

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

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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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

PAGE of pages

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

Access to Water Treatment Plant

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

BETWEEN:

THE OWNERS, STRATA PLAN EPS817

#206-4430 Chatterton Way,
Victoria, BC, V8X 5J2

(hereinafter called the "Transferor")

AND:

DANIELLE GAYLE MARLEY, Manager,
1670 Stellys Cross Road,
Saanichton, BC, V8M 1S8

(hereinafter called the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner of the lands and premises legally described as:
- The Common Property, District Lot 282, Alberni District, Strata Plan EPS817
- (the "Servient Tenement");
- B. The Transferee is the registered owner of the lands and premises legally described as:
- PID No. 028-300-858
- Lot 3, District Lot 282, Alberni District, Plan VIP88189
- (the "Dominant Tenement");
- C. The Transferor operates a water treatment system and a sewage treatment plant for the benefit of bare land Strata Lots 1 through 40, Strata Plan EPS817, which systems have some excess capacity.
- D. The Transferor has agreed on the terms and conditions set out in this Agreement to grant an easement over the Servient Tenement for the purposes of obtaining access to and connection to the water treatment system and sewage treatment plant owned and operated by the Transferor.

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) if excess capacity is available as determined by a qualified engineer, to connect to and use the sewage treatment plant situate on the Servient Tenement for the purposes of discharging or releasing sewage originating on the Dominant Tenement; and
 - (b) to connect to and use water from the water treatment system operated by the Transferor.To have and to hold the Easement as an easement appurtenant to the Dominant Tenement.
2. The Transferor agrees to provide at no cost, access to all records, data and systems in order to facilitate or assist a qualified engineer to give a certificate with respect to the capacity or ability of the sewage treatment plant to handle additional users.
3. The Transferee shall pay to the Transferor:
 - (a) all costs related to the Transferee's hook up to the water treatment system and sewage treatment plant; and
 - (b) an annual user fee equal to the average total annual assessment paid by one of the bare land strata lots for whom the Transferor operates the water treatment system and sewage treatment plant.
4. The Transferee further covenants and agrees:
 - (a) that if the Transferor discontinues the use of the water treatment system because an alternate system become available, this easement shall be terminated;
 - (b) not to do anything which would interfere with the operation of the water treatment system or sewage treatment plant and shall be responsible for any damage caused to either the water treatment plant or the sewage treatment plant as a result of any act of the Transferee;

- (c) if permitted, that the right to use or hook up to the water treatment system and sewage treatment plant shall be limited to one residential dwelling or work shop, unless otherwise agreed to in writing by the Transferor;
 - (d) if requested by the Transferor, the Transferee will provide, at its expense, a certificate from a qualified engineer confirming that the sewage treatment plant has the excess capacity needed to accommodate another user;
 - (e) that in circumstances where the sewage treatment plant does not have excess capacity, the Transferor shall have no obligation to provide sewage treatment plant services hereunder or be liable for any damages whatsoever for the failure or inability to provide such services; and
 - (f) that excess capacity will be allocated by the Transferor, on a “first come first, serve basis”.
5. The Easement herein shall be construed as running with the land, but shall not attach to and run with each and every part into which the said land or any part thereof may hereafter be subdivided. 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, subject only to the rights and restrictions herein provided,
6. 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.

END OF DOCUMENT