

U 5905
NEGATIVE

[REDACTED]

DATE

FILED

MEMO

See U5905

lm

See U5905

ITLCB

2
NEW WESTMINSTER, B.C.

LAND TITLE ACT
Form 1
(Section 151, 152 (1), 220)
APPLICATION

NOTE: Before submitting this application for interests under (1) and (2) applicants should check and satisfy themselves as to the law position, including laws of the Crown, Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:		MARKET VALUE:
(1) FEE SIMPLE	<input type="checkbox"/>	
(2) CHARGE	<input checked="" type="checkbox"/>	TRUE VALUE: nominal Statutory Right of Way and Mutual Easement Agreement NATURE OF CHARGE
(3) CANCELLATION OF CHARGE	<input type="checkbox"/>	
NATURE AND NUMBER OF CHARGE CANCELLED		

HEREWITH FEES OF: \$ 30.00

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if different than shown in instrument

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application: STUART E. WOOD, 1500 - 510 W. Hastings St., Vancouver, B.C. 689-3281

Signature of Applicant: *Stuart E. Wood*
STUART E. WOOD

LAND TITLE ACT
Form 1 (Section 98)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
S.A.P. Branchfield, Registrar
New Westminster Land Title Office

U 5905

U 5906

U 5907

JAN 25 12 01 '82
LAND REGISTRY OFFICE
NEW WESTMINSTER, B.C.

with Priority Agt
over mortgages
and Statutory
Right of Way
T66932
T98347
T102805
T103872

NEW WESTMINSTER
L.R.O. (B.C.G.)
AMOUNT PAID

25 JAN 82

THIS AGREEMENT DATED the 5th day of December, A.D., 1981.

BETWEEN:

HOY CREEK HOUSING CO-OPERATIVE, an association incorporated under the Cooperative Association Act of British Columbia, having its registered office at 1435 Kingsway, in the City of Vancouver, in the Province of British Columbia

(called herein "Hoy Creek")

OF THE FIRST PART

AND:

BOSA BROS. CONSTRUCTION LTD., a body corporate duly incorporated under the laws of the Province of British Columbia and having its place of business at 4585 East Hastings Street, in the Municipality of Burnaby, in the Province of British Columbia

(called herein "Bosa Bros.")

OF THE SECOND PART

AND:

DISTRICT OF COQUITLAM, 1111 Brunette Avenue, in the Municipality of Coquitlam, in the Province of British Columbia, V3K 1R8

(called herein the "Grantee")

OF THE THIRD PART

AND:

BANCORP FINANCIAL LIMITED, a body corporate, duly incorporated under the laws of Canada and is a continuing corporation under the laws of the Province of British Columbia, and having its registered office at No. 2600 - 650 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, WARDLEY REALTY LTD., a body corporate, duly incorporated under the laws of the Province of Ontario, registered extra-provincially British Columbia, where its registered office is at 1818 - 200 Granville Street, in the City of Vancouver, in the Province of British Columbia, and NORTH SHORE COMMUNITY CREDIT UNION, a company duly incorporated under the laws of the Province of British Columbia, having an office at Suite 301 - 1112 Lonsdale Avenue, in the City of North Vancouver, in the Province of British Columbia.

(called collectively herein "Bancorp")

OF THE FOURTH PART

AND:

CREDIT FONCIER, a company duly authorized to carry on business in the Province of British Columbia and having an office at 850 West Hastings Street, in the City of Vancouver, in the Province of British Columbia

(called herein "Credit Foncier")

OF THE FIFTH PART

WHEREAS Section 214 of the Land Title Act, R.S.B.C. 1979, Chapter 219 and amendments thereto provides that an easement known as a Statutory Right of Way created in favour of a Municipality may be registered and upon registration, constitutes a charge on the land in favour of the Municipality;

AND WHEREAS Hoy Creek is the registered owner of that certain parcel or tract of lands and premises situate, lying and being in the Municipality of Coquitlam, in the Province of British Columbia, and being more particularly known and described as:

Lot 59
South 1/2 of
District Lot 386
Group 1
Plan 62992, New Westminster District

(called herein "Lot 59")

AND WHEREAS Bosa Bros. is the registered owner of all and singular that certain parcel or tract of lands and premises, situate, lying and being in the Municipality of Coquitlam, in the Province of British Columbia, and being more particularly known and described as:

Lot 60
South 1/2 of
District Lot 386
Group 1
Plan 62992, New Westminster District

(called herein "Lot 60")

AND WHEREAS Bancorp is the registered owner of a Mortgage registered in the New Westminster Land Title Office, under No. T 66932, and as extended by an Extension of Mortgage Agreement registered in the New Westminster Land Title Office under No. T 98347, against Lot 60;

AND WHEREAS Credit Poncier is the registered owner of a Mortgage registered in the New Westminster Land Title Office under No. T 102805, against Lot 59;

AND WHEREAS the Grantee is the registered owner of a charge by way of a Right to Flood Agreement registered against Lot 59 in the New Westminster Land Title Office under No. T 103872;

AND WHEREAS the Grantee and Grantor require emergency vehicle access to Lot 59 and Lot 60, (called collectively herein the "Lands") and further the Grantee requires an easement for sewer, water supply and drainage purposes over a portion of the lands;

AND WHEREAS Hoy Creek and Bosa Bros. (called collectively herein the "Grantor"), being the registered owners in fee simple of the above noted lands, have agreed and consented to granting the Statutory Right of Way in favour of the Grantee;

AND WHEREAS the Statutory Right of Way is necessary for the operation and maintenance of the Grantee's undertaking.

AND WHEREAS a driveway will be constructed and installed along the boundary between Lot 59 and Lot 60 and for the purpose of such installation and construction and for the further purpose of maintaining and inspecting the driveway, Bosa Bros. and Hoy Creek have agreed on the mutual easements and Right of Way hereinafter defined.

AND WHEREAS to comply with municipal bylaws, certain loading bays on Lot 60 are to be for the sole benefit and use of Lot 59.

NOW THEREFORE, for certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and in consideration of the premises, it is hereby agreed as follows:

1. The Grantor hereby grants and conveys unto the Grantee the

full, free and uninterrupted right, liberty, right of way and easement for the Grantee, from time to time and at all times first to enter, use, labour, go, pass and repass along, over and upon all that portion (hereinafter called the "Right of Way") of the said lands more particularly known and described as follows:

That portion of Lot 59 and Lot 60 as shown within the heavy outline on the plan certified by J.J. Ward, B.C.S.S. on the 9th day of November, 1981, and deposited in the New Westminster Land Title Office under deposit number 63775.
(a reduced copy of which is attached hereto as Schedule "A")

and secondly, to dig up and remove the soil thereof, and to lay down, construct, install, operate, maintain, cover with soil, alter, relocate, enlarge, remove, repair, renew, inspect and replace over, through, under and upon the Right of Way, water mains, sewers, drains, ditches, manholes, pipes, culverts, or any of them or any other utility, with all necessary attachments and fittings (all of which are hereinafter collectively called "the said works") for the purposes of conveying, draining or disposing of water, sewage, liquid waste or any of them; and thirdly, to pass and repass with or without materials, supplies, vehicles or equipment along, over and upon the said lands for any of the purposes aforesaid; and fourthly, to pass and repass over and upon the Right of Way any emergency vehicles such as fire trucks, ambulances, police vehicles and the like; and fifthly, generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing;

2. The Grantor covenants and agrees with the Grantee:

- a) That the Grantor will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained, any obstruction, pit, well, foundation, pile of materials, embankment, fill, pavement, buildings, or other structures or installation upon, over or under the Right of Way without first obtaining the written consent of the Grantee;
- b) That the Grantor will not do or permit to be done any

act or thing which will interfere with or injure the said works or any part thereof or impair the operating efficiency thereof, or will obstruct access by the Grantee's servants, employees, agents, licensees, materials, supplies, vehicles or equipment to the said works or any part thereof;

c) That the Grantor will from time to time and at all times upon every request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed all such further and lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights, liberties, rights of way and easements hereby granted;

d) That the Grantee, on performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, rights of way and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor;

3. The Grantee covenants and agrees with the Grantor that the Grantee shall at all times, at its own cost, maintain and keep up the said works under the powers conferred by this easement in good repair and will indemnify the Grantor against any loss which may be suffered or sustained by him directly or indirectly arising from improper repair or non-repair of the said works;

4. It is mutually understood, agreed and declared by and between the parties hereto:

a) That notwithstanding anything herein contained there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers reserved to the

Grantee or enjoyed by it, by or under any act of the Legislature of the Province of British Columbia;

- b) That this Agreement shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents and that the Grantor may fully use and enjoy the Right of Way subject only to the rights and restrictions herein provided;
- c) That notwithstanding anything herein contained, the Grantor may fill and pave the Right of Way for purposes of access to the lands.

5. Bosa Bros. grants unto Hoy Creek, its successors and assigns, an easement over that portion of Lot 60 shown contained in the Right of Way (herein the "Hoy Creek Easement")

6. Bosa Bros. grants unto Hoy Creek the right, liberty and right of way to Hoy Creek, its servants, agents and invitees to use the Hoy Creek Easement solely for access and egress of persons and vehicles to and from Lot 59 and (further, Bosa Bros. grants this right, liberty and right of way over those portions of the Hoy Creek Easement shown within the heavy outline on the sketch plan attached hereto as Schedule ~~XXX~~ (herein the "Loading Bays") to the exclusion of itself, its successors and assigns, and Bosa Bros. acknowledges that it shall not have access or egress over the Loading Bays.)

7. The Hoy Creek Easement herein is declared to be appurtenant to and for the benefit of Lot 59.

8. Bosa Bros. covenants that it will not do or knowingly permit to be done any act or thing which might in any way whatsoever interfere with the Hoy Creek Easement conferred herein.

9. Hoy Creek grants unto Bosa Bros., its successors and assigns an easement over that portion of Lot 59 shown contained in the

*Accepted
as an
easement
not a lease
because
no definition
of time
as required by
lease law
20-1-87*

Right of Way (herein the "Bosa Bros. Easement").

10. Hoy Creek grants unto Bosa Bros. the right, liberty and Right of Way to Bosa Bros., its servants, agents and invitees, to use the Bosa Bros. Easement solely for access and egress of persons and vehicles to and from Lot 60.

11. The Bosa Bros. Easement herein is declared to be appurtenant to and for the benefit of Lot 60.

12. Hoy Creek covenants that it will not do or knowingly permit to be done any act or thing which might in any way whatsoever interfere with the Bosa Bros. Easement conferred herein.

13. It is mutually understood, agreed and declared by and between the parties that the Bosa Bros. and Hoy Creek Easements shall be construed as running with the Lands, that no part of the fee of the soil thereof shall pass to or be vested in the parties under or by virtue of these presents and that the parties may fully use and enjoy the easements subject only to the rights and restrictions herein provided.

14. Bosa Bros. and Hoy Creek do covenant and agree that they shall maintain the driveway, fire lane access and the turnaround contained in the right of way, and that the cost of maintenance and repair of the said driveway, fire lane access and turnaround (for which these mutual easements are granted), shall be borne by them in proportion to the area of the Right of Way over which they obtain the benefit of an easement. For further clarification the cost of maintenance and repairs will be shared as follows:

BOSA BROS.	-	14.53%
HOY CREEK	-	85.47%

15. Bancorp, in consideration of the payment of One (\$1.00) Dollar and other good and valuable consideration (receipt of which is hereby acknowledged), hereby agrees and consents to the

registration of the Statutory Right of Way and mutual easements herein granted in priority to its said Mortgage and extension thereto, registered under Nos. T 66932 and T 98347, respectively, and in the same manner and to the same affect as if the said Statutory Right of Way and mutual easements had been dated, granted and registered prior to the said Mortgage and extension thereto;

16. Credit Foncier, in consideration of the payment of One (\$1.00) Dollar and other good and valuable consideration (receipt of which is hereby acknowledged), hereby agrees and consents to the registration of the Statutory Right of Way and mutual easements herein granted in priority to its said Mortgage registered under No. T 102805 respectively, and in the same manner and to the same affect as if the said Statutory Right of Way and mutual easements had been dated, granted and registered prior to the said Mortgage;

17. The Grantee, in consideration of the payment of One (\$1.00) Dollar and other good and valuable consideration (receipt of which is hereby acknowledged), hereby agrees and consents to the registration of the Statutory Right of Way and mutual easements herein granted in priority to the Right to Flood Agreement registered against Lot 59 under No. T 103872, and in the same manner and to the same affect as if the said Statutory Right of Way and mutual easements had been dated, granted and registered prior to the said Right to Flood Agreement.

18. This Agreement shall be binding upon and enure to the benefit of the parties, their successors and permitted assigns.

19. Whenever the singular or the masculine is used herein, the same shall be construed in meaning the plural or feminine or the body politic or corporate where the context so requires, and where a party is more than one person, all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF this indenture has been executed under

the Common Seal of the parties hereto, in the presence of their duly authorized officers in that behalf, on the day and year first above written.

The Corporate Seal of
BOY CREEK HOUSING CO-OPERATIVE
was hereunto fixed in the
presence of:
Mr. R. D. Balan
AUTHORIZED SIGNATORY

The Corporate Seal of
BOSA BROS. CONSTRUCTION LTD.
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY

The Corporate Seal of
DISTRICT OF COQUITLAM
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY

The Corporate Seal of
BANCORP FINANCIAL LIMITED
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY

The Corporate Seal of
WARDLEY REALTY LTD.
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY

The Corporate Seal of
NORTH SHORE COMMUNITY CREDIT
UNION
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY

J. W. Sorn
The Corporate Seal of
CREDIT POWERS
was hereunto fixed in the
presence of:
[Signature]
AUTHORIZED SIGNATORY



