



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BB1220207

Charge BB1220207 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 grants the Village of Anmore a right of access and use over a portion of the lands, as shown on the attached reference plan BCP42743, to create an emergency access and evacuation route; to gain access from neighbouring lands for fire and emergency vehicles, equipment and personnel; and to repair and maintain the right of way area in a drivable condition suitable for the operation of such emergency vehicles. The owner shall not construct or maintain any open drains, ditches, buildings, structures, plants or other vegetation on the right of way area; shall keep the driveway in a drivable condition suitable for the passage of fire and other emergency vehicles; and shall clear the right of way area of snow or obstructions which impedes the passage of vehicles.

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”

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LAND TITLE ACT
FORM C

-3 NOV 2009 09 21

BB1220207

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 9 pages

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

John S. Davis, Grossman & Stanley, Business Lawyers
Box 55, 800 - 1090 West Georgia Street
Vancouver, BC V6E 3V7
Telephone: 604-683-7454

West Coast
Client # 10350

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(LEGAL DESCRIPTION)

NO PID NUMBER

Common Property, Strata Plan BCS 3635

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

34

Section 218 Statutory Right of Way over
portion on Plan BCP 42744

Entire Document

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

THE OWNERS, STRATA PLAN BCS 3635 and
~~CITIZENS BANK OF CANADA~~, as to Priority

sh 11/3/2009 9:21:57 AM 2 2
Charge 1 \$73.40

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

VILLAGE OF ANMORE of 2697 Sunnyside Road, Anmore, B.C. V3H 3C8

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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.

Execution Date

Officer signature(s)

JOHN S. DAVIS
Barrister and Solicitor
GROSSMAN & STANLEY
800 - 1090 W. GEORGIA ST.
VANCOUVER, B.C. V6E 3V7
PHONE: 604-683-7454

Y	M	D
2009	10	30

Party(ies) Signature(s)

THE OWNERS, STRATA PLAN BCS 3635
by its authorized signatory:

Raymond Heung

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page (s) in Form D.

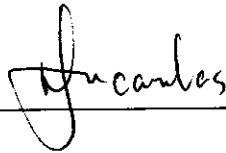
LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date


Transferor/Borrower/Party
Signature(s)



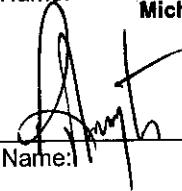
VERONICA CANLAS
A Commissioner for Taking
Affidavits for British Columbia
815 West Hastings Street
Vancouver, B.C.
V6C 1B4

Y	M	D
2009	10	19
2009	10	27

CITIZENS BANK OF CANADA by its
Authorized Signatory(ies):

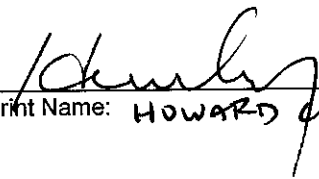


Print Name: **Michael F. Smith**



Print Name: **Ronald Farrington**

VILLAGE OF ANMORE by its Authorized
Signatory(ies):



Print Name: **HOWARD CANLAS**

Print Name:

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.

TERMS OF INSTRUMENT PART 2**STATUTORY RIGHT OF WAY**

THIS INDENTURE is made the ____ day of October, 2009

BETWEEN:

THE OWNERS, STRATA PLAN BCS 3635, a strata corporation established under the laws of the Province of British Columbia having a mailing address at 305-1788 West 5th Avenue, Vancouver, B.C. V6J 1P1

(the "Transferor")

AND:

VILLAGE OF ANMORE, of 2697 Sunnyside Road, Anmore, B.C. V3H 3C8

(the "Transferee")

Whereas:

A. The Transferor is responsible for the management and maintenance of those lands and premises described in item 2 of the Land Title Act Form C – General Instrument Part 1 attached hereto (the "Lands") and is authorized by the *Strata Property Act* to encumber the Lands in the manner herein contemplated;

B. The Lands front on and have direct road access to Sunnyside Road, a public road, in the Village of Anmore, B.C.

C. The Lands are adjacent to and contiguous with certain lands lying to the west of the Lands legally described as, respectively, Lot 9: Except Part Subdivided by Plan BCP 42742 Section 20 Township 39 New Westminster District Plan 33932 ("Lot 9"), Lot 1 Section 20 Township 39 New Westminster District Plan BCP 42742 ("Lot 1") and Lot 2 Section 20 Township 39 New Westminster District Plan BCP 42742 ("Lot 2") (Lot 9, Lot 1 and Lot 2 are hereinafter referred to collectively, as the "Neighbouring Lands") which front on and have direct road access to Heron Way, a public road, in the Village of Anmore, B.C.

D. The Transferee wishes to create an emergency access and evacuation route across the Lands and Neighbouring Lands connecting Heron Way to Sunnyside Road for use in the event of a public emergency.

E. The granting of this Statutory Right of Way for the purposes herein set forth is necessary for the operation and maintenance of the Transferee's undertaking;

F. At the request of the Transferee, the Transferor has voluntarily agreed to grant to the Transferee a Statutory Right of Way encumbering title to the Lands on the terms and conditions herein set forth.

G. At the request of the Transferee, the registered owners of Lot 1 and Lot 9 have voluntarily agreed to grant to the Transferee a Statutory Right of Way over all that 41.1 m.² portion of Lot 1 and that 131.2 m.² portion of Lot 9 shown in bold black outline on a Reference Plan of Statutory Right of Way certified by Robert M. Reese, B.C.L.S. on October 9, 2009 and filed in the New Westminster Land Title Office under No. BCP ~~42749~~ (herein referred to, respectively, as the "Lot 1 Right of Way Area" and the "Lot 9 Right of Way Area") for the purpose of creating the emergency access and evacuation route referred to in Recital D above on the condition that the Transferor will be responsible for and will pay all costs of maintaining and repairing the emergency access road to be constructed and maintained on Lot 9 and Lot 1.

H. At the request of the Transferee, the registered owners of Lot 2 have voluntarily agreed to grant to the Transferee a Statutory Right of Way over all that 667.3 m² portion of Lot 2 shown in bold black outline on a Reference Plan of Statutory Right of Way certified by Robert M. Reese, B.C.L.S. on October 9, 2009 and filed in the New Westminster Land Title Office under No. BCP ~~42749~~ (herein referred to as the "Lot 2 Right of Way Area") for the purpose of creating the emergency access and evacuation route referred to in Recital D above on the condition that the Transferor will be responsible for and will pay all costs of maintaining and repairing the emergency access road to be constructed and maintained on Lot 2.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of \$1.00 now paid by the Transferee to the Transferor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferor and the Transferee agree as follows:

1. The Transferor hereby grants to the Transferee and its officials, officers, employees, agents, workmen, contractors, nominees, permittees and all other persons acting for and on behalf of the Transferee, the full and free right, license, liberty and easement by way of statutory right of way in perpetuity to use, enter upon, go, pass, repass, labour, be or remain at any time and at their will, by day or by night, on, along and over all that that .236 ha portion of the Lands shown in bold black outline on a Reference Plan of Statutory Right of Way certified by Robert M. Reese, B.C.L.S. on October 20, 2009 and filed in the New Westminster Land Title Office under No. BCP ~~42749~~ 42744, a reduced true photocopy of which is attached hereto (hereinafter called the "Right of Way Area) for the following purposes:

- (a) to gain access and ingress to and egress from the Neighbouring Lands for fire and other emergency vehicles, equipment and personnel in the event of public emergency;

- (b) to create and provide an emergency access and evacuation route across the Lands and Neighbouring Lands connecting Sunnyside Road on the east to Heron Drive on the west for use in the event of public emergency by fire and other emergency vehicles, equipment and personnel and by members of the public;
 - (c) to operate, convey and transport emergency vehicles, equipment and personnel on, along and over the Right of Way Area in the event of public emergency;
 - (d) to evacuate persons and property on, along and over the Right of Way Area in the event of public emergency requiring such evacuation;
 - (e) to repair and maintain the Right of Way Area in a drivable condition suitable for the operation and passage of emergency vehicles and equipment as determined by the Transferee in its sole discretion;
 - (f) to enter onto and pass and re-pass over the Right of Way Area from time to time for the purposes aforesaid together with such vehicles, machinery and equipment as the Transferee may reasonably require to carry out the purposes aforesaid and other purposes and rights included and granted herein.
2. This Statutory Right of Way shall be construed as a covenant running with the Lands, provided however, that no part of the fee of the soil shall be vested in the Transferee by these presents.
3. The Transferee shall have quiet enjoyment of the rights hereby granted without disturbance, let or hindrance by any person, firm or corporation being the owners or occupiers from time to time of the Lands.
4. Except as provided herein, without the prior written consent of the Transferee, the Transferor shall not cause or permit:
- (a) open drains or ditches to be constructed across or along the Right of Way Area;
 - (b) any buildings, structures, vehicles or other obstructions of any kind to be erected, located or parked on or within the Right of Way Area, including without limitation, retaining walls or fences; or
 - (c) any trees, shrubs or other vegetation to be planted or grown within the Right of Way Area;

Save as aforesaid, the Transferor shall be entitled to use and maintain the Right of Way Area as a driveway or otherwise.

5. The Transferor, at the Transferor's expense, shall keep and maintain the Right of Way Area in a drivable condition to a standard as would a prudent owner, suitable for the passage of fire and other emergency vehicles, equipment and personnel and in particular, without limiting the foregoing, will keep and maintain the Right of Way Area free and clear of snow and any other hazard or obstruction that may slow or impede the passage of fire and other emergency vehicles, equipment or personnel. The Transferor shall perform its obligations hereunder in a proper and workmanlike manner and shall exercise appropriate control, care, skill and diligence.

6. The Transferor shall from time to time and at all times at the request and at the expense of the Transferee do and execute, or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyance and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.

7. The rights hereby granted to the Transferee shall include the right to clear the surface of the Right of Way Area from time to time.

8. This Statutory Right of Way and the terms, covenants and conditions herein contained shall enure to the benefit of and be binding upon the Transferor and the Transferee and their respective heirs, executors, administrators, successors and assigns.

9. Notwithstanding anything contained herein, the Transferor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Transferor ceases to have any further interest in the Lands.

10. The Transferor acknowledges and agrees that this Statutory Right of Way shall be registered as a charge against title to the Lands pursuant to the provisions of section 218 of the Land Title Act, R.S.B.C. 1996, c. 250.

11. Subject to paragraph 9, the Transferor covenants and agrees with the Transferee that the Transferor will indemnify and save harmless the Transferee and its officers, employees, agents and elected officials and their respective executors, heirs, successors and assigns from any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses that the Transferee may suffer or incur or be put to arising out of or caused by any breach of any covenant or agreement on the part of the Transferor contained in this Agreement or any related agreement.

12. The Transferee covenants and agrees with the Transferor that the Transferee will indemnify and save harmless the Transferor and its employees, agents, personal representatives, administrators, successors and assigns from and against all costs, losses, damages, suits, claims, demands and judgments against the Transferor and its employees, agents, personal representatives, administrators, successors and assigns for loss, damage and injury to the Transferee, its servants, agents, invitees, permittees, licensees and others by whatever cause, including death and any damage to or loss of property, except to the extent that such loss, damage or injury was caused by a breach of this Agreement by the

Page 7 of 9 pages

Transferor or by the negligence or willful act of the Transferor or of persons for whose conduct the Transferor is responsible.

page 9 of 9

Strata Property Act**FORM E****CERTIFICATE OF STRATA CORPORATION**

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)


Complete and file only the applicable form of certificate.

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266

The Owners, Strata Plan BCS 3635 certify that a resolution referred to in section 80 of the *Strata Property Act* was passed by the Owner Developer before the first conveyance of a strata lot to a purchaser pursuant to section 8 of the *Strata Property Act* and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution passed by the Owner Developer before the first conveyance of a strata lot pursuant to section 8 of the *Strata Property Act* and in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.

Owner Developer:
Countryside Village Ventures Ltd.,
by its authorized signatory:


Raymond Heung, President

END of DOCUMENT