

NEW WESTMINSTER LAND TITLE OFFICE  
DEC 23 2022 10:51:31.037  
**CB406158-CB406159**

1. Application

Document Fees: \$152.64

**City of Coquitlam**  
**3000 Guildford Way**  
**Coquitlam BC V3B 7N2**  
**604-927-3000**

PROJ 21-157  
Utilities SRW (EPP116739)

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP116738</b>	<b>LOT 4 SECTIONS 17 AND 18 TOWNSHIP 40 DISTRICT LOT 8248 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116738</b>

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		<b>over part shown on plan EPP116739</b>
<b>COVENANT</b>		<b>Section 219 Covenant</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**CITY OF COQUITLAM**

6. Transferee(s)

**CITY OF COQUITLAM**  
3000 GUILDFORD WAY  
COQUITLAM BC V3B 7N2

7. Additional or Modified Terms



Land Title Act

**Charge**

General Instrument – Part 1

## 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)

\_\_\_\_\_  
**Augustine Earmme, KC**  
**Barrister and Solicitor**  
City of Coquitlam  
3000 Guildford Way  
Coquitlam BC V3B 7N2

YYYY-MM-DD

**2022-12-08****CITY OF COQUITLAM**

By their Authorized Signatory

\_\_\_\_\_  
**Michelle Hunt, General Manager**  
**Finance Lands and Police**

**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)

\_\_\_\_\_  
**Kimberly Ho**  
**Commissioner for Taking Affidavits**  
**for British Columbia to July 31 2025**  
City of Coquitlam  
3000 Guildford Way  
Coquitlam BC V3B 7N2

YYYY-MM-DD

**2022-12-07****City of Coquitlam**

By their Authorized Signatory

\_\_\_\_\_  
**Richard Stewart, Mayor**

\_\_\_\_\_  
**Katie Karn, City 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.

**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.

**Renata Louise**  
**Isenor 1HHIWB****Digitally signed by**  
**Renata Louise Isenor**  
**1HHIWB**  
**Date: 2022-12-16**  
**08:47:39 -08:00**

**TERMS OF INSTRUMENT – PART 2****STATUTORY RIGHT OF WAY and SECTION 219 COVENANT  
(UTILITIES)**

THIS AGREEMENT dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement.

BETWEEN:

**CITY OF COQUITLAM**, a municipal corporation having its  
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(in its capacity as land owner, the “**Owner**”)

AND:

**CITY OF COQUITLAM**, a municipal corporation having its  
offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(in its capacity as municipal regulator, the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of all and singular that certain parcel of land situate in the City of Coquitlam, in the Province of British Columbia, described in the Form C attached hereto (the “**Lands**”);
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, restated or replaced from time to time (the “**Land Title Act**”) provides that a person may and will be deemed always to have been able to create, by grant or otherwise in favour of a municipality, an easement, without a dominant tenement, to be known as a statutory right of way, for any purpose necessary for the operation and maintenance of the municipality's undertaking, including a right to flood;
- C. Section 219 of the *Land Title Act* provides that a covenant, in favour of a municipality, may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality;
- D. The City requires and the Owner has agreed to grant to the City a statutory right of way and covenant as herein provided for; and
- E. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt of which from the City is hereby acknowledged by the Owner, the parties agree as follows:

**1. RIGHT OF WAY**

The Owner grants absolutely and in perpetuity to the City and the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees (collectively, the "**City Personnel**") the full, free and uninterrupted right, licence, liberty, easement and right of way, on, under, through and over that portion of the Lands shown outlined in bold on Plan EPP116739 dated November 22, 2022 and prepared by Emily Freeman, B.C.L.S. (the "**Right of Way Area**"), a reduced copy of which is attached as Schedule "A" hereto, at all times by night and day and at their will and pleasure, with or without vehicles, in order to:

- (a) construct, install, lay down, operate, maintain, cover with soil, alter, enlarge, repair, remove, relocate, renew, inspect and replace, utility and telecommunication conduits and fibre, watermains, culverts, sewers, drains, ditches, retaining walls, wing walls, manholes, pipes, conduits, inspection chambers, or any of them, together with all ancillary attachments and fittings, for the purposes of conveying, draining, containing, protecting, metering, or disposing of water, gas, sewage, liquid waste, electrical energy, communication services, or any of them (collectively, the "**Works**");
- (b) disturb the surface of the Right of Way Area and excavate it;
- (c) conduct services and examinations;
- (d) carry onto the Right of Way Area all materials, equipment, tools and supplies required for any of the foregoing purposes;
- (e) remove from the Right of Way Area and all parts thereof anything which in the opinion of the City constitutes an obstruction to carrying out the Works or using the Right of Way Area for the purposes provided for in this Agreement; and
- (f) do all acts which in the opinion of the City are necessary, desirable or incidental to the foregoing.

**2. SECTION 219 COVENANT**

Pursuant to Section 219 of the *Land Title Act*, and amendments thereto and re-enactments thereof, the Owner covenants and agrees with the City, as a covenant charging and running with and binding the Lands, that the Lands shall not be used or built on except in accordance with this Agreement and the Owner agrees:

- (a) not to do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to, the Right of Way Area, the Works or any part thereof;
- (b) not to excavate, drill, construct, install, erect, maintain, or permit to be excavated, drilled, constructed, installed, erected or maintained, any obstruction, pit, well, foundation, materials, embankment, fill, pavement, buildings, or other structures, or improvements on, over, under or through the Right of Way Area without first obtaining the written consent of the City, which consent the City may withhold in its sole discretion;
- (c) to execute all further documents and things whatsoever to assure the City of the Right of Way Area hereby granted;
- (d) to permit the City to peaceably hold and enjoy the rights hereby granted;
- (e) to trim or, if necessary, cut down any tree or hedge on the Lands which in the opinion of the City constitutes or may constitute a danger to those using, or interferes with or obstructs access to the Right of Way Area, the Works or any part thereof;
- (f) to, at all times and in a manner and to a standard satisfactory to the City and at the sole cost and expense of the Owner:
  - (i) keep, reconstruct and replace any permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever (other than the Works), on or forming part of the Right of Way Area, as required to maintain such permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever (other than the Works) and the Right of Way Area in a continuous state of good repair and maintenance, and the Owner further agrees that the City shall not be responsible for the replacement cost of any such permitted improvements, structures, fixtures, plants, trees, shrubs and things of any kind whatsoever that are removed or damaged as a result of the exercise of the City's rights pursuant to Section 1 hereof;
  - (ii) keep the Right of Way area clean from garbage and noxious debris; and
  - (iii) maintain, care for and provide suitable landscaping, where applicable, for those portions of the Right of Way Area that are not normally maintained by the City;

- (g) not to grant any easements, statutory rights of way or other grants, leases or licences through the Right of Way Area without the prior written consent of the City;
- (h) that should the Owner omit, fail or neglect to carry out any one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement:
  - (i) the Owner shall rectify such default within 30 days of receipt of written notice thereof by the City;
  - (ii) if the Owner fails to cure such default to the satisfaction of the City within the time specified herein, or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may (but is under no obligation to) enter onto the Lands and rectify such default to the extent considered necessary by it;
  - (iii) if the Owner fails to take such positive action as the City considers necessary to rectify any default, the City may apply to court for a mandatory injunction requiring the Owner to take such action; and
  - (iv) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner with respect to this Agreement and a sum equal to 15% of those costs on account of the City's overhead, and any other money the Owner may owe to the City from time to time pursuant to this Agreement, and if the Owner does not pay the City within 30 days from the date the Owner receives any such demand, the arrears will bear interest from the date of demand to the date of payment at the prime rate of Bank of Montreal plus 3% per annum;
- (i) that the Owner does hereby release and forever discharge the City and the City Personnel from and against all manner of actions, suits and demands whatsoever at law or at equity which the Owner may at any time have by reason of the exercise by the City or the City Personnel of their respective rights as set out in this Agreement or otherwise as a result of this Agreement, including negligent acts of any kind;
- (j) to indemnify and save harmless the City and the City Personnel from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the City in the enforcement of the Owner's obligations under this Agreement) or causes of action which the City or the City Personnel may suffer or incur arising, whether directly or indirectly, out of any default by the Owner, or the Owner's directors, officers, employees, agents, contractors, licensees, invitees, tenants, or permittees, in observing or performing the Owner's obligations

under this Agreement or otherwise as a result of this Agreement, and including any claims of contribution made by third parties in respect of damage for which the Owner has released the City and the City Personnel under this Agreement; and

- (k) that this Section 2(k) and Sections 2(h), 2(i) and 2(j) hereof shall survive the termination or release of this Agreement.

### **3. CITY'S COVENANTS**

The City will:

- (a) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
- (b) remove shoring and like temporary structures as backfilling proceeds;
- (c) rake up all rubbish and construction debris in order to leave the Right of Way Area in a reasonably neat and clean condition; and
- (d) insofar as it is practical, in the opinion of the City, carry out the Works so as not to interfere with the drainage of the Lands.

### **4. CITY OBLIGATIONS AND RIGHTS**

No right granted to or reserved by the City in this Agreement shall imply that the City has any obligation to the Owner or to anyone else to exercise any of its rights under this Agreement, nor will it require the City to clean, repair, or maintain the Works or the Right of Way Area unless the City is expressly required in this Agreement to perform such cleaning, repairing or maintenance. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its 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 and delivered by the Owner.

### **5. CITY PROPERTY**

Notwithstanding any rules of law or equity to the contrary, the Works and all other chattels, equipment, supplies, fixtures and appurtenances brought on to, erected upon or over, or buried in or under the Right of Way Area by the City will at all times remain the property of the City, even if annexed or affixed to the freehold, and may at any time and from time to time be removed in whole or in part by the City, unless the City determines that it no longer requires the right of way granted herein and notifies the Owner that it is abandoning all or part of the Works, in which case such abandoned portions of the Works shall become the property of the Owner.

### **6. RESERVATION OF POWERS OF EXPROPRIATION**

Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

**7. NOTICES**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**8. REGISTRATION**

The City may register this Statutory Right of Way and Section 219 Covenant against the Owner's title to the Lands in priority to all other charges excepting only exceptions and reservations contained in the original Crown grant thereof and any statutory rights of way, Section 219 covenants and reservations in favour of the City. The Owner shall execute and deliver this Agreement to the City in form acceptable for registration, and will cause the holders of all liens, charges, and encumbrances in respect of which the City requires priority to execute and deliver to the City instruments of priority acceptable for registration and in form and substance acceptable to the City.

**9. CITY ASSIGNMENT**

Without limiting any of the rights granted to the City under this Agreement, the City may assign all or any of its rights with respect to the statutory right of way granted herein, or any undivided interest in them, or grant a licence in respect of all or any of its rights, to any government body, person, firm, or corporation who has the capacity to accept a grant of statutory right of way and covenant under Sections 218 and 219 of the *Land Title Act*.

**10. CHARGE ON LAND**

The covenants contained in this Agreement run with the Lands and, upon registration, this Agreement constitutes a charge on the Lands in favour of the City and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated, but no part of the freehold estate in the Lands or the Right of Way Area will vest in the City.



**11. GENERAL**

The following general provisions shall apply to this Agreement:

- (a) wherever the singular or masculine is used in this Agreement the same is deemed to include the plural or the feminine or body politic or corporate as the context so requires or the parties so require and every reference to each party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or the parties so require;
- (b) this Agreement will enure to the benefit of and be binding upon the parties to this Agreement, and their heirs, executors, administrators, successors and assigns, as applicable;
- (c) if any section, subsection, 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 will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement;
- (d) waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party. No default by the City with respect to the Statutory Right of Way and no act or failure to act by the City in connection with the Statutory Right of Way will result or be deemed to result in the interruption, suspension, or termination of the statutory right of way granted herein, and the Owner will refrain from seeking any judgment, order, declaration, or injunction to that effect;
- (e) time shall be of the essence of this Agreement, and if any party expressly or impliedly waives that requirement, a party may re-instate it by delivering notice to the other;
- (f) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement shall be joint and several;
- (g) this Agreement shall be the entire agreement between the Owner and the City regarding the matters set out in this Agreement and shall supercede all prior agreements or understandings about such matters; and
- (h) this Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C to which this Agreement is attached and which forms part of this Agreement, effective as of the date first above written.

**SCHEDULE "A"**

Reduced Copy of Plan EPP116739

(see attached)

PLAN EPP116739

# STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT 4, SECTIONS 17 AND 18, TOWNSHIP 40, AND DISTRICT LOT 8248, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN EPP116738

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT  
CITY OF COQUITLAM  
BCGS 92G.027



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT  
(C SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 14, COQUITLAM NAD83 (CSRS) 4.0.0.BC.1.MVRD

GRID BEARINGS ARE DERIVED FROM RTK DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED  
TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM RTK  
DUAL FREQUENCY GNSS OBSERVATIONS TO BC ACTIVE CONTROL STATIONS SURVEY FIREHALL #2  
(GCM 898734) AND MAPLE RIDGE (GCM 908333).

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED, TO  
COMPUTE GRID DISTANCES. MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED  
FACTOR OF 0.999850. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN  
ELLIPSOIDAL ELEVATION OF 124.58 METRES.

GNSS CONTROL STATION (P/Rock 6005)  
DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD  
UTM ZONE: 10  
UTM NORTHING: 5480967.551 m  
UTM EASTING: 519113.478 m  
ESTIMATED ABSOLUTE ACCURACY: 0.04 m

## LEGEND

### SYMBOLS

	DENOTES CONTROL MONUMENT
	DENOTES STANDARD ROCK POST FOUND
	DENOTES STANDARD CONCRETE POST FOUND
	DENOTES LEAD PLUG FOUND
	DENOTES STANDARD IRON POST FOUND
	DENOTES STANDARD IRON POST PLACED
	DENOTES STANDARD ROCK POST
	DENOTES STANDARD CONCRETE POST
	DENOTES EXPLANATORY



GNSS CONTROL STATION (P/Con 4388)  
DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD  
UTM ZONE: 10  
UTM NORTHING: 5489417.880 m  
UTM EASTING: 519194.574 m  
ESTIMATED ABSOLUTE ACCURACY: 0.03 m

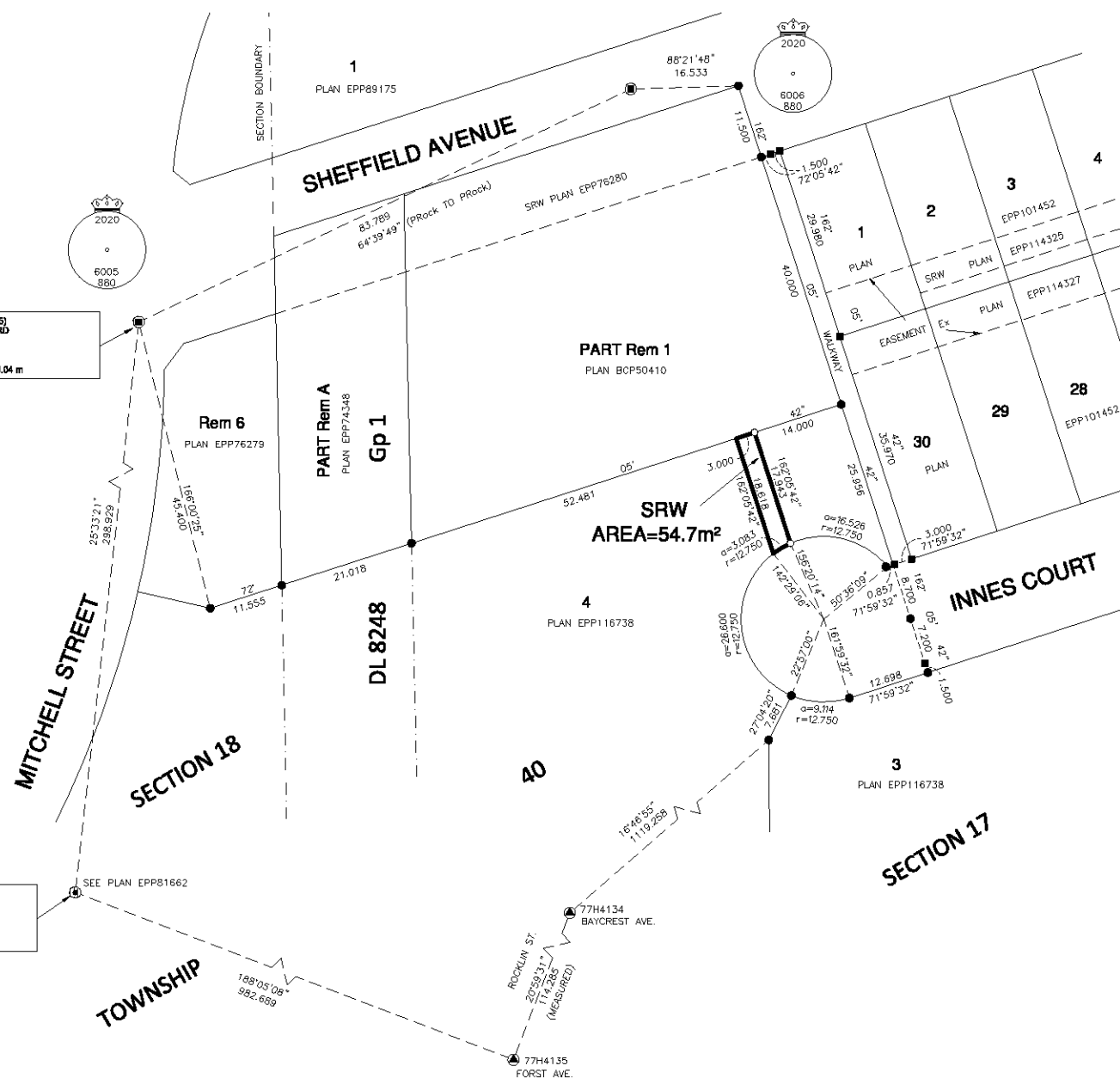
CITY OF COQUITLAM  
3000 GILDFORD WAY  
COQUITLAM, B.C.  
V3B 7N2  
PHONE: 604-627-4328  
cfreeman@coquitlam.ca

FILE:21PHASE8808240556L36-SRW

FB 5688, 599C

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT.

ECR2026646



THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 17th DAY OF NOVEMBER, 2022  
EMILY D. FREEMAN, BCLS 868