

LAND TITLE ACT
FORM C
(Section 233)

Province of
British Columbia

BV254191

4 JUL 2003 12 37

BV254192

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 6 pages

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

THE CORPORATION OF THE DISTRICT OF
WEST VANCOUVER
750 - 17TH Street
West Vancouver BC V7V 3T3
Ph: (604) 925-7099

File: 1135-06-03-006

02 03/07/04 12:35:20 04 LM 470348

Agent for Applicant, Terry Tasa

CHARGE \$110.00

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
009-167-510

(LEGAL DESCRIPTION)
Lot 2 South 1/2 of District Lot 1064 Plan 11075
Subject to Certificate of Pending Litigation BL92392

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way over Part in Plan BCP <u>6025</u>	Entire Instrument	Transferee
Priority Agreement granting Statutory Right of Way <u>BV254191</u> priority over Mortgage BK130328 (see BM97290) modified by BM298416	Page 5	Transferee

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

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release 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):*

LI TEO (Statutory Right of Way) and PATRICIA BALDWIN LIM (as to priority)

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


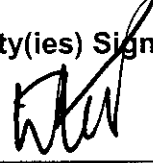

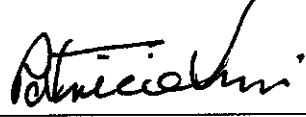
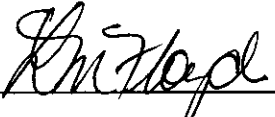
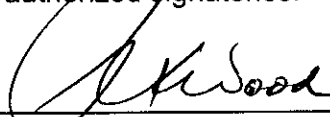
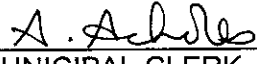
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17th Street
West Vancouver, B.C. V7V 3T3

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature
	Y	M	D	
	03	07	02	 LI TEO
 LESLIE C. HIBBERT BARRISTER & SOLICITOR #1 - 11575 BRIDGEPORT ROAD RICHMOND, BC V6X 1T5 PHONE: (604) 273-9111	03	07	02	 PATRICIA BALDWIN LIM
 LYNDA FLOYD Commissioner for taking Affidavits for British Columbia 750 17th Street, West Vancouver, BC V7V 3T3	03	07	03	THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER by its authorized signatories:  MAYOR RON WOOD
(as to both signatures)				 MUNICIPAL CLERK

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.

UTILITIES**TERMS OF INSTRUMENT - PART 2****STATUTORY RIGHT OF WAY****WHEREAS:**

A. This document is dated for reference purposes the 26th day of June, 2003;

B. In these terms of instrument:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER is referred to as the "Grantee";

LI TEO is referred to as the "Grantor";

C. The Grantor is the registered owner of the lands described in Part 1 to this General Instrument (the "Lands");

D. The Grantee has asked the Grantor to grant to it a statutory right of way (the "Right of Way") through, under, over, across and upon that portion of the Lands more particularly described as:

All that portion of the Lands which contain 205 square metres, as shown outlined in heavy black line on a Reference Plan of Statutory Right of Way prepared by William R. Chapman, B.C.L.S. and dated June 24th, 2003, a print of which is attached hereto as Schedule "A".

(the "Right of Way Area")

for the purpose of constructing, maintaining and operating a municipal utility system including water, storm and sanitary sewers and fire hydrants (the "Municipal Works") which Right of Way is necessary for the operation and maintenance of the Grantee's undertaking;

E. The Grantor has agreed to grant to the Grantee the Statutory Right of Way on the terms and conditions contained in this agreement.

WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), now paid by the Grantee to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. The Grantor grants to the Grantee, its successors and assigns, the full, free and uninterrupted right, liberty and passage in perpetuity, by its servants, agents, contractors and licensees, to enter upon the Right of Way Area at any time and with such vehicles, mechanical equipment or other tools as in the opinion of the

Grantee's Director of Operations may from time to time be necessary for the purpose of constructing, maintaining or replacing the Municipal Works and in order to accomplish the same the Grantee may do all digging, filling or refilling and all excavating or removing soil, rock, gravel, vegetation or other matter, and laying and installing pipes, mains, house connections and all necessary and usual appurtenances thereto through, under, across and upon the Right of Way Area as the Grantee thinks necessary in order to construct, use and maintain the Municipal Works, and may from time to time thereafter enter upon the Lands for the purpose of inspecting, cleaning, repairing, maintaining, placing, removing or stopping up any pipes, manholes or house connections, and for the purpose of gaining access to any contiguous Right of Way on any lands adjoining the Right of Way.

2. The Grantee shall be entitled to hold the Right of Way hereby granted by the Grantor unto the Grantee, its successors and assigns, forever.
3. The Grantor for themselves, their heirs, successors and assigns, but not so as to be personally liable after they shall have parted with title to the Lands, covenants with the Grantee and its successors and assigns that they will not interfere with or damage any of the Municipal Works and will not at any time hereafter build or place any building or other structure upon any part of the Right of Way Area or place or remove any earth or other fill material from or upon any part of the Right of Way Area or plant trees or shrubs upon any part of the Right of Way Area or in any way build or place something that interferes with the Grantee's access to and use of the Right of Way Area without the prior written consent of the Grantee.
4. The Grantor reserves the right to reasonable access to the Right of Way Area and should the Grantee disturb the surface of the Right of Way Area, the surface so disturbed shall as soon as possible be restored to substantially the same condition as it was in previously, or to a grassed condition, at the option and expense of the Grantee.
5. Without limiting paragraph 4, the Grantor, with intent to bind themselves, their heirs, successors and assigns, hereby authorizes the Grantee, or its servants or agents at any time hereafter, to enter upon the Right of Way Area for the purpose of removing, at the expense of the Grantor, any building, structure, fill, earth, trees or shrubs placed thereon by the Grantor, and to charge any necessary expense thereby incurred against the Lands.
6. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

PRIORITY AGREEMENT

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750
– 17th Street, West Vancouver, BC V7V 3T3**

(the "Subsequent Chargee")

AND:

**PATRICIA BALDWIN LIM, #32, 6000 Barnard Drive, Richmond, BC
V7C 5P7**

(the "Prior Chargee")

WHEREAS:

- A. Li Teo (the "Owner") is the owner of that parcel of land and premises located in the Municipality of West Vancouver and legally described as Parcel Identifier: 009-167-510, Lot 2, South 1/2 of District Lot 1064, Plan 11075 (the "Land");
- B. The Owner (or his predecessor in title) granted the Prior Chargee a mortgage which is registered against the title to the Land in the Vancouver/New Westminster Land Title Office under numbers BK130328 (see BM97290) and modified by BM298416 (the "Prior Charge");
- C. On the 4th day of July, 2003 the Owner granted the Subsequent Chargee a Statutory Right of Way which is registered against the title to the Land in the Vancouver/New Westminster Land Title Office under number BV254191 or which will be registered concurrently with this Agreement (the "Subsequent Charge");

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar now paid by the Subsequent Chargee to the Prior Chargee, the receipt and sufficiency of which are hereby acknowledged, the Prior Chargee does hereby grant to the Subsequent Chargee priority over the Prior Charge and the Prior Chargee hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interest of the Subsequent Chargee shall rank ahead of the Prior Charge as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee hereto has executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

EXPLANATORY PLAN OF
EASEMENT OVER PART OF
LOT 2, SOUTH 1/2 OF
DISTRICT LOT 1064

GROUP ONE, NEW WESTMINSTER DISTRICT

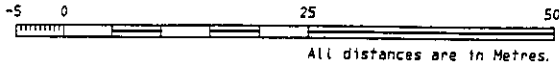
PLAN 11075

BCGS 92G035

SCALE 1: 500

PLAN BCP 6025

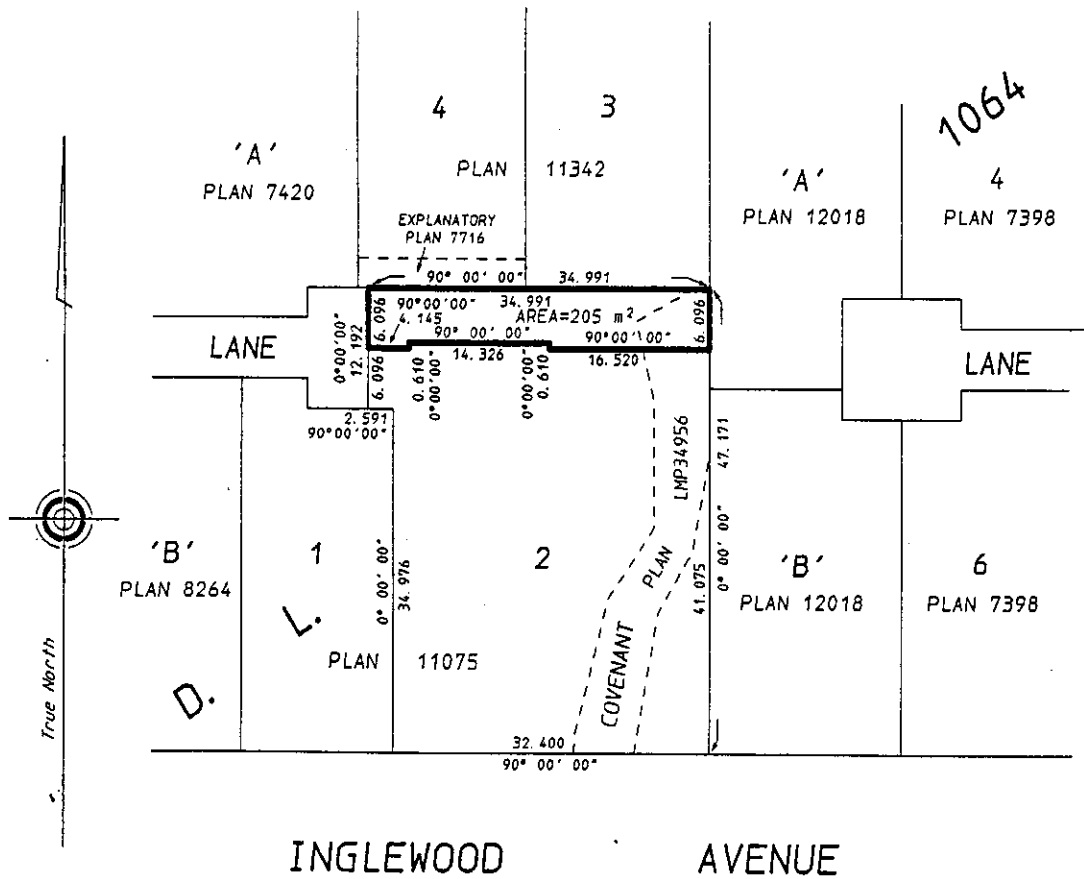
Deposited in the Land Title
Office at New Westminster, B. C.
this ___ day of ___ 20__



All distances are in Metres.

PURSUANT TO SECTION (99) (1) (e), L. T. A.

Registrar.



Bearings are astronomic and
are derived from Plan 11075.
All distances are in metres.

THIS PLAN LIES WITHIN THE GREATER
VANCOUVER REGIONAL DISTRICT.

Certified Correct according to
Land Title Office Records:

William R. Chapman
William R. Chapman, B. C. L. S.

this 24th day of June 2003.

This plan was completed
and checked and the checklist
filed under ECP-2593, on
the 24th day of June, 2003.

CHAPMAN LAND SURVEYING LTD.
British Columbia Land Surveyors
107-100 Park Royal South
WEST VANCOUVER, B. C.
V7T 1A2 926-7311
FAX 926-6923

JOB: 03117A FILE: 2199A COMP: 2199-2.EPE