shall only enforce the terms of this instrument against that Servient Tenement Lot and the

owner from time to time of that Servient Tenement Lot that is in default.

12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
13. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
14. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
15. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
16. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

Schedule "A"

KAMLOOPS LAND TITLE OFFICE

Jul-10-2018 07:04:25.011

DECLARATION(S) ATTACHED
CA6919228

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 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.

Owen Ronald
de Vries
I2HLPY

Digitally signed by Owen
Ronald de Vries I2HLPY
Date: 2018.07.10
06:25:48 -07'00'

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

Sager Legal Advisors LLP, Attention: Owen de Vries
1495 Marine Drive

File No. 164999-2
Ph: 604-922-8881
Fax: 604-922-8808

West Vancouver BC V7T 1B8
Document Fees: \$71.58

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

Easement

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):
TIYATA DEVELOPMENTS INC. (INCORPORATION NO. BC1064845)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
THE OWNERS, STRATA PLAN EPS4543
1495 MARINE DRIVE WEST VANCOUVER V7T 1B8 CANADA
Incorporation No N/A

7. ADDITIONAL OR MODIFIED TERMS:

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)

Owen de Vries
Barrister & Solicitor
Sager Legal Advisors LLP
1495 Marine Drive
West Vancouver, BC V7T 1B8

Execution Date		
Y	M	D
18	06	18

Transferor(s) Signature(s)
TIYATA DEVELOPMENTS INC.
By its authorized signatory:

Bruce Van Mook

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

PAGE 2 of 10 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Owen de Vries
Barrister & Solicitor
Sager Legal Advisors LLP
1495 Marine Drive
West Vancouver, BC V7T 1B8

Y	M	D
18	06	18

THE OWNERS, STRATA PLAN
EPS4543
By its authorized signatory(ies):

Bruce Van Mook

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 3 OF 10 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: EPS4543

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR STRATA LOT 27 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

NO PID NMBR STRATA LOT 28 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

NO PID NMBR STRATA LOT 29 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

NO PID NMBR STRATA LOT 30 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

NO PID NMBR STRATA LOT 31 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

NO PID NMBR STRATA LOT 32 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN EPS4543

TERMS OF INSTRUMENT - PART 2

DRAINAGE EASEMENT

THIS AGREEMENT dated the ____ day of June, 2018

BETWEEN:

TIYATA DEVELOPMENTS INC. (Inc. No. BC1064845)
1495 Marine Drive
West Vancouver, BC V7T 1B8

(the "Grantor")

AND:

THE OWNERS, STRATA PLAN EPS4543
c/o Sager Legal Advisors LLP
1495 Marine Drive
West Vancouver, BC V7T 1B8

(the "Grantee")

WHEREAS

- A. The Grantor is the registered owner in fee-simple of those lands and premises, situate, lying and being within the Village of Pemberton, Province of British Columbia, and more particularly known and described as:

PID:
STRATA LOT 27 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID:
STRATA LOT 28 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID:
STRATA LOT 29 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID:
STRATA LOT 30 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID:
STRATA LOT 31 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

PID:
STRATA LOT 32 DISTRICT LOT 203 LILLOOET DISTRICT STRATA PLAN
EPS4543

(the "Servient Tenement Lots", and each individually a "Servient Tenement Lot")

- B. The Grantee has authority to manage and maintain, on behalf of all strata lot owners, those lands and premises, situate, lying and being within the Village of Pemberton, Province of British Columbia, and more particularly known and described as:

No PID

COMMON PROPERTY STRATA PLAN EPS4543

(the "Dominant Tenement Lands")

- C. A ditch and surface swale drainage system (the "Works") has been constructed and installed on that part of the Servient Tenement Lots shown outlined in heavy black line on Plan EPP70396 (the "Drainage Works Area"), a reduced copy of which plan is attached as Schedule "A" to this Agreement.
- D. The establishment of an effective drainage system that directs the flow of surface water off of the Dominant Tenement Lands into and through the drainage Works on the Servient Tenement Lots will confer a benefit upon the Dominant Tenement Lands.
- E. The Grantor has agreed to grant to the Grantee an easement in accordance with the terms and conditions of this Agreement over each of the Servient Tenement Lots for the purpose of, among other things, maintaining and inspecting the ditch and surface swale drainage system.

NOW THEREFORE in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor, as owner of the Servient Tenement Lots, hereby grants and conveys, in perpetuity and at all times, to the Grantee, as owner of the Dominant Tenement Lands, the full, free and uninterrupted right, license, liberty, privilege and easement for the Grantee, its employees, agents, contractors, invitees and licensees to:
- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across those portions of the Servient Tenement Lots as may be reasonably required for access and egress to and from the Drainage Works Area;
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the Drainage Works Area and establish grades and levels within the Drainage Works Area (and only within the Drainage Works Area);
 - (c) lay down, construct, install, and use surface or subsurface drainage works within the Drainage Works Area (and only within the Drainage Works Area) including but not limited to ditches, surface swale, pipes, culverts, conduits, retaining walls and similar equipment;

- (d) operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works within the Drainage Works Area (and only within the Drainage Works Area), and for such purposes to make such excavations and do such work and construction within the Drainage Works Area (and only within the Drainage Works Area) as may be necessary or, in the reasonable opinion of the Grantee, desirable;
 - (e) bring onto the Drainage Works Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (f) clear the Drainage Works Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the reasonable opinion of the Grantee, may interfere with the function or operation of the Works or with any of the rights granted to the Grantee in this Agreement;
 - (g) do all things necessary or incidental to the business and undertaking of the Grantee in connection with the Works and use of the Drainage Works Area.
2. The Grantor must not and must not permit any person, firm, entity or corporation to:
- (a) plant, install, or maintain any trees in any portion of the Drainage Works Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind nature or remove any soil from within the Drainage Works Area;
 - (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the Drainage Works Area;
 - (d) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Grantee, its employees, agents, contractors, invitees or licensees;
 - (e) otherwise interfere with the exercise of any rights granted to the Grantee under this Agreement,
- without first obtaining the written consent of the Grantee.
3. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the Drainage Works Area in a manner that does not adversely interfere with the security or efficient functioning of or unobstructed access by the Grantee to the Works and the Drainage Works Area.

4. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Grantee under the common law or by operation of any statute, bylaw or other enactment including the *Strata Property Act*, SBC 1998, c. 43;
 - (b) affect or limit the common law or any statute, bylaw or other enactment, including the *Strata Property Act*, applying to the Servient Tenement Lots;
 - (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment including the *Strata Property Act*.
5. Nothing in this Agreement obligates the Grantee to undertake any work under this Agreement.
6. If the Grantee does undertake any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner, in a manner which minimizes, as much as reasonably possible, any interference with the Grantor's use and enjoyment of the Servient Tenement Lots, and upon completion the Grantee will remove all debris and rubbish from the Servient Tenement Lots.
7. If, in the exercise of its rights hereunder the Grantee damages, destroys, removes, or otherwise alters the Grantor's improvements, then the Grantee shall restore such Grantor's improvements to, as nearly as practicable, the same condition as such Grantor's improvements were in prior to such damages, destruction, removal or alteration.
8. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Grantee over, on, in or under the Drainage Works Area are and will remain owned by the Grantee, notwithstanding any rule of law or equity to the contrary.
9. This Agreement burdens and runs with, and binds the successors in title to, the Servient Tenement Lots and each and every part into which the Servient Tenement Lots may be subdivided or consolidated by any means.
10. Notwithstanding anything to the contrary contained herein, the Grantor and the Grantee shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of any act or omission occurring after the Grantor or the Grantee, respectively, ceases to have any further interest in the Servient Tenement Lots or the Dominant Tenement Lands, respectively.
11. If the same Grantor does not hereafter own all of the Servient Tenement Lots, an owner of a given Servient Tenement Lot shall only be liable hereunder for defaults of the owner from time to time of such Servient Tenement Lot and the Grantee shall only enforce the terms of this instrument against that Servient Tenement Lot and the owner from time to time of that Servient Tenement Lot that is in default.
12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of

such party wherever the context so requires or allows.

13. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
14. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
15. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
16. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

Schedule "A"

PLAN EPP70396

EXPLANATORY PLAN OF EASEMENT OVER PART OF STRATA LOTS 27 TO 32 INCLUSIVE DISTRICT LOT 203 LILLOOET DISTRICT BARE LAND STRATA PLAN EPS4543
 PURSUANT TO SECTION 84(1)(a) OF THE LAND TITLE ACT.
 FOR DRAINAGE PURPOSES

BOOK 924308



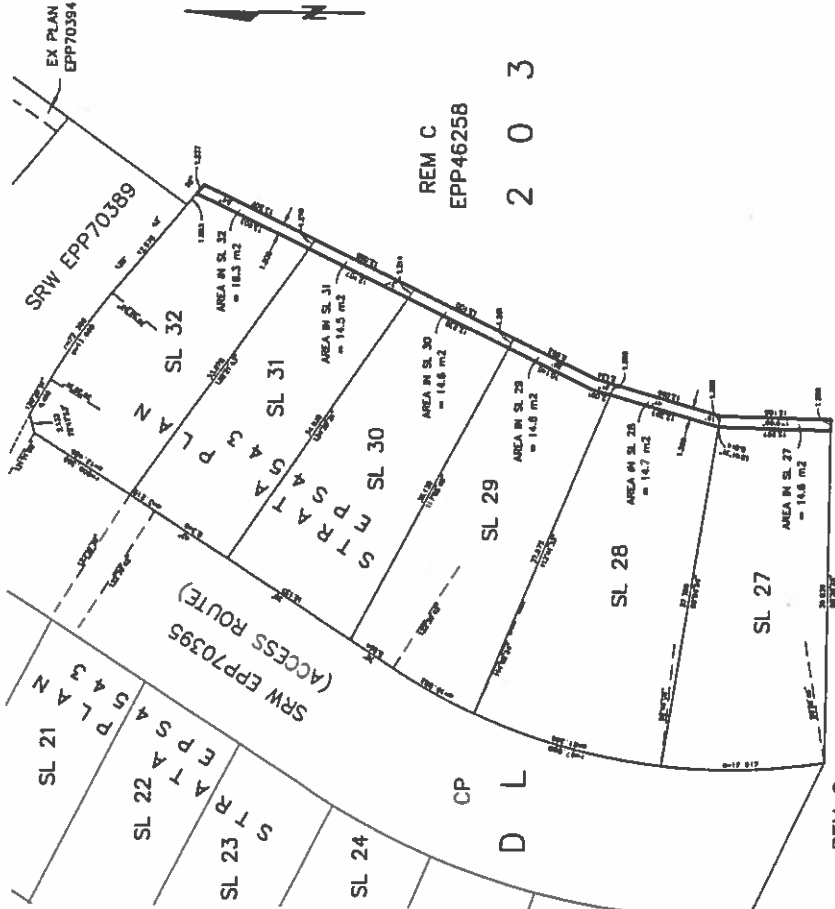
ALL DIMENSIONS ARE IN METERS AND DECIMALS THEREOF.
 THE AREA OF THIS PLAN IS 0.14 HECTARES.
 A SCALE OF 1:2000 IS USED FOR THIS PLAN.

STRAITS, LOTS AND BLOCKS HAVE BEEN SHOWN IN THIS PLAN FOR REFERENCE ONLY. THIS PLAN DOES NOT AFFECT THE RIGHTS OR INTERESTS OF ANY PERSONS WHOSE RIGHTS ARE NOT SHOWN HEREON.

LEGEND:

- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY
- EASEMENT BOUNDARY

BOOK	OF	REFERENCE	AREA REMOVED
STRATA LOT 27	IN	STRATA PLAN EPS4543	14.7 m ²
STRATA LOT 28	IN	STRATA PLAN EPS4543	14.7 m ²
STRATA LOT 29	IN	STRATA PLAN EPS4543	14.7 m ²
STRATA LOT 30	IN	STRATA PLAN EPS4543	14.7 m ²
STRATA LOT 31	IN	STRATA PLAN EPS4543	14.7 m ²
STRATA LOT 32	IN	STRATA PLAN EPS4543	14.7 m ²



THIS PLAN IS A PLAN OF THE LILLOOET DISTRICT BARE LAND STRATA PLAN EPS4543.
 THIS PLAN IS A PLAN OF THE LILLOOET DISTRICT BARE LAND STRATA PLAN EPS4543.
 THIS PLAN IS A PLAN OF THE LILLOOET DISTRICT BARE LAND STRATA PLAN EPS4543.
 THIS PLAN IS A PLAN OF THE LILLOOET DISTRICT BARE LAND STRATA PLAN EPS4543.

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6919228

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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.

Owen
Ronald de
Vries I2HLPY
Digitally signed by
Owen Ronald de
Vries I2HLPY
Date: 2018.08.09
09:38:50 -07'00'

I, Owen Ronald de Vries, declare that:

1. Item 3 ("Nature of Interest") of the Form C Charge filed under number CA6919228 should have included the legal descriptions and parcel identifier numbers for the dominant tenement lands.
2. The Form E Schedule attached to this Declaration includes the legal descriptions and parcel identifier numbers for the dominant tenement lands.
3. All signatories to the Form C Charge have consented to amending the Form C Charge by amending Item 3 ("Nature of Interest") to read "SEE SCHEDULE" and by attaching the Form E Schedule attached to this Declaration to the end of the Form C Charge.

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

Owen Ronald de Vries

NOTE:

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

Fee Collected for Document: \$0.00

FORM E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Dominant Lands: NO PID Common Property Strata Plan EPS4543 030-433-690 Strata Lot 1 Strata Plan EPS4543 030-433-703 Strata Lot 2 Strata Plan EPS4543 030-433-711 Strata Lot 3 Strata Plan EPS4543 030-433-720 Strata Lot 4 Strata Plan EPS4543 030-433-738 Strata Lot 5 Strata Plan EPS4543 030-433-746 Strata Lot 6 Strata Plan EPS4543
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION Dominant Lands (continued): 030-433-754 Strata Lot 7 Strata Plan EPS4543 030-433-762 Strata Lot 8 Strata Plan EPS4543 030-433-771 Strata Lot 9 Strata Plan EPS4543 030-433-789 Strata Lot 10 Strata Plan EPS4543 030-433-797 Strata Lot 11 Strata Plan EPS4543 030-433-801 Strata Lot 12 Strata Plan EPS4543 030-433-819 Strata Lot 13 Strata Plan EPS4543
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION Dominant Lands (continued): 030-433-827 Strata Lot 14 Strata Plan EPS4543 030-433-835 Strata Lot 15 Strata Plan EPS4543 030-433-843 Strata Lot 16 Strata Plan EPS4543 030-433-851 Strata Lot 17 Strata Plan EPS4543 030-433-860 Strata Lot 18 Strata Plan EPS4543 030-433-878 Strata Lot 19 Strata Plan EPS4543 NO PID Strata Lot 20 Strata Plan EPS4543
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION Dominant Lands (continued): NO PID Strata Lot 21 Strata Plan EPS4543 NO PID Strata Lot 22 Strata Plan EPS4543 NO PID Strata Lot 23 Strata Plan EPS4543 NO PID Strata Lot 24 Strata Plan EPS4543 NO PID Strata Lot 25 Strata Plan EPS4543 NO PID Strata Lot 26 Strata Plan EPS4543 NO PID Strata Lot 27 Strata Plan EPS4543
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION Dominant Lands (continued): NO PID Strata Lot 28 Strata Plan EPS4543 NO PID Strata Lot 29 Strata Plan EPS4543 NO PID Strata Lot 30 Strata Plan EPS4543 NO PID Strata Lot 31 Strata Plan EPS4543 NO PID Strata Lot 32 Strata Plan EPS4543
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION