



Luxury Tofino Condo

#401 - 368 Main Street, Tofino, BC

Sotheby's | Canada
INTERNATIONAL REALTY

A 2-storey, private penthouse suite in the heart of Tofino

4 BED 2 BATH 2729 SQ.FT.

Located on the waterfront in Tofino, open concept upper floor, great for families and entertaining. Bedrooms, bathrooms and laundry on main floor. Further storage, underground parking and additional amenities on lower level. Opulent finishes in a penthouse suite that has views of the harbour and the town

- FOUR PATIOS
- OPULENT FINISHES
- CORNER PENTHOUSE
- DISTINCT FUNCTIONAL AREAS
- CONVENIENTLY LOCATED

Shane Wilson

Cell: 778-585-5010 swilson@sothebysrealty.ca
www.luxuryislandhomes.ca

Logan Wilson

Cell: 250-857-0609 lwilson@sothebysrealty.ca
www.victorialuxurygroup.com

Sotheby's International Realty Canada

752 Douglas Street

Victoria, BC V8W 3M6

250-380-3933

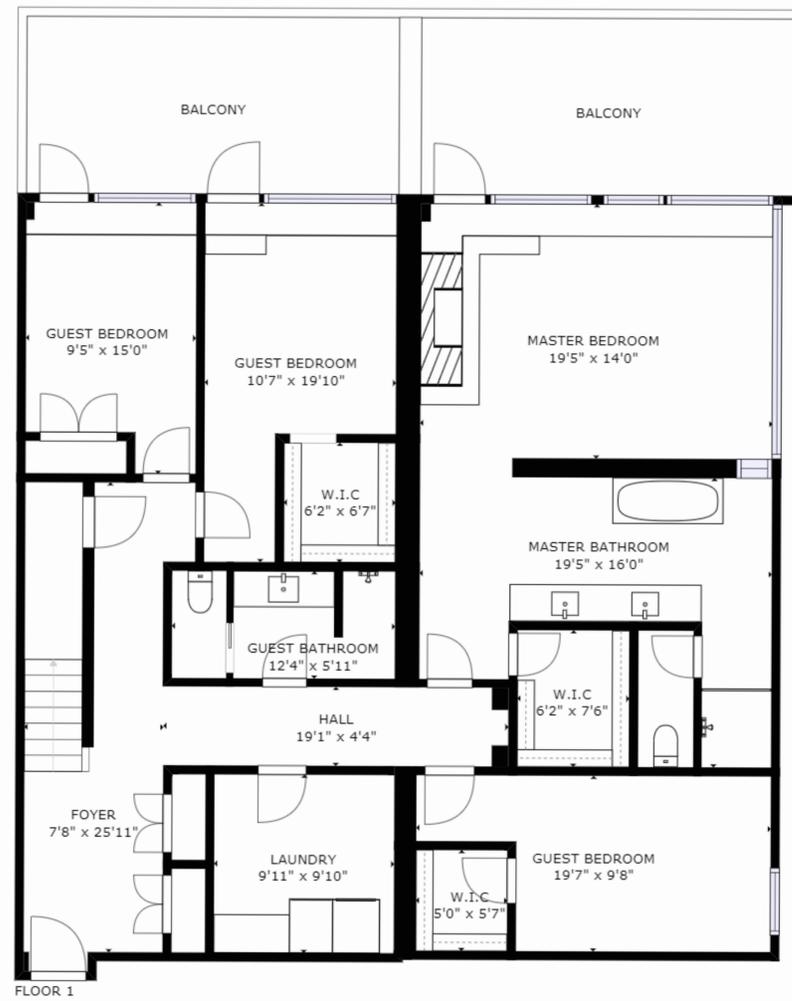
<https://sothebysrealty.ca>

sothebysrealty.com

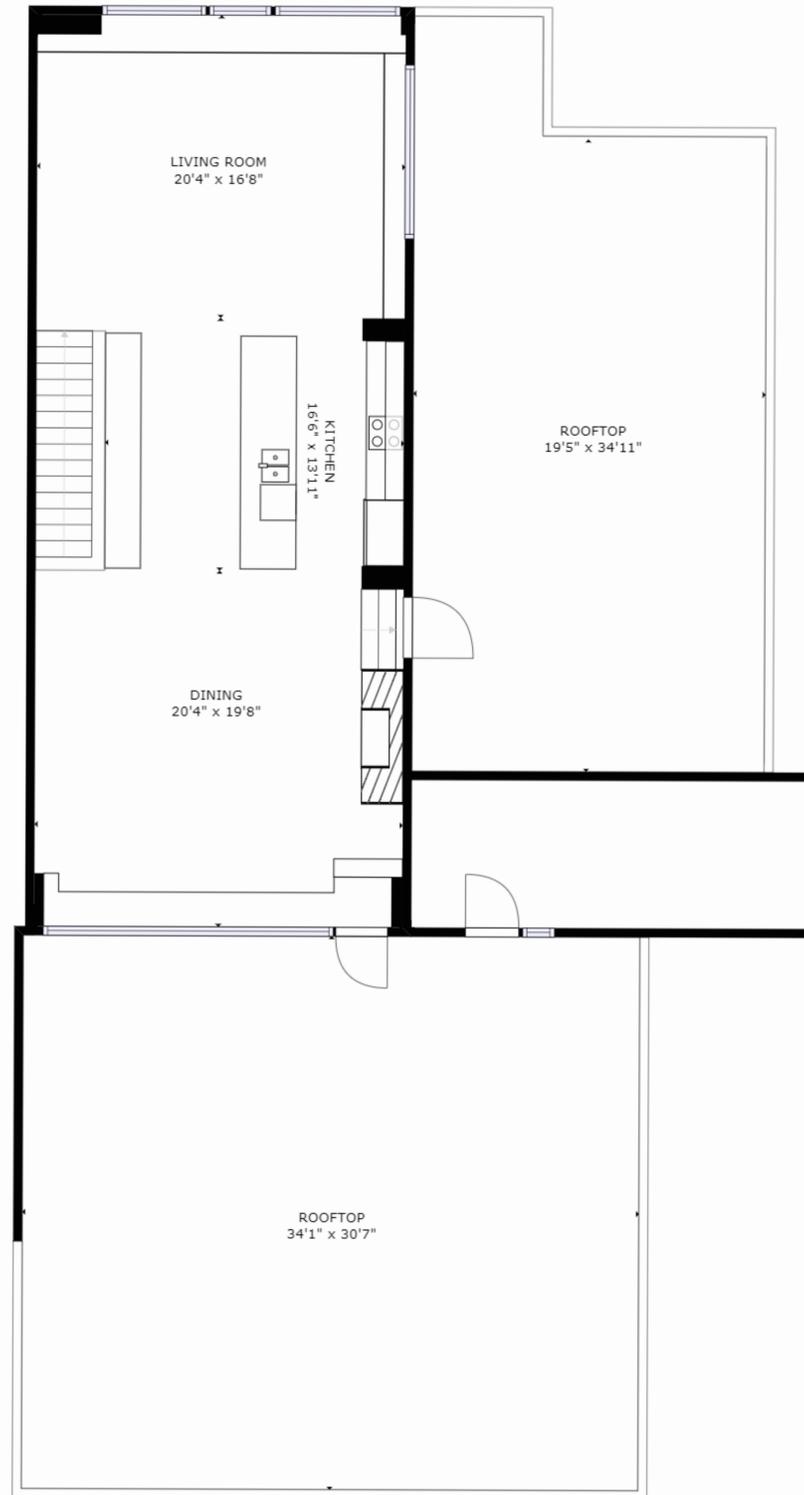


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INTERNATIONAL REALTY



FLOOR 1



FLOOR 2

By using this information, the user hereby acknowledges that Sotheby's International Realty Canada, providing service, does not provide legal or other expert advice in the matters beyond the common standard of care in the real estate industry. The user has been advised to seek independent legal or expert advice prior to executing a Contract of Purchase and Sale if the user has any questions or concerns with respect to any of the terms of the Contract.

GROSS INTERNAL AREA
 FLOOR 1: 1707 sq ft, FLOOR 2: 1023 sq ft
 EXCLUDED AREAS: , BALCONY: 404 sq ft
 TOTAL: 2729 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



TITLE SEARCH PRINT

2019-02-13, 10:06:06
Requestor: Shane Wilson

File Reference:
Declared Value \$ 2200000

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

Land Title District VICTORIA
Land Title Office VICTORIA

Title Number CA1265006
From Title Number FB287966



Application Received 2009-09-10

Application Entered 2009-09-18

Registered Owner in Fee Simple
Registered Owner/Mailing Address: MERRIN MCROBERTS, BUSINESSWOMAN
1110 VALOIS AVENUE SW
CALGARY, AB
T2T 1L3

Taxation Authority Tofino, District of

Description of Land
Parcel Identifier: 027-985-938
Legal Description:
STRATA LOT 26 DISTRICT LOTS 114, 1931 AND 1933 CLAYOQUOT DISTRICT
STRATA PLAN VIS6833 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY
IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE FB178778

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE FB242581

TO THE COMMON PROPERTY IS ANNEXED EASEMENT FB287977 OVER STRATA LOT
25, STRATA PLAN VIS6833 AS SHOWN ON PLAN VIP86971

TITLE SEARCH PRINT

2019-02-13, 10:06:06
Requestor: Shane Wilson

File Reference:
Declared Value \$ 2200000

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	FB287939
Registration Date and Time:	2009-07-31 13:35
Registered Owner:	MOSS DEVELOPMENT INC. INCORPORATION NO. 0698227
Remarks:	INTER ALIA



Nature:	RESTRICTIVE COVENANT
Registration Number:	FB287979
Registration Date and Time:	2009-07-31 13:39
Remarks:	INTER ALIA APPURTENANT TO STRATA LOT 25, STRATA PLAN VIS6833

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

PROPERTY DISCLOSURE STATEMENT



STRATA TITLE PROPERTIES

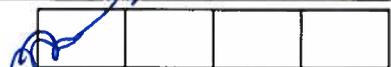


Date of disclosure: March 13, 2019

The following is a statement made by the seller concerning the property or strata unit located at:

ADDRESS/STRATA UNIT #: 401 368 Main Street Tofino, BC (the "Unit")

THE PROPERTY CONTAINS THE FOLLOWING BUILDINGS:				
_____ Principal Residence _____ Residence(s) _____ Barn(s) _____ Shed(s) _____ Other Building(s) Please describe _____				
THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer. "Unit" is defined as the living space, including related limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.				
THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.				
1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware of any past or present underground oil storage tank(s) in or on the Development?		✓		
B. Are you aware of any existing tenancies, written or oral?		✓		
C. Are you aware of any current or pending local improvement levies/charges?		✓		
D. Are you aware of any pending litigation or claim affecting the Development or the Unit from any person or public body?		✓		
2. SERVICES				
A. Are you aware of any problems with the water system?		✓		
B. Are you aware of any problems with the sanitary sewer system?		✓		
3. BUILDING Respecting the Unit and Common Property				
A. Has a final building inspection been approved or a final occupancy permit been obtained?	✓			
B. Has the fireplace, fireplace insert, or wood stove installation been approved i.) by local authorities? <input checked="" type="checkbox"/> ii.) received WETT certificate? <input type="checkbox"/>				
C. (i) Has this Unit been previously occupied?	✓			
(ii) Are you the "owner developer" as defined in the Strata Property Act?		✓		
D. Does the Unit have any equipment leases or service contracts; e.g., security systems, water purification, etc.?		✓		
E. Are you aware of any additions or alterations made without a required permit; e.g., building, electrical, gas, etc.?		✓		
F. Are you aware of any structural problems with any of the buildings in the Development?		✓		
G. Are you aware of any problems with the heating and/or central air conditioning system?		✓		
H. Are you aware of any damage due to wind, fire or water?		✓		
I. Are you aware of any infestation or unrepaired damage by insects or rodents?		✓		
J. Are you aware of any leakage or unrepaired damage?		✓		
K. Are you aware of any problems with the electrical or gas system?		✓		
L. Are you aware of any problems with the plumbing system?		✓		
M. Are you aware of any pet restrictions?		✓		


INITIALS



DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 401 368 Main Street

Tofino, BC

3. BUILDING Respecting the Unit and Common Property. (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
N. Are you aware of any rental restrictions?	X			
O. Are you aware of any age restrictions?		X		
P. Are you aware of any other restrictions? If so, provide details on page 4, Section 5 Additional Comments.			X	
Q. Are you aware of any special assessment(s) voted on or proposed? (i) For how much? _____			X	
R. Have you paid any special assessment(s) in the past 5 years? (i) For how much? _____			X	
S. Are you aware of any agreements that provide for future payment or possible payment of monies to you in your capacity as the current owner of the Unit?		X		
T. Are you aware of any pending strata corporation policy or bylaw amendment(s) which may alter or restrict the uses of the Unit?			X	
U. Are you aware of any problems with the swimming pool and/or hot tub?		X		
V. Are you aware of any additions, alterations or upgrades made to the Unit that were not installed by the original developer?		X		
W. Are there any agreements under which the owner of the Unit assumes responsibility for the installation and/or maintenance of alterations to the Unit or Common Property?		X		
X. Was this Unit constructed by an "owner builder," as defined in the Homeowner Protection Act, within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)		X		
Y. Is this Unit or related Common Property covered by home warranty insurance under the Homeowner Protection Act? (Please visit BC Housing's New Home Registry for confirmation on home warranty insurance - https://lims.bchousing.org/LIMSPortal/registry/Newhomes/)		X		
Z. Is there a current "EnerGuide for Houses" rating number available for this unit? i) If so, what is the rating number? _____ ii) When was the energy assessment report prepared? _____		X		
AA. Nature of Interest/Ownership: Freehold <input type="checkbox"/> Time Share <input type="checkbox"/> Leasehold <input type="checkbox"/> Undivided <input type="checkbox"/> Bare Land <input type="checkbox"/> Cooperative <input type="checkbox"/>				
BB. Management Company <u>ARDENT PROPERTIES</u> Name of Manager <u>CHRISTINE BRICE</u> Telephone <u>250-753-0881</u> Address <u>NANAIMO, BC</u>				
CC. If self managed, Strata Council President's Name _____ Telephone _____ Strata Council Secretary Treasurer's Name _____ Telephone _____				
DD. Are the following documents available?	Yes	No	Can be obtained from:	
Bylaws	X		<u>MGMT COMPANY</u>	
Rules/Regulations	X		u	
Year-to-date Financial Statements	X		u	
Current Year's Operating Budget	X		u	
All Minutes of Last 24 Months Including Council, Special and AGM Minutes	X		u	
Engineer's Report and/or Building Envelope Assessment	X		u	
Strata Plan	X		?	
Depreciation Report	X		u	
Reserve Fund Study	X		u	
EE. What is the monthly strata fee? \$ <u>216.50.00</u>				

 [] [] [] []

INITIALS



DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 401 368 Main Street

Tofino, BC

3. BUILDING Respecting the Unit and Common Property. (continued)									
Does this monthly fee include:	YES	NO	DO NOT KNOW	DOES NOT APPLY		YES	NO	DO NOT KNOW	DOES NOT APPLY
Management?	X				Recreation?		X		
Heat?	X				Cable?		X		
Hot Water?	X				Gardening?	X			
Gas Fireplace?	X				Caretaker		X		
Garbage?	X				Water?	X			
Sewer?	X				Other?				
FF. (i) Number of Unit parking stalls <u>2</u> included and specific numbers <u>16/17</u> (ii) Are these: (a) Limited Common Property? <input checked="" type="checkbox"/> (b) Common Property? <input type="checkbox"/> (c) Rented? <input type="checkbox"/> (d) Long Term Lease? <input type="checkbox"/> (e) Other? <input type="checkbox"/>									
GG. (i) Storage Locker? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Number(s) <u>UNKNOWN</u> (ii) Are these: (a) Limited Common Property? <input type="checkbox"/> (b) Common Property? <input type="checkbox"/> (c) Rented? <input type="checkbox"/> (d) Long Term Lease? <input type="checkbox"/> (e) Other? <input type="checkbox"/>									
4. GENERAL					YES	NO	DO NOT KNOW	DOES NOT APPLY	
A. Are you aware if the Unit, or any other unit, or the Development has been used to grow marijuana (other than as permitted by law) or to manufacture illegal substances?						X			
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Property or Unit?						X			
C. Are you aware if the property, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?						X			

For the purposes of Clause 4. B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

- (a) a defect that renders the real estate
 - (i) dangerous or potentially dangerous to the occupants
 - (ii) unfit for habitation

 _____
INITIALS



DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 401 368 Main Street

Tofino, BC

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.



SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____ . The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Development and, if desired, to have the Development inspected by a licensed inspection service of the buyer's choice.

The buyer acknowledges that all measurements are approximate. The buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the buyer is concerned about the size.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the strata Unit or the Development.

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BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL REF # V46428 REQUESTED: 2012-02-20 16:26

CLIENT NAME: CD WILSON LAW CORPORATION DBA CD WILSON
ADDRESS: AND ASSOCIATES
 NANAIMO BC V9S 4K2

PICK-UP INSTRUCTIONS:

USER ID: PE66826 PLAN # VIS6833 VI Filed RCVD:2009-07-31
ACCOUNT: 290482
FOLIO

REMARKS:

Help Desk Victoria (250) 953-8200
 In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

STRATA PLAN OF LOT 1

DISTRICT LOTS 114, 1931 & 1933

CLAYOQUOT DISTRICT

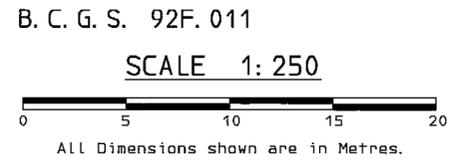
PLAN VIP85411



FIRST SHEET, SHEET 1 OF 7 SHEETS.
STRATA PLAN VIS 6833

Deposited and registered in the Land Title Office at VICTORIA, B. C. this 31 day of July, 2009.

A. Bracegirdle
REGISTRAR
FB287941



- LEGEND**
- BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN VIP85411
- MECH DENOTES MECHANICAL ROOM
 - SL DENOTES STRATA LOT
 - PT DENOTES PART
 - m² DENOTES SQUARE METRES
 - DENOTES STANDARD IRON POST FOUND
 - DENOTES STANDARD IRON POST SET
 - WT DENOTES WITNESS
 - ⊙ DENOTES STANDARD CAPPED POST FOUND
 - ⊙ DENOTES STORAGE LOCKER
 - VEST DENOTES VESTIBULE ACCESS TO STAIRS OR CORRIDOR
 - ⊙ DENOTES PARKING STALL
- NOTE: BUILDING OFFSETS ARE TO FOUNDATION

I, IAN W. ZAHARKO B. C. L. S. A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT, AS OF THE 14TH DAY OF MAY 2009. BEEN PREVIOUSLY OCCUPIED.

IAN W. ZAHARKO
IAN. W. ZAHARKO B. C. L. S.

CIVIC ADDRESS:
368 MAIN STREET
TOFINO, B. C. V0R 2Z0

ALL BALCONIES AND DECKS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSION OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF THE STRATA LOT WITHIN THE SAME BUILDING UNLESS OTHERWISE INDICATED.

I, IAN W. ZAHARKO, A BRITISH COLUMBIA LAND SURVEYOR CERTIFY : THAT THE BUILDINGS SHOWN ON THIS STRATA PLAN ARE WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

DATED AT COMOX, B. C. THIS 27TH DAY OF MAY, 2009.

IAN W. ZAHARKO B. C. L. S.
IAN W. ZAHARKO

THE ADDRESS FOR SERVICE OF DOCUMENTS IS:

THE OWNERS
SRATA PLAN NO. VIS 6833
P. O. BOX 10
CAMPBELL RIVER, B. C. V9W-4Z9

I, IAN W. ZAHARKO, A BRITISH COLUMBIA LAND SURVEYOR, OF COMOX, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE PLAN AND SURVEY ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 14TH DAY OF MAY, 2009. THE PLAN WAS COMPLETED AND CHECKED AND THE CHECKLIST FILED UNDER NO. 96706 ON THE 27TH DAY OF MAY, 2009.

IAN W. ZAHARKO

THIS PLAN LIES WITHIN :
THE ALBERNI-CLAYOQUOT REGIONAL DISTRICT AND THE DISTRICT OF TOFINO

ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS

1-1841 COMOX AVENUE
COMOX, B. C.
V9M 3M3 (250) 339-9711
FACSIMILE : (250) 339-2127
FILE: 1502-P1



BROWNING PASSAGE

BK E
D. L. 1933

EXTERIOR DIMENSIONS OF
31 CONDOMINIUM UNITS.
FIVE STOREY
CONCRETE SUPER STRUCTURE
CONCRETE FOUNDATION

BK B
D. L. 1933

9
BK. 3
PLAN 717

MAIN STREET

MORTGAGE:
LAURENTIAN BANK OF CANADA

Graff
GRAFF TRILLUMEN
AUTHORIZED SIGNATORY
PRINT NAME:

Bleed
AUTHORIZED SIGNATORY
PRINT NAME: AL BOND

WITNESS AS TO BOTH SIGNATURES
PRINT NAME: ANTONIA LAM

STE-603-700 W. GEORGIA ST.

VANCOUVER, BC V7Y 1A1
ADDRESS OF WITNESS

ADMINISTRATOR
OCCUPATION OF WITNESS

OWNER:
MOSS DEVELOPMENT INC.
(INC. NO. 698227)

Thomas Olsen
AUTHORIZED SIGNATORY
PRINT NAME: THOMAS OLSEN

Mark Rappaport
AUTHORIZED SIGNATORY
PRINT NAME: Mark Rappaport
WITNESS AS TO BOTH SIGNATURES
PRINT NAME: MARK RAPPAPORT

2663 LINCOLN RD., VICTORIA, BC.
ADDRESS OF WITNESS

LAWYER
OCCUPATION OF WITNESS

MORTGAGE:

Thomas Gordon Olsen
AUTHORIZED SIGNATORY
(THOMAS GORDON OLSEN)

Mark Rappaport
AUTHORIZED SIGNATORY
(RENE RUTZ)
WITNESS AS TO BOTH SIGNATURES
PRINT NAME: MARK RAPPAPORT

2663 LINCOLN RD.

VICTORIA, BC.
ADDRESS OF WITNESS

LAWYER
OCCUPATION OF WITNESS

MORTGAGE:
COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION

Cam Cooper
AUTHORIZED SIGNATORY
PRINT NAME: Cam Cooper

Mark Rappaport
AUTHORIZED SIGNATORY
PRINT NAME:

WITNESS AS TO BOTH SIGNATURES
PRINT NAME: MARK RAPPAPORT

2663 LINCOLN RD

VICTORIA, BC.
ADDRESS OF WITNESS

LAWYER
OCCUPATION OF WITNESS

ORIGINAL

FIRST FLOOR

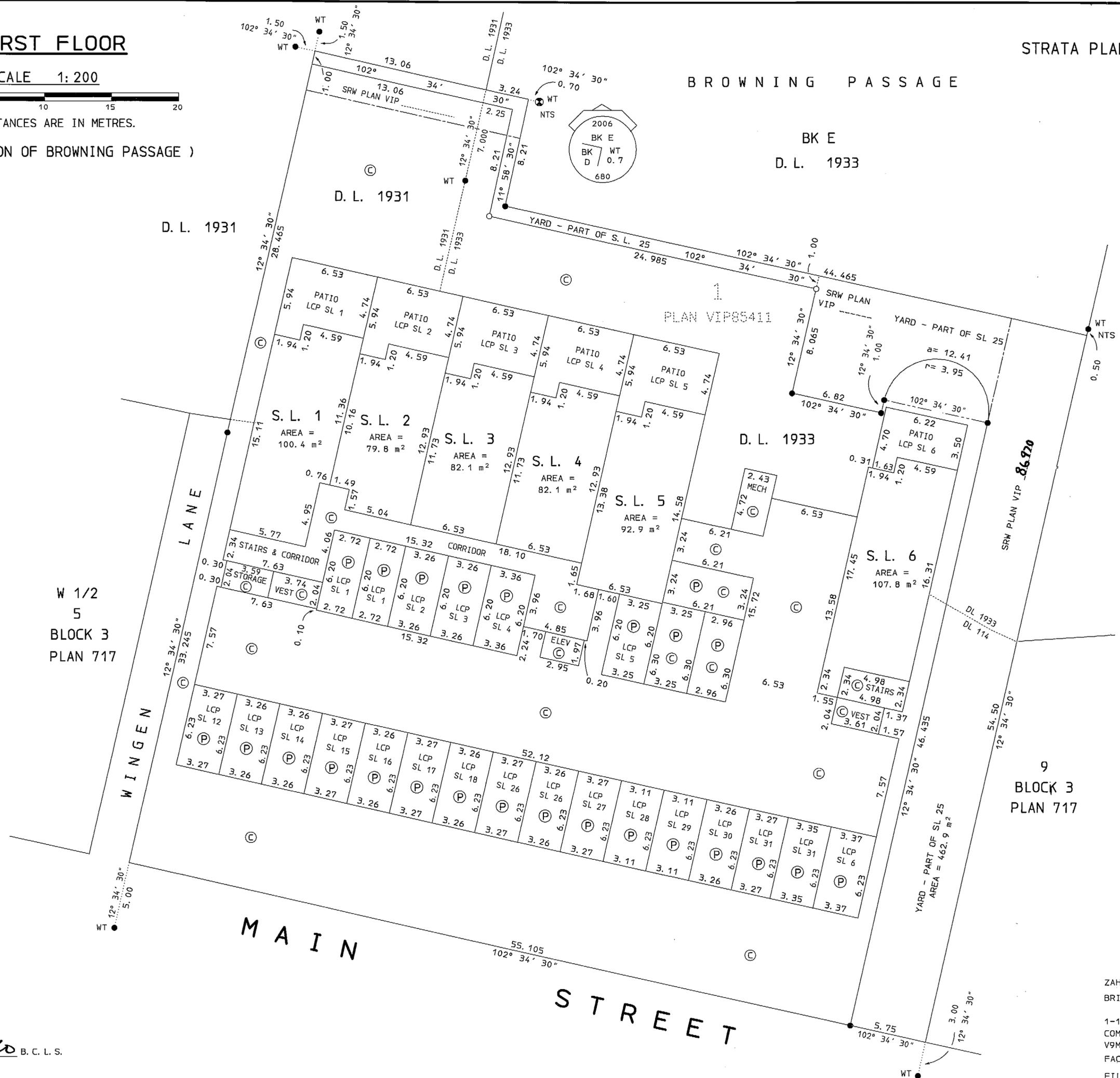
STRATA PLAN VIS 6833

SCALE 1:200



ALL DISTANCES ARE IN METRES.

(AT ELEVATION OF BROWNING PASSAGE)



W 1/2
5
BLOCK 3
PLAN 717

9
BLOCK 3
PLAN 717

DATE: 27TH MAY, 2009

IAN W. ZAHARKO B. C. L. S.
IAN W. ZAHARKO

ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS
1-1841 COMOX AVENUE
COMOX, B. C.
V9M 3M3 (250) 339-9711
FACSIMILE: (250) 339-2127
FILE: 1502-P2

ORIGINAL

SECOND FLOOR

STRATA PLAN VIS 6833

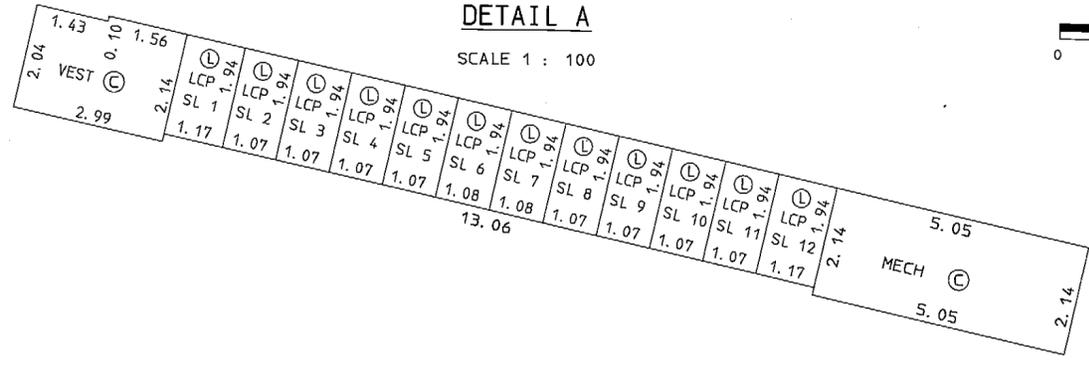
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ALL DISTANCES ARE IN METRES.

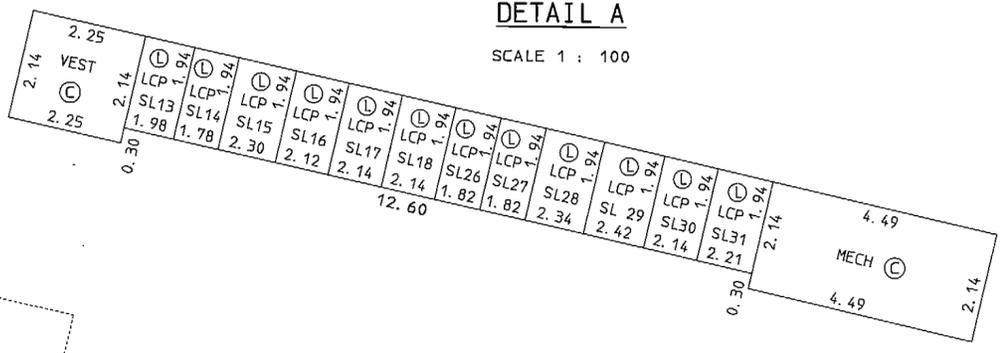
DETAIL A

SCALE 1:100



DETAIL A

SCALE 1:100



DATE: 27TH MAY, 2009

IAN W. ZAHARKO B. C. L. S.
IAN W. ZAHARKO

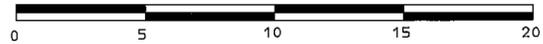
ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS
1-1841 COMOX AVENUE
COMOX, B. C.
V9M 3M3 (250) 339-9711
FACSIMILE: (250) 339-2127
FILE: 1502-P3

ORIGINAL

THIRD FLOOR

STRATA PLAN VIS 6833

SCALE 1:200



ALL DISTANCES ARE IN METRES.

(AT ELEVATION OF MAIN STREET)

BROWNING PASSAGE

BK E
D. L. 1933



D. L. 1931

PLAN VIP85411

D. L. 1933

BK B
DL 1933

W 1/2
5
BLOCK 3
PLAN 717

WINGEN LANE

MAIN

STREET

9
BLOCK 3
PLAN 717

DATE: 27TH MAY, 2009

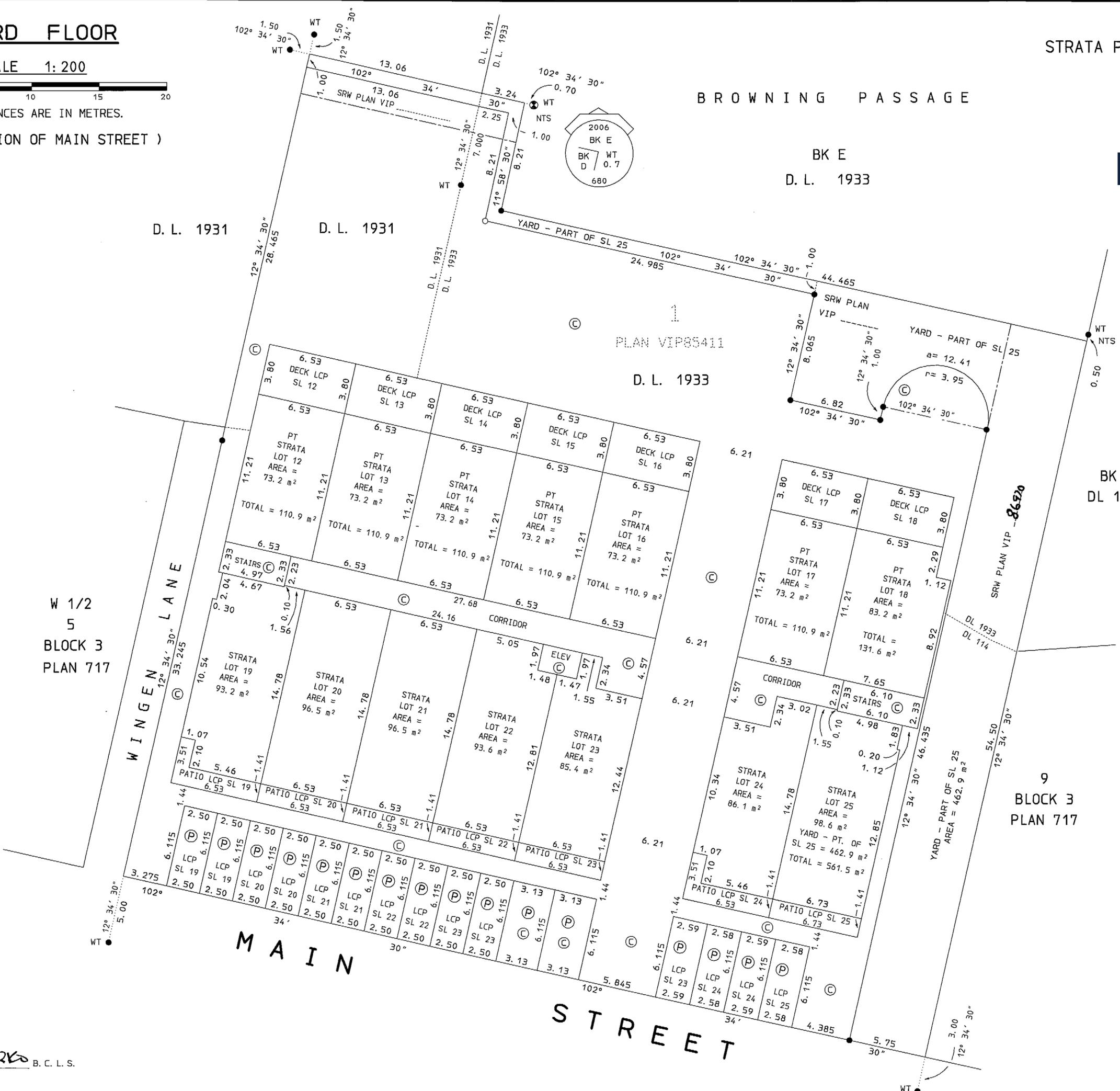
IAN W. ZAHARKO B. C. L. S.

IAN W. ZAHARKO

ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS

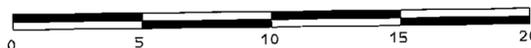
1-1841 COMOX AVENUE
COMOX, B. C.
V9M 3M3 (250) 339-9711
FACSIMILE: (250) 339-2127
FILE: 1502-P4

ORIGINAL

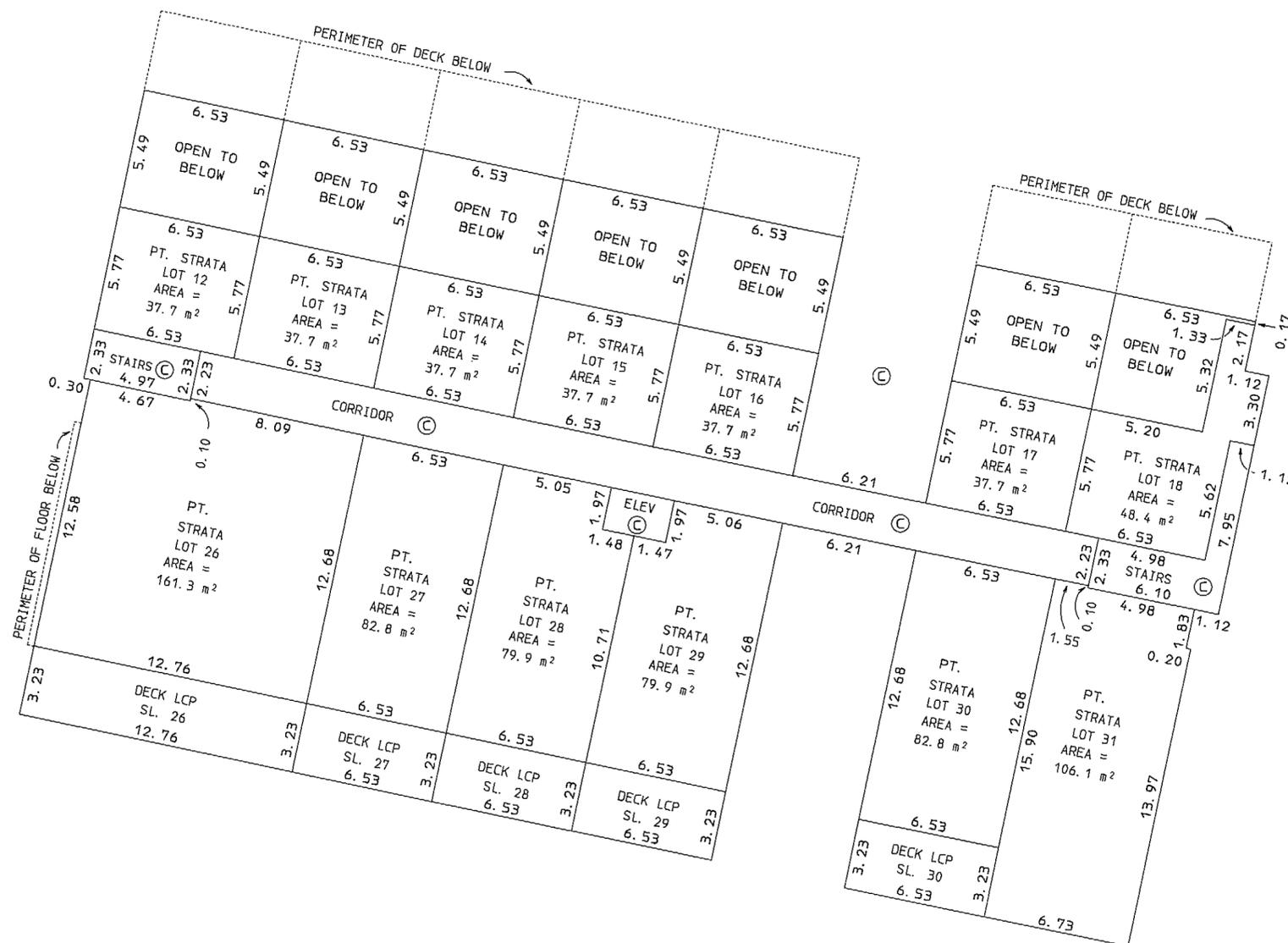


FOURTH FLOOR

SCALE 1:200



ALL DISTANCES ARE IN METRES.



ZAHARKO LAND SURVEYING INC.
 BRITISH COLUMBIA LAND SURVEYORS

1-1841 COMOX AVENUE
 COMOX, B. C.
 V9M 3M3 (250) 339-9711
 FACSIMILE: (250) 339-2127
 FILE: 1502-P5

DATE: 27TH MAY, 2009

IAN W. ZAHARKO B. C. L. S.

IAN W. ZAHARKO

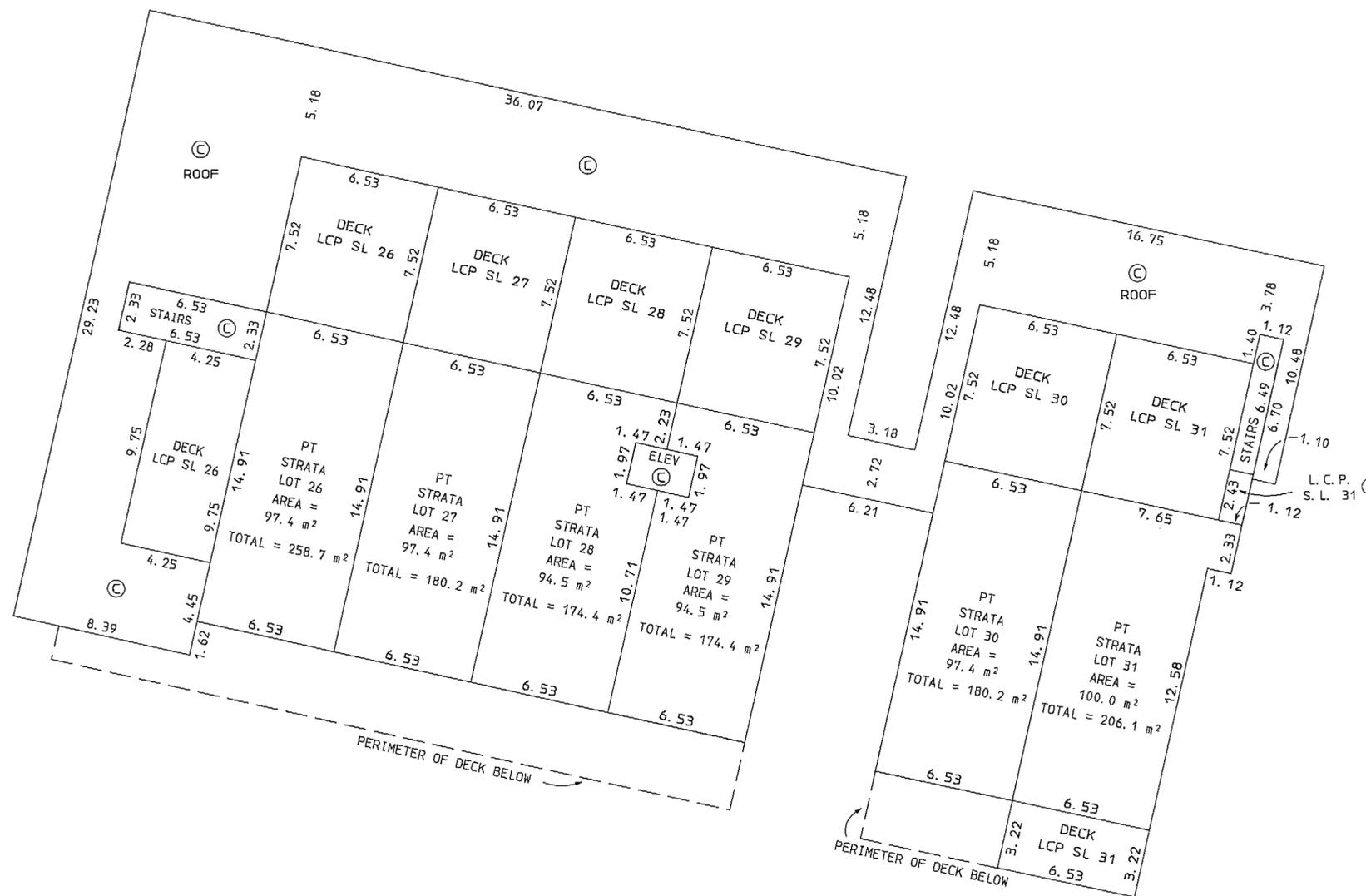
ORIGINAL

FIFTH FLOOR

SCALE 1:200



ALL DISTANCES ARE IN METRES.



DATE: 27TH MAY, 2009

IAN W. ZAHARKO B.C.L.S.
IAN W. ZAHARKO

ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS

1-1841 COMOX AVENUE
COMOX, B.C.
V9M 3M3 (250) 339-9711
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FILE: 1502-P6

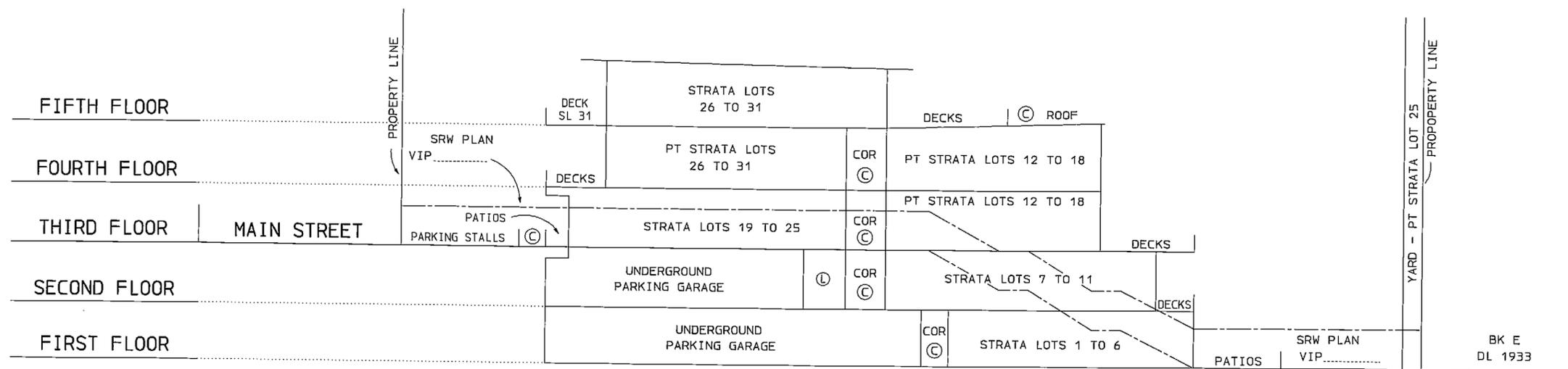
ORIGINAL

VIEW WEST

SCALE 1:200



ALL DISTANCES ARE IN METRES.



DATE: 27TH MAY, 2009

I.W. ZHARKO B. C. L. S.
IAN W. ZAHARKO

ZAHARKO LAND SURVEYING INC.
BRITISH COLUMBIA LAND SURVEYORS
1-1841 COMOX AVENUE
COMOX, B. C.
V9M 3M3 (250) 339-9711
FACSIMILE : (250) 339-2127
FILE : 1502-P7

02161702

Bylaw 1037 → **PART 41D THE SHORE COMPREHENSIVE DEVELOPMENT ZONE – CD(TS)**

The Shore CD Zone is intended to accommodate and regulate a comprehensive retail/multi-family residential development with associated marine on a waterfront property in the Downtown Commercial Core Area.

41D.1 Uses Permitted

Permitted Uses	Maximum Density	Minimum Lot Size
Multi-Family Residential ❶ ❸	31 Units	2,160 m ²
Commercial ❷	2,400 m ²	
Dock		
Offices		
Café		
Convenience Store		
Entertainment		
Equipment Sales/Rentals		
Financial Institution		
Health Services		
Personal Service Establishment		
Restaurant		
Retail Commercial		
Wine and Beer Store		
Marina		
Float Plane Operation		
Public Parkland		
Public Pedestrian Pathway (Waterfront Promenade)		
Public Market		
Temporary Public Use Structures		
Public Seating		
Public Washrooms		
Light Industrial		
Accessory Parking		

- ❶ Multi-family is permitted on the upper levels or floors as well as on the ground level facing north towards the harbour only.
- ❷ Commercial is permitted at the finished grade level only.
- ❸ Excluding accessory buildings and uses, secondary suites, bed and breakfast use, and vacation rental use.

41D.2 Maximum Building Height

The maximum building height shall not exceed 14 m (46 feet).

41D.3 Minimum Yard Requirements

The minimum setback of all buildings shall be 2.0 m from all lot lines.

CONSOLIDATED FOR CONVENIENCE PURPOSES ONLY. Should be read in conjunction with the complete document

41D.4 Maximum Lot Coverage

The maximum lot coverage shall not exceed 60% of the site area.

41D.5 Off-Street Parking and Loading

Off street Parking and Loading shall be required in accordance with Part 4, and Part 6 of this bylaw.

41D.6 Landscaping and Other Provisions

In accordance with the provisions of Part 7.

41D.7 Public Access Requirements

1. A public use marina shall be built and completed, at the sole expense of the developer, in 2007, which allows public access.
2. A public access lane to the foreshore shall be built and completed, at the sole expense of the developer, prior to occupancy of any multi-family residential units.
3. The connection to the waterfront promenade shall be built and completed, at the sole expense of the developer, prior to the occupancy of any multi-family residential unit.

-3 JUN 2008 09 39

FB178778

DISTRICT OF TOFINO
P.O. Box 9, Tofino, BC, V0R 2Z0

LOCAL GOVERNMENT ACT (Part 26)
NOTICE OF PERMIT

TO: REGISTRAR OF TITLE
850 BURDETT STREET
VICTORIA, B.C. V8W 1B3



FROM: DISTRICT OF TOFINO
P.O. BOX 9
121 THIRD STREET
TOFINO, B.C. V0R 2Z0
Tel: (250) 725-3229
Fax: (250) 725-3775

KM 08/06/03 09:40:46 01 VI 805663
DOC FILE \$21.75

TAKE NOTICE that the land described below is subject to a permit issued by the District of Tofino.

PARTICULARS OF THE PERMIT

Permit Description

- a) Type of Permit: *Development Variance Permit*
- b) Statutory Authority: *Section 922 of the Local Government Act*

Legal Description of Land affected:

*Lot A, Plan VIP82792, Clayoquot District, District Lot 114, PID: 027-017-168
380 Main Street (Folio: 26.000)*

Issue Date May 20, 2008 Expiry Date (if any): _____
(for Temporary Commercial or Industrial Permit Only)

FURTHER PARTICULARS OF THE PERMIT MAY BE OBTAINED FROM THE DISTRICT OF TOFINO

USE THIS BOX ONLY FOR AN AMENDMENT TO A LAND USE CONTRACT BY WAY OF PERMIT UNDER SECTION 930 OF THE LOCAL GOVERNMENT ACT:

THIS NOTICE relates to the amendment of

Land Use Contract No. _____ (Registration number) which is registered as a charge against the above described land.

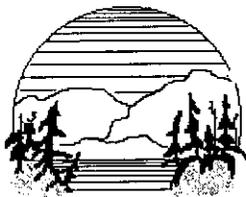
PARTICULARS OF THE AMENDMENT MAY BE OBTAINED FROM THE ISSUING AUTHORITY.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of efflux ion of time.

Dated: May 20, 2008

DISTRICT OF TOFINO
Rob Brown
CAO

Applicant: Moss Development Inc. (The Shore)


District of Tofino Land Use and Development Procedures Consolidated
DISTRICT OF TOFINO

P.O. Box 9, Tofino, BC, V0R 2Z0

DEVELOPMENT VARIANCE PERMIT

 TO: **Moss Development INC (Thomas Olsen)**

1. This *Development Variance Permit* is issued subject to compliance with all applicable District of Tofino Bylaws except as specifically varied by this Permit.
2. This *Development Permit/Development Variance Permit/Temporary Use Permit* applies to, and only to,

Lot A, Plan VIP82792, Clayoquot District, District Lot 114
Civic Address: 380 Main Street PID: 027-017-168

3. and any and all buildings, structures and other development thereon.
4. To vary the provisions of the District of Tofino

 Zoning Bylaw No. 770

 Subdivision and Development Bylaw No. 850

 Sign Bylaw No. 503

 Official Community Plan Bylaw No. 566, (as required under Development Permit Areas)

5. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit. The conditions are noted below:
 - a) To vary the requirements of Subdivision & Development Bylaw No. 850, 2000, Section 13.1.1(a)(iii) for existing overhead wiring to be buried underground.
6. As a condition of issuance of this Permit, the District is holding a security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned on the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized according to the terms and conditions of the Permit within the time provided, the District may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee; or should the Permittee carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:
 - a. A Bond in the amount of N/A
 - b. A Performance Bond in a form acceptable to the District of Tofino in the amount of N/A
 - c. A Standby Irrevocable Letter of Credit in the amount of N/A
7. This is **not** a building permit.
8. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
9. The terms of the Permit or any amendment to it are binding on all persons who acquire an interest in the land affected by the Permit.
10. This permit is issued this 13th day of May, 2008.

Council Resolution Number 167-08

20 JAN 2009 14:04

FB242581

DISTRICT OF TOFINO
P.O. Box 9, Tofino, BC, V0R 2Z0

LOCAL GOVERNMENT ACT (Part 26)
NOTICE OF PERMIT



TO: REGISTRAR OF TITLE
850 BURDETT STREET
VICTORIA, B.C. V8W 1B3

FROM: DISTRICT OF TOFINO
P.O. BOX 9
121 THIRD STREET
TOFINO, B.C. V0R 2Z0
Tel: (250) 725-3229
Fax: (250) 725-3775

09/01/20 14:05:44 01 VI 829633
DDC FILE \$21.75

TAKE NOTICE that the land described below is subject to a permit issued by the District of Tofino.

PARTICULARS OF THE PERMIT

Permit Description

- a) Type of Permit: **Development Permit**
- b) Statutory Authority: **Section 920 of the Local Government Act**

Legal Description of Land affected:

1DTF

Lot 1, District Lots 114, 1931 and 1933, Clayoquot District, Plan VIP85411, PID 027-588-301
368-380 Main Street (Folio: 26.005)

And any and all buildings, structures and other development thereon

Issue Date **12MAR2007** Expiry Date (if any): **N/A**
(for Temporary Commercial or Industrial Permit Only)

FURTHER PARTICULARS OF THE PERMIT MAY BE OBTAINED FROM THE DISTRICT OF TOFINO

USE THIS BOX ONLY FOR AN AMENDMENT TO A LAND USE CONTRACT BY WAY OF PERMIT UNDER SECTION 930 OF THE LOCAL GOVERNMENT ACT:

THIS NOTICE relates to the amendment of

Land Use Contract No. _____ (Registration number) which is registered as a charge against the above described land.

PARTICULARS OF THE AMENDMENT MAY BE OBTAINED FROM THE ISSUING AUTHORITY.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 13 JAN 2009

DISTRICT OF TOFINO

CAO

Applicant: Moss Development Inc. (The Shore)

District of Tofino

DEVELOPMENT PERMIT NO. 02-07

TO: Moss Development Inc. (Att: Thomas Olsen)

ADDRESS: P.O. Box 10, Campbell River, BC, V9W 4Z9, Canada

1. This Development Permit is issued subject to compliance with all of the bylaws of the District of Tofino applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Permit applies to and only to those lands within the District of Tofino described below (legal description), and any and all buildings, structures, and other development thereon:

PID: 027-017-168

Lot A, Plan VIP82792, Clayoquot District, Block A, District Lot 1933 and District Lot 1550 (368 – 380 Main Street)

3. The District of Tofino's Zoning Bylaw No. 770, 1997; and/or Section 920 of the Local Government Act are varied or supplemented as follows:

That DP-02-07 be authorized for issuance for land legally described as:

Lot A, Plan VIP82792, Clayoquot District, Block A, District Lot 1933 and District Lot 1550 (368 – 380 Main Street)

4. This Development Permit is issued to allow for the construction of 2,400 m² commercial units and 31 residential units.
5. As a condition of the issuance of this Permit, the District of Tofino is holding a security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized according to the terms and conditions of the Permit within the time provided, the District of Tofino may use the security to carry out the work by its servants, agents, or contractors, and any surplus shall be paid over to the Permittee; or should the Permittee carry out the development permitted by this Permit within the set time set out above, the security shall be returned to the Permittee. There is filed accordingly:
 - (a) an Irrevocable Letter of Credit in the amount of 1% of the total development cost.
6. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit, and any plans and specifications attached to this Permit, which shall

Page 2 – DP-02-07

form a part hereof:

- (a) The development shall utilize concrete pavers in the commercial/retail/public access above ground parking area and also the driveway, which enters into the underground parking area. These drawings are attached to and form a part of this development permit as Schedule A through J.**
- (b) The development shall be constructed and situated in the area as outlined on Schedule C.**
- (c) The landscaping plan must follow the landscaping plan as prepared by Eleven Eleven Architecture, dated March 9, 2007 and numbered A0-1. This plan is attached to and forms a part of this development permit as Schedule D.**
- (d) The general development, including scale and height must follow the requirements outlined on renderings prepared by Eleven Eleven Architecture numbered A0-1 and dated June 15, 2006, and numbered A4-0, A4-1, A4-2, A4-3 dated December 2006, as well as renderings numbered A2-0, A2-1, A2-2, A2-3, A2-4, A2-5, A5-0, and A5-2 dated March 2, 2007. These drawings are attached to and forms a part of this development permit as Schedule E.**
- (e) The building materials utilized must be heavy timbers and stone detailing as outlined on Schedule A, and B and must follow the requirements as outlined in Schedule E, F, G, and H.**
- (f) The buildings and structures must be developed with the materials and finished as outlined on Schedule A, B, E, F, G, and H.**
- (g) The public use marina, public pedestrian walkway/waterfront promenade, and access lane (Easement) shall be registered in the form of a Section 219 Covenant completed and open for public access and use, prior to the issuance of any Occupancy Permit.**
- (h) All signage must be made of natural materials and conform to the District of Tofino Sign Control Bylaw No. 503, 1990.**
- (i) The lighting plan must adhere to the requirements as outlined on Schedule I and shall be “full cut-off”.**
- (j) Low water use bathroom, kitchen, and laundry room fixtures, including low flush toilets shall be utilized throughout the entire development.**
- (k) A stormwater recovery cistern shall be located on site, either buried below ground or contained within the building, but hidden.**
- (l) The development is required to meet all parking requirements outlined in the Corporation of the District of Tofino’s Zoning Bylaw No. 770, 1997. The majority of parking stalls shall be located below ground. Above ground parking shall be for**

commercial, retail, public access, and temporary visitors only.

- (m) Removal of the fire pit and space left available for public art shall be required.
- (n) Add at least two more benches to the walkway that are parallel to the water at the edge of the walkway shall be required.
- (o) Submission of a detailed landscape plan specifying all vegetation, including the green roofing and also utilizing drought resistant plant species shall be required. Final approval of the landscaping plan shall be the District of Tofino's.
- (p) Extending of concrete pavers from the above ground parking area to create a path (Entrance gateway) from the street to the stairs then down to the water or public area shall be required. Asphalt is not permitted.
- (q) Green roof(s) shall utilize stormwater run off or grey water.
- (r) The Superintendent of Public Works shall review Koer's and Associates Engineering referral comments and shall have final approval regarding The Shore's Development Permit Municipal servicing requirements. Engineering comments/requirements shall be adhered to as outlined in mark up drawing Schedule J and as follows:

General

- At Development Permit stage, detailed engineering site servicing design drawings for water, sewer, storm, electrical, etc. are to be submitted to the District of Tofino for review and final approval.

Main Street Access and Onsite Roads

- Parking stall dimensions to meet District of Tofino standards of minimum 6.0 m long by 2.5 m wide by 2.2 m high, where applicable; and
- Developer to confirm that onsite turning radii are sufficient to handle larger vehicles, such as fire trucks, moving vans, delivery trucks, garbage trucks, etc.

Streetlighting, Hydro, Telephone, and Cablevision

- Existing overhead wires are recommended to be relocated below ground. In addition, all new servicing is recommended to be located below ground; and
- The District of Tofino to review if upgrading of lighting along Main Street is required. If lighting is required, 'full cut-off' lights for on and off site lighting shall be required.

Stormwater Drainage

- The District has a 600 mm concrete diameter storm line to the foreshore crossing Lot 6 within a blanket SRW. The Developer has indicated that they propose to relocate this line. Developer to submit design drawings for proposed relocation;
- The District of Tofino Drainage Study, dated March 26, 2004, indicates a preliminary sizing of 600 mm diameter for conveyance of the 100 year flows. Developers engineer to confirm sizing during detail design;

Page 4 – DP-2-07

- **Design drawings to identify 100 year flood routing across proposed development from Main Street to foreshore;**
- **If the storm drainage outlet is to be relocated, approvals from other agencies such as, Fisheries and Ocean Canada (DFO), and Ministry of Water, Land, and Air Protection will be required; and**
- **Installation of an onsite oil/water separator requiring proof of regular and routine maintenance to ensure it is performing and being maintained shall be required.**

Water System and fire Flow Demands

- **The existing water system on Main Street is 150 mm diameter PVC main;**
- **Records indicate 100 mm diameter main runs onto Lot 6. Developer to confirm ownership of this main;**
- **The static pressure at the property line is approximately 110 psi, based on a ground elevation of 9 m and a Barr's Mountain Reservoir top water level of 89 m;**
- **The hydrant on Main Street in front of the proposed development can provide a fire flow of approximate 108 L/s, based on computer modeling analysis;**
- **Developer to confirm building sprinkler requirements;**
- **Developer to confirm fire flow requirements by Fire Underwriter's Survey (FUS) fire flow calculation method as part of onsite detail design drawing submission;**
- **Developer to size water service connection; and**
- **If an onsite fire hydrant is required, water meter to be sized accordingly.**

Sanitary Sewer System

- **Records indicate service connections are present for Lots 6 and 8. It is recommended that proposed development be provided with only one connection; and**
- **Developer's engineer to confirm sizing of service connection. It may be possible to provide gravity service to all units located above Main Street. Units below Main Street will require individual grinder pumps or alternatively a single privately owned onsite sewage pump station will be necessary.**

(s) The following conditions are required to be met prior to issuance of a Building Permit:

- **Geotechnical survey;**
- **Total coverage (Structural, mechanical, and electrical) engineering, including structural assessment of the wooden pilings to ensure they can support the proposed buildings/structures;**
- **Meet the current British Columbia Building Code (BCBC);**
- **H.P.O. coverage if strata;**
- **Building envelope engineer, including green roof(s);**
- **Paper work on site remediation (Containments); and**
- **BCLS for building setbacks.**



Page 5 – DP-2-07

- (t) **Applicant must apply to have foreshore lease purpose amended by Land and Water BC (LWBC).**
 - (u) **Right-of-Way shall be required for BC Hydro. All utility services are recommended to be installed below ground (buried).**
 - (v) **Vancouver Island Health Authority requires applicant to comply with BC Health Act, Food Premises Regulations. Application and plans must be submitted prior to any kitchen construction.**
 - (w) **Proponent must apply to Transport Canada, Navigable Waters Protection Division for approval prior to any water construction.**
 - (x) **Proponents are required to hire a qualified professional archaeological consultant prior to land altering activities to determine the next steps in managing impact to the sites, including the presence of an onsite archaeologist. A permit shall be required if development will impact protected archaeological deposits.**
 - (y) **Tofino Volunteer Fire Department shall ensure proposed building heights are acceptable in terms of current fire fighting infrastructure.**
 - (z) **Seaview Communications requires a 4” conduit separate for cable to building with string to pull cable and Internet line through.**
7. If the Permittee does not commence the development permitted by this Permit within 12 months of the date of this Permit, the Permit shall lapse.
8. This Permit is NOT a Building Permit.

RESOLUTION PASSED BY THE Council, the 12th of March 2007.

9. Council Resolution Number 101-07

ISSUED this _____ day of _____, 2007

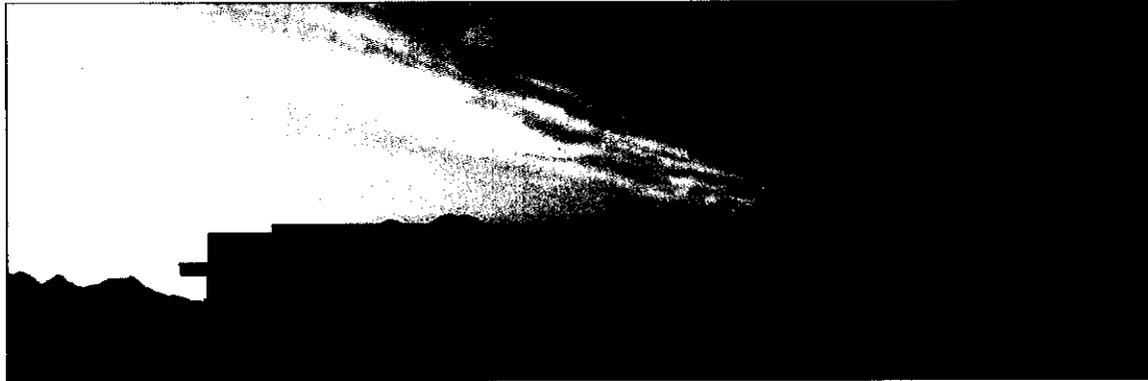
Leif Pedersen, Chief Administrative Officer
District of Tofino



SCHEDULE A
Fronting Main Street and the Harbour Architectural Renderings

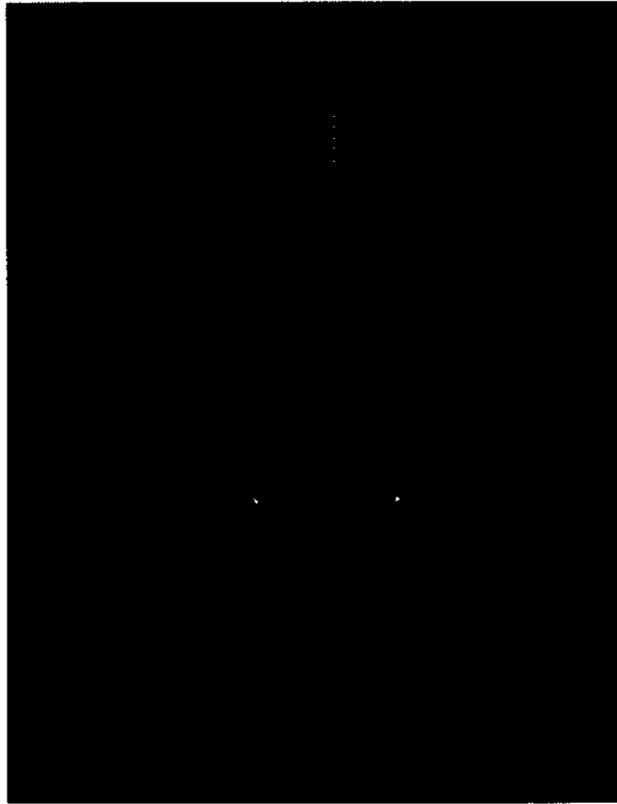


SCHEDULE B
Fronting Main Street and the Harbour Architectural Renderings (Elevations)

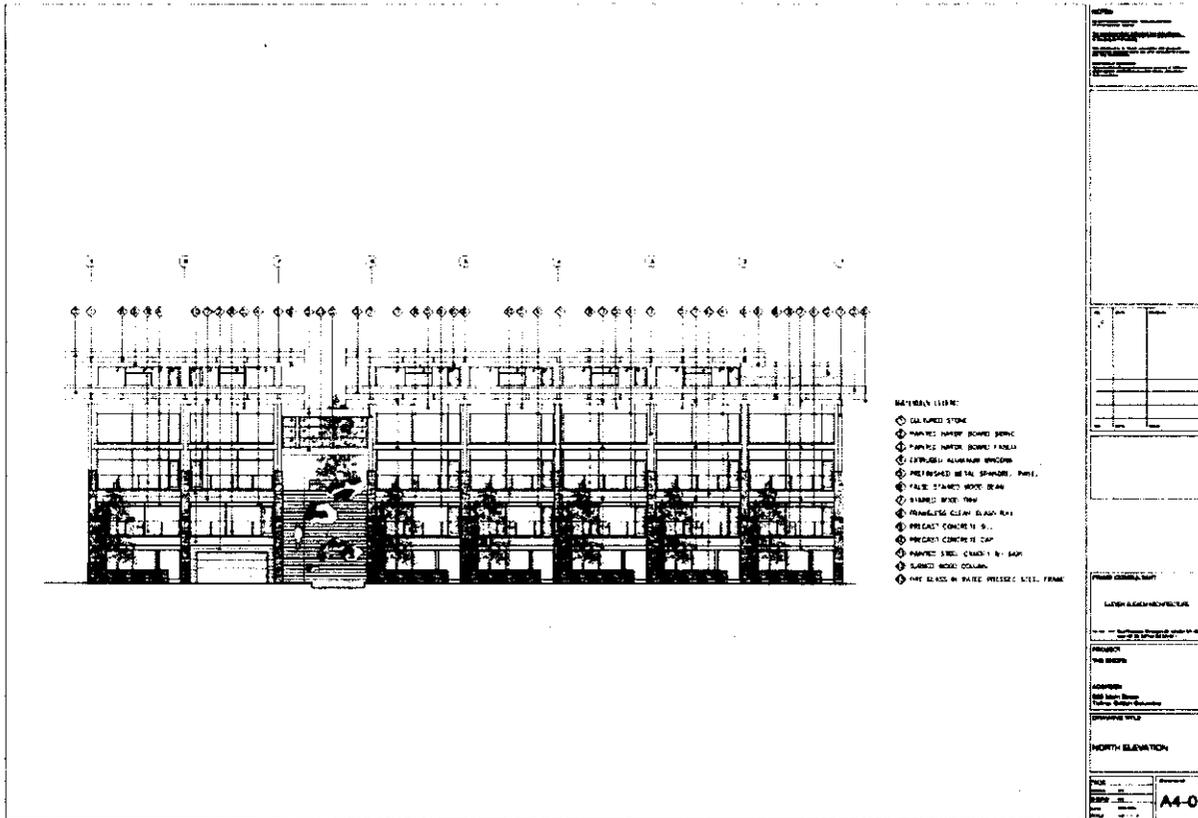




SCHEDULE C
Site Plan Aerial View



Architectural Rendering A4-0 North Elevation (Dated: December 2006)

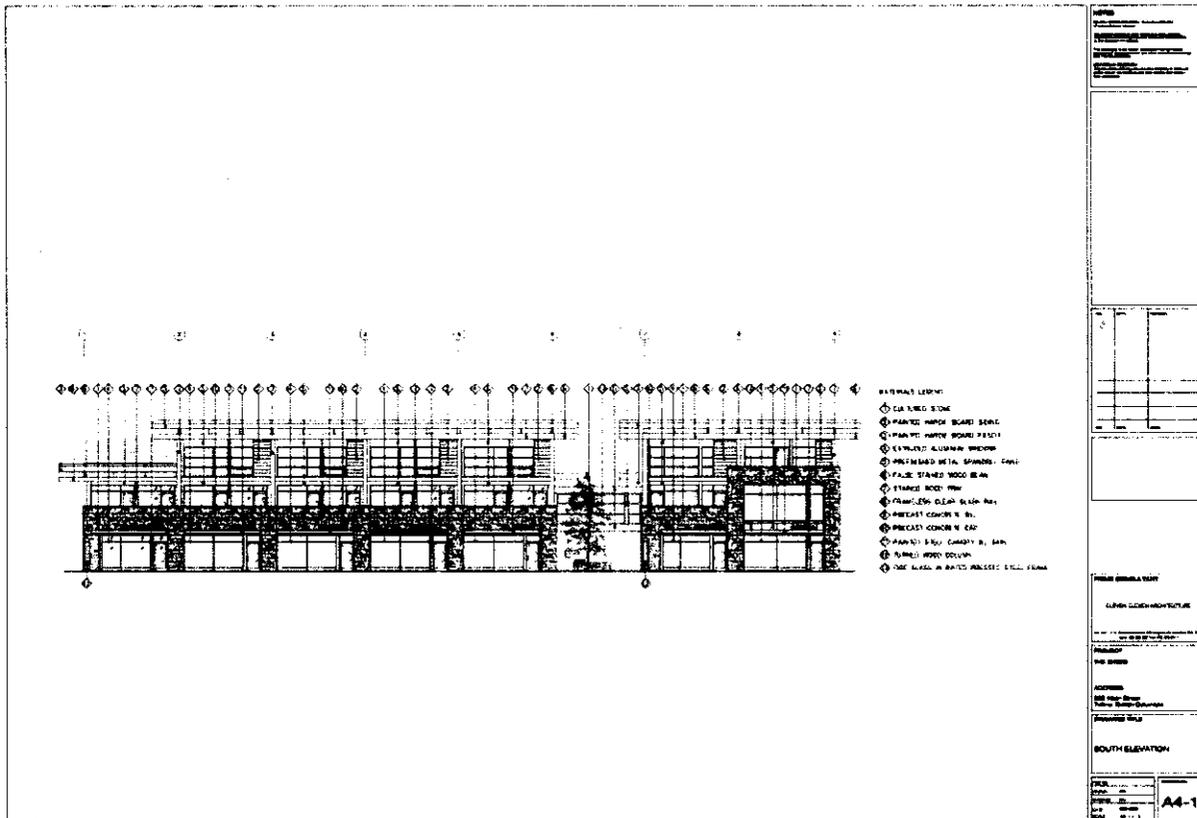


MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
- ⑨ PRECAST CONCRETE SILL
- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME



Architectural Rendering A4-1 South Elevation (Dated: December 2006)

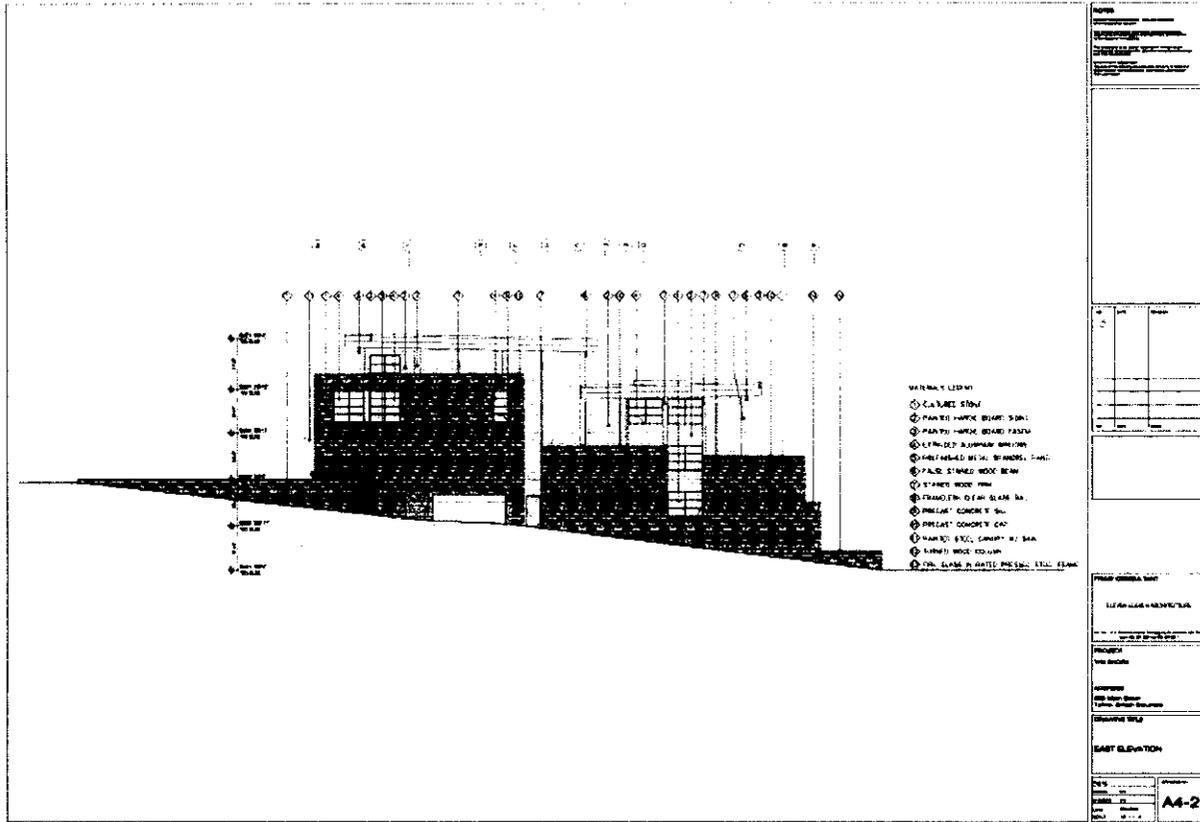


MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
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- ⑦ STAINED WOOD TRIM
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- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME



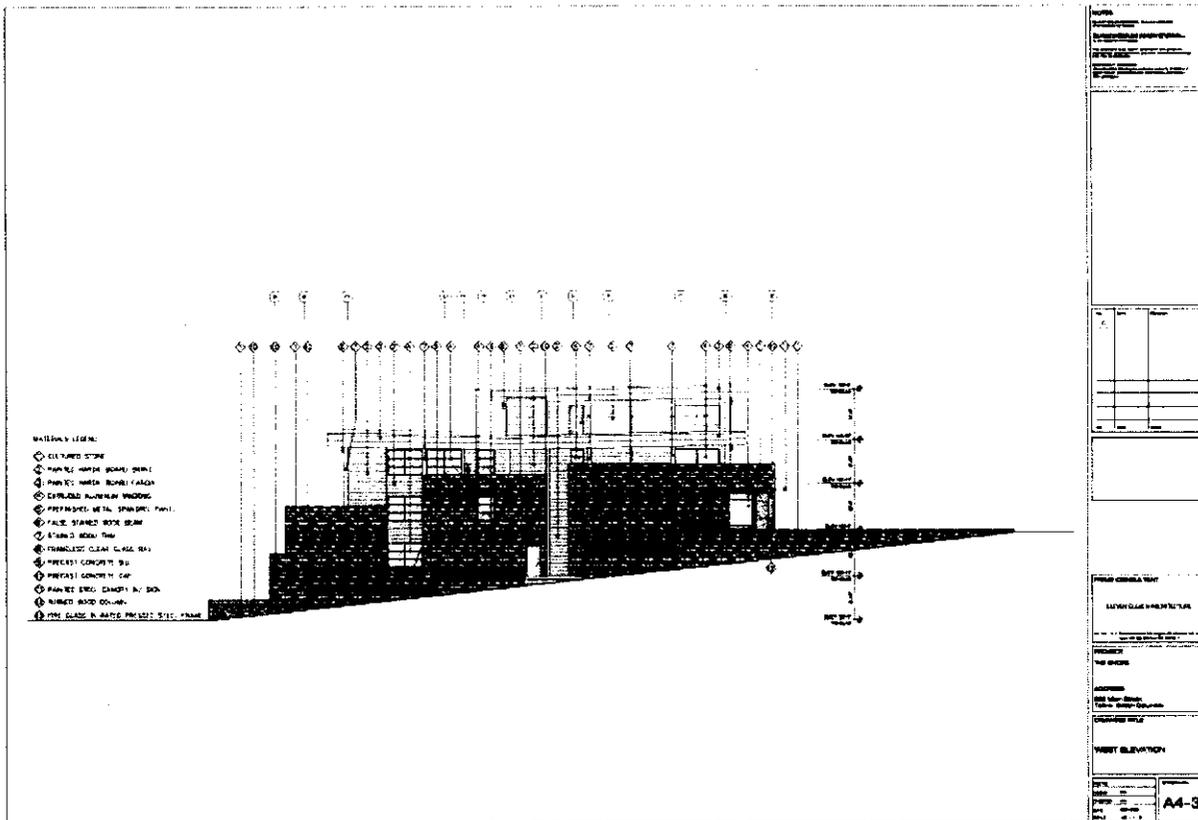
Architectural Rendering A4-2 East Elevation (Dated: December 2006)



MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
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- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

Architectural Rendering A4-3 West Elevation (Dated: December 2006)



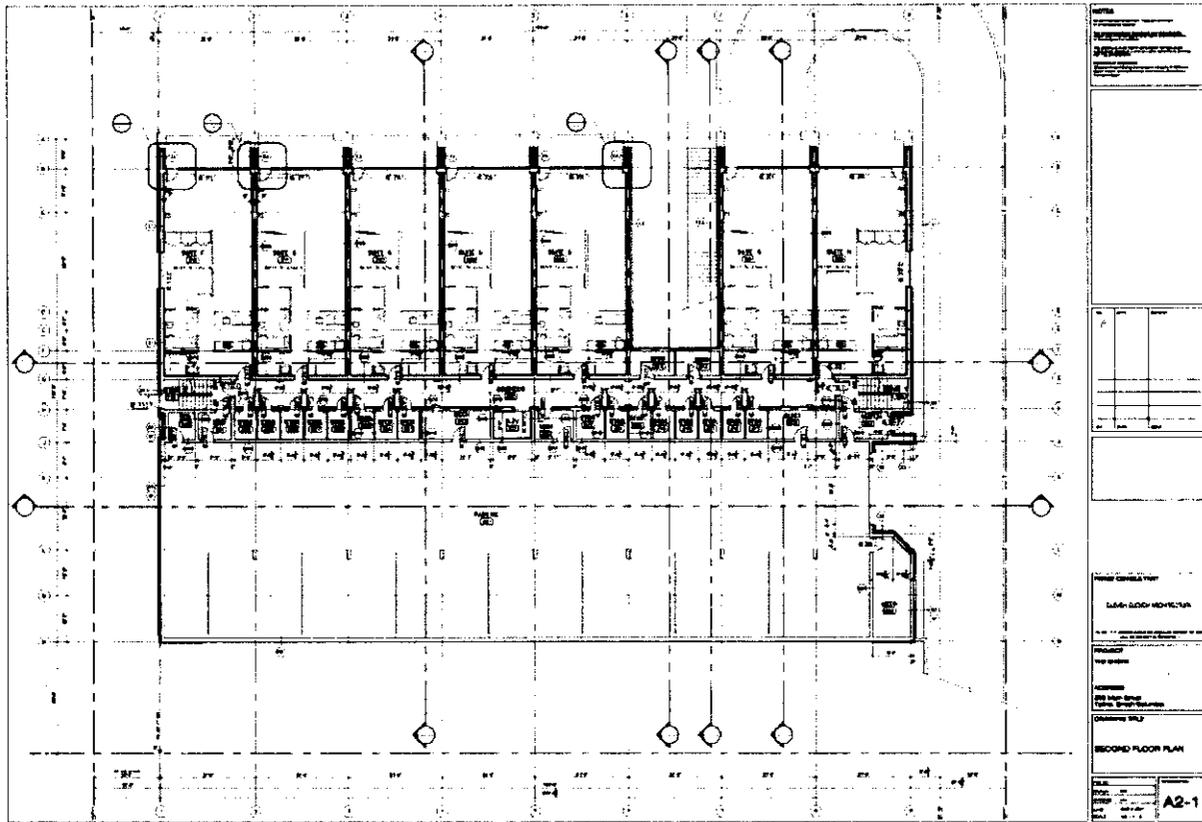
MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
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- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

Architectural Rendering A2-0 First Floor Plan (Dated: March 2, 2007)

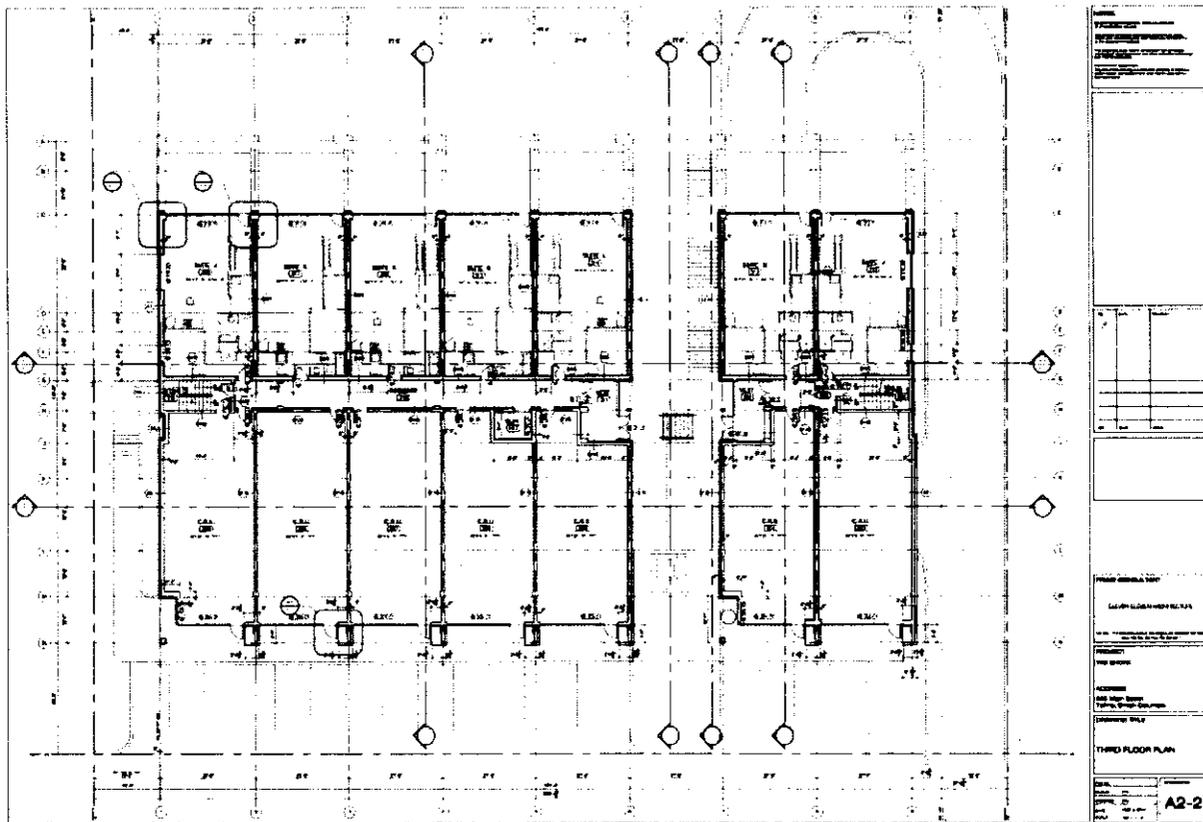


Architectural Rendering A2-1 Second Floor Plan (Dated: March 2, 2007)

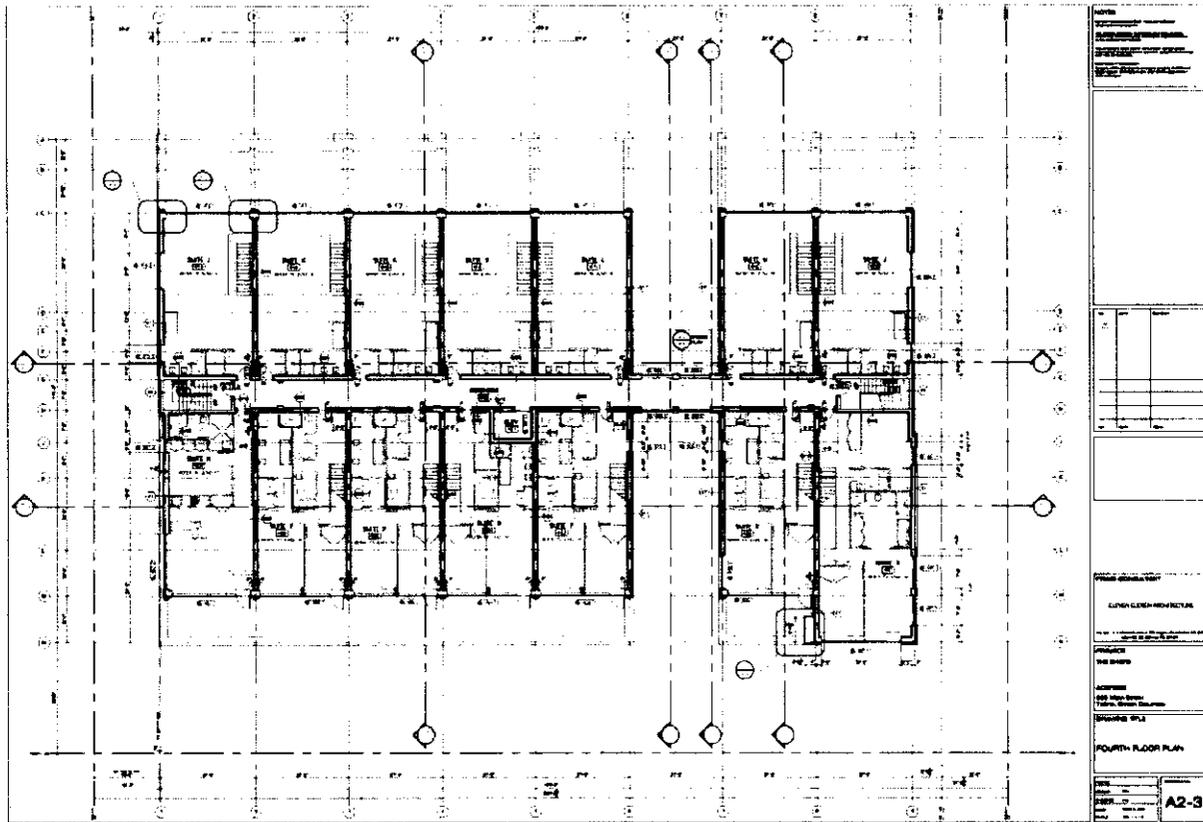




Architectural Rendering A2-2 Third Floor Plan (Dated: March 2, 2007)



Architectural Rendering A2-3 Fourth Floor Plan (Dated: March 2, 2007)



SCHEDULE F

Architectural Rendering A4-0 North Elevation With Materials Legend (Dated: December 2006)

The image shows a detailed architectural rendering of a building's north elevation. The drawing includes a grid of vertical lines and various material callouts. To the right of the rendering is a materials legend and a project information table.

MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
- ⑨ PRECAST CONCRETE SILL
- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

PROJECT	
THE SHORE	
ADDRESS	
1000 West 1000 West 1000 West	
OWNER	
NORTH ELEVATION	
DATE	SCALE
12/06	1/8" = 1'-0"
NO.	REVISION
A4-0	

MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
- ⑨ PRECAST CONCRETE SILL
- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

SCHEDULE G

Architectural Rendering A4-1 South Elevation With Materials Legend (Dated: December 2006)

The image shows an architectural rendering of the south elevation of a building, labeled A4-1. The drawing includes a materials legend and a project information table. The materials legend lists 13 items, each with a circled number corresponding to a callout in the rendering. The project information table includes fields for project name, location, and drawing title.

MATERIALS LEGEND

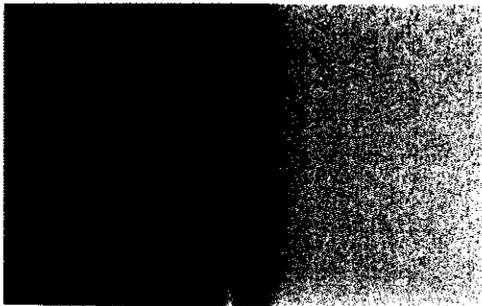
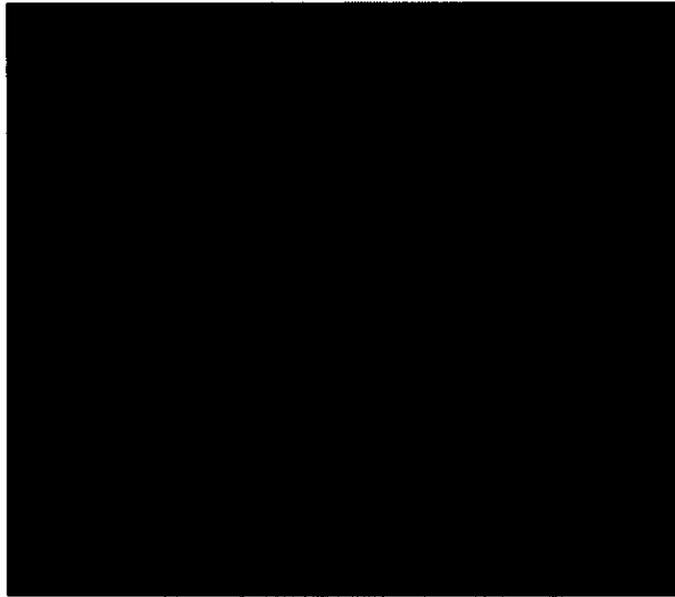
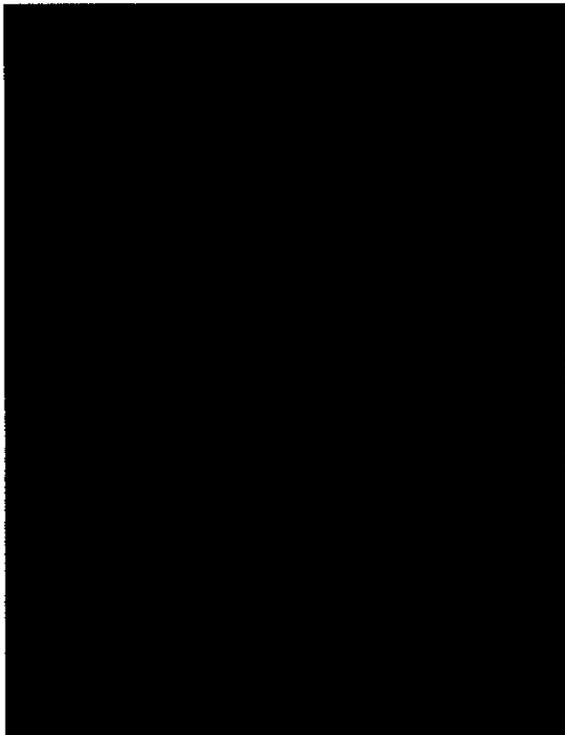
- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
- ⑨ PRECAST CONCRETE SILL
- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

PROJECT INFORMATION	
PROJECT NAME	
LOCATION	
DRAWING TITLE	
SOUTH ELEVATION	
DATE	12/06
SCALE	AS SHOWN
A4-1	

MATERIALS LEGEND

- ① CULTURED STONE
- ② PAINTED HARDIE BOARD SIDING
- ③ PAINTED HARDIE BOARD FASCIA
- ④ EXTRUDED ALUMINUM WINDOWS
- ⑤ PREFINISHED METAL SPANDREL PANEL
- ⑥ FALSE STAINED WOOD BEAM
- ⑦ STAINED WOOD TRIM
- ⑧ FRAMELESS CLEAR GLASS RAIL
- ⑨ PRECAST CONCRETE SILL
- ⑩ PRECAST CONCRETE CAP
- ⑪ PAINTED STEEL CANOPY W/ SIGN
- ⑫ TURNED WOOD COLUMN
- ⑬ FIRE GLASS IN RATED PRESSED STEEL FRAME

**SCHEDULE I
Lighting Plan and Fixtures**



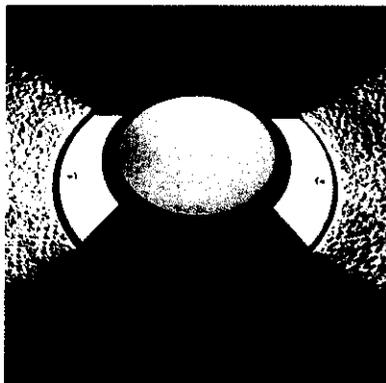
MINICOLUMN 45° h. 31" POINTED HEAD

S. 4160 

For compact fluorescent lamp 18W-T Gx24q-2
HPF electronic ballast

S. 4161 

for metal halide lamp 35W CDM-T G12.



SPARKS DRIVE OVER WITH 2 WINDOWS

S. 4826 

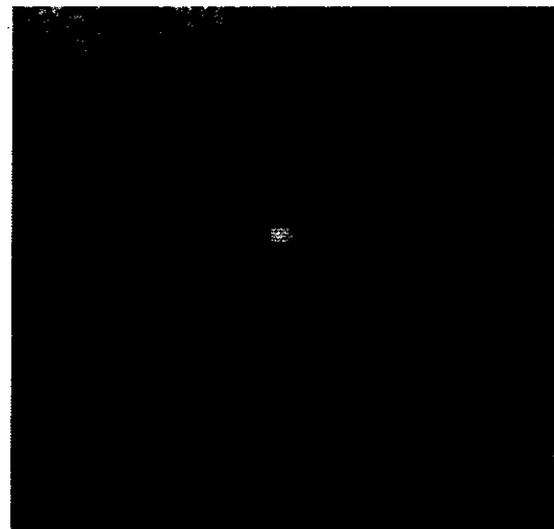
For metal halide lamp 35W CDM-T G12
Lamp position: fixed.

S. 4828 

For halogen lamp B.T. 50W G6,35
Electronic transformer 60VA 120V-12V.
Lamp position: fixed.

S. 4829 

For compact fluorescent lamp 18WT Gx24q-2
HPF electronic ballast
Lamp position: fixed.



FB287940

31 JUL 2009 13 35

FB287939

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 11

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

6/15
20
REED POPE LLP
200 - 848 Courtney Street
Victoria, BC V8W 1C4
Tel: 250-383-3838
File No. 3867-001

STE & DURHAM

Signature of Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(LEGAL DESCRIPTION)

027-588-301

Lot 1, District Lot 114, 1931 and 1933, Clayoquot District, Plan VIP85411

3. NATURE OF INTEREST: *

DESCRIPTION

DOCUMENT REFERENCE
(Page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Page 7, Paragraph 1

TRANSFeree

km 7/31/2009 1:34:54 PM 1 1
Charge 2 \$146.80

Priority Agreement granting
Covenant ~~FB 281939~~ priority
over Mortgage CA462936 as
Modified by CA652118

Page 8

TRANSFeree

Priority Agreement granting
Covenant ~~FB 281939~~ priority
over Mortgage CA726173 and
Assignment of Rents CA726174

Page 9

TRANSFeree

Priority Agreement granting
Covenant ~~FB 281938~~ priority
over Mortgage FB163667 and
Assignment of Rents FB163668

Page 10

TRANSFeree

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.



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

5. TRANSFEROR(S): *

MOSS DEVELOPMENT INC. (Inc. No. 0698227) having an address at 3 – 730 – 13th Avenue, PO Box 10, Campbell River, British Columbia, V9W 4H1

THOMAS GORDON OLSEN and RENE RUTZ, (as to consent and priority only)

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION (as to consent and priority only)

LAURENTIAN BANK OF CANADA (as to consent and priority only)

6. TRANSFEREE(S):*

MOSS DEVELOPMENT INC. (Inc. No. 0698227) having an address at 3 – 730 – 13th Avenue, PO Box 10, Campbell River, British Columbia, V9W 4Z9

7. ADDITIONAL OR MODIFIED TERMS: *

None

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)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Execution Date

Y	M	D
09	07	07

Party(ies) Signature(s)

MOSS DEVELOPMENT INC. by its authorized signatory:

Print Name: *Thomas Olsen*

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)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Y	M	D
09	07	07
09	07	07

THOMAS GORDON OLSEN

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

RENE RUTZ

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)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Execution Date

Y	M	D
09	07	07

Transferor/Borrower/Party
Signature(s)

**COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION**
by its authorized signatory(ies):

Print Name:

Cooper Pacific Mortgage Investment Corporation (1994)
Cameron Cooper
Chief Mortgage Officer

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.

**LAND TITLE ACT
FORM D**



EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Borrower/Party
Signature(s)

ANTONIA LAM
Commissioner for Taking Affidavits in British Columbia
Suite 603 - 700 West Georgia Street
Vancouver, B.C. V7Y 1A1

Y	M	D
09	07	07

LAURENTIAN BANK OF CANADA
by its authorized signatory(ies):

Print Name: **GEOFF TAILLEFER**

Print Name: **A.C. (AL) BOND**

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 2



SECTION 219 COVENANT

WATER LOT LEASE

BETWEEN:

MOSS DEVELOPMENT INC. (Inc. No. 0698227)
having an address at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND:

MOSS DEVELOPMENT INC. (Inc. No. 0698227)
having an address at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “Grantee”)

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of those lands and premises located in the District of Tofino, British Columbia, legally described as PID: 027-588-301; Lot 1, District Lots 114, 1931 and 1933, Clayoquot District, Plan VIP85411 (the “Lands”);

B. The Grantee is the tenant of a lease in respect of a water lot known as Block E, District Lot 1933, Clayoquot District, Lease No. 100263, as may be renewed, extended or modified (the “Water Lot”). The Water Lot contains a pier (the “Pier”) that the Grantee intends to use for a variety of marine-related and commercial purposes. The Water Lot and Pier are contiguous to the Lands;

C. The Grantee wishes to secure its tenure in and to the Water Lot in accordance with the terms of this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee as follows:

1. The Grantor hereby covenants and agrees with the Grantee as covenants in favour of the Grantee that from and after the date hereof the Grantor shall not use the Lands or exercise its riparian rights in any way that would impair, limit or interfere in any way with:
 - a) the leasehold interests held in the Water Lot, or any renewal, extension or modification of such leasehold interests;
 - b) the grant by the government authority responsible for aquatic crown land leases of a renewed, extended, modified, or new leasehold interest in the Water Lot; or
 - c) the legal and permitted uses of the Water Lot.
2. The Grantor's covenants contained in this Agreement shall burden and run with the Lands, shall enure to the benefit of and shall be binding upon the Grantor, its heirs, executors, administrators, successors and assigns and the Grantee and their assigns.
3. The Grantor will do or cause to be done at its expense all acts reasonably necessary for the Grantee to gain priority for this Agreement over all liens charges and encumbrances that are or may be registered against the Lands save and except those in favour of the Grantee and those specifically approved in writing by the Grantee.
4. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
5. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic, unless the context requires otherwise.
6. The expressions "Grantor" and "Grantee" herein contained will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers and invitees of such parties wherever the context or the parties hereto so permit or require.



7. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
8. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
9. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **THOMAS GORDON OLSEN** and **RENE RUTZ** (herein called the "Chargeholder") is the holder of a Mortgage registered in the Victoria Land Title Office on June 1, 2007 under instrument No. CA462936 as Modified by CA652118 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.



CONSENT AND PRIORITY AGREEMENT

WHEREAS COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered in the Victoria Land Title Office on March 17, 2008 under instrument No. CA726173 and CA726174 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.



CONSENT AND PRIORITY AGREEMENT

WHEREAS LAURENTIAN BANK OF CANADA (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered in the Victoria Land Title Office on April 15, 2008 under instrument No. FB163667 and FB163668 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

END OF DOCUMENT



Our File: 11390-03-002

Your File: 3867-001

June 29, 2009



Mark Rappaport
Reed Pope LLP
200-848 Courtney St
Victoria BC V8W 1C4

Dear Mark Rappaport:

Thank you for your letter of June 25, 2009 making application for a covenant designation order to allow Moss Development Inc. (Incorporation No. BC0698227) to hold Section 219 covenants.

I am pleased to inform you that your request is approved and a designation order is enclosed.

We wish you every success in your endeavours.

Yours sincerely,

A handwritten signature in black ink that reads "Linda Pakos". The signature is written in a cursive, flowing style.

Linda Pakos, Technologist
Telephone No. (250) 952-5340

LP:np
Enclosure

**MINISTERIAL ORDER NO. 1588**

File: 11390-03-002

June 29, 2009



Andrea Brace
Registrar of Land Titles
Land Title Office
Land Title and Survey Authority of BC
850 Burdett Ave
Victoria BC V8W 1B4

Dear Andrea Brace:

Re: Designation pursuant to Section 219(3)(c) Land Title Act

Pursuant to section 219(3)(c) of the *Land Title Act*, I hereby order that Moss Development Inc. (Incorporation No. BC0698227) be given a designation to hold a section 219 covenant over PID 027-588-301, Lot 1, District Lots 114, 1931 and 1933, Clayoquot District, Plan VIP85411, subject to the following condition:

That designate obtain the written consent of the Agricultural Land Commission prior to registering a covenant affecting title to lands that lie within an Agricultural Land Reserve as designated under the *Agricultural Land Commission Act, 2002*.

The onus of proof, that lands to be encumbered by a covenant lie within an Agricultural Land Reserve, must be verified and attested to by the designate or the designate's legal counsel.

BY ORDER

A handwritten signature in black ink, appearing to read "Mike Thomson".

Mike Thomson, BCLS
Surveyor General of British Columbia
a delegate of the minister under
Section 219(3)(c) of the *Land Title Act*

reed popeSotheby's
INTERNATIONAL REALTY | Canada

July 31, 2009

Land Title and Survey Authority of BC
850 Burdett Avenue
Victoria, BC V8W 1B4**Attention: Registrar**

Dear Sirs/Mesdames:

Re: Designation pursuant to Section 219(3)(c) *Land Title Act*
PID: 027-588-301
Lot 1, District Lot 114, 1931 and 1933, Clayquot District, Plan VIP85411

We are the solicitors for the designate, Moss Development Inc. with regard to Ministerial Order No. 1588 dated June 29, 2009. We verify the above-noted lands do not lie within an Agricultural Land Reserve as designated under the *Agricultural Land Commission Act, 2002*, as confirmed with the Agricultural Land Commission of British Columbia on July 31, 2009.

Yours truly,

REED POPE LLP
SARA E. POPE *
spope@reedpope.ca

/dmb

* Law Corporation

Reed Pope LLP Lawyers
Suite 200 | 848 Courtney Street Victoria, BC V8W 1C4 Canada
T 250.383.3838 | F 250.385.4324 | www.reedpope.ca

FB287978

31 JUL 2009 13 38

FB287977



LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

km 7/31/2009 1:38:10 PM 1 1
Charge 2 \$146.80

13B
15
20

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 14

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

REED POPE LLP
200 - 848 Courtney Street
Victoria, B.C. V8W 1C4
Telephone: (250) 383-3838

DYE & DURHAM

File No.: 3867-001

Signature of Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID) NPA 027 985 920

(LEGAL DESCRIPTION) Strata Lot 25, District Lot 1933, Clayoquot District, Strata Plan VIS 6833

3. NATURE OF INTEREST: *

DESCRIPTION Access Easement over part shown on Plan VIP 86971

DOCUMENT REFERENCE (Page and paragraph) Page 8, Paragraph 1.1

PERSON ENTITLED TO INTEREST The Registered Owners of Strata Lots 1 to 31 of Strata Plan VIS 6833 and Common Property, Strata Plan VIS 6833
TRANSFeree
sp

Priority Agreement granting Easement FB287977 over Mortgage CA462936 as modified by CA652218

Page 11

Priority Agreement granting Easement FB287977 over Mortgage CA726173 and Assignment of Rents CA726174

Page 12

TRANSFeree

Priority Agreement granting Easement FB287977 over Mortgage FB163667 and Assignment of Rents FB163668

Page 13

TRANSFeree

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

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): *

MOSS DEVELOPMENT INC., (Inc. No. 0698227) having an office at 3 – 730 – 13th Avenue, Campbell River, British Columbia, V9W 4H1

THOMAS GORDON OLSEN and RENE RUTZ (as to Consent and Priority)

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION (as to Consent and Priority)

LAURENTIAN BANK OF CANADA (as to Consent and Priority)

6. TRANSFEREE(S):

~~THE REGISTERED OWNERS OF STRATA LOTS 1 THROUGH 31 OF STRATA PLAN VIS 6833~~ having an address at 3 – 730 – 13th Avenue, Campbell River, British Columbia, V9W 4H1

7. ADDITIONAL OR MODIFIED TERMS: *

None

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)



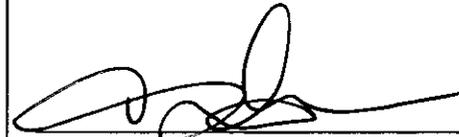
CARLI VAN MAURIK
Barrister and Solicitor
200-848 Courtney Street
Victoria, B.C. V8W 1C4
Telephone: 250-383-3838

Execution Date

Y	M	D
09	08	30

Party(ies) Signature(s)

THE OWNERS, STRATA PLAN VIS 6833 by its authorized signatory:



Print Name: Thomas Olsen

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



**LAND TITLE ACT
FORM D**



EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Borrower/Party
Signature(s)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Y	M	D
09	07	07

MOSS DEVELOPMENT INC.
by its authorized signatory(ies):

Print Name: Thomas Olson

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)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Y	M	D
09	07	07
09	07	07

THOMAS GORDON OLSEN
by its authorized signatory(ies):

Print Name:

RENE RUTZ
by its authorized signatory(ies):

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

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.

**LAND TITLE ACT
FORM D**



EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Borrower/Party
Signature(s)

Y	M	D
09	07	07

**COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION**
by its authorized signatory(ies):

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Print Name:

Cooper Pacific Mortgage Investment Corporation (1994)
Cameron Cooper
Chief Mortgage Officer

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
09	07	07

LAURENTIAN BANK OF CANADA
by its authorized signatory(ies):

Print Name: **GEOFF TAILLEFER**

A.C. (AL) BOND

ANTONIA LAM
Commissioner for Taking Affidavits in British Columbia
Suite 603 - 700 West Georgia Street
Vancouver, B.C. V7Y 1A1

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 2



ACCESS EASEMENT

BETWEEN:

MOSS DEVELOPMENT INC., (Inc. No. 0698227)
having an office at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “**Owner**”)

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN VIS 6833,
having an office at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “**Strata**”)

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of those lands and premises located in the District of Tofino, British Columbia, legally described as PID: NPA Strata Lot 25, District Lot 1933, Clayoquot District, Strata Plan VIS 6833 (the “Servient Tenement Lands”);

B. The Strata is the registered owner of those lands and premises located in the District of Tofino, British Columbia, legally described as the Common Property, Strata Plan VIS 6833 (the “Dominant Tenement Lands”);

C. The Owner has constructed a common roadway (the “Roadway”) on that portion of the Servient Tenement Lands shown outlined in bold on the plan prepared by Ian W. Zaharko, B.C.L.S. completed on April 3, 2009 and registered at the Land Title Office concurrently with this Agreement under number VIP 86971, a reduced copy of which is attached hereto as Schedule “A” (the “Right of Way”);

D. Access from Main Street to and from the underground parkade on the Dominant Tenement Lands will be by way of the Right of Way;

E. To facilitate access to and from the Dominant Tenement Lands and the construction, alteration, repair, maintenance and operation of the Roadway, the Owner has agreed to grant to the Strata an easement on the terms hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of **TEN DOLLARS (\$10.00)** of lawful money of Canada and other good and valuable consideration paid by the Strata to the Owner, the receipt of which is hereby acknowledged, the Owner does hereby covenant and agree as follows:

GRANT OF ACCESS EASEMENT TO THE STRATA

- 1.1 The Owner as grantor and owner of the Servient Tenement Lands, hereby grants in perpetuity to the Strata, as grantee and owner of the Dominant Tenement Lands, for the benefit of and to be appurtenant to the Dominant Tenement Lands as dominant tenement and as a burden on the Servient Tenement Lands as servient tenement, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Strata, its members, guests, agents, permittees or invitees, at all times hereafter by night and by day, at its or their will and pleasure, to enter upon, go across, pass and repass whether by foot, bicycle or vehicle or such other mode of conveyance as the Strata may deem necessary, within, upon, along and over the Right of Way for the purposes of:
- (a) having general access to and from the Dominant Tenement Lands;
 - (b) constructing, examining, operating, repairing, maintaining, inspecting, altering and replacing the Roadway and all related works as the Strata may reasonably require or deem necessary; and
 - (c) conducting surveys, examinations, digging up, removing and replacing concrete, asphalt, soil and other miscellaneous materials in order to facilitate the purposes described in section 1.1(a)(ii).

OWNER'S COVENANTS

- 2.1 The Owner hereby covenants to and agrees with the Strata that the Owner will not, nor permit any other person to, do any act or thing which will interfere with the Strata's rights under this Agreement.

STRATA'S COVENANTS

- 3.1 The Strata hereby covenants and agrees with the Owner that Strata will:
- a) insofar as it is practicable to do so, exercise its rights hereunder in such a manner as not to interfere unduly with the use by the Owner and its employees, servants, agents and invitees, of the Servient Tenement Lands;
 - b) use all reasonable efforts to minimize any nuisance and inconvenience to the occupiers of the Servient Tenement Lands, and their employees, servants, agents and invitees, arising out of the exercise by the Strata of its rights hereunder;

- c) at all times indemnify and keep indemnified the Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Owner by reason of anything done or omitted to be done by the Owner and those for whom it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Strata in respect of the Right of Way except to the extent such damage, personal injury or death shall result from any negligence or wilful misconduct on the part of the Owner or those for whom the Owner is in law responsible; and
- d) promptly clean up any rubbish or debris of any kind deposited on the Servient Tenement Lands by the Strata which unreasonably interferes with the Owners' use of the Servient Tenement Lands.

REPAIR AND MAINTENANCE COSTS

- 4.1 The Strata shall be responsible to insure, operate, maintain and repair the Right of Way. The cost of any insurance, operation, repair or maintenance in respect of the surface driveway portion of the Right of Way shall be shared between the Strata and the Owner as the parties agree.

MISCELLANEOUS

- 5.1 The parties hereto each hereby covenant to and agree with the other that:
- a) notwithstanding any rule of law or equity to the contrary, the Roadway shall at all times remain the property of the Owner 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 Strata;
 - b) no part of the title in fee simple to the soil shall pass to or be vested in the Strata upon or by virtue of these presents and the Owner may fully use and enjoy all of the Servient Tenement Lands subject only to the rights and restrictions herein contained;
 - c) the covenants herein contained shall be covenants running with the land and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Owner's seisin or ownership of any interest in the Servient Tenement Lands of which the Owner shall be seised or in which he shall have an interest, but that the Servient Tenement Lands, nevertheless, be and remain at all times charged therewith;
 - d) where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint;

- e) this Agreement shall enure 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 and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

- 5.2 The parties acknowledge that this Agreement may be executed by the parties before the registration of the strata plan creating the legal existence of the Strata. In such event, notwithstanding the date of execution, the parties agree that this Agreement is executed in anticipation of the registration of the strata plan and shall be effective and deemed to be delivered by each party to the other as of the date this Agreement is registered at the Land Title Office.

The parties hereto by executing the General Instrument Part 1 attached agree to the terms herein and consent to the registration of this agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **THOMAS GORDON OLSEN and RENE RUTZ** (herein called the "Chargeholder") is the holder of a Mortgage registered concurrently in the Victoria Land Title Office on June 1, 2007 under instrument No. CA462936 as modified by Modification CA652118 respectively (herein called the "Charge") encumbering the lands described in the attached Easement (the "Easement").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Easement and the Chargeholder hereby agrees that the Easement shall be binding upon its interest in and to the lands described in the Easement.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Easement, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Easement as if the Easement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

CONSENT AND PRIORITY AGREEMENT

WHEREAS the **COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION** (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered concurrently in the Victoria Land Title Office on March 17, 2008 under instrument No. CA726173 and CA726174 respectively (herein called the "Charge") encumbering the lands described in the attached Easement (the "Easement").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Easement and the Chargeholder hereby agrees that the Easement shall be binding upon its interest in and to the lands described in the Easement.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Easement, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Easement as if the Easement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

CONSENT AND PRIORITY AGREEMENT

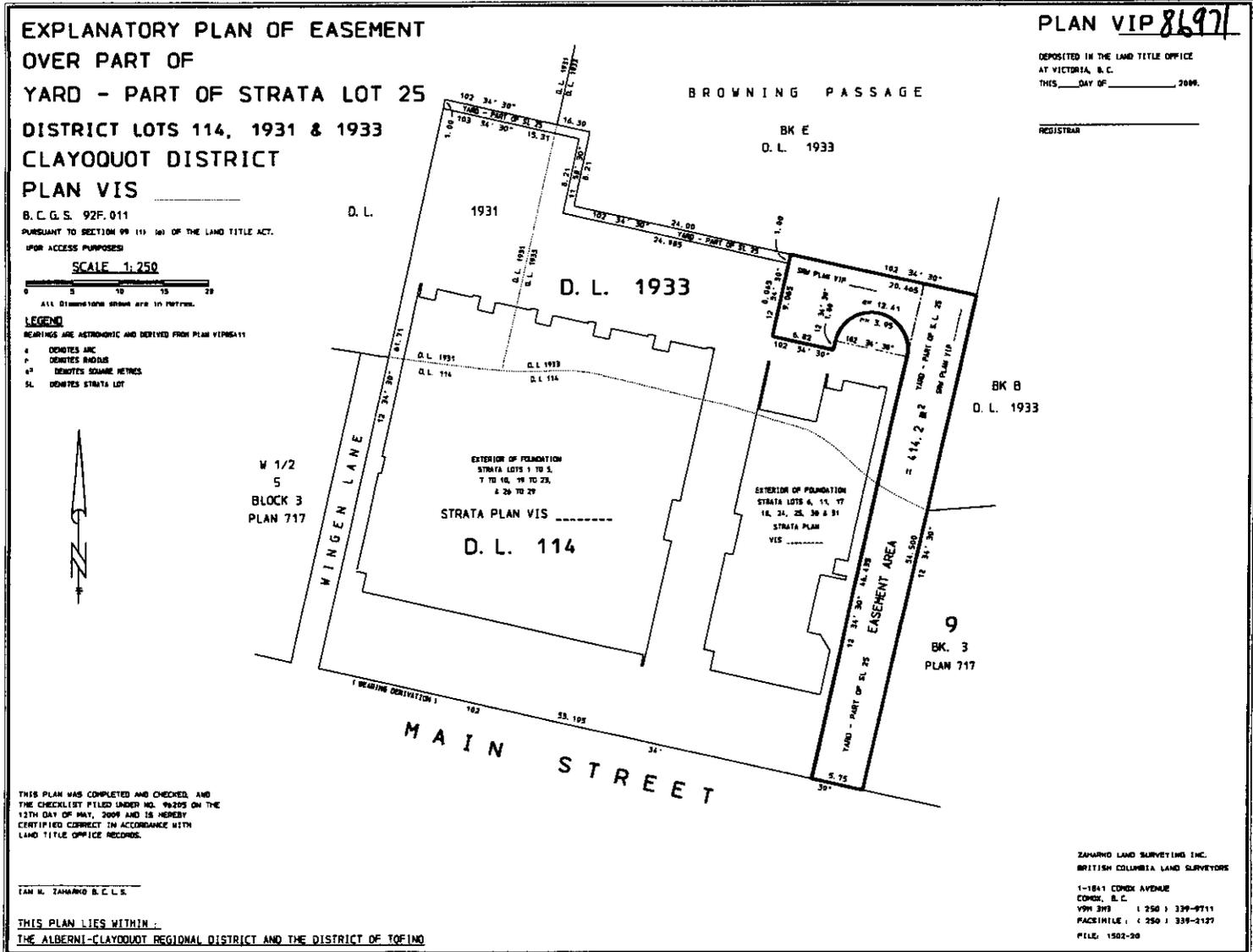
WHEREAS the **LAURENTIAN BANK OF CANADA** (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered concurrently in the Victoria Land Title Office on April 15, 2008 under instrument No. FB163667 and FB163668 respectively (herein called the "Charge") encumbering the lands described in the attached Easement (the "Easement").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Easement and the Chargeholder hereby agrees that the Easement shall be binding upon its interest in and to the lands described in the Easement.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Easement, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Easement as if the Easement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

SCHEDULE "A"



END OF DOCUMENT

31 JUL 2009 13 38

FB287977



LAND TITLE ACT
Form 11(a)
(Section 99 (1) (e) (j) (k))

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

VIP86971

13A
15
plan @
60.15

I, Ian William Zaharko B.C.L.S. of 1-1841 Comox Avenue, Comox, B.C., V9M 3M3, apply on behalf of The Owners of Strata Plan VIS 6833, a Strata Corporation under the Strata Property Act, of 3 - 730 13th Avenue, P.O. Box 10, Campbell River, B.C. V9W 4H1, to deposit an explanatory plan of:

Yard – Part of Strata Lot 25, District Lots 114, 1931, and 1933,
Clayoquot District, Strata Plan VIS 6833

km 7/31/2009 1:37:51 PM 1 1
Plans 1 \$60.15

I enclose:

1. The explanatory plan.
- 2 The reproduction of the plan required by section 67(s)
3. Fees of \$ 60.15
4. Duplicate Certificate of Title No. . If a duplicate certificate of title does not accompany this application; I certify that I have, before making this application, checked that there is no duplicate certificate of title.

Certificate of Title is on file in the Land Title Office.

I enclose the fees in the amount of \$ 60 15

Dated this 29th day of May, 2009.

IAN W ZAHARKO
Zaharko Land Surveying Inc
1-1841 Comox Avenue
Comox, B.C. V9M 3M3
250-339-9711

c/o Best Registry Services

File: 1502-20

DYE & DURHAM

F.B287980

31 JUL 2009 13 39

FB287979

**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 14



14/15
26
REED POPE LLP
200 - 848 Courtney Street
Victoria, BC V8W 1C4
Tel: 250-383-3838
File No. 3867-001

DYE & DURHAM

Signature of Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: * km 7/31/2009 1:38:30 PM 1 1
(PID) (LEGAL DESCRIPTION) Charge 2 \$148.80
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST <i>FB 287965</i>
Restrictive Covenant	Page 9, Paragraph 1	Registered Owner of PID: NPA , Strata Lot 25, District Lots 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
Priority Agreement granting Covenant <i>FB 281979</i> priority over Mortgage CA462936 as Modified by CA652118	Page 12	TRANSFeree
Priority Agreement granting Covenant <i>FB 281979</i> priority over Mortgage CA726173 and Assignment of Rents CA726174	Page 13	TRANSFeree
Priority Agreement granting Covenant <i>FB 281979</i> priority over Mortgage FB163667 and Assignment of Rents FB163668	Page 14	TRANSFeree

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.

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)



5. TRANSFEROR(S): *

MOSS DEVELOPMENT INC. (Inc. No. 0698227) having an address at 3 – 730 – 13th Avenue, PO Box 10, Campbell River, British Columbia, V9W 4H1

THE OWNERS, STRATA PLAN VIS 6833 having an address at 3 – 730 – 13th, PO Box 10, Campbell River, British Columbia, V9W 4H1

THOMAS GORDON OLSEN and RENE RUTZ, (as to consent and priority only)

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION (as to consent and priority only)

LAURENTIAN BANK OF CANADA (as to consent and priority only)

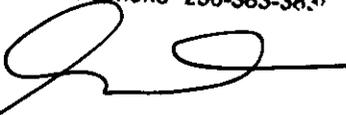
6. TRANSFEREE(S):*

MOSS DEVELOPMENT INC. (Inc. No. 0698227) having an address at 3 – 730 – 13th Avenue, PO Box 10, Campbell River, British Columbia, V9W 4H1

7. ADDITIONAL OR MODIFIED TERMS: *

None

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	Party(ies) Signature(s)			
	Y M D				
 <hr/> <p>MARK RAPPAPORT Barrister and Solicitor 200-848 Courtney Street Victoria BC V8W 1C4 Telephone: 250-383-3838</p>	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="width: 33%;">09</td><td style="width: 33%;">07</td><td style="width: 33%;">07</td></tr> </table>	09	07	07	<p>MOSS DEVELOPMENT INC. by its authorized signatory: <i>(as registered owner of Strata Lot 25)</i></p>  <hr/> <p>Print Name: <i>Thomas Olsen</i></p>
09	07	07			
 <hr/> <p>MARK RAPPAPORT Barrister and Solicitor 200-848 Courtney Street Victoria BC V8W 1C4 Telephone: 250-383-3838</p>	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="width: 33%;">09</td><td style="width: 33%;">07</td><td style="width: 33%;">07</td></tr> </table>	09	07	07	<p>MOSS DEVELOPMENT INC. by its authorized signatory: <i>(as registered owner of Strata Lot 1 -24 and 26 -31)</i></p>  <hr/> <p>Print Name: <i>Thomas Olsen</i></p>
09	07	07			

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	
 MARK RAPPAPORT Barrister and Solicitor 200-848 Courtney Street Victoria BC V8W 1C4 Telephone: 250-383-3838	09	07	07	 THOMAS GORDON OLSEN
 MARK RAPPAPORT Barrister and Solicitor 200-848 Courtney Street Victoria BC V8W 1C4 Telephone: 250-383-3838	09	07	07	 RENE RUTZ
 MARK RAPPAPORT Barrister and Solicitor 200-848 Courtney Street Victoria BC V8W 1C4 Telephone: 250-383-3838	09	07	07	THE OWNERS, STRATA PLAN VIS <u>6833</u> , by its authorized signatory(ies)  Thomas Olsen.

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)

MARK RAPPAPORT
Barrister and Solicitor
200-848 Courtney Street
Victoria BC V8W 1C4
Telephone: 250-383-3838

Execution Date

Y	M	D
09	07	07

Transferor/Borrower/Party
Signature(s)

**COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION**
by its authorized signatory(ies):

Print Name:

Cooper Pacific Mortgage Investment Corporation (1994)
Cameron Cooper
Chief Mortgage Officer
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.

**LAND TITLE ACT
FORM D**



EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor/Borrower/Party
Signature(s)

ANTONIA LAM
Commissioner for Taking Affidavits in British Columbia
Suite 603 - 700 West Georgia Street
Vancouver, B.C. V7Y 1A1

Y	M	D
09	07	07

LAURENTIAN BANK OF CANADA
by its authorized signatory(ies):

Print Name: **GEOFF TAILLEFER**

Print Name: **A.C. (AL) BOND**

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

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 AND LEGAL DESCRIPTION OF LAND:*

(PID)	(LEGAL DESCRIPTION)
NPA	Strata Lot 1, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 2, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 3, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 4, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 5, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 6, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 7, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 8, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 9, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 10, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 11, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 12, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 13, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 14, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 15, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 16, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 17, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 18, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 19, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 20, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 21, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 22, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 23, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 24, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>

**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 AND LEGAL DESCRIPTION OF LAND:*

(PID)	(LEGAL DESCRIPTION)
NPA	Strata Lot 26, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 27, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 28, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 29, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 30, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	Strata Lot 31, District Lots 114, 1931 and 1933, Clayoquot District, Strata Plan VIS <u>6833</u>
NPA	The Common Property, Strata Plan VIS <u>6833</u>

TERMS OF INSTRUMENT - PART 2

**RESTRICTIVE COVENANT****WATER LOT LEASE**

BETWEEN:

MOSS DEVELOPMENT INC. (Inc. No. 0698227)
having an address at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called “Moss”)

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN VIS 6833
having an address at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “Strata”)

OF THE SECOND PART

AND:

MOSS DEVELOPMENT INC. (Inc. No. 0698227)
having an address at 3 – 730 – 13th Avenue, PO Box 10,
Campbell River, British Columbia, V9W 4H1

(hereinafter called the “Grantee”)

OF THE THIRD PART

WHEREAS:

A. Moss is the registered owner in fee-simple of the following lands in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: NPA
Strata Lots 1 – 24, inclusive and 26 – 31, inclusive, District Lots 114, 1931 and
1933, Strata Plan VIS 6833

(the “Strata Lots”).

B. The Owners, Strata Plan VIS 6833 is the registered owner in fee-simple of the following lands in the Province of British Columbia, more particularly known and described as:

Common Property, Strata Plan VIS 6833



(hereinafter called the "Common Property");

C. In this document the Strata Lots and the Common Property are collectively referred to as the "Servient Tenement" and Moss and the Strata are collectively referred to as the "Grantor";

D. The Grantee is the registered owner in fee-simple of the following lands in the Province of British Columbia, more particularly known and described as:

PID: NPA
Strata Lot 25, District Lots 114, 1931 and 1933, Clayoquot District,
Strata Plan VIS 6833

(hereinafter called the "Dominant Tenement");

E. Moss has constructed on the parent parcel to the Servient Tenement and the Dominant Tenement an ocean front thirty-one strata lot commercial and residential mixed use project (the "Development").

F. The Dominant Tenement includes a yard area as part of the Dominant Tenement. This yard area is a contiguous portion of land bordering the Water Lot and includes in its boundary the former natural boundary of the upland parcel.

G. The Grantee is the tenant of a lease in respect of a water lot known as Block E, District Lot 1933, Clayoquot District, Lease No. 100263, as may be renewed, extended or modified (the "Water Lot"). The Water Lot contains a pier (the "Pier") that the Grantee intends to use for a variety of marine-related and commercial purposes. The Water Lot and Pier are contiguous to the Dominant Tenement.

H. The Grantee wishes to secure the riparian rights to the Dominant Tenement in accordance with the terms of this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee as follows:

1. The Grantor hereby covenants and agrees with the Grantee as covenants in favour of the Grantee, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Servient Tenement that from and after the date hereof the Grantor shall not:

- a) claim or exercise any riparian rights in respect of the upland or foreshore adjacent to the Development;
- b) impair, limit or interfere in any way with:
 - i) the riparian rights exercised by the Dominant Tenement;
 - ii) the leasehold interests held in the Water Lot, or any renewal, extension or modification of such leasehold interests; or
 - iii) the grant by the government authority responsible for aquatic crown land leases of a renewed, extended, modified, or new leasehold interest in the Water Lot; or
- c) use the Servient Tenement in any way that would impair the legal and permitted uses of the Water Lot.



2. The Grantor's covenants contained in this Agreement shall burden and run with the Lands, shall enure to the benefit of and shall be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and the Grantee and their assigns.
3. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the Grantee to gain priority for this Agreement over all liens charges and encumbrances that are or may be registered against the Servient Tenement save and except those in favour of the Grantee and those specifically approved in writing by the Grantee.
4. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
5. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic, unless the context requires otherwise.
6. The expressions "Grantor" and "Grantee" herein contained will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers and invitees of such parties wherever the context or the parties hereto so permit or require.
7. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.



8. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
9. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.



CONSENT AND PRIORITY AGREEMENT

WHEREAS **THOMAS GORDON OLSEN** and **RENE RUTZ** (herein called the "Chargeholder") is the holder of a Mortgage registered in the Victoria Land Title Office on June 1, 2007 under instrument No. CA462936 as Modified by CA652118 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION** (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered in the Victoria Land Title Office on March 17, 2008 under instrument No. CA726173 and CA726174 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.



CONSENT AND PRIORITY AGREEMENT

WHEREAS LAURENTIAN BANK OF CANADA (herein called the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents registered in the Victoria Land Title Office on April 15, 2008 under instrument No. FB163667 and FB163668 respectively (herein called the "Charge") encumbering the lands described in the attached Covenant (the "Covenant").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Covenant and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the lands described in the Covenant.
2. grants to the Transferee priority for the Charge over the Chargeholder's right, title and interest in and to the lands described in the Covenant, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form C above on the date set out therein.

END OF DOCUMENT

027-985-687 MN S/VIS6833/////1
FB287941 Draft MOSS DEVELOPMENT INC
027-985-695 MN S/VIS6833/////2
FB287942 Draft MOSS DEVELOPMENT INC
027-985-709 MN S/VIS6833/////3
FB287943 Draft MOSS DEVELOPMENT INC
027-985-717 MN S/VIS6833/////4
FB287944 Draft MOSS DEVELOPMENT INC
027-985-725 MN S/VIS6833/////5
FB287945 Draft MOSS DEVELOPMENT INC
027-985-733 MN S/VIS6833/////6
FB287946 Draft MOSS DEVELOPMENT INC
027-985-741 MN S/VIS6833/////7
FB287947 Draft MOSS DEVELOPMENT INC
027-985-750 MN S/VIS6833/////8
FB287948 Draft MOSS DEVELOPMENT INC
027-985-768 MN S/VIS6833/////9
FB287949 Draft MOSS DEVELOPMENT INC
027-985-776 MN S/VIS6833/////10
FB287950 Draft MOSS DEVELOPMENT INC
027-985-784 MN S/VIS6833/////11
FB287951 Draft MOSS DEVELOPMENT INC
027-985-792 MN S/VIS6833/////12
FB287952 Draft MOSS DEVELOPMENT INC
027-985-806 MN S/VIS6833/////13
FB287953 Draft MOSS DEVELOPMENT INC
027-985-814 MN S/VIS6833/////14
FB287954 Draft MOSS DEVELOPMENT INC
027-985-822 MN S/VIS6833/////15
FB287955 Draft MOSS DEVELOPMENT INC
027-985-831 MN S/VIS6833/////16
FB287956 Draft MOSS DEVELOPMENT INC
027-985-849 MN S/VIS6833/////17
FB287957 Draft MOSS DEVELOPMENT INC
027-985-857 MN S/VIS6833/////18
FB287958 Draft MOSS DEVELOPMENT INC
027-985-865 MN S/VIS6833/////19
FB287959 Draft MOSS DEVELOPMENT INC
027-985-873 MN S/VIS6833/////20
FB287960 Draft MOSS DEVELOPMENT INC
027-985-881 MN S/VIS6833/////21
FB287961 Draft MOSS DEVELOPMENT INC
027-985-890 MN S/VIS6833/////22
FB287962 Draft MOSS DEVELOPMENT INC
027-985-903 MN S/VIS6833/////23
FB287963 Draft MOSS DEVELOPMENT INC
027-985-911 MN S/VIS6833/////24
FB287964 Draft MOSS DEVELOPMENT INC
027-985-920 MN S/VIS6833/////25
FB287965 Draft MOSS DEVELOPMENT INC
027-985-938 MN S/VIS6833/////26
FB287966 Draft MOSS DEVELOPMENT INC
027-985-946 MN S/VIS6833/////27
FB287967 Draft MOSS DEVELOPMENT INC
027-985-954 MN S/VIS6833/////28
FB287968 Draft MOSS DEVELOPMENT INC
027-985-962 MN S/VIS6833/////29
FB287969 Draft MOSS DEVELOPMENT INC
027-985-971 MN S/VIS6833/////30
FB287970 Draft MOSS DEVELOPMENT INC
027-985-989 MN S/VIS6833/////31