BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL REF # V51976 REQUESTED: 2012-02-23 18:29

CLIENT NAME: MIKE EDDY
ADDRESS: 472 TRANS CANADA HWY
DUNCAN BC V9L 3R6

PICK-UP INSTRUCTIONS:

USER ID: PA38680 APPL-DOC # EF137348 VI Registered RCVD:1992-10-20
ACCOUNT: 888839
FOLIO

REMARKS:

Help Desk Victoria ..... (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number ..... (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

LAND TITLE ACT

FORM C

(Section 219.81) 5/21

Province of British Columbia

92 OC 20 10 46 0

RECEIVED LAND TITLE OFFICE

EF137348

GENERAL INSTRUMENT – PART I $50 *(This area for Land Title Office use)* Page 1 of 8 pages

1. APPLICATION: *(Name, address, phone number and signature of applicant, applicant's solicitor or agent)*

Susan Annala (683-6700)
10th Floor, 1075 West Georgia St.
Vancouver, B.C. V6E 4G8
Agent for District of North Cowichan

c/o West Coast Title Search Ltd.

signature of applicant, applicant's solicitor or agent

SUSAN ANNALA CHARGE 50.00

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
VIP55258 VIP55259	SEE SCHEDULE

FORM 1 (Section 36) MEMORANDUM OF REGISTRATION Registered on application received on the day and written hereon K.D. JACQUES, Registrar of the Nicola Land Title Office

3. NATURE OF INTEREST:*

DESCRIPTION	*DOCUMENT REFERENCE (page and paragraph)*	*PERSON ENTITLED TO INTEREST*
Statutory Right-of-Way PART	Page 4 and 5	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ 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):*

FIRST NATIONAL PROPERTIES LTD. (Amalgamation No. 331455)

6. TRANSFEREE(S): *(including postal address(es) and postal code(s))**

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN having offices at 7030 Trans Canada Highway, P.O. Box 278, Duncan, British Columbia V9L 3X4

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	Party(ies) Signature(s)
E. ROLAND PIERROT Solicitor 1000 - 1075 W. Georgia St. Vancouver, B.C. V6E 4G8	92	9	3	FIRST NATIONAL PROPERTIES LTD. by its authorized signatory TERRY CHONG

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

REV: 03/92

MACK Printers & Stationers Ltd.

2

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
GEORGINA V. ZORN A COMMISSIONER FOR TAKING OATHS AND AFFIDAVITS IN BRITISH COLUMBIA. P.O. BOX 278, DUNCAN, B.C. V9L 3X4	92	10	06	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN by its authorized signatories HENRY REX HOLLETT, MAYOR MARK OLIVER RUTTAN, CLERK

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.

© 1990 MACK

3

LAND TITLE ACT
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)	(LEGAL DESCRIPTION)
NO PID NUMBERS	Lots 167 and 168, Sections 1 and 2, Range 3, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 169, 172, 173, 174 and 175, Section 1, Range 3, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 197, 198, 199 and 200, Section 2, Range 4, Comiaken District, Plan VIP 55257
NO PID NUMBER	Lot 201, Section 2, Ranges 3 and 4, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 202 and 203, Section 2, Range 3, Comiaken District, Plan VIP 55257

© 1990 MACK

REGISTERED VIEF137348 RCVD:1992-10-20 RQST:2012-02-23-18.29.12.536

4

TERMS OF INSTRUMENT - PART 2
STATUTORY RIGHT-OF-WAY

WHEREAS:

1. The Transferor is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the Municipality of North Cowichan, Province of British Columbia, being more particularly known and described as:

PID	LEGAL DESCRIPTION
NO PID NUMBERS	Lots 167 and 168, Sections 1 and 2, Range 3, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 169, 172, 173, 174 and 175, Section 1, Range 3, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 197, 198, 199 and 200, Section 2, Range 4, Comiaken District, Plan VIP 55257
NO PID NUMBER	Lot 201, Section 2, Ranges 3 and 4, Comiaken District, Plan VIP 55257
NO PID NUMBERS	Lots 202 and 203, Section 2, Range 3, Comiaken District, Plan VIP 55257

(hereinafter referred to as the "Lands")

2. The Transferee has requested the Transferor to grant and the Transferor has agreed to grant unto the Transferee a Statutory Right-of-Way in, under, over, through and upon certain portions of the Lands contained within the heavy black outline on:

FIRSTLY: that plan of Statutory Right-of-Way through Section 1 and Lots 167 and 168 of Sections 1 and 2, Lots 169, 172 to 176, 178, 183 and 212 of Section 1, Plan VIP 55257 all of Range 3, Comiaken District, prepared by William R. Hutchinson, BCLS, and completed and certified correct on the 21st day of August, 1992; and

5

VIP 55054

SECONDLY: that plan of Statutory Right-of-Way through Lots 188, 202, 203, 206 and 208 of Section 2, Range 3, Lots 191 and 201 of Section 2, Ranges 3 and 4, Lots 197 to 200 of Section 2, Range 4, all of Plan VIP 55257, and Section 2, Range 3, all in Comiaken District, prepared by William R. Hutchinson, BCLS, and completed and certified correct on the 21st day of August, 1992,

copies of which are attached hereto, for the purposes herein contained

(hereinafter referred to as the "Right-of-Way Area").

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged) the Transferor, pursuant to Section 214 of the Land Title Act, for itself, its successors and assigns, hereby grants unto the Transferee; its successors and assigns, the full, free and unrestricted right, licence, liberty, privilege and easement, together with its servants, workmen and employees and also together with all necessary vehicles, tools, equipment and materials to enter upon at any time, and to use the Right-of-Way Area for the purposes of laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing, with or without pipes, pumps, wires, fittings, valves and service connections, or any form of installation deemed necessary, (hereinafter collectively called "the works") in, under, over, through and upon the Right-of-Way Area the following:

1. a storm sewer system for the passage and carriage of drainage water; and

2. a sanitary sewer system for the passage and carriage of sewage;

and of keeping and maintaining the works at all times in good condition and repair.

IT IS MUTUALLY AGREED between the parties hereto as follows:

1. THAT the Transferee shall indemnify and save harmless the Transferor from any and all claims arising through the use of the Right-of-Way Area by the Transferee;

2. THAT all damage caused by the Transferee in the undertaking of the works shall be paid for by the Transferee;

3. THAT the surface of the ground shall be restored by the Transferee to its original condition as much as is reasonably possible as soon as any of the works have been completed;

4. THAT any of the works undertaken by the Transferee shall be completed by the Transferee with due dispatch;

5. THAT the Transferor will not erect any buildings or structures (except fences) or permit any buildings or structures to be erected (except fences) nor plant, nor permit to be planted, any trees, shrubs, or other growth on the Right-of-Way Area that would obstruct or preclude the Transferee's right to pass or repass in, under, over, through and upon the Right-of-Way Area;

6. THAT the Transferor will not plant any trees, shrubs, or other growth on the Right-of-Way Area that would in time become a hazard to the said works, or allow anything to be done which, in the opinion of the Transferee, would be hazardous thereto;

7. THAT this Statutory Right-of-Way is necessary for the operation and maintenance of the Transferee's undertaking;

8. THAT the Statutory Right-of-Way granted herein shall be construed as running with the land and no part of the fee of the soil shall pass to or be vested in the Transferee and the Transferor may use and enjoy the Right-of-Way Area in common with the Transferee.

WHEREVER the singular or masculine are used in this Agreement they shall be construed as meaning the plural, feminine or body politic or corporate where the context or the parties hereto so require.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

REGISTERED VIEF137348 RCVD:1992-10-20 RQST:2012-02-23-18.29.12.536

7

7 of 8
8 of 8.
(EF137348

N O T E:

THE PLAN WHICH WAS REFERRED TO IN, AND ATTACHED TO THIS DOCUMENT WAS AN EXACT COPY OF THE DEPOSITED PLAN WHICH IS FILED UNDER NUMBER VIP55258 + VIP55259.