

Dan Johnson

Realtor®

*PEMBERTON
HOLMES*

· ESTABLISHED 1887 ·

Information Package

For

5951 Highland Ave, Duncan



**PEMBERTON
HOLMES**

· ESTABLISHED 1887 ·

DEVELOPMENT OPPORTUNITY!



5951 Highland Ave

BUILDER/DEVELOPER ALERT! Over 1 acre of sub-dividable land with a 2500+ sqft rancher only minutes to downtown Duncan! PLA is already in place for 5 lots. The four lots range from just under 6540sqft to almost 9,000 sqft. The house sits on the 5th lot with over 1/3 of an acre. With the lack of housing this is a great opportunity to finish the process and start building! Live in the home while you build or rent it out. The custom built home has vaulted wood ceilings and beams, and a cozy wood-stove as well as a 1 bed in-law suite and has loads of potential with some updating. The large deck is great for entertaining, and the living room stone fireplace is truly a beautiful focal point. Lots of windows and skylights too to let in all the natural light. Call today before this gem is gone!

**Priced at
\$729,000**

Area	West Duncan	Age	1976
Bedrooms	3	Taxes	4618
Bathrooms	3	Tax Year	2020
Lot Size	47480.4	MLS#	862282
Floor Space	2590	Parking	



DAN JOHNSON
Pemberton Holmes - Duncan

Scan this QR
Code with your
smart phone



(250) 746-8123
wrkn4you@gmail.com
www.DuncanBCRealEstate.ca

23 Queens Road
Duncan, V9L 2W1



Dan Johnson
 Cell: 250-709-4987
 wrkn4you@gmail.com
 Pemberton Holmes Ltd. (Dun)



**5951 Highland Ave
 Du West Duncan ~ V9L 1L7**

Interior Details

Layout: Rancher
Bedrms: 3 **Kitchens:** 1
Baths Tot: 3 **Fireplaces:** 2
Bth 2Pce: 1 **Storeys:**
Bth 3Pce: 1 **Fin SqFt:** 2,590
Bth 4Pce: 1 **Unfin SqFt:** 0
Bth 5Pce: 0 **Bed & Brk:**
Ens 2Pce: 0 **Addnl Acc:** Potential
Ens 3Pce: 0 **Basement:** Crawl Space
Ens 4+Pce: 0 **FP Feat:** Insert, Wood Stove
App Incl: Dishwasher, F/S/W/D
Intr Ftrs

Rooms

RoomType	Level	Dim/Pcs
Bathroom		3-Piece
Bathroom		4-Piece
Bathroom		2-Piece
Bedroom		12'0x10'0
Bedroom		12'0x13'0
Den		13'0x8'0
Dining Room		9'9x11'6
Entrance		5'4x8'0
Kitchen		9'0x14'6
Laundry		6'0x8'0
Living Room		24'4x13'4
Other		12'0x20'0
Primary Bedroom		12'0x11'7
Rec Room		23'6x23'7

Listing Summary

MLS@: 862282 **List Price:** \$729,000
Status: Active **Orig Price:** \$729,000
Sub Type: SF Det **Sold Price:**
DOM: 1 **Pend Date:**
Taxes: \$4,618 **Strata Fee:**
2020 Asmt: \$583,000 **Title:** Freehold

Remarks

BUILDER/DEVELOPER ALERT! Over 1 acre of sub-dividable land with a 2500+ sqft rancher only minutes to downtown Duncan! PLA is already in place for 5 lots. The four lots range from just under 6540sqft to almost 9,000 sqft. The house sits on the 5th lot with over 1/3 of an acre. With the lack of housing this is a great opportunity to finish the process and start building! Live in the home while you build or rent it out. The custom built home has vaulted wood ceilings and beams, and a cozy wood-stove as well as a 1 bed in-law suite and has loads of potential with some updating. The large deck is great for entertaining, and the living room stone fireplace is truly a beautiful focal point. Lots of windows and skylights too to let in all the natural light. Call today before this gem is gone!

Rooms Summary

	Lower	Main	Second	Third	Other
Fin SqFt					
Beds	0	0	0	0	0
Baths	0	0	0	0	0
Kitchens	0	0	0	0	0

Building Information

Built (est) 1976 **Lgl NC Use:**
Oth Equ:
Const Mt: Frame Wood, Wood
Ext Feat:

Frnt Faces: N **Bldg Style:**
Bldg Warr:
EnerGuide Rtg/Dt:

Cool: None
Heat: Baseboard, Electric, Wood
Roof: Asphalt Shingle, Asphalt Torch On,
Fndn: Poured Concrete
Accss

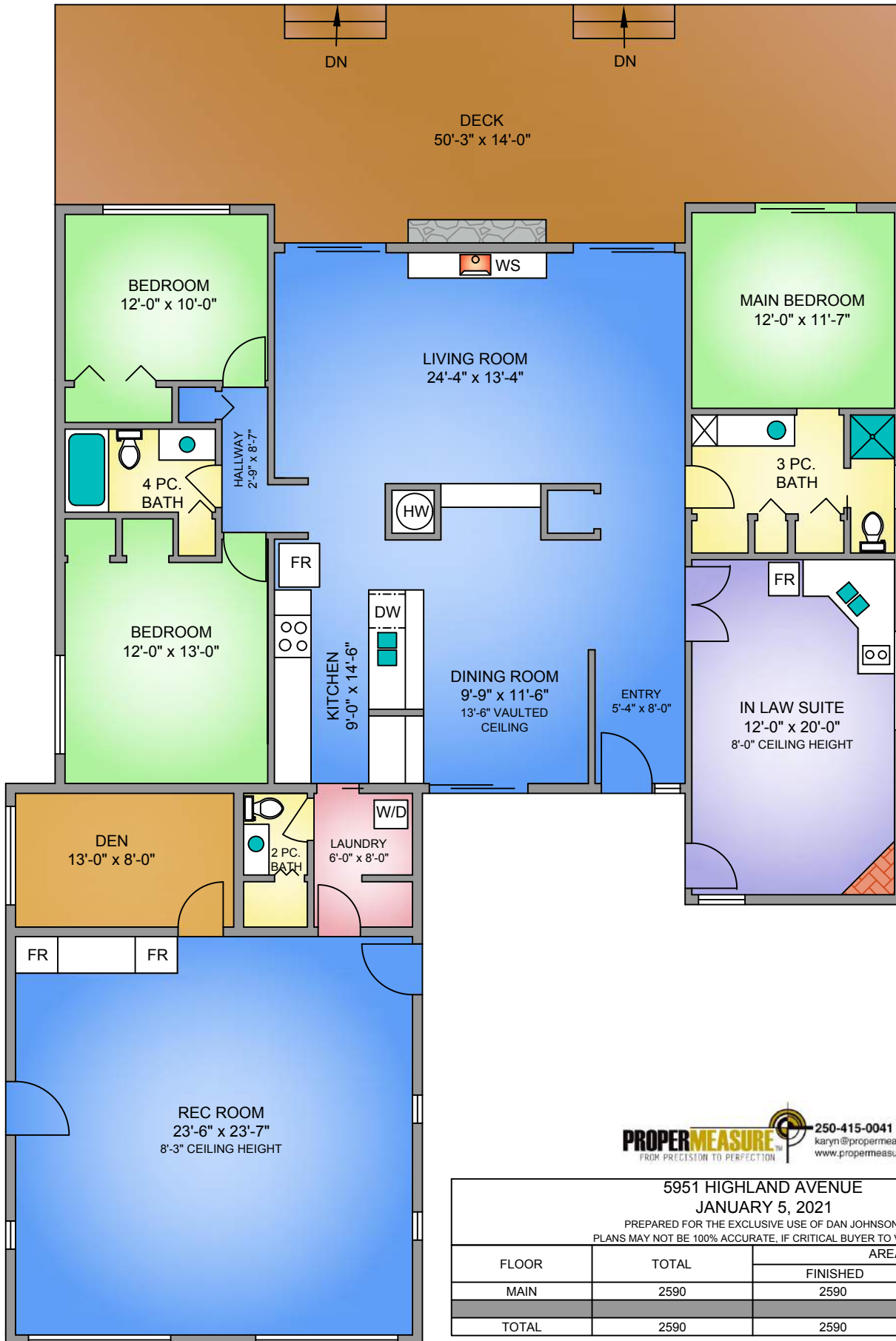
Lot/Strata Information

Prk Type: Detached, Driveway, Garage Double, Open
Water: Municipal **Waste:** Sewer Connected
Lot Feat: Acreage, No Through Road, Quiet Area, Recreation Nearby, Wooded Lot
Complex: **Prk Tota** 4
SqFt Balc: **StrLots/Cplx** **Prk Cm Prp:**
SqFt Prk: **Bldgs/Cplx:** **Prk LCP:**
SqFt Pat: **Suites/Bldg** **Prk Str Lot:**
SqFt Strg: **Floors/Bldg** **Str Lot Incl:**
Gnd/Top? **Lvls/Suite:**
Shrd Am:

Dims (w/d): **Waterfront:**
View:
Services:
Rent Alld?:
Yng Ag Alld?:
Pets Alld?:
BBQs Alld?:
Unit Incl:



MAIN FLOOR
2590 SQ. FT.
 VARIED CEILING HEIGHTS



PROPER MEASURE
 FROM PRECISION TO PERFECTION

250-415-0041
 karyn@propermeasure.com
 www.propermeasure.com

5951 HIGHLAND AVENUE			
JANUARY 5, 2021			
PREPARED FOR THE EXCLUSIVE USE OF DAN JOHNSON.			
PLANS MAY NOT BE 100% ACCURATE, IF CRITICAL BUYER TO VERIFY.			
		AREA (SQ. FT.)	
FLOOR	TOTAL	FINISHED	DECK / PATIO
MAIN	2590	2590	615
TOTAL	2590	2590	615

Property Notes – 5951 Highland Ave

There is an uncapped drilled well with no pump connected in front of the detached shop.

Crawl is roughly 3feet and accessed under the two chairs by the eating bar.

Daycare runs 7am-5pm Mon – Fri, Daycare space cannot be viewed during this time.

24 hours notice for viewings preferred.

Roof done in 2006, High Def replaced roof on the west side of the house 6 months ago.

December 9, 2020

Prospero No: SUB00091
Folio No: 00777-000
File: 3320-20 17.11

Chris Mallory
5951 Highland Ave
Duncan, BC V9L 1L7

Dear Chris,

RE: Preliminary Layout Acceptance Extension for 5951 HIGHLAND AVE¹

This is to confirm that we have received an application dated August 31, 2020 to extend your Preliminary Layout Acceptance (PLA). We also acknowledge the \$500.00 extension fee payment (receipt enclosed).

We are pleased to advise that the PLA issued **December 18, 2017** has been Amended on July 4, 2019 and has been extended until **July 4, 2021**. The conditions and requirements detailed in the Amended PLA letter still apply. Please note, this will be the last year that the PLA will be extended, unless the construction has been substantially completed.

If you have any questions, please contact me directly at 250-746-3190 or by email at morgan.mcleod@northcowichan.ca.

Sincerely,

Morgan McLeod

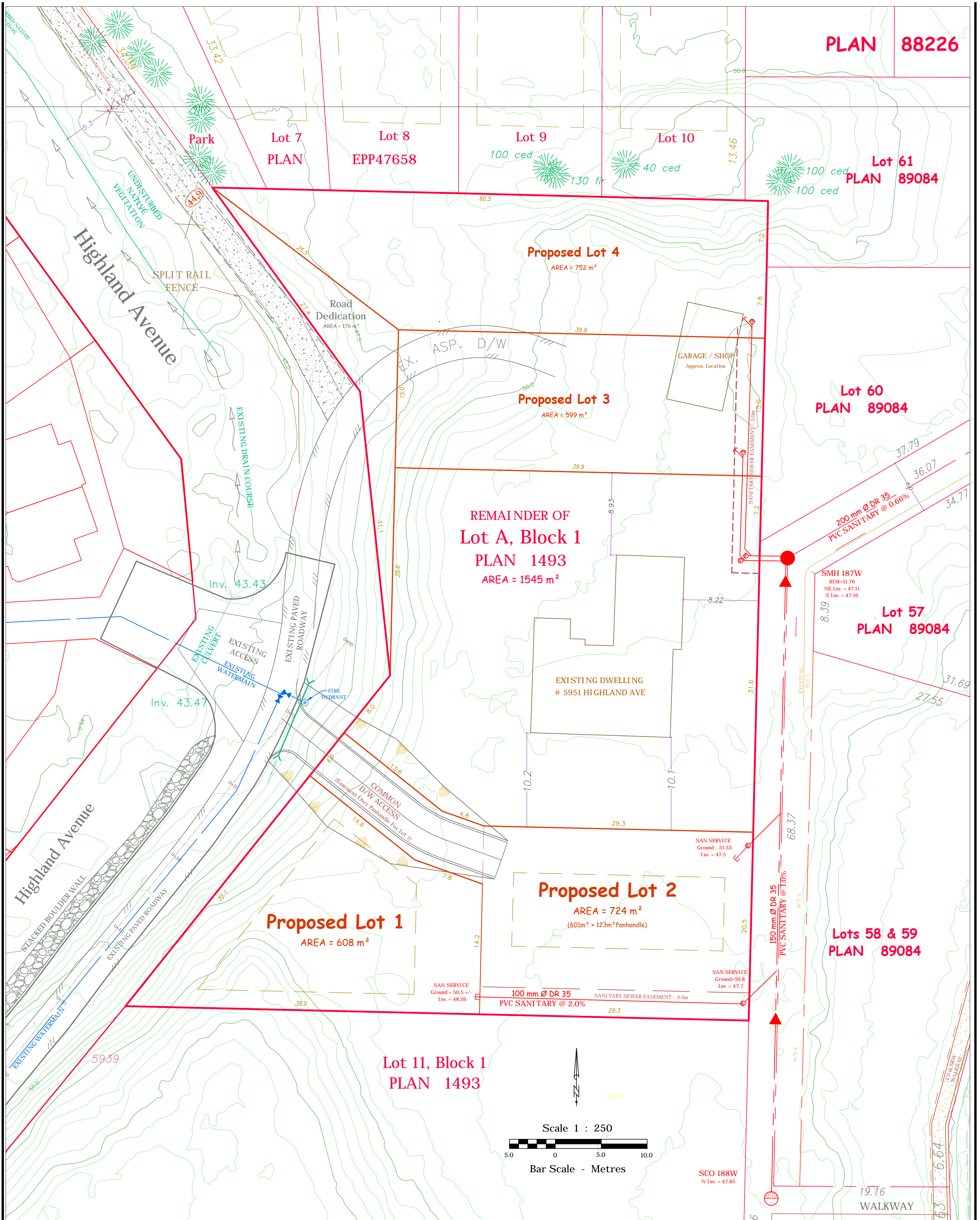
Digitally signed by Morgan McLeod
DN: CN=Morgan McLeod, OU=User
Accounts, OU=Municipal Hall, OU=North
Cowichan, DC=northcowichan, DC=local
Reason: I am the author of this document
Date: 2020.12.09 15:57:47-08'00'

Morgan McLeod, BA, CPT
Development Planner
DEVELOPMENT AND ENGINEERING SERVICES
/mm

Enclosure

cc Michele Gill, Manager, Development

¹ LOT A BLOCK 1 SECTION 19 RANGE 4 QUAMICHAN PLAN VIP1493 (DD E13103). - 000-392-651



PLAN OF PROPOSED SUBDIVISION OF
 Lot A, Block 1, Sections 19, Range 4,
 Quamichan District, Plan 1493
 5951 HIGHLAND AVENUE, DUNCAN, B.C.

Public Records Full Property Report

Property Identification & Legal Description

Address: 5951 HIGHLAND AVE DUNCAN BC V9L 1L7
Jurisdiction: District of North Cowichan
Roll No: 777000
PID No: 000-392-651
Neighbourhood: FAIRVIEW
Assessment Area: 4
MHR No:
Legal Unique ID: A00000QDXK
Legal Description: Lot A, Block 1, Plan VIP1493, Section 19, Range 4, Quamichan Land District, (DD E13103)

2020 Municipal Taxes

Gross Taxes: \$4,618

2020 Assessed Values

VALUATION:

	Land	Improve	Total
Value:	\$336,000	\$247,000	\$583,000

GENERAL:

	Land	Improve	Total
Gross Value:	\$336,000	\$247,000	\$583,000
Exempt Value:	\$0	\$0	\$0
Net Value:	\$336,000	\$247,000	\$583,000

SCHOOL:

	Land	Improve	Total
Gross Value:	\$336,000	\$247,000	\$583,000
Exempt Value:	\$0	\$0	\$0
Net Value:	\$336,000	\$247,000	\$583,000

BC TRANSIT:

	Land	Improve	Total
Gross Value:	\$0	\$0	\$0
Exempt Value:	\$0	\$0	\$0
Net Value:	\$0	\$0	\$0

Last Three Sales Per BCA

Conveyance Date	Price	Document No	Conveyance Type
2006-08-31	\$380,000	CA282116	Improved Single Property Transaction
1985-11-02	\$94,500	P90954	Improved Single Property Transaction
1984-03-28	\$100,000	N25248	Improved Single Property Transaction

Other Property Information

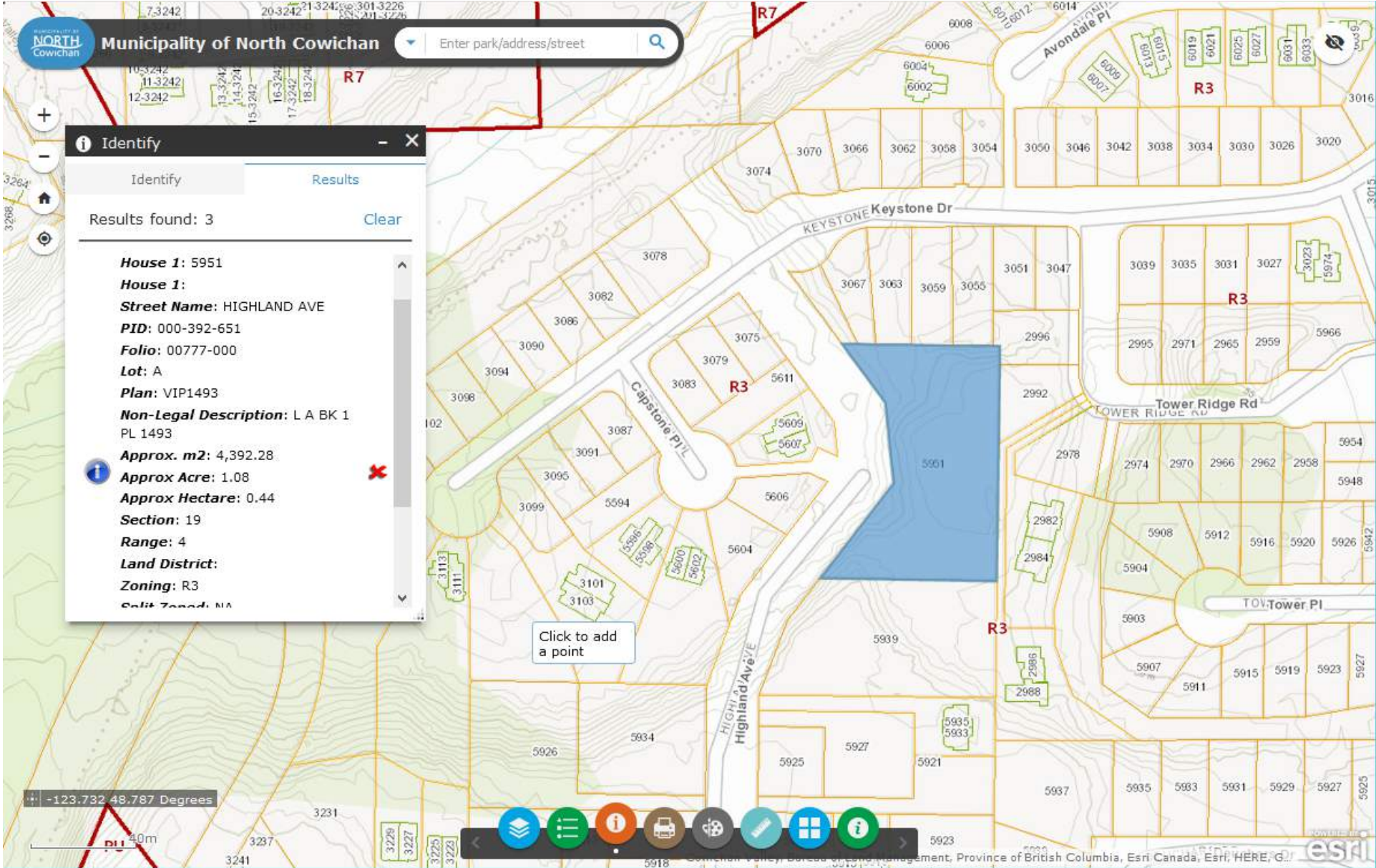
Lot SqFt: 47,480	Lot Width:
Lot Acres: 1.09	Lot Depth:
Tenure: Crown-Granted	Actual Use: Single Family Dwelling
School District: Cowichan Valley	Manual Class:
Vacant Flag: No	Man Class % Dev:
BC Transit Flag:	Reg District: Cowichan Valley
Police Tax Flag:	Reg Hosp Dist: Cowichan Valley
Farm No:	Mgd Forest No:
DB Last Modified: 2020-03-19	Rec Last Modified: 2020-03-19

Assessment & Tax History

Year	Assessed Value	Gross Taxes
2019	\$421,000	\$3,501
2018	\$383,000	\$3,440
2017	\$342,000	\$3,337
2016	\$318,000	\$3,303
2015	\$318,000	
2014	\$315,000	
2013	\$317,000	
2012	\$314,000	
2011	\$326,000	
2010	\$322,000	
2009	\$322,000	

2008	\$322,000
2007	\$321,000
2006	\$263,500
2005	\$238,300
2004	\$218,500
2003	\$197,300
2002	\$195,300
2001	\$197,300

Information given is from sources believed reliable but should not be relied upon without verification. Where shown, all measurements are approximate and subject to confirmation. Buyers must satisfy themselves as to the applicability of GST. All data is copyright either the Vancouver Island Real Estate Board or the Victoria Real Estate Board.



Identify

Identify

Results

Results found: 3

Clear

House 1: 5951

House 1:

Street Name: HIGHLAND AVE

PID: 000-392-651

Folio: 00777-000

Lot: A

Plan: VIP1493

Non-Legal Description: L A BK 1
PL 1493

Approx. m2: 4,392.28

Approx Acre: 1.08

Approx Hectare: 0.44

Section: 19

Range: 4

Land District:

Zoning: R3

Split Zones: NA

Click to add a point

-123.732 48.787 Degrees

40m

Residential One and Two-Family Zone (R3)

Permitted Uses

- 58 (1) The permitted uses for the R3 zone are as follows:
- Agriculture
 - Assisted Living
 - Bed and Breakfast
 - Community Care Facility
 - Home-based Business
 - Secondary Suite
 - Single-Family Dwelling
 - Supportive Housing
 - Two-Family Dwelling [BL3302]

Minimum Lot Size

- (2) A lot in the R3 zone must meet the minimum area requirements for the purposes of subdivision and use of the lot for permitted uses as follows:
- (a) Single-family dwelling, 450 m² (4,844 sq. ft.)
 - (b) Single-family dwelling with a secondary suite, 450 m² (4,844 sq. ft.)
 - (c) Two-family dwelling, 700 m² (7,535 sq. ft.) [BL3647, BL3674]
- (2.1) Despite section 58 (2) (b), a single-family dwelling with a secondary suite is permitted on 3133 Cook Street (Parcel Identifier: 027-873-200) with a lot area of 510 m² (5,490 sq. ft.). [BL3663]
- (2.2) Despite section 58 (2) (c), a two-family dwelling is permitted on Lot 15 of Plan 5756, on Sayward Road (PID: 001-503-120) with a lot area of 669 m² (7,201 sq. ft.). [BL3684]

Minimum Frontage

- (3) The minimum permitted frontage in the R3 zone is as follows:
- (a) Single-family dwelling, 15 m (49.21'),
 - (b) Single-family dwelling with a secondary suite, 15 m (49.21'),
 - (c) Two-family dwelling, 23.0 m (75.46'). [BL3083, BL3674]

Density

- (4) The maximum permitted density for the R3 zone is as follows:
- (a) The number of residential buildings shall not exceed one.
 - (b) The maximum permitted floor space ratio is 0.5:1.
 - (c) The number of residential units per building shall not exceed two. For strata buildings/lots, each strata unit constitutes one residential unit.
 - (d) Despite the foregoing, the placement of a temporary trailer may also be permitted subject to "Temporary Trailer Permit Bylaw 1976", No. 1685.
 - (e) Despite the foregoing, a maximum of 2 residential buildings, with a total combined maximum of 2 residential dwelling units, is permitted on 3340 Cowichan Lake Road (PID: 001-375-482). [BL3668]

Maximum Lot Coverage

- (5) The maximum permitted lot coverage for the R3 zone is as follows:
- (a) 30% of the lot area for lots of 650 m² (7,000 sq. ft.) or larger; and
 - (b) 35% of the lot area for lots less than 650 m² (7,000 sq. ft.).

Minimum Setbacks

- (6) The minimum permitted setbacks for the R3 zone are as follows:
- (a) Principal Buildings
 - Yard, Front, 5.0 m (16.40')
 - Yard, Side, 2.0 m (6.56')

- Yard, Side when adjacent to a lane or street, 3.0 (9.8')
- Yard, Rear, 7.5 m (24.6') [BL3323]
- (b) Accessory Buildings and Structures (Excluding Fences)
 - Yard, Front, 5.0 m (16.40')
 - Yard, Side, 1.0 m (3.28')
 - Yard, Rear, 1.5 m (4.92') [BL3323]

- (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 R3 zone are as follows:
 - (a) Principal Building, 9.0 m (29.53')
 - (b) Accessory Building, 5.0 m (16.40')

Conditions of Use

- (8) The conditions of use for the R3 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 three sleeping units.
 - (e) Bed and breakfast uses in a single-family dwelling must be an accessory use and shall not be the principal use.
 - (f) Agriculture use shall be subject to the "Animal Control Bylaw, 1995", No. 2856.
 - (g) [Repealed, BL3674]
 - (h) For a lot created prior to March 31, 2000, a single-family dwelling, two-family dwelling, or secondary suite is permitted on any lot. [BL3323, BL3418]
 - (i) 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]
 - (j) Assisted Living, Supportive Housing, and Community Care Facilities may be permitted provided that
 - (i) the number of residents does not exceed three, and
 - (ii) the use is within a single-family dwelling unit only, which for clarity does not include a two-family dwelling. [BL3083; BL3302; BL3323; BL3418]

Driveway Width

- (9) Individual driveway widths shall not exceed 6.0 m (19.68') of the lot frontage for each dwelling.

FB0433103

-1 SEP 2011 11 56

FB0433102

LAND TITLE ACT
FORM C
(Section 219.81) [now s. 233]
Province of British Columbia

6
10

20

GENERAL INSTRUMENT - Part 1 (This area for Land Title Office Use)

Page 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Cheryle Power, ROSBERG SAWATZKY LLP,
Barristers & Solicitors, #201 - 20353 - 64th
Avenue, Langley, B.C. V2Y 1N5 Tel: 604 530-
5579
LTO #12339


Signature of applicant, applicant's solicitor or agent
DYE & DURHAM

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

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

- | | | |
|---------------------------------|-------------------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> | 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.

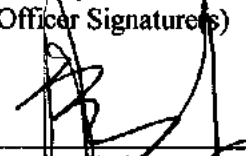
5. TRANSFEROR(S): *
SEE SCHEDULE

6. TRANSFEREE(S): [including postal address(es) and postal code(s)]
SEE SCHEDULE


tn 9/1/2011 11:57:00 AM 2 1
Charge 2 \$146.80

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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)

(as to all signatures)
Adele Burchart
Barrister and Solicitor
#201, 20353 - 64th Avenue
Langley, B.C.
V2Y 1N5

Execution Date		
Y	M	D
11	07	07

Transferor(s) Signature(s)
661314 B.C. LTD. by its authorized signatory:

BRUCE ROSBERG

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

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 DOCUMENT FORM

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

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
NPA	Lot 58 Section 19 Range 4 Quamichan District Plan VIP <u>89084</u>
NPA	Lot 59 Section 19 Range 4 Quamichan District Plan VIP <u>89084</u>

3. NATURE OF INTEREST:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Easement ^{no} over a portion of Lot 58 shown on Plan VIP <u>89085</u> ^{no}	Pages 4 to 8	Registered Owner of PID: NPA Lot 59 Sec 19 Range 4 Quamichan District Plan VIP <u>89084</u> PID: 000-392-651 Lot A (DD E13103) Blk 1 Sec 19 Range 4 Quamichan District Plan 1493
Easement ^{no} over a portion of Lot 59 shown on Plan VIP <u>89085</u> ^{no}	Pages 4 to 8	Registered Owner of PID: NPA Lot 58 Sec 19 Range 4 Quamichan District Plan VIP <u>89084</u> PID: 000-392-651 Lot A (DD E13103) Blk 1 Sec 19 Range 4 Quamichan District Plan 1493

5. TRANSFEROR(S):

661314 B.C. LTD. (Inc. No. 661314)

6. TRANSFEREE(S):

661314 B.C. LTD. (Inc. No. 661314) c/o LAMONT LAND INC., #200 - 5716 - 1st Street,
S.E., Calgary, Alberta T2H 1H8
BRIAN CHRISTOPHER MALLORY, Sales Representative and TAMMY DAWN
MALLORY, Daycare Operator both of 5951 Highland Avenue, Duncan, B.C. V9L 1L7 AS
JOINT TENANTS

TERMS OF INSTRUMENT - PART 2

WATER SERVICES EASEMENT

THIS AGREEMENT dated the _____ day of _____, 2011

BETWEEN: 661314 B.C. LTD. (Inc. No. 661314) c/o LAMONT LAND INC., #200 - 5716 - 1st Street, S.E., Calgary, Alberta T2H 1H8

(the "Grantor")

OF THE FIRST PART

AND: 661314 B.C. LTD. (Inc. No. 661314) c/o LAMONT LAND INC., #200 - 5716 - 1st Street, S.E., Calgary, Alberta T2H 1H8 and
BRIAN CHRISTOPHER MALLORY, Sales Representative and TAMMY DAWN MALLORY, Daycare Operator both of 5951 Highland Avenue, Duncan, B.C. V9L 1L7 AS JOINT TENANTS

(the "Grantee")

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of the estate in fee simple of all and singular that certain parcel of land and premises situate in the Municipality of North Cowichan, the Province of British Columbia and more particularly described as the Servient Tenement Lots(s)/Parcel(s) in Schedule "A" attached hereto (the "Servient Lands");
- B. The Grantee is the registered owner of the estate in fee simple of all and singular that certain parcel of land and premises situate in the Municipality of North Cowichan, the Province of British Columbia and more particularly described as the Dominant Tenement Lots(s)/Parcel(s) in Schedule "A" attached hereto (the "Dominant Lands");
- C. The Grantee requires an Easement over the Servient Lands to provide for the construction, installation, reconstruction, improvement, extension, alteration, repair, maintenance, inspection and servicing of a water works service/system and any apparatus, piping, materials or connections thereto for the benefit of the Dominant Lands; and
- D. The Grantor has agreed to grant an easement for the purposes herein contained over the Servient Lands shown outlined in bold on the reference plan prepared by Onderwater Land Surveying Ltd., B.C.L.S. (the "Easement Area") and dated June 13, 2011 deposited in the Victoria Land Title Office under Explanatory Plan Number VLP 89085, a reduced copy of which plan is attached hereto as Schedule "B", for the benefit of the Dominant Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, of the mutual grants and covenants herein contained and the sum of ONE DOLLAR (\$1.00) now paid by

the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto hereby agree as follows:

1. **THE GRANTOR DOES HEREBY GRANT TO THE GRANTEE** for the benefit of the Dominant Lands, for the use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licensees and the owner or owners of all or any part of the Dominant Lands the non-exclusive use at any time from time to time in common with the Grantor and servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use the Easement Area and the owner or owners for the time being of all or any part of the Servient Lands the full, free and uninterrupted right, licence, liberty and easement:
 - a) to construct, reconstruct, improve, extend, alter, repair, maintain, inspect, operate and service the water works service/system and other apparatus, piping, materials or connections (the "Works");
 - b) to enter upon the Servient Lands with such vehicles, equipment or other tools as the Grantee may in its opinion deem to be reasonably necessary, for the purpose of installing, inspecting, cleaning, repairing, maintaining, placing, removing, stopping up, operating or servicing the Works or any portion thereof; and
 - c) generally to do all acts reasonably necessary for the purposes set out in this Paragraph 1.

TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever subject only to the provisos, terms and conditions herein contained, provided always that the Grantee and its servants, agents, tenants, invitees and licensees shall only use the Easement Area for the purposes set out in Paragraph 1.

2. **THE GRANTOR HEREBY COVENANTS AND AGREES** with the Grantee that the Grantor will:
 - a) not construct, install, erect or maintain any building, structure, concrete foundations or footings, improvement or any other obstruction of a permanent nature under, on or above any portion of the Easement Area, except as provided in this Agreement, without the prior written consent of the Grantee, such consent not to be unreasonably withheld;
 - b) not store any material or vehicle or plant or maintain any trees, shrubs or plants of any nature or kind whatsoever or construct any rockeries or other natural obstructions under, on or above the Easement Area, except as provided in this Agreement, without the prior written consent of the Grantee, such consent not to be unreasonably withheld;
 - c) not obstruct or interfere or permit any person claiming under it to obstruct or interfere with the use of the Easement Area by the Grantor, its servants, agents, tenants, invitees and licensees and others having like rights over the Easement Area or any part thereof; and
 - d) repair, maintain and keep the Easement Area in a state of good repair for the use and benefit of the Grantee, provided that the Grantor is to pay the Grantee within sixty (60) days after receiving invoices from the Grantee in the following percentages:

Lot 58 owner: 50%

Lot 59 owner: 50%

of any maintenance and repair Expenses incurred by the Grantor in respect of the Easement Area which arise directly by reason of the existence of the easement hereinbefore granted or the use of the Easement Area by the Grantee and its servants, agents, tenants, invitees and licensees.

3. THE GRANTEE HEREBY COVENANTS AND AGREES with the Grantor that the Grantee will:
 - a) pay for its share of all expenses to maintain and repair the Easement Area as herein provided for;
 - b) take out and keep in full force at the Grantee's expense and effect policies of comprehensive general liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of property similar to the Easement Area, in respect of the use of the Easement Area by the Grantee and its servants, agents, tenants, invitees and licensees, in an amount of the greater of one million (\$1,000,000.00) dollars and an amount reasonably required by the Grantor, for claims for personal injury, death or property damage arising out of any one occurrence, and
 - c) indemnify and save harmless the Grantor from and against any and all actions, causes of action, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee, their servants, agents, invitees or licensees of the Easement Area established hereunder, save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Grantor or its servants or agents.
4. Notwithstanding the right and easement hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time to temporarily interrupt the use of the Easement Area by the Grantee and its servants, agents, tenants, invitees and licensees for the purposes of constructions, maintenance or any other reason, provided that any such interruption is of as short a duration as reasonably possible.
5. Any and all chattels and fixtures installed by the Grantee in and about the Easement Area shall be and remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Grantee.
6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licensees and all other persons with their express or implied permission and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to the Grantor and its successors and assigns, the owners and occupiers for the time being of the Servient Lands and every part into which the Servient Lands may be subdivided in which the Easement Area is situate, and each of their

respective servants, agents, tenants, invitees, licensees and all other persons with their express or implied permission.

7. The easement granted by this Agreement shall be construed as running with the Dominant Lands and, except as otherwise provided in this Agreement, the Servient Lands and shall attach to and run with each and every part into which the Dominant Lands or any part thereof may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.
8. The Grantor and the Grantee will at all times and from time to time and upon reasonable request to do, execute and deliver all further assurances, acts and documents for the purpose of giving full force and effect to the covenants, agreements and provisos herein contained.
9. Whenever the singular number or the masculine, or neuter gender is used in this Agreement they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it shall be construed as being the singular, and vice versa, where the context or the parties hereto so require.
10. Should any portion of this Agreement be declared invalid and unenforceable then such portion shall be deemed to be severable from this Agreement and the invalidity or unenforceability thereof shall not affect or render unenforceable or invalid any other provisions of this Agreement.
11. This Agreement may not be amended, modified or discharged except in writing signed by all the parties hereto.
12. 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 this Agreement has been duly executed by the parties hereto on the day, month and year first above written.

SCHEDULE "A"

LEGAL DESCRIPTION OF SERVIENT
TENEMENT LOT(S)/PARCEL(S)
(SERVIENT LANDS)

LEGAL DESCRIPTION OF DOMINANT
TENEMENT LOT(S)/PARCEL(S)
(DOMINANT LANDS)

Lot(s) or Parcel(s)
in favour of

Lot(s) or Parcel(s)

PID: NPA, Lot 58 Sec 19 Range 4
Quamichan District
Plan VIP 89084

PID: NPA, Lot 59 Sec 19 Range 4
Quamichan District
Plan VIP 89084

PID: 000-392-651
Lot A (DD E13103) Blk 1
Sec 19 Range 4 Quamichan
District Plan 1493

PID: NPA, Lot 59 Sec 19 Range 4
Quamichan District
Plan VIP 89084

PID: NPA, Lot 58 Sec 19 Range 4
Quamichan District
Plan VIP 89084

PID: 000-392-651
Lot A (DD E13103) Blk 1
Sec 19 Range 4 Quamichan
District Plan 1493

SCHEDULE "B"

EXPLANATORY PLAN OF PART OF LOTS 58 AND 59, SECTION 19, RANGE 4, PLAN VIP QUAMICHAN DISTRICT.

PLAN VIP

Deposited in the Land Title Office of Victoria B.C. on This Day of ,2011.

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT.

B.C.G.S. 92B.072

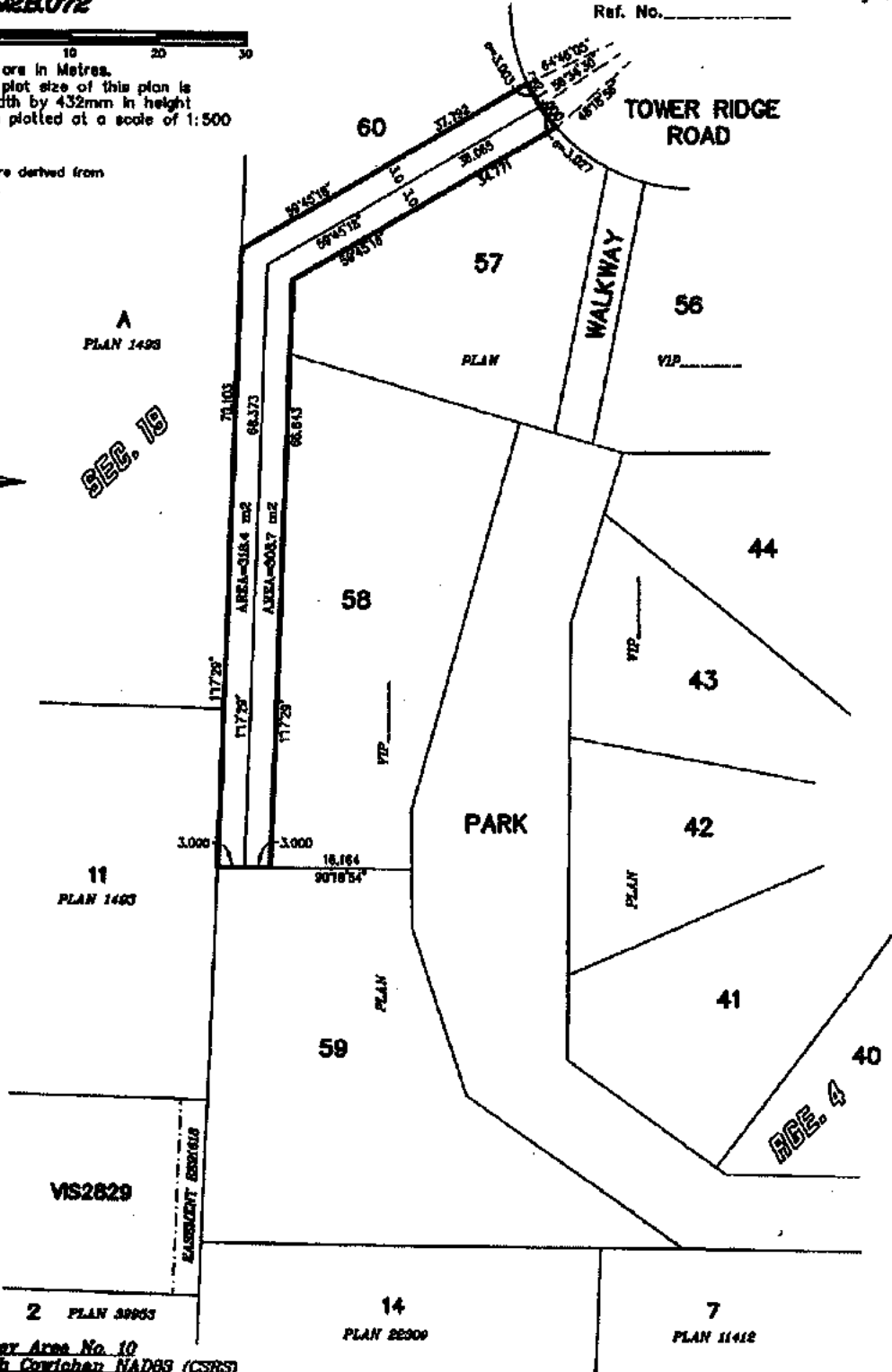
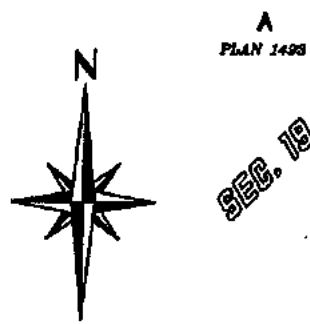
Ref. No. Registrar



All Distances are in Metres. The intended plot size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:500

LEGEND:

Grid Bearings are derived from Plan VP



Integrated Survey Area No. 10 District of North Cowichan NAD83 (CSRS)

This plan shows horizontal ground level distances, except where otherwise noted. To compute grid distances, multiply ground level distances by combined factor of 0.9998315.

Onderwater Land Surveying Ltd. B.C. Land Surveyors 204 - 5830 176 'A' Street Cloverdale, B.C. FILE: J00802RW2

The plan was completed and checked, and the checklist filed under #123067 on the 13th day of June 2011, and is hereby certified correct in accordance with land title office records.

Handwritten signature of M. Underwood

This Plan Lies Within The Cowichan Valley Regional District

B.C.L.S.

END OF DOCUMENT

DOGWOOD DRILLING LTD.

LOG OF FORMATIONS

ERNIE PLUNET
 TELEPHONE 245-3756
 R.R. 1, YELLOW POINT ROAD
 LADYSMITH, B.C.
 VOR 2E0

WELL LOG

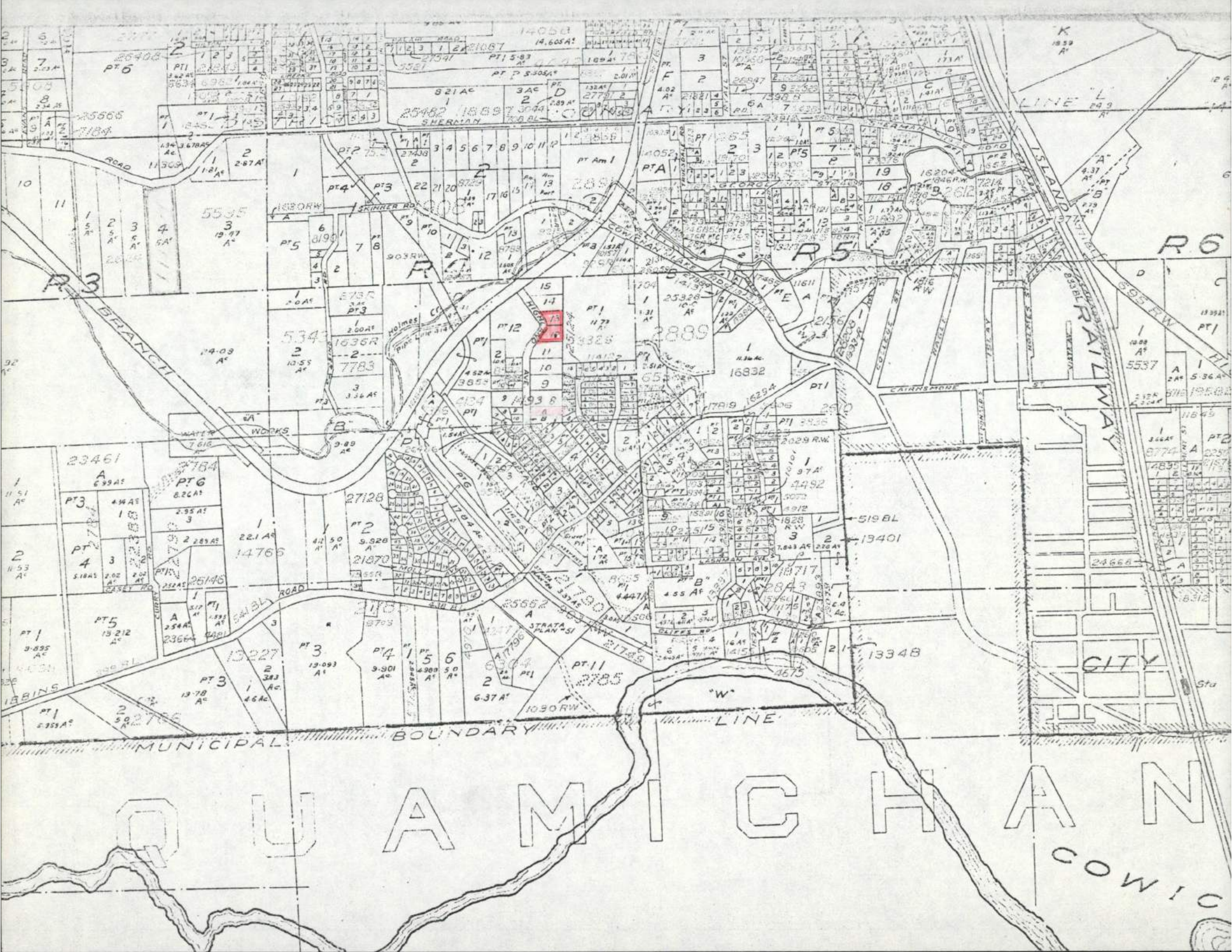
OWNER Henry Peters
 ADDRESS 6259 Fairview Way, Duncan, B.C.
 WELL LOCATION _____
 DATE STARTED July 5, 1976
 DATE COMPLETED July 7, 1976
 YIELD 6 GALLONS PER MINUTE
 PUMPING WATER LEVEL 130 FEET FROM SURFACE
 STATIC LEVEL 27 FEET
 CASING USED #230 wall, 6in. standard black.
 TYPE OF SCREENS USED nil
 BOTTOM OF CASING 25ft. 6in. (FEET) FROM SURFACE
 STICK-UP ABOVE GROUND 6 inches (FEET)

DRILLER: Ernie Plunet
Murray McNab
Peter Rice

INVOICE

26 FEET CASING @ \$6.50 per \$ 269.00
1 CASING SHOE @ \$ 35.00
200 FEET WELL HOLE @ \$3.00 per; 1600.00
nil SCREEN -----
2 HOURS DEVELOPING TIME @ 35. per 70.00
 TOTAL \$ 1,874.00

DEPTH	MATERIAL
0	Brown sand and gravel.
7	Brown hardpan.
20	Blue hardpan.
23	Soft black Shale.
193	6GPM.
193	Quartz lenses.
194	Soft black shale.
200	



Survey General
 SUBDIVISION OF
 PORTION OF SECTIONS 18^{and} 19, RANGE IV,
 QUAMICHAN DISTRICT
 VANCOUVER ISLAND, B.C.



92B.072.3.4.1

NTN 35200

R.4 Sec.19 # 135

WATER WELL RECORD

DEPT. OF ENVIRONMENT, WATER RESOURCES SERVICE, WATER INVESTIGATIONS BRANCH VICTORIA, BRITISH COLUMBIA

LEGAL DESCRIPTION: LOT A SEC. 19 TP. _____ R. 4 ^{BLK} D.L. 1 LAND DISTRICT QUAMICHAN PLAN 1493

DESCRIPTIVE LOCATION _____ LICENCE NO. _____ DATE _____

OWNER'S NAME HENRY PETERS ADDRESS 6259, FAIRVIEW WAY DUNCAN 746-4049
DRILLER'S NAME DOORWOOD DRILLING ADDRESS LAOYSMITH DATE COMPLETED JULY 76DEPTH 200' ELEVATION OF 078 ESTIMATED SURVEYED CASING DIAM. _____ LENGTH _____METHOD OF CONSTRUCTION _____ CASING DIAM. 6" LENGTH +6"-25'6"SCREEN LOCATION Ø SCREEN SIZE _____ LENGTH _____ TYPE _____SANITARY SEAL YES NO SCREEN SIZE _____ LENGTH _____ TYPE _____PERFORATED CASING LENGTH _____ PERFORATIONS FROM _____ TO _____GRAVEL PACK LENGTH _____ DIAM. _____ SIZE GRAVEL, ETC. _____DISTANCE TO WATER 27' ESTIMATED WATER LEVELFROM _____ MEASURED ELEVATION _____ ARTESIAN PRESSURE _____

DATE OF WATER LEVEL MEASUREMENT _____ WATER USE _____

Z						WELL NO.					
											E
											N
Z	X	Y	NO.								

NAT. TOPO. SHEET NO. Quamichan Dist. 16 Sheet 1

PRODUCTION TEST SUMMARY

DATE _____
 TEST BY _____
 BAIL TEST PUMP TEST DURATION OF TEST _____
 RATE YIELD: 6 GPM DRAWDOWN _____
 WATER LEVEL AT COMPLETION OF TEST 180'
 AVAILABLE DRAWDOWN _____ SPECIFIC CAPACITY _____
 PERMEABILITY _____ STORAGE COEFF. _____
 TRANSMISSIVITY _____
 RECOMMENDED PUMPING RATE _____
 RECOMMENDED PUMP SETTING _____

CHEMISTRY

TEST BY _____ DATE _____

TOTAL DISSOLVED SOLIDS _____ mg/l TEMPERATURE _____ °C pH _____ SILICA (SiO₂) _____ mg/lCONDUCTANCE µmhos/cm AT 25°C TOTAL IRON (Fe) _____ mg/l TOTAL HARDNESS (CaCO₃) _____ mg/lTOTAL ALKALINITY (CaCO₃) _____ mg/l PHEN. ALKALINITY (CaCO₃) _____ mg/l MANGANESE (Mn) _____ mg/l

COLOUR _____ ODOUR _____ TURBIDITY _____

ANIONS		CATIONS	
	mg/l		mg/l
CARBONATE (CO ₃)		CALCIUM (Ca)	
BICARBONATE (HCO ₃)		MAGNESIUM (Mg)	
SULPHATE (SO ₄)		SODIUM (Na)	
CHLORIDE (Cl)		POTASSIUM (K)	
NO ₂ + NO ₃ (NITROGEN)		IRON (DISSOLVED)	
• TKN. (NITROGEN)			
PHOSPHORUS (P)			
• TKN = TOTAL KJELDAHL NITROGEN			
NO ₂ = NITRITE NO ₃ = NITRATE			

CHEMISTRY FIELD TESTS

TEST BY _____ DATE _____ EQUIPMENT USED _____

CONTENTS OF FOLDER

- DRILL LOG PUMP TEST DATA CHEMICAL ANALYSIS
 SIEVE ANALYSIS GEOPHYSICAL LOGS REPORT

OTHER sketchSOURCES OF INFORMATION Driller

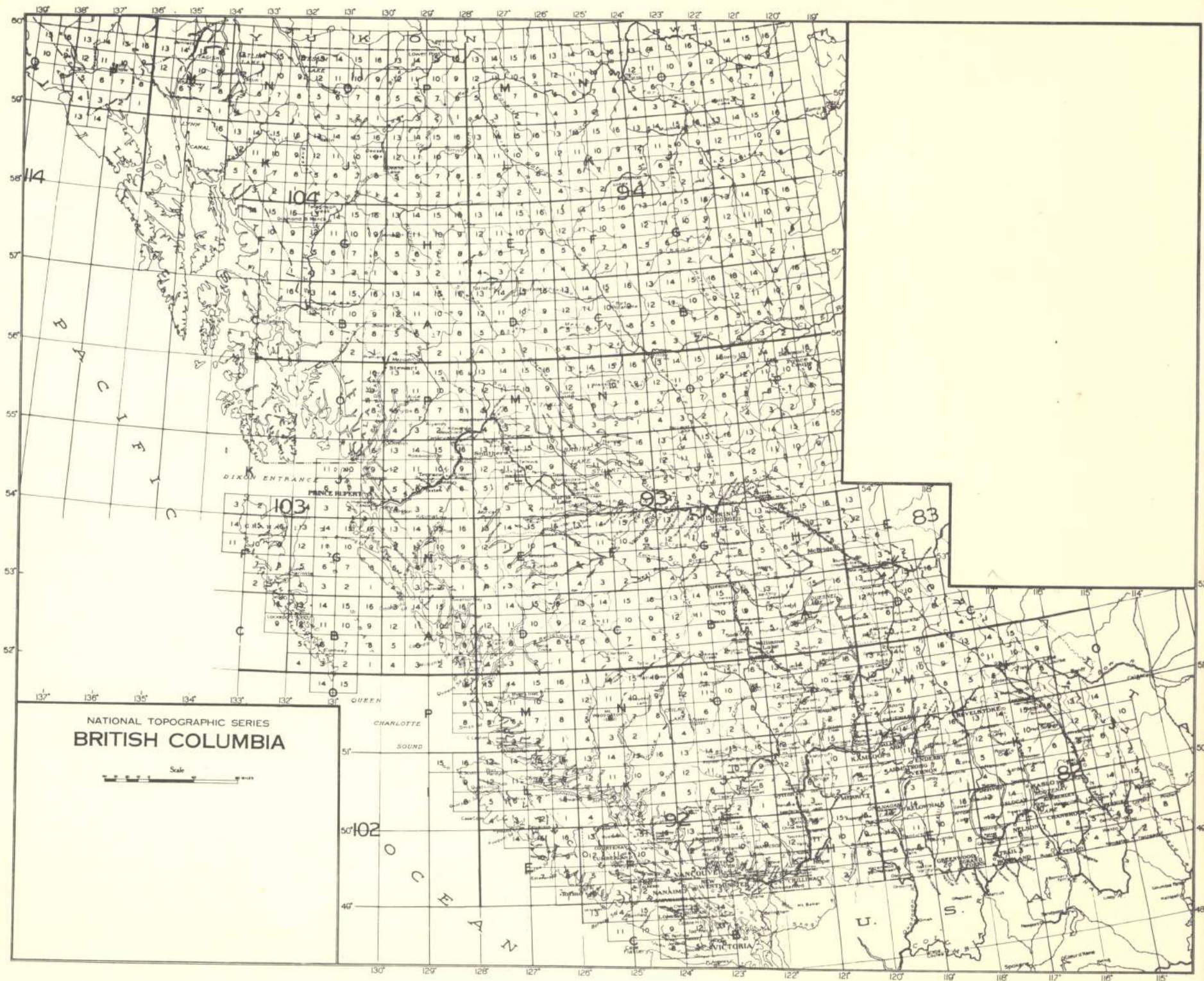
LITHOLOGY

FROM	TO	DESCRIPTION
0	7	br SAND + GRAVEL.
7	20	br. Hardpan
20	23	blue "
23	193	soft black shale
193	194	Quartz lenses
194	200	soft black shale

B

L.D.2 ACS.1.86 LRO NUMBER
E15103

WATER IS MUDDY/HAS
BEEN FOR A YEAR



NATIONAL TOPOGRAPHIC SERIES
BRITISH COLUMBIA

Scale

114

104

94

103

93

83

102

114
113
112
111
110
109
108
107
106
105
104
103
102
101
100
99
98
97
96
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54
53
52
51
50
49

U.S.

NORTH

~~SEE INSIDE~~
~~SEE INSIDE~~

WEST

EAST

SOUTH

CARD BY

RB

DATE

19.5.78

ADDITIONAL DATA ADDED BY

REMARKS

Lined area for remarks.





Dan Johnson

Realtor®

*PEMBERTON
HOLMES*

· ESTABLISHED 1887 ·

The information and documentation included in this package was gathered from assumed reliable sources, but should not be relied upon without further independent investigation and verification.

Dan Johnson, Realtor® - Pemberton Holmes Ltd

23 Queens Rd, Duncan BC V9L 2W1

250-709-4987

www.duncanbcrealestate.ca