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E-79 - 17 WY2 CS - SUBSTITUTE FOR FORM "C" 016 - 51 PROJECT # 1979 Nature of Declared Value \$50.00..Disp. of C. .Applicant. Please Merge.... as Solicitor/Agent Telephone No. . 591-4434 ... (Address) . 14245 .- . 56tb . Avegue . Surrey, B.C. V3W 1J2

THIS INDENTURE MADE THE

DAY OF February A.D. 1979

BETWEEN:

NORTH PARK PROPERTIES LTD., 15225 Thrift Avenue, White Rock, British Columbia.

SURREY CREDIT UNION, 15241 Thrift Avenue, White Rock, British Columbia.

WHEREAS the Surrey Credit Union one of the Grantors above is in fact a Mortgagee under charge number P43610 and has joined in this conveyance for the purpose of granting the hereinafter mentioned Rightof-Way.

(hereinafter called "The Grantor")

OF THE FIRST PART

AND:

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THE CORPORATION OF THE DISTRICT OF SURREY, having its Municipal Offices in the Municipality of Surrey in the Province of British Columbia.

(hereinafter called "The Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee of those certain parcels or tracts of land and premises, situate, lying and being in the Municipality of Surrey in the Province of British Columbia and being more particularly known and described as:

> The West Half of Legal Subdivision Two (2) of Section Seventeen (17), Township One (1), New Westminster District. 7725

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AND WHEREAS to facilitate the installation of drainage

works the Grantor has agreed to permit the construction by the Grantee of the aforementioned works on the said lands, and to grant for that purpose the right-of-way hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR, 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 DOTH GRANT unto the Grantee a right-of-way and the full, free and unrestricted right and 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 Municipality of Surrey in the Province of British Columbia and more particularly known and described as:

That portion of The West Half of Legal Subdivision Two (2) of Section Seventeen (17), Township One (1), New Westminster District, shown as Right-of-Way and outlined red on Plan 56251 and containing 1,519.8 square metres.

AND for the purposes aforesaid to enter upon and have free and uninterrupted access at all times to the said 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.

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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;

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever;

THE GRANTOR hereby agrees that for the purposes of installing the works initially, the Grantee may enter upon an additional NIL feet of the Grantor's property adjacent to the right-of-way.

THE GRANTOR HEREBY COVENANTS and agrees with the Grantee that the Grantor will not erect, place or maintain any building or structure on any portion of the 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 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 the soil cover over any pipe installed in the right-of-way without the consent in writing of the Grantee provided that such consent shall not be unreasonably withheld;

AND THE GRANTOR covenants and agrees with the Grantee that any and all chattels and fixtures installed by the Grantee on the said 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 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;

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- (c) will, as soon as weather and soil conditions permits, 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;
- (e) will, repair any damage to the right-of-way occasioned by its use of the right-of-way.

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 right-of-way and with respect only to that portion of the 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 right-of-way in any manner which does not interfere with the security of efficient functioning of or unobstructed access to the said works.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND CUSTIFIED DY -) in the presence of:-	
IN WITNESS WHEREOF the Corporate 'Seal of North Park Properties Ltd.	
is hereunto affixed in the presence of its duly authorized officers:	
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SIGNED, SEALED AND DELIVERED BY	
In the presence of: IN WITNESS WHEREOF the Common Sea of the Surrey Credit Union is hereunto affixed in the presence of its duly authorized officers:	'
DAVID W. ROWAN OPERATIONS MANAGER)) DEANNA MAHORTI MOR. ADMIN. & FIN
SIGNED, SEALED AND DELIVERED BY)
In the presence of:))
)
))
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IN WITNESS WHEREOF the Corporate seal of THE CORPORATION OF THE DISTRICT OF SURREY is hereunto affixed in the presence of its duly authorized officers:

Mayor.

Clerk.