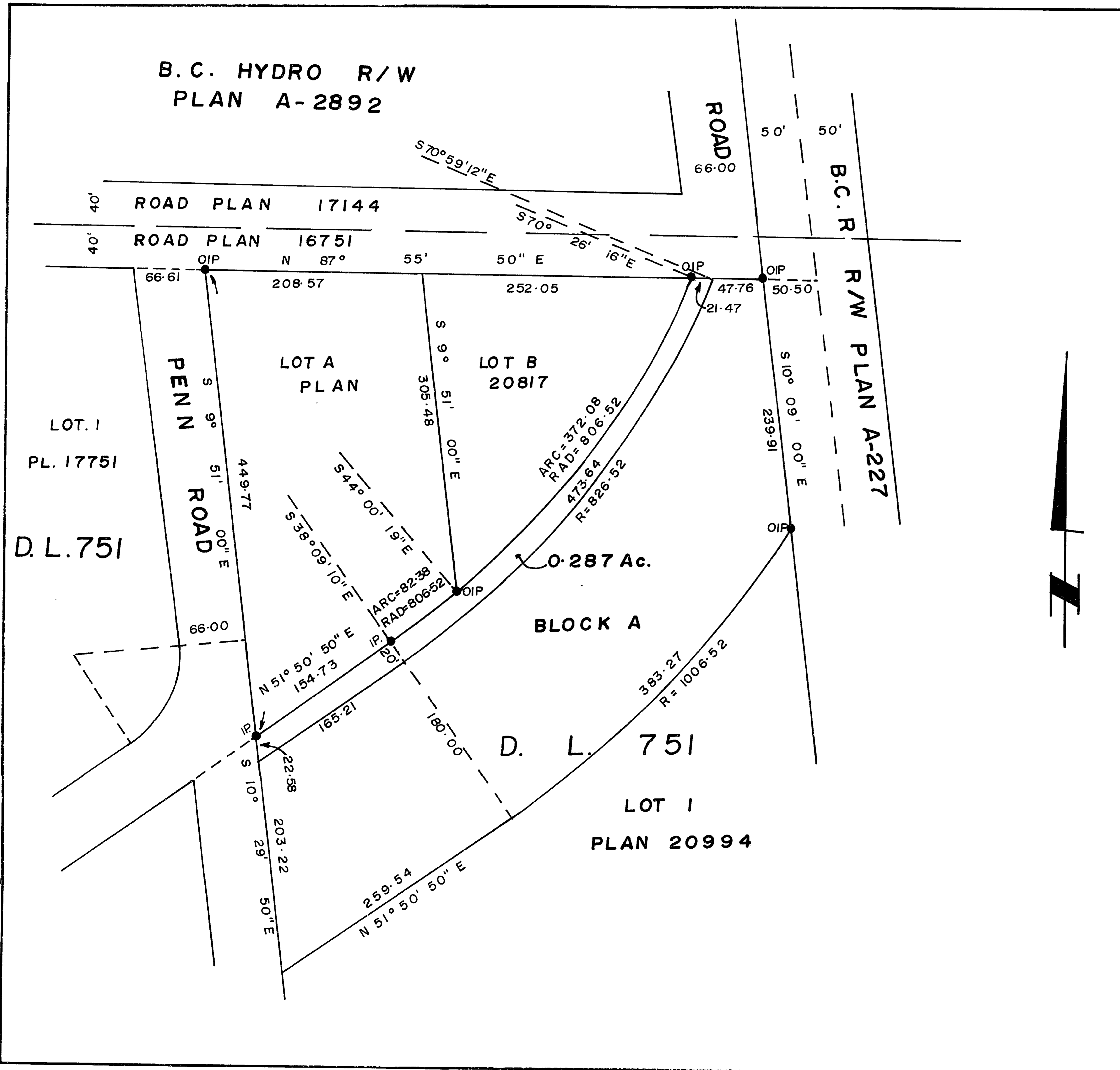


26

25055



PLAN NO. 25055

DEPOSITED IN THE LAND REGISTRY OFFICE AT PRINCE GEORGE ON THE 11th DAY OF July 1979

E.T. SCHMIDT Registrar

CITY OF PRINCE GEORGE

PLAN OF RIGHT OF WAY IN BLOCK A OF D.L. 751 CARIBOO DISTRICT

SCALE: 1" = 100'

BEARINGS ARE ASTRONOMIC DERIVED FROM Plan 20994

LEGEND:

- IP ----- STANDARD IRON POST
- ----- DENOTING "OLD"

I, V. BARTELL OF THE CITY OF PRINCE GEORGE 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 11th DAY OF June 1979

V. Bartell B.C.L.S.

SWORN BEFORE ME AT PRINCE GEORGE THIS 11th DAY OF June 1979

Commissioner A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

BOOK OF REFERENCE	
DESCRIPTION	AREA
BLOCK A OF D.L. 751	0.287 Ac.

THIS PLAN LIES WITHIN THE FRASER FORT GEORGE REGIONAL DISTRICT.

McWILLIAM-WHYTE-GOBLE & ASSOCIATES

B.C. LAND SURVEYORS PRINCE GEORGE-KAMLOOPS-SMITHERS

REF. NO. 79084

D.L. 751

THIS INSTRUMENT dated for reference the 6th day of July

190 23517

BETWEEN:

City of Prince George, a Municipal Corporation, having its municipal offices at 1100 Patricia Boulevard, in the City of Prince George, in the Province of British Columbia;

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE, a Municipal Corporation, having its municipal offices at 1100 Patricia Boulevard, in the City of Prince George, in the Province of British Columbia:

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia and being more particularly known and described as:

Block A,
District Lot 751,
Cariboo District,
Except Plans "A" 227, 14660, 16751, 17024, 17229,
17381, 17751, 17927, 18144, 23529, 18799, 20503,
20993, 20994, 20996, 20997, 20245, 21003, 21006,
21114, 21115, 23739, 21118, 21412 and 21411.

(hereinafter called the "Lands of the Grantor")

AND WHEREAS to facilitate the establishment, construction, operation, maintenance, repair, extension, addition, alteration or improvement of one or more systems of sewage works for the collection, conveyance and disposal of sewage, or one or more systems of drainage-works for the impounding, conveying, discharging of surface and/or other waters or one or more systems of water works for the collection, storage and distribution of water

the Grantor has agreed to execute these presents:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and

MEMORANDUM OF REGISTRATION
Registered the 20 day of
on application received at the time of
the application.

sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the premises and of the covenants and conditions hereinafter contained:

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1.0 THE GRANTOR DOETH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, 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 sewage works for the collection, conveyance and disposal of sewage, or one or more systems of drainage works for the impounding, conveying, discharging of surface and/or other waters,

IN, UPON, OVER, UNDER or ACROSS part or parts of the Lands of the Grantor,

outlined in red on the plan of right-of-way prepared by Victor Bartell, B.C.L.S. and registered in the Prince George Land Registry Office under number 25055.

Plan 25055

W.A.B.
L.W.M.

(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 with or without machinery, vehicles, equipment or materials to 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 and works 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 with or without machinery, vehicles, equipment or 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 purposes of ingress to and egress from the Perpetual Right-of-Way.
- 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 the systems authorized hereby to be installed in, upon, over, under or across 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 prior 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 or otherwise whatsoever for the better assuring unto the Grantee of the rights hereby granted.

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 pipes, pumps, valves, conduits, 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, over, under or across 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;

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- 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 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 full extent of his interest in fee simple, this Agreement shall likewise extend to such afteracquired interest;
- 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 executed these presents in the manner and on the date first above written.

SIGNED, SEALED AND DELIVERED)
by the GRANIOR this day)
of , 19 , in)
the presence of:)

Signature of Witness)

Address)

Occupation)
(as to both signatures))

The Corporate Seal of the)
GRANTEE was hereto affixed)
in the presence of:)

E. W. M.)
Mayor)

A. D. Buchanan)
Clerk)

c/s

The Corporate Seal of City)
of Prince George)
was hereunto affixed in the)
presence of:)

E. W. M.)
Mayor)

A. D. Buchanan)
Clerk)

c/s

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ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the *8th* day of *July*, 19*79*,
at Prince George in the Province of British Columbia, *W. D. Buchanan*
who is personally known to me, appeared before me and acknowledged
to me that he is the City Clerk of the City of Prince George, and
that he is the person who subscribed his name to the annexed Instrument
as City Clerk of the said City of Prince George and affixed the Seal
of the City of Prince George to the said Instrument, that he was
first duly authorized to subscribe his name as aforesaid, and affix
the said Seal to the said Instrument, and that such corporation is
legally entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY whereof I have hereunto
set my Hand and Seal of Office, at
Prince George in the Province of
British Columbia, this *8th* day
of *July* in the year
of our Lord one thousand nine hundred
and *seventy nine*.

K. Zandberg

A Commissioner for taking Affidavits
for British Columbia.

K Zandberg

DATED: July 6th, 1979

BETWEEN:

City of Prince George
(hereinafter called the
"Grantor")

AND:

CITY OF PRINCE GEORGE (hereinafter
called the "Grantee")

RIGHT-OF-WAY AGREEMENT

023517

Substituted Form

Interest: Right of Way \$1,000

City of Prince George No

Signature of Applicant

Wilson King & Co.

PLEASE REFER ALL MATTERS RELATIVE TO
THIS APPLICATION TO MESSRS.
WILSON KING & COMPANY

WILSON KING & COMPANY
SOLICITORS & AGENTS
1000 BROADWAY, SUITE 1000, OTTAWA, ONT. K1P 6E1
TELEPHONE (613) 566-2222