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A. Miller  
5 pages

THIS INDENTURE made the 11th day of July,  
A.D., 1956,

BETWEEN:

DONALD DANA FRASER, of Fulford Harbour,  
Salt Spring Island, in the Province of  
British Columbia, (hereinafter called  
the "Grantor"),

OF THE FIRST PART,

AND:

LESLIE CHRISTOPHER LAMBERT and PHYLLIS  
MARGARET LAMBERT, both of Fulford Har-  
bour aforesaid, (hereinafter called  
the "Grantees"),

*Leslie*

*Phyllis*

OF THE SECOND PART.

WHEREAS the Grantor is the owner in fee simple  
of the lands and premises (inter alia) in the Gulf Islands  
Assessment District, in the Province of British Columbia known  
and described as:

FIRSTLY: The Fractional Southwest Quarter ( $\frac{1}{4}$ )  
of Section Fifty-four (54), South Division,  
Salt Spring Island, Cowichan District, EXCEPT-  
ING therefrom Parcel "F" (D.D. 39041-1) thereof,  
and EXCEPTING ALSO therefrom those portions  
thereof lying within the boundaries of Plan 11121  
(hereinafter referred to as the "First Parcel"),

SECONDLY: Lots One (1) and Two (2) (inter  
alia) of Plan 11121 (hereinafter referred to  
as the "Subdivision lots"),

AND WHEREAS the Grantee is the owner in fee simple  
of the lands and premises in the Gulf Islands Assessment District  
in the Province of British Columbia known and described as:  
Parcel "F" (D.D. 39041-1) of Section Fifty-four (54) South

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886<sup>th</sup> St BC govt agent  
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Division, Salt Spring Island, Cowichan District (hereinafter called 'Parcel "F" '),

AND WHEREAS the Grantee or his predecessor in title to Parcel "F" has heretofore constructed upon, under and across the First Parcel a reservoir and a line of water pipe to convey water to Parcel "F" and in continuance thereof has also constructed a line of water pipe upon, under and across the Subdivision lots:

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by the Grantee to the Grantor at or before the execution of these presents (the receipt whereof is hereby by him acknowledged) the Grantor doth grant, convey and confirm unto the Grantee the free and uninterrupted use for the storing and conveying of water, at all times hereafter by the Grantee and his successor in title as owner for the time being of Parcel "F", of the existing reservoir and pipe line lying upon, under and across those portions of the before described First Parcel and Subdivision lots which are hereinafter described: and for the purpose of cleaning, repairing, renovating and maintaining in good condition the said reservoir and pipe line and for every such purpose the Grantee, his servants, agents and workmen shall have at all times, the right to enter upon and to pass and repass over and along the said lands hereinafter described;

The Grantee covenants and agrees with the Grantor that he the Grantee will forthwith after each such entry by him as aforesaid, restore the lands and premises entered upon, to the same condition as such lands and premises enjoyed prior to such entry, and further that he will forever indemnify and save harmless the Grantor or other person, the owner for the time being of the lands and premises so entered upon by him, from and against all actions, liens, claims and demands resulting from or arising out of any such entry by him, and against all

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costs, damages, charges and expense which the Grantee or owner for the time being of the lands and premises so entered upon, may incur or sustain by reason or on account thereof;

The lands affected by the right of easement hereinbefore granted are described as follows:-

FIRSTLY: All that part of the Fractional South-west Quarter of Section 54, South Division, Salt Spring Island, Cowichan District lying within the following described boundaries:- Commencing at a point on the westerly end of Menhinick Road, Plan 11121, distant 22.56 feet and S 13° 50'E from the north-west corner of said Road, thence N 81° 43' 50" W a distance of 271.76 feet to a point, thence N 9° 46' 50" E a distance of 34.21 feet more or less to an iron bar, thence N 80° 13' 10"W a distance of 145.29 feet to a point, thence S 9° 46' 50"W a distance of 45 feet more or less to an iron bar, thence S 80° 13' 10" E a distance of 145.29 feet more or less to an iron bar, thence N 9° 46' 50" E a distance of 7.79 feet to a point, thence S 81° 43' 50" E a distance of 273.06 feet to a point on the westerly end of Menhinick Road distant 25.80 feet and S 13° 50' E from the said north-west corner of Menhinick Road, thence N 13° 50' W a distance of 3.24 feet more or less to the point of commencement.

SECONDLY: All that part of Lot 1, plan 11121, Fractional South-west  $\frac{1}{4}$  of Section 54, South Division, Salt Spring Island, Cowichan District, lying perpendicularly distant three (3) feet on either side of the following described centre line or said centre line produced:- Commencing at a point on the most southerly boundary of said Lot 1 distant 13.27 feet and N 80° 47' W from the most southerly corner of said Lot 1, thence N 34° 42' 10" W a distance of 30.67 feet to a

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point, thence N 80° 22' 40" W a distance of 160.32 feet more or less to a point on the most westerly boundary of said Lot 1 distant 120.21 feet southerly from the north-west corner of said Lot 1.

THIRDLY: All that part of Lot 2, Plan 11121, Fractional South-west ½ of Section 54, South Division, Salt Spring Island, Cowichan District, lying perpendicularly distant one and one-half (1.5) feet on either side of the following described centre line or said centre line produced:-

Commencing at a point on the easterly boundary of said Lot 2 distant 71.48 feet and S 0° 42' E from the north-east corner of said Lot 2, thence N 81° 34' 40" W a distance of 227.88 feet more or less to a point on the northerly boundary of said Lot 2 distant 103.52 feet easterly from the north-west corner of said Lot 2.

AND IT IS EXPRESSLY AGREED AND DECLARED by and between the parties hereto that the rights hereby granted and the covenants and agreements herein contained shall run with the land and shall enure to the benefit of and be binding upon the parties hereto and their respective successors in title as owners for the time being of the said First Parcel and Sub-division lots and every of them, and of Parcel "F" respectively;

AND IT IS FURTHER AGREED that the words in this indenture which import the singular number shall be read and construed as applying to each and every party hereto, male or female, and to his or her heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the said parties hereto have

hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED )  
by Donald Dana Fraser, in the )  
presence of:

*Donald Dana Fraser*

Witness: *Patricia Worfield*

Address: *Victoria, B.C.*

Occupation: *Stenographer*

SIGNED, SEALED and DELIVERED )  
by Leslie Christopher Lambert )  
and Phyllis Margaret Lambert, )  
in the presence of:

*Leslie Christopher Lambert*  
*Phyllis Margaret Lambert*

Witness: *Wilson Dwyer*

Address: *Langley*

Occupation: *Legger*