

TAKE-OVER AGREEMENT

Dear Customer:

(Legal description of Property) ("Property")

(Attach a sketch showing the electrical distribution line being taken over)

You hereby transfer to BC Hydro all your title and interest in the overhead electrical distribution line ("Line") on the Property, and BC Hydro agrees to own, operate and maintain the Line, on the following terms and conditions:

1. You will construct or upgrade the Line in accordance with standards approved by BC Hydro.
2. If required by BC Hydro you will provide BC Hydro with a registerable right of way over the Property by executing BC Hydro's standard right of way agreement. The right of way agreement may be blanket in form. The right of way will be provided without any cost to BC Hydro.
3. You agree to pay an inspection fee to BC Hydro prior to take-over of the Line.
4. At all times, you will provide and maintain unobstructed vehicular access to the Line by BC Hydro bucket trucks for the purposes of construction, installation, maintenance, repair, operation, removal, vegetation management, emergency response, and the performance of all other obligations required to be performed by BC Hydro.
5. You will obtain approval from BC Hydro before making any attachments to the poles or changes to the drainage or grade in the areas immediately adjacent to the poles.
6. You will promptly report to BC Hydro any damage to the Line or any condition likely to be hazardous to the Line, persons or property.
7. At all times, you will at your own expense clear the part of the Property that is located within 5 metres of the nearest primary voltage conductor and keep it clear of all trees and growth. However, you will promptly contact BC Hydro to remove or trim any tree that has, or that might, come into contact with the Line and will allow BC Hydro or its contractor to remove that tree or growth to the full extent deemed necessary by BC Hydro. You will pay for the costs of all removal or trimming performed by

BC Hydro or its contractor on the Property and you will dispose of all cuttings and trimmings.

8. You will not construct or place any structures or obstructions, or plant or place any vegetation that may contact the poles/lines, within 6 metres of either side of the center of the alignment of the Line.
9. You will pay the cost of any relocation or modification of the Line if the relocation or modification is done at your request, or if it is made necessary by any activity or construction on the Property or by your failure to comply with any provision of this agreement.
10. You represent and warrant that you are the legal and beneficial owner of the Line and that the Line is free and clear of all financial encumbrances.
11. You agree that if at any time you fail to comply with any provision of this agreement, BC Hydro may at its option, without notice to you, cancel this agreement and transfer ownership of and responsibility for the Line back to you at which time you will be subject to the requirements of the Canadian Electrical Code.

If you agree with the above terms and conditions, please sign in the space provided below and return two copies to me. This agreement will not be effective until I have received two signed copies from you and it has been signed by BC Hydro.

(Customer's signature)

(Local Manager's signature)

Date _____

Date _____

Name of Contractor (if applicable)

Electrical Permit #

SRW Registration Number
(if applicable)

FWO and/or ESO Number