

TITLE SEARCH PRINT

2024-06-10, 13:20:14

File Reference:

Requestor: Rod McLennan

Declared Value \$31100

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District PRINCE GEORGE
Land Title Office PRINCE GEORGE

Title Number CA5113487
From Title Number CA3992615

Application Received 2016-04-15

Application Entered 2016-04-27

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

5645 MOORE ROAD
PRINCE GEORGE, BC
V2N 5Z5
AS TO AN UNDIVIDED 1/3 INTEREST

Registered Owner/Mailing Address:

5575 MOORE ROAD
PRINCE GEORGE, BC
V2N 5Z5
AS TO AN UNDIVIDED 2/3 INTEREST AS JOINT TENANTS

Taxation Authority Prince George Assessment Authority

Description of Land

Parcel Identifier: 015-120-074

Legal Description:
THE NORTH EAST 1/4 OF DISTRICT LOT 1507 CARIBOO DISTRICT

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608

Charges, Liens and Interests

Nature: RIGHT OF WAY
Registration Number: 29080K
Registration Date and Time: 1963-10-16 14:34
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

TITLE SEARCH PRINT

2024-06-10, 13:20:14
Requestor: Rod McLennan

File Reference:

Declared Value \$31100

Nature: STATUTORY RIGHT OF WAY
Registration Number: PM20109
Registration Date and Time: 1998-05-19 12:24
Registered Owner: BC TEL
INCORPORATION NO. #A-1801

Nature: STATUTORY RIGHT OF WAY
Registration Number: PM20110
Registration Date and Time: 1998-05-19 12:24
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



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.

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realestate@spagslaw.ca

www.terrafirmareview.com
info@terrafirmareview.com



LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

RECEIVED
LAND REGISTRY OFFICE
KAMLOOPS *AL*

63 0 16 14 34 35

Date 15th October, 1963

I, John William Seddon, solemnly declare
that I am [or Solicitor for ~~the duly authorized agent~~] British Columbia Hydro
and Power Authority and that ~~he~~ it 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.

~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~

(Adapt to suit circumstances.)

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

~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~

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

DESCRIPTION OF LAND

22105K. RP.

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
Prince George Assessment District.	The North-East Quarter of District Lot 1507, Cariboo District.	

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
9th October, 1963.	Ivor Hannus Dorothy Beatrice Connolly Ewert Orr Connolly Terrence Gerald Connolly - and - British Columbia Hydro and Power Authority	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.
John Seddon (Signature)
970 Burrard Street, Vancouver 1, B.C. (Full post-office address)
For mailing notices and documents.

* 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 9th 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 4th day of
 11, 1963, on
 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 *Heron 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 *Gunnep*)
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.~~



Spagnuolo & Company Real Estate Lawyers



Explanation of Notation re: Agricultural Land

This is a notation re: Agricultural Land Reserve. 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”, which means the charge will remain on title following registration of any transfer.

The notice indicates that the Lands may be affected by the *Agricultural Land Commission Act*. If a potential buyer is concerned that the lands may be part of the ALR, they can visit the Agricultural Land Commission website <http://www.alc.gov.bc.ca/alc/content/home> and click on the tab “See if your property is in the ALR”. It will take you to a map which will confirm if the parcel is part of the ALR when you enter the address.

The ALR is a provincial land-use zone in which agriculture is recognized as the priority use. It is the biophysical resource base that supports farm and ranch activities in the province. Farming/ranching of ALR land is encouraged and non-agricultural uses are regulated. If you wish to subdivide, use your land for non-farm purposes or exclude it altogether from the ALR, you must submit an application to the Agricultural Land Commission (ALC) and obtain its approval.

Anyone purchasing or owning land in the ALR for non-agricultural purposes or strictly rural residential use, should be aware that the business of agriculture is the primary land use and normal farm/ranch practices are protected. For example, that means the noise, dust and odours that may arise from agricultural businesses are to be expected. The *Farm Practices Protection (Right to Farm) Act* enables the pursuit and continuation of normal farm/ranch practices, despite complaints from neighbours.

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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.

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12 24 PM020110
LAND TITLE OFFICE
PRINCE GEORGE/PRINCE RUPERT

98 MAY 19 12 24
LAND TITLE OFFICE
PRINCE GEORGE/PRINCE RUPERT

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:	Document Reference	Person Entitled to Interest
Description 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. **TRANSFeree(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.

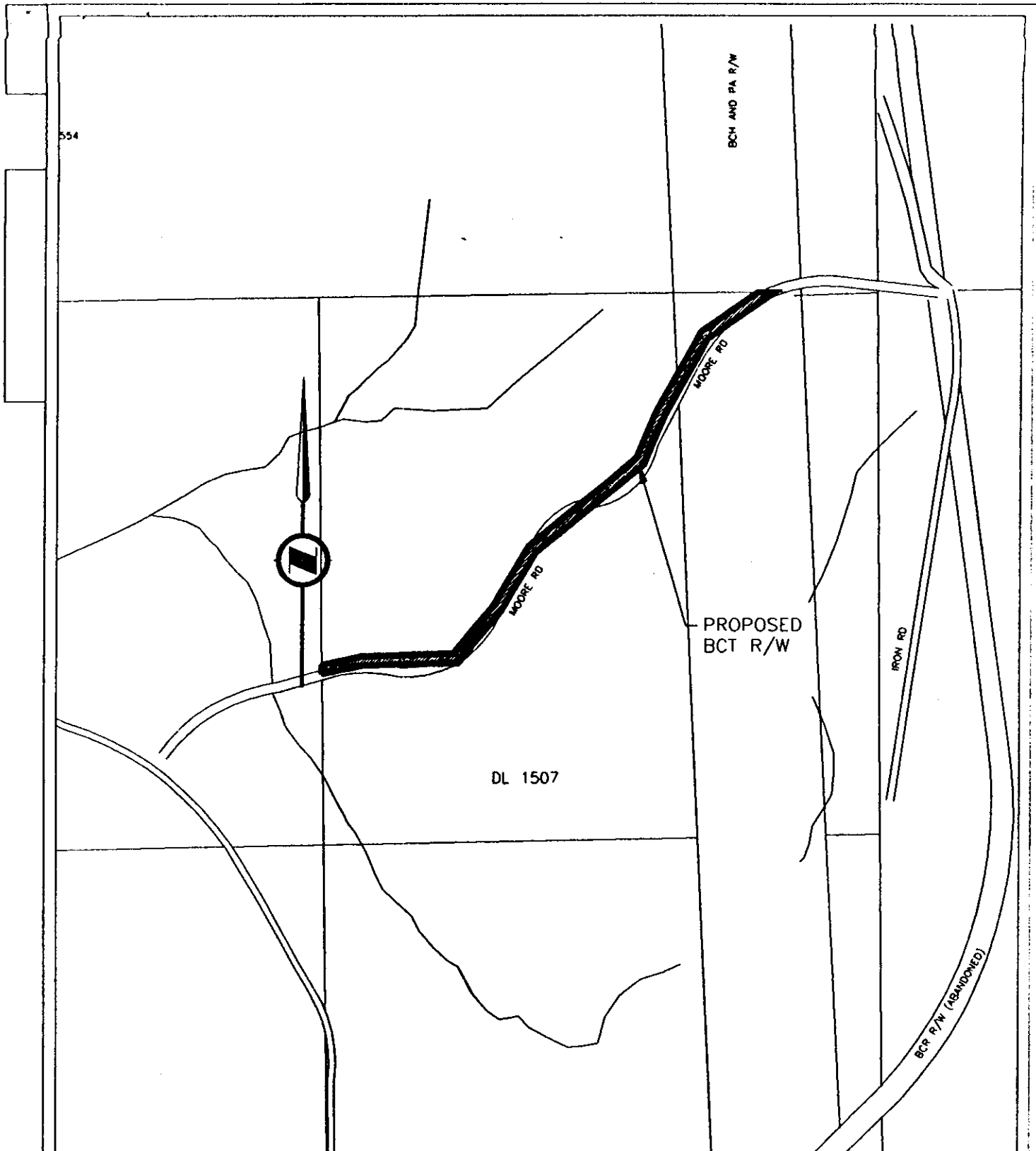
MUTUAL COVENANTS

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.	

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