



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number AC306780

Charge AC306780 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 allows the District of Coquitlam to enter and use a part of several lands, as shown on plan 83695 *not* attached to the charge, to install, operate and maintain watermains, culverts, sewers, ditches, etc. for conveying water, gas, sewage, electrical energy and communication services. The owner shall not erect or maintain any building, structure or other obstruction on the right of way; shall not diminish or add to soil cover over the works; and shall not do or permit any act which might interfere with the works or access.

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

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JAN 03 1990

AC306780

-1 DEC 89 15 00

LAND TITLE OFFICE
VICTORIA

DEPOSITED

LAND TITLE ACT

89826.AGT

FORM 17

APPLICATION

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water, and irrigation districts.

NATURE OF INTEREST:

CHARGE:

STATUTORY RIGHT OF WAY

TRUE VALUE: Nominal

WITH ANCILLARY RIGHTS

HEREWITH FEES OF: \$35.00

with PRIORITY OVER

DEBENTURE #AC141441 in favour
of THE ROYAL BANK OF CANADA

FULL NAME, ADDRESS, TELEPHONE NUMBER OF PERSON PRESENTING APPLICATION:
ROGER M. BOURBONNAIS, ALEXANDER, HOLBURN, BEAUDIN & LANG, BARRISTERS
AND SOLICITORS, P.O. BOX 10057, 2700 - 700 WEST GEORGIA STREET,
VANCOUVER, BRITISH COLUMBIA V7Y 1B8 TEL: 688-1351

ALOUETTE SEARCH
SERVICES LTD.

Signature of Applicant, Solicitor or ^{12/01/89} A9437d CHG NOM 35.00
Authorized Agent

THIS AGREEMENT made as of the 25th day of August, 1989.

BETWEEN:

PARK LANE VENTURES LTD., (Incorporation No.
255869), 15th Floor, 1040 West Georgia
Street, Vancouver, British Columbia V6E 4H8

(hereinafter called the "Grantor")

AND:

OF THE FIRST PART

DISTRICT OF COQUITLAM, a Municipal
Corporation established under the Municipal
Act, R.S.B.C. 1979, Chapter 290, having
offices located at 1111 Brunette Avenue,
Coquitlam, British Columbia V3K 1E9

(hereinafter called the "District")

Plan 836.95
ancillary rights
with priority over
AA 141441
Inter Alia

OF THE SECOND PART

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
Registrar
New Westminster Land Title Office

306780

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

AC 306723
TO

AC 306726

AC 306736
TO

AC 306743

AC 306773

AC 306774

Municipality of Coquitlam
Parcel Identifier
Lots 5, 6, 7, 8, 18, 19, 20, 21, 22, 23, 24, 25, 55 and 56,
Plan 83693, and Part of Lot 4, Plan 79094, all of
Section 14, Township 39
New Westminster District

(hereinafter called the "Lands")

legal OK for this
time only should
be for 4 except: PT Sub.
by Plan 83693
Sandy
OKed
also.
Jan 2/90

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 which is shown dark outlined on Explanatory Plan Number 83695, a copy of which is attached (called herein "Right-of-Way") and;
 - (i) conduct services and examinations;
 - (ii) dig up and remove soil; and

AC 324528

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- (iii) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect and replace, watermains, culverts, sewers, 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")

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) ✱ 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
- (d) 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

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maintained, any obstruction, pit, well, 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.

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;

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- (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 DOITH HEREBY RELEASE AND FOREVER DISCHARGE THE DISTRICT from and against all manner of actions, cause of actions, 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

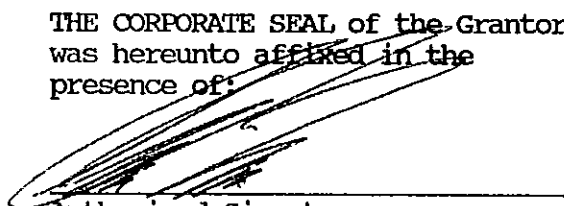
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or law or equity to the contrary.

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

THE CORPORATE SEAL of the Grantor
was hereunto affixed in the
presence of:

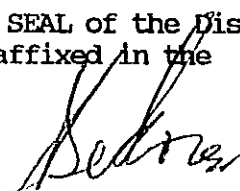


Authorized Signatory

)
)
)

C/S 

THE CORPORATE SEAL of the District
was hereunto affixed in the
presence of:



Mayor

)
)
)

C/S



Clerk

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CONSENTMEMORANDUM AS TO INTEREST

Mortgage by way of Debenture in favour of The Royal Bank of Canada registered under No. AC141441 (herein referred to as the "Interest").

The Royal Bank of Canada the holder of the Interest hereby approves of and consents to the foregoing Statutory Right of Way with Ancillary Rights and to its registration in the Land Title Office with priority over the registration of the said Interest.

Dated at Vancouver, in the Province of British Columbia, this 30th day of August, 1989

THE ROYAL BANK OF CANADA)
by its lawful Attorney(ies))

M. H. LEES

Account Manager

D.G. MILES

Account Manager

WITNESS TO TWO SIGNATURES

JOY L. PARKINSON
1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3S5
SECRETARY

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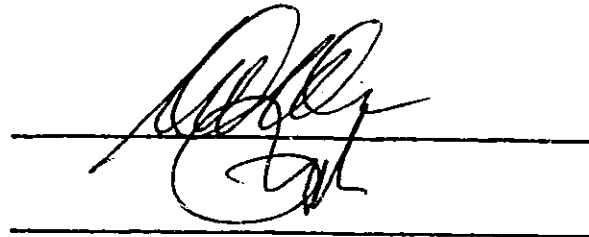
STATUTORY DECLARATION OF ATTORNEYS AND CERTIFICATE OF ACKNOWLEDGMENT
OF TRANSFEROR

We, MAURICE HARVEY LEES and DAVID GORDON MILES
of VANCOUVER, in British Columbia, severally
solemnly declare that:

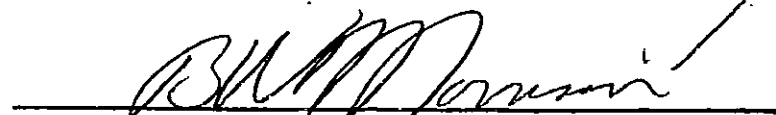
1. We are the attorneys for The Royal Bank of Canada under a power of attorney filed under the Land Title Act.
2. We are the persons who subscribed the name of The Royal Bank of Canada and our names in the annexed instrument as a transferor.
3. At the time of the execution of the instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada, The Royal Bank of Canada is legally entitled to hold and dispose of land in British Columbia, and we had not received any notice or information of the bankruptcy or dissolution of The Royal Bank of Canada.
4. We know the contents of the instrument and subscribed the name of The Royal Bank of Canada to it voluntarily as the free act and deed of The Royal Bank of Canada.

And we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me)
at VANCOUVER, in British Columbia))
this 3/ day of AUGUST, 1989 ;)
AND I CERTIFY that on the said day and))
at the said place the above named))
attorneys who are personally known to))
me, appeared before me and acknowledged))
to me that they are the persons mentioned in the annexed instrument
as attorneys of the transferor, that their names are subscribed to it,
that they know the contents of the instrument and executed it voluntarily,
and are of the age of 19 years or more.



In testimony of which I set my hand at VANCOUVER, in British
Columbia this 3/ day of AUGUST, 19 89.


A Commissioner for Taking B.W. MORRISON
Affidavits for British Columbia.

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LAND TITLE ACT

Form 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 25th day of August, 1989
at Vancouver, British Columbia

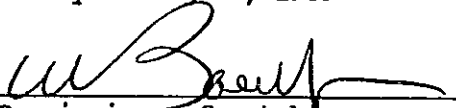
CHRIS NIEMAN

(*whose identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me and acknowledged to
me that he is the authorized signatory of:

PARK LANE VENTURES 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 25th day of August, 1989


A Commissioner for taking
Affidavits for British Columbia

ROGER M. BOURBONNAIS
Barrister & Solicitor
2700 - 700 WEST GEORGIA ST.
VANCOUVER, B.C. V7Y 1B8

*Where the person making the acknowledgement is personally known to the
officer taking it, strike out these words in brackets.

**These words in brackets may be added, if the applicant wishes the
registrar to exercise his discretion under section 162(5) not to call
for further evidence of the existence of the corporation.

***Write name and qualifications under section 48, e.g., A
Commissioner for Taking Affidavits for British Columbia

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LAND TITLE ACT
Form 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 30 day of November, 1989
at Coquitlam, British Columbia

~~(*whose identity has been proved by the evidence on oath of~~
Theodore Klassen, Clerk, 2124 Knightswood Place, Burnaby, B.C.
who is) personally known to me, appeared before me and acknowledged to
me that he/she is the authorized signatory of:

DISTRICT OF COQUITLAM

and that he/she is the person who subscribed his/her name and affixed
the seal of the corporation to the instrument, that he/she was
authorized to subscribe his/her 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 this 30 day of November, 1989

A Commissioner for taking
Affidavits for British Columbia

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

(EDWARD J. GODDARD)

*Where the person making the acknowledgement is personally known to the
officer taking it, strike out these words in brackets.

**These words in brackets may be added, if the applicant wishes the
registrar to exercise his discretion under section 162(5) not to call
for further evidence of the existence of the corporation.

***Write name and qualifications under section 48, e.g., A
Commissioner for Taking Affidavits for British Columbia

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AC306780



INFORMATION

☐ **FILE** ☐ **DOCUMENT** ☐ **PAGE** _____

☐ _____

☐ **NOT AVAILABLE AT TIME OF FILMING.**

☐ **DOES NOT EXIST.**

☐ **OVERSIZE** ☒ **PLAN** ☐ **POOR QUALITY**

NOT SUITABLE FOR FILMING, REFER TO: Survey

☐ **THE FOLLOWING DOCUMENT IS OF POOR QUALITY,
ALSO RETAINED IN HARD COPY, REFER TO:** _____



PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

306780

DATED this 25th day of August, 1989

BETWEEN:

PARK LANE VENTURES LTD.

OF THE FIRST PART

AND:

DISTRICT OF COQUITLAM

OF THE SECOND PART

STATUTORY RIGHT OF WAY
WITH ANCILLARY RIGHTS

Roger M. Bourbonnais, Esq.
ALEXANDER, HOLBURN, BEAUDIN & LANG
2700 - 700 West Georgia Street
P.O. Box 10057 Pacific Centre
VANCOUVER, B.C. V7Y 1B8

File: 24928
RMB/s

89826.AGT