

C/T # H83284

J 029861

LAND TITLE ACT  
FORM 17  
(SECTION 152(1))  
APPLICATION

## Nature of Interest:

Charge - Statutory Right-of-Way Necessary for the Operation  
and Maintenance of the Applicant's Undertaking

Herewith Fees of: \$ 10.00

True Value: \$ NOMINAL

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,  
4400 West Saanich Road,  
P.O. Box 500,  
Victoria, B.C. V8W 2P2.  
Telephone: 479-9311, Local 282L. J. Farrell  
Signature of Applicant or Solicitor  
or Authorized AgentTHIS AGREEMENT made as of the 3rd day of  
March, 1980

BETWEEN:

ANDREW ERFLE, Boat Builder,  
10417 Bowerbank Road,  
Sidney, B.C.,

XAR-480 161727 LsB 3

10.00

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,  
4400 West Saanich Road, Municipality of  
Saanich, P.O. Box 500, Victoria, Province  
of British Columbia, V8W 2P2,

(hereinafter called "B.C. Hydro")

OF THE SECOND PART

WITNESSETH THAT:

1. The Owner, in consideration of the sum of Ten Dollars (\$10.00), of the lawful money of Canada (the receipt and sufficiency whereof is hereby acknowledged) hereby grants unto B.C. Hydro in perpetuity the full and free right, liberty and statutory right of way for B.C. Hydro, its servants, agents and all others the licensees of B.C. Hydro:

(Section 36)

MEMORANDUM OF REGISTRATION

Registered on application received  
on the day and time written hereonR. E. HOOPER, Registrar of the  
Victoria Land Title Office

2  
- 2 -

S.A.E.D.

- (a) To string, or otherwise install, operate, maintain, remove and replace one or more lines of wire and their several attachments

for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes (all of which are hereinafter collectively called "the works") upon all that portion described in Schedule II hereto (hereinafter called "the right of way area") of the land described in Schedule I hereto (hereinafter called "the land");

- (b) (1) To trim or fell all or any trees or growth now or hereafter on the right of way area;
- (11) To clear the right of way area and keep it cleared of all or any part of any trees or growth now or hereafter on the right of way area;
- (111) To clear the right of way area and keep it cleared of all or any part of any buildings or obstructions now or hereafter on the right of way area which might, in the opinion of B.C. Hydro, interfere with or endanger the installation, operation, maintenance, removal or replacement of or access to the works or any part thereof; or the operation, use, maintenance or existence of which on the right of way area might, in the opinion of B.C. Hydro, create or increase any hazard to persons;
- (c) Generally to do all acts necessary or incidental to the business of B.C. Hydro in connection with the foregoing.

3  
-3-

Specific

2. The Owner hereby covenants with B.C. Hydro:
- (a) Not to make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance or to plant any growth upon the right of way area which in the opinion of B.C. Hydro:
    - (i) might interfere with or endanger the works or any part thereof or the installation, operation, maintenance, removal or replacement of the works or any part thereof; or
    - (ii) might obstruct access by B.C. Hydro's servants, agents or licensees to the works or any part thereof; or
    - (iii) might by its operation, use, maintenance or existence on the right of way area create or increase any hazard to persons, vehicles or equipment;
  - (b) Not to carry out blasting or aerial logging operations on or adjacent to the right of way area 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 to 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 area and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across such of the works as may at any time be installed on or under the right of way area;
  - (d) Not to do or knowingly permit to be done any act or thing which might in any way whatsoever interfere with or injure or endanger the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons, without the written consent of B.C. Hydro.
3. B.C. Hydro hereby covenants with the Owner:
- (a) To pay compensation to the Owner for any damage to any buildings, crops, or improvements outside the right of way area 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 under this Agreement;
  - (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land;

4  
Specific/Blanket

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, 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 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 and that no part of the fee of the soil shall pass to or be vested in B.C. Hydro under or by this Agreement;
- (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
- (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:

Shirley Spotted  
Signature

4400 W. Seaside Rd.  
Address

Victoria, B.C.

First Sec Rep  
Occupation

A. Ryfle  
Andrew Ryfle

5  
5  
H 83284  
8  
SCHEDULE I

All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Sidney, in the Province of British Columbia and more particularly known and described as:

Lot 1, Section 15, Range 3 East, North  
Saanich District, Plan 33065.

SCHEDULE II

That part of:

Lot 1, Section 15, Range 3 East, North  
Saanich District, Plan 33065

lying Southeasterly of a straight line joining points on the South-westerly and Southeasterly boundaries of said Lot 1 distant 9.15 metres and 7.6 metres respectively from the most Southerly corner of said Lot 1.

PROOF OF EXECUTION BY CORPORATION

29861

I CERTIFY that on the 6 day of March, 1980, at Victoria, in British Columbia, (whose identity has been proved by the evidence on oath of (state full name, address, and occupation) who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation).

IN TESTIMONY, of which I set my hand and seal of office at this day of March, 1980.

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

Legal Department  
British Columbia Hydro  
and Power Authority  
4400 West-Sanich Road  
P.O. Box 500  
Victoria, B.C., V8W 2P2

BRITISH COLUMBIA HYDRO  
AND POWER AUTHORITY

ANDREW ERFLE

DATED

1980

AFFIDAVIT OF WITNESS

I, Suzanne Gertrude Sjostrand, of Victoria, British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by Andrew Erfle the party(ies) to it, for the purposes named in it.
2. The said instrument was executed at Victoria, B.C.
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at Victoria, in British Columbia, this 3rd day of March, 1980.

*Suzanne Gertrude Sjostrand*

*Robert M. Jones*  
A Commissioner for taking affidavits for British Columbia

