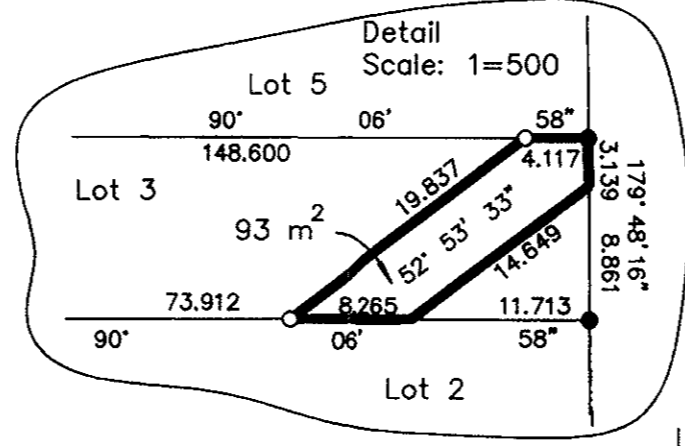
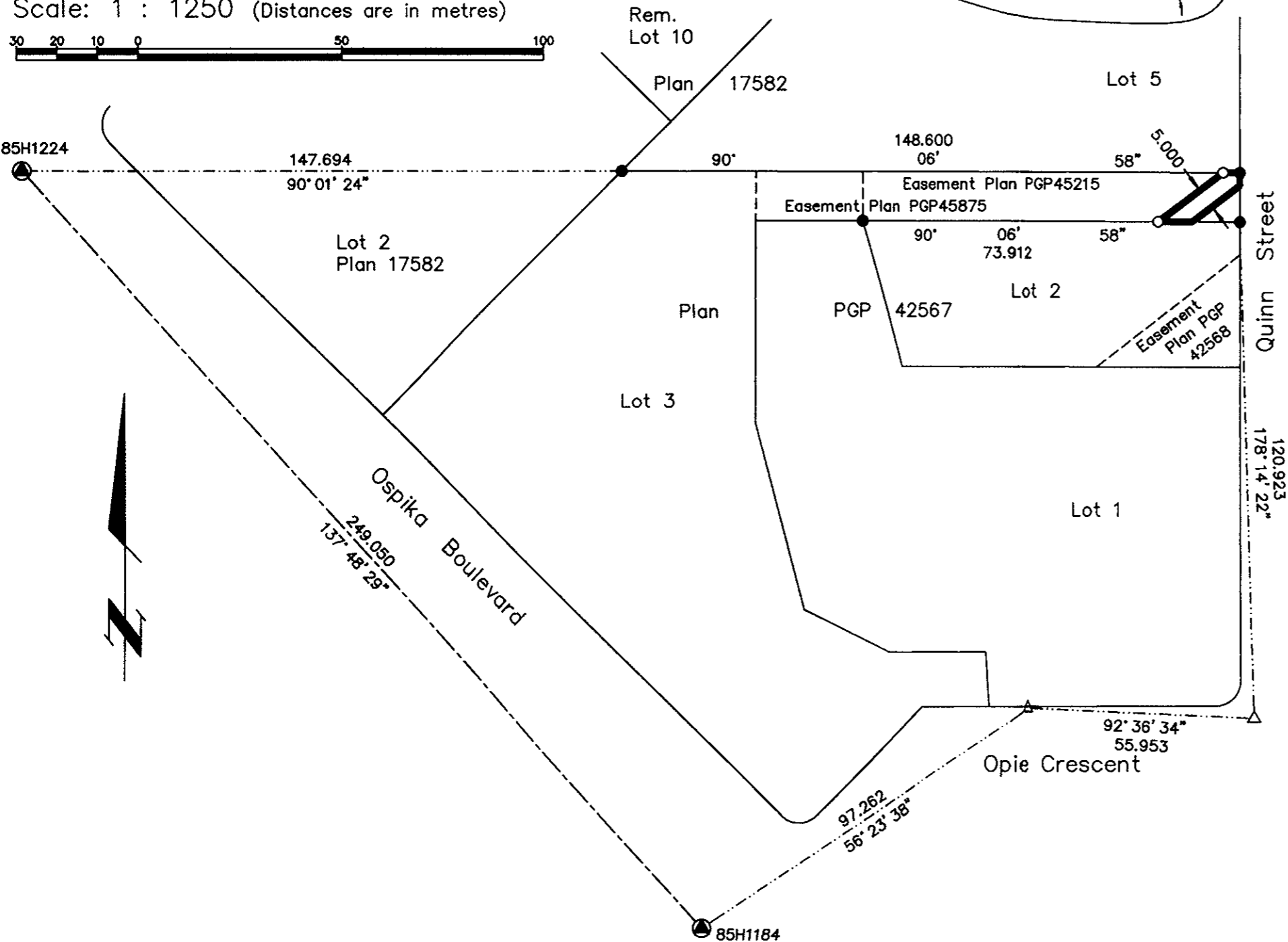


PLAN OF STATUTORY RIGHT OF WAY
OVER PART OF LOT 3,
PLAN PGP42567, DISTRICT LOT 2611,
CARIBOO DISTRICT.

Pursuant to Section 113 of
the Land Title Act.
B.C.G.S. 93G.097

Scale: 1 : 1250 (Distances are in metres)



Prince George City of Records

PLAN NO. BCP 3810

Deposited in the Land Title Office at Prince
George this 19th day of February, 2003

REGISTRAR
BV 58847

Grid bearings are derived from observations between
control monuments 85H1224 and 85H1184, integrated
survey area number 39, City of Prince George, B.C.
NAD83(CSRS)

Note: This plan shows ground level measured
distances. Prior to computation of U.T.M.
co-ordinates multiply by the combined
factor 0.99950817

- LEGEND**
- Standard Iron Post Found
 - Standard Iron Post Placed
 - ⊙ Control Monument Found
 - △ Traverse Hub Placed

I, Gordon Kilbride, a British Columbia Land Surveyor, of
Prince George, in British Columbia, certify that I was
present at and personally superintended the survey
represented by this plan, and that the survey and plan
are correct. The survey was completed on the 11th day
of March, 2002.

Gordon Kilbride
Gordon Kilbride, B.C.L.S.

This plan lies within the Fraser-Fort
George Regional District.

KILBRIDE LAND SURVEYING LTD.		
<i>British Columbia Land Surveyors</i>		
Prince George, B.C.		
Ph: (250) 562-1196 Fax: 562-3656		
F.B. WT44	D.L. 2611	File No. 020025

B.C. Hydro File: 805-1602.0(X600) SA.02-877

805-57-B218 Private

BC ONLINE LAND TITLE INTERNET SERVICE
PROVIDED IN CO-OPERATION WITH
LAND TITLE BRANCH - MINISTRY OF SUSTAINABLE RESOURCE MANAGEMENT

B.C. LAND TITLE BRANCH - DOCUMENT RETRIEVAL

WEB REQUEST

CLIENT NAME: CITY OF PRINCE GEORGE
ADDRESS: 1100 PATRICIA BOULEVARD
PRINCE GEORGE BC V2L 3V9

PICK-UP INSTRUCTIONS:

USER ID: PG70932 APPLICATION NO.: BV58848 PG PAGES: 010
ACCOUNT NO.: 832894 REQUESTED AT: 03-03-03 11:32
REFERENCE NO.: K16253 FOLIO NO.:

REMARKS:

BC ONLINE LAND TITLE INTERNET SERVICE

HELP DESK VICTORIA (250) 953-8200
IN B.C. 1-800-663-6102
ADMINISTRATION OFFICE ... (250) 953-8250
FAX NUMBER (250) 953-8222

PERSONS WHO NEED TO RELY ON A PLAN FOR LEGAL PURPOSES MUST EXAMINE THE OFFICIAL VERSION AT THE LAND TITLE OFFICE IN WHICH THE PLAN IS DEPOSITED.

THE BYLAW AND COMMON PROPERTY SHEETS ATTACHED TO STRATA PLANS HAVE BEEN REPEALED. INFORMATION REGARDING THE BYLAWS AND/OR DEALINGS AFFECTING THE COMMON PROPERTY OF STRATA PLANS MUST BE OBTAINED FROM THE GENERAL INDEX AND/OR COMMON PROPERTY INDEX ON ALTOS. REFER TO THE BC ONLINE USER GUIDE FOR ACCESS INFORMATION.

13
4A
15
2

BV058847

19 FEB 2003 13 41

BV058848

Land Title Act

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 10 pages

1. APPLICATION:

Anne Rooney, Solicitor for
B.C. Hydro and Power Authority and TELUS
8th Floor, 333 Dunsmuir Street
Vancouver, B.C., V6B 5R3

**POWELL RESEARCH
CLIENT NO. 010386**

Maureen
Telephone: (604) 23-3756

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

024-161-900 Lot 3, DL 2611, Cariboo District, Plan PGP42567

3. NATURE OF INTEREST:

SEE SCHEDULE

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. 02 05/02/19 13:43:02 01 LH 438704 \$110.00

5. TRANSFEROR(S): REGIONAL DISTRICT OF FRASER-FORT GEORGE

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)

Bob Long

Execution Date

Y M D
03 1 28

Party(ies) Signature(s)

REGIONAL DISTRICT OF FRASER-FORT GEORGE by its authorized signatory(ies):

M. Taylor
DEPUTY SECRETARY Martin Taylor
C. Art Kaehn
CHAIRPERSON Art Kaehn

(As to both signatures)

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.: 805-1602.0(X680)

Originator: AR/lmk

Date: 2002 12 20

Doc type: Tripartite Agreement/SAD


2/2

Tripartite Agreement/SAD

**Land Title Act
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date		
	Y	M	D
	03	01	31




TONY SHU CHUNG LEE
 British Columbia Hydro and Power Authority
 100 Dunsmuir Street, Vancouver, B.C. V6B 5R3
 A commissioner for taking Affidavits
 within the Province of British Columbia

(As to both signatures)

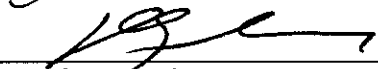


Party(ies) Signature(s)

BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY by its attorneys
in fact::



 Aki Jukka Lintunen

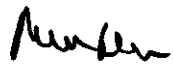


 Damian-Joseph Dunne

(D.F. Number BL283842)




Officer Signature(s)	Execution Date		
	Y	M	D
	03	02	07



RALPH A. DAVIS
 BARRISTER & SOLICITOR
 21st FLR. - 3777 KINGSWAY
 BURNABY, B.C.
 V5H 3Z7
 TEL: (604) 432-4232

Party(ies) Signature(s)

TELUS COMMUNICATIONS INC. by its
authorized signatory:



LORI ROSSI, R.I. (B.C.)
 MANAGER, RIGHTS OF WAY
 REAL ESTATE SERVICES

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.

Tripartite Agreement/SAD

Page 3

**Land Title Act
FORM E****SCHEDULE**

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form or General Document form

3. NATURE OF INTEREST:

Description	Document Reference	Person Entitled to Interest
A Statutory Right of Way for B.C. Hydro over part shown on Plan of Statutory Right of Way No. BCP <u>3810</u>	Entire Instrument	Transferee (B.C. Hydro)
A Statutory Right of Way for TELUS over part shown on Plan of Statutory Right of Way No. BCP <u>3810</u>	Entire Instrument	Transferee (TELUS)

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 Right of Way Area.
- B. The Owner has agreed to grant each of B.C. Hydro and TELUS a statutory right of way in respect of the Right of Way Area.
- 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.

"**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.

"**Right of Way Area**" means the portion of the Land shown outlined in heavy black on the Plan of Statutory Right of Way prepared by Gordon Kilbride, B.C.L.S. and deposited in the Land Title Office concurrently with this agreement under number BCP 3810, a reduced photocopy of which is attached to this agreement as Schedule "A".

"**Works**" as it relates to the rights and responsibilities of B.C. Hydro means overhead lines for the purposes of transmitting and distributing electricity or for the purpose of telecommunications.

"**Works**" as it relates to the rights and responsibilities of TELUS means overhead lines for the purpose of telecommunications.

GRANT OF STATUTORY RIGHT OF WAY

2. **THE OWNER GRANTS separately to each of B.C. Hydro and TELUS, FOREVER, the non-exclusive right, and statutory right of way to:**
- (a) construct, install, abandon, replace, upgrade, operate, maintain, remove and repair the Works on, through, over or across the Right of Way Area.
 - (b) clear the Right of Way Area and to keep it cleared (including trimming or removal) of any trees or growth.
 - (c) clear the Right of Way 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, acting reasonably, 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.
 - (d) enter, work, pass and repass on, and along the Right of Way Area, in connection with the above.
 - (e) cut or trim away trees on the Land that, in the opinion of B.C. Hydro or TELUS, acting reasonably, might create or increase any danger to the Works or to persons in relation to the Works.
 - (f) 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 Right of Way Area, or to any crops, merchantable timber or driveways anywhere on the Land, provided that the damage was not caused by 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 Right of Way Area, or to any crops, merchantable timber or driveways anywhere on the Land, provided that the damage was not caused by 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 on the Land in the exercise of any of its respective rights under this agreement, then the party who cut the timber will pay compensation to the Owner.
 - (b) To take reasonable steps not to interfere unduly with the drainage of the Land in the exercise of their respective rights.
 - (c) That, provided the Owner does not increase the ground elevation in the Right of Way Area, the minimum height clearance between the surface of the Right of Way Area and the Works ("Minimum Clearance") will at all times be no less than fourteen feet.

- (d) To, at their sole expense, place, operate, maintain and remove the Works in a good and workmanlike manner and in compliance with all applicable laws.
- (e) That if either B.C. Hydro or TELUS disturbs or damages the surface on any part of the Land, including the Right of Way Area, then the party who disturbed or damaged the surface will, at its expense, restore the surface of the Land to the same condition as it was immediately prior to such disturbance or damage.
- (f) That, the Owner, and all persons authorized by the Owner before the date the Owner executed this agreement, may exercise their respective rights in, on, over and under the Right of Way Area in priority to B.C. Hydro and TELUS, and the covenants of the Owner herein to B.C. Hydro and TELUS shall at all times be expressly subject to and rank behind the rights granted in prior charges registered against title to the Land.
- (g) That notwithstanding the generality of the foregoing, neither B.C. Hydro nor TELUS shall at any time interfere with any of the rights granted by the Owner under each of Easement PS027841 and Easement BT325907, registered against title to the Land.
 - (i) That each of B.C. Hydro and TELUS shall at all times indemnify and save harmless the Owner from and against any claim, demand or action arising out of any breach of a covenant or term of this Agreement, or arising out of any claim, demand or action made by, brought by, or accruing to any person for injury or harm to persons (including death) or property (including injury, death or harm to employees or property of B.C. Hydro and TELUS) directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence, default or willful act of B.C. Hydro or TELUS, as the case may be, in connection with or in consequence of this Agreement except to the extent that such injury or harm to persons or property is caused directly or indirectly, arises or results from, or is attributable to, any act, omission, negligence, or willful act of the Owner, its agents, employees or contractors or by the Owner's breach of this Agreement. The Owner will give written notice to B.C. Hydro and TELUS of the claim and B.C. Hydro or TELUS, as the case may be, will indemnify and reimburse the Owner for all reasonable costs incurred by the Owner in resisting that claim, demand or action, including without limitation, legal fees on a solicitor and client basis. B.C. Hydro will not indemnify or reimburse the Owner in respect of any liability from which B.C. Hydro is exempt under the *Hydro and Power Authority Act* of British Columbia as from time to time amended, or any costs relating thereto. For purposes of clarification, B.C. Hydro and TELUS will not 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 give their prior written permission (which permission will not be unreasonably withheld), the Owner will not:
- (a) increase the ground elevation in the Right of Way Area by any method including, without limitation, piling any material in the Right of Way Area, if such increase would result in the Minimum Clearance being less than fourteen feet.
 - (b) Carry out blasting or logging operations on or near any portion of the Right of Way Area.

- (c) Make, place, erect, operate, use, maintain or permit any obstruction, structure, building, foundation, improvement on, under or over the Right of Way Area, except for improvements to the driveway situated within the Right of Way Area provided the Minimum Clearance is no less than fourteen feet;
- (d) Notwithstanding the generality of the foregoing, do or knowingly permit to be done, any act or thing which, in the reasonable opinion of B.C. Hydro or TELUS, might in any way:
 - (i) materially interfere with the exercise of any rights granted to B.C. Hydro or TELUS, or impair the operating efficiency of the Works or endanger any part thereof;
 - (ii) materially obstruct the access of B.C. Hydro or TELUS to any part of the Works; or
 - (iii) by its operation, use, maintenance or existence on, under or over the Right of Way Area, create or materially increase any danger to persons, the Works or 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 Right of Way Area, or any crops or merchantable timber or driveway anywhere on the Land, then the party that did the damage may, at its option, repair that structure, building, improvement or driveway, to the same condition as it was immediately prior to the damage, instead of paying compensation for the damage as provided in paragraphs 3(a) or 3 (b), provided that such party will commence such repairs within seven days of the date of the damage and diligently complete such repairs as soon as practicable in a good and workmanlike manner and to the satisfaction of the Owner, acting reasonably.
 - (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 of British Columbia* but the Owner will not dispute or appeal the amount of any compensation that either B.C. Hydro or TELUS has already paid and the Owner has already accepted.
 - (c) No compensation is payable for any matter for which either B.C. Hydro or TELUS has exercised and completed its option to repair under paragraph 6(a), to the satisfaction of the Owner, acting reasonably.
 - (d) If either B.C. Hydro or TELUS cuts timber on the Land in the exercise of its rights under this agreement, the title to that timber will vest in the party who cut the timber, and that party will pay all royalties, scaling fees and other charges which may be levied by the Crown against that timber.
 - (e) Nothing in this agreement will in any way abrogate from or affect any rights, powers or privileges or responsibilities, including any powers of expropriation, which B.C. Hydro or TELUS may have under any federal, provincial, or local 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. The Works will not become the property of the Owner, nor will the Owner have any interest in the Works, except to the extent specified in this agreement.
- (j) If all or a portion of the Works are no longer required by B.C. Hydro, then B.C. Hydro will, at its cost, remove such Works from the Land, unless the Owner otherwise agrees in writing.
- (k) If all or a portion of the Works are no longer required by TELUS, then TELUS will, at its cost, remove such Works from the Land, unless the Owner otherwise agrees in writing.
- (l) Neither B.C. Hydro nor TELUS will be responsible for covenants breached by the other.
- (m) The rights granted in this agreement, 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.
- (n) The separate rights granted in paragraph 2 above are equal and one will not rank before the other.
- (o) B.C. Hydro and TELUS acknowledge that the Owner has not made any representations as to the suitability of the Land or the Right of Way Area for the purposes intended hereunder.
- (p) The Owner reserves the right to grant to any person, from time to time, a non-exclusive easement or a statutory right of way on, through, over, under or across the Right of Way Area., provided that such easement or statutory right of way does not materially interfere with the rights granted to B.C. Hydro under this Agreement.

GENERAL

7. In this agreement:
- (i) The terms "Owner", "B.C. Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
 - (ii) If the Owner is more than one person, every covenant and agreement by the Owner will be joint and several.
 - (iii) Words in one gender include all genders and words in the singular include the plural.
8. This agreement will run with the Land, and will bind all present and subsequent owners of the Land including their respective heirs, executors, administrators, successors, and assigns.

Tripartite Agreement/SAD

Page 9

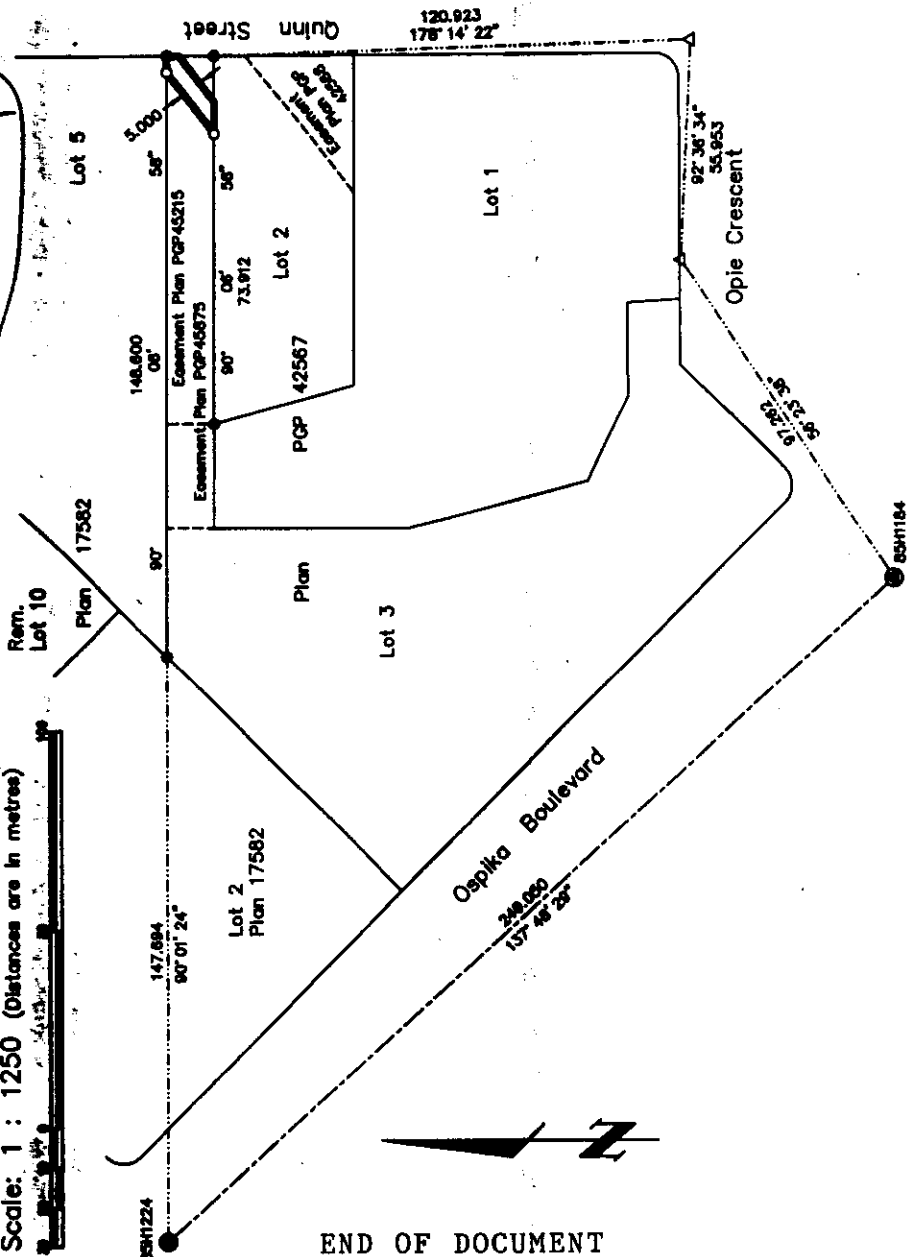
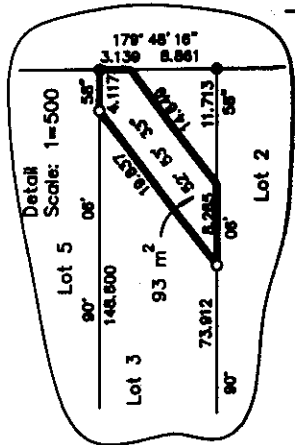
9. In accordance with section 233 of the *Land Title Act*, these Terms of Instrument - Part 2 and the General Instrument - Part 1 to which they are attached form a single instrument.

NOTE: The Owner authorizes B.C. Hydro, TELUS or its agent to insert the number assigned by the Land Title Office to the Plan described in Paragraph 1 of these Terms of Instrument - Part 2, a reduced copy of which is attached hereto as Schedule "A".

SCHEDULE "A"

PLAN OF STATUTORY RIGHT OF WAY
 OVER PART OF LOT 3,
 PLAN PGP42567, DISTRICT LOT 2611,
 CARIBOO DISTRICT.
 Pursuant to Section 113 of
 the Land Title Act.
 B.C.G.S. 93G.097

Scale: 1 : 1250 (Distances are in metres)

PLAN NO. BCP _____

Deposited in the Land Title Office at Prince George this _____ day of _____, 2002.

REGISTRAR _____

Grid bearings are derived from observations between control monuments 85H1224 and 85H1184, integrated survey area number 39, City of Prince George, B.C. NAD83(CSRS)

Note: This plan shows ground level measured distances. Prior to computation of U.T.M. co-ordinates multiply by the combined factor 0.99950817

LEGEND

- Standard Iron Post Found
- Standard Iron Post Placed
- ⊙ Control Monument Found
- △ Traverse Hub Placed

I, Gordon Kilbride, a British Columbia Land Surveyor, of Prince George, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 11th day of March, 2002.

Gordon Kilbride
 Gordon Kilbride, B.C.L.S.

This plan lies within the Fraser-Fort George Regional District.

KILBRIDE LAND SURVEYING LTD.
 British Columbia Land Surveyors
 Prince George, B.C.
 Ph: (250) 562-1196 Fax: 562-3656

F.B. WT44 D.L. 2611 File No. 020025

805-57-8218 Private

B.C. HYPO FILE: 805-1602.0(X1600) S.A. 02-877

END OF DOCUMENT