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RECEIVED  
LAND TITLE OFFICE  
LAND TITLE ACTA

EC131753

49596

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EC131753

1 # @ \$20  
same as next

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

APPLICATION FOR DEPOSIT OF REFERENCE  
OR EXPLANATORY PLAN (CHARGE)

I, JAMES PASUTA, Barrister & Solicitor, of P.O. Box 194, Ganges, B.C.  
VOS 1EO  
~~owner of a registered charge (or agent of~~ ANDREW PATRICK ERASER, Businessman,  
of P.O. Box 41, Ganges, B.C., VOS 1EO  
~~the owner of a registered charge)~~ apply to deposit reference/~~explanatory~~  
plan of Easements over parts of Lots 2, 3 and 4, Section 77 and part of Lot 5,  
Sections 76 and 77, South Salt Spring Island, Cowichan District, Plan 49595.

I enclose:

12/11/89 B0052c OTHR PL 20.00

1. The reference/explanatory plan.
2. The reproductions of the plan required by Section 67(u) (see below).
3. Fees of \$ 20.00.

*[Handwritten initials]*

Dated the 10th day of November, 1989.

*[Handwritten Signature]*  
Signature

c/o West Coast Title Search Ltd.

49596

~~FORM 11 (a)  
BUM G  
appl-  
lin-  
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Title Office~~

12/15 EC131753

APPLICATION  
**RECEIVED**  
LAND TITLE OFFICE  
VICTORIA

EC131753

**NATURE OF INTEREST:**

(1) FEE SIMPLE

MARKET VALUE: \_\_\_\_\_

(2) CHARGE

TRUE VALUE: Nominal

EASEMENT  
NATURE OF CHARGE

(3) CANCELLATION OF CHARGE

NATURE AND NUMBER OF CHARGE CANCELLED

HEREWITH FEES OF \$ 35.00

12/11/89 D0052c CHG NOM 35.00

As to (1) and (2) - FULL NAME, ADDRESS and OCCUPATION of person entitled to be registered as owner, if different than shown in instrument:

As to (3) - FULL NAME of person entitled to cancellation who or on whose behalf the application is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application:

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

JAMES PASUTA, Barrister & Solicitor  
P.O. Box 194, Ganges, B.C. V0S 1E0  
Telephone: 537-9995

FORM 1 (Section 70)  
**MEMORANDUM OF REGISTRATION**  
Application received on \_\_\_\_\_  
the day and time written herein  
R.D. JACQUES, Registrar of the  
Land Title Act, 1924

J. Spitzberg  
Signature of Applicant or Solicitor or Authorized Agent

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P.Id.#:

THIS INDENTURE made in triplicate this 4th day of August, in the year of our Lord one thousand nine hundred and eighty-nine.

BETWEEN:

ANDREW PATRICK FRASER, Businessman, of  
P.O. Box 41  
Ganges, B.C.  
VOS 1EO

(Hereinafter called "the Grantor")

OF THE FIRST PART

AND:

ANDREW PATRICK FRASER, Businessman, of  
P.O. Box 41  
Ganges, B.C.  
VOS 1EO

(Hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of that certain parcel and tract of land and premises situate, lying and being on Salt Spring Island in the Province of British Columbia which is more particularly known and described as:

Saanich/Capital Assessment Area  
Lot 5, Sections 76 and Section 77  
South Salt Spring Island, Cowichan District  
Plan 49595

(Hereinafter called "the Grantor's property")

AND WHEREAS the Grantee is the registered owner of those certain parcels or tracts of land and premises situate, lying and being on Salt Spring Island in the Province of British Columbia which are more particularly known and described as:

Saanich/Capital Assessment Area  
Lot 1, Section 77  
South Salt Spring Island, Cowichan District  
Plan 49595

Saanich/Capital Assessment Area  
Lot 2, Section 77  
South Salt Spring Island, Cowichan District  
Plan 49595

Saanich/Capital Assessment Area  
Lot 3, Section 77  
South Salt Spring Island, Cowichan District  
Plan 49595

Saanich/Capital Assessment Area  
Lot 4, Section 77  
South Salt Spring Island, Cowichan District  
Plan 49595

(Hereinafter called "the Grantee's property")

WITNESSETH that in consideration of the mutual covenants hereinafter made by the Grantor and the Grantee, the receipt and sufficiency of which is hereby acknowledged by all parties to this agreement:

- 01110
- 1) The Grantor hereby grants, conveys and confirms to the Grantee, its invitees, successors and assigns, the right at any time and from time to time to enter upon and travel over all of the Grantor's property.
  - 2) For the purpose of ingress and egress, by foot, animal or vehicle without hindrance of any kind including and without limiting the generality of the foregoing the right to construct a road over the Grantor's property contained within the heavy black outline of a Reference Plan of Easements over parts of Lots 2, 3 and 4, Section 77 and part of Lot 5, Sections 76 and 77, South Salt Spring Island, Cowichan District, Plan 49595, prepared by Brian Wolfe-Milner, B.C.L.S., on the 28th day of July, 1989, a copy of which is attached hereto.
  - 3) The Grantor herein agrees that it shall not do or omit to do anything that would prevent the Grantee from exercising its rights under this easement.
  - 4) The Grantee covenants to repair any damage caused to the Grantor's property by virtue of the Grantee's usage of this easement.
  - 5) The Grantee covenants that it shall exercise its rights under this easement in a reasonable, normal and usual manner given the circumstances existing on the Grantor's property from time to time.
  - 6) The Grantor and Grantee covenant that the owners of each of Lots 1, 2, 3 and 4 shall share equally in the maintenance of the easement over the Grantor's lands. The Grantee agrees that the access provided by the easement shall be maintained to a normal gravel driveway standard as compared to similar driveways on Salt Spring Island in the Province of British Columbia.
  - 7) The rights granted herein shall charge the said lands, the burden of which shall run with the said lands and shall be deemed to be perpetual.

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8) Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require;

9) The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

10) This agreement shall enure to the benefit of, and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED by the Grantor in the presence of:

Name: James Pasuta  
Address: JAMES PASUTA  
Barrister & Solicitor  
Occupation: 2201 Grace Point Square  
P.O. Box 194,

Andrew Patrick Fraser  
ANDREW PATRICK FRASER

SIGNED, SEALED AND DELIVERED by the Grantee in the presence of:

Name: James Pasuta  
Address: JAMES PASUTA  
Barrister & Solicitor  
Occupation: 2201 Grace Point Square  
P.O. Box 194,  
Ganges, B.C.  
V6S 1E0

Andrew Patrick Fraser  
ANDREW PATRICK FRASER