



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BB1220100

Charge BB1220100 is an Easement. An Easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the Easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This Easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants access and use to the owner of Lot 3 over a 41.1 m² portion of Lot 1 and 131.2 m² portion of Lot 9 as shown on reference plan BCP42743 attached to the charge, for the purpose of constructing and maintaining an emergency access and evacuation route across Lots 1 and 9. The Lot 3 owner shall construct and repair a paved road within the right of way and keep the road clean and maintain the road in a drivable condition for the passage of fire and other emergency vehicles.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 7 pages

-3 NOV 2009 09 18

BB1220100

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

John S. Davis, Grossman & Stanley, Business Lawyers
Box 55, 800 - 1090 West Georgia Street
Vancouver, BC V6E 3V7
Telephone: 604-683-7454


John S. Davis **West Coast**
Client # 10350

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(LEGAL DESCRIPTION)

No PID Number

027-830-802

Lot 1 Sections 20 and 29 Township 39 NWD Plan BCP 42742Lot 9 Except: Part Subdivided by Plan BCP 42742 Section 20

Township 39 NWD Plan BCP39932

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Easement over portion of Lot 1 on Plan BCP
and Easement over portion of Lot 9 on Plan BCP
shown outlined on Plan BCP 42742

(page and paragraph)
Page 4, Paragraph 3

Registered Owner, Lot 3 Sections 20 and 29
Transferor Township 39 NWD Plan BCP 42742
No PID Number

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

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

- ☐ D.F. No.
☒ Annexed as Part 2
☐ There is no Part 2 of this instrument

sh 11/3/2009 9:18:43 AM 2 2

Charge 1 \$73.40

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):

DOUGLAS MOORCROFT HALLAT, Executor of the Will of William George Madley, Deceased, In Trust, see DF BA328229 and BA328232, DOUGLAS MOORCROFT HALLAT and SUSAN ALEXANDRA HALLAT and MADLEY VENTURES LTD.
(consent and direction as beneficiary)

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

COUNTRYSIDE VILLAGE VENTURES LTD. (Inc. No. BC0793431), of #800-1090 W. Georgia Street, Vancouver, B.C.
V6E 3V7

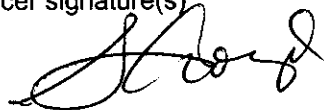
7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Execution Date

Officer signature(s)



SUSAN E. LLOYD
Barrister & Solicitor
2900 - 595 BURNARD ST.
VANCOUVER, B.C. V7X 1J5
604-691-7576

Y	M	D
2009	10	15

Party(ies) Signature(s)



DOUGLAS MOORCROFT HALLAT, Executor of
the Will of William George Madley, Deceased, In
Trust, see DF BA328229 and BA328232

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 7 pages

Officer Signature(s)

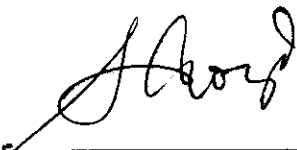
Execution Date

Transferor/Borrower/Party
Signature(s)

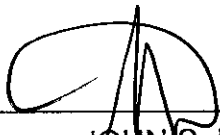


SUSAN E. LLOYD
Barrister & Solicitor
2900 - 595 BURNARD ST.
VANCOUVER, B.C. V7X 1J5
604-691-7576

(AS TO BOTH SIGNATURES)

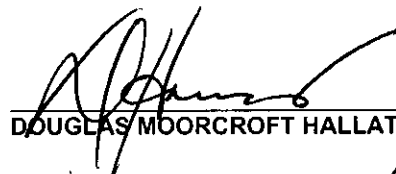


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VANCOUVER, B.C. V7X 1J5
604-691-7576



JOHN S. DAVIS
Barrister and Solicitor
GROSSMAN & STANLEY
800 - 1090 W. GEORGIA ST.
VANCOUVER, B.C. V6E 3V7
PHONE: 604-683-7454

Y	M	D
2009	10	15
2009	10	15
09	10	16

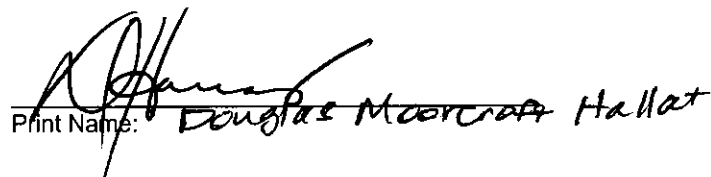


DOUGLAS MOORCROFT HALLAT



SUSAN ALEXANDRA HALLAT

MADLEY VENTURES LTD. by its Authorized Signatory:



Print Name: **Douglas Moorcroft Hallat**

COUNTRYSIDE VILLAGE VENTURES LTD. by its Authorized Signatory:



Raymond Heung

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.

TERMS OF INSTRUMENT PART 2EASEMENT

THIS INDENTURE is made the ____ day of October, 2009

BETWEEN:

DOUGLAS MOORCROFT HALLAT, Executor of the Will of William George Madley, Deceased, In Trust, see DF BA328229 and BA328232 of 3295 Sunnyside Road, Anmore, B.C. V3H 4Z4

AND:

DOUGLAS MOORCROFT HALLAT, Businessman of 3295 Sunnyside Road, Anmore, B.C. V3H 4Z4

AND:

SUSAN ALEXANDRA HALLAT, Businesswoman of 3295 Sunnyside road, Anmore, B.C. V3H 4Z4

(collectively, the "Transferors")

AND:

COUNTRYSIDE VILLAGE VENTURES LTD. (Inc. No. BC0793431), of 800-1090 West Georgia Street, Vancouver, B.C. V6E 3V7

(the "Transferee")

Whereas:

A. The Transferors, Douglas Moorcroft Hallat, Executor of the Will of William George Madley, Deceased, In Trust, see DF BA328229 and BA328232, Douglas Moorcroft Hallat and Susan Alexandra Hallat, are the registered owners in fee simple of those lands and premises described in item 2 of the Land Title Act Form C – General Instrument Part 1 attached hereto (the "Servient Tenement");

B. The Transferee is the registered owner of those lands and premises having a civic address of 3295 Sunnyside Road, Anmore, B.C. and legally known and described as:

PID:

Lot 3 Sections 20 and 29 Township 39 New Westminster District Plan BCP 42742

(the "Dominant Tenement");

C. In conjunction with the Transferee's application to the Village of Anmore (the "Village") to re-zone and subdivide the Dominant Tenement by way of a bare land strata plan, the Transferee has requested and the Transferors have agreed to grant to the Village a Statutory Right of Way on, along and over that 41.1 m.² portion of Lot 1 of the Lands and that 131.2 m.² portion of Lot 9 of the Lands shown in bold black outline on a Reference Plan of Statutory Right of Way certified by Robert M. Reese, B.C.L.S. on October 9, 2009 and filed in the New Westminster Land Title Office under No. BCP 42743, a reduced true photocopy of which is attached hereto (hereinafter called the "Right of Way Area") for the purpose of creating an emergency access and evacuation route across the Servient Tenement;

D. It is a term of the Transferors' agreement to grant the Village the Statutory Right of Way that the Transferee, at the Transferee's expense, shall be responsible for the construction, maintenance and repair of a paved road within the Right of Way Area and to keep the said road clear of snow and to otherwise maintain the said road within the Right of Way Area in a drivable condition suitable for the passage of fire and other emergency vehicles, equipment and personnel as determined by the Village in its sole discretion; and

E. At the request of the Transferee, the Transferors have agreed to grant to the Transferee an Easement encumbering title to the Servient Tenement on the terms and conditions herein set forth.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of \$1.00 now paid by the Transferee to the Transferors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferors and the Transferee agree as follows:

1. The Transferee, at the Transferee's expense, shall construct, maintain and repair a paved road within the Right of Way Area in accordance with the requirements of the Village of Anmore and shall at all times keep and maintain the said road in a drivable condition to a standard as would a prudent owner, suitable for the passage of fire and other emergency vehicles, equipment and personnel and in particular, without limiting the foregoing, will keep and maintain the Right of Way Area free and clear of snow and any other hazard or obstruction that may slow or impede the passage of fire and other emergency vehicles. The Transferee shall perform its obligations hereunder in a proper and workmanlike manner and will exercise appropriate control, care, skill and diligence.

2. The Transferee will indemnify and save harmless the Transferors from and against all actions, causes of action, suits, demands claims, liability, damages, costs and expenses that are suffered or incurred by the Transferors as a result of any default in the due observance and performance of the obligations or responsibilities of the Transferee under this Agreement

3. The Transferors hereby grant to the Transferee and its officers, employees, agents, workmen, contractors and all other persons acting for and on behalf of the Transferee, the full and free right, license, liberty and easement in perpetuity to use, enter upon, go, pass, repass, labour, be or remain at any time and at their will, by day or by night, on, along and over the Right of Way Area for the purpose of observing and performing its obligations under this Easement together with such vehicles, machinery and equipment as the Transferee may reasonably require to carry out the purposes aforesaid.

4. This Easement shall be construed as a covenant running with the Servient Tenement, provided however, that no part of the fee of the soil shall be vested in the Transferee by these presents.

5. The Transferee shall have quiet enjoyment of the rights hereby granted without disturbance, let or hindrance by any person, firm or corporation being the Transferors or occupiers from time to time of the Servient Tenement.

6. Notwithstanding anything contained herein, the Transferee shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Transferee ceases to have any further interest in the Dominant Tenement. For clarity, the Transferors acknowledge that upon subdivision of the Dominant Tenement, the strata corporation created by such subdivision will be responsible for observing and performing the obligations set out in paragraphs 1 and 2. The Transferee covenants and agrees to cause the strata corporation established by the deposit of the bare land strata plan referred to in Recital C above to execute and deliver to the Transferors an assumption agreement in form and content satisfactory to the Transferors, acting reasonably, confirming the responsibility of the strata corporation to observe and perform the obligations of the Transferee hereunder.

7. The Transferors will from time to time and at all times at the request and at the expense of the Transferee do and execute, or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyance and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.

8. This Easement and the terms, covenants and conditions herein contained shall enure to the benefit of and be binding upon the Transferors and the Transferee and their respective heirs, executors, administrators, successors and assigns.

9. The Transferors and the Transferee agree that this Agreement and the rights and obligations of the parties hereunder may only be modified or discharged with the consent in writing of the owners from time to time of the Dominant Tenement and Servient Tenement.

Page 6 of 7 pages

CONSENT AND DIRECTION OF BENEFICIARY

WHEREAS **MADLEY VENTURES LTD.** (called the "Beneficiary") is the beneficiary under document no. BA328229 (the "Declaration") in respect of the parcels of lands described in Item 2 of the Form C attached hereto and forming part of this Agreement.

Pursuant to the Declaration, the Beneficiary hereby consents to the registration of the Easement attached hereto and directs the nominee, Douglas Moorcroft Hallat, Executor of the Will of William George Madley, Deceased, to execute and deliver the attached Easement.

IN WITNESS WHEREOF the Beneficiary has executed this Consent and Direction by signing the Form C General Instrument – Part 1 attached hereto as of the date indicated thereon.

**REFERENCE PLAN OF STATUTORY RIGHTS OF WAY
OVER PORTIONS OF SECTION 20, TOWNSHIP 39,
NEW WESTMINSTER DISTRICT**

THE REFERRED PLAN OF THIS PLAN
IS SHOWN IN WHOLE BY 84 METERS IN HEIGHT
IS SHOWN IN WHOLE BY 84 METERS IN HEIGHT
Pursuant to Section 98(1)(a) Land Title Act
BCGS 920.038

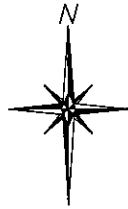
Plan BCP

Deposited in the Land Title Office
of New Westminster, B.C., this ... day
of ... 2009

DEPUTY-REGISTRAR

REF. NO.

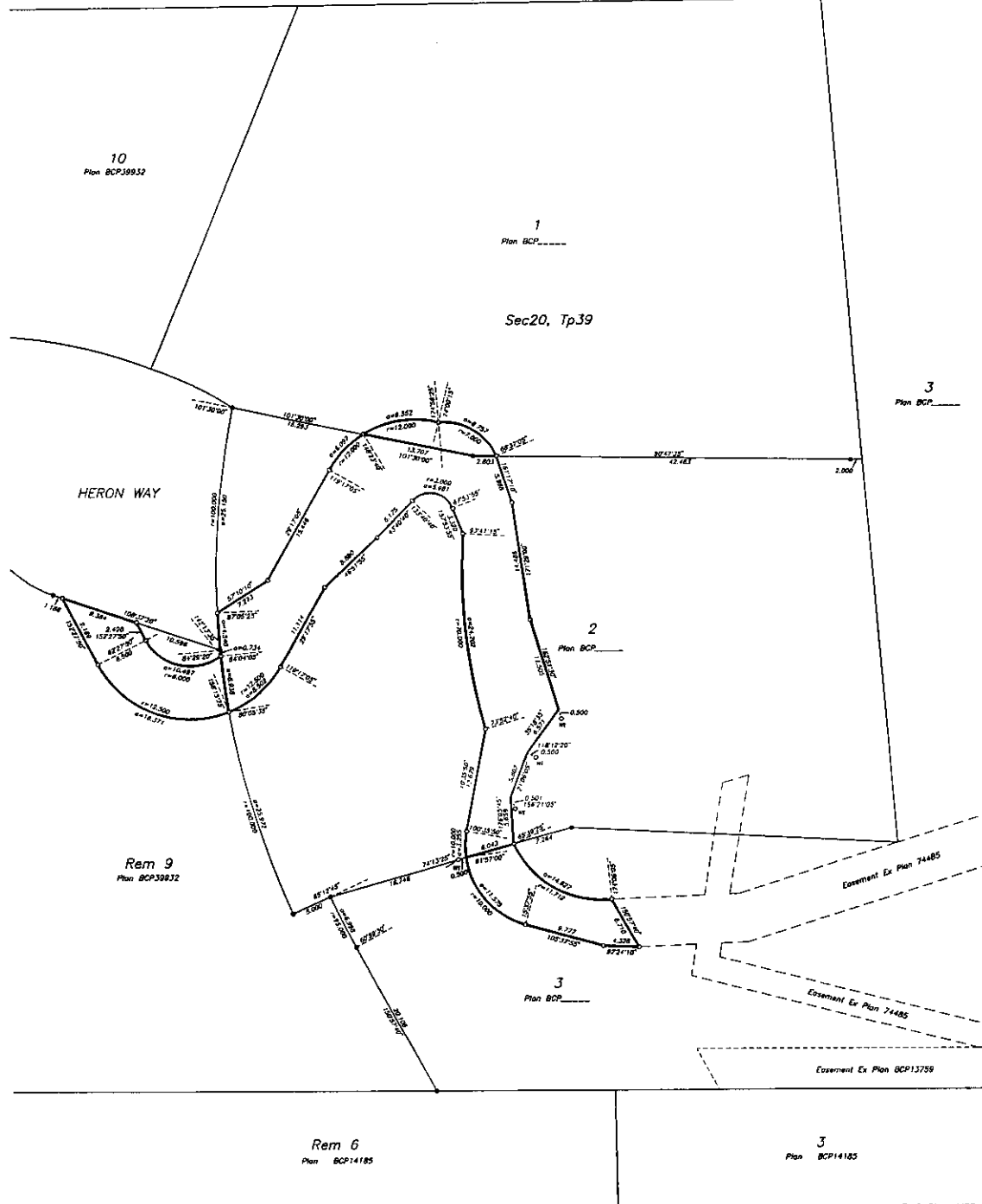
LEGAL DESCRIPTION	AREA
LOT 9 EXCEPT: PART SUBDIVIDED BY PLAN BCP	131.2 m ²
SECTION 20, TOWNSHIP 39, NW/4, PLAN BCP 19832	41.1 m ²
LOT 1, SECTION 20, TOWNSHIP 39, NW/4, PLAN BCP	867.3 m ²
LOT 2, SECTION 20, TOWNSHIP 39, NW/4, PLAN BCP	115.8 m ²



Block "A"

Sec29, Tp39

Section Boundary



PROFESSIONAL LAND SURVEYING INC.
202 - 1170 WESTWOOD STREET
COQUITLAM, B.C. V3K 7H8
TEL: (604) 464-5198
FAX: (604) 464-6509
FILE NUMBER: 5679Y

LEGEND:
● Indicates standard iron post found
○ Indicates standard iron post placed
Ex Indicates explanatory
Bearings are astronomic and derived from
Plan BCP 19832.
All distances are in metres.

THIS PLAN LIES WITHIN THE GREATER
VANCOUVER REGIONAL DISTRICT
I, Robert M. Rasse, a British Columbia Land Surveyor,
of Coquitlam in British Columbia, certify that
I was present at and personally supervised the
survey represented by this plan, and that the survey
and plan are correct. The field survey was completed
on the 8th day of October, 2009. The plan was
completed and checked, and the checklist filed under
No 102048 on the 9th day of October, 2009.

B.C.L.S.

END OF DOCUMENT