

LAND TITLE ACT
FORM C

(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

Page 1 of 11 pages

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

Company Name

Address (Inc. #)

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

(PID)

(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

Statutory Right-of-Way

Entire Instrument

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) (Grantor(s)):

Landowner 1, Occupation and Landowner 2, Occupation

6. TRANSFeree(S) (Grantee(s)): (including occupation(s), postal address(es) and postal code(s))*

Company Name

Address (Inc. #)

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interests(s) described in item 3 and the Transferor(s) (Grantor(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)

EXECUTION DATE

Party(ies) Signature(s)

Y M D

SEE ATTACHED

2009 / /

Landowner 1

AFFIDAVIT OF EXECUTION

2009 / /

Landowner 2

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., 1979, c. 116, 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 executions on additional page(s) in Form D.

GENERAL INSTRUMENT - PART 2

AGREEMENT made this _____ day of _____, 2009.

BETWEEN:

THE PARTY OF THE FIRST PART BEING DESCRIBED IN ITEM (5) OF FORM C

(Hereinafter called "The Grantor")
OF THE FIRST PART

AND:

THE PARTY OF THE SECOND PART BEING DESCRIBED IN ITEM (6) OF FORM C

(Hereinafter called "The Grantee")
OF THE SECOND PART

WHEREAS:

A) The Grantor is the registered owner, or entitled to become the registered owner of an estate in fee simple, subject, however, to such encumbrances, liens, or interest as are notified by memorandum herein or registered against the title thereto, in all that certain parcel or tract of land situated in the Province of British Columbia, being:

THE LAND AS DESCRIBED IN ITEM (2) OF FORM C

(Hereinafter referred to as "The Grantor's Land")

B) The Grantor has agreed to grant to the Grantee a Statutory Right-of-Way for the purpose of laying down and maintaining a pipeline and ancillary equipment necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of _____ (\$ _____) paid to the Grantor (the receipt whereof is hereby acknowledged by the Grantor) and in consideration of the mutual covenants and conditions hereinafter set forth THE GRANTOR DOES HEREBY GRANT AND TRANSFERS AND CONVEYS unto and to the Grantee the right, licence, liberty, privilege and easement by way of a STATUTORY RIGHT-OF-WAY on, over, under and through the GRANTOR'S LAND, to lay down, construct, operate, maintain, inspect, remove, replace, reconstruct and repair a pipeline or flowline as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of hydrocarbons, hydrocarbon products, water, nitrogen and other substances through or by means of the same, (together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the transportation and handling of

hydrocarbons, hydrocarbon products, water, nitrogen and other substances) and the right of ingress and egress, for all purposes incidental to the grant, and from the date hereof and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given.

Grantor and Grantee agree that the Grantee shall in laying down the initial pipeline in the exercise of the foregoing authority, the rights, licences, liberties, privileges and easement hereby granted, except as hereinafter otherwise specified, shall thereupon and thereafter be confined and restricted to the following portion of the GRANTOR'S LAND

As stipulated in Clause (1) and Clause (1A) of this agreement

(hereinafter called the "Right-of-Way")

Grantee shall have and is hereby given the right to use such portion of the Right-of-Way as may reasonably be required by the Grantee in connection with the construction, operation, maintenance, inspection, removal, replacement, reconstruction or repair of the pipeline and for ingress to and egress from the Right-of-Way for its servants, agents, contractors and subcontractors with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges herein granted for so long as Grantee desires to exercise the same.

The aforesaid rights and easement are hereby granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between Grantor and Grantee.

1) FILING PLAN OF SURVEY:

Grantor and Grantee mutually agree that when and so soon as the Grantee shall deposit a plan of the Right-of-Way based upon a survey in accordance with the requirements of the Land Title Act, R.S.B.C. 1979, and regulations of the Surveyor General in the proper Land Title Office, such plan and the survey upon which it is based defining the Right-of-Way hereinabove referred to shall in all respects thereafter establish, govern and define the Right-of-Way, and the remaining Grantor's Land shall, save as aforesaid, thereupon be released and discharged from the easement hereby granted.

The Registrar of Land Titles is authorized to make such entries in the register as may be necessary to give effect to the foregoing.

The Grantor accepts the accuracy of the said survey and the plan so deposited without examination or further approval and authorises the appropriate Registrar of Land Titles to accept the plan for deposit without his signature thereon.

1a) NON FILING OF SURVEY PLAN:

In the event the Grantee shall not have deposited a plan of the RIGHT-OF-WAY, as provided for in **Clause 1** above, over the Grantor's Land within three years from the date hereof, this easement and the rights, licences, liberties and privileges hereby granted shall thereupon terminate, and the Grantee agrees thereupon to execute and file such documents as may be necessary to effect a termination of its rights and interests in the Grantor's Land under this Agreement.

2) MANNER OF PAYMENT

The Grantee shall, upon filing the plan of the Right-of-Way, as provided for in Clause 1 above or prior to commencing any construction on the said lands, whichever occurs first, pay to the Grantor (Strike (a) or (b)):

(Lump Sum Payment)

(a) The lump sum of _____ (_____) Dollars for the Right-of-Way across the said lands, as shown on such plan.

-or-

(Annual Payment)

(b) The sum of _____ (_____) Dollars for the Right-of-Way across the said lands, as shown on such plan, and thereafter the sum of _____ (_____) Dollars to be paid in each and every year, and which sum will be reviewed every five (5) years.

The annual payment shall be made on or before the anniversary date hereof for a period of _____ (____) years, or until abandonment of the right of way, should such abandonment occur prior to the expiration of such period.

3) CLEARING OF RIGHT-OF-WAY:

The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing the said Right-of-Way of timber. The Grantee's use of the Grantor's Land contemplated herein is restricted to those uses and rights aforementioned herein. Any additional uses shall require the consent of the Grantor at the time of the proposed additional use.

4) PROTECTION OF RIGHT-OF-WAY:

The Grantor shall not, without the prior written consent of the Grantee (such consent not to be unreasonably withheld), excavate, drill install erect, construct or permit to be excavated, drilled, installed, erected or constructed, on or under the said Right-of-Way any pit, well, foundation, pavement, building or other structure, or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said Right-of-Way subject always to and so as not to interfere with the easements, rights and privileges hereby granted and conferred upon the Grantee. The Grantor will not be restricted from fencing across the Pipeline Right of Way if required at a later date.

5) DAMAGES:

The Grantee shall compensate the Grantor reasonable costs for damage done to any soil, buildings, crops, fences, timber and livestock on the said THE GRANTOR'S LAND whether or not within the Right of Way by reason of the exercise of the rights hereinbefore granted. The Grantee shall prevent and destroy weeds from entering onto the Grantor's land during pipeline construction and will assume all responsibility for the control of noxious weeds brought onto the Pipeline Right of Way by the Grantee.

6) LIABILITIES:

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, liens, suits, or actions arising out of the Grantee's operations now, or in the future on the Right-of-Way other than through the act or omission or wilful damage or gross negligence of the Grantor, its agents, servants, assigns, employees, or contractors.

7) DISPUTES SUBMITTED TO DISINTERESTED ARBITRATORS:

In the event of any disputes arising from the terms and conditions contained herein, which cannot be mutually agreed to, both parties can submit such disputes to arbitration and the matter at issue shall be determined by three disinterested arbitrators; one to be appointed by the Grantor, one by the Grantee, and the third by the two arbitrators so appointed. In any event, the arbitration costs shall be determined by the arbitrators. The decision of any two of such three arbitrators shall be final and conclusive unless the party appealing, shall, within THIRTY (30) DAYS after the date of the arbitration decision, cause a notice of appeal to be filed in the office of the Registrar of the County Court, in the judicial district in the Registrar of the County Court, in which the land is situated, PROVIDED THAT in all other respects, the provisions of arbitration legislation then in force in the Province of British Columbia shall apply to each submission.

8) ABOVE GROUND INSTALLATION:

The Grantee shall, so far as may be practicable locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within SIXTY (60) DAYS from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinbefore provided.

9) REMOVAL OF PROPERTY:

Notwithstanding any rule of law or equity, the Pipe (which term includes all pipelines, drips, valves, fittings, connections, meters and all other equipment and appurtenances brought on and/or erected upon or buried in or under said Right-of-Way of 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 and from time to time be removable in whole or in part by the Grantee, its successors and assigns.

10) DISCONTINUANCE AND ABANDONMENT:

In the event that the Grantee seeks to abandon the Pipe, the Grantee shall comply with all legislation and regulatory policy governing the removal of the Pipe or payment of compensation as maybe in force and effect at the date of the proposed abandonment.

11) QUIET ENJOYMENT & DRAINAGE:

The Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties and easements, hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the Right-of-Way for the purposes herein set forth. Notwithstanding the foregoing, it is agreed that the Grantee agrees not to interfere with or cause to interfere with that drainage without prior written permission from the Grantor, and hereby agrees that any soil erosion problem caused by the pipeline or its appurtenances or by the construction of same will be immediately rectified upon receiving written notice of same; and the Grantor hereby covenants to do all acts and execute all such further assurances as may be required to give effect to the within grant.

12) PIPE-LINES ACT:

Neither this Instrument nor anything herein contained shall affect or prejudice the Grantee's statutory rights, present or future, to acquire the said Right-of-Way or any other portion or portions of THE GRANTOR'S LAND under the provisions of the Pipe-Line Act of British Columbia or any other laws, which rights the GRANTEE MAY EXERCISE IN ITS DISCRETION.

13) NECESSARY WORKS TO BE CARRIED OUT:

Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ore, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said Right-of-Way except only the part thereof that is necessary to be dug, carried away or used in the construction of the works of the Grantee.

14) INTEREST IN LAND:

If at the date hereof the Grantor is not the sole owner of the GRANTOR'S LAND, this Instrument shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater or the entire interest this Instrument shall likewise extend to such after-acquired interest.

The Grantor has received a notice pursuant to Section 87 of the National Energy Board Act, R.S.C. 1985, c.N-7, prior to the execution of this Agreement.

15) NOTICES:

All notices to be given hereunder may be given personally, by electronic means or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by the addressee seven (7) days after mailing thereof, postage prepaid.

16) ADDRESSES:

Unless changed by written notice, the addresses of the parties are:

Company: **Company Name**
 Address
 Address
 Postal Code

Telephone: ()

Owner: **Landowner 1**
 Landowner 2
 Address
 Address

Telephone: ()

17) NUMBER AND GENDER:

Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, has been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological change thereby rendered necessary had been made.

18) DEFAULT:

Notwithstanding anything herein contained to the contrary, the Grantee shall not be in default in the performance of any of its covenants or obligations under this Agreement, unless and until the Grantor has notified the Grantee in writing of such default and the Grantee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a default shall not constitute a commencement of action to remedy the said default.

19) FORCE MAJEURE:

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee.

20) ADDITIONAL TERMS:

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed by the Grantor and the Grantee.

21) ASSIGNMENT:

All the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns of the Grantor and the Grantee respectively.

22) NON ENTRY BY GRANTEE:

Should the Grantee not enter upon the Grantor's land, except for survey purposes, within **365 Days** of the date of this Statutory Right-of-Way agreement, the Grantee shall pay to the Grantor the sum of ----- **Five Hundred** ----- **(\$500.00)** Dollars for the right to survey and all other inconveniences and the said Statutory Right-of-Way agreement shall terminate.

23) TAXES:

The Grantee shall promptly pay and satisfy all taxes, rates and assessments that may be levied against the Pipeline Right of Way on the Grantor's land.

- a) If the Grantor is a non-resident of Canada, the Grantor agrees that the Grantee may deduct income, withholding or other taxes from any payment to the Grantor in compliance with the provisions of the *Income Tax Act*, tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Grantee of the balance of the payment to the Grantor shall be deemed to constitute full performance by the Grantee in respect of such payment.

24) WORKING SPACE AREA:

The Grantor does hereby grant to the Grantee a temporary working space area as indicated on the attached Pipeline Individual Ownership Plan as shown outlined in green for the sum of **N/A** dollars required for temporary use during construction, installation and clean-up of the Pipeline Right of Way on the Grantor's land.

25) ENTIRE AGREEMENT

This Statutory Right of Way constitutes the entire agreement between the parties. Any additional terms or conditions shall be attached as Exhibit **A** and shall form part of this Statutory Right of Way.

EXHIBIT " A "

Attached to and made part of an Agreement dated this _____, day of _____, 2009 between **Landowner 1 and Landowner 2** Grantor and **Company Name** as Grantee.

Additional Terms and Conditions:

1. **Landowner to be contacted prior to construction.**
2. **Equipment used to construct pipeline Right of Way to be cleaned prior to entry onto land.**
3. **Pipeline Right of Way to be left ready to be seeded.**

IN WITNESS WHEREOF the parties have caused this agreement to be executed the day and year first above written.

SIGNED AND DELIVERED

by the Owner in the presence of:

_____)	_____
(Signature of Witness))	Landowner 1
)	
)	
)	
_____)	_____
(Signature of Witness))	Landowner 2
)	
)	
Roy Northern Land Service Ltd.)	
207, 10139 . 100 Street, Fort. St. John, BC)	
Ph: (250) 261-6644 Fax: (250) 261-6915)	
)	
_____)	
(Business Address of Witness))	
(Roy Northern File:))	

by a duly Authorized Signatory
of **COMPANY NAME**

Per: _____
(Authorized Signatory)

Per: _____
(Authorized Signatory)

I O P

PROVINCE OF
BRITISH COLUMBIA

IN THE MATTER OF:
PID NO.

AFFIDAVIT OF EXECUTION

I, _____ of the City of Fort St. John, in the
Province of British Columbia, do solemnly declare:

1. THAT I am 16 years of age or older and am acquainted with the person named in the instrument as the Transferor(s), namely **Landowner 1 and Landowner 2**
2. I am acquainted with the signature(s) of the Transferor(s) and believe that the signature subscribed to the instrument are the signatures of the Transferor(s).
3. The signature of the Transferor(s) were not certified by an officer under Part 5 of the Land Title Act, R.S.B.C., 1996, c. 250 because:
 - (a) it is unreasonable to require the Transferor(s) to attend before such office because the instrument could only be executed in a remote location, well after business hours and far removed from access to an Office available to certify Transferor(s) signatures;
4. That I make this Affidavit in support of an application that the Registrar of Land Titles exercise discretion pursuant to section 49 of the Land Title Act, and not require the certification of an Officer to the signatures on the attached document.

SWORN before me at the City of _____)
 _____ in the Province _____)
 of British Columbia the _____)
 _____ day of _____, 2009. _____)
 _____)
 _____)
 _____)

Notary Public in and for the
Province of British Columbia

 - Land Agent
 Roy Northern Land Service Ltd.

END OF DOCUMENT