

**COBBLE HILL IMPROVEMENT DISTRICT
BYLAW No. 99**

A bylaw to authorize the execution of a Right of Way Agreement.

The trustees of the Cobble Hill Improvement District ENACT AS FOLLOWS:

1. That Robert Reid, Chair of the Trustees, and Jens Liebgott, Trustee, are hereby authorized to execute on behalf of the improvement district a Right of Way Agreement with the Cowichan Valley Regional District in the terms of the draft agreement hereto attached.
2. That Robert Reid, Chair of the Trustees, and Jens Liebgott, Trustee are hereby authorized to execute on behalf of the improvement district all necessary instruments to give effect to the said agreement.
3. This bylaw may be cited as the "CVRD Right of Way Agreement Bylaw."

INTRODUCED and given first reading by the Trustees on the 21st day of June, 2012.

RECONSIDERED and finally passed by the Trustees on the 21st day of June, 2012.



Chairman of the Trustees



Officer



I hereby certify under the seal of Cobble Hill Improvement District that this is a true copy of Bylaw No. 99 passed by the Trustees on the 21st day of June, 2012.



Officer

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

R. BRIAN McDANIEL, McDaniel & Tillie, Barristers & Solicitors
#201 - 64 Station Street

File No.: 11981

Telephone: (250) 748-6633

Fax: (250) 748-1496

Duncan

BC V9L 1M4

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

COWICHAN VALLEY REGIONAL DISTRICT

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

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

Y	M	D
12		

Transferor(s) Signature(s)

**COWICHAN VALLEY REGIONAL
DISTRICT** by its authorized
signatories

Per. _____

Per. _____

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

12

COBBLE HILL IMPROVEMENT
DISTRICT by its authorized signatories

Per.

Per.

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.

LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR PART OF SECTION 13, RANGE 6, SHAWNIGAN DISTRICT, MARKED
"DEDICATED FOR PARK" CONTAINING 117 SQUARE METRES AS SHOWN
ON A PLAN OF SUBDIVISION REGISTERED UNDER NUMBER VIP81077
PREPARED BY JOHN L. MOTHERWELL, B.C.L.S. DATED JUNE 6, 2005,
ATTACHED HERETO AS SCHEDULE "A"**

STC? YES

[Related Plan Number]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

**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 INSTRUMENT FORM.

6. TRANSFEREE:

COBBLE HILL IMPROVEMENT DISTRICT
an Improvement District incorporated under the Local Government Act of British Columbia
1485 Fisher Road, PO Box 137, Cobble Hill, British Columbia V0R 1L0

TERMS OF INSTRUMENT – PART 2

BACKGROUND

1. The Transferor is the registered and beneficial owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the District of Cobble Hill, in the Cowichan Valley Regional District and more particularly described as That Part of Section 13, Range 6, Shawnigan District, Marked "Dedicated for Park" Containing 117 Square Metres and Dedicated for Park as Shown on a Plan of Subdivision registered under number VIP81077 Prepared by John L. Motherwell, B.C.L.S. dated June 6, 2005 attached hereto as Schedule "A" (hereinafter called the "Transferor's Lands").
2. The Transferee is an Improvement District incorporated under the *Local Government Act* of British Columbia for the purposes of providing water services within the District of Cobble Hill.
3. The Transferee has installed and maintains certain works for the provision of water within the vicinity of the Transferor's Lands including a well and pipes for the transmission of water.
4. It is necessary for the Transferee's undertaking to gain access to certain lands including lands owned by The Board of Education of School District No. 79 (Cowichan Valley) legally described as Parcel Identifier: 024-779-458, Lot 1, Section 13, Range 6, Shawnigan District, Plan VIP70728 (the "School District's Lands").
5. It is necessary for the Transferee's undertaking to install certain electrical and communication installations including junction boxes, conduits and wires (the "Works") for the purpose of serving a well in the vicinity of the Lands.
6. The Transferee has requested that the Transferor grant the Transferee a Statutory Right of Way over the Transferor's Lands for the purposes of gaining access to the School District's Lands and also for the purposes of installing and maintaining the Works on the Transferor's Lands.

THEREFORE THIS AGREEMENT WITNESSES THAT:

DEFINITIONS

7. In this Agreement the following word or words:

"Lands" means all and singular those certain parcels or tracts of land situate in the community of Cobble Hill, in the Province of British Columbia and being more particularly known and described under the "Parcel Identifier(s) and Legal Description(s) of Land" Section of Part 1.

"Part 1" means, Part 1 of the related General Instrument.

"Works" means a system of junction boxes, conduits, wires, cables and other facilities for the transmission of electricity and communications to the School District's Lands.

COVENANTS OF THE TRANSFEROR

8. The Transferor hereby:

- a) Grants, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, licence, permission and right or way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish the Works on, over, and under the Lands;
- b) Grants unto the Transferee, its servants, agents, workers, contractors, licensees, the full right, liberty, and easement, to access, enter, work, intrude, or in any way establish the Works on, over, under, and through the Lands including the right to carry away soil or other surface or subsurface materials, to clear away growth, or obstructions, now or hereafter in existence, as may be necessary, useful, or convenient for the operations of the Transferee in relation to the Works. Access by vehicles and equipment is allowed for construction and repair purposes only, otherwise, access is restricted to pedestrian access only;
- c) For the purposes of enabling the Transferee to exercise its rights hereunder, the Transferor shall allow the Transferee, its employees, agents and invitees (including representatives of the Vancouver Island Health Authority) access over the Lands;
- d) Covenants and agrees not to cause nor permit anything which shall interfere with, prevent access to, damage, or be likely to damage the Works and, without limiting the generality of the foregoing agrees not to carry out nor permit to be carried out;
 - i) any blasting on or adjacent to the Lands without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld, or

- ii) any placement, construction, instalment or maintenance of any building, structure, asphalt, concrete driveway or patio, pipe, wire or other conduit on, over, or under any portion of the Lands so that it in any way interferes with, prevents access to, damages or is likely to damage the Works;
- e) Covenants and agrees not to diminish nor increase the soil cover over any of the Works installed in the Lands and, without limiting the generality of the foregoing, agrees not to construct open drains or ditches along or across any of the Works installed in the Lands;
- f) Covenants and agrees to do or execute or cause to be done or executed, from time to time and at all times, upon every reasonable request and at the cost of the Transferee all such further and other lawful acts, deeds, conveyances and assurances in law so as to better assure the Transferee of the Rights granted under this Agreement; and
- g) Covenants and agrees that the Statutory Right of Way is necessary for the operation and maintenance of the Transferee's undertaking.

COVENANTS OF THE TRANSFEEE

9. The Transferee covenants and agrees:

- a) Not to bury any debris nor rubbish of any kind in excavations or backfill, and agrees to remove shoring and like temporary structures as backfilling proceeds;
- b) To thoroughly clean all areas of the Lands to which it has had access under this Agreement of all rubbish and construction debris created or placed thereon by the Transferee and agrees to leave the lands in a neat and clean condition;
- c) To, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry under this Agreement to any of the Lands, replace the surface soil, as far as is reasonably possible, to the same condition as it was prior to such entry, so as to restore the natural drainage to the Lands, however, the Transferee shall not be required to restore any trees, grass or other surface growth but the Transferee agrees to leave the Lands in a condition which shall not inhibit natural regeneration of such growth;
- d) To carry out all work in a proper and skilful manner so as to do as little damage to the Lands as is reasonably possible;

- e) To make good as its own expense all damage or disturbance which may be caused to the surface soil of the Lands in the exercise of its rights under this Agreement;
- f) Notwithstanding anything to the contrary under this Agreement, to, as far as is reasonably possible, restore any fences, lawns, flower beds, as its cost to the same condition that they were in prior to any entry by the Transferee upon the Lands;
- g) To provide the Transferor with a copy of the Transferee's liability and indemnification insurance in the amount of not less than \$2,000,000.00 showing the Transferor as a named insured with respect to the Lands.

GENERAL

10. The parties mutually covenant and agree as follows:

- a) Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, or under the Lands by the Transferee shall at all times remain the property of the Transferee, notwithstanding that the same may be annexed or affixed to the Freehold and shall at any time and from time to time be removable in whole or in part by the Transferee;
- b) In the event that the Transferee abandons the Works or any part thereof the Transferee may, if it so elects, leave the whole or any part of the Works in place, but it shall cap and seal any well on the Lands in accordance with all regulatory requirements;
- c) No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of this Agreement and the Transferor may fully use and enjoy all of the Lands subject only to the rights and restrictions contained in this Agreement;
- d) The covenants contained in this Agreement shall be covenants running with the Lands and none of those covenants shall be personal or binding upon the parties hereto, save and except during the Transferor's seisin or ownership of any interest in the Lands, but the Lands, nevertheless, shall be and remain at all times charged therewith;

- e) If at the date hereof the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall also extend to such after-acquired interests;

ENTIRETY

- f) This Agreement and Part 1 embody the entire Agreement between the Transferor and the Transferee, and no understandings or agreements, oral or otherwise exist between the Transferor and the Transferee, except as expressly set out in this Agreement;

AMENDMENT

- g) No change or modification of this Agreement is valid unless it is in writing and signed by the Transferee and the Transferor;

ENUREMENT

- h) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be;

INTERPRETATION

- i) Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint;
- j) Wherever the singular or masculine is used, it shall be construed as if the plural, the feminine, or the neuter, as the case may be, had been used;
- k) The captions of headings appearing in the Agreement are inserted for convenience of reference only, and shall not affect the construction thereof.

PLAN OF SUBDIVISION OF
BLOCK 1475, PLAN VIP56724 AND
LOT A, SECTION 13, RANGE 6, PLAN VIP48879
SHAWNIGAN DISTRICT
B.C.G.S. 92 8.063.

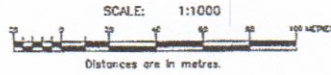
PLAN VIP 81077

Deposited in the Land Title Office at
Victoria, B.C.
this 31st day of May, 2006
C. Johnston per ch
Registrar
FALSIF

Approved under the Land Title Act
this 11 day of January, 2006

Approving Officer, Ministry of Transportation

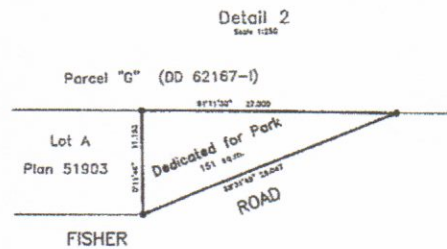
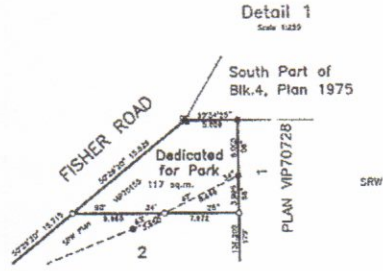
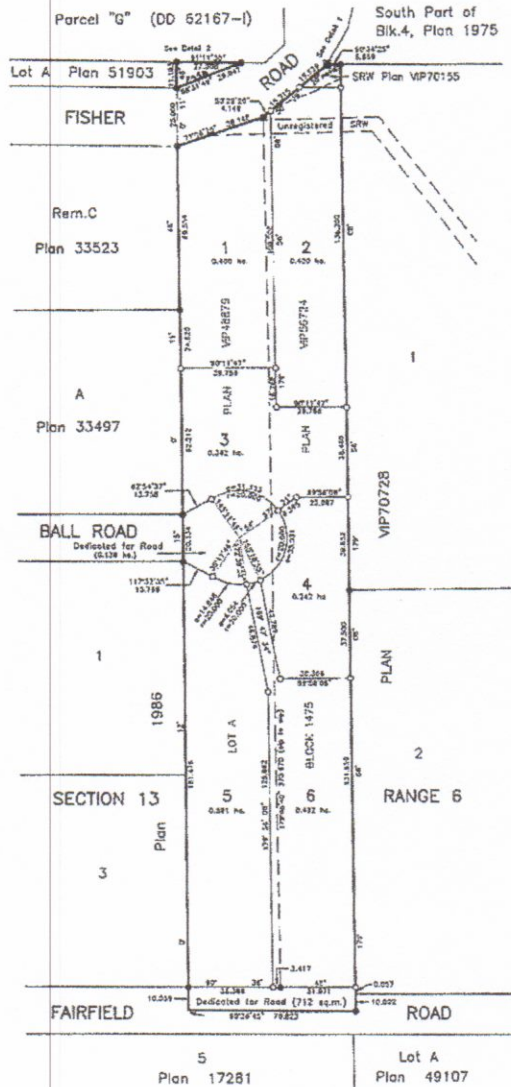
This Plan lies within the
Shawnigan Valley Regional District



Bearings are Astronomic derived from Plan VP70728

Legend

- Denotes Non-standard Concrete Post Found
- Denotes Standard Iron Post (Type 5) Found
- Denotes Standard Iron Post (Type 5) Placed



Approved as to Dedication of Road
British Columbia Hydro and Power Authority
Owners of Charge Number EP2514
By its Authorized Signatory SEUNG HANFALLANG

Witness [Signature]
Name SEUNG HANFALLANG
Address 9-353 DUMFRIES ST V8C 4K6 B3
Occupation ADMIN

Local Commissioner (B.C.) LORI ROSS
Authorized Signatory [Signature]
Witness [Signature] TINA ENYART
Occupation TELECOM MANAGER
Address 10091-64 Ave, Surrey, BC

Registered Owner
Cobble Hill Building Ltd.
(inc. No. 132180)
Authorized Signatory William L. Mathewson
Witness [Signature]
Occupation MANAGER
Address 1357 Ball Rd

The registered owner deponent herein hereby certifies that he has obtained title to (inserted agreement with her attorney the Queen in Right of the Province of British Columbia as represented by the Ministry of Lands, Control Vancouver Island title, representing title 12, 14, 15 and 6 shown on this plan, under Section 216 of the Land Title Act.

I, John L. Mathewson, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan and that the survey and plan are correct. The survey was completed on the 3rd day of June, 2005. The plan was completed and checked, and the certificate filed under # 23774, on the 6th day of June, 2005.

[Signature]
B.C.L.S.