

**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

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TERMS OF INSTRUMENT – PART 2

EASEMENT
for Water Treatment System and
Electric and Telephone Lines

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

BETWEEN:

GREAT CENTRAL HOLDINGS LTD. (Inc. No. BC0689572)
#206-4430 Chatterton Way, Victoria, BC, V8X 5J2

(hereinafter called the "Transferor")

AND:

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

(hereinafter called the "Transferee")

WHEREAS:

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

PID No. 028-300-823
Lot 1, District Lot 282, Alberni District, Plan VIP88189

(the "Servient Tenement");

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

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

(the "Dominant Tenement");

C. The Transferor has agreed on the terms and conditions set out in this Agreement to grant an easement through, under, over and across that part of the Servient Tenement shown outlined in bold line on Reference Plan EPP31591, prepared by Michael Sims, B.C.L.S. and certified completed on June 4th, 2013 a reduced paper print copy of which is attached hereto as **Schedule "A"** (the "Easement Area"), for the purposes of the installation and construction of a pumphouse, waterline, storage tanks, filters and appurtenances thereto (collectively called the "Water Treatment System") and for the installation of lines for the transmission and distribution of electrical energy and for communication purposes and necessary appurtenances thereto in order to service the Water Treatment System.

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 Transferee to the Transferor (the receipt whereof is acknowledged by the Transferor), and of the due execution of these presents by the parties hereto, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Transferor does hereby grant, convey and confirm unto the Transferee in common with the Transferor for the purposes of the Transferee 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. **Water Line**

- (a) to install, construct, maintain, inspect and replace or repair on the Easement Area a Water Treatment System for purposes of supplying water for domestic consumption including all pipes, valves, conduits, casings, fittings, meters, appliances, facilities, attachments or devices, pumps and Pumphouse used in connection therewith; and
- (b) to enter upon and to pass and repass with or without vehicles over and across the Easement Area for the purposes aforesaid; and

B. **Electrical and Telephone Lines**

- (a) to install, construct, maintain, inspect and replace or repair on the Easement Area lines for the transmission and distribution of electrical energy and for communication purposes and necessary appurtenances thereto in order to service the Water Treatment System; and
- (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 Transferee in connection with the foregoing,

2. The Easement hereby granted shall be continuing and shall be construed as running with the land, but no part of the soil shall be passed to or be vested in the Transferee under the terms hereof. Provided however, this easement and the Transferee's rights connected therewith shall terminate and be at an end twelve (12) months following a municipality, regional district, partnership, provincial or other public or private-public body or supplier approved by the Regional district and creation of a local service area (collectively called a government entity) making available or providing access to a water system which would service the Transferee and the bare land strata lots forming part of Strata Plan EPS817 and other uses of the Water Treatment System or where any government entity agrees to take over and maintain the Water Treatment System operated by the Strata Corporation. In the event of the latter, the Transferor covenants and agrees to grant the government entity a statutory right of way.

3. The Transferee covenants and agrees that:
 - (a) it owns the Water Treatment System and is solely responsible for the Water Treatment System and for any and all costs related thereto;
 - (b) it is solely responsible for water quality and to ensure that all components of the Water Treatment System are kept in good working order and repair and to ensure all water quality inspections are performed;
 - (d) it will indemnify and save the Transferor harmless with respect to any and all liability, claims, causes of action arising out of the use and operation of the Water Treatment System including, without limitation, the pumps, waterlines, storage tanks and appurtenances thereto.

4. The Transferee covenants with the Transferor, in consideration of the grant of the foregoing Easements, that:
 - (a) it will transfer the Water Treatment System to any government entity for ONE (\$1.00) DOLLAR in the event such government entity is prepared to take over and maintain the Water Treatment System at the government entity's expense;
 - (b) the Transferee will hook up or connect to any government entity's water system at its expense as soon as such system becomes available;
 - (c) if the Transferor wishes to relocate the Water Treatment System or power lines located on Lot 1 to facilitate the development of Lot 1 or otherwise, the Transferee agrees that the Transferor may do so at the Transferor's own expense and with as little disruption to the water system as possible and with any required permits or consents from the necessary government agencies;

- (d) the Transferee will maintain, at its sole cost, third party liability insurance in the amount of TWO MILLION (\$2,000,000) DOLLARS on the Easement Area and Water Treatment System against third party claims;
 - (e) the Transferee will pay that proportionate share of the real property taxes on Lot 1 as the area of the Easement Area bears to the whole of the area of Lot 1;
 - (f) the Transferee will pay for any and all costs whatsoever associated with the maintenance, replacement, and inspection of or arising out of the use and operation of the Water Treatment System and power line;
 - (g) 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; and
 - (h) to repair or replace any damage, reasonable wear and tear exempted, to the Servient Tenement at the Transferee's expense.
5. The Transferee further covenants to make application on behalf of the Transferee and/or strata lot owners to the appropriate government entity to effect the hook up of each of strata Lot 1 through 40 inclusive to the water system operated by the government entity immediately such water system is made available. In the event the Transferee refuses, neglects, or otherwise fails to make such necessary applications or complete such work necessary to effect the hook ups to the water system, then the Transferor shall have the absolute right and authority to make such applications and complete such work on behalf of the Transferee and the Transferee hereby appoints the Transferor as their power of attorney or their agent for the specific purpose of making such applications and carrying out such works and the Transferee shall pay all costs incurred by the Transferor in so doing, forthwith upon demand.
6. Notwithstanding the expiration or earlier termination of the Easement herein granted, nothing herein contained shall relieve the Transferee of the covenants, agreements and obligations as herein contained all of which agreements, powers and covenants are hereby expressly reserved.
7. It is further understood and agreed that upon expiration or termination of this easement, the Transferor, at its costs and at its convenience, subject to the direction of the appropriate public authority, may remove the pumphouse and Water Treatment System from Lot 1.

8. The Transferor hereby covenants during the continuance of this agreement:
 - (a) not at any time do any act or things which may in any way injure or harm the water system; and
 - (b) not to make, place or erect or maintain any building, foundation, excavation or other obstruction upon the easement areas which might interfere with or endanger the operation or maintenance of the water system or which might obstruct access by the Transferee, its servants, agents or licencees to the water system.
9. The Transferor and the Transferee each hereby covenant from time to time and at all times upon every reasonable request and at the expense of the Transferee to do and execute or cause to be done or executed all such further and other and lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring to the Transferor and to the Transferee and their respective successors and assigns of the rights, liberties and easements hereby granted.
10. The Transferee further covenants and agrees to indemnify and safe the Transferor harmless from any and all damages, claims and costs whatsoever arising out of the use of the Easement Area by the Transferee.
11. The covenants herein of the Transferee shall not be merged by the expiration or earlier termination of this agreement.
12. 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 Transferee under or by virtue of these presents and the Transferor may use and enjoy the Easement Areas, subject only to the rights and restrictions herein provided,
13. 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.

PLAN EPP31591

REFERENCE PLAN OF PART OF LOT 1, DISTRICT LOT 282, ALBERNI DISTRICT, PLAN VP88189.

PURSUANT TO SECTION 860(1) OF THE LAND TITLE ACT, FOR EASEMENT PURPOSES.

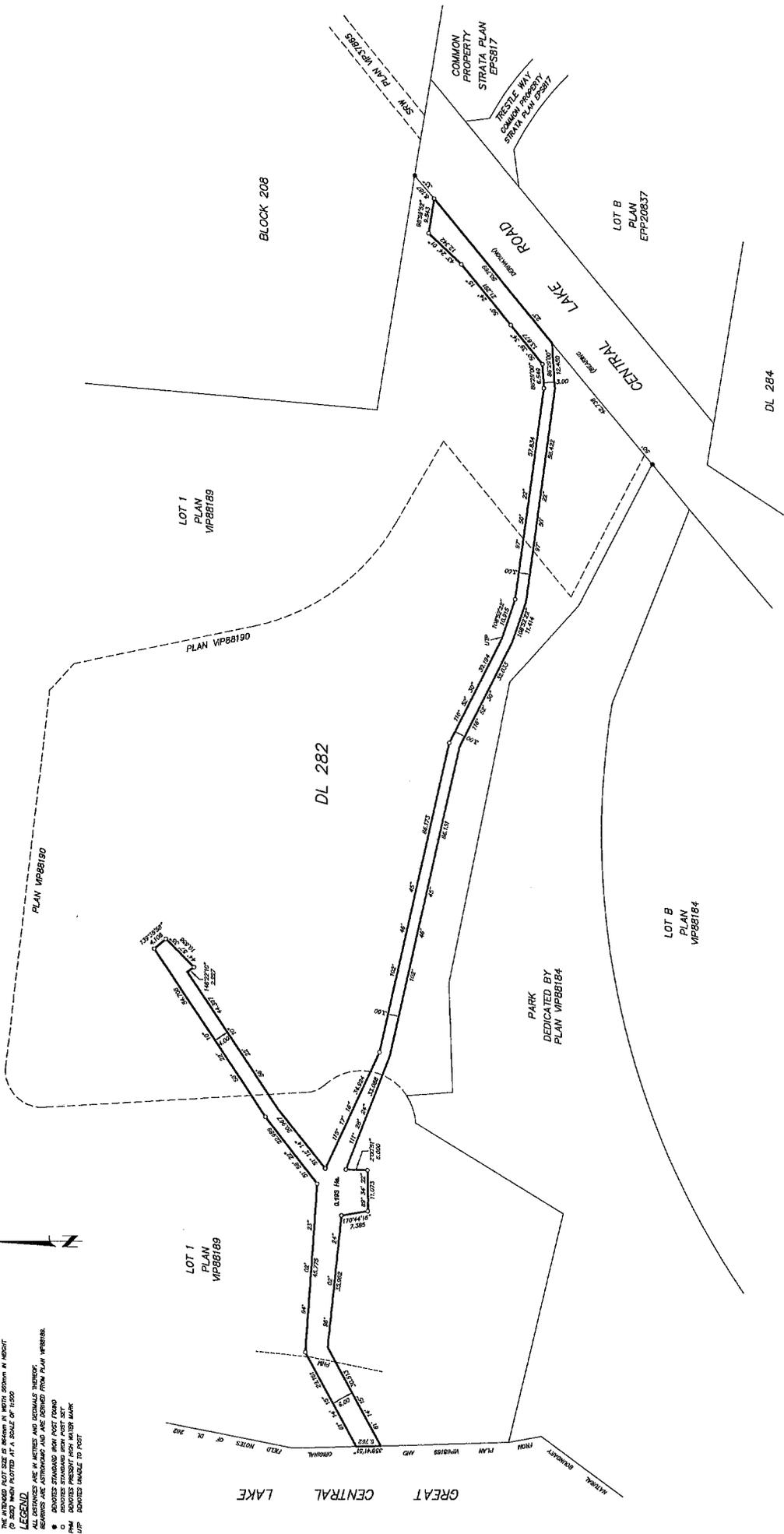
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SCALE 1:500



LEGEND

- ALL DIMENSIONS ARE IN METRES AND DECIMALS THEREOF.
- REVISIONS ARE AUTOMATIC AND ARE DERIVED FROM PLAN VP88189.
- DIMENSION STATIONS FROM POST FOUND
- DIMENSION STATIONS FROM WATER MARK
- PMI DIMENSION STATIONS FROM WATER MARK
- UP DIMENSION STATIONS TO POST



THIS PLAN WAS PREPARED BY THE REGIONAL DISTRICT OF ALBERNI DISTRICT AND COMPLETED THE 30th DAY OF JUNE, 2011.
MORRIS A. SMITH, R.S.P.

SIMS ASSOCIATES
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