



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number AA37834

Charge AA37834 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge entitles the District of Coquitlam to access the property in order to conduct services and examinations, dig up and remove soil for the purpose of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electrical energy and communication service. The owner will not drill, install, excavate, or conduct improvements on the property without written consent of the District of Coquitlam.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

Copyright © Spagnuolo and Company. This document may not be reproduced, distributed or shared without the express permission of Spagnuolo and Company.

AA087834

10 MAR 87 16 30

LAND TITLE OFFICE
NEW WESTMINSTER

VOID

FORM 17

(Sections 151, 152(1), 220)

APPLICATION

NATURE OF CHARGE: Right of Way with Ancillary Rights
~~and Priority Agreement~~

TRUE VALUE: \$ 1.00

HEREWITH FEES: \$ ~~11.00~~ ^{21.00}ADDRESS of person entitled to be
registered as owner, if different
than shown in instrument:Terry V. Seibold
Mawhinney & Kellough
Barristers & Solicitors
1500 - 1040 W. Georgia Street
Vancouver, British Columbia
V6E 4H8
Telephone: (604) 687-4460

Signature of Solicitor

THIS AGREEMENT made in triplicate and dated the 20th day of
February, A. D. 1987.

BETWEEN:

BRITISH COLUMBIA PLACE LTD.
21st Floor, 650 West Georgia Street
Vancouver, British Columbia
V6B 4N903/10/87 B7097 CHG 4VA 11.00
03/10/87 B7097 CHG NOM 10.00

(called herein the "Grantor")

OF THE FIRST PART

AND:

DISTRICT OF COQUITLAM
1111 Brunette Avenue
Coquitlam, British Columbia
V3K 1E9

(called herein the "District")

OF THE SECOND PART

LAND TITLE ACT
Form 1 (Section 38)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
Registrar
New Westminster Land Title Office

37834

WHEREAS the Grantor is the registered owner of ALL AND SINGULAR those certain parcels of land situate in the Municipality of Coquitlam, in the Province of British Columbia, which are more particularly known as:

Parcel Identifier 004-285-123
Block A, except firstly part subdivided by
Plan 72702. Secondly part subdivided by
Plan 72593
Section 14
Township 39
New Westminster District
Plan 71962

(herein called the "Lands")

AND WHEREAS the District requires and the Grantor has agreed to grant to the District a right-of-way as herein provided for;

NOW THEREFORE in consideration of the premises, of the sum of One (\$1.00) Dollar receipt of which from the District is hereby acknowledged by the Grantor and other good and valuable consideration THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. The Grantor grants to the District the right at all times to:

(a) enter over, on, under, and through that portion of the Lands shown outlined by a solid 1 mm black line on Explanatory Plan 73471

(called herein the "Right-of-Way")

and

- (i) conduct services and examinations;
- (ii) dig up and remove soil; and
- (iii) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect and replace watermains, culverts, sewer, drains, ditches, retaining walls, wing walls, manholes, or any of them, together with all ancillary attachments and fittings (all of which are collectively called herein the "Works");

37834

for the purpose of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electrical energy, communication services, or any of them;

- (b) carry onto the Right-of-Way all materials and equipment required for any of the foregoing purposes;
- (c) remove from the Right-of-Way and all parts thereof anything which in the opinion of the District constitutes an obstruction to carrying out the Works;
- (d) cross over the Lands for reasonable access to the Right-of-Way and to make reasonable ancillary use of the Lands for the carrying out of the Works; and
- (e) do all acts which in the opinion of the District are incidental to the foregoing.

2. The Grantor shall:

- (a) not do or permit to be done any act or thing which in the opinion of the District might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Works or any part thereof;
- (b) not excavate, drill install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained, any obstruction, pit, wall, foundation, materials, embankment, fill, pavement, buildings, or other structures, or improvements, upon, over, under or through, the Right-of-Way without first obtaining the written consent of the District;
- (c) execute all further documents and things whatsoever for the better assuring unto the District of the Right-of-Way hereby granted;
- (d) permit the District to peaceably hold and enjoy the rights hereby granted;
- (e) trim or, if necessary, cut down any tree or hedge on the Lands which in the opinion of the District constitutes or may constitute a danger to the Works or any part thereof.

37834

3. *The District shall:*

- (a) carry out the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Lands or any improvement on the Lands;
- (b) not bury, without the prior written consent of the Grantor debris or rubbish in excavations or backfill;
- (c) remove shoring and like temporary structures as backfilling proceeds;
- (d) rake up all rubbish and construction debris in order to leave the Right-of-Way in a reasonably neat and clean condition;
- (e) insofar as it is practical, in the opinion of the District, carry out the Works so as not to interfere with the drainage of the Lands;
- (f) not be unreasonable in its opinions herein.

4. THE GRANTOR DOTH HEREBY RELEASE AND FOREVER DISCHARGE THE DISTRICT from and against all manner of actions, causes of action, suits and demands whatsoever at law or at equity SAVE AND EXCEPT FOR NEGLIGENCE which the Grantor may at any time have by reason of the carrying out of the Works.

5. NOTWITHSTANDING ANYTHING HEREIN CONTAINED the District reserves all rights and powers of expropriation otherwise enjoyed by the District.

6. Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require; every reference to each party hereto shall be deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require.

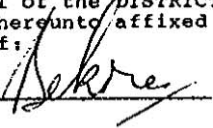
7. Covenants herein contained run with the Lands.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto NOTWITHSTANDING any rule or law or equity to the contrary.

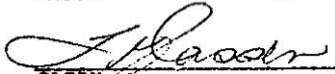
67834

IN WITNESS WHEREOF the parties hereto have hereunto
executed these presents.

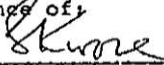
The Corporate Seal of the DISTRICT
OF COQUITLAM was hereunto affixed
in the presence of:


MAYOR

(C/S)


CLERK

The Corporate Seal of BRITISH
COLUMBIA PLACE LTD. was
hereunto affixed in the
presence of:


Authorized Signatory

(C/S)


Authorized Signatory

37834

LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 7th day of March, 1987, at Coquitlam, in British Columbia, Theodore Klassen, Clerk, 2124 Knightswood Place, Burnaby, B.C. who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of DISTRICT OF COQUITLAM and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation).

IN TESTIMONY of which I set my hand and seal of office at Coquitlam, ~~British Columbia~~, British Columbia, this 7th day of March, 1987.

Henry G. Castillou
~~Notary Public for British Columbia~~
 A Commissioner for taking affidavits for British Columbia
 (Henry G. Castillou)

37834

LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 20th day of February, 1987, at
Vancouver, in British Columbia,
PETER BYRON who is personally known to me,
appeared before me and acknowledged to me that he is the
authorized signatory of BRITISH COLUMBIA PLACE LTD. and that he is
the person who subscribed his name and affixed the seal of the
corporation to the instrument, that he was authorized to subscribe
his name and affix the seal to it, (and that the corporation
existed at the date the instrument was executed by the
corporation).

IN TESTIMONY of which I set my hand and seal of office at
Vancouver, British Columbia, this 20th day of February, 1987.



~~A Notary Public in and for the Province of British Columbia~~
A Commissioner for taking affidavits for British Columbia