

Lot 2 Gaines Rd, Saturna Island

List Price
\$375,000

Acres
13.24

Property Type
Vacant Land

Discover 13 acres of natural beauty with this triangular shaped property. Follow the old steep logging road through a lush forest to find a potential west facing building site at the top of the lot. Envision your future home perched here capturing the magic of summer sunsets and

distant ocean views toward Mayne Island. With a well on the property and the by-law permitting one main house and a cottage on parcels over 3 acres, the possibilities are endless. Close to Winter Cove Park and Russell Reef, an ideal spot for swimming and snorkeling. Please note GST to be paid by the buyer upon closing.



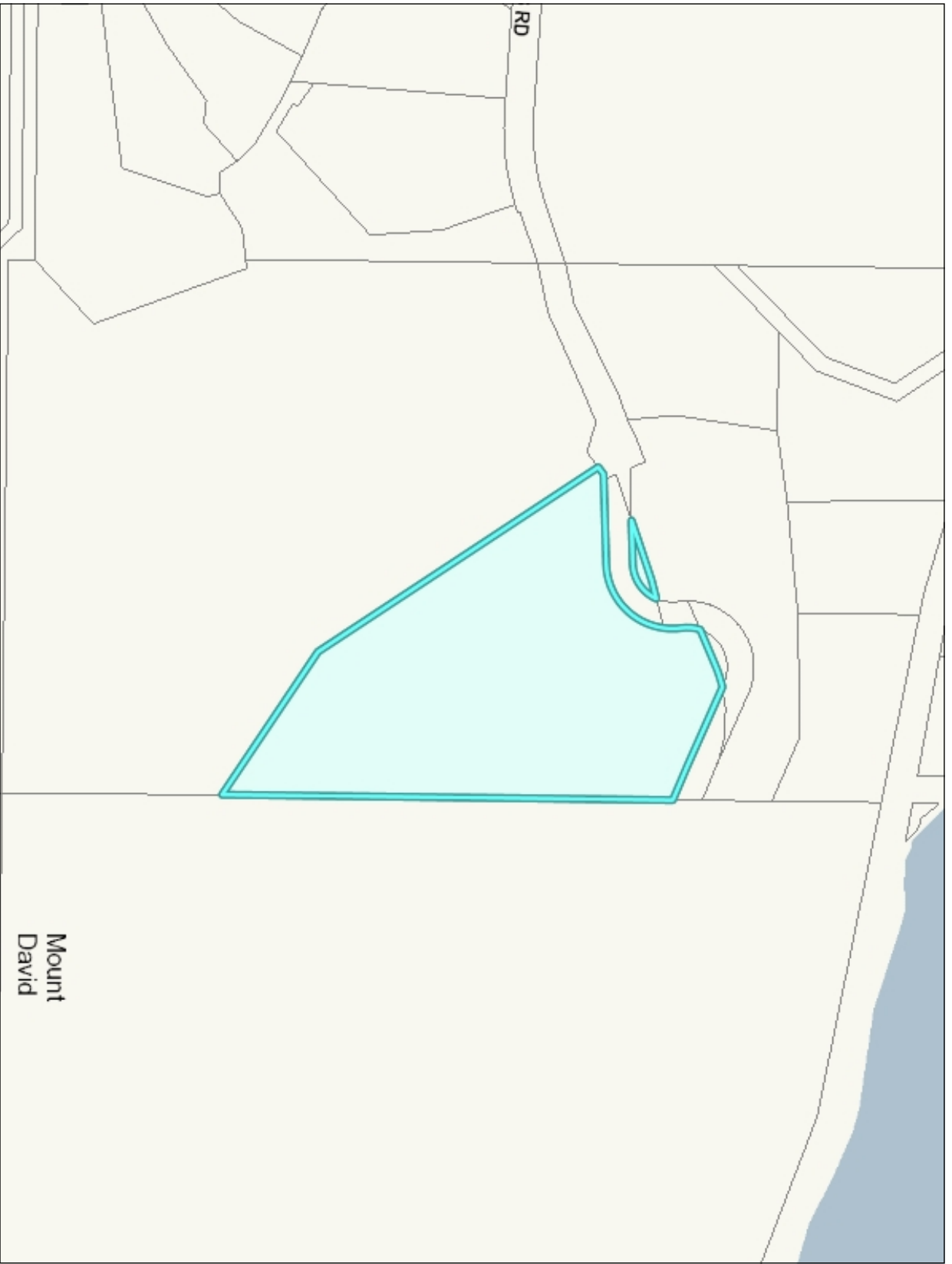
Miranda Giles
c: 604-916-2346
mirandagilesrealestate@gmail.com
www.gulfport-realty.com



Islands Trust

Lot 2 Gaines Road

LEGEND Operational Layers



229.3

0

114.7

229.3 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Islands Trust



1:4,514

November 2, 2023

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





Islands Trust

Map Title

LEGEND Operational Layers



458.6

0

229.3

458.6 Meters



WGS_1984_Web_Mercator_Auxiliary_Sphere
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1:9,028

November 4, 2023

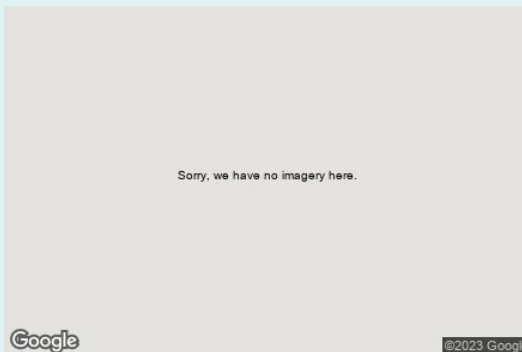
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GAINES RD SATURNA VON 2YO

Area-Jurisdiction-Roll: 01-764-07253.130



Total value \$500,000

2023 assessment as of July 1, 2022

Land \$500,000

Buildings \$0

Previous year value \$404,000

Land \$404,000

Buildings \$0

Property information

Year built

Description 2 Acres Or More (Vacant)

Bedrooms

Baths

Carports

Garages

Land size 13.244 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LOT 12, PLAN VIP78516, SECTION 17, COWICHAN LAND DISTRICT, PORTION SATURNA

PID: 026-227-690

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

Detailed Tax Report

Property Information

Prop Address	GAINES RD	Jurisdiction	GULF ISLANDS RURAL 2
Municipality	GULF ISLANDS RURAL	Neighborhood	GULF ISLANDS
Area		SubAreaCode	
PropertyID	026-227-690	BoardCode	
PostalCode	VON 2Y0		

Property Tax Information

TaxRoll Number	07253130	Gross Taxes	\$1,736.87
Tax Year	2023	Tax Amount Updated	06/23/2023

More PIDS

026-227-690

More PIDS2

Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
VIP78516	12			16	17			

Legal FullDescription

LOT 12, PLAN VIP78516, SECTION 17, COWICHAN LAND DISTRICT, PORTION SATURNA

Land & Building Information

Width		Depth
Lot Size	13.244 ACRES	Land Use
Actual Use	2 ACRES OR MORE (VACANT)	
Year Built		Zoning
BCA Description		
WaterConn		
BCADData Update	04/10/2023	

Supplementary Property Info

BedRooms	0	Foundation	
Full Bath	0	Half Bath2	0
Half Bath3	0	Stories	
Pool Flg		Carport	
Garage S		Garage M	

Actual Totals

Land	Improvement	Actual Total
\$500,000.00	\$0.00	\$500,000.00

Municipal Taxable Totals

Gross Land	Gross Improve	Exempt Land	Exempt Improve	Municipal Total
\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00

School Taxable Totals

Gross LandSch	Gross ImproveSch	Exempt LandSch	Exempt ImproveSch	School Total
\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00

Sales History Information

Sale Date	Sale Price	Document Num	SaleTransaction Type
5/11/2016	\$0.00	CA5174352	REJECT - NOT SUITABLE FOR SALES ANALYSIS
3/16/2005	\$0.00	EX28220	REJECT - NOT SUITABLE FOR SALES ANALYSIS

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **LAND ONLY**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

THIS FORM IS INTENDED TO BE USED FOR VACANT LAND.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

The Property Disclosure Statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated (date)
is incorporated into and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE

The Property Disclosure Statement is designed, in part, to protect the seller by establishing that all relevant information concerning the land has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the land.

BUYER MUST STILL MAKE THE BUYER’S OWN INQUIRIES

The buyer must still make the buyer’s own inquiries after receiving the Property Disclosure Statement. Each question and answer must be considered, keeping in mind that the seller’s knowledge of the Land may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector or other professional to examine the land and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the Property Disclosure Statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS

1. The seller is legally responsible for the accuracy of the information which appears on the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the land. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the Property Disclosure Statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer’s own inquiries concerning the Land in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a Property Disclosure Statement should take care to see that the seller understands each question and that the seller’s answer is complete. It is recommended that the seller complete the Property Disclosure Statement in the seller’s own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

DATE OF DISCLOSURE

ADDRESS:2**Gaines****Saturna Island****BC VON2Y0**

2. SERVICES	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Please indicate the water system(s) the Land uses: <input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Land has a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Land already?				
(ii) Have you applied for a water licence and are awaiting response?				
C. Are you aware of any problems with the water system?				
D. Are records available regarding the quality of the water available (such as pumping tests, flow tests, geochemistry and bacteriological quality, water treatment installation/maintenance records)?				
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?				
F. Indicate the sanitary sewer system the Land is connected to: <input type="checkbox"/> Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?				
H. Are there any current service contracts; (i.e., septic removal or maintenance)?				
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

3. BUILDING (not applicable)**4. GENERAL**

A. Are you aware if the Land has been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?				
B. Are you aware of any latent defect in respect of the Land? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Land that renders the Land: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>				

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BUYER'S INITIALS

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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS:2**Gaines****Saturna Island****BC VON2Y0**

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
C. Are you aware if the property, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?				

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary)**Seller has never lived on land.**

The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the Seller will be disclosed by the Seller to the Buyer prior to closing. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.SELLER(S) F. Williams Holdings Ltd Inc. No. C1035029**X**SELLER(S) **Signee Otto-Hans Nowak**

SELLER(S)

The Buyer acknowledges that the Buyer has received, read and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the _____ day of _____ yr. _____.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries. **The Buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the Buyer's choice.**

BUYER(S)

BUYER(S)

BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the Land.

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

BC1008 REV. JAN 2023

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REFERENCE PLAN OF LOT 12, PLAN VIP78516: EXCEPT PART DEDICATED ROAD ON PLAN EPP86340, AND PART OF CLOSED ROAD SHOWN AS AREA "B" ON STATUTORY RIGHT-OF-WAY PLAN EPP86339
Section 17, Saturna Island, Cowichan District

PLAN EPP86342

Pursuant to Section 100(1)(b) Land Title Act
BCGS 92B.085

All distances are in metres

The intended plot size of this plan is 560mm in width by 864mm in height (D Size) when plotted at a scale of 1:750.

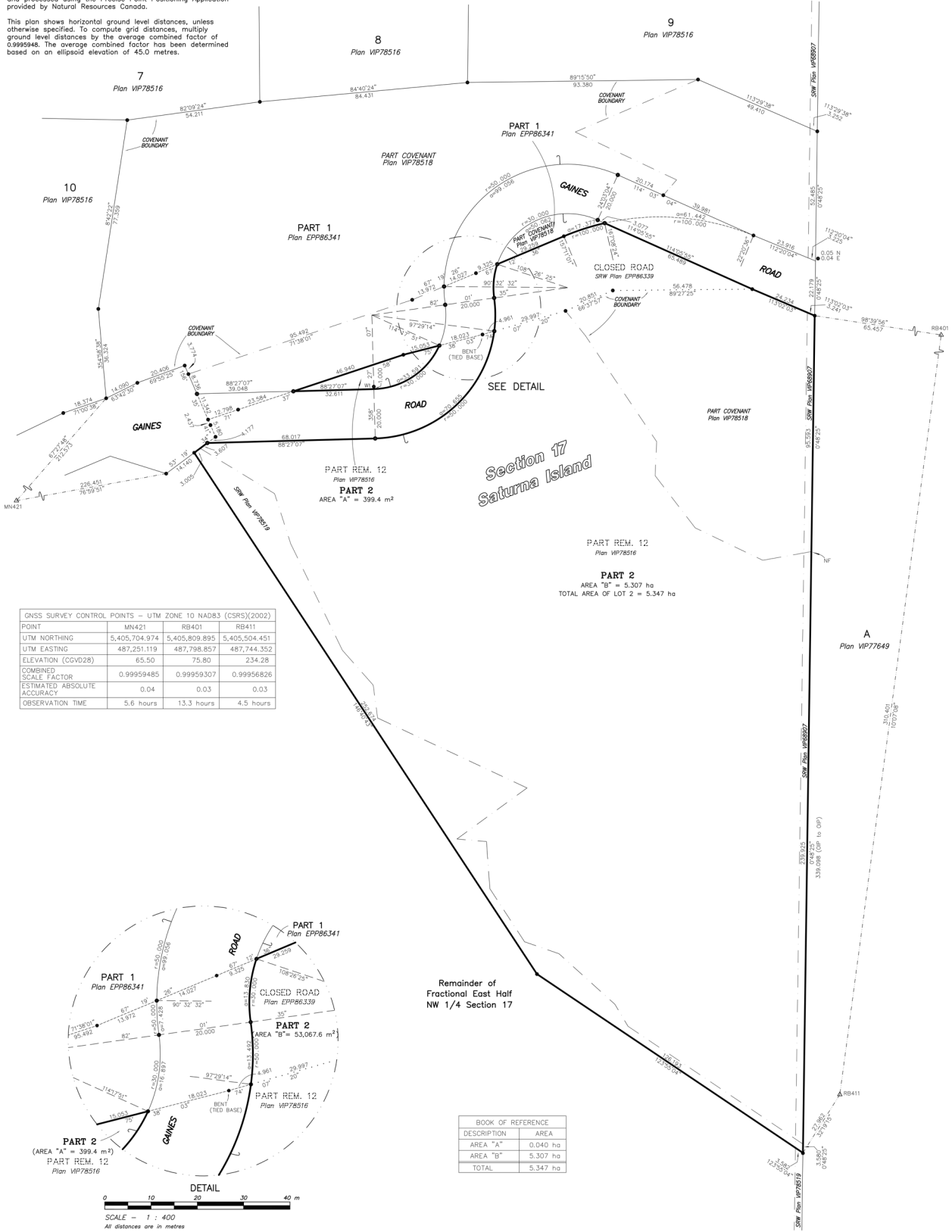
Legend:

- Denotes standard iron post found
- Denotes standard iron post set
- △ Denotes survey traverse point placed
- W Denotes Witness
- MN Denotes mag nail
- RB Denotes rebar

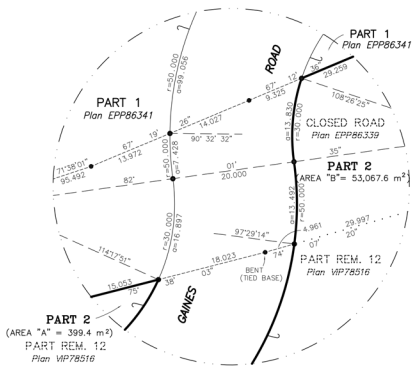
Grid Bearings are derived from dual frequency GNSS observations and are referred to the central meridian of UTM Zone 10 (123° West Longitude).

The UTM coordinates and estimated absolute accuracy achieved are derived from GNSS dual frequency observations and processed using the Precise Point Positioning Application provided by Natural Resources Canada.

This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.999948. The average combined factor has been determined based on an ellipsoid elevation of 45.0 metres.



GNSS SURVEY CONTROL POINTS - UTM ZONE 10 NAD83 (CSRS)(2002)			
POINT	MN421	RB401	RB411
UTM NORTHING	5,405,704.974	5,405,809.895	5,405,504.451
UTM EASTING	487,251.119	487,798.857	487,744.352
ELEVATION (CGVD28)	65.50	75.80	234.28
COMBINED SCALE FACTOR	0.99959485	0.99959307	0.99956826
ESTIMATED ABSOLUTE ACCURACY	0.04	0.03	0.03
OBSERVATION TIME	5.6 hours	13.3 hours	4.5 hours



SCALE - 1 : 400
All distances are in metres

BOOK OF REFERENCE	
DESCRIPTION	AREA
AREA "A"	0.040 ha
AREA "B"	5.307 ha
TOTAL	5.347 ha



WATER WELL RECORD

Date 9/6/04

NTS MAP, WELL No., ELEV, Location Accuracy, Date 19

Owners Name & Address F. Williams Holdings Ltd.
Legal Description & Address Saturna Island B.C.

Descriptive Location Jul # 12

- 1. TYPE OF WORK: 1 New Well, 2 Reconditioned, 3 Deepened, 4 Abandoned
2. WORK METHOD: 1 Cable tool, 2 Bored, 3 Jetted, 4 Rotary
3. WATER WELL USE: 1 Domestic, 2 Municipal, 3 Irrigation, 4 Comm. & Ind.
4. DRILLING ADDITIVES
5. MEASUREMENTS

Table for CASING: Hole Diameter, Diameter, Thickness, Weight, Materials (Steel, Galvanized, Plastic, Concrete, Other)

Table for WELL LOG DESCRIPTION with columns FROM ft, TO ft, and SWL ft. Includes handwritten notes: Bedrock at 10 ft. Bottom of casing 20 ft. Fracture at 210 ft with approx 4 G.P.M. Bottom of hole 240 ft.

- 9. CASING: 1 Steel, 2 Galvanized, 3 Wood, 4 Plastic, 5 Concrete, Other
10. SCREEN: 1 Nominal (Telescope), 2 Pipe Size, 3 Continuous Slot, 4 Perforated, 5 Louvre, 6 Other
Material 1 Stainless Steel, 2 Plastic, 3 Other

Table for RISER, SCREEN & BLANKS with columns Length, Diam. I D, Slot Size, from, to

Fittings, top, bottom, Gravel Pack

- 11. DEVELOPED BY: 1 Surging, 2 Jetting, 3 Air, 4 Boiling, 5 Pumping, 6 Other
12. TEST 1 Pump, 2 Bail, 3 Air, Date, Rate USgpm, Temp, SWL before test, Water Level after test

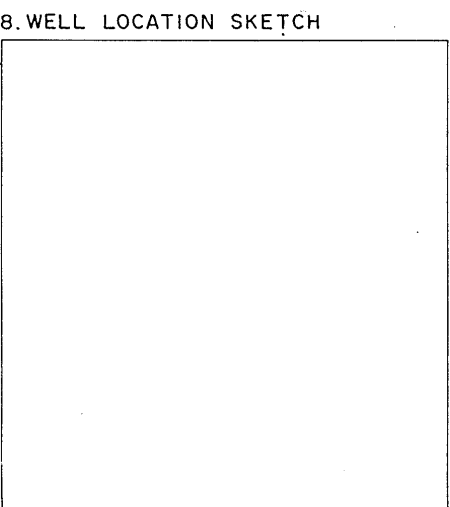
Table for DRAWDOWN and RECOVERY in ft with columns mins, WL

13. RECOMMENDED PUMP TYPE, RECOMMENDED PUMP SETTING, RECOMMENDED PUMPING RATE

- 14. WATER TYPE: 1 fresh, 2 salty, 3 clear, 4 cloudy, colour, smell, gas

- 15. WATER ANALYSIS: 1 Hardness, 2 Iron, 3 Chloride, 4 pH, Field Date

7. CONSULTANT, Address



SITE I D No, Lab Date

- 16. FINAL WELL COMPLETION DATA: Well Depth 240 ft, Well Yield approx 14 US gpm, Static Water Level, Back filled, Well Head Completion

17. DRILLER: Creamer, Randy

18. CONTRACTOR: D. A. SMITHSON & SONS, 3300 HAPPY VALLEY ROAD, VICTORIA, B.C. V9C 2W4

Member, BCWWDA Yes No

TITLE SEARCH PRINT

2023-10-05, 14:11:40

File Reference: 560357.000008

Requestor: 31918 - Anvit Dhaliwal

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

Title Issued Under SECTION 98 LAND TITLE ACT

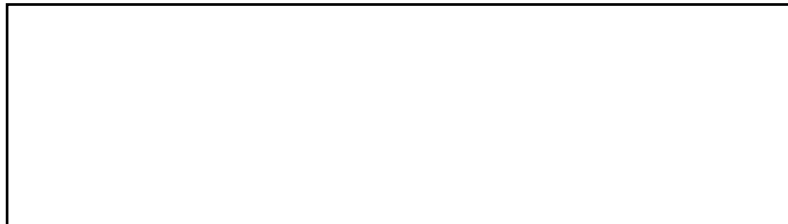
Land Title District VICTORIA
Land Title Office VICTORIA

Title Number CB896835
From Title Number CB896834
JA3389

Application Received 2023-09-18

Application Entered 2023-09-22

Registered Owner in Fee Simple
Registered Owner/Mailing Address:



Taxation Authority Capital Assessment Area

Description of Land
Parcel Identifier: 032-058-659
Legal Description:
LOT 2 SECTION 17 SATURNA ISLAND COWICHAN DISTRICT PLAN EPP86342

Legal Notations
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV10678

Charges, Liens and Interests
Nature: COVENANT
Registration Number: EX28222
Registration Date and Time: 2005-03-16 11:57
Registered Owner: ISLANDS TRUST
Remarks: INTER ALIA
AS TO PART FORMER LOT 12 PLAN VIP78516

TITLE SEARCH PRINT

2023-10-05, 14:11:40

File Reference: 560357.000008

Requestor: 31918 - Anvit Dhaliwal

Nature:	COVENANT
Registration Number:	EX28223
Registration Date and Time:	2005-03-16 11:57
Registered Owner:	SATURNA ISLAND LOCAL TRUST COMMITTEE ISLANDS TRUST
Remarks:	AS TO PART FORMER LOT 12 PLAN VIP78516

Nature:	COVENANT
Registration Number:	EX28226
Registration Date and Time:	2005-03-16 11:58
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA PART AS SHOWN ON PLAN VIP78518

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EX28228
Registration Date and Time:	2005-03-16 11:59
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Remarks:	INTER ALIA PART AS SHOWN ON PLAN VIP78519

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	CB430807
Registration Date and Time:	2023-01-16 10:11
Registered Owner:	HIS MAJESTY THE KING OF RIGHT OF PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA SEE CB430806; SECTION 50 LAND ACT

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

VICTORIA LAND TITLE OFFICE

Sep-18-2023 10:30:57.009

EPP86342

PAGE 1 OF 2 PAGES

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0800

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Kenneth Schuurman XYJFWR
Digitally signed by Kenneth Schuurman XYJFWR
Date: 2023.01.13 14:27:24 -08'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

Kenneth W. Schuurman
#234, 18525 - 53 Avenue

604.597.3777
ken@cameronlandsurveying.com

Surrey **BC V3S 7A4**

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **167-364-8845**

Plan Number: **EPP86342**

This original plan number assignment was done under Commission #: **800**

LTO Document Reference: **CB896835**

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: **2018 September 29** (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: **2018 November 18** (YYYY/Month/DD) **218939**

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

16 MAR 2005 11:59

EX028228

LAND TITLE ACT
FORM 11 (a)
(section 99 (1) (c), (j) and (k))

VIP78519

APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (CHARGE)

I, Michelle Olfrey, Registry Agent, 734 Broughton Street, Victoria, British Columbia, V8W 1E1,
(agent of Wolfgang Schwegler, Barrister & Solicitor, 410-1040 West Georgia Street, Vancouver, B.C. V6E 4H1,
the owner of a registered charge) apply to deposit reference/explanatory plan of:

Statutory Right of Way Plan over Part of Lot 1, Sections 17 and 20, and Parts of Lots 6, 10, and 12, Section 17, Plan
VIP78519 and Part of the Remainder of the Fractional E 1/2 of the NW 1/4 of Section 17, Saturna Island, Cowichan
District..

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u) (see below)
3. Fees of \$ 54.

Dated the 16th day of March, 2005.

SIGNATURE

NOTE:

- (i) Under section 67 (u) the following reproductions of the plan must accompany this application:
 - (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (91) (a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

*The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway
- (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

4/5

16 MAR 2005 11 59

EX028228

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 7 pages

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

WOLFGANG SCHWEGLER
410-1040 W GEORGIA ST
VANCOUVER V6E 4H1
TEL (604) 684 4505

~~Wolfgang Schwegler~~
Davis & Company, Barristers & Solicitors
2800 Park Place, 666 Burrard Street
Vancouver, BC, V6C 2Z7
Telephone No. (604) 687-9444
~~Client No. 10371 File Ref. nls~~

Signature of Solicitor

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

not yet available

Lot 1, Sections 17 and 20, Saturna Island, Cowichan District, Plan
VIP 78-516

not yet available

Lots 6, 10 and 12, Section 17, Saturna Island, Cowichan District,
Plan VIP 78-516

not yet available

The Fractional East 1/2 of the NW 1/4 of Section 17, Saturna
Island, Cowichan District, except parts in plans 3196 RW,
VIP66483 and VIP 78-516

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way
section 219 *Land Title Act*

Entire Instrument

Transferee

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

(c) Release

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):*

F. WILLIAMS HOLDINGS LTD.

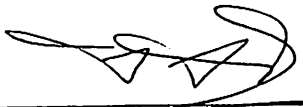
6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as Represented by the Minister of
Canadian Heritage, 552 220 4th Avenue SE, Calgary, Alberta, T2G 4X3

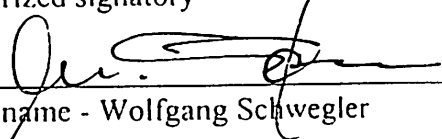
7. ADDITIONAL OR MODIFIED TERMS:*

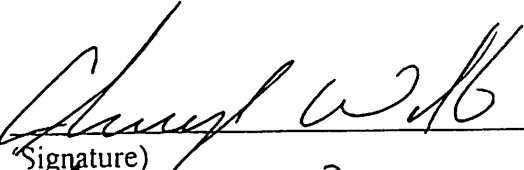
N/A

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)

 (Signature)
FRANCO TRASOLINI
 (Print Name) **BARRISTER & SOLICITOR**
DAVIS & COMPANY
 (Address) **2800 - 666 Burrard Street**
Vancouver, B.C. V6C 2Z7
 (Professional Capacity)

Execution Date		
Y	M	D
00	11	17

Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)

 F. WILLIAMS HOLDINGS LTD. by its authorized signatory
 Print name - Wolfgang Schwegler

Officer Signature(s)

 (Signature)
CHERYL WEBB
 (Print Name)
420 - 555 WEST HASTINGS ST
 (Address) **VANCOUVER, B.C.**
SOLICITOR
 (Professional Capacity)

Execution Date		
Y	M	D
00	12	01

Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)

 HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as Represented by the Minister of Canadian Heritage by its authorized signatory
 Print name -
Gaby Fontin

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. 1979, c. 116, 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 on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY

WHEREAS

A. The Transferor is the registered owner or is entitled to become the registered owner of an estate in fee simple of **ALL AND SINGULAR** those certain parcels or tracts of land and premises situate, lying and being in the Capital Assessment District, in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: not yet available

Lot 1, Sections 17 and 20, Saturna Island, Cowichan District, Plan VIP 78516

Parcel Identifier: not yet available

Lots 6, 10 and 12, Section 17, Saturna Island, Cowichan District, Plan VIP 78516

Parcel Identifier: not yet available

The Fractional East 1/2 of the NW 1/4 of Section 17, Saturna Island, Cowichan District, except parts in plans 3196 RW, VIP66483 and VIP 78516

(hereinafter called the "Lands of the Transferor").

B. The Transferor and the Transferee have agreed to enter into this agreement and the Transferor has agreed to grant unto the Transferee a Statutory Right of Way over, through and upon that portion of the Lands of the Transferor more particularly described as:

All that part of:

Lot 1, Sections 17 and 20, Saturna Island, Cowichan District, Plan VIP 78516;

Lots 6, 10 and 12, Section 17, Saturna Island, Cowichan District, Plan VIP 78516;

The Fractional East 1/2 of the NW 1/4 of Section 17, Saturna Island, Cowichan District, except parts in plans 3196 RW, VIP66483 and VIP 78516;

all as shown in bold outline on Plan VIP 45519

prepared by Brian Wolfe-Milner, British Columbia Land Surveyor and dated the 6th day of October, 1999 a photoreduced print of which is attached as Schedule "A" hereto.

(hereinafter called the "Right-of-Way")

for the purposes and on the terms and conditions herein set out.

C. This Right-of-Way is necessary for the operation and maintenance of the Transferee's undertaking.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Transferee and for other valuable consideration.

The Transferor DOES HEREBY:

1. Grant, convey, confirm and transfer, in perpetuity, unto the Transferee, and as may be determined by the Transferee pursuant to the provisions hereof, to its servants, agents, workers, employees, officers, invitees and the public together with all necessary vehicles, tools, equipment, materials and animals, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter upon at any time and to use the Right-of-Way for the purposes of providing to the public the right to pass and repass, and to operate, construct and maintain and otherwise establish a park trail network including signs, bridges, benches and other improvements used in connection therewith (hereinafter called the "Trail") and, without limiting the generality of the foregoing, to clear the Right-of-Way of trees, growth, or other obstructions, now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operation, construction or maintenance of said Trail.

The Transferor HEREBY COVENANTS TO AND AGREES WITH THE Transferee, as follows:

2. That the Transferor will not, nor knowingly permit any other person to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit, or other obstacle on, over or under any portion of the Right-of-Way so that it in any way interferes with or damages or prevents access along or over the Right-of-Way.
3. That the Transferor will not, nor knowingly permit any other person to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Trail authorized hereby to be installed upon, over or across the Right-of-Way.
4. That the Transferor will not nor knowingly permit any other person to cut down, fell or remove any trees or other growth on the Right-of-Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld.

5. That the Transferor will from time to time and at all times upon every reasonable request and at the cost of the Transferee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.

The Transferee **HEREBY COVENANTS TO AND AGREES WITH** the Transferor, as follows:

6. That the Transferee will indemnify and save harmless the Transferor from and against all liability, actions, proceedings, costs, claims and demands whatsoever that may be lawfully brought against the Transferor by reason of anything done by the Transferee, its servants, agents, workmen, contractors and all other licensees and invitees of the Transferee in the exercise or purported exercise of the rights and liberties hereby granted unless such liability arises out of the negligent acts of the Transferor or persons authorized by it or the Transferor's breach of paragraphs 2, 3, or 4.
7. That the Transferee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave such lands in a neat and clean condition.
8. That the Transferee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Transferor as possible.

THE PARTIES HERETO EACH COVENANT TO AND AGREE WITH THE OTHER, as follows:

9. That the said park trail network, referred to above, together with all signs, bridges, benches or other improvements used in connection therewith shall constitute the Trail.
10. Notwithstanding any rule of law or equity to the contrary, any improvements brought on to, set, constructed, laid, erected in, upon or across the Right-of-Way by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee.
11. In the event that the Transferee abandons the Trail or any part thereof the Transferee may, if it so elects, leave the whole or any part thereof in place and if so abandoned the Trail, or part thereof, shall become the property of the Transferor.
12. That no part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions herein contained.

13. That the covenants herein contained shall be covenants running with the Land and that none of the covenants herein contained shall be personal or binding upon the Transferor, save and except during the Transferor's seisin or ownership of any interest in the Lands of the Transferor, and with respect only to that portion of the Lands of the Transferor of which the Transferor shall be seised or in which he shall have an interest, but that the Lands of the Transferor, nevertheless, shall be and remain at all times charged therewith.
14. That, if at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and, if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
15. Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been duly executed.

STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT 1, SECTIONS 17 AND 20, AND PARTS OF LOTS 6, 10 AND 12, SECTION 17, PLAN VP AND PART OF THE REMAINDER OF THE FRACTIONAL E 1/2 OF THE NW 1/4 OF SECTION 17, SATURNA ISLAND, COWICHAN DISTRICT.

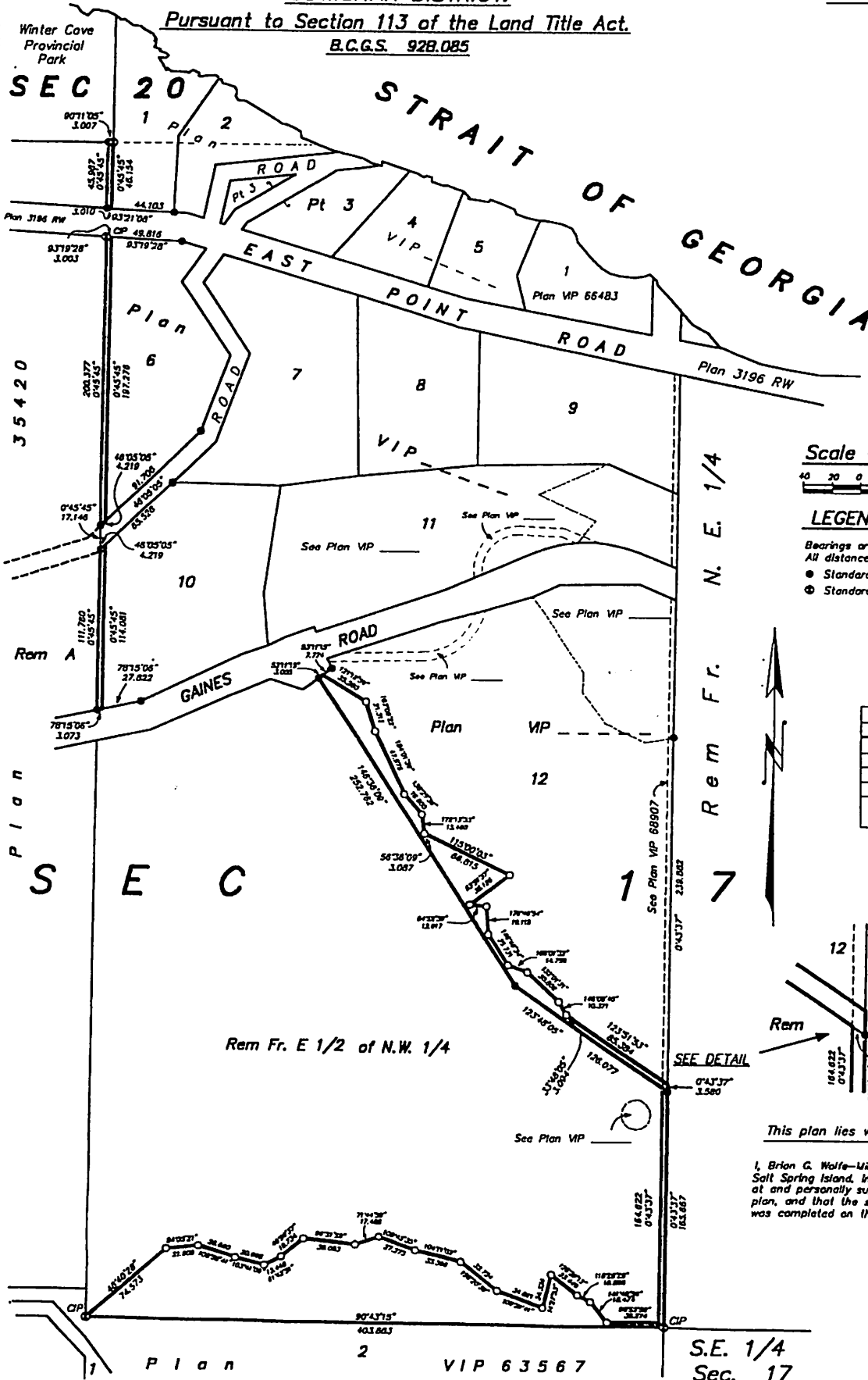
PLAN VP

Deposited in the Land Title Office at Victoria, B.C. this ___ day of ___, 20__

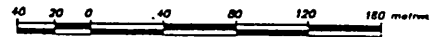
Registrar

Pursuant to Section 113 of the Land Title Act.

B.C.G.S. 928.085



Scale - 1 : 2000

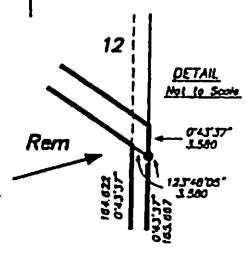


LEGEND

Bearings are astronomic, derived from Plan VP
 All distances are in metres and decimals thereof.

- Standard Iron Post Found.
- ⊙ Standard Capped Post Found.

BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA
Lot 1	1.39 m ²
Lot 6	596 m ²
Lot 10	339 m ²
Lot 12	0.350 ha.
Rem Fr. E 1/2 of N.W. 1/4 Sec. 17	1.50 ha.



This plan lies within the Capital Regional District.

I, Brian G. Wolfe-Miner, a British Columbia land surveyor, of Salt Spring Island, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 6th day of October 1999.

B.C.L.S.

Wolfe-Miner Land Surveying Inc.
 Salt Spring Island, B.C.
 J 4390 MS 5 210

16 MAR 2005 11 58

EX028226

LAND TITLE ACT
FORM 11 (a)
(section 99 (1) (e), (j) and (k))

VIP78518

APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (CHARGE)

I, Michelle Olfrey, Registry Agent, 734 Broughton Street, Victoria, British Columbia, V8W 1E1,

(agent of Wolfgang Schwegler, Barrister & Solicitor, 410-1040 West Georgia Street, Vancouver, B.C. V6E 4H1, the owner of a registered charge) apply to deposit reference/explanatory plan of:

Reference Plan of Covenants over Part of the Remainder of the fractional East 1/2 of the North West 1/4 of Section 17, and Parts of Lots 11 & 12, Section 17, Saturna Island, Cowichan District, Plan VIP 78518

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u) (see below)
3. Fees of \$ 54.

Dated the 16th day of March, 2005.

SIGNATURE

NOTE:

- (i) Under section 67 (u) the following reproductions of the plan must accompany this application:
 - (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (91) (a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

*The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway
- (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

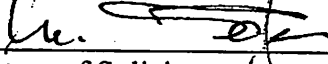
(This area for Land Title Office use)

Page 1 of 10

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

WOLFGANG SCHWEGLER
410-10400 GEORGIA ST
VANCOUVER V6E 4H1
TEL 604 684 4505.

~~Wolfgang Schwegler
Davis & Company, Barristers & Solicitors
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2Z7
Telephone No. 604.687.9444
Client No. 10371 File Ref. nls~~


Signature of Solicitor

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

PID

(LEGAL DESCRIPTION)

not yet assigned

Lots 11 and 12, Section 17, Saturna Island, Cowichan
District, Plan VIP 78516

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Restrictive Covenant
section 219 *Land Title Act*

Entire Instrument

Transferee

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

(c) Release

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)*

F. WILLIAMS HOLDINGS LTD.

6. TRANSFEREE(S): (INCLUDING POSTAL ADDRESS(ES) AND POSTAL CODE(S))*

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION AND CAPITAL REGIONAL
DISTRICT

7. ADDITIONAL OR MODIFIED TERMS:*

N/A



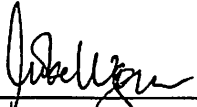
8. EXECUTION(S): This Instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this Instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Execution Date

Officer Signature(s)

Y	M	D
04	11	23

Party(ies) Signature(s)
(ALL SIGNATURES TO
BE IN BLACK INK)



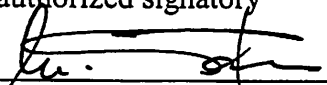
 (Signature)
 Michael Wagner

 (Print Name)
 1006-945 Jervis Street, Vancouver BC.

 (Address)
 lawyer

 (Professional Capacity)

F. WILLIAMS HOLDINGS LTD. by
its authorized signatory



 Print name - WOLFGANG SCHWESLER

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. 1979, c. 116, 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 on additional page(s) in Form D.



TERMS OF INSTRUMENT - PART 2

RESTRICTIVE COVENANT

THIS AGREEMENT made the 1st day of November, 2004

BETWEEN:

F. WILLIAMS HOLDINGS LTD., having a head office in British Columbia at 2800 Park Place, 666 Burrard Street, Vancouver, BC, V6C 2Z7

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION AND CAPITAL REGIONAL DISTRICT

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS

The Grantor has registered a Plan of Subdivision creating Lots 1 to 12 inclusive, Section 17, Saturna Island, Cowichan District, Plan VIP 75516, all within the Gulf Island Assessment District, Province of British Columbia, hereinafter referred to as the "said lands".

1. C.N. Ryzuk & Associates Ltd., Geotechnical Engineering, of 20 - 3318 Oak Street, Victoria, British Columbia, by a report dated February 15, 1996 a copy of which is attached and marked as Schedule "A" hereto, expressed the opinion that portions may be subject to landslip or impact of rock fall at some time in the future.

2. C.N. Ryzuk & Associates Ltd., by the same letter, stated that it is possible to establish dwellings on such portions of the said Lots 11 and 12 of the said lands as shown in heavy outline on Reference Plan VIP 75518, a photo-reduced print of which is attached as Schedule "B" provided that the following potentially hazardous areas are avoided.

3. The Grantee, as a condition of granting approval to a plan of subdivision of the said lands, had requested the Grantor to enter into a covenant registrable under Section 219 of the *Land Title*

Act, which shall run with the land and shall effect the following conditions for said Lots 11 and 12 on the terms hereinafter set forth.

WITNESSETH THAT in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada receipt of which is hereby acknowledged the said Grantor COVENANTS AND AGREES to a covenant on the following terms:

1. They will not build, construct, place or suffer to be built, constructed or placed any buildings on said Lot 11 or Lot 12 outside of the covenant area without first obtaining a favourable report respecting such proposed building evidencing the approval of a geotechnical engineer, as set forth in the letter dated June 28, 1991 from C.N. Ryzuk & Associates Ltd., a copy of which is attached hereto as Schedule "A".
2. The owner acknowledges that the Province of British Columbia does not represent to the owner or any other person that any building constructed or mobile home located in accordance with Conditions (1) and (2) herein will not be damaged by flooding or erosion, and the owner covenants and agrees not to claim damages from the Province or Capital Regional District, responsible for damages caused by flooding or erosion of the land or any building, improvement, or other structure built, constructed or placed upon the said lands and to any contents thereof.
3. It is expressly understood and agreed that the covenants herein contained shall run with the land and shall be binding upon the Grantor and all persons claiming through, under, or in trust for them.
4. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
5. In this Agreement the singular includes the plural and vice versa, the masculine includes the feminine and vice versa, any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a Corporation its successors and assigns, any covenant, proviso or agreement made by two or more persons shall be construed as several as well as joint.

This is the instrument creating the condition or covenant entered into under Section 219 of the *Land Title Act* by the registered owner(s) referred herein and shown on the print of plan annexed hereto and initialled by me.

Approving Officer



SCHEDULE A

C.N. RYZUK & ASSOCIATES LTD.
Geotechnical Engineering

28 Crease Avenue Victoria, B.C. V8Z 1S3 Tel: (604) 475-3131 Fax: (604) 475-3611

February 15, 1996
File No: 8-1846-1

F. Williams Holdings Ltd.
c/o Davis & Company
2800 Park Place
666 Burrard Street
VANCOUVER, B.C.
V6C 2Z7

Attention: Mr. W. Schwegler

Dear Sir,

Re: Proposed Subdivision - Fractional East Half,
Northwest Quarter, Section 17,
East Point Road - Saturna Island, B.C.
M.O.T.H. File No: 13781

As requested, we attended the above-referenced site on November 7, 1995 to conduct a geotechnical/geological site hazard assessment and to evaluate if safe building sites were present on each of the proposed lots.

The proposed subdivision involves dividing the existing parcel of property into twelve new lots plus a Remainder, shown as Lots 1 to 12 and Remainder, on the attached copy of our Location Plan, Dwg. 8-1846-1-1. We understand that the B.C. Ministry of Transportation & Highways considers that the land may be subjected to natural hazard and have requested that a site hazard assessment be carried out, and that suitable building areas be identified on each of the proposed lots as a condition of subdivision approval. Prospective building sites have been identified on Lots 1 through 12, but not on the Remainder.

Continued



C.N. RYZUK & ASSOCIATES LTD.

February 15, 1996

F. Williams Holdings Ltd.
c/o Davis & Company
Page 2

A residence presently exists on Lot 4, however the other lots are presently vacant. Access to the northern nine lots (Lots 1 through 9) is from East Point Road which crosses the northern side of the property. Access to Lots 10, 11, 12 and the Remainder will be from proposed new roads which will join East Point Road to the west of the property. The property is located on the slopes of Mt David, a bedrock ridge trending downslope from east to west with a steep downward slope toward Lyall Harbour to the south and more gentle slope toward Georgia Strait to the north.

The Geological Survey of Canada bedrock geology map indicates that the site is underlain by bedrock of the Geoffrey Formation, sandstone and conglomerate with minor siltstone and shale. Numerous sandstone outcrops were observed on the property, particularly on top of the ridge on the Remainder and on the smaller ridge on the northeastern portion of Lot 12 and the benched southeastern part of Lot 11.

The Remainder, which constitutes the southwestern third of the property, consists of the ridge forming the western flank of Mt. David. On the south there is a steep slope dipping from 37 to 50° downward to the south. For the most part, sandstone bedrock was exposed along the crest of this slope and vertical rock faces in the order of 3 to 5 m high were noted on the upper part of the slope. Terrain on the top of the ridge was relatively rugged with numerous bedrock exposures and an overall slope of about 15 to 20° with some steeper slopes locally. No surface water was noted on top of the ridge or down the slope to the south. Trees consisted mainly of fir with some arbutus and maple particularly along the crest and upper part of the steep southern slope.

Lot 12 and the northeastern portion of the Remainder are located on the north slope of the ridge. The ground surface sloped down to the north at an overall angle of about 30° with some portions as steep as 40°. Silty sand and gravel was generally apparent on the ground surface. Trees generally consisted of vertical fir and cedar trees with occasional trees with trunks bent downslope - indicative of shallow surficial slope movement. The upper portion of this slope had apparently been logged.

Continued



February 15, 1996

F. Williams Holdings Ltd.
c/o Davis & Company
Page 3

A gully was noted on the west side of Lot 12, trending northward down to the relatively flat area on the west side of Lot 11. A more shallow draw was noted on the middle of the Remainder trending northward down to the relatively flat Lot 10.

On the northeastern portion of Lot 12, the ground surface slopes gently toward the north. A ridge of sandstone bedrock forms the eastern slope of the gully. The slope is about 10 to 15 m high at an overall angle of about 30°. Trees in this area are generally well spaced fir and cedar with light to moderate undergrowth. No surface water was noted in the area.

The eastern portion of Lot 11 is located on a northwestern continuation of the bedrock ridge. The northeastern slope of the ridge is a series of steeply dipping benches with slopes in bedrock as steep as 35°. On the northern boundary of Lot 11 and into Lot 9 the slope becomes more gentle, less than 20°, and then about 10° or less in the middle of Lot 9. Numerous bedrock exposures occur on the eastern part of Lots 11 and 9. Trees consisted of vertical fir and cedar. No surface water was noted.

The remaining portion of the property, consisting of Lots 1 through 8, Lot 10 and the western half of Lot 11, is relatively flat with a gentle overall slope toward the north. A bank up to 5 m high occurs on portions of the south side of East Point Road. A line of hydro poles occurs near the top of this bank, and it is believed that the bank area is within the road and hydro rights-of-way. Soils exposed in the bank generally consisted of silty sand and gravel.

Proposed Lots 1 to 10, Lot 11 with the exception of the southeastern portion, and the northeastern portion of Lot 12 as shown on the attached Location Plan are considered feasible for development from a geotechnical perspective for conventional single family type development considering a 10% probability of hazard in 50 years.

Several safe building sites are believed to occur in other areas; the southeastern corner of Lot 11, the majority of Lot 12 and the Remainder, particularly if house foundations are to be constructed on sound bedrock. However, we have not delineated these areas and/or have not reviewed ground conditions in detail.

Continued



C.N. RYZUK & ASSOCIATES LTD.

February 15, 1996

F. Williams Holdings Ltd.
c/o Davis & Company
Page 4

We therefore recommend that residential development within these areas be restricted pending further site/development specific review by a geotechnical engineer.

We hope the preceding information is suitable for your purposes at present. If you have any questions or require additional information, please call us. Thank you for this opportunity to be of service to you.

Yours very truly,
C.N. Ryzuk & Associates Ltd.



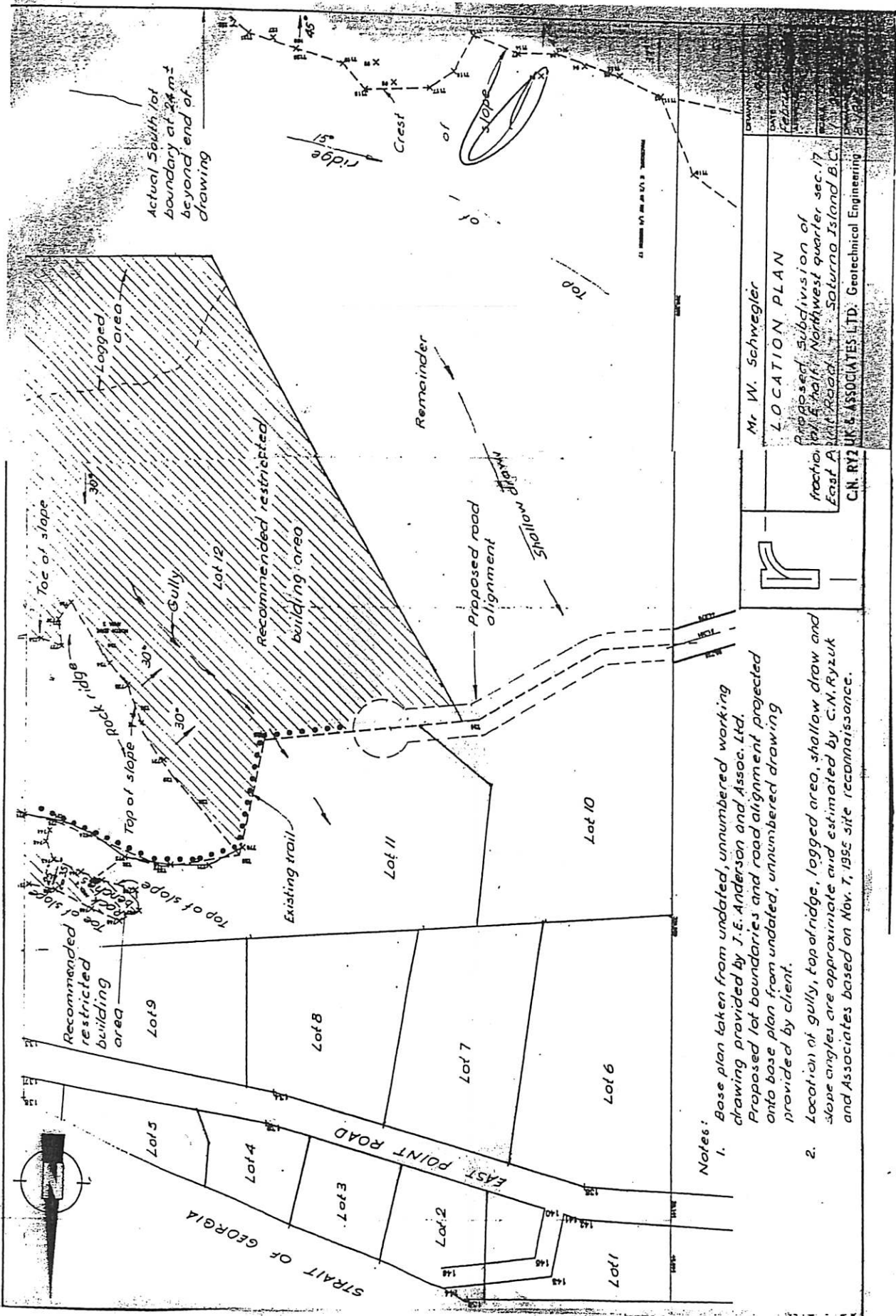
R.J. Forsyth, P.Eng.
Geotechnical Engineer



RJF/ses
Attachment
a:104/8-1846-1.rjf

cc: Ministry of Transportation & Highways
South Island District
Attn: Mr. M. Donald





Notes:

1. Base plan taken from undated, unnumbered working drawing provided by J.E. Anderson and Assoc. Ltd. Proposed lot boundaries and road alignment projected onto base plan from undated, unnumbered drawing provided by client.
2. Location of gully, top of ridge, logged area, shallow draw and slope angles are approximate and estimated by C.N. Ryzuk and Associates based on Nov. 7, 1995 site reconnaissance.

Mr. W. Schwegler
 LOCATION PLAN
 Proposed subdivision of
 fraction 1/4 half Northwest quarter, sec. 17
 East A 2nd Road Saturno Island B.C.
 C.N. RYZUK & ASSOCIATES LTD. Geotechnical Engineering

Actual South lot
 boundary at 24m±
 beyond end of
 drawing

ridge

Crest

of

slope

Top

Remainder

Proposed road
 alignment

Shallow draw

Recommended restricted
 building area

Gully

Lot 12

Lot 11

Lot 10

Recommended
 restricted
 building
 area

Lot 9

Lot 8

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

STRAIT OF GEORGIA

EAST POINT ROAD



148

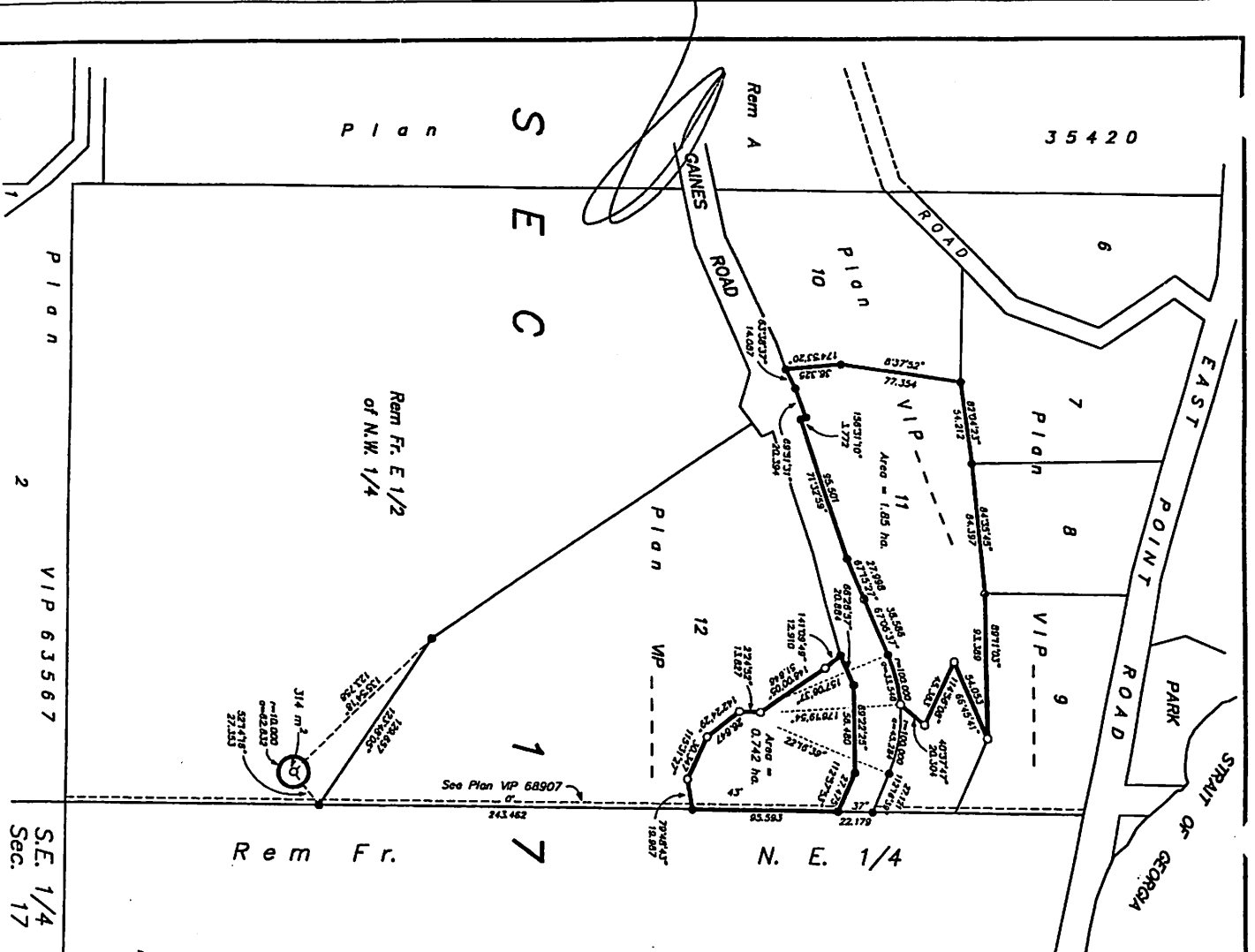
148

148

148

148

148



PLAN VP _____

Deposited in the Land Title Office at Victoria, B.C.,
this _____ day of _____, 20__

Registrar

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

**REFERENCE PLAN OF COVENANTS OVER PART
OF THE REMAINDER OF THE FR. E 1/2 OF
THE N.W. 1/4 OF SECTION 17, AND PARTS
OF LOTS 11 AND 12, SECTION 17, SATURNA
ISLAND, COMCHAN DISTRICT, PLAN VP _____**

B.C.G.S. 92B.085

Scale - 1 : 2000

LEGEND

Bearings are astronomic, derived from Plan VP _____
All distances are in metres and decimals thereof.
● Standard Iron Post Found.
○ Standard Iron Post Placed.

This plan lies within the Capital Regional District.

1. Brian G. Wells-Albani, a British Columbia land surveyor, of
Sed's Spring Island, in British Columbia, certify that I was present
at and personally supervised the survey represented by this
plan, and that the survey and plan are correct. 1999
was completed on the _____ day of _____, 20__

B.C.L.S.

Wells-Albani Land Surveying Inc.
501 Spring Island, B.C.
V2Y 1A1 Tel: 250-328-
2000 Fax: 250-328-
2000

- (c) Fire protection: Fire protection is provided by a volunteer fire force. A fire station is located approximately 4 kilometers from the Lots.
- (d) Telephone: There are telephone poles along East Point Road only. The Purchaser must investigate the location of the nearest telephone pole.

The Purchaser must, at his or her cost, provide the required civil works (conduits, etc.) to provide service from a stub-out at the property line, or from a suitable pole, and to apply to Telus for service. All costs of hook-up to the service, and all user fees must be paid by the Purchaser to Telus.

- (e) Access: Access to the Lots is by publicly dedicated roads, namely East Point Road and Gaines Road

4. Title and Legal Matters

4.1 Legal Description

The development is located on those lands and premises Saturna Island legally described as:

Lot 1 and 2, Sections 17 and 20, Saturna Island Cowichan District Plan VIP78516
and

Lots 3 to 12 inclusive, Section 17, Saturna Island Cowichan District Plan
VIP78516

(collectively the "Lands")

4.2 Ownership

The title to the Lands is registered in the name of the Developer.

4.3 Existing Encumbrances and Legal Notations

As of the date of this disclosure statement the following charges or encumbrances are registered against title to the Lots as follows:

Legal Notation	Description
EV10678	Development Variance Permit issued by the Saturna Island Local Trust Committee requiring the registration of the covenant which was registered as No. EX28222 which is described below.
Charges	Description
EX028222	Covenant attached as Schedule B in favour of Islands Trust against Lots 1, 2, 4, 8, 10 and 12 requiring that:

	<p>a) a pump be located approx 6 meters from the bottom of the hole</p> <p>b) a ¾ inch PVC pipe be installed at time of pump installation, and</p> <p>c) that water only be drawn for domestic purposes on the basis that the bacterial water quality is tested annually and a treatment facility be installed to the satisfaction of a Professional Engineer to ensure water quality meets Canadian Drinking Water Quality Guidelines</p>
EX 0280223	<p>Covenant in favour of Saturna Island Local Trust Committee Islands Trust against Lot 12 requiring that only one Single Family Dwelling and only one Cottage, both as defined in the Saturna Island Zoning Bylaw 1981 may be built on the Lot. Further, that such Lot may not be further subdivided.</p>
EX28225	<p>Covenant attached as Schedule C in favour of Saturna Island Local Trust Committee Islands Trust against Lot 1 requiring that no one damage or interfere with a maple tree within the confines of the area shown in heavy outline on the Plan attached to such covenant nor to encroach on it with any utilities, structures or driveways without the prior written consent of said Local Trust Committee</p>
EX28226	<p>Covenant attached as Schedule D in favour of Her Majesty the Queen in Right of the Province of British Columbia, Capital Regional District against Lots 11 and 12 requiring that no one build or place any building on such lots outside of the covenant areas as shown on the plan attached to such covenant without obtaining a prior favourable report respecting any such building evidencing the approval of a geotechnical engineer.</p>
EX28227	<p>Restrictive Covenant attached as Schedule E in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Capital Regional District against Lots 1,2,3,4 and 5 requiring that no building shall be constructed nor mobile home located within 15 metres of the sea, subject to certain conditions which may reduce the setback to 7.5 metres . Further , no area used for habitation, business or storage of goods damageable by floodwaters may be located within any building at an elevation such that the underside of the floor system is less than 1.5 metres above the natural boundary of the sea.</p>
EX28228	<p>Statutory Right of Way in favour of Her Majesty the Queen in Right of Canada for the purposes of a trail, registered against Lots 1,6,10 and 12 including the right to construct signs, bridges, benches and other improvements in connection therewith within the confines of the area shown in heavy outline on the plan attached to such Statutory Right of Way document.</p>
EX 28229	<p>A non exclusive Easement in favour of David Elford Holding Company Ltd, in respect of their properties to the east of Lots 11 and 12, over Lots</p>

11 and 12 for the purposes of access solely for the purposes of emergency access, such emergency caused by fire or medical requirements.

EL146568 Undersurface and other exclusions and reservations in favour of the Province of British Columbia against **Lots 1 and 2**

4.4 Proposed Encumbrances

The Developer does not intend to file against title any other charges or encumbrances:

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or liability in respect of the Lots or against the Developer which may affect the Lots or the owners of the Lots.

4.6 Environmental Matters

- There are no facts relating to flooding, the condition of soil or subsoil or other environmental matters affecting the Development, except with respect to Lots 1,2,3,4 and 5 as set out in the covenant cited above bearing number EX28227 and with respect to Lots 11 and 12 as set out in the covenant cited above bearing number EX28226.

5. Construction and Warranties

5.1 Construction Dates

All works which the Developer intended to perform with respect to the Lots have been completed and no further works will be undertaken by the Developer.

5.2 Warranties

The Developer will not provide any warranties with respect to the Lots or the dwelling built on Lot 5.

6. Approvals and Finances

6.1 Development Approval

The development approval has been obtained pursuant to which the development took place.

6.2 Construction Financing

The Developer does not have any construction financing in place.

7. Miscellaneous

7.1 Deposits

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 4

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

WOLFGANG SCHWEGLER
410-1040 W. GEORGIA ST.
VANCOUVER V6E 4H1
TEL. 604 684 4505

~~Wolfgang Schwegler
Davis & Company, Barristers & Solicitors
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2Z7
Telephone No. 604.687.9444
Client No. 10371 File Ref. nls~~

Signature of Solicitor

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

PID

(LEGAL DESCRIPTION)

not yet assigned

Lots 1 and 2, Sections 17 and 20, Saturna Island, Cowichan District, Plan VIP 78516
Lots 4, 8, 10 and 12, Section 17, Saturna Island, Cowichan District, Plan VIP 78516

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Restrictive Covenant ~~to~~
section 219 *Land Title Act*

Entire Instrument

Transferee

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

(c) Release

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)*

F. WILLIAMS HOLDINGS LTD.

6. TRANSFEREE(S): (INCLUDING POSTAL ADDRESS(ES) AND POSTAL CODE(S))*

ISLANDS TRUST, a corporation under the *Islands Trust Act* of British Columbia, having an office at 2nd Floor, 1627 Fort Street, Victoria, BC, V8R 1H8

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.

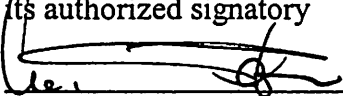
Execution Date

Y	M	D
04	11	23

Officer Signature(s)


 (Signature) Michael Wagner
 2800 - 666 Burrard Street
 (Print Name) Vancouver, BC V6C 2Z7
 Tel: (604) 643-6360
 Fax: (604) 605-3795
 (Address) Notary in and for the Province
 of British Columbia
 (Professional Capacity)

Party(ies) Signature(s)
(ALL SIGNATURES TO
BE IN BLACK INK)

F. WILLIAMS HOLDINGS LTD. by
 its authorized signatory

 Print name - WOLFGANG SCHUSTER

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. 1979, c. 116, 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 on additional page(s) in Form D.



TERMS OF INSTRUMENT - PART 2

RESTRICTIVE COVENANT

THIS AGREEMENT is dated for reference November 1, 2004

BETWEEN:

F. WILLIAMS HOLDINGS LTD., having a head office in British Columbia at 2800 Park Place, 666 Burrard Street, Vancouver, BC, V6C 2Z7

(the "Covenantor")

AND:

ISLANDS TRUST, a corporation under the *Islands Trust Act* of British Columbia, having an office at 2nd Floor, 1627 Fort Street, Victoria, BC, V8R 1H8

(the "Covenantee")

WHEREAS:

A. The Covenantors are owners in fee simple of lands on Saturna Island described as Lot 1, Sections 17 and 20, and Lots 2 to 12 inclusive, Saturna Island, Cowichan District, Plan VIP (the "Lands");

B. The *Land Title Act*, s. 219 provides, inter alia, that a covenant including provisions in respect of the use of land may be registered as a charge against title to the Land in favour of the Covenantee;

C. The Covenantee is Islands Trust;

D. On each lot of the Lands created by subdivision there are wells which have been drilled (the "New Wells");

E. The Covenantors have agreed to grant this covenant in consideration of MOTH approving the said subdivision.

A handwritten signature or mark, possibly a stylized letter 'A' or a similar symbol, located at the bottom center of the page.

NOW THEREFORE in consideration of the approval of subdivision by MOTH the Covenantors covenant with the Covenantees as follows:

1. Water will not be drawn from any of the New Wells situate on Lots 1 and 2, Sections 17 and 20 and Lots 4, 8, 10 and 12, Section 17, all of Saturna Island, Cowichan District, Plan VIP 75516 unless and until, in respect of each lot:
 - (a) a pump is located approximately six metres from the bottom of the hole to provide a large available drawdown and sufficient sediment trap; and,
 - (b) a 3/4 inch PVC pipe is installed at the time of pump installation to facilitate future monitoring of the local aquifer.
2. Water will be drawn from each of the New Wells for domestic purposes only on the condition that the bacterial water quality is tested annually and a treatment facility will be installed to the satisfaction of a Professional Engineer so as to ensure that water meets Canadian Drinking Water Quality Guidelines.
3. The burden of the covenants set out above will run with the Lands and will be binding upon the Covenantors, their heirs, personal representative, successors and assigns, but only during their respective seisins of the Lands.

IN WITNESS WHEREOF the Covenantors have executed this Covenant as their act and deed as if under seal by signing the attached Form C General Instrument - Part 1 on the date stated.

This is the instrument creating the condition or covenant entered into under Section 219 of the *Land Title Act* by the registered owner(s) referred herein and shown on the print of plan annexed hereto and initialled by me.

Approving Officer

END OF DOCUMENT



16 MAR 2005 11:59

EX028229

LAND TITLE ACT

FORM 11 (a)

(section 99 (1) (e), (j) and (k))

VIP78520

APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (CHARGE)

I, Michelle Olfrey, Registry Agent, 734 Broughton Street, Victoria, British Columbia, V8W 1E1,

(agent of Wolfgang Schwegler, Barrister & Solicitor, 410-1040 West Georgia Street, Vancouver, B.C. V6E 4H1, the owner of a registered charge) apply to deposit reference/explanatory plan of:

Reference Plan of Easement over parts of Lots 11 and 12, Section 17, Saturna Island, Cowichan District, Plan VIP 78516

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u) (see below)
3. Fees of \$ 54.

Dated the 16th day of March, 2005.

SIGNATURE

NOTE:

- (i) Under section 67 (u) the following reproductions of the plan must accompany this application:
 - (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (91) (a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

*The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway
- (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

16 MAR 2005 12 00

EX028229

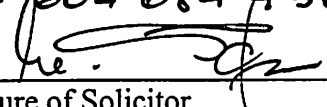
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 7 pages

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

WOLFGANG SCHWEGLER
410-1040 W. GEORGIA
VANCOUVER BC V6E 4H1
TEL (604) 684 4505

Signature of Solicitor

Wolfgang Schwegler
~~Davis & Company, Barristers & Solicitors~~
2800 Park Place, 666 Burrard Street
Vancouver, BC, V6C 2Z7
Telephone No. (604) 687-9444
~~Client No. 10371 File Ref. nls~~

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

not yet assigned

Lots 11 and 12, Section 17, Saturna Island, Cowichan District, VIP

3. NATURE OF INTEREST:*(DESCRIPTION)

DOCUMENT REFERENCE (page and paragraph)

PERSON ENTITLED TO INTEREST

Easement over Lots 11 and 12, Section 17, Saturna Island, Cowichan District, VIP 78516

Entire Instrument

Transferee, the registered owner of Lot A, Sections 16 and 17, Saturna Island, Cowichan District, Plan VIP77649

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

- D.F. No.
- Annexed as Part 2
- 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):*

F. WILLIAMS HOLDINGS LTD.

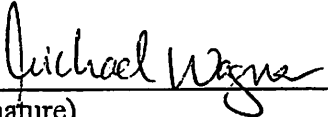
6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

DAVID ELFORD HOLDING COMPANY LTD., ^{INC. NO. 0138205} having a registered and records office at 717 West 18th Avenue, Vancouver, BC, V5Z 1W1

7. ADDITIONAL OR MODIFIED TERMS:*

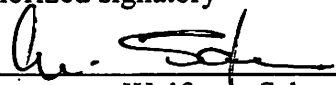
n/a

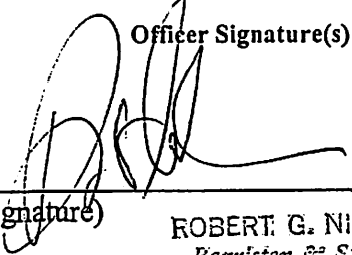
8. EXECUTION(S): This Instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this Instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

 (Signature)
Michael Wagner
 (Print Name) 2890 - 666 Burrard Street
 Vancouver, BC V6C 2Z7
 (Address) Tel: (604) 643-6360
 Fax: (604) 605-3795
 Notary in and for the Province
 (Professional Capacity) British Columbia

Execution Date

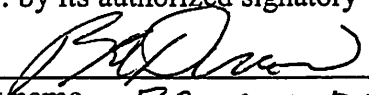
Y	M	D
04	12	02

Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)
 F. WILLIAMS HOLDINGS LTD. by its authorized signatory

 Print name - Wolfgang Schwegler

Officer Signature(s)

 (Signature)
ROBERT G. NIKELSKI
Barrister & Solicitor
 (Print Name) FRASER MILNER CASGRAIN LLP
 1500 - 1040 West Georgia Street
 (Address) Vancouver, B.C. V6E 4H8
 Telephone (604) 682-4460
 (Professional Capacity)

Execution Date

Y	M	D
05	02	16

Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)
 DAVID ELFORD HOLDING COMPANY LTD. by its authorized signatory

 Print name - BRYAN DIXON
 Print name -

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. 1979, c. 116, 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 on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

EASEMENT

BACKGROUND

- A. The Transferor is the registered owner in fee simple of lands which abut the public highway and which are described in Item 2 of Part 1 of this document ("Servient Lands").
- B. The Transferee is the registered owner in fee simple of lands which adjoin the Servient Lands and are described in Item 3 of Part 1 of this document ("Benefitting Lands").
- C. The Transferee requires an easement for emergency purposes over a portion of the Servient Lands comprising the area ("Easement Area") outlined in heavy black on the Explanatory Plan prepared by Brian G. Wolfe-Milner, BCLS and registered in the Land Title Office concurrently with this Agreement, a reduced photocopy of which is attached to this Agreement as Schedule 1, to provide access to and from the public highway for the benefit of the Benefitting Lands.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

ARTICLE 1

GRANT OF EASEMENT

- 1.1 **Grant.** The Transferor grants to the Transferee a non-exclusive easement ("Easement") for the use and enjoyment of the Transferee and its licensees and agents to enter at all times of the day or night in, over and upon the Easement Area for the purpose of entering into or exiting from the Benefitting Lands, by foot or by vehicle solely for the purpose of emergency access, such emergency caused by fire or medical requirements.
- 1.2 **Agreement by Transferor.** The Transferor will:
- a) not make, place, erect or maintain any building, structure, foundation, excavation, well, pile of material or obstruction upon any portion of the Easement Area which blocks or restricts or is likely to block or restrict the free passage of pedestrian or vehicular traffic in and upon the Easement Area;

- b) not do or knowingly permit to be done any act or thing which will obstruct access by the Transferee or its licensees or agents upon the Easement Area; and
- c) from time to time and at all times upon every reasonable request and at the cost of the Transferee, do or cause to be done all such further lawful acts required to assure to the Transferee, the rights, liberties and Easement granted by this Agreement.

1.3 Agreement by Transferee. The Transferee will:

- a) use the Easement Area solely for the purposes specified in this Agreement and conduct itself, and cause all those within its control to conduct themselves, in a lawful manner during any use by any of them of the Easement Area;
- b) not make, place, erect or maintain any building, structure, foundation, excavation, well, pile of material or obstruction upon any portion of the Easement Area which blocks or restricts or is likely to block or restrict the free passage of pedestrian or vehicular traffic in and upon the Easement Area;
- c) not do or knowingly permit to be done any act or thing which will obstruct access by the Transferor or its licensees or agents upon the Easement Area; and
- d) indemnify and save harmless the Transferor from any and all costs, loss, damages or expenses in any way arising from or caused by any use by the Transferee, its licensees and agents or those for whom the Transferee is responsible in law, of the Easement Area or otherwise directly or indirectly caused by anything done or omitted to be done by the Transferee, its licensees and agents or those for whom the Transferee is responsible in law, under this Agreement.

ARTICLE 2

GENERAL

2.1 Binding Agreement. The Easement, covenants and agreements set out in this Agreement will burden and run with the Servient Lands and each and every part into which they may be subdivided and the owner or owners of the Servient Lands from time to time.

2.2 Benefit of Easement. The Easement and the benefits, burdens and obligations of the Transferee will run with and enure to the benefit of the Benefitting Lands and the owner of the Benefitting Lands from time to time and the owner's respective servants, agents, licensees, invitees, sublessees, assigns and successors.

2.3 Restriction on Liability. In spite of anything contained in this Agreement, the Transferor will not be liable under any of the covenants and agreements contained in this Agreement where

liability arises by reason of an act or omission occurring after the Transferor ceases to have any further interest in the Servient Lands or the relevant portion of the Servient Lands.

2.4 No Restriction. Nothing in this Agreement will be interpreted to restrict or prevent the Transferor, or its licensees and agents, from using the Easement Area in any manner which does not interfere with the use of the Transferee, and its licensees and agents, of the Easement Area for the purposes provided in this Agreement.

2.5 Relocation of Easement Area. The Transferor may, upon not less than 60 days' notice to the Transferee, relocate the Easement Area to a new easement area ("New Easement Area"), the size and location of which will be determined by the Transferor and will not require the approval of the Transferee. The notice specifying the change to the New Easement Area will be accompanied by a discharge of this Agreement ("Discharge") and a new agreement ("New Agreement") granting to the Transferee a new easement over the New Easement Area on the same terms and conditions contained in this Agreement. The Provided that the location of the New Easement Area does not significantly interfere with the Transferee's use and enjoyment of the Benefitting Lands, he Transferee agrees to sign and deliver the Discharge and New Agreement in registrable form within 30 days after receiving them from the Transferor, whereupon the Transferor will execute the New Agreement and arrange for registration in the appropriate Land Title Office concurrently with the Discharge. The Transferee will take such other actions and sign such other documents as may be reasonably required to carry out the provisions of this paragraph. The Transferor shall be responsible for the costs of preparing the Discharge and the New Agreement and the costs of registration thereof.

2.6 Term. This Agreement will continue indefinitely ("Term") unless earlier terminated as provided in paragraph 2.7.

2.7 Early Termination. The Transferor may terminate this Agreement prior to the expiration of the Term, on not less than 90 days' notice to the Transferee if, at any time the Transferee, its invitees, agents or licensees breach the terms of this Agreement.

ARTICLE 3

INTERPRETATION

3.1 Further Assurances. Each of the parties will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.

3.2 Time of Essence. Time will be of the essence of this Agreement.

3.3 Gender and Number. Words in one gender include all genders, and words in the singular include the plural and vice versa.

3.5 Severability. If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

3.6 Governing Laws. This Agreement will be governed by and construed in accordance with British Columbia law and applicable Canadian law and will be treated in all respects as a British Columbia contract.

3.7 Legislation. In this Agreement, any reference to legislation includes a reference to the legislation and to any regulations made under that legislation as that legislation or those regulations may be amended or re-enacted from time to time.

3.8 Joint and Several. If a party is more than one person under this Agreement every representation, covenant and agreement on the part of the party to be observed and performed by that party will be the joint and several representation, covenant and agreement of each person comprising the party.

3.9 Entire Agreement. This Agreement is the entire agreement between the parties relating to the Servient and Benefitting Lands and supersedes any prior agreement, and neither party is bound by any representation, warranty or agreement not included in this Agreement, and in particular, no representation or warranty of a party not expressed in this Agreement is to be implied.

**REFERENCE PLAN OF EASEMENT OVER PARTS OF
LOTS 11 AND 12, SECTION 17, SATURNA ISLAND,
COWICHAN DISTRICT, PLAN VP**

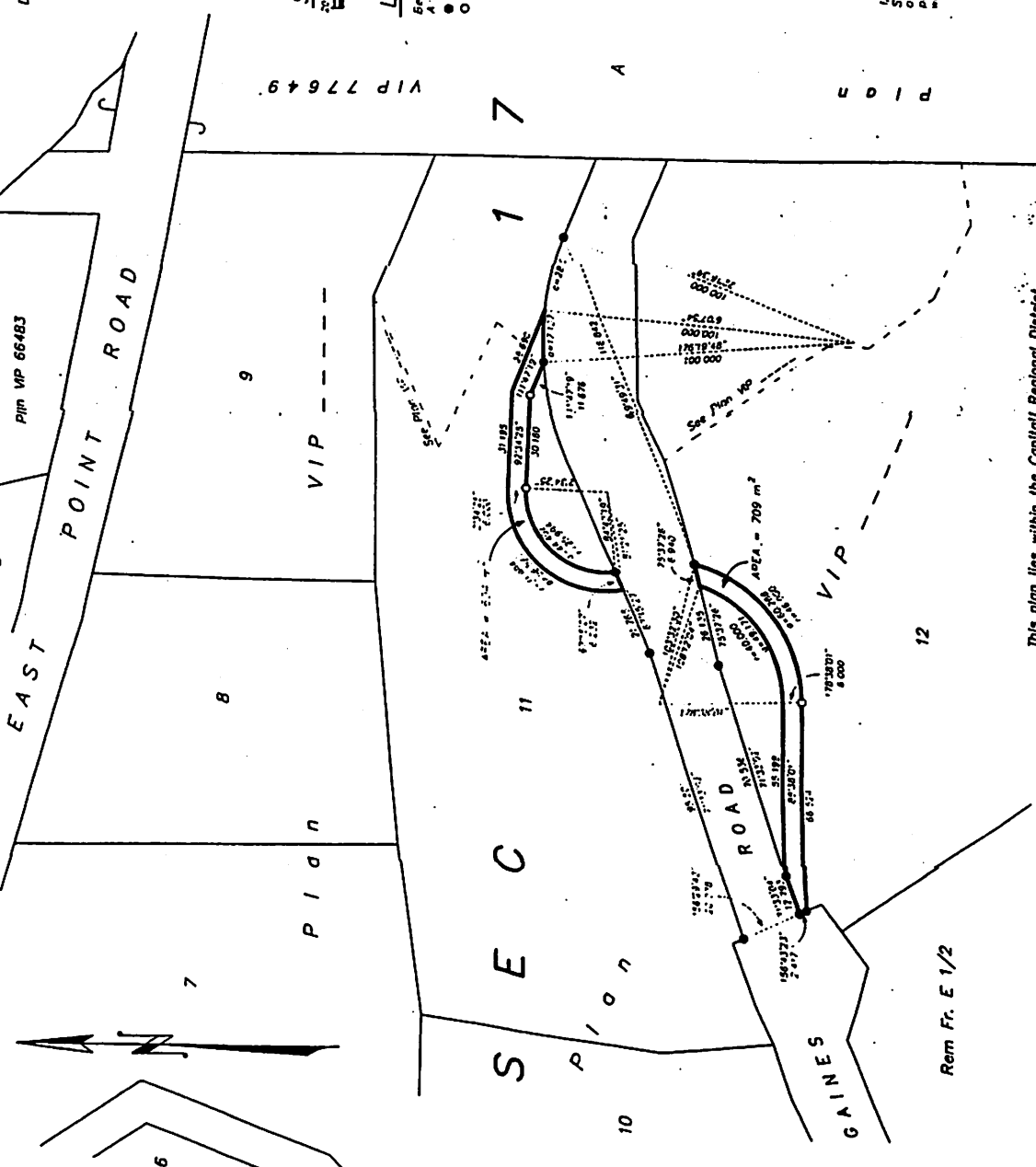
B.C.G.S. 92B.085

PLAN VP

Deposited in the Land Title Office at Victoria, B.C.,
this _____ day of _____, 20____

Registrar

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



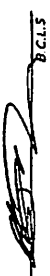
Scale - 1 : 1000



LEGEND

- Examples are astronomical bearings from B.M. 40
- A distance of 100 metres and 200 metres
- Stations on the plan
- Stations on the first page

I, Brian C. Wolfe-Miner, a British Columbia land surveyor, of
Salt Spring Island, in British Columbia, certify that I was present
at and personally supervised the survey represented by this
plan, and that the survey and plan are correct. The survey
was completed on the 28th day of October 1998



This plan lies within the Capital Regional District

Brian C. Wolfe-Miner
Land Surveyor
Salt Spring Island, B.C.
2001 05 28

