

REFERENCE PLAN OF STATUTORY
RIGHT OF WAY OVER PART OF THE
S.W. 1/4 OF DISTRICT LOT 750,
CARIBOO DISTRICT, EXCEPT PLANS
16570, 17650, 25861, 29893,
PGP42228 AND PGP43431.

PLAN NO. BCP _____

Ref. No. Bv 23410
Deposited in the Land Title Office at New
Westminster this 22 day of Jan , 2003

Pursuant to Section 113 of
the Land Title Act
B.C.G.S. 93G.087

REGISTRAR

Scale: 1 : 2000 (Distances are in metres)

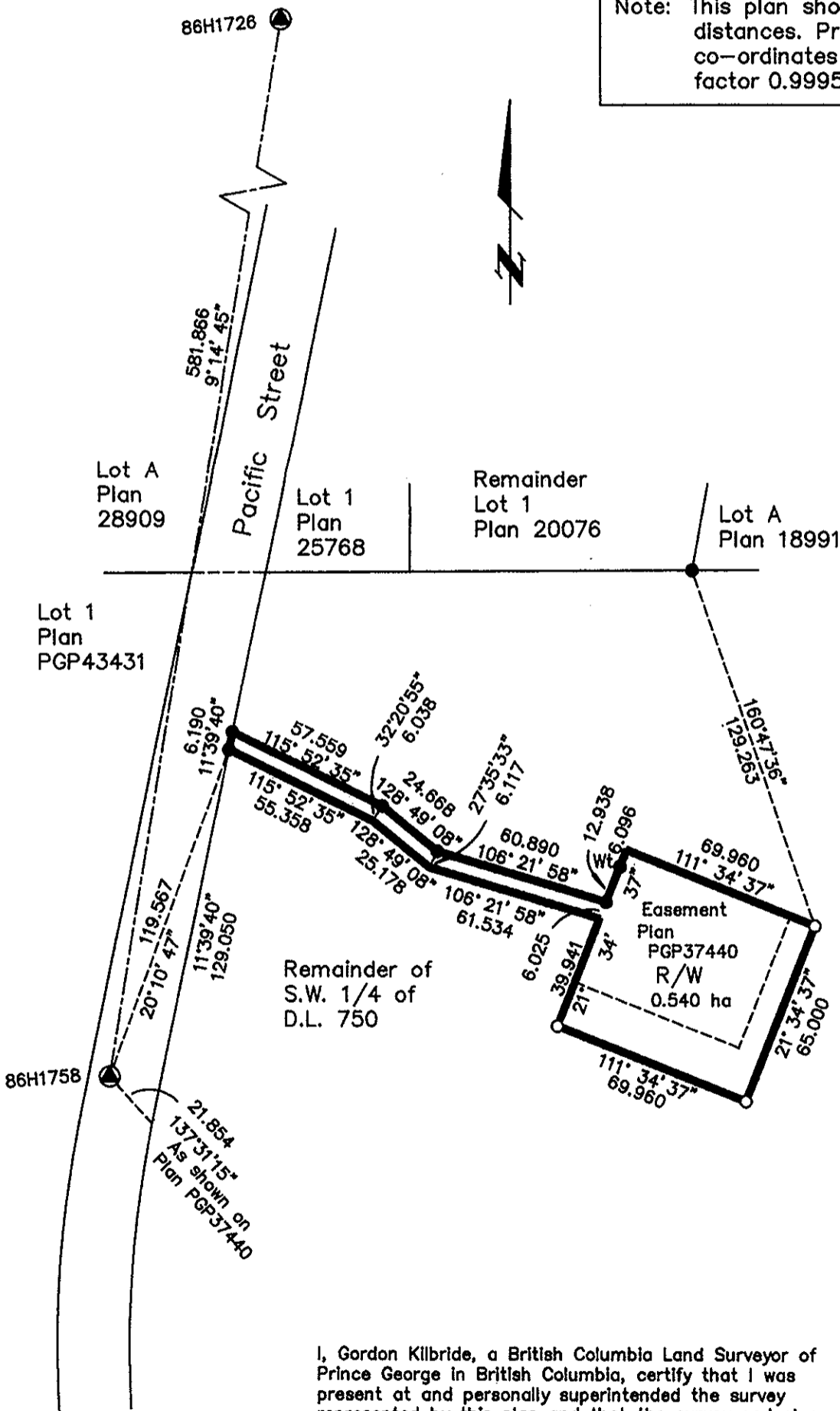


LEGEND

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

Grid bearings are derived from observations between control monuments 86H1758 and 86H1726, integrated survey area number 39, City of Prince George, B.C. NAD83(CSRS)

Note: This plan shows ground level measured distances. Prior to computation of U.T.M. co-ordinates multiply by the combined factor 0.9995126



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 28 day of August , 2000.

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: (250) 562-1196 Fax: 562-3656

F.B.- WN11 | D.L.- 750 | File No. 000064RW

22 JAN 2003 13 47

BV023411

LAND TITLE ACT
FORM C

(Section 233)

Province Of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 6 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
ROBERT M. DICK, Q.C, Solicitor, WILSON, KING & COMPANY, 1000 - 299 Victoria Street, Prince George, B.C. V2L 5B8
Telephone: (250) 960-3237 File No. 29350 RMD/j-d [u/rmd/active/29350/A011217 pond srw] **Tri Lin Registry Services**
Agent Client # 10926 *[Signature]*

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

(PID)	(LEGAL DESCRIPTION)
015-061-027	THE SOUTH WEST 1/4 OF DISTRICT LOT 750 CARIBOO DISTRICT, EXCEPT PLANS 16570, 17560, 25861, 29893, PGP42228 AND PGP43431

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
STATUTORY RIGHT OF WAY OVER PART SHOWN ON PLAN <u>BCP3418</u>	(page and paragraph) ENTIRE INSTRUMENT	TRANSFEEE

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

(a) Filed Standard Charge Terms	_____ D.F. No.	88 03/01/22 13:47:43 01 LM	431420
(b) Express Charge Terms	<u>X</u> Annexed as Part 2	CHARGE	\$55.00
(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):*
BIRCHWOOD PLAZA (2001) LTD. (Inc. No. 631887)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
CANADIAN FOREST PRODUCTS LTD. (Inc. No. 623717)
P.O. Box 9000, Prince George, B.C. V2L 4W2

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.

SURVEY DEPT.

Officer Signature(s)

[Signature]
ALLAN W. LIGHTFOOT
Barrister & Solicitor
Hope Heinrich

1598-6th Avenue, Prince George, B.C. V2L 5G7
(as to all signatories) Tel: (250) 563-0681 Fax: (250) 562-3781

Execution Date

Y	M	D
03	01	02

Party(ies) Signature(s)

BIRCHWOOD PLAZA (2001) LTD.
by its authorized signatory

[Signature]
(Signature in black ink)
DEAN WARD
(Print name)

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" attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

5/5

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)
Signature(s)

Execution Date

Transferor/Borrower/Party

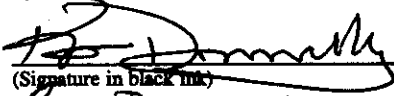
Signature(s)



ROBERT M. DICK, Q.C.
Barrister & Solicitor
1000-299 Victoria St.
Prince George, British Columbia
Canada
V2L 5B8

Y	M	D
03	01	15

CANADIAN FOREST PRODUCTS LTD.
by its authorized signatory



(Signature in black ink)

KAT DONNELLY

(Print name)

(as to all signatures)

(each party to sign in black ink and print name)

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.

PART 2 - EXPRESS CHARGE TERMS**STATUTORY RIGHT OF WAY**

(Land Title Act - Section 218)

FOR POND AND WATER WORKS**PART 1. INTERPRETATION**

- 1.01 "Build and Service and Use" means to establish, construct, operate, maintain, use, repair, extend, alter, protect, improve or remove a pond and water works on the Right of Way Lands for the collection, storage and distribution of water;
- 1.02 "Canfor" means the CANADIAN FOREST PRODUCTS LTD. named as the Transferee in Form C;
- 1.03 "Canfor's Undertaking" means all operations and ancillary activities of Canfor as a pulp or timber corporation.
- 1.04 "Form C" means Form C under the *Land Title (Transfer Forms) Regulation* to which these Express Charge Terms are attached as Part 2, and includes any schedules or addenda to Form C;
- 1.05 "Lands of the Owner" means the land described in paragraph 2 of Form C and includes the Right of Way Lands;
- 1.06 "Owner" means the person or persons named as the Transferor in Form C;
- 1.07 "Right of Way Lands" means that part or parts of the Lands of the Owner described in paragraph 3 of Form C;

PART 2. RECITALS

- 2.01 The Owner is the registered owner of the Lands of the Owner.
- 2.02 The Owner has entered into this Statutory Right of Way to allow Canfor and its invitees and licensees to Build and Service and Use a pond and water works on the Right of Way Lands.

- 2.03 This Statutory Right of Way is necessary for the operation and maintenance of Canfor's Undertaking.

PART 3. WHAT THIS STATUTORY RIGHT OF WAY DOES

- 3.01 This Statutory Right of Way is evidence that in return for Canfor having paid to the Owner the sum of ONE DOLLAR (\$1.00) and other valuable consideration, and in return for the Owner allowing Canfor to Build and Service and Use a pond and water works on the Right of Way Lands, Canfor and the Owner agree with each other as set out in this Statutory Right of Way.
- 3.02 The Owner grants to Canfor forever this Statutory Right of Way to Build and Service and Use a pond and water works over, under, across and through the Right of Way Lands
- 3.03 The Owner agrees that Canfor and its officers, employees, servants, agents, contractors, subcontractors, tenants, permittees, licensees and invitees may at all times by night and by day on foot or with vehicles and every other mode of conveyance including licensed and unlicensed vehicles and without or without tools, materials, supplies, machinery, equipment, and cargo, Build and Service and Use a pond and water works on the Right of Way Lands.
- 3.04 The Owner agrees that Canfor may dig and carry away soil or other surface or subsurface materials, and clear off any trees or obstructions, from the Right of Way Lands as Canfor chooses in order to Build and Service and Use a pond and water works on the Right of Way Lands.

PART 4. PROMISES OF THE OWNER

- 4.01 The Owner shall permit Canfor, and persons, equipment and materials authorized by Canfor, from time to time as Canfor chooses to enter upon and pass over such of the Lands of the Owner as may be reasonably required for access to and from the Right of Way Lands in order to Build and Service and Use a pond and water works on the Right of Way Lands.
- 4.02 The Owner will not permit anything to be built or done in, on or over the Lands of the Owner including the Right of Way Lands that will interfere with the right of Canfor to Build and Service and Use a pond and water works on the Right of Way Lands.

4.03 The Owner will not construct open drains or ditches along or across the Right of Way Lands.

4.04 The Owner will sign any other documents reasonably required by Canfor to complete the grant of this Statutory Right of Way to Canfor and to confirm the other covenants of the Owner set out in this document.

PART 5. PROMISES OF CANFOR

5.01 Canfor will carry out all construction work in a proper manner so as to do as little injury as possible to the Lands of the Owner.

5.02 Canfor will not bury any debris or rubbish in the Lands of the Owner.

5.03 Nothing herein shall be interpreted so as to restrict or prevent the Owner from using the Lands of the Owner including the Right of Way Lands in any manner which does not interfere with the right of Canfor to Build and Service and Use a pond and water works on the Right of Way Lands.

PART 6. AGREEMENTS BETWEEN THE OWNER AND CANFOR

6.01 All material, equipment, machinery, pipes, pumps, fittings and other attachments used by Canfor in connection with the pond and water works on the Right of Way Lands (the "Works") shall remain the property of Canfor, and all or any part thereof may be removed from time to time by Canfor even though the same have been attached to the Right of Way Lands.

6.02 If Canfor abandons the Works on the Right of Way Lands:

- (a) Canfor may leave all or any part of the Works in, on or over the Right of Way Lands in which case such Works shall become the property of the Owner, or Canfor may remove all or any part of the Works from the Right of Way Lands in which case such Works shall remain the property of Canfor; and
- (b) Canfor will restore the surface of the Right of Way Lands as nearly as reasonably possible to the condition it was in prior to the installation of the Works on the Right of Way Lands; and
- (c) Canfor will sign and deliver to the Owner a release or other registrable discharge of this Statutory Right of Way.

- 6.03 The Owner may continue to fully use and enjoy all of the Lands of the Owner, including the Right of Way Lands, subject only to the rights and restrictions set out in this Statutory Right of Way.
- 6.04 The covenants herein contained shall be covenants running with the land. In other words, the promises and agreements made in this document by the Owner will be binding on all future owners of the Lands of the Owner. The Lands of the Owner at all times remain charged with the promises and agreements made by the Owner in this document, however such promises and agreements are only binding on an owner during the time and to the extent that such owner has a registered interest in all or part of the Lands of the Owner.
- 6.05 If there is more than one owner of the Lands of the Owner, all of the promises made by the Owner in this document shall be binding on each Owner individually and shall be binding on each Owner on behalf of all of the Owners.
- 6.06 The Owner and Canfor, and their respective successors and assigns, shall each be bound by this document and shall each be entitled to the benefit of this document.
- 6.07 This document is a Statutory Right of Way as referred to in Section 218 of the *Land Title Act* of British Columbia.

END OF DOCUMENT