

BV267531

15 JUL 2003 11:24

BV267532

Land Title Act
FORM C
Section 233
Province of British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office Use) Page 1 of 10 pages

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

ANN KARDINER
Margaret Struik, Agent for City of Surrey
Client #011477
7452 - 132 Street
Surrey, B.C. V3W 4M7 501-5521



DYE & DURHAM CLIENT No. 11061

E-01-161 7800-0044-00

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

(PID)	(LEGAL DESCRIPTION)
010-303-146	Lot "C" Section 10 Township 2 New Westminster District Plan 17457

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
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<i>STATUTORY RIGHT-OF-WAY</i> over part shown on Explanatory Plan LMP50222 containing 265.2 m ² .	PAGES 4 - 8	TRANSFeree
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<i>PRIORITY AGREEMENT</i> Granting <i>BV 267531</i> priority over Mortgage BP22265.	PAGE 9	TRANSFeree
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02	03/07/15 11:24:39 04 LM	472358
CHARGE		\$110.00

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

- | | | |
|---------------------------------|-------------------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> | 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):

YUMIKO HIRAI, AS TO AN UNDIVIDED 1/2 INTEREST
JOHN MCCLURG, AS TO AN UNDIVIDED 1/2 INTEREST
CANADA TRUSTCO MORTGAGE COMPANY, (Incorporation No. 24065A) as to grant of priority

ORIGINAL

Y
3





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

CITY OF SURREY 14245 - 56th Avenue, Surrey, B.C. V3X 3A2

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 Transferors 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 PARTIES SIGNATURES

	Y	M	D	
 MURRAY A. BRAATEN P.O. BOX 11140 PHONE 682-6821 2010 - 1055 WEST GEORGIA STREET VANCOUVER, B.C. V6E 3P3 SOLICITOR	03	06	02	 YUMIKO HIRAI
 ROSALIND CLEROUX COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA #237 - 610 6TH STREET NEW WESTMINSTER, B.C. V3L 5V1 604-659-6225	03	06	23	CANADA TRUSTCO MORTGAGE COMPANY by its authorized signatory(ies)  (Print Name Below Signature) KATHARINE PLAWSKA SUPERVISOR _____ (Print Name Below Signature)

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 of 10 pages

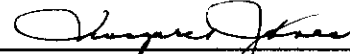
OFFICER SIGNATURE(S)	EXECUTION DATE	TRANSFEROR/BORROWER/ PARTY SIGNATURE(S)
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Y	M	D
03	07	11

CITY OF SURREY by its authorized signatories



DAVE MIHALECH, Manager
Realty Services



MARGARET JONES
Acting City Clerk



As to the signature of the ~~Acting~~ City Clerk

SUSAN PALMER
14245 - 56 Avenue
Surrey, B.C. V3X 3A2 591-4303
A Commissioner for taking Affidavits
for British Columbia

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 AGREEMENT is dated for reference the 11th day of JULY, 2003.

BETWEEN:

YUMIKO HIRAI
2419 – 128 Street
Surrey, BC V4A 3W2
AS TO AN UNDIVIDED ½ INTEREST

JOHN MCCLURG
1400 – 1130 West Pender Street
Vancouver, BC V6E 4A4
AS TO AN UNDIVIDED ½ INTEREST

(the "Grantor")

OF THE FIRST PART

AND:

CITY OF SURREY
14245 - 56th Avenue
Surrey, B.C., V3X 3A2

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of those certain parcels or tracts of land and premises, situate, lying and being in the City of Surrey, in the Province of British Columbia, and being more particularly known and described as:

Parcel Identifier: 010-303-146

Lot "C" Section 10 Township 2 New Westminster District Plan 17457

(the "Lands")

B. The Grantor has agreed to grant a statutory right-of-way as hereinafter defined for public rights of passage with or without vehicles and for the construction, extension, alteration, replacement, repair, upgrading, installation, protection, clearing, maintenance, operation, carrying out, use and servicing of works associated therewith (the "Works").

C. Pursuant to section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, a person may be able to create, by grant or otherwise in favour of a municipality a statutory right-of-way for any purpose necessary for the operation and maintenance of the Grantee's undertaking and registration of an instrument granting or otherwise creating a statutory right-of-way constitutes a charge on the Lands in favour of the Grantee and confers on the Grantee the right to use the Lands charged in accordance with the terms of the instrument, and the terms, conditions and covenants expressed in the instrument are binding on and take effect to the benefit of the Grantor and Grantee and their successors in title, unless a contrary intention appears.

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada and other good and valuable consideration now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged by the Grantor), the parties hereto hereby covenant, promise and agree with each other as follows:

1. The Grantor does hereby give and grant unto the Grantee forever but subject always to the provisions of paragraph 4 (e) hereof:
 - (a) the full, free and unrestricted right and liberty to enter in, over, under and upon that portion of the Lands shown in heavy black outline on Plan LMP50222 containing 265.2 square meters dated June 14, 2001, certified correct by G.A. Rowbotham, B.C.L.S., a copy of which is attached as Schedule "A" hereto (the "Statutory Right-of-Way Area") for the purpose of constructing, extending, altering, replacing, repairing, upgrading, installing, protecting, clearing, maintaining, operating, carrying out, using and servicing all or any part of the Works;
 - (b) the full, free and unrestricted right to enter upon and have free and uninterrupted access to and egress from the Statutory Right-of-Way Area at all times, with or without workmen, vehicles and equipment, for the purpose of constructing, extending, altering, replacing, repairing, upgrading, installing, protecting, clearing, maintaining, operating, carrying out, using and servicing all or any part of the Works;
 - (c) the full, free and unrestricted right to enter upon and have free and uninterrupted access to and egress from the Lands for the purpose of surveying, testing, repairing, cleaning, brushing, upgrading, and otherwise servicing all or carrying out all or any part of the Works; and
 - (d) the right to use the Statutory Right-of-Way Area for the purpose of public rights of passage with or without vehicles.

2. The Grantor hereby covenants and agrees with the Grantee that the Grantor shall not:
 - (a) erect, place or maintain any building or structure, driveway, patio, or plant any tree, hedge or shrubbery on any part of the Statutory Right-of-Way Area without first obtaining the consent, in writing, of the Grantee, such consent not to be unreasonably withheld;
 - (b) do or knowingly permit to be done any act or thing which will injure or interfere with the security or efficient functioning of the Works and, in particular, shall not carry out any blasting or excavating on or adjacent to the Statutory Right-of-Way Area, without first obtaining the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;
 - (c) damage the Works, and that if the Grantor does cause any damage to the Works, the Grantor shall forthwith repair the same to the satisfaction of the Municipal Engineer, or if the Grantee carries out the repairs, reimburse the Grantee for the costs thereof; and
 - (d) diminish nor increase the soil cover within the Statutory Right-of-Way Area without first obtaining the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld.
3. 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 Statutory Right-of-Way Area, raking up all rubbish and construction debris and leave the Statutory Right-of-Way Area in a neat and clean condition;
 - (c) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the Works in a proper and workmanlike manner; and
 - (d) will repair any damage to the Statutory Right-of-Way Area occasioned by use of the Statutory Right-of-Way Area by those legally entitled to such use.
4. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
 - (a) the covenants and agreements herein contained shall be construed as running with the Lands;
 - (b) the Grantor shall not be liable under any of the covenants and agreements herein contained where such liability arises by reason of an act or omission occurring after the Grantor ceases to have any further interest in the Lands;

- (c) any and all chattels and fixtures installed by the Grantee on the Statutory Right-of-Way Area shall be and shall remain chattels and shall belong solely and exclusively to the Grantee;
- (d) nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of their functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed;
- (e) the Grantee will release and discharge this Agreement at such time as alternate access becomes available as a result of the northerly extension of the proposed north-south lane (which will immediately adjoin the Statutory Right-of-Way Area to the east) to connect to the westerly extension of 57th Avenue, at such time as such extension occurs;
- (f) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives and assigns;
- (g) the Grantor shall 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 including acts necessary to effect an assignment pursuant to subparagraph 4 (n) or acts necessary to obtain priority of this Agreement over financial charges which may be registered against the Lands in the Land Title Office;
- (h) the Grantor covenants and agrees to obtain from any prospective purchaser, leaseholder, tenant and other transferee of the Lands referred to herein, an agreement to be bound by terms of this Agreement;
- (i) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require;
- (j) if there is more than one Grantor the obligations of the Grantor are joint and several;
- (k) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right-of-Way Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to and egress from the Works;
- (l) waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party;
- (m) if any section, subsection, sentence, 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 shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement; and

- (n) this Agreement or any of the rights conferred by this Agreement upon the Grantee may be assigned in whole or in part by the Grantee without the consent of the Grantor.

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MCS 4/25/03 3:08 PM

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

**CHARGE IN FAVOUR OF CANADA TRUSTCO MORTGAGE COMPANY
REGISTERED UNDER MORTGAGE BP22265.**

CONSENT

CANADA TRUSTCO MORTGAGE COMPANY, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration (the receipt of which is hereby acknowledged), **hereby joins in and grants** to the registration of the within Agreement priority over our interest in the said lands and covenants and agrees that the same shall be binding upon its interest in or charge upon the said lands and shall be an encumbrance upon the said lands prior to the above noted charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

EXECUTIONS: SEE PART I

PLAN LMP 50222

DEPOSITED IN THE LAND TITLE OFFICE AT
NEW WESTMINSTER, B.C.
THIS DAY OF 2001

DEPUTY REGISTRAR

THIS PLAN LIES WITHIN THE
GREATER VANCOUVER
REGIONAL DISTRICT

SCHEDULE A

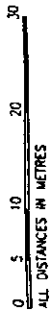
CERTIFIED CORRECT ACCORDING TO THE LAND
TITLE OFFICE RECORDS THIS 14th DAY
OF JUNE 2001
G.A. Rombold
B.C.L.S.

Phone 531-4067 Fax 531-5811
204 - 15585 24th Avenue, Surrey, B.C. V4A 1J4

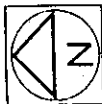
EXPLANATORY PLAN OF STATUTORY RIGHTS OF WAY OVER PORTIONS OF
LOT "C", SECTION 10, TOWNSHIP 2, N.W.D., PLAN 17457

PURSUANT TO SEC. 99 (1) (e) L.T.A.

SCALE - 1:500

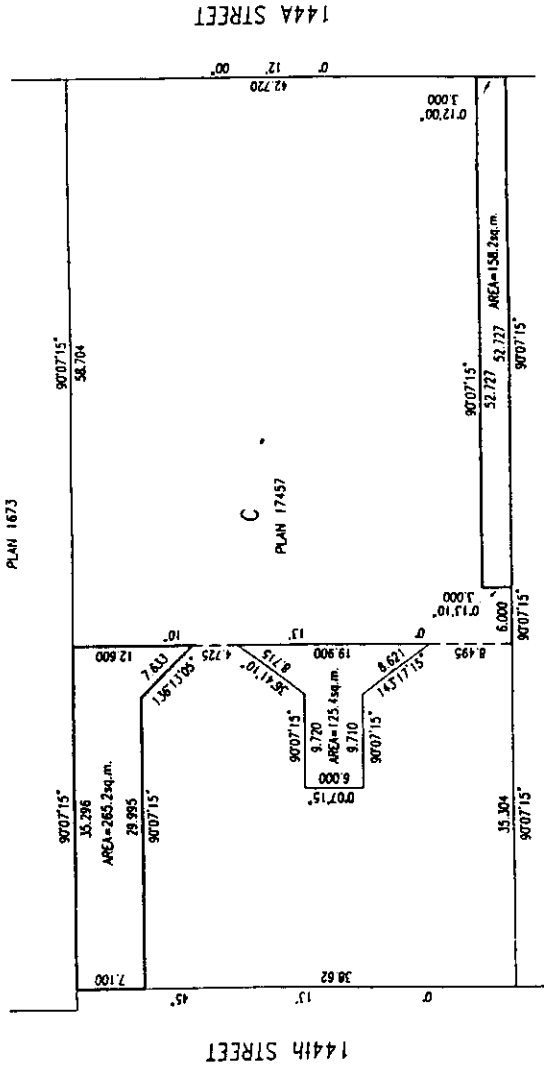


ALL DISTANCES IN METRES



BCCS 97C 006

N. 140' OF LOT 1
PLAN 1673



END OF DOCUMENT

REM. B
PLAN 12875

LEGEND

BEARINGS ARE ASTRONOMIC AND ARE
DERIVED FROM PLAN 17457
sq.m. INDICATES SQUARE METRES

FILE NO. 15429EX OLSEN & ASSOCIATES - BRITISH COLUMBIA LAND SURVEYORS