

TITLE SEARCH PRINT

2025-12-08, 06:28:17

File Reference: CLHBID/wf

Requestor: Whitney Fournier

Declared Value \$780000

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

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

CA1658343

From Title Number

EV2276

Application Received

2010-07-16

Application Entered

2010-07-26

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

KURIACON HOLDINGS LTD., INC.NO. C0680279
7830 TELEGRAPH TRAIL
LANGLEY, BC
V1M 3P7

Taxation Authority

Capital Assessment Area

Description of Land

Parcel Identifier:

005-852-722

Legal Description:

LOT 1, SECTION 5, RANGE 2, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT,
PLAN 6405, EXCEPT PART SHOWN OUTLINED IN RED ON PLAN 1018R

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 4, DEPOSITED
JULY 11TH, 1974

Charges, Liens and Interests

Nature:

RIGHT OF WAY

Registration Number:

152074G

Registration Date and Time:

1951-03-19 12:38

Remarks:

NORTH 20 FEET APPURTENANT TO
PARCEL 1, PARCEL C, SECTION 6,
RANGE 2, SOUTH SALT SPRING ISLAND,
COWICHAN DISTRICT

TITLE SEARCH PRINT

File Reference: CLHBID/wf

Declared Value \$780000

2025-12-08, 06:28:17
Requestor: Whitney Fournier

Nature:	COVENANT
Registration Number:	ET69496
Registration Date and Time:	2002-06-21 08:52
Registered Owner:	THE NATURE TRUST OF BRITISH COLUMBIA INCORPORATION NO. S9934
Remarks:	INTER ALIA PART IN PLAN VIP73857

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	ET69497
Registration Date and Time:	2002-06-21 08:52
Registered Owner:	THE NATURE TRUST OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

1901 FULFORD-GANGES RD SALT SPRING ISLAND V8K 2A6

Area-Jurisdiction-Roll: 01-764-00001.034



Total value **\$328,815** ^[1]

2025 assessment as of July 1, 2024

Land	\$48,115
Buildings	\$280,700

Previous year value **\$320,115**

Land	\$49,915
Buildings	\$270,200

Property information

Year built	1947
Description	1 STY house - Basic
Bedrooms	2
Baths	1
Carports	
Garages	
Land size	37.59 Acres
First floor area	926
Second floor area	
Basement finish area	
Strata area	
Building storeys	1
Cross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LOT 1, PLAN VIP6405, SECTION 5, RANGE 2, COWICHAN LAND DISTRICT, PORTION SALT SPRING ISLAND, EXCEPT PLAN 1018R, EX PT OUTLINED IN RED ON PL 1018R
 PID: 005-852-722

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

Form No. 226. Statutory Declaration

Diggon-Hibben Ltd., Law Printers & Stationers, Victoria, B.C.

D.O. 1520746

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

In the Matter of

To wit:

I, **Gavin C. Mout** of the
of **Ganges** in the Province of British Columbia,
Do Solemnly Declare that **Lewis P. Larsen, Giovanna L. Hanke and Lawrence Hanke**
are all the shareholders of **Burgoyne Farms Ltd.**

NOTARY PUBLIC

DECLARATION
STATUTORY

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "CANADA EVIDENCE ACT."

DECLARED before me at
Ganges in the
Province of British Columbia this
20th day of **May**
A.D. 1950

Gavin C. Mout

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

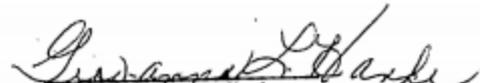


152074

Ganges, B. C.
December 22nd 1949.

WE, Lewis P. Larsen, Giovanna L. Hanke and Lawrence Hanke, the shareholders of Burgoyne Farms Ltd., hereby consent to the attached right of way from Burgoyne Farms Ltd. to Lewis P. Larsen and the said right of way is over All that part of Lot One (1) of Section Five (5), Range Two (2) South Salt Spring Island, Cowichan District, Plan 6405, LYING to the North of a straight line drawn parallel to and perpendicularly distant 20 feet from the northerly boundary of said Lot 1.


Lewis P. Larsen


Giovanna L. Hanke


Lawrence Hanke

LAND REGISTRY ACT

FORM Q. (Section 59).

For the Secretary (or other Officer) of a Corporation

I HEREBY CERTIFY that, on the 24th day of October, 1949,
 at Ganges, in the Province of British Columbia
Giovanna L. Hanke [whose identity has been proved by the evidence on oath of
 _____, who is] personally known to me,
 appeared before me and acknowledged to me that he is the Secretary of
Bourgoyne Farms Ltd., and that he is the person
 who subscribed his name to the annexed instrument as Secretary of the said
Bourgoyne Farms Ltd. and affixed the seal of the
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
Ganges, B.C., this 24th day of
October, in the year of our Lord one thousand nine hundred
 and forty-nine.



 A Notary Public in and for the Province of British Columbia.
 A Commissioner for taking Affidavits within British Columbia.

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

LAND REGISTRY ACT

152074

FORM Q. (Section 59).

For the Secretary (or other Officer) of a Corporation

I HEREBY CERTIFY that, on the 24th day of October, 1949, at Ganges, in the Province of British Columbia, Lewis P. Parsen [whose identity has been proved by the evidence on oath of _____, who is] personally known to me, appeared before me and acknowledged to me that he is the President of Burgoyne Farms Ltd., and that he is the person who subscribed his name to the annexed instrument as President of the said Burgoyne Farms Ltd., and affixed the seal of the 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 Ganges, this 24th day of October, in the year of our Lord one thousand nine hundred and forty-nine

[Signature]
 A Notary Public in and for the Province of British Columbia.
 A Commissioner for taking Affidavits within British Columbia.

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

152074

THIS INDENTURE made in duplicate the twenty-fourth day of October, 1949

BETWEEN:

BURGOYNE FARMS LTD. of Burgoyne Bay, British Columbia,
(Hereinafter called the "Grantor")

OF THE FIRST PART

AND

LEWIS P. LARSEN of Burgoyne Bay, British Columbia,
(Hereinafter called the "Grantee")

OF THE SECOND PART

WITNESSETH that in consideration of the sum of One dollar (\$1.00) now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor hereby grants, conveys and confirms to the Grantees, their heirs, executors and administrators and assigns, the right at any time to enter upon the lands of the Grantor more particularly known and described as: ALL THAT PART of that part of Lot 1 of Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, ~~situated between the east and west sides of~~ LYING *ATX* to the North of a straight line drawn parallel to and perpendicularly distant *9.5 ft* twenty (20) feet from the northerly boundary of said Lot 1, for the purpose of egress from and access to the property of the Grantee, which said property is known and described as: That part of ^{Parcel "C" of} Section 6, Range 2, South Salt Spring Island, Cowichan District, COMMENCING at the North West corner of said Section 6, Range 2, thence Easterly and following the Northerly boundary of said Section 6 a distance of Two hundred (200) feet, thence Southerly and parallel to the Westerly boundary of said Section 6 a distance of Seven hundred and fifty (750) feet, thence Westerly and parallel to the Northerly boundary of said Section 6 to point of intersection with the Westerly boundary of said Section 6, thence Northerly and following the Westerly boundary of said Section 6 to point of commencement.

For such rights the Grantee shall pay the sum of One dollar (\$1.00) to the Grantors on the 24th day of October in each and every year.

The rights of the Grantee shall be in respect of all of the aforementioned property of the Grantee.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

the day first above written.

SIGNED, SEALED AND DELIVERED in the Presence of:

Olav M. Mathewson
George Stenographer

SIGNED, SEALED AND DELIVERED in the Presence of:

Olav M. Mathewson
George Stenographer

BURGOYNE FARMS LTD.

Lewis P. Larsen
President

Siobhanna L. Lyke
Secretary

IN THE PRESENCE OF:
WORLD'S BEST AND CHEAPEST
IN THE PRESENCE OF:

REGISTERED
MONTGOMERY
PROXY

NO. 152074G
REGISTERED THE 21 DAY OF May 1951
IN Index BOOK, VOL. 1871400N
APPLICATION RECEIVED THE 19 DAY OF May
1951 AT THE HOUR OF 12:30 P.M.

REGISTRAR

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said State of Maryland, at the City of Baltimore, this 19th day of May, 1951.

OF THE RECORDS AND
(Notary Public for the State of Maryland)

OF THE RECORDS AND
(Notary Public for the State of Maryland)

152074G

28 JUN 2002 08 52 FILE AC31
 FORM C
 (Section 233)
 Province of British Columbia

(Priority)
 ET073992

21 JUN 2002 08 52
 and
 21 JUN 2002 08 52

ET069497 (SRW)
 ET069496 (Covenant)

ET073991 (Priority)

Page 1 of 14

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

1. APPLICATION:

Ian Cassie, of Fasken Martineau DuMoulin LLP
 Barristers and Solicitors
 2100 - 1075 West Georgia Street
 Vancouver, BC V6E 3G2
 604 631 3131

DYE & DURHAM CO. INC.

Signature of Ian Cassie

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

(PID)	(LEGAL DESCRIPTION)					
	See Schedule	02	02/06/28 14:30:50	01	VI	400687 CHARGE \$110.00

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Covenant under Section 219 of the Land Title Act over part in Plan VIP <u>73857</u>	Article 2.1, Page 4	Transferee 01 02/06/21 08:53:22 01 VI 397819 CHARGE \$110.00
Statutory Right of Way Priority Agreement	Article 3.1, Page 6 Article 6 Page 12	Transferee Transferee

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

- (a) Filed Standard Charge Terms D.F. Number
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 to this Instrument

A selection of (a) or (b) 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):*

TEXADA LAND CORPORATION, (Inc. No. 583213) (as to covenant and statutory right of way)
 THE MANUFACTURERS LIFE INSURANCE COMPANY (Inc. No. A-44039) (as to priority)

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

THE NATURE TRUST OF BRITISH COLUMBIA, (Reg. No. 9934 XS), 260 - 1000 Roosevelt Crescent, North Vancouver, B.C. V7P 1M3

02 02/06/28 14:30:56 01 VI 400687
 DEFECT / WITHDR \$30.00

7. **ADDITIONAL OR MODIFIED TERMS:***

N/A

8. **EXECUTIONS:**** 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)

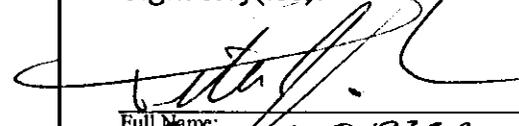
Y	M	D
2002	06	13
2002	05	22

PARTY(IES) SIGNATURE(S)

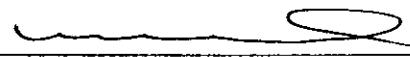


GREG FABBRO
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
DIRECT 604-643-7190

THE NATURE TRUST OF BRITISH COLUMBIA by its Authorized Signatory(ies):



Full Name: PETER J. SPIRAN


Full Name: C.W. EDWARDS


lawyer 604-331-6018
11th floor 938 Howe Street
Vancouver B.C.
V6Z 1N9

TEXADA LAND CORPORATION by its Authorized Signatory(ies):


Full Name: ROBERT J. MACDONALD

Full 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. 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 execution of this instrument.

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

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

COMM/NAT00145/655485.7

Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

OFFICER SIGNATURE(S)



200 Bloor Street
Toronto Ontario
M4W 1E5
Notary Public
for the Province
of Ontario

EXECUTION DATE

Y	M	D
2002	05	30

PARTY(IES) SIGNATURE(S)

THE MANUFACTURERS LIFE
INSURANCE COMPANY by its
Authorized Signatory(ies):



Full Name: WILLIAM EEKWES

Full 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. 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 execution of this instrument.

COMM/NAT00145/655485.7

Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

**LAND TITLE ACT
FORM E****SCHEDULE**

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

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

(PID)	(LEGAL DESCRIPTION)
✓ 002-508-753	Parcel 1, (DD211395-I) of Parcel C (DD85892-I), of Section 6, Range 2, South Salt Spring Island Cowichan District
✓ 005-852-684	That Part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on plan 1018R
✓ 005-852-722	Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, except part shown outlined in red on plan 1018R
✓ 024-879-525	Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
✓ 002-345-536	Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395-I) of said Parcel C and Except That Part in Plan 5974

COMM/NAT00145/655485.7

Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

TERMS OF INSTRUMENT - PART 2

This Instrument is dated for reference only December 1, 2001.

WHEREAS:

- A.** This Instrument grants charges over in the parcels of land described in Item 2 of Part 1 of this General Instrument (together the "Parcels" and each a "Parcel");
- B.** In this Terms of Instrument - Part 2:
- 1.** the "Nature Trust" refers to the transferee, The Nature Trust Of British Columbia and its assigns;
 - 2.** the "Owner" refers to the transferor, Texada Land Corporation and its successors and assigns, including, without limitation, as to each of the Parcels, the subsequent owners thereof from time to time; and
 - 3.** "Manulife" refers to the transferor The Manufacturers Life Insurance Company;
- C.** The Owner is the registered owner of the Parcels and Fulford Creek (the "Creek"), runs through the Parcels;
- D.** The Creek is an important spawning stream for Coho Salmon and Sea-run Cutthroat Trout;
- E.** Restrictions on the use of the creek side areas within the Parcels are needed to maintain the Creek as a spawning stream for Coho Salmon and Sea-run Cutthroat Trout;
- F.** The creek side areas within the Parcels are within the portions of the Parcels outlined in heavy line on the Reference Plan to Accompany Covenants representing a survey superintended by G. E. Fiedrich B.C.L.S. completed the 18th day of May 2000 and deposited in the Victoria Land Title Office under number VIP 73857, a reduced copy of which is attached to this Instrument as Schedule "A" (the "Creek Side Areas");
- G.** The Owner has agreed to:
- 1.** certain restrictions on the use of the Creek Side Areas and the activities that may be carried on in those areas; and
 - 2.** to the provision to the Nature Trust of limited rights of access to the Parcels for purposes connected with the maintenance of the Creek as a spawning stream for Coho Salmon and Sea -run Cutthroat Trout,
- all as set out below; and
- H.** Manulife is the owner of mortgage registered against the Land in the Land Title Office under EN100790 (the "Bank Charge") and has agreed to grant priority over the Bank Charge for the covenant and statutory right of way created hereby.

NOW THEREFORE in consideration of the payment of two dollars (\$2.00) by the Nature Trust to the Owner, the receipt and sufficiency of which is acknowledged, and in consideration of the promises exchanged below, it is agreed as follows, *inter alia*, in accordance with sections 218 and 219 of the *Land Title Act* (British Columbia):

ARTICLE 1 INTERPRETATION**1.1 Definitions**

In this Instrument:

- (a) "Business Day" means every day save for Saturdays, Sundays and holidays;

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

- (b) "Creek Segment" means that portion of the Creek which runs through the Creek Side Areas including, for certainty, the Pond;
- (c) "Easement Plan" means the Reference Plan to Accompany Easements representing a survey superintended by G. E. Fiedrich B.C.L.S. completed the 12th day of February 2001 and deposited in the Victoria Land Title Office under number VIP 73856, a reduced copy of which is attached to this Instrument as Schedule "B";
- (d) "Lot 1" means PID 024-879-525 Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520;
- (e) "Parcel 1" means PID 002-508-753 Parcel 1, (DD211395-I) of Parcel C (DD85892-I), of Section 6, Range 2, South Salt Spring Island Cowichan District;
- (f) "Parcel C" means PID 002-345-536 Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395-I) of said Parcel C and Except That Part in Plan 5974
- (g) "Stable State" means the state of the of the Creek Side Areas and Creek Segment as at September 25, 2001 with:
 - (i) such gradual changes thereto as from time to time occur as a result of natural processes, including windthrow and usual seasonal flooding and erosion; and
 - (ii) such changes thereto as may from time to time take place as a result of the use of the Creek Side Areas in compliance with the provisions of this Instrument;
- (h) "Pond" means the pond that is substantially located in that portion of the Creek Side Areas within the Parcel described as Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520;
- (i) "Prior Easements" means the easements permitting the use of portions of the Creek Side Areas for access purposes registered in priority to the interests in the Parcels created under this Instrument; and
- (j) "Report" means the baseline report completed for the Nature Trust and available for review at its head office in British Columbia, that describes the Creek Side Areas and the Creek Segment in text, maps, photographs and otherwise as at September 25, 2001.

1.2 Rules of Construction

In this Instrument:

- (a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) Where a word or expression is defined in this Instrument, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (c) Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Instrument;
- (d) Article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Instrument;

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

- (e) The word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Instrument;
- (f) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided; and
- (g) Reference to a "party" or the "parties" is a reference to a party, or the parties, to this Instrument and their respective heirs, executors, administrators, successors and assigns.

1.3 Prior Easements

The interests in the Parcels created by this Instrument shall be subject to exercise of the rights granted under the Prior Easements.

1.4 Owner not Liable

The Owner shall not liable for:

- (a) any breaches of this Instrument in respect of the Creek Side Areas within a Parcel which occur after the Owner has disposed of all of the Owner's interest in the Parcel;
- (b) injury or alteration to the Creek Side Areas or the Creek Segment within or bordering on a Parcel, as the case may be, resulting from:
 - (i) natural causes including accidental fire, flood, storm and earth movement;
 - (ii) causes beyond the reasonable control of the Owner, including due to vandalism or trespass, but excluding, for certainty, injury or alteration resulting from actions of the Owner or actions by or on behalf of any person expressly or impliedly permitted by the Owner;
 - (iii) for certainty, any action taken by the Owner in accordance with this Instrument; or
 - (iv) any injury or alteration to the Creek Side Areas caused by the Nature Trust.

1.5 Manulife

Manulife is a party hereto only for the purpose of granting priority under Article 6.

ARTICLE 2 RESTRICTIONS ON USE

2.1 Section 219 Covenant

The Owner covenants with the Nature Trust under Section 219 of the *Land Title Act* that hereafter the Creek Side Areas shall not be used, or expressly or impliedly permitted to be used, by or on behalf of any person for any activity or any purpose, and shall not in any manner be built on or have any material or substance placed on them, if such use, activity, purpose, building or placement would create a material risk of:

- (a) soil, rocks, gravel, vegetation, silt, leachate or other deleterious substance, including without limitation, any herbicide or pesticide, including but not limited to insecticides and fungicides, being washed into, released or otherwise introduced into the Creek Segment or the waters thereof;
- (b) a material reduction in vegetation cover within the Creek Side Areas; or
- (c) the erosion of the Creek Side Areas into the Creek Segment or the waters thereof,

including, without limitation, by reason of the cutting down, removal or defoliation of vegetation, the gathering of plants or plant material, the grazing of domestic animals, the removal of standing or downed dead trees or fallen branches or any parts thereof or the construction, building, installation, affixing or placing any buildings, structures, fixtures, improvements or roads on or within the Creek Side Areas.

2.2 Not Restricted or Prohibited

Despite the restrictions contained in this Instrument the Owner shall have the right to carry out or permit to be carried out on and in the Creek Side Areas activities necessary to or for farming activities carried out on the portions of the Parcels outside of the Creek Side Areas, compliance with the requirements of applicable laws affecting the Creek Side Areas and activities required or *bona fide* done:

- (a) for the enhancement, restoration and rehabilitation of the Creek Segment carried out under or in accordance with the provisions of this Instrument;
- (b) to prevent injury or death of any natural person;
- (c) to prevent, abate or mitigate any material physical damage to any portion of the Parcels outside of the Creek Side Areas or any personal property situate thereon due to natural forces or fire,

and, for certainty, the Owner shall be at liberty to enter onto the Creek Side Areas for such purposes or any of them.

Any destruction, impairment, diminishment or alteration of the Creek Side Areas and the Creek Segment, from or relative to the existing Stable State occasioned by such activities or any of them shall be the minimum reasonably required to carry out such activities.

2.3 Notice

If any such activity on or in the Creek Side Areas would be subject to the restrictions contained in this Instrument if not for Article 2.2 then, except in the case of an emergency, prior to undertaking such work or activity, the Owner shall give at least 15 days' written notice to the Nature Trust, describing in reasonable detail the proposed work or activity, the reason for it, and its likely effect on the Creek Side Areas and in such event:

- (a) on receipt of such notice the Nature Trust shall be entitled to enter upon and inspect the portion of the Creek Side Areas affected by such notice under the access provisions of this Instrument;
- (b) the Nature Trust may within such notice period set reasonable conditions for the carrying out of the proposed work or activity; and

the Owner shall comply with such reasonable conditions in the carrying out of the proposed work of activity.

2.4 Specific Exemptions

Despite the restrictions contained in this Instrument the Owner shall have the right to use, occupy and maintain the Creek Side Areas in any way that is not restricted or prohibited by this Instrument, and shall be at liberty, but for certainty under no obligation, to carry out or permit to be carried out the following activities on and in the Creek Side Areas:

- (a) construction, maintenance, renewal, repair and use from time to time, of a roadway through that part of the Creek Side Areas within Lot 1, including a bridge if required, as needed to connect the portion of Lot 1 north of the Creek Side Areas to the portion of Lot 1 south of the Creek Side Areas by way of a

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

road located within the portions of Parcel 1 and Parcel C outlined in heavy line on the Easement Plan;

- (b) use, maintenance, renewal and repair from time to time, of the dock and access thereto, within the portion of the Creek Side Areas that abuts the Pond and the bed and shore of the Pond;
- (c) fishing by the Owner and its invitees in accordance with applicable laws;
- (d) laying out or construction of footpaths to accommodate single file pedestrian traffic provided the same are laid out or constructed without the removal of mature trees and with proper drainage so as to minimize soil erosion;
- (e) installation, maintenance, repair and replacement of dams, pipes and works under water licenses for the Creek from time to time issued by the Provincial Ministry administering the *Water Act*, provided the Owner shall send written notice of such action to the Nature Trust 30 days in advance of any work commencing;
- (f) habitat improvement, including placement of spawning gravel, alteration of hydrology, felling selected live trees and moving downed trees to provide large woody debris, provided that any habitat improvement work is planned in consultation with a registered professional biologist and receives prior written approval of the Nature Trust, not to be unreasonably withheld and any in-creek habitat improvement receives all approvals necessary under federal, provincial and local regulations,
- (g) activities consistent with the intent of this Agreement that are necessary or beneficial for enhancement or restoration on the Creek Side Areas, but only with the prior written approval of the Nature Trust, not be withheld unreasonably; and
- (h) construction, maintenance and repair of fish ladders, pipes, and flow measure devices in and around the Creek Segment for the purpose of salmonid enhancement by the Salmonid Enhancement Society (or a successor organization approved by the Provincial Ministry administering the *Water Act* or the Federal Ministry administering the *Fisheries Act*),

provided that any destruction, impairment, diminishment or alteration of the Creek Side Areas and the Creek Segment, from or relative to the existing Stable State occasioned by such activities or any of them shall be the minimum reasonably required to carry out such activities.

2.5 Requesting Consent

In requesting consent from the Nature Trust the Owner shall provide detailed information and drawings respecting proposed work or activities in the Creek Side Areas to the satisfaction of the Nature Trust acting reasonably.

ARTICLE 3 ACCESS RIGHTS

3.1 Statutory Right of Way

The Owner grants to the Nature Trust a statutory right of way pursuant to Section 218 of the *Land Title Act* for the following purposes:

- (a) not more than once each calendar year and upon reasonable notice to the Owner, to enter upon the Parcels to inspect the Creek Side Areas and the Creek Segment and the waters thereof including as part of such inspection,

- taking soil, water and other samples, photographs and video or sound recordings;
- (b) upon receipt of the consent of the Owner to such entry, including as to the area and duration thereof, such consent not to be unreasonably delayed or refused, to enter upon the Parcels:
- (i) to carry out works on the Creek Side Areas for the purpose of protecting, preserving, conserving, maintaining, enhancing, rehabilitating or restoring the Creek Segment and the waters thereof, in or to as near the Stable State, as at the date mentioned in the definition thereof, as is practicable;
 - (ii) to install, replace, maintain and monitor fish ladders, pipes, flow measuring devices and other works that do or are intended to enhance or maintain or monitor the fish habitat values of the Creek Segment, including works for passage and preservation of fish in the Creek Segment; and
 - (iii) to carry out or evaluate, or both, any program for the protection, preservation, conservation, maintenance, enhancement, restoration or rehabilitation of all or any portion of the Creek Segment;
- (c) to erect maintain and repair a plaque or sign in accordance with the provisions of this Instrument.

3.2 Terms of Entry for Inspection

Any entry onto the Parcels for inspection purposes shall be on foot, by no more than two representatives, agents or employees of the Nature Trust, and shall take place on existing roads and paths and away from any occupied buildings, to the extent reasonably possible.

3.3 Terms of Other Entry

All entry onto the Parcels by the Nature Trust other than for inspection purposes shall be in accordance with the consent of the Owner given under Article 3.1(b).

3.4 Sign

The Nature Trust may at its expense erect a tasteful plaque or other sign on the Parcels, indicating that the Creek Side Areas have been protected by this Covenant. The size, style and location of the plaque or sign must be approved by the Owner prior to its placement, such approval not to be unreasonably withheld.

ARTICLE 4 GENERAL

4.1 Assignment by Nature Trust

This rights and the interests in each of the Parcels created hereunder may be transferred by the Nature Trust only with the consent in writing of the registered owner thereof at the time of transfer. The Nature Trust may only assign such rights and interests to a person or entity qualified by law at the time of transfer to hold the same under Section 219 of the *Land Title Act* (or any successor provision then applicable) and any applicable regulations.

4.2 No Public Rights

No right of access by the general public to any portion of the Parcels or the Creek Side Areas is conveyed or created by this Instrument.

4.3 Waiver

An alleged waiver of any breach of this Instrument by a Nature Trust is effective only if it is an express written waiver signed by the Nature Trust, and shall not operate as a waiver of any other breach.

COMM/NAT00145/655485.7

Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

4.4 Subsequent Enforcement

The failure of a Nature Trust to require performance by the Owner at any time of any obligation under this Instrument shall not affect the Nature Trust's right to subsequently enforce that obligation.

4.5 Severance

If any part of this Instrument is held to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Instrument and the rest of this Instrument is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Instrument.

4.6 Entire Agreement

This Instrument is the entire agreement between the parties and it terminates and supersedes all other agreements and arrangements regarding its subject.

4.7 Rights Perpetual

This interests in the Parcels created hereby shall be perpetual and may only be changed by a written instrument signed by all the parties

4.8 Exercise by Representatives

A Nature Trust may exercise its rights under this Instrument through its directors, officers, employees, agents or contractors.

4.9 Enurance

This Instrument and the provisions hereof and interests in land hereunder shall enure to the benefit of and be binding on the Owner and each of the Nature Trust and their respective heirs, executors, administrators, successors and assigns.

ARTICLE 5 NOTICE**5.1 Rules**

Any notice or other communication (collectively "notice") required or permitted under this Instrument must be in writing and may be delivered by hand, sent by facsimile to the respective facsimile numbers set out below or sent by pre-paid registered mail to the respective addresses as set out below.

If notice is delivered on a Business Day prior to 4 p.m. local time or is received by facsimile on a Business Day prior to 4 p.m. local time, it shall be deemed to be given on that day and otherwise shall be deemed to have been given on the next Business Day;

If notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth Business Day following the day on which the notice was sent from a post office in Canada unless within such period of time there is any labour dispute or other event that affects the operation of the postal service, in which case such notice shall not be considered to have been received until delivered or received by facsimile in accordance with this Article.

5.2 Addresses

The contact information for the parties is as follows:

Texada Land Corporation
11th Floor 938 Howe Street
Vancouver, B.C. V6Z 1N9

FACSIMILE NUMBER: 604 331 6048

The Nature Trust of British Columbia
260 - 1000 Roosevelt Crescent,
North Vancouver, BC, V7P 1M3

FACSIMILE NUMBER: 604 924 9772

or as provided by notice given in accordance with this Instrument.

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Solicitors for The Nature Trust of British Columbia
May 16, 2002

Page 12 of 14

If the ownership of the Parcels has changed, the address of the Owner for a Parcel shall be the address of the registered Owner in fee simple of the Parcel as indicated on title to the Parcel at the applicable Land Title Office at the time of notice.

ARTICLE 6 PRIORITY

Manulife joins in this Instrument only for the purpose of consenting to this Agreement and to grant, and does hereby grant, in respect of this Instrument and the covenant under Section 219 of the *Land Title Act* and the statutory right of way created hereby (the "Charges"), priority over the interest of Manulife in the Land by virtue of the Bank Charge and Manulife does therefore and does hereby postpone the Bank Charge and its right, title and interest thereunder in and to the Land to the Charges with the intent that the rights and interest of Manulife in the Land under the Bank Charge shall be wholly subject to the Charges to the same effect and extent as if this Instrument had been dated, executed and delivered before the instrument or instruments creating the Bank Charge and the Charges had been registered against the Land before the Bank Charge.

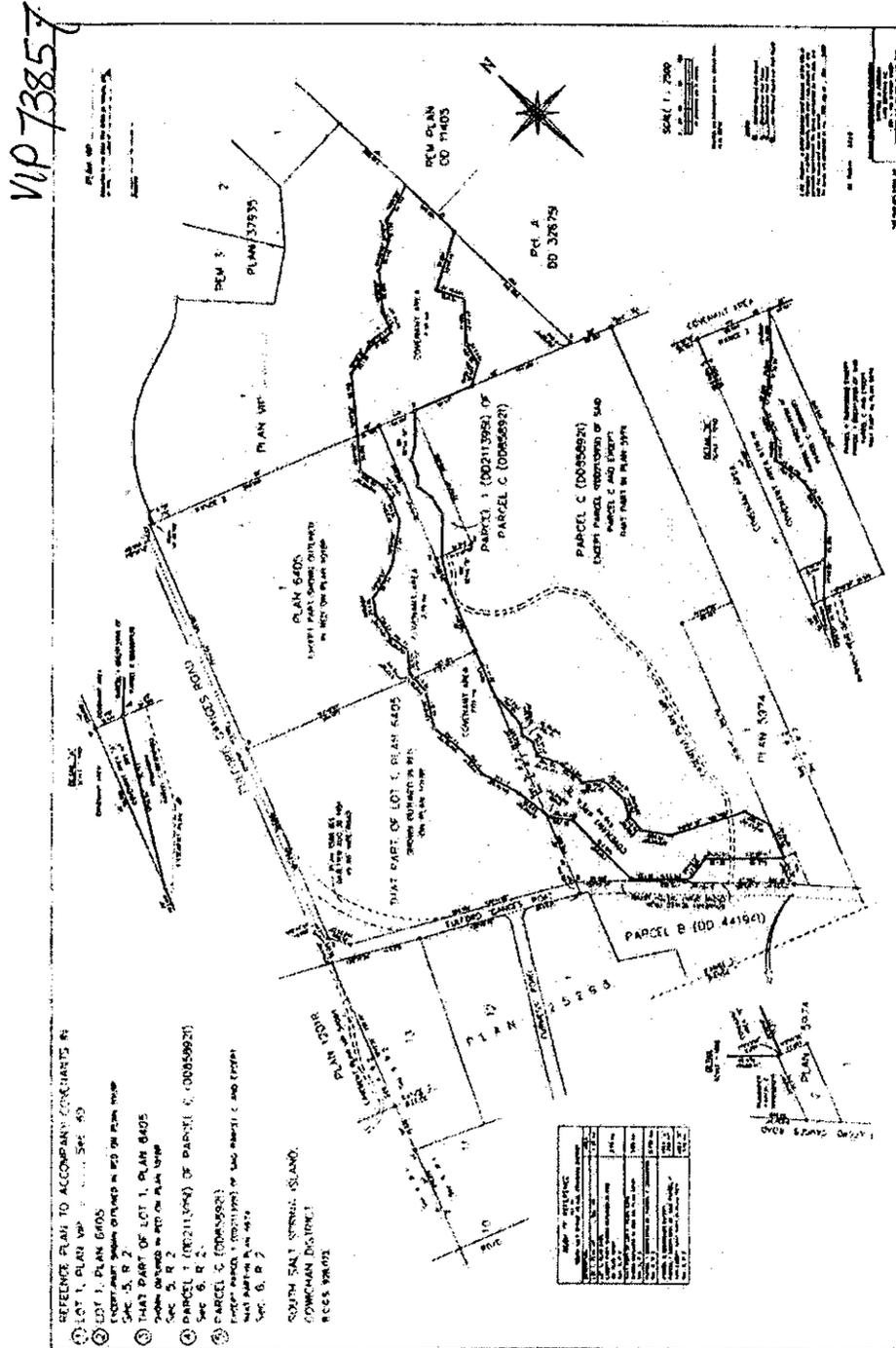
The schedules referred to throughout the document are attached after this page.

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Prepared by
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Solicitors for The Nature Trust of British Columbia
May 16, 2002

SCHEDULE "A" Reference Plan of Creek Side Areas

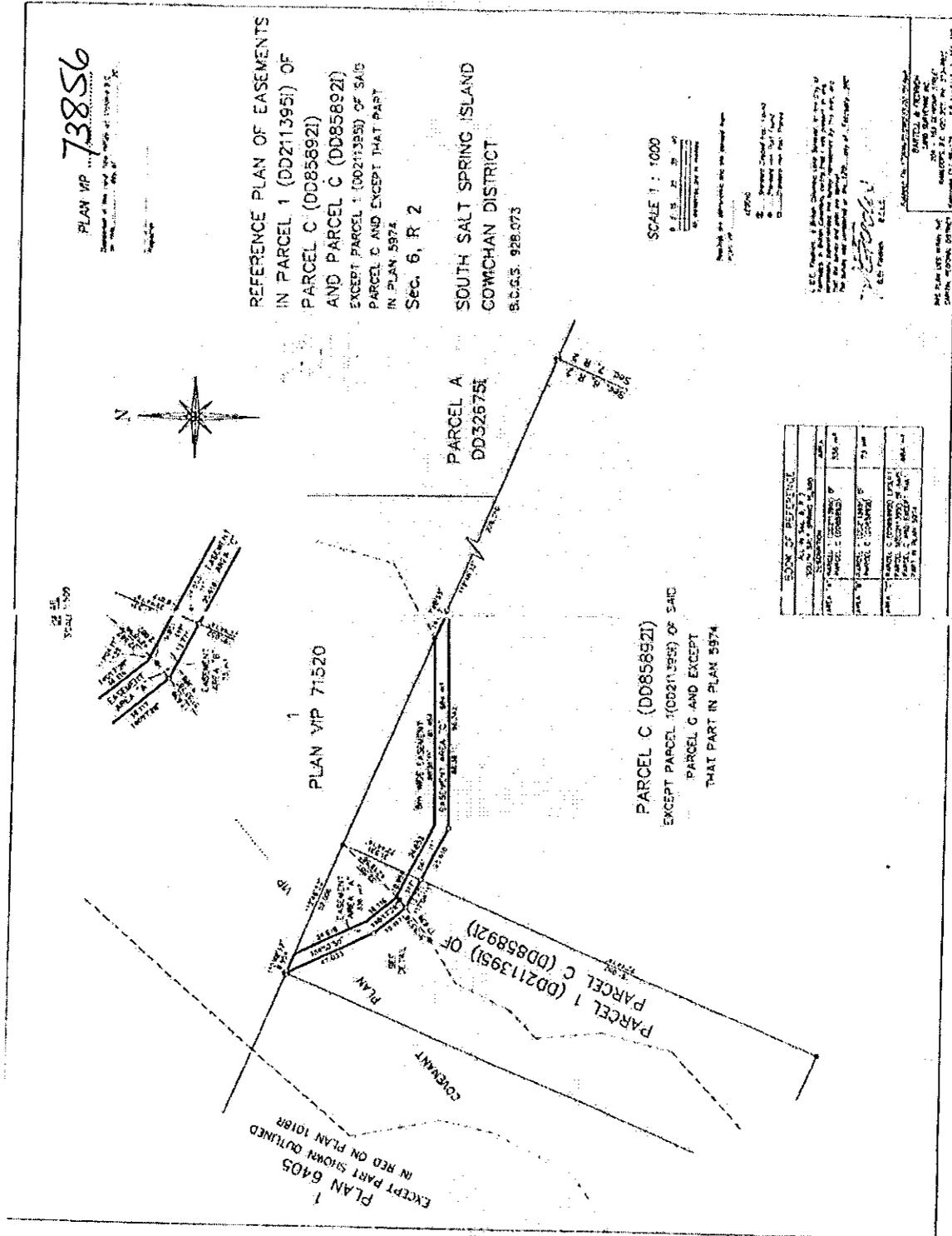
MAP # 1



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Solicitors for The Nature Trust of British Columbia
May 16, 2002

SCHEDULE "B" Easement Plan



END OF DOCUMENT

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

E-169496



File: 10310-25

June 27, 2002

Mark Frantzen, A/Registrar
Land Title Office
Ministry of Sustainable Resource Management
850 Burdett Ave
Victoria BC V8W 1B4

Dear Mark Frantzen:

Re: Right of Way Designation

I hereby designate The Nature Trust of British Columbia (Incorporation No. XS-0009934 to hold a statutory right of way under section 218(1)(d) of the *Land Title Act* over the lands listed on the attached Schedule.

BY ORDER

A handwritten signature in black ink, appearing to read "R. Hargraves", with a horizontal line extending to the right.

Rick Hargraves
for Minister of Sustainable
Resource Management

Schedule

PID	Description
002-508-753	Parcel 1 (DD211395-I) of Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District
005-852-684	That part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on Plan 1018R
005-852-722	Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan VIP71520
024-879-525	Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
002-345-536	Parcel (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, except Parcel 1 (DD211395-I) of said Parcel C and except that part in Plan 5974
008-540-471	District Lot 898, Cortes Island, Sayward District
009-668-098	District Lot 858, Sayward District, except part in Plan 11802
009-780-823	The Northwest 1/4 of Section 2, Cortes Island, Sayward District, except parts in Plans 11797 and 3902

LAND TITLE ACT
FORM 21 JUN 2002 08 52
[Section 99(1)(e), (j) and (k)]

ET069496

(This area for Land Title Office use)

VIP73857

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, W. Ian Cassie, Solicitor of Fasken Martineau DuMoulin, LLP, Suite 2100, 1075 W. Georgia Street, Vancouver, British Columbia, V6E 3G2, agent for The Nature Trust of British Columbia, 260 - 1000 Roosevelt Crescent, North Vancouver, British Columbia, V7P 1M3, the owner of a registered charge, apply to deposit a reference plan to accompany a S. 219 Covenant over:

- Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
- Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, except part shown outlined in red on plan 1018R
- That Part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on plan 1018R
- Parcel 1, (DD211395I) of Parcel C (DD85892I) Section 6, Range 2, South Salt Spring Island Cowichan District
- Parcel C (DD85892I) Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395I) of said Parcel C and Except That Part in Plan 5974

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s).
3. Fees of \$_____.

01 02/06/21 08:53:17 01 VI 397819
PLANS \$50.00

Dated the 17th day of June, 2002.

W. Ian Cassie

DYE & DURHAM CO. INC.

NOTE:(i)

Under section 67 (s), 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 an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulations. (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 covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

28 JUN 2002 08 52 FILE AC31
 FORM C
 (Section 233)
 Province of British Columbia

(Priority)
 ET073992

21 JUN 2002 08 52
 and
 ET069497 (SRW)

ET073991 (Priority)
 ET069496 (Covenant)

Page 1 of 14

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

1. APPLICATION:

Ian Cassie, of Fasken Martineau DuMoulin LLP
 Barristers and Solicitors
 2100 - 1075 West Georgia Street
 Vancouver, BC V6E 3G2
 604 631 3131

DYE & DURHAM CO. INC.

Signature of Ian Cassie

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

(PID)	(LEGAL DESCRIPTION)					
	See Schedule	02	02/06/28 14:30:50	01	VI	400687 CHARGE \$110.00

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Covenant under Section 219 of the Land Title Act over part in Plan VIP <u>73857</u>	Article 2.1, Page 4	Transferee 01 02/06/21 08:53:22 01 VI 397819 CHARGE \$110.00
Statutory Right of Way Priority Agreement	Article 3.1, Page 6 Article 6 Page 12	Transferee Transferee

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

- (a) Filed Standard Charge Terms D.F. Number
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 to this Instrument

A selection of (a) or (b) 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):*

TEXADA LAND CORPORATION, (Inc. No. 583213) (as to covenant and statutory right of way)
 THE MANUFACTURERS LIFE INSURANCE COMPANY (Inc. No. A-44039) (as to priority)

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

THE NATURE TRUST OF BRITISH COLUMBIA, (Reg. No. 9934 XS), 260 - 1000 Roosevelt Crescent, North Vancouver, B.C. V7P 1M3

02 02/06/28 14:30:56 01 VI 400687
 DEFECT / WITHDR \$30.00

7. **ADDITIONAL OR MODIFIED TERMS:***

N/A

8. **EXECUTIONS:**** 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)

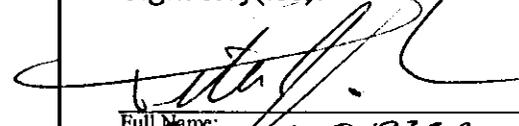
Y	M	D
2002	06	13
2002	05	22

PARTY(IES) SIGNATURE(S)

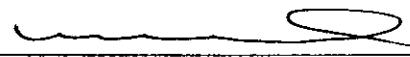


GREG FABBRO
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
DIRECT 604-643-7190

THE NATURE TRUST OF BRITISH COLUMBIA by its Authorized Signatory(ies):



Full Name: PETER J. SPARR


Full Name: C.W. EDWARDS


lawyer 604-331-6018
11th floor 938 Howe Street
Vancouver B.C.
V6Z 1N9

TEXADA LAND CORPORATION by its Authorized Signatory(ies):



Full Name: ROBERT J. MACDONALD

Full 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. 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 execution of this instrument.

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

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

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

OFFICER SIGNATURE(S)



200 Bloor Street
Toronto Ontario
M4W 1E5
Notary Public
for the Province
of Ontario

EXECUTION DATE

Y	M	D
2002	05	30

PARTY(IES) SIGNATURE(S)

THE MANUFACTURERS LIFE
INSURANCE COMPANY by its
Authorized Signatory(ies):



Full Name: WILLIAM EEKIES

Full 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. 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 execution of this instrument.

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

**LAND TITLE ACT
FORM E****SCHEDULE**

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

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

(PID)	(LEGAL DESCRIPTION)
✓ 002-508-753	Parcel 1, (DD211395-I) of Parcel C (DD85892-I), of Section 6, Range 2, South Salt Spring Island Cowichan District
✓ 005-852-684	That Part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on plan 1018R
✓ 005-852-722	Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, except part shown outlined in red on plan 1018R
✓ 024-879-525	Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
✓ 002-345-536	Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395-I) of said Parcel C and Except That Part in Plan 5974

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Prepared by
Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

TERMS OF INSTRUMENT - PART 2

This Instrument is dated for reference only December 1, 2001.

WHEREAS:

- A.** This Instrument grants charges over in the parcels of land described in Item 2 of Part 1 of this General Instrument (together the "Parcels" and each a "Parcel");
- B.** In this Terms of Instrument - Part 2:
- 1.** the "Nature Trust" refers to the transferee, The Nature Trust Of British Columbia and its assigns;
 - 2.** the "Owner" refers to the transferor, Texada Land Corporation and its successors and assigns, including, without limitation, as to each of the Parcels, the subsequent owners thereof from time to time; and
 - 3.** "Manulife" refers to the transferor The Manufacturers Life Insurance Company;
- C.** The Owner is the registered owner of the Parcels and Fulford Creek (the "Creek"), runs through the Parcels;
- D.** The Creek is an important spawning stream for Coho Salmon and Sea-run Cutthroat Trout;
- E.** Restrictions on the use of the creek side areas within the Parcels are needed to maintain the Creek as a spawning stream for Coho Salmon and Sea-run Cutthroat Trout;
- F.** The creek side areas within the Parcels are within the portions of the Parcels outlined in heavy line on the Reference Plan to Accompany Covenants representing a survey superintended by G. E. Fiedrich B.C.L.S. completed the 18th day of May 2000 and deposited in the Victoria Land Title Office under number VIP 73857, a reduced copy of which is attached to this Instrument as Schedule "A" (the "Creek Side Areas");
- G.** The Owner has agreed to:
- 1.** certain restrictions on the use of the Creek Side Areas and the activities that may be carried on in those areas; and
 - 2.** to the provision to the Nature Trust of limited rights of access to the Parcels for purposes connected with the maintenance of the Creek as a spawning stream for Coho Salmon and Sea -run Cutthroat Trout,
- all as set out below; and
- H.** Manulife is the owner of mortgage registered against the Land in the Land Title Office under EN100790 (the "Bank Charge") and has agreed to grant priority over the Bank Charge for the covenant and statutory right of way created hereby.

NOW THEREFORE in consideration of the payment of two dollars (\$2.00) by the Nature Trust to the Owner, the receipt and sufficiency of which is acknowledged, and in consideration of the promises exchanged below, it is agreed as follows, *inter alia*, in accordance with sections 218 and 219 of the *Land Title Act* (British Columbia):

ARTICLE 1 INTERPRETATION**1.1 Definitions**

In this Instrument:

- (a) "Business Day" means every day save for Saturdays, Sundays and holidays;

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Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

- (b) "Creek Segment" means that portion of the Creek which runs through the Creek Side Areas including, for certainty, the Pond;
- (c) "Easement Plan" means the Reference Plan to Accompany Easements representing a survey superintended by G. E. Fiedrich B.C.L.S. completed the 12th day of February 2001 and deposited in the Victoria Land Title Office under number VIP 73856, a reduced copy of which is attached to this Instrument as Schedule "B";
- (d) "Lot 1" means PID 024-879-525 Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520;
- (e) "Parcel 1" means PID 002-508-753 Parcel 1, (DD211395-I) of Parcel C (DD85892-I), of Section 6, Range 2, South Salt Spring Island Cowichan District;
- (f) "Parcel C" means PID 002-345-536 Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395-I) of said Parcel C and Except That Part in Plan 5974
- (g) "Stable State" means the state of the of the Creek Side Areas and Creek Segment as at September 25, 2001 with:
 - (i) such gradual changes thereto as from time to time occur as a result of natural processes, including windthrow and usual seasonal flooding and erosion; and
 - (ii) such changes thereto as may from time to time take place as a result of the use of the Creek Side Areas in compliance with the provisions of this Instrument;
- (h) "Pond" means the pond that is substantially located in that portion of the Creek Side Areas within the Parcel described as Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520;
- (i) "Prior Easements" means the easements permitting the use of portions of the Creek Side Areas for access purposes registered in priority to the interests in the Parcels created under this Instrument; and
- (j) "Report" means the baseline report completed for the Nature Trust and available for review at its head office in British Columbia, that describes the Creek Side Areas and the Creek Segment in text, maps, photographs and otherwise as at September 25, 2001.

1.2 Rules of Construction

In this Instrument:

- (a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) Where a word or expression is defined in this Instrument, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (c) Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Instrument;
- (d) Article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Instrument;

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Ian Cassie of Fasken Martineau DuMoulin LLP
Solicitors for The Nature Trust of British Columbia
May 16, 2002

- (e) The word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Instrument;
- (f) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided; and
- (g) Reference to a "party" or the "parties" is a reference to a party, or the parties, to this Instrument and their respective heirs, executors, administrators, successors and assigns.

1.3 Prior Easements

The interests in the Parcels created by this Instrument shall be subject to exercise of the rights granted under the Prior Easements.

1.4 Owner not Liable

The Owner shall not liable for:

- (a) any breaches of this Instrument in respect of the Creek Side Areas within a Parcel which occur after the Owner has disposed of all of the Owner's interest in the Parcel;
- (b) injury or alteration to the Creek Side Areas or the Creek Segment within or bordering on a Parcel, as the case may be, resulting from:
 - (i) natural causes including accidental fire, flood, storm and earth movement;
 - (ii) causes beyond the reasonable control of the Owner, including due to vandalism or trespass, but excluding, for certainty, injury or alteration resulting from actions of the Owner or actions by or on behalf of any person expressly or impliedly permitted by the Owner;
 - (iii) for certainty, any action taken by the Owner in accordance with this Instrument; or
 - (iv) any injury or alteration to the Creek Side Areas caused by the Nature Trust.

1.5 Manulife

Manulife is a party hereto only for the purpose of granting priority under Article 6.

ARTICLE 2 RESTRICTIONS ON USE

2.1 Section 219 Covenant

The Owner covenants with the Nature Trust under Section 219 of the *Land Title Act* that hereafter the Creek Side Areas shall not be used, or expressly or impliedly permitted to be used, by or on behalf of any person for any activity or any purpose, and shall not in any manner be built on or have any material or substance placed on them, if such use, activity, purpose, building or placement would create a material risk of:

- (a) soil, rocks, gravel, vegetation, silt, leachate or other deleterious substance, including without limitation, any herbicide or pesticide, including but not limited to insecticides and fungicides, being washed into, released or otherwise introduced into the Creek Segment or the waters thereof;
- (b) a material reduction in vegetation cover within the Creek Side Areas; or
- (c) the erosion of the Creek Side Areas into the Creek Segment or the waters thereof,

including, without limitation, by reason of the cutting down, removal or defoliation of vegetation, the gathering of plants or plant material, the grazing of domestic animals, the removal of standing or downed dead trees or fallen branches or any parts thereof or the construction, building, installation, affixing or placing any buildings, structures, fixtures, improvements or roads on or within the Creek Side Areas.

2.2 Not Restricted or Prohibited

Despite the restrictions contained in this Instrument the Owner shall have the right to carry out or permit to be carried out on and in the Creek Side Areas activities necessary to or for farming activities carried out on the portions of the Parcels outside of the Creek Side Areas, compliance with the requirements of applicable laws affecting the Creek Side Areas and activities required or *bona fide* done:

- (a) for the enhancement, restoration and rehabilitation of the Creek Segment carried out under or in accordance with the provisions of this Instrument;
- (b) to prevent injury or death of any natural person;
- (c) to prevent, abate or mitigate any material physical damage to any portion of the Parcels outside of the Creek Side Areas or any personal property situate thereon due to natural forces or fire,

and, for certainty, the Owner shall be at liberty to enter onto the Creek Side Areas for such purposes or any of them.

Any destruction, impairment, diminishment or alteration of the Creek Side Areas and the Creek Segment, from or relative to the existing Stable State occasioned by such activities or any of them shall be the minimum reasonably required to carry out such activities.

2.3 Notice

If any such activity on or in the Creek Side Areas would be subject to the restrictions contained in this Instrument if not for Article 2.2 then, except in the case of an emergency, prior to undertaking such work or activity, the Owner shall give at least 15 days' written notice to the Nature Trust, describing in reasonable detail the proposed work or activity, the reason for it, and its likely effect on the Creek Side Areas and in such event:

- (a) on receipt of such notice the Nature Trust shall be entitled to enter upon and inspect the portion of the Creek Side Areas affected by such notice under the access provisions of this Instrument;
- (b) the Nature Trust may within such notice period set reasonable conditions for the carrying out of the proposed work or activity; and

the Owner shall comply with such reasonable conditions in the carrying out of the proposed work of activity.

2.4 Specific Exemptions

Despite the restrictions contained in this Instrument the Owner shall have the right to use, occupy and maintain the Creek Side Areas in any way that is not restricted or prohibited by this Instrument, and shall be at liberty, but for certainty under no obligation, to carry out or permit to be carried out the following activities on and in the Creek Side Areas:

- (a) construction, maintenance, renewal, repair and use from time to time, of a roadway through that part of the Creek Side Areas within Lot 1, including a bridge if required, as needed to connect the portion of Lot 1 north of the Creek Side Areas to the portion of Lot 1 south of the Creek Side Areas by way of a

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road located within the portions of Parcel 1 and Parcel C outlined in heavy line on the Easement Plan;

- (b) use, maintenance, renewal and repair from time to time, of the dock and access thereto, within the portion of the Creek Side Areas that abuts the Pond and the bed and shore of the Pond;
- (c) fishing by the Owner and its invitees in accordance with applicable laws;
- (d) laying out or construction of footpaths to accommodate single file pedestrian traffic provided the same are laid out or constructed without the removal of mature trees and with proper drainage so as to minimize soil erosion;
- (e) installation, maintenance, repair and replacement of dams, pipes and works under water licenses for the Creek from time to time issued by the Provincial Ministry administering the *Water Act*, provided the Owner shall send written notice of such action to the Nature Trust 30 days in advance of any work commencing;
- (f) habitat improvement, including placement of spawning gravel, alteration of hydrology, felling selected live trees and moving downed trees to provide large woody debris, provided that any habitat improvement work is planned in consultation with a registered professional biologist and receives prior written approval of the Nature Trust, not to be unreasonably withheld and any in-creek habitat improvement receives all approvals necessary under federal, provincial and local regulations,
- (g) activities consistent with the intent of this Agreement that are necessary or beneficial for enhancement or restoration on the Creek Side Areas, but only with the prior written approval of the Nature Trust, not be withheld unreasonably; and
- (h) construction, maintenance and repair of fish ladders, pipes, and flow measure devices in and around the Creek Segment for the purpose of salmonid enhancement by the Salmonid Enhancement Society (or a successor organization approved by the Provincial Ministry administering the *Water Act* or the Federal Ministry administering the *Fisheries Act*),

provided that any destruction, impairment, diminishment or alteration of the Creek Side Areas and the Creek Segment, from or relative to the existing Stable State occasioned by such activities or any of them shall be the minimum reasonably required to carry out such activities.

2.5 Requesting Consent

In requesting consent from the Nature Trust the Owner shall provide detailed information and drawings respecting proposed work or activities in the Creek Side Areas to the satisfaction of the Nature Trust acting reasonably.

ARTICLE 3 ACCESS RIGHTS

3.1 Statutory Right of Way

The Owner grants to the Nature Trust a statutory right of way pursuant to Section 218 of the *Land Title Act* for the following purposes:

- (a) not more than once each calendar year and upon reasonable notice to the Owner, to enter upon the Parcels to inspect the Creek Side Areas and the Creek Segment and the waters thereof including as part of such inspection,

- taking soil, water and other samples, photographs and video or sound recordings;
- (b) upon receipt of the consent of the Owner to such entry, including as to the area and duration thereof, such consent not to be unreasonably delayed or refused, to enter upon the Parcels:
- (i) to carry out works on the Creek Side Areas for the purpose of protecting, preserving, conserving, maintaining, enhancing, rehabilitating or restoring the Creek Segment and the waters thereof, in or to as near the Stable State, as at the date mentioned in the definition thereof, as is practicable;
 - (ii) to install, replace, maintain and monitor fish ladders, pipes, flow measuring devices and other works that do or are intended to enhance or maintain or monitor the fish habitat values of the Creek Segment, including works for passage and preservation of fish in the Creek Segment; and
 - (iii) to carry out or evaluate, or both, any program for the protection, preservation, conservation, maintenance, enhancement, restoration or rehabilitation of all or any portion of the Creek Segment;
- (c) to erect maintain and repair a plaque or sign in accordance with the provisions of this Instrument.

3.2 Terms of Entry for Inspection

Any entry onto the Parcels for inspection purposes shall be on foot, by no more than two representatives, agents or employees of the Nature Trust, and shall take place on existing roads and paths and away from any occupied buildings, to the extent reasonably possible.

3.3 Terms of Other Entry

All entry onto the Parcels by the Nature Trust other than for inspection purposes shall be in accordance with the consent of the Owner given under Article 3.1(b).

3.4 Sign

The Nature Trust may at its expense erect a tasteful plaque or other sign on the Parcels, indicating that the Creek Side Areas have been protected by this Covenant. The size, style and location of the plaque or sign must be approved by the Owner prior to its placement, such approval not to be unreasonably withheld.

ARTICLE 4 GENERAL

4.1 Assignment by Nature Trust

This rights and the interests in each of the Parcels created hereunder may be transferred by the Nature Trust only with the consent in writing of the registered owner thereof at the time of transfer. The Nature Trust may only assign such rights and interests to a person or entity qualified by law at the time of transfer to hold the same under Section 219 of the *Land Title Act* (or any successor provision then applicable) and any applicable regulations.

4.2 No Public Rights

No right of access by the general public to any portion of the Parcels or the Creek Side Areas is conveyed or created by this Instrument.

4.3 Waiver

An alleged waiver of any breach of this Instrument by a Nature Trust is effective only if it is an express written waiver signed by the Nature Trust, and shall not operate as a waiver of any other breach.

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4.4 Subsequent Enforcement

The failure of a Nature Trust to require performance by the Owner at any time of any obligation under this Instrument shall not affect the Nature Trust's right to subsequently enforce that obligation.

4.5 Severance

If any part of this Instrument is held to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Instrument and the rest of this Instrument is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Instrument.

4.6 Entire Agreement

This Instrument is the entire agreement between the parties and it terminates and supersedes all other agreements and arrangements regarding its subject.

4.7 Rights Perpetual

This interests in the Parcels created hereby shall be perpetual and may only be changed by a written instrument signed by all the parties

4.8 Exercise by Representatives

A Nature Trust may exercise its rights under this Instrument through its directors, officers, employees, agents or contractors.

4.9 Enurance

This Instrument and the provisions hereof and interests in land hereunder shall enure to the benefit of and be binding on the Owner and each of the Nature Trust and their respective heirs, executors, administrators, successors and assigns.

ARTICLE 5 NOTICE**5.1 Rules**

Any notice or other communication (collectively "notice") required or permitted under this Instrument must be in writing and may be delivered by hand, sent by facsimile to the respective facsimile numbers set out below or sent by pre-paid registered mail to the respective addresses as set out below.

If notice is delivered on a Business Day prior to 4 p.m. local time or is received by facsimile on a Business Day prior to 4 p.m. local time, it shall be deemed to be given on that day and otherwise shall be deemed to have been given on the next Business Day;

If notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth Business Day following the day on which the notice was sent from a post office in Canada unless within such period of time there is any labour dispute or other event that affects the operation of the postal service, in which case such notice shall not be considered to have been received until delivered or received by facsimile in accordance with this Article.

5.2 Addresses

The contact information for the parties is as follows:

Texada Land Corporation
11th Floor 938 Howe Street
Vancouver, B.C. V6Z 1N9

FACSIMILE NUMBER: 604 331 6048

The Nature Trust of British Columbia
260 - 1000 Roosevelt Crescent,
North Vancouver, BC, V7P 1M3

FACSIMILE NUMBER: 604 924 9772

or as provided by notice given in accordance with this Instrument.

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If the ownership of the Parcels has changed, the address of the Owner for a Parcel shall be the address of the registered Owner in fee simple of the Parcel as indicated on title to the Parcel at the applicable Land Title Office at the time of notice.

ARTICLE 6 PRIORITY

Manulife joins in this Instrument only for the purpose of consenting to this Agreement and to grant, and does hereby grant, in respect of this Instrument and the covenant under Section 219 of the *Land Title Act* and the statutory right of way created hereby (the "Charges"), priority over the interest of Manulife in the Land by virtue of the Bank Charge and Manulife does therefore and does hereby postpone the Bank Charge and its right, title and interest thereunder in and to the Land to the Charges with the intent that the rights and interest of Manulife in the Land under the Bank Charge shall be wholly subject to the Charges to the same effect and extent as if this Instrument had been dated, executed and delivered before the instrument or instruments creating the Bank Charge and the Charges had been registered against the Land before the Bank Charge.

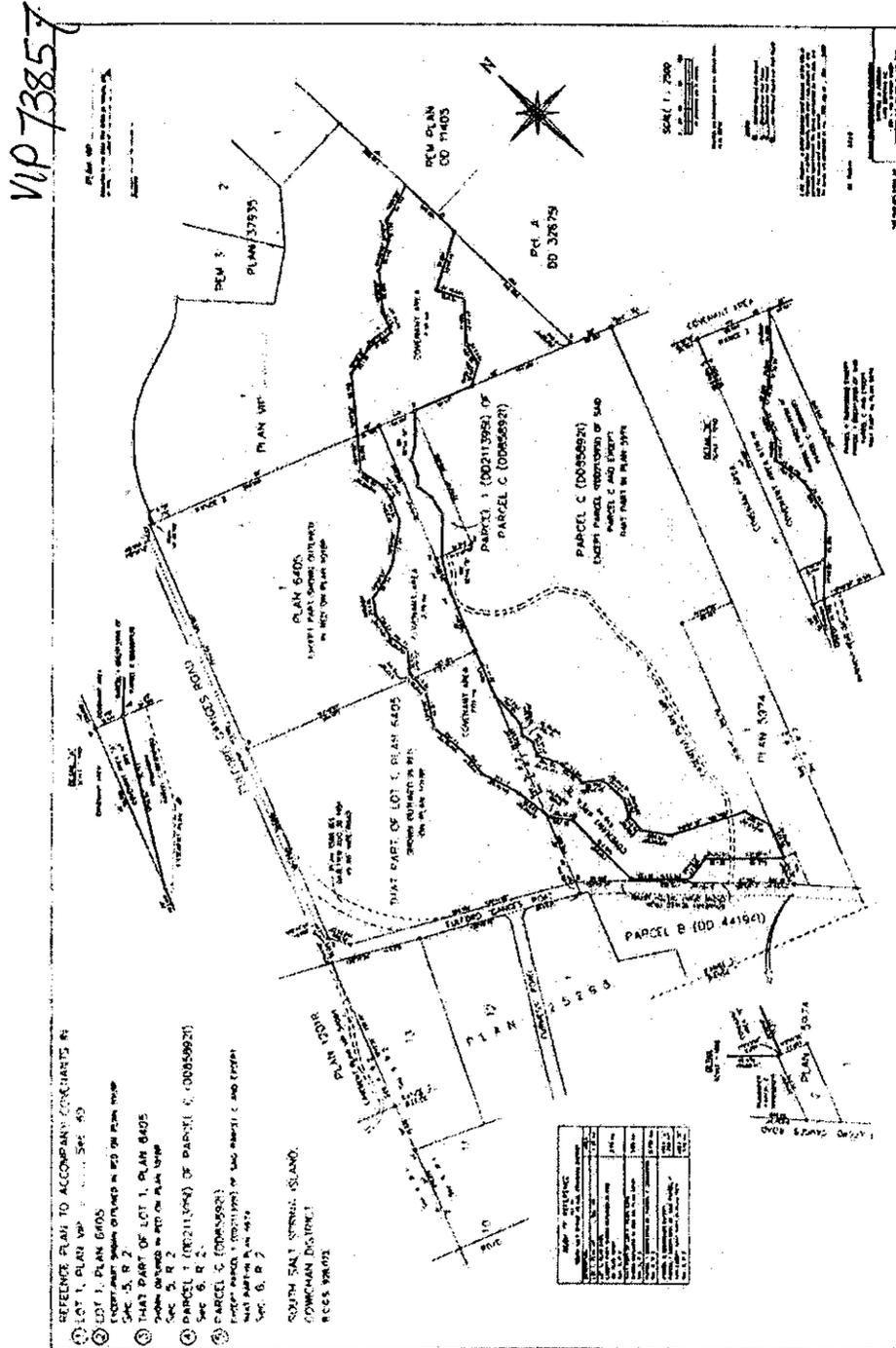
The schedules referred to throughout the document are attached after this page.

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SCHEDULE "A" Reference Plan of Creek Side Areas

MAP # 1



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May 16, 2002



E-169496

File: 10310-25

June 27, 2002

Mark Frantzen, A/Registrar
Land Title Office
Ministry of Sustainable Resource Management
850 Burdett Ave
Victoria BC V8W 1B4

Dear Mark Frantzen:

Re: Right of Way Designation

I hereby designate The Nature Trust of British Columbia (Incorporation No. XS-0009934 to hold a statutory right of way under section 218(1)(d) of the *Land Title Act* over the lands listed on the attached Schedule.

BY ORDER

A handwritten signature in black ink, appearing to read "R. Hargraves", with a horizontal line extending to the right.

Rick Hargraves
for Minister of Sustainable
Resource Management

Schedule

PID	Description
002-508-753	Parcel 1 (DD211395-I) of Parcel C (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District
005-852-684	That part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on Plan 1018R
005-852-722	Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan VIP71520
024-879-525	Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
002-345-536	Parcel (DD85892-I) of Section 6, Range 2, South Salt Spring Island, Cowichan District, except Parcel 1 (DD211395-I) of said Parcel C and except that part in Plan 5974
008-540-471	District Lot 898, Cortes Island, Sayward District
009-668-098	District Lot 858, Sayward District, except part in Plan 11802
009-780-823	The Northwest 1/4 of Section 2, Cortes Island, Sayward District, except parts in Plans 11797 and 3902

LAND TITLE ACT
FORM 21 JUN 2002 08 52
[Section 99(1)(e), (j) and (k)]

ET069496

(This area for Land Title Office use)

VIP73857

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, W. Ian Cassie, Solicitor of Fasken Martineau DuMoulin, LLP, Suite 2100, 1075 W. Georgia Street, Vancouver, British Columbia, V6E 3G2, agent for The Nature Trust of British Columbia, 260 - 1000 Roosevelt Crescent, North Vancouver, British Columbia, V7P 1M3, the owner of a registered charge, apply to deposit a reference plan to accompany a S. 219 Covenant over:

- Lot 1, Section 69, South Salt Spring Island, Cowichan District, Plan VIP71520
- Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, except part shown outlined in red on plan 1018R
- That Part of Lot 1, Section 5, Range 2, South Salt Spring Island, Cowichan District, Plan 6405, shown outlined in red on plan 1018R
- Parcel 1, (DD211395I) of Parcel C (DD85892I) Section 6, Range 2, South Salt Spring Island Cowichan District
- Parcel C (DD85892I) Section 6, Range 2, South Salt Spring Island, Cowichan District, Except Parcel No. 1 (DD211395I) of said Parcel C and Except That Part in Plan 5974

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s).
3. Fees of \$_____.

01 02/06/21 08:53:17 01 VI 397819
PLANS \$50.00

Dated the 17th day of June, 2002.

W. Ian Cassie

DYE & DURHAM CO. INC.

NOTE:(i)

Under section 67 (s), 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 an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulations. (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 covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.