

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT

BY-LAW NO. 20

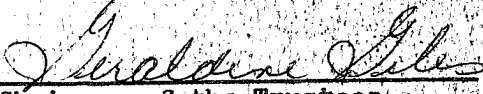
A by-law to authorize the execution of a RIGHT-OF-WAY AGREEMENT with Garry William Graham and Donna Grace Graham.

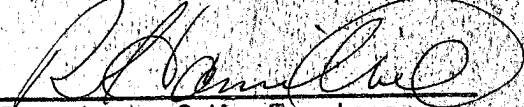
The Trustees of the Braithwaite Estates Improvement District ENACT AS FOLLOWS:

1. That Gerry Giles, Chairman of the Trustees, and Rodger Hamilton, Secretary of the Trustees, are hereby authorized to execute, on behalf of the District an Agreement of Right-of-Way with Garry William Graham and Donna Grace Graham, relating to the easement for and on Lot 60, Section 14, Range 7, Shawnigan District, Plan 24753.
2. That Gerry Giles, Chairman of the Trustees, and Rodger Hamilton, Secretary of the Trustees, are hereby authorized to pay the sum of One Thousand Dollars (\$1,000.00) to Garry William Graham and Donna Grace Graham for the said Right-of-Way Agreement from the funds of the Braithwaite Estates Improvement District.
3. That Gerry Giles, Chairman of the Trustees, and Rodger Hamilton, Secretary of the Trustees, are hereby authorized to execute, on behalf of the District all necessary instruments to give effect to the said Right-of-Way Agreement.
4. This by-law may be cited as the Right-of-Way Agreement By-law, 1978.

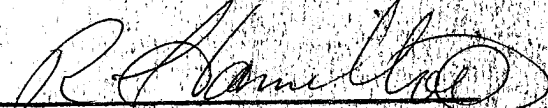
INTRODUCED and given first reading by the
Trustees on the 10th day of October, 1978.

RECONSIDERED and finally passed by the
Trustees on the 10th day of October, 1978.

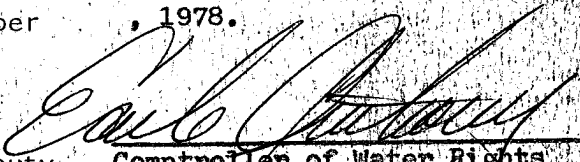

Chairman of the Trustees


Secretary of the Trustees

I hereby certify under the seal of the Braithwaite Estates Improvement District that this is a true copy of By-law No. 20 of the Braithwaite Estates Improvement District, passed by the Trustees on the 10th day of October, 1978.


Secretary of the Trustees

REGISTERED the 31st day of October, 1978.


Deputy Comptroller of Water Rights

and of operating the said well and waterline at all times in good condition and repair; and for every such purpose the Grantee shall have access to the said right-of-way at all times, by its servants, employees and workmen, with or without equipment or machinery.

THE PARTIES FURTHER COVENANT AND AGREE as follows:

1. THAT the Grantee shall have the express right, without restricting the generality of the foregoing, to pass and repass over the said right-of-way and to drill, clear, dig, remove and backfill soil, make trenches, and install pipe and machinery in, under, over and upon the said right-of-way for any or all or the purposes aforesaid;
2. THAT the Grantee shall pay all damage caused by the drilling, construction, laying, operating, maintaining, repairing or removing the said well or waterline;
3. THAT the surface of the said right-of-way shall be restored to its original condition as much as is reasonably possible as soon as any maintenance or repairs as aforesaid have been completed;
4. THAT all maintenance and repairs shall be completed by the Grantee with due dispatch;
5. THAT the Grantors will not erect any buildings or structures (except fences), or permit any buildings or structures (except fences) to be erected on the said right-of-way;
6. THAT the Grantors will not plant any trees or other growth on the said right-of-way that would in time become a hazard to the said well or waterline, or allow anything to be done which, in the opinion of the Grantee would be hazardous to the said well or waterline.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED by)
the Grantors in the presence of:)

_____)
_____)
_____)
_____)

_____) GARRY WILLIAM GRAHAM

_____) DONNA GRACE GRAHAM

THE COMMON SEAL of the Grantee,)
BRAITHWAITE ESTATES IMPROVEMENT)
DISTRICT, was hereunto affixed in)
the presence of:)

_____) (name)

_____) (title)

THIS INDENTURE made the

day of October, 1978,

BETWEEN:

GARRY WILLIAM GRAHAM, Millwright, and DONNA GRACE GRAHAM, Housewife, R. R. #1, Cowichan Station Post Office, Vancouver, Island, British Columbia, as JOINT TENANTS,

(hereinafter referred to as "the Grantors")

OF THE FIRST PART

AND:

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT, of Cobble Hill, in the Province of British Columbia,

(hereinafter referred to as "the Grantee")

OF THE SECOND PART

WHEREAS the Grantors are the registered owners of ALL AND SINGLE that certain parcel or tract of land situate in the Cowichan Assessment District, Cowichan Bay Improvement District and Braithwaite Estates Improvement District, in the Province of British Columbia, and more particularly known and described as:

Lot Sixty (60), Section Fourteen (14), Range Seven (7), Shawnigan District, Plan 24753

AND WHEREAS the Grantee has requested the Grantors to grant to it a right-of-way over that portion of the said lands more particularly described in Schedule "A" hereto and referred to herein as "the said right-of-way";

AND WHEREAS the Grantors have agreed to grant the said right-of-way so requested;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00) of lawful money of Canada, now paid by the Grantee to the Grantors, the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant and convey to the Grantee, its successors and assigns, the right, at any time, to enter upon the said right-of-way, for the purposes of drilling, constructing and laying down a well and waterline for the obtaining, the storage, the passage and carriage under, through, over and upon the said right-of-way,

SCHEDULE "A"

All that part of Lot Sixty (60), Section Fourteen (14), Range Seven (7), Shawnigan District, Plan 24753, which may be more particularly described as follows:

Commencing at the most northerly corner of the said Lot Sixty (60), thence southwesterly and following the northwesterly boundary of the said lot, a distance of twenty (20) feet; thence southeasterly and at right angles to the said northwesterly boundary a distance of twenty (20) feet; thence northeasterly and parallel to the said northwesterly boundary to a point on the northeasterly boundary thereof; thence northwesterly and following the said northeasterly boundary to the point of commencement.