

FA057058

12 MAY 2006 12 32

FA057057

LAND TITLE ACT  
FORM C  
(Section 233)

PROVINCE OF BRITISH COLUMBIA  
GENERAL INSTRUMENT - PART 1

PAGE 1 of 9 pages

bB/  
10  
  
2c

1. Application: **JAWL & BUNDON** (File: 20488/RGM)  
 4th Floor - 1007 Fort Street  
 Victoria, B. C. V8V 3K5 (385-5787)

*D. Fielden*  
agent APPLICANT

2. (a) Parcel Identifier and Legal Description of Land:\*

P.I.D. No.:	Legal Description:
	Strata Lot 24, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 25, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 26, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 28, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 29, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 30, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)
	Strata Lot 31, Section 38, South Salt Spring Island, Cowichan District, Strata Plan VIS5021(Phase 4)

3. Nature of Interest:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
<i>5. 219</i> Covenant <del>over part shown on Plan VIP 80984</del>	Entire Instrument	Transferee
Priority Agreement granting Covenant priority over Mortgage ET139543, Assignment of Rents ET139544, Mortgage EW72284 and Assignment of Rents EW72285	Page 8, paragraph 23	Transferee

02 06/05/12 12:31:55 02 VI 698561  
CHARGE \$130.40

4. Terms:\* Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms	_____	D.F. No.
(b) Express Charge Terms	<u>  X  </u>	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.

LAND TITLE ACT  
FORM C  
(Section 219.81)

PROVINCE OF BRITISH COLUMBIA  
GENERAL INSTRUMENT - PART 1

5. Transferor(s):\*

**SPENCER'S EXCAVATING LTD.** (Inc. No. 130985) and **GOSSET BRONZES INC.** (Inc. No. A27416)  
(as to Covenant)

**ISLAND SAVINGS CREDIT UNION** (as to priority agreement)

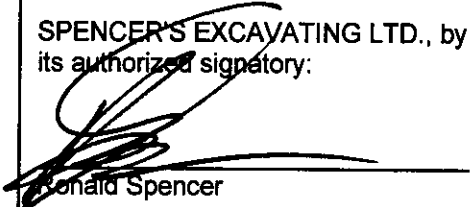
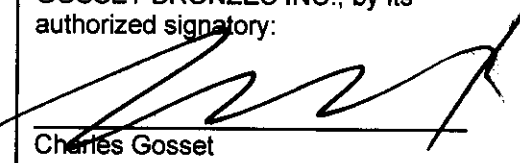
6. Transferee(s): (including address(es) and postal code(s))\*

**SALT SPRING ISLAND LOCAL TRUST COMMITTEE**, a local trust committee incorporated under the  
*Islands Trust Act*, R.S.B.C. 1996, c. 239, #1 - 500 Lower Ganges Road, Salt Spring Island, BC V8K 2N8

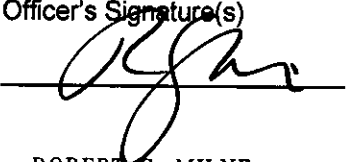
7. Additional or modified terms:\*

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			
Y	M	D	Party(ies) Signature(s)
05	12	16	<p>SPENCER'S EXCAVATING LTD., by its authorized signatory:</p>  <p>Ronald Spencer</p> <p>GOSSET BRONZES INC., by its authorized signatory:</p>  <p>Charles Gosset</p>

Officer's Signature(s)



ROBERT G. MILNE  
*Barrister & Solicitor*  
4th FLR., 1007 FORT STREET  
VICTORIA, B.C. V8V 3K5

(as to both signatures)

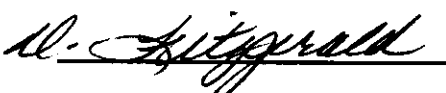
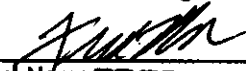

OFFICER CERTIFICATION- Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page in Form D.

LAND TITLE ACT  
FORM D


EXECUTIONS CONTINUED

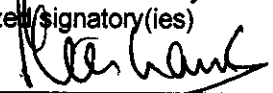
Officers Signature(s)	Execution Date			Transferor(s) Signature(s) (as to Priority)
	Y	M	D	
 Daneve Fitzgerald Commissioner for taking Affidavits for British Columbia Island Savings Credit Union 300 - 499 Canada Avenue Duncan, BC V9L 1T7	05	12	28	ISLAND SAVINGS CREDIT UNION by its authorized signatory(ies)  Print Name <b>FRED ZDAN</b>  Print Name <b>Jackie Scott</b>

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Execution Date			Transferor(s) Signature(s) (as to Priority)
Y	M	D	
05	12		SALT SPRING ISLAND LOCAL TRUST COMMITTEE by its authorized signatory(ies)
06	03	03	

Officers Signature(s)  
  
**Pauline Brazler**  
Commissioner for Taking Affidavits  
for British Columbia  
1 - 500 Lower Ganges Rd.  
Salt Spring Island, British Columbia  
V8K 2N8 Ph (250) 537-9144

Transferor(s) Signature(s)  
  
Print Name **PETER LAMB**  
Print Name

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.

- \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- \*\* If space insufficient, continue executions on additional page in Form D.

**TERMS OF INSTRUMENT – PART 2  
(SECTION 219 WATER TREATMENT COVENANT)**

**WHEREAS:**

- A. SPENCER'S EXCAVATING LTD. and GOSSET BRONZES INC. (the "Owner") are the registered owners of those lands described in Item 2(a) of Part 1 of this instrument (the "Land");
- B. The Owner proposed to subdivide the Land according to the plan of subdivision, a reduced copy of which is attached as Schedule "A";
- C. The Salt Spring Island Land Use Bylaw, 1999 (the "Land Use Bylaw") requires each subdivision lot to have a source of potable water, as that term is defined in the Land Use Bylaw;
- D. The Land will not be connected to a community water system and instead, water to the Land will be supplied by a private well located on the Land (the "Well");
- E. Chemical analysis of water from the Well indicates that the water is not potable, as that term is defined in the Land Use Bylaw;
- F. Pursuant to the Land Use Bylaw, if a subdivided lot will not have a source of potable water, then, as a condition of subdivision approval, the owner must grant the Salt Spring Island Local Trust Committee (the "Trust Committee") a covenant agreeing to treat the water;
- G. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to land a covenant, whether of a positive or negative nature, in respect of the use of land or the use of a building on or to be erected on land;
- H. The Owner wishes to grant this Covenant to the Trust Committee in the interests of confirming the water treatment requirement to the Owner and all future owners, tenants, lenders and others;

NOW THEREFORE in consideration of the promises below and the sum of One Dollar (\$1.00) paid by the Trust Committee to the Owner, and other good and valuable consideration (the receipt and sufficiency of which the parties acknowledged), the parties covenant and agree, pursuant to Section 219 of the Land Title Act, as follows:

**Restriction on use of Land**

1. The Owner shall not use the Land or any building or structure located on the Land for any residential or domestic purpose unless the Owner is in full compliance with this Covenant.

**Water Treatment System**

2. The Owner shall install a water treatment system on the Land which is effective to make the water from the Well potable, which term means the water is safe to drink and suitable for domestic purposes and without limiting the foregoing, to no less a standard than that specified by the Land Use Bylaw, as that standard may be revised or replaced from time to time.

**Upgrade of System**

3. The Owner shall upgrade, replace, clean, disinfect, service, and otherwise maintain the water treatment system as necessary from time to time.

**Owner's Responsibility for Treatment System**

4. The Owner is solely responsible for all aspects of the water treatment system, including its installation, monitoring, and effectiveness.

**Water Testing**

5. The Owner shall test the water from the Well from time to time as is necessary to confirm that it is potable.

**Owner's Responsibility for Water Testing**

6. The Owner is solely responsible for testing of the water from the Well, including the determination of the frequency of testing.

**Applicable Laws**

7. The Owner acknowledges that there are or may be federal, provincial and local government laws, regulations and orders affecting the Well and private drinking water supplies and the Owner acknowledges that the acceptance of this Covenant by the Trust Committee does not relieve the Owner from complying with all applicable aspects of those requirements.

**Discharge Against Public Interest**

8. In respect of a possible application to discharge this Covenant pursuant to the provisions of the *Property Law Act*, the Owner acknowledges that it is in the public interest that this Covenant remain registered against the title to the Land.

**Indemnity**

9. The Owner shall release and indemnify and save harmless the Trust Committee and its elected and appointed officials, officers, employees and agents, from and against any and all liabilities, losses, suits, actions, damages, claims, demands, costs and other harm arising out of or in any way connected with this Covenant or its subject-matter.

**Disposition of Land**

10. The Owner will not sell, transfer, lease, rent or otherwise dispose of the Land or propose to do any of them without giving all affected persons written notice of this Covenant.

**Inspections**

11. The Trust Committee and any of its officers and employees may inspect the Land and any building or structure on the Land, for the purpose of ascertaining compliance with this Covenant, upon not less than 24 hours notice in writing to the Owner and to any tenants in occupation.

**No Obligations on Trust Committee**

12. The rights given to the Trust Committee by this Covenant are permissive only and nothing in this Covenant:
  - a. imposes any duty of care or other legal duty of any kind on the Trust Committee to the Owner or to anyone else;
  - b. obliges the Trust Committee to enforce this Covenant, which is a policy matter within the sole discretion of the Trust Committee; or

- c. obliges the Trust Committee to perform any act or to incur any expenses for any of the purposes set out in this Covenant.

#### **No Effect on Laws or Powers**

13. This Covenant does not:

- a. affect or limit the discretion, rights 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
- b. affect or limit any law or enactment relating to the use or subdivision of the Land.

#### **Interpretation**

14. Reference in this Covenant to:

- a. the singular includes a reference to the plural, and references to the plural includes a reference to the singular, unless the context requires otherwise,
- b. a particular numbered section or lettered schedule is a reference to the corresponding numbered section or lettered schedule of this Covenant,
- c. an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* on the reference date of this Covenant,
- d. any enactment is a reference to that enactment as amended, revised, consolidated or replaced, and
- e. a party is a reference to a party to this Covenant.

#### **Covenant Runs With the Land**

15. Every obligation and covenant of the Owner in this Covenant constitutes both a contractual obligation and a covenant granted under Section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. This Covenant burdens and charges all of the Land and any parcels into which it may be subdivided by any means and any parcel into which the land is consolidated.

#### **Registration**

16. The Owner will do everything reasonably necessary, at the Owner's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrance registered, or the registration of which is pending, at the time of application for registration of this Covenant.

#### **Waiver**

17. An alleged waiver of any breach of this Covenant is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the Trust Committee of a breach of this Covenant by the Owner does not operate as a waiver of any other breach of this Covenant.

**Severance**

18. If any part of this Covenant is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Covenant and the rest of this Covenant remains in force unaffected by that holding or by the severance of that part.

**No Other Covenants**

19. This Covenant is the entire agreement between the parties regarding its subject.

**Enurement**

20. This Covenant binds the Owner and his successors, heirs, executors and administrators.

**Further Acts**

21. The Owner must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

**Deed and Contract**

22. By executing and delivering this Covenant the Owner intends to create both a Contract and a deed executed and delivered under seal.

**Priority Agreement**

23. ISLAND SAVINGS CREDIT UNION, in consideration of the receipt of one dollar (\$1.00) and other good and valuable consideration (the sufficiency of which is acknowledged), consents to the granting and registration of the covenants granted by the Transferor in this agreement (the "Covenants") and grants to the Transferee priority for the Covenant over the ISLAND SAVINGS CREDIT UNION's Mortgages registered in the Victoria Land Title Office under No. ET139543 and EW72284 and Assignment of Rents registered under No. ET139544 and EW72285 (the "Prior Charges") in the same manner and to the same effect as if the Covenants had been dated, executed, delivered and registered prior to the date, execution, delivery and registration of the Prior Charges.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Act Form C which is attached hereto and forms part of this Agreement.





12 MAY 2006 12 31

FA057057

LAND TITLE ACT  
FORM 11(a)  
(Section 99(1) (e))

APPLICATION FOR DEPOSIT OF REFERENCE PLAN OR EXPLANATORY PLAN (CHARGE) **IP 80984**

6A/10

1 Plan 54-

*RGM*

I, ROBERT G. MILNE, Solicitor, of 4th Floor, 1007 Fort Street, Victoria, B.C., V8V 3K5, the agent of ~~Spencer's Excavating Ltd. and Gosset Bronzes Inc.~~ the owners of a registered charge, apply to deposit a Reference Plan of Covenants over parts of Strata lots 24, 26, 27, 28, 29, 30 and 31, South Salt Spring Island, Cowichan District, Strata Plan VIS5021.

*Her Majesty the Queen in right of the Province of British Columbia as represented by the Ministry of Transportation and Capital Regional District*

- The reference/explanatory plan;
- 2. The reproductions of the plan required by section 67(u). (see below);
- 3. Fees of \$54.00;

Dated the 11 day of May, 2006.

02 06/05/12 12:31:34 02 VI 698561  
PLANS \$54.00

*Deb Fielden, agent*

*RGM*  
Robert G. Milne - solicitor

**Note:** (i) Under section 67(u) the following reproductions of the plan must accompany this application:

- (a) one blue linen or 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 signed the plan under section 1 (1) (a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) 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 \_\_\_\_\_ 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 215, the instrument containing the covenant must be tendered with the plan.