

Gulfport & Realty



412 East Point Rd, Saturna Island

List Price

\$289,000

Acres

3.86

Title

Freehold

Property Type

Vacant Land

Perched atop 3.86 acres of land, with a modern bunkie that offers breathtaking views of the Georgia Strait and Coast Mountains. Designed and built by a local architect, this two level 10x10 retreat is ideal for weekend getaways. The main level features an open living space, while the

second level boasts a built-in queen bedroom, providing comfort and functionality in a compact space. All windows have been designed to frame the stunning views. With great building potential, the land is zoned for both a house and a cottage, offering flexibility for future development. Embrace a minimalist lifestyle & live off the grid.



Susanne Middleditch

C: 604-916-6887

E: info@saturnarealestate.com

www.saturnarealestate.com

www.gulfport-realty.com

Tax Report Short View

Property Information

Prop Address	412 EAST POINT RD	Jurisdiction	GULF ISLANDS RURAL 2
Municipality	GULF ISLANDS RURAL	Neighborhood	GULF ISLANDS
Area		SubArea	
PropertyID	003-076-776	BoardCode	
PostalCode	V0N 2Y0		

Property Tax Information

TaxRoll Number	07164025	Gross Taxes	\$1,212.56
Tax Year	2023	Tax Amount Updated	06/23/2023

More PIDS

003-076-776

More PIDS2

Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
VIP23302	6			16	15			

Legal FullDescription

LOT 6, PLAN VIP23302, SECTION 15, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND

Land & Building Information

Land Use		Actual Use	2 ACRES OR MORE (SEASONAL DWELLING)
BCA Description	2 STY RECR HOME - ALL AGES - BASIC	Zoning	
BCAData Update	01/05/2024		

Actual Totals

Land	Improvement	Actual Total
\$278,000.00	\$45,800.00	\$323,800.00

Sales Information

Sale Date	Sale Price	Document Num	SaleTransaction Type
7/11/2018	\$150,000.00	CA6923002	VACANT SINGLE PROPERTY TRANSACTION
7/31/2009	\$172,500.00	CA1210679	VACANT SINGLE PROPERTY TRANSACTION
2/15/1976	\$12,500.00	E27577	IMPROVED SINGLE PROPERTY TRANSACTION
10/15/1974	\$12,000.00	D23748	IMPROVED SINGLE PROPERTY TRANSACTION

412 East Point Road



Legend

Notes

Saturna Island BC

1: 2,500



0.1 0 0.06 0.1 Kilometres

NAD_1983_UTM_Zone_10N
© Capital Regional District

Important: This map is for general information purposes only. The Capital Regional District (CRD) makes no representations or warranties regarding the accuracy or completeness of this map or the suitability of the map for any purpose. This map is not for navigation. The CRD will not be liable for any damage, loss or injury resulting from the use of the map or information on the map and the map may be changed by the CRD at any time.

412 East Point Road



Legend

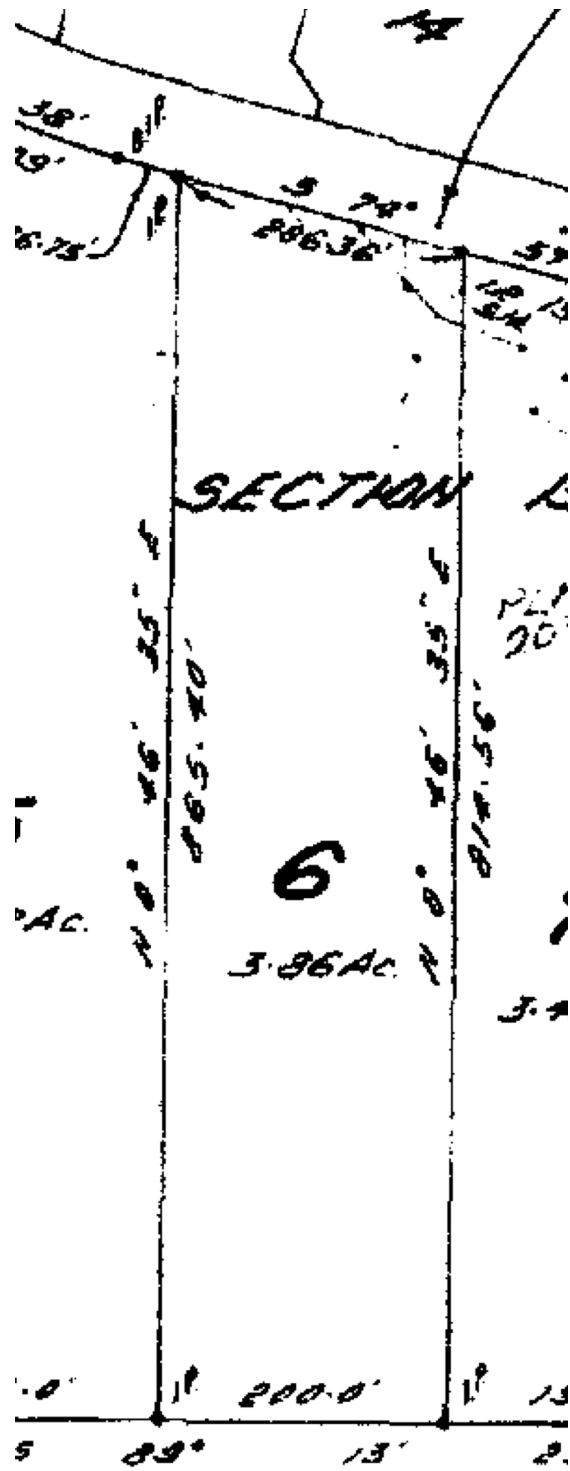
Notes

Saturna Island BC

1: 2,500



0.1 0 0.06 0.1 Kilometres



TITLE SEARCH PRINT

2024-06-30, 11:52:41

File Reference:

Requestor: Kyle Nadalin

Declared Value \$150000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

CA6923002

From Title Number

CA1210679

Application Received

2018-07-11

Application Entered

2018-07-13

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

██
██
██
██

Taxation Authority

Capital Assessment Area

Description of Land

Parcel Identifier:

003-076-776

Legal Description:

LOT 6, SECTION 15, SATURNA ISLAND, COWICHAN DISTRICT, PLAN 23302

Legal Notations

HERETO IS ANNEXED EASEMENT 408959G OVER PART OF LOT 8, PLAN 23302

Charges, Liens and Interests

Nature:

EASEMENT

Registration Number:

406949G

Registration Date and Time:

1970-10-27 15:00

Remarks:

INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 2, PLAN 23302

Nature:

EASEMENT

Registration Number:

406953G

Registration Date and Time:

1970-10-27 15:02

Remarks:

INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 3, PLAN 23302

TITLE SEARCH PRINT

2024-06-30, 11:52:41
Requestor: Kyle Nadalin

File Reference:

Declared Value \$150000

Nature: EASEMENT
Registration Number: 406954G
Registration Date and Time: 1970-10-27 15:02
Remarks: INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 4, PLAN 23302

Nature: EASEMENT
Registration Number: 407495G
Registration Date and Time: 1970-11-05 14:28
Remarks: INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 11, PLAN 23302

Nature: EASEMENT
Registration Number: 407681G
Registration Date and Time: 1970-11-09 14:29
Remarks: INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 5, PLAN 23302

Nature: EASEMENT
Registration Number: 408162G
Registration Date and Time: 1970-11-18 14:33
Remarks: INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOT 13, PLAN 23302

Nature: EASEMENT
Registration Number: 408518G
Registration Date and Time: 1970-11-24 14:45
Remarks: INTER ALIA
THAT PART OUTLINED IN RED ON PLAN 2039 RW
APPURTENANT TO LOTS 1, 8, 9, 10, 12, & 14,
PLAN 23302

Nature: LIFE ESTATE
Registration Number: CA9166584
Registration Date and Time: 2021-07-06 15:23
Registered Owner: WILLIAM DOUGLAS ROY

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1367060
Registration Date and Time: 2024-06-10 14:27
Registered Owner: SATURNA SHORES IMPROVEMENT DISTRICT
Remarks: PART IN PLAN EPP99740

TITLE SEARCH PRINT

2024-06-30, 11:52:41
Requestor: Kyle Nadalin

File Reference:

Declared Value \$150000

Nature:	COVENANT
Registration Number:	CB1367061
Registration Date and Time:	2024-06-10 14:27
Registered Owner:	SATURNA SHORES IMPROVEMENT DISTRICT

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

REGISTERED VI406949G

RCVD:1970-10-27 PRNT: 2009-06-29-10.02

PRINTED AND STATIONERY Co., Ltd., Victoria, B.C.

LAND REGISTRY ACT

①

FORM R.
(Section 57 (a).)

Affidavit for Witness

To Wit: APRIL M. GIBBS
217-A FORT STREET
VICTORIA, B.C.

I, APRIL M. GIBBS, of the City
of Victoria, in the Province of British Columbia, make oath and say:—

1. I was personally present and did see the within instrument duly signed and executed by Richard Gaines and Doreane Gaines and David Howard Connor the parties thereto, for the purpose named therein.
2. The said instrument was executed at Victoria, B.C.
3. I know the said parties, and that each is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Victoria

in the Province of British Columbia, this 26th
day of October, 1970.

George M. Litch

Smith

A Commissioner for taking Affidavits for British Columbia.

REGISTERED VI406949G RCVD:1970-10-27 PRNT: 2009-06-29-10.02.34.026

406949-G

THIS INSTRUMENT, made the 27th day of October, A.D. 1970

BETWEEN: DOUGLAS HAINES LTD. of 900 Blanshard Street, Victoria, B.C.

\$ T.S 2991-w
\$ T.S 2992-w

(hereinafter called the "said Grantor")

OF THE FIRST PART

AND: JOHN DOUGLAS GAINES and MELANIE LAVERNE GAINES, both of 1245 - 14th Street, WEST VANCOUVER, B.C. as Joint Tenants

J.T. [Signature] 62747/WV

(hereinafter called the "said Grantee")

OF THE SECOND PART

RICHARD GAINES and DOURENE GAINES, both of Saturna Island, B.C. as Joint Tenants

(hereinafter called the "said First Mortgagee")

OF THE THIRD PART

AND: DAVID HOWARD COOPER, of 3273 Parker Avenue, Victoria, B.C.

JCI-27-70 32041 LSA 3

505 PAID

(hereinafter called the "said Second Mortgagee")

OF THE FOURTH PART

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) now paid by the said Grantee to the said Grantor, the receipt whereof is hereby acknowledged, the said Grantor BOTH GRANT, CONVEY AND CONFIRM unto the said Grantee, their heirs, executors, administrators and assigns, and their agents, servants and workmen, and all other persons, a Free and unincumbered right of way in common with the Grantor for persons, animals and vehicles through, along and over that certain parcel or tract of land situate, lying and being in the Gulf Islands Assessment District, Province of British Columbia, and more particularly known and described as that part of Lots 5, 6 and 7, Section 15, Saturna Island, Cowichan District, Plan 23302 shown outlined in Red on Plan 2039 RW, which said Right of Way shall be appurtenant to Lot 2, Section 15, Saturna Island, Cowichan District, Plan 23302.

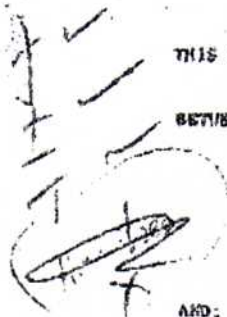
AND the First Mortgagee and the Second Mortgagee hereby consent to the granting of the said Right of Way.

Date Oct 27th 1970 Nature of Interest Easement

Declared Value 50 Disposition of C. T. _____

Please Merge _____ Applicant [Signature]

Telephone 394-8051, Frank L. Kitto, Notary Public, R17-A Fort St., Victoria, B.C.



10 OCT 27 2:15:00

[Handwritten signature]

Vertical stamp: RECEIVED AT THE REGISTRY OF DEEDS... 1970 OCT 27 10:17

[Handwritten initials]

[Handwritten initials]

406949

= 2 =

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

The Corporate Seal of DOUGLAS HANKES LTD. was hereunto affixed in the presence of

[Signature]
Director

WITNESSED, SEALED AND DELIVERED
in the presence of:

Name: *[Signature]* *
ANNIE M. GUIDI *
Address: 817-A FORT STREET *
VICTORIA, B.C. *
Occupation: Secretary *

[Signature]
Richard Gaines

[Signature]
Dorinda Gaines

As to both signatures *
Name: *[Signature]* *
ANNIE M. GUIDI *
Address: 817-A FORT STREET *
VICTORIA, B.C. *
Occupation: Secretary *

[Signature]
David Howard Cooper

Land Registry Act

406949G

FORM Q. (Section 59)

For the Secretary (or other Officer) of a Corporation

I HEREBY CERTIFY that, on the 26th day of October, 1970

at Victoria, in the Province of British Columbia

of ~~PORTER & HANKE~~ *Wanda Hanke* whose identity was ~~not~~ proved by the evidence now on hand

who is personally known to me, appeared before me and acknowledged to me that he is the Director of *Drumlan Hanke Ltd* and that he is the person who subscribed his name to the annexed instrument as Director of the said Company

and affixed the seal of the said Company to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at Victoria, B.C. this 26th day of

October, in the year of our Lord one thousand nine hundred and *Seventy*

ALAN STEVENSON, DEPUTY COMMISSIONER OF LANDS & FORESTS
A Commissioner for Taking Affidavits for British Columbia.

NOTE:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.



1. Application

**Andrew Tomilson
Cox Taylor, Barristers & Solicitors
26 Bastion Square, 3rd Floor Burnes House
Victoria BC V8W 1H9
250-388-4457**

File #S-2275-1

2. Description of Land

PID/Plan Number	Legal Description
003-076-776	LOT 6, SECTION 15, SATURNA ISLAND, COWICHAN DISTRICT, PLAN 23302

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		over a portion of land shown on Plan EPP99740 Section 218 Part 2 - Terms, sections 2 and 3
COVENANT		Section 219 Part 2 - Terms, section 3

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PETER WILLIAM WOOF
WILLIAM DOUGLAS ROY

6. Transferee(s)

SATURNA SHORES IMPROVEMENT DISTRICT
PO BOX 199
SATURNA ISLAND BC V0N 2Y0

7. Additional or Modified Terms




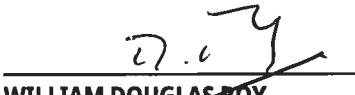
8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
_____	YYYY-MM-DD	_____ PETER WILLIAM WOOF

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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
 _____ Todd G. Wiebe Notary Public 101 - 9830 Second St. Sidney, BC V8L 3C6	YYYY-MM-DD <i>2024-05-16</i>	_____  WILLIAM DOUGLAS ROY

Officer Certification *My Commission is Permanent*

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.

Electronic Signature

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.

**LAND TITLE ACT
PART 2 – TERMS**

Page S-1

BACKGROUND FACTS:

- A. The Grantor is the registered and beneficial owner of the Lands;
- B. The Improvement District is a local improvement district under the *Water Sustainability Act*, S.B.C. 2014, c. 15, and has as its object the provision of waterworks, and all matters incidental thereto, to a certain tract of land and foreshore and land covered by water on Saturna Island, British Columbia;
- C. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a local improvement district, an easement without a dominant tenement, to be known as a “statutory right of way”, for any purpose necessary for operation and maintenance of the improvement district’s undertaking;
- D. The statutory right of way in this Agreement is necessary for the operation and maintenance of the Improvement District’s undertaking; and
- E. Section 219 of the *Land Title Act* provides that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a local improvement district;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained and the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Wherever used in this Agreement, including the recitals, unless there is something in the subject-matter or context inconsistent therewith, the following terms shall have the meanings ascribed to them:
 - (a) **“Agreement”** means the General Instrument, including: Part 1 – the Terms of Instrument; Part 2 – Terms; and any schedules attached hereto;
 - (b) **“Authorized Persons”** means the Improvement District and its directors, officers, employees, agents, operators, managers, contractors, subcontractors, invitees and licensees;
 - (c) **“Grantor”** means the Transferor(s) as set out in Item 5 of Part 1 of the attached General Instrument, other than any part(ies) identified therein as granting priority in relation to an existing charge, and where the Grantor consists of more than one person, the term “Grantor” shall mean all such persons jointly severally;
 - (d) **“Improvement District”** means the Transferee(s) named in Item 6 on Page 1 (Form C) of the Attached General Instrument – Part 1, and includes the Improvement District’s successors and assigns;

**LAND TITLE ACT
PART 2 – TERMS**

Page S-2

- (e) **"Lands"** means those certain lands and premises located on Saturna Island, in the Province of British Columbia more particularly described in Item 2 of the General Instrument - Part 1 attached hereto;
- (f) **"Land Title Act"** means *the Land Title Act*, R.S.B.C. 1996, c. 250, as amended,
- (g) **"Statutory Right of Way Area"** means that portion of the Lands shown outlined in bold and labelled "STATUTORY RIGHT OF WAY" on Plan EPP99740 a reduced copy of which is attached as Schedule "A" for ease of reference;
- (h) **"Works"** means providing, locating, constructing, inspecting, extending, altering, enlarging, operating, replacing, reconstructing, repairing, using, testing, maintaining, cleaning, protecting and servicing all or any part of a waterworks system in the Statutory Right of Way Area, as the Improvement District may deem necessary in the furtherance of its undertakings from time-to-time.
2. Pursuant to Section 218 of the *Land Title Act*, the Grantor, for itself and its heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Improvement District by itself or by or through any one or more of the other Authorized Persons, a statutory right of way and the unrestricted right to enter in, over, and upon the Statutory Right of Way Area:
- (a) to construct, inspect, extend, alter, enlarge, operate, replace, reconstruct, repair, use, test, maintain, clean, protect, and service all or any part of the Works and to carry out fire prevention and suppression activities;
- (b) to clear the Statutory Right of Way Area and keep it cleared of:
- (i) any trees, plants or other vegetation or plant trees, plans or other vegetation within the Statutory Right of Way Area as the Improvement District may determine are necessary or desirable; and
- (ii) all or any part of any building, structure, obstruction, fence, wall, improvement or other thing which, in the reasonable opinion of the Improvement District might interfere with the exercise of its rights or create or increase any danger or hazard to the Works;
- TO HAVE AND TO HOLD unto the Improvement District and its successors and assigns forever.
3. THE GRANTOR HEREBY COVENANTS AND AGREES with the Improvement District, pursuant to Sections 218 and 219 of the *Land Title Act*, that:
- (a) the Grantor will not erect, place or maintain any building, structure, obstruction, fence, wall, improvement or other thing on any portion of the Statutory Right of Way Area, without the advance written consent of the Improvement District;

**LAND TITLE ACT
PART 2 – TERMS**

Page S-3

- (b) the Grantor will not plant or install any trees, plants or other vegetation in any portion of the Statutory Right of Way Area without the written consent of the Improvement District;
 - (c) the Grantor will not do or knowingly permit to be done:
 - (i) the storage or burying of debris or rubbish of any kind in the Statutory Right of Way Area;
 - (ii) the release of concrete, leachate or any other deleterious substances into the Statutory Right of Way Area. The Covenantor shall further ensure that all construction and excavation wastes, overburden, soil, or other substances deleterious to the Improvement Districts water supply shall be disposed of or placed in such a manner as to prevent their entry into the Improvement District's well heads or water distribution system in the Statutory Right of Way Area;
 - (iii) any act or thing that will interfere with the Works or the operating efficiency thereof or create or increase any danger to the Works, without the advance written consent of the Improvement district;
 - (iv) any act or thing that will interfere with the right of the Improvement District and its agents, servants, employees, licensees, and contractors to enter upon the Statutory Right of Way Area for the aforesaid purposes, without the advance consent in writing of the Improvement District;
 - (d) the Improvement District may withhold any consent referred to above if they believe the proposed thing or activity might interfere with the exercise of its rights or create or increase any danger or hazard to the Works, or may grant such consent subject to any conditions that the Improvement District deems appropriate; and
 - (e) the Grantor hereby releases the Improvement District and its elected officials, officers, employees, servants and agents from all loss, damages, expenses, claims, actions, causes of action, judgments, suits, and demands whatsoever and by whomsoever suffered or brought, relating to or arising from any damage to any structures, machinery or equipment erected, placed or maintained on, beneath or above the surface of the Statutory Right of Way Area unless such damage was directly and physically caused by the Improvement District or its agents, servants, employees, licensees or contractors.
4. THE IMPROVEMENT DISTRICT HEREBY COVENANTS AND AGREES with the Grantor that:
- (a) the Improvement District will not secure the Statutory Right of Way Area, or any part of it, behind a fence, without providing the Grantor with a key or other reasonable means of accessing the Statutory Right of Way Area;

**LAND TITLE ACT
PART 2 – TERMS**

Page S-4

- (b) the Improvement District will not bury debris or rubbish of any kind in the Statutory Right of Way Area;
 - (c) the Improvement District will, as soon as weather and soil conditions permit, upon completion by it of any Works within the Statutory Right of Way Area, remove all rubbish and construction debris and leave the Statutory Right of Way Area in a state of repair equal to that which existed prior to the performance of the Works as the case may be, consistent with good engineering practice;
 - (d) the Improvement District will, insofar as it is practicable so to do, perform any underground works within the Statutory Right of Way Area so as not to interfere unduly with the drainage of the Lands; and
 - (e) if the Improvement District or its Authorized Persons damages any structures, buildings, or improvements on the Land outside the Statutory Right of Way Area and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or anyone for whom the Grantor is responsible, the Improvement District shall:
 - (i) within a reasonable time, repair in a good and workmanlike manner any damaged structure, building, or improvement, as closely as practicable to its condition immediately prior to such damage; or
 - (ii) compensate the Grantor for the value of such damaged structure, building or improvement.
5. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
- (a) the Improvement District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement;
 - (b) the Improvement District will indemnify and hold harmless the Grantor from all actions, proceedings, suits, demands, costs, and expenses arising out of the exercise by the Improvement District of its rights under this instrument except to the extent that any such actions, proceedings, suits, demands, costs and expenses are caused by or contributed to by the Grantor or any servant, employee, agent or invitee of the Grantor and further provided that the indemnity will not apply if the Grantor is entitled to be compensated pursuant to the *Water Sustainability Act*, and the Improvement District will at all times maintain reasonable and appropriate liability insurance for the Works;
 - (c) the Grantor will indemnify and hold harmless the Improvement District from all actions, proceedings, suits, demands, costs, and expenses arising out of the exercise by the Grantor of its rights under this instrument except to the extent that any such actions, proceedings, suits, demands, costs and expenses are caused by or contributed to by the Improvement District or any servant, employee, agent

**LAND TITLE ACT
PART 2 – TERMS**

Page S-5

- or invitee of the Improvement District, and the Grantor will at all times maintain reasonable and appropriate liability insurance for the Lands;
- (d) the Improvement District may freely assign its rights and benefits under this instrument in whole or in part to another improvement district or to a local government without the consent of the Grantor;
 - (e) nothing contained or implied herein shall:
 - (i) constitute or be construed as any permit or approval required by any bylaw or any public or private statute, order, or regulation;
 - (ii) prejudice or affect the rights and powers of the Improvement District in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
 - (iii) exempt the Grantor from any duty to comply with any enactment of the federal, provincial, municipal or regional government or to obtain any approval or consent required by any of them or their respective agencies;
 - (iv) cancel or modify the terms of any other covenant, right of way, or agreement entered into between the parties or registered against the Lands or any portion thereof;
 - (f) this Agreement takes effect when this General Instrument has been registered in the Land Title Office;
 - (g) the covenants set forth herein shall charge the Lands pursuant to Section 218 and 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that:
 - (i) the benefit of all covenants made by the Grantor herein shall accrue to the Improvement District;
 - (ii) the Grantor shall not, in respect of any portion of the Lands transferred to a third party, be liable for any breach of any covenant imposed upon the Grantor herein occurring after the Grantor transferred that portion of the Lands; and
 - (iii) all covenants and obligations imposed upon the Grantor herein, including but not limited to any release provided herein, shall be binding on all future owners of the Lands for so long as they are owners of the Lands;

**LAND TITLE ACT
PART 2 – TERMS**

Page S-6

- (h) the Improvement District may, but shall in no way be obligated to:
- (i) enforce any or all of the provisions of this Agreement or exercise any or all of the rights granted herein;
 - (ii) abandon all or any part of the Works, with or without the removal thereof, provided the Improvement District:
 - (A) gives written notice of such abandonment to the owner of that portion of the Lands containing that part of the Works to be abandoned; and
 - (B) repairs any damage to the Lands caused during the removal of any of the Works the Improvement District elects to remove and returns the Lands, to the extent practicable, to the condition they were in before any such removal,and upon completion of same, the obligations of the Improvement District under this Agreement shall cease in relation to the Works so abandoned;
- (i) where a copy of any Schedule is registered in the Land Title Office, the registered copy shall take precedence;
- (j) the Improvement District may waive any requirements contained herein or discharge this Agreement from all or any portion of the Lands without giving notice to or obtaining the consent of the owner of that portion of the Lands in relation to which this Agreement is being waived or from which this Agreement is being discharged or the owner of any other portion of the Lands and without affecting the rights and obligations of the owner of any portion of the Lands in relation to which this Agreement is not being waived or from which this Agreement is not being discharged;
- (k) no failure by the Improvement District in exercising its rights hereunder or enforcing the Grantor's obligations hereunder and no waiver of any of the requirements herein shall in any way limit the Improvement District in, or prevent the Improvement District from, later exercising its rights herein, or enforcing the Grantor's obligations in respect of any breaches of this Agreement which have occurred or which may occur, nor shall the Improvement District be deemed to have waived or become estopped from thereafter exercising any of its rights or enforcing any of the Grantor's obligations under this Agreement;
- (l) the Grantor shall, after execution of this Agreement by it, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those specifically approved in writing by the Improvement District or in favour of the Improvement District;

**LAND TITLE ACT
PART 2 – TERMS**

Page S-7

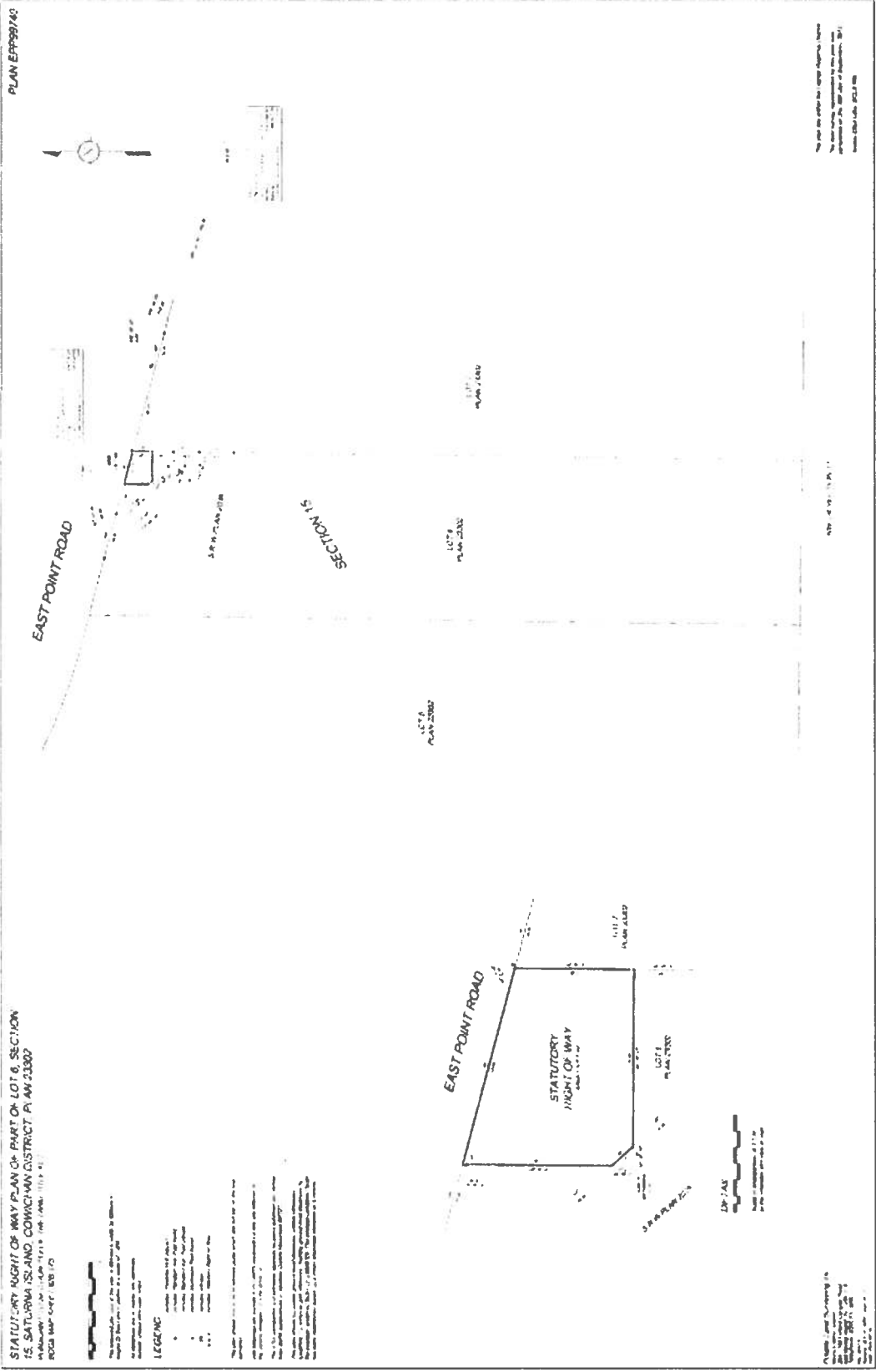
- (m) the division of this Agreement into sections, subsections, clauses and otherwise and the insertion of headings are for the convenience of reference only and shall not affect the interpretation of this instrument. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, clauses, schedules and other divisions are to sections, subsections, clauses, schedules or other divisions of this instrument.
- (n) in this Agreement, words importing the singular number include the plural and vice versa, and words referring to a person’s gender will be read to refer to the relevant gender as the context requires; and
- (o) in the event that any covenant or provision contained in this Agreement is determined to be unenforceable or void for any reason, then such covenant or provision shall be severable from this Agreement and the remaining covenants and provisions shall continue in full force and effect;
- (p) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access of the Improvement District to the Works;
- (q) the Works installed within the Statutory Right of Way Area shall be and remain chattels, any rule of law or equity to the contrary notwithstanding, and shall belong solely and exclusively to the Improvement District, unless, until and to the extent that such Works are abandoned in place pursuant to Section 5(h)(ii);
- (r) except as included in any bylaw adopted by the Improvement District, all expenses hereafter incurred by the Improvement District in the installation of the Works, any maintenance, replacement, and repairs thereto and the performing of any and all covenants herein made by the Improvement District shall be borne and paid for by the Improvement District;
- (s) no part of the fee of the Lands or any minerals or mineral rights shall pass to or be vested in the Improvement District under or by this Agreement;
- (t) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- (u) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement in the General Instrument: Part I, which is attached to and forms part of this Agreement.

**LAND TITLE ACT
PART 2 - TERMS**

This is a Schedule "A"

Page S-8



This Agreement is dated for reference _____

AMONG:

SATURNA SHORES IMPROVEMENT DISTRICT
(the "Improvement District")

AND:

PETER WILLIAM WOOF
412 East Point Road
Saturna BC
(the "Owner")

AND:

WILLIAM DOUGLAS ROY
412 East Point Road
Saturna BC V0N 2Y0
(the "Life Tenant")

BACKGROUND FACTS

A. The Improvement District is an "improvement district" within the meaning of the *Water Sustainability Act*, S.B.C. 2014, c. 15 ("**WAS**"), and has as its object the provision of waterworks, and all matters incidental thereto, to a certain tract of land and foreshore and land covered by water on Saturna Island, British Columbia;

B. The Owner is the sole registered owner of the lands and premises on Saturna Island, British Columbia, known and described as:

Civic Address: 412 EAST POINT RD
SATURNA BC V0N 2Y0

PID: 003-076-776

Legal Description: LOT 6, SECTION 15, SATURNA ISLAND, COWICHAN
DISTRICT, PLAN 23302

(the "**Lands**")

C. The Life Tenant holds a life estate interest in the Lands pursuant to the terms and conditions of an instrument dated May 18, 2021, and registered in the Victoria Land Title Office under Registration Number CA9166584 on July 6, 2021;

D. Certain works necessary for the Improvement District's undertaking have been installed on the Lands within the area identified as the "Statutory Right of Way" with an area of 107.6 square metres indicated on Plan EPP99740 (the "**Works**");

- E. By the terms and conditions of this Agreement, the Owner and the Life Tenant have agreed to grant to the Improvement District a statutory right of way and covenants over that part of the Lands necessary to maintain the Works;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Owner and the Life Tenant will grant to the Improvement District a statutory right of way to maintain the Works on the Lands in the form attached hereto as Schedule "Form C" (the "SRW").
2. Upon receipt by the Improvement District of the duly-executed SRW in registrable form signed by both the Owner and the Life Tenant, the Improvement District will pay:
 - a) to the Owner, the sum of \$2,000.00; and
 - b) to the Life Tenant, the sum of \$3,000.00.
3. The Parties hereby release and discharge each other and their respective heirs, executors, administrators, directors, employees, agents, successors, and assigns from any and all claims, actions, causes of action, suits, debts, contracts, demands, damages, interest and costs which the Parties ever had by reason of any cause, matter or thing existing and known or reasonably knowable to any of the Parties as at the date of this Agreement arising out of the subject matter of the Action.
4. The obligations of the Improvement District under this Agreement are subject to the review and approval of this Agreement by the board of the Improvement District and the board making and perfecting a bylaw for this Agreement. Subject to the enactment of such a bylaw, the Improvement District represents and warrants that it has the lawful authority to sign this Agreement and to perform its terms.
5. The Owner and the Life Tenant each represents and warrants that:
 - a) they have read this Agreement and obtained legal advice concerning its meaning and effect,
 - b) they have lawful authority to sign this Agreement and to perform its terms;
 - c) they have executed this Agreement of their own free will.
6. If any part of this Agreement is declared or held to be invalid for any reason, such invalidity shall not affect the validity of the remainder of this Agreement, which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion.

7. In this Agreement, words importing the singular number include the plural and vice versa, and words referring to a person's gender will be read to refer to the relevant gender as the context requires.
8. At the request of either party to this Agreement, the other party will do, sign, and execute all deeds, documents, transfers, assignments, agreements for sale, assurances, acts, matters and things required to be done, signed and executed by such party for the purpose of more effectually carrying out the provisions of this Agreement.
9. This Agreement will enure to the benefit of and will be binding upon the parties to this Agreement and their respective heirs, personal representatives, successors and assigns.
10. Time will be of the essence of this Agreement.
11. The Improvement District will bear all costs associated with the survey, creation, registration, and maintenance of the statutory right of way for the Works, and subject to the foregoing, each party will bear its own costs for the negotiation and execution of this Agreement and the performance of the terms and obligations thereof.
12. This Agreement contains the whole agreement between the Parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations and discussions between the Parties, and there are no representations, warranties, covenants, conditions, or other terms other than expressly set out in this Agreement.
13. All references to money in this Agreement are references to Canadian currency, unless otherwise specified.
14. This Agreement is governed by and shall be construed in accordance with the laws of British Columbia. All disputes arising out of or in connection with this Agreement shall be submitted to and subject to the exclusive jurisdiction of the courts of British Columbia.
15. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid, and effective to bind the party so signing, as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic

signatures appearing on this Agreement shall be treated, for the purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the above date of reference.

By the Improvement District:

SATURNA SHORES IMPROVEMENT DISTRICT

PER: _____
Authorized Signatory
Print Name:

PER: _____
Authorized Signatory
Print Name:

By the Owner:

PETER WILLIAM WOOF

By the Life Tenant:



WILLIAM DOUGLAS ROY