



INFORMATION PACKAGE



The enclosed information is from sources deemed reliable, but it should not be relied upon without independent verification



OCEAN VIEW

MAPLE BAY

1072 SHORE PINE CLOSE

\$1,099,000

2 BEDROOMS | 3 BATHROOMS

2185 SQ. FT. | 21780 SQ. FT. LOT

Oceanview! This brand new executive class home located in Maple Bay is the perfect retirement or downsizing home. Main floor living features an open concept design to take advantage of the exceptional views of Bird's Eye Cove and Salt Spring Island. Kitchen has a large center island with granite countertops, Bosch appliances, and walk-in pantry. Living room has a cozy propane fireplace set in a stone heath with fir wood accents. The large primary bedroom is also situated to take advantage of the views. The ensuite features a giant pedestal soaker tub and glass-walled shower. A large covered deck offers a great refuge to view eagles and the watercraft navigating the bay. The lower floor has a one-bedroom guest suite with own entrance. The subtle accents are what make this home special; live edge countertops and shelving, edge grain fir doors, custom milled wood & old-growth cedar fencing to name a few.



BRIAN DANYLIW

BRIAN.DANYLIW@THEAGENCYRE.COM | 250.710.6844

MANAGING PARTNER, BRITISH COLUMBIA & CALGARY

725 CANADA AVENUE | DUNCAN, BC V9L1V1 | 250.710.8779

THEAGENCYRE.COM

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Special Features – 1072 Shore Pine Close

Location/Property

- Mountain views
- Minutes to downtown Chemainus
- 15 Minutes to Duncan
- Hiking and biking trails

Main Floor

- 2180 sq. ft.
- Gas fireplace to keep you cozy
- Living room
- 2-piece bathroom
- Large dining room, great for entertaining
- Laundry
- Cover deck with beautiful views
- Family room
- Sitting room
- Den with access to deck

Kitchen

- Double sink
- Tons of counter space
- Wall ovens
- Two dishwashers

Lower Floor

- Rec room with kitchen arena
- 3- piece bathroom
- Crawl space



Special Features – 1072 Shore Pine Close

Other

- Double garage
- Large Decks
- Dock
- Finished path to the lake
- Heat pump

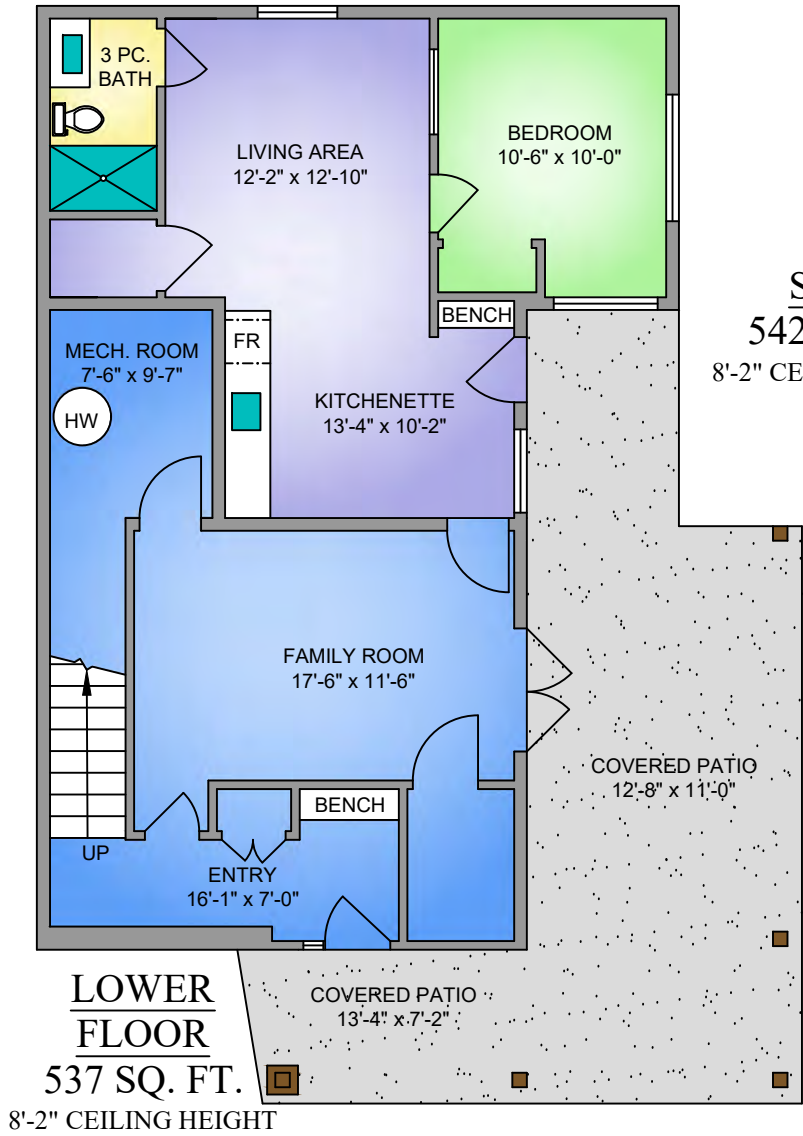


1027 Shore Pine Close, Duncan

Legal:	LOT 4 SECTIONS 2 AND 3 RANGE 5 COMIAKEN DISTRICT PLAN VIP85507		
PID:	027-630-684		
Price:	\$1,149,000	Listing No.:	L22-26
Taxes (Year):	\$3,183 (2022)	Title:	Freehold
Strata Fee:	N/A	Year of fee:	N/A
Zoning:	R-1	Zoning Type:	Residential
Lot Size:	0.5 Acres	Year Built:	2022
Total Area:	2,185 sq.ft.	Finished Area:	2,185 sq.ft.
Style:	Westcoast Contemp	No. of Floors:	2
Bedrooms:	2	Bathrooms:	3
Construction:	Wood Frame	Foundation:	Yes
Flooring:	Mixed	Exterior:	Wood siding
Water:	Municipal	Sewer:	Sewer To Lot
Wall Insulation:	Yes	Ceiling Insulation:	Yes
Heating:	Heat Pump	Fuel:	Electric
No. of Fireplaces:	1	Fireplace Fuel Type:	Gas
Roofing Material:	Fiberglass Shingle	Roof Age:	2022
Garage:	No	Additional Parking:	Yes
Windows:	Thermo	In Ground Sprinkler:	N/A
RV Parking:	Yes	Outbuildings:	N/A
Pool:	N/A	Hot Tub:	N/A
Built In Vacuum:	N/A	Additional Interior Storage:	Yes
Elementary School:	SD79	Middle School:	SD79
Secondary School:	SD79	Recreation Nearby:	Yes!
Home Warranty:	Yes	Views:	Ocean

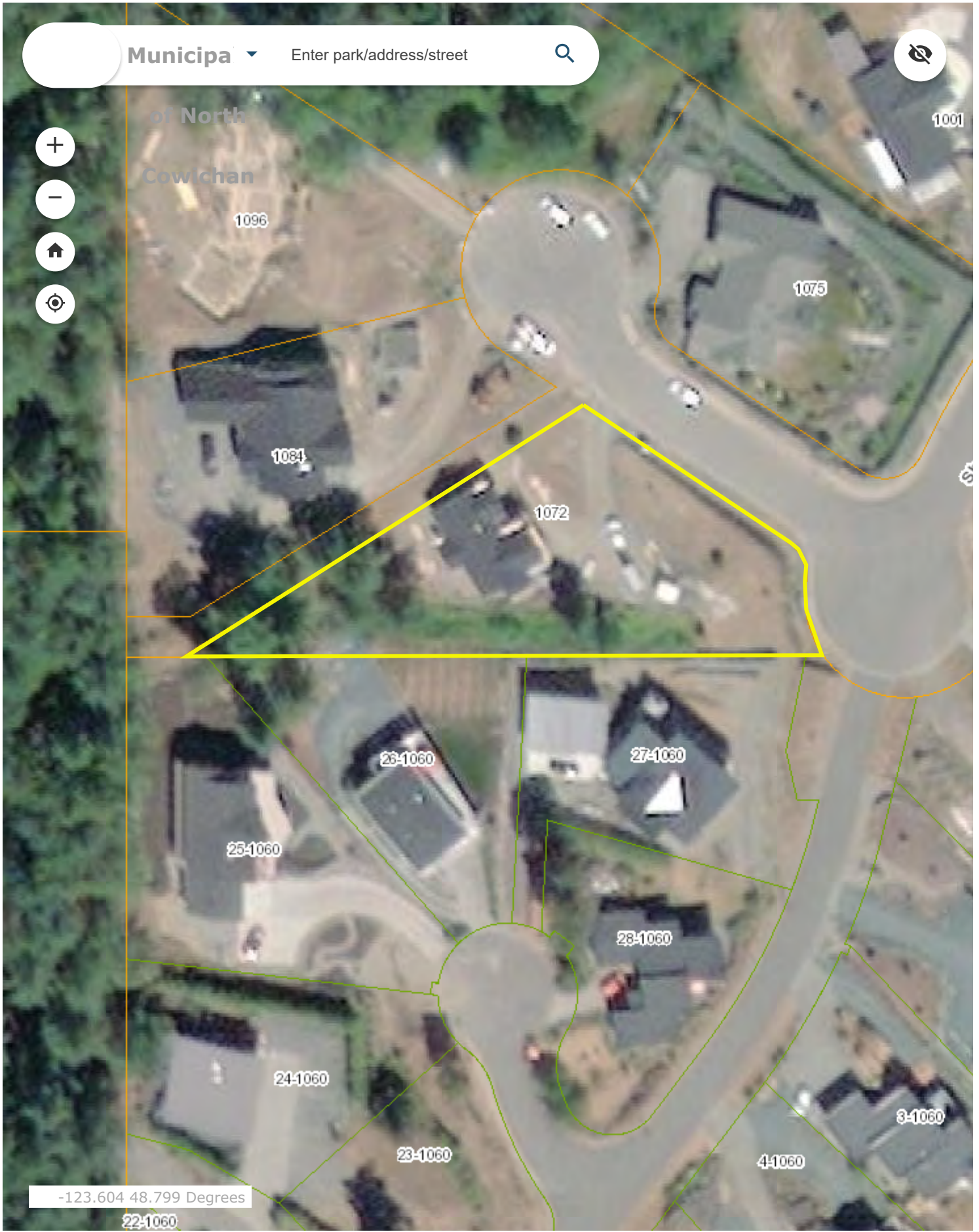
The above information is from sources deemed reliable, but it should not be relied upon without independent verification.

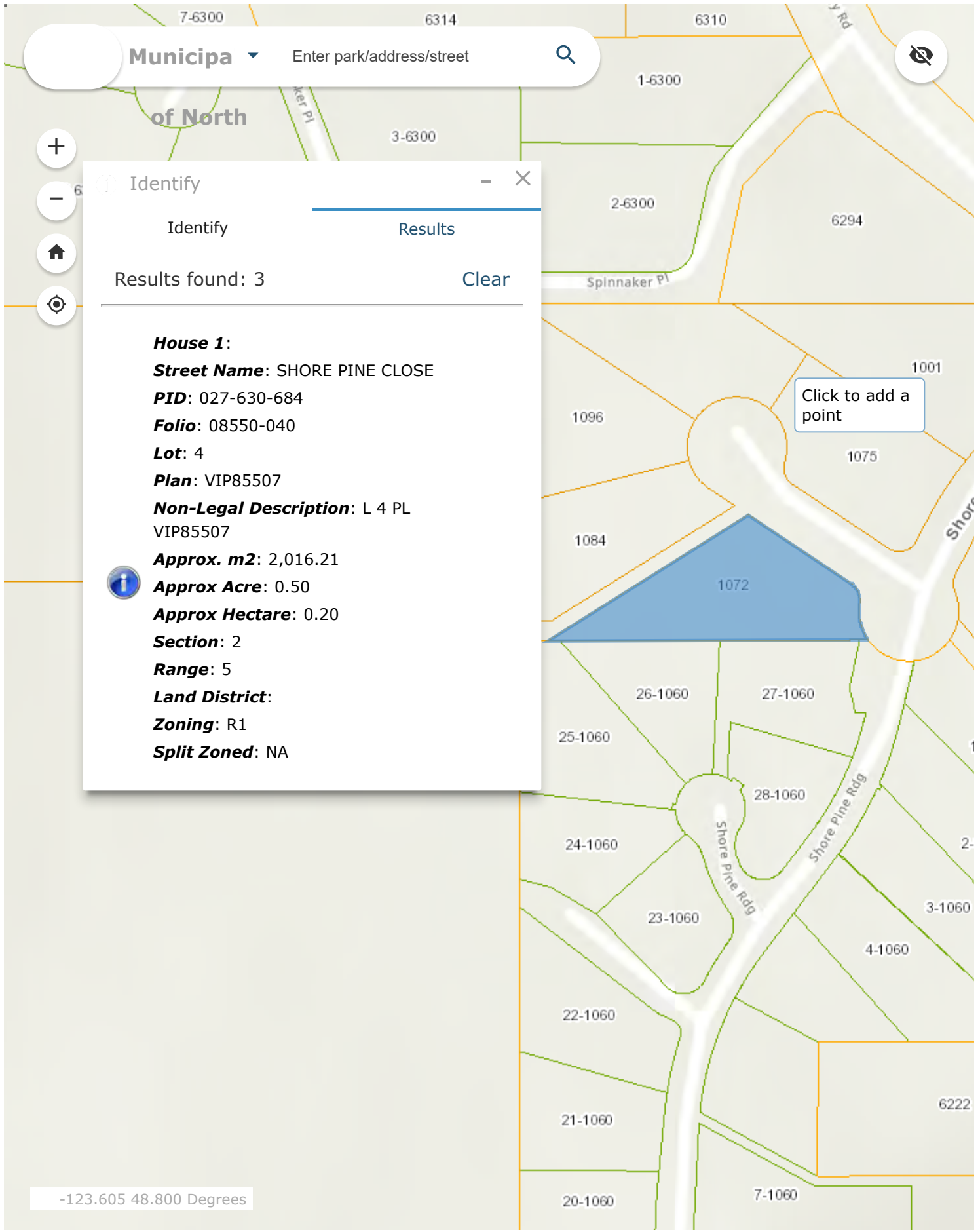
NORTH



SUITE
 542 SQ. FT.
 8'-2" CEILING HEIGHT

1072 SHORE PINE CLOSE JUNE 10, 2022			
PREPARED FOR THE EXCLUSIVE USE OF BRIAN DANYLIW. PLANS MAY NOT BE 100% ACCURATE, IF CRITICAL BUYER TO VERIFY.			
FLOOR	TOTAL	AREA (SQ. FT.)	
		FINISHED	DECK / PATIO
MAIN	1079	1079	465
LOWER	1079	1079	496
TOTAL	2158	2158	961





Municipa

Enter park/address/street



Identify

Identify

Results

Results found: 3

Clear

House 1:

Street Name: SHORE PINE CLOSE

PID: 027-630-684

Folio: 08550-040

Lot: 4

Plan: VIP85507

Non-Legal Description: L 4 PL
VIP85507

Approx. m2: 2,016.21



Approx Acre: 0.50

Approx Hectare: 0.20

Section: 2

Range: 5

Land District:

Zoning: R1

Split Zoned: NA

Click to add a point

-123.605 48.800 Degrees

40m

Residential Rural Zone (R1)

Permitted Uses

- 56 (1) The permitted uses for the R1 zone are as follows:
- Agriculture
 - Assisted Living
 - Bed and Breakfast
 - Community Care Facility
 - Home-based Business
 - Modular Home
 - Single-Family Dwelling
 - Supportive Housing
 - Temporary Trailer (subject to "Temporary Trailer Permit Bylaw 1976", No. 1685)
 - Two-Family Dwelling [BL3302, BL3367]

Minimum Lot Size

- (2) The minimum permitted lot size for the R1 zone is 1,675 m² (18,029 sq. ft.).

Minimum Frontage

- (3) The minimum permitted frontage for the R1 zone is 30.0 m (98.43').

Density

- (4) The maximum permitted density for the R1 zone is as follows:
- (a) The number of residential buildings shall not exceed one.
 - (b) Despite the foregoing, the placement of a temporary trailer may also be permitted on lots larger than 0.81 ha (two acres) subject to "Temporary Trailer Permit Bylaw 1976", No. 1685.
 - (c) The maximum permitted floor space ratio for the R1 zone is 0.5:1. [BL3383]
 - (d) Despite section 56 (4) (a), a maximum of 2 residential buildings, with a total combined maximum of 2 dwelling units, is permitted on 9272 Cottonwood Road (PID: 006-038-000). [BL3642]
 - (e) Despite section 56 (4) (a), a maximum of 2 residential buildings, with a total combined maximum of 2 dwelling units, is permitted on 1217 Barnes Road (PID: 003-134-814). [BL3666]

Maximum Lot Coverage

- (5) The maximum permitted lot coverage of the R1 zone is 30% of the lot area.

Minimum Setbacks

- (6) The minimum permitted setbacks for the R1 zone are as follows:
- (a) Principal Buildings
 - Yard, Front, 6.0 m (19.68')
 - Yard, Side, 3.0 m (9.84')
 - Yard, Rear, 8.0 m (26.25')
 - (b) Accessory Buildings and Structures (Excluding Fences)
 - Yard, Front, 6.0 m (19.68')
 - Yard, Side, 3.0 m (9.84')
 - Yard, Rear, 3.0 m (9.84')
- (6.1) The minimum permitted setback from the vehicle entrance of a principal or accessory building to a public road other than a lane is 5.8 m (19.03'). [BL3150]

Maximum Building Height

- (7) The maximum permitted building heights for the R1 zone are as follows:
 - (a) Principal Buildings, 9.0 m (29.53')
 - (b) Accessory Buildings, 5.0 m (16.40')

Conditions of Use

- (8) The conditions of use for the R1 zone are as follows:
 - (a) No fences over 1.2 m (4.00') in height are permitted in the required yards, front.
 - (b) No fences over 2.0 m (6.56') in height are permitted in the required yards, side or rear.
 - (c) In no situation shall a fence be greater than 2.0 m (6.56') in height.
 - (d) Bed and breakfast uses may have no more than six sleeping units.
 - (e) Agriculture use shall be subject to "Animal Control Bylaw, 1995", No. 2856.
 - (f) Assisted Living, Supportive Housing, and Community Care Facilities may be permitted provided that the number of residents does not exceed ten, including resident staff,
 - (ii) the use is within a single-family dwelling unit only,
 - (iii) valid health permits for septic systems or on-site wastewater treatment systems are obtained, where no municipal sewer is available. [BL3302]
 - (g) Limited farm sale of agricultural products may be sold directly to the public provided that:
 - (i) a minimum of 50% of the agricultural products offered for sale are produced on the land;
 - (ii) the covered retail sales area does not exceed 100 m² (1076.4 sq. ft.); and
 - (iii) the retail sales are clearly ancillary to the farm use. [BL3083]
 - (h) [Repealed. BL3367]

C. PROCESSING A CLAIM BY TRAVELERS CANADA

- Upon receipt of the Owner's notice of a claim, Travelers Canada will contact the Owner to confirm receipt of the claim. A Claims Professional will be assigned to the claim and a written response assessing coverage will be delivered within 10 business days.
- All defects listed on the notice of claim will be itemized on a Record of Claim form. This document will be the guide for Travelers Canada and the Owner to ensure that all items are addressed.
- Travelers Canada will forward a copy of the claim submitted to the Builder. It is the responsibility of Travelers Canada to ensure that all valid defects that are covered under the Home Warranty policy be rectified to the Owner's satisfaction and we look to the Builder to assist us in the claims process.
- The Record of Claim will define the Travelers Canada's position (warrantable, investigation required, not warrantable or further information required) and will continue to request confirmation that the Owner is satisfied with the conclusion for each item. The Owner can use this form to confirm that the item is completed, in progress, no further action required or request an inspection. The Owner can also request mediation if they disagree with Travelers Canada position.
- If Travelers Canada is asked to inspect any claim item, all decisions will be done in writing to the Owner and Builder.
- Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.
- Upon completion of the repairs, Travelers Canada will request confirmation from the Owner confirming the repairs were completed and referencing the remaining warranty coverage.
- In the event of a dispute with Travelers Canada, the Owner may refer the dispute to mediation. A mediator will be appointed to assist the parties in negotiating a mutually acceptable settlement of issues.

D. IN THE EVENT THAT AN OWNER IS NOT SATISFIED WITH THEIR CLAIM RESOLUTION:

- **Request Mediation** - Under the Homeowner Protection Act, the Owner always has the right to request mediation. Please refer to Section J.1.0 Mediation of the Home Warranty Certificate for further details on this process.
- **Contact a Manager** - An Owner has the ability to contact the Regional Managers at any time if they wish to discuss their claim further:

Sheelagh Neuwirth
Unit Manager, Warranty
sneuwirt@travelers.com
604-696-8514

Kerry Nagy
Vice President – Underwriting
kerry.nagy@travelers.com
604-696-8550

Jan Rasilainen
AVP – Technical Services
jan.rasilainen@travelers.com
604-696-8549

- **Contact Travelers Ombudsman** - If you have any questions or concerns regarding our Complaints Handling Protocol or if you require any further information on how to make a complaint, please feel free to contact our Complaints Liaison Officer / Ombudsman ("CLO").

Telephone: 1.800.268.8447 ext 72510 or 416.947.2510
Fax: 416.366.6229
Email: ombudsman@travelers.com
Mail: Complaints Liaison Officer/Ombudsman
Travelers Canada
165 University Avenue
Toronto, Ontario M5H 3B9

E. ADDITIONAL RESOURCES AVAILALE:

Maintenance Manual: Available online at Travelers Canada website www.travelershomewarranty.ca

Residential Construction Performance Guide: BC Housing - Licensing and Consumer Services website www.bchousing.org/licensing-consumer-services/new-homes

MUNICIPALITY OF NORTH COWICHAN

Building Inspections

"Certificate of Occupancy"

Pursuant to the requirements of "BUILDING BYLAW 2003 NO. 3172", permission is hereby granted to occupy the described building or dwelling unit subject to any conditions as noted.

Issued: March 2, 2022

Address of Building: 1072 SHORE PINE CLOSE

Legal Description: LT 4 SEC 2 RGE 5 COM PL VIP85507

Approved Occupancy: Single Family Dwelling

Building Permit Number: BP009006

BUILDING INSPECTOR

DocuSigned by:

Tim Byron

Per: _____

DE1692743BC947D

Date: _____

Mar 2, 2022 | 9:13 AM PST

IMPORTANT NOTICE

The occupancy approved under this Certificate refers only to the construction authorized by the above building permit(s), and such approved occupancy is applicable as of the date shown. This certificate is not a warranty that the subject building complies with all Municipal and Provincial regulations covering zoning and building construction nor that it is without defect. *This certificate will be void in the event a Secondary Suite is constructed within the dwelling without the approval of the Municipality of North Cowichan.*



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number FB200319 & FB200320

This charge is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality, or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge allows the District of North Cowichan, to enter and use a portion of the lands, as shown on the attached Plan VIP85508, to install and maintain various works and have drainage water flow over or under the right of way, in accordance with “standard charge terms”. These terms, registered separately under ST970025, and is no longer available from the LTO. Further information would need to be sought from City Hall.

With 25 years’ experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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FB200320

-7 AUG 2008 13 16

FB200319

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

27636 6076
684
722
731

PAGE 1 OF 5 PAGES

Reference No.: 1039.stm.srw

1. APPLICATION:

Richard D. Wright, BCLS, CLS, Notary Public
2211 Quamichan Park Road, Duncan, BC, V9L 3B5
Phone 748-5823

D. Langdon c/o West Coast Title Search Ltd.
10704
Signature of applicant or applicant's agent

2C

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

NO PID NUMBERS

000-388-467

LOT 5, SECTION 2 and
LOTS 3, 4, 6, AND 7, SECTIONS 2 AND 3, RANGE 5, COMIAKEN
DISTRICT, PLAN VIP 85507
LOT A, SECTION 2, RANGE 5, COMIAKEN DISTRICT, PLAN 29294,
EXCEPT PART IN PLAN VIP 85507

7b
33

3. NATURE OF INTEREST:

Description
STATUTORY RIGHT
OF WAY
Over Part
in Plan VIP 85507

Document Reference
ENTIRE DOCUMENT

Person Entitled to Interest
TRANSFEREES

PRIORITY AGREEMENT
granting Statutory Right of
Way No. FB 200319
priority over
Mortgage Nos. EN21444,
FA27994 and CA188890,
and Assignment
of Rents Nos. EN21445,
FA27995 and CA188891

Page 5
Para. 5
of Filed Standard Charge Terms

GM 08/08/07 13:17:53 01 VI 813613
CHARGE \$132.30

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

- (a) Filed Standard Charge Terms D.F. No. ST970025
- (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. TRANSFERORS:

553836 B.C. Ltd.
MICHAEL SCOTT GREENE
BECA INTERNATIONAL LTD., INC. NO. A34186 (As to Priority Only)
HSBC BANK CANADA (As to Priority Only)

x

6. TRANSFEREES:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, 7030 Trans Canada Highway,
P.O. Box 278, North Cowichan, BC, V9L 3X4

7. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

~~LAND TITLE ACT~~


PAGE 2 OF 5 PAGES

8. EXECUTIONS: 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.

**EXECUTIONS CONTINUED
OFFICER SIGNATURES**

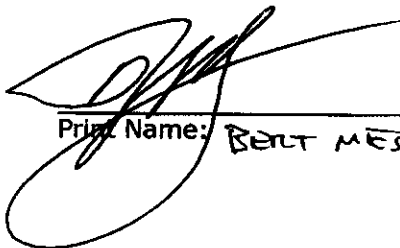
EXECUTION DATE

PARTIES SIGNATURES

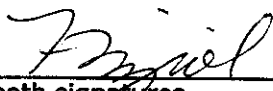

As to both signatures
THOMAS E. BAILLIE, Q.C.
Barrister & Solicitor
SUITE 1870, ONE BENTALL CENTRE
605 BARRARD STREET
BOX #33
VANCOUVER, B.C. V7X 1M8
(604) 684-9996

2008/ 8 / 16


**BECA INTERNATIONAL LTD.,
INC. NO. A34186 by its
authorized signatories**



Print Name: BERT MESSIER

Print Name
As to Priority Only
**HSBC BANK CANADA by its
authorized signatories**

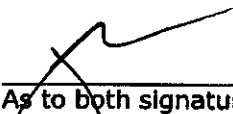

As to both signatures
FRANK J. NIZIOL
BARRISTER & SOLICITOR
1500, 10140-101 STREET
EDMONTON, ALBERTA T5J4K1

2008/ JUN 27

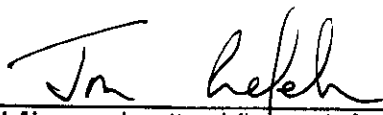

Print Name: GARY COMBER
Assistant Vice President
Commercial Financial Services



Print Name: MIKE TUGWOOD
ASSISTANT VICE PRESIDENT
COMMERCIAL FINANCIAL SERVICE

As to Priority Only
**THE CORPORATION OF THE
DISTRICT OF NORTH
COWICHAN by its authorized
signatories**


As to both signatures
JAMES STUART DIAS
*A COMMISSIONER FOR TAKING OATHS
AND AFFIDAVITS*
P.O. BOX 278, DUNCAN, B.C. V9L 3X4
As to both signatures

2008/ 07 / 17


Print Name: Jonathan Whatley Lefebvre


Print Name Mark Oliver Ruttan
As Transferee

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.

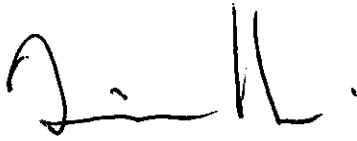
LAND TITLE ACT

FORM D

**EXECUTIONS CONTINUED
OFFICER SIGNATURES**

EXECUTION DATE

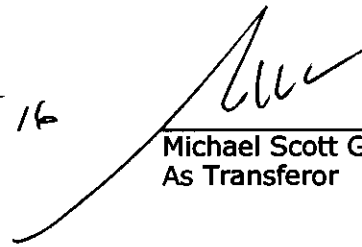
PARTIES SIGNATURES



As to signature

THOMAS E. BAILLIE, Q.C.
Barrister & Solicitor
SUITE 1870, ONE BENTALL CENTRE
505 BURRARD STREET
BOX #33
VANCOUVER, B.C. V7X 1M8
(604) 684-9998

2008/ 8 / 16



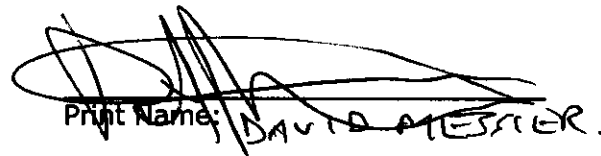
Michael Scott Greene
As Transferor



As to both signatures

THOMAS E. BAILLIE, Q.C.
Barrister & Solicitor
SUITE 1870, ONE BENTALL CENTRE
505 BURRARD STREET
BOX #33
VANCOUVER, B.C. V7X 1M8
(604) 684-9998

2008/ 8 / 16


Print Name: DAVID A. LESTER.

**553836 B.C. Ltd. by its
authorized signatories**

Print Name
As Transferor

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 4 OF 5 PAGES

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

7. ADDITIONAL OR MODIFIED TERMS:

To delete from **COVENANTS OF THE TRANSFEROR** page 1, clause 2. a. of the Standard Charge Terms #ST970025:

"Grants, confirms and transfers, in perpetuity, to the TRANSFEREE the full, free and uninterrupted right, licence, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish the WORKS on, over, and under the STATUTORY RIGHT-OF-WAY LANDS."

And replace with:

"Grants, confirms and transfers, in perpetuity, to the TRANSFEREE the full, free and uninterrupted right, licence, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish the WORKS for the passage and carriage of drainage water on, over, and under the STATUTORY RIGHT-OF-WAY LANDS."

②

Land Title Act
FORM 11(a)

-7 AUG 2008 13 16

FB200319

(section 99(1)(e), (j) and (k))

GM 08/08/07 13:17:47 01 VI
PLANS

813613
\$55.00

18

APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)

I, Allison A. Ritchie, Barrister & Solicitor, of BAILLIE LAW CORPORATION, Client #11676, 1870 - 505 Burrard Street, Box 33, Vancouver, B.C. V7X 1M6 the agent of THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, 7030 Trans Canada Highway, P.O. Box 278, North Cowichan, BC, V9L 3X4, the owner of a registered charge, apply to deposit reference/explanatory plan of:

Plan

NO PIDS Lots 3, 4, 6, and 7 Sections 2 and 3 Range 5 Comiakén District, Plan VIP 85507

000-388-467 Lot A Section 2 Range 5 Comiakén District Plan 29294, Except Part in Plan VIP 85507

I enclose:

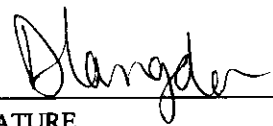
1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$ _____

VIP 85508

7a
33

DATED this 7th day of August, 2008.

c/o West Coast Title Search Ltd.
10104



SIGNATURE

- NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number FB200323

This charge is a Covenant. A Covenant generally imposes either a negative or positive condition on the property and often contains restrictions on building or other uses in favour of a municipality or the province.

This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, so it will remain on title following the sale to a new purchaser/buyer. This means that the obligations under this charge will be binding on all future owners.

This charge is in favour of the District of North Cowichan. The charge provides that the owner shall not construct any building or structure on the covenant area as shown on attached Plan VIP85510. The District is indemnified against all loss and damages arising from the covenant.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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-7 AUG 2008 13 18

FB200323

FB200324

**LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1**

PAGE 1 OF 6 PAGES

Reference No.: 1039.nobldcov.doc

1. APPLICATION:

Richard D. Wright, BCLS, CLS, Notary Public
2211 Quamichan Park Road, Duncan, BC V9L 3B5
Phone 748-5823

D. Langdon
Signature of applicant or applicant's agent

West Coast Title Search Ltd.
10104

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

NO PID NO. **LOT 4, SECTIONS 2 AND 3, RANGE 5, COMIAKEN DISTRICT, PLAN**
27630 684 **VIP 85507**

3. NATURE OF INTEREST:

Description	Document Reference	Person Entitled to Interest
COVENANT	ENTIRE DOCUMENT	TRANSFeree

Section 219
Over part in
Plan VIP 85510

PRIORITY AGREEMENT Page 5, Para. 20
granting Covenant No.

over Mortgage No. EN21444
and Assignment of Rents No. EN21445
and Mortgage No. FA27994 and
Assignment of Rents No. FA27995

GM 08/08/07 13:19:56 01 VI 813613
CHARGE \$132.30

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. TRANSFERORS:

MICHAEL SCOTT GREENE (Covenant)
BECA INTERNATIONAL LTD., INC. NO. A34186 (As to Priority Only)
HSBC BANK CANADA (As to Priority Only)

6. TRANSFEREES:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, 7030 Trans Canada Highway, P.O. Box 278, North Cowichan, BC, V9L 3X4

7. ADDITIONAL OR MODIFIED TERMS:

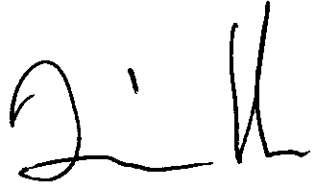
N/A

8. EXECUTIONS: 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.

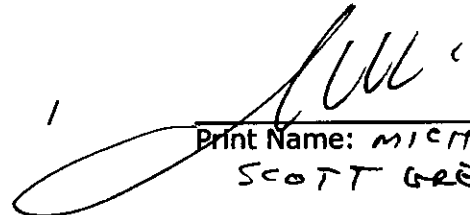
OFFICER SIGNATURES

EXECUTION DATE

PARTIES SIGNATURES



 As to both signatures
THOMAS E. BAILLIE, Q.C.
Barrister & Solicitor
 SUITE 1870, ONE BENTALL CENTRE
 605 BURRARD STREET
 BOX #33
 VANCOUVER, B.C. V7X 1M6
 (604) 684-9996

2008/



 Print Name: MICHAEL
 SCOTT GREENE.

~~553836 B.C. LTD., INC.~~
~~NO. 553836~~ by its
authorized signatories

Print Name
As Transferor



 As to both signatures
THOMAS E. BAILLIE, Q.C.
Barrister & Solicitor
 SUITE 1870, ONE BENTALL CENTRE
 605 BURRARD STREET
 BOX #33
 VANCOUVER, B.C. V7X 1M6
 (604) 684-9996

2008/ 816


 Print Name: BERT MESSER

BECA INTERNATIONAL LTD., INC. NO. A34186 by its authorized signatories

Print Name
As to Priority Only
HSBC BANK CANADA by its authorized signatories


 As to both signatures
FRANK J. NIZIOL
 BARRISTER & SOLICITOR
 1500, 10190 - 101 STREET
 EDMONTON, ALBERTA T5J 4K1

2008/ JUNE/27


GARY COMBER
 Assistant Vice President
 Print Name: Commercial Financial Services


MIKE TUGWOOD
 Assistant Vice President
 Print Name: COMMERCIAL FINANCIAL SERVICES
 As to Priority Only

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.

**TERMS OF INSTRUMENT - PART 2
COVENANT****DEFINITIONS:**

1. The "**Transferor**" means the Transferor as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1.
2. The "**Transferee**" means the Transferee as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1.
3. The "**Lands**" mean the Land(s) as set out in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

WHEREAS:

4. The Transferee has requested that the Transferor enter into a covenant over part of the Lands, pursuant to Section 219 of the *Land Title Act*, in the terms hereinafter set forth.
5. Section 219 of the *Land Title Act* provides that there may be annexed to any land a condition or covenant that the land, or any specified portion thereof, is not to be built upon or is not to be used in a particular manner.
6. **WITNESS 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 hereby covenants and agrees with the Transferee, its successors and assigns, to a covenant over part of the Lands pursuant to Section 219 of the *Land Title Act* on the following terms:
 - a. Hereafter the Transferor shall not build, construct, or otherwise locate, any buildings or structures, within that part of the Lands shown designated as "Covenant Area" on a Reference Plan of Covenant Over part of Lot 4, Sections 2 and 3, Range 5, Comiaken District, Plan VIP_____ prepared by Richard D. Wright, British Columbia Land Surveyor, completed and certified correct on the 28th day of January, 2008, and registered in the Victoria Land Title Office under number VIP_____, a copy of which is annexed hereto as Page 6.

PAGE 4 OF 6 PAGES

7. The Transferor will indemnify and save harmless the Transferee and its servants and agents against all losses, damages, costs, and expenses, including fees of solicitors and other professional advisors, arising out of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this Agreement.
8. No term, condition, covenant, or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee.
9. Any waiver by the Transferee of any term, condition, covenant, or other provision of this Agreement or any waiver by the Transferee of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant, or other provision of this Agreement or any further or other breach, violation, or non-performance of any term, condition, covenant, or other provision of this Agreement.
10. The terms, conditions, covenants, and other provisions of this Agreement will extend to, be binding upon, and enure to the benefit of the parties to this Agreement and their respective successors and assigns.
11. In this Agreement, unless the context otherwise requires, the singular includes the plural and vice versa.
12. This Agreement will be interpreted according to the laws of the Province of British Columbia.
13. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactments of the Province of British Columbia.
14. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

PAGE 5 OF 6 PAGES

15. All obligations on and benefits accruing to the persons comprised in the Transferee or the Transferor apply only in respect of such benefits or obligations which arise during the period in which any such person is registered as owner of any portion of the Lands.
16. This Agreement runs with the Land and will be registered as a charge against the title to the Land under Section 219 of the *Land Title Act*.
17. Nothing contained or implied in this Agreement shall impair, limit, prejudice, or affect the Transferee's rights and powers in the exercise of its functions pursuant to any public or private statutes or any other enactment including the Transferee's orders, policies, and regulations and all such powers and rights may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.
18. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
19. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.
20. Pursuant to Section 207 of the *Land Title Act*, and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada (the receipt and sufficiency of which is hereby acknowledged by each), **BECA INTERNATIONAL LTD., INC. NO. A34186**, and **HSBC BANK CANADA** hereby grant this covenant priority to a charges registered in their favour in Victoria Land Title Office under numbers **EN21444, EN21445, FA27994** and **FA28010**.

-7 AUG 2008 13 18

FB200323

22

**Land Title Act
FORM 11(a)**

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

08/08/07 13:19:28 01 VI 813613
PLANS \$55.00

I, Dianne Langdon, agent – c/o Thomas E. Baillie, Barrister & Solicitor
Baillie Law Corporation #1870 – 505 Burrard St., Box 33 Vancouver, BC V7X 1M6
the agent of: MICHAEL SCOTT GREENE, Barrister and Solicitor, 7th Floor, 1175
Douglas Street, Victoria, BC V8W2E1, the owner of a registered charge apply to deposit
reference/explanatory plan of
No PID Lot 4, Sections 2 and 3, Range 5, Comiaken District, Plan
VIP 85507

9a
/33

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$ 55.00

VIP 85510

DATED this 7th day of August, 2008

c/o West Coast Title Search Ltd
10104

SIGNATURE

NOTE: (i) Under section 67(s) the following reproductions of the plan must accompany this application:

- (a) one blue linen original (alternatively white linen or original transparencies).
- (b) one duplicate transparency.
- (c) one whiteprint is required as a worksheet for the land title office.

(ii) The following further requirements may be necessary:

- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
- (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.



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Explanation of Exception & Reservation Registration Number M76300

Charge M76300 is an Exception & Reservation. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge filed in 1889 was part of the original transfer of the parcel from the Esquimalt and Nanaimo Railway Company (the “Railway Company”). The Railway Company excepted from the transfer and reserved to itself certain rights which continue to run with the lands. The charge affects lands adjacent to the “railway belt”; however, as the original parcel was subdivided over the years, the encumbrance continues to appear on the title to lots subdivided from the original parcel which may no longer be adjacent to the railway belt.

The Encumbrance reserves the following rights to the Railway Company:

1. The right to enter onto the lands to harvest timber from the lands for railway purposes without compensation,
2. The right to enter onto, take and use such parts of the lands for stations and workshops without compensation,
3. Assignment of all mineral rights and the right to enter onto the lands to mine such rights without compensation.

While the Encumbrance remains as a charge on the title to the lots, it is of minimal significance and will have little, if any, impact on areas which have been developed for residential use.

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EXPLANATION OF CHARGES IN FAVOUR OF THE ESQUIMALT AND NANAIMO RAILWAY COMPANY

These charges appear on many Certificate of Title of land which are on Vancouver Island and registered in the Victoria Land Titles Office.

The charges generally affect lands adjacent to the "railway belt" although it is common to find these charges registered against lands situated several miles from the "railway belt".

The most common charge in favour of the Railway is noted as "Exceptions and Reservations" which always includes reservation of the undersurface rights in favour of the Railway.

The "Exceptions and Reservations" charge almost always includes a Right of Way in favour of the Railway, principally allowing for the construction or relocation of railway lines.

There have been no substantial changes in the location of the E & N Railway line on Vancouver Island since its construction in the 1800's.

A third charge, not often found in favour of the Railway, is the reservation of the timber rights.

This charge is seldom of importance for lands which have been developed for residential premises as most, if not all, of the merchantable timber has been removed from the lands.

In the majority of cases the charges in favour of the Railway are of little importance as it is extremely unlikely that the Railway will ever exercise any of the rights registered in its favour.

However, the existence of these charges in favour of the Railway should be duly noted.

Marathon Realty Company Limited of Vancouver, British Columbia, is the company which administers the affairs of the Esquimalt and Nanaimo Railway Company. Marathon Realty had advised that the Railway will consider releasing its charges against lands over which it has determined they are no longer of value to the railway.

All related costs and charges for the preparation and registration of the release of charges are the responsibility of the applicant.

VICTORIA LTO CHARGES
M76300, M76301, M76302, M76303, M76304 AND M76305

These are 'dummy' numbers that were created for LTO computerization purposes only.

- M76300 **Esquimalt and Nanaimo Railway.** This number refers to the original Crown Grants to the Esquimalt and Nanaimo Railway which are sometimes filed under original numbers and sometimes under individual numbers.
- It is excepting and reserving certain minerals, specifics of which are contained in the Crown Grants. This charge is on approximately 65% of the titles in the Victoria LTO.
- M76301 Her Majesty the Queen in the right of the Province of British Columbia (CROWN) See Section 172 (3) LTA
- M76302 Her majesty the Queen in Right of Canada Crown (Dominion) See Section 172 (3) LTA
- M76303 The Director of Soldier Settlement. See Section 172(3) LTA
- M76304 British Columbia Hydro and Power Authority Inter alia, transmission of H450001/2. See section 172(3) LTA
- M76305 The Governor and Company of Adventures of England Trading into Hudson's Bay. See Section 172(3) LTA

M 76300

162

M 76300

D.O. 9802

P. 11/12

This Indenture, made this fifteenth day of February A. D. one thousand eight hundred and ninety five between the ESQUIMALT AND NANAIMO RAILWAY COMPANY of the one part, and John C. Hughes of the other part

Witnesseth that in consideration of the sum of Five hundred and ninety four dollars paid by the said John C. Hughes

to the said Company, the receipt of which said sum of Five hundred and ninety four dollars the said Company do hereby acknowledge and of and from the same and every part thereof, do hereby acquit and release the said John C. Hughes

his heirs, executors and administrators John C. Hughes the said Company, do hereby grant and convey unto the said John C. Hughes his heirs and assigns All that piece or parcel of land situated in the District of Kauoose Vancouver Island, in the Province of British Columbia, and upon the Official map of the said District, known and numbered as Lot 108. Kauoose District aforesaid

and which said piece or parcel of land is said to contain One hundred and ninety eight acres, more or less, and is more particularly shown upon the plan or tracing herewith annexed and thereon colored red.

John C. Hughes To Have and to Hold the said land unto and to the Use of the said John C. Hughes his heirs and assigns for ever, subject nevertheless to the reservations hereinafter mentioned, that is to say:

Saving and Reserving to the said Company, their successors and assigns, and their agents, servants, contractors and workmen, the right to enter into and upon the said land, and cut and carry away any timber therefrom for railway purposes, without paying compensation therefor.

And Saving and Reserving also to the said Company, their successors and assigns, rights of way for their Railway through the said land, and the right for themselves, their agents, servants, contractors and workmen to enter upon and take such parts of the said land as may be required for the stations and workshops of the said Company without paying compensation therefor.

And Saving and Reserving to the said Company, their successors and assigns, all coal, coal oil, ores, mines ~~and~~ ^{and minerals} ~~minerals~~ whatsoever, in, on or under the land hereby granted or expressed so to be, with full liberty of ingress, egress and regress at all times for the said Company, their successors and assigns, and their servants, agents and workmen, in, to and upon the said land, and either with or without railways, horses or other cattle, carts and wagons and other carriages, for the purpose of searching for, working, getting and carrying away the said coal, coal oil, ores, mines ~~and~~ ^{and minerals} ~~minerals~~ and with full liberty, also, for the said Company, their successors and assigns, and their servants, agents and workmen, to sink, drive, make and use pits, shafts, drifts, adits, courses, and water courses, and to erect and set up fire and other engines, machinery and works, and to open roads in, upon, under and over the said land, or any part

P. 12/12

or parts thereof, for the purpose of more conveniently working and carrying away the said ~~mines~~ ^{and minerals} minerals, and also to appropriate and use any part of the surface of the said land for depositing, placing and heaping thereon the ~~minerals~~ ^{and minerals} minerals, waste, rubbish and other substances which may be gotten from the said ~~mines~~ ^{and minerals} minerals, the Company, their successors or assigns, paying reasonable compensation for such of the surface of the said land as may be taken, damaged or destroyed by such searching, working, getting and carrying away.

And the said Company do hereby for themselves, their successors and assigns, covenant with the said *John C. Hughes*

assigns, that they have power to grant and convey the said land in manner aforesaid, and that it shall be lawful for the said *John C. Hughes* his heirs and

heirs and assigns, to enter upon and hold, occupy and enjoy the said lands for his or their use and benefit, subject to the reservations aforesaid.

In Witness Whereof the Common Seal of the said Company has been hereunto affixed by order of the Board of Directors.

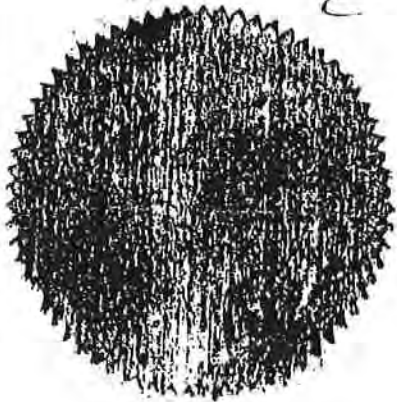
Sealed by order of the Board of Directors, made at a meeting held the *Nineteenth* day of *January* 1889.

John C. Hughes

Secretary.

James P. Dunsen

Vice President.



192.0 ... 26th day of February 1893

W. H. ...

*THIS PAGE IS NOT A LEGAL DOCUMENT. ONLY AN
EXPLANATION OF THIS COVENANT.*

The lands to be acquired are subject to (and will, after the conveyance of the property remain subject to) the following encumbrances and notations:

- (a) Exceptions and Reservations in favour of the Esquimalt and Nanaimo Railway Company:

This charge reserves to the E & N Railway Company (now C.P. Rail) the right to come onto the property to lay tracks, erect stations and other railway buildings, and, in addition, the right to mine base metals and coal. These rights can be exercised for the most part, without payment of compensation. This charge is quite old (most date from the last century), and it is the result of the grant of lands to the Railway Company as part of their compensation for building the railroad on Vancouver Island. In recent years, the Railway has been trying to reduce its operation on Vancouver Island and, consequently, the charge is generally considered to be of little significance for residential purchasers. The institutional lenders do not object to the charge, and it does not, in general, impair the marketability of the property.



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General Priority Agreement Explanation

A Priority Agreement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder.

Under our Torrens land title system, charges are typically ranked in priority in accordance with the date they are registered. A priority agreement between charge holders allows a charge to be registered at a later date, but rank in priority to a charge registered first. This most often occurs with a registered mortgage, where an easement or other charge ranks in priority to a mortgage, even though it is registered after the mortgage.

While priority agreements ought to be discharged by the Land Title Office upon the discharge of the first charge that is often not the case, especially when such agreements are contained within other agreements (e.g. easements, rights-of-way) that remain on title.

In the event that a Priority Agreement is on title but one of the charges to which it relates is no longer on title, then that priority agreement, with respect to that charge, will be void and no longer of any force or effect. In any case, a priority agreement registered on title is unlikely to have any impact on a subsequent purchaser.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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Explanation of Mortgage

These charges are a little confusing, and are all shown on title as a Mortgage. Normally Mortgages mean there is money owing from the registered owner to a lender but this is NOT the case with these mortgages.

A public utility, such BC Gas Inc. or BC Hydro, has a Statutory Right of Way registered against title. This Right of Way is an asset of the utility as it allows the utility to transfer gas or hydro throughout the province.

The utility has mortgaged the Right of Way to a lender. Thus the mortgage on title is a mortgage of the Right of Way, not of the land upon which the Right of Way is registered. The associated modifications, transfers, assignments, and references are incidental to the mortgages. There is no money owing from the land owner to the mortgagee; all of the obligations are against the utility. Although shown as Mortgages, these are of little concern to homeowners.

This explanation will apply to all mortgages of Rights of Ways and other similar charges.

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Explanation of Subdivision Plan Registration Number VIP85507

This charge is a Subdivision Plan. A subdivision plan is a document that is registered in the Land Title Office showing the creation of new smaller lots from one parcel. Essentially a Subdivision Plan represents pictorially the legal boundaries and dimensions of a surveyed parcel of land.

The originally subdivided lands are described in the heading to the plan.

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PLAN OF SUBDIVISION OF LOT 5, SECTION 3, PLAN 2322, EXCEPT PART SHOWN OUTLINED IN RED AND MARKED "A" ON PLAN 542 BL; AMENDED LOT 6 (DD 2216261) OF SECTIONS 2 AND 3, PLAN 2322, EXCEPT THOSE PARTS THEREOF SHOWN OUTLINED IN RED AND MARKED "A" ON PLAN 538 BL AND EXCEPT THAT PART OUTLINE IN RED ON PLAN 542 BL AND EXCEPT THAT PART IN PLAN 29602; PART OF LOT A, SECTION 2, PLAN 29294; THAT PART OF LOT 5, SECTION 3, PLAN 2322, SHOWN OUTLINED IN RED AND MARKED "A" ON PLAN 542 BL; THAT PART OF AMENDED LOT 6 (DD 221626-1) OF SECTIONS 2 AND 3, PLAN 2322 SHOWN OUTLINED IN RED AND MARKED "B" ON PLAN 542 BL; THAT PART OF AMENDED LOT 6 (DD 221626-1) OF SECTIONS 2 AND 3, PLAN 2322 SHOWN OUTLINED IN RED AND MARKED "A" ON PLAN 538 BL; AND THAT PART OF LOT 7, SECTION 2, PLAN 2322 SHOWN OUTLINED IN RED AND MARKED "B" ON PLAN 538 BL; ALL WITHIN RANGE 5, COMIAKEN DISTRICT.

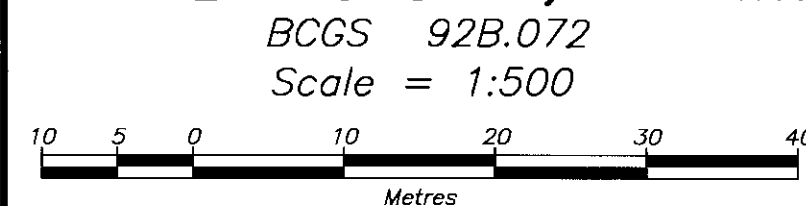
PLAN VIP 85507

Deposited in the Land Title Office at Victoria, B.C., this 7 day of AUG, 2008.

Registrar *Johnston* FB200310

Approved under the Land Title Act this 17th day of July, 2008.

Approving Officer for the The Corporation of the District of North Cowichan.



LEGEND

Integrated Survey Area No. 10, The Corporation of the District of North Cowichan, NAD83 (CSRS).

Grid bearings are derived from observations between geodetic control monuments 4550 and 4537.

This plan shows horizontal ground-level distances except where otherwise noted. To compute grid distances, multiply ground-level distances by combined factor 0.9996252.

All distances are in metres and decimals thereof.

- denotes control monument found
- denotes standard iron post found
- denotes standard iron post placed
- (c) denotes calculated

The registered owner(s) designated hereon, hereby declare that they have entered into a condition or covenant with the Corporation of the District of North Cowichan under Section 215 of the Land Title Act.

The registered owner(s) designated hereon, hereby declare that they have entered into a right of way with the Corporation of the District of North Cowichan under Section 218 of the Land Title Act.

Registered Owner: The Corporation of the District of North Cowichan

Jonathan Whatley Lefebvre
Mayor Jonathan Whatley Lefebvre

Registered Owner: Michael Scott Greene (In Trust)

Mark Oliver Ruffan
Clerk-Mark Oliver Ruffan

Witness as to signatures
Print name here: *Thomas S. Hallie O.C.*
THOMAS S. HALLIE, O.C.
205 BROAD STREET
DUNCAN, B.C. V9L 1M8
(250) 534-2522

ADMINISTRATIVE ASSISTANT
Witness Occupation

BOX 278, 7030 Trans Canada Highway
DUNCAN, BC V9L 3X4
Witness Address

Mortgagee: BECA International Ltd. Inc No. A0034186

Mortgagee: HSBC Bank Canada

David R. Messier
Authorized Signatory
Print name here: DAVID R. MESSIER

Peter M. Campbell
Authorized Signatory
Print name here: PETER M. CAMPBELL
ASSISTANT VICE PRESIDENT
COMMERCIAL FINANCIAL SERVICES

Authorized Signatory
Print name here:

Authorized Signatory
Print name here:

Witness as to signatures
Print name here:

Witness as to signatures
Print name here:

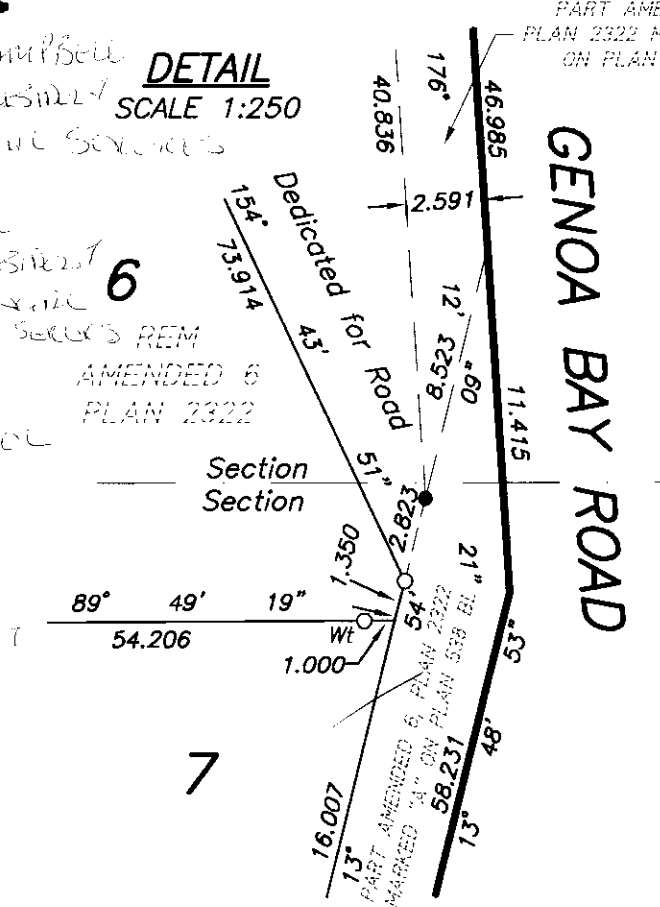
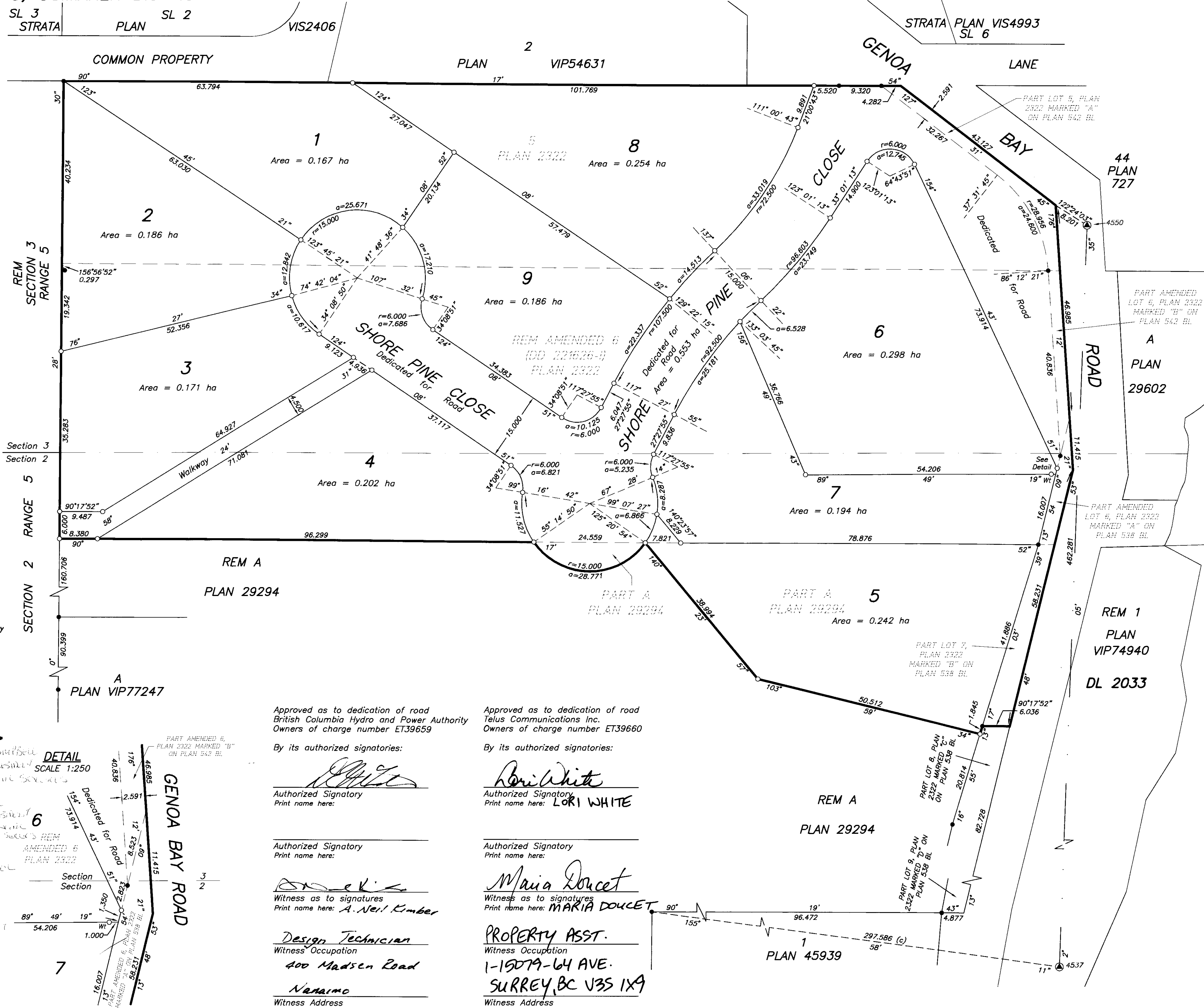
Witness Occupation

Witness Occupation

Witness Address

Witness Address

FOCUS
FCS Land Services Limited Partnership
PROJECT REF: FORMING NO.
011812-00SB1



Approved as to dedication of road British Columbia Hydro and Power Authority Owners of charge number ET39659

By its authorized signatories:

[Signature]
Authorized Signatory
Print name here:

Authorized Signatory
Print name here:

Witness as to signatures
Print name here: A. Neil Kimber

Design Technician
Witness Occupation

400 Madson Road
Nanaimo
Witness Address

Approved as to dedication of road Telus Communications Inc. Owners of charge number ET39660

By its authorized signatories:

[Signature]
Authorized Signatory
Print name here: LORI WHITE

Authorized Signatory
Print name here:

Witness as to signatures
Print name here: MARIA DOUCET

PROPERTY ASST.
Witness Occupation

1-15079-64 AVE.
SURREY, BC V3S 1X9
Witness Address



This plan lies within the Cowichan Valley Regional District
I, Richard Derek Wright, a British Columbia land surveyor, of the City of Duncan, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct.
The field survey was completed on the 4th day of, January 2008. The plan was completed and checked, and the checklist filed under #76385, on the 28th day of January, 2008.

[Signature]
Richard Derek Wright
B.C.L.S., C.L.S.



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Plan Registration Number VIP85508

This is a Statutory Right of Way Plan over those lands described in the plan heading.

An SRW plan shows the location of a “statutory right of way” which is an area of lands over which a municipality, utility provider, or other statutory authority has rights of access and/or use. It will be necessary to refer to the registered SRW to determine the rights granted over this part of the lands.

With 25 years’ experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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PLAN OF STATUTORY RIGHT OF WAY OVER PART OF LOTS 3, 4, 6 AND 7, SECTIONS 2 AND 3, AND PART OF LOT 5, SECTION 2, PLAN VIP 85501; AND PART OF LOT A, SECTION 2, PLAN 29294, EXCEPT PART IN PLAN VIP 85501; ALL WITHIN RANGE 5, COMIAKEN DISTRICT.

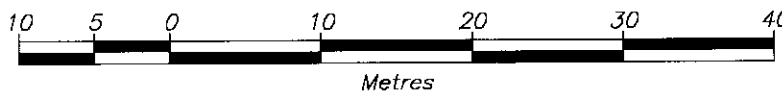
PLAN VIP 85508

Deposited in the Land Title Office at Victoria, B.C., this 7 day of Aug 2008. C Johnston per Ad Deputy Registrar

FB200319

Pursuant to Section 113 of the Land Title Act.

BCGS 92B.072 Scale = 1:500



LEGEND

Bearings are NAD83(CSRS) grid bearings derived from existing Land Title Office records as defined by Plan VIP.

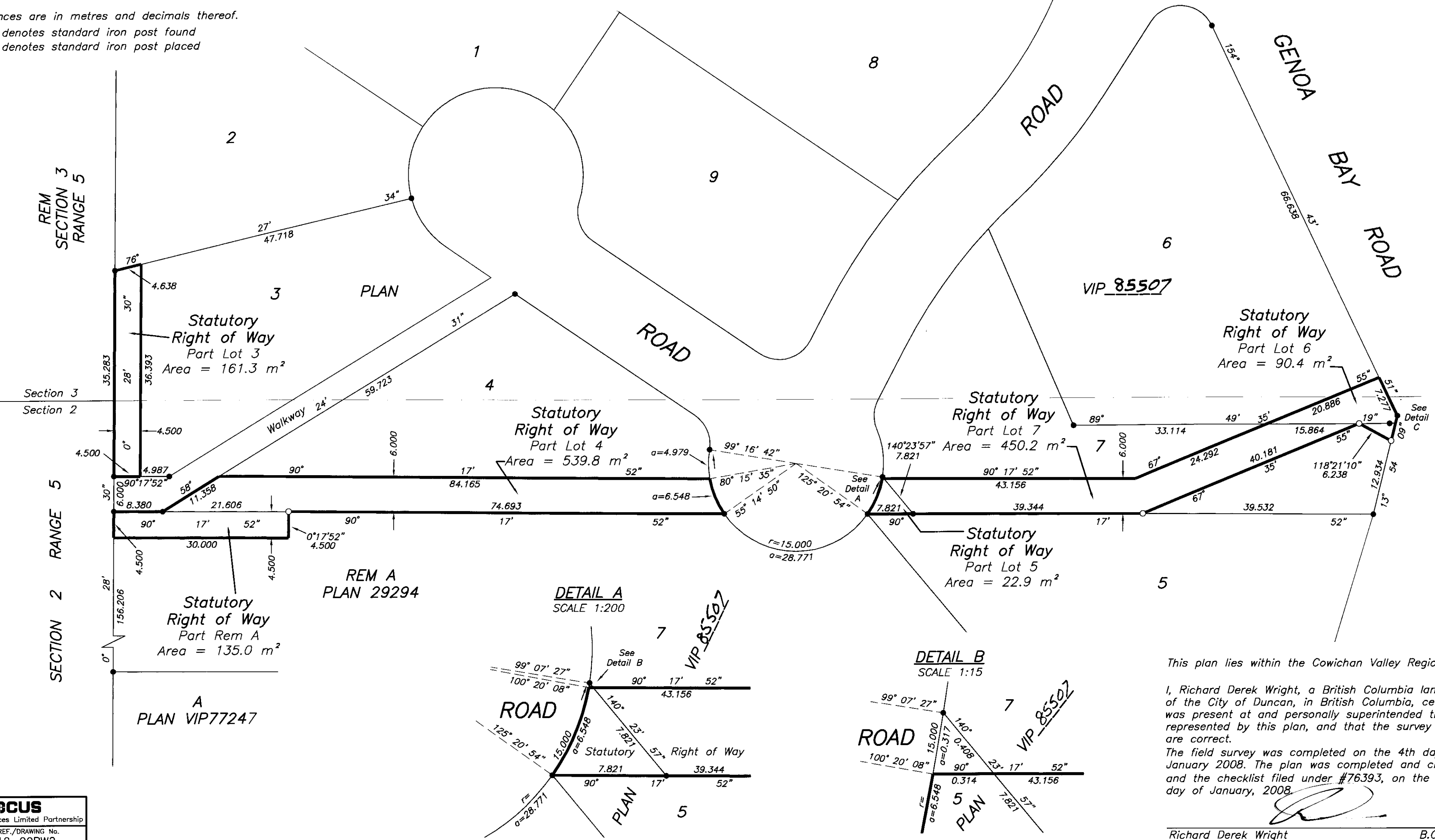
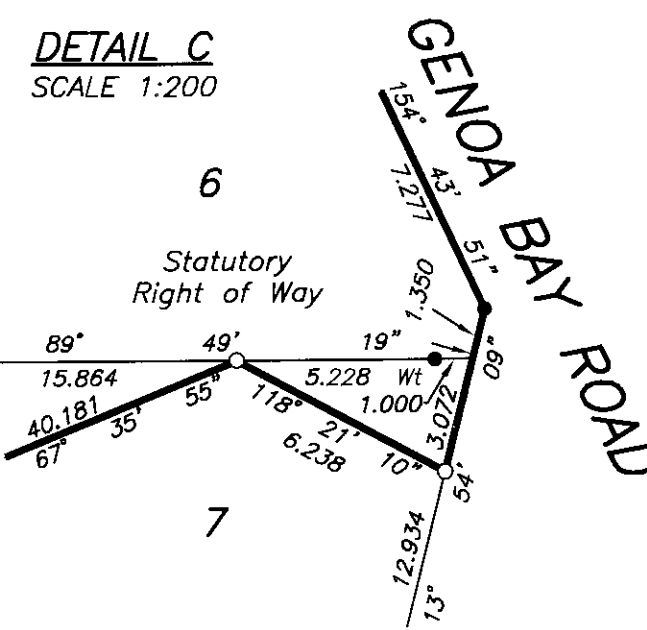
This plan shows horizontal ground level distances except where otherwise noted. To compute grid distances, multiply ground-level distances by combined factor of 0.9996252.

All distances are in metres and decimals thereof.

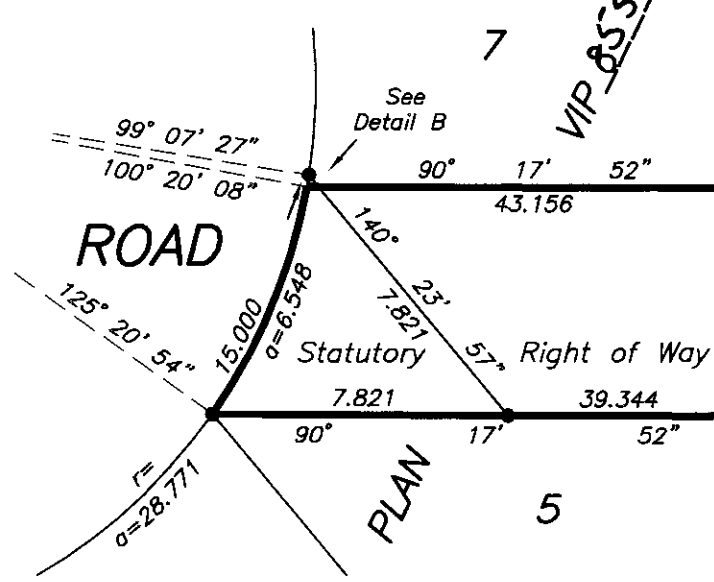
- denotes standard iron post found
○ denotes standard iron post placed

Table with 2 columns: PARCEL and AREA. Rows include LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, and REM A, PLAN 29294 with their respective areas in m².

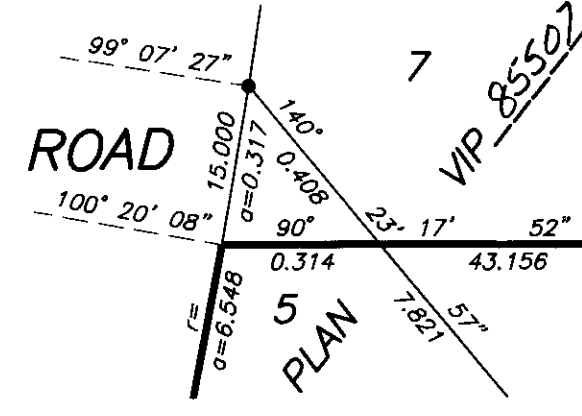
DETAIL C SCALE 1:200



DETAIL A SCALE 1:200



DETAIL B SCALE 1:15



This plan lies within the Cowichan Valley Regional District

I, Richard Derek Wright, a British Columbia land surveyor, of the City of Duncan, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct. The field survey was completed on the 4th day of January 2008. The plan was completed and checked, and the checklist filed under #76393, on the 28th day of January, 2008.

Richard Derek Wright B.C.L.S., C.L.S.

Vertical text on the left margin: 2008/02/01 - 08:42 H:\L564\01812\01 (RM) Sign of Map\01812-00RW.dwg

FOCUS FCS Land Services Limited Partnership PROJECT REF./DRAWING No. 011812-00RW2



Spagnuolo & Company Real Estate Lawyers



Explanation of Reference Plan Registration Number VIP85510

This is a Reference Plan of those lands described in the plan heading.

A Reference Plan typically accompanies another charge and identifies the area to which that other charge applies. Examples might include to show “covenant areas” which are subject to certain restrictions on use; or areas subject to claims of “undersurface rights” under which the Crown or other person may have rights to resources. Alternatively, an explanatory plan may be used to show the consolidation of parcels of lands to create another legal parcel.

It will be necessary to refer to the registered charge, if any, or the title search to determine what the plan identifies.

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realestate@spagslaw.ca

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REFERENCE PLAN OF COVENANT OVER PART OF LOT 4, SECTIONS 2 AND 3, RANGE 5, COMIAKEN DISTRICT, PLAN VIP_____.

Pursuant to Section 99(1)(e) of the Land Title Act.

BCGS 92B.072

Scale = 1:500



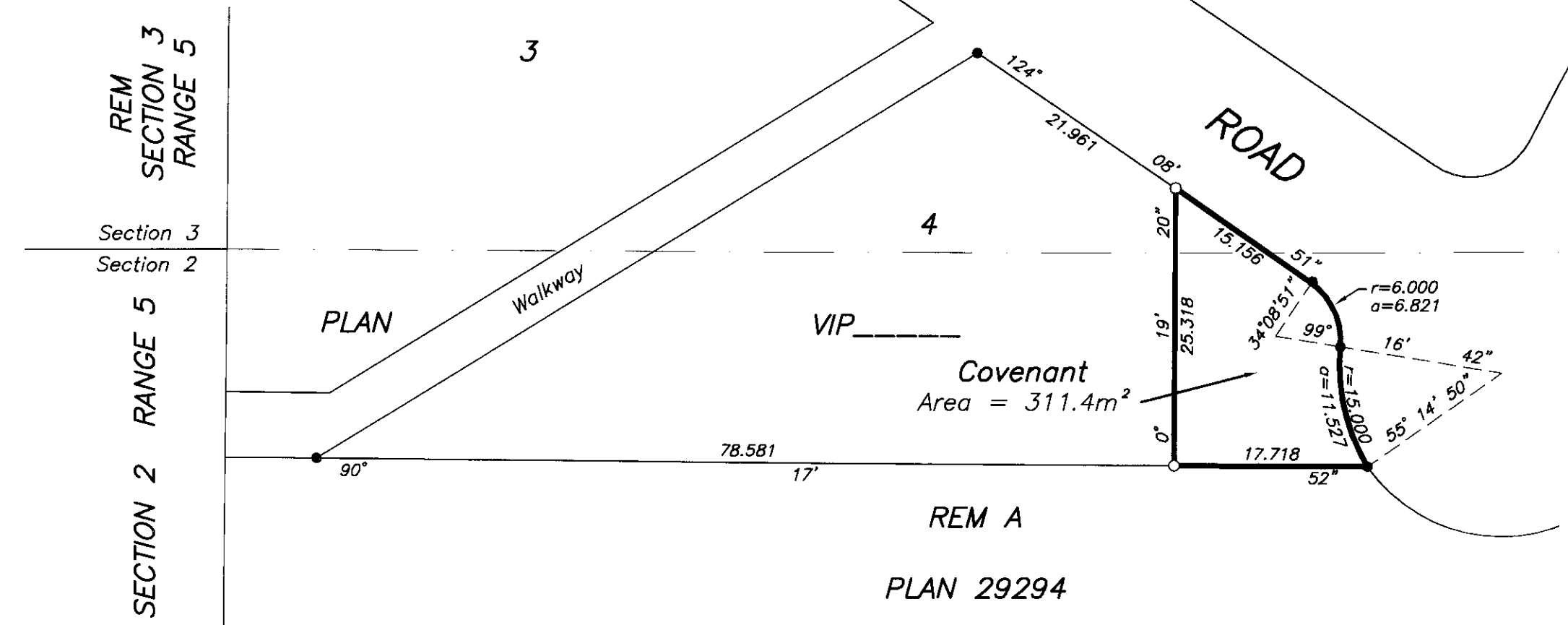
LEGEND

Bearings are NAD83(CSRS) grid bearings derived from existing Land Title Office records as defined by Plan VIP_____.

This plan shows horizontal ground level distances except where otherwise noted. To compute grid distances, multiply ground-level distances by combined factor of 0.9996252.

All distances are in metres and decimals thereof.

- denotes standard iron post found
- denotes standard iron post placed



PLAN VIP 85510

Deposited in the Land Title Office at Victoria, B.C., this 7 day of Aug, 2008.

C. Johnston
Deputy Registrar

FB200323



This plan lies within the Cowichan Valley Regional District

I, Richard Derek Wright, a British Columbia land surveyor, of the City of Duncan, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct.

The field survey was completed on the 4th day of January, 2008. The plan was completed and checked, and the checklist filed under #76397, on the 28th day of January, 2008.

Richard Derek Wright B.C.L.S., C.L.S.

2008/02/01 - 08:50 N:\LEGAL\011812\03\COV\Covenant Plan 011812-00CV1.dwg

FOCUS
FCS Land Services Limited Partnership
PROJECT REF./DRAWING No.
011812-00CV1



Local & Regional Authorities

Cowichan Valley Regional District

175 Ingram St. Duncan, BC V9L 1N8
Phone 250-746-2500
Hours Monday – Friday 8:30 am - 4:30 pm
CVRD Development Services
Email: ds@cvrd.bc.ca
Phone: 250.746.2620
Toll Free: 800.665.3955
Fax: 250.746.2621

Municipality of North Cowichan

7030 Trans Canada Hwy, Box 278, Duncan, BC V9L 3X4
Phone: (250) 746-3100
Fax: (250) 746-3133
Email: feedback@northcowichan.bc.ca
MNC Planning Dept. (250) 746-3105

City Of Duncan

200 Craig Street
Phone: 250.746.6126
Fax: 250.746.6129
E-mail: duncan@duncan.ca

Town of Ladysmith

410 Esplanade, Ladysmith BC V9G 1A2
Phone: 250-245-6400
Fax: 250-245-6411
Email: info@ladysmith.ca

Town of Lake Cowichan

39 South Shore Rd. Box 860, Lake Cowichan BC V0R 2G0
Phone: 250-749-6681
Fax: 250-749-3900

District of Ucluelet

200 Main Street, Ucluelet, BC V0R 3A0
Phone: 250-726-7744
Fax: 250-726-7335
Email: info@ucuelet.ca

City of Nanaimo

455 Wallace Street, Nanaimo, BC V9R 5J6
Hours Monday – Friday 8:30 am - 4:30 pm
Phone: (250) 754-4251

Regional District of Nanaimo

6300 Hammond Bay Rd. Nanaimo V9T6N2
Hours Monday – Friday 8:30 am - 4:30 pm
Phone: (250) 390-4111

City of Parksville

100 Jensen Avenue East, Parksville, BC V9P 2H3
Hours Monday – Friday 8:0 am - 4:00 pm
Phone: 250 248-6144
Fax: 250 248-6650

City of Campbell River

301 St. Ann's Rd., Campbell River BC, V9W 4C7
Hours Monday – Friday 8:30 am - 4:30 pm
Phone: (250) 286-5700
Fax: (250) 286-5760

Town of Qualicum Beach

#201 - 660 Primrose Street, Qualicum Beach, BC V9K 1S7
Hours Monday – Friday 8:0 am - 4:00 pm
Phone: 250.752.6921
Fax: 250.752.1243
Email: qbtown@qualicumbeach.com

Vancouver Island Health Authority

1952 Bay Street, Victoria, BC V8R 1J8
Phone: 250.370.8699
Toll-free: 1-877-370-8699
Fax: 250.370.8750
Email: info@viha.ca



Appraisers & Home Inspectors

Property Appraisers

Cunningham Rivard Appraisers
Nanaimo Office
Phone: 250.753.3428
70 Prideaux Street,
Nanaimo, BC V9R 2M5
Duncan Office
Phone: 250.737.1777
300 - 394 Duncan Street,
Duncan, BC V9L 3W4

Benson Appraisals
Jim Saunders, BA, CRA
Phone: 250-753-9995
Toll Free: 1-866-753-9995
Ladysmith: 245-7502
Email: info@bensonappraisals.ca
Address: #107-30 Cavan Street Nanaimo, BC, V9R 6K3

Home Inspectors

Amerispec of Duncan
David Firth
Phone: (250) 748-4500
Toll Free: 1 800 717 3771
Address: Box 874 Duncan, BC, Canada V9L 3Y2
Email: david.firth@amerispec.ca
Web: <http://www.AmeriSpec.ca/duncan>

Canadian Residential Inspection
Neil Pickard
Phone: 1-800-550-1533
Email: contact@canadianresidential.com
Web: www.canadianresidential.com/inspector/Neil_Pickard/

Demolition & Hazmat

Rockridge Inc. Demolition
Andrew Hall
Cell: (250) 883-2436
Office: (250) 658-1001
marooned@island.net
www.rockridgeinc.com

Lewkowich Engineering - Hazmat Testing
Suite A-2569 Kenworth Road
Nanaimo, BC V9T 3M4
Tel: 250-756-0355
Fax: 250-756-3831

Demxx - Demolition

1688 Alberni Hwy.
P.O. Box 764 Coombs, B.C. V0R 1M0
Phone - 250-954-0296
alan@demxx.com

Septic Inspectors & Septic Pumping

Ace Bobcat Septic Inspections
6149 Scott Road, Duncan BC
(250) 709-9643

Save-On Septic – Inspections & Pumping
Phone: (250) 748-5676

Cowichan Septic – Pumping Only
Dale - Phone: (250) 246-7519

Water Testing

BC Aquifer
Phone : (250) 748-4041
Fax: (250) 748-5775
Address: 5295 Trans Canada Hwy Duncan, BC,
V9L5J2

Caledonian Water Company
Ed Henderson
Phone: (250) 746-3975
Address: 1061 Canada Ave, Duncan BC, V9L 1V2