

PLAN OF DRAINAGE RIGHT-OF-WAY THROUGH
 LOT 110, PLAN 21540
DISTRICT LOT 754
 CARIBOO DISTRICT - BRITISH COLUMBIA

SCALE: 1" = 100'

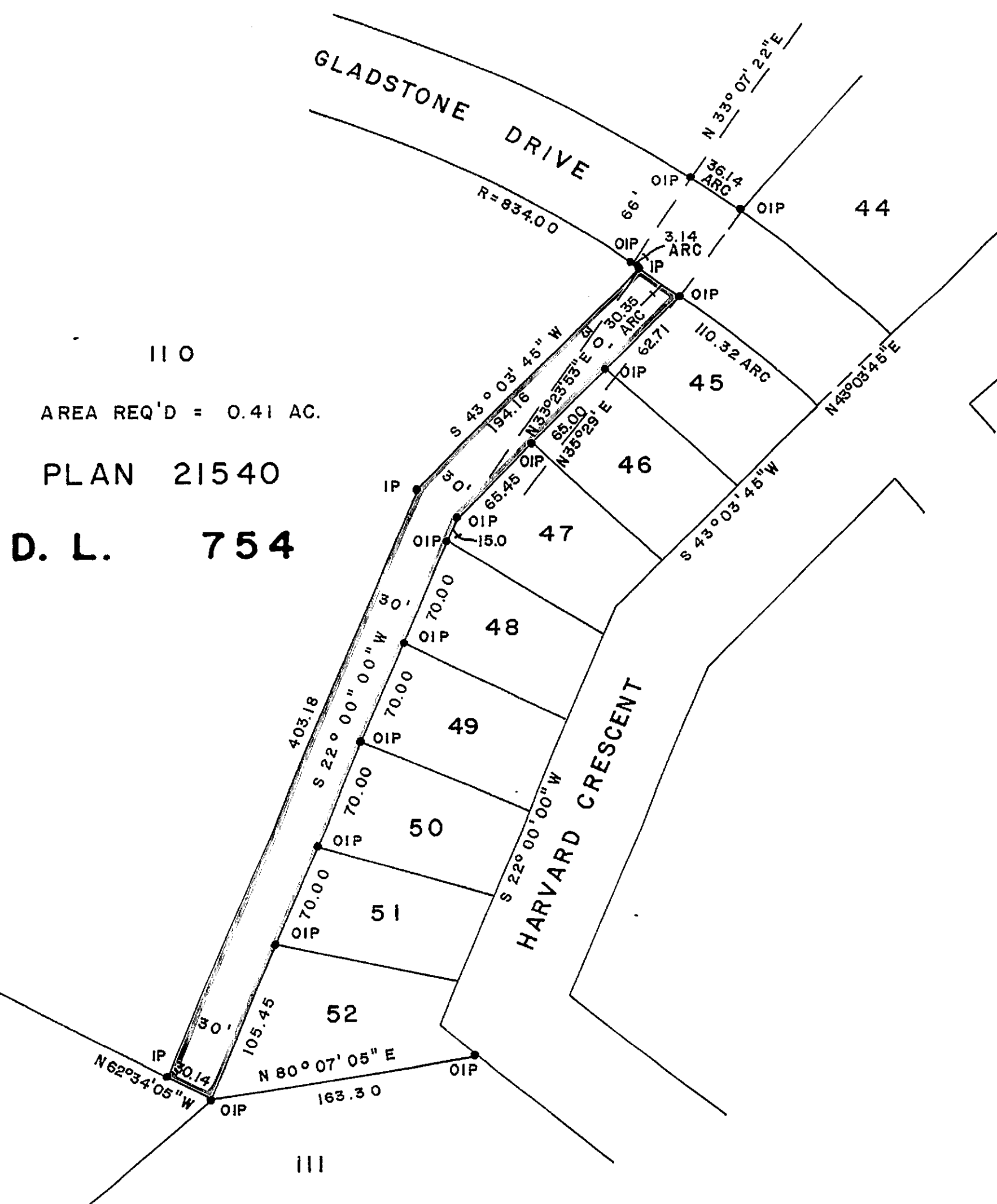
NOTE: Bearings are astronomic, derived from the east boundary of Lot 110.

LEGEND: •OIP denotes an old iron pin found.
 •IP denotes an iron pin set.

PLAN N^o **22304**

Deposited in the Land Registry Office at Prince George, B.C. this 22 day of Sept., 1975

"E. T. Schooney"
 Registrar Per: DF.



110
 AREA REQ'D = 0.41 AC.
 PLAN 21540
D. L. 754

I, DONALD A. DUFFY of the City of Prince George, a British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 14th day of JUNE, 1974.

[Signature]
 B.C.L.S.

Sworn before me this 12 day of Sept., 1975

[Signature]
 A Commissioner for taking Affidavits for British Columbia.

This plan lies within the Fraser-Fort George Regional District.

99 MAR 32 08 42

PN010845

LAND TITLE ACT
FORM C
(Section 219.81)

155.00

LAND TITLE CHARGE
PRINCE GEORGE ACT REGISTER

PROVINCE OF
BRITISH COLUMBIA
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 7 pages

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

Jane Petrella, Property Clerk 1100 Patricia Blvd, Prince George, BC V2L 3V9
(250) 561-7678

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

J. Petrella

012-936-294 Lot 110, District Lot 754, Cariboo District Plan 21540

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph) ENTIRE DOCUMENT	PERSON ENTITLED TO INTEREST TRANSFeree
STATUTORY RIGHT OF WAY OVER PART SHOWN ON STATUTORY RIGHT OF WAY PLAN NUMBER 22304		

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 01 99/04/01 08:42:55 01 PG 157626
- (c) Release _____ There is no Part 2 of CHARGE instrument 155.00

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): *

The Board of School Trustees, School District 57 (Prince George)

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

CITY OF PRINCE GEORGE, a municipal corporation,
1100 Patricia Boulevard, Prince George, British Columbia, 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 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

J. Petrella

L. Jane Petrella
Commissioner for Taking Affidavits
for British Columbia
1100 Patricia Blvd.
Prince George, B.C. V2L 3V9
(as to all signatures)

Y	M	D
99	02	24

Party(ies) Signature(s)
Authorized Signatory
The Board of School Trustees
School District 57 (Prince George)

Bryan Mix
BRYAN MIX SECRETARY
TREASURER
(each party to sign in black ink and print name)

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.

* If space insufficient, enter "SEE SCHEDULE" attached schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
 FORM D
 (Section 181(1))

EXECUTIONS CONTINUED

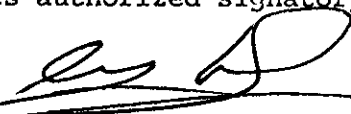
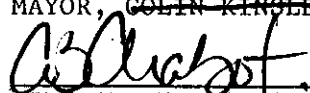
Officer Signature(s)

Execution Date

Y	M	D
99	02	25

Transferor/Borrower/Party
 Signature(s)

CITY OF PRINCE GEORGE
 by its authorized signatory


 A/ MAYOR, COLIN KINSELEY CLIFF DEZELL

 CITY CLERK, ALLAN CHABOT

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.

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 "Right of Way Lands" means that part or parts of the Lands of the Owner described in paragraph 3 of Form C;

2. **RECITALS**

- 2.1 The Owner is the registered owner of the Lands of the Owner.
- 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. **PROMISES OF THE OWNER**

- 4.1 The Owner shall permit 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

5. **PROMISES OF THE CITY**

- 5.1 The City will not bury 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.
- 5.2 The City will remove from the Lands of the Owner any construction debris created or placed there by the City.

- 5.3 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.
- 5.4 The City will carry out all work in a proper manner so as to do as little injury as possible to the Lands of the Owner.

6. **AGREEMENTS BETWEEN THE OWNER AND THE CITY**

- 6.1 All material, equipment, machinery or attachments used in connection with the City's Undertaking (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.
- 6.2 If the City abandons all or part of the Works, the City may remove all or any part of the Works from the Right of Way Lands or the City may leave all or any part of the Works in, on or over the Right of Way Lands.
- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 This Agreement is a Statutory Right of Way as referred to in Section 214 of the *Land Title Act* of British Columbia.