

STATUTORY RIGHT OF WAY

WHEREAS:

- A. (the “**Grantor**”) is the registered owner of the lot described in Item 2 Part 1 of this instrument (the “**Lot**”), located at _____, British Columbia;
- B. To facilitate the inspection and on-going monitoring of the elevator(s) , the elevator shaft(s) and all equipment, machinery and mechanisms associated with any of them which will exclusively service or open directly into the strata lot(s) (collectively the “Elevator(s)”), the Grantor has agreed to grant a statutory right of way and to the British Columbia Safety Authority operating as Technical Safety BC or its successor in title or function (the “**Grantee**”);
- C. The Grantee has been designated as a person that may hold a statutory right of way under section 218 of the *Land Title Act* for the purposes of administering its mandate as delegated under the *Safety Standards Act* (British Columbia) and regulations relating thereto; and
- D. The statutory right of way granted herein is necessary for the operation and maintenance of the Grantee’s undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants set out in this instrument and the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor (the receipt and sufficiency of which the Grantor hereby acknowledges) the Grantor grants to and covenants with the Grantee as follows:

1. Statutory Right of Way

- 1.1 The Grantor, for itself and its successors and assigns, grants the Grantee and its successors and assigns, a statutory right of way, and full and free unrestricted right and liberty for the Grantee, its licensees, servants, officials, inspectors, workers and machinery at any time and at their will and pleasure for the benefit of the Grantee:
- (a) to enter in, over and upon the Lot for the purpose of inspecting the Elevator(s);
 - (b) to enter, labour, go, return, pass and repass on the Lot(s) for the purposes set out in paragraph 1.1(a); and
 - (c) generally, to do all acts reasonably necessary or incidental in order to permit the Grantee to conduct inspections of the Elevator(s) from time to time as required by law or otherwise.
- 1.2 The Grantee covenants to give the Grantor at least 24 hours’ notice (except in an emergency, when no notice is required) of the date and time when the Grantee requires access to the Lot for the purposes set out in paragraph 1.1.

2. Covenants

- 2.1 The Grantor hereby covenants and agrees with the Grantee that the Grantor:

- (a) will, from time to time and at all times upon every reasonable request and at the cost and charge of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring the Grantee of use of the statutory right of way granted pursuant to paragraph 1.1; and
- (b) will allow the Grantee, its licensees, servants, officials, inspectors, workers and machinery to enter upon the Lot and will not interfere in any way or prevent any such person coming on the Lot for the stated purposes.

3. Indemnity

3.1 The Grantor and its successors and assigns shall at all times indemnify and save harmless the Grantee, its licensees, servants, officials, inspectors and workers from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Grantee may incur, suffer or be put to arising out of or in connection with:

- (a) any breach of any covenant or agreement on the part of the Grantor contained in this Agreement; or
- (b) the Grantee's access to the Lot, but only to the extent required for the purposes set out in paragraph 1.1 and save and except to the extent caused by any wilful misconduct, negligence or default of the Grantee or its employees, agents, contractors, licensees or invitees.

4. General Terms

4.1 It is mutually understood, agreed and declared by and between the parties hereto that:

- (a) nothing contained or implied in this Agreement shall in any way restrict or abrogate or be deemed to restrict or abrogate, the rights and powers of the Grantee in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;
- (b) the burden of the statutory right of way and of the covenants in this Agreement shall run with the Lot and will be personal and binding upon the Grantor only during the Grantor's seisin of or ownership of any interest in the Lot;
- (c) except as agreed to by the Grantee, this Agreement shall be a charge against the Lot in priority to financial charges and run with the Lot;
- (d) notwithstanding anything to the contrary, the Grantor shall not be liable under any breach of any covenants and agreements contained in this Agreement as such breach relates to the Lot(s) after the Grantor ceases to have any further interest in the Lot(s);
- (e) the fee simple estate in and to the Lot(s) will not pass or vest in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy the Lot(s) only for the requirement provided for in this Agreement;
- (f) nothing provided for in this Agreement shall be deemed to constitute waivers of any lawful requirements with which the Grantor would otherwise be obligated to comply;
- (g) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties unless it is in writing and executed by the parties;

- (h) if any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement and such other provision shall be enforceable to the fullest extent permitted by law;
- (i) the Grantee, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;
- (j) the Grantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments or priority as provided for in the Agreement and any amendment, addition or discharge;
- (k) wherever the singular, masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;
- (l) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- (m) this Agreement shall enure to the benefit of and be binding upon the Grantor, the Grantee and their respective successors and assigns.

5. Priority Agreements

5.1 _____, in consideration of the receipt of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), consents to the granting and registration of the statutory right of way granted by the Grantor in this Agreement (the “**Statutory Right of Way**”) and grants to the Grantee priority for the Statutory Right of Way over the _____ Mortgage registered in the _____ Title Office (the “**LTO**”) under No. _____ in the same manner and to the same effect as if the Statutory Right of Way had been dated, executed, delivered and registered prior to the date, execution, delivery and registration of the _____ Charges.

5.2 _____ (the “**Bank**”), in consideration of the receipt of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), consents to the granting and registration of the Statutory Right of Way granted by the Grantor in this Agreement and grants to the Grantee priority for the Statutory Right of Way over the Bank’s Mortgage and Assignment of Rents registered in the LTO under Nos. _____, respectively (collectively, the “**Bank Charges**”) in the same manner and to the same effect as if the Statutory Right of Way had been dated, executed, delivered and registered prior to the date, execution, delivery and registration of the Bank Charges.

6. Execution

6.1 As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this instrument by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.