



1. Application

**Teresa Ann Lee - City of Nanaimo**  
**455 Wallace Street**  
**Nanaimo BC V9R 5J6**  
**250-755-4507**

2. Description of Land

PID/Plan Number	Legal Description
<b>000-255-696</b>	<b>LOT A, SECTION 17, RANGE 7, MOUNTAIN DISTRICT, PLAN 33741</b>
<b>008-882-177</b>	<b>LOT 5, BLOCK 8, SECTION 17, RANGE 7, MOUNTAIN DISTRICT, PLAN 526</b>
<b>008-881-987</b>	<b>LOT 7, BLOCK 8, SECTION 17, RANGE 7, MOUNTAIN DISTRICT, PLAN 526</b>

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		

4. Terms

Part 2 of this instrument consists of:

**(a) Filed Standard Charge Terms      D F Number: ST100090**

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)**

6. Transferee(s)

**CITY OF NANAIMO**  
**455 WALLACE STREET**  
**NANAIMO BC V9R 5J6**

7. Additional or Modified Terms



## 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

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YYYY-MM-DD

**The Board of Education of School  
District No. 68 (Nanaimo-  
Ladysmith)**

By their Authorized Signatory

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**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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ST100090

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**STANDARD CHARGE TERMS****FILED BY:** City of Nanaimo**WHEREAS:**

- A. The Transferor is the registered owner, or is entitled to become the registered owner, of the lands and premises more particularly described in page 1 of the attached Form C (the "Lands");
- B. To facilitate the installation of a system of sewerage works or waterworks or drainage works, including all related pipes, valves, fittings and facilities, or hydro electric works including all related wires, poles, conduits and other facilities or any combination of the above (the "Works"), the Transferor has agreed to permit the construction by the Transferee of the Works on a portion of the Lands and to grant for those purposes the rights-of-way in this Agreement;
- C. The Transferor has agreed to grant to the Transferee rights-of-way through, under and across the Lands on the terms and conditions set out below;
- D. These rights-of-way are necessary for the operation and maintenance of the Works.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), and in consideration of the covenants and conditions in this Agreement to be observed and performed by the Transferee and for other valuable consideration:

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**PARAGRAPH 1 – GRANT OF RIGHT OF WAY TO ACCOMMODATE THE WORKS****1.1 THE PARTIES COVENANT AND AGREE** as follows:

- (a) The Transferor grants, conveys, confirms and transfers, in perpetuity, unto the Transferee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Lands.
- (b) As soon as reasonably practical after the construction and installation of the Works upon the Lands, the Transferee may and shall cause to be delivered to the applicable Land Title Office for deposit under the Land Title Act a plan of right-of-way defining that part of the Lands required by the Transferee for the accommodation of the Works (the "Right-of-Way Plan"), and immediately after deposit of the Right-of-Way Plan the Transferee shall release the rights granted in this Agreement over all of the Lands not within the right-of-way shown on the Right-of-Way Plan. Thereafter the rights granted in this Agreement shall only apply to the part of the Lands shown outlined and marked on the Right-of-Way Plan (the "Works Right-of-Way").

- (c) The Transferee shall be entitled, for itself and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment, and materials, at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstructions now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Transferee in relation to the Works for the purposes aforesaid and upon, over, under and across the Works Right-of-Way.
- (d) The Transferor transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor, have prior to this Agreement established or constructed or maintained or operated within the Works Right-of-Way, and in relation to any similar Works previously constructed by any party within the Works Right-of-Way.
- (e) The Works referred to above, together with all related pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used shall constitute the Works.
- (f) Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Works Right-of-Way by the Transferee shall at all times be and remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time be removable in whole or in part by the Transferee.
- (g) If the Transferee abandons the Works or any part of the Works then the Transferee may, if it so elects, leave the whole or any part of the Works in place.

**1.2 THE TRANSFEROR COVENANTS AND AGREES as follows:**

- (a) The Transferor will not, nor permit any other person to erect, place, install or maintain any buildings, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Works Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to the Works.
- (b) The Transferor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular will not carry out any blasting on or adjacent to the Works Right-of-Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld.
- (c) The Transferor will not substantially add to or diminish the soil cover over any of the Works installed in the Works Right-of-Way and in particular, without limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Works Right-of-Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld.

**1.3 THE TRANSFeree COVENANTS AND AGREES** as follows:

- (a) The Transferee will not bury any debris or rubbish of any kind in the excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds.
- (b) The Transferee will thoroughly clean the Works Right-of-Way of all rubbish and construction debris created or placed on the Lands by the Transferee and will leave the Works Right-of-Way in a neat and clean condition.
- (c) The Transferee will, as soon as weather and soil conditions permit, and so often as it may exercise its rights to the Works Right-of-Way, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to the Lands or the Works Right-of-Way, PROVIDED HOWEVER the Transferee is not required to restore any trees or other surface growth but the Transferee will leave the Works Right-of-Way in a condition which will not inhibit natural regeneration of such growth.
- (d) The Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Works Right-of-Way as possible.
- (e) The Transferee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Works Right-of-Way in the exercise of its rights under this Agreement.
- (f) The Transferee will, as far as reasonably possible, restore any fences, lawns, and flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Works Right-of-Way.

**PARAGRAPH 2 GENERAL TERMS****2.1 THE PARTIES COVENANT AND AGREE** as follows:

- (a) The Transferor will from time to time and at all times upon every reasonable request and at the cost of the Transferee 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 the Transferee of the rights granted in this Agreement.
- (b) No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of this Agreement and the Transferor may fully use and enjoy the Lands subject only to the rights and restrictions in this Agreement.
- (c) The covenants in this Agreement shall be covenants running with the land and none of them shall be personal or binding upon the Transferor, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall be seised or in which the Transferor shall have an interest, but that the Lands shall nevertheless, be and remain at all times charged with this Agreement.

- (d) If at the date of this Agreement the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of the Transferor's interest, and if the Transferor shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- (e) Where the expression "Transferor" includes more than one person, all covenants on the part of the Transferor shall be construed as being several as well as joint.
- (f) This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and assigns as the case may be.
- (g) Wherever the singular or masculine is used in this Agreement, it shall be construed as if the plural or the feminine or body corporate or politic, as the case may be, had been used, where the parties or the context so require and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
- (h) All provisions of this Agreement shall be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

**End of Document**



1. Application

**Teresa Ann Lee - City of Nanaimo**  
**455 Wallace Street**  
**Nanaimo BC V9R 5J6**  
**250-755-4507**

2. Description of Land

PID/Plan Number	Legal Description
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3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		

4. Terms

Part 2 of this instrument consists of:

**(a) Filed Standard Charge Terms**      **D F Number: ST100092**

A selection of (a) includes any additional or modified terms.

5. Transferor(s)

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)**

6. Transferee(s)

**CITY OF NANAIMO**  
**455 WALLACE STREET**  
**NANAIMO BC V9R 5J6**

7. Additional or Modified Terms



## 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

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YYYY-MM-DD

**The Board of Education of School  
District No. 68 (Nanaimo-  
Ladysmith)**

By their Authorized Signatory

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**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.



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ST 100092

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**STANDARD CHARGE TERMS**

FILED BY: City of Nanaimo

**WHEREAS:**

- A. The Transferor is the registered owner, or is entitled to become the registered owner, of the lands and premises more particularly described in page 1 of the attached Form C (the "Lands");
- B. The Transferee has installed, or is entitled to install on or more systems of sewerage works or waterworks or drainage works, including all related pipes, valves, fittings and facilities, or hydro electric works including all related wires, poles, conduits and other facilities or any combination of the above (the "Works") on the Lands, and the Transferor has agreed to permit ancillary access rights over all the Lands and to grant for this purpose the right-of-way in this Agreement;
- C. The Transferor has agreed to grant to the Transferee a right-of-way through and across the Lands on the terms and conditions set out below;
- D. This right-of-way is necessary for the operation and maintenance of the Works.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), and in consideration of the covenants and conditions in this Agreement to be observed and performed by the Transferee and for other valuable consideration:

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**PARAGRAPH 1 GRANT OF ACCESS RIGHT OF WAY OVER THE LANDS****1.1 THE TRANSFEROR COVENANTS AND AGREES** as follows:

- (a) The Transferor grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands as may reasonably be required for the purpose of ingress to and egress from the Works.
- (b) The Transferor grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all reasonable times to use such of the Lands as may reasonably be required for the purpose of installing, constructing, maintaining, inspecting, altering, removing replacing or repairing the Works.
- (c) The rights granted to the Transferee under paragraphs 2.1(a) and 2.1(b) of this Agreement shall together be referred to as the "Access Right-of-Way".

**1.2 THE TRANSFEEE COVENANTS AND AGREES as follows:**

- (a) The Transferee will not bury any debris or rubbish of any kind on the Lands and will remove shoring and like temporary structures as backfilling proceeds.
- (b) The Transferee will thoroughly clean all rubbish and construction debris created or placed on the Lands by the Transferee and will leave the portions it has used in a neat and clean condition.
- (c) The Transferee will, as soon as weather and soil conditions permit, and so often as it may exercise its rights to the Access Right-of-Way, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to the Lands, PROVIDED HOWEVER the Transferee is not required to restore any trees or other surface growth but the Transferee shall leave such lands in a condition which will not inhibit natural regeneration of such growth.
- (d) The Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible.
- (e) The Transferee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands in the exercise of its rights under this Agreement.
- (f) The Transferee will, as far as reasonably possible, restore any fences, lawns, and flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Access Right-of-Way.

**PARAGRAPH 2 GENERAL TERMS****2.1 THE PARTIES COVENANT AND AGREE as follows:**

- (a) The Transferor will from time to time and at all times upon every reasonable request and at the cost of the Transferee 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 the Transferee of the rights granted in this Agreement.
- (b) No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of this Agreement and the Transferor may fully use and enjoy the Lands subject only to the rights and restrictions in this Agreement.
- (c) The covenants in this Agreement shall be covenants running with the land and none of them shall be personal or binding upon the Transferor, save and except during the Transferor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Transferor shall be seised or in which the Transferor shall have an interest, but that the Lands shall nevertheless, be and remain at all times charged with this Agreement.

- (d) If at the date of this Agreement the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of the Transferor's interest, and if the Transferor shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- (e) Where the expression "Transferor" includes more than one person, all covenants on the part of the Transferor shall be construed as being several as well as joint.
- (f) This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and assigns as the case may be.
- (g) Wherever the singular or masculine is used in this Agreement, it shall be construed as if the plural or the feminine or body corporate or politic, as the case may be, had been used, where the parties or the context so require and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
- (h) All provisions of this Agreement shall be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

**End of Document**