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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 6 pages

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

BURNS SERVICES

AWM

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
Easement over part
shown as Easement Area on
Plan VIP69060.

Document Reference
(page & paragraph)
Entire Document

Person Entitled to Interest
Transferee(s)

01 99/06/07 11:25:50 01 VI 165089
CHARGE \$110.00

GRANTING EASEMENT PRIORITY OVER EM33663 & EM121014
Priority Page 5 Transferee(s) LOT 20 VIP 68753
AND ASSIGNMENTS OF RENTS EM33664 AND EM121015

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)

Darrel Woods

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

Y	M	D
99	05	31

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

Robert David Adair
ROBERT DAVID ADAIR

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.

11 2nd

CTC

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer's Signature

Darrel Woods

DARREL 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

Hubert David Adair

521901 B.C. LTD. by its
authorized signatory

HUBERT DAVID ADAIR

Officer's Signature

Heinz Szczypiorski

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
----	----	----

Transferor's Signature

PACIFIC COAST SAVINGS CREDIT UNION
by its authorized
signatory(ies)

D.R. Drinkwater

Name: **D.R. Drinkwater**

Sharlet Poole

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**E A S E M E N T****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 the Grantee to landscape and maintain a portion of the Grantor's Lands for the benefit of the Grantee's Lands by landscaping and maintaining the appearance of an area of the Grantor's Lands adjacent 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 landscaping and maintaining plants and other landscaping materials on the Easement Area;
- b. plant, water, fertilize, maintain, renew and replace plants and other landscaping materials on the Easement Area;
- c. 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; and
- d. 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 landscaping 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 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.

5. 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.

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

7. 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

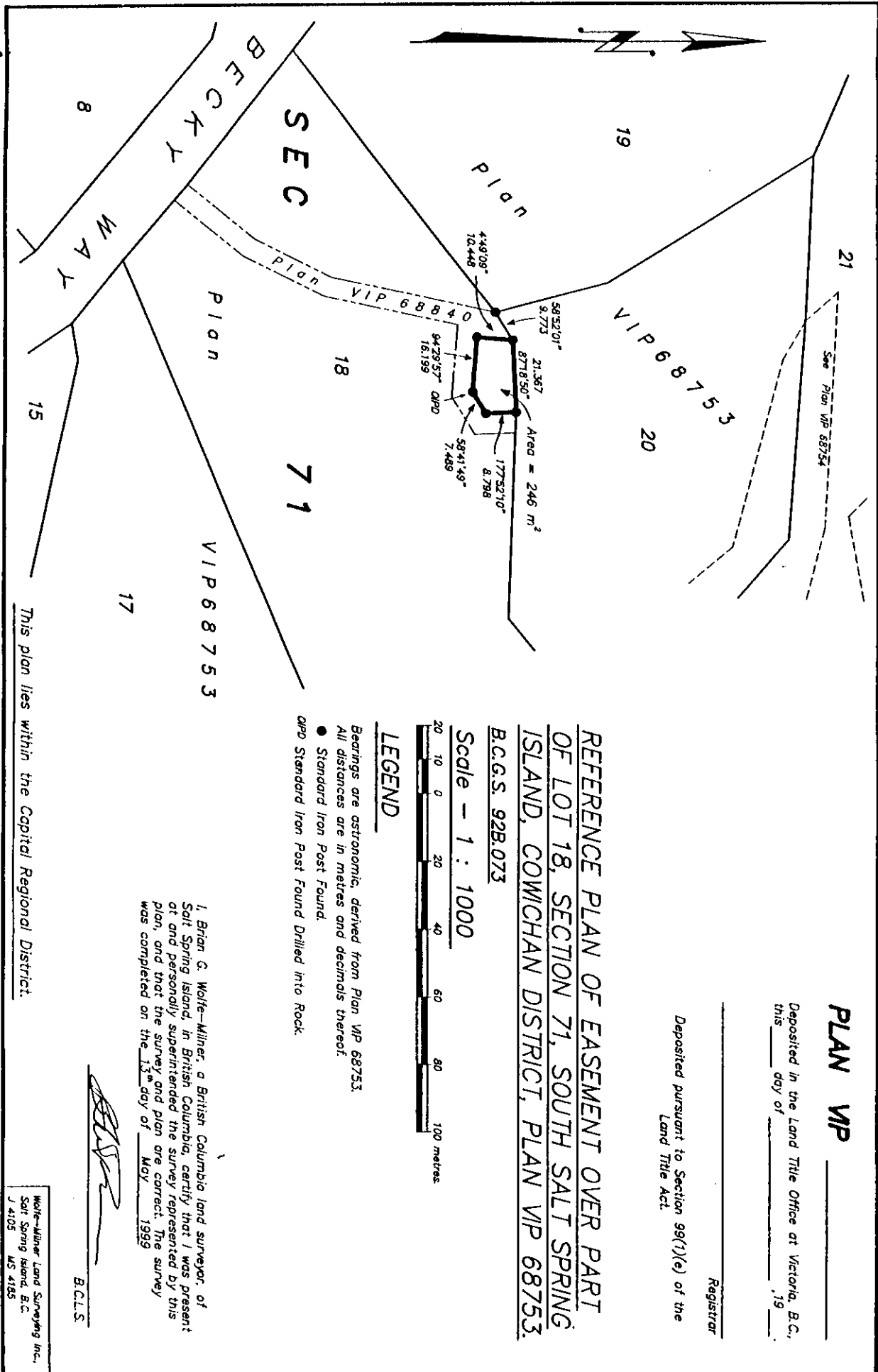
PACIFIC COAST SAVINGS CREDIT UNION, the holder of a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia, under charge numbers EM33663 and EM33664, and a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia under 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 a Reference Plan of Easement Over Part of Lot 18, Section 71, South Salt Spring Island, Cowichan District Plan VIP 68753, completed on the 13th day of May, 1999, by Brian G. Wolfe-Milner, B.C.L.S., and filed in the Land Title Office in Victoria, British Columbia, which plan is registered as Plan VIP 69060 (a copy of which Plan is attached hereto).

Page 6



This plan lies within the Capital Regional District.

PLAN VIP

Deposited in the Land Title Office at Victoria, B.C.,
this _____ day of _____, 19____.

Registrar

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

**REFERENCE PLAN OF EASEMENT OVER PART
OF LOT 18, SECTION 71, SOUTH SALT SPRING
ISLAND, COWICHAN DISTRICT, PLAN VIP 68753.**

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

Scale — 1 : 1000



LEGEND

- Bearings are astronomic, derived from Plan VIP 68753.
- All distances are in metres and decimals thereof.
- Standard Iron Post Found.
- Standard Iron Post Found Drilled into Rock.

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 13th day of May 1999

[Signature]
B.C.L.S.

Wolfe-Milner Land Surveying Inc.,
Salt Spring Island, B.C.
J 4105 MS 4185
M.S. 1999
C.O.C. 1999

END OF DOCUMENT

3A

50 Plan
1#

19 JUN -7 11 24

EN49548



RECEIVED - VICTORIA
LAND TITLE OFFICE
FORM 11(b)
(Sections 113 and 114)

VIP6906


APPLICATION FOR DEPOSIT OF
REFERENCE PLAN

I, ROBERT ADAIR, Barrister and Solicitor, of #201-4430 Chatterton Way, Victoria, British Columbia, V8X 5J2, agent of 521901 B.C. LTD. (Inc. No. 521901), of #201-4430 Chatterton Way, Victoria, British Columbia, V8X 5J2, apply to deposit a Reference Plan of Easement over Part of Lot 18, Section 71, South Salt Spring Island, Cowichan District, Plan VIP 68753.

I enclose:

- 1. The Reference Plan
- 2. The reproductions of the Plan required by Section 67(u).
- 3. Fees of \$_____.

DATED the 3rd day of June, 1999.


Signature

BURNS SERVICES

68753

68754

68840 ←

01 99/06/07 11:25:00 01 VI 165089
PLANS \$30.00

VIP6906