Spagnuolo & Company
Real Estate Lawyers

Explanation of Statutory Right of Way
Registration Number BF263970 assignment of AB203301 and 284365C

Charge BF263970 is a partial assignment of 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 assigns the interest in a Statutory Right of Way, AB203301, from BC Gas Inc. to each of BC Gas and BC Hydro. AB203301 is itself an assignment of the original Statutory Right of Way, registered under 284365C, from BC Electric Company to BC Gas Inc. Assignment AB203301 was made during privatization of the gas industry in 1988.

The original charge (284365C) grants the right to install and maintain a pipe line through portions of the lands shown on an explanatory plan registered under numbers 20447 and 20938. The charge holder may also (a) clear the right of way of trees and other growth; (b) pass over the land to access the right of way area; and (c) install gates in fences that cross the right of way. The owner shall not build upon or otherwise obstruct the pipeline works.

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.

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92 JUL 13 12 13 BF263970

LAND TITLE OFFICE
NEW WESTMINSTER/
VANCOUVER

FORM I (SECTION 36)
MEMORANDUM OF REGISTRATION
Registered on application received on the day and time written hereon.
L. J. O'SHEA, Registrar of the Vancouver Land Title Office

Land Title Act

FORM C

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) Page 1 of 5 pages

1. **APPLICATION:**
(Mrs.) R.A. Vasquez, Agent for
B. C. Hydro and Power Authority
8th Floor, 333 Dunsmuir Street
Vancouver, B. C. V6B 5R3 Telephone: 623-4377

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:**
SEE SCHEDULE
(called "the land" in the attached Terms of Instrument - Part 2)

3. **NATURE OF INTEREST:**

Description	Document Reference	Person Entitled to Interest
Assignment of Statutory Right of Way AB203301	Entire Instrument Page 2 to 5	Transferee

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

(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ 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):** BC GAS INC., (Inc. No. 368681)

07/13/92 H6521f CHG FREE .00

6. **TRANSFEREE(S):** (Including postal address(es) and postal code(s))
BC GAS INC., (Inc. No. 368681), Box 12503, 23rd Floor, 1066 West Hastings Street, Vancouver, B.C., V6E 3G3; and
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
333 Dunsmuir Street, Vancouver, B .C., V6B 5R3; and

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.

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
Signature JGSchoberg	92	07	03	BC GAS INC.

JOHN GORDON SCHOBERG
A Commissioner for taking
Affidavits for British Columbia
#2300 - 1066 West Hastings Street
Vancouver, B.C. V6E 3G3

REOwen
Attorney - See P/A# AC224852
ROBERT EDWARD OWEN

HWong
Attorney - See P/A# AC224852
HOWARD RONALD WONG

(As to both signatures)

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 1979, c. 116, 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.

File No.: 2978 BCE Originator: RAV/nm Date: 92 06 08
Doc type: Assignment of Joint R/W

PACIFIC COAST
TITLE SEARCHES LIMITED

Land Title Act **FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
	92	06	11	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY by its Attorneys in Fact:

Signature

ALLAN GORDON BAXTER
Property Representative
A Commissioner for taking Affidavits
within the Province of British Columbia
B.C. Hydro and Power Authority
333 Dunsmuir Street
Vancouver, B.C.
V6B 5R3

HAJIME MAENO

DAMIAN JOSEPH DUNNE

~~DAVID PHILIP SHIPMAN~~

(DF Number AB112027)

APPROVED as to substance
Senior Land Solicitor
B.C. HYDRO

REGISTERED 4205

(As to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 1979, c. 116, 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.

Land Title Act **FORM E**

SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form or General Document form

2. (a) **PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**

011-175-320	Lot 1, Sec 20, Tp 39, NWD, Plan 77877;
008-308-969	Lot 4 except: part subdivided by Plan 77877, Sec 20, Tp 39, NWD, Plan 3350;
013-595-156	Fractional LS 8, Sec 19, Tp 39, NWD; and
013-595-172	Fractional LS 7, Sec 19, Tp 39, NWD

TERMS OF INSTRUMENT - PART 2

"Assignor" means the Transferor(s) as defined in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1;

"Assignees" means the Transferee(s) as defined in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1; and

"the land" means the land as defined in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

WHEREAS the Assignor has agreed to sell to the Assignees and the Assignees have agreed to purchase from the Assignor all the right, title, interest, privilege and advantage of, in and to the statutory right of way more particularly identified in the schedule hereto and the agreement by which it was granted.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by the Assignees to the Assignor (the receipt whereof the Assignor doth acknowledge) the Assignor doth grant, assign, transfer and set over unto the Assignees, each as to an undivided one-half interest therein, their successors and assigns, the said statutory right of way and the agreement by which it was granted and all the right, title, interest, privilege and advantage thereto, therein and thereof, to have and to hold the same unto and to the use of the Assignees forever subject to the terms, covenants and conditions in the said agreement contained.

AND the Assignees in consideration of the premises, and for themselves, their successors and assigns, promise and agree with the Assignor, and its respective successors and assigns, that they will, from and after the date hereof, take the assignment of the said statutory right of way subject to all and each of the covenants and conditions therein contained and made and entered into by the grantee in the said agreement mentioned, and will, from and after the date hereof, be bound by and keep and observe and perform the same in the same manner and to the same extent as if they had originally been bound by the said agreement mentioned, from and after the date hereof.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed on one or more pages.

SCHEDULE

That certain Statutory Right of Way Number AB203301, charging:

011-175-320	Lot 1, Sec 20, Tp 39, NWD, Plan 77877;
008-308-969	Lot 4 except: part subdivided by Plan 77877, Sec 20, Tp 39, NWD, Plan 3350;
013-595-156	Fractional LS 8, Sec 19, Tp 39, NWD; and
013-595-172	Fractional LS 7, Sec 19, Tp 39, NWD.

(hereinbefore referred to as "the land")

END OF DOCUMENT

Spagnuolo & Company
Real Estate Lawyers

Explanation of Subdivision Plan
Registration Number LMP41762

This charge is a Subdivision Plan. A subdivision plan is a document that is registered in the Land Title Office showing the creation of new smaller lots from one parcel. Essentially a Subdivision Plan represents pictorially the legal boundaries and dimensions of a surveyed parcel of land.

The originally subdivided lands are described in the heading to the plan.

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.

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SUBDIVISION PLAN OF LOT 1, SEC. 20, TP. 39, N.W.D, PLAN LMP38330

PLAN LMP 41762

VILLAGE OF ANMORE.

SCALE = 1:1000
20M 0 25 50M

"ALL DISTANCES ARE IN METRES"

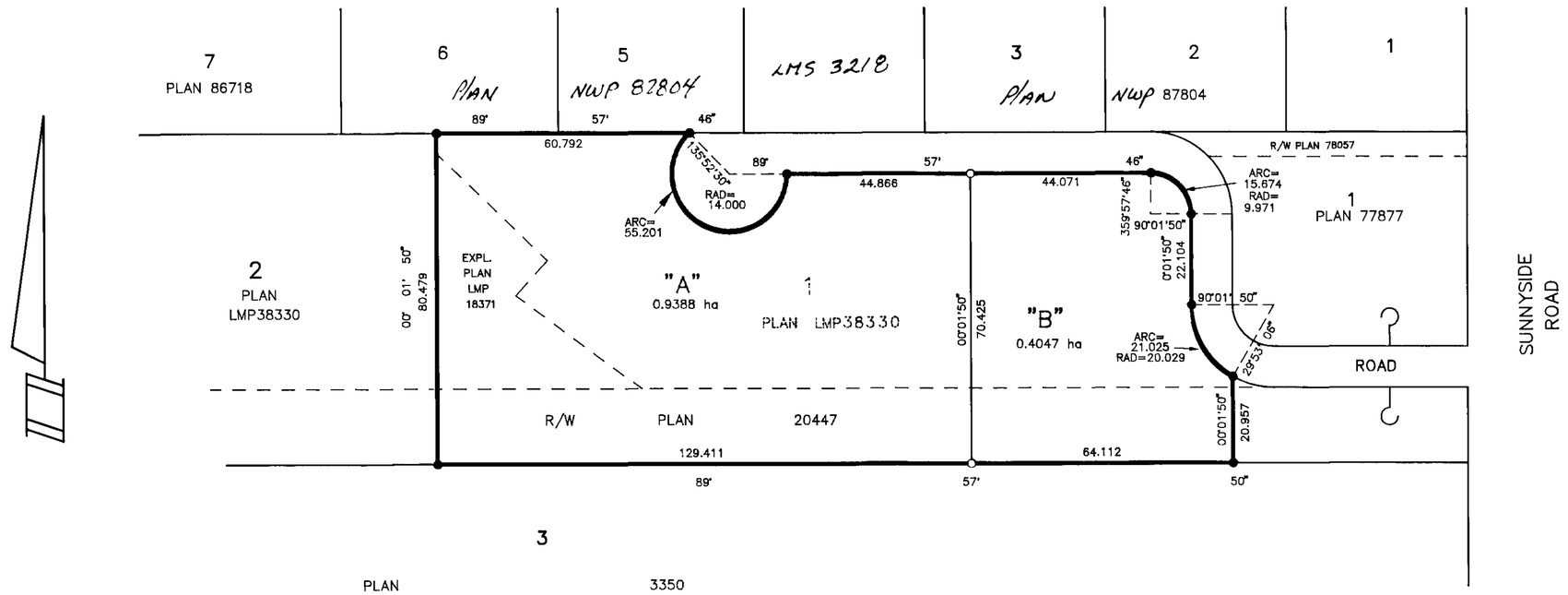
BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN LMP38330

LEGEND:
● STANDARD IRON POST FOUND.
O STANDARD IRON POST PLACED.

DEPOSITED IN THE LAND TITLE OFFICE AT NEW WESTMINSTER, B.C., THIS 16 DAY OF APRIL ,1999.

Jim Small-Lees.
DEPUTY REGISTRAR

REF. # BN92988



"THIS PLAN LIES WITHIN THE GREATER" VANCOUVER REGIONAL DISTRICT.

APPROVED UNDER THE LAND TITLE ACT THIS 11 DAY OF MARCH ,1999.

APPROVING OFFICER.
VILLAGE OF ANMORE.

R.K. Smurthwaite
ROBERT KENNETH SMURTHWAITE.
Karen-Ann Cobb
WITNESS
(PRINT NAME) KAREN-ANN COBB
2697 SUNNYSIDE ROAD
ANMORE BC V3H3C8
ADDRESS OF WITNESS
DEPUTY CLERK
OCCUPATION OF WITNESS

I, W.G. LAMMERTS, A BRITISH COLUMBIA LAND SURVEYOR, OF SURREY, BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 2nd DAY OF MARCH ,1999.

W. Lammerts
SURVEYOR

FILE NO. 99007SD

LAMMERTS LAND SURVEYING LTD.©
14649 – 108TH AVE.
SURREY, B.C.
584–6828

Spagnuolo & Company
Real Estate Lawyers

Explanation of Land (Spouse Protection) Act Charge
Registration Number CA5778392

This charge is a Land (Spouse Protection) Act Charge. This must be discharged prior to any transfer of the property.

A married spouse can apply for an entry against the title of the family home under the Land (Spouse Protection) Act. The entry will stop the property from being sold without the consent of the person who obtained the entry. The entry is subject to the following requirements:

- The parties must not be divorced at the time of the application.
- The entry only applies to property "occupied by the husband and wife as their residence," and which is owned by one or both spouses.
- The application must be made within one year of moving out of the property.

Note, the Act ceases to apply once a couple are divorced, which means that the entry, although still on title, would then be ineffective to prevent the transfer of the property.

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.

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FORM_17C_V12

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Jan-20-2017 13:17:08.001
LAND TITLE AND SURVEY AUTHORITY

CA5778392

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,

  and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Garry Gracey KD2L2C

c=CA, cn=Garry Gracey KD2L2C, o=Notary, ou=Verify ID at www.juricert.com/LKUP.cfm?id=KD2L2C

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

Smyth & Company
330-2755 Lougheed Highway
(604) 942-6560
File: Williams

Port Coquitlam BC V3B 5Y9

Document Fees: $71.58 Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

024-481-904 **LOT A SECTION 20 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN LMP41762**

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

LAND (SPOUSE PROTECTION) ACT CHARGE

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

PIETERNELLA ANNA WILLIAMS, HOMEMAKER

1026 MA MURRAY LANE
ANMORE BRITISH COLUMBIA
V3H 5G9 CANADA

Form A

I, PIETERNELLA ANNA WILLIAMS, of 1026 Ma Murray Lane, Anmore, in the Province of British Columbia, make oath and say:

(1) That my spouse, GREGORY WAYNE WILLIAMS and I, PIETERNELLA ANNA WILLIAMS, both of 1026 Ma Murray Lane, Anmore, in the Province of British Columbia, are the registered owners of all and singular

PID: 024-481-904
Lot A Section 20 Township 39 Land District 36 Plan LMP41762

(2) That I am the lawful spouse of GREGORY WAYNE WILLIAMS, of 1026 Ma Murray Lane, Anmore, in the Province of British Columbia.

(3) That on the land there is a dwelling that was last occupied by GREGORY WAYNE WILLIAMS and myself as our residence on January 10, 2016, and which I still occupy as my residence.

SWORN BEFORE ME at
Port Coquitlam, in the Province of
British Columbia,
on January 19, 2017

A Commissioner for taking affidavits
In British Columbia

PIETERNELLA ANNA
WILLIAMS

TARYNNE E. HOOVER
Barrister & Solicitor
330 - 2755 Lougheed Highway
Port Coquitlam, BC V3B 5Y9
Tel: 942-6560 Fax: 942-1347

Form B

Application for Entry

Date January 19, 2017.

I, TARYNNE E. HOOVER, solemnly declare that I am solicitor for PIETERNELLA ANNA WILLIAMS, and that PIETERNELLA ANNA WILLIAMS is entitled to an entry on the title to the land hereunder described, and make application under the *Land (Spouse Protection) Act* for entry.

The full name, address and occupation of the person entitled is:

PIETERNELLA ANNA WILLIAMS, Homemaker
1026 Ma Murray Lane
Anmore, BC V3H 5G9

Description of Homestead

PID: 024-481-904
Lot A Section 20 Township 39 Land District 36 Plan LMP41762

Documents in Support

Form A – Affidavit of PIETERNELLA ANNA WILLIAMS, sworn January 19, 2017

And I 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 and the *Canada Evidence Act.*

Declared before me this
January 19, 2017 at
Port Coquitlam in the Province
of British Columbia

TARYNNE E. HOOVER

Commissioner for taking Affidavits within
British Columbia

RAVINA SANDHU
Barrister & Solicitor
330 - 2755 Lougheed Highway
Port Coquitlam, BC V3B 5Y9
Tel: 604-942-6560 Fax: 604-942-134

Spagnuolo & Company
Real Estate Lawyers

Explanation of Statutory Right of Way
Registration Number BX341926 to BX341927

This charge 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 attached plan BCP18103, to construct and maintain watermains, culverts or any of them together with other ancillary fittings for the purpose of conveying or disposing water, gas or communication services. The owner shall trim or cut down trees or growth on the lands which obstructs the use of right of way area; and no excavation or installation of buildings, structures or other improvements is permitted within the right of way area without consent. The Municipality shall not bury any debris or rubbish and will carry out the works in a good and workmanlike manner.

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16 JUN 2005 09 25 BX341927

LAND TITLE ACT BX341926
09 25
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 10

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Drysdale Bacon McStravick, Barristers & Solicitors,
Suite 211 -- 1015 Austin Avenue
Coquitlam, B.C. V3K 3N9 DYE & DURHAM CLIENT No. 11061
SURVEY DEPT. Teresa Crowder

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
024-481-904	Lot A, Section 20, Township 39, NWD, Plan LMP41762
024-481-912	Lot B, Section 20, Township 39, NWD, Plan LMP41762

3. NATURE OF INTEREST:* DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way over Part shown on Plan BCP 18103	Pages 4 to 9	TRANSFEREE
Priority Agreement granting Statutory Right priority over Mortgage BP90176 Lot A only	Page 10	TRANSFEREE

OZ 05/06/16 09:27:23 04 LM 628237
CHARGE $129.50

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 to 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):*
Patrick Alan Hurley, Marcia Hurley (as to Lot A), Village of Anmore (as to Lot B) and Bank of Montreal (as to priority)

6. TRANSFEREE(S): **Village of Anmore**, 2697 Sunnyside Road, Anmore, B.C. V3H 5G9

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.

Officer Signature(s)	Execution Date Y M D	Party(ies) Signature(s)
BRIAN P. KAMINSKI Barrister & Solicitor #211 - 1015 Austin Avenue Coquitlam, B.C. V3K 3N9 Telephone: 604-939-8321	05 05 31	Patrick Alan Hurley Marcia Hurley

(as to both signatures)

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.

3/7

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y M D	Transferor/Borrower/Party Signatures
	05 06 9	Bank of Montreal, by its authorized signatories: Per: Print Name: Suzanne MacAvoy Print Name: Pat Lowe

BRIAN P. KAMINSKI
Barrister & Solicitor
#211 - 1015 Austin Avenue
Coquitlam, B.C. V3K 3N9
Telephone: 604-939-8321

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 Page 3

Officer Signature(s)	Execution Date Y M D	Transferor/Borrower/Party Signatures
KAREN-ANN COBB **Deputy Clerk - Anmore** **2697 Sunnyside Rd.** Anmore, B.C. V3H 3C8 A Commissioner for Taking Affidavits in the Province of British Columbia	05 06 13	**Village of Anmore** by its authorized signatories: Mayor Clerk HOWARD CARLEY, CLERK

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.

TERMS OF INSTRUMENT - PART 2
STATUTORY RIGHT OF WAY

THIS AGREEMENT made as of the 13 day of June, 2005.

BETWEEN:

As to Lot A:
Patrick Alan Hurley and Marcia Hurley
both having a mailing address of
2697A Sunnyside Road
Anmore, B.C. V3H 4Y6
and
As to Lot B:
Village of Anmore of
2697 Sunnyside Road
R.R. # 1, Anmore, B.C.
V3H 3C8

(the "Grantor")

AND:

Village of Anmore, a municipal corporation
having its offices at 2697 Sunnyside Road
Anmore, BC, V3H 5G9

(the "Village")

AS the Grantor is the registered owner of ALL AND SINGULAR that certain parcel of land situate in the Village of Anmore, in the Province of British Columbia, described in the Form C attached hereto (the "Lands").

AND AS Section 218 of the Land Title Act R.S.B.C. 1996, c. 250 provides that a person may and shall be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;

AND AS the Village requires and the Grantor has agreed to grant to the Village a Statutory Right-of-Way as herein provided for;

AND AS this Statutory Right-of-Way is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE in consideration of the premises, the sum of ONE ($1.00) DOLLAR, receipt of which from the Village is hereby acknowledged by the Grantor, and other good and valuable consideration, THE PARTIES AGREE AS FOLLOWS:

1. GRANTS OF RIGHT-OF-WAY

The Grantor grants in perpetuity to the Village the full, free and uninterrupted right, licence, liberty, easement and right of way, on and over that portion of the Lands (the "Right of Way Area") shown outlined in bold as prepared by Robert M. Reese, BCLS and dated May 6, 2005 as shown on Plan BCP 18103, a copy of which is attached hereto as Schedule "A", for

(a) the Village and its employees, servants, agents and invitees, to enter over, upon, under and through the Right of Way Area in order to

(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, 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 the "Works")

for the purpose of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electric energy, communication services, or any of them within the Right of Way Area;

(b) carry onto the Right of Way Area all materials and equipment required for any of the foregoing purposes;

(c) remove from the Right of Way Area and all parts thereof anything which in the opinion of the Village constitutes an obstruction to carrying out the Works or using the Right of Way for the purpose provided for in this Agreement;

(d) cross over the Lands for reasonable access to the Right of Way Area and 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 Village are incidental to the foregoing.

2. GRANTOR'S COVENANTS

The Grantor will:

(a) not do or permit to be done any act or thing which in the opinion of the Village 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, well, foundation, materials, embankment, retaining wall, fill, pavement, buildings, or other structures, or improvements, upon, over, under or through, the Right of Way Area;

(c) execute all further documents and things whatsoever for the better assuring unto the Village of the Right of Way Area hereby granted;

(d) permit the Village 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 Village constitutes or may constitute a danger to, or interfere with or obstruct access to or the permitted uses of the Right of Way Area or any part thereof;

PROVIDED THAT if the Grantor fails to comply with any of its covenants herein contained, the Village may take all action necessary to ensure compliance, including, without limitation, performing any act required to remedy the Grantor's breach and, in such event, the Village may require the Grantor to fully compensate it for all reasonable costs, charges and expenses incurred by it in its performance of any act required to remedy the Grantor's breach.

3. VILLAGE'S COVENANTS

The Village will:

(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 backfills;

(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 Area in a reasonably neat and clean condition; and

(e) insofar as it is practical, in the opinion of the Village, carry out the Works so as not to interfere with the drainage of the Lands;

(f) not be unreasonable in its opinions herein.

4. RELEASE

THE GRANTOR DOES HEREBY RELEASE AND FOREVER DISCHARGE THE VILLAGE from and against all manner 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 use by the Village of the Right of Way Area.

5. RESERVATION OF POWERS OF EXPROPRIATION

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

6. GENDER AND NUMBER

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. CHARGE ON LAND

Covenants herein contained run with the Lands, and upon registration this Agreement constitutes a charge on the Lands in favour of the Village.

8. PROPERTY IN WORKS

Notwithstanding any rules of law or equity to the contrary, the Works and all other equipment and appurtenances brought on to, erected upon, or buried in or under the Right of Way Area by the Village shall at all times remain the property of the Village, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the Village.

9. ENUREMENT

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

10. SEVERABILITY

If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

11. WAIVER

Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

12. GOVERNING LAW

This Agreement will be governed by and construed according to the law of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

RCVD: 2005-06-16 RQST: 2017-05-25 10.49.06
Doc #: BX341926
Status: Registered

STATUTORY RIGHT OF WAY PLAN OVER PORTIONS OF SECTION 20, TOWNSHIP 39, NEW WESTMINSTER DISTRICT

SCALE:1:750

All distances are in metres

PURSUANT TO SECTION 113, LAND TITLE ACT
B.C.G.S. 92G.036

Plan BCP 18103

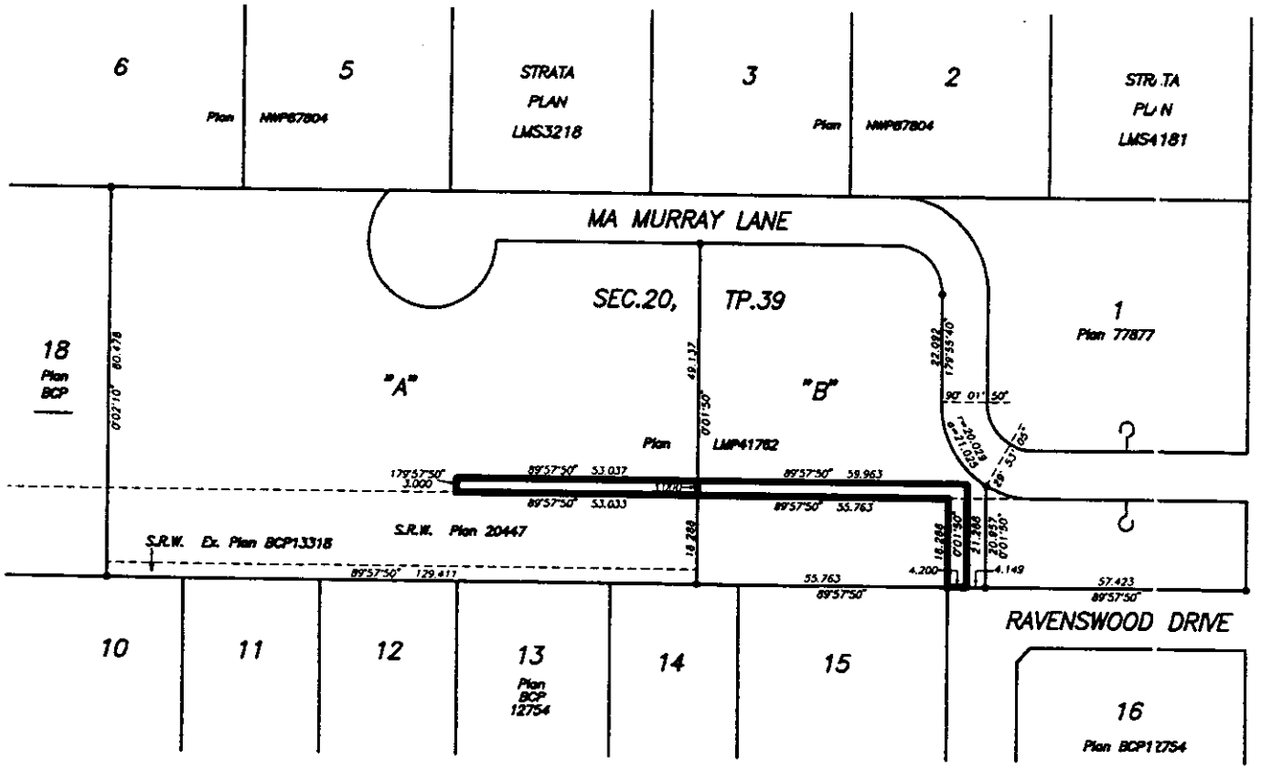
Deposited in the Land Title Office at New Westminster, B.C., this ... day of 2005

DEPUTY-REGISTRAR

REF. NO. _____

BOOK OF REFERENCE					
LOT	SEC.	TP.	DIST.	PLAN	AREA
A	20	39	N.W.D.	LMP41762	159.1 m²
B	20	39	N.W.D.	LMP41762	256.7 m²

SCHEDULE "A"



THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

I, Robert M. Reese, a British Columbia Land Surveyor, of Coquitlam in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The field survey was completed on the 5th. day of May, 2005.
The plan was completed and checked, and the checklist filed under ECP# 30990 on the 6th. day of May, 2005.

B.C.L.S.

VERNON C. GOUDAL & ASSOCIATES,
A DIVISION OF PAYONE
PROFESSIONAL LAND SURVEYING INC.
208 - 1120 WESTWOOD STREET
COQUITLAM, B.C., V3B 7N8
TEL: (604) 942-9510
FAX: (604) 464-8928
FILE #: G5636V

LEGEND :

- ● Indicates standard iron post found
- ○ Indicates standard iron post placed

Bearings are astronomic and derived from Plan LMP41762.
All distances are in metres.

MEMORANDUM AS TO INTEREST

Mortgage No. BP90176 registered against the Lands at the New Westminster/Vancouver Land Title Office on the 20th day of April, 2000 is called herein the "Interest".

CONSENT TO PRIORITY

The undersigned, being the holder of the Interest referred to in the memorandum above written, in consideration of $1.00 now paid to it by the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins in and consents to the granting of this statutory right of way and hereby covenants that this statutory right of way will bind the Interest in the Lands and will rank in priority upon the Lands over the Interest as if the statutory right of way had been registered prior to the Interest.

Dated at Port Moody, British Columbia this 9 day of June, 2005.

Signed, sealed and delivered by)
Bank of Montreal by its)
authorized signatory in the presence of:)

Name:)

Address: BRIAN P. KAMINSKI)
Barrister & Solicitor)
#211 - 1015 Austin Avenue)
Coquitlam, B.C. V3K 3N9)
Telephone: 604-939-8321)

Occupation)

Bank of Montreal,
by its authorized signatory:

Suzanne Mallroy

Pat Love

Print Name:

END OF DOCUMENT

Spagnuolo & Company
Real Estate Lawyers

Explanation of Statutory Right of Way
Registration Number BW420052

This charge 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 to access and use a portion of the lands, as shown on the attached right of way plan BCP13318, to facilitate public access to and egress from the lands and for the purpose of enjoyment of the right of way area as a public trail. The City may clear the right of way of anything it deems to interfere and shall maintain and monitor the use of the public trail upon the right of way in a good and workmanlike manner.

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.

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"we deliver peace of mind"

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LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

10 SEP 2004 15 15 BW420052

GENERAL INSTRUMENT - PART 1 *(This area for Land Title Office use)* *PAGE 1 of 8 Pages*

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Drysdale Bacon McStravick, Barristers & Solicitors
211 – 1015 Austin Avenue, Coquitlam, B.C., V3K 3N9
Telephone: (604) 939-8321
File Ref. No: D13193-9

Signature of Applicant's Agent, Brian P. Kaminski

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
024-481-904	Lot A, Section 20, Township 39, NWD, Plan LMP41762

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way over part on Plan LMP3318	Entire Document	Transferee

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

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

D.F. No. 04/09/10 15:16:04 06 LH 567873
CHARGE $64.75
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):*
Patrick Alan Hurley and **Marcia Hurley**

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s)):*
VILLAGE OF ANMORE, 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
	04	07	23	Patrick Alan Hurley
				Marcia Hurley

DONALD A. DRYSDALE
Barrister & Solicitor
#211 - 1015 Austin Avenue
Coquitlam, B.C. V3K 3N9
Telephone: 604-939-8321

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. 1979, c. 116, 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.

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT. 37

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
	04	07	27	**VILLAGE OF ANMORE, by its authorized signatories:**

KAREN-ANN COBB
Deputy Clerk - Anmore
2697 Sunnyside Rd.
Anmore, B.C. V3H 3C8

A Commissioner for Taking Affidavits in the Province of British Columbia

~~Mayor~~

Clerk HOWARD CARLEY, CLERK

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. 1979, c.116 to take affidavits for use in British Columbia and certifies the matters set out of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT made as of the 27 day of July, 2004.

BETWEEN:

Patrick Alan Hurley and Marcia Hurley
2697A Sunnyside Road
Anmore, B.C., V3H 4Y6

(hereinafter collectively called the "Grantor")

OF THE FIRST PART

AND:

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

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor owns certain lands and premises (the "Lands") in the Village of Anmore, Province of British Columbia, legally described as:

Parcel Identifier: 024-481-904
Lot A
Section 20
Township 39
New Westminster District
Strata Plan LMS41762

B. The Grantor has agreed to grant to the Grantee a statutory right of way to facilitate the access of the Grantee and the public to and through the Lands, the Grantor has agreed to grant for that purpose the statutory right of way hereinafter mentioned (the "Public Trail").

C. This statutory right of way is necessary for the construction, operation and maintenance of the Public Trail.

THIS AGREEMENT is evidence that in consideration of the sum of One Dollar ($1.00) now paid by the Grantee to the Grantor, and other good and valuable consideration (the receipt of which is hereby acknowledged) and of the mutual covenants and agreements herein set forth, the Grantor and Grantee covenant and agree, and the Grantor hereby grants to the Grantee, as follows:

1. Pursuant to s. 218 of the *Land Title Act* the Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way for the Grantee and its licensees, employees, agents, officials, contractors, and workers a statutory right of way and the unrestricted right to enter in, over and upon that portion of Lands outlined in heavy black on the Statutory Right of Way Plan prepared by Robert M. Reese, BCLS on the 19th day of July, 2004, in respect of the Lands deposited for registration, or registered, in the Land Title Office under number BCP 13318, a reduced copy of which forms Schedule "A" hereto ("Right of Way"), for:

(a) the purpose of constructing and installing the Public Trail upon the Right of Way and to remove, repair, operate, maintain or replace the Public Trail from time to time in the Grantee's discretion;

(b) the purpose of facilitating unobstructed access of the Grantee and the public to and through the Right of Way. Notwithstanding the foregoing, it is agreed that access for the public to and through the Right of Way shall be limited to foot traffic or by way of non-motorized vehicles and non-motorized equipment such as bicycles (i.e. no motorcycles, mopeds, all terrain vehicles, quads, etc); and

(c) all other things on the Right of Way as may be reasonably required in connection with the foregoing.

2. The Grantor shall:

(a) not do or permit to be done any act or thing which in the opinion of the Grantee may interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of, the Right of Way or the Public Trail;

(b) execute all further documents and things whatsoever for the better assuring unto the Grantee the Right of Way hereby granted; and

(c) permit the Grantee to peaceably hold and enjoy the rights hereby granted.

3. The Grantee shall and may peaceably hold the rights, liberties and right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4. The Grantor, upon every reasonable request and at the Grantee's costs, shall do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for better assuring to the Grantee the rights, liberties and statutory right of way hereby granted.

5. The Grantee shall construct, maintain and monitor the use of the Public Trail over, through, and upon the Right of Way in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Right of Way or to any improvements thereon.

6. If the Grantor defaults in observance or performance of its obligations hereunder, the Grantee, after 20 days' prior written notice to the Grantor specifying the defaults and at any time in case of emergency, may (but is not obliged to) rectify the default, and the Grantor shall pay to the Grantee, on demand, its reasonable costs in connection with so rectifying.

7. This Agreement shall be construed as running with the Lands but no part of the fee of the soil thereof passes to or is vested in the Grantee under or by this Agreement and the Grantee may fully use the Right of Way subject only to the rights and restrictions herein set forth.

8. The Grantee shall, after executed hereof by it at the expense of the Grantor, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Grantee or have been granted in favour of the Grantee.

9. Notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.

10. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

11. This Agreement runs with the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which he Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever.

12. The Grantee shall at all time and does hereby indemnify, save harmless, release and forever discharge the Grantor from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever, at law or in equity, whether known or unknown, including without limitation for injury to persons or property, including death of any person, directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Grantee in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Grantor, in which case the Grantor shall indemnify the Grantee pursuant to section 13.

13. The Grantor shall at all time and does hereby indemnify, save harmless, release and forever discharge the Grantee from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever, at law or in equity, whether known or unknown, including without limitation for injury to persons or property, including death of any person, directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Grantor in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Grantee, in which case the Grantee shall indemnify the Grantor pursuant to section 12.

14. Whenever it is required that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

(a) the Clerk of the Grantee or the Grantor, as the case may be, has been served personally, on the date of service; or

(b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide to the other party.

15. 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.

16. 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.

17. If any section, subsection, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

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

19. Notwithstanding anything contained herein, neither the Grantor named herein nor any future owner of the Lands or any portion thereof shall 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 Grantor named herein or any future owner ceases to have further interest in the Lands.

20. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the grantor may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

21. This Agreement shall be governed and construed according to the law of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

SCHEDULE "A"

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER A PORTION OF LOT "A", SECTION 20, TOWNSHIP 39, NEW WESTMINSTER DISTRICT, PLAN LMP41762

PURSUANT TO SECTION 99(1)(e), LAND TITLE ACT
B.C.G.S. 92G.036

SCALE: 1:1250

All distances are in metres

Plan BCP 13318

Deposited in the Land Title Office at New Westminster, B.C., this .... day of 2004

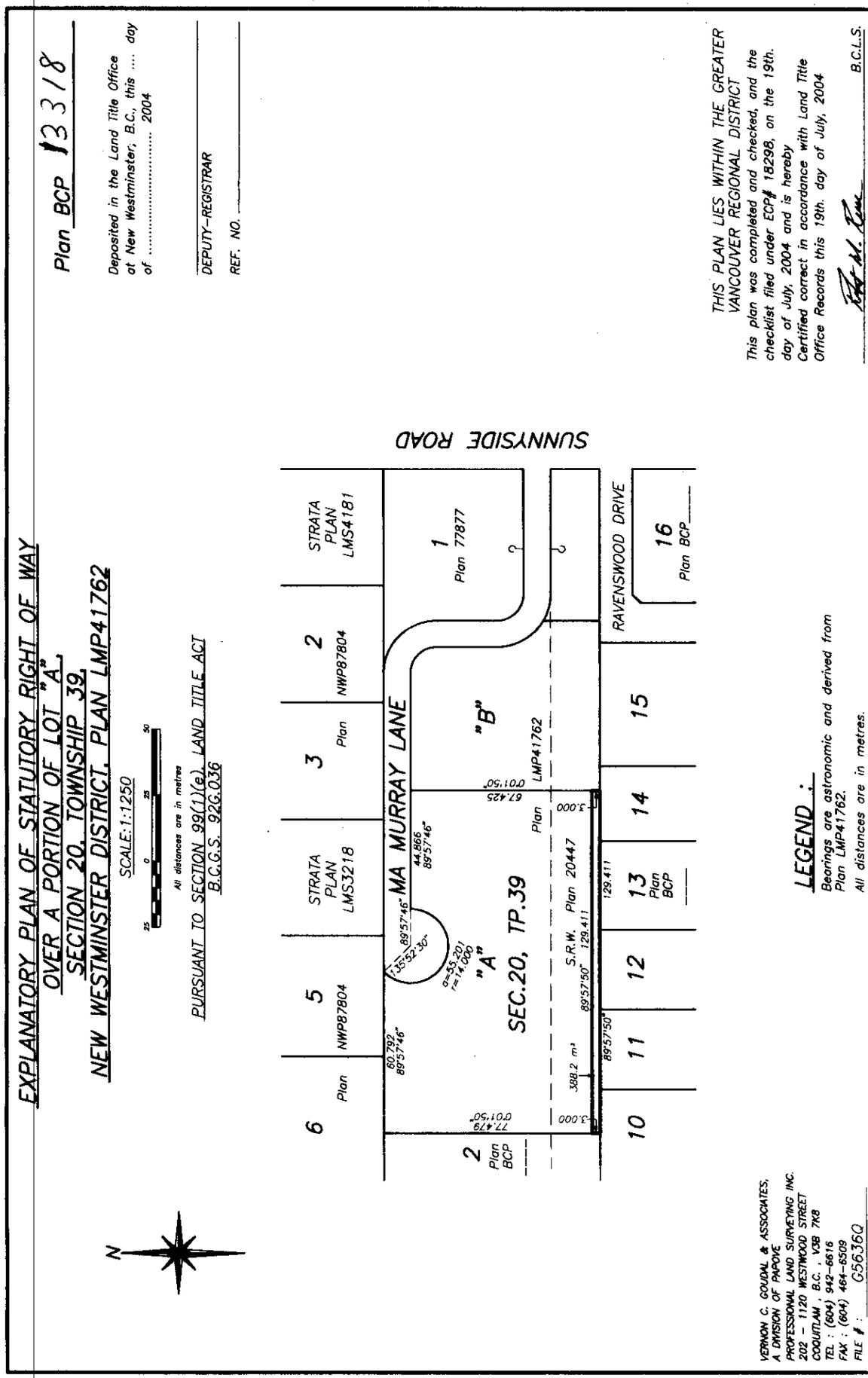
DEPUTY-REGISTRAR

REF. NO. _____

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

This plan was completed and checked, and the checklist filed under ECP# 18298, on the 19th. day of July, 2004 and is hereby Certified correct in accordance with Land Title Office Records this 19th. day of July, 2004

B.C.L.S.



LEGEND :

Bearings are astronomic and derived from Plan LMP41762.

All distances are in metres.

VERNON C. GOUDAL & ASSOCIATES,
A DIVISION OF PAPOVE
PROFESSIONAL LAND SURVEYING INC.
202 - 1120 WESTWOOD STREET
COQUITLAM, B.C., V3B 7K8
TEL : (604) 942-6616
FAX : (604) 464-6509
FILE # : C56360

END OF DOCUMENT

Spagnuolo & Company
Real Estate Lawyers

Explanation of Covenant
Registration Number BH299999

This charge is a Covenant. A Covenant generally imposes either a negative or positive condition on the property and often contains restrictions on building or other uses in favour of a municipality or the province.

This 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", so it will remain on title following the sale to a new purchaser/buyer. This means that the obligations under this charge will be binding on all future owners.

This charge is a "sewage disposal covenant" in favour of the Province. A sewage disposal area will be located on the lands in that area shown on the attached plan. The charge provides that there shall be no use of the area that would interfere with its use for sewage disposal; and no buildings, roads, structures or utilities (other than a sewage disposal system) shall be located within this area.

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.

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94 AUG 12 12 15 BH299999

LAND TITLE ACT
FORM C
(Section 219.9)
Province of
British Columbia

LAND TITLE OFFICE
NEW WESTMINSTER, B.C.

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 6 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Liz Wright, Conveyancer, KERFOOT, CAMERON & COMPANY, Barristers and Solicitors
314 - 9600 Cameron Street, Burnaby, B.C.
V3J 7N3 Tel: 421-7144

S. Clark
Agent for Applicant

2. Parcel Identifier and Legal Description of Land:*

(PID)	(Legal Description)
~~008-308-969~~	Lot "A" ~~Lot 4 except: Part subdivided by Plan 77877~~ Sec 20 Twp 39 NWD Plan ~~3350~~ LMP 18369

3/5

3. Nature of Interest:*

Description	Document Reference (page and paragraph)	Person Entitled to Interest
•Section 215 Covenant	Entire document	Transferee

08/12/94 E93101 CHARGE 50.00

SURVEY DEPT

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

(a)	Filed Standard Charge Terms	( )	D.F. No.
(b)	Express Charge Terms	(X)	Annexed as Part 2
(c)	Release	( )	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):*
ANMORE INVESTMENTS CO. LTD., (Inc. No. 253337) as to an undivided one-half interest and
ROBERT KENNETH SMURTHWAITE, as to an undivided one-half interest

6. Transferee(s):(including occupation(s), postal address(es) and postal code(s))*
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health, Simon Fraser Health Unit, 644 Poirier Street, Coquitlam, B.C. V3J 6B1

7. Additional or Modified Terms:
None

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(s) to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y M D	Party(ies) Signature(s)
WILSON LEE BARRISTER & SOLICITOR KERFOOT, CAMERON & COMPANY 314 - 9600 Cameron Street Burnaby, B.C. V3J 7N3	94 8 4	Anmore Investments Co. Ltd. by its authorized signatory: Robert K. Smurthwaite Name: Robert K. Smurthwaite

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. 1979, c. 116, 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)
	Y	M	D	
Name: Address: WILSON LEE BARRISTER & SOLICITOR KERFOOT, CAMERON & COMPANY 314 - 9600 Cameron Street Burnaby, B.C. V3J 7N3	94	8	4	ROBERT KENNETH SMURTHWAITE

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. 1979, c. 116, 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 TWO

WHEREAS:

A. ANMORE INVESTMENTS CO. LTD. (Incorporation No. 253337), of 314 - 9600 Cameron Street, Burnaby, B.C. V3J 7N3, the "Anmore Transferor", is the registered owner in fee simple of an undivided one-half interest in that real property located at 2697A Sunnyside Road, Anmore, B.C., and legally described as:

Parcel Identifier
Lot "A" Section 20 Township 39
New Westminster District Plan LMP 18369

(the "Lands").

B. ROBERT KENNETH SMURTHWAITE, Log Trader, of 2697A Sunnyside Road, Anmore, B.C., V3H 4Y6, , the "Smurthwaite Transferor", is the registered owner in fee simple of an undivided one-half interest in the Lands. (The Anmore Transferor and the Smurthwaite Transferor are hereinafter jointly referred to at the "Transferor".)

C. The Transferor is required to grant the covenants following to Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Health, Simon Fraser Health Unit, 644 Poirier Street, Coquitlam, B.C. V3J 6B1, the "Transferee".

D. By provisions of Section 215 of the *Land Title Act*, R.S.B.C. 1979, Chapter 219, there may be registered as annexed to any land, a condition or covenant in favour of the Crown and a Municipality that the land, or any specified portion thereof, is not to be built upon except in accordance with the covenant or is or is not to be used in a particular manner.

NOW THEREFORE the Transferor for himself, his successors and assigns, hereby covenants, promises and agrees with the Transferee pursuant to Section 215 of the *Land Title Act*, (being the intention of the parties hereto that the covenant herein contained shall be annexed to the Land) that:

1. The Transferor will not do or permit to be done any act or thing which would interfere with or obstruct the use of the Disposal Area, identified by the area outlined in bold on Explanatory Plan attached hereto as Schedule "A" for the purpose of sewage disposal or constructing, installing or placing a sewage disposal system.

2. The Transferor will not do or permit to be done any alteration, removal or disturbance of the soil in the Disposal Area including, without limiting the applicability of the foregoing, the Transferor will not construct, install, place or erect any buildings, structures, fixed equipment, mobile or modular homes, foundations, driveways, roads,

parking areas, or will not bury any pipes, conduits or utility service (except a sewage disposal system approved by the Transferee) in the Disposal Area.

3. The Transferor will indemnify and save harmless the Transferee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisors arising from any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.

4. (a) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee;

(b) Any waiver by the Transferee of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.

5. The terms, conditions, covenants and other provision of this Agreement will extend to, be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and assigns.

6. In this Agreement, the singular includes the plural and the masculine includes the feminine and body corporate, as the context applies.

7. This Agreement will be interpreted according to the laws of the Province of British Columbia.

8. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactments of the Province of British Columbia.

9. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

10. This Agreement runs with the Land and will be registered as a charge against the title to the Land under Section 215 of the *Land Title Act*.

11. This Agreement will not be modified or discharged except in accordance with the provisions of Section 215(5) of the *Land Title Act*.

12. Notwithstanding the generality of Clause 11, the Health Ministry as the holder of the charge will discharge this covenant in accordance with Section 215(5) of the

Land Title Act upon receipt of evidence satisfactory to the Health Ministry that all of the domestic sewage originating from the Land is being discharged into a public sewer and none of the domestic sewage originating from the Land is being discharged into a sewage disposal system on the Land.

13. Nothing contained or implied in this Agreement will prejudice or affect the rights, powers and remedies of the Transferee in the exercise of the Transferee's functions under any public or private statutes, regulations, by-laws or orders or in equity, all of which may be fully and effectively exercised by the Transferee in relation to the transferors, or the Lands as if this Agreement has not been made.

14. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.

EXPLANATORY PLAN OF PART OF LOT "A" SEC. 20 TP. 39 N.W.D. PLAN LMP _____.

VILLAGE OF ANMORE PURSUANT TO S 99 (1)(G) LTA

SCALE = 1 : 1000

BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN LMP _____.

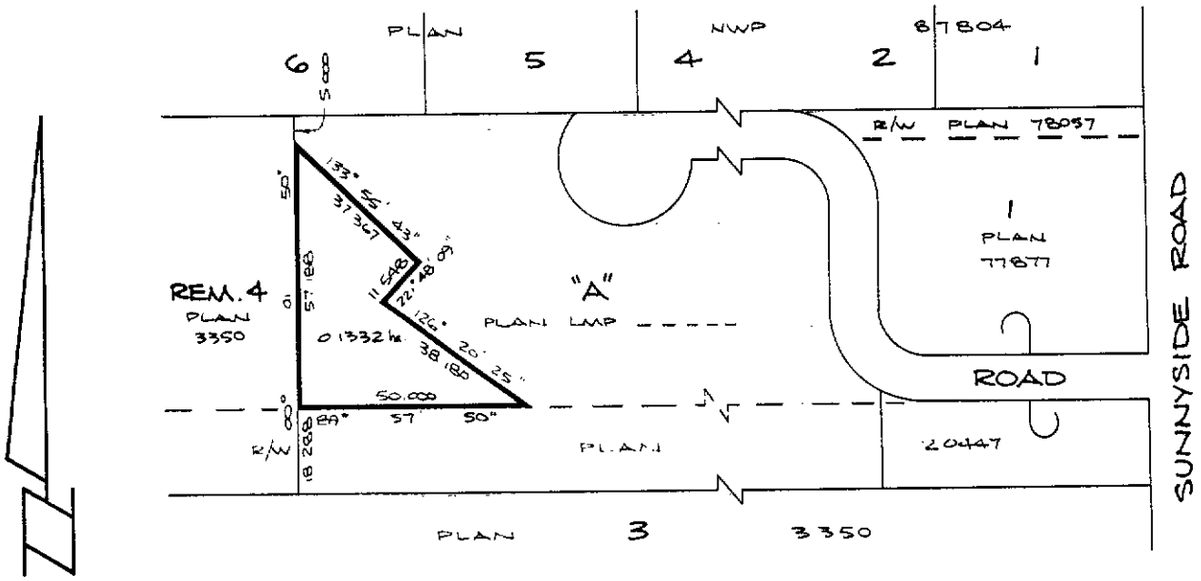
"ALL DISTANCES ARE IN METRES"

SCHEDULE "A"

PLAN LMP 18371

DEPOSITED IN THE LAND TITLE OFFICE AT NEW WESTMINSTER, B.C. THIS _____ DAY OF _____ 1994.

REGISTRAR



I W.G. LAMMERTS A BRITISH COLUMBIA LAND SURVEYOR OF SURREY BRITISH COLUMBIA CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 22ND DAY OF JUNE 1994.

"THIS PLAN LIES WITHIN THE GREATER" VANCOUVER REGIONAL DISTRICT.

END OF DOCUMENT

LAMMERTS LAND SURVEYING LTD.
B.C. LAND SURVEYORS