

TO: Braithwaite Estates Improvement District
1234 Braithwaite Drive
R.R. #2, Cobble Hill, B.C.

Pursuant to Paragraph "4" of that Right of Way and Easement Agreement, registered in the Victoria Land Title Office on the 24th day of March, 1982, under number L20184, against title to Lot 22, Section 14, Range 8, Shawnigan District, Plan 24753, entered between ourselves as Grantors and B.E.I.D. as Grantees, we the Grantors having registered a plan of subdivision in the Victoria Land Title Office, hereby designate the property known and described as Lot 22, Section 14, Range 8, Shawnigan District, Plan 24753, EXCEPT Parcel 'A' (DDM27776) to be the lot to which the said Agreement shall solely extend, and no other lot shall have any rights whatsoever arising from that Agreement attaching to it.

Executed at Cobble Hill, British Columbia, this
26th day of August, 1983.

Neil E. Barkman
WITNESS

Lorne Edward Adams
LORNE EDWARD ADAMS

Nola Adams
NOLA ADAMS

ORIGINAL RECEIVED (S. 165 (1A))

DO NOT WRITE ABOVE THIS LINE. FOR LAND TITLE USE ONLY

DISCHARGE OF

FORM 17 (SECTION 220)

Mack Printers and Stationers Ltd., Vancouver, B.C.
Law and Commercial Stationers

~~MORTGAGE~~ FORM LTA 37 (Section 238)

Grant of Right of Way Discharge of Grant of Right of Way
CANCELLATION OF CHARGE:

~~MORTGAGE~~ NO: C 73591 assigned to
F 18060

Full name, address, telephone number of person
presenting application:

Name of person entitled to cancellation by or
on whose behalf the application is made.

KUTA & MABLEY
Solicitors and Solicitors
206 - 435 Trunk Road
Duncan, B.C.
V9L 2P5
Tel: 748 5253

Registered Owner

Deliver all notices—documents—copies to the office for
295 387 EXPRESS REGISTRY SERVICES LTD.

Signature of Applicant, or Solicitor or Authorized Agent

For Land Title Office
use only.

I/~~WE~~, (Name of registered owner of mortgage) BRAITHWAITE ESTATES IMPROVEMENT DISTRICT,
a water improvement district incorporated under the Water
Act of the Province of British Columbia, and whose office
is located at Cobble Hill, in the Province of British Columbia,
successor in title to PARIS ENTERPRISES LTD., by virtue of
Braithwaite Estates Improvement District By-law No. 4
registered the 24th day of January, 1977

acknowledge that the ~~mortgage~~ Grant of Right of Way registered under number C73591 assigned to
F 18060

is discharged as to all/~~part~~ of the land being charged, being:

Lot 22, Section 14, Range 8 East, Shawnigan District,
Plan 24753, shown outlined in red on Plan 2785RW

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EXECUTED at DUNCAN

in the Province of

British Columbia

, this

2nd

day of

December

, 1981

SIGNED IN THE PRESENCE OF:

Signature _____

Address _____

Occupation _____

(Or in the case of a corporation)

The Common Seal of BRAITHWAITE ESTATES IMPROVEMENT DISTRICT
was hereunto affixed in the presence of:

Per: _____

Gerry Gibb

NOTE: 1. If the discharge is executed by the corporation, it must be sealed, see section 16 of the Conveyancing and Law
Property Act.
2. This discharge must be witnessed and the execution proved in the manner prescribed by Part 5.

FEE: Nil

THIS AGREEMENT made this 11th day of February 1982, N.A.

BETWEEN: ORIGINAL RECEIVED (S. 165 L.T.A.)

L 20185

LORNE EDWARD ADAMS, self-employed, and NOLA ADAMS, Teacher, both of Braithwaite Avenue, in the County of Vancouver Island, in the Province of British Columbia

(hereinafter called the "Grantors")

OF THE FIRST PART

AND:

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT, a water improvement district incorporated under the Water Act of the Province of British Columbia, and whose office is located at Cobble Hill, in the Province of British Columbia.

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantee is a water improvement district, incorporated pursuant to The Water Act, of the Province of British Columbia, and the holder of Supplementary Letters Patent to construct and operate waterworks systems;

AND WHEREAS the easement contained herein is necessary for the operation and maintenance of the Grantee's undertaking;

AND WHEREAS the Grantee is the successor in title to Paris Enterprises Ltd., a company duly incorporated under the laws of the Province of British Columbia, having a registered office at 990 Blanshard Street, in the City of Victoria, in the Province of British Columbia, which said corporation was a party to a right of way agreement between the Grantors, as parties of the first part, and the said Paris Enterprises Ltd., of the second part, made the 8th day of July, 1974, and pursuant to which a Grant of Right of Way was executed by the said Grantors and the said Paris Enterprises Ltd., on the 8th day of July, 1974 and registered in the Land Title Office in the County of Victoria, (now the Land Title Office for the County of Vancouver Island), as No. C73591, Assigned to F18060 over that part of Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753 shown in red on Plan 2785 RW;

15:17
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AND WHEREAS Lorne Edward Adams and Nola Adams are the registered owners of Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753;

AND WHEREAS the parties hereto are desirous of cancelling, abandoning and releasing the above mentioned right of way agreement and Grant of Right of Way between the Grantors hereto and the said Paris Enterprises Ltd.

AND WHEREAS the Grantors are desirous of subdividing Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753, and the Grantee has requested that the Grantors enter into this agreement restricting gratuitous water rights attaching to any such subdivided lots;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good and valuable consideration now paid by the Grantee to the Grantors (receipt of which is hereby acknowledged), the parties hereto agree as follows:

1. The Grantors, Lorne Edward Adams and Nola Adams, hereby grant in perpetuity an exclusive right of way and easement to the Grantee, its servants and other persons acting on its behalf, over that part of Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753, shown in red on Plan 2785 RW;
 - (a) to construct, entrench, operate, maintain, remove and replace a system of water pipes and all necessary appurtenances thereto, in, under and upon the said lands, and hereinafter called the "right of way" for the conveyance of water;
 - (b) to pass and repass over the right of way and to clear, dig, remove and backfill soil and make trenches on the right of way for any of the purposes aforesaid;

- (c) the Grantee covenants with the Grantors that each time it disturbs the surface of any of the said land in the exercise of the rights granted to it under this agreement, it will restore to its original condition the surface of the right of way forthwith to the satisfaction of the owners as soon as any maintenance or repairs as aforesaid have been completed; provided that the Grantee shall not be required to replace or repair any fruit trees growing on the surface of the said right of way prior to such work being undertaken.
- (d) The Grantors hereby covenant with the Grantee not to make, place, erect or maintain subsequent to the date hereof any building, structure, excavation, pile of material, tree, plant, vegetation or any other obstruction in, under or upon the said right of way without the written consent of the Grantee first had and obtained, with the exception of minor landscaping fencing and/or the erection of gates and the surfacing of the area with any standard driveway material such as asphalt.
- (e) the Grantee hereby agrees that it will indemnify, save harmless and keep the Grantors indemnified against all actions, claims or demands that may be lawfully brought or made against the aforesaid Grantors by reason of anything done by the Grantee in the exercise of the rights hereby granted.

2. It is mutually agreed between the parties hereto that the right of way be construed as running with the land

and that no part of the fee of the soil shall pass to or be vested in the Grantee under or by these presents, and that the Grantors may use and enjoy the said lands, subject only to the rights and restrictions provided herein.

3. The Grantee further agrees that the registered owners of Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753, shall not be charged for water services including the connection fees, nor shall they be required to participate either financially or physically in any necessary repairs, renovations or maintenance relating to the water system. In the event that the Grantors transfer the said lands or any portion of them to a Lessee or to a subsequent purchaser, excluding a purchaser who is either one of the Grantors alone, or a corporation in which the Grantors own 100% of the common shares of the company,* whether through a plan of subdivision or otherwise, the Grantee agrees and covenants that the right contained herein not to be charged for water services shall be deemed to be amended and subject to paragraph 4 herein, and insofar as any right to receive water services without charge may extend to a subsequent purchaser of the said lands, it shall be deemed to be limited to domestic water services only. For all purposes of such amendment the term "domestic water services" shall be defined as a maximum bi-monthly consumption for all purposes of 120 cubic meters of water. Bi-monthly consumption in excess of 120 cubic meters of water shall be subject to and charged according to the by-laws and tariffs of the Grantee and may be subject to change from time to time by such by-laws and tariffs. In determining the applicable rate to be so applied the entire amount of water consumed in the billing period shall be considered, but only such amount of water in

INITIALS

N.A.
K.E.H.
J.P.

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INITIALS

N.A.
K.E.H.
J.P.

J.P.

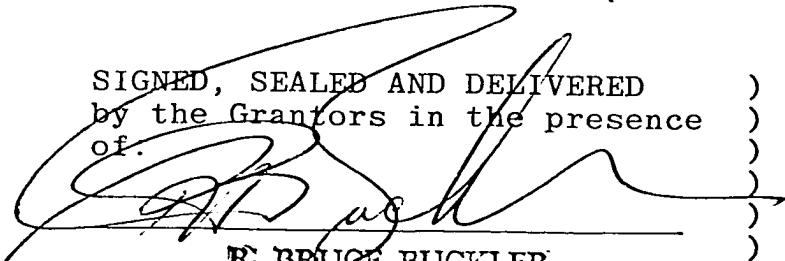
* or any lease of the existing dwelling or replacement thereof for a term of less than three (3) years

excess of 120 cubic meters shall be charged for. For the purposes of determining such bi-monthly consumption the Grantee may install a meter which shall remain the property of the Grantee.

4. In the event that a plan of subdivision respecting the said lands shall at any time hereafter be registered in the Land Title Office for the County of Vancouver Island, the parties hereto agree and covenant each with the other that then and in that event this agreement shall solely extend to one of the said subdivided lots, such lot to be designated by the Grantors, and all remaining subdivided lots within the said lands shall have no rights whatsoever arising from this agreement attaching to them. The Grantors hereby expressly covenant that on a plan of subdivision being registered as aforesaid they shall immediately execute a release of this right of way and Easement Agreement, insofar as it relates to those subdivided lots to which this right of way and Easement Agreement will no longer apply. In all other respects this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.
5. The Grantee hereby agrees to pay the legal expenses of the Grantors incurred in the preparation and registration of this agreement.

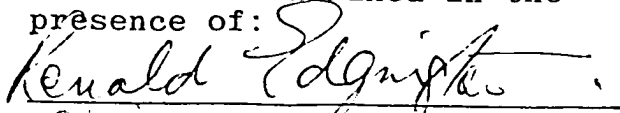
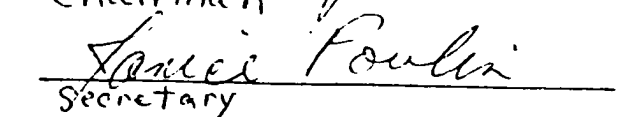
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

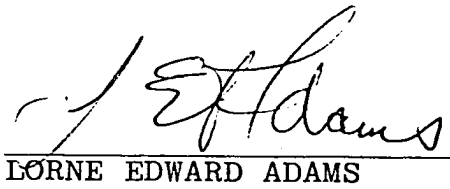
SIGNED, SEALED AND DELIVERED)
by the Grantors in the presence)
of.)



R. BRUCE BUCKLER
BARRISTER & SOLICITOR
1031 VANCOUVER STREET,
VICTORIA, B.C.

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


Chairman)

Secretary)



LORNE EDWARD ADAMS

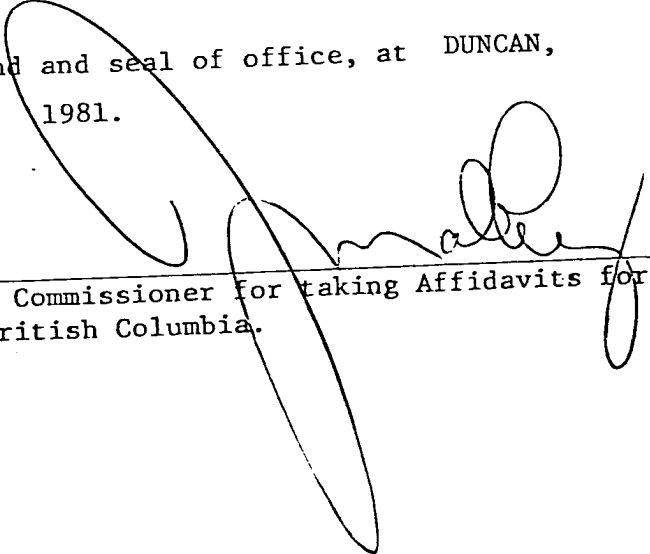

NOLA ADAMS
DALE

LAND TITLE ACT
FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 11th day of December 1981, at the City of Duncan, in the Province of British Columbia, Janice Poulin who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of BRAITHWAITE ESTATES IMPROVEMENT DISTRICT, and that ~~he~~/she is the person who subscribed ~~his~~ her name and affixed the seal of the corporation to the instrument, that ~~he~~/she was authorized to subscribe ~~his~~ her name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation).

IN TESTIMONY of which I set my hand and seal of office, at DUNCAN, this 11TH day of DECEMBER 1981.


A Commissioner for taking Affidavits for
British Columbia.

ATED 1981

BETWEEN:

LORNE EDWARD ADAMS
and NOLA ADAMS

OF THE FIRST PART

AND:

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT
OF THE SECOND PART

RIGHT OF WAY AGREEMENT

KUTA & MABLEY
Barristers & Solicitors
206 - 435 Trunk Road
DUNCAN, B.C. V9L 2P5

Telephone: 748-5253

LAND TITLE ACT
Form 17
(Section 151, 152 (1), 220)
APPLICATION

NOTE: Before submitting this application for interests under (1) and (2), applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:	MARKET VALUE:
(1) FEE SIMPLE <input type="checkbox"/>	
(2) CHARGE <input checked="" type="checkbox"/>	TRUE VALUE: <u>Right of Way</u>
(3) CANCELLATION OF CHARGE <input type="checkbox"/>	NATURE OF CHARGE
	NATURE AND NUMBER OF CHARGE CANCELLED

HEREWITH FEES OF: \$ 10.00

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if different than shown in instrument: _____

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made: _____

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application: _____

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application: NOLA + MABLEY (Barristers & Solicitors)

206-435 Trunk Rd Duncan BC

Edward Adams
Signature of Applicant or Solicitor or Notarized Agent
1982008

TITLE: CA1682039

PAGE 1

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT
TITLE NOTIFICATION AS OF 10 AUGUST, 2010,
FEE SIMPLE

DECLARED VALUE: 307000 TITLE NO: CA1682039
FROM TITLE NO: EP23653

APPLICATION FOR REGISTRATION RECEIVED ON: 03 AUGUST, 2010
ENTERED: 10 AUGUST, 2010

REGISTERED OWNER IN FEE SIMPLE:
JOHN RUPERTO, TECHNICAL ANALYST
MARNIE RUPERTO, TEACHER
1035 BRAITHWAITE DRIVE
COBBLE HILL, BC
VOR 1L4
AS JOINT TENANTS

TAXATION AUTHORITY:
NANAIMO/COMICHAN ASSESSMENT AREA
BRAITHWAITE ESTATES IMPROVEMENT DISTRICT

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 002-012-910
LOT 22, SECTION 14, RANGE 8, SHAWNIGAN DISTRICT, PLAN 24753, EXCEPT
PARCEL A (DD M27776)

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

EXCEPTIONS AND RESERVATIONS
M76300
REGISTERED OWNER OF CHARGE
ESQUIMALT AND NANAIMO RAILWAY COMPANY
M76300

REMARKS: A.F.B. 9.693.7434A SECTION 172(3) 390486G
FOR ACTUAL DATE AND TIME OF REGISTRATION SEE
ORIGINAL GRANT FROM E & N RAILWAY COMPANY

STATUTORY BUILDING SCHEME
A36250 1972-04-25 15:16
REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
L20185 1982-03-24 15:17
REGISTERED OWNER OF CHARGE
BRAITHWAITE ESTATES IMPROVEMENT DISTRICT
L20185
REMARKS: PART IN PLAN 2785 RM

CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A.

Acct #85

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

CORRECTIONS: CHARGE OWNER NAME CORRECTED

M76300

2002-06-05 09:30

PENDING APPLICATIONS: NONE