

# Information Book for 4378 BAINS MILL ROAD EMAIL PACKAGE

**Please review the Table of Contents and ensure that all documents noted have been received.**



*Elizabeth Biberger*

Personal Real Estate Corporation  
Associate Broker

*Elizabeth*

**BIBERGER  
& ASSOCIATES**

Royal LePage Duncan – Realty

**Direct Line: 250-746-3077**

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371 Festubert Street, Duncan, BC V9L 3T1



*Michelle Nelford*

Sales Associate

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It is the responsibility of anyone receiving this package to check they have received all documents noted above. If you believe there is something missing, please notify us by email immediately identifying what needs to be provided or corrected.

Further, while every effort is made to ensure this information package is accurate, it is ultimately the buyer's responsibility to check all information if it is fundamental to their decision in submitting an offer on this property.

\*We are providing title documents we believe are relevant. If you are writing an offer you will receive an actual copy of the title search. Please double check that you have received all the charges important to you as we may not be including charges that we do not deem important.



**Elizabeth C. Biberger**  
A Reputation Built on Trust and Results!  
mail@teambiberger.com



**4378 Bains Mill Rd  
Du West Duncan ~ V9L 4G5**

#### Interior Details

**Layout:** Ground Level Entry With Main Up

**Bedrms:** 5    **Kitchens:** 2  
**Baths Tot:** 3    **Fireplaces:** 1  
**Bth 2Pce:** 0    **Storeys:**  
**Bth 3Pce:** 0    **Fin SqFt:** 2,150  
**Bth 4Pce:** 2    **Unfin SqFt:** 0  
**Bth 5Pce:** 0    **Bed & Brk:** None  
**Ens 2Pce:** 0    **Addnl Acc:** Exists  
**Ens 3Pce:** 0    **Basement:** 8' / Finished, Partial, Walk-Out Access, With Windows  
**Ens 4+Pce:** 1    **FP Feat:** Gas, Living Room  
**App Incl:** Range Hood  
**Intr Ftrs:** Ceiling Fan(s), Dining/Living Combo

#### Rooms

RoomType	Level	Dim/Pcs
Bathroom	Lower	4-Piece
Bedroom	Lower	11'x11'
Bedroom	Lower	10'0"x10'6"
Den	Lower	8'0"x9'6"
Kitchen	Lower	8'x7'
Laundry	Lower	9'x5'
Living Room	Lower	11'x11'
Bathroom	Main	4-Piece
Bedroom	Main	9'0"x12'4"
Bedroom	Main	9'x10'
Bedroom - Primary	Main	12'x12'
Dining Room	Main	12'2"x12'0"
Ensuite	Main	4-Piece
Kitchen	Main	13'4"x9'0"
Living Room	Main	15'4"x14'0"

#### Rooms Summary

	Lower	Main	Second	Third	Other
<b>Fin SqFt</b>	993	1,157	0	0	0
<b>Beds</b>	2	3	0	0	0
<b>Baths</b>	1	2	0	0	0
<b>Kitchens</b>	1	1	0	0	0

#### Listing Summary

**MLS®:** 945770    **List Price:** \$884,900  
**Status:** Active    **Orig Price:** \$884,900  
**Sub Type:** SF Det    **Sold Price:**  
**DOM:** 77    **Pend Date:**  
**Taxes:** \$1,868    **Strata Fee:**  
**2023 Asmt:** \$290,000    **Title:** Freehold

#### Remarks

This beautiful 5 bedroom home with den, including a legal 2 bedroom suite is under construction. On the upper floor, the open-plan great room stretches from the front to the back of the house, where a doorway in the kitchen opens onto a sundeck with gas BBQ outlet & mountain views. The kitchen with maple cabinets & soft close hardware features an efficient L-shaped counter configuration, + a prep peninsula & a corner pantry. Primary bedroom has a roomy walk-in closet & private ensuite. The second & third bedrooms share a 4-piece bathroom & each feature windows with extra-deep sills. Ceilings on the top floor are an impressive nine feet high with step ceiling in living room. Other features include quartz counters through-out, gas furnace, air conditioning, stained fenced in rear yard, & grass sod landscape. The 2-bedroom suite can act as a great mortgage helper & has its own laundry closet, hydro meter & hot water tank. This home includes 2, 5, & 10 year warranty. Price is + GST.

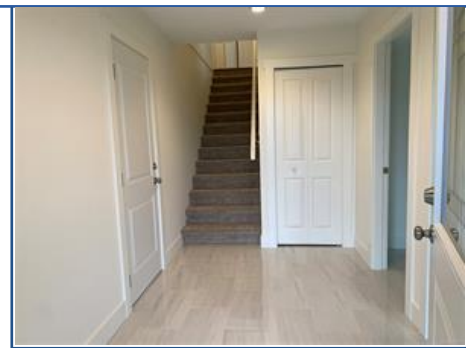
#### Building Information

**Built (est):** 2023    **Lgl NC Use:** No    **Frnt Faces:** E    **Bldg Style:**  
**Oth Equ:** Electric Garage Door Opener    **Bldg Warr:** Yes  
**Const Mt:** Cement Fibre, Frame Wood, Insulation: Ceiling, Insulation: Walls, Stone    **EnerGuide Rtg/Dt:**  
**Ext Feat:** Balcony/Deck, Fencing: Partial, Low Maintenance Yard

**Cool:** Air Conditioning  
**Heat:** Baseboard, Electric, Forced Air, Na  
**Roof:** Fibreglass Shingle  
**Fndn:** Poured Concrete, Slab  
**Accss:**

#### Lot/Strata Information

**Lot Size:** 4,977sqft / 0.11ac    **Dims (w/d):**    **Waterfront:**  
**Prk Type:** Attached, Garage Double    **View:** Mountain(s)  
**Water:** Municipal    **Waste:** Sewer Connected    **Services:** Compost, Electricity Connected, Garbage, Natural Gas  
**Lot Feat:** Curb & Gutter, Easy Access, Family-Oriented Neighbourhood, Level, Near Golf Course, Recreation Nearby, Rectangular Lot, Serv  
**Complex:**    **Prk Tota:** 5    **Rent Alld?:**  
**SqFt Balc:**    **StrLots/Cplx:**    **Yng Ag Alld?:**  
**SqFt Prk:**    **Bldgs/Cplx:**    **Pets Alld?:**  
**SqFt Pat:**    **Suites/Bldg:**    **BBQs Alld?:**  
**SqFt Strg:**    **Floors/Bldg:**    **Unit Incl:**  
**Gnd/Top?:**    **Lvls/Suite:**  
**Shrd Am:**



# *Miscellaneous notes for 4378 Bains Mill Road*



**Features of this home include:**

## **Exterior/Mechanical:**

- ❖ Mountain views
- ❖ Hardi plank exterior
- ❖ Fiberglass shingle roof
- ❖ Double garage
- ❖ Exposed aggregate driveway with parking for 2 vehicles, and 1 more spot on the crushed rock
- ❖ Upper deck for main part of home with vinyl coating and aluminum railing and staircase to side yard
- ❖ Rear and front yard to be sodded. No additional landscaping is included
- ❖ Rear yard to have stained wood fence with side gates
- ❖ Main part of home with natural gas furnace and air conditioning unit
- ❖ Suite with baseboard heating
- ❖ 40 gallon electric hot water tank in suite and 40 gallon electric hot water tank in main part of home
- ❖ Suite and home with separate hydro meters
- ❖ Municipal water and sewer
- ❖ Attached double garage with electric garage door opener and exterior access pad
- ❖ Natural gas BBQ outlet on upper deck
- ❖ Natural gas fireplace in main part of home

## **Interior:**

### **Main part of home:**

#### **Entrance Level:**

- ❖ Entrance foyer with porcelain tile floor
- ❖ Den/office with laminate floor
- ❖ Laundry for main part of home with porcelain tile floor
- ❖ 8' ceilings



**[mail@teambiberger.com](mailto:mail@teambiberger.com) • [www.ElizabethBiberger.ca](http://www.ElizabethBiberger.ca)**

Royal LePage Duncan Realty • 371 Festubert Street • Duncan, BC V9L 3T1

## **Main Floor:**

- ❖ 9' ceilings
- ❖ Laminate flooring in all living areas and bedrooms. Tile in bathrooms
- ❖ Open concept plan with great room stretching from front to the back of the house with a door in the kitchen opening to the upper deck
- ❖ Grand living room with natural gas fireplace, feature step ceiling and ceiling fan with remote control
- ❖ Kitchen with painted maple cabinets with soft close doors and drawers, quartz counters, efficient layout with L-shaped counter configuration, as well as a prep peninsula and corner pantry, double sink with window to rear yard allows lots of natural light into the space
- ❖ Primary bedroom is a generous size with a roomy walk-in closet, step ceiling and ceiling fan with remote control
- ❖ Four-piece ensuite with tub/shower combination, porcelain tile floor and quartz counter
- ❖ Four-piece main bathroom with tub/shower combination, with porcelain tile floor and quartz counter
- ❖ Two additional bedrooms with laminate floors and extra deep windowsills looking out to the front yard

## **Suite:**

- ❖ Separate private entrance
- ❖ 4 piece bathroom with tub/shower combination, tile floor, quartz counter
- ❖ Kitchen provides for full size appliances, white cabinetry and quartz counter, laminate floor
- ❖ Cozy sitting adjoining the kitchen with laminate flooring
- ❖ Closet for stacking washer and dryer
- ❖ Two bedrooms each with laminate floors
- ❖ Under stairs storage in suite
- ❖ Patio in the rear yard

Appliances: Not included in price

Warranty: Pacific Home Warranty Insurance Services Inc. for Trisura Guarantee Insurance Company

Phone: 604-574-4776

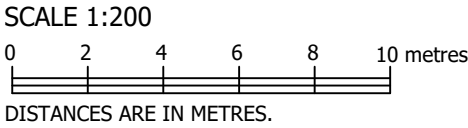
Website: [www.pacificwarranty.com](http://www.pacificwarranty.com)

Water, Sewer, Garbage & Recycling fees: Contact North Cowichan at: 250-746-3100

<http://www.northcowichan.ca/>

The information provided in these “Miscellaneous Notes” is believed to be accurate. However, it is ultimately the responsibility of the Buyer to verify this information if it is being relied upon in making an offer on this property. There are no representations or warranties provided by the Listing Agent or the Seller(s).

B.C. LAND SURVEYOR'S CERTIFICATE OF PROPOSED LOCATION ON:  
**LOT 16, SECTION 20, RANGE 4, QUAMICHAN DISTRICT, PLAN EPP109639.**



NOTES:

CIVIC ADDRESS: \_\_\_\_ BAINS MILL ROAD

LOT DIMENSIONS ARE DERIVED FROM REGISTERED PLANS.

ELEVATION DATUM AND UTILITY BOX LOCATIONS ARE DERIVED FROM AS CONSTRUCTED RECORDS ON FILE AT THE MUNICIPALITY OF NORTH COWICHAN ENGINEERING DEPARTMENT.

HOUSE DESIGN FROM JENISH HOUSE DESIGN LIMITED DRAWINGS RECEIVED SEPTEMBER 15, 2015, AS AMENDED.

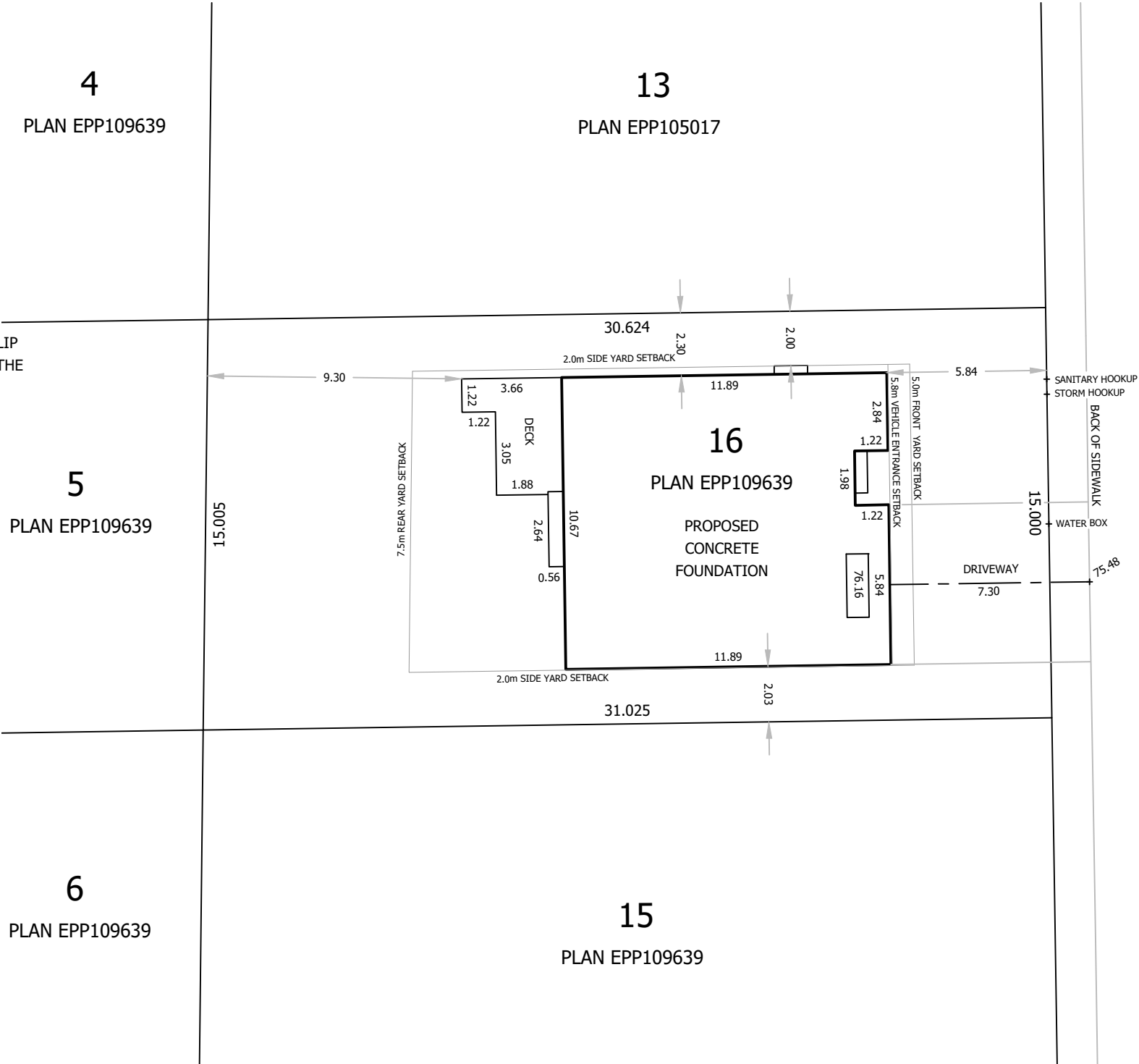
THE UNDERSIGNED CONFIRMS THAT HE HAS BEEN RETAINED BY PHILIP LANDICK TO PROVIDE FOUNDATION LAYOUT IN ACCORDANCE WITH THE FOUNDATION LOCATION SHOWN ON THIS PLAN.

76.16 DENOTES PROPOSED GARAGE SLAB.

THIS PLAN PURPORTS TO POSITION ONLY THE ACTUAL AND/OR PROPOSED IMPROVEMENT(S) SHOWN RELATIVE TO ONLY THE BOUNDARIES SHOWN OF OR APPURTENANT TO THE ABOVE DESCRIBED PARCEL(S).

THIS PLAN PROVIDES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE LOCATION OF ANY OTHER ACTUAL OR PROPOSED IMPROVEMENT(S) RELATIVE TO ANY BOUNDARY OF OR APPURTENANT TO THE ABOVE DESCRIBED PARCEL(S).

THIS PLAN IS NOT TO BE USED TO RE-ESTABLISH BOUNDARY LINES.



BAINS MILL ROAD

LOT COVERAGE  
HOUSE AREA = 139.1 m²  
LOT AREA = 462.4 m²  
COVERAGE = 30%

MINIMUM SERVICE  
ELEVATION = 74.875m

THE SIGNATORY ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES THAT MAY BE SUFFERED BY A THIRD PARTY AS A RESULT OF ANY DECISIONS MADE, OR ACTIONS TAKEN BASED ON THIS DOCUMENT.

THIS PARCEL MAY BE SUBJECT TO REGISTERED CHARGES & PERMITS:

- PERMIT CA6594011, AMENDED BY CA6626214;
- STATUTORY BUILDING SCHEME CB297057;
- COVENANTS CB297041;
- STATUTORY RIGHT OF WAYS CA8643008, CA8643009 & CA8779435;

THIS PLAN DOES NOT PURPORT TO VERIFY COMPLIANCE WITH THE RESTRICTIONS THEREIN.

THIS BUILDING LOCATION CERTIFICATE HAS BEEN PREPARED IN ACCORDANCE WITH THE PROFESSIONAL REFERENCE MANUAL AND IS CERTIFIED CORRECT THIS DATE OF: JANUARY 30, 2023.

Arne O Hals B.C.L.S.  
THIS DOCUMENT IS NOT VALID UNLESS DIGITALLY SIGNED.

## VICTORIA LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Dec-14-2020 12:00:44.001

CA8643008 CA8643011

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Alan Ives Chim  
GBW49K

c=CA, cn=Alan Ives Chim  
GBW49K, o=Lawyer,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=GBW49K

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

Rochelle Bergeron, agent for

British Columbia Hydro and Power Authority

12th Floor, 333 Dunsmuir Street

Vancouver

BC V6B 5R3

Telephone: (604) 623-4280

File: 538-1602.0(X2036)

Work Task: 1204643

09/Sep/2020

Tri BUE; 3m

Document Fees: \$299.48

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-740-367

**LOT 5 BLOCK 1 SECTION 20 RANGE 4 QUAMICHAN DISTRICT PLAN 1908  
EXCEPT THAT PART IN PLANS 8190 AND EPP72314**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

(a) ☒ Filed Standard Charge Terms D.F. No. **ST020098**

(b) ☐ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**SEE SCHEDULE**

7. ADDITIONAL OR MODIFIED TERMS:

**SEE SCHEDULE**

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)

Eric A. Kerr

Barrister & Solicitor

#204-655 Tyee Road

Victoria BC V9A 6X5

Execution Date

Y	M	D
20	11	27

Transferor(s) Signature(s)

1100531 B.C. LTD., by its  
authorized signatory(ies):

Print name: LES BJOLA

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**

PAGE 2 of 5 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

THOMAS J. BEECHINOR

Barrister &amp; Solicitor

Suite 300 - 1681 Chestnut Street

Vancouver, B.C. V6J 4M6

Direct Line: (604) 714-5152

Y	M	D
20	12	01

BASTION DEVELOPMENT  
CORPORATION, by its authorized  
signatory(ies):

Print name: HUGH TANGYE

Print name:

(as to priority)

**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**

PAGE 3 OF 5 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Statutory Right of Way**

Transferee (B.C. Hydro)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Statutory Right of Way**

Transferee (TELUS)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement**Granting B.C. Hydro Statutory Right of Way herein  
priority over Mortgage No. CA7941892 and  
Assignment of Rents No. CA7941893

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement**Granting TELUS Statutory Right of Way herein  
priority over Mortgage No. CA7941892 and  
Assignment of Rents No. CA7941893

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

# LAND TITLE ACT FORM E

## SCHEDULE

PAGE 4 OF 5 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

1100531 B.C. LTD., (Inc. No. BC1100531) (as to two Statutory Rights of Way)

BASTION DEVELOPMENT CORPORATION, (Inc. No. BC0961510) (as to Priority)

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

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
333 Dunsmuir Street, Vancouver, BC, V6B 5R3

(as to one Statutory Right of Way)

TELUS COMMUNICATIONS INC., (Inc. No. BC1101218)  
#1 - 15079 - 64th Avenue, Surrey, BC, V3S 1X9

(as to one Statutory Right of Way)

7. ADDITIONAL OR MODIFIED TERMS:

7.1 The Standard Charge Terms ST020098 provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:

(a) The Area of the Works. The "Area of the Works" means that portion of the Land located within 3 metres of either side of the centre of the alignment of the Works.

(b) The Works. The "Works" means:

(i) as it relates to the rights and responsibilities of B.C. Hydro, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works; and

(ii) as it relates to the rights and responsibilities of TELUS, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works.

7.2 The Standard Charge Terms ST020098 are amended by the addition of the following section:

"6.4 As this Agreement relates to the rights and responsibilities of TELUS, the provisions herein are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Act* R.S.C. 1985, c.C-22 and their successive legislation as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission."

## GRANT OF PRIORITY

### RECITALS:

- A. The Owner (as defined in the attached Statutory Right of Way Agreement, herein the **“SRW Agreement”**) is the registered owner of the Land (as defined in the SRW Agreement);
- B. The Owner granted BASTION DEVELOPMENT CORPORATION (the **“Prior Chargeholder”**) a mortgage and assignment of rents registered against the title to the Land in the Land Title Office under numbers CA7941892 and CA7941893 respectively (collectively, the **“Prior Charge”**);
- C. By the SRW Agreement, the Owner granted to B.C. Hydro and TELUS (as defined in the SRW Agreement) (collectively, the **“Subsequent Chargeholders”**) the statutory rights of way that are described in the SRW Agreement (collectively, the **“Subsequent Charges”**); and
- D. Section 207 of the *Land Title Act* permits a prior chargeholder to grant priority over a charge to a subsequent chargeholder.

### PRIORITY AGREEMENT:

This Priority Agreement is evidence that in consideration of \$1.00 paid by the Subsequent Chargeholders to the Prior Chargeholder (the receipt and sufficiency of which is hereby acknowledged) the Prior Chargeholder grants to the Subsequent Chargeholders priority over the Prior Charge and the Prior Chargeholder covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interests of the Subsequent Chargeholders in and under the Subsequent Charges are the same as if the Subsequent Charges had been executed, delivered and registered against the title to the Land before registration of the Prior Charge.

As evidence of their agreement to be bound by the above terms of this Priority Agreement, the party described in this Priority Agreement as the Prior Chargeholder has executed and delivered Part 1 of the *Land Title Act* Form C to which this Priority Agreement is attached and which forms part of this Priority Agreement.

**End of Document**

## VICTORIA LAND TITLE OFFICE

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

Feb-17-2021 15:36:39.002

CA8779435

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Eric Alexander  
 Kerr EDHW1T  
 Digitally signed by Eric  
 Alexander Kerr EDHW1T  
 Date: 2021.02.17  
 13:24:36 -08'00'

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

JOHNS SOUTHWARD LLP

Barristers and Solicitors

#204 - 655 Tyee Road

Victoria

BC V9A 6X5

Telephone: 250-381-7321

Client File: 201238

Document Fees: \$74.87

Deduct LTSA Fees? Yes ☒

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

**SEE SCHEDULE**STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**Statutory Right of Way**

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**1100531 B.C. LTD. (INC. NO. BC1100531)**

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

**SHAW CABLESYSTEMS LIMITED**

SUITE 900, 630 - 3RD AVENUE SW

CALGARY

T2P 4L4

AB

CANADA

Incorporation No

A0111495

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Eric A. Kerr

Barrister and Solicitor

#204 - 655 Tyee Road

Victoria BC V9A 6X5

Execution Date

Y M D

20 11 27

Transferor(s) Signature(s)

1100531 B.C. LTD.,  
 by its authorized signatory(ies):

\_\_\_\_\_  
 Print name: Les Bjola

\_\_\_\_\_  
 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**

PAGE 2 of 5 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Brian D. Smith

Barrister &amp; Solicitor

A Notary Public in and for the  
Province of Alberta  
Suite 900, 630 - 3rd Avenue SW  
Calgary, Alberta  
T2P 4L4

Y	M	D
20	11	25

Shaw Cablesystems Limited,  
by its authorized signatory:\_\_\_\_\_  
Todd Musat  
Director  
Critical Network Infrastructure**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**PAGE 3 OF 5 PAGES

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

**005-984-068 LOT 3 SECTION 20 RANGE 3 QUAMICHAN DISTRICT PLAN 5595**

STC? YES ☐

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

**006-740-367 LOT 5 BLOCK 1 SECTION 20 RANGE 4 QUAMICHAN DISTRICT PLAN 1908  
EXCEPT THAT PART IN PLANS 8190 AND EPP72314**

STC? YES ☐

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

STC? YES ☐

## TERMS OF INSTRUMENT – PART 2

This will confirm that the Transferor (the “**Owner**”) of the Property, described in item 2 of Part 1 of this General Instrument, has agreed, in consideration of the mutual covenants set out below, to grant Shaw Cablesystems Limited (“**Shaw**”) non-exclusive access to the Property in order to allow Shaw to provide telecommunication services (the “**Services**”), and the statutory right of way herein is necessary for the operation and maintenance of Shaw’s undertaking, on the following terms:

1. The Owner, by way of this Agreement, grants to Shaw the non-exclusive right to enter on or gain access over or under the Property for the purposes of: (a) providing the Services; (b) carrying, laying, constructing, maintaining, operating, repairing or using Shaw’s Network (that is, its conduits, cables, wires, telecommunication facilities and equipment (the “**Network**”)) on the Property; and (c) making use of the Property for all purposes necessary or incidental to the exercise of the rights granted in this Agreement.
2. Shaw shall have access to the Property during all reasonable business hours except that in situations of emergency, Shaw will have access at any and all times it requires.
3. The Owner may grant access to the Property to other providers of communication services but the Owner shall use its reasonable best efforts to see that such other service providers do not use, interfere with, attach any equipment or facilities to or have access to the Network without the prior written consent of Shaw.
4. Shaw will comply with all applicable orders, decisions, laws and regulations of any public authority having jurisdiction, relating to the Network including, without limitation, those orders and decisions established by the Canadian Radio-television and Telecommunications Commission.
5. Shaw is the owner of the Network, whether the Network is installed by Shaw or by its predecessor and the Network shall not be considered a fixture to the Property despite any principle of law to the contrary. The Owner acknowledges that it does not have authority to use or permit anyone else other than Shaw to use, interfere with or have access to the Network or to create any lien or charge on any part of the Network.
6. Shaw will be responsible for all losses and damages sustained by the Owner caused by any act or omission of Shaw under this Agreement. The Owner shall not interfere with the Network and will be responsible for all losses and damages sustained by Shaw caused by any act or omission of the Owner, its agents, employees or licensees. Neither party to this Agreement shall be responsible for any pure economic loss or loss of profit suffered by the other as a result of this Agreement.
7. This Agreement and the rights granted to Shaw shall be an interest in and run with the Property. This Agreement shall not be construed as or constitute a lien or financial charge on the Property.



8. This Agreement shall be binding on and benefit the successors and assigns of Shaw and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. This Agreement is the entire agreement between the parties regarding the subject matter described in this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing signed by all the parties to this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located.
9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner at the Registered Office address set out for the registered owner of the Property in the records of the Registrar of Companies of British Columbia at the time the notice is given, or failing the registered owner of the Property being a Company registered in British Columbia at such time, at the address set out on title for the registered owner of the Property at the time the notice is given, and to Shaw at the address set out in Item 6 on page 1 of this Agreement to the attention of:  
  
Peter Johnson, EVP and Chief Legal & Regulatory Officer
10. The term "Shaw" as used in this Agreement includes Shaw Cablesystems Limited, its affiliates and any partnership in which Shaw Cablesystems Limited is a partner, and their respective agents and employees.
11. Shaw may without consent, assign or sublicense this Agreement to a purchaser of all or substantially all of its entire Network in the licensed area under this Agreement.



Land Title Act  
**Charge**  
General Instrument – Part 1

VICTORIA LAND TITLE OFFICE  
OCT 24 2022 10:28:33.004  
**CB297041-CB297042**

## 1. Application

Document Fees: \$152.64

**JOHNS SOUTHWARD LLP  
#204 - 655 TYEE ROAD  
VICTORIA BC V9A 6X5  
12503817321**

File No. 201238/EAK/dm  
Covenant - stormwater infiltrator

## 2. Description of Land

PID/Plan Number	Legal Description
<b>EPP109639</b>	<b>LOTS 1 TO 23, SECTION 20, RANGE 4, QUAMICHAN DISTRICT, PLAN EPP109639</b>

## 3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219</b>
<b>PRIORITY AGREEMENT</b>		<b>granting the within s.219 Covenant priority over Mortgage No. CA8033365 and Assignment of Rents No. CA8033366 and Mortgage No. CA7941892 and Assignment of Rents No. CA7941893</b>
		<b>Page 8</b>

## 4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

## 5. Transferor(s)

**1100531 B.C. LTD. , NO.BC1100531 , (AS TO COVENANT)**  
**BASTION DEVELOPMENT CORPORATION, NO.BC0961510, (AS TO PRIORITY AGREEMENT)**  
**BANK OF MONTREAL, (AS TO PRIORITY AGREEMENT)**

## 6. Transferee(s)

**THE CORPORATION OF THE DISTRICT OF NORTH  
COWICHAN**  
7030 TRANS CANADA HIGHWAY  
P.O. BOX 278  
DUNCAN BC V9L 3X4

## 7. Additional or Modified Terms



Land Title Act

**Charge**

General Instrument – Part 1

## 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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**Eric A. Kerr**  
**Barrister & Solicitor**  
#204 - 655 Tyee Road  
Victoria BC V9A 6X5

YYYY-MM-DD

**2021-06-14****1100531 B.C. LTD.**

By their Authorized Signatory

\_\_\_\_\_  
**Les Bjola**

**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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**THOMAS J. BEECHINOR**  
**Barrister & Solicitor**  
Suite 300 - 1681 Chestnut Street  
Vancouver BC V6J 4M6

YYYY-MM-DD

**2021-06-17****BASTION DEVELOPMENT  
CORPORATION**

By their Authorized Signatory

\_\_\_\_\_  
**Jackie Barclay**

Direct Line: (604) 714-5152

**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

**Charge**

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**NATHAN B. CHANG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
6th Floor - 595 Burrard Street  
PO BOX 49400  
Vancouver BC V7X 1L5

YYYY-MM-DD

**2021-06-17****BANK OF MONTREAL**

By their Authorized Signatory

\_\_\_\_\_  
**Greg Vriend Managing Director**  
**Real Estate Finance**

My Commission expires February 28,  
2023  
Transit # 4616

**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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**TRICIA MAYEA**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
7030 TRANS-CANADA HIGHWAY  
DUNCAN BC V9L 6A1

YYYY-MM-DD

**2022-10-14**

\_\_\_\_\_  
**Print Name: MICHELE GILL,**

**This is an instrument required by**  
**the Approving Officer for**  
**subdivision plan EPP109639**  
**creating the condition or covenant**  
**entered into under s.219 of the**  
**Land Title Act**

**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Eric Alexander**  
**Kerr HPJCXW**

Digitally signed by  
Eric Alexander Kerr HPJCXW  
Date: 2022-10-23  
14:23:55 -07:00

**TERMS OF INSTRUMENT - PART 2**

THIS COVENANT is made pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250

**BETWEEN:**

1100531 B.C. LTD.  
P.O. Box 28052, Westshore RPO  
Victoria, B.C., V9B 6K8

(the "Transferor")

**AND:**

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN  
7030 Trans Canada Highway, P.O. Box 278  
Duncan, B.C. V9L 3X4

(the "Transferee")

**WHEREAS:**

- A. The Transferor is the registered owner of land located in the territorial area of the Transferee and legally known and described as:

No Parcel Identifiers

Lot 1, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 2, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 3, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 4, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 5, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 6, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 7, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 8, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 9, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 10, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 11, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 12, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 13, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 14, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 15, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 16, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 17, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 18, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 19, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 20, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 21, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 22, Section 20, Range 4, Quamichan District, Plan EPP109639  
Lot 23, Section 20, Range 4, Quamichan District, Plan EPP109639

(collectively, the "Land").

- B. The Transferee is a municipality incorporated and operating pursuant to the provisions of the *Community Charter*, S.B.C. 2003, c.26 and the *Local Government Act*, R.S.B.C. 1996, c.323 and preceding legislation thereto.
- C. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, provides that a covenant of a negative or positive nature in respect of the use of the lands, to restrict building on the land, and to preserve amenities, may be registered as a charge against title to the land in favour of a municipality.
- D. The Transferor has agreed to grant this Covenant to ensure that storm water infiltrators are constructed and maintained upon the Land.

**NOW THEREFORE**, in consideration of the sum of \$1.00 paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged by the parties, the Transferor covenants and agrees with the Transferee pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, as follows:

**Restrictions on Use**

- 1. All buildings and other structures constructed on the Land shall be constructed to provide adequate and reasonable drainage of the Land including a storm water infiltration system approved by the Transferee.

**Withholding Building Permits**

- 2. The Transferor agrees that the Transferee may withhold the approval of a building permit for any proposed construction which does not comply with any provision of this Covenant.

**Inspection**

- 3. The Transferee, including its officers, employees and agents may inspect the Land or any building or structure on the Land, to determine whether the provisions of this Covenant are being or have been complied with.

**Enforcement Remedy of the Transferee**

- 4. If the Transferee believes that the Transferor is in breach of any term or terms of this Covenant:
  - (a) the Transferee may serve the Transferor with written notice setting out particulars of the breach; and following service of the said notice;
  - (b) the Transferor must immediately or within any time period specified by the said notice, remedy the breach or make arrangements deemed satisfactory by the Transferee to remedy the breach.

If the Transferor does not remedy a breach as specified in clause 4 herein, the Transferee is entitled to enter the Land and remedy the breach at the sole cost of the Transferor.

**Notice**

5. Whenever provision is made for notice to be given to the Transferor pursuant to this Covenant, notice is deemed to have been given when delivered personally to the Transferor, or to an officer or director of the Transferor, or when mailed by prepaid registered mail to the registered and records office of the Transferor, on the fourth day following the date of mailing. Notice to the Transferee is deemed to have been given when delivered personally to the business office of the Transferee, or when mailed by prepaid registered mail to the postal address of the Transferee, on the fourth day following the date of mailing.

**Non Enforcement**

6. Notwithstanding the provisions of clause 4 and clause 5 herein, the Transferee is under no obligation to enforce any provision of this Covenant.

**Indemnity**

7. The Transferor must indemnify and save harmless at all times the Transferee, its officers, employees, contractors and agents from and against any proceeding, claim or demand which may be made in relation to restrictions imposed by this Covenant or in relation to any obligation required to be performed under this Covenant. This indemnity applies to any act or omission occurring while the Transferor is an owner of the Land, notwithstanding that the Transferor may have ceased to be an owner of the Land, and must survive the discharge of this Covenant from title to the Land in relation to acts or omissions occurring before such discharge.

**Performance at Cost of Transferor**

8. Unless otherwise expressly provided for herein, whenever the Transferor requests something to be done, or is obliged or required to do or cause to be done any act, matter or thing, such act, matter or thing must be done by the Transferor at its sole expense.

**Interest in Land and Enurement**

9. This Covenant must charge the Land pursuant to Section 219 of the *Land Title Act* and the burden of all covenants herein must run with the Land and charge the Land and every parcel into which the Land may be subdivided.
10. This Covenant enures to the benefit of and is binding upon the parties hereto and their respective successors, heirs, administrators and assigns.
11. No liability for any breach of this Covenant occurring after a person has ceased to be an owner of the Land, or any parcel into which the land may be subdivided, must attach to that person.

**Amendment and Waiver**

12. No amendment or waiver of any provision in this Covenant is valid unless it is made in writing and executed by the Transferor and the Transferee.

**Discharge of Covenant**

13. This Covenant must be of no force and effect if the Transferee declares in writing that the Covenant is to be discharged from title to the Land.



**Severability**

14. All provisions of this Covenant are to be construed as independent covenants and should any provision thereof be held invalid by a Court of competent jurisdiction, that portion must be severed, and the invalidity or unenforceability of such provision must not affect the validity of the remainder, which is to remain binding upon the parties and remain a charge upon the Land.

**Time of the Essence**

15. Time is of the essence of this Covenant.

**Further Acts**

16. The Transferor covenants and agrees to do and cause to be done all things, and to execute and cause to be executed all plans, documents and other instruments which may be necessary to give proper effect to this Covenant.

**No Exemption From Jurisdiction**

17. Nothing in this Covenant exempts the Transferor or the Land from any statutory requirement or from the ordinary jurisdiction of the municipal council of the Transferee, including its bylaws, permits, regulations and orders.
18. The construction of any works or services required to be provided by this Covenant must not confer any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or any other fee or charge of whatever nature, except as statutorily required.

**Interpretation**

19. Wherever the singular or masculine is used herein, the same must be construed as meaning the plural or the feminine or the body corporate or politic where the context so requires.

**Entire Agreement**


20. This Covenant constitutes the entire agreement between the parties, and the Transferee has made no representations, warranties, guaranties, promises, covenants or agreements to or with the Transferor in relation to the subject matter of this Covenant other than those expressed in writing herein.

**Priority Agreement**

21. The Transferor must, at the expense of the Transferor, do or cause to be done all actions reasonably necessary to grant priority to this Covenant over all financial charges and encumbrances which may have been registered against the title to the Land save and except those specifically approved in writing by the Transferee or that are in favour of the Transferee.

**Execution**

22. As evidence of its agreement to be bound by the above terms, the Transferor has executed and delivered this Covenant by executing the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.
23. The Transferor agrees to do everything necessary at its own expense to ensure that this Covenant, and the interests it creates, is registered against title to the Land, with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Covenant at the appropriate Land Title Office.
24. By executing and delivering this Covenant, each of the parties intends to create both a contract, and a deed and covenant executed and delivered under seal.



MICHELE GILL Approving Officer for  
The Corporation of the District of North  
Cowichan

**PRIORITY AGREEMENTS**

- I. Bank of Montreal, the registered holder of charges by way of Mortgage CA8033365 and Assignment of Rents CA8033366 (together, the "**First Charge**") registered against the Land in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the Transferee to the said chargeholders (the receipt and sufficiency of which is hereby acknowledged), agree with the Transferee, its successors and assigns that the within Section 219 Covenant shall be an encumbrance upon the Land in priority to the First Charge in the same manner and to the same effect as if it had been dated and registered prior to the First Charge.
- II. Bastion Development Corporation, the registered holder of charges by way of Mortgage CA7941892 and Assignment of Rents C7941893 (together, the "**Second Charge**") registered against the Land in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the Transferee to the said chargeholder (the receipt and sufficiency of which is hereby acknowledged), agrees with the Transferee, its successors and assigns that the within Section 219 Covenant shall be an encumbrance upon the Land in priority to the Second Charge in the same manner and to the same effect as if it had been dated and registered prior to the Second Charge.

**IN WITNESS WHEREOF** the parties have executed this instrument by executing the Form C - General Instrument - Part 1 and, if applicable, Form D - Executions Continued forming part of this instrument.



Land Title Act

## Charge, Notation or Filing

VICTORIA LAND TITLE OFFICE

OCT 24 2022 10:28:33.014

**CB297057**

## 1. Application

Deduct LTO Fees: Yes

Document Fees: \$76.32

File: 201238/EAK/dm

**JOHNS SOUTHWARD LLP  
#204 - 655 TYEE ROAD  
VICTORIA BC V9A 6X5  
250-381-7321**

## 2. Description of Land

PID/Plan Number      Legal Description

**EPP109639      LOTS 1 TO 24, SECTION 20, RANGE 4, QUAMICHAN DISTRICT, PLAN EPP109639**

## 3. Nature of Charge, Notation, or Filing

Type

Affected Number

Additional Information

**STATUTORY BUILDING SCHEME**

## 4. Person Entitled to be Registered as Charge Owner

**1100531 B.C. LTD.**

BC1100531

P.O. BOX 28052

WESTSHORE RPO

VICTORIA BC V9B 6K8

**Electronic Signature**

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

**Eric Alexander  
Kerr HPJCXW**

Digitally signed by  
Eric Alexander Kerr HPJCXW  
Date: 2022-10-23  
14:25:30 -07:00

**Land Title Act**  
**Form 35**  
 (Section 220 (1))

**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

FEE OF: \$ \_\_\_\_\_

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

_____	Lot 1, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 2, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 3, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 4, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 5, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 6, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 7, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 8, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 9, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 10, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 11, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 12, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 13, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 14, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 15, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 16, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 17, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 18, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 19, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 20, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 21, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 22, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 23, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 24, Section 20, Range 4, Quamichan District, Plan EPP109639

Address of person entitled to register this building scheme:

**1100531 B.C. LTD.**  
 (Inc. No. BC1100531)  
 P.O. Box 28052, Westshore RPO  
 Victoria, BC V9B 6K8

Full name, address, telephone number of person presenting application:

Johns Southward LLP  
 Barristers and Solicitors  
 #204 - 655 Tyee Road  
 Victoria, BC V9A 6X5

\_\_\_\_\_  
 Signature of Applicant or Solicitor  
 or Authorized Agent

WE, **1100531 B.C. LTD.**, declare that:

1. We are the registered owner in fee simple of the following land:

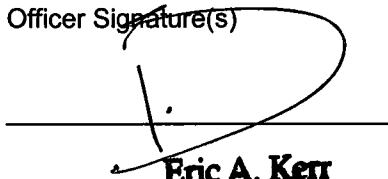
_____	Lot 1, Section 20, Range 4, Quamichan District, Plan EPP109639
_____	Lot 2, Section 20, Range 4, Quamichan District, Plan EPP109639

\_\_\_\_\_ Lot 3, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 4, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 5, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 6, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 7, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 8, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 9, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 10, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 11, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 12, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 13, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 14, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 15, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 16, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 17, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 18, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 19, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 20, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 21, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 22, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 23, Section 20, Range 4, Quamichan District, Plan EPP109639  
 \_\_\_\_\_ Lot 24, Section 20, Range 4, Quamichan District, Plan EPP109639

(collectively, the “**Lots**” and each of them, a “**Lot**”).

2. We hereby create a Building Scheme in relation to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the SCHEDULE OF RESTRICTIONS attached to this Declaration.
4. The restrictions enumerated in the SCHEDULE OF RESTRICTIONS will be for the benefit of all the Lots.
5. EXECUTION(S):

Officer Signature(s)

  
**Eric A. Kerr**  
 Barrister and Solicitor  
 #204 – 655 Tyee Road  
 Victoria BC V9A 6X5

Execution Date

Y	M	D
21	06	14

Registered Owner Signature:

**1100531 B.C. LTD.**  
 by its authorized signatory:

  
 Leslie Allen Bjola

**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.

- NOTE:
1. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
  2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the *Land Title Act*.
  3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

## SCHEDULE OF RESTRICTIONS

### 1. INTERPRETATION

#### 1.1. For the purposes of this Schedule of Restrictions, the following words or phrases will have the following meanings:

- (a) **"Developer"** means Cowichan Lake Development Limited Partnership, its agents, nominees or delegates;
- (b) **"District"** means the Corporation of the District of North Cowichan;
- (c) **"Improvement"** means any residence, building, fence, hedge, screening, enclosure, gate, driveway or other, similar improvement of any kind whatsoever whether at ground level or above or below ground level, and any addition or alteration to same;
- (d) **"Subdivision Lots"** means, collectively, the lots described in Section 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached or any portion thereof, and **"Subdivision Lot"** means any one of such Subdivision Lots;
- (e) **"Owner"** means any of the following persons and their respective successors in title:
  - (i) the registered owner(s) from time to time of any one of the Subdivision Lots or any interest in any one of the Subdivision Lots;
  - (ii) the beneficial owner(s) from time to time of any one of the Subdivision Lots or any interest in any one of the Subdivision Lots; and
  - (iii) the person(s) entitled from time to time to a transfer or any other conveyance of any interest in any one of the Subdivision Lots, whether pursuant to a contract of purchase and sale, right to purchase, option to purchase, agreement for sale, mortgage or other instrument, whether registered or unregistered.

### 2. CONSTRUCTION REQUIREMENTS

- 2.1. No application to the District for a building permit will be made, nor will there be erected, constructed or placed on any Subdivision Lot any Improvement until proper plans (including an architectural plan and a site plan), elevations and specifications thereof (setting forth all materials to be used with details as to their quantities, qualities and colours) are first submitted to and approved in writing (the **"Approval"**) by the Developer, it being the intention of these restrictive covenants that all Improvements are to be controlled as to design, siting, height, setbacks, type of materials used and exterior colour schemes for the benefit of the Development as a whole. No Improvement will be constructed except in accordance with the plans, elevations and specifications approved by the Developer.
- 2.2. The construction of any Improvement on a Subdivision Lot will commence within one (1) year of the date of granting of Approval of the plans, elevations and specifications with respect to such Improvement; otherwise such Approval will be null and void.
- 2.3. The construction of any Improvement will be completed within one (1) year of the date of commencement of construction of such Improvement.
- 2.4. No mobile home will be placed or permitted or allowed to be placed on any Subdivision Lot.

### 3. LOT GRADING

- 3.1. The existing grades of all Subdivision Lots will be maintained as much as possible and Improvements will take advantage of the existing grade configuration. All exposed retaining walls over two feet in height must be architecturally treated by sandblasting, board forming or exposed aggregate, and all exposed foundation walls over two feet in height will be covered with exterior finish material to match the exterior of the Improvement.
- 3.2. No Improvement will be permitted to substantially interfere with sight lines from nearby Subdivision Lots, and will not exceed 26'0" to the ridge.

### 4. EXTERIOR MATERIALS

- 4.1. No Owner will place, erect, construct or install, or cause or permit the placement, erection, construction or installation, on any Subdivision Lot any exterior wall finish on any Improvement that includes vinyl or aluminum siding (except only for architectural vinyl siding).
- 4.2. Only chimneys faced with brick, stone or siding/stucco will be permitted.
- 4.3. The exterior colour treatment on Improvements constructed will be limited to subdued and natural tones, and contrasting darker or brighter colours will be limited to trim.

### 5. PARKING

- 5.1. No carports or garages without doors will be permitted, and each Subdivision Lot must contain an enclosed garage for standard, passenger-size motor vehicles.
- 5.2. All driveways or other vehicular access on a Subdivision Lot or to Improvements constructed on a Subdivision Lot will be concrete, asphalt, brick or a combination of same.

### 6. LANDSCAPING

- 6.1. The front yard of each Subdivision Lot must be turfed or, as a minimum requirement, seeded for lawn, and no ground cover other than bark mulch, shrubs, flowers and trees in bedding areas and around rock outcroppings is permitted.
- 6.2. No wire fencing will be installed or constructed on any Subdivision Lot, including, without limitation, page wire, barbed wire or chain link fencing, other than black chain link fencing.
- 6.3. All fencing, hedging, screening or enclosure of any kind must be installed, constructed, or planted on any Subdivision Lot in accordance with this Schedule of Restrictions.
- 6.4. The front yard landscaping of each Subdivision Lot must be completed within sixty days of the completion of the first Improvement on that Subdivision Lot, provided that if weather conditions do not permit the completion of front yard landscaping within sixty days, such landscaping must be commenced as soon as weather conditions permit and, in any event, be completed within six months of the completion of the construction of the first Improvement on that Subdivision Lot.

### 7. GENERAL REQUIREMENTS

- 7.1. No owner of any Subdivision Lot will cause or permit:
  - (a) such Subdivision Lot to be or become overgrown with grass, weeds or any other vegetation;
  - (b) the storage or accumulation of any garbage, waste or materials of any kind whatsoever in any exposed area of such Subdivision Lot at any time;



- (c) the parking or storage of trailers, commercial vehicles, motorhomes or other recreational vehicles, boats, machinery, industrial equipment, recreational equipment or other similar vehicles or equipment, unless parked or stored inside a dwelling or behind fencing or screening such that the foregoing is not visible from the street adjacent to the Subdivision Lot or otherwise in public view;
  - (d) the parking or storage of any unlicensed vehicle of any kind, whatsoever, on any Subdivision Lot; or
  - (e) the housing or keeping any swine, sheep, horses, cows, cattle, goats, chickens, roosters, or other farm animals or livestock on any Subdivision Lot.
- 7.2. No garbage receptacle, incinerator or compost heap will be permitted on any of Subdivision Lot, unless the same is screened at all times from view from the street upon which the Subdivision Lot is situated.
- 7.3. No pole, mast, antenna, satellite dish or similar device of any kind, whether for purposes of receiving or transmitting radio or television signals or otherwise, will be erected or installed on any Subdivision Lot or on the exterior of any Improvement, unless screened from view.
- 7.4. No outdoor clotheslines or poles will be permitted on any Subdivision Lot, save and except an umbrella or other collapsible type erected in such a manner so as not to be visible from the street upon which the Subdivision Lot is situated.

## CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

WE, BASTION DEVELOPMENT CORPORATION, of #300 – 1681 Chestnut Street, Vancouver, BC, V6J 4M6, the holders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our charges, **Mortgage CA7941892 and Assignment of Rents CA7941893.**

## Execution Date

Officer Signature(s)

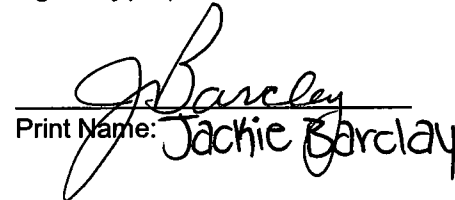


**THOMAS J. BEECHINOR**  
*Barrister & Solicitor*  
Suite 300 - 1681 Chestnut Street  
Vancouver, B.C. V6J 4M6  
Direct Line: (604) 714-5152

Y	M	D
21	06	17

Charge Owner(s) Signature(s):

**BASTION DEVELOPMENT CORPORATION** by its authorized signatory(ies):



Print Name: Jackie Barclay

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.

## CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

WE, BANK OF MONTREAL, of 6<sup>th</sup> Floor, 595 Burrard Street, Vancouver, BC, V7X 1L7, the holders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our charges, **Mortgage CA8033365 and Assignment of Rents CA8033366.**

## Execution Date

Officer Signature(s)

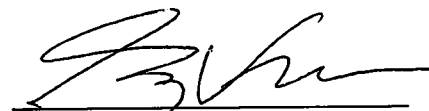
**NATHAN B. CHANG**A Commissioner for Taking  
Affidavits for British Columbia

My Commission expires February 28, 2023

6th Floor - 595 Burrard Street  
PO BOX 49400, Vancouver, BC  
V7X 1L5 - Transit# 4616

Y	M	D
21	06	17

Charge Owner(s) Signature(s):

**BANK OF MONTREAL** by its  
authorized signatory(ies):

Print Name:

Greg Vriend  
Managing Director  
Real Estate Finance

Print Name:

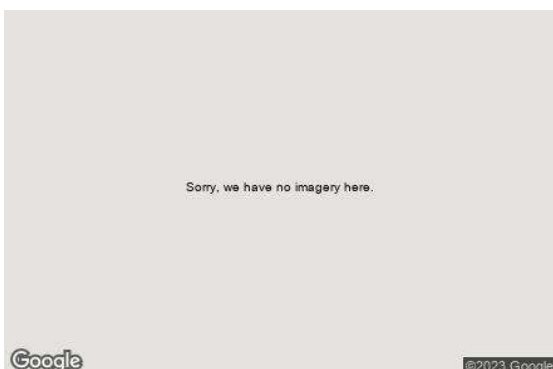
## OFFICER CERTIFICATION

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.

END OF DOCUMENT

## BAINS MILL RD DUNCAN

Area-Jurisdiction-Roll: 04-315-01055.025



**Total value** **\$290,000**

2023 assessment as of July 1, 2022

Land \$290,000

Buildings \$0

Previous year value

Land

Buildings

### Property information

Year built

Description Vacant Residential Less Than 2 Acres

Bedrooms

Baths

Carports

Garages

Land size 4977.232 Sq Ft

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

### Legal description and parcel ID

LOT 16, PLAN EPP109639, SECTION 20, RANGE 4,  
QUAMICHAN LAND DISTRICT

PID: 031-828-035

### Sales history (last 3 full calendar years)

Jan 19, 2023 \$245,000

### Manufactured home

Width

Length

Total area

## Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

# PROPERTY INFORMATION

## General Property Information

**Civic Address:** 4378 BAINS MILL RD  
**Folio:** 01055-025  
**LTO Number:** CB436690  
**PID:** 031-828-035  
**MHR Number:**  
**Status:** Active  
**Property No:** 121412  
**Legal:** LOT 16 SECTION 20 RANGE 4 QUAMICHAN PLAN EPP109639

## Property Attributes

Title	Value	Description
BCAA		
MANUAL CLASS		
ACTUAL USE	001	VACANT RES. LESS THAN 2 ACRES
FIRE AREA	SOUTH END	
CURBSIDE PICKUP		
GARBAGE SCHEDULE		
ZONING	R3	RESIDENTIAL ONE AND TWO FAMILY ZONE

## Property Tax Levies and Assessments Summary

Notice Year Date	Type	Total Levy	Class	Gross Land	Gross Improvements	Gross Assessment	Net Assessment
2023 May 10, 2023	Reg	1,868.28	1	290,000	0	290,000	290,000

## Licensing Information

There is no licensing account information for this property.

## Community Development Folder BP009772

**Project No.:**  
**Status:** ACTIVE  
**Type:** SINGLE FAMILY DWELLING - NSFDS  
**Purpose:** THIS PERMIT IS FOR A SINGLE FAMILY DWELLING WITH A SUITE SUPERVISED BY A STRUCTURAL ENGINEER AND GEOTECHNICAL ENGINEER

**Folder Manager:** CHRIS DEROUIN  
**Applied Date:** Feb 21, 2023  
**Completed Date:**

Please Note: This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes. Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages. This property may be subject to other charges or fees.

[Contact](#) | [Privacy Statement](#) | [Legal Disclaimer](#)

## Residential One and Two-Family Zone (R3)

### Permitted Uses

58 (1) The permitted uses for the R3 zone are as follows:

Agriculture  
Assisted Living  
Bed and Breakfast  
Community Care Facility  
Home-based Business  
Secondary Suite  
Single-Family Dwelling  
Supportive Housing  
Two-Family Dwelling [BL3302]

### Minimum Lot Size

- (2) A lot in the R3 zone must meet the minimum area requirements for the purposes of subdivision and use of the lot for permitted uses as follows:
- (a) Single-family dwelling, 450 m<sup>2</sup> (4,844 sq. ft.)
  - (b) Single-family dwelling with a secondary suite, 450 m<sup>2</sup> (4,844 sq. ft.)
  - (c) Two-family dwelling, 700 m<sup>2</sup> (7,535 sq. ft.) [BL3647, BL3674]
- (2.1) Despite section 58 (2) (b), a single-family dwelling with a secondary suite is permitted on 3133 Cook Street (Parcel Identifier: 027-873-200) with a lot area of 510 m<sup>2</sup> (5,490 sq. ft.). [BL3663]
- (2.2) Despite section 58 (2) (c), a two-family dwelling is permitted on Lot 15 of Plan 5756, on Sayward Road (PID: 001-503-120) with a lot area of 669 m<sup>2</sup> (7,201 sq. ft.). [BL3684]

### Minimum Frontage

- (3) The minimum permitted frontage in the R3 zone is as follows:
- (a) Single-family dwelling, 15 m (49.21'),
  - (b) Single-family dwelling with a secondary suite, 15 m (49.21'),
  - (c) Two-family dwelling, 23.0 m (75.46'). [BL3083, BL3674]

### Density

- (4) The maximum permitted density for the R3 zone is as follows:
- (a) The number of residential buildings shall not exceed one.
  - (b) The maximum permitted floor space ratio is 0.5:1.
  - (c) The number of residential units per building shall not exceed two. For strata buildings/lots, each strata unit constitutes one residential unit.
  - (d) [Repealed, BL3754]
  - (e) Despite the foregoing, a maximum of 2 residential buildings, with a total combined maximum of 2 residential dwelling units, is permitted on 3340 Cowichan Lake Road (PID: 001-375-482). [BL3668]

### Maximum Lot Coverage

- (5) The maximum permitted lot coverage for the R3 zone is as follows:
- (a) 30% of the lot area for lots of 650 m<sup>2</sup> (7,000 sq. ft.) or larger; and
  - (b) 35% of the lot area for lots less than 650 m<sup>2</sup> (7,000 sq. ft.).



## Minimum Setbacks

- (6) The minimum permitted setbacks for the R3 zone are as follows:
  - (a) Principal Buildings
    - Yard, Front, 5.0 m (16.40')
    - Yard, Side, 2.0 m (6.56')
    - Yard, Side when adjacent to a lane or street, 3.0 (9.8')
    - Yard, Rear, 7.5 m (24.6') [BL3323]
  - (b) Accessory Buildings and Structures (Excluding Fences)
    - Yard, Front, 5.0 m (16.40')
    - Yard, Side, 1.0 m (3.28')
    - Yard, Rear, 1.5 m (4.92') [BL3323]
- (6.1) The minimum permitted setback from the vehicle entrance of a principal or accessory building to a public road other than a lane is 5.8 m (19.03'). [BL3150]

## Maximum Building Height

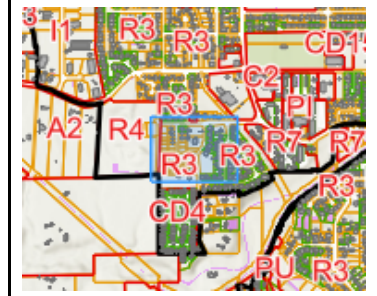
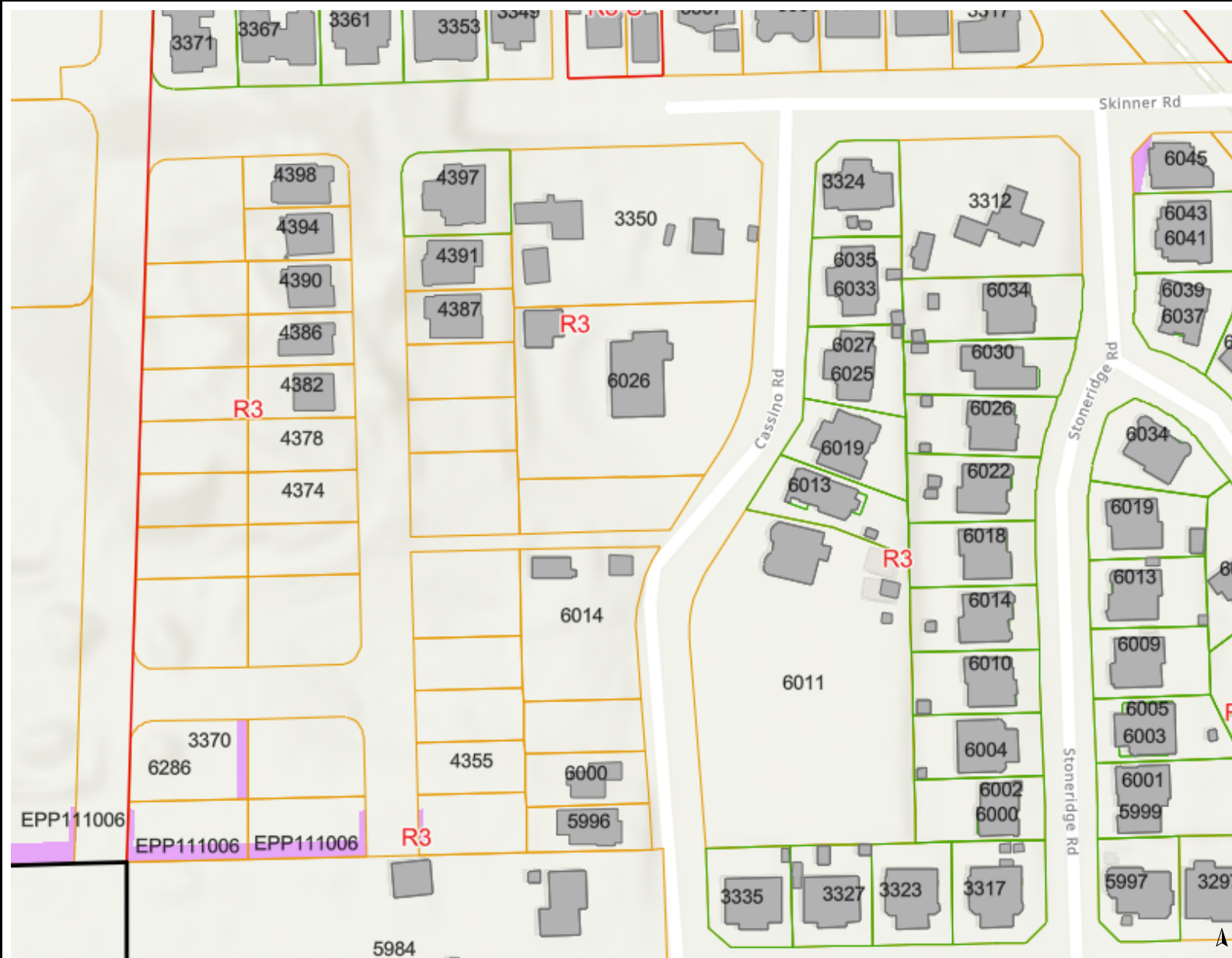
- (7) The maximum permitted building heights for the R3 zone are as follows:
  - (a) Principal Building, 9.0 m (29.53')
  - (b) Accessory Building, 5.0 m (16.40')

## Conditions of Use

- (8) The conditions of use for the R3 zone are as follows:
  - (a) [Repealed, BL3891]
  - (b) [Repealed, BL3891]
  - (c) [Repealed, BL3891]
  - (d) Bed and breakfast uses may have no more than three sleeping units.
  - (e) Bed and breakfast uses in a single-family dwelling must be an accessory use and shall not be the principal use.
  - (f) [Repealed, BL3758]
  - (g) [Repealed, BL3674]
  - (h) For a lot created prior to March 31, 2000, a single-family dwelling, two-family dwelling, or secondary suite is permitted on any lot. [BL3323, BL3418]
  - (i) Limited farm sale of agricultural products may be sold directly to the public provided that:
    - (i) a minimum of 50% of the agricultural products offered for sale are produced on the land;
    - (ii) the covered retail sales area does not exceed 100 m<sup>2</sup> (1076.4 sq. ft.); and
    - (iii) the retail sales are clearly ancillary to the farm use. [BL3083]
  - (j) Assisted Living, Supportive Housing, and Community Care Facilities may be permitted provided that
    - (i) the number of residents does not exceed three, and
    - (ii) the use is within a single-family dwelling unit only, which for clarity does not include a two-family dwelling. [BL3083; BL3302; BL3323; BL3418]

## Driveway Width

- (9) Individual driveway widths shall not exceed 6.0 m (19.68') of the lot frontage for each dwelling.



## Legend

Boundaries and Place Names

North Cowichan Boundary



Land Use and Planning

Managing Growth

Buildings



Urban Containment

Boundary



Zoning

Zoning Labels



Zoning Boundaries



Property Information

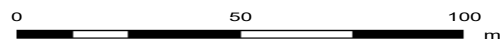
Foreshore Lots



Civic Address Labels



Strata Parcels



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

## Choose School

School(s) that serve 4382 - 4398 BAINS MILL RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

### Elementary

K - 7 Khowhemun Elementary

### Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary

## School Information

### Khowhemun Elementary



**Name** Khowhemun Elementary

**Address** 2918 Cliffs Road Duncan, BC - V9L 1C5

**Principal** Jennifer Calverley

**Vice Principal** Madelin Rocheleau

**Phone** (250) 746-7845

**Fax** (250) 746-7849

**Web page** [Khowhemun Elementary](#)

**Capacity** 430

**Enrolment** 0

**Start time** 08:25 AM

**Closing time** 02:08 PM

**Portables** 0

**Wheelchair** Yes

**Comments**

Strong Start Centre

### LEGEND



Khowhemun Elementary



[Get Walking Directions](#)



<https://maps.google.com/maps?>

[Get Driving Directions](#)

[saddr=4382+BAINS+MILL+RD,+DUNCAN,BC&daddr=4398+{](#)



# Choose School

School(s) that serve 4382 - 4398 BAINS MILL RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

## Elementary

K - 7 Khowhemun Elementary

## Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary

# School Information

Quamichan School

Name Quamichan School

Address 2515 Beverly St., Duncan, BC, V9L 3A5

Principal Claire Whitney

Vice Principal Darren Hart

Phone (250) 746-6168

Fax (250) 746-4539

Web page [Quamichan School](#)

Capacity 0

Enrolment 0

Start time 08:55 AM


Closing time 03:14 PM

Wheelchair Yes

## LEGEND

 Quamichan School

 [Get Walking Directions](#)

 [://maps.google.com/maps?&saddr=4382+BAINS+MILL+RD,+DUNCAN,BC&daddr=4398+...](#)  
[Get Driving Directions](#)



While every effort has been made to provide accurate and current information, should there be any discrepancy, the School District has the final word.

## Choose School

School(s) that serve 4382 - 4398 BAINS MILL RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

### Elementary

K - 7 Khowhemun Elementary

### Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary

## School Information

### Cowichan Secondary



**Name** Cowichan Secondary

**Address** 2652 James St., Duncan, BC - V9L 2X2

**Principal** Darcy Hoff

**Vice Principal** Jennifer Merrett/Penny Butler

**Phone** (250) 746-4435

**Fax** (250) 746-6168

**Web page** [Cowichan Secondary](#)

**Capacity** 1000

**Start time** 08:55 AM

**Closing time** 03:15 PM

**Portables** 10

**Wheelchair** Yes

### Comments

Dual track French Immersion

### LEGEND



Cowichan Secondary



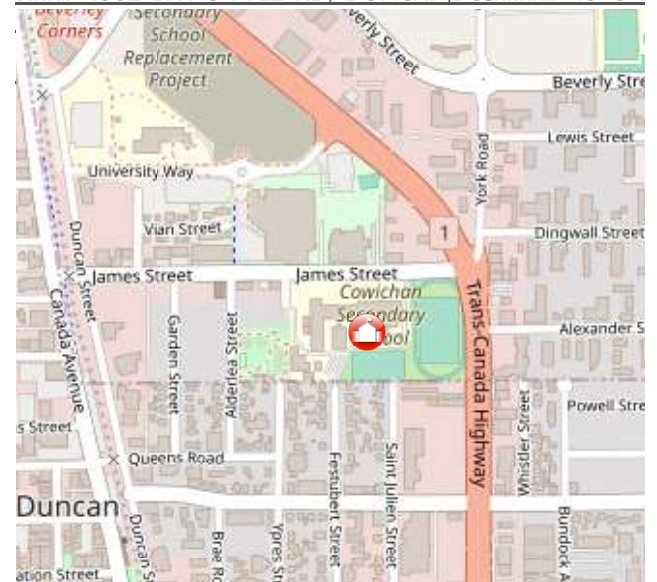
[Get Walking Directions](#)



<https://maps.google.com/maps?>

[Get Driving Directions](#)

[saddr=4382+BAINS+MILL+RD,+DUNCAN,BC&daddr=4398+BAINS+MILL+RD,+DUNCAN,BC](#)



# New Home Registration Form

The purpose of this form is to certify, for the purpose of section 30 of the Homeowner Protection Act, that a proposed new home is covered by home warranty insurance and built by a licensed residential builder.

Form: 479041

## A. BUILDER INFORMATION

**Licence Number:** 20407

**Expiry Date:** July 31, 2023

**Company Name:** Philip Landick Developments Ltd.

## B. PROPERTY INFORMATION

**Civic Address:** Lot 16 Bains Mill Road

**City/Town:** Duncan

**Province:** British Columbia

**Postal Code:** V9L4G5

**PID:** 031-828-035

**Legal Description:** Lot 16, Section 20, Range 4, Quamichan District, Plan EPP109639

**Owner(s) of the Property:**

## C. CONSTRUCTION INFORMATION

**Number of Dwelling Units:** 1

**Type of New Home:** Single

## D. PROOF OF HOME WARRANTY INSURANCE

*Certified and sealed by warranty provider:*

**Seal:**

**Warranty Provider:** Trisura Guarantee Insurance Company

**Builder Warranty No.:** PHIL071

**Insurance No.:** 50-181655

**Warranty Provider Seal Date:** February 01, 2023



**TRISURA®**

## E. BUILDING PERMIT INFORMATION

*To be completed by municipality or regional district and returned to the Licensing & Consumer Services Branch:*

**Municipality or Regional District:**

**Permit issued to:**

**Date issued:** (month/day/year)

**Permit No.:**

**Correction to civic address, type of new home or other information, if applicable:**