

PLAN OF SUBDIVISION OF  
PART OF LOT 1, PLAN 30450,  
DISTRICT LOT 753, CARIBOO DISTRICT.

SCALE: 1:500 (All distances are in metres)



Legend.

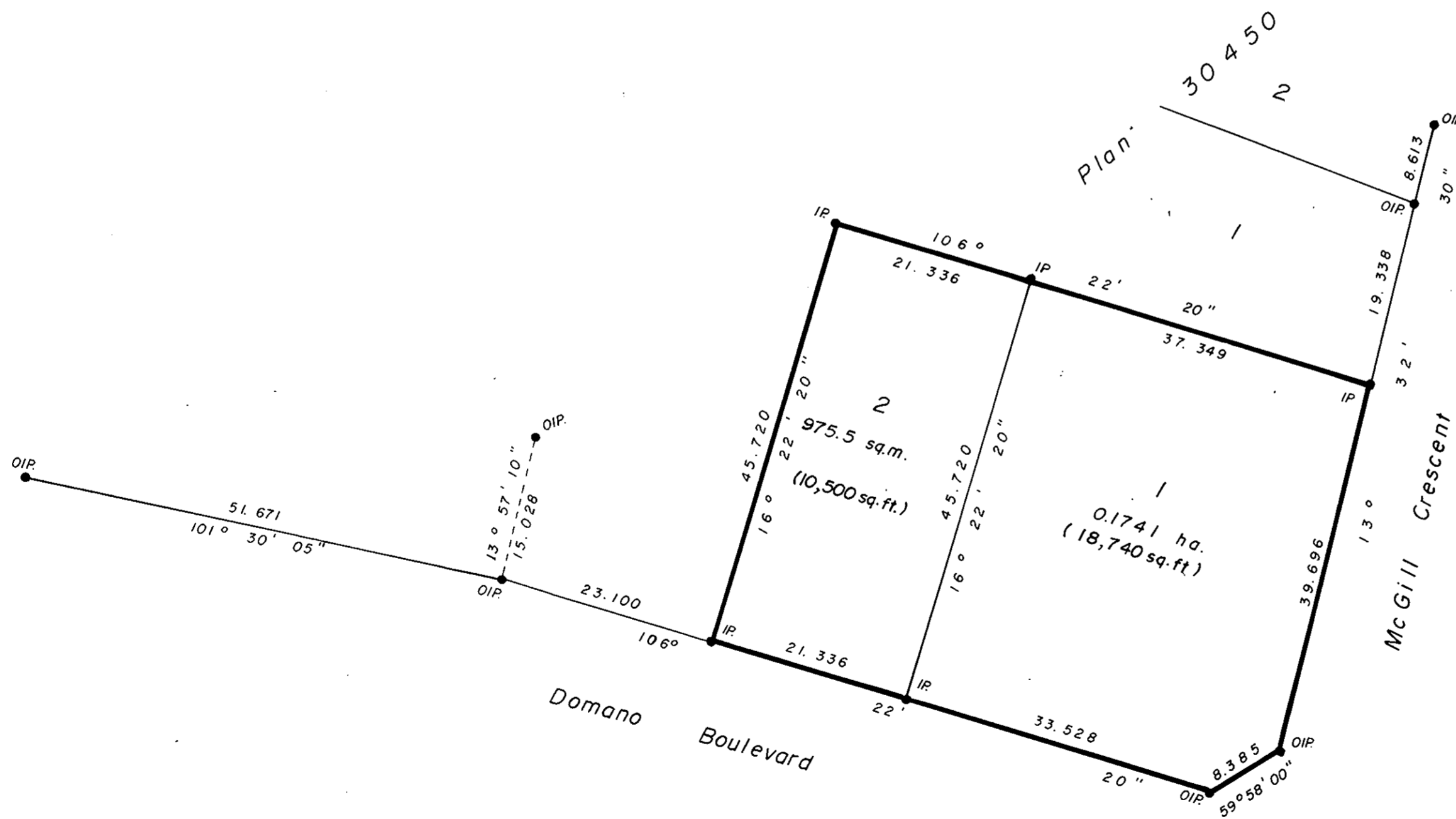
Bearings are astronomic derived from  
Plan 30450, S. Bdy. of Lot 1 = 106° 22' 20"

- IP..... Standard Iron Post.
- ..... Denotes old.

PLAN NO. 32594

Deposited in the Land Title Office at Prince George  
this 12 day of November 1987.

*W.G.*  
Registrar



I, G. Kilbride, 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 18th day of September, 1987.

*Gordon Kilbride*  
G. Kilbride, B.C.L.S.

Approved under the Land Title Act  
this 27 day of October 1987.

*C.E. Olt*  
Approving Officer  
City of Prince George

This plan lies within the Fraser Fort George Regional District.

Roman Catholic Episcopal  
Corporation of Prince Rupert.

Authorized Signatory

McWilliam, Whyte, Goble, & Associates,  
B.C. Land Surveyors,  
Prince George-Kamloops-Smithers-Salmon Arm.

REF. NO. 87196

QK 40

ESTC

PC 20326

11 MAY 89

1441 36777

LAND TITLE ACT  
Form 17  
(Section 152[1])

NATURE OF INTEREST: Charge by way of Statutory Right-of-Way

VALUE: \$ 100.00

HEREWITH FEES: \$ 115.00 35.00

FULL NAME, ADDRESS and TELEPHONE  
NUMBER OF PERSON PRESENTING  
INSTRUMENT:

G. R. BROWN, Q.C. of  
MESSRS. NOPE HEINRICH  
Barristers and Solicitors  
1598 Sixth Avenue  
Prince George, B.C. V2L 5G7  
Phone: (604) 563-0681

PLEASE REFER ALL MATTERS RELATIVE TO THIS  
APPLICATION TO ..... OF  
Northern Registry Services Ltd.  
AGENT OF THE APPLICANT.

*[Signature]*  
Signature of Applicant or Agent

STATUTORY RIGHT-OF-WAY  
Land Title Act - Section 214

THIS AGREEMENT is dated for reference the 4th day of May  
, 19 89.

BETWEEN: THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT,  
a corporate sole, incorporated by Special Act of the  
Parliament of Canada, of Box 7000, in the City of  
Prince George, in the Province of British Columbia  
V2N 3Z2

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE, a Municipal Corporation, of  
1100 Patricia Boulevard, in the City of Prince George,  
in the Province of British Columbia, V2L 3V9

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

LAND TITLE ACT  
Form 1 (Section 36)  
MEMORANDUM OF REGISTRATION  
Registered on application received on  
this day and at the time written hereon  
W. GANDY Registrar,  
Prince George Land Title Office

05/11/89 A9898m CHG HOM 35.00

*[Handwritten initials]*

WHEREAS:

a) The Grantor is the registered owner of an estate in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being within the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:

1) COS-302-986  
44228 CT

Lot 1,  
~~Block~~  
District Lot 753,  
Cariboo District,  
Plan 30450

and Lot 2,  
District Lot 753,  
Cariboo District,  
Plan 30450

2) COS-303-010  
438818 CT

except Plan 32594  
(hereinafter referred to as the "Lands of the Grantor")

b) To facilitate the establishment, construction, operation, maintenance, repair, extension, addition, alteration, protection or improvement of one or more systems of:

- (1) sewerage works for the collection, conveyance and disposal of sewage, and
- (2) drainage works for the impounding, conveying and discharging of surface and other waters
- (3) water works for the collection, storage and distribution of water

(hereinafter referred to as the "Grantee's Undertaking")

the Grantor has agreed to execute and deliver these presents.

c) The statutory right-of-way herein set forth is necessary for the operation and maintenance of the Grantee's Undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby by the Grantor acknowledged) and in consideration of the premises and of the covenants and conditions herein contained:

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, protect or otherwise establish one or more systems of:

- 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;
- c) water works for the collection, storage and distribution of water,

IN, UPON, UNDER OR ACROSS part or parts of the Lands of the Grantor as shown outlined in heavy black on Plan number 33667 deposited in the Prince George Land Title Office (hereinafter referred to as the "Perpetual Right-of-Way").

1.2 Covenant and agree to and with the Grantee that for the purpose aforesaid and upon, over, under or 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 off all trees, growth or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the Grantee's Undertaking.

- 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 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 be reasonably 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 excavation 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 disturbances 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, 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 removeable 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 with the consent of the Grantor, leave the whole or any part thereof in place and will, at its expense, pre-

pare, execute and register in the Prince George Land Title Office the appropriate documentation required to release the registered charge against the Lands of the Grantor.

- 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 full extent of its interest in fee simple, and 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.

4.9 All grammatical changes to this Agreement shall be deemed to have been made wherever the number or gender of the parties so require.

4.10 This Agreement shall be deemed to be a Statutory Right-of-Way as referred to in Section 214 of the Land Title Act of British Columbia.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal or caused their corporate seals to be affixed in the presence of their duly authorized officers on the day and year first above written.

THE ROMAN CATHOLIC EPISCOPAL  
The Corporate Seal of /CORPORATION )  
OF PRINCE RUPERT WAS )  
hereunto affixed in the presence of: )

*J. E. Larkin*  
Authorized Signatory

c/s

SIGNED, SEALED AND DELIVERED by )  
in the presence )  
of: )

NAME

ADDRESS

OCCUPATION

The Corporate Seal of the CITY OF )  
PRINCE GEORGE was hereunto affixed )  
in the presence of: )

MAYOR

CLERK

c/s

M 39086 3 rd Regular Fee  
to S. No for Plan

M 39086

THIS INDENTURE dated for reference the 4th day of July, 1977.

12/13

BETWEEN:

DEC 6 10 44 AM '77

RIGHTS LAND DEVELOPMENT CO. LTD., (Incorporation  
Number 102,455) of 700 - 550 Victoria Street,  
Prince George, 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 or is entitled  
to become 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:

Lot 3,  
District Lot 753 and 2003  
Cariboo District  
Plan 23714

(hereinafter called the "Lands of the Grantor");

AND WHEREAS to facilitate the installation, maintenance, operation  
and repair of a system 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  
sufficiency of which is hereby acknowledged by the Grantor),  
and in consideration of the covenants and conditions hereinafter  
contained to be observed and performed by the Grantee and  
other valuable consideration:

MEMORANDUM OF REGISTRATION  
Registered in // DEPT of  
on application received at the time written or  
stamped on the application.

1.0 THE GRANTOR DOETH 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,

3903

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

39087

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