



D30138
No. 806-1402.0 (1)
(147D BL-T)

LAND REGISTRY ACT
FORM C
(Section 128)

LAND REGISTRY OFFICE
RECEIVED
OCT 23 1967
12:55 pm
VANCOUVER, B. C.

Application for Registration of Charge

Date 20th October 1967

I, ~~XXXXXXXXXXXXXXXXXXXX~~ PETER J. LEONARD HENSLOWE ~~XXXXXXXXXXXXXXXXXXXX~~, solemnly declare that I am ~~XXXXXXXXXXXXXXXXXXXX~~ Solicitor for ~~XXXXXXXXXXXXXXXXXXXX~~ British Columbia Hydro and Power Authority ~~XXXXXXXXXXXXXXXXXXXX~~ and that ~~XXXXXXXXXXXXXXXXXXXX~~ 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.

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

(Adapt to suit circumstances.)

~~XXXXXXXXXXXXXXXXXXXX~~

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

~~XXXXXXXXXXXXXXXXXXXX~~ The fee-simple is registered in Vol. ~~XXXXXXXXXXXXXXXXXXXX~~, Fol. ~~XXXXXXXXXXXXXXXXXXXX~~, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
Omineca Assessment District	That portion of: NW $\frac{1}{4}$ of District Lot 4219 except Highway Right of Way included in Plan 5169, Range 5, Coast District within Plan 5407.	5.10 ✓

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
12th October, 1967.	CHARLES LEONARD MONTGOMERY - 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 \$100.00 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 20th day of October 19 67 at Vancouver British Columbia. (Signature) Peter J. Leonard Henslowe (Full post-office address) 970 Burrard Street, Vancouver 1, B. C. For mailing notices and documents.

* NOTE.—Insert here the estate less than the fee-simple, or encumbrance of available interest claimed in, over, or upon the land; e.g., mortgage in fee-simple for 500, estate for life, its pawns (according to circumstances, upon, etc. over).

A Commissioner for taking Affidavits in British Columbia

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THIS AGREEMENT made as of the *18th* day of *OCTOBER*,
1967 .

WITNESSETH THAT:

1. CHARLES LEONARD MONTGOMERY
of Topley, in the Province
of British Columbia

(hereinafter called "the Owner"),

for and in consideration of the sum of *FORTY* Dollars
(\$ *40⁰⁰*), 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 "B. C. Hydro")
the right, liberty and right of way for B. C. Hydro, its
servants, agents and all others the licensees of B. C. Hydro:

- (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; and
- (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 under-
ground conduits whether or not encased
by concrete or other protective material,
and cables with all necessary attachments
and fittings, and one or more underground
pipe lines of whatsoever kinds or dimen-
sions with necessary and proper above-
ground or underground 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 and
gas and for communication purposes (all of which are herein-
after collectively called "the works") upon and within the

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-----3.64----- acre portion (hereinafter called "the right of way") of the land described in the schedule hereto (hereinafter called "the land") which portion is shown outlined in red on a Right of Way plan deposited in the Land Registry Office at the City of Prince Rupert, Province of British Columbia and numbered 5407.

- (b) 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 the construction, erection, stringing, excavation for, installation, operation, maintenance, removal or replacement of the works or any part thereof;
- (c) To install, maintain and use gates in all fences which now or hereafter shall cross the right of way; and
- (d) 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 make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction or inflammable substance or to plant any growth upon the right of way which, in the opinion of B. C. Hydro, 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 B. C. Hydro's servants, agents or licensees to the works or any part thereof;
- (b) Not to carry out blasting or aerial logging operations on or adjacent to the right of way unless permission in writing from B. C. Hydro has first been received, which permission shall not be unreasonably withheld;
- (c) 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; and
- (d) Not to do or knowingly permit to be done any act or thing which might, in the opinion of B. C. Hydro, in any way whatsoever interfere with or injure the works or any part thereof or impair the operating efficiency thereof.

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3. B. C. Hydro hereby covenants with the Owner:
- (a) To pay compensation to the Owner for any damage to any buildings outside the right of way, and to crops (other than timber), livestock, drains, ditches, culverts, fences, bridges, roads and fruit, nut or ornamental trees anywhere on the land caused by B. C. Hydro 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 B. C. Hydro cuts on the land;
 - (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the land by B. C. Hydro in the exercise of any 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 B. C. Hydro 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;
 - (b) The title to all timber cut on the land 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, that no part of the fee of the soil shall pass to or be vested in B. C. Hydro 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;
 - (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; and

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(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:

Niles H. Buchanan
NAME

Ste. 203 - 1869 Comox St.
Vancouver 5, B.C.
LAND REPRESENTATIVE

BC HYDRO & POWER AUTHORITY
ADDRESS

OCCUPATION

Charles Leonard Montgomery
CHARLES LEONARD MONTGOMERY

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ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Omineca Assessment District, Province of British Columbia, and more particularly known and described as:

Northwest Quarter ($\frac{1}{4}$), District Lot Four
Thousand Two Hundred Nineteen (4219) except
Highway Right of Way included in Plan 5169,
Range Five (5) Coast District.

C8E10E

FOR MAKER

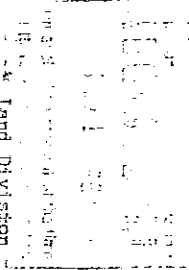
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I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia personally known to me, appeared before me and acknowledged to me that person _____ mentioned in the annexed instrument as the maker thereof, and 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.

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

CHARLES LEONARD MONTGOMERY

Dated _____ 19 67

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA)
TO WIT)

I, NILES K. BUCHANAN, of the CITY OF VANCOUVER BC.

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by CHARLES LEONARD MONTGOMERY the party thereto, for the purposes named therein.
2. The said instrument was executed at TOPLEY BC.
3. I know the said party, and that HE IS 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 Vancouver)
in the Province of British Columbia)
this 17th day of October 1967)

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

Niles K. Buchanan