

# 26 FF-226

PLAN NO. PGP 38657

Deposited in the Land Title Office at Prince George this 16 day of February 1995

Brian Bigras JR  
REGISTRAR P55477

EXPLANATORY PLAN OF EASEMENT OVER LOT B, PLAN PGP36418, DISTRICT LOT 753, CARIBOO DISTRICT.

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

Scale: 1 : 750 (Distances are in metres)



Bearings are astronomic, derived from Plan PGP36418

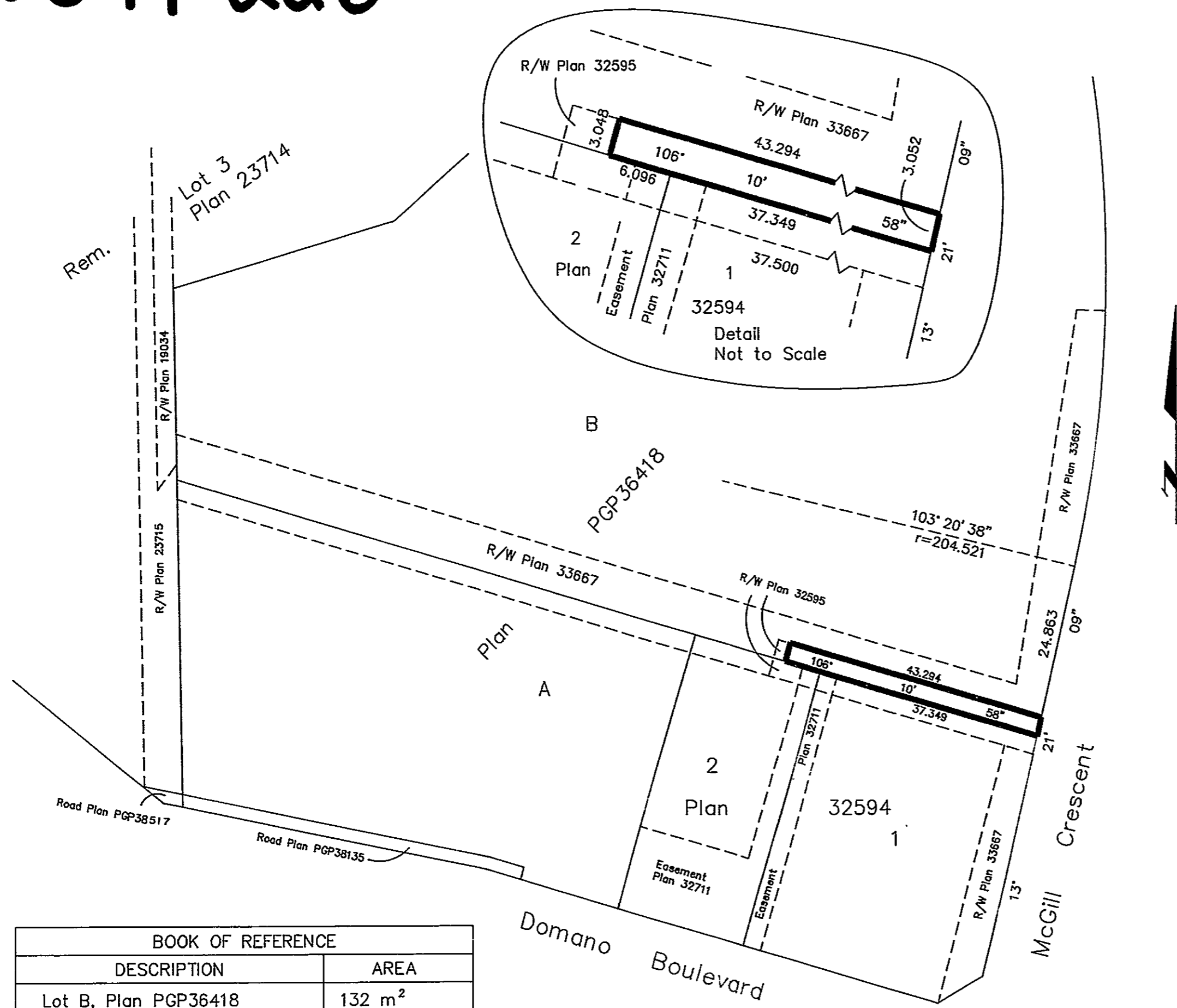
Certified Correct  
According to Land Title Office  
Records this 5th day of January, 1995.

Gordon Killbride  
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.- D.L.- 753 REF. NO.- 950005-1



BOOK OF REFERENCE	
DESCRIPTION	AREA
Lot B, Plan PGP36418	132 m <sup>2</sup>

Land Title Act  
FORM C

(Section 219.9)  
Province of British Columbia


GENERAL INSTRUMENT - PART 1

(this area for Land Title Office Use)

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

G. R. BROWN, Q.C. HOPE HEINRICH, Barristers and Solicitors, 1598 Sixth Avenue,  
Prince George, BC, V2L 5G7 Telephone: 563-0681

File No: 73531 (01) GRB/bw

  
Signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:\*

(PID) (Legal Description)  
017-852-692 Lot B, District Lot 753, Cariboo District, Plan PGP36418

3. NATURE OF INTEREST:

Description	Document Reference (Page/Paragraph)	Person Entitled to Interest
SEE SCHEDULE		02/16/95 D9424a CHARGE 50.00 <span style="float: right;">D/R</span>

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

(a) Filed Standard Charge Terms		D.F. No.
(b) Express Charge Terms	X	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):

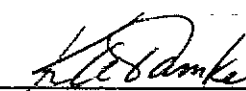
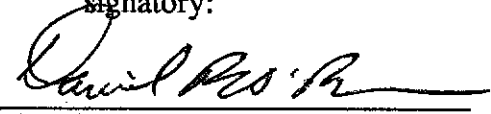
**CHANDOS CONSTRUCTION LTD. (Registration #A20117)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

R.I. COOPER SERVICES LTD. (Inc. No. 60,338), of 1937 S. Ogilvie Street, V2N 1X2 and  
A.C.N. ENTERPRISES LTD. (Inc. No. 109,946), of 956 Heritage Crescent, V2M 6X3, PLAZA  
4 DRY CLEANERS LTD. (Inc.No. 68421), of 5530 York Drive, V2N 2A7, all of the City of  
Prince George, in the Province of British Columbia and 172965 CANADA LIMITED, of 111 St.  
Clair Avenue West, Toronto, Ontario, M5W 1K3;

7. ADDITIONAL OR MODIFIED TERMS: \*

8. EXECUTION(S):\*\* The transferor(s) accept(s) the above consideration and understand(s) that this instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Officer Signature(s)	EXECUTION DATE	Transferor(s) Signature(s)
 KENNETH G. TAMKE #203 8657 51 AVE EDMONTON, ALBERTA T6E 6A8	Y M D 95 01 31	CHANDOS CONSTRUCTION LTD. by its authorized signatory:  DAN O'BRIEN

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.

SUBMITTED BY   
NORTHERN REGISTRY SERVICES  
(604) 564-0616 or 1-800-292-8388

**Land Title Act  
FORM E**

SCHEDULE

Page 2

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

**3. NATURE OF INTEREST:**

Description	Document Reference (Page/Paragraph)	Person Entitled to Interest
Easement over Part shown on Plan _____	Entire Instrument	Registered owners of Lot A, District Lot 753, Cariboo District, Plan PGP36418, Except Plan PGP38135; Lot 2, District Lot 753, Cariboo District, Plan 32594, and Lot 1, District Lot 753, Cariboo District, Plan 32594

**PGP38657***Hereto is annexed**CT PT 1187**PE 31797**PE 18293*

**TERMS OF INSTRUMENT - PART 2**

THIS AGREEMENT dated for reference the 6th day of January, 1995.

**BETWEEN:**

**CHANDOS CONSTRUCTION LTD.** (REG. #A20117), having an address of 6720 - 104 Street, in the City of Edmonton, in the Province of Alberta T6H 2L4

(hereinafter called the "Grantor")

**OF THE FIRST PART****AND:**

**R.I. COOPER SERVICES LTD.,** (INC. # 60,338), having an address of 1937 S. Ogilvie Street, V2N 1X2 and **A.C.N. ENTERPRISES LTD.** (INC. #109,946), of 956 Heritage Crescent, V2M 6X3, **PLAZA 4 DRY CLEANERS LTD.** (Inc.No. 68421), of 5530 York Drive, V2N 2A7, all of the City of Prince George, in the Province of British Columbia and **172965 CANADA LIMITED,** of 111 St. Clair Avenue West, Toronto, Ontario, M5W 1K3;

(hereinafter called the "Grantees")

**OF THE SECOND PART****W H E R E A S:**

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

**PID #017-852-692**

**Lot B,  
District Lot 753,  
Cariboo District,  
Plan PGP36418**

(hereinafter called the "Grantor's Lands")

PH 14664

B. The Grantees are the registered owners of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being within the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:

- (a) **As to R.J. COOPER SERVICES LTD. and A.C.N. ENTERPRISES LTD.**  
**PID# 017-852-684**

*PJ 1187*  
**Lot A,  
District Lot 753,  
Cariboo District,  
Plan PGP36418,  
Except Plan PGP38135**

- (b) **As to PLAZA 4 DRY CLEANERS LTD.**

**PID# 008-887-357**

*PE 31797*  
**Lot 2,  
District Lot 753,  
Cariboo District,  
Plan 32594**

- (c) **As to 172965 CANADA LIMITED**

**PID# 008-887-349**

*PE 18293*  
**Lot 1,  
District Lot 753,  
Cariboo District,  
Plan 32594**

**(all hereinafter collectively called the "Grantees' Lands");**

C. The Grantor and the Grantees wish to reserve unto the Grantees for the benefit of the Grantees' Lands free vehicular access to and from the Grantor's Lands and for that purpose have agreed to enter into this Easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of **ONE (\$1.00) DOLLAR** now paid by the Grantees to the Grantor (the receipt and sufficiency whereof is hereby by the Grantor acknowledged) the parties hereto agree as follows:

1. The Grantor doth hereby grant, convey and confirm unto the Grantees, the owners for the time being of the Grantees' Lands, the full free and uninterrupted right, license, liberty, easement, privilege and permission for motor vehicles to cross and re-cross that portion of the Grantor's Lands shown in heavy outline on Plan PGP \_\_\_\_\_ (hereinafter called the "Easement Area").

**PGP38657**

2. The Grantor shall not change, alter, amend or vary any portion of the Easement Area situate on the Grantor's Lands nor shall it do or knowingly permit to be done any act or thing which will interfere with the easement herein granted and will not erect barricades or otherwise prevent the full free and uninterrupted vehicular ingress and egress over the Easement Area, nor change the elevations between the Grantor's Lands and the Grantees' Lands from those subsisting as at the date hereof.

3. The Grantor shall not erect, place, install, construct or maintain, nor permit any other person to erect, place, install, construct or maintain any buildings, structures or improvements on the Easement Area.

4. The covenants herein contained shall be covenants running with the land and shall be perpetual and the Easement hereby granted shall be perpetual.

5. The Grantor will if so requested by the Grantees execute such further and other documents of title in respect of the said Easement hereby granted as may be reasonably requisite.

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective assigns and the heirs, executors, administrators and assigns of any successor in title of the Grantor's Lands.

END OF DOCUMENT