

ROAD CLOSURE AND SALE AGREEMENT

THIS AGREEMENT dated for reference _____, 20____ is

BETWEEN:

CITY OF DELTA

4500 Clarence Taylor Crescent
Delta, BC V4K 3E2

(the “**City**”)

AND:

T-TOWN DEVELOPMENTS LTD. INC. NO. BC1305489

1500 – 1340 102nd Avenue
Surrey, BC V3T 5X3

(the “**Developer**”)

WHEREAS:

- A. The Developer is the registered owner in fee simple of those lands and premises located at **809 51 Street and 5140 8A Avenue**, Delta, British Columbia, such lands and premises respectively legally described as:

PID: 016-282-621

LOT 6 SECTION 10 TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 86197

and

PID: 016-282-647

LOT 7 SECTION 10 TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 86197

(collectively, the “**Developer’s Lands**”);

- B. The Developer proposes to develop the Developer’s Lands by constructing four four-unit houseplexes and wishes to acquire from the City the portion of 51 Street immediately adjacent to the Developer’s Lands, comprising 733 m², more or less, and outlined in bold and labelled as “Road To Be Closed” on the Road Closure Plan attached hereunto as part of the Road Closure Bylaw at Schedule A (the “**Closed Road Area**”); and
- C. Subject to the terms and conditions set out in this Agreement, the City has agreed to close the Closed Road Area to all traffic, remove the highway designation of the Closed Road Area, and transfer title to the Closed Road Area to the Developer for consolidation with the Developer’s Lands.

THIS AGREEMENT is evidence that, in consideration of the promises exchanged below and other good and valuable consideration paid by each party to the other (the receipt and sufficiency of which the parties each acknowledge), the City and the Developer agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions** – In this Agreement, in addition to the words defined in the recitals to it:

- (a) **“Business Day”** means a day other than a Saturday, Sunday, or statutory holiday in British Columbia;
- (b) **“City’s Solicitors”** means Stirling LLP;
- (c) **“Closed Road Area”** means that portion of the road outlined in bold and marked as “Road To Be Closed” on the Road Closure Plan attached hereunto as Schedule A;
- (d) **“Closed Road Transfer”** means a Form A Transfer under the *Land Title Act* (British Columbia) in registrable form transferring the estate in fee simple of the Closed Road Area to the Developer;
- (e) **“Completion”** means the concurrent closure of the Closed Road Area, its transfer to the Developer and consolidation with the Developer’s Lands;
- (f) **“Completion Date”** means the date that is 30 days after all the Conditions Precedent have been satisfied or, where permitted, waived, provided that if that day is not a Business Day, the Completion Date shall be the following Business Day, or such other date as may be agreed in writing by the City and Developer;
- (g) **“Conditions Precedent”** means the conditions precedent set out in Section 3.1;
- (h) **“Contaminants”** means:
 - (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste, or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation, or removal of which is now or is at any time required, prohibited, controlled, regulated, or licensed under any Environmental Laws;

- (i) **“Consolidation Plan”** means a reference plan or explanatory plan (or combination of plans if needed) registrable in the LTO that will, upon concurrent registration in the LTO, consolidate the Closed Road Area and the Developer’s Lands;
- (j) **“Developer’s Solicitors”** means Wilson Rasmussen LLP;
- (k) **“Environmental Laws”** means all applicable laws, regulations, policies, guidelines, standards, enactments, statutes, regulations, orders, bylaws, permits, and any requirements, of any federal, provincial, or local government authority, judicial, administrative or regulatory agency having jurisdiction, relating to the environment, environmental protection, pollution, or public or occupational safety or health;
- (l) **“GST”** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time including, for certainty, the goods and services tax;
- (m) **“LTO”** means the appropriate Land Title Office;
- (n) **“Permitted Encumbrances”** means the liens, charges, or encumbrances listed in Schedule B to this Agreement;
- (o) **“Purchase Price”** means One Million and Five Thousand Dollars (\$1,005,000.00) (excluding any applicable GST);
- (p) **“Road Closure Bylaw”** means a bylaw, substantially in the form attached as Schedule A, to close and cancel the dedication of the Closed Road Area as highway; and
- (q) **“Road Closure Plan”** means the Reference Plan EPP128656 prepared pursuant to section 40 of the *Community Charter* and section 120 of the *Land Title Act* by Connor R. Embleton, Watson & Bernard Land Surveyors attached or to be attached to the Road Closure Bylaw and be substantially in conformity with the reduced copy dated January 17, 2025 attached at Schedule A.

ARTICLE 2 PURCHASE AND TRANSFER

2.1 **Conditional Purchase and Sale** – On the Completion Date, subject to the terms and conditions of this Agreement, including all required statutory approvals, rights of utilities and other required or requested confirmations for the City have been obtained, the parties covenant and agree as follows:

- (a) the City will convey the estate in fee simple of the Closed Road Area to the Developer free and clear of all liens, charges, encumbrances and legal notations except the Permitted Encumbrances; and
- (b) if they have not already been submitted for registration with the LTO, then the Developer will submit for registration with the LTO any and all development

agreements and plans as required by the City in relation to the consolidation and development of the Closed Road Area with the Developer's Lands; and

- (c) the Developer will purchase the Closed Road Area, deliver the Purchase Price to the City and consolidate the Closed Road Area and the Developer's Lands.
- 2.2 **Purchase Price** – The Developer will pay to the City the Purchase Price on the Completion Date, along with any agreed upon adjustments.
- 2.3 **Adjustments to Closed Road Area** – The parties agree that, if the size, location and/or dimensions of the Closed Road Area are adjusted (increased or decreased) either by mutual agreement of the parties or the confirmation of same by the survey plan, the Purchase Price will be reasonably adjusted accordingly on a price per square metre basis.
- 2.4 **Other Adjustments** – The parties agree that, other than as contemplated herein or unless expressly requested by the City, there will be no adjustments in respect of the Closed Road Area as to property taxes, utilities, rents or any other matters normally adjusted between a vendor and purchaser in connection with the purchase and sale of land in British Columbia.

ARTICLE 3 CONDITIONS PRECEDENT

- 3.1 **Mutual Conditions Precedent** – The transaction contemplated by this Agreement is conditional upon the fulfillment of the following conditions precedent which are for the benefit of both parties and may not be waived unless expressly agreed to in writing between the parties:
 - (a) The Developer preparing or causing to be prepared at its cost and to the satisfaction of the City, all required survey plans, including the Consolidation Plan and Road Closure Plan;
 - (b) The Developer preparing and attending to the Developer's Lands such that they will be able to be consolidated pursuant to the Consolidation Plan;
 - (c) Council of the City, in its sole discretion, adopting the Road Closure Bylaw (including the requisites set out in legislation, including section 40 of the *Community Charter*, such as, but not limited to, notice to persons affected and operators of utilities and receiving any ministerial approvals including any Cancellation of Right of Presumption that may be required);
 - (d) Council of the City, in its sole discretion, adopting a bylaw amending Zoning Bylaw No. 7600, 2017, as amended, to rezone the lands consisting of the Developer's Lands to permit the proposed development. The Developer shall make its best efforts to obtain such rezoning and shall bear all costs associated with said rezoning;
 - (e) All development plans and documents (including, but not limited to covenants, permits, variances, rights of way and agreements) being finalized between the parties and in a form satisfactory to the City with registrable instruments to be ready for

submission to the LTO either in advance or concurrently on the Completion Date;

- (f) The City being satisfied with and, as applicable, satisfying all statutory, governmental, municipal, third-party utilities and other requirements, including, but not limited to:
 - (i) the City securing in registrable form any statutory rights-of-way and/or covenants required by the City and/or any affected utility within the Closed Road Area; and
 - (ii) the City satisfying its obligations under sections 26 and 94 of the *Community Charter* with respect to providing notice of the disposition of the Closed Road Area

(each a “**Condition Precedent**” and, collectively, the “**Conditions Precedent**”).

- 3.2 **Conditions Precedent Removal Date** – the date for mutual satisfaction or waiver of the Conditions Precedent shall be one year from the date of reference of this Agreement. The date for mutual satisfaction or waiver of the Conditions Precedent set for the above may be amended by mutual agreement of the parties in writing. If the Conditions Precedent set out above are not fulfilled within the times provided (or as of the amended date as may be agreed to in writing), this Agreement will be null and void and the parties will have no further obligations to nor rights against the other in respect of this Agreement or the transaction contemplated herein. In consideration of TEN DOLLARS (\$10.00) paid by each party to the other as outright and nonrefundable consideration for allowing each party the benefit of the foregoing Conditions Precedent, each of the City and the Developer agree not to revoke this Agreement prior to the date such Conditions Precedent must be satisfied or waived.
- 3.3 **Third Party Approvals** – The Developer will at its expense arrange for and obtain execution of the Consolidation Plan by all persons (including registered financial mortgage holders and any applicable third parties, including utility providers and ministerial approvals), unless instructed otherwise by the City, as may be necessary to complete the transaction contemplated by this Agreement.

ARTICLE 4 CLOSING PROCEDURE

- 4.1 **Preparation of Closing Documents** – The Developer will, at its expense, prepare or cause to be prepared, all necessary conveyancing documentation related to this transaction, including the Closing Documents, as defined below.
- 4.2 **Delivery of Closing Documents** – In order to affect the transactions referred to in section 2.1, no later than fifteen (15) calendar days before the Completion Date, the Developer will cause the Developer’s Solicitors to prepare and deliver to the City’s Solicitors the following documents for approval and/or execution by the City (as applicable):
 - (a) the Closed Road Transfer;
 - (b) a GST Certificate;

- (c) a certified copy of the resolutions of the directors of the Developer that they approve and authorize the transaction contemplated in this Agreement;
 - (d) a declaration by an authorized signatory of the Developer confirming that the Developer is a corporation in good standing and has power and capacity to proceed with the transaction contemplated by this Agreement;
 - (e) the Consolidation Plan (and related application to deposit plan);
 - (f) all documents reasonably required to attend to the conveyance and transfer of the Closed Road Area, including any required Land Owner Transparency documents;
 - (g) if not already prepared by the City, all documents necessary to duly file the applicable development plans and documents (including but not limited to covenants, permits, variances, rights of way and agreements and survey plans) with the LTO Office; and
 - (h) any other document(s), plan(s), application(s) to deposit plans, and assurance(s) reasonably required or requested by the City to satisfy the intent of the parties pursuant to this Agreement,
- (collectively, the “**Closing Documents**”).

4.3 **Return of Closing Documents** – Following approval and execution of the package Closing Documents, the City will cause the City’s Solicitors to return the Closing Documents to the Developer’s Solicitors, together with:

- (a) a certified copy of the Road Closure Bylaw; and
 - (b) a certified copy of the Cancellation of the Right of Resumption, generally in the form attached hereunto as Schedule D,
- (collectively, the “**Road Closure Documents**”).

4.4 **Completion** – On the Completion Date, forthwith after receipt from the City’s Solicitors of the documents referred to in section 4.3 and in accordance with undertakings set out by the City’s Solicitors, the Developer will cause the Developer’s Solicitors to submit for registration in the LTO (as applicable):

- (a) the requisite registrable Closing Documents;
- (b) the requisite registrable Road Closure Documents (including the road Closure Plan, Form 17 Fee Simple to raise title to the Closed Road Area with a certified copy of the Road Closure Bylaw, the Closed Road Transfer); and
- (c) all other documents reasonably required to attend to the closing, raising title, conveyance and transfer of the Closed Road Area, including any required Land Owner Transparency documents,

if the Developer's Solicitors confirm in writing to the City's Solicitors that: (a) they have the sufficient funds in their accounts for the purchase of the Closed Road Area (inclusive of all applicable taxes and adjustments), and any other funds to be accounted for, and (b) all documents have been executed and delivered as provided in this Agreement.

Upon the Developer's Solicitors being satisfied after deposit of the registrable Closing Documents for registration in the LTO that, in the normal course of LTO routine, the Developer will be registered owner in fee simple of the Closed Road, subject only to the Permitted Encumbrances and any mortgage financing documentation required by the Developer's lender (if applicable), the Developer will cause the Developer's Solicitors to provide a reporting of same and deliver to the City's Solicitors a solicitor's certified trust cheque in the amount of the Purchase Price (accounting for any approved adjustments by the City).

- 4.5 **City's Election to Register Document Package** – The submission to the LTO for the registration of the Closing Documents and/or the registrable Road Closure Documents will be in accordance with section 4.4 unless the City elects to have the City's Solicitors submit them to the LTO or otherwise organize a virtual meet as between the City's Solicitors and the Developer's Solicitors. The City will notify the Developer of such election in advance of the Completion Date and the Developer will instruct the Developer's Solicitors to proceed in accordance with such election.
- 4.6 **Undertakings** – The City's Solicitors and Developer's Solicitors may exchange such further or amended undertakings as are customary among reputable solicitors in the Province of British Columbia having experience in such transactions.
- 4.7 **Risk** – The Closed Road Area is at the City's risk until the filing of the registrable Road Closure Documents in the LTO and at the Developer's risk thereafter.
- 4.8 **Concurrent Requirements** – The parties agree that all of the matters of payment and delivery of documents and plans by each party to the other and registration of all appropriate documents and plans in the LTO pursuant to the terms of this Agreement are concurrent requirements and that nothing will be considered complete on the Completion Date until everything has been paid, delivered, and registered.

ARTICLE 5 DEVELOPER'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS

- 5.1 **Developer's Representations, Warranties, and Covenants** – The Developer represents and warrants to the City that the following are true on the date the Developer executes this Agreement and covenants with the City that the following will be true on the Completion Date:
- (a) the Developer has taken all necessary or desirable actions, steps, and other proceedings to approve and authorize, validly and effectively, the entering into, and the execution, delivery, and performance of this Agreement;

- (b) the Developer has the legal capacity, power, and authority to perform all of the Developer's obligations under this Agreement;
 - (c) the Developer is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (d) the Developer is the registered and beneficial owner of the Developer's Lands.
- 5.2 **General Developer Indemnity** – The Developer will indemnify and save harmless the City (and its elected and appointed officials, employees, contractors and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, and costs sustained by the City directly or indirectly by reason of any breach, inaccuracy or incompleteness of any of the warranties or representations under section 5.1. The Developer acknowledges and agrees that the City has entered into this Agreement relying on such warranties and representations.
- 5.3 **Developer's Acknowledgments and Agreements** – The Developer acknowledges and agrees that, except as expressly set out elsewhere in this Agreement:
- (a) the City sells and the Developer purchases the Closed Road Area on an "as is" basis and condition;
 - (b) the City has not made any representations, warranties, or agreements as to the condition or quality of the Closed Road Area, including as to:
 - (i) the subsurface nature or condition of the Closed Road Area (including soil type, hydrology, and geotechnical quality or stability);
 - (ii) the environmental condition of the Closed Road Area (including regarding Contaminants in, on, under, or migrating to or from the Closed Road Area) or regarding the compliance of the Closed Road Area, or past or present activities on it, with any Environmental Laws; or
 - (iii) suitability of the Closed Road Area for the Developer's intended use for, or development of the Closed Road Area,
 - (c) it is the sole responsibility of the Developer to satisfy itself with respect to:
 - (i) the geotechnical and environmental condition of the Closed Road Area (including regarding Contaminants in, on, under, or migrating to or from the Closed Road Area); and
 - (ii) regarding the compliance of the Closed Road Area or past or present activities on it, with any Environmental Laws, including by conducting any reports, tests, investigations, studies, audits, and other inquiries that the Developer, in its sole discretion, considers prudent;

- (d) effective from and after the Completion Date:
 - (i) the Developer assumes and is solely responsible for, and releases the City (and its elected and appointed officials, employees, contractors and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia))), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties which the Developer or any other person has or may have arising out of or in any way related to the Closed Road Area;
 - (e) the City has not made any representations, warranties, or agreements with the Developer as to whether or not any GST is payable by the Developer in respect of the sale of the Closed Road Area to the Developer; and
 - (f) should GST be applicable for the sale of the Closed Road Area, the Developer will be responsible for such amounts and will coordinate with the City as to a reasonable and timely manner of remittance of same, either by payment of the GST to the City along with the Purchase Price or direct remittance to Canada Revenue.
- 5.4 **Site Disclosure Statement** – The Developer hereby waives delivery by the City to the Developer of a site disclosure statement, as defined in the *Environmental Management Act* (British Columbia), with respect to the Closed Road Area.
- 5.5 **Survival** – The provisions of this Article 5 shall survive the completion of the transaction provided for in this Agreement.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Developer Access** – The Developer has a licence, exercisable on three (3) Business Days prior written notice to the City, to enter upon the Closed Road Area from time to time prior to the Completion Date, at the Developer's sole risk and expense, for the purpose of making inspections, surveys, tests, and studies of the Closed Road Area. The Developer agrees:
 - (a) to release and indemnify, and hold harmless, the City from and against any and all actions, causes of action, liabilities, demands, losses, costs, and expenses (including legal fees and disbursements) which the City may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Developer of their rights under this section; and
 - (b) not to alter or interfere in any way with the Closed Road Area and to leave the Closed Road Area in the same condition as that in which the Developer found such land, including by removing any equipment, refuse, or other matter brought onto such land by the Developer or its agents, contractors or employees.

6.2 **Fees and Taxes** – The Developer shall be responsible for and pay, as and when due and payable (either to the City or directly to the requisite entity) the following as applicable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the purchase of the Closed Road Area by the Developer;
- (b) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Closed Road Area to the Developer;
- (c) the costs for all conveyancing and/or development documentation, plans and applications to deposit plans (including, but not limited, to all costs whatsoever related to the Closed Road Transfer), all surveying costs, any right of way replacement and/or relocation costs, third party notification and approval costs;
- (d) LTO registration fees in connection with the registration of the Closed Road Transfer and any other conveyancing and development documents and plans;
- (e) the Developer's and the City's legal costs and disbursements related to this Agreement and the transaction contemplated herein; and
- (f) any other reasonable costs incurred by the Developer or the City as associated with this Agreement and the transaction contemplated herein.

6.3 **Currency** – All dollar amounts referred to in this Agreement are Canadian dollars.

6.4 **Further Assurances** – Each of the parties shall at all times execute and deliver at the request of the other all such further documents, deeds, and instruments, and do and perform such other acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

6.5 **Notice** – Any notice, direction, demand, approval, certificate, or waiver (any of which constitutes a "**Notice**" under this section), which may be or is required to be given under this Agreement, shall be in writing and be delivered or sent by email:

- (a) to the City, at:

CITY OF DELTA

4500 Clarence Taylor Crescent, Delta, BC V4K 3E2

Email Address: Development@delta.ca

Attention: General Manager, Development

with a copy to the City's Solicitors at:

Stirling LLP

Suite 1460 – 701 West Georgia Street

Vancouver, B.C. V7Y 1E4

Email Address: ssafaei@stirlingllp.com

Attention: Samien Safaei

(b) to the Developer, at:

T-TOWN DEVELOPMENTS LTD. INC. NO. BC1305489

Email Address: ttowndvlp@gmail.com

Attention: Amar Bath

with a copy to the Developer's Solicitors at:

Wilson Rasmussen LLP

Address: _____

Email Address: _____

Attention: _____

or to such other address of which notice has been given as provided in this section.

Any Notice that is delivered is to be considered given on the day it is delivered and any Notice that is sent by email is to be considered given on the day it is sent except that if, in either case, that day is not a Business Day, it is deemed given on the next Business Day.

6.6 No Effect on Powers – This Agreement does not, and nothing herein shall:

- (a) affect or limit the discretion, rights, duties, or powers of the City or the City's Approving Officer under the common law or any statute, bylaw, or other enactment;
- (b) affect or limit the common law or any statute, bylaw, or other enactment applying to the Closed Road Area or the Developer's Lands; nor
- (c) relieve the Developer from complying with any common law or any statute, regulation, bylaw, or other enactment.

6.7 Authority and Discretion – Without limiting section 6.6 above, the Developer acknowledges and agrees that where fulfillment of some of the Conditions Precedent requires that:

- (a) the Council of the City adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of City Council and the provisions of this Agreement will not in any way obligate the Council to adopt such bylaws or pass such resolutions; and
- (b) the Approving Officer of the City approve any survey plans, such approval is within the absolute and unfettered discretion of the Approving Officer and the provisions of this Agreement will not in any way obligate the Approving Officer to approve such plans.

6.8 Joint and Several – Where the Developer consist of more than one person, both or all are jointly and severally responsible for obligations of the Developer under this Agreement.

- 6.9 **Time of Essence** – Time is of the essence of this Agreement and the transactions for which it provides.
- 6.10 **Tender** – Any tender of documents or money may be made upon the parties at their respective addresses set out in this Agreement, or upon their respective solicitors.
- 6.11 **No Other Agreements** – This Agreement is the entire agreement between the parties regarding it subject and it terminates and supersedes all representations, warranties, promises, and agreements regarding its subject.
- 6.12 **Assignment** – The Developer may not all or any part of this Agreement, or the benefit hereof, without the prior written consent of the City, which consent may be withheld at the City's sole discretion.
- 6.13 **Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
- 6.14 **Schedules** – The following are Schedules to this Agreement and form an integral part of this Agreement:
- Schedule A – Road Closure Bylaw
 - Schedule B – Permitted Encumbrances
 - Schedule C – Form of GST Certificate
 - Schedule D – Form of Cancellation of Right of Resumption
- 6.15 **Modification** – This Agreement may not be changed except by an instrument in writing signed by the parties, but the parties agree that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
- 6.16 **Interpretation** – Wherever the singular is used or neuter is used in this Agreement, it includes the plural, the feminine, the masculine, or body corporate, where the context of the parties so requires.
- 6.17 **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 6.18 **Non-Merger** – None of the provisions of this Agreement will merge in the land transfers hereunder or any other documents delivered on the Completion Date and the provisions of this Agreement will survive Completion.
- 6.19 **Execution in Counterparts & Electronic Delivery** – This Agreement may be executed in any number of counterparts (including electronic means such as DocuSign) and delivered by hand delivery, courier, registered mail or e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

As evidence of their agreement to be bound by the above terms and conditions, the Developer and the City have executed this Agreement below on the dates written below.

T-TOWN DEVELOPMENTS LTD. INC. NO. BC1305489

by its authorized signatory/ies:

Name: Amar Bath

Date:

Name:

Date:

CITY OF DELTA

by its authorized signatory/ies:

Name: George V. Harvie, Mayor

Date:

Name: Michelle Jansson, CMC, City Clerk

Date:

SCHEDULE A – CITY OF DELTA ROAD CLOSURE BYLAW 8477

DRAFT

SCHEDULE B – PERMITTED ENCUMBRANCES

Any charges, notations and/or encumbrances requested or required by the City, and/or any third party utilities or governmental authority in relation to the transfer of the Close Road Area and/or the development of the Developer's Lands.

DRAFT

SCHEDULE C

CERTIFICATE AS TO GST REGISTERED STATUS OF DEVELOPER

FROM: T-TOWN DEVELOPMENTS LTD. INC. NO. BC1305489

(the "Developer")

TO: CITY OF DELTA

(the "City")

RE: The "Closed Road Area" as that term is defined in the Road Closure and Sale Agreement between the City and the Developer dated for reference

(the "Property")

THE DEVELOPER HEREBY CERTIFIES to the City pursuant to paragraphs 221(2)(b) and (c) of the *Excise Tax Act* (the "Act") that the Developer is registered for GST purposes, its registration number is _____, and the Developer will account with Canada Revenue Agency for the GST payable in respect of the transfer of the Property in accordance with the Act.

The Developer acknowledges that the City is relying on this certificate in connection with the transfer of the Property.

Each term that is used in this certificate and that is defined in, and for the purposes of, Part IX of the Act has the meaning assigned to it in Part IX of the Act.

Dated _____, 202_____

T-TOWN DEVELOPMENTS LTD. INC. NO. BC1305489

Per: _____

SCHEDULE D

DRAFT Cancellation of Right of Resumption *Community Charter and Resumption of Highways Regulation B.C. Reg. 245/2004*

I, Michelle Jansson, state and certify that:

1. The City of Delta has, by Delta Road Closure and Cancellation (LU009735) Bylaw No. 8477, 2025, under section 40 of the *Community Charter*,
 - (a) stopped up and closed to all traffic that portion of the lane outlined in bold and labelled "road to be closed" on Reference Plan EPP128656, prepared by Connor R. Embleton, Watson & Bernard Land Surveyors, dated January 17, 2025 (**the "Closed Highway Portion"**); and
 - (b) removed its dedication as highway;
2. The Closed Highway Portion is not adjacent to
 - (a) a park, conservancy, recreation area or ecological reserve established under the *Park Act*, the *Ecological Reserve Act* or the *Protected Areas of British Columbia Act*; or
 - (b) an area to which an order under section 7(1) of the *Environment and Land Use Act* applies; and
3. the Closed Highway Portion is to be disposed of to an adjacent landowner for the purpose of consolidating it with the landowner's existing adjacent parcels of land.

I make this statement pursuant to the *Community Charter* and the *Right of Resumption Regulation B.C. Reg. 245/2004* to cancel the Provincial government's right of resumption in relation to the Closed Highway Portion.

Dated this ____ day of _____, 20__

Michelle Jansson, CMC
City Clerk
City of Delta