

LAND TITLE ACT
FORM C
(Section 233)

Province of
British Columbia

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, applicant's solicitor or agent)

(Signature of Authorized Agent)

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

(PID)	(LEGAL DESCRIPTION)
017-234-671	Lot 2 Section 9 Township 2 New Westminster District Plan LMP21 Except Plans BCP42048 and BCP46372
017-234-719	Lot 5 Except: Part Dedicated Road on Plan BCP19075 Section 9 Township 2 New Westminster District Plan LMP21

3. NATURE OF INTEREST:*

Description	Document Reference (Page and paragraph)	Person Entitled to Interest
Statutory Right of Way over parts shown on Plan BCP _____ and Plan BCP _____	Entire Instrument	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):*


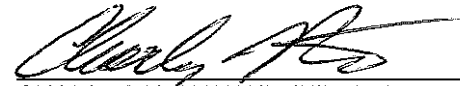
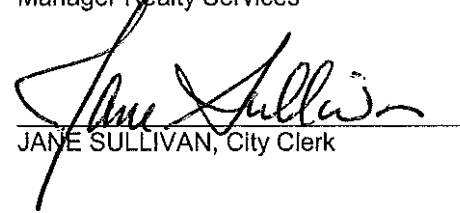
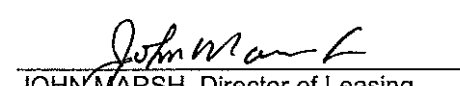
CITY OF SURREY

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by
the Minister of Labour, Citizens' Services and Open Government, Parliament Buildings, Victoria, B.C.
V8V 1X4

7. ADDITIONAL OR MODIFIED TERMS: *

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(s)
	Y	M	D	
 (As to the signature of the City Clerk)	2011	05	31	CITY OF SURREY , by its authorized signatory(ies)  CHARLES NEUSTAEDTER, Acting Manager Realty Services  JANE SULLIVAN, City Clerk HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA , as represented by the Minister of Labour, Citizens' Services and Open Government by her authorized signatory  JOHN MARSH, Director of Leasing Services
_____ (As to the signature of John Marsh)				

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.

TERMS OF INSTRUMENT - Part 2

WHEREAS this statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking.

NOW THEREFORE THIS GENERAL INSTRUMENT WITNESSES that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Transferee to the Transferor (the receipt and sufficiency of which are hereby acknowledged), and of the covenants contained in this General Instrument, the parties agree as follows:

1. In this Part of the General Instrument:

"**Access Area**" means that part of the Land which is outlined in bold and identified as a 462.6 square metre part on Plan BCP _____;

"**Land**" means the land described in Item 2 of Part 1 of this General Instrument;

"**Lease**" means the lease between the Transferee and Transferor which is registered over land described as Lot 1 Section 9 Township 2 New Westminster District Plan BCP46372 under number _____;

"**Statutory Right of Way Area**" means the Access Area and Subsurface Area;

"**Subsurface Area**" means that part of the Land located in and under the areas outlined in bold and identified as a 363.3 square metre part, a 131.3 square metre part, and a 70.6 square metre part on Plan BCP _____, and for certainty will exclude the surface of such areas;

"**Transferee**" means the person(s) named in Item 6 of Part 1 of this General Instrument;

"**Transferor**" means the person(s) named in Item 5 of Part 1 of this General Instrument;

"**Works**" means

- (a) vehicle bays and tunnels together with all ancillary infrastructure and any other form of installation that the Transferee may require or deem necessary, practical or expedient in connection therewith and for the purposes described in this General Instrument (the "**Subsurface Works**"), and
- (b) a paved driveway, access ramps and all related improvements that the Transferee may require or deem necessary, practical or expedient in connection therewith for the purposes described in this General Instrument (the "**Access Works**").

2. The Transferor grants to the Transferee, its servants, agents and those authorized by it, the full free and uninterrupted right and easement, in common with the Transferor, until the termination of the term of the Lease, as the term may be extended or renewed, but subject to the terms of this General Instrument, at the expense of the Transferee, at all times to
 - (a) enter, use, labour, go, return, pass and repass along, over and upon the Statutory Right of Way Area, including for the purpose of access and egress, by foot or vehicle, with or without materials, machinery, supplies, or equipment, at any time of day or night;
 - (b) construct, reconstruct, maintain, repair, improve, install, place, replace, remove and operate the Access Works in, on, over or under the Access Area and establish all necessary grades and levels;
 - (c) construct, reconstruct, maintain, repair, improve, install, place, replace and operate the Subsurface Works in or under the Subsurface Area;
 - (d) excavate the soil of the Statutory Right of Way Area and to make surveys, tests, inspections and examinations upon the Statutory Right of Way Area, provided that the Transferee will thereafter restore the surface of the Access Area and undertake any restoration required in the Subsurface Area, and provided that such surveys, tests, inspections and examinations will at no time prevent access along the Access Area;
 - (e) clear the Statutory Right of Way Area and keep it clear of anything which, in the reasonable opinion of the Transferee, will or may interfere with, impede, hinder, obstruct or endanger the exercise of the rights granted to it under this General Instrument;
 - (f) licence or allow any person to exercise any of the rights granted to the Transferee under this General Instrument, subject to any security clearance policy of the Transferor applicable to the Statutory Right of Way Area in place from time to time; and
 - (g) do all acts which, in the opinion of the Transferee, are necessary and incidental to the use of the Statutory Right of Way Area for the purposes set out in this General Instrument.
3. The Transferor covenants and agrees with the Transferee that, until the termination of the term of the Lease, as the term may be extended or renewed,
 - (a) the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed, will and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements granted to it by this General Instrument without hindrance, molestation or interruption by the Transferor or any person, firm or corporation claiming by, through, under or in trust for, the Transferor;

- (b) the Transferor will not make, place, erect or maintain or permit to be made, placed, erected or maintained on the Access Area or in the Subsurface Area any building, structure, foundation, equipment, obstruction, tree, vegetation or other growth which might interfere with the Works, the Statutory Right of Way Area or the rights granted to the Transferee by this General Instrument;
 - (c) the Transferor will not do or permit to be done any act or thing which might interfere with the use of the Statutory Right of Way Area by the Transferee or obstruct access to the Statutory Right of Way Area;
 - (d) the Transferor will execute all further documents and things whatsoever that may be required to assure the rights granted to the Transferee by this General Instrument; and
 - (e) the Transferor will be responsible for the condition, operation, repair, replacement, maintenance and management of the following, and agrees to keep the same in good order and condition, reasonable wear and tear excepted, in accordance with applicable laws and such standards as would be applied by a reasonably prudent owner:
 - (i) all improvements, excluding the interior of the vehicle bays and the exterior doors of such vehicle bays, located under the Subsurface Area; and
 - (ii) all improvements on the Access Area.
4. Until the termination of the term of the Lease, as the term may be extended or renewed, the Transferee will be responsible for the condition, operation, repair, replacement, maintenance and management of the following, and agrees to keep the same in good order and condition, reasonable wear and tear excepted, in accordance with applicable laws and such standards as would be applied by a reasonably prudent owner:
- (a) the interior of the vehicle bays and exterior doors of such vehicle bays located under the Subsurface Area.
5. It is mutually understood, agreed and declared by and between the parties that
- (a) nothing contained in this General Instrument obligates the Transferee to construct, maintain or replace any of the Works on the Statutory Right of Way Area or to contribute towards the cost of the construction, maintenance or replacement of the Works, except as provided in section 4;
 - (b) this General Instrument and the rights granted by this General Instrument are and will be of the same force and effect as a covenant running with the land and this General Instrument, including all the covenants and conditions contained in it, will extend to and be binding upon and enure to the benefit of the parties and their respective successors and assigns;

- (c) the expressions "Transferor" and "Transferee" will be deemed to include the successors, assigns, employees, servants, agents and officers of such parties wherever the context so admits;
- (d) wherever the singular or masculine is used in this General Instrument it will be construed as meaning the plural or feminine or body corporate or politic where the context so requires;
- (e) where there is a reference to an enactment of the Province of British Columbia or of Canada in this General Instrument, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this General Instrument are enactments of the Province of British Columbia;
- (f) should any provision of this General Instrument be found to be illegal or unenforceable, it will be considered as separate and severable and the remaining provisions of this General Instrument will remain in force and will be enforceable to the fullest extent permitted by law; and
- (g) the rights granted by this General Instrument may not be exercised after the date of the termination of the term of the Lease, as the term may be extended or renewed.

END OF DOCUMENT