

LAND TITLE ACT

FORM C

(Section 181(1))

BB523593

-5 JUL 2017 10 07

BB523597

Province of  
British Columbia

GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of 7 pages

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

J. WAYNE ROWE LAW OFFICE, Barrister & Solicitor  
Post Office Box 1880 - 758 School Road,  
Gibsons, B.C., V0N 1V0  
Telephone: (604) 886-2029

Signature of applicant, applicant's solicitor or agent

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

(PID)

( Legal Description)

SEE SCHEDULE

SEE SCHEDULE

3. NATURE OF INTEREST:\* DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST

DESCRIPTION  
SEE SCHEDULE

(page and paragraph)  
SEE SCHEDULE

SEE SCHEDULE

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

- (a) Filed Standard Charge Terms [ ] D.F. Number
- (b) Express Charge Terms [X] 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 discharges as a charge on the land described in Item 2.

5. TRANSFERORS:\* GIBSON'S LANDING BREWING CO. LTD., Inc. No. 311878

6. TRANSFEREE(S): (Including, postal address(s) and postal code(s))\*

GIBSON'S LANDING BREWING CO. LTD., Inc. No. 311878 of 777 Payne Road, Gibsons, B.C., V0N 1V7.

7. ADDITIONAL OR MODIFIED TERMS:\* NONE

8. EXECUTION(S):\*\* This instrument creates, assignee, 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)

J. WAYNE ROWE  
BARRISTER & SOLICITOR  
758 School Road - P.O. Box 1880  
Gibsons, B.C., V0N 1V0  
(604) 886-2029

Execution Date

Y	M	D
07	07	03

Party(ies) Signature(s)

GIBSON'S LANDING BREWING CO.  
LTD. by its authorized signatory(ies):

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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.	(a)	PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND (PID)	(Legal Description)
		027-090-531	Lot 36, District Lot 907, Group 1, NWD, Plan BCP30470
		027-090-523	Lot 35, District Lot 907, Group 1, NWD, Plan BCP30470
		027-090-515	Lot 34, District Lot 907, Group 1, NWD, Plan BCP30470
		027-090-639	Lot 46, District Lot 907, Group 1, NWD, Plan BCP30470
		027-090-621	Lot 45, District Lot 907, Group 1, NWD, Plan BCP30470

3.	NATURE OF INTEREST DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
	Easement over part of 027-090-531, Lot 36, DL907, Gp 1 NWD, Plan BCP30470 shown on Plan _____	Entire Document	Registered Owners of 027- 090-477, Lot 33, DL907 Gp 1, NWD, Plan BCP30470 027-090-515, Lot 34, DL907, Gp 1, NWD, Plan BCP30470, 027-090-523, Lot 35, DL907, Gp1, NWD, Plan BCP30470
	Easement over part of 027-090-523, Lot 35, DL907, Gp1 NWD, Plan BCP30470 shown on Plan _____	Entire Document	Registered Owners of 027- 090-477, Lot 33, DL907 Gp 1, NWD, Plan BCP30470 027-090-515, Lot 34, DL907, Gp 1, NWD, Plan BCP30470
	Easement over part of 027-090-515, Lot 34, DL907, Gp 1, NWD, Plan BCP30470 shown on Plan _____	Entire Document	Registered Owners of 027- 090-477, Lot 33, DL907 Gp 1, NWD, Plan BCP30470
	Easement over part of 027-090-639, Lot 46, DL907, Gp 1, NWD, Plan BCP30470 shown on Plan _____	Entire Document	Registered Owners of 027- 090-612, Lot 44, DL907, Gp 1, NWD, Plan BCP30470, 027-090-621, Lot 45, DL907, GP 1, NWD, Plan BCP30470
	Easement over part of 027-090-621, Lot 45, DL 907, Gp 1, NWD, Plan BCP30470 shown on Plan _____	Entire Document	Registered Owners of 027- 090-612, Lot 44, DL907, Gp 1, NWD, Plan BCP30470

Terms of Instrument—Part 2

THIS AGREEMENT dated for reference *July 3, 2007* is

BETWEEN:

*GIBSON'S LANDING BREWING CO. LTD.*  
777 Payne Road  
Gibsons, B.C., V0N 1V7

(the "Grantor")

AND:

*GIBSON'S LANDING BREWING CO. LTD.*  
777 Payne Road  
Gibsons, B.C., V0N 1V7

(the "Grantee")

WHEREAS:

- A. As of the date of this Agreement, the Grantor and the Grantee are the same corporate entity and the Grantor/Grantee is developing a single family subdivision project and the Grantor/Grantee is the registered owner of those lands and premises in *Gibsons*, British Columbia, legally described as the Servient Tenement Lots as set out in paragraph 2 herein (collectively called the "Lands" and individually referred to by lot numbers).
- B. A storm drainage system has been or will be constructed and installed on portions of the Lands and for the purpose of such installation and construction and for the further purpose of maintaining and inspecting the storm drainage system, the parties have agreed to the easement as defined in this Agreement.
- C. The natural flow of storm water runoff is in the easterly direction over Lots 34, 35 and 36 and in a westerly direction over Lots 45 and 46 and will enter the storm drainage system in the Easement Area of the Lands.

NOW THEREFORE in consideration of \$1.00 now paid by the Grantee to the Grantor (the receipt and sufficiency of which are acknowledged) the Grantor covenants and agrees with the Grantee as follows:

- (1) The Grantor covenants and agrees with the Grantee that it shall construct or cause to be constructed the storm water drainage system (the "Works") upon or through those portions of the Grantor's Lands described as follows:

Those portions of the Lands shown outlined in heavy dark line on Reference Plan No. \_\_\_\_\_, (the "Easement Area") a reduced copy of which is attached to this Agreement as Schedule A.

- (2) The Grantor as "Servient Tenement" and owner of the Servient Tenement Lots (as defined) grants in favour of the Dominant Tenement Lots (as defined) the full, free and unrestricted right and liberty to construct, maintain, repair, replace or renew any or all of the Works in, over and upon those portions of the Servient Tenement Lots contained within the Easement Area. "Dominant Tenement" shall mean those lots as real property for which the benefit of the aforesaid right is hereby granted. "Servient Tenement" shall mean those lots as real property in, over and upon which the aforesaid right is granted. The grant of Easement is from each of the Servient Tenement Lots in favour of one or more of the Dominant Tenement Lots as follows:

<b>Servient Tenement Lots</b>	<b>Dominant Tenement Lots</b>
<i>027-090-531 Lot 36 DL 907 GP 1 NWD PI BCP 30470</i>	<i>027-090-477 Lot 33 DL 907 GP 1 NWD PI BCP 30470 027-090-515 Lot 34 DL 907 GP 1 NWD PI BCP 30470 027-090-523 Lot 35 DL 907 GP 1 NWD PI BCP 30470</i>
<i>027-090-523 Lot 35 DL 907 GP 1 NWD PI BCP 30470</i>	<i>027-090-477 Lot 33 DL 907 GP 1 NWD PI BCP 30470 027-090-515 Lot 34 DL 907 GP 1 NWD PI BCP 30470</i>
<i>027-090-515 Lot 34 DL 907 GP 1 NWD PI BCP 30470</i>	<i>027-090-477 Lot 33 DL 907 GP 1 NWD PI BCP 30470</i>
<i>027-090-639 Lot 46 DL 907 GP 1 NWD PI BCP 30470</i>	<i>027-090-612 Lot 44 DL 907 GP 1 NWD PI BCP 30470 027-090-621 Lot 45 DL 907 GP 1 NWD PI BCP 30470</i>
<i>027-090-621 Lot 45 DL 907 GP 1 NWD PI BCP 30470</i>	<i>027-090-612 Lot 44 DL 907 GP 1 NWD PI BCP 30470</i>

- (3) All covenants of the Grantor under this Agreement and any rights, duties or responsibilities of the Grantor as specified in this Agreement shall be deemed to be granted in respect to each of the Servient Tenement Lots in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement Lots related to those Servient Tenement Lots.
- (4) The Grantor covenants, agrees and grants to the Grantee, its servants, agents, tenants, invitees and licensees the full free and uninterrupted right, licence, liberty, easement, privilege and permission at all times to allow storm drainage waters to flow through the storm drainage system installed by the Grantor on, over or under the Easement Area.
- (5) The Grantor grants to each of the Grantees as Dominant Tenement owners, the right to enter upon and have full and uninterrupted access at all times over, through and under the Easement Area with or without workmen, vehicles and equipment, for the purpose of repairing, cleaning and otherwise servicing the storm drainage system, or for grading the surface of the Easement Area to permit proper drainage of surface waters into the storm drainage system.
- (6) The Grantor covenants with the Grantee and the Grantor covenants with each other Grantor:
  - (a) that no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Easement Area and that no growth, except lawn grass, shall be planted upon the Easement Area;
  - (b) that no residence shall be made, placed, erected or maintained within the Easement Area;
  - (c) that the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the storm drainage system;
  - (d) that the natural flow of the storm water runoff over the Lands and from one lot to another shall not be impeded or redirected;
  - (e) that the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area;
  - (f) that the Grantor will not diminish the soil cover over any portion of the Easement Area;
  - (g) the Grantor will, as far as reasonably necessary, carry out or cause to be

carried out the maintenance, repair, cleaning, renewal replacement and/or otherwise servicing of the storm drainage system located on or under the Easement Area in a proper and workmanlike manner; and

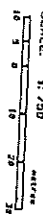
- (h) to repair any damage to the Easement Area occasioned by its use of the easement.
- (7) The Grantor and Grantee covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to save harmless and indemnify the other from any breach or default of any covenant under this Agreement until their respective rights, interest, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.
- (8) The Grantor will, if so requested by the Grantee, execute such further and other documents in respect of the said Easement hereby granted, as may reasonably be required.
- (9) This Easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and these presents, including all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of the successors and assigns of the Grantor and the Grantee.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

REFERENCE PLAN OF EASEMENT OF PART OF LOTS 34, 35, 36, 45 AND 46,  
DL 907, GROUP 1, NWD, PLAN BCP

PURSUANT TO SECTION 99, LAND TITLE ACT.

SCALE: 1:750



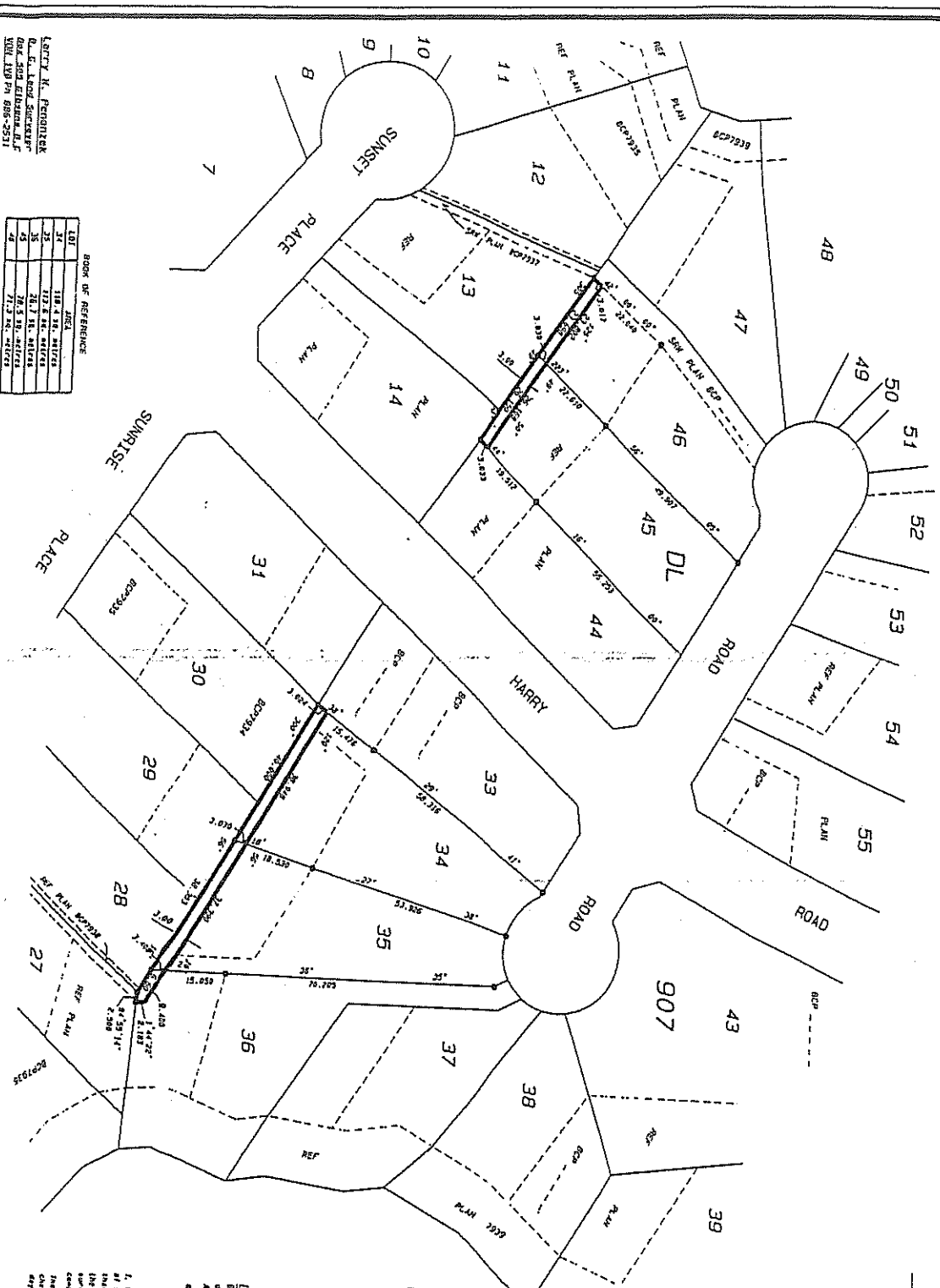
DCGS 926, 043

This plan lies within the Southern Civil District.

PLAN BCP 31060

Deposited in the Land Title Office  
at New Westminster, B.C., this  
day of \_\_\_\_\_, 2007

Registrar



LARRY K. PENNINGTON  
B.C. Land Surveyor  
100-500 KILBURN, N.W.  
VAN. V6P 1M 885-3531

LOT	AREA	BOOK OF REFERENCE
34	118.438 sqft	
35	112.648 sqft	
36	78.731 sqft	
45	78.539 sqft	
46	71.321 sqft	

**LEGEND**  
Bearing and astronomic  
distances are BCP323A.  
All distances are in metres.  
● standard iron pipe found.

I, L. K. Pennington, a British Columbia Land Surveyor,  
at the farm of Eileen, British Columbia, certify  
that I was present at and personally supervised  
the survey represented by this plan and that the  
bearings and distances are true and that the  
lot lines are the only way of recovery, 2007.  
The plan was completed and checked and the  
original is deposited and correct and the  
day of March, 2007.

*L. K. Pennington*  
L. K. Pennington, B.C.L.S.