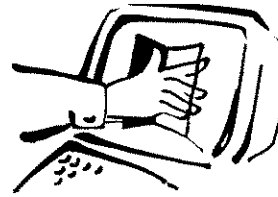


BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL

REQUESTED: 2008-01-24 16:18

CLIENT NAME: DR. ALI ASI
ADDRESS: 20180 WANSTEAD STREET
APLE RIDGE BC V2X 1H8

PICK-UP INSTRUCTIONS:

USER ID: PA52179 APPLICATION NO.: AD114976 NW PAGES: 010
ACCOUNT NO.: 881610
REFERENCE NO.: D88234 FOLIO NO.:

REMARKS:

BC OnLine Land Title Fax Service

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited.

The bylaw and common property sheets attached to strata plans have been repealed. Information regarding the bylaws and/or dealings affecting the common property of strata plans must be obtained from the general index and/or common property index on ALTOS. Refer to the BC OnLine user guide for access information.

DEPOSITED

AD114976

27 APR 1990 21

LAND TITLE ACT NEW WESTMINSTER

FORM 17
[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 tax position, including taxes of the Crown Provincial, a municipality and Improvement, Water and Irrigation Districts.

04/27/90 A5695d CHG NOM 35.00

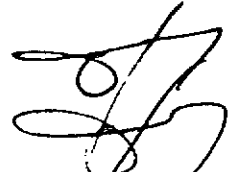
NATURE OF CHARGE: STATUTORY RIGHT OF WAY
with priority over Y104063

TRUE VALUE: NOMINAL

HEREWITH FEES OF: \$35.00

Full name, address, telephone number of person presenting application:

DAVID R. WAY,
Barrister & Solicitor,
302 - 566 Lougheed Highway,
Coquitlam, B.C.
V3K 3S3
937-7791


SIGNATURE OF APPLICANT, OR
SOLICITOR, OR AUTHORIZED AGENT

LEGAL DESCRIPTION:

City of Port Coquitlam

P.I.D.

Lot 1
Section 7
Township 40
New Westminster District
Plan 85222

LAND TITLE ACT
Form 1 (Section 35)
MEMORANDUM OF REGISTRATION
Registered on April 27, 1990 at the
the day and at the New Westminster
New Westminster Land Title Office

AD 114970

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114976

STATUTORY RIGHT OF WAY

This Indenture made the 31st day of July, 1989.

BETWEEN:

WAYNE JACOB PENNER, Transport Driver, and
SUSAN MARGARET PENNER, Office Clerk, both of
4064 Toronto Street, Port Coquitlam,
British Columbia, V3C 6N5;

(hereinafter called the "Grantor")

OF THE FIRST PART;

AND:

SRW
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 2580 McAllister Avenue, in the City of Port
Coquitlam, in the Province of British Columbia, V3C 2A8.

(hereinafter called the "Grantee")

OF THE SECOND PART;

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 more particularly described as:

Lot 1 Section 7 Township 40 New Westminster District
Plan 85222

(hereinafter called the "Lands");

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~~X~~

AND WHEREAS to facilitate the construction, improving, extension, alteration, repair, maintenance, and operation of storm drainage 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 THEREFORE 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:

All that portion of:

Lot 1 Section 7 Township 40 NWD Plan 85222

included within the BLACK outline on Statutory

Right-of-Way Plan No. 85225

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

Said Statutory Right-of-Way is essential to the operation and

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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.~~ *W.P. J.P.*

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.

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

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

W. R. WAY
Mayor - Authorized Signatory
#302 - 503 LOCUSTED HWY.
COQUITLAM, B.C.

(As to both signatures)

Wayne Jacob Penner
WAYNE JACOB PENNER

Susan Margaret Penner
SUSAN MARGARET PENNER

The Corporate Seal of the
Grantee, the Corporation of
the City of Port Coquitlam
was hereunto affixed in the
presence of:

Mayor - Authorized Signatory

Clerk - Authorized Signatory

P 4,483 cb
Disk #221
89.07.11

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=====

CONSENT AND PRIORITY
AGREEMENT OF CHARGEHOLDERS

=====

Rel AD 75824

THE ROYAL BANK OF CANADA, a body corporate, having its Head Office in the City of Toronto, Province of Ontario, the holders of a registered charge by way of Mortgage filed under number Y104063 over the lands described, consents to the registration of the within the Statutory Right of Way in favour of the the City of Port Coquitlam and agrees that it shall have priority over our said charge.

WITNESS:

THE ROYAL BANK OF CANADA
by its lawful attorneys

PROOF OF EXECUTION BY CORPORATION

I hereby certify that on the 23rd day of August 1987 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 23rd day of August 1987.

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

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114976
?

INFORMATION

☐ FILE ☒ DOCUMENT ☐ PAGE _____

☐ _____

☐ NOT AVAILABLE AT TIME OF FILMING.

☐ DOES NOT EXIST.

☐ OVERSIZE ☒ PLAN ☐ POOR QUALITY
NOT SUITABLE FOR FILMING, REFER TO: Survey DEPT.

☐ THE FOLLOWING DOCUMENT IS OF POOR QUALITY,
ALSO RETAINED IN HARD COPY, REFER TO: _____



PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

**EXPLANATORY PLAN OF
STATUTORY RIGHT OF WAY
OVER LOT 1 OF SECTION 7
TOWNSHIP 40 PLAN
NEW WESTMINSTER DISTRICT**

**PURSUANT TO SECTION 39(1)(C) OF LAND TITLE ACT
FOR STORM DRAINAGE PURPOSES ONLY**

CITY OF PORT COQUITLAM

SCALE: 1 CM = 5 M (1:500)

10 5 0 20 40

ALL DISTANCES ARE IN METRES

**LEGEND: BEARINGS ARE ASTRONOMIC
DERIVED FROM PLAN**

SQ.M. DENOTES SQUARE METRES

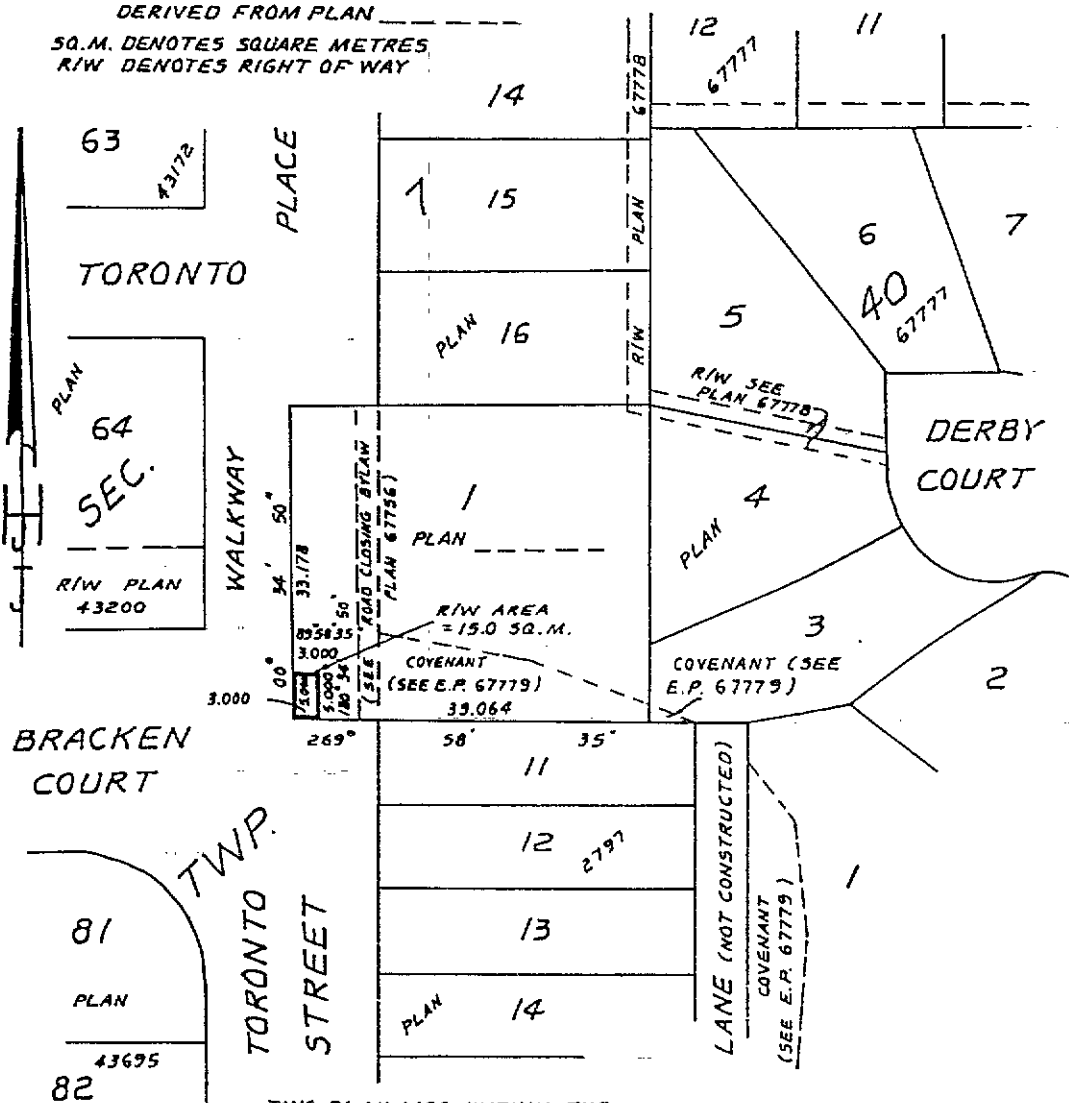
R/W DENOTES RIGHT OF WAY

PLAN 85225

DEPOSITED IN THE LAND TITLE
OFFICE AT NEW WESTMINSTER, B.C.
THIS DAY OF 1989

REGISTRAR

REF.



**THIS PLAN LIES WITHIN THE
GREATER VANCOUVER REGIONAL DISTRICT**

HELGE JACOBSEN
PROFESSIONAL B.C. LAND SURVEYOR
2116 SALISBURY AVENUE
PORT COQUITLAM, B.C.
V3B 1Y1
TEL. 941-7727

FILE: B-89-5584-6

CERTIFIED CORRECT ACCORDING TO
LAND TITLE OFFICE RECORDS THIS
2 DAY OF JUNE 1989

Helge Jacobsen
(SIGNATURE OF SURVEYOR)

10(ETD)

114976

DATED: July 1989

BETWEEN:

WAYNE JACOB PENNER
SUSAN MARGARET PENNER

AND:

CORPORATION OF THE
CITY OF PORT COQUITLAM

STATUTORY RIGHT OF WAY

DAVID R. WAY LAW OFFICE
Barrister & Solicitor
302 - 566 Lougheed Highway
Coquitlam, B.C.
V3K 3S3
937-7791

Disk #221
P 4,483 cb
89.07.11