

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE OF PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

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

7. ADDITIONAL OR MODIFIED TERMS:

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

Transferor(s) Signature(s)

Y	M	D

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 Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

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 E**

SCHEDULE

PAGE OF PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT – PART 2

EASEMENT

Power Lines – Access

This Agreement made as of the _____ day of July, 2013.

BETWEEN:

GREAT CENTRAL HOLDINGS LTD. (Inc. #BC0689572)
#206-4430 Chatterton Way, Victoria, BC, V8X 5J2

(hereinafter called the “Grantor”)

AND:

THE OWNERS, STRATA PLAN EPS817
#206-4430 Chatterton Way, Victoria, BC, V8X 5J2

(hereinafter called the “Grantee”)

WHEREAS:

A. The Grantor is the registered owner of the lands and premises legally described as:

PID No. _____
Strata Lot 15, District Lot 282, Alberni District, Strata Plan EPS817

(the “Servient Tenement”);

B. The Grantee is the registered owner of the lands and premises legally described as:

The Common Property, District Lot 282, Alberni District, Strata Plan EPS817

(the “Dominant Tenement”);

C. The Grantor has agreed on the terms and conditions set out in this Agreement to grant an easement through, under, over and across over that part of the Servient Tenement shown outlined in bold line on the Reference Plan EPP30707, prepared by Michael Sims, B.C.L.S. and certified completed on May 1st, 2013 a reduced paper print copy of which is attached hereto as **Schedule “A”**, for the purposes of providing and maintaining a power line for the benefit of the Dominant Tenement (hereinafter called the “Easement Area”).

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the premises and the mutual grants and covenants herein contained and the sum of ONE DOLLAR (\$1.00) of the lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is acknowledged by the Grantor), and of the due execution of these presents by the parties hereto, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Grantor does hereby grant, convey and confirm unto the Grantee in common with the Grantor for the purposes of the Grantee and its servants, agents and workmen, a full, free and uninterrupted right, license, liberty, easement, privilege and permission at all times and from time to time:
 - (a) to install, construct, maintain, inspect and replace or repair on the Easement Area an underground power or hydro line and necessary appurtenances thereto in order to provide power for use by the Dominant Tenement.
 - (b) to enter upon and to pass and repass with or without vehicles in, over and across the Easement Area for the purposes aforesaid;
 - (c) generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing, including supply the electricity for said the purposes.To have and to hold the Easement as an easement appurtenant to the Dominant Tenement.
2. The Grantee covenants with the Grantor, in consideration of the grant of the Easement, that:
 - (a) each time it disturbs the surface of any land in the exercise of any of the rights granted to it under this Easement that it shall restore the same as nearly as is reasonably possible to the condition thereof before such disturbance;
 - (b) to repair or replace any damage to the Servient Tenement at the Grantee's expense; and
 - (c) to take all steps which are commercially reasonable to reduce the inconvenience to the Grantor.
3. Subject to the provisions of the sub-paragraph (b) hereof
 - (a) the Grantor hereby covenants with the Grantee not to make, place, erect or maintain, subsequent to the date hereof, any permanent building, structure, excavation, pile of material or obstruction in, under or upon the Easement Area without the written consent of the Grantee first had and obtained; and

- (b) the Grantee covenants not to do anything which would interfere with the power line located on the Easement Area and shall be responsible for any damage to the said line as a result of any act of the Grantee.
- 4. The Easement herein shall be construed as running with the land, and shall attach to and run with each and every part into which the said land or any part thereof may hereafter be subdivided, but no part of the fee of the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may use and enjoy the Easement, subject only to the rights and restrictions herein provided,
- 5. And it is expressly agreed between the parties hereto that all grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places, and wherever singular and masculine pronouns are used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context of the parties hereto require.

IN WITNESS WHEREOF the parties have hereunto executed Part 1 of Form C - General Instrument on the date indicated therein.

