

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

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

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 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.

TERMS OF INSTRUMENT -- PART 2

STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

- A. "Owner" means the party(ies) described as Transferor(s) in Form C - Part 1, item 5 hereto.
- B. "FortisBC Energy" means the party described as Transferee(s) in Form C - Part 1, item 6 hereto.
- C. "Land" means the land described in Form C - Part 1, item 2 hereto.
- D. The Owner is the registered owner or is entitled to become the registered owner of the Land.
- E. It is necessary for the operation and maintenance of FortisBC Energy's undertaking to obtain a statutory right of way through, under and across the Land.
- F. The Owner has agreed to grant to FortisBC Energy a statutory right of way on the terms contained herein.

WITNESSES THAT:

1. GRANT OF RIGHTS TO FORTISBC ENERGY

The Owner, in consideration of the sum of One Dollar (\$1.00) of the lawful money of Canada now paid by FortisBC Energy to the Owner (the receipt and sufficiency of which are hereby acknowledged), grants to FortisBC Energy, for so long as FortisBC Energy shall require it, a full, free and uninterrupted statutory right of way over the Land, for FortisBC Energy, its employees, contractors, agents, invitees and licensees at all times hereafter:

- (a) To excavate for, install, construct, operate, maintain, repair, abandon, remove and replace one or more underground pipelines of any kind or dimension on the Land with any aboveground or underground valves, structures, meters and other appliances and fittings, and devices for controlling corrosion, all for use in connection with such pipeline(s), for the distribution of gas (the "Works");
- (b) To keep cleared such portion or portions of the Land being a strip not more than 3.0 metres in width (the "Area of Works") which contains the Works and is approximately delineated in a dashed outline on the sketch plan attached hereto as Schedule "A" and keep it cleared of any trees or other vegetation, buildings, structures, foundations, improvements, or obstructions which, in the opinion of FortisBC Energy, may interfere with any of the rights granted to FortisBC Energy herein;

- (c) To use such portion of the Land adjacent to the Area of Works as may be, from time to time, reasonably required, in the opinion of FortisBC Energy, in connection with the excavation for, installation, construction, operation, maintenance, repair, removal and replacement, of the Works or any part thereof;
- (d) To enter upon and have continual access to the Area of Works over the Land, with or without vehicles, supplies, machinery or equipment, for any of the purposes set out in this paragraph 1;
- (e) Generally to do all acts necessary or incidental to the foregoing or to the business of FortisBC Energy.

2. DUTIES OF THE OWNER

The Owner covenants and agrees with FortisBC Energy:

- (a) Not to do or knowingly permit to be done anything which may, in the opinion of FortisBC Energy, interfere with or injure the Works or impair the operating efficiency of the Works or create any hazard. Such acts include, but are not limited to, the acts referred to in this paragraph 2;
- (b) Not to store or use any inflammable substance or to burn or permit the burning of anything on the Area of Works;
- (c) Not to make, place, erect, operate, use or maintain upon the Area of Works any building, structure, foundation, excavation, well, culvert, swimming pool, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or to plant any vegetation which, in the opinion of FortisBC Energy, may:
 - (i) interfere with or endanger the Works or the installation, construction, operation, maintenance, repair, removal, or replacement of the Works; or
 - (ii) obstruct access by FortisBC Energy's employees, contractors, agents, invitees or licensees to the Works; or
 - (iii) create any hazard by its operation, use, maintenance or existence on the Area of Works;
- (d) Subject to subparagraph 2(c), not to cultivate the Land inside the Area of Works to a depth of more than thirty (30) centimetres; and
- (e) Not to add or remove ground cover over the Works or carry out blasting on or next to the Area of Works without the prior written consent of FortisBC Energy and, if such consent is granted, only in accordance with the written requirements of FortisBC Energy.

3. DUTIES OF FORTISBC ENERGY

FortisBC Energy covenants and agrees with the Owner:

- (a) To pay compensation to the Owner for any damage caused by FortisBC Energy to the Owner's buildings, structures, livestock and vegetation on the Land as a result of FortisBC Energy's exercise of any of its rights under this Agreement (the "Damage"); provided that there is no negligence or wilful misconduct on the part of the Owner;
- (b) To pay all fees and other charges which may be levied by the Crown against any timber that FortisBC Energy cuts on the Land;
- (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the Land by FortisBC Energy in the exercise of any of its rights under this Agreement;
- (d) That it shall, as soon as weather and soil conditions permit and where practicable to do so, bury and maintain any underground Works so the Works do not interfere with the drainage of the Land; and
- (e) Not to install, construct, operate, maintain, repair, abandon, remove or replace any Works on the Land other than those Works located or to be located within the Area of Works as shown on the attached Schedule "A" unless prior written consent of the Owner has first been received by FortisBC Energy. Such consent shall not be unreasonably withheld by the Owner.

4.0 AGREEMENTS BETWEEN THE OWNER AND FORTISBC ENERGY

The Owner and FortisBC Energy covenant and agree that:

- (a) The amount of any compensation for Damage caused by FortisBC Energy and payable under paragraph 3 herein shall be mutually agreed upon between the Owner and FortisBC Energy but failing such agreement, shall be settled by arbitration pursuant to the Commercial Arbitration Act of British Columbia before a single arbitrator. No compensation shall be payable by FortisBC Energy to the Owner for any Damage for which compensation has already been paid;
- (b) FortisBC Energy has ownership of all timber cut on the Land by FortisBC Energy in the exercise of its rights under this Agreement;
- (c) This Agreement shall be construed as running with the Land but no part of the fee of the soil shall pass to FortisBC Energy by this Agreement;
- (d) Subject to subparagraph 4(e) and notwithstanding any rule of law or equity to the contrary, the Works shall remain the property of FortisBC Energy who may remove them in whole or in part;

- (e) If FortisBC Energy abandons the Works, it may, at its option, leave the Works, or any part thereof, and FortisBC Energy shall release the rights granted by this Agreement. Upon the release of the rights granted to FortisBC Energy by this Agreement any abandoned Works shall belong to the Owner;
- (f) The provisions hereof are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby;
- (g) The expressions "Owner" and "FortisBC Energy" shall include, and this Agreement shall enure to the benefit of and be binding upon, the executors, administrators, successors and legal assigns of the Owner and FortisBC Energy;
- (h) Where the expression "Owner" includes more than one person, all of the covenants granted by the Owner in this Agreement shall be construed as being several as well as joint;
- (i) Nothing contained herein shall diminish or otherwise interfere with rights enjoyed by FortisBC Energy by statute or otherwise;
- (j) Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context so requires or the parties so require; and

In witness whereof the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D.

SCHEDULE "A"

BONNY RD

NAZKO RD

LOT 1
PLAN 20912

CENTENNIAL RD

7.3m

235351

10.5m

197575

19754

B-1975
1975A

Area of Works

3.0m

3.0m

5.5m

LOTA
PLAN PGP36323



FIREHALL

Statutory Right of Way over

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2018/07/16

Lot A PGP 36323 (2351 Nazko Hwy Quesnel) aka Centennial Rd
X: 1227336 Y: 896137