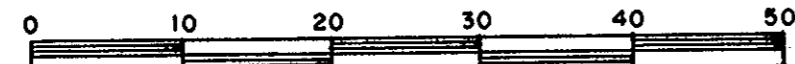


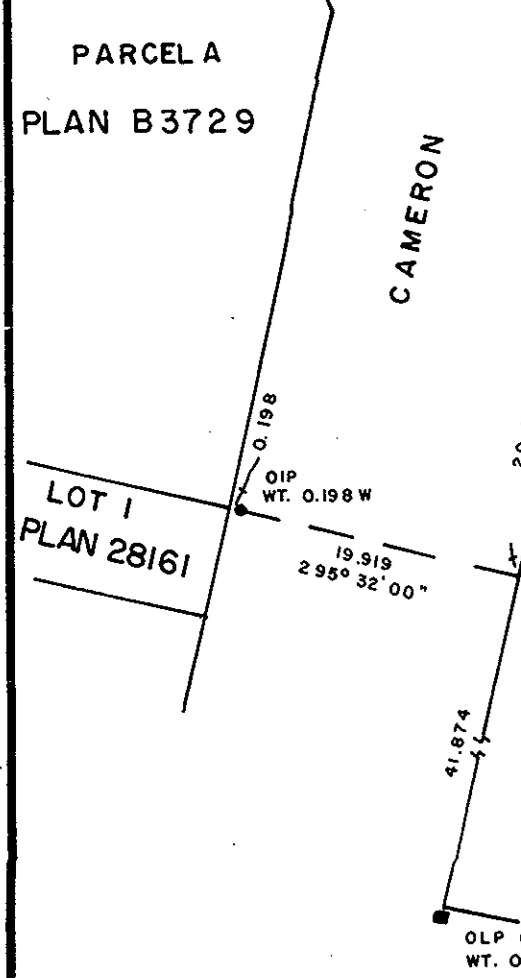
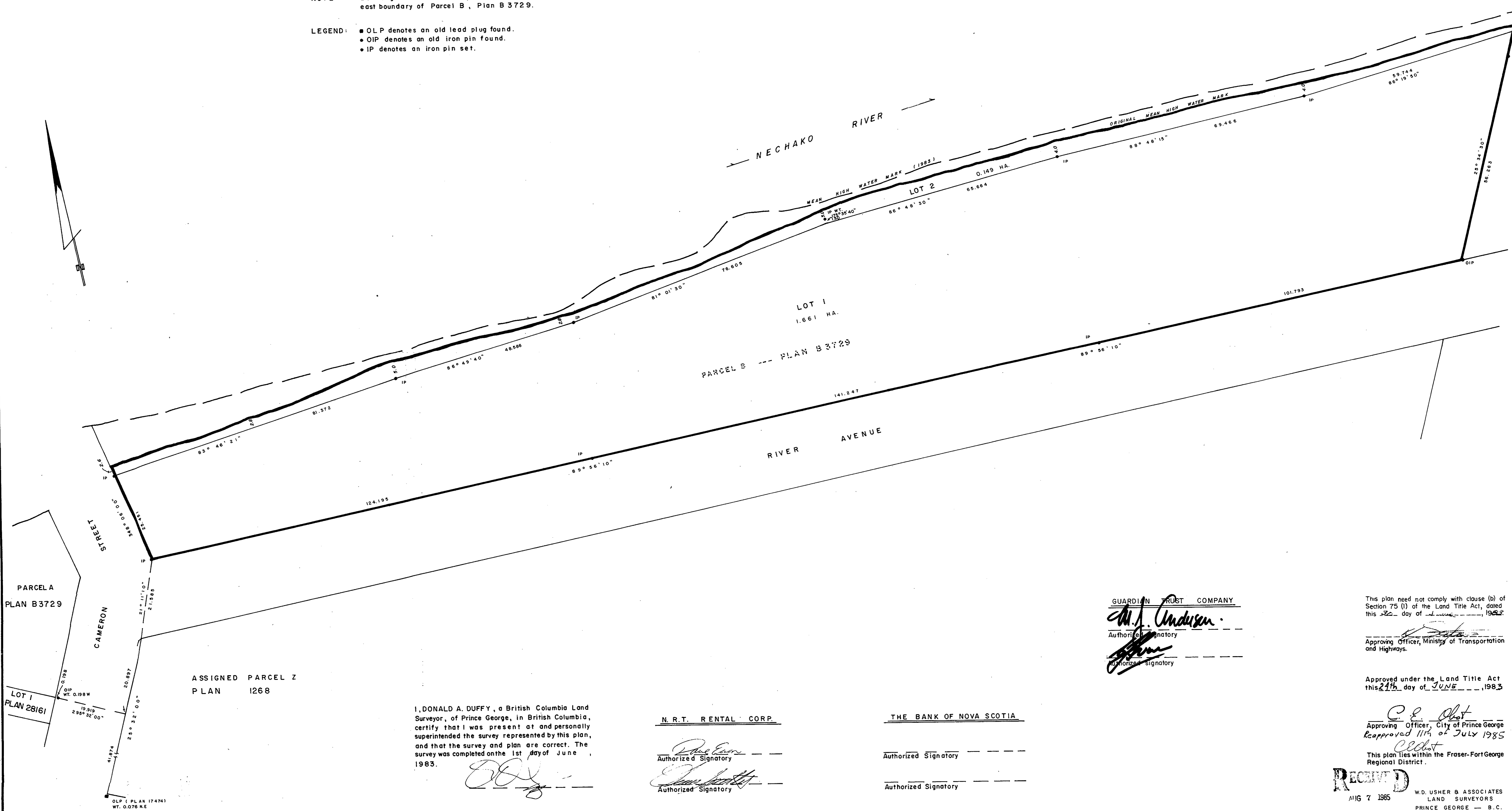
PLAN OF SUBDIVISION OF  
 PARCEL B (27457M), PLAN B3729,  
 DISTRICT LOT 343, PLAN 1268,  
 CARIBOO DISTRICT - BRITISH COLUMBIA  
 SCALE 1 : 500



NOTE: Bearings are astronomic, derived from the east boundary of Parcel B, Plan B 3729.

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

PLAN No. 30939  
 Deposited in the Land Title Office at Prince George, B.C. this 30 day of JULY, 1985.  
W. G. GANDY  
 Registrar



ASSIGNED PARCEL Z  
 PLAN 1268

I, DONALD A. DUFFY, a British Columbia Land Surveyor, of Prince George, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 1st day of June, 1983.

*[Signature]*

N. R. T. RENTAL CORP.

*[Signature]*  
 Authorized Signatory  
*[Signature]*  
 Authorized Signatory

THE BANK OF NOVA SCOTIA

Authorized Signatory  
 Authorized Signatory

GUARDIAN TRUST COMPANY  
*[Signature]*  
 Authorized Signatory  
*[Signature]*  
 Authorized Signatory

This plan need not comply with clause (b) of Section 75 (1) of the Land Title Act, dated this 30 day of JULY, 1985.

*[Signature]*  
 Approving Officer, Ministry of Transportation and Highways.

Approved under the Land Title Act this 24th day of JUNE, 1983.

*[Signature]*  
 Approving Officer, City of Prince George  
 Reapproved 11th of July 1985

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

**RECEIVED**  
 AUG 7 1985  
 W.D. USHER & ASSOCIATES  
 LAND SURVEYORS  
 PRINCE GEORGE - B.C.  
 OP 57-85 11491 D  
 PLANNING DEPARTMENT  
 CITY OF PRINCE GEORGE

Land Title Act

Form C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

28 AUG 2002 11:12

BT312929

(This area for Land Title Office use)

Page 1 of 5 pages

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

Grant A. Zimmerman, Heather Sadler Tri Lin Registry Services
Jenkins, Barristers & Solicitors Agent Client # 10926
700 - 550 Victoria Street
Prince George, BC V2L 2K1
(250) 565-8000 File No.

Signature of Applicant's Solicitor or Agent

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

(PID)

(LEGAL DESCRIPTION)

005-235-952

Lot 1 District Lot 343 Cariboo District Plan 50959, Except Plan 31286 CHARGE 33-02/08/28 14:12:12 01 LM 396412 \$55.00

3. NATURE OF INTEREST:\*

Table with 3 columns: DESCRIPTION Section 219, DOCUMENT REFERENCE (page and paragraph), PERSON ENTITLED TO INTEREST. Row 1: Restrictive Covenant, Entire Document, Transferee

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

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

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): 525073 B.C. LTD. (Inc. No. 525073)

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, and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Water, Land and Air Protection, Parliament Buildings, Victoria, BC, V8V 1X5

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.

Execution Date

Officer Signature(s)

Table with 3 columns: Y, M, D. Values: 02, 08, 27

Party(ies) Signature(s)

Grant Zimmerman, Heather Sadler Jenkins
Barrister & Solicitor
700 - 550 Victoria St.
Prince George, B.C. V2L 2K1

525073 B.C. LTD., by its authorized signatory(ies):
Name: John Arend Brink
Title: President

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. 1996, c. 124, 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" and attach schedule in Form E.
\*\* If space insufficient, continue executions on additional page(s) in Form D.

## TERMS OF INSTRUMENT - PART 2

This Agreement

BETWEEN:

**525073 B.C. LTD. (Inc. No. 525073)** of 2023 River Road, Prince George, BC,  
V2L 5S8

(hereinafter called the "Grantor")

**OF THE FIRST PART**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** represented by the Ministry of Water, Land, and Air Protection, Parliament Buildings, Victoria, BC, V8V 1X5

(hereinafter called the "First Grantee")

**OF THE SECOND PART**

**AND:**

**CITY OF PRINCE GEORGE**, 1100 Patricia Boulevard, Prince George, BC,  
V2L 3V9

(hereinafter called the "Second Grantee")

**ON THE THIRD PART**

**WHEREAS** the Grantor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

PID: 005-235-952

Lot 1, District Lot 343, Cariboo District Plan 30939, Except Plan 31286

(hereinafter called the "Lands");

**AND WHEREAS** section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the First Grantee and a municipality that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by the First and Second Grantees to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the First and Second Grantees under section 219 of the Land Title Act of the Province of British Columbia as follows:

1. The Grantor is aware of and, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lands.
2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with each of the First Grantee and Second Grantee, as a covenant in favour of each of the First Grantee and Second Grantee pursuant to section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provision hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof:
  - a. no building, mobile home or unit, modular home or sundeck or structure shall be constructed, reconstructed, moved, extended or located:
    - i. within twenty eight (28) metres of the natural boundary of the Nechako River or any side channel thereof; or
    - ii. below a construction level of 570.6 metres G.S.C. Datum; and
  - b. all building components prone to water damage (such as electrical wiring) will be raised above a level of 571.25 metres G.S.C. Datum.
3. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the First and Second Grantees do not represent to the Grantor, nor to any other person that any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by flooding or erosion and the Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the First Grantee hereby:

- a. Agrees to indemnify and to save harmless the First and Second Grantees and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the First and Second Grantees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or place on the Lands (including any existing non-conforming buildings), caused by flooding, erosion or some such similar cause; and
  - b. Does remise, release and forever discharge the First and Second Grantees and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his heirs, executors, administrators, successors and assigns may have against the First and Second Grantees and their employees, servants or agents for and by reason of any personal injury, death of loss or damage to the Lands or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by flooding, erosion or some such similar cause.
4. Subject to the provisions of section 219 of the Land Title Act, the Grantor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and the First and Second Grantee and their assigns.
  5. Nothing in this Agreement shall prejudice or effect the rights, powers and remedies of the First and Second Grantees in relation to the Grantor, including his heirs, executors, administrators, successors and assigns, or the Land under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the First and Second Grantees as is this Agreement had not been made by the parties.
  6. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(5) of the Land Title Act.
  7. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
  8. Whenever the singular masculine or neuter is used herein, the same shall be construed as including plural, body corporate or politic unless the context requires otherwise.

9. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, a the case may be, shall be unaffected thereby and shall remain and be enforceable to the fuller extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
10. This agreement shall be interpreted according to the laws of the Province of British Columbia.
11. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
12. Every reference to the Ministry of Water Land and Air Protection, in this Agreement shall include the Ministry of Water Land and Air Protection, the Deputy Minister of Water Land and Air Protection and any person designated by either of them to act for or on their respective behalf to and of the provisions of this Agreement.
13. Pursuant to Section 219(8) of the Land Title Act the Transferors are not liable for any breach of this covenant occurring after the Transferor's have ceased to be the owners of the Lands.

**END OF DOCUMENT**