



Attachment # 2

Form C – N3645 Statutory Right of Way B



1. Application

**GREATER VANCOUVER SEWERAGE AND DRAINAGE
DISTRICT
4515 CENTRAL BOULEVARD METROTOWER III
BURNABY BC V5H 0C6**

Applicant: Fred Kozier
File: S410-065 (250 sqm, blue areas)
Phone: 604 218 8186

2. Description of Land

PID/Plan Number	Legal Description
009-207-732	LOT 86 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 28208 SECONDLY: PART SUBDIVIDED BY PLAN 37542 THIRDLY: PART SUBDIVIDED BY PLAN LMP8088 SUBURBAN BLOCKS 4 AND 13 PLAN 24862

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY COVENANT		part in EPP146448

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF NEW WESTMINSTER

6. Transferee(s)

**GREATER VANCOUVER SEWERAGE AND DRAINAGE
DISTRICT
4515 CENTRAL BOULEVARD METROTOWER III
BURNABY BC V5H 0C6**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**GREATER VANCOUVER SEWERAGE
AND DRAINAGE DISTRICT**
By their Authorized Signatory

**Renato Jadrijevic, Manager Real
Estate Services**

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF NEW WESTMINSTER
By their Authorized Signatory

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner of the lands more particularly described in Item 2 of the Form C hereto (the "Lands");
- B. The Transferee is a corporation created by an Act of the Legislature of the Province of British Columbia whose objects are stated in the *Greater Vancouver Sewerage and Drainage Act*, S.B.C. 1956, c.59;
- C. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250 enables the Transferor to grant in favour of the Transferee a statutory right of way;
- D. The Transferee has existing statutory right of way registered on title to the Lands under document numbers BL61579 (the "Existing SRW");
- E. This instrument is not intended to modify the Existing SRW;
- F. The Transferor has agreed to grant to the Transferee a statutory right of way through, under and across those two portions of the Lands shown in heavy outline on the explanatory plan of statutory right of way deposited in the Land Title Office under number EPP146448 and containing a combined total area of 250 square metres (the "Right of Way Area");
- G. The Transferee has been designated by the Surveyor General pursuant to Section 219(3)(c) and Section 219(14) of the *Land Title Act* as a person authorized to receive a covenant under Section 219 of the *Land Title Act*;
- H. The Transferor has agreed to grant the Transferee a covenant under section 219 of the *Land Title Act* to secure the covenants of the Transferor herein; and
- I. It is necessary for the operation and maintenance of the Transferee's undertaking to obtain the statutory right of way and Section 219 covenant in this instrument.

NOW THEREFORE in consideration of \$10 paid by the Transferee to the Transferor and for other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the parties hereto agree as follows:

1. The Transferor hereby grants and conveys to the Transferee, its successors and assigns in perpetuity the full, free and uninterrupted easement and right of way (the "**Right of Way**") for the Transferee, its servants, employees, agents and licensees at all times:

(a) to enter and work upon, use, go, and to pass and repass (with or without equipment, machinery, vehicles, personnel, and materials) along, over and upon the Right of Way Area;

(b) to dig and remove and to cover up and deposit soil of the Right of Way Area and to lay down, construct and install sewerage and drainage works (the "Works"), including without limiting the foregoing, to lay down, construct and install within the Right of Way Area, additional sewerage and drainage works adjacent to such works which may have already been installed and such appurtenances, connection and ancillary works as may be necessary for the Works, and to operate, maintain, alter, enlarge, repair, extend, renew, remove, inspect, clean, protect and replace the Works and for such purpose to make such excavation and do such work and construction as may be necessary;

(c) to clear any trees, or other vegetation, buildings, structures, foundations, improvements or obstructions from the Right of Way Area, which, in the opinion of the Transferee, may interfere with any of the rights granted to the Transferee herein; and

(d) to do all things necessary or incidental to the business and undertaking of the Transferee in connection with the Works,

and further, the Transferor hereby grants to the Transferee a Section 219 covenant pursuant to the *Land Title Act* to secure on the Lands in perpetuity the Transferor's covenants and agreements under this instrument.

2. The Transferee will do the work that it is entitled to do under this instrument in a workmanlike manner so as to do as little injury as practicable to the surface of the Lands, the Right of Way Area and any improvements, and upon completion of any work that it is entitled to do under this instrument will restore the surface of the Lands, the Right of Way Area and any improvements as nearly as possible to the condition they were in prior to the commencement of such work.

Section 219 Covenant

3. The Transferee hereby consents to the Transferor constructing and maintaining certain improvements within the Right of Way Area and Lands consisting of at grade pavement or at grade inter-locking paving bricks (collectively the “**Approved Improvements**”) as illustrated on Site Plan A101 prepared by HCMA and attached hereto as Appendix A, provided that:

- (a) the Transferor ensures that the Approved Improvements are designed to appropriate specifications, the construction of such works are supervised, and ground subsidence is monitored, by a Professional Engineer registered in the Province of British Columbia, all at the expense of the Transferor;
- (b) the Transferor is solely responsible for maintaining the Approved Improvements and ensuring, at all times, that the Approved Improvements are safe for use; and
- (c) in the event that the Transferee damages or disturbs the surface of the Lands or the Approved Improvements in the exercise of its rights under this instrument, the Existing SRW or any other charge it may have on title to the Lands, the Transferee will have no obligation to repair or replace the surface of any part of the Lands that may have been disturbed by the Transferee in the exercise of its rights under this instrument or any other charge it may have registered on title to the Lands, and any costs attributed to any such repair or replacement of any part of the Lands will be the responsibility and liability of the Transferor.

4. Notwithstanding that the Transferee is entitled to use and improve the Right of Way Area in accordance with this instrument, the Transferee will not be required to contribute to the costs to maintain, repair or replace the surface of the Right of Way Area.

5. With the exception of the Approved Improvements, the Transferor will not:
- (a) excavate or dig any well, hole, trench, ditch or excavation of any kind or nature;
 - (b) erect, build, construct or place any building, structure, erection, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, trees, plants or thing of any kind or nature; or
 - (c) place or remove any soil or other material of any kind or nature,

on, in, under, through or over the Right of Way Area without the prior written consent of the Transferee, which consent will be at the sole discretion of the Transferee.

6. The Transferor covenants and agrees to execute a priority agreement in favour of the Transferee in the event of any mortgage charges being registered on title that may be in priority to this charge.

7. If the Transferor does any of the acts referred to in breach of Section 5, in addition to any other right or remedy it has, the Transferee may: (i) if the Transferor fails to remedy the breach within 30 days after written notice thereof to the Transferor to remedy; or (ii) immediately, in the event of an emergency (as determined in the sole discretion of the Transferee), do all things necessary to remedy the breach without any liability for damages and for such purpose may enter upon the Right of Way Area. If the Transferee requests, the Transferor will forthwith pay to the Transferee all reasonable costs, charges and expenses to which the Transferee may be put by reason of a breach of Section 5.

8. Except as provided in this instrument nothing will be interpreted so as to restrict or prevent the Transferor from using the Right of Way Area in a manner that does not interfere with the security or efficient functioning of or unobstructed access to and over the Works and the Right of Way Area.

9. The Transferor will not do or permit to be done anything which will interfere with or impair or obstruct the Transferee's access to, along, on and egress from the Right of Way Area

by the Transferee and all persons entitled under this instrument to have access on, in, under, through or over the Right of Way Area.

10. The Transferor will not grant to any person, firm or corporation:

(a) an easement or statutory right of way over the Right of Way Area; or

(b) any other interest in land over the Right of Way Area which would in the opinion of the Transferee, reasonably exercised, adversely affect the Right of Way or the Transferee's rights under this instrument,

without first obtaining the express written consent of the Transferee.

11. The Transferee may peaceably enjoy the Right of Way granted by this instrument without hindrance or interruption by the Transferor or any person, firm or corporation claiming by, through, under or in trust for the Transferor.

12. All chattels and fixtures installed by the Transferee on, in, under or through the Right of Way Area will be and remain chattels notwithstanding any rule of law to the contrary and will belong solely to the Transferee.

13. The covenants and agreements herein will charge the Lands pursuant to Sections 218 and 219 of the *Land Title Act*, as applicable, and will run with the Lands and will not be personal or binding on the parties hereto except during such time as the parties hereto will have any interest in the Lands or the Right of Way Area and only in respect of such portion of the Lands or the Right of Way Area in which the parties have an interest but the Lands will nevertheless be and remain at all times charged therewith.

14. This instrument will enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of the parties wherever the context so admits.

15. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

16. If any provision of this instrument is determined by any court of competent jurisdiction to be illegal or unenforceable that provision will be severed from this instrument and the remaining provisions will continue in full force and effect.

Appendix A – Site Plan A101 Prepared by HCMA

APPENDIX A - SITE PLAN A101 PREPARED BY HCMA

MC BRIDE BOULEVARD

CUMBERLAND STREET

EAST SIXTH AVENUE

EAST SIXTH AVENUE

JUSTICE INSTITUTE PARKING

PROPOSED BUILDING

FOR PARKING LOT SEE
LANDSCAPE & CIVIL
DESIGN.

SITE PLAN LEGEND:

	PROPERTY LINE		EXISTING BUILDINGS TO BE DEMOLISHED POST CONSTRUCTION
	SETBACK LINE		METRO SEWER PIPE
	SITE BOUNDARY		EXISTING BUILDINGS TO REMAIN
	METRO LINE RIGHT OF WAY		METRO VANCOUVER'S ACCESS AREA AROUND HWY AND HWY
	FIRE TRUCK ACCESS		METRO VANCOUVER'S ACCESS AREA TO ROW

SITE PLAN NOTES:

1. For parking stall sizes, aisle widths, and stall type statistics please refer to Civil submission sheet C09.
2. Note: In accordance with the Zoning bylaw, Long Term Bicycle Parking Stalls to be provided on site (location, design and size to be determined), Long term bicycle parking will be designed by others to comply with the requirements as outlined in the Zoning Bylaw and Development Variance Permit (DVP 00663).

1 SITE PLAN
1 : 300

Copyright reserved. These drawings and the design contained therein or which may be inferred therefrom are, and at all times remain, the exclusive property of HCMA Architecture + Design (HCMA). HCMA holds the copyright and ownership in the said drawings, which cannot be used for any purpose without the express written consent of HCMA.

HCMA Architecture + Design 400 • 675 West Hastings Street Vancouver, BC V6B 1N2 Canada T 604.732.6620

