

99 DEC 66

(2/2)

AMOUNT PAID
L.R.O.
PRINCE GEORGE



DE
23
44
66

No. A 9552

3999 K

H \$1500 0852

10/1/67

LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

Date December 6th 1966

I, ANN THERRES

solemnly declare that I am for Solicitor for or the duly authorized Agent of INLAND NATURAL GAS CO. LTD.

right-of-way

and that he is] entitled to a over the land hereunder described, and hereby make application under the provisions of the " Land Registry Act " and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is

INLAND NATURAL GAS CO. LTD., 1155 West Georgia Street, Vancouver 5, British Columbia; body corporate

† Not applicable where the applicant is a corporation. Strike out words not applicable.

I am a British subject. [X] I am not a British subject. []

I am informed by

(Adapt to suit circumstances.)

† For use where the application is made by a solicitor or agent.

verily believe, that the person so entitled to be registered as owner of the charge is a British subject. [X] is not a British subject. []

The fee-simple is registered in Vol. , Fol. , of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
Prince George	Those portions of Lot 847 and the South East Quarter of Lots 760A and the unsurveyed shoreland covered by water situated in the bed of the Fraser River, South West Quarter of Lot 760A and the North West Quarter of Lot 816 all in Cariboo District	

Do not write outside the side-line. Space reserved for binding.

as shown outlined in red on Plan CG 2254. LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
October 6, 1966	CROWN GRANT to INLAND NATURAL GAS CO. LTD.	Order-in-Council

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is \$167.00 dollars; (in the case of a Solicitor or Agent, add) and I am duly authorized by the owner to make this application (in the case of an Agent, add) and I reside in the Province of British Columbia, and am of the full age of twenty-one years.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the " Canada Evidence Act."

DECLARED before me this 6th

day of December 1966

at Prince George British Columbia.

(Signature) c/o Wilson, King & Company #390 - 444 Victoria Street, Prince George, B.C.

* NOTE.—Insert here the estate less than the fee-simple, or encumbrance or equitable interest claimed in, over, or upon the land, e.g., mortgage in fee-simple for \$500, estate for life, his pendens (according to circumstances, upon, in, over).

Endorsed on C.T. No.

105352 M

Running No. A9552

Appl. No. 43989K

Date of application: 23/12/66
@ 11.44

6M-766-6876

Owner of Charge and Address	Legal Description
<p>INLAND NATURAL GAS CO. LTD. 1155 WEST GEORGIA ST, Vancouver 5, B.C.</p> <p><u>List of instruments:</u> 6/10/66 Order & Commit R.W.</p>	<p>Prince George A.D.</p> <p>First: That portion of D.L. 847</p> <p>Secondly That portion of the SE 1/4 of D.L. 760 A</p> <p>Thirdly That portion of unsurveyed shoreline covered by water situate in the bed of the Fraser River</p> <p>all included within Plan C.G. 2254</p> <p>all in C.D.</p>

Type of charge:

all Right of Way

Merge and(or) cancel:

Value or amount - - \$ 16.7
Tax certificate here/with NA
Owner is/not British subject: >



A 9552

2963.

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia, approved by His Honour the Lieutenant-Governor on the 6th day of October, A.D. 1966.

To His Honour

The Lieutenant-Governor in Council:

The undersigned has the honour to report:

E. G. P. Matheson
ASSISTANT DEPUTY PROVINCIAL SECRETARY.

THAT Inland Natural Gas Co. Ltd., a company incorporated under the laws of British Columbia has applied for a right-of-way over certain Crown lands for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and/or repair of one or more pipelines together with the right to erect or install all the works of Inland Natural Gas Co. Ltd. necessary for its undertakings (hereinafter collectively referred to as installations), including but without limiting the generality of the foregoing, all such compressor and other stations, structures, communication systems, including pole-lines, drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of natural gas, oil, and other liquid or gaseous hydrocarbons and any product or by-product thereof together with the right of ingress and egress to and from the same for its servants, agents, contractors and subcontractors, with vehicles, supplies and equipment for all purposes necessary or incidental to its undertakings.

AND TO RECOMMEND THAT pursuant to Section 70 of the Land Act being Chapter 206 of the Revised Statutes of British Columbia, 1960, and all other powers thereto enabling Her Majesty the Queen in right of the Province of British Columbia (hereinafter referred to as the Grantor), in consideration of the payment of the sum of one hundred and sixty-seven dollars (\$167.00) (the receipt whereof is hereby acknowledged) doth grant unto Inland Natural Gas Co. Ltd., its successors and assigns (hereinafter referred to as the Grantee) the full, free and uninterrupted right and privilege to enter, labour and pass along, over and under the Crown lands shown outlined in red on Plan C.G. 2254, on file in the Land Registry Office, Prince George, B.C. (4 Tube 795) (hereinafter referred to as the Crown lands) for all purposes necessary or incidental to the operation of a pipeline.

AND TO FURTHER RECOMMEND THAT subject to all the provisions hereinafter contained, the term of the right-of-way herein granted shall be the period during which the right-of-way is required by the Grantee, subject, however, to the provisions of Clause 5.

1. That the Grantee shall pay and discharge all taxes, rates, duties and assessments whatsoever, now or hereafter charged upon or payable in respect of the said right-of-way, and installations.
2. That the Crown lands shall be used solely for the purposes aforesaid and for no other purposes.

Registered the <u>12</u> day of <u>Jan</u> , 19 <u>67</u> , on application received at the time written or stamped on the application.
--

A 9552

3. That the Grantee shall, as soon as weather and soil conditions permit, and in so far as it is practicable so to do, bury and maintain the installations so as not to interfere with the drainage or ordinary cultivation of the Crown lands, and in no case shall the top of any pipe-line be less than twenty-four (24) inches below the normal ground level except that the pipe-line may be above ground in spanning ravines, rivers, and other topographical features in accordance with standard practice for pipe-line construction; provided, however, that after the pipe-line is in place, the excavation shall be carefully back-filled and any part of the surface of the Crown lands used by the Grantee in the laying-down, construction, alteration, removal, replacement, reconstruction, and repair of the pipe-line shall be graded, and all surplus materials removed and the Crown lands restored to a condition satisfactory to the Minister of Lands, Forests, and Water Resources (hereinafter referred to as the "Minister"), which restoration may include reseeded of the Crown lands with suitable grasses and legumes.
4. That the Grantee shall at all times wholly indemnify the Grantor from and against all loss, damage, injury, and expense to which the Grantor may be put by reason of any damage or injury to persons or property caused by any of the Grantee's pipes or installations, herein provided for, or by any substance being carried in the pipes or installations, as well as against any damage or injury resulting from the imprudence, neglect, or want of skill of the employees or agents of the Grantee in connection with the laying-down, maintenance, removal, and repair of the pipe-line or installations.
5. That if the Grantee shall, over any period of two (2) consecutive years or over such extended period as may be granted in writing by the Minister, fail to make diligent use of the Crown lands for the purpose aforesaid, the rights and privileges granted herein shall cease and terminate forthwith, and the Grantee shall, within two (2) years from the date of such termination or within such extended period as may be granted by the Minister, have the right to remove its installations. Any installations of the Grantee not so removed shall become the property of the Grantor; provided, however, that the Grantee shall in any event leave the Crown lands in a safe condition satisfactory to the Minister.
6. That notwithstanding any rule of law or equity, but subject to the provisions of clause 5, the installations brought onto, laid, or erected upon or buried under the Crown lands by the Grantee shall remain the property of the Grantee, and during the term of this right-of-way the Grantee shall have the right at any time and from time to time to remove in whole or in part any of its installations.
7. That the Grantee performing and observing the conditions and provisions herein contained shall and may peaceably hold and enjoy the rights, liberties, and privileges hereby granted without hindrance, molestation, or interruption on the part of the Grantor, subject, however, to all the provisions herein contained.
8. That nothing herein contained shall be deemed to vest in the Grantee any title to timber, gold, silver, or any minerals, coal, petroleum, natural gas, building and construction stone, limestone, marble, shale, clay, sand, gravel, volcanic ash, earth, soil, diatomaceous earth, marl, or peat, on or under the Crown lands, except only the parts thereof that are necessary to be dug, carried away, or used in the construction of the installations of the Grantee.
9. That any Crown timber cut or destroyed on the Crown lands shall be paid for at a stumpage rate (inclusive of royalty) to be set by the Minister. Billing will be on the basis of a cruise acceptable to the Minister, but in the event of a subsequent sale of timber exceeding in volume the amount of the cruise, then any excess over the cruise figures will be billed at the full rate of stumpage; provided, however, that notwithstanding the foregoing the Grantor may dispose of timber on the Crown lands under the provisions of the Forest Act.
10. That slash and debris created in connection with clearing the Crown lands shall be disposed of in keeping with the requirements of the Forest Act, as required by the Forest Officer in charge.

4800

A 9552

11. That the Grantee shall without cost give and grant to any Provincial authority or railway owned or controlled by the Province requiring the same right of entry in and upon the Crown lands for the purpose of constructing and maintaining highway and railway crossings in accordance with the terms of any valid laws, orders, and regulations in respect to the construction and maintenance of such crossings applicable to the operation of the Grantee.
12. That the Grantee, at its own expense, shall provide and install casings, culverts, or other like fabricated materials required to protect the installations over which any highway or railway crossing may be constructed by any Provincial authority or railway owned or controlled by the Province up to the extent of one hundred (100) lineal feet on each side respectively of the installations crossed in respect to any one crossing. All other costs of constructing any such crossing in accordance with the laws, orders, and regulations applicable to the operations of the Grantee shall be borne by the Provincial authority or Provincially owned or controlled railway constructing the same.
13. That the Grantor shall at all times be entitled to the use and possession of the surface of the Crown lands and to dispose of same for any purposes whatsoever subject to the rights hereby granted.
14. That this grant is and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and these presents, including all the conditions and provisions herein contained, shall extend to and be binding upon and enure to the benefit of the Grantee and the Grantor and their respective heirs, executors, administrators, successors, and assigns.
15. That this grant is made and accepted subject to prior rights existing in favour of third parties, if any.
16. That the right-of-way granted herein does not extend to any highway within the meaning of the Highway Act.
17. That the installations herein provided for shall be in use by the Grantee on or before the 30th day of September, 1967 or within such extended time as may be granted by the Minister.
18. That upon breach by the Grantee of any of the provisions herein contained and upon failure of the Grantee to rectify the breach within sixty (60) days from the date of registered notice thereof, mailed by the Minister to the Grantee at its registered office or chief place of business, the Minister may terminate the right-of-way by like notice to the Grantee by registered mail; provided, however, that in the event of such termination the Grantee shall, within two (2) years from the date of such termination or within such extended period as may be granted by the Minister, have the right to remove its installations. Any installations of the Grantee not so removed shall become the property of the Grantor; provided, however, that the Grantee shall in any event leave the Crown lands in a safe condition satisfactory to the Minister.
19. That the Grantee shall observe all and singular the provisions of the land laws for the time being of the Province.
20. That the Grantee shall not assign or sublet the rights and privileges granted herein without the written consent of the Minister; provided, however, that such consent shall not be required in the event of the Grantee mortgaging or pledging the rights and privileges granted herein to secure the payment of any bonds or other indebtedness of the Grantee.
21. That the Grantee shall abide by and comply with all lawful by-laws, rules, and regulations of every municipality or other authority which in any manner relate to or affect the Crown lands.
22. That it shall be lawful for the Minister or for any person authorized by him at all reasonable times to enter upon the Crown lands to determine that the provisions herein are being fully complied with by the Grantee.

E B UO

A 9552

- 23. That this grant shall be subject to all rights of free miners under the mining laws of the Province for the time being, and to the laws of the Province from time to time with respect to the acquisition of minerals, precious or base, including phosphate, coal, petroleum, and any gas or gases.
- 24. That the Grantor shall not be liable for damages caused by vandalism or for any other interference to the Grantee's installations.
- 25. That the Grantee, its contractors, agents, or employees, shall be permitted to pass or repass over the Crown lands for the purposes of ingress and egress, including the right to construct, maintain, and use on the Crown lands any access road or roads reasonably required in connection only with the exercise of the rights and privileges granted herein; provided, however, that the Grantee shall not extend to other parties any right to the use of such road or roads and that the Grantor reserves the right to grant rights-of-way for any purpose across or along the said road or roads.
- 26. That the British Columbia Forest Service shall have free access to and use of roads and trails constructed by the Grantee on the Crown lands.
- 27. That the Grantor may request the Grantee to relocate the installations when it is in the public interest to do so, and in the event that the Grantor makes such a request, and where the site of the relocated installations will be on lands of the Crown, the Grantor shall grant to the Grantee a right-of-way on such lands on terms substantially identical to those enjoyed by the Grantee in respect of the right-of-way over Crown lands required to be relinquished by it, then in such events the Grantee will, within sixty (60) days after receipt of such request, commence and diligently continue to comply with the said request. The costs and expenses of the relocation shall be borne in the following manner, namely: If the total length of relocation required to accommodate the work in respect of which a request or requests is or are made exceeds one thousand (1,000) yards, the Grantee shall bear the costs and expenses of the relocation of the first one thousand (1,000) yards, and the costs and expenses of the relocation of the remainder shall be borne by the Grantor. If the relocation required as aforesaid is less than one thousand (1,000) yards, the Grantee shall bear the costs and expenses thereof in full.

DATED this 6 day of October, A.D. 19 66

"Dan Campbell"

A/ Minister of Lands, Forests, and Water Resources.

APPROVED this 6 day of October, A.D. 19 66

"Frank Richter"

Presiding Member of the Executive Council.

File: 0262703

N5/1a

The terms and conditions set forth above are hereby accepted and agreed to. Dated at Vancouver this 28th day of October 19 66.

INLAND NATURAL GAS CO. LTD.

J. W. Mackay PRESIDENT
D. J. McPherson SECRETARY

E. E. Y.

464

A 9552

Approved and ordered this 4th day of March, A.D. 19 57.

At the Executive Council Chamber, Victoria,

Y. L. O. C.
Lieutenant-Governor.

PRESENT:

The Honourable

in the Chair.

Q. A.
Mr. Bennett
Mr. Bonner
Mr. Black
Mr. Williston
Mr. Kiernan
Mr. Gaglardi
Mr. Wicks
Mr. Westwood
Mr. Peterson
Mr. Martin
Mr. Chant

To His Honour

The Lieutenant-Governor in Council:

The undersigned has the honour to report:

THAT it is proposed in accordance with the provisions of the "Land Act" to grant to Inland Natural Gas Co. Ltd., (hereinafter called "the company") rights-of-way over certain Crown lands for the purpose of constructing and operating a pipe line in connection with the Company's undertakings:

THAT the Company has submitted that it would be expedient and in the interests of all concerned if the title conferred by these grants could be registered under the provisions of the "Land Registry Act":

THAT the "Land Registry Act" permits registration of these estates only where the title of Her Majesty appears in the register, and accordingly the Legislature has endowed the Lieutenant-Governor in Council with power to make regulations permitting and governing the registration of these estates as enacted by section 257(2) of the "Land Registry Act":

THAT in certain areas the grant will be issued on the basis of a preliminary or interim type of plan of the right-of-way, based upon the plans prepared for the Department of Railways, showing a width of the right-of-way not exceeding eighteen hundred feet, in order to allow sufficient width to determine the dimensions of the right-of-way when the pipe line is actually constructed, and that the width of the final right-of-way will, except in special cases, be reduced to sixty feet, and it is therefore expedient to prescribe regulations governing the preliminary and final surveys of the right-of-way:

AND TO RECOMMEND THAT, under the provisions of the "Land Registry Act", and all other powers thereunto enabling, the following regulations be made :-

1. A Crown Grant of the right-of-way in favour of the Company shall be transmitted to the proper Land Registry Office, and when received the Registrar shall enter Her Majesty as the owner of the land described in the Crown Grant in the register; and upon application being made for the registration of the Company's title to the right-of-way, and upon compliance with the provisions of the "Land Registry Act" and of these regulations insofar as

A 9552

they are applicable, shall register the title by endorsing a memorandum thereof on the register; provided that the boundaries of the land described in the Crown Grant and in the register shall be subject to amendment to conform with the boundaries as defined by the final plan, as under regulation 4, and in accordance with the procedure prescribed under regulation 5.

2. On completion of construction of the pipe line the right-of-way shall be reduced and surveyed to a total width of sixty feet, except where a greater width is deemed necessary, and subject to the approval of the Surveyor-General.
3. Where the final location of the pipe line is determined before construction, the final survey may be made before construction, except for posting, but such posting shall be carried out within nine months after the completion of construction of the pipe line.
4. Within nine months after completion of construction of the pipe line the Company shall prepare a final plan of the right-of-way, based upon a survey in accordance with the provisions of the "Land Registry Act" and the regulations which the Surveyor-General has issued or may issue, and shall deposit such copies of the plan with the Surveyor-General as he requires. The Surveyor-General shall, after approval, transmit the necessary number of copies of the plan to the proper Land Registry Office for deposit.
5. When the final plan has been deposited in the proper Land Registry Office the Registrar shall amend the register which shows Her Majesty's title to the land comprising the right-of-way and the title of the Company by striking out the description of the land therein and substituting therefor the description of the land according to the final plan, and shall endorse a note of the order-in-council on the register; the latter description shall limit and govern the boundaries of the right-of-way and shall relate back to and have the same force and effect as if that description were contained in the original Crown Grant of the right-of-way and registered in the register.

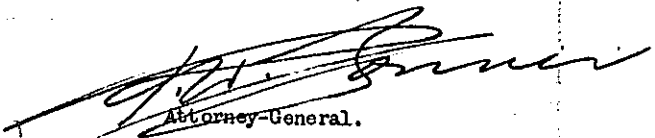
DATED this

15th

day of

March

A.D. 1957.


 Attorney-General.

APPROVED this

15th

day of

March

A.D. 1957.


 Presiding Member of the Executive Council.