

6/6

TITLE ACT
EV082006

25 JUL 2003 14 36

EV081999

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use) PAGE 1 of 13 pages

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

File: 58775 **Cardinal Law, Lawyers & Notaries**
760 Hillside Avenue, Victoria BC V8T 1Z4 (250) 386 8707

signature of applicant, applicant's solicitor or agent

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

(PID) (LEGAL DESCRIPTION)
(New, for Lots 1-6) Lots 1, 2, 3, 4, 5 and 6, Block 1399, Oyster District, Plan VIP 75559; District Lot 143, Oyster District; and that part of District Lot 110, and of unsubdivided land, Oyster District, containing 27.99 acres more or less, as shown on Plan 13 R/W

3. NATURE OF INTEREST:*

DESCRIPTION
Easement
Statutory right of way

DOCUMENT REFERENCE
(page and paragraph)
Entire Instrument
Page 7, paragraph 5

PERSON ENTITLED TO INTEREST
Transferee
Town of Ladysmith

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- There is no Part 2 of this instrument

02 03/07/25 14:38:46 02 VI 504840
CHARGE \$440.00

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):*

1399 DEVELOPMENTS, INC. (Inc. no. 642093), of Foot of Hallowell Road, P.O. Box 219, Victoria, BC, V8W 2M6; and **THE TOWN OF LADYSMITH**, 410 Esplanade, P.O. Box 220, Ladysmith, BC V9G 1A2


6. TRANSFEREE(S): (including postal address(as) and postal code(s))*

1399 DEVELOPMENTS, INC. (Inc. no. 642093), of Foot of Hallowell Road, P.O. Box 219, Victoria, BC, V8W 2M6; and **THE TOWN OF LADYSMITH**, 410 Esplanade, P.O. Box 220, Ladysmith, BC V9G 1A2

7. ADDITIONAL OR MODIFIED TERMS: * N/A

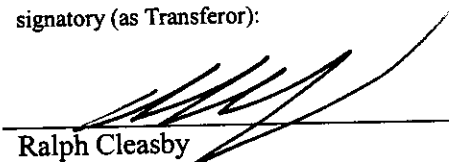
8. EXECUTION(S): **

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) Execution Date Party(is) Signature(s)


TIMOTHY A.C. SCHOBBER
Barrister • Solicitor • Notary Public
760 Hillside Avenue
Victoria, B.C. Canada V8T 1Z4
Phone (250) 386-8707

Y	M	D
03	7	22

1399 DEVELOPMENTS, INC. by its authorized signatory (as Transferor):


Ralph Cleasby

OFFICER CERTIFICATION: *1399*

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 executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Transferee
Signature(s)

Lynda Scrivener

COMMISSIONER
FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
BOX 220
LADYSMITH, BC
V0R 2E0

[Signature]
T.A.C.

TIMOTHY A.C. SCHOBER
Barrister • Solicitor • Notary Public
760 Hillside Avenue
Victoria, B.C. Canada V8T 1Z4
Phone (250) 386-8707

Lynda Scrivener
Lynda Scrivener

Y	M	D
03	07	23
03	7	22
03	07	23

THE TOWN OF LADYSMITH
by its authorized signatory (as Transferor):

[Signature]
ROBERT HUTCHINGS, MAYOR

[Signature]
PATRICK DURSHAN, MANAGER OF CORPORATE SERVICES
1399 DEVELOPMENTS, INC.
by its authorized signatory (as Transferee):

[Signature]
Ralph Cleasby

THE TOWN OF LADYSMITH
by its authorized signatory (as Transferee):

[Signature]
ROBERT HUTCHINGS, MAYOR
[Signature]
PATRICK DURSHAN, MANAGER OF CORPORATE SERVICES

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.

COMMISSIONER
FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
BOX 220
LADYSMITH, BC
V0R 2E0

TERMS OF INSTRUMENT—Part 2

THIS AGREEMENT, dated for reference July ____, 2003, is

BETWEEN:

1399 DEVELOPMENTS, INC. (Inc. no. 642093), of Foot of Hallowell Road, P.O. Box 219,
Victoria, BC, V8W 2M6

(“1399”)

AND:

THE TOWN OF LADYSMITH, 410 Esplanade, P.O. Box 220, Ladysmith, BC V9G 1A2

(“Ladysmith”)

RECITALS:

- A. As of the Effective Date, 1399 is developing a phased residential subdivision project and legally is the registered owner of land described as:
- a. Lots 1, 2, 3, 4, 5, and 6, Block 1399, Oyster District, Plan VIP 75559
(sometimes referred to individually by their lot numbers, for example, “Lot 1”).
- B. Ladysmith is the registered owner of land described as:
- a. District Lot 143, Oyster District (“DL 143”); and
 - b. That part of District Lot 110, and of unsubdivided land, Oyster District, containing 27.99 acres more or less, as shown on Plan 13 R/W (“13 RW”).
- C. Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, DL 143, and 13 RW are sometimes collectively called the “Land.”
- D. One or more roads (the “Road System”) will be constructed on certain portions of the Land (but excluding Lot 6) so that the occupiers of both the Dominant Tenement Lots and the Servient Tenement Lots (both defined below) will have access over the Road System to gain access to Colonia Drive.
- E. It is the intention of 1399 that it, or its successors in interest to Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 will dedicate the Road System to Ladysmith.
- F. In the meantime, Ladysmith and 1399 (collectively, the “Transferor”) as owners of the Servient Tenement Lots have agreed to grant the Easements described in this instrument to Ladysmith and 1399 (collectively, the “Transferee”) as owners of the Dominant Tenement Lots to facilitate the joint use of the Road System.
- G. The location of the part of the Road System running from approximately the northerly boundary of Lot 1 to a point along the easterly boundary of Lot 1 is within a defined area (which is referred to in this instrument as the “Defined Area” and is defined below).

- H. The location of the portion of the Road System that will branch off from the Defined Area and run to the southerly boundary of Lot 1, across Lot 2 and on Lot 3 has not yet been defined, and in that regard, this instrument will create a blanket Easement.
- I. The location of the portion of the Road System that will commence at a point on the westerly boundary of DL 143 abutting the Defined Area and run easterly across 13 RW, Lot 4 and onto Lot 5 has not yet been defined, and in that regard, this instrument will create a blanket Easement.
- J. There is a trail that runs from Lot 6 onto Lot 2 and to the peak of a hill on Lot 2.
- K. Ladysmith wants 1399 to transfer to it Lot 6 so that it can dedicate Lot 6 as a park, and 1399 is prepared to do that.
- L. Ladysmith desires the public to have the right to use the portion of the trail on Lot 2 for recreational purposes, and 1399 has agreed to grant an statutory right of way to accomplish that in this instrument.
- M. There is a logging road in existence that crosses Lot 6, allowing Lot 5 access to Block 192, Oyster District, to the South.
- N. 1399 wishes to grant an easement to preserve Lot 5's access to the logging road mentioned in the preceding recital, both for logging operations and general access.

AGREEMENT

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the Transferee to the Transferor (the receipt of which is acknowledged by the Transferor), and in consideration of the promises exchanged below, the Transferor covenants and agrees with the Transferee as follows:

1. INTERPRETATION

- (a) This Agreement shall be interpreted so that:
- (i.) "Agreement" means this instrument;
- (ii.) "Blanket" means that the area that is subject to an Easement is, subject to the terms of this instrument, the entire Servient Tenement Lot.
- (iii.) "Defined Area" means the area described as "Easement Area – 0.998 ha" on an Explanatory Plan of Easement over part of Lot 1, Block 1399, Oyster District, Plan VIP ~~75559~~, Plan VIP 75562, certified by Peter I. M. Broeren, B.C.L.S. on July 4, 2003, filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule A.
- (iv.) "Dominant Tenement Lots" means those lots as real property for which the benefit of the Easement in this instrument is granted.
- (v.) "Easement" means the easement, or easements granted by the Transferor to the Transferee in this Agreement, and in particular contained in sections 2 and 8;
- (vi.) "Effective Date" is the date of registration of this Agreement at the Victoria Land Title Office;
- (vii.) "Land" has the meaning set out in recital C.

- (viii.) "Right of Way Area" means the area described as "Right of Way Area – 0.152 ha" on an Explanatory Plan of Right of Way over part of Lot 6, Block 1399, Oyster District, Plan VIP 75557, Plan VIP 75561, certified by Peter I. M. Broeren, B.C.L.S. on July 4, 2003, filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule B.
- (ix.) "Road System" has the meaning set out in recital D.
- (x.) "Servient Tenement Lots" means those lots as real property in, over and upon which the Easements in this instrument are granted.
- (xi.) "Utilities" means utilities works and services of all kinds including, without limitation, water, sanitary sewer, storm sewer, electricity, natural gas, telephone, cablevision and street lighting but shall not include above-ground power poles and transmission lines.
- (xii.) The expressions "Transferor" and "Transferee" include the heirs, executors, administrators, successors and assigns of the parties wherever the context so admits and "Transferor" includes any owner from time to time of any part of the Servient Tenement Lots and "Transferee" includes any owner from time to time of any part of the Dominant Tenement Lots; and
- (xiii.) References to laws include regulations enacted in relation to such laws, successor or replacement laws and subsequent amendments.
- (xiv.) Words importing the singular number only will include the plural and vice versa and words importing any gender will include all genders and words importing individuals will include firms and corporations and vice versa.

2. GRANT OF EASEMENT (ROAD SYSTEM & UTILITIES)

- (a) The Transferor as owner of the Servient Tenement Lots (as defined below) grants in favour of the Dominant Tenement Lots (as defined below) the non-exclusive right and liberty at all times, in common with the Transferor and all others having a like right, for the Transferee as owner of the Dominant Tenement Lots, its servants, agents and those authorized by it at all times with and without vehicles and equipment to enter upon and cross:
- (i.) those portions of the Servient Tenement Lots contained within the Defined Area; or (subject to the terms of this instrument)
- (ii.) the entirety of the Servient Tenement Lots;
- for the purposes of:
- (1) constructing, operating, inspecting, maintaining, repairing and replacing from time to time the Road System and Utilities (provided that Utilities shall be located within the boundaries of the Road System); and
- (2) access to and egress from the Dominant Tenement Lots and use of the Utilities.

(b) The grant of Easement above is over each of the Servient Tenement Lots in favour of one or more of the Dominant Tenement Lots in respect of the Areas referred to, as follows:

	AREA	SERVIENT TENEMENT LOTS	DOMINANT TENEMENT LOTS
<i>EV82000</i>	Defined Area	Lot 1	Lot 2, Lot 3, DL 143, 13 RW, Lot 4, Lot 5
<i>EV82001</i>	Blanket	Lot 1	Lot 2 and Lot 3
<i>EV82002</i>	Blanket	Lot 2	Lot 3
<i>EV82003</i>	Blanket	DL 143	13 RW, Lot 4, Lot 5
<i>EV82004</i>	Blanket	13 RW	Lot 4, Lot 5
<i>EV82005</i>	Blanket	Lot 4	Lot 5

(c) All covenants of the Transferor under this Agreement and any rights, duties or responsibilities of the Transferor as specified in this Agreement shall be deemed to be granted in respect of each Servient Tenement Lot in favour of the owner of each parcel that is, in respect of such Servient Tenement Lot, a Dominant Tenement Lot.

3. TRANSFEROR'S OBLIGATIONS (ROAD SYSTEM & UTILITIES)

(a) The Transferor, as owner of the Servient Tenement Lots, shall:

- (i.) other than in the course of reasonable use of the Road System and Utilities for the purposes set out in section 2, not do, or permit to be done, any act or thing that might unreasonably restrict the exercise of the rights granted to the Transferee, as owner of the Dominant Tenement Lots, under section 2 of this Agreement;
- (ii.) trim or, if necessary, cut down any tree or other growth on the relevant Area (as defined in section 2(b)) that constitutes at any time a material danger or obstruction to those using the Road System or Utilities;
- (iii.) exercise reasonable care to not damage the Road System (reasonable wear and tear excepted) and if the Transferor should cause any such damage, at the Transferor's sole expense restore the Road System and Utilities thereon to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch; and
- (iv.) permit the Transferee to peaceably hold and enjoy the rights granted by this Agreement.

4. TRANSFEEE'S OBLIGATIONS (ROAD SYSTEM & UTILITIES)

(a) The Transferee, as owner of the Dominant Tenement Lots, shall:

- (i.) use the Road System and Utilities only for the purposes set out in section 2;

- (ii.) not do, or permit to be done, any act or thing that might unreasonably interfere with the Transferor's use of the relevant Servient Tenement Lot (including the Road System and Utilities); and
 - (iii.) exercise reasonable care to not damage the relevant Servient Tenement Lot, the Road System and Utilities (reasonable wear and tear excepted), or any improvements on the relevant Servient Tenement Lot and if the Transferee should cause any such damage, restore at the Transferee's sole expense such land, the Road System and Utilities or other improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the Transferee deems restoration to be impractical, reimburse the Transferor for all damage the Transferee has caused but not restored.
- (b) Without restricting the generality of the foregoing, the Transferee and its servants, agents and those authorized by it will not obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of any part of the relevant Servient Tenement Lot by its owner, and that owner's servants, agents, tenants, invitees and licensees and others having like rights over any part of the Servient Tenement Lot except as may reasonably be required to exercise the rights granted to the Transferee under this Agreement.

5. GRANT OF RIGHT OF WAY (TRAIL)

- EV 82006*
- (a) 1399, as Transferor and owner of Lot 2, grants in favour of Ladysmith as Transferee the non-exclusive right of way for the Transferee, its servants, agents and those authorized by it who shall include the general public, at all times without motor vehicles (except for maintenance purposes) to enter upon and cross Lot 2 for the purpose of enjoying an existing walking trail (the "Trail") at all times in common with the Transferor and all others having a like right.
 - (b) The Transferor reserves the right to relocate the Trail to such location as it determines, provided that the Trail shall terminate at a point on the boundary of Lot 2 and Lot 6 that abuts the current location of the Trail on Lot 6 (unless the owner of Lot 6 consents to a different location).

6. TRANSFEROR'S OBLIGATIONS (TRAIL)

- (a) The Transferor shall:
 - (i.) not do, or permit to be done, any act or thing that might unreasonably restrict the exercise of the rights granted to the Transferee, its servants, agents and those authorized by it who shall include the general public, under this Agreement under section 5;
 - (ii.) exercise reasonable care to not damage the Trail (reasonable wear and tear excepted) and if the Transferor should cause any such damage, at the Transferor's sole expense restore the Trail thereon to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch; and
 - (iii.) permit the Transferee to peaceably hold and enjoy the rights granted by this Agreement.

7. TRANSFEEE'S OBLIGATIONS (TRAIL)

- (a) The Transferee shall:
 - (i.) permit the use of the Trail only for recreational walking and non-motorized bicycling; and

- (ii.) exercise reasonable care to not damage Lot 2, the Trail (reasonable wear and tear excepted), or any improvements on Lot 2 and if the Transferee should cause any such damage, restore at the Transferee's sole expense such land, the Trail or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch, or, where the Transferee deems restoration to be impractical, reimburse the Transferor for all damage the Transferee has caused but not restored.
- (b) Without restricting the generality of the foregoing, the Transferee and its servants, agents and those authorized by it will not obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of any part of Lot 2 by the Transferor, its servants, agents, tenants, invitees and licensees and others having like rights over any part of Lot 2 except as may reasonably be required to exercise the rights granted to the Transferee under this Agreement.

8. GRANT OF EASEMENT (LOGGING ROAD)

- (a) 1399, as Transferor, as owner of Servient Tenement Lot 6, grants in favour of the Transferee, as owner of Dominant Tenement Lot 5, the non-exclusive right and liberty by way of easement at all times in common with the Transferor and all others having a like right, for the Transferee, its servants, agents and those authorized by it at all times with and without vehicles and equipment to enter upon and cross the Right of Way Area, for the purpose of access across the Right of Way Area, both for logging operations and general access.

EV 81999
V1P25561

9. TRANSFEE'S AND TRANSFEROR'S OBLIGATIONS (LOGGING ROAD)

- (a) The Transferee, as owner of Dominant Tenement Lot 5, shall have same obligations, with the necessary changes read in, as are contained in section 4.
- (b) The Transferor, as owner of Servient Tenement Lot 6, shall have same obligations, with the necessary changes read in, as are contained in section 3.

10. SUBDIVISION

- (a) If the Dominant Tenement Lots and Servient Tenement Lots, or either of them, are subdivided, either wholly or in part, at any time either under the provisions of the *Land Title Act* or the *Strata Property Act*, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be:
 - (i.) the benefit of the Easement will be annexed to each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and will continue to be annexed to the remainder, if any, of the Land subdivided;
 - (ii.) if the subdivision is by strata plan, the benefit or burden may be annexed to the common property of the strata corporation;
 - (iii.) the burden of the Easement will continue to be attached to and charge each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the lot subdivided; and
 - (iv.) no consent of the Transferor or the Transferee or the owner or owners for the time being of the Dominant Tenement Lots and Servient Tenement Lots, or either of them, to any such subdivision will be required but, nevertheless, without restricting the generality of the

foregoing, the Transferor and the Transferee agree each with the other that each will execute and deliver in registrable form any and all documents and plans, and that it will do all things reasonably necessary in order to give effect to this clause or to expedite or facilitate any subdivision or subdivisions from time to time of the Dominant Tenement Lots and Servient Tenement Lots, or either of them, in whole or in part.

- (b) It is further understood that the Road System is likely to be built in stages, as subdivisions are created from the Land and serviced, and an owner of such a new subdivision shall be obliged to extend the Road System to the boundary of the subdivision in the manner contemplated by recitals G, H, and I, if the best route for the Road System is through that subdivision.

11. TERM OF EASEMENT

- (a) Subject to the terms of this Agreement, the Transferee, as owner of the Servient Tenement Lots, is entitled to the benefit of this Easement in perpetuity.
- (b) To the extent that:
- (i.) The Road System has been built over a particular legal parcel (whether one described in this instrument or one subsequently created by subdivision, and in either case called the "Subject Lot" in this section) in a manner that reasonably achieves the purpose contemplated by section 2(a) for the Dominant Tenement Lot(s) over the Subject Lot; and
- (ii.) Ladysmith or another government body accepts the dedication of the portion of the Road System located on the Subject Lot as public road,

this Easement shall terminate and forthwith be discharged from title to the Subject Lot. To that end, the Transferee, as owner of the relevant Dominant Tenement Lot or Lots covenants to forthwith on request by an owner of the Subject Lot, and at the expense of such owner, execute a discharge of this Easement in a form that may be registered at the Land Title Office, or at the option of Ladysmith endorse the plan that effects such dedication, in relation to the Subject Lot (except in relation to the statutory right of way for the Trail granted in section 5).

- (c) Provided that Ladysmith permanently assures access over the Right of Way Area, or another suitable area of Lot 6, to the Transferee, as owner of the Dominant Tenement Lot 5, by bylaw or by creation of a public road across the Right of Way Area (or another suitable area of Lot 6), the Transferee shall upon the request of Ladysmith and at Ladysmith's expense, execute a discharge of that Easement in a form that may be registered at the Land Title Office, or at the option of Ladysmith endorse a plan that effects a dedication of Lot 6 as park.

12. NOTICES

- (a) Any notice, invoice, demand or other communication required to be given hereunder will be in writing and will be delivered by the party giving the same to the party receiving the same at the address of the party to whom such notice, invoice, demand or other communication is to be given appearing on a then-current certificate of title relating to the Dominant Tenement Lots or the Servient Tenement Lots (whichever is relevant) and will be deemed to have been given and received when so delivered.

13. SEVERABILITY

- (a) If any term or provision hereof is judicially declared to be invalid, illegal or unenforceable, that term or provision will be severed from this Agreement and will not affect the validity, legality or enforceability of any of the remaining terms and provisions hereof.

14. ARBITRATION

- (a) All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationships associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre, and in connection with that:
- (i.) the appointing authority shall be the British Columbia International Commercial Arbitration Centre;
 - (ii.) the arbitration will be conducted by a single arbitrator unless the parties agree otherwise;
 - (iii.) the case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Shorter Rules for Domestic Commercial Arbitration";
 - (iv.) the governing law and procedural law to be applied shall be the law of the province of British Columbia, interpreted as if all aspects of the subject matter of the arbitration were domestic to British Columbia;
 - (v.) the place of arbitration shall be Victoria, British Columbia, Canada, unless otherwise agreed in writing by the parties;
 - (vi.) the language of the arbitration will be English;
 - (vii.) the arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the failure of a party to comply with a procedural order made by the arbitrator;
 - (viii.) the decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom; and
 - (ix.) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (b) Subject to any written agreement to the contrary, any proceeding by way of good faith negotiations or arbitration undertaken in respect of a dispute under this Agreement shall be carried to completion without recourse to any other mode of proceeding. In the case of good faith negotiations, that process shall be considered at an end after notice in writing by any party to this Agreement involved in the negotiations has been given to all other parties to the negotiations.

15. MUTUAL COVENANTS

- (a) It is mutually understood, agreed and declared by and between the parties hereto:
- (i.) that this Agreement shall take effect from the Effective Date;

- (ii.) that each of the parties will from time to time and at all times upon every reasonable request and at the cost and charge of the party so requesting same, do and execute or cause to be made, done or executed, all such further and lawful acts, deeds, things, devises, conveyances and assurances in law whatsoever as may be reasonably required to effectually carry out the intent of this Agreement;
- (iii.) that the covenants in this Agreement will be construed as running with the Servient Tenement Lots and annexed to and benefitting the Dominant Tenement Lots and that no part of the fee of the soil of any of the Servient Tenement Lots will pass to or be vested in the Transferee under or by virtue of this Agreement;
- (iv.) that the Transferor is only liable for breaches of this Agreement that occur while the Transferor is the registered owner of any of the Servient Tenement Lots;
- (v.) that the Transferee is only liable for breaches of this Agreement that occur while the Transferee is the registered owner of any of the Dominant Tenement Lots;
- (vi.) that an alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement;
- (vii.) that this Agreement is the entire agreement between the parties regarding its subject; and
- (viii.) by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

**EXPLANATORY PLAN OF EASEMENT OVER PART OF LOT 1,
BLOCK 1399, OYSTER DISTRICT, PLAN VP
PURSUANT TO SECTION 99(1)(e) OF THE LTA.**

**PLAN VP
SCHEDULE A**

Deposited in the Land Title Office at Victoria,
B.C. this ___ day of _____, 2003.

Deputy Registrar

STRATA PLAN
VS2822

PLAN

COLONIA
DRIVE

VP

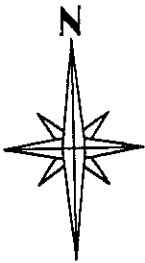
PARK

LEGEND

Grid bearings were derived from Plan VP



BCCS 92B.091



PLAN

VP

SRW PLAN
38907

BLOCK

1399

DL
143

PLAN 13 R/W

DL
143

PLAN
597 R/W

CREEK

HOLLAND

This Plan lies within the
Cowichan Valley Regional District.

File: 0135PB-00
Archive: 00-FBMAX-EX2
ORRICK & ASSOCIATES
Land Surveying Ltd.
1-15 Coulson Avenue
Victoria, B.C. V8Z 1T3
TEL: 475-1515 FAX: 475-1516
email: terris@orrick.com

Certified Correct
this 4th day of July, 2003.
The plan was surveyed and checked, and the sheetlet
filed under ECP-2003, on the 4th day of July, 2003.

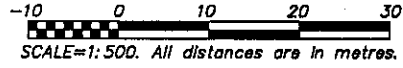
Peter I. M. Brown, B.C.L.S.

EXPLANATORY PLAN OF RIGHT OF WAY
OVER PART OF LOT 6, BLOCK 1399,
OYSTER DISTRICT, PLAN VP
PURSUANT TO SECTION 99(1)(e) LTA.

PLAN VP
SCHEDULE B

Deposited in the Land Title Office at Victoria,
 B.C. this ___ day of _____, 2003.

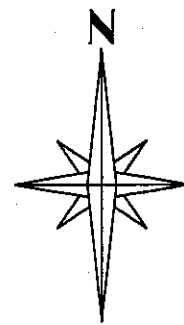
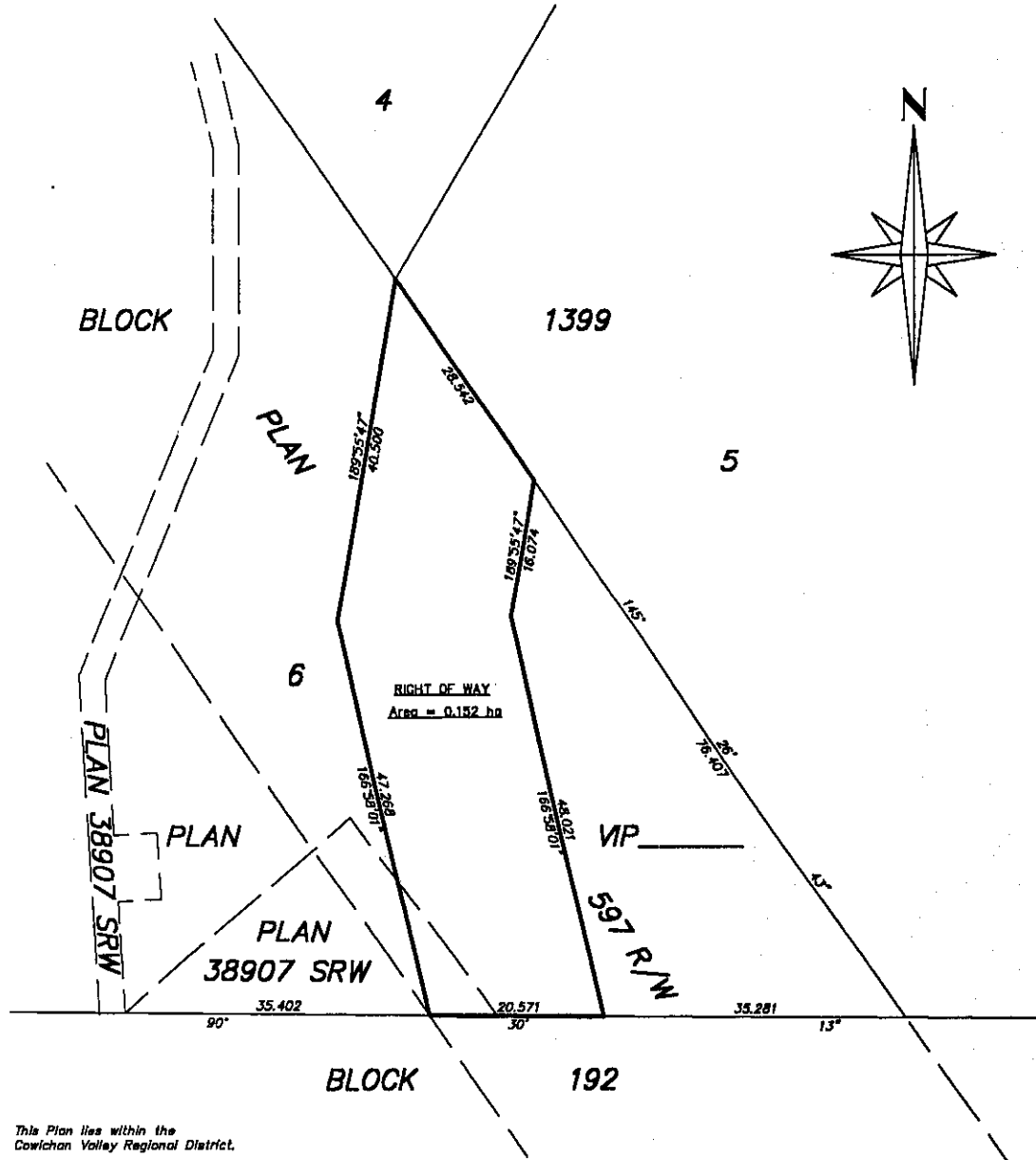
Deputy Registrar



BCGS 92B.091

LEGEND

Grid bearings were derived from Plan VP _____



This Plan lies within the
 Cowichan Valley Regional District.

File: 0136PB-OD
 Archive: OD-FIBMAX-EX
ORRICO & ASSOCIATES
 Land Surveying Ltd.
 1-15 Cadillac Avenue
 Victoria, B.C. V8Z 1T3
 TEL 475-1515 FAX 475-1516
 email: lorrico@vanisla.net

Certified Correct
 this 4th day of July, 2003.
 The plan was completed and checked, and the checklist
 filed under ECP-2872, on the 4th day of July, 2003.

Peter L. M. Broeren, B.C.L.S.

END OF DOCUMENT

25 JUL 2003 14 36

EV081999

Land Title Act

FORM 11(a)

(Section 99(1)(e), (j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

VIP75561


I, Timothy Schober, 760 Hillside Avenue, Victoria, British Columbia, Lawyer, the agent of 1399 Developments, Inc., of Foot of Hallowell Road, Victoria, British Columbia, the owner of a registered charge, apply to deposit reference/explanatory plan of Lot 6, Block 1399, Oyster District, plan VIP 75559

02 03/07/35 14:37:41 02 VI 504840
PLANS \$50.00

I enclose:

- 1. The reference/explanatory plan.
- 2. The reproductions of the plan required by section 67(s) (see below).
- 3. Fees of \$ 50.

DATED this 25 day of July, 2003.


SIGNATURE

NOTE: (i) Under section 67(s) the following reproductions of the plan must accompany this application:
(a) one blue linen original (alternatively white linen or original transparencies).
(b) one duplicate transparency.
(c) one whiteprint is required as a worksheet for the land title office.

(ii) The following further requirements may be necessary:
(a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has endorsed the plan under section 3 of the Agricultural Land Reserve Subdivision and Land Use Regulation (B.C. Reg. 448/98) under the Agricultural Land Commission Act.
(b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the Home Purchase Assistance Act is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan

EV81999

25 JUL 2003 *Hand Title Act*

EV082000

FORM 11(a)
(Section 99(1)(e), (f) and (k))

VIP75562


APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, Timothy Schober, 760 Hillside Avenue, Victoria, British Columbia, Lawyer, the agent of 1399 Developments, Inc., of Foot of Hallowell Road, Victoria, British Columbia, the owner of a registered charge, apply to deposit reference/explanatory plan of Lot 1, Block 1399, Oyster District, plan VIP 75559

I enclose:

- 1. The reference/explanatory plan. *02 03/07/25 14:37:50 02 11 504840*
PLAN *\$50.00*
- 2. The reproductions of the plan required by section 67(s) (see below).
- 3. Fees of \$ 50.

DATED this 25 day of July, 2003.


SIGNATURE

EV82006

NOTE: (i) Under section 67(s) the following reproductions of the plan must accompany this application:
(a) one blue linen original (alternatively white linen or original transparencies).
(b) one duplicate transparency.
(c) one whiteprint is required as a worksheet for the land title office.

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"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.