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EN049546

Land Title Act (Section 219.81)
FORM C

Province of British Columbia
GENERAL INSTRUMENT - PART 1

RECEIVED - VICTORIA
LAND TITLE OFFICE

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

245 @ 55 ea

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
WOODS ADAIR, Barristers & Solicitors
201-4430 Chatterton Way, Victoria, BC, V8X 5J2
File No. 13,356/A

BURNING SERVICES

AWmell

Authorized Signatory

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*(PID) (Legal Description)
024-473-847 Lot 18, Section 71, South Salt Spring Island, Cowichan District,
Plan VIP68753

3. NATURE OF INTEREST:*	Description	Document Reference (page & paragraph)	Person Entitled to Interest
Easement over part shown as Easement Area on Plan VIP 68840 GRANTING EASEMENT AND EM121014 AND ASSIGNMENTS OF RENTS	PRIORITY OVER MORTGAGES EM33663 AND EM121015	Entire Document	Transferee(s) LOT 20 PLAN VIP 68753
Priority	Page 5	Transferee(s) 06/07 11:24:47 01 VI	165089
		CHARGE	\$110.00

4. TERMS: Part 2 of this instrument consists of (select one only)
(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) 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):*
521901 B.C. LTD., 201-4430 Chatterton Way, Victoria, British Columbia, V8X 5J2 AND
PACIFIC COAST SAVINGS CREDIT UNION, 722 Cormorant Street, Victoria, British Columbia,
V8W 1P8

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))*
521901 B.C LTD., (Inc. 521901), 201-4430 Chatterton Way, Victoria, British Columbia,
V8X 5J2

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.

EXECUTION DATE

Officer Signature(s)
[Signature]

Y	M	D
99	05	31

Transferor's Signature
521901 B.C. LTD. by its
authorized signatory

[Signature]
ROBERT DAVID ADAIR


DARREL WOODS
Barrister & Solicitor
201 - 4430 Chatterton Way
Victoria BC V8X 5J2

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature




JARREL WOODS
 Barrister & Solicitor
 201 - 4430 Chatterton Way
 Victoria BC V8X 5J2

Execution Date
Y M D

99	05	31
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Transferee's Signature
521901 B.C. LTD. by its
authorized signatory



ROBERT DAVID ADAIR

✓

Officer's Signature

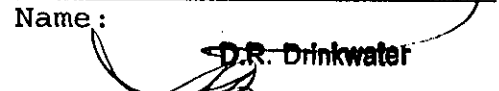


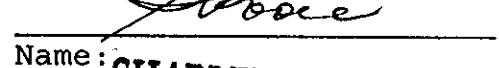
HEINZ SZCZYPIORKOWSKI
 A Commissioner For Taking Affidavits
 for British Columbia
 722 CORMORANT STREET
 VICTORIA, B.C. V8W 1P8

Execution Date
Y M D

99	06	01
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Transferor's Signature
**PACIFIC COAST SAVINGS CREDIT
UNION**
by its authorized
signatory(ies)

Name: 

Name:  **SHARLET POOLE**

✓

AS TO BOTH SIGNATURES

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.

TERMS OF INSTRUMENT - PART 2**EASEMENT****BETWEEN:**

521901 B.C. LTD.
201-4430 Chatteron Way
Victoria, BC V8X 5J2 ✓

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

521901 B.C. LTD.
201-4430 Chatteron Way
Victoria, BC V8X 5J2 ✓

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor (Transferor in the attached Form C) is the registered owner of those certain lands and premises, legally described as:

Parcel Identifier 024-473-847 ✓
Lot 18, Section 71, South Salt Spring Island, Cowichan District, Plan VIP 68753

(hereinafter referred to as the "Grantor's Lands")

B. The Grantee (Transferee in the attached Form C) is the registered owner of those certain lands and premises, legally described as:

Parcel Identifier 024-473-863
Lot 20, Section 71, South Salt Spring Island, Cowichan District, Plan VIP 68753 ✓

(hereinafter referred to as the "Grantee's Lands")

C. The Grantor and Grantee have agreed to create an easement over a portion of the Grantor's Lands for a providing a right-of-way for road access and utility services to the Grantee's Lands.

WITNESSETH THAT, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the

agreements herein contained, the parties hereto covenant, promise and agree with each other as follows:

1. The Grantor hereby grants to the Grantee over the Grantor's Lands (the servient tenement) for the benefit of the Grantee's Lands (the dominant tenement) and to be appurtenant to the Grantee's Lands, for the use and enjoyment of the Grantee, his servants, agents, workmen and all other licensees of the Grantee a full, free and uninterrupted right, license, liberty, easement, privilege and permission at all times to:

- a. pass and repass by any means necessary over the easement area described in Schedule "A" hereto (the "Easement Area") for the purposes of ingress and egress to and from the Grantee's Lands; ✓
- b. construct, maintain, renew and replace a road way on the Easement Area for road access to and from the Grantee's Lands;
- c. construct, install, maintain, and replace poles, conduits, pipes, meters, and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works") in, under and on the Easement Area for the purposes of providing electrical energy, telephone, and communication services, or any other utility service to and from the Grantee's Lands;
- d. clear the Easement Area and keep it clear of anything that constitutes an obstruction to the use of the Easement Area for the purposes herein granted or to the Works; and
- e. enter upon and pass and repass over the Easement Area with necessary tools and equipment for the purposes granted by this agreement.

2. The Grantor hereby covenants with the Grantee:

- a. not to make, place, erect or maintain any building, large species of tree, foundation, excavation, well or obstruction upon the Easement Area which might interfere with or endanger the operation or the maintenance of the aforesaid road way or Works or any part thereof or which might obstruct access by the Grantee's servants, agents, or licensees for the purposes aforesaid; and
- b. not to construct open drains or ditches along or across the Easement Area.

3. The Grantee hereby covenants with the Grantor that in performing any work on the Easement Area, it shall take all reasonable steps to prevent damage and restore the Easement Area, as near as reasonably possible, to the condition before such disturbance and covenants to indemnify the Grantor from and against any loss, damage or liability suffered in the exercise of the rights obtained herein.
4. The parties hereby covenant and agree that no vehicles or equipment or other implements shall be left on the Easement Area so as to restrict the free ingress and egress over the Easement Area by either the Grantor or the Grantee or their respective servants, agents, workmen or licensees.
5. The parties agree to share equally all costs related to the repair, maintenance and upkeep of those portions of the road way that are used for access by both the Grantor and the Grantee.
6. The easements and covenants herein contained shall be construed as running with the lands, but no covenant herein contained shall be personally binding on any party hereto except in respect of obligations or breaches arising during their seisin or title to the lands.
7. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns;
8. Whenever the singular or masculine are used in this agreement, they shall be construed as meaning the plural or the feminine or the body corporate where the context or the parties hereto so require.

Consent of Mortgagee

PACIFIC COAST SAVINGS CREDIT UNION, the holder of a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia, under charge numbers EM33663 and EM33664, and a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia under charge numbers EM121014 and EM121015, hereby approves of, joins in and consents to the foregoing grant of easement and to its registration in the Land Title Office aforesaid with priority over the said Mortgages and Assignments of Rents.

As evidence of their agreement to the above terms, as a contract and as a deed executed and delivered under seal, each of the parties have executed and delivered this agreement by executing the Land Title Office Form C or Form D to which this agreement is attached and which forms a part thereof.

Schedule "A"

All that part of Lot 18, Section 71, South Salt Spring Island, Cowichan District Plan VIP68753 shown in heavy outline on Plan VIP 68840 (a copy of which Plan is attached hereto).

PLAN VIP 68840

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Deposited in the Land Title Office at Victoria, B.C.,
this 21 day of April, 1999.

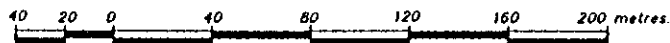
Registrar

Deposited pursuant to Section 99(1)(e) of the
Land Title Act.

REFERENCE PLAN OF EASEMENTS OVER PARTS OF LOTS 2, 10, 14 AND 18, SECTION 71, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN VIP 68753.

B.C.G.S. 92B.073

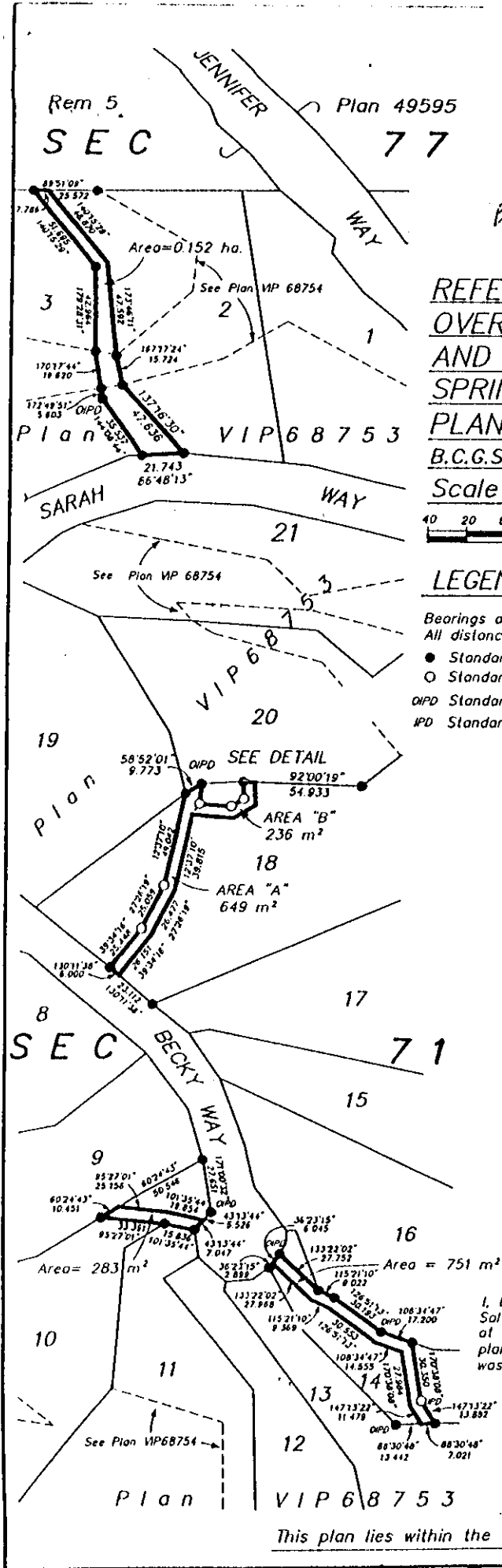
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LEGEND

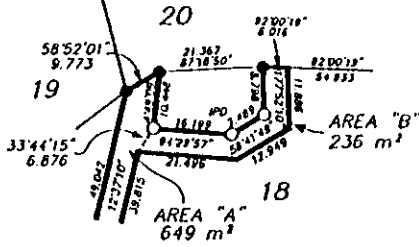
Bearings are astronomic, derived from Plan VIP 68753.
All distances are in metres and decimals thereof.

- Standard Iron Post Found.
- Standard Iron Post Placed.
- OIPD Standard Iron Post Found Drilled into Rock.
- IPD Standard Iron Post Drilled into Rock.



DETAIL

Not to Scale



I, Brian G. Wolfe-Milner, a British Columbia land surveyor, of
Salt Spring Island, in British Columbia, certify that I was present
at and personally superintended the survey represented by this
plan, and that the survey and plan are correct. The survey
was completed on the 8 day of April, 1999

Brian G. Wolfe-Milner
B.C.L.S.

This plan lies within the Capital Regional District.

Wolfe-Milner Land Surveying Inc.,
Salt Spring Island, B.C.
J 4105 MS 4139

END OF DOCUMENT