

**BRAITHWAITE ESTATES IMPROVEMENT DISTRICT**

**BY-LAW NO. 124**

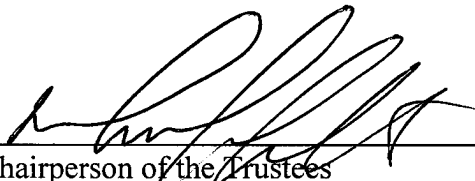
A by-law to authorize the execution of an agreement with  
John Ruperto and Marnie Ruperto

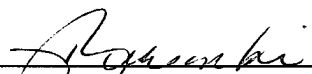
The Trustees of the Braithwaite Estates Improvement District ENACT AS FOLLOWS:

- 1) That Michael Croft, Chair of the Trustees, and Morris Wadds, Officer, are hereby authorized to execute on behalf of the Braithwaite Estates Improvement District an agreement with John Ruperto and Marnie Ruperto relating to a Statutory Right of Way in favour of Braithwaite Estates Improvement District in terms of the draft agreement hereto attached.
- 2) That Michael Croft, Chair of the Trustees, and Morris Wadds, Officer, are hereby authorized to execute on behalf of Braithwaite Estates Improvement District all necessary instruments to give effect to the said agreement.
- 3) This bylaw may be cited as the "Braithwaite Estates Improvement District Right of Way Agreement Bylaw No. 124.

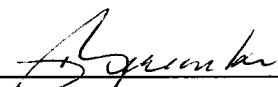
INTRODUCED and given first reading by the Trustees on the 28th day of June, 2012.

RECONSIDERED and finally passed by the Trustees on the 28th day of June, 2012.

  
\_\_\_\_\_  
Chairperson of the Trustees

  
\_\_\_\_\_  
Financial & Corporate Administrator

I hereby certify under the seal of the Braithwaite Estates Improvement District that this is a true copy of By-law No. 124 of the Braithwaite Estates Improvement District passed by the Trustees on the 28th day of June, 2012.

  
\_\_\_\_\_  
Financial & Corporate Administrator

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

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)

**Orchard & Company**  
**Barristers and Solicitors**  
**321 St. Julian Street**  
**Duncan BC V9L 3S5**

Phone (250) 746-5899  
 File No. 28096 (Braithwaite)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**002-012-910 LOT 22, SECTION 14, RANGE 8, SHAWNIGAN DISTRICT, PLAN 24753,  
 EXCEPT PARCEL A (DD M27776)**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

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):

**SEE SCHEDULE**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

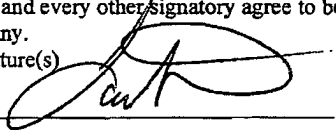
**BRAITHWAITE ESTATES IMPROVEMENT DISTRICT**

P.O. BOX 282  
 COBBLE HILL BRITISH COLUMBIA  
 V0R 1L0 CANADA

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)



**Perry Fainstein**  
**Barrister & Solicitor**  
**3410 Woodburn Avenue**  
**Victoria, BC V8P 5C1**  
**(As To All Signatures)**

Execution Date

Y	M	D
12	07	25

Transferor(s) Signature(s)



**JOHN RUPERTO**



**MARNIE RUPERTO**

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.

FORM\_01\_V16

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

PAGE 2 of 9 pages

Officer Signature(s)

*[Handwritten Signature]*

Execution Date

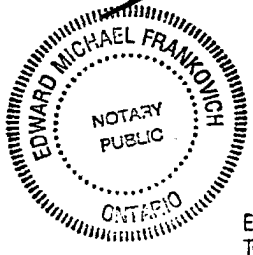
Y	M	D
12	09	12

Transferor / Borrower / Party Signature(s)

CIBC MORTGAGES INC., by its  
authorized signatories

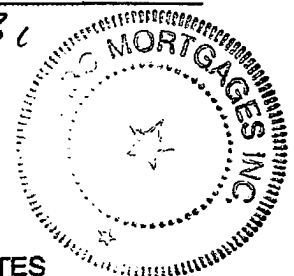
*[Handwritten Signature]*  
Per: **Janet Hanif-Ferouz**  
**Authorized Signing Officer**

Per: *63101131*



Edward Michael Frankovich  
100 University Avenue  
Toronto, Ontario  
M5J 2X4

Edward Michael Frankovich, Notary Public, City of Toronto, limited to the attestation of instruments and the taking of affidavits, for Canadian Imperial Bank of Commerce, CIBC Mortgages Inc. and CIBC Mortgage Corporation. Expires May 10, 2013.



BRAITHWAITE ESTATES  
IMPROVEMENT DISTRICT, by its  
authorized signatories

Per: \_\_\_\_\_

Per: \_\_\_\_\_

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

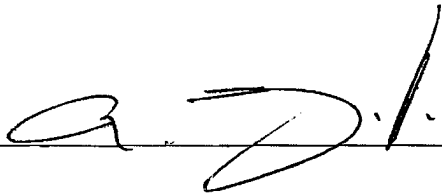
\_\_\_\_\_

Y	M	D
12	10	18
12	10	31

CIBC MORTGAGES INC., by its  
authorized signatories

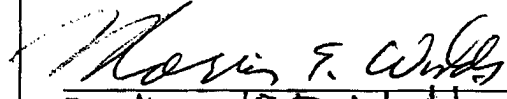
Per: \_\_\_\_\_

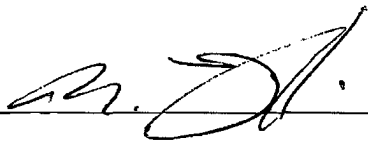
Per: \_\_\_\_\_




RICHARD B. FRIEDRICH, B.Admin.,LL.B.  
Barrister & Solicitor  
321 ST. JULIAN STREET  
DUNCAN, B.C. V9L 3S5

BRAITHWAITE ESTATES  
IMPROVEMENT DISTRICT, by its  
authorized signatories:

  
Per: MORRIS E. WADD'S,  
TRUSTEE



RICHARD B. FRIEDRICH, B.Admin.,LL.B.  
Barrister & Solicitor  
321 ST. JULIAN STREET  
DUNCAN, B.C. V9L 3S5

  
Per: Michael Croft, Trustee

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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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		as shown on Plan 2785 R.W.

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting new Statutory Right of Way priority over CA1682040

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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

**JOHN RUPERTO and MARNIE RUPERTO (Statutory Right of Way)**

**CIBC MORTGAGES INC., Incorporation No. A33457 (Priority Agreement)**

**TERMS OF INSTRUMENT - PART 2  
STATUTORY RIGHT OF WAY AGREEMENT**

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**WHEREAS:**

- A. "Owner" means the party(ies) described as Transferor(s) in Form C – Part 1, Item 5 hereto.
- B. "BEID" means Braithwaite Estates Improvement District, the party described as Transferee(s) in Form C – Part 1, Item 6 hereto.
- C. "Land" means the land described in Form C – Part 1, Item 2 hereto.
- D. "Right of Way Area" means that part of the Land shown on the Plan of Right of Way over Lot 22, Plan 24753, Section 14, Range 8 East, Shawnigan District, which plan was prepared by H.P. Nicolson, British Columbia Land Surveyor, and completed on the 8<sup>th</sup> day of February, 1974, a reduced print of which is annexed hereto and which plan is registered in the Victoria Land title Office under number 2785 R.W.
- E. The Owner is the registered owner or is entitled to become the registered owner of the Land.
- F. It is necessary for the operation and maintenance of BEID's undertaking to obtain a statutory right of way through, under and across the Land.
- G. The Owner has agreed to grant to BEID a statutory right of way on the terms contained herein.

**THIS INDENTURE WITNESSES THAT:**

**1. Grant of Rights To BEID**

The Owner, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada now paid by BEID to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), grants to BEID, for so long as BEID shall require it, a full, free and uninterrupted statutory right of way over, in, and through the Right of Way Area, for BEID, its employees, contractors, agents, invitees and licensees at all times hereafter:

- a. To excavate for, install, construct, operate, maintain, repair, abandon, remove and replace one or more underground pipelines of any kind or dimension on the Right of Way Area with any above ground or under ground valves, structures, meters and other appliances and fittings, and devices for the distribution of water (the "Works");

- b. To enter upon and have continual access to the Works over the Right of Way Area, with or without vehicles, supplies, machinery or equipment, for any of the purposes set out in this Agreement;
- c. To clear such portion or portions of the Right of Way Area and keep it cleared of any trees or other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of BEID, may interfere with any of the rights granted to BEID herein;
- d. To install, maintain and use gates in fences which now or hereafter shall cross the Right of Way Area;
- e. To install marking posts with warning signs attached to mark the location of the Works; and
- f. Generally to do all acts necessary or incidental to the foregoing or to the business of BEID.

2. **Duties of Owner**

The Owner covenants and agrees with BEID not to do anything that interferes with the rights granted to BEID in this Agreement including, without limitation:

- a. Not to do or knowingly permit to be done anything which may, in the opinion of BEID, interfere with or injure the Works or impair the operating efficiency of the Works or create any hazard;
- b. Not to store or use any substance on the Right of Way Area which might permeate the soil and cause damage or harm to the Works;
- c. Not to make, place, erect, operate, use or maintain upon the Right of Way Area any building, structure, foundation, excavation, well, culvert, swimming pool, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or to plant any vegetation which, in the opinion of BEID, may:
  - i. interfere with or endanger the Works or the installation, construction, operation, maintenance, repair, removal, or replacement of the Works; or
  - ii. obstruct access by BEID's employees, contractors, agents, invitees or licensees to the Works; or
  - iii. create any hazard by its operation, use, maintenance or existence on the Right of Way Area;
- d. Not to add or remove ground cover over the Works or carry out blasting on or adjacent to the Right of Way Area without the prior written consent of BEID and



if such consent is granted, only in accordance with the written requirements of BEID.

3. **Duties of BEID**

BEID covenants and agrees with the Owner:

- a. That it shall, as soon as weather and soil conditions permit and where practicable to do so, bury and maintain any underground Works so the Works do not interfere with the drainage of the Right of Way Area or the Land;
- b. After any excavation, repair, or maintenance to the Works, to restore the Right of Way Area to the condition that existed prior to such excavation, repair or maintenance;
- c. To repair any damage caused to the Right of Way Area or the Land as a result of the installation, maintenance, or operation of the Works;
- d. To carry out activities in the Right of Way Area in a proper and skillful manner and with due dispatch.

4. **Agreements Between the Owner and BEID**

The Owner and BEID covenant and agree that:

- a. This Agreement shall be construed as running with the Land but no part of the fee of the soil shall pass to BEID by this Agreement;
- b. Subject to the following subparagraph and notwithstanding any rule of law or equity to the contrary, the Works shall remain the property of BEID who may remove them in whole or in part;
- c. If BEID abandons the Works, it may, at its option, leave the Works, or any part thereof, and BEID shall release the rights granted by this Agreement. Upon the release of the rights granted to BEID by this Agreement, any abandoned Works shall belong to the Owner;
- d. The provisions of this Agreement are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby;
- e. The expressions "Owner" and "BEID" shall include, and this Instrument shall enure to the benefit of and be binding upon, the executors, administrators, successors and legal assigns of the Owner and BEID;

- f. Where the expression "Owner" includes more than one person, all of the covenants granted by the Owner in this Instrument shall be construed as being several as well as joint;
- g. Nothing contained herein shall diminish or otherwise interfere with rights enjoyed by BEID by statute or otherwise;
- h. Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context so requires or the parties so require;
- i. The parties shall execute and deliver such further assurances and shall do and carry out such further acts as may be reasonably required for the purposes contained in this Agreement.

5. **Priority**

CIBC Mortgages Inc. (the "Mortgagee"), in consideration of the sum of One (\$1.00) Dollar now paid by BEID to the Mortgagee, the receipt and sufficiency of which is hereby acknowledged by the Mortgagee, hereby agrees and consents to the registration of the Statutory Right of Way herein granted, running with the Lands, and agrees to such Statutory Right of Way having priority to the Mortgagee's Mortgage registered under number CA1682040 against title the Land in the same manner and to the same effect as if the said Statutory Right of Way had been dated, granted, and registered prior to the Mortgagee's Mortgage.

In witness whereof, the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) hereto.

**PLAN OF RIGHT-OF-WAY OVER LOT 22, PLAN 24753,  
SECTION 18, RANGE 8 EAST, SHANNINGAN DISTRICT.**

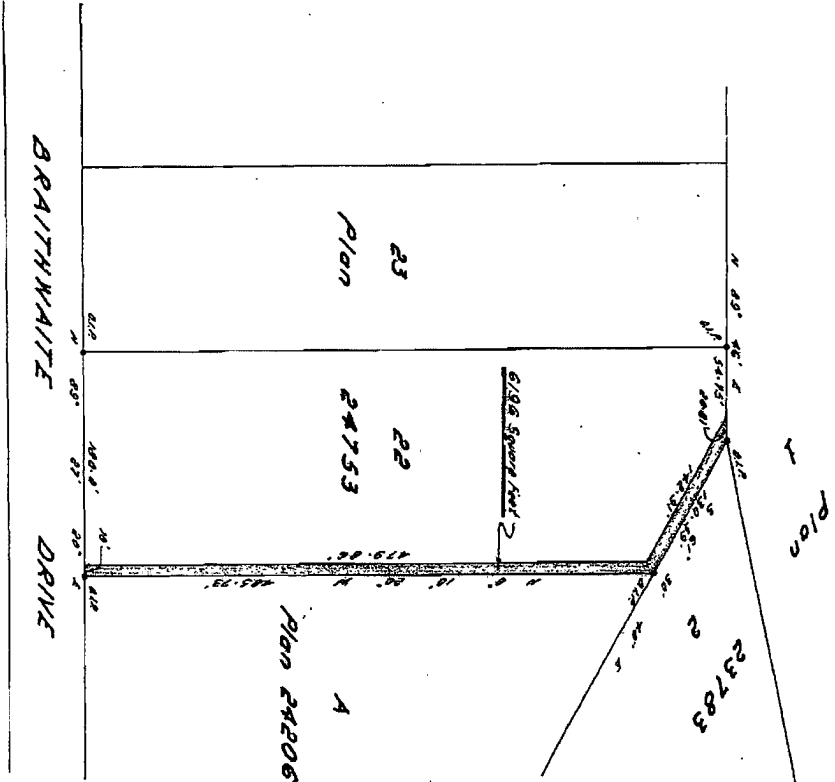
**PLAN 2785 RW**

Scale: 1 inch = 100 feet

Legend

• 0.12 Deposits not yet found

Astronomic bearings derived from No. 24753.



Deposited in the Land Bank Office  
of Victoria B.C.  
this 14th day of July 1974  
Attest: *[Signature]*  
DEPUTY REGISTRAR

This Plan has within the District  
been deemed to be correct

Dennis E. White, Broker

*[Signature]*  
Lorne Edward Nelson

Yvonne Anderson  
Nelle Nelson

Wynne E. White

Address: 165 King St. Victoria, B.C.

Occupier: *[Signature]*

Registered owner:  
Mrs. E. E. White

*[Signature]*  
John D. Dunlop  
Director

I, W. P. Nicholson, of the City of Victoria, British Columbia, Registrar,  
do hereby certify that the above is a true and correct copy of the  
original as recorded in the office of the Registrar, Victoria, B.C.  
This copy is being made available on the 14th day of February 1974.  
Signed before me this 14th day of February 1974.

Attest:  
*[Signature]*  
Benny D. Hoggan  
A Commissioner for taking of Oaths, Victoria, British Columbia

High A. Haines,  
B.C. Land Surveyors,  
Victoria, B.C.