

Deposited in the Land Title Office at Prince George this 7 day of May 1992.

W.C. REGISTRAR

Ely Day 4054

PLAN OF SUBDIVISION OF LOT 1, PLAN 9648, LOT 4, PLAN 9102, D.L. 2003, PART LOT 3, PLAN PGP35796, D.L. 2003 AND 1605, AND THE REMAINDER OF E. 1/2 OF S. 1/2 OF FRACTIONAL S.E. 1/4 OF D.L. 2003, CARIBOO DISTRICT. B.C.G.S. 93G.087

Scale: 1 : 2000 (Distances are in metres)



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

Grid bearings are derived from observations between control monuments 86H1473 and 86H1489, integrated survey area number 39, City of Prince George, B.C.

LEGEND

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

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 18th day of February, 1992.

Gordon Kilbride
Gordon Kilbride, B.C.L.S.

Approved as to Statutory Right-of-Ways M28302 and M28303 City of Prince George

Mayor *J.E. Sackhouse*
City of Prince George
City Clerk *J.A. Forrest*

Approved under the Land Title Act this 15 day of April 1992

C. Forest
Approving Officer
City of Prince George

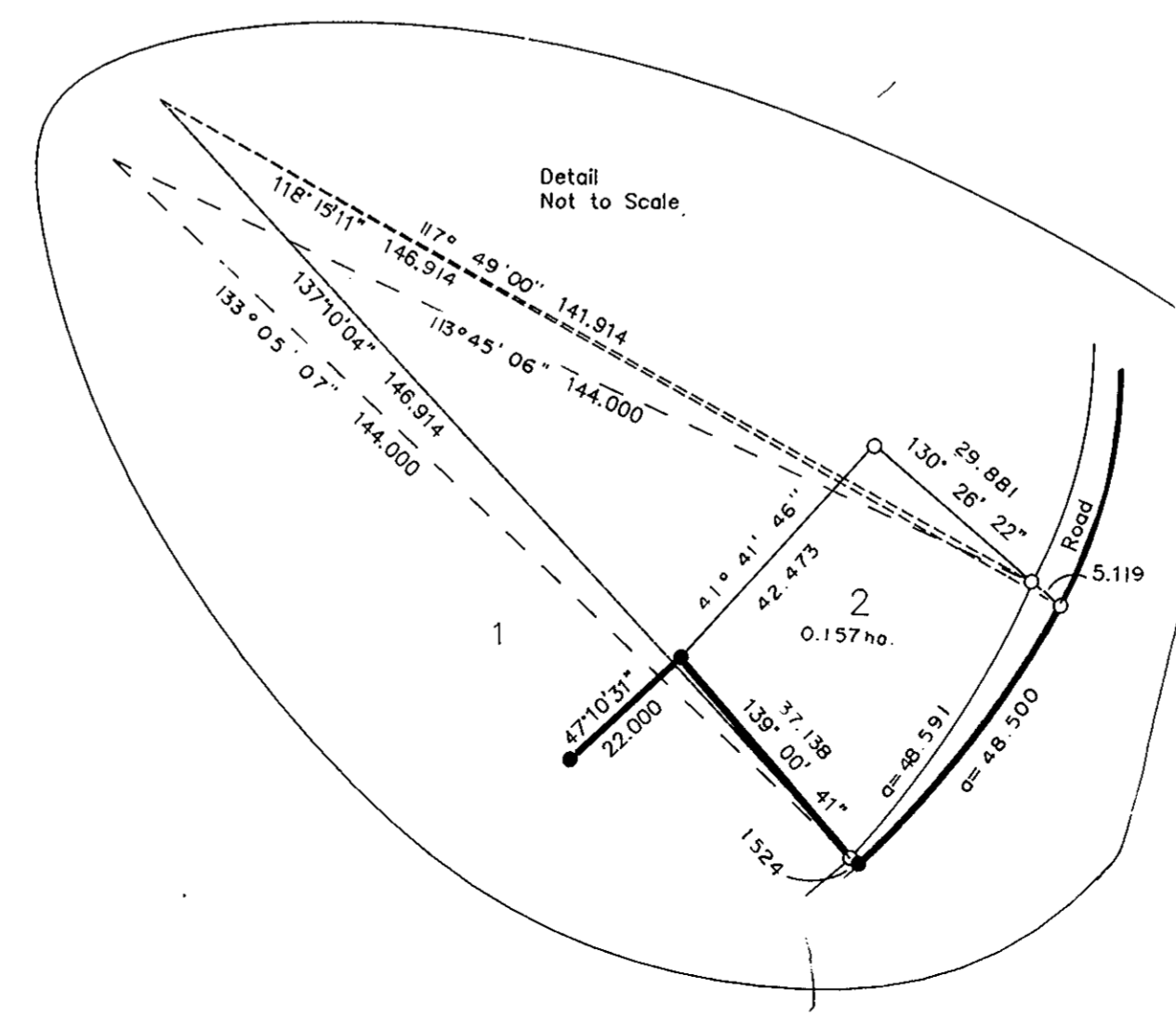
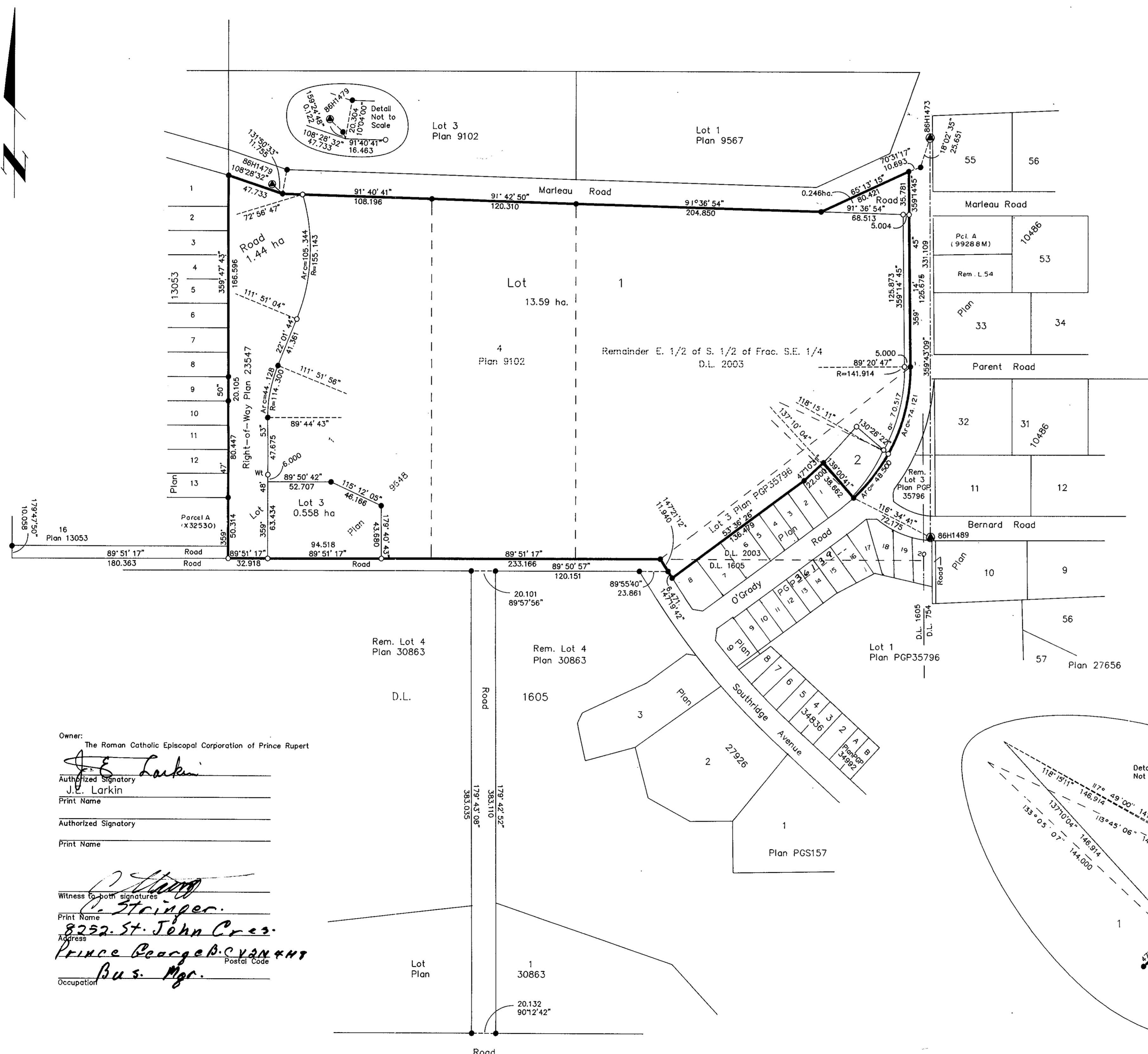
Witness to both: *Judy Dio*

Print Name: JUDY DIO

Address: 132 McLean Drive
Prince George, BC Postal Code V2M 4R3
Occupation: Secretary

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

KILBRIDE SURVEYS British Columbia Land Surveyors Prince George, B.C. Ph: (604) 562-1196 Fax: 562-3656		
F.B.- TH	D.L.- 2003	REF. NO.- 92016



Owner: The Roman Catholic Episcopal Corporation of Prince Rupert

Authorized Signatory: *J.E. Larkin*
Print Name: J.E. Larkin

Witness to both signatures: *C. Steinger*
Print Name: C. Steinger
Address: 8252 St. John Cres.
Prince George, B.C. V2M 4H7
Occupation: Bus. Mgr.

Lot Plan 1 30863
Road

DR

7 MAY 92 10 10:1#

PF 14493

LAND TITLE ACT
FORM C
Section 219(3)

Charge

314

Province of
British Columbia

GENERAL DOCUMENT

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

SUBMITTED BY

GARY R. BROWN, Q.C. of HOPE HEINRICH, Barristers
1598 Sixth Avenue, Prince George, British Columbia
V2L 5G7 Phone: 563-0681

NORTHERN REGISTRY SERVICES
206 562-0818 or 1-800-292-8388

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

NO PID
017-770-041

Lot 1, DL 2003, Cariboo District, Plan PGP

PGP36193

3. NATURE OF INTEREST: *

Statutory Right-of-Way
7' wide by
m. G.

DOCUMENT REFERENCE
(page and paragraph)
Entire Instrument
Page 2 - 9

05/07/92 A26866 CHARGE 50.00
PERSON ENTITLED TO INTEREST

Transferee

4. TRANSFEROR(S): *

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT

5. 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

6. EXECUTION(S): * By signing this document you are affecting the land in the manner described in Item 3.

Officer Signature(s)

Execution Date

Y	M	D
92	04	16

Party(ies) Signature(s)

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT
by its authorized Signatory:

J. E. Larkin
JAMES EDWARD LARKIN

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

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.

FORM 1 (SECTION 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and time written hereon,
W. G. GANDY, Registrar of the
Prince George Land Title Office

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STATUTORY RIGHT-OF-WAY

(Land Title Act - Section 214)

THIS AGREEMENT is dated for reference the 25th day of March, 1992.

BETWEEN:

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, of P.O. Box 7000, in the City of Prince George, in the Province of British Columbia, V2N 3Z2;

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE, a Municipal Corporation, of 1100 Patricia Boulevard, in the City of Prince George, in the Province of British Columbia, V2L 3V9;

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of an estate in fee simple of ALL AND SINGULAR 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:

Lot 1,
Plan PGP _____
District Lot 2003,
Cariboo District

(hereinafter called the "Lands of the Grantor");

- B. To facilitate the establishment, construction, operation, maintenance, repair, extension, addition, alteration, protection or improvement of one or more systems of:

(1) sewerage-works for the collection, conveyance and disposal of sewage, and

(2) water-works for the collection, storage and distribution of water

(all hereinafter called the "Grantee's undertaking")

the Grantor has agreed to execute and deliver these presents;

- C. The statutory right-of-way herein set forth is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the premises and of the covenants and conditions hereinafter contained:

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1.0 THE GRANTOR DOTH HEREBY:

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1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, use, protect and otherwise establish one or more systems of:

- a) sewerage works for the collection, conveyance and disposal of sewage,
- b) water-works for the collection, storage and distribution of water,

IN, UPON, OVER, UNDER or ACROSS part or parts of the Lands of the Grantor as shown outlined in black with respect to those systems referred to in paragraph 1.1 (b) hereof, and as shown in a hatched area with respect to those systems referred to in paragraph 1.1 (a) hereof, all as indicated on Plan number _____ deposited in the Prince George Land Title Office (hereinafter called the "Perpetual Right-of-Way");

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under or across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee with or without machinery, vehicles, equipment or materials to be entitled at all times to enter, use, pass and repass, labour, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the Grantee's undertaking;

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee with or without machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may reasonably be required for the purposes of ingress to and egress from the Perpetual Right-of-Way.

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to the systems authorized hereby to be installed in, upon, over, under or across the Perpetual Right-of-Way;

2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said systems and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without prior consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;

2.3 That the Grantor will not substantially diminish the soil cover over any of the systems installed in the Perpetual Right-of-Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the systems installed in the Perpetual Right-of-Way;

2.4 That the Grantor will from time to time and at all times upon every reasonable request and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law or otherwise whatsoever for the better assuring unto the Grantee of the rights hereby granted.

3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:

3.1 That the Grantee will not bury and debris or rubbish of any kind in excavation or backfill, and will remove shoring and like temporary structures as backfilling proceeds;

3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee;

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3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. PROVIDED HOWEVER that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;

3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;

3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder.

4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

4.1 The said systems referred to in paragraph 1.1 above, together with all pipes, valves, conduits, casings, fittings, lines, meters, appliances, attachments or devices used in connection therewith shall constitute the "Works" (and are hereinbefore and hereinafter so described);

4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, laid, erected in, upon, over, under or across the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removeable in whole or in part by the Grantee;

- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place and will, at its expense, repair, execute and register in the Prince George Land Title Office the appropriate documentation required to release the registered charge against the Lands of the Grantor.
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- 4.6 If at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest in fee simple, this Agreement shall likewise extend to such afteracquired interest;
- 4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;
- 4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns as the case may be.
- 4.9 All grammatical changes to this Agreement shall be deemed to have been made wherever the number or gender of the parties so require.

4.10 This Agreement shall be deemed to be a Statutory Right-of-Way as referred to in Section 214 of the Land Title Act of British Columbia.

4.11 The registered owners designated hereon, hereby declares that they have entered into a Statutory Right-of-Way that shall have priority over all financial charges with the City of Prince George under Section 214 of the Land Title Act of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

SIGNED SEALED AND DELIVERED)
by)
this day of)
19 in the presence of:)

Signature)

Name (Please Print))

Address)

Occupation)

NAME

THE CORPORATE SEAL OF THE)
ROMAN CATHOLIC EPISCOPAL)
CORPORATION OF PRINCE RUPERT)
was hereunto affixed in the)
presence of:)



JAMES EDWARD LARKIN)
(Authorized Signatory))

(C/S)

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SIGNED SEALED AND DELIVERED
by City of Prince George
this 15th day of April
1992 in the presence of:

Judy Dix
Signature

JUDY DIX
Name (Please Print)

132 Mclean Drive
Address

Prince George, B.C.

Secretary
Occupation

The Corporate Seal of the
CITY OF PRINCE GEORGE was hereunto
affixed this 15th day of
April 1992 in the
presence of:

[Signature]
Mayor

[Signature]
Clerk

NAME _____

(C/S)