

3109  
C  
Municipal Act No. 3244, 1977.

LAND USE CONTRACT

N 29251

This Agreement made the 24<sup>th</sup> day of

Aug 31 10 15 AM '78  
1978

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality of the First Part)

AND:

Seagate Holdings Ltd.  
Rob Buchan Ltd.  
Ernest Eliot Evernden  
Box 1701,  
Prince George, B.C.

Incorporation No. ~~150 760~~  
Incorporation No. 117 839-  
96562

(hereinafter called the Developer of the Second Part)

WHEREAS the Municipality, pursuant to Section 702 A of the Municipal Act, may, notwithstanding any By-Law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a Land Use Contract containing such terms and conditions for the use and development of land as may be agreed upon with a Developer, and thereafter the use and development of the land shall be in accordance with the Land Use Contract;

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the site in described lands and premises that would be in contravention of a By-Law of the Municipality or Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this Contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702 (2) and 702A (1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement, until the Council held a Public Hearing in relation to this Agreement, and considered any opinions expressed at such Hearing,

113  
1978  
12/25/84  
12/25/84  
12/25/84  
12/25/84  
12/25/84

J.C.  
E.E. R.S.

MEMORANDUM OF REGISTRATION  
Registered the 31 day of Aug 1978  
on application received at the time written or  
stamped on the application.

29251

CPG BY-LAW NO. <sup>3109</sup> 3249, 1977

- 2 -

and unless a majority of all the members of the Council voted in favour of a By-Law to authorize the Municipality to enter into this contract;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

Owner

1. The Developer 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:

- ① Lots 9 & 10, District Lot 632, Plan 1243
- ② Lot 4, District Lot 633, Plan 8698
- all in Cariboo District

(hereinafter called the "Land")

Uses

2. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and shall be subject to the special conditions set out in Schedules "B", "C" and "D" hereto.

By-Law and Municipal Act Application

3. Except as herein specifically provided, the provisions of the Municipal Act and the By-Laws of the Municipality apply to the land herein described.

Utilities

4. All utilities, including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "B" hereto.

Parks

5. All parks, buffer areas and public space shall be provided in compliance with and according to the special conditions set out in Schedule "D" hereto.

J.C.  
E.E. B.S.

E.E. B.S.

CPG BY-LAW NO. <sup>3109</sup> 2249, 1977

-3-

29251

Subdivision

6. The subdivision of the land shall be in compliance with the special conditions set out in Schedule "C" hereto.

Payment

7. Except as otherwise specifically provided herein the entire cost of the development of the land including the provision of all services and the provision and construction of the items set out in Paragraph 4 hereof shall be paid for by the Developer.

Ownership

8. All works and services, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this Contract becomes vested in the Municipality or located upon highways dedicated or to be dedicated shall upon the issuance of a Certificate of Acceptance therefor, as hereinafter provided, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

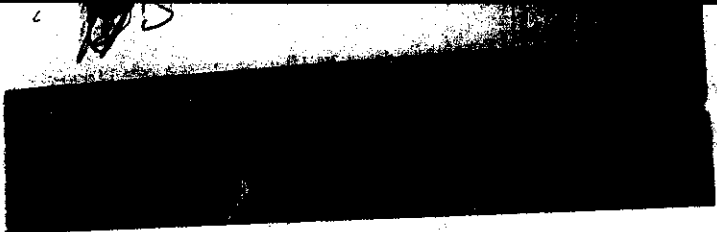
Acceptance

9. Upon completion of the works and services referred to in Paragraph 8 hereof in accordance with the terms of this Contract and upon expiration of the one (1) year maintenance period referred to in Paragraph 9 hereof and provided the said works and services are in a state of complete repair the Municipality covenants and agrees with the Developer to issue a Certificate of Acceptance of the said works and services. Except as otherwise provided herein, the Municipality shall from the date of the Certificate of Acceptance become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to Paragraph 8 hereof, but nothing

*L.C.*

*L.C. [Signature]*

*[Signature]*



CPG BY-LAW NO. <sup>3109</sup>~~3279~~, 1977 -4-

29251

Acceptance

9. (Cont'd)

herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general Municipal funds.

Excessive Costs

10. The Developer shall pay to the Municipality the excessive cost fees set out in Schedule "E" hereto, in accordance with the terms set out therein.

Schedule

11. The Developer shall carry out the work and construct, locate, provide and develop the structures, buildings, works, services, developments and facilities according to the times set out in Schedule "F" hereto.

Maintenance

12. With respect to the works and services described in Paragraph 8 hereof the Developer hereunder covenants and agrees:

(a) to maintain, but not operate, all of the said works and services in complete repair for a period of one (1) year from completion thereof;

(b) to remedy any defects appearing within a period of one (1) year from the date of such completion of the said works and services and pay for any damage to other property or work resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or acts of God.

(c) that if the works specified herein and in Schedules hereto are not completed pursuant to the provisions of this contract, the

*L.C.*  
*E.E.P.*

*[Signature]*

CPG BY-LAW NO. <sup>3109</sup> 3243 1977 -5- 29251

Maintenance 12. (c) (Cont'd)  
Municipality may complete the works at the cost of the Developer and bill the Developer accordingly. The Developer will upon receipt of the Municipality's bill for such works pay to the Municipality the sum specified therein. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality.

Registration 13. This Agreement shall be construed as running with the land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A (4) of the Municipal Act.

Interpretation 14. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

Binding 15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Compliance with By-Laws 16. Subject to this Contract, the within works and developments herein provided for shall comply with all the By-Laws of the Municipality.

Termination 17. (1) The Municipality may, by resolution adopted by the affirmative vote of two-thirds of the members of Council present, at any time, on or after ten (10) years from the date of registration of this Agreement at the Land Registry Office unilaterally terminate all or any part of this Agreement.

(2) The resolution herein provided for shall not be adopted prior to the holding of a Public Hearing in the manner provided for in Section 703 of the Municipal Act.

(3) A copy of the resolution herein provided for shall be registered at the Land Registry Office in the same manner as this Agreement.

*L.C.*

*[Handwritten signature]*

*[Handwritten signature]*

29251

CPG BY-LAW NO. <sup>3109</sup>~~3249~~, 1977 - 6 -

A Public Hearing on the Agreement was held the 5<sup>th</sup> day of December, 1978.

This Agreement was approved on the 12<sup>th</sup> day of December 1978 by a vote of two-thirds of the Members of Council present under By-Law No. 3109.

IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL of the CITY OF PRINCE GEORGE was affixed in the presence of:

[Signature]  
Mayor

[Signature]  
Clerk

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]  
(name)  
102-1975 LONGDALE AVE  
NORTH VANCOUVER, B.C.  
(address)

ACCOUNTANT  
(occupation)

THE CORPORATE SEAL of SEAGATE HOLDINGS LTD. was affixed in the presence of:

[Signature]  
PRESIDENT

THE CORPORATE SEAL of ROB BUCHAN LTD. was affixed in the presence of:

[Signature] (President)

(SEAL)

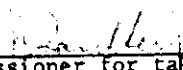
[Signature]  
ERNEST ELIOT EVERNDEN

29251

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the ~~17<sup>th</sup>~~ day of ~~May~~<sup>July</sup> 1978,  
at Prince George, in the Province of British Columbia,  
Gerald Wayne Buchanan, who is personally known  
to me, appeared before me and acknowledged to me that he  
is the City Clerk of the City of Prince George, and that  
he is the person who subscribed his name to the annexed  
instrument as City Clerk of the said City of Prince George  
and affixed the Seal of the City of Prince George to the  
said instrument, that he was first duly authorized to  
subscribe his name as aforesaid, and affix the said Seal  
to the said instrument, and that such corporation is  
legally entitled to hold and dispose of land in the  
Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto  
set my Hand and Seal of Office, at  
Prince George, in the Province of  
British Columbia this ~~17<sup>th</sup>~~ day of  
~~May~~<sup>July</sup>, in the year of our Lord one  
thousand nine hundred and seventy-  
eight.

  
A Commissioner for taking Affidavits  
within British Columbia.

29251

AFFIDAVIT OF WITNESS

COUNTY OF CARIBOO  
PROVINCE OF BRITISH COLUMBIA

TO WIT:

I, *ROBERT SIMROS* of the City  
*NORTH*  
of *A* Vancouver in the

Province of British Columbia, MAKE OATH AND SAY:

1. THAT I was personally present and did see the with-  
in Instrument duly signed and executed by Ernest Eliot Evernden

the party hereto, for the purpose named therein.

2. THAT the said Instrument was executed at *NORTH*  
Vancouver, British Columbia

3. THAT I know the said part y and he is  
of the full age of nineteen years.

4. THAT I am the subscribing witness to the said Instrument  
and am of the full age of sixteen years.

SWORN BEFORE ME at the )  
City *NORTH* )  
of *A* Vancouver )  
in the Province of British )  
Columbia, this *24<sup>th</sup>* day )  
of May 1978 )

*Robert Simros*

*William N. Parault*  
A Commissioner for taking )  
Affidavits for British )  
Columbia: )  
WILLIAM N. PARAULT )

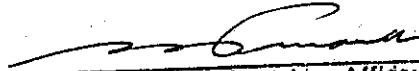


29251

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 25<sup>th</sup> day  
of ~~the~~ May, A.D. 19 78, at the City  
of ~~the~~ Vancouver, in the Province of British  
Columbia, ~~Barbara~~ LORRAINE GAIL Evernden  
who is personally known to me, appeared before me and acknowledged  
to me that she is the President of  
SEAGATE HOLDINGS LTD.  
and that she  
is the person who subscribed her name to the annexed instrument as  
President of the said SEAGATE HOLDINGS LTD.  
and affixed the seal of the said Corporation  
to the said instrument, that she was first duly authorized to subscribe her  
name as aforesaid and affix the said seal to the said instrument; and that  
such Corporation is legally entitled to hold and dispose of land in the  
Province of British Columbia.

IN TESTIMONY WHEREOF I have  
hereunto set my Hand and Seal  
of Office at the City  
of ~~the~~ Vancouver  
in the Province of British  
Columbia, this 25<sup>th</sup> day  
of May, A.D. 19 78.

  
A Commissioner for taking Affidavits  
within British Columbia

WILLIAM N. PERRAULT  
A Commissioner for taking Affidavits  
for British Columbia

29251

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 24<sup>th</sup> day  
of May , A.D. 1978 , at the City  
of ~~New~~ Vancouver , in the Province of British  
Columbia, Rob Buchan  
who is personally known to me, appeared before me and acknowledged  
to me that he is the President of Rob Buchan Ltd.  
and that he  
is the person who subscribed his name to the annexed Instrument as  
President of the said Rob Buchan Ltd.  
and affixed the seal of the said Corporation  
to the said Instrument, that he was first duly authorized to subscribe his  
name as aforesaid and affix the said seal to the said Instrument; and that  
such Corporation is legally entitled to hold and dispose of land in the  
Province of British Columbia.

IN TESTIMONY WHEREOF I have  
hereunto set my Hand and Seal  
of Office at the City  
of ~~New~~ Vancouver  
in the Province of British  
Columbia, this 24<sup>th</sup> day  
of May , A.D. 1978.

  
A Commissioner for taking Affidavits  
within British Columbia

WILLIAM J. ...  
ACCOMPLISHED BY ...  
In the presence of ...

CPG BY-LAW NO: 2243, 1977  
3/09

29251

LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use:

1. R1 - Residential single Family Dwelling as per City of Prince George Zoning By-Law No. 2876 for areas only designated for development as single family lots on the plan attached hereto as Exhibit "A" to Schedule "C".

L.C.

E.E. B.P.

B.P.

CPG BY-LAW NO. 3249, 1977  
3107

-8-

28851

LAND USE CONTRACT

Schedule "B"

Utilities:

Special Conditions:

1. Telephone ) overhead connections shall be permitted to lots facing  
Electricity ) Blackburn Road.
2. All lots created by subdivision shall be serviced to full urban standards, subject to the special exemptions contained in item (1) above.
3. In the event that the lands designated for single family lot development in the plan attached hereto as Exhibit "A" to Schedule "C" cannot be serviced to the standards set out in item (2) above this entire agreement shall become null and void.

L.C.  
E.E. B.

E.E. B.

CMG BY-LAW NO. ~~3249~~, 1977  
5109

-9-

2925

LAND USE CONTRACT

Schedule "C"

Subdivision Plans

Parcels: Maximum 71 to be created.

Highways:

Dimensions	)	
Location	)	As per Plan prepared by W. D. Usher & Associates
Alignment	)	under No. 9209 "A" and stamped "Received" by
	)	City Manager's Office August 26th, 1977 attached
	)	hereto and marked Exhibit "A" to Schedule "C".

Special Conditions:

1. The design (lot pattern) of the subdivision shall be substantially in accordance with the Blackburn Outline Plan adopted by the Council of the City of Prince George on September 27th, 1976.
2. Upon final subdivision, those parcels shown as "unsubdivided remainders" shall be retained in an undeveloped state until such time as a replot can be carried out with adjacent property owners to create full sized R1 residential lots.
3. No building permits shall be issued for lands shown as "unsubdivided remainders" until such time as they are converted into conforming residential lots by means of a replotting scheme.

*L.C.*

*E.E.D.S.*

*E.E.D.S.*

29251

29251

This is Exhibit "A" to Schedule "C" forming part of the Land Use Contract between the City of Prince George and

located under City Law No. ~~3249~~ <sup>3/09</sup> ~~3249~~ and  
located in the City of ~~Prince George~~

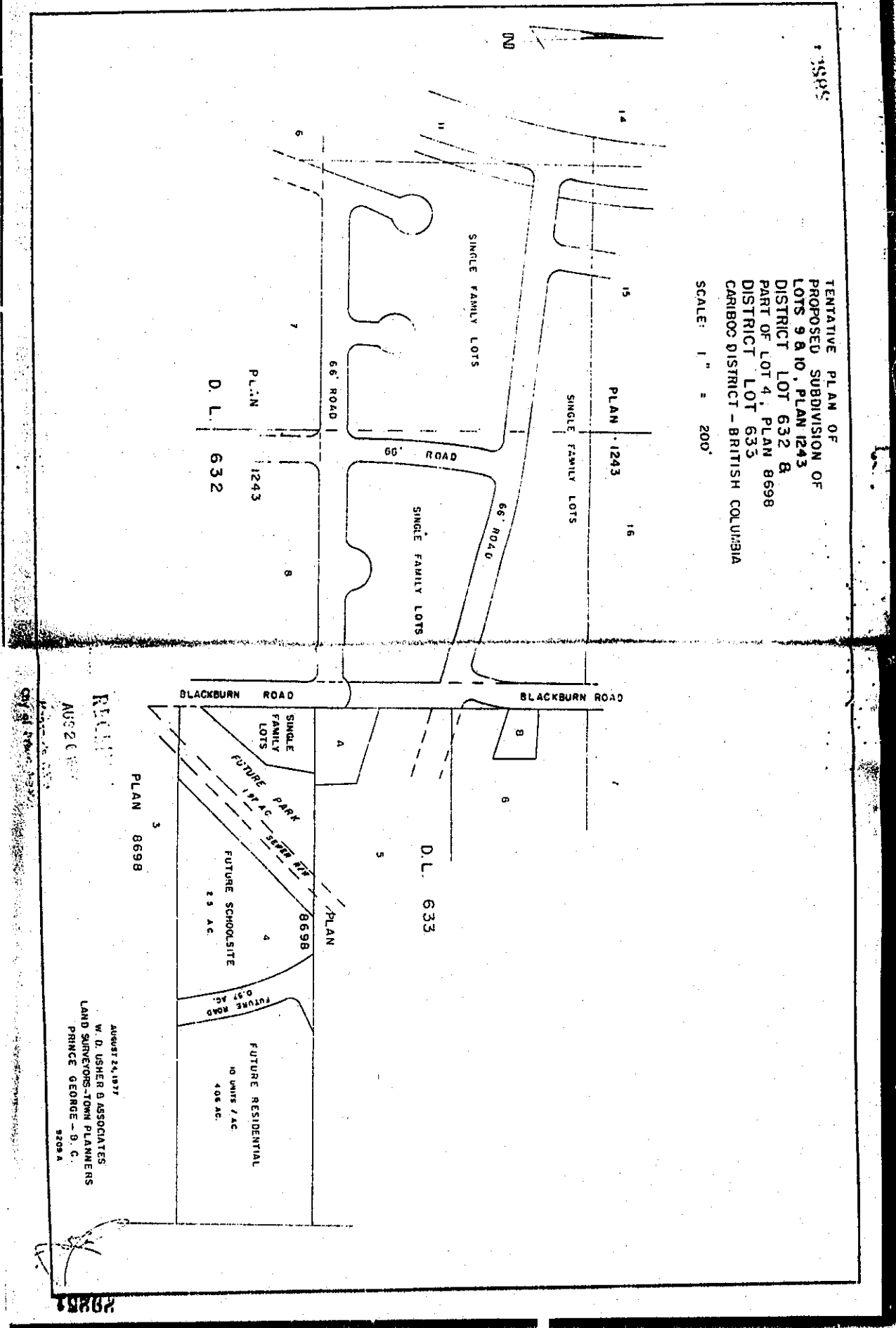
~~Rob Buchanan~~ (Signature) (Review)

*E. Evernden*

ROB BUCHANAN LTD.  
PER *[Signature]* PRES.

*[Signature]*

SEACADE HOLDINGS LTD  
PER *[Signature]* - President  
*J. Evernden*



13895

TENTATIVE PLAN OF  
 PROPOSED SUBDIVISION OF  
 LOTS 9 & 10, PLAN 1243  
 DISTRICT LOT 632 &  
 PART OF LOT 4, PLAN 8698  
 DISTRICT LOT 633  
 CARIBOO DISTRICT - BRITISH COLUMBIA  
 SCALE: 1" = 200'

RECEIVED  
 AUG 20 1978  
 AUGUST 24, 1977  
 W. D. USHER & ASSOCIATES  
 LAND SURVEYORS-TOWN PLANNERS  
 PRINCE GEORGE - B. C.  
 27084

29251

262

CPG BY-LAW NO. <sup>3109</sup>~~3243~~, 1977

-10-

29:51

LAND USE CONTRACT

Schedule "D"

Parks, Buffer Areas and Space:

Special Conditions

1. The lands being a portion of Lot 4, District Lot 633, Plan 8698, Cariboo District designated as future park and future school site on the plan attached hereto and marked Exhibit "A" to Schedule "C" shall be reserved, unencumbered by buildings or structures for park and school purposes.

2. The Developer shall convey to the Municipality at no cost to the Municipality that portion of the reserved park and school site equivalent to ten (10) percent of the area of the lands contained in Lots 9 and 10, Plan 1243, District Lot 632 and that portion of Lot 4, Plan 8698, District Lot 633, Cariboo District designated for development as single family lots on the plan attached hereto and marked Exhibit "A" to Schedule "C". Any portion of the reserved lands within the two hundred year flood plain as set out in the Stanley Associates Drainage Study for the Blackburn area shall not be calculated as part of the ten (10) percent requirement, and shall be conveyed to the Municipality free of charge.

3. Subsequent to the registration of the plan of subdivision for Lots 9 and 10, Plan 1243, District Lot 632, and part of Lot 4, Plan 8698, District Lot 633, Cariboo District, any or all portions of the reserved park and school site lands in excess of the ten (10) percent requirement and the two hundred year flood plain requirement may be acquired by the Municipality upon request of the Municipality at a price to be negotiated. In the event of agreement on the purchase price not being arrived at by the Developer and the Municipality within ninety (90) days of the commencement thereof the matter shall be settled by arbitration according to the procedure set out in the Arbitration Act.

4. All areas required for buffer purposes in accordance with the Blackburn Outline Plan adopted by the Council of the City of Prince George on September 27th, 1976 shall, at the time of subdivision of Lots 9 and 10, Plan 1243, District Lot 632, and part of Lot 4, Plan 8698, District Lot 633, Cariboo District, be conveyed to the Municipality subject to the terms and conditions set out herein for park and school site reserve lands and for the purposes of acquisition only shall be considered to constitute part of the park and school site reserve lands.

*L.C.*  
*E.E.P.*

*E.E.P.*



29:51

CPC BY-LAW NO. <sup>3109</sup>~~3247~~ 1977 -11-

LAND USE CONTRACT

Schedule "E"

Excessive Cost Policy

Excessive cost fees in the amount \$950.00 for each new lot created (max. 68 x 950.00) on the basis of the final plan of subdivision shall be paid to the Municipality prior to final approval of said plans of subdivision.

L.C.  
E.E. B.S.

E.E. B.S.

29251

C/MG BY-LAW NO. <sup>3109</sup> 3279, 1977

-12-

LAND USE CONTRACT

Schedule "F"

1. All areas designated for development as single family lots shall be subdivided, fully serviced and on the market within two years of the date of this Agreement.
2. Failure to comply with the requirements of clause 1 above may result in termination of this Agreement by the Municipality in the manner provided for in section 17 hereof, notwithstanding the fact that ten (10) years will not have elapsed from the date of registration.

L.C.

*[Handwritten signature]*

*[Handwritten signature]*

29251

THIS AGREEMENT dated for reference the            day of *June*  
19. 78.

BETWEEN:            KNUD BRUUN, and BIRGIT BRUUN, both of  
                         Squamish, British Columbia  
                         AS JOINT TENANTS

(hereinafter called the "Owner")

OF THE FIRST PART

AND:                ROB BUCHAN LTD., (Incorporation # 160,760)  
                         and SEAGATE HOLDINGS LTD., (Incorporation  
                         # 117,839, both of Box 1701, Prince  
                         George, British Columbia

(hereinafter called the "Purchaser")

OF THE SECOND PART

AND:

CITY OF PRINCE GEORGE, a municipal corporation,  
1100 Patricia Boulevard, in the City of Prince  
George, in the Province of British Columbia.

(hereinafter called the "City")

OF THE THIRD PART

WHEREAS:

- A. the Owner is the Registered Owner of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Prince George, Province of British Columbia and being more particularly known and described as:

Lot 4  
District Lot 633  
Cariboo District  
Plan 8698

(hereinafter called the "lands");

29251

- B. the Purchaser is the purchaser in fact of the lands and is the registered holder of the last registered agreement for sale and purchase in respect of the lands by virtue of a Right to Purchase registered in the Prince George Land Registry Office under numbers L7214 & L7962 (hereinafter called the "Right to Purchase");
- C. The Purchaser and the City have, pursuant to section 702A of the Municipal Act of British Columbia, entered into an Agreement concerning the use and development of the lands, by virtue of a certain Land Use Contract registered in the Prince George Land Registry Office under number a copy of which is hereunto attached (hereinafter called the "Land Use Contract")
- D. the parties have agreed to enter into these presents in order to give full effect to the said Land Use Contract and to bind the use and development of the lands in accordance with the true intent thereof.

NOWHEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and conditions herein contained, the parties hereto each covenant and agree with the other as follows:

1. The Owner and the Owner's interest in and to the lands shall be bound by the Land Use Contract and

29251

all terms, covenants and conditions therein contained to the intent and of the same force and effect as though the Owner had entered into the Land Use Contract with the City and the same had been executed, delivered and registered as aforesaid against the lands prior in time to the execution, delivery or registration of the Right to Purchase.

2. The Land Use Contract shall have the full force and effect of a restrictive covenant running with the lands notwithstanding any default by the Purchaser in respect of any of the terms, covenants or conditions contained in the Right to Purchase, and notwithstanding any foreclosure or other proceedings arising out of the Right to Purchase.
3. The Purchaser hereby postpones the Right to Purchase and the Purchasers interest in and to the lands to the Land Use Contract and hereby grants the Land Use Contract priority over the Right to Purchase and the interest of the Purchaser in and to the lands in the same manner and to the same effect as though the Land Use Contract had been executed, delivered and registered against the lands prior in time to the execution, delivery and registration of the Right to Purchase.
4. All parties hereto hereby acknowledge and agree that the use and development of the lands shall be in accordance with the Land Use Contract.

the us  
accordance with the de

29251

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the manner and on the dates hereinafter appearing.

Signed, Sealed and Delivered )  
by the Owners )  
6 day of JUNE this )  
in the presence of: 19 78 )

[Signature]  
BOX 410

SQUAMISH AC  
As to both signatures.

[Signature]  
KNOD BRUON

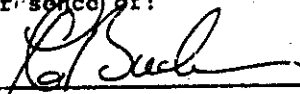
[Signature]  
BIRGIT BRUON

Signed, Sealed and Delivered )  
by )  
day of this )  
in the presence of: 19 )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29251


The Corporate Seal of  
ROB BUCHAN LTD.  
was hereunto affixed this 14<sup>th</sup>  
day of ~~May~~ June 19 78 in the  
presence of:

  
\_\_\_\_\_  
President

The Corporate Seal of  
SEAGATE HOLDINGS LTD.  
was hereunto affixed this 14<sup>th</sup>  
day of ~~May~~ June 19 78 in the  
presence of:

  
\_\_\_\_\_  
President

The Corporate Seal of City of  
Prince George was hereunto  
affixed this 14<sup>th</sup> day of ~~May~~ June  
1978 in the presence of:

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

29251

ACKNOWLEDGEMENT OF MAKER

I HEREBY CERTIFY that, on the 10 day of JUNE, 1978 at  
Squamish, in the Province of British Columbia  
KNUD BRUUN & BIRGIT BRUUN (~~whose identity has been proved by the evidence on~~  
~~oath of~~ ), who is personally known to me, appeared  
before me and acknowledged to me that they are the persons mentioned in the  
annexed instrument as the makers thereof, and whose names they subscribed  
thereto as parties that they know the contents thereof, and that  
they executed the same voluntarily, and they are of the full age of  
nineteen years.

IN TESTIMONY whereof I have hereunto set my hand  
and Seal of Office, at Squamish  
in the Province of British Columbia, this 10  
day of JUNE 19 78.



A Notary Public in and for the  
Province of British Columbia.  
A Commissioner for taking Affidavits  
for British Columbia.

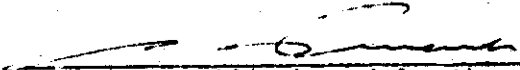


29251

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 28<sup>th</sup> day of JUNE, 1978  
 at ~~North~~ Vancouver, in the Province of British Columbia,  
~~LORRAINE~~ Evernden (whose identity has been proved by the evidence on  
 oath of \_\_\_\_\_, who is) personally known to me,  
 appeared before me and acknowledged to me that she is the President  
 of Seagate Holdings Ltd., and that she is the person who  
 subscribed her name to the annexed instrument as President  
 of the said Seagate Holdings Ltd. and affixed the seal  
 of the said Seagate Holdings Ltd.  
 to the said Instrument, that she was first duly authorized to subscribe her  
 name as aforesaid, and affix the said seal to the said Instrument, and  
 that such corporation is legally entitled to hold and dispose of land in  
 the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand  
 and Seal of Office, at ~~North~~ Vancouver  
 in the Province of British Columbia, this 28<sup>th</sup>  
 day of JUNE one thousand  
 nine hundred and seventy-eight.

  
 A Notary Public in and for the  
 Province of British Columbia.  
~~A Commissioner for taking Affidavits  
 for British Columbia.~~


A Notary Public in and for the  
Province of British Columbia.  
~~A Commissioner for taking Affidavits  
for British Columbia.~~

29251

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 28<sup>th</sup> day of JUNE, 1978,  
at North Vancouver, in the Province of British Columbia,  
Rob Buchan (whose identity has been proved by the evidence on  
oath of \_\_\_\_\_, who is) personally known to me,  
appeared before me and acknowledged to me that he is the President  
of Rob Buchan Ltd., and that he is the person who  
subscribed his name to the annexed instrument as President  
of the said Rob Buchan Ltd. and affixed the seal  
of the said Rob Buchan Ltd.  
to the said Instrument, that he was first duly authorized to subscribe his  
name as aforesaid, and affix the said seal to the said Instrument, and  
that such corporation is legally entitled to hold and dispose of land in  
the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand  
and Seal of Office, at North Vancouver  
in the Province of British Columbia, this 28<sup>th</sup>  
day of JUNE one thousand  
nine hundred and seventy-eight.

  
A Notary Public in and for the  
Province of British Columbia.  
~~A Commissioner for taking Affidavits  
for British Columbia.~~

29251

SUITE 501, 525 SEYMOUR STREET  
VANCOUVER, B. C. V6B 3H7

TELEPHONE (604) 681-9147  
CABLE ADDRESS "PLEADINGS"

**Wasson, Wasson & Dorchester**  
BARRISTERS AND SOLICITORS

EVANS WASSON, O.C.  
GARTH C. WASSON  
FRANK R. C. DORCHESTER

November 24, 1977

The Registrar of Titles,  
Land Registry Office,  
Prince George, B. C.

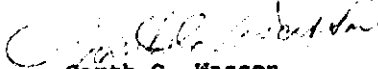
Dear Sir:

Re: SEAGATE HOLDINGS LTD.

We act as Solicitors for Seagate Holdings Ltd. and accordingly the Writer hereby certifies that the said Company, Seagate Holdings Ltd,

- 1) has not at any time been struck from the Register and restored;
- 2) is on the Register of Companies;
- 3) date of Incorporation: 24th April, 1973;
- 4) Certificate of Incorporation Number: 117,839
- 5) the Company is in good standing with respect to all of its filings with the Registrar of Companies.

Yours truly,

  
Garth C. Wasson

GCW/p

29251

Substitute: ...  
 Interest: Land Use ...  
 Declared: ...  
 Driven: ...  
 British Subject: Yes - No  
 Signature of Applicant: *[Handwritten Signature]*

HOPE, HELEN H & HANSEN  
 Barristers & Solicitors  
 THE CAMBRIDGE BUILDING  
 1508 - 6th AVE. PRINCE GEORGE, B.C.  
 V2L 5G7