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Land Title Act
FORM C
(Section 233)
Province of British Columbia

2 C

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 11 pages

1. APPLICATION:

Sheila Fox, Agent for
B.C. Hydro and Power Authority and TELUS
8th Floor, 333 Dunsmuir Street
Vancouver, B.C., V6B 5R3

Linda Kowolshi
Telephone: (604) 623-3996

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

024-619-124 Lot 1, DL 282, Alberni District, Plan VIP69719
024-619-221 Lot 1, DL 283, Alberni District, Plan VIP69720

3. NATURE OF INTEREST:

Description
Statutory Right of Way for B.C. Hydro
Statutory Right of Way for TELUS

Document Reference
Entire Instrument
Entire Instrument

Person Entitled to Interest
Transferee (B.C. Hydro)
Transferee (TELUS)

4. TERMS:

PART 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- 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): PACIFIC FOREST PRODUCTS LIMITED, (Inc. No. 555732)

6. TRANSFEREE(S): (Including postal address(es) and postal code(s))
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
333 Dunsmuir Street, Vancouver, BC V6B 5R3
(As to one Statutory Right of Way)

TELUS COMMUNICATIONS INC., (Extra Provincial No. A55547)
3777 Kingsway, Burnaby, BC V5H 3Z7
(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)

[Signature]
CRAIG SHIRREFF
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
604-643-5955

Execution Date

Y M D
02 02 08

Party(ies) Signature(s)

PACIFIC FOREST PRODUCTS LIMITED
by its authorized signatory:
[Signature]
Gary Cowan

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

File No.: 505-1602.0(54)-3

Originator: SF/lmk

Date: Revised 01 12 078

Doc type: Tripartite Agreement/BOHD w/DWG

8881.L3 HPAG140

Terms of Instrument - Part 2

STATUTORY RIGHT OF WAY AGREEMENT

BACKGROUND:

- A. Each of B.C. Hydro and TELUS 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 B.C. Hydro and TELUS 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 B.C. Hydro and TELUS.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

DEFINITIONS

1. In this Agreement:

"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.

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

"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 as described in Form C - Part 1 (Item 5 - Transferor(s)) attached.

"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 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 TELUS 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.

GRANT OF STATUTORY RIGHT OF WAY

2. The OWNER GRANTS separately to each of B.C. Hydro and TELUS, FOREVER, the full and free right, liberty and statutory right of way for a term of 17 years and two months, commencing January 1, 2002, 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 B.C. Hydro or TELUS 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 B.C. Hydro or TELUS 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 B.C. Hydro and TELUS in connection with the above.

COVENANTS OF B.C. HYDRO AND TELUS

3. (a) 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 TELUS.
- (b) TELUS covenants with the Owner that it will compensate the Owner for any damage caused by TELUS 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.
4. B.C. Hydro and TELUS each covenant separately with the Owner:
- (a) That if either B.C. Hydro or TELUS 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 those portions of the Land as shown approximately in heavy black outline on the attached copies of Drawing numbered 505(54)-3, 3A, 3B, 3C and 3D, unless permission has been provided by the Owner, which permission will not be unreasonably withheld or delayed.
- (d) To pay all taxes levied upon or in respect of the Works or charged upon B.C. Hydro or TELUS.
- (e) To give the Owner notice of its entry onto the Land except that no notice is required in emergency situations.
- (f) That all work that they are entitled to do under this Agreement will be done in accordance with all applicable laws, including without limitation, the Forestry Act, the Forest Fire Prevention and Suppression Regulation and the Water Act of British Columbia.
- (g) Each of B.C. Hydro and TELUS separately covenants and agrees to indemnify the Owner against any and all liability incurred by the Owner out of any claim, demand or action made by, brought by, or accruing to any person for injury or harm to persons or property (including injury or harm to employees or property of B.C. Hydro and TELUS) caused by the negligence or willful act of B.C. Hydro or TELUS as the case may be, in the exercise of the rights conferred on B.C. Hydro or TELUS under this Agreement, on the condition that the Owner will resist that claim, demand or action if required and to the extent required by B.C. Hydro or TELUS. B.C. Hydro or TELUS as the case may be will reimburse the Owner for all reasonable and necessary costs incurred by the Owner in resisting that claim, demand or action. Notwithstanding the foregoing, the Owner agrees that neither B.C. Hydro nor TELUS will indemnify or reimburse the Owner in respect of any claim, demand, or action for injury or harm to persons or property caused by the negligence or willful act of the Owner, its agents, employees or contractors or any costs relating thereto. For the purposes of clarification, the Owner, B.C. Hydro and TELUS agree that neither B.C. Hydro nor TELUS will be obligated to indemnify the Owner, in respect of claims, demands, causes of actions, or liabilities arising out of, or in connection with, the negligence or willful act of the other.

OWNER'S COVENANTS

5. The Owner covenants with each of B.C. Hydro and TELUS that, unless B.C. Hydro and TELUS 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 B.C. Hydro or TELUS, 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 B.C. Hydro and TELUS 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, B.C. Hydro and TELUS mutually covenant and agree among them that:
- (a) Where either B.C. Hydro or TELUS 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 B.C. Hydro and TELUS 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 B.C. Hydro or TELUS 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 B.C. Hydro or by TELUS will vest in the Owner and the Owner will pay all royalties, scaling fees and other charges which may be levied by the Crown against such timber. Neither B.C. Hydro or TELUS will be obliged to compensate the Owner for the cut timber.
 - (d) The Owner shall not be under any obligation to maintain or repair, or keep clear of snow, any of its private roads on the Land.
 - (e) Nothing in this Agreement will in any way abrogate from or affect any rights, powers or privileges, including any powers of expropriation which B.C. Hydro or TELUS may have under any provincial or federal legislation or under any other agreements registered against title to the Land.
 - (f) 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.
 - (g) To be effective and binding between the parties a waiver must:
 - (i) be in writing; and
 - (ii) specifically identify the affected party.
 - (h) 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.
 - (i) The Works installed will remain the property of B.C. Hydro or TELUS, 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(j) below.
 - (j) If either B.C. Hydro or TELUS no longer requires its Works, then each of B.C. Hydro and TELUS 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.

- (k) Neither B.C. Hydro nor TELUS will be responsible for covenants breached by the other.
- (l) The rights granted herein separately, one to B.C. Hydro and one to TELUS, 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.
- (m) The separate rights granted as set forth in paragraph 2 above are equal and one will not rank before the other.

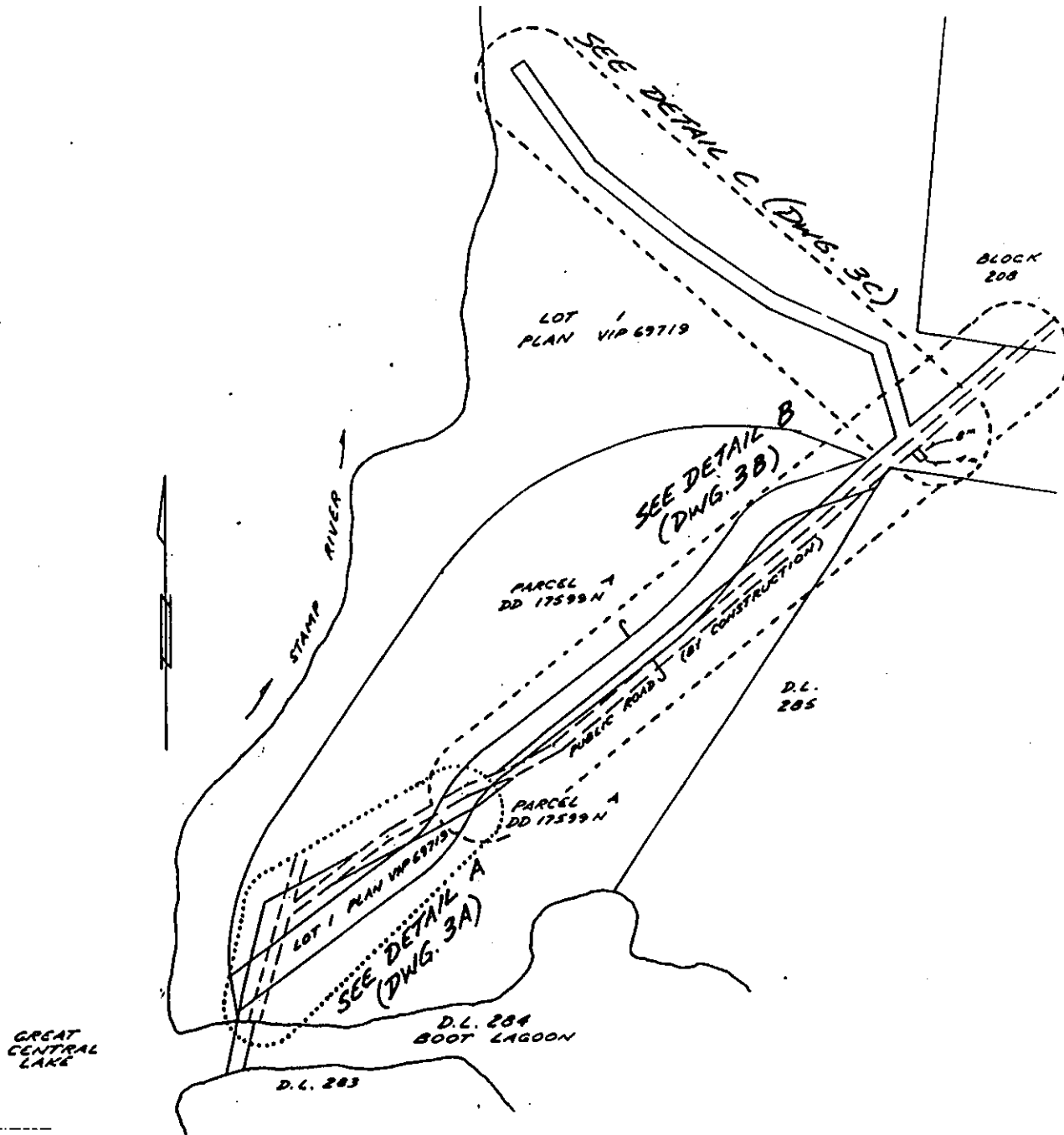
GENERAL

7. In this Agreement:

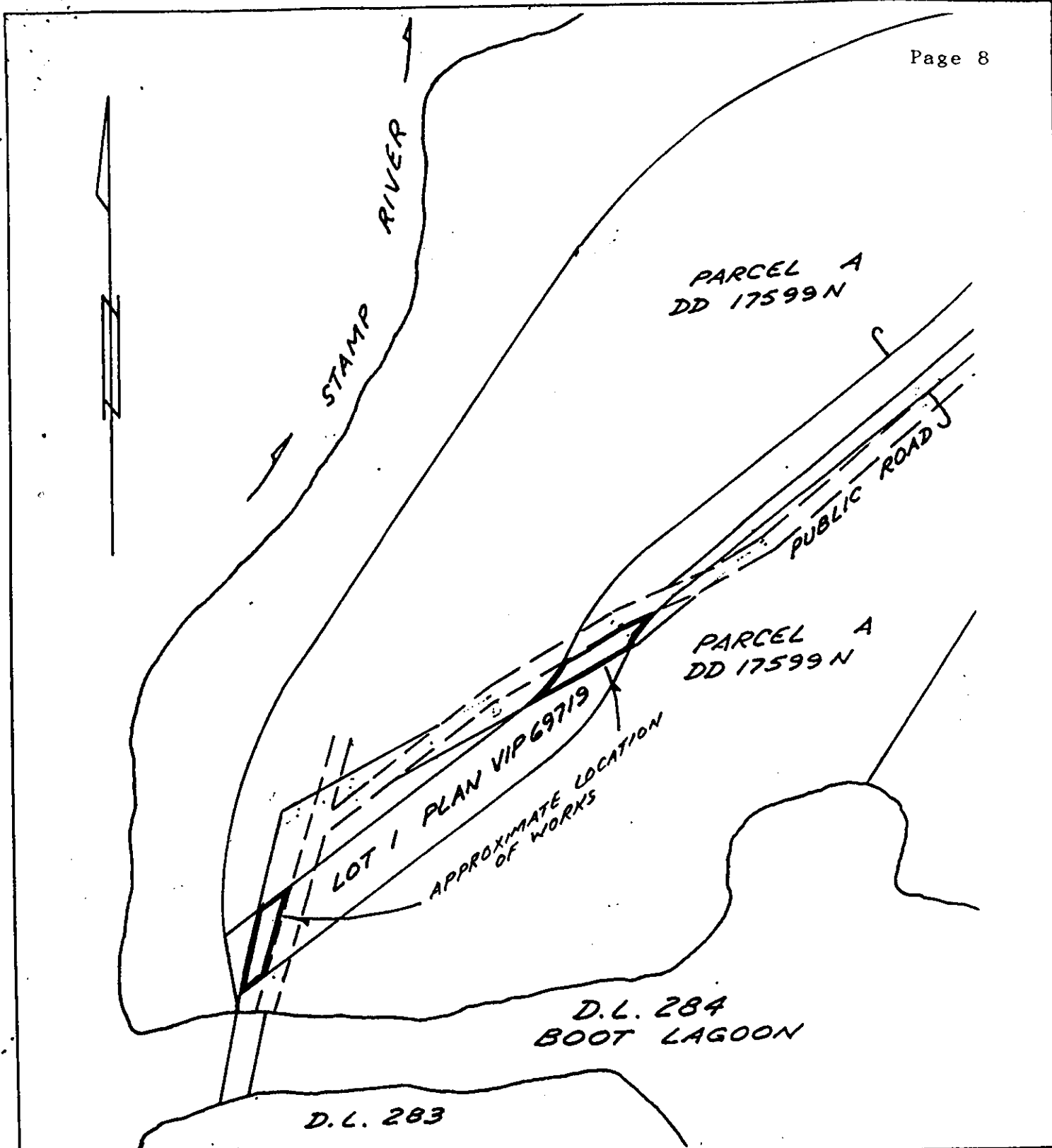
- (i) The terms "Owner", "B.C. Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
- (ii) Where the expression "Owner" includes more than one person, all covenants and agreements by the Owner will be read and understood as being joint and several.
- (iii) 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 233 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.



BRITISH COLUMBIA HYDRO AND POWER AUTHORITY				B.C. HYDRO & POWER AUTHORITY PORT ALBERNI POWER DISTRICT SKETCH PLAN OF RIGHT OF WAY THROUGH PARTS OF LOT 1, DISTRICT LOT 282 ALBERNI DISTRICT, PLAN VIP 69719 SHEET <u>1</u> OF <u>4</u> DWG. No. <u>505(54) 3</u> R.				
DES.		DATE					APPROVALS	
DES. CH.								DATE
DR.								
DR. CH.								
SCALE: 1:4000		MICROFILMED						



BRITISH COLUMBIA HYDRO AND POWER AUTHORITY					LOT 1, DISTRICT LOT 282 ALBERNI DISTRICT, PLAN VIP. 69719	
DES.		DATE		APPROVALS		DETAIL 'A'
DES. CH.					DATE	
DR.						
DR. CH.						
SCALE: 1:2000		MICROFILMED		SHEET OF 2/4		DWG. NO. 505(54)3A
						R.

BCH 11216

Page 9

BLOCK
208

STAMP RIVER

LOT
PLAN VIP 69719

PARCEL A
DD 17599 N

APPROXIMATE
LOCATION
OF WORKS

PUBLIC ROAD J
(BY CONSTRUCTION)

D.L.
285

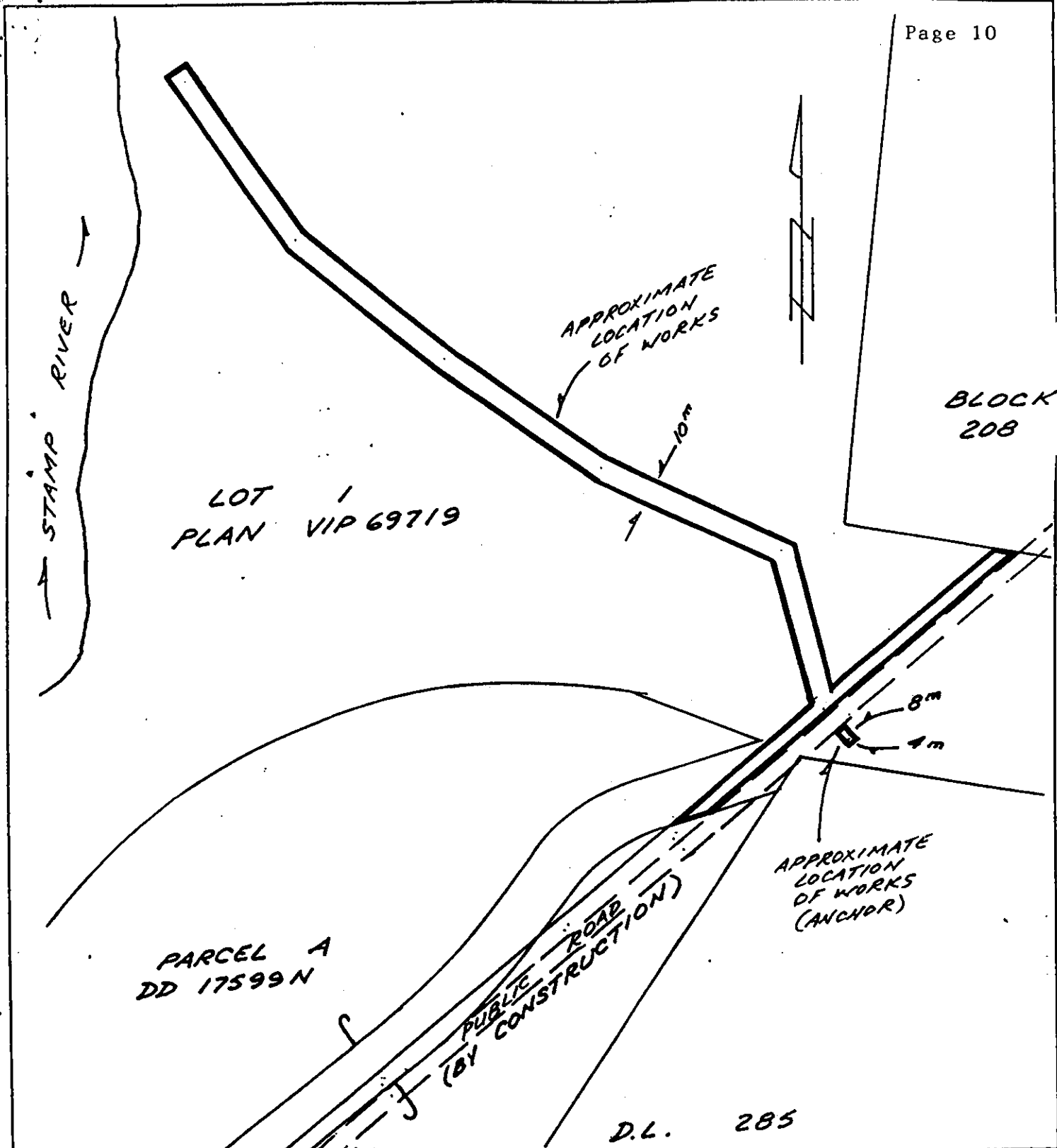
PARCEL A
DD 17599 N

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

DES.		DATE	APPROVALS		
DES. CH.					DATE
DR.					
DR. CH.					
SCALE: 1:2000		MICROFILMED			

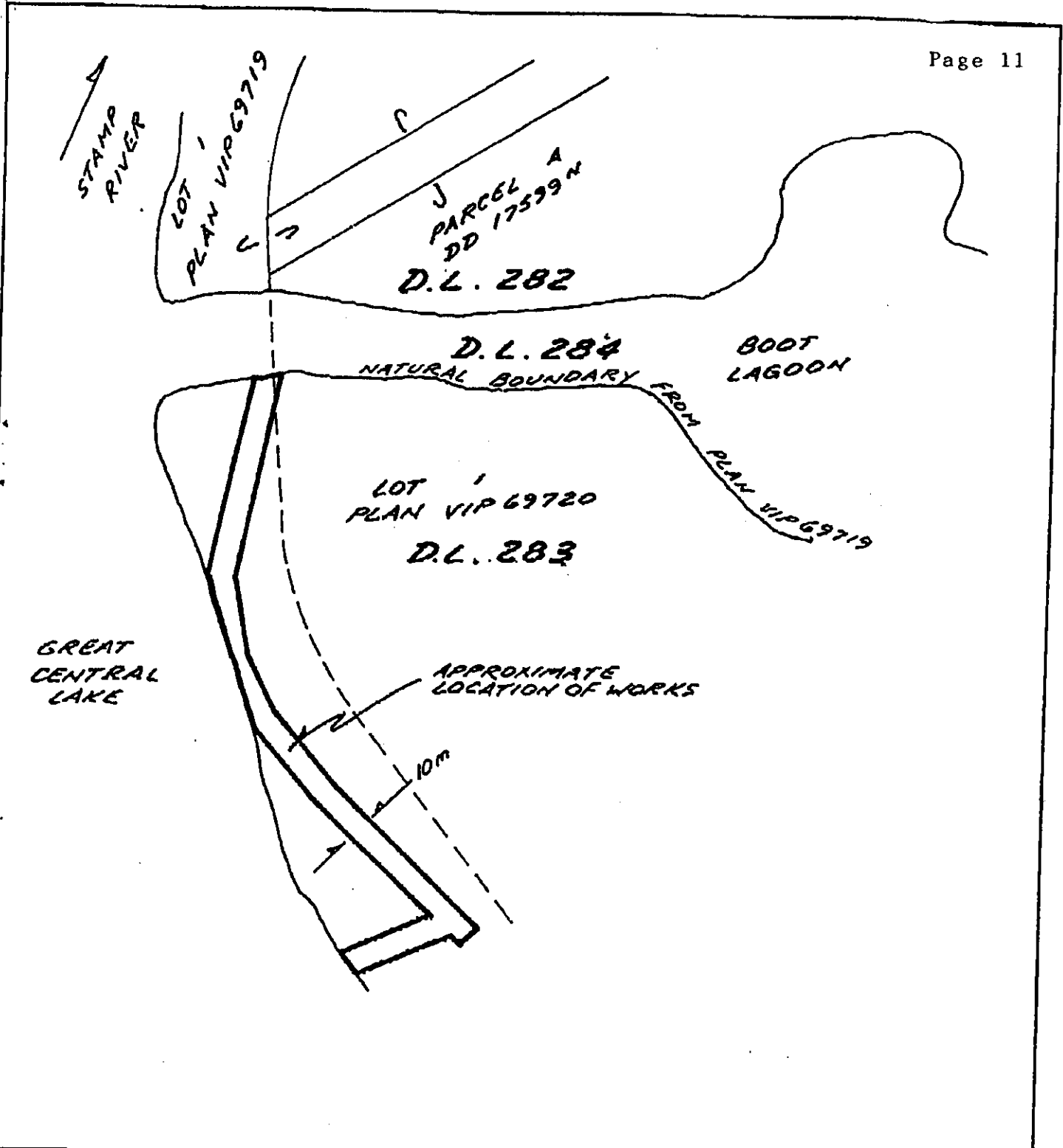
LOT 1, DISTRICT LOT 282
ALBERNI DISTRICT
PLAN VIP 69719
DETAIL 'B'

SHEET 3 OF 9 DWG. No. 505-(54)38 R.



BRITISH COLUMBIA HYDRO AND POWER AUTHORITY				LOT 1, DISTRICT LOT 282 ALBERNI DISTRICT, PLAN VIP 69719	
DES.	DATE	APPROVALS		DATE	
DES. CH.					
DR.					
DR. CH.					
SCALE: 1:2000	NICROFILMED	END OF	DOCUMENT	SHEET 4 OF 4	DWG. NO. 505 (SA) 3C

DETAIL 'C'



BRITISH COLUMBIA HYDRO AND POWER AUTHORITY				B.C. HYDRO & POWER AUTH.	
DES.		DATE		APPROVALS	
DES. CH.					DATE
DR.					
DR. CH.					
SCALE: 1:2000		MICROFILMED		SHEET OF	
				DWG. No. 505(54)30 R.	

SKETCH PLAN OF RIGHT OF WAY THROUGH PART OF LOT 1 DISTRICT LOT 283 ALBERNI DISTRICT PLAN VIP 69720.

END OF DOCUMENT