

Plotted JM

REFERENCE PLAN OF PART OF  
ASSIGNED PARCEL Z  
PLAN 1268, DISTRICT LOT 343  
CARIBOO DISTRICT  
SCALE: 1" = 100'

RECEIVED

SEP 9 1970

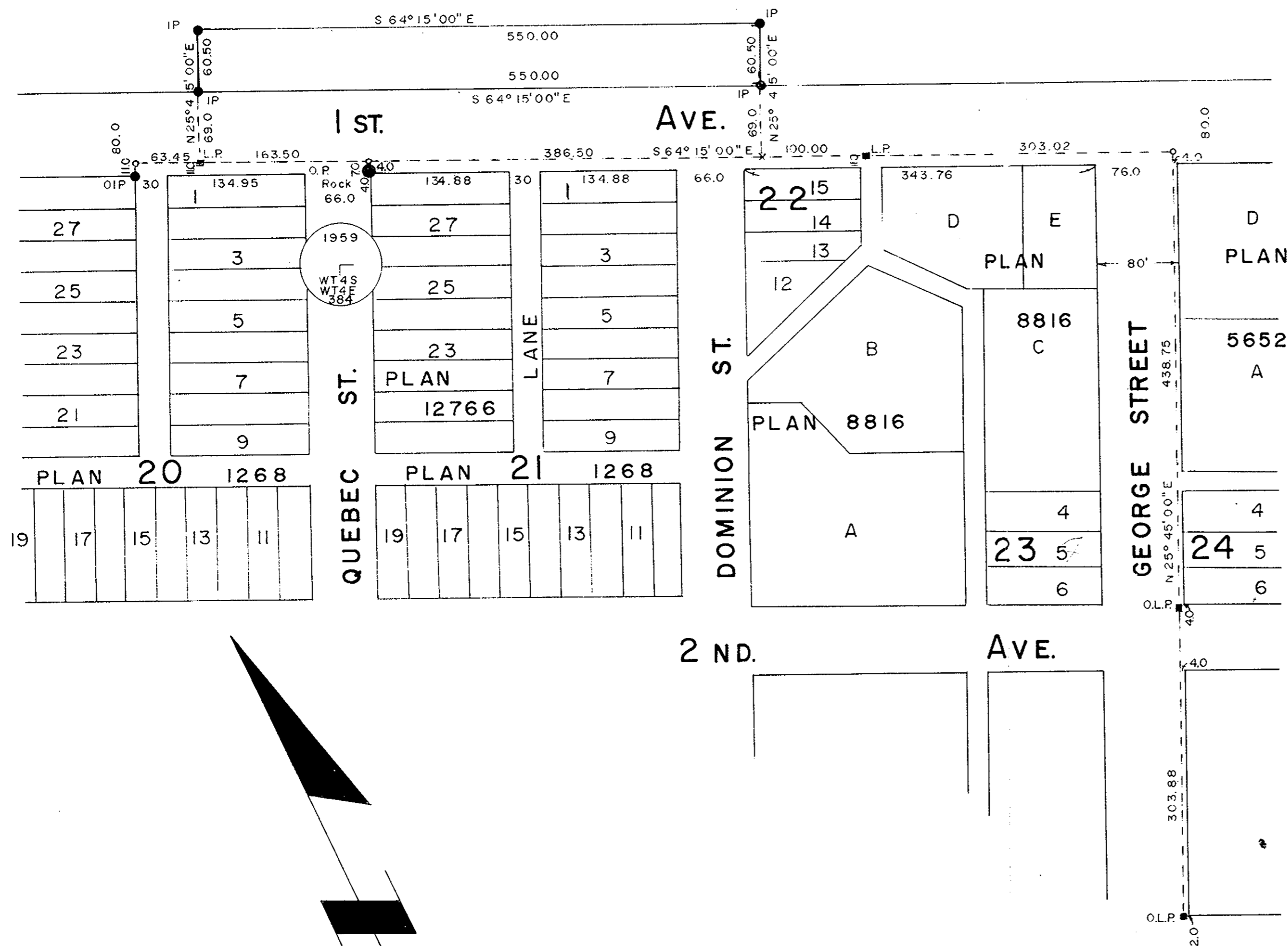
CITY ASSESSOR  
PRINCE GEORGE

PLAN No 18748

Deposited in the Land Registry Office at  
PRINCE GEORGE on the 16 day of JULY 1970

*[Signature]*  
Registrar.

ASSIGNED PARCEL Z, PLAN 1268.



LAND TITLE ACT  
FORM C

(Section 219(81))  
Province of  
British Columbia

96 JUN 13 13 32

PK023015

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 8 pages

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

C.N. Real Estate (403) 421-6600  
1000-10004-104 AVE  
EDMONTON ALTA T5J 0K2

*[Signature]*  
Susan Hurteau

TERRA REGISTRY SERVICES LTD.

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

SEE SCHEDULE

07/08/96 A5B32k OT/PLAN 20.00

3. NATURE OF INTEREST: \*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right-of-Way	Entire Document	City of Prince George

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

- (a) Filed Standard Charge Terms            D.F. No.
  - (b) Express Charge Terms       X       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): \*

CANADIAN NATIONAL RAILWAY COMPANY  
1000, 10004 - 104 Avenue  
Edmonton, Alberta T5J 0K2

06/13/96 A3613k CHARGE 50.00  
06/13/96 A3613k OT/PLAN 50.00

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

CITY OF PRINCE GEORGE, a municipal corporation,  
1100 Patricia Boulevard  
Prince George, B.C. V2L 3V9

7. ADDITIONAL OR MODIFIED TERMS: \*

N/A

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 agrees 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)

CANADIAN NATIONAL RAILWAY COMPANY

*[Signature]*

96	06	04
----	----	----

*[Signature]*

Name: R. Keith Gibbins

Anita Fleming  
Regional Manager, Land Sales  
AUTHORIZED SIGNATORY

Address: 1000, 10004 - 104 Ave., Edmonton, AB T5J 0K2  
Occupation: Co-ordinator Land Surveys

Notary Public in and for the Province of Alberta. My appointment expires 98/12/31

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. 1979, C.116, 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.

PGP40124

**LAND TITLE ACT  
FORM E****SCHEDULE**

Page 2 of 8 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

**2. Parcel Identifier(s) and Legal Description(s) of Land**

	(PID)	(LEGAL DESCRIPTION)
Firstly:	005-107-008	Parcel "Z" (6748F) District Lot 343, Cariboo District, Plan 1268, except Plans B3729, B5978, 18748, 24645, 28161, PGP 36331 and PGP <u>40122</u> , being a Subdivision plan prepared by Dale L. Keown, B.C.L.S. and completed on the 13 <sup>th</sup> day of MAY 1996.
Secondly:	005-077-061	Parcel A (Plan 18748) of Parcel "Z", District Lot 343, Cariboo District, Plan 1268. ✓

**PART 2 - EXPRESS CHARGE TERMS****STATUTORY RIGHT-OF-WAY**

*(Land Title Act - Section 214)*

**1. INTERPRETATION**

- 1.1. "Build and Service" means to establish, construct, operate, maintain, repair, extend, alter, protect, improve or remove:
- 1.2 "City" means the CITY OF PRINCE GEORGE named as the Transferee in Form C;
- 1.3 "City's Undertaking" means:
- (a) sewerage works for the collection, conveyance and disposal of sewage;
  - (b) drainage works for the impounding, conveying and discharging of surface and other waters; and
  - (c) water works for the collection, storage and distribution of water.
- 1.4 "Form C" means Form C under the *Land Title (Transfer Forms) Regulation* to which these Express Charge Terms are attached as Part 2, and includes any schedules or addenda to Form C;
- 1.5 "Lands of the Owner" means the land described in paragraph 2 of Form C and includes the Right of Way Lands;
- 1.6 "Owner" means the person or persons named as the Transferor in Form C;
- 1.7 "Owner's Engineering Representative" means the Owner's Engineering Representative, from time to time authorized by the Owner, for the purpose of performing the functions of the Owner's Engineering Representative under the Statutory Right-of-Way, who shall be named from time to time, by notice given by the Owner to the City and such Owner's Engineering Representative may be a person or a firm of consulting engineers or architects.
- 1.8 "Right-of-Way Lands" means:
- Firstly: That part of Parcel Z (6748F) District Lot 343, Cariboo District, Plan 1268, except Plans B3729, B5978, 18748, 24645, 28161, PGP36331

and PGP 40122, being a Subdivision plan prepared by Dale L. Keown, B.C.L.S., and completed on the 3<sup>rd</sup> day of MAY 1996, as shown on Statutory Right-of-Way PGP 40124, prepared by Dale L. Keown, B.C.L.S. and completed on 31 May 1996.

Secondly: That part of Parcel A (Plan 18748) of Parcel Z, District Lot 343, Cariboo District, Plan 1268, as shown on Statutory Right-of-Way Plan PGP 40124, prepared by Dale L. Keown, B.C.L.S. and completed on 31 May 1996.

1.9 "Works" means all material, equipment, machinery and attachments used in connection with the City's Undertaking.

## 2. RECITALS

2.1 The Owner is the registered owner of the Lands of the Owner, which lands form an integral part of the Owner's railway operations.

2.2 The Owner has entered into this Statutory Right-of-Way to allow the City to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands.

2.3 This Statutory Right-of-way is necessary for the operation and maintenance of the City's Undertaking.

## 3. WHAT THIS STATUTORY RIGHT-OF-WAY DOES

3.1 This Statutory Right-of-Way is evidence that in return for the City having paid to the Owner the sum of ONE (\$1.00) DOLLAR, and in return for the Owner allowing the City to Build and Service the City's Undertaking on the Right-of-Way Lands, the City and the Owner agree with each other as set out in this Statutory Right-of-Way.

3.2 The Owner grants to the City this Statutory Right-of-Way forever to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands.

3.3 The Owner agrees that the City, and persons, equipment and materials authorized by the City, may, from time to time, enter in, on or over the Right-of-Way Lands to Build and Service the City's Undertaking as the City chooses.

3.4 The Owner agrees that the City may dig and carry away soil or other surface or subsurface materials, and clear off any trees or obstructions, from the Right-of-Way Lands as the City chooses for the purpose of the City's Undertaking.

#### **4. PROVISOS TO STATUTORY RIGHT-OF-WAY**

- 4.1 The exercise of the City's right to Build and Service the City's Undertaking shall be done at such time and in such manner that it will not unduly disturb, interfere with, endanger or impede the Owner's railway operations, and it shall be subject to the supervision, instruction and control of the Owner's Engineering Representative, who may appoint such inspectors, watchmen, flagmen and others, as the Owner's Engineering Representative may deem necessary to appoint for the purpose of ensuring that the exercise of the City's right to Build and Service shall not unduly disturb, interfere with, endanger and impede railway operations. The cost of employing any such inspectors, watchmen, flagmen and others for the purposes aforesaid, including wages or salaries, workers' compension assessment, unemployment insurance payments, vacation and contributions made by the Owner to any pension or benefit plan of or for such employees shall be borne by the City, and the amount thereof shall be paid by the City to the Owner, from time to time, on demand of the Owner.
- 4.2 The Owner's Engineering Representative, and any person or persons appointed by the Owner's Engineering Representative, may inspect the Works within the Right-of-Way Lands, at all reasonable times during the course of the City exercising its right to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands. If the materials used in the Works or the location of the Works, or any part thereof, in the opinion of the Owner's Engineering Representative, will disturb, interfere with, endanger or impede railway operations, written notice of any deficiency, defect or omission will be given by the Owner's Engineering Representative to the City. Upon receipt of such notice, the City shall promptly take action as may be necessary to correct the deficiency, defect or omission, and shall, if so required by the Owner's Engineering Representative refrain from continuing to exercise the right to Build and Service the City's Undertakings in, on or over the Right-of-Way Lands until such correction has been completed.
- 4.3 The exercise of the City's right to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands shall be done by and at the expense of the City, which expense shall include all costs reasonably incurred by or on behalf of the Owner in relocating railway facilities and other improvements, to the extent required to permit the Works.

#### **5. PROMISES OF THE OWNER**

- 5.1 Subject to the other provisions of this Statutory Right-of-Way, the Owner shall permit the City, and persons, equipment and materials authorized by the City, from time to time as

the City chooses, to enter upon and pass over such of the Lands of the Owner as may be reasonably required for access to the Right-of-Way Lands.

- 5.2 The Owner will not permit anything to be built or done in, on or over the Right-of-Way Lands that is likely to cause harm to, or prevent access to any of the City's Undertaking.
- 5.3 The Owner will not reduce the soil cover over any of the City's Undertaking and will not construct open drains or ditches along or across the Right-of-Way Lands.
- 5.4 The Owner will sign any other documents reasonably required by the City to complete the grant of this Statutory Right-of-Way to the City.

## **6. PROMISES OF THE CITY**

- 6.1 The City will not bury, without the prior written consent of the Owner, any debris or rubbish in the Lands of the Owner, and the City will remove any shoring or other similar temporary structures as backfilling proceeds.
- 6.2 The City will remove from the Lands of the Owner any construction debris created or placed there by the City.
- 6.3 Each time the City disturbs the surface soil on any of the Lands of the Owner, the City will return the natural drainage to the Lands of the Owner by restoring the surface soil as soon as reasonably possible. The City will not restore any trees or other surface growth to the Lands of the Owner, but will leave the surface soil in a condition which will not inhibit natural regeneration of such growth.
- 6.4 The City will exercise the utmost care not to damage the Lands of the Owner, or any improvement on the Lands of the Owner, and if the City should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical, with reasonable dispatch, or where the Owner deems restoration to be impractical, reimburse the Owner for all damage the City has caused but not restored.
- 6.5 The City will accept sole responsibility for the exercise of the City's right to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands and for the Works.
- 6.6 The City will give reasonable notice to the Owner of the City's intention to carry out any work in, over or upon the Statutory Right-of-Way, which may affect the Owner's railway operations, and while doing such work abide by the instructions of the Owner's

Engineering Representative insofar as such instructions are reasonably required to protect the employees and agents of each of the parties hereto and the Owner's railway operations.

- 6.7 The City shall keep the Works in good, safe and substantial repair and take all reasonable precautions so as not to endanger the Owner's railway operations.
- 6.8 The City will indemnify and save harmless the Owner from and against all costs and expenses caused or incurred by the Owner from all claims, demands, losses, costs, damages, actions, suits and other proceedings by whomsoever made, brought or prosecuted (including assessments made pursuant to the *Workers' Compensation Act* and amendments thereto or legislation substituted therefor, by reason of any loss of life or injury or damage to any person or property caused by or arising out of the exercise by the City of the right to Build and Service the City's Undertaking in, on or over the Right-of-Way Lands and the maintenance or repair of the Works, or by reason of this Statutory Right-of-Way, except to the extent that such costs, expenses, actions, claims, demands, losses or damages are caused or contributed to by the negligence of the Owner, its servants or agents.

## **7. AGREEMENTS BETWEEN THE OWNER AND THE CITY**

- 7.1 The Works shall remain the property of the City, and all or any part of the Works may be removed from time to time by the City even though such Works have been attached to the Right-of-Way Lands.
- 7.2 The Owner may continue to fully use and enjoy all of the Lands of the Owner, including the Right-of-Way Lands, subject only to the rights and restrictions set out in this Statutory Right-of-Way.
- 7.3 The covenants herein contained shall be covenants running with the land. In other words, the promises made in this Statutory Right-of-Way by the Owner not to do certain things will be binding on all future owners of the Lands of the Owner. The Lands of the Owner at all times remain charged with the promises made in this Statutory Right-of-Way, however, such promises are only binding on an owner during the time and to the extent that such owner has a registered interest in all or part of the Lands of the Owner.
- 7.4 If there is more than one owner of the Lands of the Owner, all of the promises made by the Owner in this Statutory Right-of-Way shall be binding on each Owner individually and shall be binding on each Owner on behalf of all of the Owners.



- 7.5 The Owner and the City, and their respective personal representatives and successors and assigns, shall each be bound by this Agreement and shall each be entitled to the benefit of this Agreement.
- 7.6 This Agreement is a Statutory Right-of-Way as referred to in Section 214 of the *Land Title Act* of British Columbia.

END OF DOCUMENT

LAND TITLE ACT  
Form 11 (a)  
(Section 89(1)(c),(j) and (k))  
**APPLICATION FOR DEPOSIT OF REFERENCE OR  
EXPLANATORY PLAN (CHARGE)**

I, Susan Hurteau, Agent for: C.N. Real Estate, apply on behalf of Canadian National Railway Company 1000,10004-104th Ave. Edmonton Alberta, T5J OK2 apply to deposit a Reference Plan of:

STATUTORY RIGHT OF WAY WITHIN LOTS 1, 3, 5, 6, 7 AND 8,  
PLAN PGP 40122, REMAINDER PARCEL Z (6748F), PLAN 1268,  
LOT 25, PLAN 25047, REMAINDER OF THAT PART OF PARCEL A, PLAN  
29245, SHOWN ON PLAN 31924 AND PARCEL A, (PLAN 18748) OF  
PARCEL Z, PLAN 1268, DISTRICT LOTS 343 AND 622, CARIBOO DISTRICT

I enclose:

1. The reference/explanatory plan (original transparency or original linen);
2. The reproductions of the plan required by section 67 (u) (see below).
3. Fee of \$ 50.00

Dated the 12th day of June, 1996.



Susan Hurteau  
Agent for C.N. Real Estate

- NOTE:
- (i) The following reproductions of the plan must accompany this application:
    - (a) One blue linen original (alternatively white linen or original transparency).
    - (b) One duplicate transparency.
    - (c) One whiteprint is required as a worksheet for the land title office.
  - (ii) The following further requirements may be necessary:
    - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (1) (a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 93/76) under the Agricultural Land Commission Act.
    - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
"The eligible residence as defined by the Home Purchase Assistance Act is located on lot \_\_\_\_\_ created by this plan."

\_\_\_\_\_  
B.C.L.S. or solicitor for owners

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

ASSIGNED PLAN NUMBER

PGP 40124