

LAND TITLE ACT
FORM 17
(SECTIONS 151, 154, (1) 220)
APPLICATION

X 41818

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

☐ FEE 28 APR 84 120/54 ☐ CANCELLATION OF CHARGE
Market Value LAND TITLE OFFICE True Value N/A Nature of Charge
NEW WESTMINSTER RIGHT-OF-WAY Number of Charge

Herewith fees of \$ 10.00 WITH PRIORITY OVER #W162972
Address of person to be registered as owner if different than shown in instrument

Full name of person entitled to cancellation

Legal description if not shown in instrument

Full name, address, telephone number of person presenting application PENNY MARTIN

CO GOODWIN & MARK

Lawyers & Solicitors
217-713 Columbia Street
New Westminster, B.C. V3M 1B2
Phone 621-5224

Penny Martin
Signature of Applicant, Solicitor/Agent

THIS INDENTURE made the 18th day of April, 1984.

BETWEEN:

WEST-CAP DEVELOPMENTS LTD., a company duly incorporated under the laws of the Province of British Columbia, and having its registered office situate at #217 - 713 Columbia Street, in the City of New Westminster, in the Province of British Columbia, V3M 1B2.

(hereinafter called the "Grantor")

OF THE FIRST PART:

AND:

04/26/84 D0604 CHG +VA 10.00
THE CORPORATION OF THE CITY OF PORT COQUITLAM, a Municipal Corporation under the "Municipal Act" of the Province of British Columbia, and having its Municipal Offices at 2272 McAllister Avenue, in the City of Port Coquitlam, in the Province of British Columbia, V3C 2A8.

(hereinafter called the "Grantee")

OF THE SECOND PART:

LAND TITLE ACT
Part 1 (Section 20)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
Registrar
New Westminster Land Title Office

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WHEREAS the Grantor is the owner in fee simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Port Coquitlam, in the Province of British Columbia, and being particularly known and described as:

- * Lots 4, 5, 10, 11, 12, 14, 15, 16 and 17
South West Quarter of Section 7 Township 40
New Westminster District, Plan 67777

(hereinafter referred to as "the said lands")

AND WHEREAS to facilitate the construction, improving, extension, alteration, repair, maintenance and operation of * works, the Grantor has agreed to permit the construction by the Grantee of the aforementioned works on the said lands, to grant for that purpose the Statutory Right-of-Way hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and for other valuable consideration the Grantor, for himself, his heirs, executors, administrators and assigns, does hereby give and grant unto the Grantee, its successors and assigns, a Statutory Right-of-Way and the full, free and unrestricted right liberty to construct and maintain the aforementioned works in, over and upon ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Port Coquitlam, in the Province of British Columbia, and being more particularly known and described as:

~~XXXXXXXXXXXXXXXXXXXX~~

- * Those parts of Lots 4, 5, 10, 11, 12, 14, 15, 16 and 17
of the South West Quarter of Section 7, Township 40
New Westminster District, Plan 67777

as shown in heavy outline on
~~XXXXXXXXXXXXXXXXXXXX~~ on Statutory
Right-of-Way Plan No. 67778

(hereinafter referred to as "the said
Statutory Right-of-Way")

Said Statutory Right-of-Way is essential to the operation and maintenance of the Grantee's undertaking.

AND for the purposes aforesaid to enter upon and have free and uninterrupted access at all times to the said Statutory Right-of-Way, with or without workmen, vehicles and equipment.

AND to enter upon and have free and uninterrupted access for the purpose of repairing, cleaning and otherwise servicing the aforementioned works, placed by the Grantee upon the said lands.

AND it is mutually understood and agreed by and between the parties hereto that this indenture shall be construed as a covenant running with the land.

AND HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

THE GRANTOR HEREBY AGREES that for the purpose of installing the works initially, the Grantee may enter upon an additional fifteen feet of the Grantor's property adjacent to the Statutory Right-of-Way.

THE GRANTOR HEREBY COVENANTS and agrees with the Grantee that the Grantor will not erect, place or maintain any building, structure, concrete driveway or concrete patio, on any portion of the Statutory Right-of-Way.

AND THAT the Grantor will not do or knowingly permit to be done any act or thing which will interfere with or injure the said works and in particular, will not carry out blasting on or adjacent to the Statutory Right-of-Way, without the consent in writing of the Grantee provided that such consent shall not be unreasonably withheld.

AND THAT the Grantor will not diminish nor increase the soil cover over any pipe installed in the Statutory Right-of-Way without leave in writing of the Grantee.

AND that the Grantor covenants and agrees with the Grantee that any and all chattels and fixtures installed by the Grantee on the said Statutory Right-of-Way shall be and shall remain chattels, any rule at law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee.

The Grantor covenants and agrees to allow the Grantee its agents and servants, to enter upon the said lands as aforesaid to install, repair, maintain, inspect, and service the said works, and shall not interfere in any way nor prevent any such person coming on the said land for such purposes.

The Grantee hereby covenants and agrees with the Grantor that the Grantee:

(a) will not bury debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;

(b) will thoroughly clean the site, raking up all rubbish and construction debris and leave the site in a neat and clean condition.

(c) will, as soon as weather and soil conditions permit, and insofar as it is practicable so to do, bury, maintain, repair, and/or replace and remove all underground works so as not to interfere unduly with the drainage of the land.

(d) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement, and renewal of the said works in a proper and workmanlike manner so as to do as little injury as possible; and,

IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Statutory Right-of-Way, and with respect only to that portion of the Statutory Right-of-Way of which the Grantor shall be seised or which he shall have an interest, but that the land shall, nevertheless, be and remain at all times charged therewith.

AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right-of-Way in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the said works.

ALL expenses incurred in the installation of the said works and for maintenance, replacement and repairs thereto, and in the performing of any and all covenants herein agreed to be performed by the Grantee shall be borne and paid for by the Grantee, and the Grantee covenants and agrees to indemnify and save harmless the Grantor, his successors and assigns, from any and all loss, damages or other expenses and in any way arising from or caused by anything done hereunder.

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IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

THE CORPORATE SEAL OF

WEST-CAP DEVELOPMENTS LTD.

was hereunto affixed in the presence
OF:

Title: *[Signature]*

Authorized Signatory

Title: _____

Authorized Signatory

(Grantor(s) sign here)

SIGNED, SEALED AND DELIVERED in the
presence of:

Witness _____

Address _____

Occupation _____

LAND TITLE ACT
FORM 6
(SECTION 46)
PROOF OF EXECUTION BY CORPORATION

I hereby certify that on the 24th
day of April 1984 at Port Coquitlam in
British Columbia, Ronald Arthur Freeman,
who is personally known to me, appeared
before me and acknowledged to me that he
is the authorized signatory of the
Corporation of the City of Port Coquitlam
and that he is the person who subscribed
his name and affixed the seal of the
corporation to the instrument, that he
was authorized to subscribe his name and
affix the seal to it, and that the
corporation existed at the date the
instrument was executed by the
corporation.

In testimony of which I set my hand
and seal of office at Port Coquitlam in
British Columbia this 24th day of April
1984.

[Signature]
B.R. Kirk,
A Commissioner for Taking
Affidavits for British Columbia

The Corporate Seal of the Grantee
was hereunto affixed in the presence
of:

[Signature]
Mayor - Authorized Signatory

[Signature]
City Clerk - Authorized Signatory

THE 1865

CONSENT TO GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS that the Mortgagee, Western Capital Trust Company for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Grantee to the Mortgagee (the receipt where if hereby acknowledged), hereby consents to the granting of the said Right-of-Way by the Grantor over the said lands hereinbefore set forth to the view that the said right-of-way shall be an encumbrance upon the within described property prior to the said Mortgage in favour of the Mortgagee in the same manner and to the same effect as if it had been dated and registered prior to the said mortgage.

IN WITNESS WHEREOF the Mortgagee has hereunto affixed its common seal on the 18TH day of APRIL, 1984 in the presence of its duly authorized officer in that behalf.

The common seal of WESTERN CAPITAL TRUST COMPANY was hereunto affixed in the presence of:

~~Frank~~
Battie M. Battley

S E A L

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LAND TITLE ACT

FORM 5

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify on the 19th day of April, 1984, at the
City of New Westminster, in the Province of British Columbia,
Arthur Joseph Ricard, who is personally known to
me, appeared before me and acknowledged to me that he/she is the
authorized signatory of WEST-CAP DEVELOPMENTS LTD.
and that he/she is the person who subscribed his/her name and affixed the
seal of the corporation to the instrument, that he/she was authorized to
subscribe his/her name and affix the seal to it and that the corporation
existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand at the City
of New Westminster, Province of British Columbia, this
19th day of April, 1984.

Joyce Grant

A Commissioner for taking Affidavits
for British Columbia.

LAND TITLE ACT

FORM 6

41818

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify on the 18th day of April, 1984, at the
City of Vancouver, in the Province of British Columbia,
DOUG WARK, who is personally known to

to me, appeared before me and acknowledged to me that he/~~she~~ is the
authorized signatory of WESTERN CAPITAL TRUST COMPANY

and that he/~~she~~ is the person who subscribed his/~~her~~ name and affixed the
seal of the corporation to the instrument, that he/~~she~~ was authorized to
subscribe his/~~her~~ name and affix the seal to it and that the corporation
existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand at the City
of Vancouver, Province of British Columbia, this
18th day of April, 1984

Secretary

A Commissioner for Taking Affidavits
for British Columbia.

FREDERICK L. SHARP
BARRISTER & SOLICITOR
#1825 - 555 BURNARD ST.
VANCOUVER, B.C. V7X 1J6