

F1D

PLAN NO. PGP **PGP37629**

Deposited in the Land Title Office at Prince George this 2 day of JAY 1993

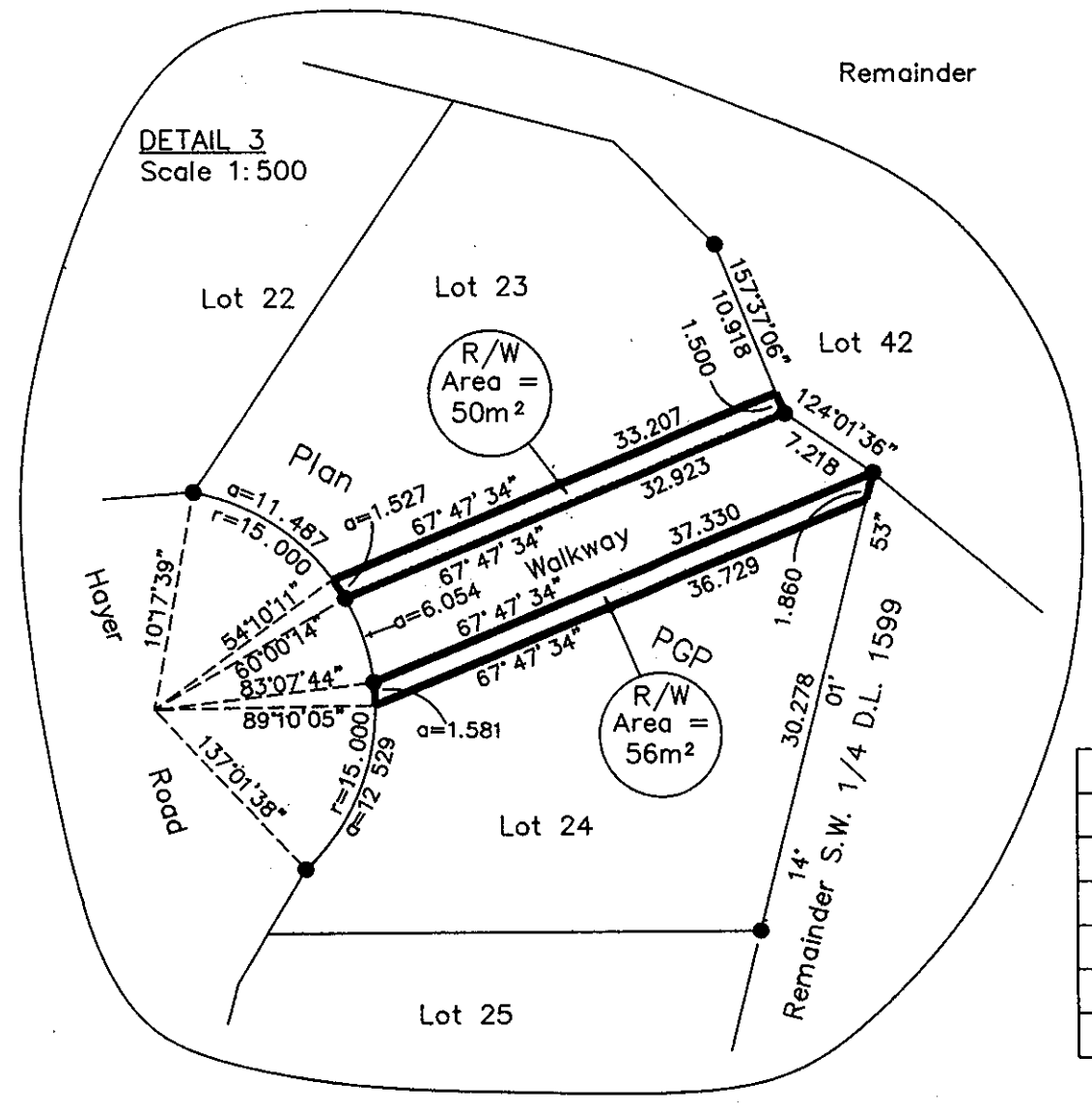
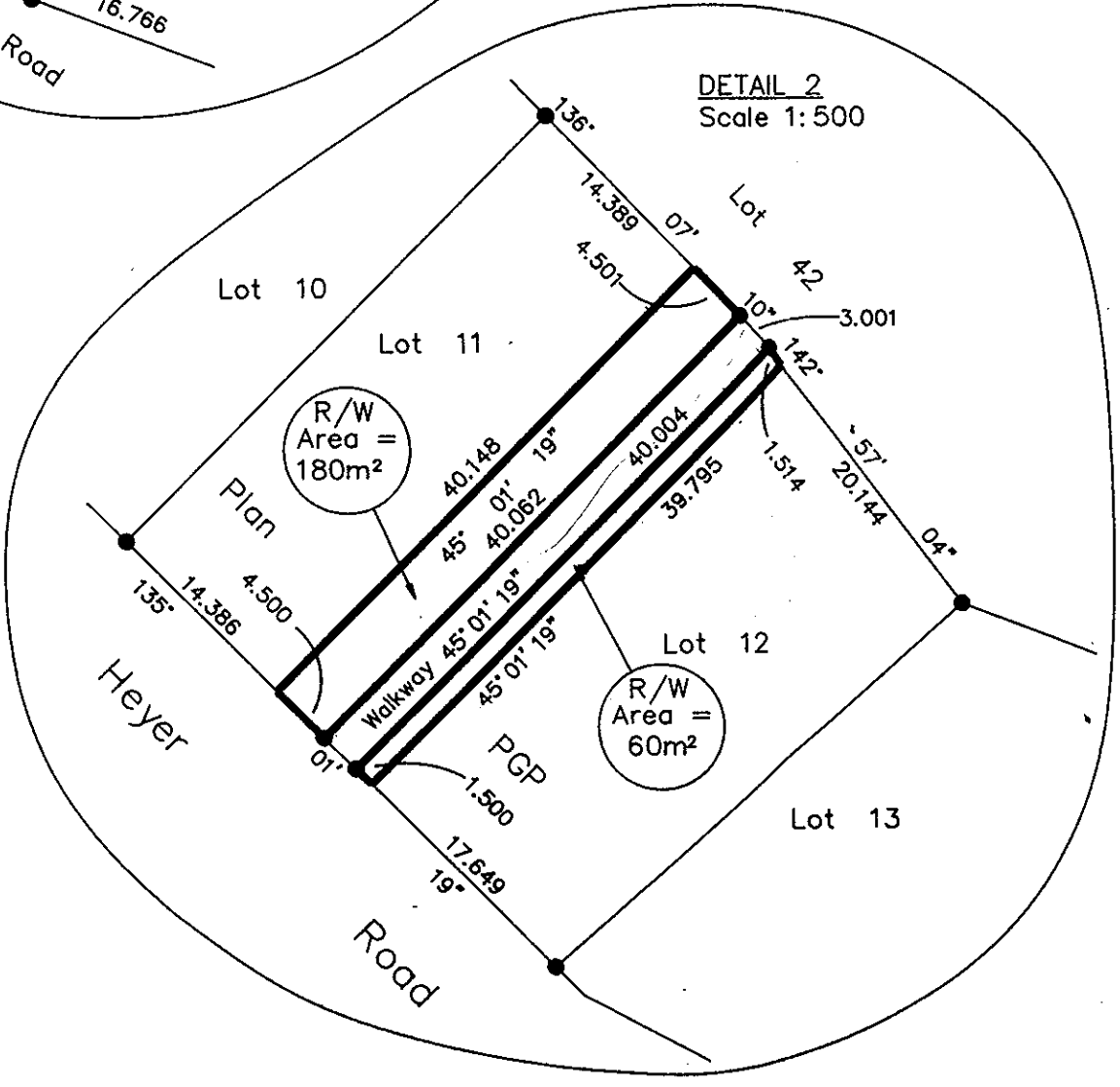
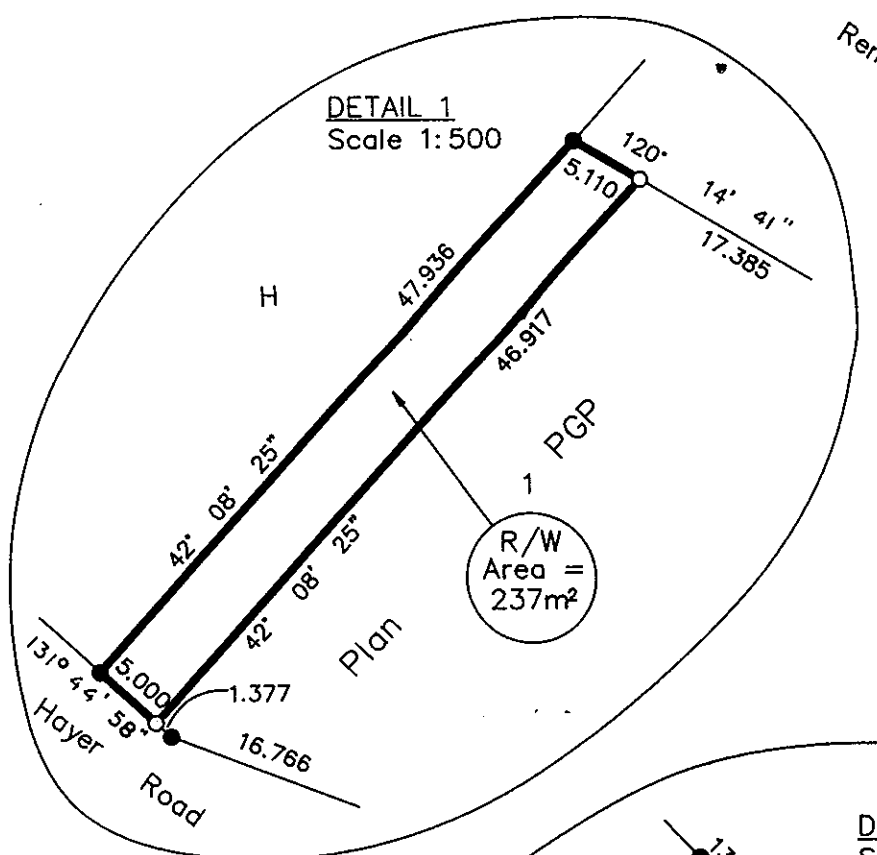
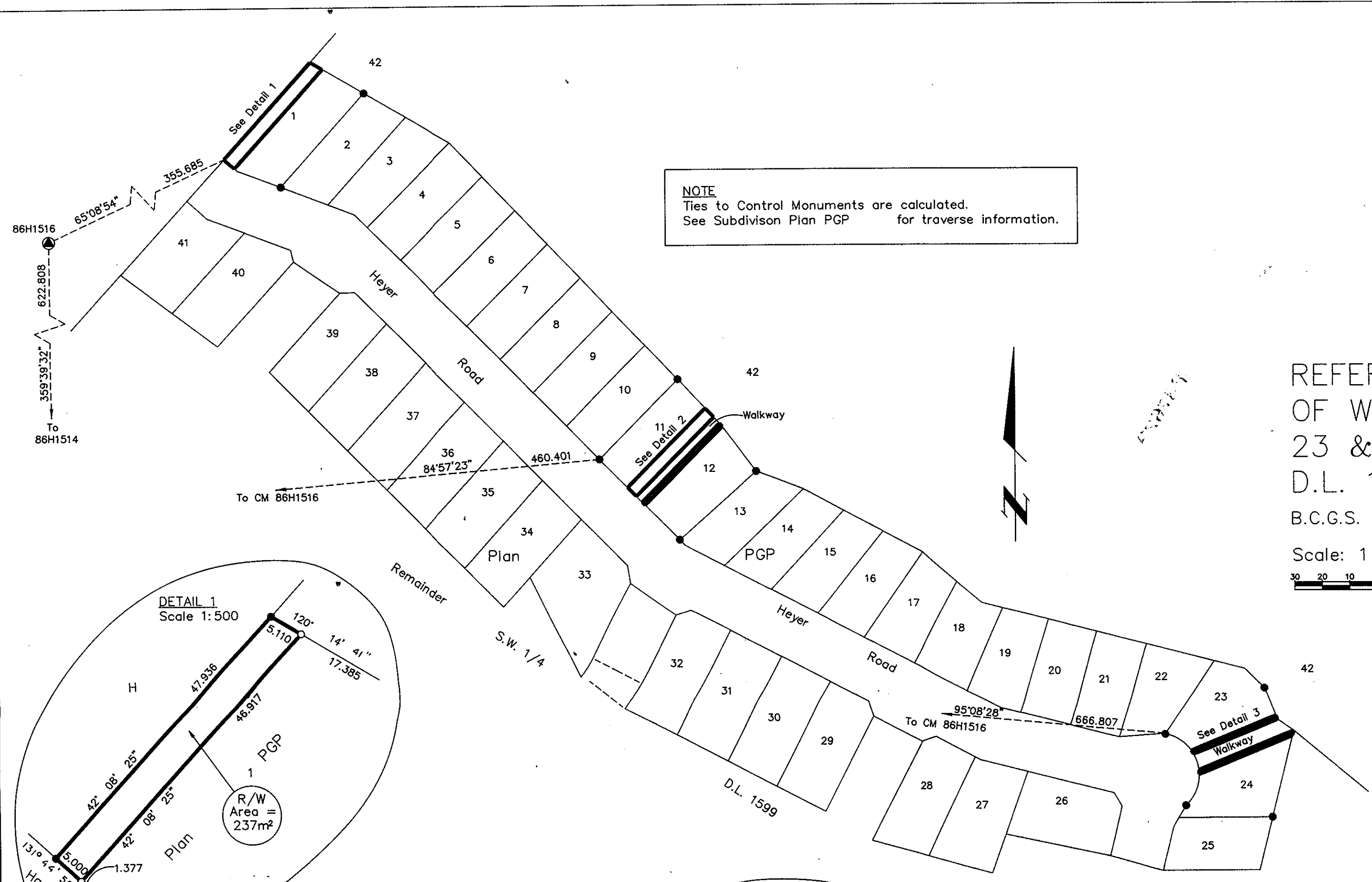
[Signature]
REGISTRAR

NOTE
Ties to Control Monuments are calculated.
See Subdivision Plan PGP for traverse information.

REFERENCE PLAN OF RIGHT OF WAYS WITHIN LOTS 1, 11, 12, 23 & 24, PLAN PGP37628 D.L. 1599, CARIBOO DISTRICT.

B.C.G.S. 93G.086

Scale: 1 : 1250 (Distances are in metres)



Grid bearings are derived from observations between control monuments 86H1516 and 86H1514, integrated survey area number 39, City of Prince George, B.C.

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

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

I, Dale L. Keown, 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 _____ day of _____, 1993.

[Signature]
Dale L. Keown, B.C.L.S.

BOOK OF REFERENCE		
DESCRIPTION		AREA
Lot 1, Plan PGP	3	237m ²
Lot 11, Plan PGP	4	180m ²
Lot 12, Plan PGP	5	60m ²
Lot 23, Plan PGP	6	50m ²
Lot 24, Plan PGP	7	56m ²

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.- 1599 REF. NO.- 930325-2

LAND TITLE ACT
FORM C

(Section 219.81)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PG 44965

93 DEC -2 AM 9:26

PAGE 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor of agent)
NOEL P. KEARNEY, HEATHER SADLER JENKINS, Barristers & Solicitors, 700-550 Victoria Street, Prince George, B.C. V2L 2K1 565-8000

Q.S. Registry

66577

Signature of applicant, applicant's solicitor or agent

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

Lots 1 District Lot 1599 Cariboo District Plan 637628

3. NATURE OF INTEREST:*	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(page and paragraph)	
Statutory Right of Way	Entire Instrument	Transferee

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

12/02/93 A2599K CHARGE 50.00

- (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):* CLAPP INVESTMENTS (YUKON) LTD., VESA ANTERO LOF and ELAINE HELVIE LOF Inc# 437146

6. ✓ TRANSFEREE(S) (including postal address(es) and postal code(s))*
CITY OF PRINCE GEORGE, a Municipal Corporation, 1100 Patricia Boulevard, Prince George, B.C. 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.

EXECUTION DATE

Y	M	D
93	12	01

Officer Signature(s)

NOEL P. KEARNEY
Barrister & Solicitor
700 - 550 Victoria Street
Prince George, B.C.
V2L 2K1 Ph. 565-8000

Party(ies) Signature(s)

CLAPP INVESTMENTS (YUKON) LTD. by its authorized signatory:

EDWARD CLAPP

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 in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



NOEL P. KEANE
Barrister & Solicitor
700 - 530 Victoria Street
Prince George, B.C.
V2L 2K1 Ph. 535-8000

^ as to both signatures

EXECUTION DATE

Y	M	D
93	12	01
93	12	01

Transferor/Borrower/Party
Signature(s)


VESA ANTERO LOF
ELAINE HELVIE LOF

by her attorney, Vesa
Antero Lof

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.

STATUTORY RIGHT OF WAY**(Land Title Act - Section 214)****THIS AGREEMENT is dated for reference the ___ day of November, 1993.****BETWEEN:**

CLAPP INVESTMENTS (YUKON) LTD., Incorporation
Number C437146, of 2946 Nechako Drive, Prince George,
British Columbia, V2M 3A8 and **VESA ANTERO LOE** and
ELAINE HELVIE LOE, both 10021 - 122nd Street, Surrey,
British Columbia, V3V 4M8

(hereinafter collectively called the "Grantor")

OF THE FIRST PART**AND:**

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

(hereinafter called the "Grantee")

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 District Lot 1599 Cariboo District Plan PGP37628

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

- B. To facilitate access by the Grantee over the Lands of the Grantor to those certain parcels or tracts of land and premises registered in the name of the Grantor in fee

simple and situate, lying and being in the City of Prince George, in the Province of British Columbia and being more particularly known and described as:

Lots 11, 12, 23 and 24 District Lot 1599 Cariboo District
Plan PGP 37628

(hereinafter called the "Easement Lands")

to facilitate the establishment, construction, operation, maintenance, repair, extension, addition, alteration, protection or improvement of one or more system of sewerage-works, drainage-works and water-works on the Easement Lands (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:

1.0 THE GRANTEE DOTH HEREBY:

IN, UPON, OVER, UNDER OR ACROSS part or parts of the Lands of the Grantor as shown outlined in black in Detail 1 on Plan PGP 37629 deposited in the Prince George Land Title Office (hereinafter called the "Perpetual Right-of-Way");

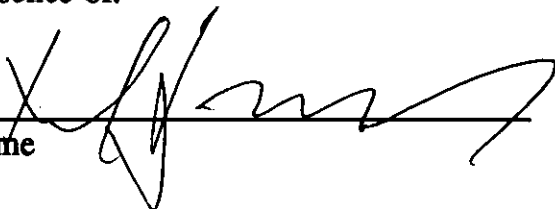
- 1.1 Grant, convey, confirm and transfer, unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee with or without machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and re-pass over such of the Lands of the Grantor as may reasonably 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, upon, over, under or across the Perpetual Right-of-Way;
- 2.2 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 thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee;

- 3.2 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 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;
- 4.2 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;
- 4.3 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;
- 4.4 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;

- 4.5 This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns as the case may be;
- 4.6 All grammatical changes to this Agreement shall be deemed to have been made wherever the number or gender of the parties so require;
- 4.7 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;
- 4.8 The registered owners designate hereon, hereby declare 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.

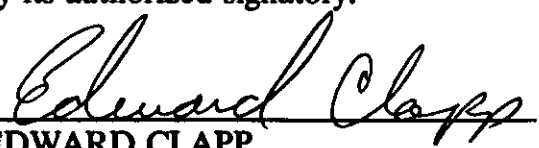
SIGNED, SEALED AND DELIVERED
by EDWARD CLAPP in the
presence of:


Name

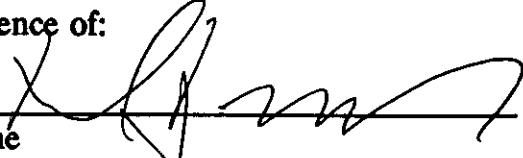
NOEL P. KEARNEY
Address **Barriester & Solicitor**
700 - 550 Victoria Street
Prince George, B.C.
V2L 2K1 Ph. 535-8000

Occupation

)
) CLAPP INVESTMENTS (YUKON) LTD.
) by its authorized signatory:


) EDWARD CLAPP

SIGNED, SEALED AND DELIVERED
by VESA ANTERO LOF in the
presence of:


Name

NOEL P. KEANEY

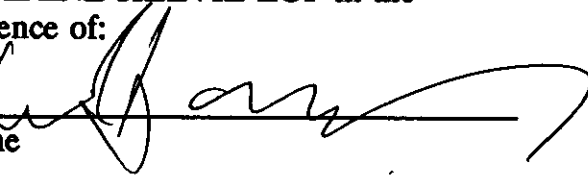
Barister & Solicitor

Address 700 - 530 Victoria Street
Prince George, B.C.
V2L 2K1 Ph. 535-8000

Occupation


VESA ANTERO LOF

SIGNED, SEALED AND DELIVERED
by ELAINE HELVIE LOF in the
presence of:

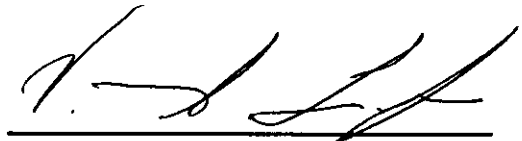

Name

NOEL P. KEANEY

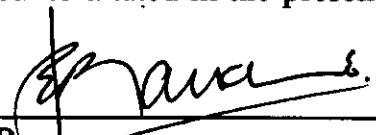
Barister & Solicitor

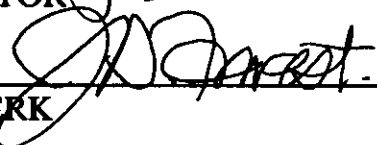
Address 700 - 530 Victoria Street
Prince George, B.C.
V2L 2K1 Ph. 535-8000

Occupation


ELAINE HELVIE LOF
by her attorney, Vesa
Antero Lof

The Corporate Seal of
the CITY OF PRINCE GEORGE
was hereunto affixed in the presence of:


MAYOR


CLERK

C/S

END OF DOCUMENT