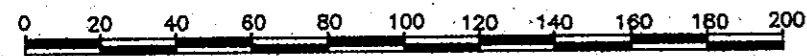


PLAN OF STATUTORY RIGHT OF WAY  
THROUGH REM. N.E. 1/4  
DISTRICT LOT 4049  
CARIBOO DISTRICT

B.C.G.S. 93G.096  
PURSUANT TO SECTION 113 OF THE LAND TITLE ACT.

PLAN No. PGP 47435

DEPOSITED IN THE LAND TITLE OFFICE  
AT PRINCE GEORGE, B.C., THIS 27  
DAY OF Dec 20 01



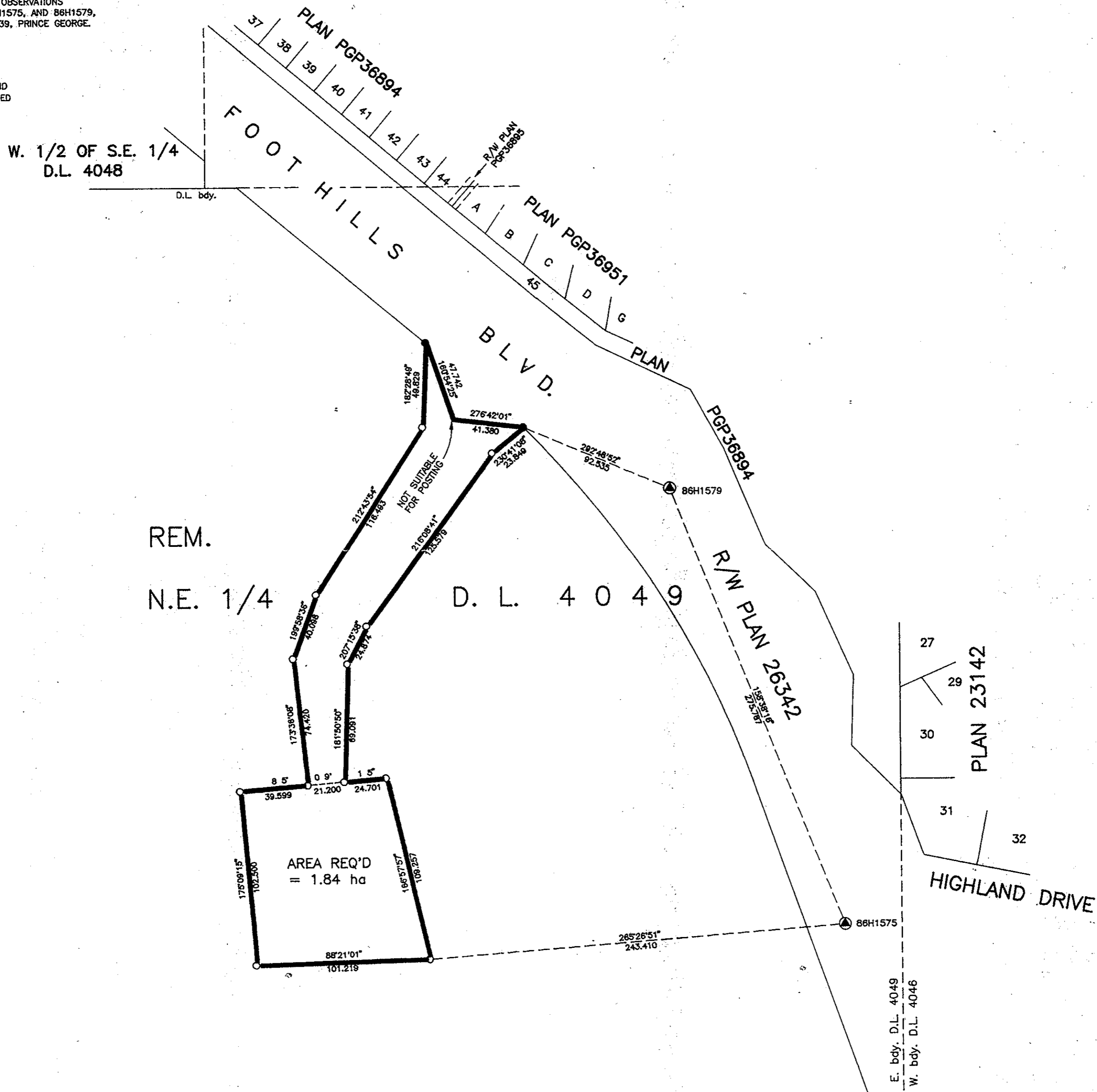
SCALE= 1 : 2000  
ALL DISTANCES ARE SHOWN IN METRES.

THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES.  
PRIOR TO COMPUTATION OF U.T.M. COORDINATES, MULTIPLY  
BY COMBINED FACTOR 0.9994842.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS  
BETWEEN CONTROL MONUMENTS 86H1575, AND 86H1579,  
INTEGRATED SURVEY AREA NUMBER 39, PRINCE GEORGE.

LEGEND

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



REGISTRAR *ck*

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 4th DAY OF JULY, 2001.

PART OF REM. OF  
N.W. 1/4 D.L. 4046

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

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

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  
2001037 D01-14-16

PLAN-50-  
GF

27 DEC 2001 14 09

PS043863

**Land Title Act  
FORM 11(a)**

LAND TITLE OFFICE  
PRINCE GEORGE/PRINCE RUPERT

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR  
EXPLANATORY PLAN (CHARGE)**

I, Brenda Myhre, 1100 Patricia Blvd., Prince George, BC, V2L 3V9, Property Agent for Real Estate Services, City of Prince George, the owner of a registered charge apply to deposit reference/explanatory plan of Statutory Right of Way Through Rem. N.E. ¼ District Lot 4049, Cariboo District.

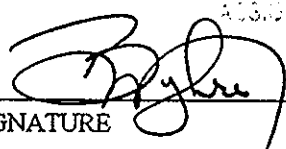
I enclose:

- 1. The reference/explanatory plan.
- 2. The reproductions of the plan required by section 67(s) (see below)
- 3. Fees of \$50.00

01	01/12/27 14:12:14	01	PG	233919
	DOC FILE FREE			\$0.00
01	01/12/27 14:12:15	01	PG	233919
	S/S/OT PLANS			\$50.00

DATED this 27<sup>th</sup> day of December, 2001.

ASSIGNED PLAN NUMBER PAP47435

  
SIGNATURE

**NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:

- (a) one blue linen original (alternatively white linen or original transparencies).
- (b) one duplicate transparency.
- (c) one whiteprint is required as a worksheet for the land title office.

(ii) The following further requirements may be necessary:

- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
- (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

\_\_\_\_\_  
B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

55.00

Copy

LAND TITLE ACT  
FORM C

(Section 233)

PROVINCE OF BRITISH COLUMBIA  
GENERAL INSTRUMENT - PART 27

DEC 20 14 10

PS043864

Page 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, solicitor or agent)  
Brenda Myhre, Property Agent, City of Prince George  
1100 Patricia Blvd., Prince George, BC V2L 3V9 PH: 561-7678

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*(PID) (LEGAL DESCRIPTION)  
015-101-495 The North East 1/4 of District Lot 4049 Cariboo District, Except Plans 26342 and PGP36894

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
STATUTORY RIGHT OF WAY OVER PART SHOWN ON STATUTORY RIGHT OF WAY PLAN NUMBER PGP 47435	ENTIRE DOCUMENT	TRANSFeree

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):\*  
STAUBLE INVESTMENTS LTD. (Inc. No. 83549)

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)

Execution Date

Party(ies) Signatures

WALTER BABICZ  
Barrister & Solicitor  
#1000-299 Victoria Street  
Prince George, B.C.  
V2L 5B8 960-3200

Y	M	D
01	12	12

STAUBLE INVESTMENTS LTD.  
by its authorized signatory:

ANTON ARTHUR STAUBLE

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.

Officer Signature(s)



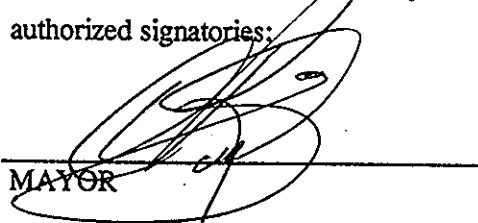
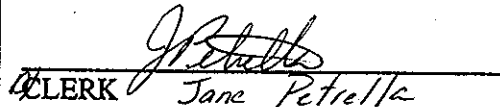
**Jane Petrella**  
Commissioner for Taking Affidavits  
for British Columbia  
1100 Patricia Blvd.  
Prince George, B.C. V2L 3V9

Execution Date

Y	M	D
01	12	12

Transferor(s) Signature(s)

CITY OF PRINCE GEORGE by its  
authorized signatories:

  
MAYOR  
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.

**PART 2 - EXPRESS CHARGE TERMS**

**STATUTORY RIGHT OF WAY**

*(Land Title Act - Section 218)*

**1. INTERPRETATION**

- 1.1 "Build and Service" means to establish, construct, operate, maintain, repair, extend, alter, protect, improve or remove;
- 1.2 "City" means the CITY OF PRINCE GEORGE named as the Transferee in Form C;
- 1.3 "City's Undertaking" means drainage works for the impounding, conveying and discharging of surface and other waters;
- 1.3 "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;
- 1.4 "Lands of the Owner" means the land described in paragraph 2 of Form C and includes the Right of Way Lands;
- 1.5 "Owner" means the person or persons named as the Transferor in Form C;
- 1.6 "Right of Way Lands" means that part or parts of the Lands of the Owner described in paragraph 3 of Form C;

**2. RECITALS**

- 2.1 The Owner is the registered owner of the Lands of the Owner.
- 2.2 The Owner has entered into this Statutory Right of Way to allow the City to Build and Service the City's Undertaking in, on or over the Right of Way Lands.

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

3. **WHAT THIS STATUTORY RIGHT OF WAY DOES**

- 3.1 This Statutory Right of Way is evidence that in return for the City having paid to the Owner the sum of ONE (\$1.00) DOLLAR, and in return for the Owner allowing the City to Build and Service the City's Undertaking on the Right of Way Lands, the City and the Owner agree with each other as set out in this Statutory Right of Way.
- 3.2 The Owner grants to the City this Statutory Right of Way forever to Build and Service the City's Undertaking in, on or over the Right of Way Lands.
- 3.3 The Owner agrees that the City, and persons, equipment and materials authorized by the City, may from time to time enter in, on or over the Right of Way Lands to Build and Service the City's Undertaking as the City chooses.
- 3.4 The Owner agrees that the City 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 the City chooses for the purpose of the City's Undertaking.

4. **PROMISES OF THE OWNER**

- 4.1 The Owner shall, by way of an unregistered licence, permit the City, and persons, equipment and materials authorized by the City, from time to time as the City chooses to enter upon and pass over such of the Lands of the Owner shown within a heavy black line on the drawing prepared by the City dated June 25, 1999 titled "Foothills Blvd Drainage Improvements Access Plan - R.O.E.", as may be reasonably required for access to the Right of Way Lands, a copy of which drawing is attached to this Statutory Right of Way as Schedule "A".

- 4.2 The Owner will not permit anything to be built or done in, on or over the Right of Way Lands that is likely to cause harm to, or prevent access to, any of the City's Undertaking.
- 4.3 The Owner will not reduce the soil cover over any of the City's Undertaking and will not construct open drains or ditches along or across the Right of Way Lands.
- 4.4 The Owner will sign any other documents reasonably required by the City to complete the grant of this Statutory Right of Way to the City.

5. **PROMISES OF THE CITY**


- 5.1 The City will not bury any debris or rubbish in the Lands of the Owner, and the City will remove any shoring or other similar temporary structures as backfilling proceeds.
- 5.2 The City will remove from the Lands of the Owner any construction debris created or placed there by the City.
- 5.3 Each time the City disturbs the surface soil on any of the Lands of the Owner, the City will return the natural drainage to the Lands of the Owner by restoring the surface soil as soon as reasonably possible. The City will not restore any trees or other surface growth to the Lands of the Owner, but will leave the surface soil in a condition which will not inhibit natural regeneration of such growth.
- 5.4 The City will carry out all work in a proper manner so as to do as little injury as possible to the Lands of the Owner.
- 5.5 The City will endeavour to carry out construction of the City's Undertaking such that the City's Undertaking shall not be unsightly or reduce the value of the Lands of the Owner.
- 5.6 The City will maintain the City's Undertaking in a manner that prevents the erosion and re-deposit of soil on the Lands of the Owner.

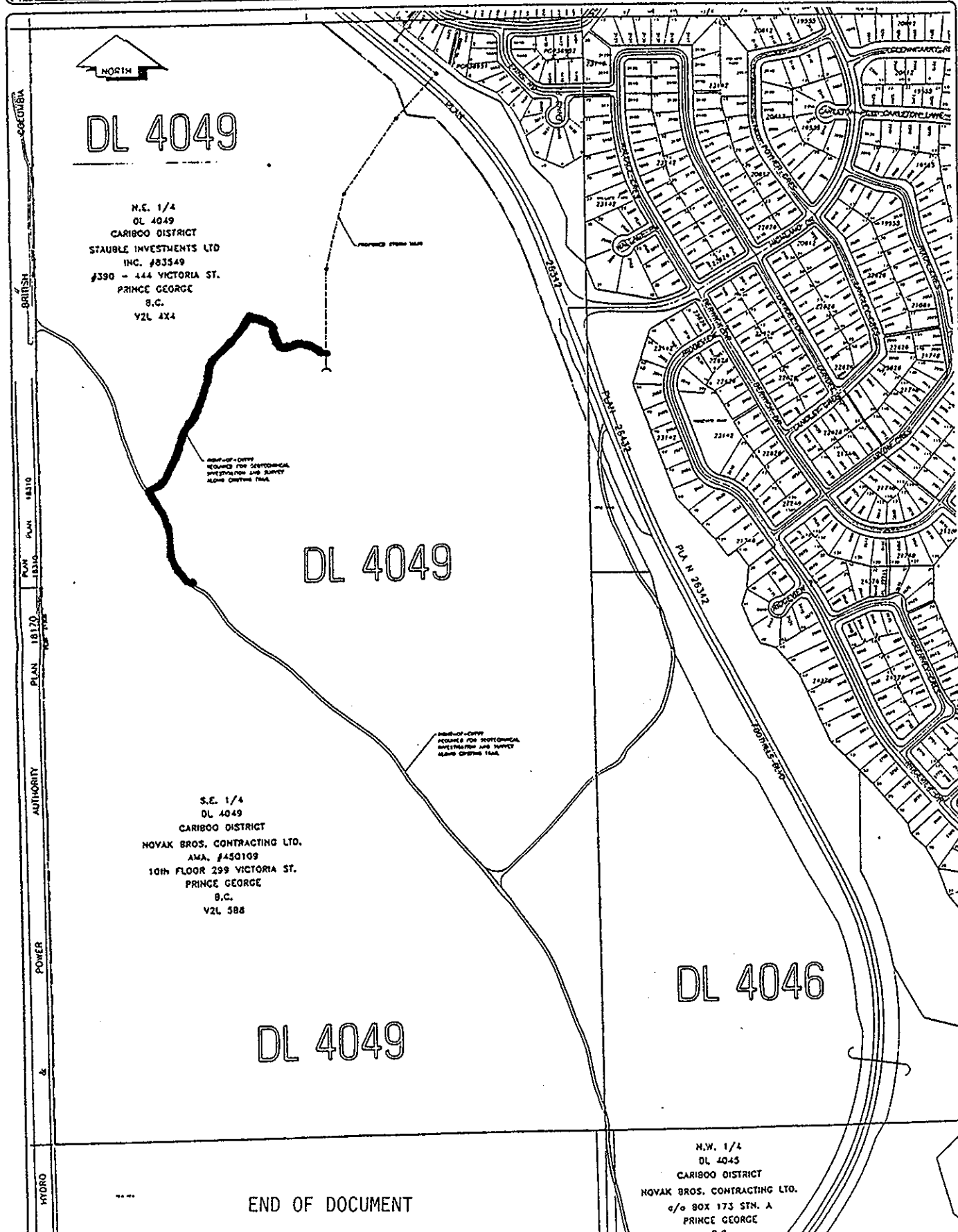
6. AGREEMENTS BETWEEN THE OWNER AND THE CITY

- 6.1 All material, equipment, machinery or attachments used in connection with the City's Undertaking (the "Works") shall remain the property of the City, and all or any part of the Works may be removed from time to time by the City even though such Works have been attached to the Right of Way Lands.
- 6.2 If the City abandons all or part of the Works, the City may remove all or any part of the Works from the Right of Way Lands or the City may leave all or any part of the Works in, on or over the Right of Way Lands; provided always that the City may not leave any unsightly Works on or over the Right of Way Lands.
- 6.3 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.
- 6.4 The covenants herein contained shall be covenants running with the land. In other words, the promises made in this Statutory Right of Way by the Owner not to do certain things 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 made in this Statutory Right of Way, however such promises 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.
- 6.5 If there is more than one owner of the Lands of the Owner, all of the promises made by the Owner in this Statutory Right of Way shall be binding on each Owner individually and shall be binding on each Owner on behalf of all of the Owners.
- 6.6 The Owner and the City, and their respective personal representatives and successors and assigns, shall each be bound by this Agreement and shall each be entitled to the benefit of this Agreement.
- 6.7 This Agreement is a Statutory Right of Way as referred to in Section 218 of the *Land Title Act* of British Columbia.



- 6.8 The City will indemnify the Owner for any increase in real property taxes payable in respect of the Lands of the Owner that is caused by an increase in assessed value of the Lands of the Owner for real property taxation purposes due to the City's Undertaking in, on or over the Right of Way Lands.
- 6.9 If the Owner ever applies to the City for approval to subdivide the Lands of the Owner, and if due to the City's Undertaking, the City requests oversized water drainage works within the subdivision development as a condition of such subdivision approval, then the City will indemnify the Owner for the difference in cost to the Owner between the oversized water drainage works required by the City for subdivision approval and the water drainage works that would have been required by the City for the subdivision approval had the City's Undertaking not been built on the Lands of the Owner.

REVISIONS 5% REJECTED	REVISIONS 5% REJECTED	 City of Prince George	DESIGN NO. PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	FORMALS B.C.O BALANCE IMPROVEMENTS ACCESS PLAN - A02	STORM <b>D982</b>
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NORTH

**DL 4049**

N.E. 1/4  
 DL 4049  
 CARIBOO DISTRICT  
 STAUBLE INVESTMENTS LTD  
 INC. #83349  
 #390 - 144 VICTORIA ST.  
 PRINCE GEORGE  
 B.C.  
 V2L 4X4

HEAD-OF-CUT  
 REPAIRS FOR SEPTIC TANK  
 INSPECTION AND SURVEY  
 ALONG CURBLINE TREAD.

**DL 4049**

HEAD-OF-CUT  
 REPAIRS FOR SEPTIC TANK  
 INSPECTION AND SURVEY  
 ALONG CURBLINE TREAD.

S.E. 1/4  
 DL 4049  
 CARIBOO DISTRICT  
 NOVAK BROS. CONTRACTING LTD.  
 A.M.A. #450109  
 10th FLOOR 299 VICTORIA ST.  
 PRINCE GEORGE  
 B.C.  
 V2L 5B8

**DL 4049**

**DL 4046**

N.W. 1/4  
 DL 4045  
 CARIBOO DISTRICT  
 NOVAK BROS. CONTRACTING LTD.  
 c/o BOX 173 STN. A  
 PRINCE GEORGE

END OF DOCUMENT

BRITISH COLUMBIA  
 PLAN 18170  
 PLAN 18310  
 AUTHORITY  
 POWER  
 &  
 HYDRO