

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA8670139

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-23-2020 12:22:36.002

PAGE 1 OF 9 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

James Daniel Alexander Pasuta 8PA4AR
Digitally signed by James Daniel Alexander Pasuta 8PA4AR
Date: 2020.12.20 11:33:16 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

JAMES PASUTA, Barrister & Solicitor

Box 414

Telephone No: 250-537-9995

560 Fulford-Ganges Road

Salt Spring Island

BC V8K 2W1

File No: M3618

Document Fees: \$74.87

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

000-336-459

LOT 2, SECTION 7, PENDER ISLAND, COWICHAN DISTRICT, PLAN 35333

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):

CECILE CALVERLEY

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

ALFRED EARL CALVERLEY, GEOLOGIST

CECILE CALVERLEY, HIS WIFE

39 BRANTFORD CRESCENT NW

CALGARY

ALBERTA

AS JOINT TENANTS

T2L 1N9

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)

Execution Date

Transferor(s) Signature(s)

GREGORY A. SHYBA

Notary Public

2039 Westmount Road N.W.

Calgary, Alberta, T2N 3N1

Y	M	D
20	12	11

CECILE CALVERLEY

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)

GREGORY A SHYBA

Y	M	D
20	12	11

Notary Public

2039 Westmount Road N.W.
Calgary, Alberta, T2N - 3N1

ALFRED EARL CALVERLEY

CECILE CALVERLEY

As to Both Signatures

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_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

Dominant Tenement: P.I.D.: 001-081-098
Lot 37, Section 7, Pender Island, Cowichan District,
Plan 32261, Except Part in Plan 35333

Easement Area all of Servient Tenement contained
within the Heavy Black Outline of Plan EPP106247

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

PART 2 – TERMS OF INSTRUMENTS

THIS INDENTURE made as of the 11th day of December, 2020

BETWEEN:

CECILE CALVERLEY
39 Brantford Crescent NW
Calgary, Alberta
T2L 1N9

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

ALFRED EARL CALVERLEY
CECILE CALVERLEY
39 Brantford Crescent NW
Calgary, Alberta
T2L 1N9

(hereinafter jointly called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of those parcels and tracts of land and premises situate, lying and being on Salt Spring Island in the Province of British Columbia that is more particularly known and described as:

Parcel Identifier: 000-336-459
Capital Assessment Area
Lot 2, Section 7, Pender Island,
Cowichan District, Plan 35333

(hereinafter called "the Servient Tenement")

B. The Grantee is the registered owner of that parcel and tract of land and premises situate, lying and being on Salt Spring Island in the Province of British Columbia that is more particularly known and described as:

Parcel Identifier: 001-081-098
Capital Assessment Area
Lot 37, Section 7, Pender Island,
Cowichan District, Plan 35333

(hereinafter called "the Dominant Tenement")

C. The Dominant Tenement and the Servient Tenement share a common boundary;

D. The Grantor has agreed, on the following terms and conditions, to grant to the Grantee an easement in, over, under and across that part of the Servient Tenement described as containing 0.353 hectares contained within the heavy black outline of an Explanatory Plan of Easement over Part of Lot 2, Section 7, Pender Island, Cowichan District, Plan EPP106427, prepared by Lloyd R. P. Eakins, B.C.L.S., and dated November 13, 2020, a copy of which is attached hereto.

(hereinafter called the "Easement Area")

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter made by the Grantor and the Grantee, the receipt and sufficiency of which is hereby acknowledged by all parties to this Agreement, the parties agree as follows:

ARTICLE 1 GRANT OF EASEMENT

1. The Grantor does hereby grant, convey and confirm to the Grantee as owner of the Dominant Tenement and for the use and enjoyment of the Dominant Tenement and its servants, agents, tenants, invitees, licencees, successors and assigns, the right, licence, liberty, easement, privilege and permission at all times and from time to time in common with the Grantor and its servants, agents, tenants, invitees, licencees, successors and assigns to have access to and egress from the Dominant Tenement, over and upon the Easement Area by foot, animal or vehicle, for the following purposes only:

1.1 ACCESS

- (a) Access from the Dominant Tenement to public roads;
- (b) Constructing, maintaining, repairing and replacing a driveway as and when required to facilitate the said access;

1.2 UTILITIES

- (a) Constructing, maintaining, repairing and replacing such above ground poles, wires and such incidental items that may be necessary for the proper delivery of electrical, telephone and cablevision services from public roads, through the Easement Area and onto the Dominant Tenement.

1.3 WATER

- (a) Drawing water from an existing well located in the part of the Easement Area shown in broken line and marked as Easement K19337 on the within Explanatory Plan EPP106247;
- (b) Laying such pipe as is necessary to convey the said water from the well, through the Easement Area to the Dominant Tenement;
- (c) Constructing a Pump house, installing a pump and installing such electrical equipment as is reasonably necessary to facilitate the drawing and delivery of water as described above;
- (d) Installing such incidental items as may be necessary to allow for the full and proper working of the above items;
- (e) Maintaining, repairing and replacing any of the above items as and when required.

1.3.1 The Servient Tenement shall not draw any water from the existing well located in the Easement Area.

1.3.2 The Dominant Tenement shall be totally responsible for all costs associated with the existing well and the works located within the Easement Area.

ARTICLE 2 GRANTOR'S RESERVATION OF RIGHTS

2.1 Notwithstanding the right and easement granted above, there is hereby reserved to each Grantor as owner of each Servient Tenement and its agents, tenants, invitees, licencees, successors and assigns, subject to the restrictions and limitations set forth below, the rights at all times hereafter and from time to time:

- (a) to use the Easement Area; and
- (b) to grant easements, rights-of-way or covenants in, over, under or through the Easement Area for any purpose;

provided any action taken by a Grantor pursuant to sub-paragraphs (a) and (b) above shall not impede or obstruct the free use and enjoyment of an Easement Area by the Grantee as set forth herein.

**ARTICLE 3
OBLIGATIONS OF THE GRANTEE**

3.1 The Grantee covenants and agrees with the Grantor as follows:

- (a) to indemnify and hold the Grantor safe from all and any claims, costs, losses, suits, expenses, damages and actions suffered or incurred by the Grantor as a result of the use of the Easement Area pursuant to the terms of this Easement by the Grantee, its servant, agents, invitees or licencees, or arising out of or in any way in connection with the Easement Area that would not have occurred but for the use of the Easement Area pursuant to this Easement, including all costs as between a solicitor and his client;
- (b) to purchase and maintain at all times comprehensive general liability insurance including property and public liability insurance in respect of the Easement Area, naming the Grantor as an additional insured, and to provide the Grantor with satisfactory evidence of such insurance on demand. In the event that the Grantee does not maintain such insurance as required hereunder, the Grantor shall have the right, but not the obligation, to effect its own comprehensive general liability insurance coverage, and the Grantee shall be responsible for the entire cost of such insurance and shall pay the cost to the Grantor on demand;
- (c) To keep the Easement Area and the Servient Tenement free of any claims of builder's liens by contractors, sub-contractors, workers or suppliers of the Grantee. In the event of the filing of a builder's lien against the title of the Servient Tenement, the Grantee shall promptly, at its own expense, cause the same to be removed, but may, in the name of the Grantor, cause the lien to be removed by paying monies into court pursuant to the relevant sections of the Builders Lien Act;
- (d) To repair as expeditiously as reasonably possible in a good and workmanlike manner any damage caused to the Easement Area or the Servient Tenement by virtue of the Grantee's use of the Easement Area;
- (e) To not place any sign or signs on or about the Easement Area without the Grantor's prior written consent;
- (f) To exercise its rights under this Easement in a reasonable, normal, and usual manner given the circumstances existing on the Servient Tenement from time to time.

**ARTICLE 4
OBLIGATIONS OF THE GRANTOR**

4.1 The Grantor agrees that it shall not do or omit to do anything that would prevent the Grantee from exercising any of its rights under this Easement.

**ARTICLE 5
STATUTORY RIGHTS OF WAY**

5.1 In the event that any public utility requires that the supply of their utility be evidenced by the registration of a Statutory Right of Way over the Easement Area, the Grantor covenants that he will sign such Statutory Right of Way as and when requested to do so.

5.2 Should a Statutory Right of Way be signed pursuant to Article 5.1 above, the Grantee covenants to release that portion of this Easement that has been made redundant by the signing of the Statutory Right of Way.

5.3 All costs associated with any registrations or discharges triggered by the operation of Articles 5.1 and 5.2 shall be the sole responsibility of the Grantee.

**ARTICLE 6
GENERAL**

6.1 The rights granted herein shall charge the Servient Tenement, the burden of which shall run with the Servient Tenement and shall be deemed to be perpetual.

6.2 Whenever the singular or masculine is used, the same shall be construed as meaning the plural, feminine, and body corporate or politic where the contexts of the parties so require.

6.3 The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

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

IN WITNESS WHEREOF the parties hereto have executed these presents by executing the Form C under the Land Title Act to which these presents are attached and form part of.

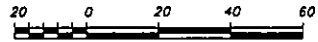
Plan EPP106247

Explanatory Plan of Part of Lot 2, Section 7, Pender Island, Cowichan District, Plan 35333.

For Easement Purposes.

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

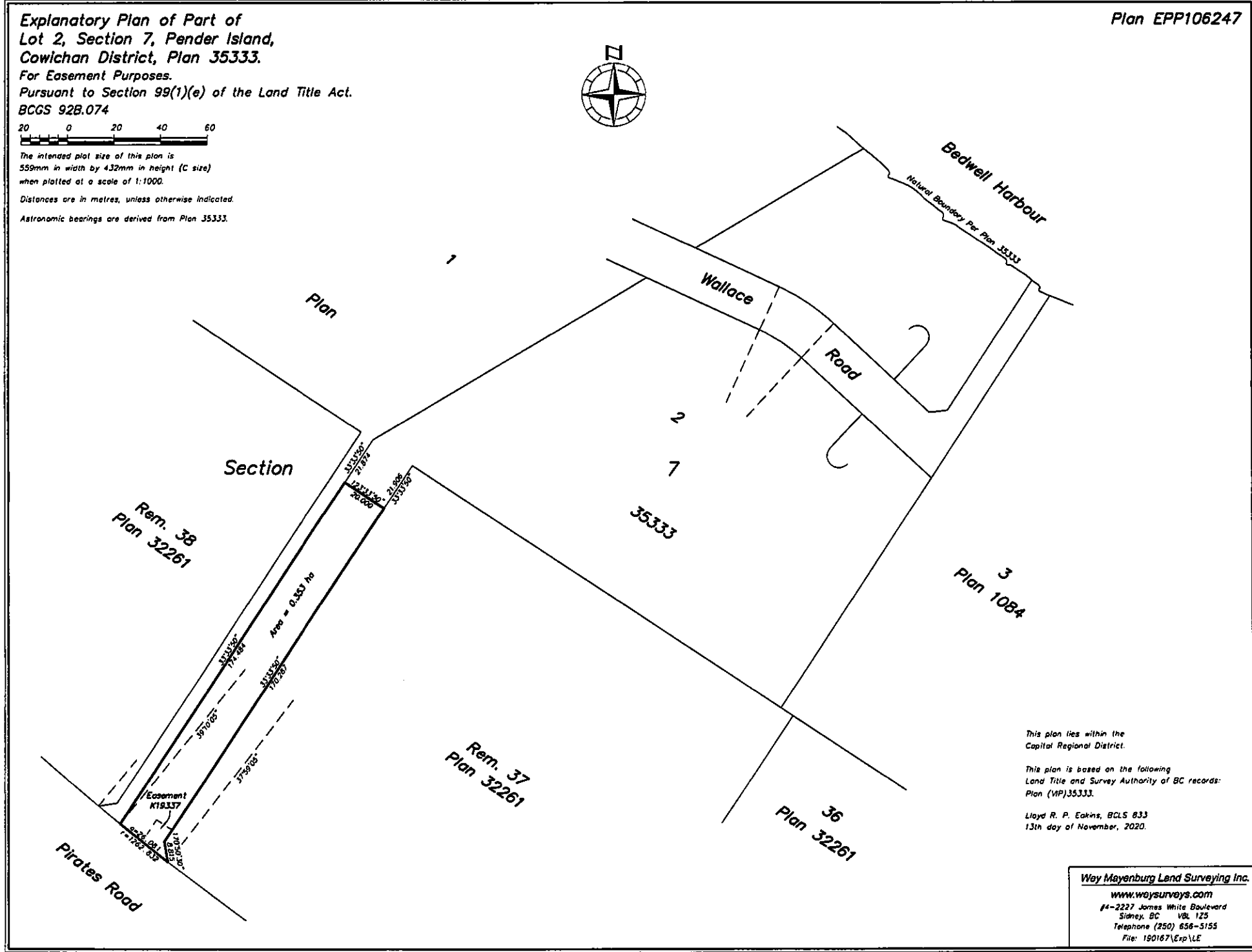
BCGS 92B.074



The intended plot size of this plan is 559mm in width by 432mm in height (C size) when plotted at a scale of 1:1000.

Distances are in metres, unless otherwise indicated.

Astronomic bearings are derived from Plan 35333.



This plan lies within the Capital Regional District.

This plan is based on the following Land Title and Survey Authority of BC records: Plan (VP)35333.

Lloyd R. P. Eakins, BCLS 833
13th day of November, 2020.

Way Mayenburg Land Surveying Inc.

www.weysurvey.com
#4-2227 James White Boulevard
Sidney, BC V8L 1Z5
Telephone (250) 656-5155
File: 190167\Exp\LE

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA8670139

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

James Daniel Alexander Pasuta 8PA4AR	Digitally signed by James Daniel Alexander Pasuta 8PA4AR Date: 2021.01.19 11:23:46 -08'00'
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I, James Pasuta, Barrister and Solicitor, authorized agent, for the applicant declares as follows:

The Application to Deposit Plan was inadvertently omitted from the registration package at the time of submission of Easement CA8670139. The Application, as well as Reference Plan EPP106247, have been filed on today's date under Registration Number CA8714731.

Dated at Ganges, B.C., this 19th day of January, 2021.

James Pasuta
Barrister and Solicitor
Box 414
560 Fulford-Ganges Road
Salt Spring Island, B.C., V8K 2W1
Tel: (250) 537-9995

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$14.20