

26-FF-226

PLAN NO. PGP 38926

Deposited in the Land Title Office at Prince George this 12 day of May 1995

*B. Bigian* Per: *[Signature]*  
REGISTRAR  
PJ 15614

B.C. HYDRO AND POWER AUTHORITY

REFERENCE PLAN OF STATUTORY RIGHT OF WAY IN PART OF REMAINDER OF LOT A, PLAN 32454, DISTRICT LOTS 753 AND 2003, AND PART OF REMAINDER OF PARCEL 1, PLAN 29709, DISTRICT LOT 2003, CARIBOO DISTRICT.

B.C.G.S. 93G.097

Pursuant to Section 113 of the Land Title Act

Scale: 1 : 1000 (Distances are in metres)

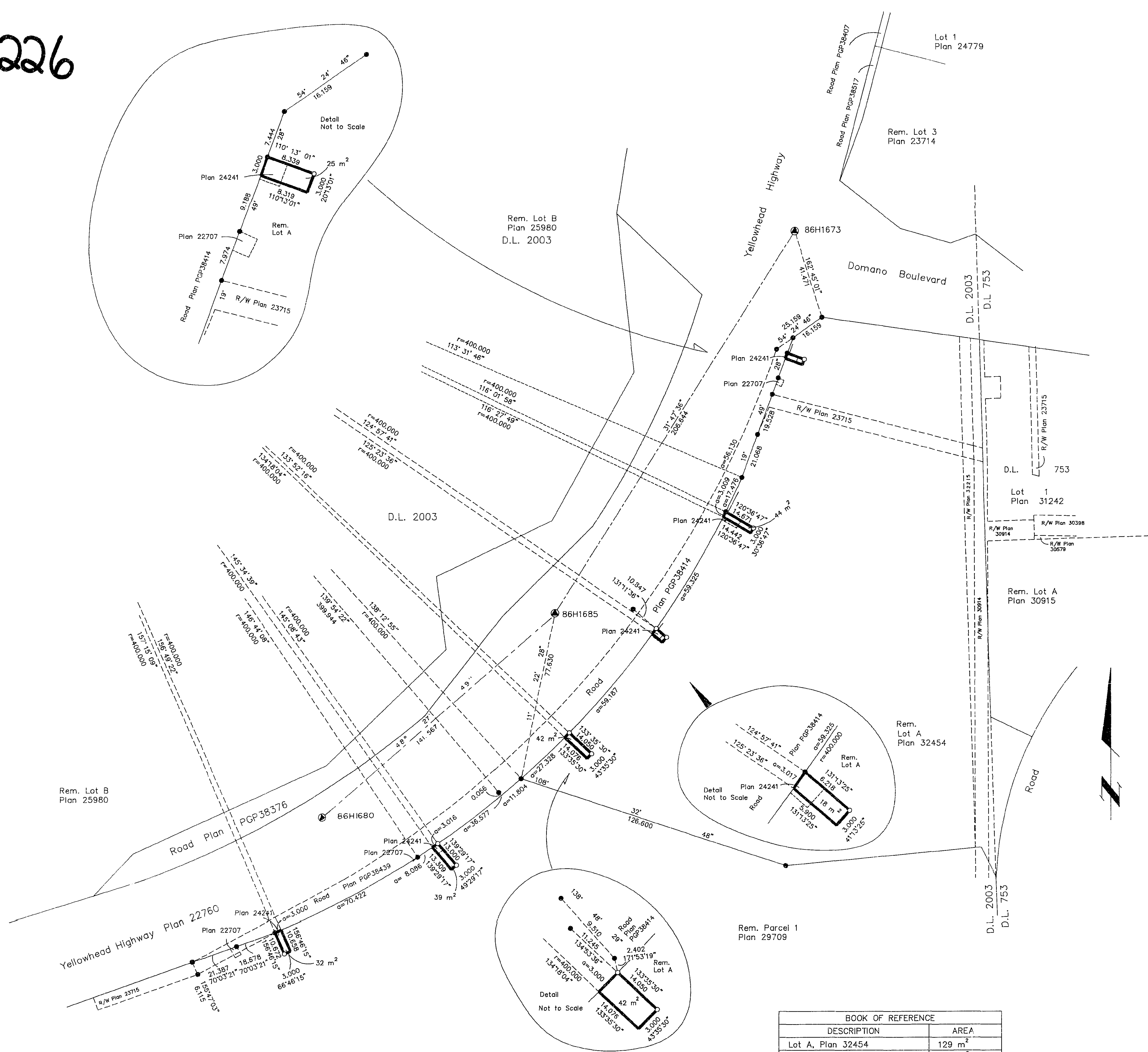


LEGEND

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

Note: This plan shows ground level measured distances. Prior to computation of U.T.M. co-ordinates multiply by the combined factor 0.999499675

Grid bearings are derived from observations between control monuments 86H1680 and 86H1685, integrated survey area number 39, City of Prince George, B.C.



BOOK OF REFERENCE	
DESCRIPTION	AREA
Lot A, Plan 32454	129 m <sup>2</sup>
Parcel 1, Plan 29709	71 m <sup>2</sup>

I, Gordon 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 18 day of August, 1994.

*Gordon Kilbride*  
Gordon Kilbride, 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.- RA	D.L.- 2003	REF. NO.- 940443-7
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95 MAY 12 11 49

PJ015614

*free chg  
free Plan*

Land Title Act

FORM C

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 5 pages

1. **APPLICATION:** Necessary for the operation and maintenance of B. C. Hydro's undertaking

Agnes MacPherson, Agent for  
B. C. Hydro and Power Authority  
8th Floor, 333 Dunsmuir Street  
Vancouver, B. C. V6B 5R3

*N. MacP*  
Telephone: 623-4377

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

008-405-085. Pcl 1, District Lot 2003, Cariboo District, Plan 29709 except Plans 32454 and PGP38439  
(called "the land" in the attached Terms of Instrument - Part 2)

3. **NATURE OF INTEREST:**

Description	Document Reference	Person Entitled to Interest
Statutory Right of Way over part on Reference Plan of Statutory Right of Way Number PGP 38926	Entire Instrument	Transferee

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

(a) Filed Standard Charge Terms  D.F. No. 05/12/95 D7180a CHG FREE .00

(b) Express Charge Terms  Annexed as Part 2

(c) Release  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.

5. **TRANSFEROR(S):** THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT

6. **TRANSFeree(S):** (Including postal address(es) and postal code(s))  
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,  
333 Dunsmuir Street, Vancouver, B. C., V6B 5R3

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.

Officer Signature(s) \_\_\_\_\_ Execution Date \_\_\_\_\_ Party(ies) Signature(s) \_\_\_\_\_  
Y M D

*Signature*  
~~Signature~~

GARY R. BROWN, Q.C.  
Barrister & Solicitor  
1598 6th Avenue  
Prince George, B.C. V2L 5G7

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT  
by its Authorized Signatory

*J. E. Larkin*  
JAMES E. LARKIN

(As to all signatures)

**OFFICER CERTIFICATION:**  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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.

File No.: 805-1402.0(9)-10,11      Originator: AM/nm      Date: 95 03 28  
Doc type: OE GWA T/L (Under 230 kV)

OE GWA T/L (Under 230 kV)

## TERMS OF INSTRUMENT - PART 2

"Owner" means the Transferor(s) as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1;

"B. C. Hydro" means the Transferee(s) as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1; and

"the land" means the land as set out in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

## WITNESSETH THAT:

1. The Owner, in consideration of the sum of One Hundred Dollars (\$100.00) of the lawful money of Canada and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), hereby grants unto B. C. Hydro in perpetuity the full and free right, liberty and statutory right of way for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro:
  - (a) To install, maintain, remove and replace guy wires, anchors, and their several attachments, for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes (all of which are hereinafter collectively called "the works") upon the 39 and 32 square metre portions of the land as shown within the heavy black outlines on Reference Plan of Statutory Right of Way Number PGP 38926, prepared by Gordon Kilbride, B.C.L.S., and certified correct on the 18th day of August 1994, (hereinafter together called "the right of way area");
  - (b)
    - (i) To trim or fell all or any trees or growth now or hereafter on the right of way area;
    - (ii) To clear the right of way area and keep it cleared of all or any part of any trees or growth now or hereafter on the right of way area;
    - (iii) To clear the right of way area and keep it cleared of all or any part of any buildings or obstructions now or hereafter on the right of way area which might, in the opinion of B. C. Hydro, interfere with or endanger the installation, operation, maintenance, removal or replacement of or access to the works or any part thereof or the operation, use, maintenance or existence of which on the right of way area might, in the opinion of B. C. Hydro, create or increase any hazard to persons;
  - (c) To install, maintain and use gates in all fences which now or hereafter shall cross the right of way area;
  - (d) Generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing.

## OE GWA T/L (Under 230 kV)

2. The Owner hereby covenants with B. C. Hydro:
- (a) Not to make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, (hereinafter called "the Owner's works"), or to plant any growth upon the right of way area, if any such actions, in the opinion of B. C. Hydro:
    - (i) might interfere with or endanger the works or any part thereof or the installation, operation, maintenance, removal or replacement of the works or any part thereof; or
    - (ii) might obstruct access by B. C. Hydro's servants, agents or licensees to the works or any part thereof; or
    - (iii) might by the operation, use, maintenance or existence of the Owner's works on the right of way area create or increase any hazard to persons;
  - (b) In particular, but without restricting the generality of the foregoing, not to:
    - (i) use the right of way area or any part thereof or permit the same to be used for the regular or organized parking of vehicles;
    - (ii) excavate for, erect, construct, maintain or use any swimming pool within the right of way area,  
  
without specific written permission from B. C. Hydro and then only in compliance with the terms and conditions upon which such permission is granted;
  - (c) Not to carry out blasting or aerial logging operations on or adjacent to the right of way area unless permission in writing from B. C. Hydro has first been received, which permission shall not be unreasonably withheld;
  - (d) Not to diminish or substantially to add to the ground cover over such of the works as may be from time to time installed, operated or maintained below the surface of the right of way area and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across such of the works as may at any time be installed on or under the right of way area;
  - (e) Not to do or knowingly permit to be done any act or thing which might, in the opinion of B. C. Hydro, in any way whatsoever interfere with or injure the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons.
3. B. C. Hydro hereby covenants with the Owner:

## OE GWA T/L (Under 230 kV)

- (a) To pay compensation to the Owner for any damage to any buildings outside the right of way area, and to crops (other than timber), livestock, drains, ditches, culverts, fences, bridges, roads and fruit, nut or ornamental trees anywhere on the land caused by B. C. Hydro in the exercise of any of its rights hereunder and without negligence on the part of the Owner;
- (b) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that B. C. Hydro cuts on the land;
- (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the land by B. C. Hydro in the exercise of any of its rights hereunder;
- (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land.

4. It is mutually agreed between the Owner and B. C. Hydro that:

- (a) The amount of any compensation payable under Paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and B. C. Hydro and in the event of disagreement as may be settled by arbitration pursuant to the Commercial Arbitration Act, but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid;
- (b) The title to all timber cut on the land by B. C. Hydro in the exercise of its rights hereunder shall vest in B. C. Hydro;
- (c) This Agreement shall be construed as running with the land and that no part of the fee of the soil shall pass to or be vested in B. C. Hydro under or by these presents;
- (d) The expressions "Owner" and "B. C. Hydro" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;
- (e) Where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed on one or more pages.

END OF DOCUMENT

LAND TITLE ACT  
FORM 11 (a)  
(Section 99(1)(e),(j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR ~~EXPLANATORY~~  
PLAN (CHARGE)

I, (full name, address and occupation) Agnes MacPherson, Properties Division,  
B.C. Hydro and Power Authority, 8th Floor, 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3.

(agent of British Columbia Hydro and Power Authority, 8th Floor, 333 Dunsmuir Street, Vancouver,  
B.C. V6B 5R3) apply to deposit reference/~~explanatory~~ plan of:

008-400-474  
008-405-085

Statutory Right of Way in part of Remainder of Lot A, Plan 32454,  
District Lots 753 and 2003, and part of Remainder of Pcl 1,  
Plan 29709, DL 2003, Cariboo District.

I enclose:

- 1. The reference/~~explanatory~~ plan.
- 2. The reproductions of the plan required by section 67 (u).
- 3. Fees of \$ NIL.

Dated the 8th day of May, 19 95

BCH FILE: 805-1402.0(9)-10,11 & 11A

N. MacPherson  
Signature

Agnes MacPherson

- NOTE:
- (i) The following reproductions of the plan must accompany this application:
    - (a) one blue linen original (alternatively, white linen or original transparencies).
    - (b) one duplicate transparency.
    - (c) one whiteprint is required as a worksheet for the land title office.
  - (ii) The following further requirements may be necessary:
    - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (1)(a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 7/81) under the Agricultural Land Commission Act.
    - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
"The eligible residence as defined by the Home Purchase Assistance Act is located on lot \_\_\_\_\_ created by this plan."

\_\_\_\_\_  
B.C.L.S. or solicitor for the owners

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

ASSIGNED PLAN NUMBER PgP 38926

Free Plan  
Free Chg

95 AUG -2 12 53  
~~2003 07 24~~

PJ027893  
PJ28152

Land Title Act

FORM C

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 5 pages

1. **APPLICATION:** Agnes MacPherson, Agent for B. C. Hydro and Power Authority, 8th Floor, 333 Dunsmuir Street, Vancouver, B. C. V6B 5R3

Necessary for the operation and maintenance of B. C. Hydro's undertaking

*McCl* NORTHWEST REGISTRY SERVICES  
Telephone: 623-4377 (504) 564-0516 or 1-800-292-8388

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:**  
008-400-474 Lot A, District Lots 753 and 2003, Cariboo District, Plan 32454 except Plan PGP38414; and  
008-109-893 Lot 1, District Lots 753 and 2003, Cariboo District, Plan 24779 except Plan PGP38407  
(called "the land" in the attached Terms of Instrument - Part 2)

3. **NATURE OF INTEREST:**

Description	Document Reference	Person Entitled to Interest
Statutory Right of Way over parts on Reference Plan of Statutory Right of Way Numbers PGP <u>38926</u> and PGP <u>39184</u>	Entire Instrument	Transferee

4. **TERMS:**

**PART 2 of this instrument consists of (select one only)**

(a) Filed Standard Charge Terms  D.F. No.

(b) Express Charge Terms  Annexed as Part 2

(c) Release  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 attached to the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. **TRANSFEROR(S):** CITY OF PRINCE GEORGE

6. **TRANSFeree(S):** (Including postal address(es) and postal code(s))  
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,  
333 Dunsmuir Street, Vancouver, B. C., V6B 5R3

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.

Officer Signature(s)	<u>Execution Date</u> Y M D	Party(ies) Signature(s)
<u>Signature</u> L. Jane Petrella Commissioner for Taking Affidavits, for British Columbia 1100 Patricia Blvd. Prince George, B.C. V2L 3V9. (As to all signatures) <i>J. Petrella</i>	Refund No. 19554 Cheque For 50.00 Dpty. Registrar <i>MRK</i> Payment Withdrawn Cancelled 95 07 11	CITY OF PRINCE GEORGE by its Authorized Signatory <i>J. Backhouse</i> J. BACKHOUSE, MAYOR <i>J. Forrest</i> J. FORREST, CITY CLERK

**OFFICER CERTIFICATION:**  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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.

File No.: 805-1402.0(9)-11A      Originator: AM/nm      Date: 95 03 28  
Doc type: OE GWA T/L (Under 230 kV)

ASSIGNED PLAN NUMBER PGP 39184

95 AUG - 3 11  
PJ0278152

OE GWA T/L (Under 230 kV)

## TERMS OF INSTRUMENT - PART 2

"Owner" means the Transferor(s) as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1;

"B. C. Hydro" means the Transferee(s) as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1; and

"the land" means the land as set out in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

## WITNESSETH THAT:

1. \$2,200.00<sup>Two</sup> The Owner, in consideration of the sum of ~~One~~ Thousand Two Hundred Dollars (~~\$1,200.00~~) of the lawful money of Canada and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), hereby grants unto B. C. Hydro in perpetuity the full and free right, liberty and statutory right of way for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro:

- (a) To install, maintain, remove and replace guy wires, anchors, and their several attachments, for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes (all of which are hereinafter collectively called "the works") upon those portions of the land hereinafter described:
- the 25, 44, 18 and 42 square metre portions of Lot A, District Lots 753 and 2003, Cariboo District, Plan 32454 except Plan PGP38414 as shown within the heavy black outlines on Reference Plan of Statutory Right of Way Number PGP 38926, prepared by Gordon Kilbride, B.C.L.S., and certified correct on the 18th day of August 1994; and
  - the 53 square metre portion of Lot 1, District Lots 753 and 2003, Cariboo District, Plan 24779 except Plan PGP38407 as shown within the heavy black outlines on Reference Plan of Statutory Right of Way Number PGP 39184, prepared by Gordon Kilbride, B.C.L.S., and certified correct on the 11th day of July 1994, (hereinafter collectively called "the right of way area");
- (b) (i) To trim or fell all or any trees or growth now or hereafter on the right of way area;
- (ii) To clear the right of way area and keep it cleared of all or any part of any trees or growth now or hereafter on the right of way area;
- (iii) To clear the right of way area and keep it cleared of all or any part of any buildings or obstructions now or hereafter on the right of way area which might, in the opinion of B. C. Hydro, interfere with or endanger the installation, operation, maintenance, removal or replacement of or access to the works or any part thereof or the



## OE GWA T/L (Under 230 kV)

operation, use, maintenance or existence of which on the right of way area might, in the opinion of B. C. Hydro, create or increase any hazard to persons;

- (c) To install, maintain and use gates in all fences which now or hereafter shall cross the right of way area;
- (d) Generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing.

2. The Owner hereby covenants with B. C. Hydro:

- (a) Not to make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, (hereinafter called "the Owner's works"), or to plant any growth upon the right of way area, if any such actions, in the opinion of B. C. Hydro:
  - (i) might interfere with or endanger the works or any part thereof or the installation, operation, maintenance, removal or replacement of the works or any part thereof; or
  - (ii) might obstruct access by B. C. Hydro's servants, agents or licensees to the works or any part thereof; or
  - (iii) might by the operation, use, maintenance or existence of the Owner's works on the right of way area create or increase any hazard to persons;
- (b) In particular, but without restricting the generality of the foregoing, not to:
  - (i) use the right of way area or any part thereof or permit the same to be used for the regular or organized parking of vehicles;
  - (ii) excavate for, erect, construct, maintain or use any swimming pool within the right of way area,

without specific written permission from B. C. Hydro and then only in compliance with the terms and conditions upon which such permission is granted;

- (c) Not to carry out blasting or aerial logging operations on or adjacent to the right of way area unless permission in writing from B. C. Hydro has first been received, which permission shall not be unreasonably withheld;
- (d) Not to diminish or substantially to add to the ground cover over such of the works as may be from time to time installed, operated or maintained below the surface of the right of way area and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches

## OE GWA T/L (Under 230 kV)

along or across such of the works as may at any time be installed on or under the right of way area;

- (e) Not to do or knowingly permit to be done any act or thing which might, in the opinion of B. C. Hydro, in any way whatsoever interfere with or injure the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons.

3.

B. C. Hydro hereby covenants with the Owner:

- (a) To pay compensation to the Owner for any damage to any buildings outside the right of way area, and to crops (other than timber), livestock, drains, ditches, culverts, fences, bridges, roads and fruit, nut or ornamental trees anywhere on the land caused by B. C. Hydro in the exercise of any of its rights hereunder and without negligence on the part of the Owner;
- (b) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that B. C. Hydro cuts on the land;
- (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the land by B. C. Hydro in the exercise of any of its rights hereunder;
- (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land.

4.

It is mutually agreed between the Owner and B. C. Hydro that:

- (a) The amount of any compensation payable under Paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and B. C. Hydro and in the event of disagreement as may be settled by arbitration pursuant to the Commercial Arbitration Act, but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid.
- (b) The title to all timber cut on the land by B. C. Hydro in the exercise of its rights hereunder shall vest in B. C. Hydro;
- (c) This Agreement shall be construed as running with the land and that no part of the fee of the soil shall pass to or be vested in B. C. Hydro under or by these presents;
- (d) The expressions "Owner" and "B. C. Hydro" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;

OE GWA T/L (Under 230 kV)

- (e) Where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed on one or more pages.

END OF DOCUMENT

