



Siskin Lane Public Trail Network

Statutory-Right-of-Way and Maps

Official Version

April 2006

Renewal Land Company

1. **APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)**
_____, c/o LANDO & COMPANY, Barristers &
Solicitors, (Client #010394), (LTO Agent #11506) P.O. Box 11140, 2010 –
1055 West Georgia Street, Vancouver, British Columbia, V6E 3P3 Telephone: _____ Signature of Authorized Agent
682-6821 – 48814 – Renewal – Public Trails
2. **(a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:***
(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE SEE SCHEDULE
3. **NATURE OF INTEREST: ***
- | DESCRIPTION | DOCUMENT REFERENCE | PERSON ENTITLED TO INTEREST |
|--------------|--------------------|-----------------------------|
| SEE SCHEDULE | SEE SCHEDULE | SEE SCHEDULE |
4. **TERMS: Part 2 of this instrument consists of (select one only)**
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(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): ***
SEE SCHEDULE
6. **TRANSFeree(S): (including postal address(es) and postal code(s))***
COMOX-STRATHCONA REGIONAL DISTRICT, a government body created under the *Local Government Act* of the Province of British Columbia and having an office at 600 Comox Road, Courtenay, British Columbia V9N 3P6
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)

EXECUTION DATE

TRANSFEROR(S) SIGNATURE(S)

ROBYN MILES

P.O. BOX 11140 PHONE 682-6821
2010 - 1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3P3
SOLICITOR

Y	M	D
2006	03	29

RENEWAL LAND COMPANY LTD.
by its authorized signatory(ies)

Print Name: Joel Solomon

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. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

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

OFFICER SIGNATURE(S)

EXECUTION DATE

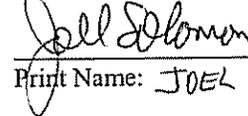
TRANSFEROR(S) SIGNATURE(S)

Y M D

2006	03	29
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**THE OWNERS, STRATA PLAN
VIS**

by its authorized signatory(ies)



Print Name: **JOEL SOLOMON**

Print Name:

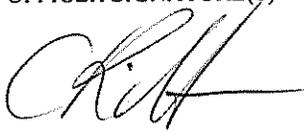
OFFICER SIGNATURE(S)

EXECUTION DATE

PARTY(IES) SIGNATURE(S)

Y M D

2006	03	16
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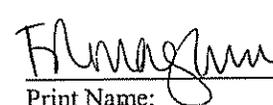


Claire P. Richter
A Commissioner for Taking
Affidavits for British Columbia
Vancouver City Savings Credit Union
183 Terminal Avenue
Vancouver, B.C. V6A 4G2
Tel: 604-877-6568

(as to all signatures)

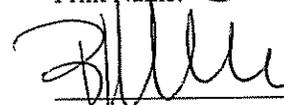
**VANCOUVER CITY SAVINGS
CREDIT UNION**

by its signatory(ies)



Felicity Ronaghan
Senior Risk Manager
Business Credit Department

Print Name:



Bruce Richter
Risk Manager
Business Credit and Administration

Print Name:

OFFICER SIGNATURE(S)

EXECUTION DATE

PARTY(IES) SIGNATURE(S)

Y M D

2006	03	09
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ROBYN A. MILES
SOLICITOR

LANDO & COMPANY LLP
BARRISTERS & SOLICITORS
P.O. Box 11140 Ph 682-6821
2010 - 1055 W. Georgia St.
Vancouver, B.C. V6E 3P3

(as to all signatures)

Signature of Lee Davis

VANCITY CAPITAL CORPORATION
by its signatory(ies)



Print Name: **DEREK GENT**

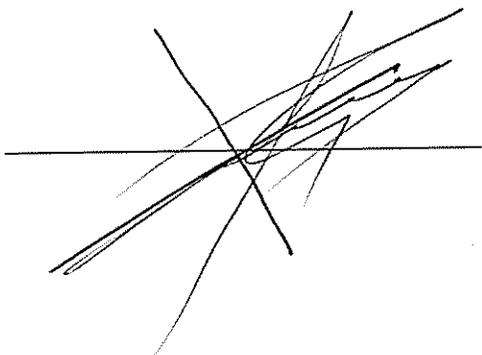


Print Name: **LEE DAVIS**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

OFFICER SIGNATURE(S)



EXECUTION DATE

Y	M	D
2006	03	27

TRANSFEROR(S) SIGNATURE(S)

COMOX-STRATHCONA REGIONAL
DISTRICT

by its authorized signatory(ies)

Print Name: JIM ABRAM

Print Name: JAMES WARREN

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA

Robert A. Long
600 Comox Road
Courtenay, BC V9N 3P6
Ph: (250) 334-6000

TERMS OF INSTRUMENT – PART 2
STATUTORY RIGHT OF WAY AGREEMENT
FOR PUBLIC ACCESS TRAILS

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

THE OWNERS, STRATA PLAN VIS _____, of 610 – 220 Cambie Street,
Vancouver, BC V6B 2M9

(the "Owners")

AND:

RENEWAL LAND COMPANY LTD., (Inc. No. BC0668917) a company incorporated
under the laws of British Columbia and having a registered and records office at 610 – 220
Cambie Street, Vancouver, BC V6B 2M9

("Renewal")

(the Owners and Renewal are collectively the "Grantors")

AND:

COMOX-STRATHCONA REGIONAL DISTRICT, a government body created under
the *Local Government Act* of the Province of British Columbia and having its office at 600
Comox Road, Courtenay, BC V9N 3P6

(the "Grantee")

WHEREAS:

A. The Owners are the registered owners in fee simple of lands situate and lying on Cortes Island, in the Province of British Columbia, more particularly known and legally described as:

Legal

The Common Property of Strata Plan VIS _____, Sections 3, 6, and 7 Cortes Island, Sawyard District

(the "Strata Lands")

B. Renewal is the registered owner in fee simple of the lands situate on Cortes Island, in the Province of British Columbia, more particularly known and legally described as:

PID

Legal

Strata Lot 2, Sections 3, 6 and 7 Cortes Island, Sawyard District

Strata Lot 3, Sections 3, 6 and 7 Cortes Island, Sawyard District

Strata Lot 10, Sections 3, 6 and 7 Cortes Island, Sawyard District

Strata Lot 19, Sections 3, 6 and 7 Cortes Island, Sawyard District

_____ Strata Lot 21, Sections 3, 6 and 7 Cortes Island, Sawyard District

(collectively the "Renewal Lands")

(the Strata Lands and Renewal Lands are collectively the "Lands")

C. The Grantee wishes to maintain a public non-motorized trail or the surface thereof for the use and enjoyment of the public (the "Public Trail") in perpetuity over those respective portions of the Lands of the Grantors more particularly described on Schedule "A" hereto (the "Statutory Right of Way");

D. The Grantee requires and the Grantors have agreed to grant to the Grantee from their respective interests in the Lands, the Statutory Right of Way on the terms set forth in this Agreement;

E. The provision of a Public Trail for the use and enjoyment of the general public as provided for in the Statutory Right of Way herein granted is necessary for the operation and maintenance of the Grantee's undertaking; and

F. Both the Grantors and the Grantee acknowledge that there is a Conservation Covenant registered on the Grantors' Lands in accordance with Section 219 of British Columbia's Land Title Act and held by The Land Conservancy of British Columbia and that this Agreement shall in no way interfere with the terms and conditions of the Conservation Covenant. Any actions taken in accordance with the rights granted in this Agreement shall be in compliance with the terms and conditions of the Conservation Covenant.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Grantee to the Grantors and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantors), and in consideration of the covenants hereinafter contained:

1.0 The Grantors do hereby:

- (a) Grant, convey, confirm and transfer, in perpetuity, to the Grantee, its successors and assigns, and all of its employees, agents, servants, licensees and the Grantee for an on behalf of and for the benefit and use of all members of the public who might so desire, at all times by day or night, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to enter, use, go, return, pass over and across those portions of the Grantors' Lands (collectively the "Right of Way Areas") shown outlined in heavy black on both the Reference Plan, and the Explanatory Plan of Statutory Right of Way, prepared by Michael S. Manson B.C.L.S., dated the 28th day of January, 2006, and registered in the Land Title Office under Plan number _____ and Plan number _____, respectively, reduced copies of which are attached hereto as Schedule "A";
- (b) Grant, convey, confirm and transfer, in perpetuity, to the Grantee, its successors and assigns, and all of its employees, agents, servants, workers and contractors together with machinery, vehicles, equipment and materials (as is necessary for the Grantee to develop, construct, install, maintain, repair, alter or replace the Right of Way Areas), the right to go upon, return, pass over and use the Right of Way Areas for the purposes of establishing, maintaining, repairing, improving inspecting and replacing a Public Trails on the surface thereof.

2.0 The Grantors hereby covenant to and agree with the Grantee, as follows:

- (a) The Grantors shall not, nor permit any other person to, without the written consent of the Grantee first had and obtained, which consent shall not be unreasonably withheld:
 - (i) make, place, erect, install or maintain after the date hereof any building, structure, excavation, pile of material or other obstruction in, under or over the Right of Way Areas so that it in any way interferes with or damages or prevents access along or over the Public Trails.
 - (ii) do any thing or act which will interfere with the use of, or injure the Public Trails, or any improvement constructed on, under or over the Right of Way Areas by the Grantee.

2.1 The Grantors shall and may, and will permit the Grantee and every member of the public to, peaceably hold and enjoy the rights hereby granted.

2.2 Nothing in this Agreement shall prevent the Grantors from installing, maintaining, repairing and using any underground utilities or drainage structures in and within or across the Right of Way Areas or from entering onto, or crossing the Right of Way Areas with or without machinery, vehicles, equipment and materials for the purpose of complying with the terms and conditions of the Conservation Covenant.

2.3 Following the Grantors' exercise of any of its rights granted herein, the Grantors shall restore the surface of the Public Trails as nearly as is reasonably possible to its condition before such disturbance or damage to the satisfaction of the Grantee, acting reasonably.

2.4 The Grantors shall indemnify and hold harmless the Grantee from and against all suits, actions, claims, damages, losses, costs and expenses (collectively the "Liabilities").

3.0 The Grantee hereby covenants to and agrees with the Grantors, as follows:

- (a) To carry out the reasonable maintenance and repair of the Public Trails constructed or placed on the Right of Way Areas as may be necessary for safe use and passage by the public along and through the Right of Way Areas.
- (b) The Grantee shall ensure that the Public Trails do not exceed 3 metres in width.
- (c) In the exercise of any of its rights granted herein, the Grantee will restore the surface of the Grantors' Lands following the carrying out of such right as nearly as is reasonably possible to the condition that the Lands were in before such disturbance.
- (d) To permit the use of the Public Trails for non-motorized recreational purposes only.
- (e) To avoid the use of impermeable materials for the construction, repair or maintenance of the Public Trails except where needed to reduce environmental impact.
- (f) To remove from the Right of Way Areas all debris, rubbish and related material within the Right of Way Areas arising from any work done by the Grantee or its servants, agents or contractors, at the conclusion of any such work.
- (g) To release the Statutory Right of Way herein granted over up to a 20 metre wide portion of the Public Trails set out in the Right of Areas in the Explanatory Plan of Statutory Right of Way prepared by Michael S. Manson B.C.L.S., dated the 28th day of January, 2006, and registered in the Land Title Office under Plan number _____, in the event that the Grantors, or their successors and assigns, should choose to alter the Right of Way Areas by relocating the Public Trails such that the width of the Public Trails may be reduced from 30 metres wide to as little as 10 metres.

4.0 The Grantee shall indemnify and hold harmless the Grantors from and against all suits, actions, claims, damages, losses, costs and expenses (collectively the "Liabilities") brought, made or alleged against the Grantors by any other person arising from:

- (a) Any injury or death that is sustained by any person using the Public Trails or entering upon, or passing over and across the Right of Way Areas; or,
- (b) Any negligent or willful act or omission, or breach of this Agreement by the Grantee, its elected and appointed officers, employees, contractors, agents and licensees except to the extent that such liability arises from the negligent or willful act or omission, or breach of this Agreement by the Grantors, their employees, contractors, agents, licensees or others for whose acts the Grantors may be responsible at law.

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

5.1 Where ever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

5.2 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

5.3 The Grantors agree to do or cause to be done all things and execute or cause to be executed all other documents and provide all other assurances which may be reasonably necessary to give effect to the covenants contained in this Agreement.

5.4 The obligations of the Grantors are joint and several.

5.5 The covenants set forth herein shall charge the Lands and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when the purchaser becomes the owner in fee simples of the Lands but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands or any part thereof.

5.6 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1,2 and 3) attached hereto.

CONSENT AND PRIORITY AGREEMENT

WHEREAS Vancouver City Savings Credit Union. (the "Chargeholder") is the holder of Mortgages and Assignments of Rents, which Mortgages and Assignments of Rents are registered respectively in the Victoria Land Title Office under instrument numbers EV143390 as extended by EW150579, EW119261 as extended by _____; EV143391 as extended by EW150580, and EW119262 as extended by _____ (together, the "Charges") encumbering the Lands described in the attached Statutory Right of Way.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way and the Chargeholder hereby agrees that the Statutory Right of Way shall be binding upon its interest in and to the Lands described in the Statutory Right of Way.
2. The Chargeholder hereby grants to the grantee of the Statutory Right of Way priority for the Statutory Right of Way over the Chargeholder's right, title and interest in and to the Lands described in the Statutory Right of Way and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Statutory Right of Way as if the Statutory Right of Way had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any funds thereunder.

IN WITNESS WHEREOF the Chargeholder has executed the Consent and Priority Agreement of the Form D above.

CONSENT AND PRIORITY AGREEMENT

WHEREAS VanCity Capital Corporation (the "Chargeholder") is the holder of Mortgages and Assignments of Rents, which Mortgages and Assignments of Rents are registered respectively in the Victoria Land Title Office under instrument numbers EV143392 as extended by EW150581; and EV143393 as extended by EW150582 (together, the "Charges") encumbering the Lands described in the attached Statutory Right of Way.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way and the Chargeholder hereby agrees that the Statutory Right of Way shall be binding upon its interest in and to the Lands described in the Statutory Right of Way.
2. The Chargeholder hereby grants to the grantee of the Statutory Right of Way priority for the Statutory Right of Way over the Chargeholder's right, title and interest in and to the Lands described in the Statutory Right of Way and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Statutory Right of Way as if the Statutory Right of Way had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any funds thereunder.

IN WITNESS WHEREOF the Chargeholder has executed the Consent and Priority Agreement of the Form D above.

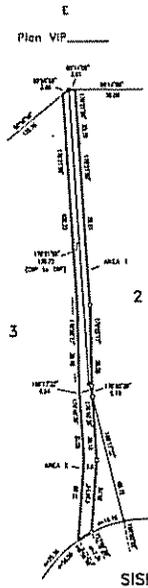
END OF DOCUMENT

PLAN OF STATUTORY RIGHT OF WAY OVER LOT 9, PLAN 44250, AND STRATA LOTS 2,3,10,19, 21 AND THE COMMON PROPERTY OF STRATA PLAN VIS____, SECTIONS 3, 6 AND 7, CORTES ISLAND, SAYWARD DISTRICT

PLAN _____
 Submitted to the Land Title Office in Victoria, B.C., on _____
 Day of _____, 2008

(PREPARED PURSUANT TO SECTION 11.3 OF THE LAND TITLE ACT)
 B.C.S.A. 026(201)

Detail A
 Scale 1:1000



Legend
 S.M. Section survey markers
 All distances shown are in metres
 * Standard Iron Pin found
 O Standard Iron Pin set
 D Boundary survey and marked from Plan 44250
 The plan set within the Courtenay Regional District



PAUKEANUM INDIAN RESERVE NO. 3

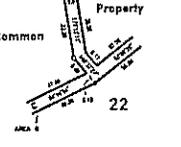
AREA	LOT	SIZE
1	2. Plan 44250	200.0 Sq. M.
2	3. Plan 44250	278.3 Sq. M.
3	10. Plan 44250	434.2 Sq. M.
4	19. Plan 44250	288.8 Sq. M.
5	21. Plan 44250	215.6 Sq. M.
6	CP. Plan 44250	1233.7 Sq. M.
7	S. Plan 44250	4977.7 Sq. M.



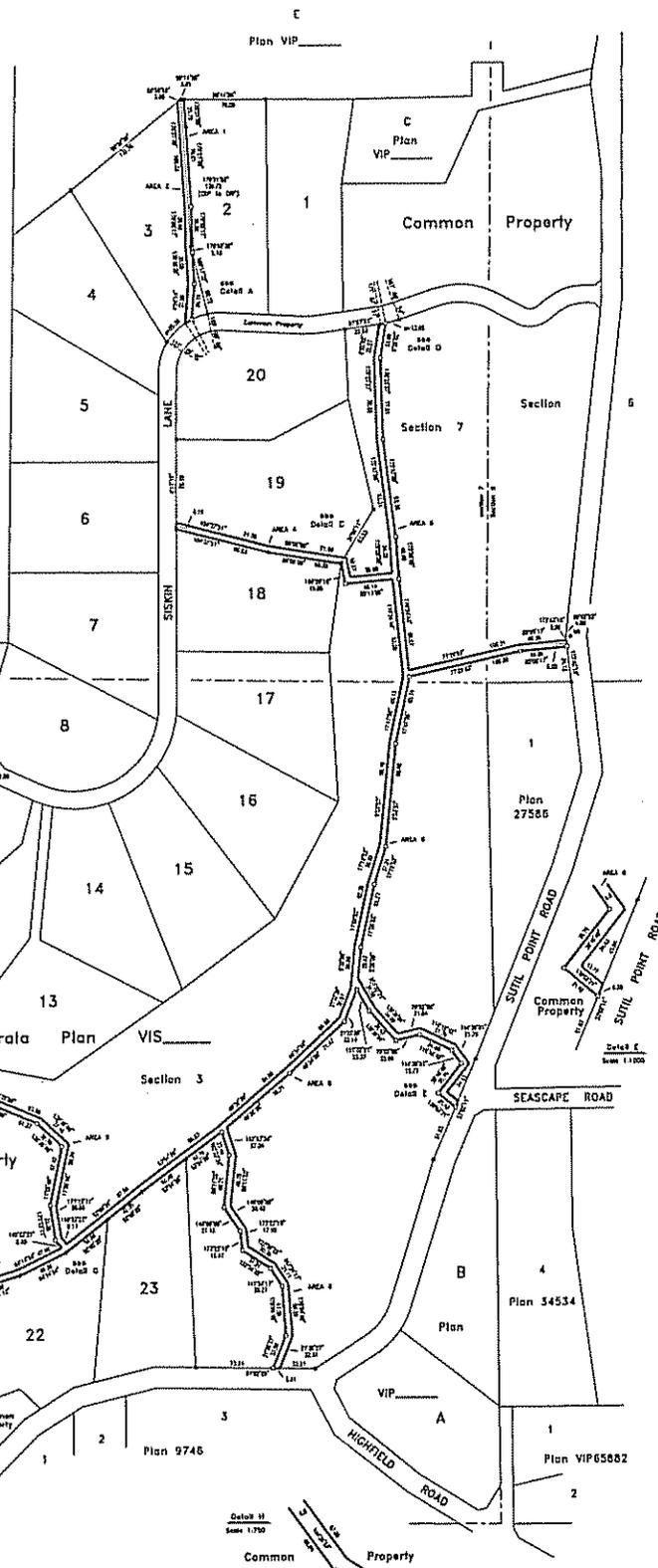
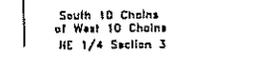
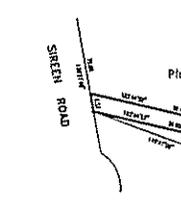
Detail D
 Scale 1:750



Detail E
 Scale 1:1000



Detail F
 Scale 1:250



Detail G
 Scale 1:1000

Detail H
 Scale 1:750



I, Michael S. Barron, a British Columbia Land Surveyor, of Victoria, in British Columbia, hereby declare I was present at and personally supervised the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the _____ day of _____, 2008.
 The plan was prepared and checked, and the standards thereunder of _____, on the _____ day of _____, 2008.

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER THE COMMON PROPERTY OF STRATA PLAN VIS _____, SECTIONS 3, 6 AND 7, CORTES ISLAND, SAYWARD DISTRICT

(PREPARED PURSUANT TO SECTION 84(1)(a) OF THE LAND TITLE ACT)
 B.C.S. 8126.008

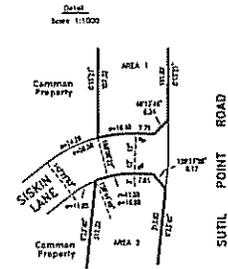
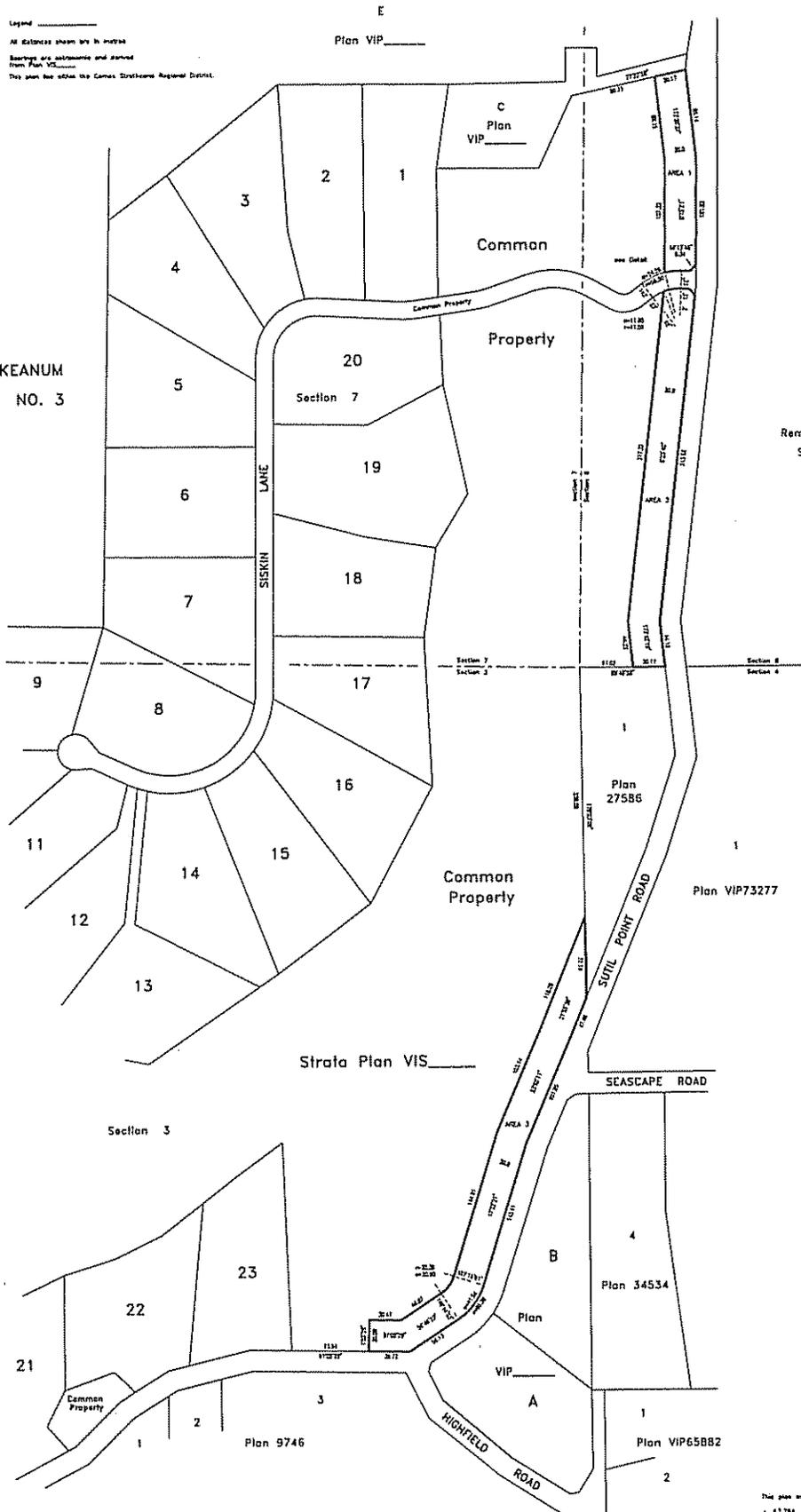
PLAN _____

Deposited in the Land Title Office at Victoria, B.C., this _____ day of _____, 2008.



Legend _____
 All distances shown are in metres.
 Bearings are astronomic and derived from Plan VL _____.
 This plan lies within the Cortes Strathcona Regional District.

PAUKEANUM
 I.R. NO. 3



Rem. SW 1/4
 Section 6

BOOK OF REFERENCE		
AREA	LOT	SIZE (ha)
1	Common Property	0.887
2	Common Property	1.259
3	Common Property	1.343

This plan was compiled and checked, and the checkers filed under # 43784, on the 27th day of January, 2008, and is hereby certified correct in accordance with Land Title Office records.