

REFERENCE PLAN OF STATUTORY
RIGHT OF WAY THROUGH
LOT 1, PLAN BCP1370
DISTRICT LOT 1432
CARIBOO DISTRICT

PLAN No. BCP 03252

DEPOSITED IN THE LAND TITLE OFFICE
AT NEW WESTMINSTER, B.C., THIS 6th
DAY OF Jan, 20 03.

B.G.C.S. 93G.087
PURSUANT TO SECTION 113 OF THE LAND TITLE ACT.

REGISTRAR



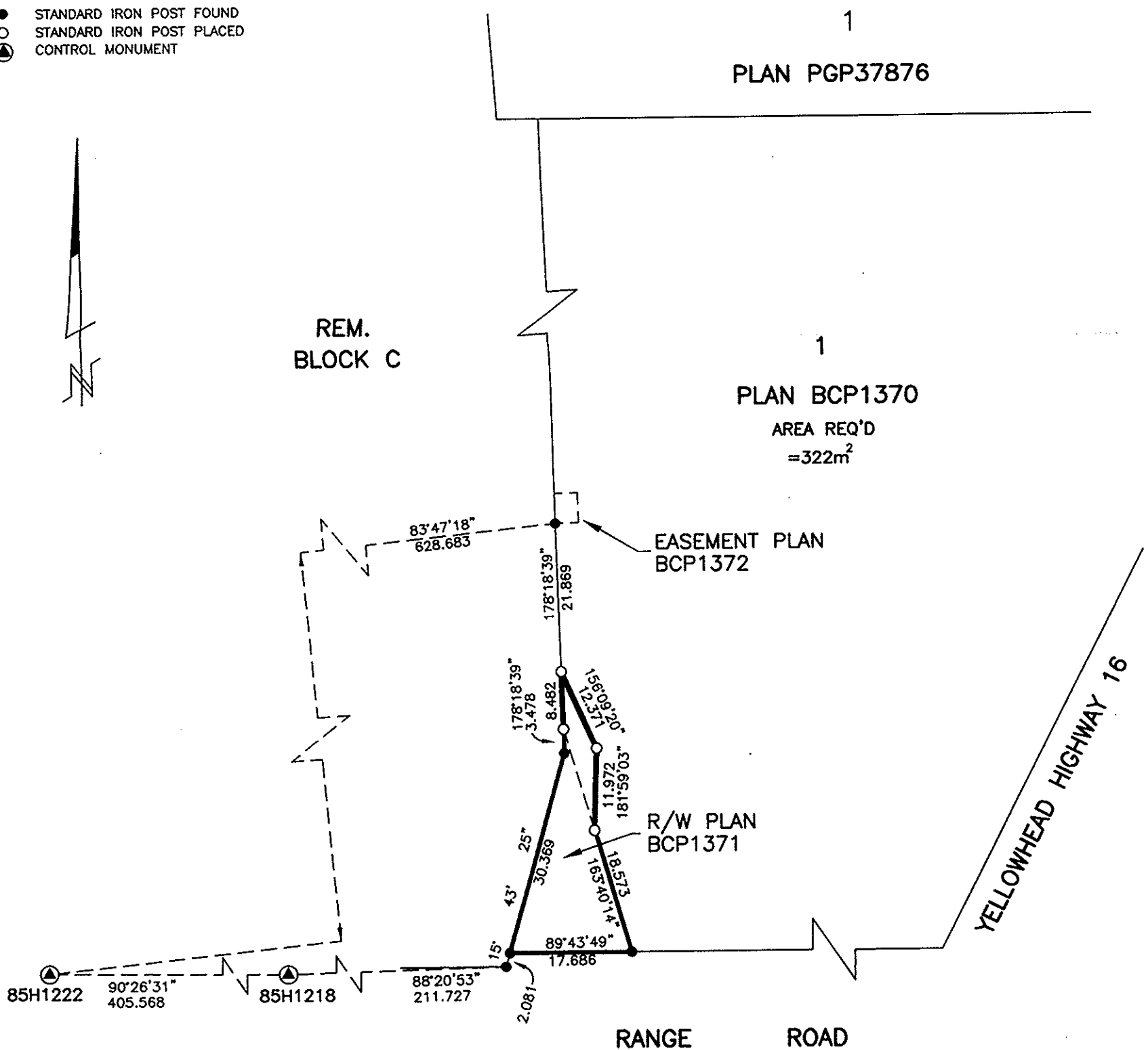
SCALE= 1 : 750
ALL DISTANCES SHOWN ARE IN METRES.

THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES.
PRIOR TO COMPUTATION OF U.T.M. COORDINATES, MULTIPLY
BY COMBINED FACTOR 0.9995128.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS
BETWEEN CONTROL MONUMENTS 85H1218, AND 85H1222.
INTEGRATED SURVEY AREA NUMBER 39, PRINCE GEORGE.

LEGEND

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- ▲ CONTROL MONUMENT



I, RONALD L. JOHNS, 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 26TH DAY OF NOVEMBER, 2002.

THIS PLAN LIES WITHIN THE FRASER-FORT GEORGE REGIONAL DISTRICT.

R. L. JOHNS LAND SURVEYING LTD.
LEGAL AND ENGINEERING SURVEYS
240 VICTORIA STREET
PRINCE GEORGE, B. C. V2L 2J4
PHONE: (250)562-5759
FAX: (250)562-5703

2002058P BB4-15-17, 22

R.L. JOHNS, B.C.L.S., C.L.S.

LAND TITLE ACT
 FORM C
 (Section 233)
 PROVINCE OF BRITISH COLUMBIA
 GENERAL INSTRUMENT - PART 1

Jan 6/03
 BV 002719

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
 BRENDA MYHRE, City of Prince George
 LTO Client #11989
 Our File #457


 Signature of applicant's agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
 (PID) (LEGAL DESCRIPTION)
 025-499-602 Lot 1, District Lot 1432, Cariboo District, Plan BCP1370

3. NATURE OF INTEREST:
 DESCRIPTION DOCUMENT REFERENCE (page and paragraph) PERSON ENTITLED TO INTEREST
 STATUTORY RIGHT OF WAY ENTIRE INSTRUMENT TRANSFEREE
 OVER PART SHOWN
 ON PLAN BCP 3252

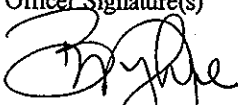
4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) Filed Standard Charge Terms D.F. No.
 (b) Express Charge Terms Annexed as Part 2
 (c) Release There is no Part 2 of this instrument
 A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule 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):* **CITY OF PRINCE GEORGE**

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))*
CITY OF PRINCE GEORGE, a municipal corporation, 1100 Patricia Boulevard,
 Prince George, British Columbia V2L 3V9

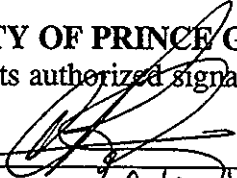
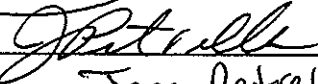
7. ADDITIONAL OR MODIFIED TERMS:* N/A

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)

BRENDA MYHRE
 Commissioner for Taking Affidavits
 for British Columbia
 1100 Patricia Blvd.
 Prince George, B.C. V2L 3V9
 (as to both Signatories)

Execution Date

Y	M	D
02	12	23

Party(ies) Signatures
CITY OF PRINCE GEORGE
 by its authorized signatories:

 Mayor Colin Kinsley

 At Clerk Jane Petrella


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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED


Officer Signature(s)

BRENDA MYHRE
Commissioner for Taking Affidavits
for British Columbia
1100 Patricia Blvd.
Prince George, B.C. V2L 3V9

(as to both signatures)

Execution Date		
Y	M	D
02	12	23

Transferor(s) Signature(s)

CITY OF PRINCE GEORGE
by its authorized signatories:



Mayor **Colin Kinsley**



At Clerk **Jane Petrella**

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.

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY AGREEMENT

BETWEEN:

CITY OF PRINCE GEORGE
1100 Patricia Boulevard
Prince George, British Columbia V2L 3V9

(the "Owner")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE
1100 Patricia Boulevard,
Prince George, British Columbia V2L 3V9

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner in fee simple of the lands and premises described as:

Lot 1, District Lot 1432, Cariboo District, Plan BCP1370

(the "Lands");

B. Section 218 of the Land Title Act, R.S.B.C. 1996, c. 250 enables the Owner to grant in favour of the City an easement without a dominant tenement to be known as a statutory right of way;

C. The City requires and the Owner wishes to grant to the City a statutory right of way for water utility, storm water drainage utility, and sanitary sewer utility purposes over portions of the Lands; and

D. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

NOW THEREFORE in consideration of the premises contained in this Agreement, \$1.00 paid by the City to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. The Owner hereby grants and conveys in perpetuity and at all times to the City, and to persons authorized by the City, the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Owner over that portion of the Lands (the "Right of Way Area") shown outlined in heavy black on Statutory Right of Way Plan No. RP3252 filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule "A":

(a) to enter over, on, in, and under the Right of Way Area to:

(i) conduct surveys and examinations;

(ii) dig up, remove and replace soil;

(iii) construct, install, operate, maintain, repair, protect, improve, clean, cover with soil, alter, extend, relocate, renew, inspect, replace, abandon and remove pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves, waterworks connections, sanitary sewer and storm drainage service connections, storm drainage catch basins, storm drainage system inlets and outlets and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works");

all for the purposes of the collection, storage and distribution of water, the collection, conveyance and disposal of sewage and liquid waste, and the impounding, conveying and discharging of surface and other waters;

(b) to bring on to the Right of Way Area all materials and equipment the City requires or desires for the Works;

(c) to clear the Right of Way Area and keep it clear of anything which in the opinion of the City constitutes or may constitute an obstruction to the use of the Right of Way Area or to the Works;

(d) to cross over the Lands for reasonable access to the Right of Way Area and make reasonable ancillary use of the Lands for carrying out the Works; and

(e) to do all acts which in the opinion of the City are incidental to the foregoing.

2. The Owner shall:

(a) not do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct

access to or the use of the Right of Way Area or the Works, provided always that the Owner may pave the Right of Way Area;

- (b) not reduce the soil cover over any of the Works and shall not construct open drains or ditches along or across the Right of Way Area;
- (c) trim or, if necessary, cut down any tree or other growth on the Lands which in the opinion of the City constitutes or may constitute a danger or obstruction to those using the Right of Way Area or to the Works;
- (d) execute all further documents and things for the better assuring unto the City of the Statutory Right of Way granted by this Agreement;
- (e) permit the City to peaceably hold and enjoy the rights granted by this Agreement; and
- (f) maintain, care for and clean the surface of the Statutory Right of Way Area and do all other things deemed by the City to be reasonably necessary for the safe use and preservation of the Statutory Right of Way granted by this Agreement.

3. The City shall:

- (a) use the Statutory Right of Way Area and carry out the construction and maintenance of the Works in a good and workmanlike manner, in order to cause no unnecessary damage to the Lands;
- (b) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
- (c) remove shoring and like temporary structures as backfilling proceeds;
- (d) rake up all rubbish and construction debris it creates in order to leave the Statutory Right of Way Area in a reasonably neat and clean condition;
- (e) exercise care not to damage the Lands, and each time the City disturbs the surface soil of the Lands, the City will return the natural drainage to the Lands by restoring the surface soil as soon as reasonably possible. The City will not restore any trees or other surface growth to the Lands, but will leave the surface soil in a condition that will not inhibit natural regeneration of such growth.

4. No right granted to or reserved by the City in this Agreement shall require the City to clean, repair, or maintain the Works or the Statutory Right of Way Area unless the City is expressly required in this Agreement to perform such cleaning, repairing or maintenance.

5. If the City deems it necessary or convenient to alter the location of the Statutory Right of Way Area or the Works, the Owner agrees to execute a new statutory right of way agreement in substantially the same form as this Agreement to authorize and protect the Statutory Right of Way Area in its new location and the Works in their new location and, on execution and registration of the new agreement, this Agreement shall be deemed to be null and void and if the alteration is at the request of the Owner, the cost of the physical relocation of the Works and preparation, execution and registration of the amending statutory right of way agreement and plan shall be borne by the Owner.
6. All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed by the City over, on, in or under the Statutory Right of Way Area are and shall remain the property of the City, any rule of law or equity to the contrary notwithstanding, and may be removed from time to time by the City.
7. If the City no longer requires the Works, then the City will have an option to abandon the Works or any part thereof, at no cost to the City, and upon registration of a release of this Agreement at the appropriate Land Title Office, any abandoned part of the Works will become the property of the Owner, with no liability incurred by the City to the Owner.
8. Should the Owner omit, fail or neglect to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement, the City may give the Owner 14 days' written notice in the manner provided in this Agreement requiring the default to be cured; if the Owner fails to cure such default to the satisfaction of the City within the time specified, the City may enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so shall be a debt due and owing to the City.
9. The Owner shall, after execution of this Agreement by it, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the City or have been granted in favour of the City.
10. The Owner shall at all times and does hereby indemnify, save harmless, release and forever discharge the City, and its elected and appointed officials, from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Owner in connection with or in consequence of this Agreement.
11. Notwithstanding anything contained in this Agreement the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

12. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
13. This Agreement runs with the Lands.
14. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
 - (a) the Clerk of the City or a director of the Owner has been served personally, on the date of service; or
 - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address the party may from time to time provide to the other party.
15. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
16. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
17. Any opinion which the City is entitled by virtue of this Agreement to form may be formed on behalf of the City by the City Manager in which event the opinion of the City Manager shall be deemed to be the opinion of the City for the purposes of this Agreement.
18. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
19. This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
20. This Agreement may be assigned by the City without the consent of the Owner.
21. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
22. Notwithstanding anything contained in this Agreement, neither the Owner named herein nor any future owner of the Lands or any portion of the Lands shall be liable under any of the covenants and agreements contained herein where such liability arises

by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.

23. Wherever this Agreement creates a power or obligation of the City to make a decision or to exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
24. This Agreement is a Statutory Right of Way as referred to in section 218 of the *Land Title Act* of British Columbia.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of the *Land Title Act* Form C and Form D attached to and forming part of this Agreement.