

PLOTTED ~~(FK)~~

EXPLANATORY PLAN OF RIGHT OF WAY OVER A (FK)(GK)  
PORTION OF LOT 2, BLOCK 1, DISTRICT LOT 2611,  
PLAN 1437, CARIBOO DISTRICT.

PLAN 23657

FOR PURPOSES OF ELECTRICAL POWER DISTRIBUTION

Scale:- 1:5000

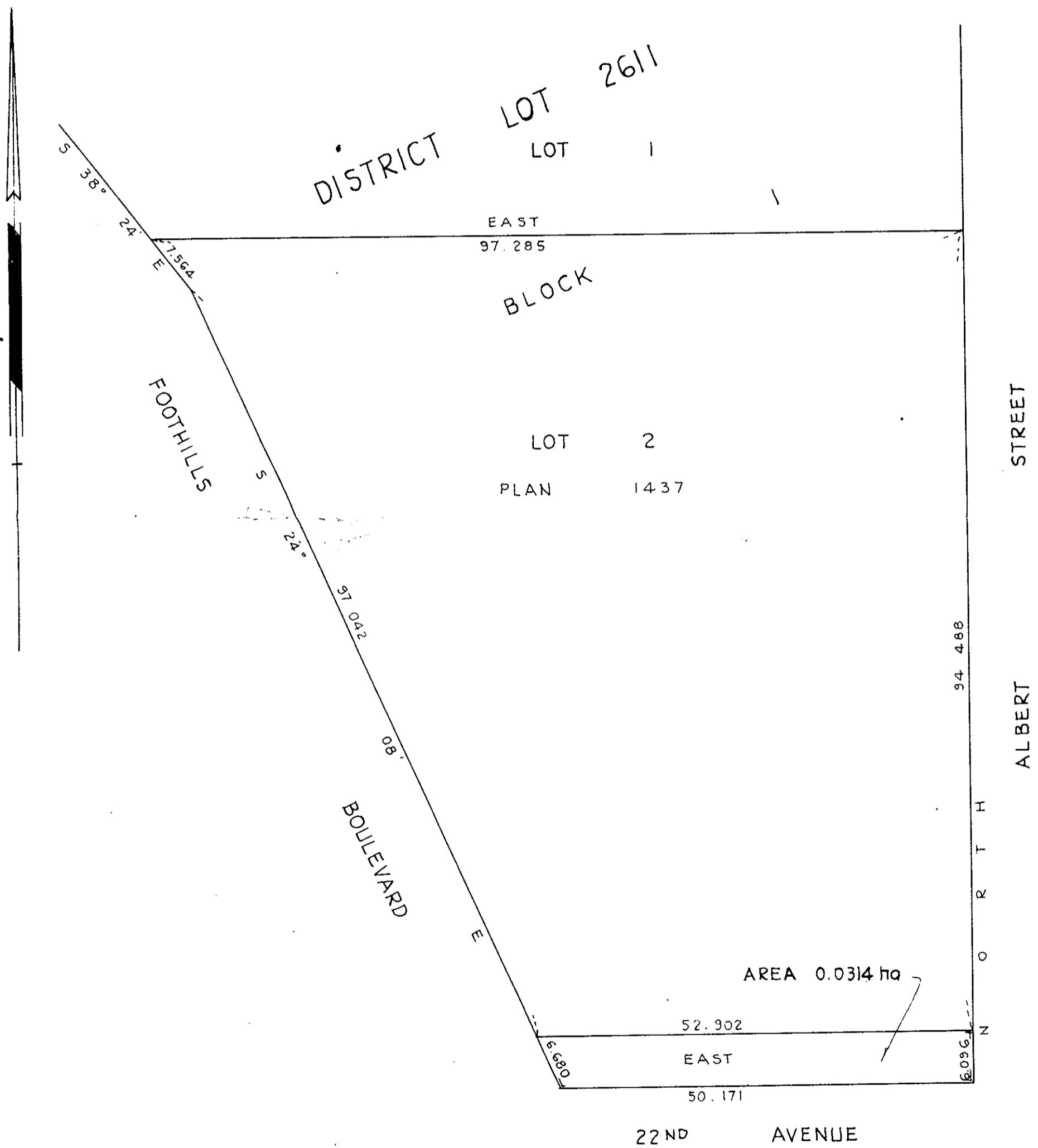
All distance are in metres except where otherwise noted.

Bearings are astronomic, derived from Plan 1437.

AREA REQUIRED: 0.0314 hectare

Deposited in the Land Registry  
Office at Prince George B.C.  
This 14. day of NOVEMBER 1977  
Under Section 118(h) of the Land  
Registry Act.

E.T. SCHOOLEY  
Registrar



THIS PLAN LIES WITHIN THE FRASER -  
FORT GEORGE REGIONAL DISTRICT.

Certified correct according to  
Land Registry Office Records  
This 19th day of October 1977

*John H. Bracey* B.C.L.S.

LAND SURVEY SECTION,  
PROPERTIES DIVISION,  
B.C. HYDRO & POWER AUTHORITY  
8751-124th STREET, SURREY

E3660

TR. N 5127

120611

*OK*

THIS AGREEMENT is made as of the <sup>15<sup>th</sup></sup> day of  
FEBRUARY, 1978

FEB 20 12 36 PM '78

BETWEEN: ERLING NIEMANN, Heavy Duty Operator, of  
Post Office Box 702, in the City of Prince  
George, in the Province of British Columbia,

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

British Columbia Hydro and Power  
Authority, of 970 Burrard Street,  
in the City of Vancouver, in the  
Province of British Columbia,

(hereinafter called "B. C. Hydro")

OF THE SECOND PART

WHEREAS the Owner is the owner of that certain  
parcel or tract of land and premises (hereinafter called  
"the land") situate, lying and being in the City of Prince  
George-----in the Province of  
British Columbia and more particularly known and described  
as:

Lot Two (2), Block One (1), District  
Lot Two Thousand Six Hundred and Eleven  
(2611), Cariboo District, Plan 1437.

*CT  
E3660*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owner, in consideration of the sum of  
One Dollar (\$1.00) and other good and valuable consideration  
----- Dollars (\$-----),  
now paid to the Owner by B. C. Hydro (the receipt of

SUBSTITUTE FORM C	
RIGHT OF WAY DECLARED VALUE \$100.00	
APPLICANT	<i>Donna Lou Fowler</i>
AGENT FOR B.C. HYDRO, 970 BURRARD STREET	
V6Z 2B1	
VANCOUVER, B.C. V6Z 2B1	

MEMORANDUM OF REGISTRATION  
Registered the 7<sup>th</sup> day of March 1978.  
at the office of the Registrar of  
Land in the City of Vancouver.

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- 2 -

which is hereby acknowledged) and the covenants of B. C. Hydro herein contained, hereby grants unto B. C. Hydro in perpetuity the full and free right, liberty and right of way for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro, first, from time to time to string, operate, maintain, remove and replace one or more lines of wire and attachments thereto (hereinafter called "the works") for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes upon all that portion (hereinafter called "the right of way") of the land more particularly known and described as follows:

The 0.0308 hectare portion of the land,  
the said portion being shown outlined  
in red on an Explanatory Plan of Right of  
Way deposited in the Land Registry Office  
at the City of Prince George, Province  
aforesaid under Number 23657.

secondly,

- (1) To trim or fell all or any trees or growth now or hereafter on the right of way,
- (ii) To clear the right of way and keep it cleared of all or any part of any trees, growth, buildings, or obstructions now or hereafter on the right of way,

which might, in the opinion of B. C. Hydro, interfere with or endanger such stringing, operation, maintenance, removal or replacement; thirdly, to pass and repass over the right of way for the purpose of ingress and egress for any of the purposes aforesaid; and, fourthly, generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing.

2. The Owner hereby covenants with B. C. Hydro:

(a) Not to plant or maintain any trees or shrubs exceeding 4.572 metres in height or place or erect or maintain any building or other structure or store any inflammable material on the right of way without the written consent of B. C. Hydro.

(b) Not to plant, make, place or maintain any growth, excavation, pile of material or obstruction on the right of way so as at any time to obstruct access by B. C. Hydro's servants, employees, agents, licensees,

vehicles or equipment to, or to interfere with or endanger the works or any part thereof.

(c) Not to do or knowingly permit to be done any act or thing which will in any way whatsoever interfere with, injure or endanger the works or any part thereof or impair the operating efficiency thereof and, in particular, without limiting the generality of the foregoing, not to carry out blasting on or adjacent to the right of way unless permission in writing from B. C. Hydro has first been received, which permission will not be unreasonably withheld.

(d) From time to time and at all times upon every reasonable request and at the cost and charges of B. C. Hydro to do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto B. C. Hydro of the rights, liberties and right of way hereby granted.

3. B. C. Hydro hereby covenants with the Owner:

(a) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that B. C. Hydro cuts on the right of way.

(b) To pay compensation to the Owner for any damage to crops and improvements situate on the land elsewhere than on the right of way caused by B. C. Hydro in the exercise of any of its rights hereunder and without negligence on the part of the Owner.

4. It is mutually understood, agreed and declared by and between the parties hereto that:

(a) The amount of any compensation payable under paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and B. C. Hydro and in the event of disagreement as may be settled by arbitration pursuant to the Arbitration Act of British Columbia, but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid.

(b) The title to all timber cut on the right of way by B. C. Hydro in the exercise of its rights hereunder shall vest in B. C. Hydro.

(c) This Agreement shall be construed as running with the land and no part of the fee of the soil thereof shall pass to or be vested in B. C. Hydro under or by these presents.

(d) The expressions "Owner" and "B. C. Hydro" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits.

(e) Where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint.

(f) 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:

Stanley C. Asplund  
NAME

553 Hall's Road  
ADDRESS

Ernie George B.C.

Estimator  
OCCUPATION

Erling Niemann  
ERLING NIEMANN

FOR MAKER

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at N 5127 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 nineteen 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 \_\_\_\_\_

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

Dated 8 November 1977

805-1602.0 (1117)-DLF/gm-8.11.77

Properties Division  
British Columbia Hydro and  
Power Authority  
970 Burrard Street  
Vancouver, B.C. V6Z 1Y3

R I G H T O F W A Y

BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY

ERLING NIEMANN

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA )  
TO WIT )

I, Stanley C. Aylwin, of the City of Prince George

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by ERLING NIEMANN the party thereto, for the purposes named therein.
2. The said instrument was executed at Prince George, British Columbia
3. I know the said party, and that he is of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Prince George in the Province of British Columbia this 15 day of February 1978

*[Signature]*

*[Signature: Stanley C. Aylwin]*

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

KARL F. LECHER  
P.O. BOX 6100  
PRINCE GEORGE, B.C.

E3660

TR. N 5127

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V6Z 2B1	
VANCOUVER, B.C. V6Z 2B1	

MEMORANDUM OF REGISTRATION  
Registered the 7<sup>th</sup> day of March 1978.  
at the location specified at the time written or  
clerical on the application.

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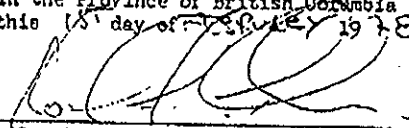
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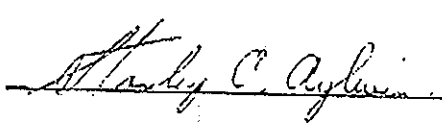
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