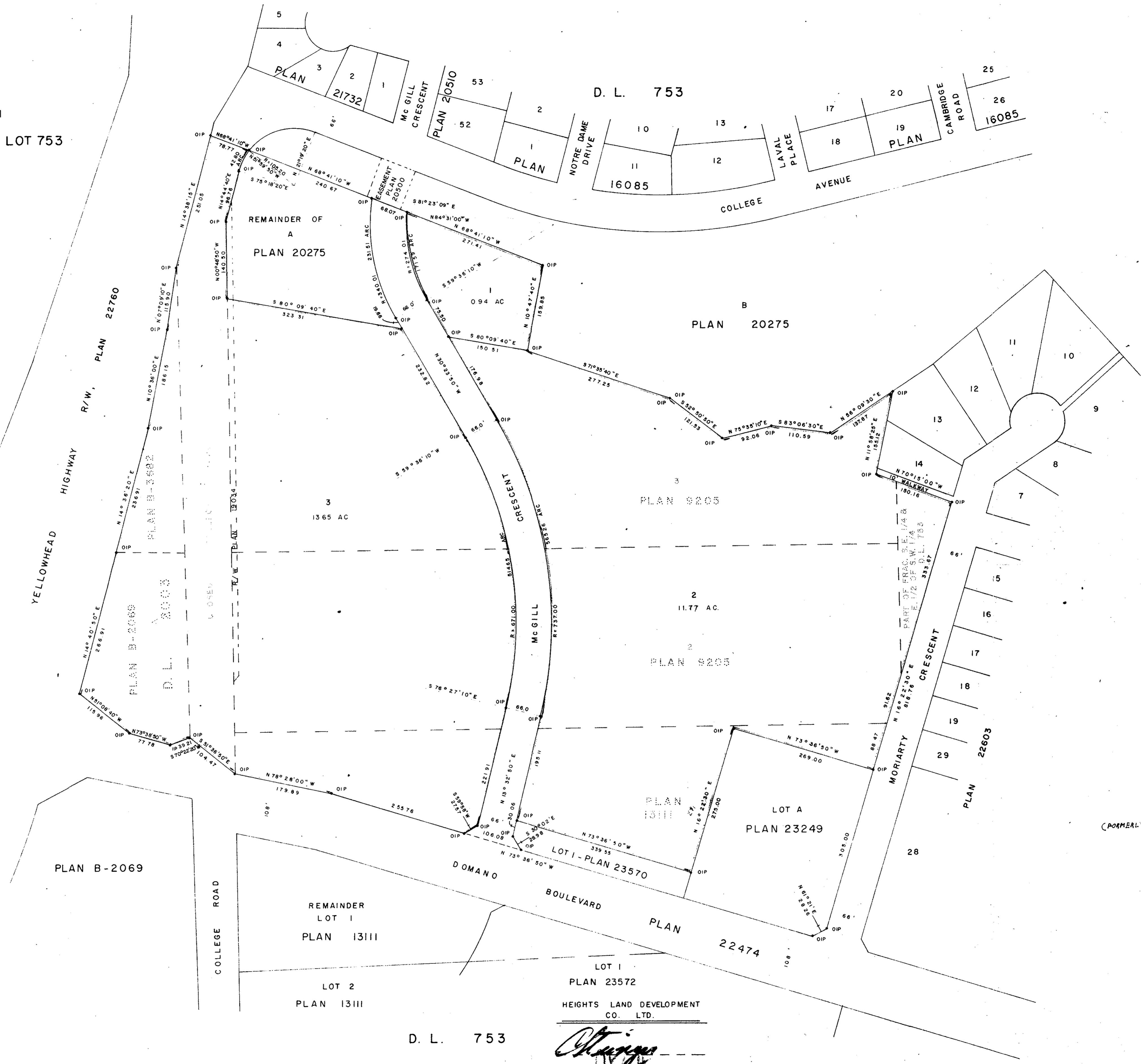


PLAN OF SUBDIVISION OF  
 THE REMAINDERS OF LOTS 2&3, PLAN 9205 &  
 PARTS OF LOT A, PLAN 20275, & LOT 1, PLAN 13111  
 ALL IN DISTRICT LOT 753  
 AND PART OF E. 1/2 OF S.W. 1/4 OF DISTRICT LOT 753  
 AND CLOSED PORTION OF COLLEGE ROAD  
 DISTRICT LOT 753  
 AND PARTS OF PLANS B-2069 & B-3682  
 DISTRICT LOT 2003  
 CARIBOO DISTRICT - BRITISH COLUMBIA

SCALE 1" = 100'

NOTE: Bearings are astronomic, derived from the north boundary of Domano Boulevard, Plan 22474.

LEGEND: \*OIP denotes an old iron-pin found.  
 \*IP denotes an iron pin set.



PLAN No 23714  
 Deposited in the Land Registry  
 Office at Prince George, B.C. this  
 \_\_\_ day of December, 1972.  
 G. T. SCHOOLEY  
 Registrar

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 \_\_\_ day of \_\_\_ 1972.

*[Signature]*  
 B. C. L. S.

Sworn before me this \_\_\_ day of \_\_\_ 1972.

A Commissioner for taking Affidavits  
 for British Columbia.

REMAINDER  
 LOT 1  
 PLAN 13111

LOT 2  
 PLAN 13111

LOT 1  
 PLAN 23572

HEIGHTS LAND DEVELOPMENT  
 CO. LTD.

D. L. 753

*[Signature]*

COLLEGE HEIGHTS SHOPPING CENTRE LTD.

*[Signature]*

CANADA TRUSTCO MORTGAGE COMPANY  
 (FORMERLY THE HURON & ERIE MORTGAGE CORPORATION)

*[Signature]*  
 TRUST CONSULTANT  
 VANCOUVER BRANCH

Approved under the Land Registry Act  
 this \_\_\_ day of \_\_\_ 1972.

*[Signature]*  
 Approving Officer, City of Prince George

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

W. D. USHER & ASSOCIATES  
 LAND SURVEYORS  
 PRINCE GEORGE - B. C.  
 1111 31 5970-6

1.0 THE GRANTOR DOTH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, use and otherwise establish one or more systems of water works for the collection, storage and distribution of water UPON, OVER, UNDER AND ACROSS part or parts of the Lands of the Grantor as shown outlined in red on Plan number 23715 deposited in the Prince George Land Registry Office (hereinafter called the "Perpetual Right-of-Way");

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee;

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way.

39086

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

- 2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to systems authorized hereby to be installed in or upon the Perpetual Right-of-Way;
- 2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said systems and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;
- 2.3 That the Grantor will not substantially diminish the soil cover over any of the systems installed in the Perpetual Right-of-Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the systems installed in the Perpetual Right-of-Way;
- 2.4 That the Grantor will from time to time and at all times upon every reasonable request and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.

39021

3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:

3.1 That the Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;

3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee;

3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. PROVIDED HOWEVER that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;

3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;

3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder.

4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

4.1 The said systems referred to in paragraph 1.1 above, together with all tanks, pumps, pipes, valves, conduits,

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casings, fittings, lines, meters, appliances, attachments or devices used in connection therewith shall constitute the "Works" (and are hereinbefore and hereinafter so described):

- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee;
- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place;
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.5 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 Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- 4.6 If at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the

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full extent of his interest in fee simple, this Agreement shall likewise extend to such afteracquired interests;

4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;

4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year hereinafter written.

THE CORPORATE SEAL OF THE GRANTOR )  
was hereunto affixed this 27 day )  
of August, 1977, in the pre- )  
sence of: )

Charles Director  
George Director  
Walter Manager

c/s

THE CORPORATE SEAL OF THE CITY OF )  
PRINCE GEORGE was hereunto affixed )  
this 27 day of August, 1977, )  
in the presence of: )

Mayor  
MAYOR

c/s

W.D. Buchanan  
CLERK

Substitute Form  
Interest Part of Way  
Declared Value £100,000  
Delivery of C. T. all  
British Subject - Yes - No - No  
Signature of Applicant [Signature]

Name, Address & Telephone Number  
Offices & Company  
570 Victoria St E  
Prince George, B.C. V6Y-5V4K