

97 MAR 19 14 : 24 E L 0 3 4 0 5 1

97 MAR 19 14 : 24 E L 0 3 4 0 5 0

LAND and Title Act  
Form C

(Section 219.81  
Province of  
British Columbia

GENERAL DOCUMENT

LAND and Title Act  
Form C

245

(This area for Land Title Office use)

Page 1 of 20 Page(s)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
**Woods Adair, Barristers & Solicitors,  
201 - 4500 West Saanich Rd. Victoria, B. C.  
V8Z 3G2 (479-9367)  
FILE NO. 13,356/A**

BURNS SERVICES

Signature of Authorized Agent

2. Parcel Identifier and Legal Description of Land:  
(PID) (Legal Description)  
**009-433-619 The North 1/2 of Section 71, South Saltspring Island, Cowichan District**  
**008-281-742 The South 1/2 of the North East 1/4 of Section 70, South Saltspring Island, Cowichan District**  
**015-423-824 Lot 5, Sections 76 and 77, South Salt Spring Island, Cowichan District, Plan 49595, except that part in Plan 49725/97 A9973a DEFECT 20.00**

3. Nature of Interest:\* Document Reference Person Entitled to Interest  
Description (page and paragraph)  
Section 215 Covenant Entire Instrument Transferee  
~~Priority Agreement~~ ~~Page 13~~ ~~Transferee~~  
Priority Agreement over re: PID 009-433-619 & 008-281-742 Page 13 *Me* Transferee  
*Me*

4. Terms: Part 2 of this Instrument consists of (select one only): **03/19/97 A8824a CHARGE 100.00**  
(a) Filed Standard Charge Terms | | D.F. Number:  
(b) Express Charge Terms | X | Annexed as Part 2  
(c) Release | | There is no Part 2 of this Instrument

A selection of (a) or (b) 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):  
**MERLOT VENTURES LIMITED (Inc. No. 343893), TRINCOMALI DEVELOPMENT INC.(Inc. No. 473796), ANDREW PATRICK FRASER, ISLAND SAVINGS CREDIT UNION and 521901 B.C. LTD.**

6. Transferee(s):(including occupation(s), postal address(es) and postal code(s))\*  
**SALT SPRING ISLAND LOCAL TRUST COMMITTEE, a local trust committee incorporated under the Islands Trust Act, S.B.C. 1989, C. 68, 2nd Floor, 1627 Fort Street, Victoria, B.C., V8W 3E1**

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 Y M D  
97 3 17

JONATHAN L. OLDROYD  
BARRISTER & SOLICITOR  
BOX 330 GANGES POST OFFICE  
SALT SPRING ISLAND, B.C.  
V8K 2V9 537-2752

AS TO THE SIGNATURE OF: MICHAEL SAYER

JONATHAN L. OLDROYD  
BARRISTER & SOLICITOR  
BOX 330 GANGES POST OFFICE  
SALT SPRING ISLAND, B.C.  
V8K 2V9 537-2752

AS TO THE SIGNATURE OF:

JAMES PASUTA  
Barrister & Solicitor  
660 Fulford - Ganges Road  
Box 414, Ganges P.O.  
Salt Spring Island, B.C. V8K 2W1

AS TO THE SIGNATURE OF:

Andrew Patrick Fraser

ROBERT D. ADAIR  
Barrister & Solicitor  
STE. 201 4500 W. SAANICH RD.  
VICTORIA, B.C. V8Z 3G2

AS TO THE SIGNATURE OF:

CHRISTOPHER W. ACHESON

RHONDA H. HITTINGER  
Commissioner for taking Affidavits  
for British Columbia  
Island Savings Credit Union  
300 - 499 Canada Avenue  
Duncan, B.C. V9L 1T7

AS TO THE SIGNATURE OF:

JOHN DAVID BURROWMAN

(Witnesses as to execution only)

SHEILA E. STELCK  
201 - 118 FULFORD-GANGES ROAD  
SALT SPRING ISLAND, B.C. V8K 2S4  
BARRISTER & SOLICITOR

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.

Transferor(s) Signature(s)

MERLOT VENTURES LIMITED  
by its authorized signatory (ies):

Name: MICHAEL SAYER

TRINCOMALI DEVELOPMENT INC.  
by its authorized signatory (ies):

Name: MICHAEL SAYER

Andrew Patrick Fraser

521901 B.C. LTD  
by its authorized signatory (ies):

Name: CHRISTOPHER W. ACHESON

ISLAND SAVINGS CREDIT UNION  
by its authorized signatory (ies):

Name: RANDY BERTSCH

DAVID W. WATKIN  
SALT SPRING ISLAND LOCAL TRUST  
COMMITTEE

by its authorized signatory (ies):

Name: JOHN DAVID BURROWMAN

Name

**PART 2 - TERMS OF INSTRUMENT****SECTION 215 LAND USE COVENANT**

This Agreement dated for reference: March 14, 1997, is

AMONG:

**SALT SPRING ISLAND LOCAL TRUST COMMITTEE**, a local trust committee incorporated under the Islands Trust Act, S.B.C. 1989, c.68, 2nd Floor, 1627 Fort Street, Victoria, B.C., V8W 3E1,

("Trust Committee")

AND:

**MERLOT VENTURES LIMITED**, a company incorporated under the Company Act under number 343893, with an office at P.O. Box 430 (102A Lower Ganges Road, Ganges, B.C., V0S 1E0, (hereafter referred to as "**MERLOT**"), **TRINCOMALI DEVELOPMENT INC.**, a company incorporated under the Company Act under number 473796, with an office at 2800 Park Place, 666 Burrard Street, Vancouver, B.C., V6C 2Z7, (Hereafter referred to as "**TRINCOMALI**"), and **ANDREW PATRICK FRASER**, Businessman, of P.O. Box 41, Ganges, B.C., V0S 1E0, (hereafter referred to as "**FRASER**")

(and collectively called the "Owner")

**521901 B. C. Ltd.**, a company incorporated under the Company Act under number 521901, with an office at 201-4500 West Saanich Road, Victoria, BC, V8Z 3G2

(the "Purchaser")

**GIVEN THAT**

A. **MERLOT** is the registered owner of:

P.I.D.: 009-433-619

The North 1/2 of Section 71, South Saltspring Island, Cowichan District (hereafter referred to as the "North 1/2").

B. **TRINCOMALI** is the registered owner of:

P.I.D.: 008-281-742

The South 1/2 of the North East 1/4 of Section 70, South Saltspring Island, Cowichan District (hereafter referred to as the "South 1/2").

- C. FRASER is the registered owner of:
- P.I.D.: 015-423-824  
Lot 5, Sections 76 & 77, South Salt Spring Island, Cowichan District, Plan 49595 except that part in Plan 49775 (hereafter referred to as "Lot 5").
- D. The Purchaser is in the process of purchasing the North 1/2 and the South 1/2 from Merlot and Trincomali by way of agreement for sale to be registered at LTO pursuant to a Contract of Purchase and Sale dated July 17, 1996.
- C. The Purchaser and Fraser wish to subdivide the North 1/2, the South 1/2 and Lot 5 (collectively called the "Land").
- D. The Purchaser and Fraser wish to obtain a rezoning of the Land so that they may dedicate the South 1/2 as park, develop the North 1/2 into residential lots and develop Lot 5 into residential lots.
- E. The Owner and Purchaser wish to grant to the Trust Committee a covenant under s.215 of the Land Title Act to ensure that any subdivision and development of the Land takes place in accordance with the rezoning.

This Agreement is evidence that in consideration of \$2.00 paid by the Trust Committee to the Owner and the Purchaser (the Receipt of which is acknowledged by the Owner and the Purchaser), and in consideration of the promises exchanged below, the Trust Committee, the Owner, and Purchaser agree, as covenants granted by the Owner and Purchaser to the Trust Committee under s.215 of the Land Title Act, R.S.B.C. 1979, c.219, and as a contract and a deed executed and delivered under seal among the Owner, the Purchaser, and the Trust Committee, as follows:

#### Article 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Agreement

- (a) "Approving Officer" means the approving officer appointed in respect of Salt Spring Island under the Land Title Act,
- (b) "LTO" means the Victoria Land Title Office,
- (c) "MOTH" means the Ministry of Transportation and Highways,
- (d) "OCP" means the Official Community Plan,

- (e) "Rezoning Bylaws" means Bylaws 323 and 328 of the Salt Spring Island Local Trust Committee,
- (f) "Sketch Plan" means the plan depicting the proposed development, prepared by Wolfe Millner Land Surveying and attached hereto,
- (g) "Subdivision" means subdivision of the Land into park and residential lots by deposit of the Subdivision Plan in the LTO,
- (h) "Subdivision Plan" means a plan of subdivision substantially in form of the sketch plan and substantially consistent with the terms of this Agreement, and
- (i) "Zoning Bylaw" means the Zoning Bylaw, Salt Spring Island, 1985.

### 1.2 Interpretation

Reference in this Agreement to

- (a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular,
- (b) a "party" is a reference to a party to this Agreement,
- (c) a particular numbered "article" or "section" or to a particular lettered "schedule" is a reference to the corresponding numbered or lettered article, section or schedule of this Agreement,
- (d) an "enactment" is a reference to an enactment as defined in the Interpretation Act and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment, and
- (e) the Trust Committee includes a reference to its successors in function, including a municipality.

### 1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## ARTICLE 2

DEDICATION OF PARKS

2.1 The Owner and the Purchaser agree that the South 1/2, designated as "Future Park" on the Sketch Plan, will be dedicated as park at the time of first subdivision of the Land.

2.2 The Owner and the Purchaser agree that the approximate area designated as "Lineal Park" on the Sketch Plan will be dedicated as Park at the time of first subdivision of the Land and a walking trail will be constructed solely at the expense of the Owner and the Purchaser prior to such subdivision. The final location of the Lineal Park is subject to the approval of the Trust Committee in consultation with the Salt Spring Island Parks and Recreation Commission.

2.3 The parties agree that construction of the trail means removing the underbrush and all other vegetation, but not trees, to create a single-file pedestrian trail from one to five metres in width along the entire course of the trail.

## ARTICLE 3

WATER CATCHMENT AND GROUNDWATER3.1 Stowe/Weston Lake Catchment Area

The Owner and Purchaser agree that, despite any enactment, Seasonal Cottages (as defined in the Zoning Bylaw) may only be constructed on the area of the Land which does not drain into the Stowe/Weston Lake drainage catchment area. The attached Drainage Report certified by R.C. Le Noury, a Professional Engineer shows the approximate location of the area of the Land that drains into the Stowe/Weston Lake drainage catchment area (as defined by a professional engineer or geoscientist).

3.2 Groundwater

The Owner and the Purchaser covenant to provide a statement from a professional engineer or geoscientist, with a demonstrated knowledge in matters relating to groundwater and a member of the Association of Professional Engineers and Geoscientists of British Columbia, indicating that the proposed subdivision is not expected to have a detrimental impact on offsite groundwater or surface water quantity or quality, and containing information as to any long term impacts of the proposed subdivision on source aquifer(s) and neighbouring wells.

## Article 4

### Conservation Covenants

#### 4.1 Tree Cutting Regulations

The Owner and Purchaser agree that, without the permission of the Trust Committee, no Garry Oak Tree may be trimmed, pruned, cut down, damaged, destroyed, moved, harvested, or removed from the Land except, subject to all applicable enactments,

- (a) to clear any building site (for which a building permit has been obtained) on any lot within the Subdivision and to clear access to any such building site,
- (b) to clear any site for the installation of a well or approved septic sewage system on any lot within the Subdivision,
- (c) to provide viewsapes from any building sites described in section 4.1(a), and then only with the prior written consent of the Trust Committee,
- (d) to prune any Garry Oak Tree to the extent necessary to eliminate any interference by that Tree with any electric power line or any telecommunications line or pole, or
- (e) to construct the walking trail under Article 3.

The Owner and the Purchaser acknowledge, without limiting the generality of the prohibition contained in this section, that as of the reference date of this Agreement the trees identified in an inventory of the Land prepared by Andrew Lewis and dated January 18, 1997, a copy of which is attached to this Agreement as Schedule "A", which trees are marked with metal tags bearing the inscriptions specified in Schedule "A", are Garry Oak Trees for the purpose of this Agreement.

#### 4.2 Emergency Tree Cutting

Despite section 4.1, if any living or dead Garry Oak Tree on the Land poses a threat to the safety of those on or immediately adjacent to the Land by its falling or through fire, that Garry Oak Tree may be cut down or trimmed so as to remove the risk. The Owner may act under this section only in any emergency involving an imminent threat of personal injury or property damage and then only to the extent necessary to remove the threat. If the Owner acts under this section in an emergency, the Owner must at once advise the Trust Committee of the action taken.

#### 4.3 Wetlands

The Owner and the Purchaser agree that any wetland areas on the Land, identified by the Ministry of Environment, must be protected, preserved and kept in their natural state as of the reference date of this Agreement. The Owner and the Purchaser agree that no identified wetland area on the Land is to be polluted or contaminated by any matter and there must not be any interference with, or alteration of, the wetland areas.

#### 4.4 Ministry of Environment Requirements

The Owner and the Purchaser agree to comply with any Ministry of Environment requirements regarding environmentally sensitive areas and wetland areas during the subdivision and development of the Land.

### Article 5

#### ACCESS TO THE SOUTH 1/2

##### 5.1 Road Access to the South 1/2

The Owner and the Purchaser agree that if a constructed road access (in a form acceptable to the Trust Committee) providing access to the West side of the South 1/2 cannot be provided, then the Owner and Purchaser will provide a constructed road access to the East side of the South 1/2. The road access to the East side shall be

- (a) constructed to good engineering standards (with 4.88 metre wide gravel top and grades of not more than 15%) at the approximate location as indicated by a heavy black line on Access Sketch Plan attached hereto,
- (b) granted or dedicated at the time of the first subdivision of the Land,
- (c) constructed solely at the expense of the Owner and Purchaser at the time of the first subdivision of the Land, and
- (d) provided either by the granting of a statutory right of way or by the dedication of land.

### Article 6

#### GENERAL

##### 6.1 Term of this Agreement

The Trust Committee agrees that within a reasonable time after a demand by the Owner, the Trust Committee must execute and deliver to the Owner a discharge of this Agreement, executed in registrable



form, discharging this Agreement from the Land if

- (a) the Rezoning Bylaws have not come into force on or before December 31, 1997, or
- (b) both
  - (i) the application for Subdivision has been finally rejected by the Approving Officer, and
  - (ii) a bylaw of the Trust Committee has come into force repealing the Rezoning Bylaws and restoring the zoning of the Land to that existing under the Zoning Bylaw on the reference date of this Agreement, the applicable appeal periods under the Land Title Act and the Municipal Act in respect of both those matters have expired, and either one year has elapsed from the date of adoption of the bylaw repealing the Rezoning Bylaws or the owner has agreed in writing to the application of that bylaw to the Lands.

#### 6.2

#### Public Interest Issues

The Purchaser and the Owner agree that given the public interest in effective protection against breaches of this Agreement, the public interest strongly favours an order for specific performance or a prohibitory or mandatory injunction in favour of the Trust Committee in respect of any breach by the Purchaser or the Owner of this Agreement.

#### 6.3 No Effect on Laws or Powers

This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land or in relation to the Rezoning Bylaws,
- (b) impose on the Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligations, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of the Land, or
- (d) relieve the Owner or the Purchaser from complying with any enactment, including in relation to the use or subdivision of the Land.

#### 6.4 Waiver

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

#### 6.5 Release and Indemnity

The Owner and the Purchaser irrevocably release the Trust Committee from, and waives, any claim, right, remedy, action, cause of action, loss, damage, expense or liability which the Owner or Purchaser may have against the Trust Committee in respect of the Agreement or its performance or breach. The Owner and Purchaser must indemnify and hold the Trust Committee harmless from and against any claim, right, remedy, action, cause of action, loss, damage, expense or liability incurred, suffered or asserted by any of them or anyone else in connection with performance of this Agreement by the Owner or Purchaser or its breach by the Owner or Purchaser or connected with any negligence or other legal wrong of the Owner or Purchaser.

#### 6.6 Limitations on Owner's Obligations

The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences or the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is only liable for breaches which occur while the Owner is the registered owner of any of the Land.

#### 6.7 Limitations on Purchaser's Obligations

The Purchaser is only liable for breaches of this Agreement caused or contributed to by the Purchaser or which the Purchaser permits or allows. The Purchaser is not liable for the consequences or the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Purchaser is only liable for breaches which occur while the Purchaser is the registered owner of any of the Land or while the Purchaser is the holder of a registered agreement for sale.

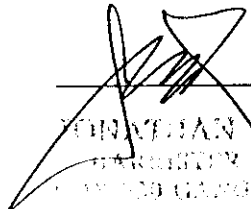
#### 6.8 Priority over financial charges

The Owner and Purchaser agree to do everything necessary at the Owner's and Purchaser's expense to ensure that this Agreement is registered against title to the Land with priority over all

financial charges, liens and encumbrances registered or pending at the time of application for registration this Agreement.

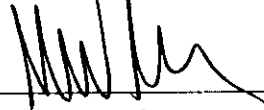
OFFICER SIGNATURE(S)

EXECUTION DATE

  
 \_\_\_\_\_  
 JONATHAN L. OLDROYD  
 BARRISTER & SOLICITOR  
 BOX 330 GANGES POST OFFICE  
 SALT SPRING ISLAND, B.C.  
 V8K 2V9

Y	M	D
97	3	17


MERLOT VENTURES LIMITED by its Authorized Signatories:

  
 \_\_\_\_\_  
 Michael Speyer

SOLICITOR OR NOTARY (As to signature of:

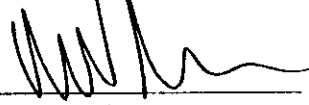
OFFICER SIGNATURE(S)

EXECUTION DATE

  
 \_\_\_\_\_  
 JONATHAN L. OLDROYD  
 BARRISTER & SOLICITOR  
 BOX 330 GANGES POST OFFICE  
 SALT SPRING ISLAND, B.C.  
 V8K 2V9

Y	M	D
97	3	17


TRINCOMALI DEVELOPMENT LIMITED by its Authorized Signatories

  
 \_\_\_\_\_  
 Michael Speyer

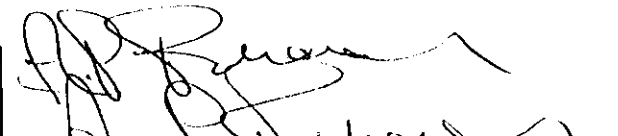
SOLICITOR OR NOTARY (As to signature of:

OFFICER SIGNATURE(S)

EXECUTION DATE

  
 \_\_\_\_\_  
 JAMES PASUTA  
 Barrister & Solicitor  
 660 Fulford - Ganges Road  
 Box 414, Ganges P.O.  
 Salt Spring Island, B.C. V8K 2W1

Y	M	D
97	3	12

  
 \_\_\_\_\_  
 Andrew Patrick Fraser

SOLICITOR OR NOTARY (As to signature of: Andrew Patrick Fraser

OFFICER SIGNATURE(S)

EXECUTION DATE

**ROBERT D. ADAIR**  
*Barrister & Solicitor*  
STE. 201 4500 W. SAANICH RD.  
VICTORIA, B.C. V8Z 3G2

Y	M	D
97	03	10

521901 B.C. LTD.  
by its  
Authorized Signatories

Christopher Adair

SOLICITOR OR NOTARY  
(As to signature of:

*CHRISTOPHER W. ADAIR*

Executed this 14<sup>th</sup> day of March, 1997, by  
Salt Spring Island Local Trust Committee)  
by its authorized signatory (ies)

Name:

JOHN DAVID BORROWMAN

Name:

(witnessed on  
SHEILA E. STEBBINS  
201 - 118 FULFORD ST. only )  
SALT SPRING ISLAND, B.C. V8L 2S1  
BARRISTER & SOLICITOR

As evidence of their agreement to be bound by the above terms, the Owners, Purchaser and Trust Committee each have executed and delivered this Agreement under seal by signing this Agreement and executing Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

CONSENT OF MORTGAGEE

ISLAND SAVINGS CREDIT UNION

the holder(s) of a mortgage registered in the Land Title Office, Victoria, B.C., under charge number EH3045 hereby approve(s) of, join(s) in and consent(s) to the foregoing grant of Section 215 Covenant and to its registration in the Land Title Office aforesaid with priority over the said mortgage.



OFFICER SIGNATURE(S)

EXECUTION DATE

  
RHONDA H. HITTINGER  
Commissioner for taking Affidavits  
for British Columbia  
Island Savings Credit Union  
300 - 499 Canada Avenue  
Duncan, B.C. V9L 1T7

Y	M	D
97	03	17

ISLAND SAVINGS CREDIT UNION by its Authorized Signatories:

  
RANDY BERTSCH  
  
DAVID W. WATKIN

SOLICITOR OR NOTARY  
(As to signature of:

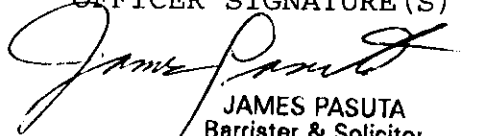
CONSENT OF MORTGAGEE

ANDREW PATRICK FRASER

the holder(s) of a mortgage registered in the Land Title Office, Victoria, B.C., under charge number EH3044 hereby approve(s) of, join(s) in and consent(s) to the foregoing grant of Section 215 Covenant and to its registration in the Land Title Office aforesaid with priority over the said mortgage.

OFFICER SIGNATURE(S)

EXECUTION DATE

  
JAMES PASUTA  
Barrister & Solicitor  
560 Fulford - Ganges Road  
Box 414, Ganges P.O.  
Salt Spring Island, B.C. V8K 2W1

Y	M	D
97	3	12

  
Andrew Patrick Fraser

SOLICITOR OR NOTARY  
(As to signature of:  
Andrew Patrick Fraser

Officer Certification: Your signature constitutes 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.

# Sketch Plan

PROPOSED SUBDIVISION OF THE NORTH 1/2 OF SECTION 71, THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 70, AND LOT 5, PLAN 49595 OF SECTION 77, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT.

Scale - 1 : 3000

Let boundaries and areas for comparison and use only and not for legal purposes.

--- Denotes the dedication of land for Lineal Park to provide a trail with a width of between 5 meters and approximately 13 meters measured from the boundary of the land. The Park width to be expanded where required to provide adequate trail clearance around wetlands.

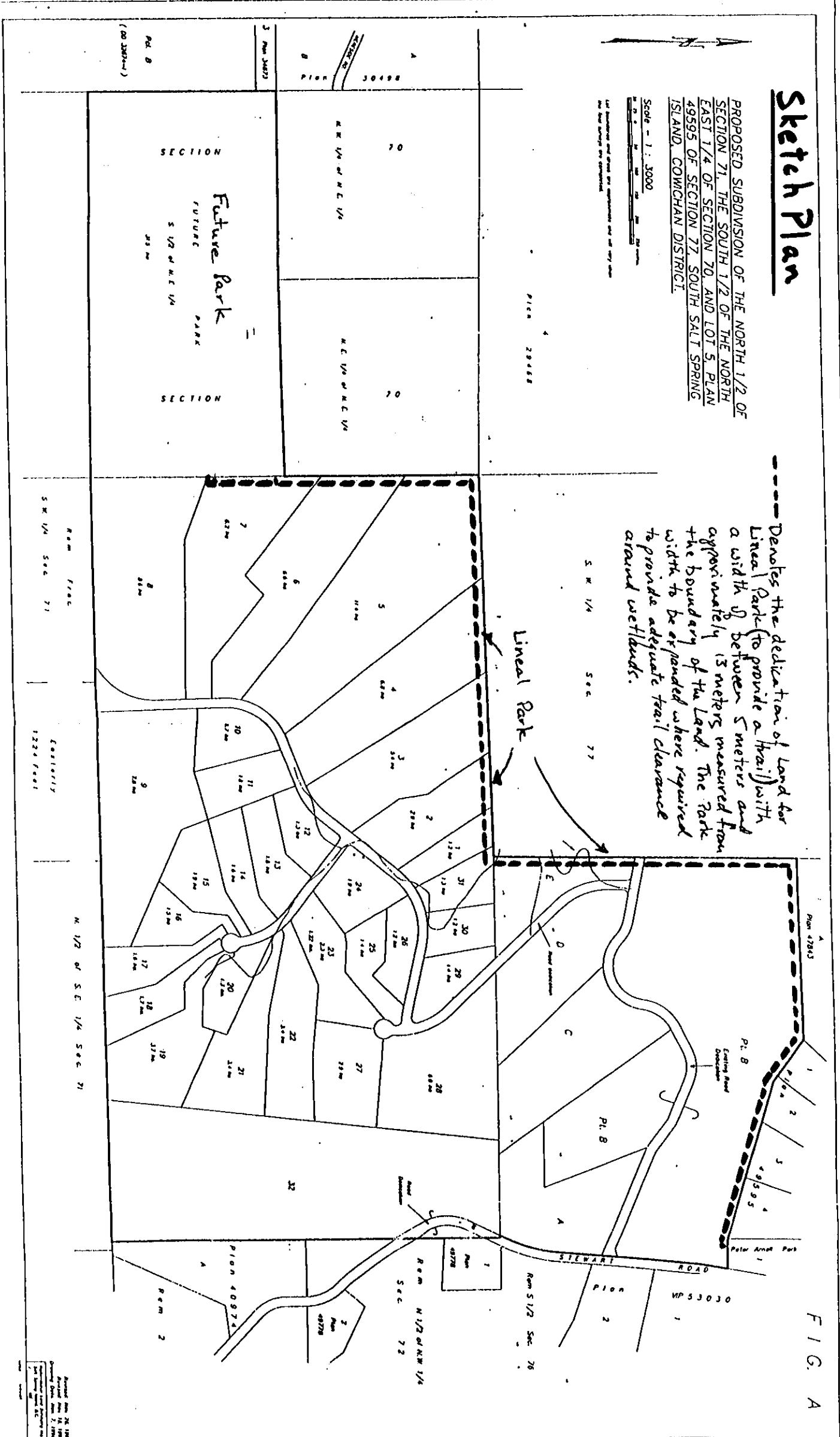


FIG. A

# Drainage Report

PROPOSED SUBDIVISION OF THE NORTH 1/2 OF SECTION 71, THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 70, AND LOT 5, PLAN 49595 OF SECTION 77, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT.

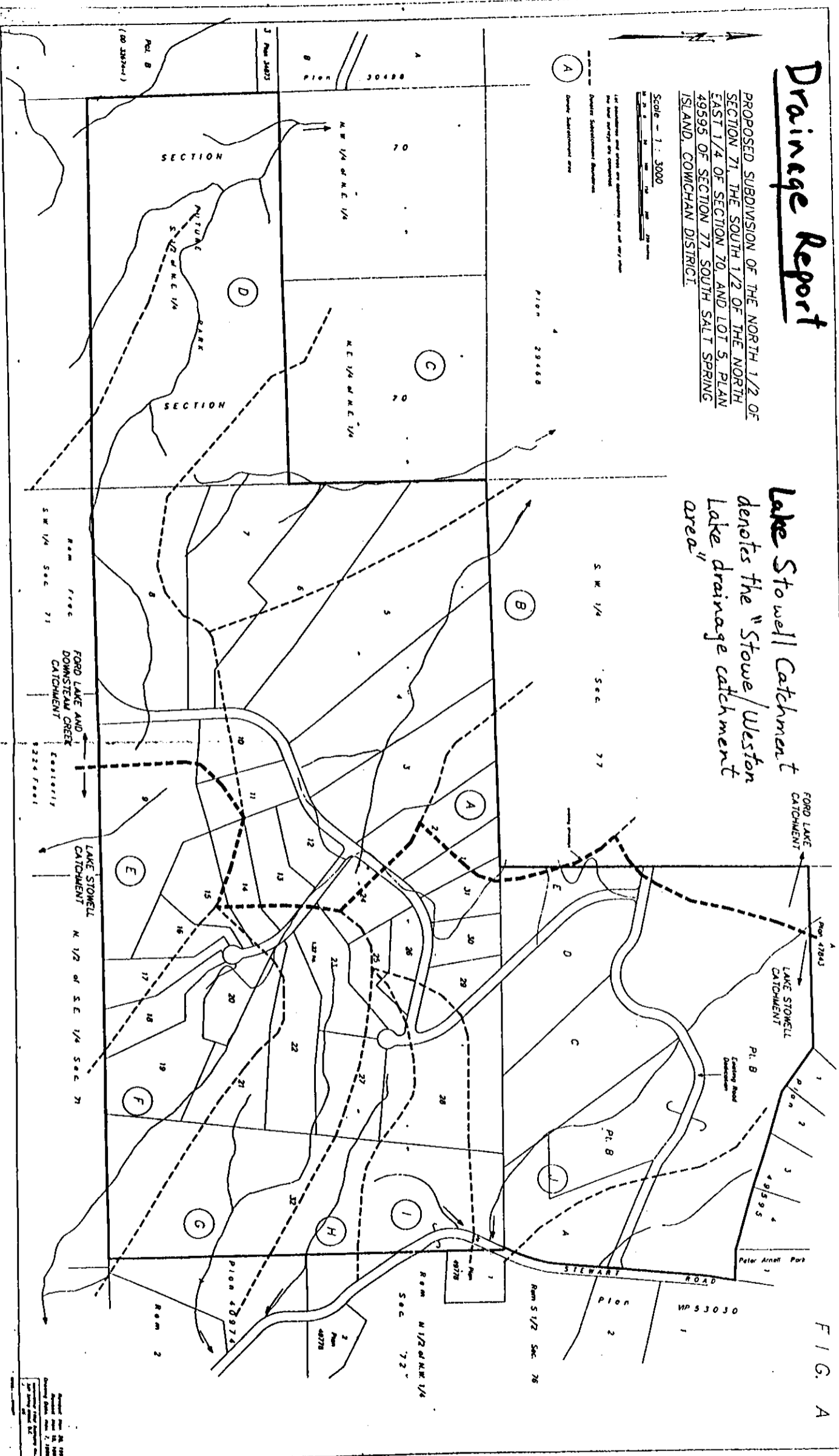
Scale - 1 : 3000



Lot boundaries, and areas are approximate and not to scale. No land survey is intended.

Proposed Subdivision Boundaries

Existing Subdivision area



Lake Stowell Catchment denotes the "Stowell/Weston Lake drainage catchment area"

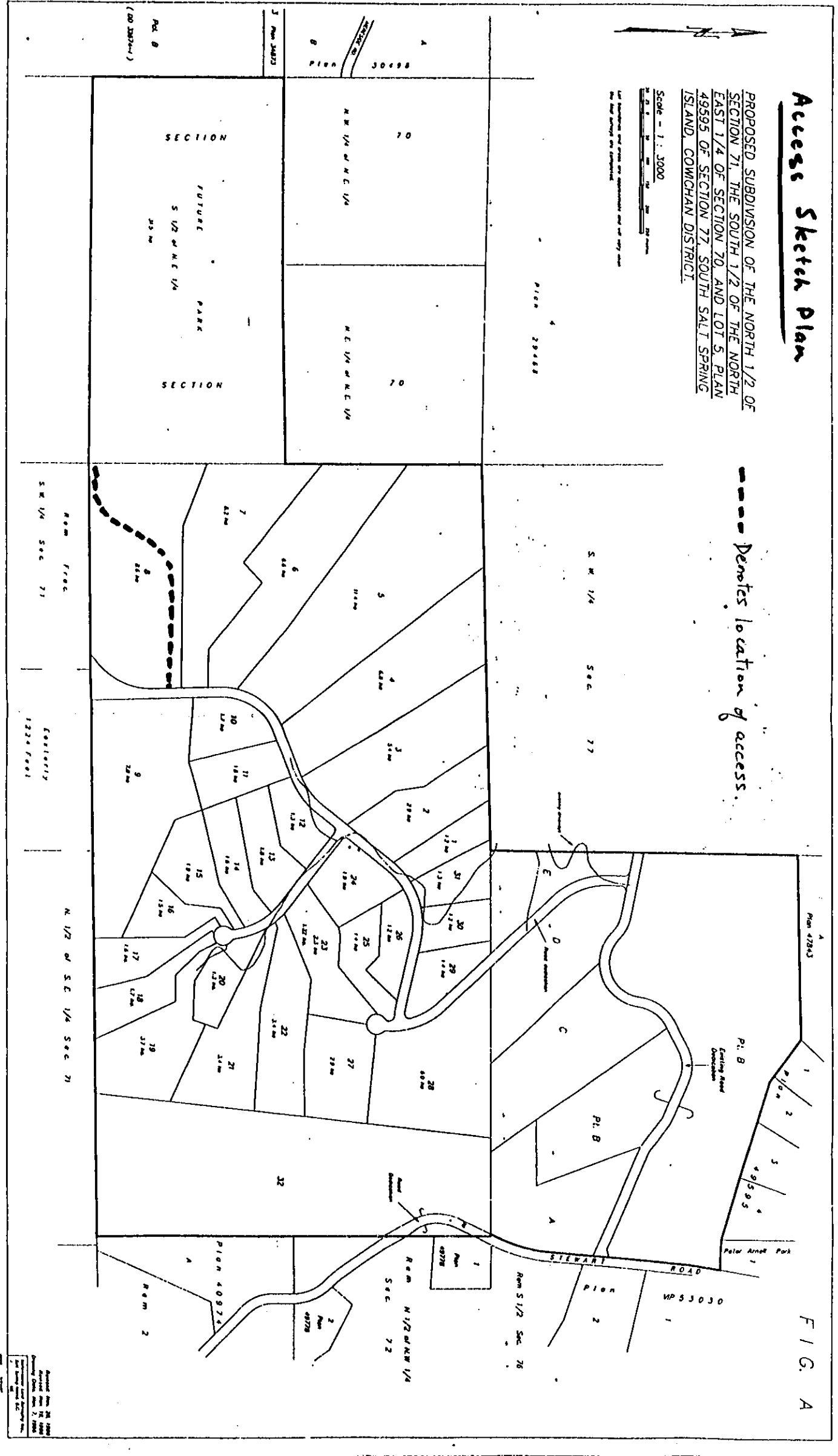
FIG. A

# Access Sketch Plan

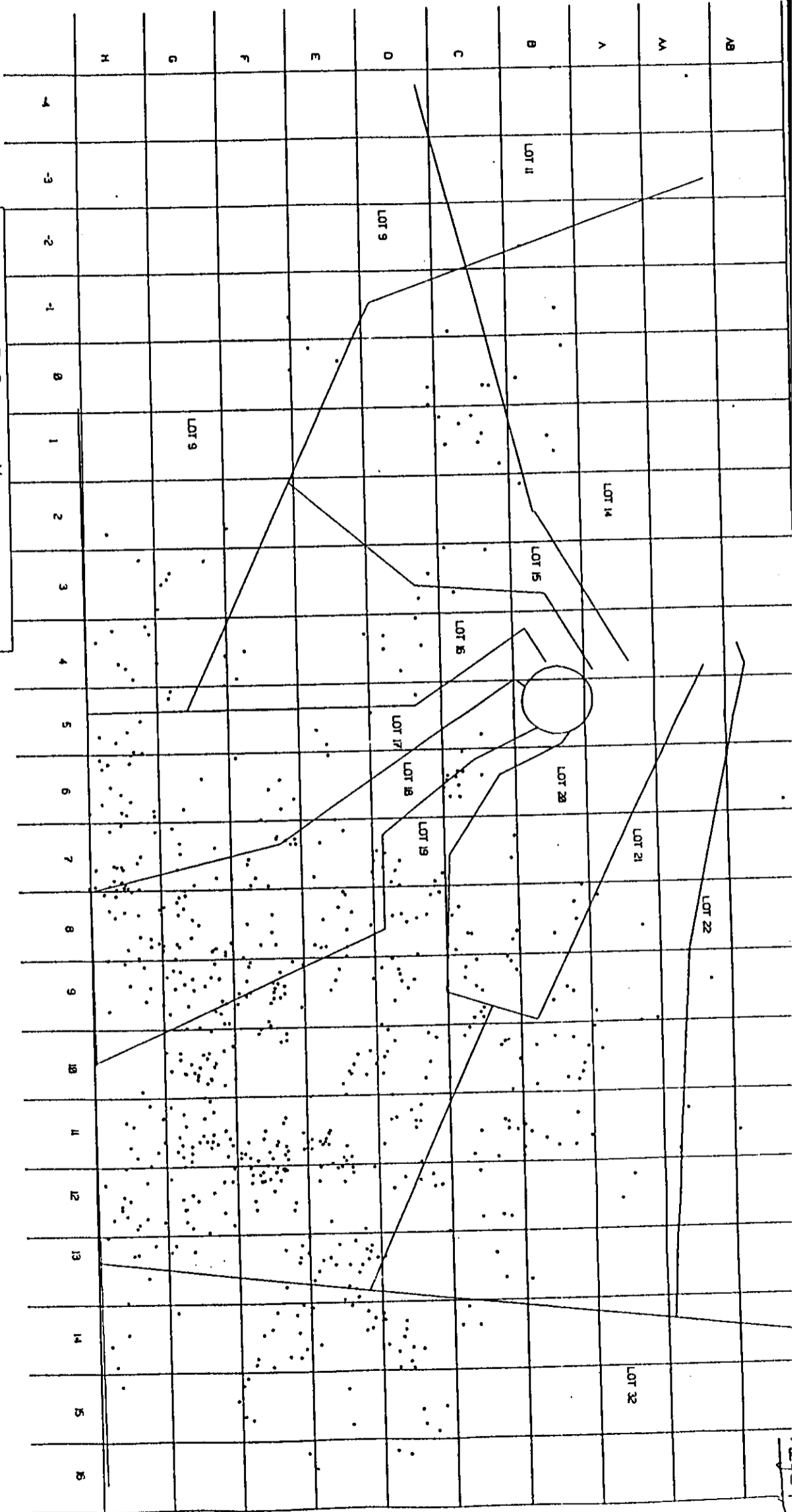
PROPOSED SUBDIVISION OF THE NORTH 1/2 OF SECTION 71, THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 70, AND LOT 5, PLAN 49595 OF SECTION 77, SOUTH SALT SPRING ISLAND, COMWCHAN DISTRICT.

Scale - 1 : 3000  
 0 10 20 30 40 50 60 70 80 90 100  
 Meters  
 Feet  
 Let boundaries and areas be approximate and let any area be left unshaded be completed.


--- Denotes location of access.







Garry Oak Reference Map  
For Stuart Road subdivision proposal  
by Andrew Lewis Design, 18/1/97.  
SCALE 1:3400  
Quadrat size = 40m x 40m.

NORTH 

LOCATION	# Trees	Tag I.D.									
AB 6	1	22/1									
AB 11	1	22/4									
AA -4	1	11/1									
AA 9	1	22/2									
AA 11	2	22/3	22/5								
A 8	2	21/52	21/53								
A 9	4	21/4	21/54	21/55 x2							
A-10	2	21/5	21/8								
A 12	2	21/56	21/57								
B-2	1	9/1									
B-1	1	15/6									
B 0	2	15/5	14/1								
B 1	3	14/3 x2	14/4								
B 2	1	14/2									
B 8	7	20/15 x2	20/16	20/17	20/18 x3						
B 9	3	21/1	21/2	21/3							
B 10	10	21/6	21/7	21/9	21/10 x2	21/11	21/12	21/13	21/15	21/23	
B 11	11	21/14	21/22	21/24	21/25	21/26	21/27	21/28 x3	21/29	21/30	
B 13	1	21/49									
C -1	1	15/7									
C 0	3	15/16	15/17 x2								
C 1	23	15/10 x9	15/11	15/12 x8	15/13	15/14	15/15 x2	15/18			
C 3	4	15/2	15/3	16/4							
C 5	1	18/1									
C 6	10	18/3	18/4	19/1	19/2	19/3	19/4	19/5	19/6		
		18/2	19/7								
C 7	2	20/19	20/20								
C 8	8	20/1	20/2 x2	20/3	20/4	20/11	20/12	19/22			
C 9	16	20/5	20/6	20/7	20/8 x2	20/9	20/10 x2	20/13 x3	20/14	19/111	
		19/114	19/115	19/116							
C 10	9	19/112	19/113	21/16	21/18 x3	21/19	21/20	21/21			
C 11	9	21/17 x3	21/31	21/33	21/34	21/35	21/36	21/37			
C 12	7	21/32	21/40	21/50 x3	21/51 x2						
C 13	2	21/39	21/48								
C 14	4	32/1	32/2 x2	32/3							
D 0	3	15/8	15/9 x2								
D 3	4	15/1 x3	16/13								
D 4	5	16/2	16/9	16/10	16/11	16/12					
D 5	3	16/1 x2	17/2								
D 7	10	19/8	19/9	19/10	19/11	19/12	18/6	18/7	18/8	18/9	
		19/17									
D 8	9	19/13	19/14	19/15	19/16	19/19	19/20	19/21	19/23 x2		
D 9	12	19/24	19/25	19/26	19/27 x2	19/28	19/29	19/30	19/31	19/109	
D 10	15	19/105	19/106	19/107	19/108	19/110x2	19/118x3	19/119	19/120	19/121	
		19/126	19/132	19/133							
D 11	11	19/122	19/123	19/124	19/125	19/127x2	19/128	19/129	19/157x2	19/142	
D 12	7	19/143	19/144	21/38	21/41	21/42	21/43	21/44			
D 13	1	21/57									
D 14	39	32/56	32/57 x2	32/20	32/21 x7	32/22	32/23	32/24 x4	32/25 x8	32/26x7	
		32/27 x3	32/28 x3	32/29							
D 15	8	32/30	32/31	32/32	32/33 x5						
D 16	8	32/34 x6	32/35 x2								
E 0	3	7/16	7/18 x2								
E 4	1	16/8									
E 5	2	17/12	17/13								
E 6	2	17/11	17/14								
E 7	9	17/1	18/5	18/86	18/87 x6						
E 8	20	18/10	18/11	18/12 x2	18/13	18/15	18/16	18/14	18/88	18/89	
		18/90 x6	18/91 x3	19/33							
E 9	4	19/32	19/34	19/35	19/36						
E 10	12	19/130x4	19/131	19/134	19/135	19/136	19/137	19/138	19/139	19/140	
E 11	47	19/98	19/99	19/100x3	19/102x6	19/103	19/104x7	19/141	19/147	19/155	

E 12	13	19/156 19/94 19/285x3	19/159x4 19/95	19/160x3 19/96	19/161x5 19/97	19/162 19/145	19/163x2 19/146	19/164x6 19/148	19/165x3 19/150x2	19/149
E 13	40	19/151x4 19/279x2 19/289	19/152 19/281 32/50	19/153 19/282x3	19/154 19/283	19/273x2 19/284x2	19/274x6 19/286x2	19/277 19/287x3	19/278x6 19/288	19/280 19/289
E 14	12	32/11	32/38 x4	32/51	32/52 x3	32/53	32/54	32/55		
E 15	3	32/36 x2	32/37							
E 16	1	32/49								
F-1	1	7/19								
F 0	1	7/17								
F 2	1	7/9								
F 4	2	16/5	16/6							
F 6	7	17/17 x2	17/5	17/7	17/8	17/9	17/10			
F 7	12	18/82 18/101	18/83 17/4	18/84 17/6	18/85	18/93	18/96	18/97	18/98	18/100
F 8	8	18/19 x2	18/20 x2	18/47	18/92	18/44	18/95			
F 9	29	19/37 19/48 18/25	19/38 19/49 18/26	19/39 x2 19/65 x2 18/27	19/40 x3 18/17 18/48 x2	19/41 18/18	19/42 18/21 x3	19/43 18/22	19/44 18/23	19/47 18/24
F 10	5	19/45	19/46	19/50	19/51	19/52				
F 11	38	19/77 19/167x2 19/201x2	19/78 19/168x2 19/204x2	19/79 19/169x3 19/198x3	19/80 19/170 19/199x3	19/81 19/171	19/87 19/172x7	19/101 19/197	19/166x2 19/86 x2	19/200 19/202
F 12	26	19/82 19/93 x3	19/83 19/173x3	19/84 19/174	19/85 19/175	19/88 19/205	19/89 19/203	19/91 19/206	19/208x3 19/207	19/92 19/272
F 13	16	19/267	19/268x2	19/269	19/270	19/271	19/275x2	19/276x8		
F 14	34	32/12 32/41	32/13 x5 32/42	32/14 x3 32/43	32/15 x7	32/16 x4	32/17 x5	32/19	32/39x3	32/40x2
F 15	11	32/18 x4	32/44	32/46 x3	32/47 x3					
F 16	1	32/48								
G 3	6	7/11	7/12	7/13 x2	7/15	7/18				
G 4	3	16/4	16/7	7/6						
G 5	2	7/1	7/2							
G 6	2	16/5	16/6							
G 7	7	17/45	17/47	17/3	18/80	18/99	18/79	18/75		
G 8	35	18/39 18/65 x4 18/76	18/41 18/66 18/77	18/42 18/67 x2 18/78	18/43 x2 18/68 x2 18/81 x3	18/44 18/69 x5	18/46 18/70 x3	18/50 18/71	18/51 18/73	18/52 18/74
G 9	39	18/28 18/40 x3 19/56 x2	18/29 18/45 19/72 x4	18/30 x2 18/49 19/240x2	18/33 18/53	18/34 18/54	18/35 18/55 x5	18/36 19/55 x2	18/37 19/54 x6	18/38 19/53
G 10	35	19/57 19/67 19/237	19/58 19/68 19/238	19/59 19/69 19/239	19/60 x3 19/70 19/241	19/61 x2 19/71 19/242	19/62 x8 19/73 19/243x2	19/63 19/74	19/64 19/235	19/66 19/236
G 11	49	19/75 19/186x2 19/195	19/76 19/187x4 19/196	19/178x5 19/188 19/230	19/179 19/189x2 19/231x2	19/180x6 19/190x3 19/232	19/182 19/191 19/233	19/183x2 19/192x3 19/234x3	19/184x3 19/193	19/185 19/194
G 12	39	19/90 19/215x2	19/176x2 19/216x6	19/177x3 19/217	19/209 19/251x3	19/210x2 19/252x3	19/211 19/253x5	1/212	19/214x7	19/213
G 13	6	19/254	19/255x3	19/256x2						
G 14	1	32/10								
G 15	7	32/45 x7								
H 2	1	7/10								
H 3	1	7/14								
H 4	12	7/3	7/4 x3	7/5 x2	7/7	7/8 x4	7/16			
H 5	8	17/19	17/20	17/21	17/23 x3	17/25	17/26			
H 6	19	17/22 17/37	17/24 17/38	17/26 17/39	17/27 17/42 x3	17/28 17/43 x4	17/30	17/33	17/34	17/35
H 7	40	17/40 18/118 18/104x6	17/41 18/117 18/102	17/44 x2 18/116	18/125x4 18/115	18/124 18/106x2	18/123 18/111x4	18/121 18/108x2	18/122 18/107x5	18/120 18/112
H 8	18	18/114	18/113x2	18/110	18/109	18/119	18/105	18/56	18/58 x2	18/57

H 9	9	18/59	18/60 x2	18/61	18/62	18/63	18/64			
H 10	1	18/31	18/32	18/126	18/127	18/128	18/129	18/130x2	18/131	
H 11	13	19/220								
		19/181x2	19/218	19/219	19/221	19/222	19/223	19/224x2	19/227	19/228
		19/259	19/260							
H 12	34	19/244	19/245x4	19/246	19/226x2	19/248x2	19/249x2	19/250x8	19/225x4	19/247
		19/229	19/262	19/263	19/264x2	19/265x4				
H 13	16	19/257x3	19/258x3	19/261x2	19/266x4	32/4 x3	32/5			
H 14	5	32/6	32/8	32/9 x3						
H 15	1	32/7								

**Total Trees: 1057**

NB. See the Reference Map for locations.  
 Each location is a 40m x 40m quadrat.  
 Tag I.D refers to each tree or tree group that has been tagged with an inscribed metal tag.

END OF DOCUMENT