



## Spagnuolo LLP

*Real Estate Lawyers*

### Explanation of Statutory Right of Way Registration Number 29080K

This is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality, or a utility.

This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, so it will remain on title following the sale to a new purchaser/buyer. This means that the obligations under this charge will be binding on all future owners.

This is a “hydro & gas right of way”. It allows BC Hydro to use a part of the lands to install and maintain (a) towers, poles, guy wires, conduits, transformers, lines of wire, and related works for electricity and communications; and (b) *underground* pipelines, valves, meters and related works for distribution of gas. The company may clear the area of its works from obstructions and/or hazards. The owner shall not place or maintain any building, structure, pavement, excavation, growth, inflammable material, or other obstruction within the area of the works (that might interfere with their operation), or otherwise interfere with these rights.

Since 1991, Spagnuolo LLP has maintained a relentless focus on customer service. Now, with roughly 15 locations, we are trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call at 604-527-4242 or email us at [realestate@spagslaw.ca](mailto:realestate@spagslaw.ca).

*“we deliver peace of mind”*

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LAND REGISTRY ACT

FORM C (Section 128)

Application for Registration of Charge

RECEIVED LAND REGISTRY OFFICE KAMLOOPS

63 0 16 14 34 35

Date 15th October, 1963

I, John William Seddon, solemnly declare that I am [or Solicitor for] British Columbia Hydro and Power Authority and that [he] is entitled to a

\* charge by way of right of way over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is British Columbia Hydro and Power Authority, 970 Burrard Street, Vancouver 1, B.C.

† Not applicable where the applicant is a corporation. Strike out words not applicable.

Strike out words not applicable

(Adapt to suit circumstances.)

† For use where the application is made by a solicitor or agent.

Strike out words not applicable

The fee-simple is registered in Vol. 62917, of the Register.

DESCRIPTION OF LAND

22105K. Rf.

Table with 3 columns: MUNICIPALITY OR ASSESSMENT DISTRICT, LOT OR SECTION, ADMEASUREMENT OR ACREAGE. Row 1: Prince George Assessment District, The North-East Quarter of District Lot 1507, Cariboo District.

LIST OF INSTRUMENTS

Table with 3 columns: DATE, PARTIES, CHARACTER OF DEED. Row 1: 9th October, 1963, Ivor Hannus, Dorothy Beatrice Connolly, Ewert Orr Connolly, Terrence Gerald Connolly, Right of Way Agreement.

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is 2,301 dollars: [in the case of a Solicitor or Agent, add] and I am duly authorized by the owner to make this application [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of the full age of twenty-one years.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me this 15th day of October, 1963, at Vancouver, British Columbia. (Signature) 970 Burrard Street, Vancouver 1, B.C.

\* NOTE.—Insert here the estate less than the fee-simple, or encumbrance or equitable interest claimed in, over, or upon the land; e.g., mortgage in fee-simple for \$500, estate for life, lis pendens (according to circumstances, upon, in, over).

Handwritten mark

Do not write outside the side-line. Space reserved for binding.

THIS AGREEMENT made as of the 9<sup>th</sup> day of October, 1963.

WITNESSETH THAT:

- 1. IVOR HANNUS, of Box 222, Hixon, in the Province of British Columbia, and DOROTHY BEATRICE CONNOLLY, EWERT ORR CONNOLLY, and TERRENCE GERALD CONNOLLY, all of Stoner, in the Province of British Columbia, the holders in joint tenancy of a right to purchase the land hereinafter described registered in the Land Registry Office at the City of Kamloops, Province aforesaid, under Charge Number 22105-K,

J.S.C.  
O.O.C.  
J.F.H.  
D.B.C.  
S.B.B.

Registered the 4<sup>th</sup> day of November, 1963, an application received at the time written or stamped on the application.

for and in consideration of the sum of Two thousand three hundred and one Dollars

J.F.H.  
J.S.C.  
O.O.C.  
D.B.C.  
S.B.B.

(\$2,301.00), the receipt of which he hereby acknowledges, hereby grants in perpetuity to British Columbia Hydro and Power Authority, of 970 Burrard Street, in the City of Vancouver, Province of British Columbia (hereinafter called "the Corporation"), the right and easement for the Corporation, its servants, agents and all others the licensees of the Corporation:

- (a) (i) To construct, erect, string, operate, maintain, remove and replace towers and poles with anchors, guy wires, brackets, crossarms, insulators, transformers and their several attachments and one or more lines of wire;
- (ii) To excavate for, install, operate, maintain, remove and replace (with conduits, cables or pipe of the initial or any other size) one or more underground conduits and cables with all necessary attachments and fittings, and one or more underground pipe lines of whatsoever kinds or dimensions with necessary and proper valves, meters and other appliances and fittings and devices for controlling corrosion, all for use in connection with such pipe line or lines;

for the transmission and distribution of electric energy, gas, oil and petroleum products and for communication purposes (all of which are hereinafter collectively called "the works") upon the land described in the schedule hereto (hereinafter called "the land");

- (b) To clear the land and keep it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter on the land which might, in the opinion of the Corporation, interfere with or endanger the construction, erection, stringing, excavation for, installation, operation, maintenance, removal or replacement of the works or any part thereof;
- (c) Generally to do all acts necessary or incidental to the business of the Corporation in connection with the foregoing;

on the understanding that, as soon as the Corporation has constructed the works, or any of them, on the land, the right and easement hereby granted shall thereupon and thereafter be confined and restricted to that portion of the land (hereinafter referred to as "the right of way") comprising

approximately the -----36.04-----acre portion shown outlined in red on the plan attached hereto and to be precisely determined by a survey to be made by a British Columbia Land Surveyor at the expense of the Corporation.

2. The Owner hereby covenants with the Corporation:

- (a) Not to make, place, erect or maintain any building, structure, excavation, pile of material or obstruction or to plant any growth upon the right of way which, in the opinion of the Corporation, might interfere with or endanger the construction, erection, stringing, excavation for, installation, operation, maintenance, removal or replacement of the works or any part thereof or which might obstruct access by the Corporation's servants, agents or licensees to the works or any part thereof;
- (b) Not to carry out blasting or aerial logging operations on the right of way unless permission in writing from the Corporation has first been received, which permission shall not be unreasonably withheld;
- (c) Not to do or knowingly permit to be done any act or thing which might in the opinion of the Corporation, in any way whatsoever interfere with or injure the works or any part thereof or impair the operating efficiency thereof; and
- (d) Not to diminish or substantially add to the ground cover over such of the works as may be from time to time installed, operated or maintained below the surface of the right of way and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across any underground conduit, cable or pipeline which may at any time be installed on the right of way.

3. The Corporation hereby covenants with the Owner:

- (a) To pay full compensation to the Owner for any damage to any buildings outside the right of way, and to crops, livestock, drains, ditches, culverts, fences, bridges, roads and fruit, nut or ornamental trees anywhere on the land caused by the Corporation in the exercise of any of its rights hereunder and without negligence on the part of the Owner;
- (b) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that the Corporation cuts on the land;
- (c) To pay full compensation to the Owner for all timber cut or damaged on the land by the Corporation in the exercise of its rights hereunder; and
- (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain all conduits, cables and pipelines installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land.

4. It is mutually agreed between the Owner and the Corporation that:

- (a) The Corporation shall, as soon as conveniently may be, cause a survey of the right of way to be made in accordance with the provisions of the Land Registry Act and any regulations made by the Surveyor General and, forthwith upon completion of the plan

of such survey, deposit the same in the proper Land Registry Office. Such plan and the survey upon which it is based shall thereafter in all respects establish and define the right of way, and the land except the right of way shall, upon the acceptance of such plan by the said Land Registry Office, be discharged from the right and easement hereby granted. Upon receipt of the proper fee and application made by the Corporation on behalf of the Owner, the making of which application the Owner hereby authorizes, the Registrar of Titles is hereby authorized to make such entries upon the Register as may be necessary to give effect to the foregoing. The Owner further agrees to accept the accuracy of the said survey and the plan thereof without execution or further approval by him;

- (b) In the event the Corporation shall not have deposited a plan of the right of way, as provided for herein, on or before the 31st day of December, 1964, the right and easement hereby granted shall thereupon terminate, and the Corporation agrees thereupon to execute and register such documents as may be necessary to effect such termination;
- (c) The amount of any compensation payable under paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and the Corporation and in the event of disagreement as may be settled by arbitration pursuant to the Arbitration Act;
- (d) The title to all timber cut on the land by the Corporation in the exercise of its rights hereunder shall vest in the Corporation;
- (e) This Agreement shall be construed as running with the land, that no part of the fee of the soil shall pass to or be vested in the Corporation under or by these presents and that the Owner may fully use and enjoy the land subject only to the rights and restrictions herein provided;
- (f) The expressions "Owner" and "Corporation" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits; and
- (g) Wherever the singular and masculine are used in this Agreement they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the Owner has caused these presents to be executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by the Owner in the presence of: )

*C. B. Blakely*  
*Box 1046 Nelson BC*  
*Land Representative*  
*As for the four signatures*

*Ivor Hannus*  
Ivor Hannus

*Dorothy Beatrice Connolly*  
Dorothy Beatrice Connolly

*Ewart Orr Connolly*  
Ewart Orr Connolly

*Terrence Gerald Connolly*  
Terrence Gerald Connolly

## SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in Prince George Assessment District, Province of British Columbia, and more particularly known and described as The North-east Quarter ( $\frac{1}{4}$ ) of District Lot One Thousand Five Hundred and Seven (1507), Cariboo District.

## CONSENT

the holder of a registered  
in the Land Registry Office, under charge Number  
hereby approves of, joins in and consents to the foregoing grant of  
easement and to its registration in the Land Registry Office with  
priority over the registration of the said

FOR MAKER

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ in the Province of British Columbia personally known to me, appeared before me and acknowledged to me that person \_\_\_\_\_ mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part \_\_\_\_\_, that \_\_\_\_\_ know the contents thereof, and that \_\_\_\_\_ executed the same voluntarily, and \_\_\_\_\_ of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, one thousand nine hundred and sixty-

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

Dated

29080 K

19 63.

Land Division  
British Columbia Hydro and  
Power Authority  
970 Burrard Street  
Vancouver 1, B. C.

R I G H T O F W A Y

BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY

and

IVOR HANNUS  
DOROTHY BEATRICE CONNOLLY  
EMART ORR CONNOLLY  
TERRENCE GERALD CONNOLLY

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA )  
TO WIT )

I, *Edward Burns Blakey*, of the *City of Vernon*

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by *Ivor Hannus, Dorothy Beatrice Connolly, Emart Orr Connolly and Terrence Gerald Connolly* the part *IES* thereto, for the purposes named therein.
2. The said instrument was executed at *Noron and Stoner BC.*
3. I know the said part *IES*, and that *They* are of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at *Gunned* )  
in the Province of British Columbia )  
this *11* day of *October* 19*63* )  
*G. G. Proddy*  
*Judge of Peace*

*E. B. Blakey*

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