

26-FF-226

PLAN NO. PGP37803

REFERENCE PLAN OF EASEMENT
 WITHIN LOT 2, PLAN PGP 37803,
 DISTRICT LOT 753, CARIBOO DISTRICT.

B.C.G.S. 93G.087

Deposited in the Land Title Office at Prince
 George this 14 day of *March* 1994.

W. D. Dandy
 REGISTRAR

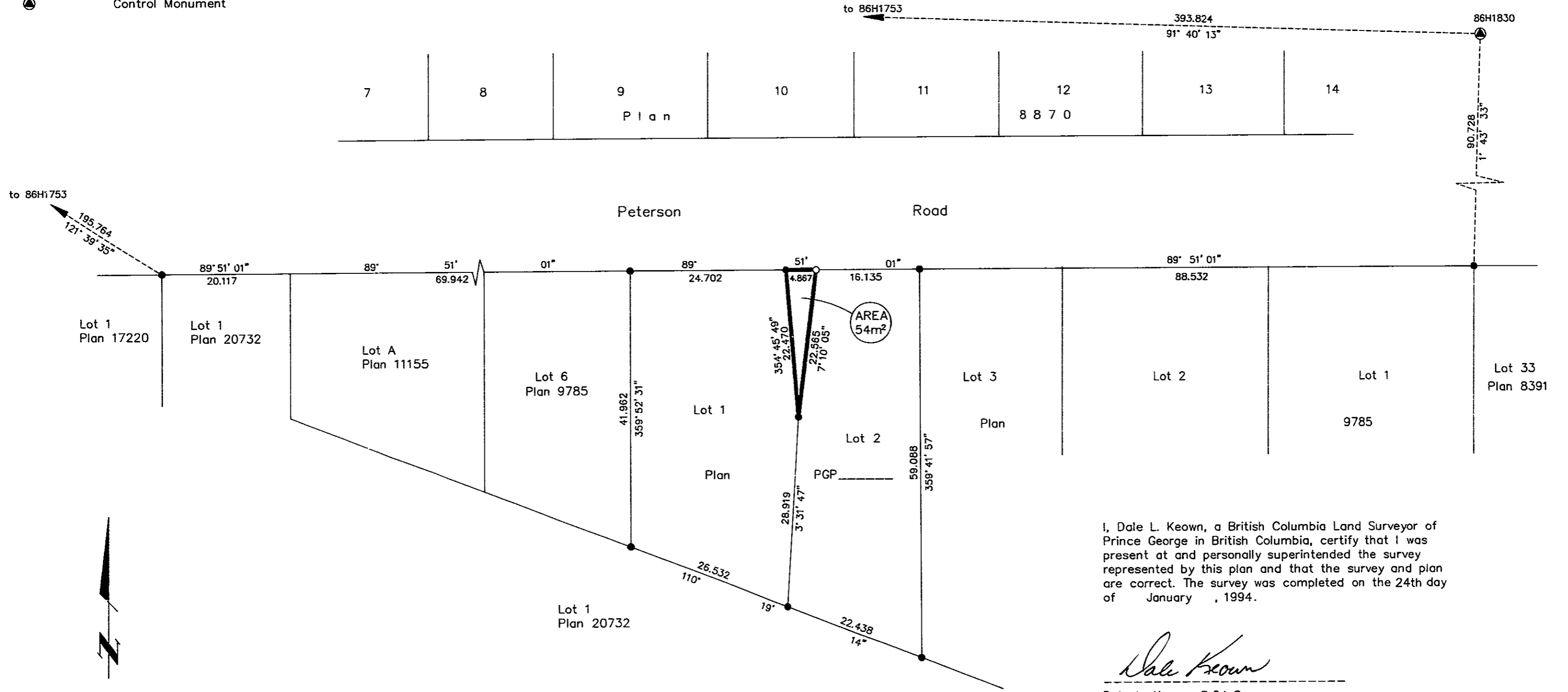
Scale: 1 : 500 (Distances are in metres)



Grid bearings are derived from observations between
 control monuments 86H1753 and 86H1830, integrated
 survey area number 39, City of Prince George, B.C.

Note: This plan shows ground level measured
 distances. Prior to computation of U.T.M.
 co-ordinates multiply by the combined
 factor 0.9995105393

- LEGEND**
- Standard Iron Post Found
 - Standard Iron Post Placed
 - ⊙ Control Monument



I, Dale L. Keown, a British Columbia Land Surveyor of
 Prince George in British Columbia, certify that I was
 present at and personally supervised the survey
 represented by this plan and that the survey and plan
 are correct. The survey was completed on the 24th day
 of January, 1994.

Dale Keown

Dale L. Keown, B.C.L.S.

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

KILBRIDE LAND SURVEYING LTD. British Columbia Land Surveyors Prince George, B.C. Ph: (604) 562-1196 Fax: 562-3656		
F.B.- UD45	D.L.- 753	REF. NO.- 940016A

BC ONLINE LAND TITLE INTERNET SERVICE
PROVIDED IN CO-OPERATION WITH
LAND TITLE BRANCH - MINISTRY OF SUSTAINABLE RESOURCE MANAGEMENT

B.C. LAND TITLE BRANCH - DOCUMENT RETRIEVAL

WEB REQUEST

CLIENT NAME: CITY OF PRINCE GEORGE
ADDRESS: 1100 PATRICIA BOULEVARD
PRINCE GEORGE BC V2L 3V9

PICK-UP INSTRUCTIONS:

USER ID: PG70932 APPLICATION NO.: PH8377 PG PAGES: 005
ACCOUNT NO.: 832894 REQUESTED AT: 03-02-20 11:36
REFERENCE NO.: K09962 FOLIO NO.:

REMARKS:

BC ONLINE LAND TITLE INTERNET SERVICE

HELP DESK VICTORIA (250) 953-8200
IN B.C. 1-800-663-6102
ADMINISTRATION OFFICE ... (250) 953-8250
FAX NUMBER (250) 953-8222

PERSONS WHO NEED TO RELY ON A PLAN FOR LEGAL PURPOSES MUST EXAMINE THE OFFICIAL VERSION AT THE LAND TITLE OFFICE IN WHICH THE PLAN IS DEPOSITED.

THE BYLAW AND COMMON PROPERTY SHEETS ATTACHED TO STRATA PLANS HAVE BEEN REPEALED. INFORMATION REGARDING THE BYLAWS AND/OR DEALINGS AFFECTING THE COMMON PROPERTY OF STRATA PLANS MUST BE OBTAINED FROM THE GENERAL INDEX AND/OR COMMON PROPERTY INDEX ON ALTOS. REFER TO THE BC ONLINE USER GUIDE FOR ACCESS INFORMATION.

94 MAR 14 09 13

PH008377

LAND TITLE ACT
FORM C

(Section 219.81)
Province of
British Columbia

5000 STC X 2

3/3

680502
680503

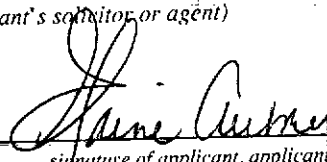
GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of _____ pages

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

ELAINE C. AUBRY, Notary Public
#203 - 411 Quebec Street 564-8442
Prince George, B.C. V2L 1W5



signature of applicant, applicant's solicitor or agent

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

(PID) (LEGAL DESCRIPTION)
No PID # Lot 2 shown in bold outline on a Plan of Subdivision of Lots 4 and 5, Plan 9785, District Lot 753, Cariboo District, prepared from a survey conducted by Dale L. Keown, B.C.L.S. and completed on the 24th day of January, 1994.

3. NATURE OF INTEREST:*

DESCRIPTION
Easement

DOCUMENT REFERENCE
(page and paragraph)
all pages

PERSON ENTITLED TO INTEREST
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Lot 1, District Lot 753, CD, Plan PGP 37903
~~XXXXXXXXXXXX~~

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

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

- D.F. No.
- Annexed as Part 2
- There is no Part 2 of this instrument

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.

03/14/94 A1754k CHARGE 50.00

5. TRANSFEROR(S):*

MICHAEL HARRY ROGERS and CHERYL LYNNE MARIE ROGERS

6. TRANSFEREE(S): (including postal address(es) and postal code(s))* MICHAEL HARRY ROGERS and CHERYL LYNNE MARIE ROGERS

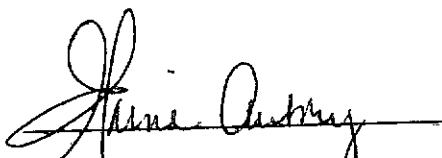
Lot 1 shown in bold outline on a Plan of Subdivision of Lots 4 and 5, Plan 9785, District Lot 753, Cariboo District, prepared from a survey conducted by Dale L. Keown, B.C.L.S. and completed on the 24th day of January, 1994.

7. ADDITIONAL OR MODIFIED TERMS: *

Nil

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.

Officer Signature(s)



ELAINE C AUBRY
NOTARY PUBLIC

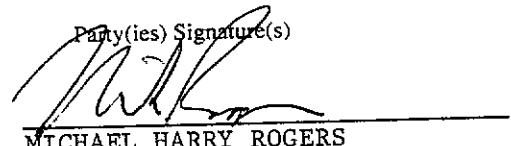
#203 - 411 QUEBEC STREET
PRINCE GEORGE, B.C. V2L 1W5

As to both signatures

Execution Date

Y	M	D
94	02	14

Party(ies) Signature(s)


MICHAEL HARRY ROGERS
CHERYL LYNNE ROGERS
MARIE

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. 1979, c. 116, 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.

EASEMENT AGREEMENT

THE AGREEMENT dated for reference the 14th day of February, 1994.

BETWEEN:

MICHAEL HARRY ROGERS, Sales Representative and
CHERYL LYNNE MARIE ROGERS, Homemaker, both of
2737 Peterson Road, Prince George, British
Columbia, V2N 1P1

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

MICHAEL HARRY ROGERS, Sales Representative and
CHERYL LYNNE MARIE ROGERS, Homemaker, both of
2737 Peterson Road, Prince George, British
Columbia, V2N 1P1

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee simple of that certain parcel or tract 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:

PID #
Lot 2 shown in bold outline on a Plan of Subdivision of Lots 4 and 5,
Plan 9785, District Lot 753, Cariboo District, prepared from a survey
conducted by Dale L. Keown, B.C.L.S., and completed on the 24th day of
January, 1994

(hereinafter called the "Grantor's Lands")

B. The Grantee is the registered owner in fee simple of that certain parcel or tract 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:

PID #

Lot 1 shown in bold outline on a Plan of Subdivision of Lots 4 and 5, Plan 9785, District Lot 753, Cariboo District, prepared from a survey conducted by Dale L. Keown, B.C.L.S., and completed on the 24th day of January, 1994

(hereinafter called the "Grantee's Lands");

C. The Grantor has agreed to grant to the Grantee permission to construct, maintain and replace as appurtenant to and for the benefit of the Grantee's Lands sewage works for the collection, conveyance and disposal of sewage, drainage works for the impounding, conveying and discharging of surface and other waters and water works for the collection, storage and distribution of water (hereinafter referred to as the "Works").

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), the parties have agreed as follows:

1. The Grantor doth hereby grant, convey and confirm unto the Grantee, the owner for the time being of the Grantee's Lands, the full, free and uninterrupted right, liberty, easement and right-of-way forever to use the Grantor's Lands for the purpose of laying down, installing, construction, entrenching, operating, maintaining, inspecting, altering, removing, replacing, burying, using, protecting or otherwise establishing one or more systems comprising the Works.
2. The easement over the Grantor's Lands set forth herein is granted to the Grantee and his servants, licensees, officials, agents and workmen to enter, at their will and pleasure, together with their equipment, machinery and vehicles at any or all times upon the Easement Lands and also to dig, bore and take up the soil of the Grantor's Lands for the purposes aforesaid but only to such extent as may be necessary for such purposes and not otherwise. The Grantee shall as soon as possible restore the Grantor's Lands to their pre-existing condition subject always to the Grantee's right to use the Grantor's Lands for the purposes herein specified.
3. The Grantee shall, so often as his servants or agents enter upon the Grantor's Lands for the purpose of installing, maintaining, operating, inspecting, altering, constructing, enlarging or replacing any of the facilities or Works described in paragraph 1 hereof, conduct such work diligently and in compliance with all applicable laws or regulations.

4. The Grantee shall at all times maintain the Works described in paragraph 1 hereof in a reasonable state of repair.
5. The Grantee shall indemnify and save harmless the Grantor from any and all actions, proceedings, costs, claims and demands whatsoever that may be lawfully brought against the Grantor by reason of anything done or not done by the Grantee in the exercise or the purported exercise of the rights and privileges herein granted to the Grantee.
6. Nothing herein contained shall restrict, prevent or preclude the Grantor from crossing, recrossing and using the Grantor's Lands in a manner which does not interfere with or restrict the use, unobstructed access, security and efficient functioning of the Works.
7. Notwithstanding anything herein contained, the Grantee shall restrict its right of access and ingress and egress for the purposes specified herein to that part as shown in bold outline on Easement Plan PGP 37803.
8. The Grantor shall not make, place, erect or maintain on the Grantor's Lands and building, structure, foundation or obstruction which may interfere with the operation of the Works constructed or to be constructed on the Grantor's Lands or prevent reasonable access thereto.
9. The Grantor will from time to time upon request and at the cost and expense of the Grantee, execute all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the easements and rights-of-way hereby granted.
10. Any and all chattels and fixtures installed by the Grantee on the Grantor's Lands shall be and shall remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Grantee.
11. The Grantee covenants and agrees with the Grantor that he:
- (a) will not bury debris or rubbish of any kind in excavations or backfill, and that he will remove shoring and the like temporary structures as backfilling proceeds;
 - (b) will remove from the Grantor's Lands all debris resulting from the exercise by him of any of his rights hereunder;

- (c) will, as soon as weather and soil conditions permit, and insofar as it is practicable to so do, bury and maintain all underground works installed by him so as not to unduly interfere with the drainage of the Grantor's Lands;
- (d) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible;
- (e) will pay all taxes, rates and assessments arising from improvements made and equipment, machinery or other chattels installed by the Grantee in operating and using the easements and rights-of-way herein provided for.

12. The covenants, rights, liberties, easements and rights-of-way herein contained shall be covenants, rights, liberties, easements and rights-of-way running with the land. They shall be personal or binding upon the Grantor only during the Grantor's or any successor owner's ownership of any interest in the Grantor's Lands, but the Grantor's Lands shall nevertheless be and remain at all times charged therewith.

13. The covenants herein contained shall be perpetual covenants running with the land and the easements and rights-of-way hereby granted are appurtenant to and for the benefit of the Grantee's Lands.

14. In this Agreement all covenants, provisos, conditions and agreements shall be construed as several as well as joint and the singular shall include the plural and vice versa and any reference to a party shall include that party's heirs, executors, administrators, successors and assigns, as the case may be.

15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

END OF DOCUMENT