



## Spagnuolo LLP

*Real Estate Lawyers*

### Explanation of Statutory Right of Way Registration Number PM20109

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 “utility right of way”. It allows BC Hydro and Telus to use the lands to install and maintain underground conduits, lines & pipes, underground cables, above or below ground transformers, and related works (for distribution of electricity and/or communications). The companies may clear the area within 3m of their works from obstructions. The owner shall not place or maintain any building, structure, foundation, or other obstruction on the right of way (that might interfere with the works), 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).

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LAND TITLE OFFICE  
PRINCE GEORGE/PRINCE RUPERT

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LAND TITLE OFFICE  
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PM020109

**Land Title Act**  
**FORM C**  
(Section 219.81)  
Province of British Columbia

**GENERAL INSTRUMENT - PART 1**

(This area for Land Title Office Use)

Page 1 of 6 pages

1. **APPLICATION:**  
Howard Coulter, Agent for  
BC TEL and B.C. Hydro and Power Authority,  
15 - 3777 Kingway, Burnaby BC V5H 3Z7  
Client #10869  
File: 19114

**NORTHERN REGISTRY SERVICES**  
PH: 1-800-292-8388  
Howard Coulter, Agent  
Telephone: (604) 432-3797  
J51166

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:**  
015-120-074 The North East 1/4 of District Lot 1507 Cariboo District

3. **NATURE OF INTEREST:**

Description	Document Reference	Person Entitled to Interest
A Statutory Right of Way for BC TEL	Entire Instrument	Transferee (BC TEL)
A Statutory Right of Way for B.C. Hydro	Entire Instrument	Transferee (B.C. Hydro)

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):**  
DELBERT REGINALD MAYHEW, CLINTON ALAN MAYHEW AND CLIFFORD ALAN MAYHEW, all of  
RR #7 Kolling Road, Prince George BC V2N 2J5

6. **TRANSFEE(S):** (Including postal address(es) and postal code(s))  
BC TEL, (Extra Provincial No. 1801A) 01 98/05/19 12:25:49 01 PG 1286.00  
3777 Kingsway, Burnaby, B. C., V5H 3Z7 CHARGE \$110.00  
(As to one Statutory Right of Way)

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,  
333 Dunsmuir Street, Vancouver, B. C., V6B 5R3  
(As to one Statutory Right of Way)

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  
Y M D

*Mary A. McMurtrie* 98 04 22

Party(ies) Signature(s)

*Delbert Reginald Mayhew*  
DELBERT REGINALD MAYHEW

MARY A. McMURTRIE  
13500 MCMURTRIE RD. 998-4555  
BOX 262 HIXON, B.C. V0K 1S0  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA  
Notary Public

A. PETER HERTZBERG  
Barrister & Solicitor  
No. 4 CHURCH STREET  
NANAIMO, B.C. V9R 5H4  
Telephone: (604) 753-0844

*Clinton Alan Mayhew*  
CLINTON ALAN MAYHEW

*Clifford Alan Mayhew*  
CLIFFORD ALAN MAYHEW

(As to all both signatures) of CLIFFORD ALAN MAYHEW

1998-04-09

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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.

File No.: 19114 PC: 04 Date: February 26, 1998  
Doc type: Tripartite Agreement/BOHD w/dwg

## Terms of Instrument - Part 2

**STATUTORY RIGHT OF WAY AGREEMENT****BACKGROUND:**

- A. Each of BC TEL and B.C. Hydro wishes to obtain from the Owner a statutory right of way for certain rights on, over and under the Land.
- B. The Owner has agreed to grant each of BC TEL and B.C. Hydro a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of each of BC TEL and B.C. Hydro.

**AGREEMENTS:**

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, including the sum of One Hundred (\$100.00) dollars, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

**DEFINITIONS**

1. In this Agreement:

"BC TEL" means the Transferee BC TEL, as described in Form C - Part 1 (Item 6) attached, and all persons, natural or otherwise authorized by BC TEL.

"B.C. Hydro" means the Transferee British Columbia Hydro and Power Authority, as described in Form C - Part 1 (Item 6) attached, and all persons, natural or otherwise, and Crown representatives authorized by B.C. Hydro.

"Centre Line" means the centre of the alignment of the Works (a visual sight line, generally but not always, connecting poles in a linear pattern).

"Land" means the Land described in "Parcel Identifier and Legal Description of Land", in Form C - Part 1 (Item 2) attached.

"Owner" means the registered owner of the Land or the person entitled to become the registered owner of the Land and holder(s) of a registered lease and Right to Purchase Holder(s) as described in Form C - Part 1 (Item 5 - Transferor(s)) attached.

"Works" as it relates to the rights and responsibilities of BC TEL means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, access nodes and lines and cables, all ancillary appliances and fittings, and related works.

"Works" as it relates to the rights and responsibilities of B.C. Hydro means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, including: poles, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, access nodes and lines and cables, all ancillary appliances and fittings, and related works.

**GRANT OF STATUTORY RIGHT OF WAY**

2. **The OWNER GRANTS separately to each of BC TEL and B. C. Hydro, FOREVER, the full and free right, liberty and statutory right of way to:**
- (a) excavate for, construct, install, abandon, erect, replace, upgrade, operate, maintain, remove and repair the Works on, through, over or across the Land.
  - (b) clear that part of the Land located within 6 metres of either side of the Centre Line ("the Adjacent Area") and to keep it cleared (including trimming or removal) of any trees or growth at any time located therein.
  - (c) enter, work, pass and repass upon, on, and along the Adjacent Area.
  - (d) have reasonable unobstructed access over the Land to and from the Adjacent Area for all purposes relating to the Works.
  - (e) clear the Adjacent Area and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the opinion of BC TEL or B. C. Hydro might:
    - (i) interfere with the exercise of their respective rights, or
    - (ii) create or increase any danger or hazard to persons or to the Works.
  - (f) cut or trim away trees on the Land that in the opinion of BC TEL or B.C. Hydro might create or increase any danger or hazard to the Works or to persons.
  - (g) do all things necessary or incidental to the undertakings of either of BC TEL and B.C. Hydro in connection with the above.

**COVENANTS OF BC TEL AND B.C. HYDRO**

3. (a) BC TEL covenants with the Owner that it will compensate the Owner for any damage caused by BC TEL to any structures, buildings or improvements outside the Adjacent Area, or to any crops or merchantable timber anywhere on the Land, provided that the damage is not due to any breach of the terms of this agreement or negligence on the part of the Owner or B.C. Hydro.
- (b) B.C. Hydro covenants with the Owner that it will compensate the Owner for any damage caused by B.C. Hydro to any structures, buildings or improvements outside the Adjacent Area, or to any crops or merchantable timber anywhere on the Land, provided that the damage is not due to any breach of the terms of this agreement or negligence on the part of the Owner or BC TEL.
4. BC TEL and B.C. Hydro each covenant separately with the Owner:
- (a) That if either BC TEL or B.C. Hydro cuts or damages merchantable timber anywhere on the land in the exercise of any of their respective rights under this agreement, then the party having cut the timber will pay any compensation payable to the Owner accordingly.
  - (b) To take reasonable steps not to interfere unduly with the drainage of the Land in the exercise of their respective rights.
  - (c) Not to place Works anywhere upon or within the Land, under the terms of this agreement, other than within that portion of the Land as shown approximately in heavy black outline on the attached copy of Drawing No. 19114, unless permission has been provided by the Owner, which permission will not be unreasonably withheld or delayed.

**OWNER'S COVENANTS**

5. The Owner covenants with each of BC TEL and B.C. Hydro that, unless BC TEL and B.C. Hydro both provide prior written permission (which permission may be provided subject to terms and conditions), the Owner will not:
- (a) Diminish or increase the ground elevation in the Adjacent Area, including without limitation, pile any material or create any excavation, drain or ditch.
  - (b) Carry out blasting or logging operations on or near any portion of the Adjacent Area.
  - (c) Make, place, erect, operate, use, maintain or permit any obstruction, structure, building, foundation, improvement on, under or over the Adjacent Area.
  - (d) Notwithstanding the generality of the foregoing, do or knowingly permit to be done, any act or thing which, in the opinion of BC TEL or B.C. Hydro, in any way whatsoever might:
    - (i) interfere with the exercise of any rights granted, including without limitation, impair the operating efficiency of the Works or endanger any part thereof.
    - (ii) obstruct access by either or both of BC TEL and B.C. Hydro to the Works or to any part thereof.
    - (iii) by its operation, use, maintenance or existence on, under or over the Adjacent Area, create or increase any danger or hazard to persons or to property.

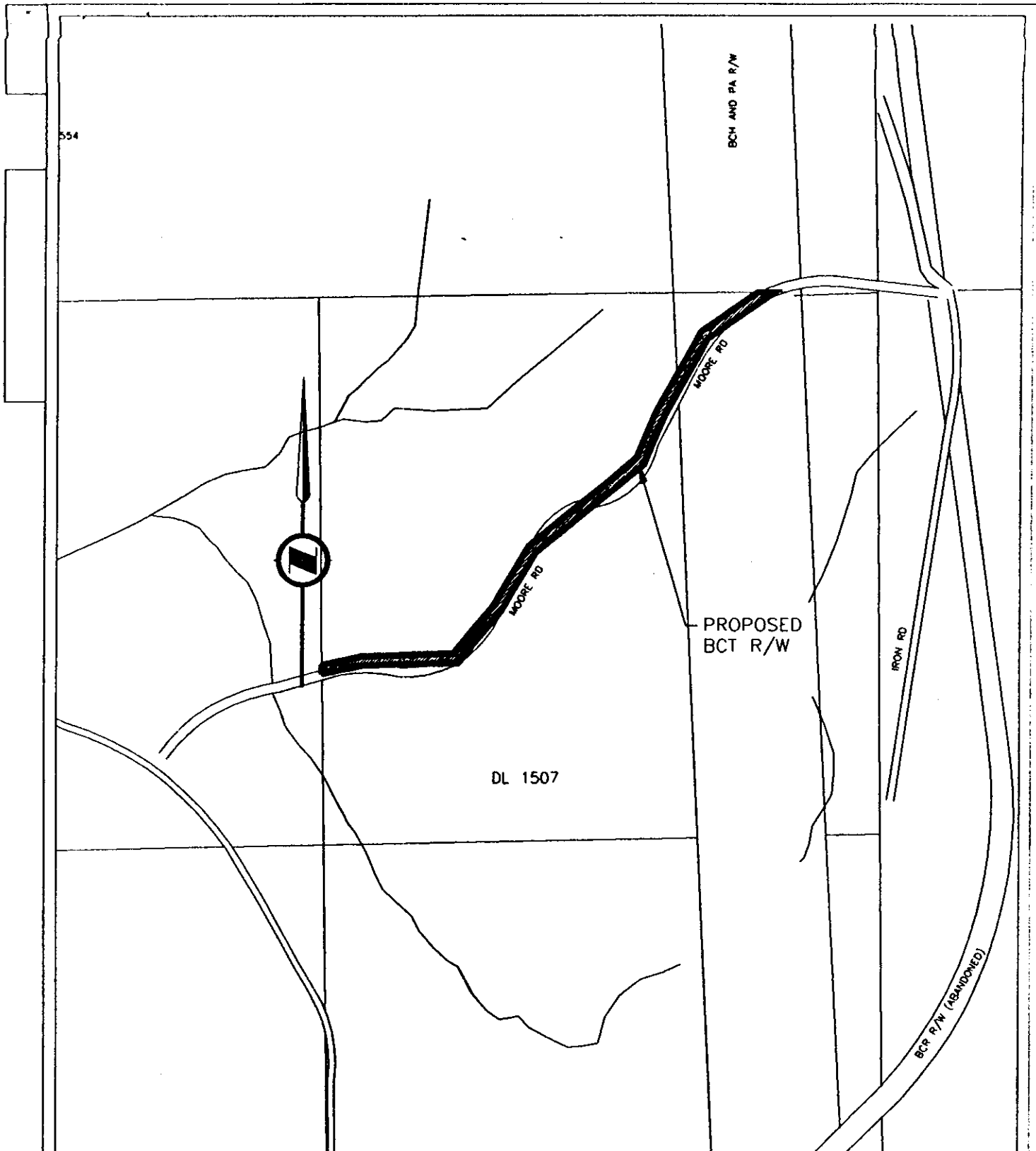
**MUTUAL COVENANTS**

6. The Owner, BC TEL and B.C. Hydro mutually covenant and agree among them that:
- (a) Where either BC TEL or B.C. Hydro damages any structures, buildings or improvements outside the Adjacent Area, or any crops or merchantable timber anywhere on the Land, then the party that did the damage may, at its option, repair such thing as closely as is practicable to its condition immediately prior to the damage, instead of paying compensation for such damage as described in paragraphs 3(a) or 3(b).
  - (b) If the Owner and whichever of BC TEL and B.C. Hydro that did the damage cannot agree on the amount of compensation to be paid under paragraphs 3(a) or 3(b), then the matter may be settled by arbitration by a single arbitrator under the Commercial Arbitration Act, but no compensation is payable for any matter for which either BC TEL or B.C. Hydro has already paid compensation or exercised its option to repair under paragraph 6(a).
  - (c) The title to all timber cut on the Land by BC TEL or by B.C. Hydro, in the exercise of their respective rights under this agreement, will vest respectively in BC TEL or B.C. Hydro, and the party to which the rights vest will pay all royalties, scaling fees and other charges which may be levied by the Crown against such timber.
  - (d) Nothing in this agreement will in any way abrogate from or affect any rights, powers or privileges, including any powers of expropriation which BC TEL or B.C. Hydro may have under any provincial or federal legislation or under any other agreements registered against title to the Land.
  - (e) Failure to enforce any covenant or restriction contained in this agreement for a breach or violation of any covenant or right contained in this agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies.

- (f) To be effective and binding between the parties a waiver must:
  - (i) be in writing; and
  - (ii) specifically identify the affected party.
- (g) A waiver only relates to a particular violation or breach and does not extend to any further or subsequent breach or violation, notwithstanding any rule of law or equity.
- (h) The Works installed will remain the property of BC TEL or B.C. Hydro, in accordance with their respective interests, and will not become the property of the Owner, nor will the Owner have any interest in the Works, except as set out in paragraph 6(i) below.
- (i) If either BC TEL or B.C. Hydro no longer requires its Works, then each of BC TEL and B.C. Hydro will have a separate option to abandon its Works, or any part thereof, and upon registration of a release of the rights granted under this agreement, any abandoned Works will become the property of the Owner.
- (j) Neither BC TEL nor B.C. Hydro will be responsible for covenants breached by the other.
- (k) The rights granted herein separately, one to BC TEL and one to B.C. Hydro, are two separate grants and are for all purposes to be considered separate of one another and the invalidity or unenforceability of one grant will not in any way affect the other grant.
- (l) The separate rights granted as set forth in paragraph 2 above are equal and one will not rank before the other.

#### **GENERAL**

- 7. In this agreement:
  - (i) The terms "Owner", "BC TEL" and "B.C. Hydro" include their respective heirs, executors, administrators, successors and assigns.
  - (ii) Where the expression "Owner" includes more than one person, all covenants and agreements by the Owner will be read and understood as being joint and several.
  - (iii) Use of the singular or masculine means the plural or the feminine or body corporate where appropriate or where the parties require.
- 8. This agreement will run with the Land and will bind all present and subsequent owners of the Land including their heirs, executors, administrators, successors, and assigns.
- 9. In accordance with section 219.81 of the Land Title Act, these Terms of Instrument - Part 2 and the General Instrument - Part 1 to which they are attached form a single instrument.



ENG: W. KIEFER	PH: 565-3620
W.O. 706036	DR: SD
DATE: 980313	CH:
SCALE: NTS	
ASSOC DRG.	

**FILE 19114  
REDROCK  
S-023**

1 OF 1

REF.:

**BCTEL** PRINCE GEORGE

**A4**

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