

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

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NOTE - Before submitting this application for a charge, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water, and irrigation districts.

NATURE OF INTEREST: Right-of-Way (Nature of Charge) True Value: \$100.00

Herewith fees of \$ 11.00

Full name, address, telephone number of person presenting application:

BRITISH COLUMBIA TELEPHONE COMPANY
3777 Kingsway
Burnaby, B.C.
V5H 3Z7
Attn: Miss D.J. Moreton 432-3780

Dorcas J. Moreton
Signature of Authorized Agent

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GRANT OF EASEMENT

THIS INDENTURE made the 25th day of March, 19 82.

BETWEEN: BOSA BROS. CONSTRUCTION LTD.
of 4585 East Hastings Street
Burnaby, B. C.

(hereinafter called the "Grantor")

AND:

BRITISH COLUMBIA TELEPHONE COMPANY (Incorporation No. 1801A), a company duly incorporated by Special Act of the Parliament of Canada, and having its head office at 3777 Kingsway in the Municipality of Burnaby, in the Province of British Columbia

(hereinafter called the "Grantee")

OF THE ONE PART

OF THE OTHER PART

WHEREAS the Grantor is the owner of that certain parcel or tract of land and premises situate in the Municipality of Coquitlam in the Province of British Columbia, more particularly known and described as:

Lot 60 of District Lot 385 Group 1
Plan 62992 New Westminster District

(hereinafter called the "said lands")

AND WHEREAS it is necessary for the operation and maintenance of its undertaking as a public utility, the Grantee has requested the Grantor to grant an easement through, under and across the said lands:

AND WHEREAS the Grantor has agreed to grant to the Grantee an easement in the manner hereinafter more particularly expressed;

NOW IT IS HEREBY AGREED AS FOLLOWS:

FIRST: In consideration of the sum of One dollars (\$ 1) of lawful money of Canada now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged by the Grantor, and in consideration of the covenants by the Grantee herein contained, THE GRANTOR HEREBY GRANTS TO THE GRANTEE, its successors, assigns, and licensees in perpetuity the full and free Right-of-Way right, easement, and liberty for the Grantee, its servants, employees, agents and others Right of Way over the said lands for the following purposes:

- setting and installing poles (with all necessary guy lines and anchors therefor) straining, repairing, communication and electrical distribution cables thereon, and the renewal, repair, and removal of the same;
- digging, laying and installing underground telecommunication cables, ducts and electrical distribution facilities thereunder and the renewal, repairing, maintenance and removal of the same;
- the right to cut or trim such trees, (other than fruit trees) and to dig up the roots of such trees (other than fruit trees) as may be necessary to prevent interference with satisfactory and efficient telecommunication service and the transmission of electrical energy

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SECOND: The Grantee shall at all times, at its own cost, maintain and keep all equipment and works installed by it under the powers conferred by this easement in good repair and will indemnify the Grantor against any loss which may be suffered or sustained by him directly or indirectly arising from improper repair or non-repair of the said equipment and works.

THIRD: The Grantee agrees to indemnify the Grantor, his heirs, executors, administrators, successors and assigns, from any loss or damage resulting from bodily injury to or the death of employees, servants or agents of the Grantor arising from the Grantee's operations or use of equipment of any kind on any part of the said lands and premises or on the lands and ways immediately adjoining.

FOURTH: The Grantee shall compensate the Grantor for damage done to any buildings, crops, fences, timber and livestock on the lands of the Grantor by reason of the exercise of the rights hereby granted.

FIFTH: The Grantee agrees to defend in the name and on behalf of the Grantor and at the cost of the Grantee, any action at law which may be at any time brought against the Grantor on account of loss or damage to persons or property resulting from bodily injury to or the death of any person and for loss or damage to property of any person arising from the Grantee's operations or use of equipment of any kind on any part of the said lands and the Grantee will indemnify the Grantor, his heirs, executors, administrators, successors, and assigns against the liability imposed by law upon the Grantor in respect of any such loss or damage.

SIXTH: Notwithstanding any rules of law or equity, all equipment installed on, in or under the said lands by the Grantee shall at all times remain the property of the Grantee 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 Grantee.

SEVENTH: If the Grantee shall at any time abandon all or any of the said equipment, the Grantee may, if it so elects, leave the same in place on the said lands.

EIGHTH: The rights and liberties hereby granted shall run with the said lands and be binding at all times upon the Grantor and upon his heirs, executors, administrators, successors and assigns and the covenants and agreements hereby entered into by the Grantee shall be binding upon the Grantee, its successors and assigns.

NINTH: The rights, liberties and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Indenture, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and the Grantee has caused these presents to be executed by its authorized signatories first duly authorized in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

BOSA BROS. CONSTRUCTION LTD.

Witness

Address

Occupation

Authorized Grantor Signatory

Address

Authorized Grantor Signatory

Address

APPROVED
[Signature]
COUNSEL

APPROVED
[Signature]
REAL ESTATE
MANAGER

BRITISH COLUMBIA TELEPHONE COMPANY

Vice-President - Authorized Signatory

Assistant Secretary - Authorized Signatory