

16 AUG 2006 11 57

LA114349

C65

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 5 Pages

ABSTRACT REGISTRY
10330

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

Lori Rossi, TELUS Communications Inc. – Rights of Way Department

1 – 15079 – 64 Ave, Surrey, BC V3S 1X9

Telephone: (604) 432-3928 CLIENT #10869

File: 29327-1



Lori Rossi, Agent

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

(PID)

(LEGAL DESCRIPTION)

025-593-536

LOT 4 DL 4222 SDYD PLAN KAP72799

3. NATURE OF INTEREST*

DESCRIPTION

DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)PERSON ENTITLED TO
INTEREST

Statutory Right of Way

Pages 3 - 5

Transferee

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

c) Release

☐ 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.

5. TRANSFEROR(S)*

FEATHERTOP DEVELOPMENTS LTD. (INC. NO. 0693465)

1337 GREEN BAY ROAD, WESTBANK, BC V4T 2B6

01 06/08/16 12:08:31 01 KL
CHARGE944896
\$65.20

6. TRANSFEREE(S): name (s), occupation (s), postal address (es), postal code (s)

TELUS COMMUNICATIONS INC. (Extra Provincial No. A-55547)

1 – 15079 – 64 Ave, Surrey, BC V3S 1X9

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

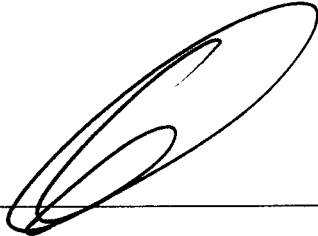
* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E

** If space insufficient, continue execution on additional page(s) in Form D

GENERAL INSTRUMENT – PART 1

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)




DOMINIC A. PETRAROIA
Barrister & Solicitor
800 - 1708 Dolphin Ave.
Kelowna, B.C. V1Y 9S4

Execution Date

Y	M	D
06	08	09
06	08	15

Party (ies) Signature (s)

FEATHERTOP DEVELOPMENTS LTD.
by its authorized signatory (ies)

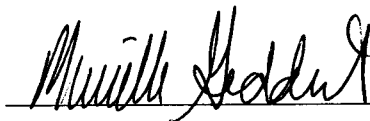


PAUL PROCKTER

TELUS COMMUNICATIONS INC.
by its authorized Signatory



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



MURIELLE GEDDERT
A Commissioner for taking Affidavits
for British Columbia

Administrative Assistant
Rights of Way Department
TELUS Communications Inc.
1 - 18079 - 64 Ave.
Surrey, BC V3S 1X9

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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E
** If space insufficient, continue execution on additional page(s) in Form D

Terms of Instrument – Part 2

WHEREAS the Owner (as identified in Form C Part 1 Item 5) is the registered owner of the Lands (as identified in Form C Part 1 Item 2) and has agreed to grant TELUS Communications Inc. ("TELUS") (as identified in Form C Part 1 Item 6) a statutory right of way which is necessary for the operation and maintenance of TELUS' undertaking,

NOW THEREFORE in consideration of the terms and conditions set out below, the Owner and TELUS agree as follows:

1. **STATUTORY RIGHT OF WAY** The Owner grants to TELUS, its successors and assigns a statutory right of way upon the Lands to:
 - a) place, operate, maintain and remove under the Lands, cables for telecommunications, data transmission, power and grounding, underground ducts, below ground equipment enclosures, access roadways, if necessary, and related works (the "Works");
 - b) remove trees or obstructions which might interfere with or create a danger to persons or the Works;
 - c) enter on foot and by vehicle, with or without machinery and equipment, for the purpose of access to and egress from the Works; and
 - d) generally to do all acts and work necessary and incidental to the foregoing or the business of TELUS, its successors and assigns.
2. **TERM** This Agreement shall continue in perpetuity from the date this Agreement is executed by the Owner and TELUS.
3. **FEES** TELUS shall, upon receipt of a satisfactory post-index search disclosing that in the normal course of Land Title Office practice this Agreement shall be registered against title to the Lands, pay the Owner a lump sum fee in the amount of one (\$1.00) dollar.
4. **STRATA CONVERSION** If the Lands are subdivided by strata plan and the works are located within the common areas shown on the strata plan, TELUS shall, after receipt of a signed agreement from the appropriate strata corporation agreeing to be bound by this Agreement, discharge this Agreement from the strata lots shown on the strata plan but not from the common areas.
5. **CONSTRUCTION** TELUS shall at its sole expense place, operate, maintain and remove the Works in compliance with all applicable laws. The Works shall at all times remain the property of TELUS and shall not be considered a fixture notwithstanding any rule of law or equity to the contrary.
6. **NON-INTERFERENCE** The Owner shall not do or permit to be done any act or thing which may, as reasonably determined by TELUS, damage the Works and or interfere with any rights granted to TELUS by this Agreement.
7. **INDEMNITY** TELUS shall indemnify and save harmless and forever discharge the Owner from and against all manner of actions, causes of actions, claims, debts, suits, damages, demands and promises, at law or in equity whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising from, or attributable to, any act, omission, negligence or default of TELUS in connection with or in consequence of this

Agreement, save and except to the extent caused by any act, omission, negligence or default of the Owner. Notwithstanding any other provision of this Agreement, in no event shall TELUS be liable for any special, indirect, consequential or incidental damages from any cause whatsoever (even if it has been advised of possibility thereof), including without limitation, lost profits, lost revenues, failure to realize expected savings or other commercial or economic losses of any kind.

8. **DISCHARGE** TELUS may, as to all or any part of the Lands, discharge, in whole or in part, any rights granted to TELUS by this Agreement. TELUS may, at any time, abandon all or part of the Works without affecting the rights granted to TELUS by this Agreement.
9. **NOTICE** Any notice required to be given hereunder shall be valid if in writing and delivered or telecopied at the address set out above or at such other address as may be designated in writing by either party and any such notice shall be effective when received.
10. **LICENCE** TELUS may grant licences to its Affiliates and or others to occupy and use the Works and or the Lands. For purposes of this Agreement, Affiliate means, as regards TELUS, an affiliated body corporate as defined in the Canada Business Corporations Act, as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a controlling interest.
11. **WAIVER** No waiver or amendment of any provision of this Agreement shall be effective or deemed by a course of conduct, unless such waiver or amendment is in writing signed by the Owner and TELUS and stating specifically that it is intended to amend this Agreement.
12. **SEVERABILITY** If any provision of this Agreement is declared invalid or unenforceable by competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.
13. **BINDING EFFECT** This Agreement will be registered at the Land Title Office and shall be binding upon and enure to the benefit of the Owner and TELUS and their respective heirs, executors, administrators, successors and assigns and shall run with the Lands, and with each part into which the Lands may at any time be subdivided and each parcel into which the Lands or any portion thereof may at any time be consolidated. By executing the Form C Part 1 Item 8, the Owner and TELUS agree to be bound by this Agreement. Any and all of the rights, licences, privileges, easements, rights of way and benefits of TELUS hereunder are assignable to and may be held, enjoyed and exercised by any affiliate of TELUS whether pursuant to, or in connection with, any corporate or other reorganization of TELUS or otherwise. TELUS shall also have the right to assign the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, without the consent of the Owner to permit third parties to exercise the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, on their own or together with TELUS or other third parties and, in the event such permission is granted by TELUS, any reference herein to TELUS shall also apply to such third parties. For purposes of this section 13 and section 10 above, "affiliate" means any affiliated body corporate of TELUS Corporation as defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest.
14. **This Agreement runs with the Lands.** Notwithstanding anything contained in this Agreement to the contrary, neither the Owner nor any future owner of the Lands or any portion of the Lands shall be liable under any of the covenants and agreements contained herein where such liability arises by

reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.

15. **This** Agreement and the provisions thereof are subject to the provisions (including regulations) of the *Telecommunications Act* S. C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Commission Act* R.S.C. 1985, c.C-22 and their successor legislation, as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

END OF DOCUMENT